
2023 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 16, 2023**

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 2023 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 16, 2023**. 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	jd.bondurant@virginiahousing.com	(804) 343-5725
Stephanie Flanders	stephanie.flanders@virginiahousing.com	(804) 343-5939
Jonathan Kinsey	jonathan.kinsey@virginiahousing.com	(804) 584-4717
Phil Cunningham	phillip.cunningham@virginiahousing.com	(804) 343-5514
Lauren Dillard	lauren.dillard@virginiahousing.com	(804) 584-4729
Pamela Freeth	pamela.swartzenberg-freeth@virginiahousing.com	(804) 343-5563
Jaki Whitehead	jaki.whitehead@virginiahousing.com	(804) 343-5861

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2023 Low-Income Housing Tax Credit Application For Reservation

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

- | | |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | \$1,000 Application Fee (MANDATORY) |
| <input checked="" type="checkbox"/> | Electronic Copy of the Microsoft Excel Based Application (MANDATORY) |
| <input checked="" type="checkbox"/> | Scanned Copy of the Signed Tax Credit Application with Attachments (excluding market study, 8609s and plans & specifications) (MANDATORY) |
| <input checked="" type="checkbox"/> | Electronic Copy of the Market Study (MANDATORY - Application will be disqualified if study is not submitted with application) |
| <input checked="" type="checkbox"/> | Electronic Copy of the Plans and Unit by Unit writeup (MANDATORY) |
| <input checked="" type="checkbox"/> | Electronic Copy of the Specifications (MANDATORY) |
| <input type="checkbox"/> | Electronic Copy of the Existing Condition questionnaire (MANDATORY if Rehab) |
| <input type="checkbox"/> | Electronic Copy of the Physical Needs Assessment (MANDATORY at reservation for a 4% rehab request) |
| <input type="checkbox"/> | Electronic Copy of Appraisal (MANDATORY if acquisition credits requested) |
| <input type="checkbox"/> | Electronic Copy of Environmental Site Assessment (Phase I) (MANDATORY if 4% credits requested) |
| <input checked="" type="checkbox"/> | Tab A: Partnership or Operating Agreement, including chart of ownership structure with percentage of interests and Developer Fee Agreement (MANDATORY) |
| <input type="checkbox"/> | |
| <input checked="" type="checkbox"/> | Tab B: Virginia State Corporation Commission Certification (MANDATORY) |
| <input checked="" type="checkbox"/> | Tab C: Principal's Previous Participation Certification (MANDATORY) |
| <input checked="" type="checkbox"/> | Tab D: List of LIHTC Developments (Schedule A) (MANDATORY) |
| <input checked="" type="checkbox"/> | Tab E: Site Control Documentation & Most Recent Real Estate Tax Assessment (MANDATORY) |
| <input checked="" type="checkbox"/> | Tab F: RESNET Rater Certification (MANDATORY) |
| <input checked="" type="checkbox"/> | Tab G: Zoning Certification Letter (MANDATORY) |
| <input checked="" type="checkbox"/> | Tab H: Attorney's Opinion (MANDATORY) |
| <input checked="" type="checkbox"/> | Tab I: Nonprofit Questionnaire (MANDATORY for points or pool) |
| | The following documents need not be submitted unless requested by Virginia Housing: |
| | -Nonprofit Articles of Incorporation -IRS Documentation of Nonprofit Status |
| | -Joint Venture Agreement (if applicable) -For-profit Consulting Agreement (if applicable) |
| <input type="checkbox"/> | Tab J: Relocation Plan and Unit Delivery Schedule (MANDATORY) |
| | Tab K: Documentation of Development Location: |
| <input checked="" type="checkbox"/> | K.1 Revitalization Area Certification |
| <input checked="" type="checkbox"/> | K.2 Location Map |
| <input checked="" type="checkbox"/> | K.3 Surveyor's Certification of Proximity To Public Transportation |
| <input checked="" type="checkbox"/> | Tab L: PHA / Section 8 Notification Letter |
| <input checked="" type="checkbox"/> | Tab M: Locality CEO Response Letter |
| <input type="checkbox"/> | Tab N: Homeownership Plan |
| <input type="checkbox"/> | Tab O: Plan of Development Certification Letter |
| <input checked="" type="checkbox"/> | Tab P: Development Experience and Partnership or Operating Agreement, including chart of ownership structure with percentage of interests and Developer Fee Agreement (MANDATORY) |
| <input type="checkbox"/> | |
| <input checked="" type="checkbox"/> | Tab Q: Documentation of Rental Assistance, Tax Abatement and/or existing RD or HUD Property |
| <input checked="" type="checkbox"/> | Tab R: Documentation of Operating Budget and Utility Allowances |
| <input checked="" type="checkbox"/> | Tab S: Supportive Housing Certification and/or Resident Well-being |
| <input checked="" type="checkbox"/> | Tab T: Funding Documentation |
| <input checked="" type="checkbox"/> | Tab U: Acknowledgement by Tenant of the availability of Renter Education provided by Virginia Housing |
| <input checked="" type="checkbox"/> | Tab V: Nonprofit or LHA Purchase Option or Right of First Refusal |
| <input checked="" type="checkbox"/> | Tab W: Internet Safety Plan and Resident Information Form (if internet amenities selected) |
| <input checked="" type="checkbox"/> | Tab X: Marketing Plan for units meeting accessibility requirements of HUD section 504 |
| <input type="checkbox"/> | Tab Y: Inducement Resolution for Tax Exempt Bonds |
| <input type="checkbox"/> | Tab Z: Documentation of team member's Diversity, Equity and Inclusion Designation |
| <input type="checkbox"/> | Tab AA: Priority Letter from Rural Development |
| <input type="checkbox"/> | Tab AB: Social Disadvantage Certification |

VHDA TRACKING NUMBER

2024-ASH-06

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date: 3/16/2023

1. Development Name: Premier Circle PSH
2. Address (line 1): 405 Premier Circle
Address (line 2):
City: Albemarle State: VA Zip: 22901
3. If complete address is not available, provide longitude and latitude coordinates (x,y) from a location on site that your surveyor deems appropriate. Longitude: 00.00000 Latitude: 00.00000
(Only necessary if street address or street intersections are not available.)
4. The Circuit Court Clerk's office in which the deed to the development is or will be recorded:
City/County of Albemarle County
5. The site overlaps one or more jurisdictional boundaries..... FALSE
If true, what other City/County is the site located in besides response to #4?.....
6. Development is located in the census tract of: 107.02
7. Development is located in a **Qualified Census Tract**..... FALSE *Note regarding DDA and QCT*
8. Development is located in a **Difficult Development Area**..... FALSE
9. Development is located in a **Revitalization Area based on QCT** FALSE
10. Development is located in a **Revitalization Area designated by resolution** TRUE
11. Development is located in an **Opportunity Zone** (with a binding commitment for funding)..... FALSE
(If 9, 10 or 11 are True, **Action:** Provide required form in **TAB K1**)
12. Development is located in a census tract with a poverty rate of.....

3%	10%	12%
FALSE	TRUE	FALSE

Enter only Numeric Values below:

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

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

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

Premier Circle PSH is part of a larger redevelopment effort in Albemarle County to redevelop an existing Red Carpet Inn into permanent supportive housing and affordable housing to serve individuals in the Charlottesville region. Premier Circle PSH will be 80 units of permanent supportive housing for homeless and low-income individuals from the Charlottesville region. Twenty-five units will have PBVs for homeless adults and the remaining 55 will be affordable to individuals earning 60%, 50% and 40% or less of the AMI. The building will include staff offices, a resident community room, outdoor space, a fitness room, a computer room, a resident phone room, on-site laundry facilities, and on-site parking.

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date:

3/16/2023

16. Local Needs and Support

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

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

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

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

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

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

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

B. RESERVATION REQUEST INFORMATION

1. Requesting Credits From:

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

Accessible Supportive Housing Pool

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

[Redacted]

For Tax Exempt Bonds, where are bonds being issued?

[Redacted]

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

2. Type(s) of Allocation/Allocation Year

Carryforward Allocation

Definitions of types:

a. **Regular Allocation** means all of the buildings in the development are expected to be placed in service this calendar year, 2023.

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, 2023, 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 2023 credits pursuant to Section 42(h)(1)(E).

3. Select Building Allocation type:

New Construction

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

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

5. Planned Combined 9% and 4% Developments

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

If true, provide name of companion development: [Redacted]

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

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

Total Units within 9% allocation request? 0

Total Units within 4% Tax Exempt allocation Request? 0

Total Units: 0

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

6. Extended Use Restriction

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

Must Select One: 30

Definition of selection:

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

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

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

C. OWNERSHIP INFORMATION

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

1. Owner Information:

Must be an individual or legally formed entity.

Owner Name: Premier Circle PSH, LLC

Developer Name: Virginia Supportive Housing

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

Address: 8002 Discovery Drive, Suite 201

City: Richmond St. ▶ VA Zip: 23229

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

Email address: abogdanovic@virginiassupportivehousing.org

Federal I.D. No. 872797638 (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.
 Elizabeth Nice, enice@virginiassupportivehousing.org, (804)836-1063

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

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

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

C. OWNERSHIP INFORMATION

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

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**)

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

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

3. Developer Experience:

May select one or more of the following choices:

TRUE a. The development has an experienced sponsor (as defined in the manual) that has placed at least one LIHTC development in service in Virginia within the past 5 years.

Action: Provide one 8609 from qualifying development. (**Tab P**)

FALSE b. The development has an experienced sponsor (as defined in the manual) that has placed at least three (3) LIHTC developments in service in any state within the past 6 years (in addition to any development provided to qualify for option d. above)

Action: Provide one 8609 from each qualifying development. (**Tab P**)

FALSE c. Applicant is competing in the Local Housing Authority pool and partnering with an experienced sponsor (as defined in the manual), other than a local housing authority.

Action: Provide documentation as stated in the manual. (**Tab P**)

D. SITE CONTROL

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

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

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

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

1. Type of Site Control by Owner:

Applicant controls site by (select one):

Select Type: Purchase Contract

Expiration Date: 6/1/2024

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..... 6/1/2024 .

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

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

D. SITE CONTROL

3. Seller Information:

Name: PHA Premier Circle, LLC

Address: 682 Berkmar Circle

City: Charlottesville St.: VA Zip: 22901

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

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

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

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

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

E. DEVELOPMENT TEAM INFORMATION

Complete the following as applicable to your development team.

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

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

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

F. REHAB INFORMATION

1. Acquisition Credit Information

- a. Credits are being requested for existing buildings being acquired for development..... **FALSE**
Action: If true, provide an electronic copy of the Existing Condition Questionnaire and Appraisal
- b. This development has received a previous allocation of credits..... **FALSE**
 If so, when was the most recent year that this development received credits? **0**
- c. The development has been provided an acknowledgement letter from Rural Development regarding its preservation priority?..... **FALSE**
- d. This development is an existing RD or HUD S8/236 development..... **FALSE**
Action: (If True, provide required form in **TAB Q**)

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

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

2. Ten-Year Rule For Acquisition Credits

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

F. REHAB INFORMATION

3. Rehabilitation Credit Information

- a. Credits are being requested for rehabilitation expenditures..... **FALSE**

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

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, skip to #3.)

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

B. Type of involvement:

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

or

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

C. Identity of Nonprofit (All nonprofit applicants):

The nonprofit organization involved in this development is: Applicant

Name: Virginia Supportive Housing

Contact Person: Elizabeth Nice

Street Address: 8002 Discovery Drive, Suite 201

City: Richmond State: VA Zip: 23229

Phone: (804) 836-1063 Contact Email: enice@virginiasupportivehousing.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. See manual for more specifics.

Action: Provide Option or Right of First Refusal in Recordable Form meeting Virginia Housing's specifications. (TAB V)
Provide Nonprofit Questionnaire (if applicable) (TAB I)

Name of qualified nonprofit: Virginia Supportive Housing

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

Name of Local Housing Authority

B. FALSE

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

Action: Provide Homeownership Plan (TAB N)

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

H. STRUCTURE AND UNITS INFORMATION

1. General Information

a. Total number of all units in development	81	bedrooms	81
Total number of rental units in development	80	bedrooms	80
Number of low-income rental units	80	bedrooms	80
Percentage of rental units designated low-income	100.00%		
b. Number of new units:.....	80	bedrooms	80
Number of adaptive reuse units:	0	bedrooms	0
Number of rehab units:.....	0	bedrooms	0
c. If any, indicate number of planned exempt units (included in total of all units in development).....			1
d. Total Floor Area For The Entire Development.....			49,426.81 <small>(Sq. ft.)</small>
e. Unheated Floor Area (i.e. Breezeways, Balconies, Storage).....			1,494.89 <small>(Sq. ft.)</small>
f. Nonresidential Commercial Floor Area (Not eligible for funding).....			0.00
g. Total Usable Residential Heated Area.....			47,931.92 <small>(Sq. ft.)</small>
h. Percentage of Net Rentable Square Feet Deemed To Be New Rental Space			100.00%
i. Exact area of site in acres	0.690		
j. Locality has approved a final site plan or plan of development.....			FALSE
If True , Provide required documentation (TAB O).			
k. Requirement as of 2016: Site must be properly zoned for proposed development. ACTION: Provide required zoning documentation (MANDATORY TAB G)			
l. Development is eligible for Historic Rehab credits.....			FALSE

Definition:

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

H. STRUCTURE AND UNITS INFORMATION

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.	2
Elevator Type (if known)	Machine room-less, hole-less, hydr

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

4. Site Amenities (indicate all proposed)

a. Business Center.....	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:	Community room, courtyard, computer room, supportive services
-----------------------------------	---

m. Number of Proposed Parking Spaces	28
Parking is shared with another entity	TRUE

n. Development located within 1/2 mile of an existing commuter rail, light rail or subway station or 1/4 mile from existing public bus stop.	TRUE
	If True , Provide required documentation (TAB K3).

H. STRUCTURE AND UNITS INFORMATION

5. Plans and Specifications

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

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

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

6. Market Study Data: (MANDATORY)

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

Project Wide Capture Rate - LIHTC Units	3.00%
Project Wide Capture Rate - Market Units	N/A
Project Wide Capture Rate - All Units	3.00%
Project Wide Absorption Period (Months)	8

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 corresponding options selected below.

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

- | | |
|--------|--|
| TRUE | a. A community/meeting room with a minimum of 749 square feet is provided. |
| 83.30% | b1. Percentage of brick covering the exterior walls. |
| 16.70% | b2. Percentage of Fiber Cement Board or other similar low-maintenance material approved by the Authority covering exterior walls. Community buildings are to be included in percentage calculations. |
| FALSE | c. Water expense is sub-metered (the tenant will pay monthly or bi-monthly bill). |
| TRUE | d. All faucets, toilets and showerheads in each bathroom are WaterSense labeled products. |
| FALSE | e. Rehab Only: Each unit is provided with the necessary infrastructure for high-speed internet/broadband service. |
| | f. <i>Not applicable for 2022 Cycles</i> |
| FALSE | g. Each unit is provided free individual high speed internet access. |
| | or |
| TRUE | h. Each unit is provided free individual WiFi access. |
| TRUE | i. Full bath fans are wired to primary light with delayed timer or has continuous exhaust by ERV/DOAS. |
| | or |
| FALSE | j. Full bath fans are equipped with a humidistat. |
| TRUE | k. Cooking surfaces are equipped with fire prevention features |
| | or |
| FALSE | l. Cooking surfaces are equipped with fire suppression features. |
| FALSE | m. Rehab only: Each unit has dedicated space, drain and electrical hook-ups to accept a permanently installed dehumidification system. |
| | or |
| TRUE | n. All Construction types: each unit is equipped with a permanent dehumidification system. |
| TRUE | o. All interior doors within units are solid core. |
| TRUE | p. Every kitchen, living room and bedroom contains, at minimum, one USB charging port. |
| TRUE | q. All kitchen light fixtures are LED and meet MDCR lighting guidelines. |
| 20% | r. Percentage of development's on-site electrical load that can be met by a renewable energy electric system (for the benefit of the tenants) |
| FALSE | s. New construction only: Each unit to have balcony or patio with a minimum depth of 5 feet clear from face of building and a minimum size of 30 square feet. |

J. ENHANCEMENTS

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

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

2. Green Certification

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

The applicant will also obtain one of the following:

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

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

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

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

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

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

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

100% of Total Rental Units

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

If not, please explain:

[Empty text box for explanation]



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

I. UTILITIES

1. Utilities Types:

- a. Heating Type Heat Pump
- b. Cooking Type Electric
- c. AC Type Central Air
- d. Hot Water Type Electric

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

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

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

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

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

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

K. SPECIAL HOUSING NEEDS

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

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

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

TRUE

- a. Any development in which (i) the greater of 5 units or 10% of units will be assisted by HUD project-based vouchers (as evidenced by the submission of a letter satisfactory to the Authority from an authorized public housing authority (PHA) that the development meets all prerequisites for such assistance), or another form of documented and binding federal project-based rent subsidies in order to ensure occupancy by extremely low-income persons. Locality project based rental subsidy meets the definition of state project based rental subsidy;
- (ii) will conform to HUD regulations interpreting the accessibility requirements of section 504 of the Rehabilitation Act; and be actively marketed to persons with disabilities as defined in the Fair Housing Act in accordance with a plan submitted as part of the application for credits.
- (iii) above must include roll-in showers, roll under sinks and front control ranges, unless agreed to by the Authority prior to the applicant's submission of its application.

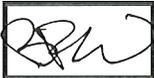
Documentation from source of assistance must be provided with the application.

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

FALSE

- b. Any development in which ten percent (10%) 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 the application for credits.

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



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

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

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

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

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

K. SPECIAL HOUSING NEEDS

b. The development has existing tenants and a relocation plan has been developed..... FALSE
(If True, Virginia Housing policy requires that the impact of economic and/or physical displacement on those tenants be minimized, in which Owners agree to abide by the Authority's Relocation Guidelines for LIHTC properties.)

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

3. Leasing Preferences

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

Organization which holds waiting list: Albemarle County Office of Housing

Contact person: Philip Holbrook

Title: Housing Program Manager

Phone Number: (434) 995-8460

Action: Provide required notification documentation (TAB L)

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

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

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

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

4. Target Population Leasing Preference

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

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

First Name: Sheila

Last Name: Parker

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

K. SPECIAL HOUSING NEEDS

5. Resident Well-Being **Action:** Provide appropriate documentation for any selection below (**Tab S**)

- TRUE a. Development has entered into a memorandum of understanding (approved by DBHDS) with a resident service provider for the provision of resident services (as defined in the manual).
- FALSE b. Development will provide licensed childcare on-site with a preference and discount to residents or an equivalent subsidy for tenants to utilize licensed childcare of tenant's choice.
- FALSE c. Development will provide tenants with free on-call, telephonic or virtual healthcare services with a licensed provider.

6. Rental Assistance

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

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

- FALSE Rental Assistance Demonstration (RAD) or other PHA conversion to based rental assistance.
- FALSE Section 8 New Construction Substantial Rehabilitation
- FALSE Section 8 Moderate Rehabilitation
- FALSE Section 811 Certificates
- TRUE Section 8 Project Based Assistance
- FALSE RD 515 Rental Assistance
- FALSE Section 8 Vouchers
*Administering Organization: _____
- FALSE State Assistance
*Administering Organization: _____
- FALSE Other: _____

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

FALSE

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

0

d. Number of units receiving assistance:

25

How many years in rental assistance contract?

15.00

Expiration date of contract:

7/31/2040

There is an Option to Renew.....

TRUE

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

e. How many of the units in this development are already considered Public Housing?

0

L. UNIT DETAILS

1. Set-Aside Election:

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

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

a. Units Provided Per Household Type:

Income Levels		
# of Units	% of Units	
0	0.00%	20% Area Median
0	0.00%	30% Area Median
12	15.00%	40% Area Median
28	35.00%	50% Area Median
40	50.00%	60% Area Median
0	0.00%	70% Area Median
0	0.00%	80% Area Median
0	0.00%	Market Units
80	100.00%	Total

Rent Levels		
# of Units	% of Units	
0	0.00%	20% Area Median
0	0.00%	30% Area Median
12	15.00%	40% Area Median
28	35.00%	50% Area Median
40	50.00%	60% Area Median
0	0.00%	70% Area Median
0	0.00%	80% Area Median
0	0.00%	Market Units
80	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	Efficiency	40% AMI	12	4	364.19	\$1,165.00	\$13,980
Mix 2	Efficiency	50% AMI	15	4	364.19	\$917.00	\$13,755
Mix 3	1 BR - 1 Bath	60% AMI	3		460.98	\$1,170.00	\$3,510
Mix 4	Efficiency	50% AMI	13	4	364.19	\$1,165.00	\$15,145
Mix 5	Efficiency	60% AMI	37		364.19	\$1,100.00	\$40,700
Mix 6	Efficiency	50% AMI					\$0
Mix 7	Efficiency	50% AMI					\$0
Mix 8							\$0
Mix 9							\$0
Mix 10							\$0
Mix 11							\$0
Mix 12							\$0

L. UNIT DETAILS

Mix 13								\$0
Mix 14								\$0
Mix 15								\$0
Mix 16								\$0
Mix 17								\$0
Mix 18								\$0
Mix 19								\$0
Mix 20								\$0
Mix 21								\$0
Mix 22								\$0
Mix 23								\$0
Mix 24								\$0
Mix 25								\$0
Mix 26								\$0
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Mix 63								\$0
Mix 64								\$0
Mix 65								\$0
Mix 66								\$0
Mix 67								\$0
Mix 68								\$0

L. UNIT DETAILS

Mix 69								\$0
Mix 70								\$0
Mix 71								\$0
Mix 72								\$0
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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			80	12				\$87,090

Total Units	80	Net Rentable SF:	TC Units	29,425.57
			MKT Units	0.00
			Total NR SF:	29,425.57

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

M. OPERATING EXPENSES

Administrative:

Use Whole Numbers Only!

