

Application Fee Re-Use Notice

Per 2026 Housing Tax Credit Manual Section 6.6.3, I am applying the 9% LIHCT application fee for Danville House to the Danville House HOTC application.

6.6.3	\$1,000 Application Fee	Must be paid via check or electronically to Virginia Housing prior to Application deadline. The process for submitting payments is in Section 11.2. An application fee can be used for one resubmission in the same calendar year, otherwise a new fee will be required with each new Application submission.

In doing so, I am simultaneously withdrawing my 9% LIHTC application for Danville House submitted in March 2026 so that I can replace it with the following HOTC Application with 4% LIHTC.



Housing Credits Invoice

Dated: February 12, 2026

Deal # :	3644
Deal Name:	Danville House
Cycle Name:	2026 9% Competitive

Owner Name:	TBD Owner LLC
Contact:	Tim Pryor
Email:	

This invoice summary displays the current fees due as well as any past due invoices.

Invoice #	Description	Amount due
3644-4397	Application Fee	\$1,000.00

Invoices appear in the portal the day following issuance. Please allow time for processing.

Please pay by invoice # via our secure Virginia Housing Rental Housing Invoice Portal,
www.VirginiaHousing.com/RHInvoice or access from VirginiaHousing.com via Login options.

→ If you are new to the portal, register with code **863**. Creating an account is for contact purposes only. No banking information is stored within our systems.

For instructions on this process, go to www.VirginiaHousing.com/RHInvoiceInstructions

or send a check include a copy of the invoice to:

Virginia Housing
Attn: TC Allocation
601 S. Belvidere Street
Richmond, VA 23220

*All previous banking information has changed.
Please do not wire funds using prior year's
information.*

Virginia Housing
Headquarters

601 South Belvidere Street
Richmond, VA 23220
804-782-1986

Toll Free: 877-843-2123
VirginiaHousing.com

From: [Virginia Housing](#)
To: [Tim Pryor](#)
Subject: Virginia Rental Housing Transaction Notice
Date: Thursday, March 5, 2026 2:02:37 PM

[You don't often get email from virginiahousingrental@virginiahousing.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

Thank you for scheduling your payment!

You have authorized Virginia Rental Housing to WITHDRAW a One-Time ACH Payment.
Please review the information below and retain this email for your records.

Processing Date: 03/05/2026
ACH Effective Date: 03/06/2026
ABA: 121000248
Bank Account: *****7448
Payment Amount: \$1,000.00

Payment Tracking Number: 757626581
Payment Scheduled At: 03/05/2026 01:02PM CT
Authorization Method: Scheduled on the Internet

Reference Information
Client Reference Number: TimPryor
Description:

This authorization is to remain in full force and effect for this transaction only
and for the amount listed above. The specific debit to your account authorized herein
may only be withdrawn on or after 03/06/2026.

This authorization may only be revoked by calling Virginia Rental Housing directly at 804-783-6734
during normal business hours and PRIOR TO payment being sent for processing which may occur
anytime of the day on 03/05/2026.

Processing Date - means the date on which this payment will be sent to the ACH Network
ACH Effective Date - means the date on or after the payment may be debited from your account

NOTE: THIS E-MAIL ADDRESS IS NOT MONITORED PLEASE DO NOT REPLY TO THIS MESSAGE!

ID:Z-757626581

2026 Federal Low Income Housing Tax Credit Program for Virginia

Application For Reservation

MIXED CONSTRUCTION

Deadline for Submission

9% Competitive Credits

Applications and Fees Must Be Received

No Later Than **12:00 PM** Richmond, VA Time On **March 12, 2026**

Tax Exempt Bonds

Applications and Fees Must Be Received

No Later Than **12:00 PM** Richmond, VA Time for one of the available
4% credit rounds- **January 15, 2026, July 1, 2026 or October 1, 2026.**

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



INSTRUCTIONS FOR THE VIRGINIA 2026 LIHTC APPLICATION FOR RESERVATION

This application was prepared using Excel, Microsoft Office 365. 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 all credits:

Applicants should submit the application package via Procorem prior to the application deadline, which is **12:00 PM** Richmond Virginia time for each round. Failure to submit an electronic copy of the application by the deadline will cause the application to be disqualified.

Please Note:

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

There should be distinct files which should include the following:

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

IMPORTANT:

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

Disclaimer:

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

Entering Data:

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

Please Note:

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

Assistance:

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

Virginia Housing LIHTC Allocation Staff Contact Information

Name	Email	Phone Number
Stephanie Flanders	stephanie.flanders@virginiahousing.com	(804) 343-5939
Phil Cunningham	phillip.cunningham@virginiahousing.com	(804) 343-5514
Lauren Dillard	lauren.dillard@virginiahousing.com	(804) 584-4729
Hadia Ali	hadia.ali@virginiahousing.com	(804) 343-5873

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	For Mixed Construction type Applications only - indicates how costs are distributed across the different construction activities
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2026 Low-Income Housing Tax Credit Mixed Construction 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.

☒	\$1,000 Application Fee (MANDATORY) - Invoice information will be provided in your Procorem Workcenter
☒	Electronic Copy of the Microsoft Excel Based Application (MANDATORY)
☒	PDF Copy of the <u>Signed</u> Tax Credit Application with Attachments (Tabs A-AB) (MANDATORY)
☒	Electronic Copy of the Market Study (MANDATORY - Application will be disqualified if study is not submitted with application)
☒	Electronic Copy of the Plans (MANDATORY)
☒	Electronic Copy of the Specifications (MANDATORY)
☒	Electronic Copy of the Existing Condition questionnaire (MANDATORY if Rehab)
☒	Electronic Copy of Unit by Unit Matrix and Scope of Work narrative (MANDATORY if Rehab)
☒	Electronic Copy of the Physical Needs Assessment (MANDATORY at reservation for a 4% rehab request)
☒	Electronic Copy of Appraisal (MANDATORY if acquisition credits requested)
☒	Electronic Copy of Environmental Site Assessment (Phase I) (MANDATORY if 4% credits requested)
☒	Electronic Copy of Signed Previous Participation Agreement
☐	
☒	Tab A: Chart of ownership structure with percentage of interests (see manual for details) (MANDATORY)
☒	Tab B: Virginia State Corporation Commission Certification (MANDATORY)
☒	Tab C: Syndicator's or Investor's Letter of Intent (MANDATORY)
☐	Tab D: <i>Any supporting documentation related to List of LIHTC Developments or Previous Participation Agreement</i>
☒	Tab E: Site Control Documentation & Most Recent Real Estate Tax Assessment (MANDATORY)
☒	Tab F: Third Party RESNET Rater Certification and Sample HERS certificates (MANDATORY)
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☒	Tab H: Attorney's Opinion using Virginia Housing template (MANDATORY)
☒	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)
☒	Tab J: Relocation Plan and Unit Delivery Schedule (MANDATORY if Rehab)
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	Tab S: Supportive Housing Certification
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☒	Tab X: Marketing Plan for units meeting accessibility requirements of HUD section 504
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	Tab Z: Documentation of team member's Veteran Owned Small Business certification
	Tab AA: Priority Letter from Rural Development
	Tab AB: Ownership's Veteran Owned Small Business Certification

VHDA TRACKING NUMBER

2026-TEB-140

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date:

5/15/2026

1. Development Name: Danville House
 2. Address (line 1): 600 Main Street
Address (line 2):
City: Danville State: VA Zip: 24541
 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 Danville City
 5. The site overlaps one or more jurisdictional boundaries. FALSE
If true, what other City/County is the site located in besides response to #4?
 6. Development is located in the census tract of: 51590000500.00
 7. Development is located in a **Qualified Census Tract**. FALSE *Note regarding DDA and QCT*
 8. Development is located in a **Difficult Development Area**. FALSE
 9. Development is located in a **Revitalization Area based on QCT**. FALSE
 10. Development is located in a **Revitalization Area designated by resolution or by the locality**. TRUE
 11. Development is located in an **Opportunity Zone** (with a binding commitment for funding). FALSE
(If 9, 10 or 11 are True, **Action:** Provide required form in **TAB K1**)
 12. Development is located in a census tract with a household poverty rate of:

3%	10%	12%
<u>FALSE</u>	<u>FALSE</u>	<u>FALSE</u>
 13. Development is located in a medium or high-level economic development jurisdiction based on table. TRUE
 14. Development is located on land owned by federally or Virginia recognized Tribal Nations. FALSE
- Enter only Numeric Values below:**
15. Congressional District: 5
Planning District: 12
State Senate District: 9
State House District: 49
16. Development Description: In the space provided below, give a brief description of the proposed development

The NHP Foundation intends to renovate 106 low income apartments in Danville, Virginia. The LIHTC/HTC redevelopment will preserve a 100-year-old former theater and hotel that has since been converted into an apartment building. It will update that apartment building into resilient, efficient housing that will be sustainable for decades. It will also retain critical affordable housing for low income seniors with few local options. At its core is a substantial renovation featuring new kitchens, baths, and energy efficient features.

VHDA TRACKING NUMBER		2026-TEB-140
A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT		Application Date: 5/15/2026

17. 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:	Ken Larking		
Chief Executive Officer's Title:	City Manager	Phone:	434-799-5100
Street Address:	427 Patton Street, 4th Floor		
City:	Danville	State:	VA
		Zip:	24543

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

Susan McCulloch

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

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

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

B. RESERVATION REQUEST INFORMATION

1. Requesting Credits From:

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

or

b. If requesting Tax Exempt Bond credits, select the round.

ROUND 2

For Tax Exempt Bonds, where are bonds being issued?

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

2. Type(s) of Allocation/Allocation Year (skip for TE Credits)

Definitions of types:

a.

Regular Allocation means all of the buildings in the development are expected to be placed in service this calendar year, 2026.

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, 2026, 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 2026 credits pursuant to Section 42(h)(1)(E).

3. Select Building Allocation type:

Mixed 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:

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

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

Total Units within 9% allocation request?

0

Total Units within 4% Tax Exempt allocation Request?

0

Total Units:

0

% of units in 4% Tax Exempt Allocation Request:

0.00%

6. Extended Use Restriction

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

Must Select One:

30

Definition of selection:

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

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

TRUE

Virginia Housing offers the Rental Housing Invoicing Portal to allow easy payments via secure ACH transactions. See Login at top right of our website. An invoice for your application fee along with access information was provided in your development's assigned Procorem work center.

C. OWNERSHIP INFORMATION

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

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

a. Owner Name: Danville House Redevelopment Owner, LLC

Developer Name: The NHP Foundation

Contact: M/M ▶ Mr. First: Tim MI: Last: Pryor

Address: 1401 H Street NW, Suite 100

City: Washington St. ▶ DC Zip: 20005

Phone: (202) 312-2516 Ext. Fax:

Email address: tpryor@nhpfoundation.org

Federal I.D. No. 414516703 (If not available, obtain prior to Carryover Allocation.)

Select type of entity: ▶ limited liability company Formation State: ▶ Virginia

Additional Contact: Please Provide Name, Email and Phone number.
Mansur Abdul Malik, 202-312-2504, mabdulmalik@nhpfoundation.org

- ACTION:**
- a. Provide Certification from Virginia State Corporation Commission (**Mandatory TAB B**)
 - b. Complete the Principals' Previous Participation Certification tabs within this spreadsheet. Include signed in Application PDF, along with ROFR, if applicable.

b. FALSE Indicate if at least one principal listed within Org Chart has a Veteran-Owned Small Business Certification and has at least 25% ownership interest in the controlling general partner or managing member as defined in the manual.

ACTION: If true, provide Virginia Housing Veteran Owned Small Business Certification (**TAB AB**)

c. FALSE Indicate True if the owner meets the following statement:

An applicant with a principal that, within three years prior to the current application, received an IRS Form 8609 for placing a separate development in service without returning credits to or requesting additional credits from the issuing housing finance agency, will be permitted to increase the amount of developer's fee included in the development's eligible basis by 10%.

If True above, what property placed in service?

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: ☒ Option

Expiration Date: 2/1/2028

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 2/1/2028.

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:

Danville House Owner, LLC

Address:

1401 H Street, NW

City:

Washington

St.:

DC

Zip:

20005

Contact Person:

Tim Pryor

Phone:

(202) 312-2516

Note: No developer's fee basis in cases where there purchaser and seller unless Housing prior to applicatio Fee Calculation in the LIHT

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

TRUE

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

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

Names	Phone	Type Ownership	% Ownership
The NHP Foundation	202-312-2516	Seller	100.00%
See Chart of Ownership Structures	(Tab A) for list of	NHPF Board Members	100.00%
			0.00%
			0.00%
			0.00%
			0.00%
			0.00%

E. DEVELOPMENT TEAM INFORMATION

Complete the following as applicable to your development team.

- Indicate Veteran Owned Small Business designation (as defined in the manual) to each team member (if applicable). You can mark True for 3 members to receive the full 10 points.

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

1. Tax Attorney:	Mark Stokely	This is a Related Entity.	FALSE
Firm Name:	Klein Hornig		
Address:		Veteran Owned Small Bus?	FALSE
City, State, Zip			
Email:	mstokely@kleinhornig.com	Phone:	202-926-3414
2. Tax Accountant:	Nick Ratti	This is a Related Entity.	FALSE
Firm Name:	Cohn Reznick		
Address:		Veteran Owned Small Bus?	FALSE
City, State, Zip			
Email:	nick.ratti@cohnreznick.com	Phone:	617-648-9102
3. Consultant:		This is a Related Entity.	
Firm Name:			
Address:		Veteran Owned Small Bus?	
City, State, Zip		Role:	
Email:		Phone:	
4. Management Entity:	Lynn Bora	This is a Related Entity.	FALSE
Firm Name:	WinnResidential		
Address:		Veteran Owned Small Bus?	FALSE
City, State, Zip			
Email:	lbora@winnc.com	Phone:	617-532-2122
5. Contractor:	Justin Wenger	This is a Related Entity.	FALSE
Firm Name:	Southway Builders		
Address:		Veteran Owned Small Bus?	FALSE
City, State, Zip			
Email:	jwenger@southwaybuilders.com	Phone:	410-312-4134
6. Architect:	Tom Liebel	This is a Related Entity.	FALSE
Firm Name:	Moseley Architects		
Address:		Veteran Owned Small Bus?	FALSE
City, State, Zip			
Email:	tliebel@moseleyarchitects.com	Phone:	410-539-4300