1. Advertising/Marketing			\$1,273
2. Office Salaries			\$103,520
3. Office Supplies			\$1,613
4. Office/Model Apartment	(type _____)		\$4,456
5. Management Fee			\$77,821
<u>8.00%</u> of EGI	<u>\$972.76</u>	Per Unit	
6. Manager Salaries			\$76,264
7. Staff Unit (s)	(type _____)		\$0
8. Legal			\$792
9. Auditing			\$283
10. Bookkeeping/Accounting Fees			\$3,565
11. Telephone & Answering Service			\$12,222
12. Tax Credit Monitoring Fee			\$2,884
13. Miscellaneous Administrative			\$35,083
Total Administrative			\$319,776

Utilities

14. Fuel Oil			\$0
15. Electricity			\$46,085
16. Water			\$19,648
17. Gas			\$0
18. Sewer			\$19,648
Total Utility			\$85,381

Operating:

19. Janitor/Cleaning Payroll			\$0
20. Janitor/Cleaning Supplies			\$3,395
21. Janitor/Cleaning Contract			\$0
22. Exterminating			\$8,996
23. Trash Removal			\$7,808
24. Security Payroll/Contract			\$14,570
25. Grounds Payroll			\$0
26. Grounds Supplies			\$637
27. Grounds Contract			\$2,971
28. Maintenance/Repairs Payroll			\$82,094
29. Repairs/Material			\$4,838
30. Repairs Contract			\$5,092
31. Elevator Maintenance/Contract			\$4,954
32. Heating/Cooling Repairs & Maintenance			\$6,790
33. Pool Maintenance/Contract/Staff			\$0
34. Snow Removal			\$1,114
35. Decorating/Payroll/Contract			\$1,273
36. Decorating Supplies			\$0
37. Miscellaneous			\$15,860
Totals Operating & Maintenance			\$160,392

M. OPERATING EXPENSES

Taxes & Insurance

38. Real Estate Taxes	\$42,700
39. Payroll Taxes	\$31,898
40. Miscellaneous Taxes/Licenses/Permits	\$0
41. Property & Liability Insurance	\$66,750
42. Fidelity Bond	\$0
43. Workman's Compensation	\$2,178
44. Health Insurance & Employee Benefits	\$33,626
45. Other Insurance	\$0
Total Taxes & Insurance	\$177,152

Total Operating Expense	\$742,701
--------------------------------	------------------

Total Operating Expenses Per Unit	\$9,284	C. Total Operating Expenses as % of EGI	76.35%
--	----------------	--	---------------

Replacement Reserves (Total # Units X \$300 or \$250 New Const. Elderly Minimum)	\$24,000
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Total Expenses	\$766,701
-----------------------	------------------

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

N. PROJECT SCHEDULE

ACTIVITY	ACTUAL OR ANTICIPATED DATE	NAME OF RESPONSIBLE PERSON
1. SITE		
a. Option/Contract	3/15/2021	Julie Anderson
b. Site Acquisition	5/1/2024	Julie Anderson
c. Zoning Approval	2/17/2021	Julie Anderson
d. Site Plan Approval	3/31/2023	Elizabeth Nice
2. Financing		
a. Construction Loan		
i. Loan Application	5/27/2022	Elizabeth Nice
ii. Conditional Commitment	6/9/2022	Elizabeth Nice
iii. Firm Commitment	6/24/2022	Elizabeth Nice
b. Permanent Loan - First Lien		
i. Loan Application	9/28/2022	Elizabeth Nice
ii. Conditional Commitment	3/31/2023	Elizabeth Nice
iii. Firm Commitment	4/28/2023	Elizabeth Nice
c. Permanent Loan-Second Lien		
i. Loan Application	4/30/2021	Julie Anderson
ii. Conditional Commitment	7/6/2021	Julie Anderson
iii. Firm Commitment	2/7/2022	Julie Anderson
d. Other Loans & Grants		
i. Type & Source, List	Locality Funds, Foundations, FHLB	Elizabeth Nice
ii. Application	11/19/2021	Elizabeth Nice
iii. Award/Commitment	5/1/2024	Elizabeth Nice
2. Formation of Owner	1/25/2021	Julie Anderson
3. IRS Approval of Nonprofit Status	7/1/1988	Allison Bogdanovic
4. Closing and Transfer of Property to Owner	5/1/2024	Elizabeth Nice
5. Plans and Specifications, Working Drawings	5/1/2024	Elizabeth Nice
6. Building Permit Issued by Local Government	4/23/2024	Elliot Warsof
7. Start Construction	5/1/2024	Elizabeth Nice
8. Begin Lease-up	7/1/2025	Sheila Parker
9. Complete Construction	7/31/2025	Elizabeth Nice
10. Complete Lease-Up	10/31/2025	Sheila Parker
11. Credit Placed in Service Date	10/31/2025	Elizabeth Nice

O. PROJECT BUDGET - HARD COSTS

Cost/Basis/Maximum Allowable Credit

Complete cost column and basis column(s) as appropriate

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

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

Must Use Whole Numbers Only!		Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):			
Item	(A) Cost	"30% Present Value Credit"		(D)	
		(B) Acquisition	(C) Rehab/ New Construction	"70 % Present Value Credit"	
1. Contractor Cost					
a.	Unit Structures (New)	12,945,467	0	0	12,945,467
b.	Unit Structures (Rehab)	0	0	0	0
c.	Non Residential Structures	0	0	0	0
d.	Commercial Space Costs	0	0	0	0
<input type="checkbox"/>	e. Structured Parking Garage	0	0	0	0
	Total Structure	12,945,467	0	0	12,945,467
f.	Earthwork	0	0	0	0
g.	Site Utilities	0	0	0	0
<input checked="" type="checkbox"/>	h. Renewable Energy	200,000	0	0	200,000
i.	Roads & Walks	0	0	0	0
j.	Site Improvements	854,419	0	0	854,419
k.	Lawns & Planting	0	0	0	0
l.	Engineering	0	0	0	0
m.	Off-Site Improvements	366,179	0	0	0
n.	Site Environmental Mitigation	0	0	0	0
o.	Demolition	346,581	0	0	0
p.	Site Work	0	0	0	0
q.	Other Site work	0	0	0	0
	Total Land Improvements	1,767,179	0	0	1,054,419
	Total Structure and Land	14,712,646	0	0	13,999,886
r.	General Requirements	964,760	0	0	964,760
s.	Builder's Overhead (2.8% Contract)	405,900	0	0	405,900
t.	Builder's Profit (2.8% Contract)	405,900	0	0	405,900
u.	Bonds	110,794	0	0	110,794
v.	Building Permits	0	0	0	0
w.	Special Construction	0	0	0	0
x.	Special Equipment	0	0	0	0
y.	Other 1: Wood Destroying Report	2,500	0	0	2,500
z.	Other 2:	0	0	0	0
aa.	Other 3:	0	0	0	0
	Contractor Costs	\$16,602,500	\$0	\$0	\$15,889,740

O. PROJECT BUDGET - OWNER COSTS

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

Item	(A) Cost	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
		"30% Present Value Credit"		(D)
		(B) Acquisition	(C) Rehab/ New Construction	"70 % Present Value Credit"
2. Owner Costs				
a. Building Permit	60,000	0	0	60,000
b. Architecture/Engineering Design Fee \$6,003 /Unit)	480,225	0	0	480,225
c. Architecture Supervision Fee \$2,001 /Unit)	160,075	0	0	160,075
d. Tap Fees	50,000	0	0	50,000
e. Environmental	25,000	0	0	25,000
f. Soil Borings	0	0	0	0
g. Green Building (Earthcraft, LEED, etc.)	24,000	0	0	24,000
h. Appraisal	10,000	0	0	10,000
i. Market Study	5,000	0	0	5,000
j. Site Engineering / Survey	15,000	0	0	15,000
k. Construction/Development Mgt	85,000	0	0	85,000
l. Structural/Mechanical Study	0	0	0	0
m. Construction Loan Origination Fee	150,000	0	0	150,000
n. Construction Interest (0.0% for 0 months)	650,000	0	0	500,000
o. Taxes During Construction	24,000	0	0	24,000
p. Insurance During Construction	85,000	0	0	85,000
q. Permanent Loan Fee (0.0%)	25,000	0	0	0
r. Other Permanent Loan Fees	50,000	0	0	0
s. Letter of Credit	0	0	0	0
t. Cost Certification Fee	12,000	0	0	0
u. Accounting	0	0	0	0
v. Title and Recording	100,000	0	0	50,000
w. Legal Fees for Closing	50,000	0	0	0
x. Mortgage Banker	0	0	0	0
y. Tax Credit Fee	95,969			
z. Tenant Relocation	0	0	0	0
aa. Fixtures, Furnitures and Equipment	350,000	0	0	350,000
ab. Organization Costs	0	0	0	0
ac. Operating Reserve	500,000	0	0	0
ad. Contingency	1,015,747	0	0	984,000
ae. Security	0	0	0	0
af. Utilities	0	0	0	0

O. PROJECT BUDGET - OWNER COSTS

ag. Servicing Reserve	0			
(1) Other* specify: Inspection Fees	55,000	0	0	55,000
(2) Other* specify: Davis Bacon/Section 3 Mon	35,000	0	0	0
(3) Other* specify: Predevelopment Loan Inter	65,000	0	0	0
(4) Other* specify: Legal Fees	190,000	0	0	50,000
(5) Other * specify: Marketing	55,000	0	0	0
(6) Other* specify: Lease Up Reserve	50,000	0	0	0
(7) Other* specify: Replacement Reserve	24,000	0	0	0
(8) Other* specify:	0	0	0	0
(9) Other* specify:	0	0	0	0
Owner Costs Subtotal (Sum 2A..2(10))	\$4,496,016	\$0	\$0	\$3,162,300
Subtotal 1 + 2 (Owner + Contractor Costs)	\$21,098,516	\$0	\$0	\$19,052,040
3. Developer's Fees Action: Provide Developer Fee Agreement (Tab A)	1,772,616	0	0	1,772,616
4. Owner's Acquisition Costs				
Land	1,200,000			
Existing Improvements	0	0		
Subtotal 4:	\$1,200,000	\$0		
5. Total Development Costs				
Subtotal 1+2+3+4:	\$24,071,132	\$0	\$0	\$20,824,656

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

(Provide documentation at **Tab E**)

\$0	Land
\$0	Building

Maximum Developer Fee:

\$2,213,881

Proposed Development's Cost per Sq Foot	\$459	Meets Limits
Applicable Cost Limit by Square Foot:	\$497	
Proposed Development's Cost per Unit	\$279,891	Meets Limits
Applicable Cost Limit per Unit:	\$533,792	

P. ELIGIBLE BASIS CALCULATION

Item	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):			
	(A) Cost	"30 % Present Value Credit"		(D) "70 % Present Value Credit"
		(B) Acquisition	(C) Rehab/ New Construction	
1. Total Development Costs	24,071,132	0	0	20,824,656
2. Reductions in Eligible Basis				
a. Amount of federal grant(s) used to finance qualifying development costs		0	0	0
b. Amount of nonqualified, nonrecourse financing		0	0	0
c. Costs of nonqualifying units of higher quality (or excess portion thereof)		0	0	0
d. Historic Tax Credit (residential portion)		0	0	0
3. Total Eligible Basis (1 - 2 above)		0	0	20,824,656
4. Adjustment(s) to Eligible Basis (For non-acquisition costs in eligible basis)				
a. For QCT or DDA (Eligible Basis x 30%) <i>State Designated Basis Boosts:</i>			0	0
b. For Revitalization or Supportive Housing (Eligible Basis x 30%)			0	6,247,397
c. For Green Certification (Eligible Basis x 10%)				0
Total Adjusted Eligible basis			0	27,072,053
5. Applicable Fraction		100.00000%	100.00000%	100.00000%
6. Total Qualified Basis (Eligible Basis x Applicable Fraction)		0	0	27,072,053
7. Applicable Percentage <i>(Beginning in 2021, All Tax Exempt requests should use the standard 4% rate and all 9% requests should use the standard 9% rate.)</i>		9.00%	9.00%	9.00%
8. Maximum Allowable Credit under IRC §42 (Qualified Basis x Applicable Percentage) <i>(Must be same as BIN total and equal to or less than credit amount allowed)</i>		\$0	\$0	\$2,436,485
			\$2,436,485 Combined 30% & 70% P. V. Credit	

Q. SOURCES OF FUNDS

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

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

Source of Funds	Date of Application	Date of Commitment	Amount of Funds	Name of Contact Person
1. Atlantic Union Bank	05/27/22	06/09/22	\$10,000,000	Rene Shepperson
2.				
3.				
Total Construction Funding:			\$10,000,000	

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

Source of Funds	Date of Application	Date of Commitment	Amount of Funds	Annual Debt Service Cost	Interest Rate of Loan	Amortization Period IN YEARS	Term of Loan (years)
1. Virginia Housing REACH	9/28/2022	3/31/2023	\$2,496,010	\$91,709	1.50%	35	35
2. DHCD National Housing Tr	10/29/2021	1/13/2022	\$900,000	\$9,000	1.00%	30	30
3. DHCD HOME Loan	10/29/2021	1/13/2022	\$900,000	\$9,000	1.00%	30	20
4. DHCD Virginia Housing Tru	4/30/2021	7/6/2021	\$900,000	\$9,000	1.00%	30	20
5. DHCD HIEE	4/30/2021	7/6/2021	\$1,274,909				
6. DHCD PSH Grant	5/30/2021	10/26/2021	\$100,000				
7. Albemarle ARPA, TJPDC G	11/19/2021	3/2/2023	\$3,650,000				
8. FHLB of Atlanta	3/31/2023	7/1/2023	\$750,000				
9. Foundations	10/12/2022	5/1/2024	\$1,185,656				
10. 45L Tax Credit	5/1/2024	7/31/2025	\$65,600				
Total Permanent Funding:			\$12,222,175	\$118,709			

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.	Albemarle ARPA	6/27/2022	\$2,400,000
2.	DHCD NHTF	1/13/2022	\$900,000
3.	DHCD VHTF	7/6/2021	\$900,000
4.	DHCD HOME	1/13/2022	\$900,000
5.	DHCD HIEE	7/6/2021	\$1,274,909
Total Subsidized Funding			\$6,374,909

5. Recap of Federal, State, and Local Funds

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

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

Below-Market Loans

a.	Tax Exempt Bonds	\$0
b.	RD 515	\$0
c.	Section 221(d)(3)	\$0
d.	Section 312	\$0
e.	Section 236	\$0
f.	Virginia Housing REACH Funds	\$2,496,010
g.	HOME Funds	\$900,000
h.	Choice Neighborhood	\$0
i.	National Housing Trust Fund	\$900,000
j.	Virginia Housing Trust Fund	\$900,000
k.	Other: Albemarle ARPA, Charlottesville CAHF,	\$3,150,000
l.	Other: HIEE	\$1,274,909

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	\$0	(Note: Deferred Developer Fee cannot be negative.)
iv. Other: <u>Solar Credit Equity</u>	\$46,800	

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 \$46,800

2. Equity Gap Calculation

a. Total Development Cost	\$24,071,132
b. Total of Permanent Funding, Grants and Equity	- <u>\$12,268,975</u>
c. Equity Gap	\$11,802,157
d. Developer Equity	- <u>\$1,177</u>
e. Equity gap to be funded with low-income tax credit proceeds	\$11,800,980

3. Syndication Information (If Applicable)

a. Actual or Anticipated Name of Syndicator:	▶ <u>Virginia Community Development Corporation (VCDC)</u>		
Contact Person:	<u>Steve Bleile</u>	Phone:	<u>(804) 482-6231</u>
Street Address:	<u>1840 W. Broad St, Suite 200</u>		
City:	<u>Richmond</u>	State:	<u>VA</u>
		Zip:	<u>23220</u>

b. Syndication Equity

i. Anticipated Annual Credits	\$1,356,694.00
ii. Equity Dollars Per Credit (e.g., \$0.85 per dollar of credit)	\$0.870
iii. Percent of ownership entity (e.g., 99% or 99.9%)	99.99000%
iv. Syndication costs not included in Total Development Costs (e.g., advisory fees)	\$0
v. Net credit amount anticipated by user of credits	\$1,356,558
vi. Total to be paid by anticipated users of credit (e.g., limited partners)	\$11,800,980

c. Syndication:	<u>Private</u>
d. Investors:	<u>Corporate</u>

4. Net Syndication Amount

Which will be used to pay for Total Development Costs \$11,800,980

5. Net Equity Factor

Must be equal to or greater than 85% 86.9920572806%

S. DETERMINATION OF RESERVATION AMOUNT NEEDED

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

1. Total Development Costs		<u>\$24,071,132</u>
2. Less Total of Permanent Funding, Grants and Equity	-	<u>\$12,268,975</u>
3. Equals Equity Gap		<u>\$11,802,157</u>
4. Divided by Net Equity Factor (Percent of 10-year credit expected to be raised as equity investment)		<u>86.9920572806%</u>
5. Equals Ten-Year Credit Amount Needed to Fund Gap		<u>\$13,566,936</u>
Divided by ten years		<u>10</u>
6. Equals Annual Tax Credit Required to Fund the Equity Gap		<u>\$1,356,694</u>
7. Maximum Allowable Credit Amount (from Eligible Basis Calculation)		<u>\$2,436,485</u>
8. Requested Credit Amount	For 30% PV Credit:	<u>\$0</u>
	For 70% PV Credit:	<u>\$1,356,694</u>
Credit per LI Units	<u>\$16,958.6750</u>	
Credit per LI Bedroom	<u>\$16,958.6750</u>	
	Combined 30% & 70% PV Credit Requested	\$1,356,694

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	\$87,090
Plus Other Income Source (list): <u>Laundry</u>	<u>\$75</u>
Equals Total Monthly Income:	<u>\$87,165</u>
Twelve Months	x12
Equals Annual Gross Potential Income	<u>\$1,045,980</u>
Less Vacancy Allowance <u>7.0%</u>	<u>\$73,219</u>
Equals Annual Effective Gross Income (EGI) - Low Income Units	<u>\$972,761</u>

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

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

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

3. Cash Flow (First Year)

a. Annual EGI Low-Income Units	\$972,761
b. Annual EGI Market Units	\$0
c. Total Effective Gross Income	\$972,761
d. Total Expenses	\$766,701
e. Net Operating Income	\$206,060
f. Total Annual Debt Service	\$118,709
g. Cash Flow Available for Distribution	\$87,351

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	972,761	992,217	1,012,061	1,032,302	1,052,948
Less Oper. Expenses	766,701	789,702	813,393	837,795	862,929
Net Income	206,060	202,515	198,668	194,507	190,019
Less Debt Service	118,709	118,709	118,709	118,709	118,709
Cash Flow	87,351	83,806	79,959	75,798	71,310
Debt Coverage Ratio	1.74	1.71	1.67	1.64	1.60

	Year 6	Year 7	Year 8	Year 9	Year 10
Eff. Gross Income	1,074,007	1,095,487	1,117,397	1,139,745	1,162,540
Less Oper. Expenses	888,817	915,481	942,946	971,234	1,000,371
Net Income	185,191	180,006	174,452	168,511	162,169
Less Debt Service	118,709	118,709	118,709	118,709	118,709
Cash Flow	66,482	61,297	55,743	49,802	43,460
Debt Coverage Ratio	1.56	1.52	1.47	1.42	1.37

	Year 11	Year 12	Year 13	Year 14	Year 15
Eff. Gross Income	1,185,791	1,209,507	1,233,697	1,258,371	1,283,538
Less Oper. Expenses	1,030,382	1,061,293	1,093,132	1,125,926	1,159,704
Net Income	155,409	148,213	140,564	132,444	123,834
Less Debt Service	118,709	118,709	118,709	118,709	118,709
Cash Flow	36,700	29,504	21,855	13,735	5,125
Debt Coverage Ratio	1.31	1.25	1.18	1.12	1.04

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

V. STATEMENT OF OWNER

The undersigned hereby acknowledges the following:

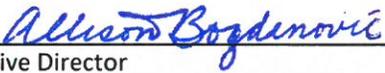
1. that, to the best of its knowledge and belief, all factual information provided herein or in connection herewith is true and correct, and all estimates are reasonable.
2. that it will at all times indemnify and hold harmless Virginia Housing and its assigns against all losses, costs, damages, Virginia 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 agrees to provide disclosure to all tenants of the availability of Renter Education provided by Virginia Housing.
- 16. that undersigned waives the right to pursue a Qualified Contract on this development.
- 17. that the information in this application may be disseminated to others for purposes of verification or other purposes consistent with the Virginia Freedom of Information Act. However, all information will be maintained, used or disseminated in accordance with the Government Data Collection and Dissemination Practices Act. The undersigned may refuse to supply the information requested, however, such refusal will result in Virginia Housing's inability to process the application. The original or copy of this application may be retained by Virginia Housing, even if tax credits are not allocated to the undersigned.

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

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

By: 
 Its: Executive Director
 (Title)

V. STATEMENT OF ARCHITECT

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

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

Legal Name of Architect:	Bruce Wardell
Virginia License#:	0401005283
Architecture Firm or Company:	BRW Architects

By:  _____

Its: President
(Title)

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

W. LIHTC SELF SCORE SHEET

Self Scoring Process

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

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

MANDATORY ITEMS:

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

Included

Y	Y or N
Y	Y, N, N/A
Y	Y or N

Score

0
0
0
0
0
0
0
0
0
0
0
0
0
0.00

Total:

1. READINESS:

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

Y	0 or -50	0.00
N	0 or -25	0.00
N	0 to 10	0.00
N	0 or 10	0.00
Y	0 or 15	15.00
N	0 or 15	0.00

Total:

15.00

2. HOUSING NEEDS CHARACTERISTICS:

- a. Sec 8 or PHA waiting list preference
- b. Existing RD, HUD Section 8 or 236 program
- c. Subsidized funding commitments
- d. Tax abatement on increase of property's value
- e. New project based rental subsidy (HUD or RD)
- f. Census tract with <12% poverty rate
- g. Development provided priority letter from Rural Development
- h. Dev. located in area with increasing rent burdened population

Y	0 or up to 5	3.44
N	0 or 20	0.00
26.48%	Up to 40	40.00
N	0 or 5	0.00
Y	0 or 10	10.00
10%	0, 20, 25 or 30	25.00
N	0 or 15	0.00
Y	Up to 20	20.00

Total:

98.44

3. DEVELOPMENT CHARACTERISTICS:

a. Enhancements (See calculations below)			71.68
b. Project subsidies/HUD 504 accessibility for 5 or 10% of units	Y	0 or 50	50.00
or c. HUD 504 accessibility for 10% of units	N	0 or 20	0.00
d. Provides approved resident services or eligible childcare services	Y	0 or 15	15.00
e. Provides telephonic or virtual health services	N	0 or 15	0.00
f. Proximity to public transportation (within Northern VA or Tidewater)	Y10	0, 10 or 20	10.00
g. Development will be Green Certified	Y	0 or 10	10.00
h. Units constructed to meet Virginia Housing's Universal Design standards	100%	Up to 15	15.00
i. Developments with less than 100 low income units	Y	up to 20	8.00
j. Historic Structure eligible for Historic Rehab Credits	N	0 or 5	0.00
Total:			<u>179.68</u>

4. TENANT POPULATION CHARACTERISTICS:

Locality AMI	State AMI
\$111,200	\$71,300

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)	15.00%	Up to 10	10.00
e. Units with rent and income at or below 50% of AMI	50.00%	Up to 50	50.00
f. Units with rents at or below 50% rented to tenants at or below 60% of AMI	50.00%	Up to 25	0.00
or g. Units in LI Jurisdictions with rents <= 50% rented to tenants with <= 60% of AMI	50.00%	Up to 50	0.00
Total:			<u>60.00</u>

5. SPONSOR CHARACTERISTICS:

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

6. EFFICIENT USE OF RESOURCES:

a. Credit per unit		Up to 200	147.73
b. Cost per unit		Up to 100	94.20
Total:			<u>241.93</u>

7. BONUS POINTS:

a. Extended compliance	0 Years	40 or 50	0.00
or b. Nonprofit or LHA purchase option	Y	0 or 60	60.00
or c. Nonprofit or LHA Home Ownership option	N	0 or 5	0.00
d. Combined 9% and 4% Tax Exempt Bond Site Plan	N	Up to 30	0.00
e. RAD or PHA Conversion participation and competing in Local Housing Authority pool	N	0 or 10	0.00
f. Team member with Diversity, Equity and Inclusion Designation	N	0 or 5	0.00
g. Commitment to electronic payment of fees	Y	0 or 5	5.00
Total:			<u>65.00</u>

400 Point Threshold - all 9% Tax Credits

TOTAL SCORE: 665.05

300 Point Threshold - Tax Exempt Bonds

Enhancements:

All units have:	Max Pts	Score
a. Community Room	5	5.00
b. Exterior walls constructed with brick and other low maintenance materials	40	26.68
c. Sub metered water expense	5	0.00
d. Watersense labeled faucets, toilets and showerheads	3	0.00
e. Rehab only: Infrastructure for high speed internet/broadband	1	0.00
f. N/A for 2022	0	0.00
g. Each unit provided free individual high speed internet access	10	0.00
h. Each unit provided free individual WiFi	12	12.00
i. Bath Fan - Delayed timer or continuous exhaust	3	3.00
j. Baths equipped with humidistat	3	0.00
k. Cooking Surfaces equipped with fire prevention features	4	4.00
l. Cooking surfaces equipped with fire suppression features	2	0.00
m. Rehab only: dedicated space to accept permanent dehumidification system	2	0.00
n. Provides Permanently installed dehumidification system	5	5.00
o. All interior doors within units are solid core	3	3.00
p. USB in kitchen, living room and all bedrooms	1	1.00
q. LED Kitchen Light Fixtures	2	2.00
r. % of renewable energy electric systems	10	10.00
s. New Construction: Balcony or patio	4	0.00
		<u>71.68</u>
All elderly units have:		
t. Front-control ranges	1	0.00
u. Independent/suppl. heat source	1	0.00
v. Two eye viewers	1	0.00
w. Shelf or Ledge at entrance within interior hallway	2	0.00
		<u>0.00</u>
Total amenities:		<u>71.68</u>

X. Development Summary

Summary Information 2023 Low-Income Housing Tax Credit Application For Reservation

Deal Name:	Premier Circle PSH
-------------------	---------------------------

Cycle Type: 9% Tax Credits **Requested Credit Amount:** \$1,356,694
Allocation Type: New Construction **Jurisdiction:** Albemarle County
Total Units: 80 **Population Target:** General
Total LI Units: 80
Project Gross Sq Ft: 49,426.81 **Owner Contact:** Allison Bogdanovic
Green Certified? TRUE

Total Score 665.05

Source of Funds	Amount	Per Unit	Per Sq Ft	Annual Debt Service
Permanent Financing	\$12,222,175	\$152,777	\$247	\$118,709
Grants	\$0	\$0		
Subsidized Funding	\$6,374,909	\$79,686		

Uses of Funds - Actual Costs				
Type of Uses	Amount	Per Unit	Sq Ft	% of TDC
Improvements	\$14,712,646	\$183,908	\$298	61.12%
General Req/Overhead/Profit	\$1,776,560	\$22,207	\$36	7.38%
Other Contract Costs	\$113,294	\$1,416	\$2	0.47%
Owner Costs	\$4,496,016	\$56,200	\$91	18.68%
Acquisition	\$1,200,000	\$15,000	\$24	4.99%
Developer Fee	\$1,772,616	\$22,158	\$36	7.36%
Total Uses	\$24,071,132	\$300,889		

Total Development Costs	
Total Improvements	\$21,098,516
Land Acquisition	\$1,200,000
Developer Fee	\$1,772,616
Total Development Costs	\$24,071,132

Proposed Cost Limit/Sq Ft: \$459
Applicable Cost Limit/Sq Ft: \$497
Proposed Cost Limit/Unit: \$279,891
Applicable Cost Limit/Unit: \$533,792

Income	
Gross Potential Income - LI Units	\$1,045,980
Gross Potential Income - Mkt Units	\$0
Subtotal	\$1,045,980
Less Vacancy % 7.00%	\$73,219
Effective Gross Income	\$972,761

Rental Assistance? TRUE

Expenses		
Category	Total	Per Unit
Administrative	\$319,776	\$3,997
Utilities	\$85,381	\$1,067
Operating & Maintenance	\$160,392	\$2,005
Taxes & Insurance	\$177,152	\$2,214
Total Operating Expenses	\$742,701	\$9,284
Replacement Reserves	\$24,000	\$300
Total Expenses	\$766,701	\$9,584

Cash Flow	
EGI	\$972,761
Total Expenses	\$766,701
Net Income	\$206,060
Debt Service	\$118,709
Debt Coverage Ratio (YR1):	1.74

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

	Income Levels	Rent Levels
	# of Units	# of Units
<=30% AMI	0	0
40% AMI	12	12
50% AMI	28	28
60% AMI	40	40
>60% AMI	0	0
Market	0	0

Income Averaging? FALSE

Extended Use Restriction? 30

Y. Efficient Use of Resources

Credit Points for 9% Credits:

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

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

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

Combined Max	\$2,436,485
Credit Requested	\$1,356,694
% of Savings	44.32%
Sliding Scale Points	147.73

Cost Points:

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

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

Total Costs Less Acquisition	\$22,871,132	
Total Square Feet	49,426.81	
Proposed Cost per SqFt	\$462.73	
Applicable Cost Limit per Sq Ft	\$497.00	
% of Savings	6.90%	
Total Units	81	
Proposed Cost per Unit	\$282,360	
Applicable Cost Limit per Unit	\$533,792	
% of Savings	47.10%	
Max % of Savings	47.10% Sliding Scale Points	94.20

Tab A:

Organizational Documents, developer fee agreement and Org Chart for this deal
(MANDATORY)

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

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

**Article I.
Operating Agreement and Purpose**

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

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

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

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

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

F. *Tax Matters Manager.*

1. Designation and Authority of the Tax Matters Manager.

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

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

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

2. Obligations of Members.

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

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

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

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

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

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

Article II. Capital Contributions

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

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

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

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

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

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

Article III. Allocation of Profits and Losses

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

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

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

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

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

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

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

C. *Special and Curative Allocations.*

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

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

D. *Other Allocation Rules.*

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

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

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

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

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

E. *Distributions.*

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

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

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

Article IV.
Management and Rights of Members

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

B. *General Powers of the Manager.*

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

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

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

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

c. Collect funds due to the Company.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

F. *Power of Attorney.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article V. Indemnification

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

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

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

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

Article VI.
Transfer of Membership Interest

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

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

C. *Permitted Transfers.*

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

a. Other Members;

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

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

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

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

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

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

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

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

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

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

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

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

Article VII. Admission of a New Member

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

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

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

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

Article VIII. Purchase Price

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

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

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

Article IX. Settlement

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

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

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

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

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

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

Article X. Dissolution

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

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

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

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

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

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

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

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

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

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

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

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

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

Article XI. Miscellaneous

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURE PAGE TO FOLLOW]

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

MEMBERS:

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

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

Date: January 28, 2021

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

VIRGINIA SUPPORTIVE HOUSING,
a Virginia nonprofit corporation

Date: January 28, 2021

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

Schedule A

**Capital Contributions and
Membership Interests**

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

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

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

**Section 1
Organization and Purpose**

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

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

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

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

**Section 2
Management**

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

2.02 *Management of the Company.*

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

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

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

2.03 *Compensation and Reimbursements.*

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

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

Section 3 Member Meetings

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

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

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

Section 4 Capital Contributions and Distributions

4.01 *Member's Capital Contributions.*

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

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

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

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

Section 5 Tax Matters

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

Section 6 Dissolution and Termination

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

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

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

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

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

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

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

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

(c) Third, to the Member.