E. DEVELOPMENT TEAM INFORMATION

7. Real Estate Attorney:	Mark Stokely	This is a Related Entity.	FALSE
Firm Name:	Klein Hornig		
Address:		Veteran Owned Small Bus?	FALSE
City, State, Zip			
Email:	mstokely@kleinhornig.com	Phone:	202-926-3414
8. Mortgage Banker:	Paul Browne	This is a Related Entity.	FALSE
Firm Name:	Joseph Browne Development Associates		
Address:		Veteran Owned Small Bus?	FALSE
City, State, Zip			
Email:	paul@joseph-browne.com	Phone:	703-835-4964
9. Other 1:		This is a Related Entity.	
Firm Name:			
Address:		Veteran Owned Small Bus?	
City, State, Zip		Role:	
Email:		Phone:	
10. Other 2:		This is a Related Entity.	
Firm Name:			
Address:		Veteran Owned Small Bus?	
City, State, Zip		Role:	
Email:		Phone:	
11. Other 3:		This is a Related Entity.	FALSE
Firm Name:			
Address:		Veteran Owned Small Bus?	FALSE
City, State, Zip		Role:	
Email:		Phone:	
12. Other 4:		This is a Related Entity.	FALSE
Firm Name:			
Address:		Veteran Owned Small Bus?	FALSE
City, State, Zip		Role:	
Email:		Phone:	
13. Other 5:		This is a Related Entity.	FALSE
Firm Name:			
Address:		Veteran Owned Small Bus?	FALSE
City, State, Zip		Role:	
Email:		Phone:	

F. REHAB INFORMATION**1. Acquisition Credit Information**

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

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

- b. This development has received a previous allocation of credits **FALSE**
 If so, when was the most recent year that this development received credits?
 If this is a preservation deal,
 what date did this development enter its Extended Use Agreement period?

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

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

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

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

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

- i. Subsection (I) **FALSE**
 ii. Subsection (II) **FALSE**
 iii. Subsection (III) **TRUE**
 iv. Subsection (IV) **FALSE**
 v. Subsection (V) **FALSE**

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

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

F. REHAB INFORMATION

3. Rehabilitation Credit Information

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

G. NONPROFIT INVOLVEMENT

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

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

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

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

☐ **TRUE** There is nonprofit involvement in this development. (If false, skip to #3.)

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

B. Type of involvement:

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

or

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

C. Identity of Nonprofit (All nonprofit applicants):

The nonprofit organization involved in this development is:



Applicant

Name: The NHP Foundation

Contact Person: Tim Pryor

Street Address: 1401 H Street, NW

City: Washington

State:

DC

Zip: 20005

Phone: (202) 312-2516

Contact Email: tpryor@nhpfoundation.org

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

Specify the nonprofit entity's percentage ownership of the general partnership interest: 51.0%

G. NONPROFIT INVOLVEMENT

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 using Virginia Housing's template. **(TAB V)**
Provide Nonprofit Questionnaire (if applicable) **(TAB I)**

Name of qualified nonprofit: The NHP Foundation

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

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

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

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	106	bedrooms	115
Total number of rental units in development	106	bedrooms	115
Number of low-income rental units	106	bedrooms	115
Percentage of rental units designated low-income	100.00%		

If deal has both New/Adaptive Reuse units AND Rehab units, you must request a Mixed Construction Application. Contact 1

b. Number of new units:	0	bedrooms	0
Number of adaptive reuse units:	1	bedrooms	1
Number of rehab units:	105	bedrooms	114

c. If any, indicate number of planned exempt units (included in total of all units in development)	0

d. Total Floor Area For The Entire Development	125,637.10	(Sq. ft.)

e. Unheated Floor Area (i.e. Breezeways, Balconies, Storage)	7,486.46	(Sq. ft.)

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

g. Total Usable Residential Heated Area	118,150.64	(Sq. ft.)

New Construction	-
Adaptive Reuse	2,268.49
Rehab	115,882.15

h. Percentage of Net Rentable Square Feet Deemed To Be New Rental Space	1.92%

i. Exact area of site in acres	0.760

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**)

	NC	Adaptive Reuse	Rehab
l. Development is eligible for Historic Rehab credits	TRUE	TRUE	TRUE

Definition:

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

H. STRUCTURE AND UNITS INFORMATION**2. UNIT MIX**a. Specify the **average size and number per unit type**:*LIHTC Units can not be greater than Total Rental Units*

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

Unit Type	Average Sq Foot		# of LIHTC Units	Total Rental Units
1 Story Eff - Elderly	0.00	SF	0	0
1 Story 1BR - Elderly	0.00	SF	0	0
1 Story 2BR - Elderly	0.00	SF	0	0
Eff - Elderly	0.00	SF	0	0
1BR Elderly	1059.38	SF	97	97
2BR Elderly	1599.26	SF	9	9
Eff - Garden	0.00	SF	0	0
1BR Garden	0.00	SF	0	0
2BR Garden	0.00	SF	0	0
3BR Garden	0.00	SF	0	0
4BR Garden	0.00	SF	0	0
2+ Story 2BR Townhouse	0.00	SF	0	0
2+ Story 3BR Townhouse	0.00	SF	0	0
2+ Story 4BR Townhouse	0.00	SF	0	0
			106	106

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

3. Structures

- a. Number of Buildings (containing rental units) 1
- b. Age of Structure: 99 years
- c. Maximum Number of stories: 14

d. The development is a scattered site development. FALSE

e. Commercial Area Intended Use:

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

- i. Low Rise Building(s) - (1-5 stories with any structural elements made of wood) FALSE
- ii. Mid Rise Building(s) - (5-7 stories with no structural elements made of wood) FALSE
- iii. High Rise Building(s) - (8 or more stories with no structural elements made of wood) TRUE

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

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

h. Development contains an elevator(s).

If true, # of Elevators.

Elevator Type (if known)

TRUE

2

H. STRUCTURE AND UNITS INFORMATION

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

4. Site Amenities (indicate all proposed)

a. Business Center	TRUE	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: A health referral and coordination clinic

m. Number of Proposed Parking Spaces 32
 Parking is shared with another entity FALSE

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

If True, Provide required documentation (TAB K2).

5. Plans and Specifications**a. Minimum submission requirements for all properties (new construction, rehabilitation and adaptive reuse):**

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

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

- i. Phase I environmental assessment.
- ii. Physical needs assessment for any rehab only development.

c. **All Tax Exempt 4% Applications must submit plans and specifications complete at least through Design Development (DD) phase for all design disciplines.** Reference the separate Minimum Design and Construction Requirements document for a full list of submission requirements for New Construction and Rehabilitation projects.

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

J. ENHANCEMENTS

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

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

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

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

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

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

REQUIRED: All Applicants must commit to provide free Wi-Fi access in the community room and restrict usage to residents only.