6.05 *Certificate of Cancellation.*

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

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

Section 7 Notices

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

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

Section 8 Miscellaneous Provisions

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

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

VIRGINIA SUPPORTIVE HOUSING,
a Virginia nonstock corporation

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

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EXHIBIT A

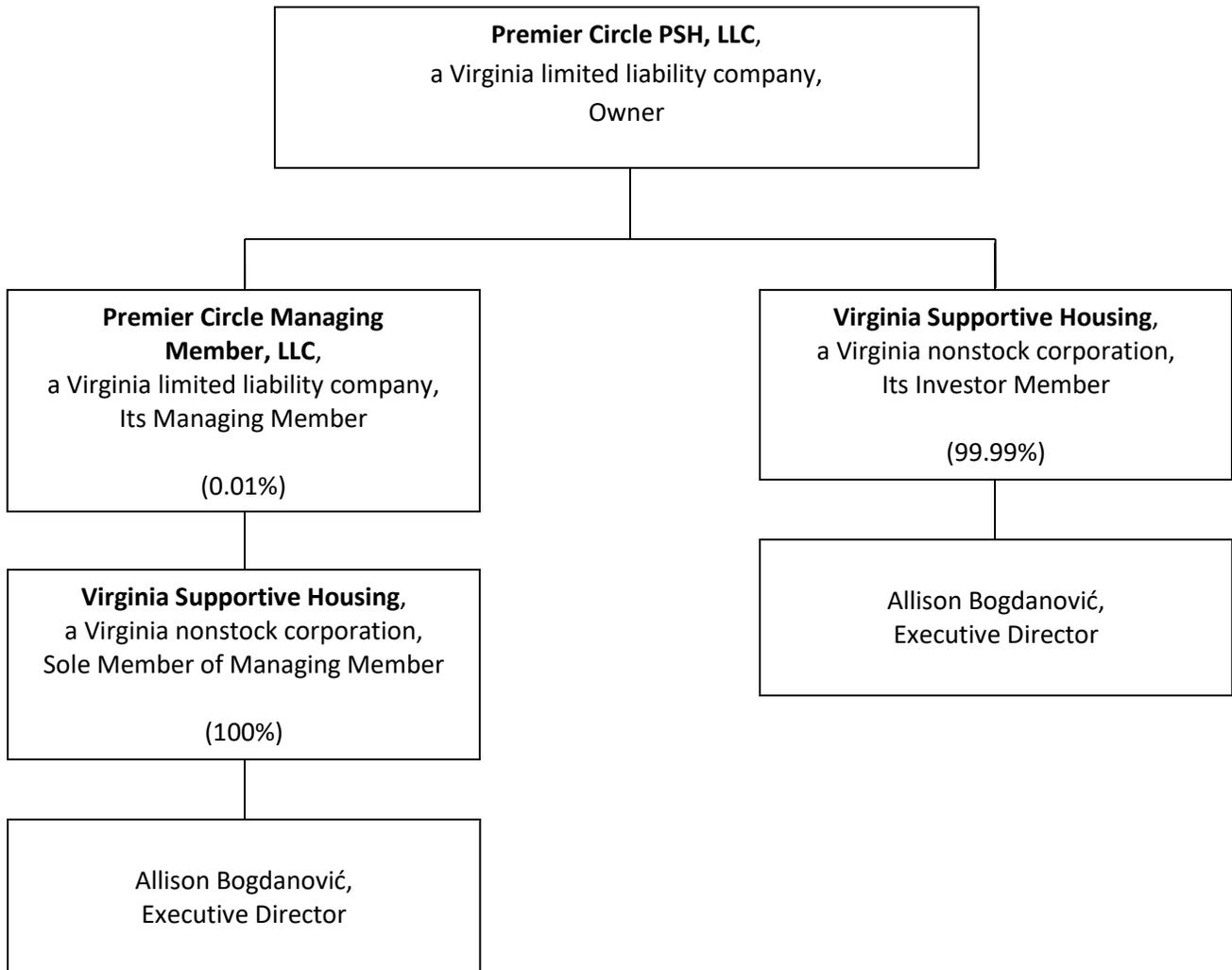
TO OPERATING AGREEMENT OF PREMIER CIRCLE MANAGING MEMBER, LLC

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

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

Premier Circle PSH

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



DEVELOPMENT AGREEMENT

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

WITNESSETH:

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

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

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

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

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

Section 1. Development Services.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 3. Accounts and Records.

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

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

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

Section 4. Obligation To Complete Construction.

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

Section 5. Development Amount.

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

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

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

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

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

Section 6. Applicable Law.

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

Section 7. Binding Agreement.

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

Section 8. Headings.

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

Section 9. Terminology.

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

Section 10. Benefit of Agreement.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

COMPANY:

PREMIER CIRCLE PSH, LLC,
a Virginia limited liability company

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

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

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

DEVELOPER:

VIRGINIA SUPPORTIVE HOUSING,
a Virginia nonstock corporation

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

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Tab B:

Virginia State Corporation Commission Certification
(MANDATORY)

Commonwealth of Virginia



State Corporation Commission

CERTIFICATE OF FACT

I Certify the Following from the Records of the Commission:

That Premier Circle PSH, LLC is duly organized as a Limited Liability Company under the law of the Commonwealth of Virginia;

That the Limited Liability Company was formed on January 25, 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:

March 6, 2023

A handwritten signature in cursive script, appearing to read "Bernard J. Logan".

Bernard J. Logan, Clerk of the Commission

Tab C:

Principal's Previous Participation Certification
(MANDATORY)

Appendices continued

Previous Participation Certification

Development Name Premier Circle PSH

Name of Applicant (entity) Premier Circle PSH, LLC

I hereby certify that:

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

Appendices continued

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.

DocuSigned by:

9D0B8256B4D4411...
Signature

Allison Bogdanovic
Printed Name

3/13/2023
Date (no more than 30 days prior to submission of the Application)

Tab D:

List of LIHTC Developments (Schedule A)
(MANDATORY)

List of LIHTC Developments (Schedule A)

Development Name _____

Name of Applicant _____

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 for the past 15 years.
4. Use separate pages as needed, for each principal.

Principal's Name _____

Controlling GP (CGP) or 'Named' Managing Member of Proposed property?* YES NO

	Development Name and Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1.								
2.								
3.								
4.								
5.								
6.								
7.								
8.								

Appendices continued

	Development Name and Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
9.								
10.								
11.								
12.								
13.								
14.								
15.								
16.								
17.								
18.								
19.								
20.								
21.								
22.								
23.								
24.								
25.								
26.								

Appendices continued

	Development Name/ Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
27.								
28.								
29.								
30.								
31.								
32.								
33.								
34.								
35.								
36.								
37.								
38.								
39.								
40.								

* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

List of LIHTC Development (Schedule A) Additional Information

Heron's Landing Explanation of Non-Compliance and Status Statement:

In 2022 Heron's Landing experienced a cooking fire in unit 322. This fire activated the sprinkler system which caused damage to eleven (11) other units. Heron's Landing was issued an IRS Form 8823 as a result of the casualty loss associated with the fire and sprinkler damage.

Virginia Supportive Housing completed repairs on all twelve (12) units and requested a corrected an IRS Form 8823 from Ken Lambert at Virginia Housing. The repairs were completed and the request for correction was submitted less than one year after the IRS Form 8823 was issued.

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

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

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

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

New Clay House – 707 N Harrison Street, Richmond
Gosnold Apartments – 2425 Gosnold Avenue, Norfolk
Cloverleaf Apartments – 964 South Military Highway, Virginia Beach
South Bay Apartments – 1600 South Street, Portsmouth
Studios at South Richmond – 5409 Hull Street Road, Richmond
The Crossings at Fourth and Preston – 401 Fourth Street NW, Charlottesville
Heron’s Landing – 2133 South Military Highway, Chesapeake
Crescent Square – 1333 Diamond Springs Road, Virginia Beach
Church Street Station Studios – 2016 Church Street, Norfolk
Cool Lane Apartments – 1900 Cool Lane, Richmond
Premier Circle PSH – 405 Premier Circle, Albemarle

VSH operates two supportive studio apartment buildings in Richmond – New Clay House and Studios at South Richmond. Since opening in 1992 with forty-seven units, New Clay House, the

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

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

Gosnold Apartments in Norfolk opened in December 2006 and has sixty supportive studio apartments for homeless adults from the cities of Norfolk, Virginia Beach, and Portsmouth. The project is part of a regional effort to end homelessness in South Hampton Roads and has been recognized by HUD as the first regional studio apartments for homeless single adults in the nation. Gosnold Apartments involved the adaptive reuse of an RC Cola bottling warehouse at a total cost of \$5,600,000. All sixty units have Section 8 Moderate Rehabilitation Vouchers administered through the Norfolk Redevelopment and Housing Authority (NRHA). Gosnold Apartments received the Governor's Housing Achievement Award in November 2007. In 2022 Gosnold Apartments received a reservation of Low-Income Housing Tax Credits for the renovation and expansion of Gosnold Apartments into one-hundred studio units for homeless and low-income individuals. Total development costs for the renovation and expansion are estimated at approximately \$20,000,000 with sources of funding including federal, state, local, and private funds. Construction is expected to begin in 2024 with anticipated construction completion in 2025.

VSH opened Cloverleaf Apartments in Virginia Beach in October 2008. Cloverleaf Apartments involved the adaptive reuse of an old skating rink into sixty supportive studio apartments for homeless single adults from the cities of Virginia Beach, Norfolk, Portsmouth, and Chesapeake. Each City provided public support and funding for Cloverleaf Apartments. VSH obtained EarthCraft Virginia certification for green building and energy resource efficiency. The total

development cost for Cloverleaf Apartments was approximately \$6,900,000. All sixty units have Project Based Vouchers administered through the Virginia Beach Department of Housing and Neighborhood Preservation (VBDHNP).

In November 2010, VSH opened South Bay Apartments in Portsmouth. South Bay Apartments involved the new construction of sixty supportive studio apartments that are EarthCraft Virginia certified for green building and energy resource efficiency. This was the third regional collaboration to end homelessness in the Hampton Roads area and includes housing units for homeless individuals from Portsmouth, Norfolk, Virginia Beach, and Chesapeake; each city provided public support and funding for the development of South Bay Apartments. All sixty units have Project Based Vouchers administered through NRHA, VBDHNP, Portsmouth Redevelopment and Housing Authority (PRHA), and Chesapeake Redevelopment and Housing Authority (CRHA). Total development costs were approximately \$6,900,000. South Bay Apartments was the highest ranking application in the 2009 non-profit pool for tax credit applications. EarthCraft Virginia recognized South Bay Apartments with the 2011 Multi-Family Development of the Year award for energy and resource efficiency.

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

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

Crescent Square, VSH's second permanent supportive housing development in Virginia Beach and the fifth regional collaboration in South Hampton Roads, opened in early 2016. Crescent

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

Church Street Station Studios opened in November 2017 and was VSH's sixth regional collaboration in South Hampton Roads. Church Street was the new construction of eighty supportive studio units in Norfolk for homeless and low-income adults from Norfolk and Virginia Beach. All eighty units received Project Based Vouchers administered through NRHA and VBDHNP. The building is EarthCraft Virginia certified. In 2020 Church Street Station Studios received Viridian's Multifamily Project of the Year award for energy and resource efficiency. Total development costs were approximately \$13,900,000. Church Street Station Studios was the highest scoring application in the 2016 non-profit pool for tax credit applications and received the Governor's Best Regional Partnership Award in 2018.

Cool Lane Apartments is the adaptive re-use of a vacant assisted living facility in the City of Richmond and Henrico County. Cool Lane Apartments is eighty one-bedroom and six studio apartments for homeless and low-income individuals from the Richmond Region. Total development costs are estimated at approximately \$22,000,000 with funding provided by local, state, and federal private and public funds. Eighty-six units have received a commitment of Project Based Vouchers by RRHA. Cool Lane Apartments began construction in 2022 with construction completion anticipated in 2023. Cool Lane Apartments will contain additional office space for Virginia Supportive Housing staff as well as space for community partners.

Premier Circle PSH is the new construction of seventy-seven studio and three one-bedroom apartments with supportive services for homeless and low-income individuals in Albemarle County. Total development costs are estimated over \$24,000,000 with funding from local, state, and federal private and public funds. Premier Circle PSH received a reservation of Low-Income Housing Tax Credits in 2021 and construction is expected to begin in 2024 lasting approximately 15 months. Premier Circle PSH is part of a larger development in partnership with Piedmont Housing Alliance, Blue Ridge Area Coalition for the Homeless (BRACH), and People and Congregations Engaged in ministry (PACEM).

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

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

Community Houses for Individuals with Disabilities

Stratford House – 2925 Cherokee Road, Richmond

Bliley Manor – 6119 Bliley Road, Richmond

Independence House – 1725 National Street, Richmond

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

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

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

Apartments for Individuals with Disabilities

James River Apartments – 1517 Jefferson Davis Highway, Richmond and

1301 Blakemore Road, Richmond

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

Apartments for Homeless Families and Families with Disabilities – FIND, Inc.

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

In the spring of 2000, VSH began the Families in Neighborhoods Developing (FIND) program to address the needs of families who are prepared to move out of shelters and transitional housing into apartments in the community. The apartments are all affordable with rents well below market rates to serve very low, low, and moderate income persons. VSH provides case management services to help the families maintain their housing.

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

Experienced Rental Management Partner

VSH has been actively managing supportive housing properties since the opening of New Clay House in 1992 and became a VHDA Certified Management Agent without qualification in 2010. VSH currently owns and manages 640 housing units as well as manages 30 units of permanent supportive housing at the City of Virginia Beach Housing Resource Center (HRC). The VSH management portfolio includes small multifamily buildings, community houses, and larger supportive studio apartment buildings. VSH property management staff members are experienced with property standards and reporting requirements for various U.S. Department of Housing and Urban Development (HUD), Department of Housing and Community Development (DHCD), Virginia Housing Development Authority (VHDA), and local funding programs such as Low-Income Housing Tax Credits, Historic Tax Credits, HOME and CDBG programs, HUD Section 811, and HUD Supportive Housing. VSH property management staff are also experienced in working with multiple Public Housing Authorities (PHAs) on the administration of Project and Tenant Based Rental Assistance. All housing units managed by VSH have passed federal, state, and local reviews and inspections, demonstrating the application of consistent property management standards at all VSH properties.

Proven, Permanent Solution to Homelessness

VSH has a proven track record to ending homelessness – 98% of VSH residents do not return to a state of homelessness. VSH tracks outcome measures related to the housing stability, income, and health of each client. VSH is CORES Certified. The Certified Organization for Resident Engagement & Services (CORES) Certification recognizes organizations that have developed a robust commitment, capacity, and competency in providing resident services coordination in

affordable rental homes. This certification demonstrates VSH's commitment to providing housing and services that are connected in a way that supports the success of our residents.

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

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

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

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

VSH is licensed by the Virginia Department of Behavioral Health and Developmental Services to provide mental health services. Qualified Mental Health Professionals certified by the Virginia Department of Health Professions provide individualized mental health skill-building services one-on-one in the individual's home and community. Services include medication management,

mental health counseling, substance use service coordination, vocational support, daily living skills, and housing stabilization services.

Housing Access Programs

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

The Hampton Roads Housing First program has seven Supportive Services Specialists, two Housing Specialists, an Outreach Specialist, and a Team Leader. The Richmond Housing First program has eleven Supportive Services Specialists, two Housing Specialists, a SOAR Benefits Coordinator, and a Team Leader. An Outreach Specialist establishes relationships with individuals who are currently homeless and living on the street in order to provide resources while helping them to connect to Continuum of Care. The SOAR Benefits Coordinator is part of the Outreach, Access, and Recovery national program designed to increase access to disability income benefit programs for eligible adults who have a serious mental illness, medical impairment, and/or co-occurring substance use disorder. The Housing Specialists establish and maintain relationships with community landlords then conduct individualized assessments with each participant to connect them landlords that have housing to meet their needs. The Supportive Services Specialists provide a plethora of services to participants in order to assist individuals with maintaining their housing. These services include, but are not limited to: collaboration with landlords, healthcare coordination, vocational services, substance abuse services, behavioral health support, daily living skills, household maintenance, medication compliance, community referrals, and probation/parole when needed.

These scattered site programs began with the first evidence-based housing first program in the state for homeless persons with a severe and persistent mental illness and have continued to be a successful collaboration between the nonprofit and government sector.

VSH also operates the state's largest Supportive Services for Veteran Families (SSVF) program serving over 500 Veteran households annually. The SSVF program provides temporary financial assistance and supportive services to promote housing stability among very low income Veteran families. Supportive services include case management, healthcare navigation, housing assistance, and outreach services to develop a plan to achieve housing stability. Staff also serve as a link for eligible Veterans to VA benefits and other public benefits.

Managing Developments with Multiple, Complex Financing Sources

VSH has demonstrated an ability to develop projects with multiple layers of complex financing, often leveraging federal, state, and local public and private funds. VSH's ten supportive studio apartment buildings for homeless and low-income single adults have involved financing from a large variety of sources including, but not limited to: the syndication of Low-Income Housing Tax Credits, Energy Tax Credits, and Federal and State Historic Tax Credits; National foundation and Local community foundation grants; State and Local HOME, CDBG and general funds; Federal Home Loan Bank AHP Funds; National, State, and Local Housing Trust Fund funds; and loans from the Virginia Department of Housing and Community Development (DHCD) and the Virginia Housing Development Authority (VHDA). VSH's Low-Income Housing Tax Credit application for South Bay Apartments was the highest ranked application in the 2009 nonprofit pool, Church Street Station Studios was the highest scoring application in the 2016 nonprofit application pool, and Cool Lane Apartments was the highest ranked and awarded application in the 2019 accessible supportive housing pool. Additionally, VSH has successfully secured Project Based Vouchers for ten developments and maintains close relationships with eight administering agencies and/or housing authorities.

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

Ownership Entity Sustainable for Affordability Period

VSH currently owns and manages 640 housing units. Since VSH opened its first property (New Clay House) in 1992, the agency has successfully operated each building. No VSH properties have been closed or unable to continue operation. VSH has remained the owner and property manager throughout the affordability period for each property it has developed.

A volunteer Board of Directors working through committees assists VSH staff in the development and operational oversight of the agency. The Board hires the executive director and is responsible for establishing policies regarding programs, fiscal matters, immediate and long-range planning, insurance reporting, and fundraising. Board committees include Site Development and Asset Management, Governance, Program and Evaluation, Mission

Advancement, and Executive. The VSH Board includes professionals with experience in housing development, property management, law, and social services. The Richmond firm of Dooley and Vicars performs annual independent audits. Agency property management policies, procedures, and property financials are reviewed by the Site Development and Asset Management Committee of the Board of Directors.

Tab E:

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

PURCHASE AND SALE AGREEMENT

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

RECITALS:

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

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

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

AGREEMENT:

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

1. THE PROPERTY.

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

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

1.2.1 The Land;

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

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

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

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

2. PURCHASE PRICE AND CLOSING.

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

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

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

3. INSPECTIONS AND APPROVALS.

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

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

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

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

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

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

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

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

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

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

4.4 [Intentionally Omitted].

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

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

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

5. REPRESENTATIONS AND WARRANTIES.

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

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

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

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

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

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

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

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

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

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

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

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

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

7. CLOSING COSTS AND PRORATIONS.

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

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

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

8. CLOSING AND ESCROW.

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

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

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

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

(b) the Settlement Statement.

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

9. DAMAGE, DESTRUCTION AND CONDEMNATION.

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

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

10. DEFAULT AND REMEDIES.

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

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

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

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

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

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

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

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

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

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

12. MISCELLANEOUS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

SELLER:

PHA PREMIER CIRCLE, LLC,
a Virginia limited liability company

By: Piedmont Housing Alliance,
a Virginia nonstock corporation

Its: Manager

By: _____ (SEAL)

Name: Sunshine Mathon

Title: Manager

PURCHASER:

VIRGINIA SUPPORTIVE HOUSING,
a Virginia nonstock corporation

By: _____ (SEAL)

Name: Allison Bogdanovic

Title: Executive Director

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

SELLER:

PHA PREMIER CIRCLE, LLC,
a Virginia limited liability company

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

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

PURCHASER:

VIRGINIA SUPPORTIVE HOUSING,
a Virginia nonstock corporation

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

Exhibit A

LEGAL DESCRIPTION OF LARGER TRACT

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

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

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

ALSO DESCRIBED AS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTAINING 3.749 ACRES.

Exhibit B

SKETCH SHOWING APPROXIMATE BOUNDARIES OF LAND

[See attached]

ASSIGNMENT OF PURCHASE AND SALE AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

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

ASSIGNOR:

VIRGINIA SUPPORTIVE HOUSING,
a Virginia nonstock corporation

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

ASSIGNEE:

PREMIER CIRCLE PSH, LLC,
a Virginia limited liability company

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

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

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

**FIRST AMENDMENT TO
PURCHASE AND SALE AGREEMENT**

THIS FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT (this “First Amendment”) is made and entered into as of this 13 day of March, 2023, by and between **PHA PREMIER CIRCLE, LLC**, a Virginia limited liability company (“Seller”), and **PREMIER CIRCLE PSH, LLC**, a Virginia limited liability company (“Purchaser”).

RECITALS

A. Purchaser, as successor-in-interest to Virginia Supportive Housing, a Virginia nonstock corporation, and Seller entered into that certain Purchase and Sale Agreement dated as of March 15, 2021, as assignment by Assignment of Purchase and Sale Agreement dated March 15, 2021 (collectively, the “Agreement”), with respect to the sale of certain real property and improvements thereon located in the County of Albemarle, Virginia (the “Property”), as more particularly described therein.

B. The parties desire to amend the Agreement as hereinafter set forth.

C. All capitalized terms used herein without definition shall have the meanings given to the same in the Agreement.

NOW, THEREFORE, the parties hereto, in consideration of the mutual promises and covenants contained herein and in the Agreement, and intending to be legally bound hereby, agree that the Agreement is amended as follows:

1. Closing. Section 2.3 of the Agreement is hereby deleted and replaced in its entirety with the following:

2.3 Closing. Unless this Agreement is sooner terminated as provided in this Agreement, delivery of the Deed and the closing hereunder (the “Closing”) shall take place pursuant to an escrow closing on a date requested by Purchaser in a written notice to Seller (the “Closing Notice”), which date (the “Date of Closing”) shall be at least fifteen (15) business days from the date of the Closing Notice, but no later than June 1, 2024. In the end that Purchaser fails to deliver the Closing Notice, the Date of Closing shall be June 1, 2024. The Closing shall occur on the Date of Closing and shall be conducted by mail or overnight courier by the Title Company (as hereinafter defined), or at such other time and place as may be agreed to in writing by Seller and Purchaser. Notwithstanding the foregoing, Purchaser and Seller shall endeavor to conduct Closing by depositing (by overnight or local courier) into escrow with the Title Company all closing documents and other items in connection therewith no later than the first business date immediately prior to the Date of Closing. Notwithstanding anything herein to the contrary, in no event shall Closing take place prior to August 15, 2023.