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

New Constr.	Adaptive Reuse	Rehab	
TRUE			a. A community/meeting room with a minimum of 749 square feet is provided with free WIFI access restricted to residents only.
87.00%			b1. Percentage of brick covering the exterior walls.
0.00%			b2. Percentage of Fiber Cement Board or other similar low-maintenance material approved by the Authority covering exterior walls. Community buildings are to be included in percentage calculations.
TRUE	TRUE		c. All kitchen light fixtures are LED and meet MDCR lighting guidelines.
TRUE			d. Cooking surfaces are equipped with fire suppression features as defined in the manual
FALSE	Choose for all units		e. Full bath fans are wired to primary light with delayed timer or has continuous exhaust by ERV/DOAS.
or FALSE			f. Full bath fans are equipped with a humidistat.
FALSE	FALSE	FALSE	g. All faucets, toilets and showerheads in each bathroom are WaterSense labeled products.
FALSE	Select if True for REHAB portion		h. Rehab Only: Each unit is provided with the necessary infrastructure for high-speed internet/broadband service where it does not already exist.
FALSE	Choose for all units		i. Each unit is provided free individual high-speed internet access. (Must have a minimum 20Mbps upload/ 100Mbps download speed per manual.)
FALSE	FALSE	FALSE	j. Every kitchen, living room and bedroom contains, at minimum, one USB charging port.
FALSE	Select if True for REHAB portion		k. Rehab only: Each unit has dedicated space, drain and electrical hook-ups to accept a permanently installed dehumidification system.
or FALSE	FALSE	FALSE	l. All Construction types: each unit is equipped with a permanent dehumidification system.
FALSE	FALSE	FALSE	m. All interior doors within units are solid core.
FALSE	Choose for all units		n. Installation of a renewable energy electric system in accordance with manufacturer's specifications and all applicable provisions of the National Electrical Code - Provide documentation at Tab F .
FALSE			o. 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:

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

FALSE	Earthcraft Gold or higher certification	FALSE	National Green Building Standard (NGBS) certification of Silver or higher.
FALSE	LEED Certification	TRUE	Enterprise Green Communities (EGC) Certification

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

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

FALSE	Zero Energy Ready Home Requirements	FALSE	Passive House Standards
FALSE	Applicant wishes to claim points from a prior allocation that has received certification for Zero Energy Ready or Passive House Standards. Provide certification at Tab P . See Manual for details and requirements.		

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

FALSE	a. Architect of record certifies that units will be constructed to meet Virginia Housing's Universal Design Standards.
0	b. Number of Rental Units constructed to meet Virginia Housing's Universal Design standards: 0% of Total Rental Units

No Market Units listed on Structure 1a.

4.	FALSE	Market-rate units' amenities are substantially equivalent to those of the low income units.
		If not, please explain:

TAL

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

I. UTILITIES

1. Utilities Types:

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

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

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

Utilities	Enter Allowances by Bedroom Size				
	0-BR	1-BR	2-BR	3-BR	4-BR
Heating	0	83	88	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	\$83	\$88	\$0	\$0

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

- a. TRUE 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 category, as appropriate.
Action: Provide appropriate documentation (**Tab X**)

TRUE

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

All common space must also conform to HUD regulations interpreting the accessibility requirements of section 504 of the Rehabilitation Act.

TAL

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:
- TRUE

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

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

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

If Supportive Housing is True: Will the supportive housing consist of units designated for tenants that are homeless or at risk of homelessness?
- Action:** Provide Permanent Supportive Housing Certification (**Tab S**)

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

(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 as described in the manual.)

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

TRUE

K. SPECIAL HOUSING NEEDS

3. Leasing Preferences

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

Organization which holds waiting list:

Contact person:

Title:

Phone Number:

Action: Provide required notification documentation (TAB L)

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

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

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

[Download Current CMA List from VirginiaHousing.com](#)

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

4. Target Population Leasing Preference

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

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

First Name: Evan

Last Name: Eyo

Phone Number: (703) 307-9894 Email: eeyo@nhpfoundation.org

K. SPECIAL HOUSING NEEDS

5. Rental Assistance

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

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

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

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

FALSE

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

d. Number of units receiving assistance:	105
How many years in rental assistance contract?	20.00
Expiration date of contract:	1/26/2034
There is an Option to Renew.	TRUE

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

6. Public Housing Revitalization

Is this development replacing or revitalizing Public Housing Units?	FALSE
If so, how many existing Public Housing units?	0

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

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

a. Units Provided Per Household Type:

Income Levels		
# of Units	% of Units	
0	0.00%	20% Area Median
0	0.00%	30% Area Median
0	0.00%	40% Area Median
0	0.00%	50% Area Median
106	100.00%	60% Area Median
0	0.00%	70% Area Median
0	0.00%	80% Area Median
0	0.00%	Market Units
106	100.00%	Total

Rent Levels		
# of Units	% of Units	
0	0.00%	20% Area Median
0	0.00%	30% Area Median
0	0.00%	40% Area Median
0	0.00%	50% Area Median
106	100.00%	60% Area Median
0	0.00%	70% Area Median
0	0.00%	80% Area Median
0	0.00%	Market Units
106	100.00%	Total

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

20-30% Levels 40% Levels 50% levels

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

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

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

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

	Unit Type (Select One)	Rent Target (Select One)	Number of Units	# of Units 504 compliant	Net Rentable Square Feet	Monthly Rent Per Unit	Total Monthly Rent
Mix 1	1 BR - 1 Bath	60% AMI	96	10	659.84	\$1,266.00	\$121,536
Mix 2	1 BR - 1 Bath	60% AMI	1	0	659.84	\$796.00	\$796
Mix 3	2 BR - 1 Bath	60% AMI	9	1	901.88	\$1,589.00	\$14,301
Mix 4							\$0
Mix 5							\$0
Mix 6							\$0
Mix 7							\$0
Mix 8							\$0
Mix 9							\$0
Mix 10							\$0

L. UNIT DETAILS

Mix 11							\$0
Mix 12							\$0
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
Mix 27							\$0
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Mix 60							\$0
Mix 61							\$0
Mix 62							\$0
Mix 63							\$0
Mix 64							\$0
Mix 65							\$0
Mix 66							\$0
Mix 67							\$0

L. UNIT DETAILS

Mix 68							\$0
Mix 69							\$0
Mix 70							\$0
Mix 71							\$0
Mix 72							\$0
Mix 73							\$0
Mix 74							\$0
Mix 75							\$0
Mix 76							\$0
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Mix 91							\$0
Mix 92							\$0
Mix 93							\$0
Mix 94							\$0
Mix 95							\$0
Mix 96							\$0
Mix 97							\$0
Mix 98							\$0
Mix 99							\$0
Mix 100							\$0
TOTALS			106	11			\$136,633

Total Units	106	Net Rentable SF:	TC Units	72,121.40
			MKT Units	0.00
			Total NR SF:	72,121.40

Floor Space Fraction (to 7 decimals)	100.00000%

M. OPERATING EXPENSES**Administrative:****Use Whole Numbers Only!**

1. Advertising/Marketing				\$1,000
2. Office Salaries				\$135,000
3. Office Supplies				\$5,000
4. Office/Model Apartment	(type		)	\$0
5. Management Fee				\$63,729
4.00% of EGI		\$601.22	Per Unit	
6. Manager Salaries				\$80,000
7. Staff Unit (s)	(type		)	\$3,500
8. Legal				\$20,000
9. Auditing				\$0
10. Bookkeeping/Accounting Fees				\$11,000
11. Telephone & Answering Service				\$0
12. Tax Credit Monitoring Fee				\$4,770
13. Miscellaneous Administrative				\$35,491
Total Administrative				\$359,490

Utilities

14. Fuel Oil				\$0
15. Electricity				\$37,000
16. Water				\$28,792
17. Gas				\$0
18. Sewer				\$0
Total Utility				\$65,792

Operating:

19. Janitor/Cleaning Payroll				\$0
20. Janitor/Cleaning Supplies				\$0
21. Janitor/Cleaning Contract				\$0
22. Exterminating				\$9,000
23. Trash Removal				\$0
24. Security Payroll/Contract				\$0
25. Grounds Payroll				\$0
26. Grounds Supplies				\$0
27. Grounds Contract				\$0
28. Maintenance/Repairs Payroll				\$153,412
29. Repairs/Material				\$25,000
30. Repairs Contract				\$40,000
31. Elevator Maintenance/Contract				\$0
32. Heating/Cooling Repairs & Maintenance				\$0
33. Pool Maintenance/Contract/Staff				\$0
34. Snow Removal				\$0
35. Decorating/Payroll/Contract				\$5,000
36. Decorating Supplies				\$0
37. Miscellaneous				\$24,449
Totals Operating & Maintenance				\$256,861

M. OPERATING EXPENSES**Taxes & Insurance**

38. Real Estate Taxes		\$47,048
39. Payroll Taxes		\$0
40. Miscellaneous Taxes/Licenses/Permits		\$0
41. Property & Liability Insurance	\$1,329 per unit	\$140,860
42. Fidelity Bond		\$0
43. Workman's Compensation		\$0
44. Health Insurance & Employee Benefits		\$0
45. Other Insurance		\$0
Total Taxes & Insurance		\$187,908

Total Operating Expense**\$870,051**

Total Operating Expenses Per Unit	\$8,208	C. Total Operating Expenses as % of EGI	54.61%

Replacement Reserves (Total # Units X \$300 or \$250 New Const./Elderly Minimum)	\$31,800

Total Expenses	\$901,851

N. 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! Item		(A) Cost	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
			"30% Present Value Credit"		(D)
			(B) Acquisition	(C) Rehab/ New Construction	"70 % Present Value Credit"
1. Contractor Cost					
a.	Unit Structures (New)	0	0	0	0
b.	Unit Structures (Rehab)	12,777,199	0	12,777,199	
c.	Non Residential Structures	0	0	0	0
d.	Commercial Space Costs	0	0	0	0
e.	Structured Parking Garage	0	0	0	0
	Total Structure	12,777,199	0	12,777,199	0
f.	Earthwork	0	0	0	0
g.	Site Utilities	0	0	0	0
X h.	Renewable Energy		0	0	0
i.	Roads & Walks	0	0	0	0
j.	Site Improvements	187,484	0	0	0
k.	Lawns & Planting	0	0	0	0
l.	Engineering	0	0	0	0
m.	Off-Site Improvements	0	0	0	0
n.	Site Environmental Mitigation	0	0	0	0
o.	Demolition	0	0	0	0
p.	Site Work	0	0	0	0
q.	Hard Cost Contingency	1,390,608	0	1,390,608	
	Total Land Improvements	1,578,092	0	1,390,608	0
	Total Structure and Land	14,355,291	0	14,167,807	0
r.	General Requirements	906,400	0	906,400	
s.	Builder's Overhead	241,036	0	241,036	
(1.7% Contract)					
t.	Builder's Profit	723,109	0	723,109	
(5.0% Contract)					
u.	Bonds	149,724	0	149,724	
v.	Building Permits	0	0	0	0
w.	Special Construction	0	0	0	0
x.	Special Equipment	0	0	0	0
y.	Other 1: Cameras	35,000	0	35,000	
z.	Other 2:		0	0	0
aa.	Other 3:		0	0	0
	Contractor Costs	\$16,410,560	\$0	\$16,223,076	\$0

Construction cost per unit:**\$154,816.60****MAXIMUM COMBINED GR, OVERHEAD & PROFIT =****\$2,009,741****ACTUAL COMBINED GR, OVERHEAD & PROFIT =****\$1,870,545**

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.		
MUST USE WHOLE NUMBERS ONLY! Item	(A) Cost	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
		"30% Present Value Credit"		(D)
		(B) Acquisition	(C) Rehab/ New Construction	"70 % Present Value Credit"
2. Owner Costs				
a. Building Permit	75,100	0	75,100	
b. Architecture/Engineering Design Fee \$4,684 /Unit)	496,490	0	496,490	
c. Architecture Supervision Fee \$752 /Unit)	79,760	0	79,760	
d. Tap Fees	0	0	0	0
e. Environmental	75,000	56,250	0	0
f. Soil Borings	0	0	0	0
g. Green Building (Earthcraft, LEED, etc.)	0	0	0	0
h. Appraisal	0	0	0	0
i. Market Study	0	0	0	0
j. Site Engineering / Survey	5,000	3,000	0	0
k. Construction/Development Mgt	100,000	0	100,000	
l. Structural/Mechanical Study	0	0	0	0
m. Construction Loan Origination Fee	350,895	0	300,895	
n. Construction Interest (5.9% for 24 months)	2,410,000	0	1,725,127	
o. Taxes During Construction	91,356	0	0	0
p. Insurance During Construction	298,877	0	0	0
q. Permanent Loan Fee (1.0%)	176,437			
r. Other Permanent Loan Fees	211,958			
s. Letter of Credit	0	0	0	0
t. Cost Certification Fee	0	0	0	0
u. Accounting	175,000	0	175,000	
v. Title and Recording	116,207	0	0	0
w. Legal Fees for Closing	370,000	0	203,500	
x. Mortgage Banker	83,279	0	83,279	
y. Tax Credit Fee	98,304			
z. Tenant Relocation	1,500,000		1,500,000	
aa. Fixtures, Furnitures and Equipment	125,000	0	125,000	
ab. Organization Costs	0			
ac. Operating Reserve	767,439			
ad. Soft Costs Contingency	19,999			
ae. Security	0	0	0	0
af. Utilities	0	0	0	0
ag. Supportive Service Reserves	0			

O. PROJECT BUDGET - OWNER COSTS

(1) Other*	specify: Historic Consultant	65,000	52,000	0	0
(2) Other*	specify: Apprais/Mkt Stdy/RCS/CAN	70,570	0	70,570	
(3) Other*	specify: NHPF Bonds DS	468,037	0	0	0
(4) Other*	specify: Replacement Reserve	53,000	0	0	0
(5) Other *	specify: Bond Fees	681,260	0	0	0
(6) Other*	specify: FHLB Application Fee	125,000	0	125,000	0
(7) Other*	specify: LIHTC Application Fee	6,000	0	0	0
(8) Other*	specify: NHTF Interest Carry	10,000	0	0	0
(9) Other*	specify:	0	0	0	0
Owner Costs Subtotal (Sum 2A..2(10))		\$9,104,968	\$111,250	\$5,059,721	\$0
Subtotal 1 + 2 (Owner + Contractor Costs)		\$25,515,528	\$111,250	\$21,282,797	\$0
3. Developer's Fees		3,354,389	0	3,354,389	
4. Owner's Acquisition Costs					
Land		2,250,000			
Existing Improvements		10,000,000	10,000,000		
Subtotal 4:		\$12,250,000	\$10,000,000		
5. Total Development Costs					
Subtotal 1+2+3+4:		\$41,119,917	\$10,111,250	\$24,637,186	\$0

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

(Provide documentation at **Tab E**)

\$0	Land
\$0	Building

Maximum Developer Fee:

\$3,451,242

O.1 Distribution of Costs by Construction Type

1. Provide details of costs broken out by construction type:

Cost Type	Actual Costs	New Construction	Adaptive Reuse	Rehab
a. Contractor Costs (less requested exclusions)	\$16,410,560	\$0	\$154,817	\$16,255,743
Separate Commercial Space Costs	\$0	\$0	\$0	\$0
% of Contractor Costs		\$0	\$0	\$1
b. Owner Costs				
Tap Fees	\$0	\$0	\$0	\$0
Operating Reserves	\$767,439	\$0	\$7,240	\$760,199
All Other Owner Costs (exclude Developer Fee)	\$8,337,529	\$0	\$78,656	\$8,258,873
c. Land Cost	\$2,250,000	\$0	\$21,226	\$2,228,774
d. Building Acquisition Costs (see note for previously owned buildings)	\$10,000,000		\$94,340	\$9,905,660
f. Developer's Fee	\$0		\$0	\$0
Total	\$37,765,528	\$0	\$356,279	\$37,409,249
Less: Tap Fees, Operating Reserves, Commercial Space and Land		\$0	\$122,806	\$12,894,633
Net		\$0	\$233,473	\$24,514,616
Number of Units from Structure:	106	0	1	105
% of Overall Units:		0%	1%	99%
Proposed Development's Cost per Sq Ft		\$0	\$103	\$212
Applicable Cost Limits per Sq Ft		\$556	\$556	\$417