2. Ratification. Except as expressly modified herein, the terms and conditions of the Agreement shall remain unchanged and in full force and effect. The Agreement, as modified by this

First Amendment, is hereby ratified and affirmed in all respects. If anything contained in this First Amendment conflicts with any terms of the Agreement, then the terms of this First Amendment shall prevail.

3. Successors and Assigns. This First Amendment shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

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

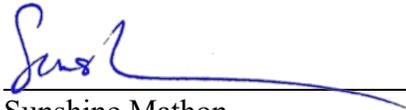
[SIGNATURE PAGE FOLLOWS]

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

SELLER:

PHA PREMIER CIRCLE, LLC,
a Virginia limited liability company

By: Piedmont Housing Alliance,
A Virginia nonstock corporation,
its Manager

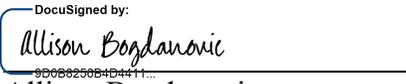
By:  (SEAL)
Name: Sunshine Mathon
Title: Manager

PURCHASER:

PREMIER CIRCLE PSH, LLC,
a Virginia limited liability company

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

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

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

Parcel Information

Parcel ID 061M0-00-00-00600
Primary Prop. Address 405 PREMIER CIR
Other Address(es) N/A
Subdivision N/A
Property Name Homeless Shelter - Previously Red Carpet Inn
Description ACREAGE 6 & 7 RED CARPET INN
Lot 00600
Property Card(s) 1
Total Acres 3.75
Tax Status Reg. Taxable

Owner Information

Owner PHA PREMIER CIRCLE LLC
Address 682 BERKMAR CIR CHARLOTTESVILLE VA, 22901
Owner as of Jan 1st PHA PREMIER CIRCLE LLC

Most Recent Assessment Information

Year 2023
Assessment Date 01/01/2023
Land Value \$3,657,100
Land Use Value \$0
Improvements Value \$1,000
Total Value \$3,658,100

Most Recent Sales History

Previous Owner TIOTA LTD
Owner PHA PREMIER CIRCLE LLC
Sale Date 03/15/2021
Sale Price \$4,300,000
Deed Book/Page 5498/22
Instrument # 202100004402

Other Tax Information as of Jan 1st

State Code Com For Business or Retailing
Tax Type Reg. Taxable
Parcel Level Use Code Motel

Other Parcels...

...on PREMIER CIR

Tab F:

RESNET Rater Certification (MANDATORY)

RESNET Rater Certification of Development Plans

Deal Name _____

Deal Address _____

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

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

In addition provide HERS rating documentation as specified in the manual

_____ **New Construction** – EnergyStar Certification

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

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

Or Must evidence a HERS Index of 80 or better

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

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

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

Additional Optional Certifications

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

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

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



viridiant

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

Unit Type	Quantity	HERS	REQUIRED HERS
Manager's Apartment	1	55	56
1bd Lower Floors	56	57	57
1bd Top floor	24	55	56
Projected Project HERS - Weighted Average		56	

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2022-03-15

Registry ID:

Ek trop e ID: kLZMBjR2

HERS® Index Score:

55

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

\$662

*Relative to an average U.S. home

Home:

405 Premier Circle
Charlottesville, VA 22901

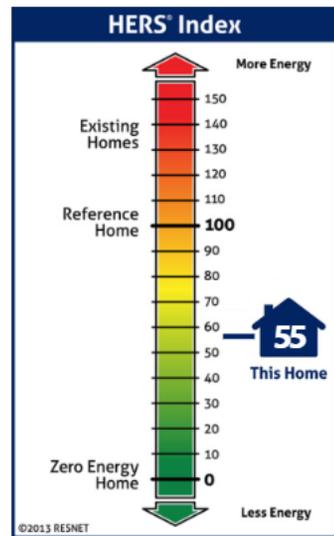
Builder:

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	3.0	\$101
Cooling	0.6	\$21
Hot Water	1.2	\$39
Lights/Appliances	12.4	\$410
Service Charges		\$79
Generation (e.g. Solar)	0.0	\$0
Total:	17.2	\$650

This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.1
ENERGY STAR MF v1.0



Home Feature Summary:

Home Type:	Apartment, end unit
Model:	Managers Office
Community:	Premier Circle
Conditioned Floor Area:	668 ft ²
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump Electric 10 HSPF
Primary Cooling System:	Air Source Heat Pump Electric 18 SEER
Primary Water Heating:	Residential Water Heater Electric 3.44 Energy Factor
House Tightness:	4 ACH50
Ventilation:	75 CFM @ 92 Watts
duct Leakage to Outside:	4 CFM25 / 100 ft ²
Above Grade Walls:	R-24
Ceiling:	Adiabatic, R-13
Window Type:	U-Value: 0.25 SHGC: 0.24
Foundation Walls:	N/A
Framed Floor:	N/A

Rating Completed by:

Energy Rater: Stacey Smith
RESNET ID: 2279319

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

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

Stacey Smith, Certified Energy Rater
Digitally signed: 3/9/23 at 2:07 PM



Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2023-01-04

Registry ID:

Ekotrope ID: Zdmep3Jd

HERS® Index Score:

57

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

\$516

*Relative to an average U.S. home

Home:

405 Premier Circle
Charlottesville, VA 22901

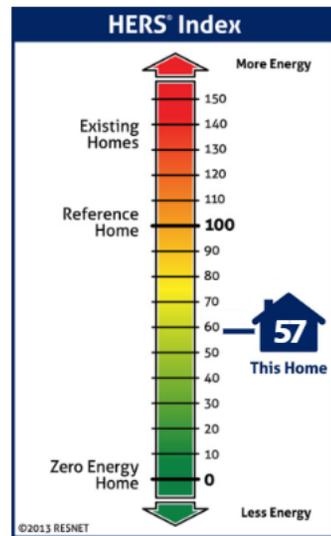
Builder:

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	1.4	\$48
Cooling	0.4	\$15
Hot Water	0.9	\$32
Lights/Appliances	11.6	\$391
Service Charges		\$79
Generation (e.g. Solar)	0.0	\$0
Total:	14.4	\$565

This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.1
ENERGY STAR MF v1.0



Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	Premier Circle - Unit Type A.1 Interior First Floor
Community:	Premier Circle
Conditioned Floor Area:	400 ft ²
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 10.8 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 17.8 SEER
Primary Water Heating:	Residential Water Heater • Electric • 3.88 UEF
House Tightness:	4 ACH50
Ventilation:	75 CFM • 100 Watts
Duct Leakage to Outside:	4 CFM25 / 100 ft ²
Above Grade Walls:	R-21
Ceiling:	Adiabatic, R-13
Window Type:	U-Value: 0.25, SHGC: 0.24
Foundation Walls:	N/A
Framed Floor:	N/A

Rating Completed by:

Energy Rater: Stacey Smith
RESNET ID: 2279319

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

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

Stacey Smith, Certified Energy Rater
Digitally signed: 3/9/23 at 2:07 PM



Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2023-01-04

Registry ID:

Ekotrope ID: d1WEekG2

HERS® Index Score:

55

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

\$536

*Relative to an average U.S. home

Home:

405 Premier Circle
Charlottesville, VA 22901

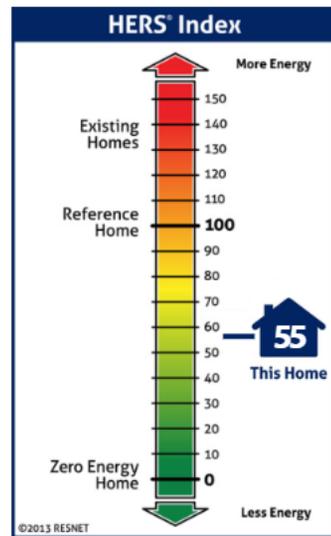
Builder:

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	1.3	\$45
Cooling	0.5	\$16
Hot Water	0.9	\$31
Lights/Appliances	11.6	\$391
Service Charges		\$79
Generation (e.g. Solar)	0.0	\$0
Total:	14.3	\$562

This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.1
ENERGY STAR MF v1.0



Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	Premier Circle - Unit Type A.1 Interior Top Floor
Community:	Premier Circle
Conditioned Floor Area:	400 ft ²
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 10.8 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 17.8 SEER
Primary Water Heating:	Residential Water Heater • Electric • 3.88 UEF
House Tightness:	4 ACH50
Ventilation:	75 CFM • 100 Watts
Duct Leakage to Outside:	4 CFM25 / 100 ft ²
Above Grade Walls:	R-21
Ceiling:	Vaulted Roof, R-58
Window Type:	U-Value: 0.25, SHGC: 0.24
Foundation Walls:	N/A
Framed Floor:	R-13

Rating Completed by:

Energy Rater: Stacey Smith
RESNET ID: 2279319

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

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


Stacey Smith, Certified Energy Rater
Digitally signed: 3/9/23 at 2:07 PM



Tab G:

Zoning Certification Letter (MANDATORY)



Zoning Certification

Date 2/24/2023

To Virginia Housing
 601 South Belvidere Street
 Richmond, Virginia 23220
 Attention: JD Bondurant

RE: ZONING CERTIFICATION

Name of Development Premier Circle PSH

Name of Owner/Applicant Premier Circle PSH, LLC

Name of Seller/Current Owner PHA Premier Circle, LLC

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

Development Description:

Development Address
405 Premier Circle, Charlottesville, VA 22901

Legal Description
See attached.

Proposed Improvements

- New Construction: 80 #Units 1 #Buildings 49,426.81 Approx. Total Floor Area Sq. Ft.
- Adaptive Reuse: _____ #Units _____ #Buildings _____ Approx. Total Floor Area Sq. Ft.
- Rehabilitation: _____ #Units _____ #Buildings _____ Approx. Total Floor Area Sq. Ft.



County of Albemarle
COMMUNITY DEVELOPMENT DEPARTMENT

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

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

Other Descriptive Information

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

Local Certification

Check one of the following as appropriate:

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

Date 2/24/2023

Signature _____

Printed Name FRANCIS H MACCALL

Title of Local Official or Civil Engineer DEPUTY ZONING ADMINISTRATOR

Phone 434-296-5832 x3418

Notes to Locality

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

Exhibit A

LEGAL DESCRIPTION OF LARGER TRACT

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

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

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

ALSO DESCRIBED AS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTAINING 3.749 ACRES.

Tab H:

Attorney's Opinion (MANDATORY)

WILLIAMS MULLEN

Direct Dial: 804.420.6585
Inowlin@williamsmullen.com

March 16, 2023

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

RE: 2023 Tax Credit Reservation Request

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

Ladies and Gentlemen:

This undersigned firm represents the above-referenced Owner as its counsel. It has received a copy of and has reviewed the completed application package dated March 16, 2023 (of which this opinion is a part) (the "Application") submitted to you for the purpose of requesting, in connection with the captioned Development, a reservation of low income housing tax credits ("Credits") available under Section 42 of the Internal Revenue Code of 1986, as amended (the "Code"). It has also reviewed Section 42 of the Code, the regulations issued pursuant thereto and such other binding authority as it believes to be applicable to the issuance hereof (the regulations and binding authority hereinafter collectively referred to as the "Regulations").

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

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

such that no tenant will pay rents in excess of what is dictated by the Code and Regulations.

5. The site of the captioned Development is controlled by the Owner, as identified in the Site Control section of the Application, for a period of not less than four (4) months beyond the application deadline.
6. The type of the nonprofit organization involved in the Development is an organization described in Code Section 501(c)(3) or 501(c)(4) and exempt from taxation under Code Section 501(a), whose purposes include the fostering of low-income housing.
7. The nonprofit organizations' ownership interest in the development is as described in the Nonprofit Involvement section of the Application form.

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

This opinion is rendered solely for the purpose of inducing the Virginia Housing Development Authority ("Virginia Housing") to issue a reservation of Credits to the Owner. Accordingly, it may be relied upon only by Virginia Housing and may not be relied upon by any other party for any other purpose.

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

WILLIAMS MULLEN, A Professional Corporation

By: 
Name: Lauren D. Nowlin
Its: Shareholder

Attorney's Opinion Letter



Date (Must be on or after the application date below)

To

Direct Dial: 804.420.6585 lnowlin@williamsmullen.com

March 16, 2023

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

RE: 2023 Tax Credit Reservation Request

Name of Development _____

Name of Owner _____

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

Ladies and Gentlemen:

This undersigned firm represents the above-referenced Owner as its counsel. It has received a copy of and has reviewed the completed application package dated March 16, 2023 (of which this opinion is a part) (the "Application") submitted to you for the purpose of requesting, in connection with the captioned Development, a reservation of low income housing tax credits ("Credits") available under Section 42 of the Internal Revenue Code of 1986, as amended (the "Code"). It has also reviewed Section 42 of the Code, the regulations issued pursuant thereto and such other binding authority as it believes to be applicable to the issuance hereof (the regulations and binding authority hereinafter collectively referred to as the "Regulations").

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

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

4. The information set forth in the Unit Details section of the Application form as to proposed rents ~~satisfies~~ exceeds the Code rent restrictions; however, the Development will satisfy all applicable requirements of the Code and Regulations due to subsidies

Williams Mullen Center | 200 South 10th Street, Suite 1600 (23219) P.O. Box 1320 Richmond, VA 23218 williamsmullen.com T 804.420.6000
F 804.420.6507 DC NC VA | A Professional Corporation

March 16, 2023 Page 2

such that no tenant will pay rents in excess of what is dictated by the Code and Regulations.

5. The site of the captioned Development is controlled by the Owner, as identified in the Site Control section of the Application, for a period of not less than four (4) months beyond the application deadline. ~~02/16/2023~~
6. ~~[Delete if inapplicable]~~ The type of the nonprofit organization involved in the Development is an organization described in Code Section 501(c)(3) or 501(c)(4) and exempt from taxation under Code Section 501(a), whose purposes include the fostering of low-income housing.
7. ~~[Delete if inapplicable]~~ The nonprofit organizations' ownership interest in the development is as described in the Nonprofit Involvement section of the Application form.

8. ~~—— [Delete if inapplicable] It is more likely than not that the representations made under the Rehab~~

~~Information section of the Application form as to the Development's compliance with or exception to the Code's minimum expenditure requirements for rehabilitation projects are correct.~~

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

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

This opinion is rendered solely for the purpose of inducing the Virginia Housing Development Authority ("Virginia Housing") to issue a reservation of Credits to the Owner. Accordingly, it may be relied upon only by Virginia Housing and may not be relied upon by any other party for any other purpose.

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

Firm

WILLIAMS MULLEN, A Professional Corporation

9%-2023

Lauren Nowlin

By: Lauren D. Nowlin

Name: _____

By _____

Its _____
Shareholder

Title _____

[102166215.2](#)

Tab I:

Nonprofit Questionnaire (MANDATORY for points or pool)

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

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

Appendices continued

Nonprofit Questionnaire

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

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

1. General Information

- a. Name of development Premier Circle PSH
- b. Name of owner/applicant Premier Circle PSH, LLC
- c. Name of nonprofit entity Virginia Supportive Housing (VSH)
- d. Address of principal place of business of nonprofit entity
8002 Discovery Drive, Suite 201, Richmond, VA 23229

Indicate funding sources and amount used to pay for office space
General funds, grants, program funds - \$122,924

- e. Tax exempt status 501(c)(3) 501(c)(4) 501(a)
- f. Date of legal formation of nonprofit (must be prior to application deadline) January 5, 1988
Evidenced by the following documentation Virginia Supportive Housing Articles of Incorporation, Articles of Amendment of the Articles of Incorporation, and a Certificate of Good Standing from the SCC.
- g. Date of IRS 501(c)(3) or 501(c)(4) determination letter (must be prior to application deadline and copy must be attached) December 3, 2009
- h. Describe exempt purposes (must include the fostering of low-income housing in its articles of incorporation) Virginia Supportive Housing (VSH) was founded in 1988 as a not-for-profit homeless services provider and community development corporation with a mission to end homelessness by providing permanent housing with supportive housing.
- i. Expected life (in years) of nonprofit 35 years old; Perpetual life expectancy

Appendices continued

- j. Explain the anticipated future activities of the nonprofit over the next five years:
 To continue to provide supportive services and affordable, low-cost housing throughout the Commonwealth of Virginia through existing programs and properties as well as new housing developments.
- k. How many full time, paid staff members does the nonprofit and, if applicable, any other nonprofit organization(s) ("related nonprofit(s)") of which the nonprofit is a subsidiary or to which the nonprofit is otherwise related have (i.e. by shared directors, staff, etc.)? 124
 How many part time, paid staff members? 25
 Describe the duties of all staff members:
 Duties of staff members include the following: housing and real estate development, construction management and supervision, financial and grants management, property management and maintenance, supportive services, human resources, and mission advancement
- l. Does the nonprofit share staff with any other entity besides a related nonprofit described above?
 YES NO If yes, explain in detail: _____
- m. How many volunteers does the nonprofit and, if applicable, any related nonprofit have?
 Virginia Supportive Housing had approximately 300 volunteers in 2022. VSH also has an all volunteer Board of Directors who are not compensated for their service.
- n. What are the sources and manner of funding of the nonprofit? (You must disclose all financial and/ or the arrangements with any individual(s) or for profit entity, including anyone or any entity related, directly, indirectly, to the Owner of the Development.
 In 2022 VSH's revenue exceeded \$16.4 Million. VSH expenses were approximately \$11.6 Million. Sources of revenue including government grants (49%), Medicaid reimbursement (1%), property management and accounting fees (4%), gifts and contributions (22%), contract revenue (3%), financial revenue (6%), and assets released from restriction (15%).
- o. List all directors of the nonprofit, their occupations, their length of service on the board, and their residential addresses Please see the attached additional information.

Appendices continued

2. Nonprofit Formation

- a. Explain in detail the genesis of the formation of the nonprofit: VSH was founded in 1988 by a group of community volunteers concerned with the growing problem of homelessness in Richmond, VA and the lack of available, effective solutions. After identifying permanent supportive housing as an effective method of reducing chronic homelessness they opened New Clay House in 1992, Virginia's first SRO.
- b. Is the nonprofit, or has it ever been, affiliated with or controlled by a for-profit entity or local housing authority?
- YES NO If yes, explain in detail: _____

- c. Has any for profit organization or local housing authority (including the Owner of the Development, joint venture partner, or any individual or entity directly or indirectly related to such Owner) appointed any directors to the governing board of the nonprofit?
- YES NO If yes, explain in detail: _____

- d. Does any for-profit organization or local housing authority have the right to make such appointments?
- YES NO If yes, explain in detail: _____

- e. Does any for profit organization or local housing authority have any other affiliation with the nonprofit or have any other relationship with the nonprofit in which it exercises or has the right to exercise any other type of control?
- YES NO If yes, explain in detail: _____

- f. Was the nonprofit formed by any individual(s) or for profit entity for the principal purpose of being included in the nonprofit Pool or receiving points for nonprofit participation under the Plan?
- YES NO

Appendices continued

g. Explain in detail the past experience of the nonprofit including, if applicable, the past experience of any other related nonprofit of which the nonprofit is a subsidiary or to which the nonprofit is otherwise related (by shared directors, staff, etc.) Please see Virginia Supportive Housing's resume included in Tab D.

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

3. Nonprofit Involvement

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

YES NO

(i) Will the nonprofit own at least 10% of the general partnership/owning entity?

YES NO

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

YES NO

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

b. (i) Will the nonprofit be the managing member or managing general partner?

YES NO If yes, where in the partnership/operating agreement is this provision specifically referenced?

Virginia Supportive Housing is the sole and managing member of Premier Circle Managing Member, LLC, the managing member of Premier Circle PSH, LLC, the owner. Please see Tab A for ownership chart.

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

Appendices continued

c. Will the nonprofit have the option or right of first refusal to purchase the proposed development at the end of the compliance period for a price not to exceed the outstanding debt and exit taxes of the for-profit entity? YES NO

If yes, where in the partnership/operating agreement is this provision specifically referenced?
Please see Article XI. N. of the Operating Agreement of Premier Circle PSH, LLC included in Tab A.

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

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

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

YES NO If yes,

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

Virginia Supportive Housing staff members are responsible for all development activities.

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

Virginia Supportive Housing will be the management entity of Premier Circle PSH. VSH will also be responsible for all operations, management, and record keeping for the development throughout the compliance period.

(iii) Will the nonprofit invest in its overall interaction with the development more than 500 hours annually to this venture? YES NO If yes, subdivide the annual hours by activity and staff responsible and explain in detail :

Desk clerks- 5824 hrs, APM- 2080 hrs, SPM- 604 hrs, Asset Compliance Mgr.- 604 hrs, Director of PM-208 hrs, Maint. Tech.- 1040 hrs, Maint. Apprentice- 2080 hrs, Maint. Supervisor- 604 hrs, Supportive Services Specialist- 4160 hrs, Services Program Mgr- 720 hrs, Services AD- 240 hrs, Accountant - 208 hrs, Assoc. Dir. Finance-104

Appendices continued

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

Premier Circle PSH is part of a larger planned development among VSH, Piedmont Housing Alliance & BRACH.

The partnership was formed in response to the COVID-19 pandemic which created both an immediate need for non-congregate shelter and long-term need for more affordable housing units. An existing motel was converted by BRACH into temporary non-congregate shelter. Once shelter operations cease the site will be subdivided for the phased development of Premier Circle PSH by VSH followed by multi-family apartments by PHA.

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

Premier Circle PSH, LLC is the ownership entity. Premier Circle Managing Member, LLC is the managing member with 0.01% ownership. VSH is the investor member with 99.99% ownership. VSH is the sole member of the managing member.

- g. If this is a joint venture, (i.e. the nonprofit is not the sole general partner/managing member), explain the nature and extent of the joint venture partner's involvement in the construction or rehabilitation and operation or management of the proposed development.

N/A.

- h. Is a for profit entity providing development services (excluding architectural, engineering, legal, and accounting services) to the proposed development? YES NO If yes,

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

Virginia Supportive Housing will contract for construction management services on an as needed basis.

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

In the event construction management services are needed VSH will solicit proposals from several for-profit organizations in accordance with procurement policies.

Appendices continued

i. Will the nonprofit or the Owner (as identified in the application) pay a joint venture partner or consultant fee for providing development services? YES NO If yes, explain the amount and source of the funds for such payments.

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

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

YES NO If yes, explain:

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

YES NO If yes, explain:

Appendices continued

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

N/A.

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

Virginia Supportive Housing is a community non-profit organization.

4. Virginia and Community Activity

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

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

Virginia Supportive Housing serves homeless and low-income individuals and families throughout the Commonwealth of Virginia including Charlottesville, the Richmond MSA, and South Hampton Roads.

c. Does the nonprofit or, if applicable, related nonprofit have experience serving the community where the proposed development is located (including advocacy, organizing, development, management, or facilitation, but not limited to housing initiatives)? YES NO

If yes, or no, explain nature, extent and duration of any service:

For 35 years VSH has been developing and providing permanent, affordable housing and comprehensive supportive services for homeless and low-income individuals in Virginia. VSH developed The Crossings at 4th and Preston, its first permanent supportive housing development in Charlottesville, in 2012. The Crossings is home to 60 formerly homeless and low-income individuals from Charlottesville and Albemarle, the same population that Premier Circle PSH will serve. VSH has successfully operated and managed The Crossings since 2012.

Appendices continued

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

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

YES NO

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

YES NO If yes, explain:

Premier Circle PSH is part of a larger planned development and partnership among VSH, Piedmont Housing Alliance, and the Blue Ridge Area Coalition for the Homeless (previously the Thomas Jefferson Area Coalition for the Homeless).

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

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

VSH attended the Places 29 Hydraulic Community Advisory Committee meeting on October 19, 2020 where the project received support and no opposition to the development.

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

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

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

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

YES NO

Appendices continued

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

The Board of Directors meets every other month on the 1st Tuesday of the month at noon. Meetings are held in locations that are both accessible and open the public.

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

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

VSH has received state and local funding to be used for program-specific supportive services, operational, and administrative expenses.

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

YES NO If yes, explain:

n. Has the nonprofit ever applied for Low Income Housing Tax Credits for a development in which it acted as a joint venture partner with a for-profit entity? YES NO

If yes, note each such application including: the development name and location, the date of application, the nonprofit's role and ownership status in the development, the name and principals of the joint venture partners, the name and principals of the general contractor, the name and principals of the management entity, the result of the application, and the current status of the development(s).

Appendices continued

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

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

Please see Tab D for the List of LIHTC Developments (Schedule A) and Virginia Supportive Housing's resume.

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

Premier Circle PSH received a reservation of Low-Income Housing Tax Credits in 2021.

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

YES NO If yes, explain:

New Clay House -VHP and VH funds; South Richmond SRO - VHP funds; Third Ave. Apts. - VHP funds; Cloverleaf Apts. - VH funds; The Crossings at 4th and Preston - VH funds; Crescent Square - VH funds; Studios II - VH funds; Church St. Station Studios- VH funds; New Clay House II- VH funds; Cool Lane Apts- VH funds.

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

YES NO If yes, explain the need identified:

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

YES NO If yes, explain the plan:

Appendices continued

5. Attachments

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

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

Date 3/13/2023

Owner/Applicant Premier Circle PSH, LLC

By ^{DocuSigned by:}
Allison Bogdanovic
9D0B8256B4D4411...

Its Executive Director
Title

Date 3/13/23

Virginia Supportive Housing
Nonprofit

By ^{DocuSigned by:}
Jason Snook
95142D67D906414...

Board Chairman

By ^{DocuSigned by:}
Allison Bogdanovic
9D0B8256B4D4411...