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	41,119,917	10,111,250	24,637,186	0
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)		10,111,250	24,637,186	0
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	0
c. For Green Certification (Eligible Basis x 10%)				0
Total Adjusted Eligible basis			24,637,186	0
5. Applicable Fraction		100.00000%	100.00000%	100.00000%
6. Total Qualified Basis (Eligible Basis x Applicable Fraction)		10,111,250	24,637,186	0
7. Applicable Percentage		4.00%	4.00%	9.00%
8. Maximum Allowable Credit under IRC §42 (Qualified Basis x Applicable Percentage) (Must be same as BIN total and equal to or less than credit amount allowed)		\$404,450	\$985,487	\$0
		\$1,389,937 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. Equity Bridge Loan			\$19,110,227	
2.				
3.				
Total Construction Funding:			\$19,110,227	

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)
				(Whole Numbers only)				
1.	HUD D4 - A Piece			\$8,821,841	\$540,613	5.43%	40	40
2.	HUD D4 - B Piece			\$408,356	\$52,999	5.43%	10	10
3.	National Housing Trust Fu	8/29/2025	1/26/2026	\$1,000,000	\$5,000	0.50%	99999	30
4.	Virginia Housing Trust Fun	8/29/2025	1/26/2026	\$2,000,000		0.00%	0	30
5.	Housing Innovations in En	8/29/2025	1/26/2026	\$2,000,000		0.00%	0	30
6.	Federal Home Loan Bank	5/7/2026		\$1,250,000		0.00%	0	0
7.								
8.								
9.								
10.								
11.								
12.								
13.								
14.								
15.								
16.								
17.								
18.								
19.								
20.								
Total Permanent Funding:				\$15,480,197	\$598,612			

Q. SOURCES OF FUNDS**3. Grants:** List all grants provided for the development:

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

4. Subsidized Funding

	Source of Funds	Date of Commitment	Amount of Funds
1.	National Housing Trust Fund	1/26/2026	\$1,000,000
2.	Virginia Housing Trust Fund	1/26/2026	\$2,000,000
3.	Housing Innovations in Energy Efficiency	1/26/2026	\$2,000,000
4.			
5.			
Total Subsidized Funding			\$5,000,000

5. Recap of Federal, State, and Local Funds

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

TRUE

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

Below-Market Loans

TE: See Below For 50% Test Status

a.	Tax Exempt Bonds	\$11,082,706
b.	RD 515	\$0
c.	Section 221(d)(3)	\$0
d.	Section 312	\$0
e.	Section 236	\$0
f.	Virginia Housing REACH Funds	\$0
g.	HOME Funds	\$0
h.	Choice Neighborhood	\$0
i.	National Housing Trust Fund	\$1,000,000
j.	Virginia Housing Trust Fund	\$2,000,000
k.	Other:	\$2,000,000
	Housing Innovations in Energy	
l.	Other:	\$0

Market-Rate Loans

a.	Taxable Bonds	\$0
b.	Section 220	\$0
c.	Section 221(d)(3)	\$0
d.	Section 221(d)(4)	\$9,230,197
e.	Section 236	\$0
f.	Section 223(f)	\$0
g.	Other:	\$0

Q. SOURCES OF FUNDSGrants*

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

Grants

c.	State	
d.	Local	
e.	Other:	

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

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

For purposes of the Bond Cliff 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:

29.95%**7. Some of the development's financing has credit enhancements.****TRUE**

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

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

- a. **FALSE** Real Estate Tax Abatement on the increase in the value of the development.
- b. **FALSE** **New** project based subsidy from HUD or Rural Development or any other binding federal project based subsidy
0 Number of New PBV Vouchers
- c. **FALSE** Other

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

R. EQUITY**1. Equity**

a.	Portion of Syndication Proceeds Attributable to Historic Tax Credit			
	Amount of Federal historic credits	\$4,606,287	x Equity \$	\$0.800 = \$3,685,030
	Amount of Virginia historic credits	\$5,816,020	x Equity \$	\$0.870 = \$5,059,937
b.	Housing Opportunity Tax Credit Request (paired with 4% credit requests only)			
i.	Requested Annual HOTC Credits	\$555,205		
ii.	10 Year HOTC Credit Amount	\$5,552,050		
iii.	Equity Dollars Per Credit	\$0.500		
iv.	Percent of ownership entity (repeated from 3b)	98.99000%		
v.	HOTC Credit Net	\$2,747,987		
c.	Equity that Sponsor will Fund:			
i.	Cash Investment	\$0		
ii.	Contributed Land/Building	\$0		
iii.	Deferred Developer Fee	\$1,561,388	(Note: Deferred Developer Fee cannot be negative.)	
v.	Other: Sponsor Note, Cash from Operations	\$1,326,886		
	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	\$2,888,274		

2. Equity Gap Calculation

a.	Total Development Cost	\$41,119,917
b.	Total of Permanent Funding, Grants and Equity	- \$29,861,425
c.	Equity Gap	\$11,258,492
d.	Developer Equity	- \$113,710
e.	Equity gap to be funded with low-income tax credit proceeds	\$11,144,782

3. Syndication Information (If Applicable)

a.	Actual or Anticipated Name of Syndicator: Virginia Community Development Corporation (VCDC)			
	Contact Person:	Steve Bleile	Phone:	804-482-6231
	Street Address:	115 South 15th Street, Suite 501		
	City: Richmond	State: Virginia	Zip:	23219
b.	Syndication Equity			
i.	Anticipated Annual Credits		\$1,389,937.00	
	Breakdown of Credits by Type			
		New Construction	\$0.00	
		Adaptive Reuse	\$13,112.61	
		Rehab	\$1,376,824.39	
ii.	Equity Dollars Per Credit (e.g., \$0.85 per dollar of credit)		\$0.810	
iii.	Percent of ownership entity (e.g., 99% or 99.9%)		98.99000%	
iv.	Syndication costs not included in Total Development Costs (e.g., advisory fees)		\$0	
v.	Net credit amount anticipated by user of credits		\$1,375,899	
vi.	Total to be paid by anticipated users of credit (e.g., limited partners)		\$11,144,782	

Action: Provide Syndicator's or Investor's signed Letter of Intent (Mandatory at Tab C)

4. Net Syndication Amount	\$11,144,782
Which will be used to pay for Total Development Costs	
5. Net Equity Factor	81.0000221380%

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			\$41,119,917
2. Less Total of Permanent Funding, Grants and Equity	-		\$29,861,425
3. Equals Equity Gap			\$11,258,492
4. Divided by Net Equity Factor (Percent of 10-year credit expected to be raised as equity investment)			81.0000221380%
5. Equals Ten-Year Credit Amount Needed to Fund Gap			\$13,899,369
Divided by ten years			10
6. Equals Annual Tax Credit Required to Fund the Equity Gap			\$1,389,937
7. Maximum Allowable Credit Amount (from Eligible Basis Calculation)			\$1,389,937
8. Requested Credit Amount		For 30% PV Credit:	\$1,389,937
		For 70% PV Credit:	
Credit per LI Units	\$13,112.6132	Combined 30% & 70% PV Credit Requested	
Credit per LI Bedroom	\$12,086.4087		
			\$1,389,937

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

T. CASH FLOW**1. Revenue**Indicate the estimated monthly income for the **Low-Income Units** (based on Unit Details tab):

Total Monthly Rental Income for LIHTC Units	\$136,633
Plus Other Income Source (list): <u>Laundry, Vending, Misc. Grant Coordinator</u>	<u>\$6,128</u>
Equals Total Monthly Income:	<u>\$142,761</u>
Twelve Months	x12
Equals Annual Gross Potential Income	<u>\$1,713,132</u>
Less Vacancy Allowance <u>7.0%</u>	<u>\$119,919</u>
Equals Annual Effective Gross Income (EGI) - Low Income Units	<u><u>\$1,593,213</u></u>

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

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

Action: Provide documentation in support of Operating Budget (**TAB R**)**3. Cash Flow (First Year)**

a. Annual EGI Low-Income Units	<u>\$1,593,213</u>
b. Annual EGI Market Units	<u>\$0</u>
c. Total Effective Gross Income	<u>\$1,593,213</u>
d. Total Expenses	<u>\$901,851</u>
e. Net Operating Income	<u>\$691,362</u>
f. Total Annual Debt Service	<u>\$598,612</u>
g. Cash Flow Available for Distribution	<u>\$92,750</u>

T. CASH FLOW**4. Projections for Financial Feasibility - 15 Year Projections of Cash Flow**

	Stabilized Year 1	Year 2	Year 3	Year 4	Year 5
Eff. Gross Income	1,593,213	1,625,077	1,657,579	1,690,730	1,724,545
Less Oper. Expenses	901,851	928,907	956,774	985,477	1,015,041
Net Income	691,362	696,170	700,805	705,253	709,503
Less Debt Service	598,612	598,612	598,612	598,612	598,612
Cash Flow	92,750	97,558	102,193	106,641	110,891
Debt Coverage Ratio	1.15	1.16	1.17	1.18	1.19

	Year 6	Year 7	Year 8	Year 9	Year 10
Eff. Gross Income	1,759,036	1,794,216	1,830,101	1,866,703	1,904,037
Less Oper. Expenses	1,045,492	1,076,857	1,109,163	1,142,438	1,176,711
Net Income	713,543	717,359	720,938	724,265	727,326
Less Debt Service	598,612	598,612	598,612	598,612	598,612
Cash Flow	114,931	118,747	122,326	125,653	128,714
Debt Coverage Ratio	1.19	1.20	1.20	1.21	1.22

	Year 11	Year 12	Year 13	Year 14	Year 15
Eff. Gross Income	1,942,117	1,980,960	2,020,579	2,060,991	2,102,210
Less Oper. Expenses	1,212,012	1,248,373	1,285,824	1,324,399	1,364,131
Net Income	730,105	732,587	734,755	736,592	738,080
Less Debt Service	598,612	598,612	598,612	598,612	598,612
Cash Flow	131,493	133,975	136,143	137,980	139,468
Debt Coverage Ratio	1.22	1.22	1.23	1.23	1.23

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

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

U. Building-by-Building Information

Must Complete

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

Number of BINS:

1

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

Bldg #	BIN if known	NUMBER OF		Please help us with the process: DO NOT use the CUT feature DO NOT SKIP LINES BETWEEN BUILDINGS				30% Present Value Credit for Acquisition				30% Present Value Credit for Rehab / New Construction				70% Present Value Credit				
		TAX CREDIT UNITS	MARKET RATE UNITS					Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	
		Street Address 1	Street Address 2	City	State	Zip	Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount		
1.		106	0	600 N Main Street		Danville	VA	24541	\$10,111,250	02/01/29	4.00%	\$404,450	\$24,637,186	02/01/29	4.00%	\$985,487				\$0
2.												\$0				\$0				\$0
3.												\$0				\$0				\$0
4.												\$0				\$0				\$0
5.												\$0				\$0				\$0
6.												\$0				\$0				\$0
7.												\$0				\$0				\$0
8.												\$0				\$0				\$0
9.												\$0				\$0				\$0
10.												\$0				\$0				\$0
11.												\$0				\$0				\$0
12.												\$0				\$0				\$0
13.												\$0				\$0				\$0
14.												\$0				\$0				\$0
15.												\$0				\$0				\$0
16.												\$0				\$0				\$0
17.												\$0				\$0				\$0
18.												\$0				\$0				\$0
19.												\$0				\$0				\$0
20.												\$0				\$0				\$0
21.												\$0				\$0				\$0
22.												\$0				\$0				\$0
23.												\$0				\$0				\$0
24.												\$0				\$0				\$0
25.												\$0				\$0				\$0
26.												\$0				\$0				\$0
27.												\$0				\$0				\$0
28.												\$0				\$0				\$0
29.												\$0				\$0				\$0
30.												\$0				\$0				\$0
31.												\$0				\$0				\$0
32.												\$0				\$0				\$0
33.												\$0				\$0				\$0
34.												\$0				\$0				\$0
35.												\$0				\$0				\$0
36.												\$0				\$0				\$0
37.												\$0				\$0				\$0
38.												\$0				\$0				\$0
39.												\$0				\$0				\$0
40.												\$0				\$0				\$0
41.												\$0				\$0				\$0
42.												\$0				\$0				\$0
43.												\$0				\$0				\$0
44.												\$0				\$0				\$0
45.												\$0				\$0				\$0
46.												\$0				\$0				\$0
47.												\$0				\$0				\$0
48.												\$0				\$0				\$0
49.												\$0				\$0				\$0
50.												\$0				\$0				\$0

U. Building-by-Building Information

Must Complete

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

Number of BINS:

1

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

Bldg #	BIN if known	NUMBER OF		Street Address 1	Street Address 2	City	State	Zip	30% Present Value Credit for Acquisition				30% Present Value Credit for Rehab / New Construction				70% Present Value Credit			
		TAX CREDIT UNITS	MARKET RATE UNITS						Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount
51.												\$0				\$0				\$0
52.												\$0				\$0				\$0
53.												\$0				\$0				\$0
54.												\$0				\$0				\$0
55.												\$0				\$0				\$0
56.												\$0				\$0				\$0
57.												\$0				\$0				\$0
58.												\$0				\$0				\$0
59.												\$0				\$0				\$0
60.												\$0				\$0				\$0
61.												\$0				\$0				\$0
62.												\$0				\$0				\$0
63.												\$0				\$0				\$0
64.												\$0				\$0				\$0
65.												\$0				\$0				\$0
66.												\$0				\$0				\$0
67.												\$0				\$0				\$0
68.												\$0				\$0				\$0
69.												\$0				\$0				\$0
70.												\$0				\$0				\$0
71.												\$0				\$0				\$0
72.												\$0				\$0				\$0
73.												\$0				\$0				\$0
74.												\$0				\$0				\$0
75.												\$0				\$0				\$0
76.												\$0				\$0				\$0
77.												\$0				\$0				\$0
78.												\$0				\$0				\$0
79.												\$0				\$0				\$0
80.												\$0				\$0				\$0
81.												\$0				\$0				\$0
82.												\$0				\$0				\$0
83.												\$0				\$0				\$0
84.												\$0				\$0				\$0
85.												\$0				\$0				\$0
86.												\$0				\$0				\$0
87.												\$0				\$0				\$0
88.												\$0				\$0				\$0
89.												\$0				\$0				\$0
90.												\$0				\$0				\$0
91.												\$0				\$0				\$0
92.												\$0				\$0				\$0
93.												\$0				\$0				\$0
94.												\$0				\$0				\$0
95.												\$0				\$0				\$0
96.												\$0				\$0				\$0
97.												\$0				\$0				\$0
98.												\$0				\$0				\$0
99.												\$0				\$0				\$0
100.												\$0				\$0				\$0