Executive Director

Premier Circle PSH

Non-Profit Questionnaire: Additional Information

1. General Information

- f. Date of legal formation of non-profit; evidenced by the following documentation:
 - Virginia Supportive Housing Articles of Incorporation
 - Virginia Supportive Housing Articles of Amendment of the Articles of Incorporation
 - Certificate of Good Standing from the SCC

ARTICLES OF INCORPORATION

OF

S.R.O. HOUSING OF RICHMOND

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

ARTICLE I

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

ARTICLE II

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

A. The specific and primary purposes are:

1. To raise the economic, educational and social levels of underprivileged residents of the Richmond, Virginia metropolitan area by providing affordable single room occupancy and low-cost housing within the Richmond metropolitan area and promote community-wide interest and concern for the problems of such residents;

2. To expand the opportunities available to said residents and groups to own, manage, and operate business enterprises by furthering the development of locally-owned or -operated business enterprises in economically underprivileged or depressed areas; to assist said residents and groups in developing entrepreneurial and management skills necessary for the successful operation of business enterprises; to provide

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III

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

No part of the assets or net earnings of the corporation shall inure to the benefit of, or be distributable to, any member, director or officer of the corporation, or any private individual (except that reasonable compensation may be paid for services rendered to or for the corporation affecting one or more of its purposes and benefits may be conferred that are in conformity with said purposes), nor shall any private individual

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

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

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

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

ARTICLE IV

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

ARTICLE V

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

ARTICLE VI

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

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

ARTICLE VII

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

ARTICLE VIII

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

ARTICLE IX

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

Leslie Herdegen
2904 Third Avenue
Richmond, Virginia 23222

Karl Bren
205 North 4th Street
Richmond, Virginia 23219

Susanna Capers
7825 Cherokee Road
Richmond, Virginia 23225

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

ARTICLE X

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

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

Dated: 1/5/88

Christopher M. Malone
Christopher M. Malone, Incorporator

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

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

"ARTICLE I

The name of the Company is Virginia Supportive Housing."

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

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

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

S.R.O. HOUSING OF RICHMOND

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

Commonwealth of Virginia



State Corporation Commission

CERTIFICATE OF GOOD STANDING

I Certify the Following from the Records of the Commission:

That VIRGINIA SUPPORTIVE HOUSING is duly incorporated under the law of the Commonwealth of Virginia;

That the corporation was incorporated on January 14, 1988;

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

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

Nothing more is hereby certified.



Signed and Sealed at Richmond on this Date:

March 6, 2023

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

Bernard J. Logan, Clerk of the Commission

1. General Information

g. IRS 501 (c)3 Determination Letter



Department of the Treasury
Internal Revenue Service

P.O. Box 2508
Cincinnati OH 45201

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

00017800
BODC: TE

VIRGINIA SUPPORTIVE HOUSING
1010 N THOMPSON
RICHMOND VA 23230

15000

Employer Identification Number: 54-1444564
Person to Contact: Mrs. Dudley
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Nov. 23, 2009, request for information regarding your tax-exempt status.

Our records indicate that your organization was recognized as exempt under section 501(c)(03) of the Internal Revenue Code in a determination letter issued in JULY 1988.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

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

Beginning with the organization's sixth taxable year and all succeeding years, it must meet one of the public support tests under section 170(b)(1)(A)(vi) or section 509(a)(2) as reported on Schedule A of the Form 990. If your organization does not meet the public support test for two consecutive years, it is required to file Form 990-PF, Return of Private Foundation, for the second tax year that the organization failed to meet the support test and will be reclassified as a private foundation.

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



IRS Department of the Treasury
Internal Revenue Service

P.O. Box 2508
Cincinnati OH 45201

015000.631534.0081.002 1 AB 0.360 532



VIRGINIA SUPPORTIVE HOUSING
1010 N THOMPSON
RICHMOND VA 23230

15000

CUT OUT AND RETURN THE VOUCHER AT THE BOTTOM OF THIS PAGE IF YOU ARE MAKING A PAYMENT,
EVEN IF YOU ALSO HAVE AN INQUIRY.

The IRS address must appear in the window.

Use for payments

BODCD-TE

0248464840

Letter Number: LTR4168C
Letter Date : 2009-12-03
Tax Period : 000000

INTERNAL REVENUE SERVICE
P.O. Box 2508
Cincinnati OH 45201



541444564

VIRGINIA SUPPORTIVE HOUSING
1010 N THOMPSON
RICHMOND VA 23230

541444564 UP VIRG 00 2 000000 670 000000000000

1. General Information

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

Jason Snook, PhD, *President*
CapTech Ventures, Inc.
Board Term: 2017-2023
2909 Hanes Avenue, Richmond, VA 23222

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

Joshua Ragland, *Treasurer*
National Cooperative Bank
Board Term: 2021-2026
6192 Treywood Lane, Manassas, VA 20112

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

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

Keith Conley
Veteran, U.S. Navy
Board Term: 2013-2023
1400 Shirleydale Avenue, Apt. 227, Henrico, VA 23231

Tanisha Davis
Virginia Beach Community Development Corporation
Board Term: 2023-2028
4560 Marlwood Way, Virginia Beach, VA 23462

Kaki Dimock
Albemarle Department of Social Services
Board Term: 2023-2028
7714 Secretarys Sand Road, Schuyler, VA 22969

Pam Goggins
Community Volunteer
Board Term: 2015-2023
213 Walsing Dr., Richmond, VA 23229

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

Sharon Nusbaum
Community Volunteer
Board Term: 2015-2023
540 New Hampshire Ave., Norfolk, VA 23508

Leslee Oliver
VHB
Board Term: 2021-2026
3419 Hawthorne Ave, Richmond, VA 23222

Sharon Patrick
Enterprise Holdings
Board Term: 2020-2025
904 Hassett Ct., Virginia Beach, VA 23464

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

Tab K:

Documentation of Development Location:

Tab K.1

Revitalization Area Certification

Appendices continued

S. Revitalization Area Information

Revitalization Area

General Instructions

Revitalization areas are defined in Virginia Code §36-55.30:2.A.

Designation

To qualify for revitalization area points, select one of the following (and provide adequate documentation):

1. The development is located in a Qualified Census Tract, as defined by HUD. (10 points)
2. The development is located in a census tract wherein 70% or more of the families have incomes which are \leq 80% statewide median income. **NOTE: These census tracts are included in the definition of target area for single-family purposes, but do not include ACEDS.** (10 points)
3. The development is located in an already established redevelopment area, conservation area or rehabilitation district created by a city or county, pursuant to §36-1 et seq. Documentation must show area boundaries and support that the development lies within those boundaries. (10 points)
4. The development is located in a Housing Rehabilitation Zone established through an ordinance created by a city, county or town pursuant to §36-55.64. Documentation must include a copy of the ordinance with support that the development lies within the Rehabilitation Zone. (15 points)
5. The development is located in a defined revitalization area. Documentation must include a resolution from the locality supporting the development's location within the revitalization area. See language below. (15 points)

The above-referenced development is located in a Revitalization Area in the Town/City/County of _____, Virginia. The revitalization area is (i) **either** (1) blighted, deteriorated, deteriorating or, if not rehabilitated, likely to deteriorate by reason that the buildings, improvements or other facilities in such area are subject to one or more of the following conditions- dilapidation, obsolescence, overcrowding, inadequate ventilation, light or sanitation, excessive land coverage, deleterious land use, or faulty or otherwise inadequate design, quality or condition, **or** (2) the industrial, commercial or other economic development of such area will benefit the city or county but such area lacks the housing needed to induce manufacturing, industrial, commercial, governmental, educational, entertainment, community development, healthcare or nonprofit enterprises or undertakings to locate or remain in such area; **and** (ii) private enterprise and investment are not reasonably expected, without assistance, to produce the construction or rehabilitation of decent, safe and sanitary housing and supporting facilities that will meet the needs of low and moderate income persons and families in such area and will induce other persons and families to live within such area and thereby create a desirable economic mix of residents in such area.

Delete the language that does not apply, (i)(1) or (i)(2) above.

6. The development is located in a Qualified Opportunity Zone and has a binding commitment of funding. Documentation must include a firm commitment of funding from a Qualified Opportunity Fund (QOF). Evidence of the self-certification to become a QOF must be provided with the commitment for funding. (15 points)

RESOLUTION

WHEREAS, the County of Albemarle is committed to ensuring that safe, decent, affordable, and accessible housing is available for all residents; and

WHEREAS, the County of Albemarle is committed to engaging actively in redevelopment and revitalization in the County's Development Areas; and

WHEREAS, the Virginia Supportive Housing proposes to construct 80 units of permanent supportive housing for homeless individuals on the site of the Red Carpet Inn located on Premier Circle (Tax Map Parcel 061M0-00-00-00600) utilizing Low Income Housing Tax Credit (LIHTC) financing; and

WHEREAS, pursuant to Virginia Code § 36-55:30.2(A), Virginia Housing may provide LIHTC financing for projects enhancing economically mixed communities located within Revitalization Areas.

NOW, THEREFORE, BE IT RESOLVED that the Albemarle County Board of Supervisors hereby certifies that the above-referenced development is located in a Revitalization Area in the County of Albemarle, Virginia, and that the project is located in area such that the industrial, commercial, or other economic development of such area will benefit the county but such area lacks the housing needed to induce manufacturing, industrial, commercial, governmental, educational, entertainment, community development, healthcare, or nonprofit enterprises or undertakings to locate or remain in such area; and

BE IT FURTHER RESOLVED that the Albemarle County Board of Supervisors has determined that private enterprise and investment are not reasonably expected, without assistance, to produce the construction or rehabilitation of decent, safe, and sanitary housing and supporting facilities that will meet the needs of low and moderate income persons and families in such area and will induce other persons and families to live within such area and thereby create a desirable economic mix of residents in such area.

I, Claudette K. Borgersen, do hereby certify that the foregoing writing is a true, correct copy of a Resolution duly adopted by the Board of Supervisors of the County of Albemarle, Virginia by a vote of six to zero, as recorded below, at a meeting held on March 17, 2021.

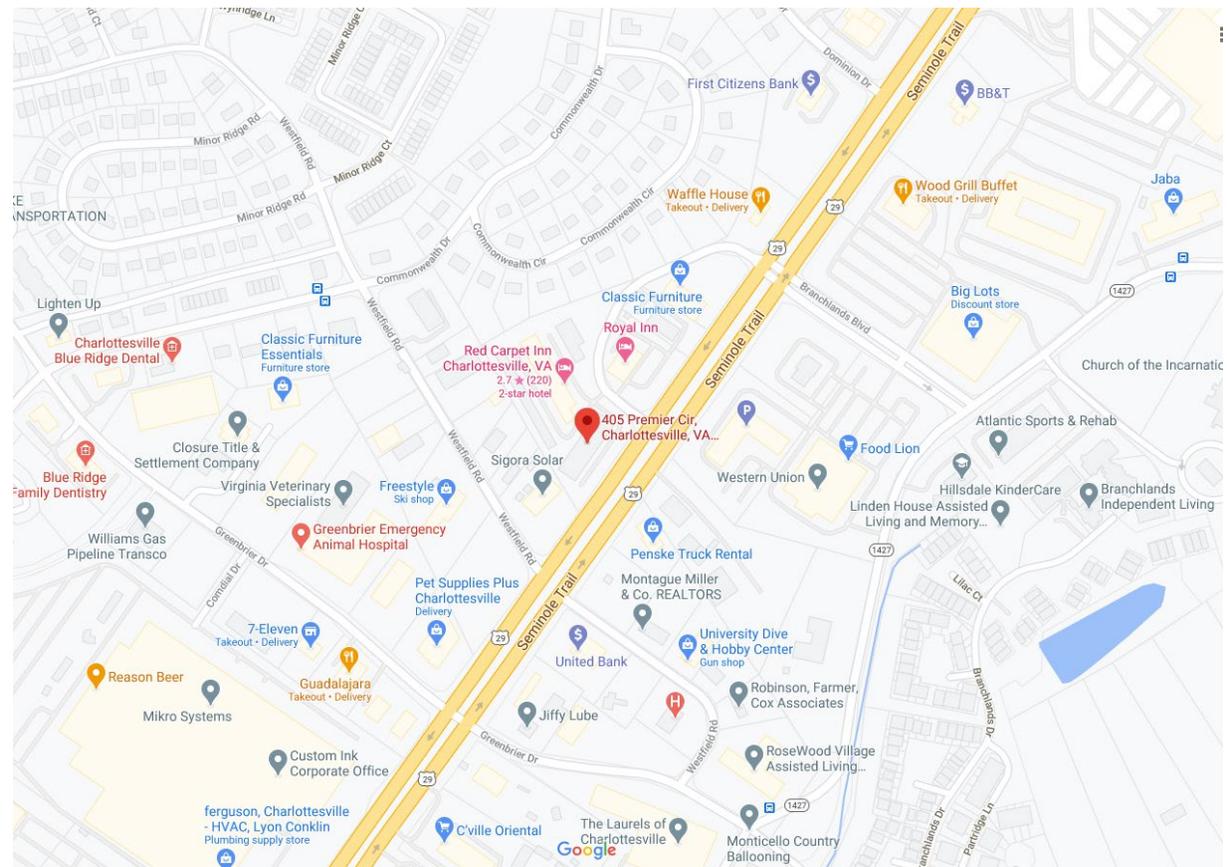
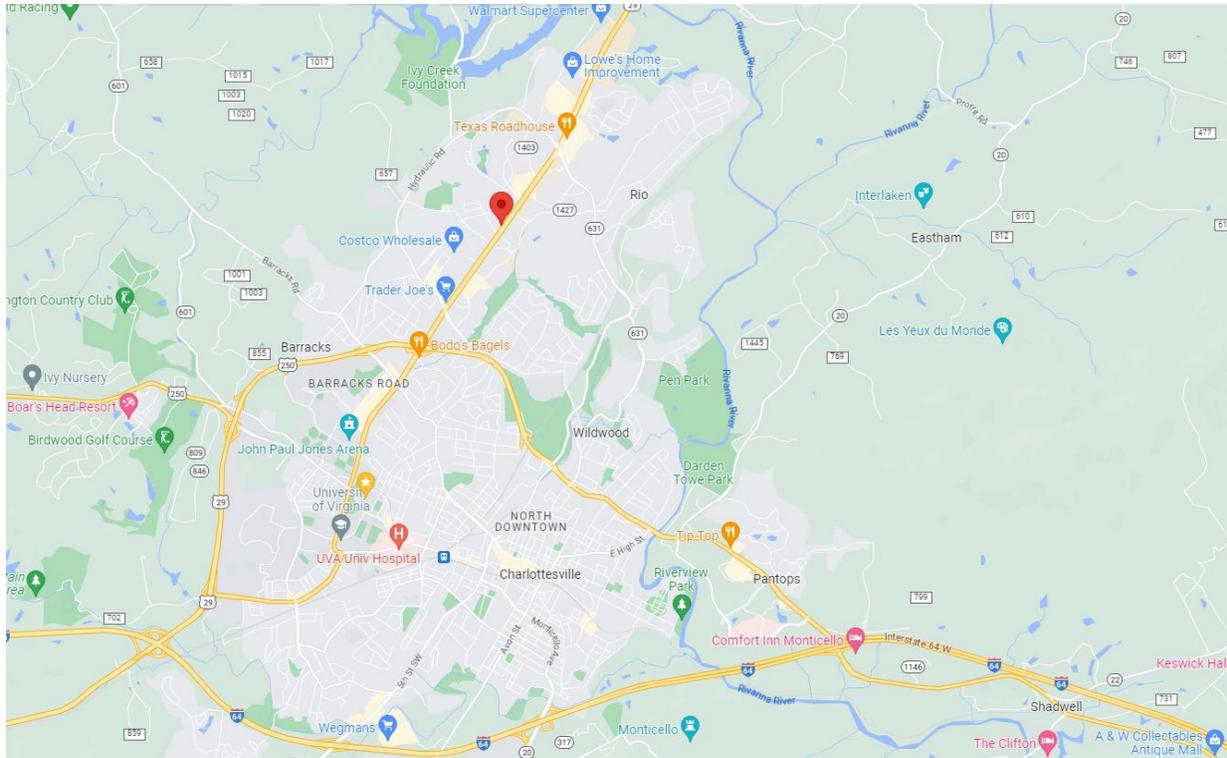

Clerk, Board of County Supervisors

	<u>Aye</u>	<u>Nay</u>
Mr. Gallaway	<u>Y</u>	___
Ms. LaPisto-Kirtley	<u>Y</u>	___
Ms. Mallek	<u>Y</u>	___
Ms. McKeel	<u>Y</u>	___
Ms. Palmer	<u>Y</u>	___
Ms. Price	<u>Y</u>	___

Tab K.2

Location Map

Location Map:
Premier Circle PSH
405 Premier Circle
Albemarle, VA 22901



Tab K.3

Surveyor's Certification of Proximity To Public
Transportation



608 Preston Avenue
Suite 200
Charlottesville, VA 22903

P 434.295.5624
F 434.295.1800
www.timmons.com

Surveyor's Certification of Proximity to Transportation

DATE: March 1, 2023

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

RE: 2023 Tax Credit Reservation Request
Name of Development: Premier Circle PSH
Name of Owner: Premier Circle PSH, LLC

Ladies & Gentlemen:

This letter is submitted to you in support of the Owner's Application for Reservation of Low-Income Housing Tax Credits under Section 42 of the Internal Revenue Code of 1986, as amended.

Based upon due investigation of the site and any other matters as it deemed necessary this firm certifies that: the main street boundary entrance to the property is within:

- 2,640 feet or ½ mile of the nearest access point to an existing commuter rail, light rail or subway station; **OR**
- 1,320 feet or ¼ mile of the nearest access point to an existing public bus stop.

Timmons Group

Firm Name

Jonathan Shawether

By: _____
It's: Project Manager
Title

Tab L:

PHA / Section 8 Notification Letter

Albemarle County Office of Housing

1600 5th Street, Suite B
Charlottesville, VA 22902
Phone: (434) 972-4011, ext. 3407
Fax: (434) 293-0281

PHA or Section 8 Notification Letter

Date 3/15/2023

To Philip Holbrook
1600 5th Street, Suite B
Charlottesville, VA 22902

RE: **Proposed Affordable Housing Development**

Name of Development Premier Circle PSH

Name of Owner Premier Circle PSH, LLC

I would like to take this opportunity to notify you of a proposed affordable housing development to be completed in your jurisdiction. We are in the process of applying for federal low-income housing tax credits from Virginia Housing. We expect to make a representation in that application that we will give leasing preference to households on the local PHA or Section 8 waiting list. Units are expected to be completed and available for occupancy beginning on 7/31/2025 (date).

The following is a brief description of the proposed development:

Development Address 405 Premier Circle, Charlottesville, VA 22901

Proposed Improvements:

- New Construction: 80 #Units 1 #Buildings
- Adaptive Reuse: _____ #Units _____ #Buildings
- Rehabilitation: _____ #Units _____ #Buildings

Proposed Rents:

- Efficiencies: \$ 917/1100/1165 /month
- 1 Bedroom Units: \$ 1170 /month
- 2 Bedroom Units: \$ _____ /month
- 3 Bedroom Units: \$ _____ /month
- 4 Bedroom Units: \$ _____ /month

Other Descriptive Information:

Premier Circle PSH is the new construction of 80 units, 3 one-bedroom and 77 studios, of permanent supportive housing at 405 Premier Circle in Albemarle County.



PHA or Section 8 Notification Letter

We appreciate your assistance with identifying qualified tenants.

If you have any questions about the proposed development, please call me at (804) 836 - 1062 .

Please acknowledge receipt of this letter by signing below and returning it to me.

Sincerely yours,

Name Julie Anderson

Title Director of Real Estate Development

To be completed by the Local Housing Authority or Sec 8 Administrator:

Seen and Acknowledged By 

Printed Name: Philip Holbrook

Title Housing Program Manager

Phone 434-995-8460

Date 3/15/2023

Tab M:

Locality CEO Response Letter



County of Albemarle
County Executive Office

Tel: 434-296-5841
Fax: 434-296-5800

March 10, 2023

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

Virginia Housing Tracking Number: 2024-ASH-06
Development Name: Premier Circle PSH
Name of Owner/Applicant: Premier Circle PSH, LLC

Dear Mr. Bondurant:

The construction or rehabilitation of the above-named development and the allocation of federal housing tax credits available under IRC Section 42 for said development will help to meet the housing needs and priorities of Albemarle County. Accordingly, Albemarle County supports the allocation of federal housing tax credits requested by Premier Circle PSH, LLC for this development.

Yours truly,

A handwritten signature in black ink, appearing to read "Jeffrey B. Richardson", is written over the typed name.

Jeffrey B. Richardson
County Executive

Tab P:

Developer Experience documentation and
Partnership agreements (Please submit this TAB as
a separate stand alone document)

Premier Circle PSH - Tab P was uploaded separately in Procorem.

Tab Q:

Documentation of Rental Assistance, Tax Abatement
and/or existing RD or HUD Property



Albemarle County Office of Housing

1600 5th Street, Suite B
Charlottesville, VA 22902
Phone: (434) 972-4011, ext. 3407
Fax: (434) 293-0281



Virginia Supportive Housing
Attn: Allison Bogdanovic, Executive Director
8002 Discovery Drive, Suite 201
Richmond, VA 23229
Abogdanovic@virginiasupportivehousing.org

March 15, 2021

Dear Ms. Bogdanovic:

Thank you for responding to the Albemarle County Office of Housing ("ACOH") Request for Proposal No. 2020-01045-44 for Project Based Vouchers ("PBVs") issued on December 4, 2020, pursuant to the Housing and Urban Development (HUD) PBV Program.

In response to your proposal, I am pleased to inform you that you have been awarded twenty-two (22) PBVs for Premier Circle PSH located at 405 Premier Circle, Charlottesville, Virginia 22901. The term of the PBVs will be for 15 years, subject to the execution of an Agreement to Enter into a Housing Assistance Payments (AHAP) Contract and a Housing Assistance Payments (HAP) Contract.

This commitment is in effect from March 15, 2021 to December 31, 2023, subject to your satisfactory compliance with the terms and conditions of that certain Memorandum of Understanding by and between ACOH and Virginia Supportive Housing dated March 15, 2021.

Again, congratulations on receiving this commitment. We look forward to working with you.

Sincerely,

Albemarle County Office of Housing

By: Phyllis Savides Date: 3-17-21
Name: Phyllis Savides
Title: Executive Director





Albemarle County Office of Housing

1600 5th Street, Suite B
Charlottesville, VA 22902
Phone: (434) 972-4011, ext. 3407
Fax: (434) 293-0281



Virginia Supportive Housing
Attn: Allison Bogdanovic, Executive Director
8002 Discovery Drive, Suite 201
Richmond, VA 23229
Abogdanovic@virginiassupportivehousing.org

March 8, 2023

Dear Ms. Bogdanovic:

Thank you for responding to the Albemarle County Office of Housing (“ACOH”) Request for Proposal No. 2023-RFP-7110820 for Project Based Vouchers (“PBVs”) issued on October 3, 2022, pursuant to the Housing and Urban Development (HUD) PBV Program.

In response to your proposal, I am pleased to inform you that you have been awarded three (3) additional PBVs for Premier Circle PSH located at 405 Premier Circle, Charlottesville, Virginia 22901. The term of the PBVs will be for 15 years, subject to the execution of an Agreement to Enter into a Housing Assistance Payments (AHAP) Contract and a Housing Assistance Payments (HAP) Contract.

This commitment is in effect from March 8, 2023 to December 31, 2024, subject to your satisfactory compliance with the terms and conditions of that certain Memorandum of Understanding by and between ACOH and Piedmont Housing Alliance.

Again, congratulations on receiving this commitment. We look forward to working with you.

Sincerely,

Albemarle County Office of Housing

By: *Kaki Dimock* Date: 3/8/23
Name: Kaki Dimock
Title: Director



Tab R:

Documentation of Operating Budget and Utility Allowances

Documentation of Operating Budget

The proposed operating budget for Premier Circle PSH was based on the current operating budget for New Clay House II, an 80-unit permanent supportive housing development of similar size and acreage in Richmond. Expenses in the operating budget reflect projected 2025 operating costs. A breakdown of the miscellaneous budget categories are included below.

Miscellaneous Administrative Costs:

Drug Testing and Pre-Employment Screenings	\$600.00
Resident Activities	\$1,200.00
IT Contract	\$7,680.00
Internet	\$2,880.00
Computer Software	\$3,807.00
Office Equipment Leasing	\$3,528.00
Bank Charges	\$3,084.00
Cable	\$854.00
Partnership Management Fee	\$11,450.00

Miscellaneous Operating Costs:

Vehicle	\$840.00
Appliances	\$780.00
Fire Alarm Suppression	\$6,600.00
Security Maintenance and Repairs	\$408.00
FF&E	\$2,616.00
Membership Dues	\$900.00
Meals/ Entertainment	\$600.00
Travel Expenses	\$636.00
Staff Mileage	\$1,280.00
Conferences/ Employee Training/ Development	\$1,200.00

Tab S:

Supportive Housing Certification

Appendices continued

Virginia Housing Permanent Supportive Housing Services Certification

Permanent Supportive Housing is housing consisting of units designated for individuals or families that are homeless, at-risk of homelessness or who have multiple barriers to independent living.

Best practices are described by the U.S. Department of Health and Human Services:

<http://store.samhsa.gov/shin/content/SMA10-4510/SMA10-4510-06-BuildingYourProgram-PSH.pdf>

For consideration, provide **all** of the following:

1. Attach a list of developments for which you've provided permanent supportive housing services. Describe the types of services that were provided.
2. A signed copy of an MOU with a local service provider agency(ies). If no MOU exists, the service provider must sign this certification. If neither is available, provide an explanation for the lack of demonstrated partnership and describe how the property will receive referrals and from whom the residents will receive services.
3. Describe your target population(s): Homeless individuals and low-income individuals, including those with a physical or mental disability
4. List the types of supportive services to be offered: Case management; housing stabilization; independent living skills; transition planning; community engagement and social support; employment, educational, and vocational support
5. Who will be providing supportive services? Virginia Supportive Housing
6. What percentage of the total number of units will be marketed to and held available for tenants in need of supportive services? 100 %

In addition, I/we certify the following:

Services

Tenant choice. Supportive housing tenants will have choices in what support services they receive (i.e., not a limited menu of services). Individual Support Plans will reflect tenant-defined needs and preferences. As supportive service tenants' needs change over time, tenants can receive more or less intensive support services.

Assertive outreach and engagement. The service team will use a variety of outreach and engagement techniques to bring tenants into helping relationships.

Case management. Case managers will serve as the bridge between tenants and the supports that help them achieve stability and long-term tenancy.

Appendices continued

Housing

Tenant choice. Supportive housing tenants will be able to choose where they want to live. Tenants cannot be evicted from their housing for rejecting services.

Access. Supportive housing units will be available to people who are experiencing homelessness, are precariously housed and/or who have multiple barriers to housing stability, including disabilities and substance abuse.

Quality. Supportive housing units will be similar to other units in the project.

Integration. Supportive housing tenants with disabilities will have a right to receive housing and supportive services in the most integrated settings available, including in buildings that include neighbors who do not have disabilities and where there is access to an array of community services and resources used by people with and without disabilities.

Rights of tenancy. Supportive housing tenant leases or subleases will confer full rights of tenancy, including limitations on landlords' entry into the property and the right to challenge eviction in landlord-tenant court. Tenants can remain in their homes as long as the basic requirements of tenancy are met — paying the rent, not interfering with other tenants' use of their homes, not causing property damage, etc. House rules, if any, are similar to those found in other housing.

Affordability. Supportive housing tenants should pay no more than 30% of their incomes toward rent and basic utilities.

Coordination between housing and services. Property managers and support service staff will stay in regular communication and coordinate their efforts to help prevent evictions and to ensure tenants facing eviction have access to necessary services and supports.

Delineated roles. There will be a functional separation of roles, with the housing elements (rent collection, property maintenance, enforcement of responsibilities of tenancy) carried out by different staff than those providing services (case management, mental health treatment, wraparound services).

The undersigned Owner certifies that each of the above statements is true and correct.

I/We agree that the commitment to provide supportive housing will remain in place throughout the Compliance Period (as described in the Extended Use Agreement).

Date 3/13/2023

Owner/Applicant Premier Circle PSH, LLC

Service Provider Virginia Supportive Housing

By Allison Bogdanovic
9D0B8256B4D4411...

By Allison Bogdanovic
9D0B8256B4D4411...

Its Executive Director of Premier Circle Managing Member, LLC, its managing member

Its Executive Director

Title

Title

Virginia Housing Permanent Supportive Housing Services Certification

Developments where Virginia Supportive Housing provides permanent supportive housing services:

<u>Property</u>	<u>Location</u>	<u>Units</u>
New Clay House II	Richmond, VA	80
Gosnold Apartments	Norfolk, VA	60
Cloverleaf Apartments	Virginia Beach, VA	60
South Bay Apartments	Portsmouth, VA	60
Studios at South Richmond	Richmond, VA	60
The Crossings at Fourth and Preston	Charlottesville, VA	60
Heron's Landing	Chesapeake, VA	60
Crescent Square	Virginia Beach, VA	80
Church Street Station Studios	Norfolk, VA	80

On-Site supportive services provided by Virginia Supportive Housing:

Case Management

VSH supportive services staff assist tenants with accessing mainstream community services and resources, monitor the quality and effectiveness of those services, and ensure coordination of care to promote achievement of each individual's personal goals including maintaining housing, securing work or entitlement income, and improving health and mental health conditions. We engage residents who seek services in developing a housing stabilization/care plan that outlines their individual goals and strategies needed to achieve their goals.

Housing Stabilization

Supportive services staff engage residents in activities that promote a consistent and safe housing environment. We offer mediation services with property management staff when required to minimize lease violations and delinquency. We provide move-in support and orientation to new residents. We coordinate with community partners and donors to provide essential household items.

Independent Living Skills

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

Community Engagement and Social Support

Supportive services staff work with our residents to ensure a strong sense of social connectedness in the apartment community as well as with the larger community in which they are located. For example, individuals participate in community meetings, attend civic association meetings and community events, plan and participate in recreational and volunteer activities, and engage in family reunification as appropriate.

Employment, Education, and Vocational Support

Supportive services staff provide assistance with resumes and employment searches. We connect residents with workforce development initiatives that may include, but are not limited to, teaching employable skills, computer classes, returning to school, and GED tutoring.

Transition Planning

Supportive services staff help coordinate transition to other subsidized housing with less intensive services when appropriate. We do this through our move-on program that connects those residents who are ready to transition to a more independent setting without on-site services. We ensure the resident is connected with community providers as their unique needs require and provide a year of follow-up services so that they can continue to be stably housed. In addition, we coordinate external placements for those who can no longer live independently and need a higher level of care, such as an assisted living or nursing facility. Lastly, we offer next of kin services to coordinate burial/memorial services.



3/11/2019

Dear Virginia Supportive Housing,

Congratulations on becoming a CORES certified organization!

The Certified Organization for Resident Engagement & Services (CORES) Certification recognizes owners that have developed a robust commitment, capacity, and competency in providing resident services coordination in affordable rental homes. The CORES Certification is applicable across the entire portfolio and is inclusive of family, senior and supportive housing communities (www.coresonline.org).

The CORES Certification recognizes Virginia Supportive Housing's investment in and development of the tools necessary to implement a robust system of resident services coordination under the Direct Model.

We have provided a version of the CORES logo which recognizes your organization as CORES certified. Please feel free to use this logo on your website or any other promotional materials.

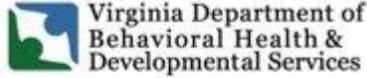
The CORES certification lasts **five years** and will expire on March 11, 2024. We recommend starting the renewal process three months in advance of the certification expiration date.

If you have any further questions, please contact us at cores@sahfnet.org.

Sincerely,



Eileen Fitzgerald
President and CEO
SAHF



DBHDS MOU Review and Decision

Virginia Supportive Housing, Developer of Premier Circle PSH Low-Income Housing Tax Credit (LIHTC) Applicant (2024-C-06) and Virginia Supportive Housing, Resident Service Provider have partnered together through a Memorandum of Understanding (MOU) to provide onsite resident services to tenants of Premier Circle PSH, once placed in service. Virginia Supportive Housing has requested DBHDS to review and approve the MOU between the parties as required in Virginia Housing's (VH) LIHTC Qualified Allocation Plan (QAP) for consideration of the extra point (15) incentive *Resident Well Being*.

The MOU:

- Meets minimum review standards
- Does not meet minimum review standards

Required Evidence of Experience:

- DBHDS affirms that as of the date on this letter, ___ Resident Service Provider has a DBHDS triennial license, in good standing, with no outstanding corrective action plans.
- LIHTC applicant asserts Service Provider meets other experience criteria to be reviewed by Virginia Housing.
- DBHDS attests/does not attest experience evidenced by receipt of a grant or grants by the service provider for provision of direct services to the development's residents

DBHDS MOU decision:

APPROVED

NOT APPROVED

Name & Title:	Janna Wiener, Housing Services Manager
Signature:	
Date:	3/8/23

Memorandum of Understanding (MOU)

Between

Premier Circle PSH, LLC

and

Virginia Supportive Housing (VSH)

March 1, 2023

This Memorandum of Understanding (“MOU”) is entered into this March 1, 2023, by and between Premier Circle PSH, LLC, herein referred to as the “Owner,” and Virginia Supportive Housing (VSH), herein referred to as the “Service Provider.” Virginia Supportive Housing (VSH) will serve as the Property Manager of Premier Circle PSH and is a party to this MOU.

I. Purpose

The purpose of this document is to identify the services to be provided by the Service Provider to the Owner in connection with Premier Circle PSH. The Owner and Service Provider agree to enter into an agreement for services for the term of the Low-Income Housing Tax Credit Compliance period.

II. Scope

Virginia Supportive Housing (VSH) as the Service Provider will provide on-site supportive services to the residents of Premier Circle PSH. The services to be provided include, but are not limited to, the following:

- a) Case Management: VSH supportive services staff assist tenants with accessing mainstream community services and resources, monitor the quality and effectiveness of those services, and ensure coordination of care to promote achievement of each individual’s personal goals including maintaining housing, securing work or entitlement income, and improving health and mental health conditions. VSH will engage residents who seek services in developing a housing stabilization/care plan that outlines their individual goals and strategies needed to achieve their goals.
- b) Housing Stabilization: Supportive services staff engage residents in activities that promote a consistent and safe housing environment. VSH offers mediation services with property management staff when required to minimize lease violations and delinquency; provides move-in support and orientation to new residents; and coordinates with community partners and donors to provide essential household items.
- c) Independent Living Skills: Supportive services staff provide individual and group counseling to help individuals resolve life issues, promote recovery and community integration, and manage mental health symptoms. Skills training is provided to improve individuals’ abilities to budget and manage finances, manage medication, secure and maintain employment, and develop positive social supports. Crisis prevention, intervention, and stabilization is provided to individuals experiencing acute distress. Other activities of daily living include navigating public transportation, nutrition and diet, personal hygiene, household cleaning and maintenance, medication management, and interpersonal skills.
- d) Community Engagement and Social Support: Supportive services staff work with residents to ensure a strong sense of social connectedness in the apartment community as well as with the larger community in which they are located.
- e) Employment, Education, and Vocational Support: Supportive services staff provide assistance with resumes and employment searches. VSH connects residents with workforce development initiatives that may include, but are not limited to, teaching employable skills, computer classes, returning to school, and GED tutoring.
- f) Transition Planning: Supportive services staff help coordinate transition to other subsidized housing with less intensive services when appropriate through a move-on program that connects those residents who are ready to transition to a more independent setting without on-site services. VSH ensures the resident is connected with community providers as their unique needs require and provide a year of follow-up services so that they can continue to be stably housed. In

addition, VSH coordinates external placements for those who can no longer live independently and need a higher level of care, such as an assisted living or nursing facility. Lastly, VSH offers next of kin services to coordinate burial/memorial services.

These services will be administered by full-time, on-site Supportive Services Specialists under the direction of Services Program Managers. These services will be provided to all residents, 100% of the units, on a voluntary basis.

III. Roles and Responsibilities

Virginia Supportive Housing (VSH) will serve as the Service Provider and provide the services listed herein to the residents of Premier Circle PSH. VSH is a recognized CORES certified organization and is licensed by Virginia Department of Behavioral Health and Developmental Services to provide Mental Health Support Services – intensive support to individuals with serious mental illness to assist them with managing symptoms, improving community living skills, taking medication as prescribed, managing finances, and addressing co-occurring physical health and substance abuse disorders. The Service Provider will provide the services listed herein on a voluntary basis to the residents of Premier Circle PSH. The Service Provider will complete and maintain all applicable documentation of services. The Service Provider will continue to operate within Premier Circle PSH for the term of the Low-Income Housing Tax Credit Compliance period.

Virginia Supportive Housing (VSH) will serve as the Property Manager of Premier Circle PSH. VSH has been actively managing supportive housing properties since 1992 and became a VHDA Certified Management Agent without qualification in 2010. VSH currently owns and manages 640 housing units as well as manages 30 units of permanent supportive housing at the City of Virginia Beach Housing Resource Center. VSH will be responsible for leasing the units at Premier Circle PSH under an approved Tenant Selection Plan. The Tenant Selection Plan, as well as resident Lease documents, will follow Virginia Landlord and Tenant Act requirements and Fair Housing laws. As the Property Manager, VSH will coordinate with the on-site Supportive Services Specialists on resident intake, move-in, and move-out where applicable.

Premier Circle PSH, LLC will serve as the owner of Premier Circle PSH.

IV. Communication

The Service Provider will work in connection with the Property Manager to ensure units at Premier Circle PSH are leased in coordination with the approved Tenant Selection Plan and that residents remain stably housed through the provision of supportive services.

Both the Service Provider and Property Manager will operate on-site and be made readily available to both staff and residents through phone, email, and in person communication.

Any notice required or permitted to be given must be addressed and delivered to the parties at their respective addresses set forth below:

If to Owner: Premier Circle PSH, LLC
8002 Discovery Drive, Suite 201
Richmond, VA 23229
Attention: Allison Bogdanovic, Executive Director of Premier Circle Managing Member, LLC

Email: abogdanovic@virginiasupportivehousing.org

If to Service Provider: Virginia Supportive Housing
8002 Discovery Drive, Suite 201
Richmond, VA 23229
Attention: Jennifer Tiller, Director of Client Services
Email: jtiller@virginiasupportivehousing.org

If to Property Manager: Virginia Supportive Housing
8002 Discovery Drive, Suite 201
Richmond, VA 23229
Attention: Sheila Parker, Director of Property Management
Email: sparker@virginiasupportivehousing.org

V. Terms & Conditions

This MOU will become effective when signed by all parties. This MOU constitutes the entire agreement between the Service Provider and Owner and is further contingent upon approval by the Virginia Department of Behavioral Health and Developmental Services. This MOU shall be constructed and enforced in accordance with the laws of the Commonwealth of Virginia. All parties agree to keep all information contained herein confidential.

This MOU may be amended or terminated by (1) mutual written consent; (2) 90 days advance written notice by either Party; or (3) completion of the operation/terms of this Agreement. Any claim, dispute, or other matter in question arising out of or related to this MOU shall be subject to a meet and confer session whereby all parties shall reach a mutually acceptable resolution and shall prepare appropriate documentation memorializing the resolution.

Each of the signatories to this MOU represents that he/she is authorized to execute the MOU on behalf of such Party and that all approvals, resolutions and consents have been obtained and that no further approvals, acts or consents are required to allow each Party to execute this MOU.

IN WITNESS WHEREOF, this MOU has been duly executed as of the date herein.

Owner: Premier Circle PSH, LLC

DocuSigned by:
By: Allison Bogdanovic
9D0B8256B4D4411...
Name: Allison Bogdanovic
Title: Executive Director of Premier Circle Managing Member, LLC, its managing member

Service Provider: Virginia Supportive Housing

DocuSigned by:
By: Jennifer Tiller
75340CA35495415...
Name: Jennifer Tiller
Title: Director of Client Programs

Property Manager: Virginia Supportive Housing

DocuSigned by:
By: Sheila G Parker
9A58954C053F484...
Name: Sheila Parker
Title: Director of Property Management

Tab T:

Funding Documentation



Ralph S. Northam
Governor

R. Brian Ball
Secretary of
Commerce and Trade

COMMONWEALTH of VIRGINIA

Erik C. Johnston
Director

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

January 13, 2022

Ms. Juliet Anderson
Director of Real Estate Development
Virginia Supportive Housing
8002 Discovery Drive
Richmond, VA 23229
janderson@virginiassupportivehousing.org

Re: Affordable and Special Needs Housing Funding
Proposal

Dear Ms. Juliet Anderson:

On behalf of the Department of Housing and Community Development (DHCD), it gives me great pleasure to inform you that Virginia Supportive Housing will receive a preliminary offer from the Fall 2021 Affordable and Special Needs Housing competitive loan pool in the amount of \$714,909 in Housing Innovations in Energy Efficiency (HIEE) funds to support the Premier Circle project.

Please note that you will receive further communication regarding the need to execute a HIEE program agreement within the next few weeks. The program agreement must be fully executed within 12 months from the date of this letter in order for this preliminary offer to result in a program commitment and reservation of funds.

As the project gets underway, please be aware that any adjustments to the capital budget, operating expense budget, pro forma numbers, and other project parameters must be approved by DHCD before the program funding agreement is transferred to Virginia Housing to request formal loan documents be drafted. Execution of the program agreement is necessary in order to finalize a formal funding reservation and loan commitment.

A member of our ASNH team will be contacting you via email to begin the contract negotiation process soon. We are pleased to be of assistance to Virginia Supportive Housing in its affordable housing efforts.

Sincerely,

Sandra Powell
Senior Deputy Director
Community Development & Housing

Partners for Better Communities



www.dhcd.virginia.gov



Ralph S. Northam
Governor

R. Brian Ball
Secretary of
Commerce and Trade

COMMONWEALTH of VIRGINIA

Erik C. Johnston
Director

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

July 6, 2020

Ms. Juliet Anderson
Director of Real Estate Development
Virginia Supportive Housing
8002 Discovery Drive
Richmond, VA 23229
Via: janderson@virginiassupportivehousing.org

Re: Affordable and Special Needs Housing Funding
Proposal

Dear Ms. Juliet Anderson:

On behalf of the Department of Housing and Community Development (DHCD), it gives me great pleasure to inform you that Virginia Supportive Housing will receive a preliminary offer from the spring 2021 Affordable and Special Needs Housing competitive loan pool in the amount of \$560,000.00 in Housing Innovations in Energy Efficiency (HIEE) funds to support the Premier Circle PSH project.

Please note that you will receive further communication regarding the need to execute a HIEE program agreement within the next few weeks. The HIEE program agreement must be fully executed within 12 months from the date of this letter in order for this preliminary offer to result in a HIEE program commitment and reservation of funds.

As the project gets underway, please be aware that any adjustments to the capital budget, operating expense budget, pro forma numbers and other project parameters must be approved by DHCD before the program funding agreement will be transferred to VHDA to request that formal loan documents be drafted. Execution of the program funding agreement is necessary in order to finalize a formal funding reservation and loan commitment.

A member of our Housing Finance Unit will be contacting you to begin the contract negotiation process. We are pleased to be of assistance to Virginia Supportive Housing, in its affordable housing efforts.

Sincerely,

Pamela G. Kestner
Acting Deputy Director of Housing

Partners for Better Communities



www.dhcd.virginia.gov



Ralph S. Northam
Governor

R. Brian Ball
Secretary of
Commerce and Trade

COMMONWEALTH of VIRGINIA

Erik C. Johnston
Director

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

January 13, 2022

Ms. Juliet Anderson
Director of Real Estate Development
Virginia Supportive Housing
8002 Discovery Drive
Richmond, VA 23229
janderson@virginiassupportivehousing.org

Re: Affordable and Special Needs Housing Funding
Proposal

Dear Ms. Juliet Anderson:

On behalf of the Department of Housing and Community Development (DHCD), it gives me great pleasure to inform you that Virginia Supportive Housing will receive a preliminary offer from the Fall 2021 Affordable and Special Needs Housing competitive loan pool in the amount of \$900,000 in National Housing Trust Fund (NHTF) funds to support the Premier Circle project.

Please note that you will receive further communication regarding the need to execute a NHTF program agreement within the next few weeks. The program agreement must be fully executed within 12 months from the date of this letter in order for this preliminary offer to result in a program commitment and reservation of funds.

An allocation of federal NHTF funds requires a developer to designate a specific number of targeted units at 30 percent AMI. The specific number of NHTF-assisted units will be determined prior to the execution of the NHTF program agreement. No work activities on the proposed project can be initiated prior to fully executing the HOME program agreement. A HUD required environmental review must be completed, and any adjustment to the capital budget, operating expense budget, pro forma numbers and other project parameters must be approved by DHCD before the program agreement can be executed.

A member of our ASNH team will be contacting you via email to begin the contract negotiation process soon. We are pleased to be of assistance to Virginia Supportive Housing in its affordable housing efforts.

Sincerely,

Sandra Powell
Senior Deputy Director
Community Development & Housing

Partners for Better Communities



www.dhcd.virginia.gov



Ralph S. Northam
Governor

R. Brian Ball
Secretary of
Commerce and Trade

COMMONWEALTH of VIRGINIA

Erik C. Johnston
Director

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

July 6, 2021

Ms. Juliet Anderson
Director of Real Estate Development
Virginia Supportive Housing
8002 Discovery Drive
Richmond, VA 23229

Re: Affordable and Special Needs Housing Funding
Proposal

Dear Ms. Juliet Anderson:

On behalf of the Department of Housing and Community Development (DHCD), it gives me great pleasure to inform you that Virginia Supportive Housing has been selected to receive an award offer from the Affordable and Special Needs Housing program's April 2021 funding pool in the amount of \$900,000.00 in Virginia Housing Trust Fund (VHTF) funds to support the Premier Circle PSH project.

Please note that you will receive further communication regarding a VHTF program agreement within the next few weeks. The VHTF program agreement must be fully executed within 12 months from the date of this letter in order for this preliminary offer to result in a VHTF program commitment and reservation of funds.

As the project gets underway, please be aware that any adjustments to the capital budget, operating expense budget, pro forma numbers and other project parameters must be approved by DHCD before the program funding agreement will be transferred to VHDA to request that formal loan documents be drafted. Execution of the program funding agreement is necessary in order to finalize a formal funding reservation and loan commitment.

Michael Haas, ASNH Program Manager, will soon be contacting you to begin the contract negotiation process. We are pleased to be of assistance to Virginia Supportive Housing in its affordable housing efforts.

Sincerely,

Pamela G. Kestner
Acting Deputy Director of Housing





Ralph S. Northam
Governor

R. Brian Ball
Secretary of
Commerce and Trade

COMMONWEALTH of VIRGINIA

Erik C. Johnston
Director

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

January 13, 2022

Ms. Juliet Anderson
Director of Real Estate Development
Virginia Supportive Housing
8002 Discovery Drive
Richmond, VA 23229
janderson@virginiassupportivehousing.org

Re: Affordable and Special Needs Housing Funding
Proposal

Dear Ms. Juliet Anderson:

On behalf of the Department of Housing and Community Development (DHCD), it gives me great pleasure to inform you that Virginia Supportive Housing will receive a preliminary offer from the Fall 2021 Affordable and Special Needs Housing competitive loan pool in the amount of \$900,000 in HOME Investment Partnerships funds to support the Premier Circle project.

Please note that you will receive further communication regarding the need to execute a HOME program agreement within the next few weeks. The program agreement must be fully executed within 12 months from the date of this letter in order for this preliminary offer to result in a program commitment and reservation of funds.

An allocation of federal HOME funds requires a developer to designate a specific number of targeted units at 50 and 60 percent AMI in the case of rental housing. The specific number of HOME-assisted units will be determined prior to the execution of the HOME program agreement. No work activities on the proposed project can be initiated prior to fully executing the HOME program agreement. A HUD required environmental review must be completed, and any adjustment to the capital budget, operating expense budget, pro forma numbers and other project parameters must be approved by DHCD before the program agreement can be executed.

A member of our ASNH team will be contacting you via email to begin the contract negotiation process soon. We are pleased to be of assistance to Virginia Supportive Housing in its affordable housing efforts.

Sincerely,

Sandra Powell
Senior Deputy Director
Community Development & Housing

Partners for Better Communities



www.dhcd.virginia.gov



Ralph S. Northam
Governor

R. Brian Ball
Secretary of
Commerce and Trade

COMMONWEALTH of VIRGINIA

Erik C. Johnston
Director

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

October 26, 2021

Ms. Julie Anderson
Director of Real Estate Development
Virginia Supportive Housing
8002 Discovery Drive
Richmond, VA 23229

Proposed Predevelopment Grant Offer

Dear Ms. Julie Anderson,

I am pleased to advise you that the Department of Housing and Community Development has approved the request of Virginia Supportive Housing for a reservation of \$100,000.00 in Permanent Supportive Housing Predevelopment grant funds.

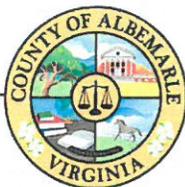
You will receive further communication in the form of a program agreement within the next few weeks. This program agreement must be fully executed within 90 days from the date of this letter in order for this preliminary offer to result in a program commitment and reservation of funds.

We are looking forward to working with you to provide affordable housing, if you have any questions as it pertains to this offer please feel free to contact me. I can be reached at: Michael.haas@dhcd.virginia.gov or 804-371-7116.

Sincerely,

Michael Haas
Housing Finance Program Manager





COUNTY OF ALBEMARLE

Department of Finance & Budget
401 McIntire Road
Charlottesville, Virginia 22902
434-296-5855

June 27, 2022

Virginia Supportive Housing
8002 Discovery Drive
Suite 201
Richmond, VA 23229

Dear Allison Bogdanovic,

This letter is to confirm that on May 4, 2022, the Albemarle County Board of Supervisors appropriated the FY 23 budget, including an amount of \$2,400,000 for Virginia Supportive Housing based on the FY 23 American Rescue Plan Act (ARPA) County funding application for Premier Circle PSH apartments.

Because your funding allocation is greater than \$15,000, you will receive a quarterly payment at the beginning of each quarter, starting in July. You will be required to provide a project status before each subsequent payment is released. The project status will need to be sent to grants@albemarle.org by the first Friday of month following the end of the quarter. For example, for the first quarter of July – September, your status would need to be received by October 7, 2022. The status should include the following information:

- Total expenditures for the quarter.
- Any significant accomplishments for your project or program related to the ARPA Reserve funding.
- A description of any setbacks or challenges related to using the ARPA Reserve funding for your project or program.

If a payment is held for any reason, once approved, it will be released on the next quarterly cycle.

The County should be notified of any significant changes to the agency/program(s) being funded (i.e. vacancies or changes in key staff, major program modifications, fiscal challenges, etc.).

As stipulated in the Board of Supervisors appropriation resolution, any funds appropriated herein to recipients who are not directly governed by the Board of Supervisors ("External Recipients") may be used only for the exclusive and singular purpose for which the funds are appropriated, subject to any additional conditions as stated in the Approved Budget, County policies, County agreement with the External Recipient, or as otherwise required or proscribed by law or ordinance.



April 8, 2022

Mr. Elliot Warsaf
Virginia Supportive Housing
8002 Discovery Drive, Suite
201
Richmond, VA 23226

RE: TJPDC Affordable Housing Development Application Submission

Dear Mr. Warsaf,

This letter is being sent to inform you that the Thomas Jefferson Planning District Commission (TJPDC) has selected your organization as a development partner for the Virginia Housing PDC Development Grant Program. The TJPDC is pleased to offer the amount of \$500,000 to develop and construct new affordable housing as a part of the Premier Circle Permanent Supportive Housing development.

According to your Proof of Concept submission and subsequent conversations, the per-unit cost estimate of \$6,250 should ensure this funding is leveraged into at least 80 new permanent supportive housing units.

Your Proof of Concept included a strong commitment to new deeply affordable housing at a variety of affordability levels. Per the Regional Housing Plan, new affordable rental construction is a critical need in Albemarle County, and region. Further, the development of new permanent supportive housing was identified as a key strategy in ending homelessness in the region. Review of your full application indicated that the project is feasible by June 2024.

In the coming weeks, TJPDC staff will reach out with a contract for all parties to sign. Feel free to share this award with staff, stakeholders, and the general public. We look forward to working alongside you in this endeavor to provide more affordable housing to our region's residents.

Sincerely,

A handwritten signature in black ink, appearing to read "Christine Jacobs".

Christine Jacobs,
Executive Director



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, D.C. 20410-1000

OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT

March 2, 2023

Julie Anderson
Virginia Supportive Housing
8002 Discovery Dr., Ste. 201
Richmond, VA 23229
Email: janderson@virginiassupportivehousing.org

Dear Anderson:

In the Consolidated Appropriations Act, 2023 (Public Law 117-328) (the FY2023 Act), Congress made funding available \$2,982,285,641 for “grants for the Economic Development Initiative (EDI) for the purposes, and in amounts, specified for Community Project Funding/Congressionally Directed Spending” in the associated table included in the accompanying joint explanatory statement (JES). These “Community Project Funding” or “CPF” awards are administered by the Department of Housing and Urban Development (HUD).

HUD received the below information about your project as listed on the JES, which was printed in the Senate section of the Congressional Record on December 20, 2022 ([CREC-2022-12-20-pt3-PgS9325-2.pdf \(congress.gov\)](https://www.congress.gov/crec/2022/12/20-pt3-PgS9325-2.pdf)). A Grant Number (noted below) has been generated by HUD and will be the unique identifier for your project throughout the grant process.

Grantee:	Virginia Supportive Housing
Project:	Premier Circle Permanent Supportive Housing
Amount:	\$500,000
Grant Number	B-23-CP-VA-1450

Pursuant to the requirements associated with the FY2023 Act, this FY2023 Grant Award Letter outlines initial grant award requirements and information needed from you to prepare your FY2023 CPF Grant Agreement for execution. The Grant Award Letter also provides an overview of the steps to execute your Grant Agreement. Further detail is provided within the FY2023 CPF Grant Guide.

This “Grant Award Letter,” is included in the “Grant Award Package” transmitted with the corresponding email. The Grant Award Package also includes:

- the “FY2023 Community Project Funding Grant Guide” (FY2023 CPF Grant Guide),
- your FY2023 Community Project Funding Grant Agreement “FY2023 CPF Grant

- Agreement,” and
- standard forms required to execute your Grant Agreement.

A brief overview of these documents is below:

- 1) **FY2023 CPF Grant Guide:** The FY2023 CPF Grant Guide provides instructions for completing the requested information and filling out the required administrative forms to initiate your FY2023 CPF Grant Agreement. The FY2023 CPF Grant Guide also provides information on the requirements that will govern these funds, as provided by the FY2023 Act, and the cross-cutting requirements that generally apply to all HUD awards as provided by HUD regulations and other applicable Federal regulations and statutes.

The FY2023 CPF Grant Guide provides guidance and instructions for access to your grant funds and fulfilling the reporting requirements for this award. The FY2023 CPF Grant Guide provides guidance for various grant administration-related actions including the Disaster Recovery Grants Reporting (DRGR) system for the financial management of these grant funds and periodic reporting of project status and accomplishments for this grant. Please refer to this document as it includes important information and forms for accessing DRGR, as well as other information concerning reporting requirements.

- 2) **FY2023 CPF Grant Agreement for this Award:** The FY2023 CPF Grant Agreement specifies the applicable statutory provisions, regulations, and administrative requirements for this award. Please read this FY2023 CPF Grant Agreement carefully, including its incorporated appendices, which contain additional mandatory award terms as well as information specific to your award, such as your organization’s indirect cost information. Please make sure all grantee information and award-specific information is entered completely and accurately before signing this Agreement. The grantee’s Authorized Representative, or legal signatory, must sign and date the FY2023 CPF Grant Agreement. Please retain a “copy” (either electronic and/or printed) of the signed and dated document for your records pending receipt of the countersigned copy from HUD. Please also note that to ensure the Project Narrative and Approved Budget (Appendices 1 and 2) reflect the project and budget as approved by HUD at the time of grant execution, Appendices 1 and 2 will be added by HUD on the date that HUD signs the FY2023 CPF Grant Agreement as stated in Article III, sections A and B of the FY2023 CPF Grant Agreement.

- 3) **Standard Forms and Required Materials:**

- a. Form HUD-1044, Assistance Award/Amendment Form (Attached)
- b. Standard Form–424 Application for Federal Assistance:
<https://www.hudexchange.info/resource/306/hud-form-sf424/>
- c. SF-424-B, Assurances for Non construction Programs, or SF-424-D, Assurances for Construction Programs: <https://www.grants.gov/forms/sf-424-family.html>
- d. SFLLL Disclosure of Lobbying Activities (as applicable):
<https://www.hudexchange.info/resource/308/hud-form-sflll/>
- e. SF-1199A - Direct Deposit Sign-Up Form:
<https://www.hud.gov/sites/documents/attachmentvisf1199A.PDF>

Evidence of the American Bankers Association (ABA) number for your depository account, such as a VOIDED blank check, a deposit slip, or similar documentation. The SF1199A form is used to collect the information necessary to establish an account for the grantee in HUD's financial system. The form is to be completed by the grantee and grantee's financial institution.

Grant Award Process Overview

Below is a step-by-step walk-through of the process and necessary documents and forms to execute your FY2023 Grant Agreement. This process and the forms are also available in the FY2023 CPF Grant Guide, which can also be found on the program's webpage at:

https://www.hud.gov/program_offices/comm_planning/edi-grants.

Grant Award Process

- 1) HUD will email a Grant Award Package including:
 - a. FY2023 Grant Award Letter (this letter)
 - b. FY2023 CPF Grant Guide
 - c. FY2023 CPF Grant Agreement
 - d. Links to Standard Forms (see list above in number 3)
- 2) Grantee should review the Grant Award Package documents and send HUD the following:
 - a. Signed and dated FY2023 CPF Grant Agreement
 - b. Completed Standard Forms
 - c. Detailed Project Narrative: The detailed project narrative should:
 - i. capture the maximum anticipated scope of the proposal, not just a single activity that the CPF grant is going toward; and
 - ii. include all contemplated actions that are part of the project.
 - d. Line-Item Project Budget: The line-item budget should:
 - i. capture the maximum anticipated scope of the proposal including the use of the FY23 CPF grant funds in context of the full project budget; and
 - ii. include all contemplated actions that are part of the project, not just a single activity that the CPF grant is going toward.
- 3) Grantee should initiate or complete a Federal environmental review: If the grantee has not yet done so, they should initiate an environmental review, as applicable.
- 4) HUD reviews returned Grant Award Package for completeness: Once HUD receives a completed grant award package, HUD will review the project narrative and budget, standard forms, grantee-signed and dated FY2023 CPF Grant Agreement.
 - a. If complete, HUD will execute the FY2023 CPF Grant Agreement.
 - b. If information is missing, HUD will work with grantee to finalize the Grant Award Package.
- 5) Payment Process: Once the Grant Agreement is executed by the Grantee and HUD, HUD will assist the grantee in getting set up in HUD's financial system. Once set up in HUD's financial system, grantees will submit payment requests.

To assist you with understanding the materials that you have received, HUD will host a series of webinars and "office hours" starting the week of March 6, 2023, to review the

requirements and support grantees through the grant award process and beyond. HUD will send reminder emails prior to each session with the registration link.

Overview of the FY2023 Act

CPF grants are subject to several Federal requirements. HUD will provide additional information and further clarification regarding applicable requirements and the grant award process in upcoming webinars and additional technical assistance. The most essential requirements include:

- **Administrative Requirements:** CPF grants are subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR Part 200.
- **Environmental Review Requirements:** CPF grants, like all projects funded by HUD, are subject to requirements under the National Environmental Policy Act (NEPA), HUD’s NEPA-implementing regulations at 24 CFR Part 50 or 24 CFR Part 58, and all appropriate federal environmental and historic preservation laws, regulations, and Executive Orders.
 - In keeping with the National Environmental Policy Act (NEPA) and HUD’s NEPA-implementing regulations at 24 CFR Part 50 or 24 CFR Part 58, **environmental reviews must be completed, and a Request for Release of Funds and Certification must be approved by HUD, as applicable, for all projects prior to taking any ‘choice limiting actions.’¹**
 - Environmental reviews must be completed before a grantee can undertake actions that prevent the grantee from taking an alternative action to minimize or avoid environmental harm, or that would have an adverse environmental impact (“choice limiting actions”). This step is required to avoid violations under 24 CFR 58.22 which provides limitations on activities pending clearance, and Section 110(k) of the National Historic Preservation Act which prohibits anticipatory demolition or significant harm of cultural and/or historic resources prior to completion of the historic preservation review process known as Section 106 review.
 - HUD defines the “Federal Nexus” for a program or project as the event that triggers the requirements for federal environmental review under a host of laws, regulations, and Executive Orders, including the prohibition on choice limiting actions.
- To be eligible, expenses must comply with applicable Federal requirements. This includes administrative requirements under 2 CFR Part 200, environmental laws, statutes and Executive Orders, and other “cross-cutting” federal requirements adhered to by HUD. In addition, environmental reviews are required for all HUD funded programs and project activities. This includes soft costs as well as hard costs.
- For FY2023 grants, the date of the FY 2023 Act’s enactment (December 29, 2022) is the date of eligibility for reimbursement for hard and soft costs and the date of the federal nexus

¹ Choice limiting actions constitute work, such as entering construction contract agreements/commitments and earth-moving activities/clearing/grubbing as well as building renovation/upgrades, that can have an adverse impact on cultural and / or historical resources or the environment, or prevent the avoidance, minimization, or mitigation of those impacts. Examples of ‘choice limiting actions’ include, but are not limited to, purchasing land, entering into contracts for property acquisition or construction, or physical work on the project.

for compliance with all environmental laws. Therefore, reimbursable/eligible hard costs can be incurred after enactment once a full environmental review is completed.

- HUD conducted a nationwide environmental review to clear activities such as administrative, planning, and operations and maintenance costs (including costs to prepare an environmental review).
 - After execution of the FY2023 CPF Grant Agreement, these soft costs may be reimbursed if incurred after December 29, 2022, and the costs would otherwise meet the allowability criteria in 2 CFR 200.403.
 - Hard costs can be reimbursed if incurred after a full environmental review is completed and the costs would otherwise meet the allowability criteria in 2 CFR 200.403.

Further explanation and guidance on choice limiting actions and the environmental review process, including historic preservation review, is included within the FY2023 CPF Grant Guide and on the program's webpage.

All information required for your grant award should be submitted via email to the dedicated mailbox at CPFGrants@hud.gov. In transmitting your information, please copy and paste the bolded information as the subject line of your email: **<Grant Number>: <Grantee Name>: Submission of Required Grant Materials**.

If you, or your staff, have any questions regarding how to complete or submit the required documents or about your grant in general, please feel free to contact Shaina Glover , in CGD at CPFGrants@hud.gov. Please note while your grant officer may change over time, we have a team approach to managing your project. Shaina Glover is the primary point of contact at HUD for this award and will be available to assist you. Include your grant number and grant name in all email correspondence.

We look forward to working with you on this important project!

Sincerely,



Robin J. Keegan
Deputy Assistant Secretary
Economic Development

ATTACHMENTS:
FY2023 Community Project Funding Grant Guide (Version 1)
FY2023 CPF Grant Agreement
Form HUD-1044 – Assistance Award/Amendment Form

Perry Foundation, Incorporated

*P.O. Box 8260, Charlottesville, Virginia 22906
Email: salp_leech@yahoo.com*

Administrator
STEPHANIE LEECH

Trustees
PHILIP L. SPARKS
President
WADE TREMBLAY
Vice President
SUZANNE J. BROOKS
Secretary
DANIEL P. GOODALL
Treasurer
SUSAN CABELL MAINS
KARA O'BRIEN COX
DONALD R. MORIN

Trustees Emeriti
ROBERTA F. BROWNFIELD
GARY C. MCGEE
EDWARD D. TAYLOR II

October 12, 2022

Allison Bogdanovic, Executive Director
Virginia Supportive Housing
PO Box 8585
Richmond, VA 23226

Dear Ms. Bogdanovic,

I am pleased to inform you that at its October 11th meeting the Perry Foundation Board of Trustees approved a \$250,000 matching grant toward construction costs for the Premier Circle PSH redevelopment project, as described in your September 1, 2022 proposal.

Virginia Supportive Housing must match Perry's grant with an equal amount in new funding received after the date of this letter and given specifically for this project. The deadline for raising and reporting matching funds is October 1, 2023. Your report should consist of a letter and list of matching donations including the donor name, amount, and date for each gift. Perry will pay this grant in two equal annual installments beginning in 2023, with the final payment contingent on provision of a copy of the Certificate of Occupancy for the building.

The Board asks that each applicant refrain from re-applying to the Perry Foundation for funding for a period of one year following receipt of the Board's decision, or one year after payment in full of a current grant, whichever comes later.

In accordance with our fiduciary responsibility we reserve the right to have our auditor examine your records in connection with our contribution.

Please accept our very best wishes for your continued success.

Sincerely yours,



Philip L. Sparks
President

Tab U:

Acknowledgement by Tenant of the availability of Renter
Education provided by Virginia Housing

Premier Circle PSH
405 Premier Circle
Albemarle, VA 22901

RE: Availability of Renter Education

Dear Resident,

As a resident of Premier Circle PSH, renter education is available to you from Virginia Housing as the local housing authority. Education includes, but is not limited to, your rights and responsibilities as a tenant, understanding your lease, and handling the application process. This education is recommended, but it is not required.

More information on the programs available to you can be found on the Virginia Housing website (<https://www.virginiahousing.com/renters/education>) or by calling Virginia Housing toll-free at (877) 843-2123.

Sincerely,

Premier Circle PSH

Premier Circle PSH: Renter Education Availability Acknowledgement Form

I, _____, hereby acknowledge that I have received a copy of the Premier Circle PSH "Renter Education Availability" letter and understand that renter education is available to me from Virginia Housing as the local housing authority.

I further attest that I will follow up with staff if I have any questions regarding the renter education available to me.

Resident Signature

Unit Number

Date

Tab V:

Nonprofit or LHA Purchase Option or Right of First
Refusal

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Williams Mullen Center
200 South 10th Street
Suite 1600
Richmond, VA 23219
Attention: Lauren Nowlin

RIGHT OF FIRST REFUSAL AGREEMENT
(Premier Circle PSH)

RIGHT OF FIRST REFUSAL AGREEMENT (the “Agreement”) dated as of March _____, 2023 by and among **PREMIER CIRCLE PSH, LLC**, a Virginia limited liability company (the “Owner” or the “Company”), **VIRGINIA SUPPORTIVE HOUSING**, a Virginia non-stock nonprofit corporation (the “Grantee”), and is consented to by **PREMIER CIRCLE MANAGING MEMBER, LLC**, a Virginia limited liability company (the “Managing Member”), **[INVESTOR ENTITY]**, a [_____] limited liability company (the “Investor Member”) and **[_____ SPECIAL LIMITED PARTNER, L.L.C.]**, a [_____] limited liability company (the “Special Member”). The Managing Member, the Investor Member and the Special Member are sometimes collectively referred to herein as the “Consenting Members”. The Investor Member and Special Member are sometimes collectively referred to herein as the “Non-Managing Members”. This Agreement shall be fully binding upon and inure to the benefit of the parties and their successors and assigns to the foregoing.

Recitals

A. The Owner, pursuant to its Amended and Restated Operating Agreement dated on or about the date hereof by and among the Consenting Members (the “Operating Agreement”), is engaged in the ownership and operation of an 80-unit permanent supportive housing project located in the County of Albemarle, Virginia and commonly known as “Premier Circle PSH” (the “Project”). The real property comprising the Project is legally defined on **Exhibit A**.

B. The Grantee is a member of the Managing Member of the Owner and is instrumental to the development and operation of the Project; and

C. The Owner desires to give, grant, bargain, sell and convey to the Grantees certain rights of first refusal to purchase the Project on the terms and conditions set forth herein;

D. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Operating Agreement.

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

Section 1. Right of First Refusal

The Owner hereby grants to the Grantee a right of first refusal (the “Refusal Right”) to purchase the real estate, fixtures, and personal property comprising the Project or associated with the physical operation thereof and owned by the Company at the time (the “Property”), for the price and subject to the other terms and conditions set forth below. The Property will include any reserves of the Partnership that are required by Virginia Housing Development Authority (“Virginia Housing” or the “Credit Authority”) or any lender of a loan being assumed in connection with the exercise of the Refusal Right to remain with the Project.

Section 2. Exercise of Refusal Right; Purchase Price

A. After the end of the Compliance Period, the Company agrees that it will not sell the Property or any portion thereof to any Person without first offering the Property to the Grantee (the “Refusal Right”), for the Purchase Price (as defined in Section 3); *provided, however*, that such Refusal Right shall be conditioned upon the receipt by the Company of a “bona fide offer” (the acceptance or rejection of which shall not require the Consent of the Members). The Company shall give the notice of its receipt of such offer (the “Offer Notice”) and shall deliver a copy of the Offer Notice to the Grantee. Upon receipt by the Grantee of the Offer Notice, the Grantee shall have 90 days to deliver to Company a written notice of its intent to exercise the Refusal Right (the “Election Notice”). An offer made with the purchase price and basic terms of the proposed sale from a third party shall constitute a “bona fide offer” for purposes of this Agreement. Such offer (i) may be solicited by the Grantee or the Managing Member (with such solicitation permitted to begin at any time following the end of the fourteenth (14th) year of the Compliance Period provided that the Election Notice may not be sent until the end of the Compliance Period) and (ii) may contain customary due diligence, financing, and other contingencies. Notwithstanding anything to the contrary herein, a sale of the Project pursuant to the Refusal Right shall not require the Consent of the Non-Managing Members or of Virginia Housing.

B. If the Grantee fails to deliver the Election Notice within ninety (90) days of receipt of the Offer Notice, or if such Election Notice is delivered but the Grantee does not consummate the purchase of the Project within 270 days from the date of delivery of the Election Notice (each, individually, a “Terminating Event”), then its Refusal Right shall terminate and the Company shall be permitted to sell the Property free of the Refusal Right.

Section 3. Purchase Price; Closing

A. The purchase price for the Property pursuant to the Refusal Right (the “Purchase Price”) shall equal the sum of (i) the principal amount of all outstanding indebtedness secured by the Project, and any accrued interest on any of such debts and (ii) all federal, State, and local taxes attributable to such sale, including those incurred or to be incurred by the partners or members of the Non-Managing Members. Notwithstanding the foregoing, however, the Purchase Price shall never be less than the amount of the “minimum purchase price” as defined in Section 42(i)(7)(B) of the Code. The Refusal Right granted hereunder is intended to satisfy the requirements of Section 42(i)(7) of the Code and shall be interpreted consistently therewith. In computing such price, it shall be assumed that each of the Non-Managing Members of the Owner (or their constituent partners or members) has an effective combined federal, state and local income tax rate equal to the maximum of such rates in effect on the date of Closing.

B. All costs of the Grantee's purchase of the Property pursuant to the Refusal Right, including any filing fees, shall be paid by Grantee.

C. The Purchase Price shall be paid at Closing in one of the following methods:

(i) the payment of all cash or immediately available funds at Closing,
or

(ii) the assumption of any assumable Loans if Grantee has obtained the consent of the lenders to the assumption of such Loans, which consent shall be secured at the sole cost and expense of Grantee; provided, however, that any Purchase Price balance remaining after the assumption of the Loans shall be paid by Grantee in immediately available funds.

Section 4. Conditions Precedent; Termination

A. Notwithstanding anything in this Agreement to the contrary, the right of the Grantee to exercise the Refusal Right and consummate any purchase pursuant thereto is contingent on each of the following being true and correct at the time of exercise of the Refusal Right and any purchase pursuant thereto:

(i) the Grantee or its assignee shall be a "qualified nonprofit organization" as defined in Section 42(h)(5)(C) of the Code or another qualified purchaser described in Section 42(i)(7)(A) of the Code (collectively, each, a "Qualified Beneficiary"); and

(ii) the Project continues to be a "qualified low-income housing project" within the meaning of Section 42 of the Code.

B. This Agreement shall automatically terminate upon the occurrence of any of the following events and, if terminated, shall not be reinstated unless such reinstatement is agreed to in a writing signed by the Grantee and each of the Consenting Members:

(i) the transfer of the Property to a lender in total or partial satisfaction of any loan; or

(ii) any transfer or attempted transfer of all or any part of the Refusal Right by the Grantee, whether by operation of law or otherwise, except as otherwise permitted under Section 7 of this Agreement; or

(iii) the Project ceases to be a "qualified low-income housing project" within the meaning of Section 42 of the Code, or

(iv) the Grantee fails to deliver its Election Notice or consummate the purchase of the Property within the timeframes set forth in Section 2 above.

Section 5. Contract and Closing

Upon determination of the purchase price, the Owner and the Grantee shall enter into a written contract for the purchase and sale of the Property in accordance with the terms of this Agreement and containing such other terms and conditions as are standard and customary for similar commercial transactions in the geographic area which the Property is located, providing for a closing (the “Closing”) to occur in the County of Albemarle, Virginia not later than the timeframes set forth in Section 2. In the absence of any such contract, this Agreement shall be specifically enforceable upon the exercise of the Refusal Right.

Section 6. Conveyance and Condition of the Property

The Owner’s right, title and interest in the Property shall be conveyed by quitclaim deed, subject to such liens, encumbrances and parties in possession as shall exist as of the date of Closing. The Grantee shall accept the Property “**AS IS, WHERE IS**” and “**WITH ALL FAULTS AND DEFECTS**,” latent or otherwise, without any warranty or representation as to the condition thereof whatsoever, including without limitation, without any warranty as to fitness for a particular purpose, habitability, or otherwise and no indemnity for hazardous waste or other conditions with respect to the Property will be provided. It is a condition to Closing that all amounts due to the Owner and the Investor Member from the Grantee or its Affiliates be paid in full. The Grantee shall pay all closing costs, including, without limitation, the Owner’s attorney’s fees. Upon closing, the Owner shall deliver to the Grantee, along with the deed to the property, an ALTA owner’s title insurance policy dated as of the close of escrow in the amount of the purchase price, subject to the liens, encumbrances and other exceptions then affecting the title.

Section 7. Transfer

The Refusal Right shall not be transferred to any Person without the Consent of the Investor Member, except that the Grantee may assign all or any of its rights under this Agreement to an Affiliate of Grantee (a “Permitted Assignee”) at the election and direction of the Grantee or to any assignee that shall be a “qualified nonprofit organization” as defined in Section 42(h)(5)(C) of the Code or another qualified purchaser described in Section 42(i)(7)(A) of the Code (collectively, each, a “Qualified Beneficiary”).

In the case of any transfer of the Refusal Right (i) all conditions and restrictions applicable to the exercise of the Refusal Right or the purchase of the Property pursuant thereto shall also apply to such transferee, and (ii) such transferee shall be disqualified from the exercise of any rights hereunder at all times during which Grantee would have been ineligible to exercise such rights hereunder had it not effected such transfer.

Section 8. Rights Subordinate; Priority of Requirements of Section 42 of the Code

This Agreement is subordinate in all respects to any regulatory agreements and to the terms and conditions of the Mortgage Loans encumbering the Property. In addition, it is the intention of the parties that nothing in this Agreement be construed to affect the Owner’s status as owner of the Property for federal income tax purposes prior to exercise of the Refusal Right granted hereunder. Accordingly, notwithstanding anything to the contrary contained herein, both the grant and the exercise of the Refusal Right shall be subject in all respects to all applicable provisions of

Section 42 of the Code, including, in particular, Section 42(i)(7). In the event of a conflict between the provisions contained in this Agreement and Section 42 of the Code, the provisions of Section 42 shall control.

Section 9. Option to Purchase

A. The parties hereto agree that if the Service hereafter issues public authority to permit the owner of a low-income housing tax credit project to grant an “option to purchase” pursuant to Section 42(i)(7) of the Code as opposed to a “right of first refusal” without adversely affecting the status of such owner as owner of its project for federal income tax purposes, then the parties shall amend this Agreement and the Owner shall grant the Grantee an option to purchase the Property at the Purchase Price provided in Section 3 hereof and that meets the requirements of Code Section 42(i)(7).

B. If the Service hereafter issues public authority to permit the owner of a low-income housing tax credit project to grant a “right of first refusal to purchase partner interests” and/or “purchase option to purchase partner interests” pursuant to Section 42(i)(7) of the Code (or other applicable provision) as opposed to a “right of first refusal to purchase the Project” without adversely affecting the status of such owner as owner of its project for federal income tax purposes (or the status of the Investor Member as a partner of the Company for federal income tax purposes) then the parties shall amend this Agreement and the Investor Members shall provide a right of first refusal and/or purchase option, as the case may be, to acquire their Interests for the Purchase Price provided in Section 3 hereof and that meets the requirements of Code Section 42(i)(7).

Section 10. Notice

Except as otherwise specifically provided herein, all notices, demands or other communications hereunder shall be in writing and shall be deemed to have been given and received (i) two (2) business days after being deposited in the United States mail and sent by certified or registered mail, postage prepaid, (ii) one (1) business day after being delivered to a nationally recognized overnight delivery service, (iii) on the day sent by telecopier or other facsimile transmission, answer back requested, or (iv) on the day delivered personally, in each case, to the parties at the addresses set forth below or at such other addresses as such parties may designate by notice to the other party:

(i) If to the Owner, at the principal office of the Company set forth in Article II of the Operating Agreement;

(ii) If to a Consenting Member, at their respective addresses set forth in Schedule A of the Operating Agreement;

(iii) If to the Grantee, Virginia Supportive Housing, 8002 Discovery Drive, Suite 201, Richmond, Virginia 23229, Attention: Allison Bogdanovic; and

Section 11. Severability of Provisions

Each provision of this Agreement shall be considered severable, and if for any reason any provision that is not essential to the effectuation of the basic purposes of the Agreement is

determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those provisions of this Agreement that are valid.

Section 12. Binding Provisions

The covenants and agreements contained herein shall be binding upon, and inure to the benefit of, the heirs, legal representatives, successors and assignees of the respective parties hereto, except in each case as expressly provided to the contrary in this Agreement.

Section 13. Counterparts

This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties have not signed the original or the same counterpart.

Section 14. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia without regard to principles of conflicts of law. Notwithstanding the foregoing, Company, Investor Member and Grantee do not intend the Refusal Right in this Agreement to be a common law right of first refusal but rather intend it to be understood and interpreted as a mechanism authorized by Section 42 of the Code to allow non-profit entities to preserve affordable housing for low-income families in accordance with Grantee's charitable objectives.

Section 15. Headings

All headings in this Agreement are for convenience of reference only. Masculine, feminine, or neuter gender, shall include all other genders, the singular shall include the plural, and vice versa as the context may require.

Section 16. Amendments

This Agreement shall not be amended except by written agreement between Grantee and the Owner with the consent of each of the Consenting Members and Virginia Housing.

Section 17. Time

Time is of the essence with respect to this Agreement, and all provisions relating thereto shall be so construed.

Section 18. Legal Fees

Except as otherwise provided herein, in the event that legal proceedings are commenced by the Owner against the Grantee or by the Grantee against the Owner in connection with this Agreement or the transactions contemplated hereby, the prevailing party shall be entitled to recover all reasonable attorney's fees and expenses.

Section 19. Subordination

This Agreement is and shall remain automatically subject and subordinate to any bona fide mortgage to (or assigned to) an institutional or governmental lender with respect to the Project and, in the event of a foreclosure of any such mortgage, or of the giving of a deed in lieu of foreclosure to any such mortgagee, this Agreement shall become void and shall be of no further force or effect.

Section 20. Rule Against Perpetuities Savings Clause

The term of this Agreement will be ninety years commencing on the date first written above unless sooner terminated pursuant to the provisions hereof. If any provision of this Agreement is construed as violating and applicable "Rule Against Perpetuities" by statute or common law, such provision will be deemed to remain in effect only until the death of the last survivor of the now living descendants of any member of the 116th Congress of the United States, plus twenty-one (21) years thereafter. This Agreement and the Refusal Right herein granted are covenants running with the land and the terms and provisions hereof will be binding upon, inure to the benefits of and be enforceable by the parties hereto and their respective successors and assigns.

Section 21. Third Party Beneficiary; Virginia Housing Rights and Powers

The Virginia Housing Development Authority ("Virginia Housing") shall be a third party beneficiary to this Agreement, and the benefits of all of the covenants and restrictions hereof shall inure to the benefit of Virginia Housing, including the right, in addition to all other remedies provided by law or in equity, to apply to any court of competent jurisdiction within the Commonwealth of Virginia to enforce specific performance by the parties or to obtain an injunction against any violations hereof, or to obtain such other relief as may be appropriate. The Authority and its agents shall have those rights and powers with respect to the Project as set forth in the Act and the Virginia Housing Rules and Regulations promulgated thereunder, including without limitation, those rights and powers set forth in Chapter 1.2 of Title 365 of the Code of Virginia (1950), as amended, and 13VAC10-180-10 et seq., as amended.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

The undersigned hereby consents to the foregoing Right of First Refusal Agreement as of the date first set forth hereinabove.

MANAGING MEMBER:

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

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

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

COMMONWEALTH OF VIRGINIA)
CITY/COUNTY OF Fitchmound)

On March 16, 2023, before me, the undersigned, a notary public in and for said state, personally appeared Allison Bogdanovic, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity as Executive Director of Virginia Supportive Housing, a Virginia nonprofit corporation, the Managing Member of Premier Circle Managing Member, LLC, a Virginia limited liability company, and that by her signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

Ali C. N.
Notary Public

Commission expires: 03/31/24

Registration No.: 7694219

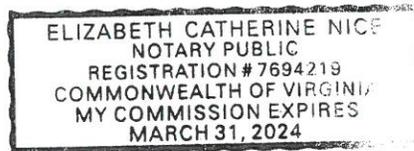


EXHIBIT A

LEGAL DESCRIPTION

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

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

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

ALSO DESCRIBED AS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTAINING 3.749 ACRES.

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Williams Mullen Center
200 South 10th Street
Suite 1600
Richmond, VA 23219
Attention: Lauren Nowlin

PURCHASE OPTION AGREEMENT
(Premier Circle PSH)

THIS PURCHASE OPTION AGREEMENT (the “Agreement”) dated as of _____, 20__ by and among **PREMIER CIRCLE PSH, LLC**, a Virginia limited liability company (the “Owner” or the “Company”), **VIRGINIA SUPPORTIVE HOUSING**, a Virginia non-stock nonprofit corporation (the “Grantee”), and is consented to by **PREMIER CIRCLE MANAGING MEMBER, LLC**, a Virginia limited liability company (the “Managing Member”), **[INVESTOR ENTITY]**, a [_____] limited liability company (the “Investor Member”) and **[SPECIAL LIMITED PARTNER, L.L.C.]**, a [_____] limited liability company (the “Special Member”). The Managing Member, the Investor Member and the Special Member are sometimes collectively referred to herein as the “Consenting Members”. The Investor Member and Special Member are sometimes collectively referred to herein as the “Non-Managing Members”. This Agreement shall be fully binding upon and inure to the benefit of the parties and their successors and assigns to the foregoing.

Recitals

A. The Owner, pursuant to its [Amended and Restated] Operating Agreement dated on or about the date hereof by and among the Consenting Members (the “Operating Agreement”), is engaged in the ownership and operation of an 80-unit permanent supportive housing project located in the County of Albemarle, Virginia and commonly known as “Premier Circle PSH” (the “Project”). The real property comprising the Project is legally defined on **Exhibit A**.

B. The Grantee is a member of the Managing Member of the Owner and is instrumental to the development and operation of the Project; and

C. The Owner desires to give, grant, bargain, sell and convey to the Grantee a certain purchase option to purchase the Project on the terms and conditions set forth herein;

D. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Operating Agreement.

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

Section 1. Purchase Option

The Owner hereby grants to the Grantee an option (the “Purchase Option”) to purchase the real estate, fixtures, and personal property comprising the Project or associated with the physical operation thereof and owned by the Company at the time (the “Property”), for a period of sixty (60) months following the expiration of the Compliance Period, for the price and subject to the other terms and conditions set forth below. The Property will include any reserves of the Partnership that is required by the Virginia Housing Development Authority (“Virginia Housing” or the “Credit Authority”) or any lender of a loan being assumed in connection with the exercise of the Purchase Option to remain with the Project.

Section 2. Exercise of Purchase Option

In the event that Grantee elects to exercise the Purchase Option, it shall give the Company written notice thereof (the Option Notice) and shall specify a date for delivery of the deed not less than ninety (90) days and no more than two hundred seventy (270) days after the Grantee’s delivery of the Option Notice. Subject to the prior consent of the relevant lenders, Grantee may pay all or a portion of the Purchase Option Price (as hereinafter defined) by assuming the existing indebtedness of the Company. The Company agrees upon request of Grantee to use its best efforts to obtain the consent of all relevant lenders to such assumption. Notwithstanding anything to the contrary herein, a sale of the Project pursuant to the Purchase Option shall not require the Consent of the Non-Managing Members or of Virginia Housing.

Section 3. Purchase Price; Closing

A. The purchase price for the Project pursuant to the Purchase Option (the “Purchase Option Price”) shall be the greater of the following amounts: (a) the sum of (i) the principal amount of all outstanding indebtedness secured by the Project, and any accrued interest on any of such debts and (ii) all federal, State, and local taxes attributable to such sale, including those incurred or to be incurred by the partners or members of the Non-Managing Members; and (b) the fair market value of the Project, as determined by an appraisal conducted by an experienced appraiser selected by Grantee, using the income capitalization method of valuation, and assuming that the rent restrictions and any other restrictive covenants in effect during the ten-year Credit Period shall remain in effect in perpetuity.

B. All costs of the Grantee’s purchase of the Property pursuant to the Purchase Option, including any filing fees, shall be paid by Grantee.

C. The Purchase Price shall be paid at Closing in one of the following methods:

(i) the payment of all cash or immediately available funds at Closing,
or

(ii) the assumption of any assumable Loans if Grantee has obtained the consent of the lenders to the assumption of such Loans, which consent shall be secured at the sole cost and expense of Grantee; provided, however, that any Purchase Price balance remaining after the assumption of the Loans shall be paid by Grantee in immediately available funds.

Section 4. Conditions Precedent; Termination

A. Notwithstanding anything in this Agreement to the contrary, the right of the Grantee to exercise the Purchase Option and consummate any purchase pursuant thereto is contingent on each of the following being true and correct at the time of exercise of the Purchase Option and any purchase pursuant thereto:

(i) the Grantee or its assignee shall be a “qualified nonprofit organization” as defined in Section 42(h)(5)(C) of the Code or another qualified purchaser described in Section 42(i)(7)(A) of the Code (collectively, each, a “Qualified Beneficiary”); and

(ii) the Project continues to be a “qualified low-income housing project” within the meaning of Section 42 of the Code.

B. This Agreement shall automatically terminate upon the occurrence of any of the following events and, if terminated, shall not be reinstated unless such reinstatement is agreed to in a writing signed by the Grantee and each of the Consenting Members:

(i) the transfer of the Property to a lender in total or partial satisfaction of any loan; or

(ii) any transfer or attempted transfer of all or any part of the Purchase Option by the Grantee, whether by operation of law or otherwise, except as otherwise permitted under Section 4 of this Agreement; or

(iii) the Project ceases to be a “qualified low-income housing project” within the meaning of Section 42 of the Code, or

(iv) the Grantee fails to deliver its Election Notice or consummate the purchase of the Property within the timeframes set forth in Section 2 above.

Section 5. Contract and Closing

Upon determination of the purchase price, the Owner and the Grantee shall enter into a written contract for the purchase and sale of the Property in accordance with the terms of this Agreement and containing such other terms and conditions as are standard and customary for similar commercial transactions in the geographic area which the Property is located, providing for a closing (the “Closing”) to occur in the County of Albemarle, Virginia not later than the timeframes set forth in Section 2. In the absence of any such contract, this Agreement shall be specifically enforceable upon the exercise of the Purchase Option.

Section 6. Conveyance and Condition of the Property

The Owner’s right, title and interest in the Property shall be conveyed by quitclaim deed, subject to such liens, encumbrances and parties in possession as shall exist as of the date of Closing. The Grantee shall accept the Property “**AS IS, WHERE IS**” and “**WITH ALL FAULTS AND DEFECTS,**” latent or otherwise, without any warranty or representation as to the condition

thereof whatsoever, including without limitation, without any warranty as to fitness for a particular purpose, habitability, or otherwise and no indemnity for hazardous waste or other conditions with respect to the Property will be provided. It is a condition to Closing that all amounts due to the Owner and the Investor Member from the Grantee or its Affiliates be paid in full. The Grantee shall pay all closing costs, including, without limitation, the Owner's attorney's fees. Upon closing, the Owner shall deliver to the Grantee, along with the deed to the property, an ALTA owner's title insurance policy dated as of the close of escrow in the amount of the purchase price, subject to the liens, encumbrances and other exceptions then affecting the title.

Section 7. Transfer

The Purchase Option shall not be transferred to any Person without the Consent of the Investor Member, except that the Grantee may assign all or any of its rights under this Agreement to an Affiliate of Grantee (a "Permitted Assignee") at the election and direction of the Grantee or to any assignee that shall be a "qualified nonprofit organization" as defined in Section 42(h)(5)(C) of the Code or another qualified purchaser described in Section 42(i)(7)(A) of the Code (collectively, each, a "Qualified Beneficiary").

In the case of any transfer of the Purchase Option (i) all conditions and restrictions applicable to the exercise of the Purchase Option or the purchase of the Property pursuant thereto shall also apply to such transferee, and (ii) such transferee shall be disqualified from the exercise of any rights hereunder at all times during which Grantee would have been ineligible to exercise such rights hereunder had it not effected such transfer.

Section 8. Rights Subordinate; Priority of Requirements of Section 42 of the Code

This Agreement is subordinate in all respects to any regulatory agreements and to the terms and conditions of the Mortgage Loans encumbering the Property. In addition, it is the intention of the parties that nothing in this Agreement be construed to affect the Owner's status as owner of the Property for federal income tax purposes prior to exercise of the Purchase Option granted hereunder. Accordingly, notwithstanding anything to the contrary contained herein, both the grant and the exercise of the Purchase Option shall be subject in all respects to all applicable provisions of Section 42 of the Code, including, in particular, Section 42(i)(7). In the event of a conflict between the provisions contained in this Agreement and Section 42 of the Code, the provisions of Section 42 shall control.

Section 9. Notice

Except as otherwise specifically provided herein, all notices, demands or other communications hereunder shall be in writing and shall be deemed to have been given and received (i) two (2) business days after being deposited in the United States mail and sent by certified or registered mail, postage prepaid, (ii) one (1) business day after being delivered to a nationally recognized overnight delivery service, (iii) on the day sent by telecopier or other facsimile transmission, answer back requested, or (iv) on the day delivered personally, in each case, to the parties at the addresses set forth below or at such other addresses as such parties may designate by notice to the other party:

(i) If to the Owner, at the principal office of the Company set forth in Article II of the Operating Agreement;

(ii) If to a Consenting Member, at their respective addresses set forth in Schedule A of the Operating Agreement;

(iii) If to the Grantee, Virginia Supportive Housing, 8002 Discovery Drive, Suite 201, Richmond, Virginia 23229, Attention: Allison Bogdanovic; and

Section 10. Severability of Provisions

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

Section 11. Binding Provisions

The covenants and agreements contained herein shall be binding upon, and inure to the benefit of, the heirs, legal representatives, successors, and assignees of the respective parties hereto, except in each case as expressly provided to the contrary in this Agreement.

Section 12. Counterparts

This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties have not signed the original or the same counterpart.

Section 13. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia without regard to principles of conflicts of law.

Section 14. Headings

All headings in this Agreement are for convenience of reference only. Masculine, feminine, or neuter gender, shall include all other genders, the singular shall include the plural, and vice versa as the context may require.

Section 15. Amendments

This Agreement shall not be amended except by written agreement between Grantee and the Owner with the consent of each of the Consenting Members and Virginia Housing.

Section 16. Time

Time is of the essence with respect to this Agreement, and all provisions relating thereto shall be so construed.

Section 17. Legal Fees

Except as otherwise provided herein, in the event that legal proceedings are commenced by the Owner against the Grantee or by the Grantee against the Owner in connection with this Agreement or the transactions contemplated hereby, the prevailing party shall be entitled to recover all reasonable attorney's fees and expenses.

Section 18. Subordination

This Agreement is and shall remain automatically subject and subordinate to any bona fide mortgage to (or assigned to) an institutional or governmental lender with respect to the Project and, in the event of a foreclosure of any such mortgage, or of the giving of a deed in lieu of foreclosure to any such mortgagee, this Agreement shall become void and shall be of no further force or effect.

Section 19. Rule Against Perpetuities Savings Clause

The term of this Agreement will be ninety years commencing on the date first written above unless sooner terminated pursuant to the provisions hereof. If any provision of this Agreement is construed as violating and applicable "Rule Against Perpetuities" by statute or common law, such provision will be deemed to remain in effect only until the death of the last survivor of the now living descendants of any member of the 116th Congress of the United States, plus twenty-one (21) years thereafter. This Agreement and the Purchase Option herein granted are covenants running with the land and the terms and provisions hereof will be binding upon, inure to the benefits of and be enforceable by the parties hereto and their respective successors and assigns.

Section 20. Third Party Beneficiary; Virginia Housing Rights and Powers

The Virginia Housing Development Authority ("Virginia Housing") shall be a third party beneficiary to this Agreement, and the benefits of all of the covenants and restrictions hereof shall inure to the benefit of Virginia Housing, including the right, in addition to all other remedies provided by law or in equity, to apply to any court of competent jurisdiction within the Commonwealth of Virginia to enforce specific performance by the parties or to obtain an injunction against any violations hereof, or to obtain such other relief as may be appropriate. The Authority and its agents shall have those rights and powers with respect to the Project as set forth in the Act and the Virginia Housing Rules and Regulations promulgated thereunder, including without limitation, those rights and powers set forth in Chapter 1.2 of Title 365 of the Code of Virginia (1950), as amended, and 13VAC10-180-10 et seq., as amended.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

The undersigned hereby consents to the foregoing Purchase Option Agreement as of the date first set forth hereinabove.

INVESTOR MEMBER:

[INVESTOR ENTITY], a [] limited liability company

By: []

By: _____

Name: _____

Title: _____

SPECIAL MEMBER:

[] **SPECIAL LIMITED PARTNER, L.L.C.**, a [] limited liability company

By: []

By: _____

Name: _____

Title: _____

STATE OF _____)

_____)

CITY/COUNTY OF _____)

On _____, 20__, before me, the undersigned, a notary public in and for said state, personally appeared [], personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as [], the manager of [Investor Entity], a [] limited liability company, and [] **Special Limited Partner, L.L.C.**, a [] limited liability company, and that by his signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

Notary Public

Commission expires:

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CONTAINING 3.749 ACRES.

Tab W:

Internet Safety Plan and Resident Information Form (if
internet amenities selected)

Premier Circle PSH
405 Premier Circle
Albemarle, VA 22901

RE: Resident Internet Information

Dear Resident,

As a resident of Premier Circle PSH you will be provided with free individual Wi-Fi access within your unit and free resident only Wi-Fi access in the community room. Please know that while the Wi-Fi provided by Premier Circle PSH will be closely monitored and secured by critical IT solutions there is still a level of risk associated with using Wi-Fi. These risks include, but are not limited to, personal information and data theft, monetary scams, and system security breaches.

Again, while we will work to minimize these risks to the greatest extent feasible there is always a risk to utilizing the internet and we ask residents to exercise caution when visiting websites, downloading materials, or providing their personal information.

Sincerely,

Premier Circle PSH, LLC

Premier Circle PSH: Internet Security Plan

In order to provide a secure IT environment for residents and staff, Premier Circle PSH will be outfitted with several key IT solutions. These solutions will be continuously monitored and updated by a computer networking company.

The solutions that will be implemented at Premier Circle PSH include:

For both staff and resident networking:

- Internet service provided will be at least 10 Mbps download and 3Mbps upload;
- Cloud Managed Wireless Access Points to allow for identity-based group security policies, including restricted password access, and network-wide visibility and control; and
- Next Generation Firewalls to provide intrusion prevention and application layer content filtering services that allows traffic shaping and web access to specific devices between employee and resident wireless networks.

For staff and common area computers:

- Patch Management automation for operating systems and software applications;
- Endpoint Security to identify and prevent known viruses from infecting systems; and
- DNS Based Secure Internet Gateway for web content analysis, protection, and malware security.

Premier Circle PSH: Internet Acknowledgement Form

I, _____, hereby acknowledge that I have received a copy of the Premier Circle PSH "Resident Internet Information" letter and have been informed of any/all internet security policies. I further attest to comply with the internet policies and will follow up with staff if I have any questions regarding the provided materials.

Resident Signature

Unit Number

Date

Tab X:

Marketing Plan for units meeting accessibility
requirements of HUD section 504

Premier Circle PSH
MARKETING PLAN FOR UNITS MEETING ACCESSIBILITY REQUIREMENTS

Premier Circle PSH is an eighty-unit supportive housing apartment community for homeless and low-income individuals from the Charlottesville metropolitan area. Fifteen percent (15%) of the eighty units at Premier Circle PSH will be reserved for individuals with qualifying disabilities as defined by the Fair Housing Act. Virginia Supportive Housing will ensure that these units are actively marketed to people with qualifying disabilities by working with the following outreach partners:

- Region Ten Community Service Board - Marny Bentley, Senior Director of Access and Adult Clinical Services - (434) 972-1869
- Blue Ridge Area Coalition for the Homeless - Anthony Haro, Executive Director - (434) 202-4391
- People and Congregations Engaged in Ministry - Liz Nyberg, Guest Advocate/ Case Manager - (434) 465-1391
- Independence Resource Center of Charlottesville – Tom Vandever, Executive Director - (434) 971-9629
- Charlottesville Department of Social Services – Sue Moffett, Director of Department of Social Services - (434) 970-3451
- Albemarle County Department of Social Services – (434) 972-4010

Referrals will be accepted from designated county and city representatives from redevelopment and housing authorities, area homeless and human services providers, major hospitals, communities of faith, community action agencies, and other regional service providers, including home health agencies and nursing homes. Virginia Supportive Housing (VSH) will inform outreach partners of vacancies as units for individuals with disabilities become available. VSH will also work closely with the Albemarle County Office of Housing to review the housing waiting list as voucher-based units become available.

Outreach partners and referring organizations will be given Application Guidelines, as well as brochures about Premier Circle PSH and Virginia Supportive Housing, to provide to homeless and low-income individuals with qualifying disabilities. These Application Guidelines are updated annually as needed and will be distributed to these organizations and service providers as requested.

Premier Circle PSH will be listed on the Virginia Housing Search website at (<http://www.virginiahousingsearch.com>). The property listing will be maintained regularly and updated as needed. In addition to Virginia Housing Search, vacancies for individuals with disabilities will also be marketed in print and/or digital advertisement.

Receiving and Screening Applications

Individuals who are homeless or earning 50% or less of the Area Median Income that have a qualifying disability and are interested in applying for a unit are directed to call Premier Circle PSH to set up a time for a rental screening. The rental screening, which is completed in accordance with the Premier Circle PSH Tenant Selection Plan, is a two-part interview involving Property Management and Supportive Services.

Applicants are required to comply with the following:

- Complete in full and sign an application, prior to their rental screening interview.
- Supply VSH with a current government issued photo ID.
- Sign release forms for Residential Inquiry, Verification of Rental History, Credit Check, and a Criminal History Record Request.

A residential, criminal, and credit history inquiry will be performed for each applicant upon the authorization of the applicant.

Specialists familiar with the target population as defined in the Tenant Selection Plan may be consulted at any time during the screening and selection process. Units meeting the requirements for individuals with disabilities as defined in Section 504 will be held vacant for 60 days during which ongoing marketing must be documented.

Resident Selection

Selection and screening of Residents will be the responsibility of Property Management and Support Services Managers and will be conducted in accordance with the Premier Circle PSH Tenant Selection Plan.

Those selected for residency must meet the HUD income and eligibility requirements. Selected applicants must have the ability to live independently in an apartment. Priority will be given to individuals who have a qualifying disability. Additionally, preference will be given to qualifying applicants having state rental assistance. These applicants will not be subject to more restrictive eligibility requirements or lease terms than those outlined herein or in the Premier Circle PSH Tenant Selection Plan.

Applicants may be rejected for the following reasons:

- Unable to disclose and document social security numbers of all household members, or does not execute a certification stating that no social security numbers have been assigned.
- Has household characteristics that are not appropriate for the specific type of unit available, or has a household of a size not appropriate for the unit size available.
- Actively poses a threat to others as assessed by a mental health professional may be ineligible for admission.
- Does not meet other owner/manager tenant screening criteria as defined in the Tenant Selection Plan and/or the screening criteria of the agency or housing authority providing tenant rental assistance.

Tenant Selection Review

The Tenant Selection Criteria will be regularly reviewed and updated as necessary by staff of Virginia Supportive Housing.

Procedures for Certifying Income and Eligibility

Determining Resident eligibility and certifying and recertifying Resident income will be done by the Albemarle County Office of Housing (ACOH), and VSH using HUD and LIHTC established procedures. All initial and annual recertification information will be transmitted into Virginia Housing's HDS NextGen system. Verification of a Resident's qualifying disability as defined by the Fair Housing Act will be the responsibility of VSH Property Management and/or Supportive Services Staff following the process outlined in the Tenant Selection Plan.

Measures to Protect Confidentiality

VSH will keep Resident files at a secure location. All files will be kept confidential.

Instruction in Laws

All VSH staff members are required to attend Fair Housing training at least annually, as well as training on other applicable laws, such as ADA. All marketing and leasing activities will abide by Federal Fair Housing Law, Civil Rights Law, and the Violence Against Women Act.