U. Building-by-Building Information

Must Complete

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

Number of BINS: 1

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

Bldg #	BIN if known	NUMBER OF		Please help us with the process: DO NOT use the CUT feature DO NOT SKIP LINES BETWEEN BUILDINGS				30% Present Value Credit for Acquisition				30% Present Value Credit for Rehab / New Construction				70% Present Value Credit			
		TAX CREDIT UNITS	MARKET RATE UNITS					Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount
		Street Address 1	Street Address 2	City	State	Zip													
101.											\$0				\$0				\$0
102.											\$0				\$0				\$0
103.											\$0				\$0				\$0
104.											\$0				\$0				\$0
105.											\$0				\$0				\$0
106.											\$0				\$0				\$0
107.											\$0				\$0				\$0
108.											\$0				\$0				\$0
109.											\$0				\$0				\$0
110.											\$0				\$0				\$0
111.											\$0				\$0				\$0
112.											\$0				\$0				\$0
113.											\$0				\$0				\$0
114.											\$0				\$0				\$0
115.											\$0				\$0				\$0
116.											\$0				\$0				\$0
117.											\$0				\$0				\$0
118.											\$0				\$0				\$0
119.											\$0				\$0				\$0
120.											\$0				\$0				\$0
121.											\$0				\$0				\$0
122.											\$0				\$0				\$0
123.											\$0				\$0				\$0
124.											\$0				\$0				\$0
125.											\$0				\$0				\$0
		106	0																
Totals from all buildings								\$10,111,250				\$24,637,186				\$0			
												\$404,450				\$985,487			
																\$0			

Number of BINS: 1

V. STATEMENT OF OWNER

The undersigned hereby acknowledges the following:

1. that, to the best of its knowledge and belief, all factual information provided herein or in connection herewith is true and correct, and all estimates are reasonable.
2. that it will at all times indemnify and hold harmless Virginia Housing and its assigns against all losses, costs, damages, Virginia Housing's expenses, and liabilities of any nature directly or indirectly resulting from, arising out of, or relating to Virginia Housing's acceptance, consideration, approval, or disapproval of this reservation request and the issuance or nonissuance of an allocation of credits, grants and/or loan funds in connection herewith.
3. that points will be assigned only for representations made herein for which satisfactory documentation is submitted herewith and that no revised representations may be made in connection with this application once the deadline for applications has passed.
4. that this application form, provided by Virginia Housing to applicants for tax credits, including all sections herein relative to basis, credit calculations, and determination of the amount of the credit necessary to make the development financially feasible, is provided only for the convenience of Virginia Housing in reviewing reservation requests; that completion hereof in no way guarantees eligibility for the credits or ensures that the amount of credits applied for has been computed in accordance with IRC requirements; and that any notations herein describing IRC requirements are offered only as general guides and not as legal authority.
5. that the undersigned is responsible for ensuring that the proposed development will be comprised of qualified low-income buildings and that it will in all respects satisfy all applicable requirements of federal tax law and any other requirements imposed upon it by Virginia Housing prior to allocation, should one be issued.
6. that the undersigned commits to providing first preference to members of targeted populations having state rental assistance and will not impose any eligibility requirements or lease terms for such individuals that are more restrictive than its standard requirements and terms, the terms of the MOU establishing the target population, or the eligibility requirements for the state rental assistance.
7. that, for the purposes of reviewing this application, Virginia Housing is entitled to rely upon representations of the undersigned as to the inclusion of costs in eligible basis and as to all of the figures and calculations relative to the determination of qualified basis for the development as a whole and/or each building therein individually as well as the amounts and types of credit applicable thereof, but that the issuance of a reservation based on such representation in no way warrants their correctness or compliance with IRC requirements.
8. that Virginia Housing may request or require changes in the information submitted herewith, may substitute its own figures which it deems reasonable for any or all figures provided herein by the undersigned and may reserve credits, if any, in an amount significantly different from the amount requested.
9. that reservations of credits are not transferable without prior written approval by Virginia Housing at its sole discretion.
10. that the requirements for applying for the credits and the terms of any reservation or allocation thereof are subject to change at any time by federal or state law, federal, state or Virginia Housing regulations, or other binding authority.
11. that reservations may be made subject to certain conditions to be satisfied prior to allocation and shall in all cases be contingent upon the receipt of a nonrefundable application fee of \$1000 and a nonrefundable reservation fee equal to 7% of the annual credit amount reserved.
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:

Danville House Redevelopment Owner, I

By:

Its:



Mansur Abdul-Malik

Senior Vice President, Development

(Title)

V. STATEMENT OF ARCHITECT

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

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

Legal Name of Architect:	Thomas Allan Liebel
Virginia License#:	017551
Architecture Firm or Company:	Moseley Inc.

By:	
Its:	Vice President
	(Title)

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

V. Previous Participation Certification

Development Name: Danville House

Name of Applicant (entity): Danville House Redevelopment Owner, LLC

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

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

- “Principal” has the same meaning as defined within the QAP, but as applied to each specific property referenced within this Certification, it excludes individuals and entities whose ownership interest is solely vested in limited partnership interests of the ownership entity.

- “Participant” means all Principals of the Owner who are required to be individually listed within **the organizational chart attached hereto**.

1. All the statements made within this Certification are true, complete and correct to the best of my knowledge and belief and are made in good faith, including the data contained within the organizational charts and any statements attached to this Certification, and I will immediately alert Virginia Housing should I become aware of any information prior to the application deadline which may render my statements herein false or misleading.

2. During any time within the past ten (10) years that any of the Participants were Principals in any multifamily rental property, no mortgagee of any such property declared a default under its mortgage loan or assigned it to the mortgage insurer (governmental or private); no such property was foreclosed upon or dispossessed pursuant to a deed-in-lieu of foreclosure; and no such property received mortgage relief from the mortgagee. For purposes of this statement, "declared a default" refers only to final notices of default issued after the exhaustion of all applicable notice and cure rights.

3. During any time within the last ten (10) years that any of the Participants were a Principal in an owner of multifamily rental property, no such owner was determined to have breached any agreement related to the construction or rehabilitation, use, operation, management or disposition of the property, including removal from a partnership or limited liability company. For the purposes of this statement, "determined to have breached" refers only to determinations made by an independent third-party arbiter or court of law following the expiration of all applicable notice and cure periods and excludes default judgments that have been fully satisfied.

4. No Participant listed in this Certification has been required to turn control of a property over to an investor or been otherwise involuntarily removed as a general partner from the ownership of a multifamily rental property within the past ten (10) years.

5. There are no unresolved material findings of noncompliance resulting from any audits, management reviews, or other governmental investigations performed by (or on behalf of) any state or federal entity, concerning any multifamily rental property in which any of the Participants were Principals at the time of such finding. For the purposes of this statement, a finding is considered resolved if either (a) the state or federal entity issuing the finding has determined that no further action is required to remedy the finding; or (b) the Participant (or entity in which it is a Principal) has entered into a binding agreement with the applicable state or federal entity to address such finding(s) and the Applicant has included with this Certification a copy of such agreement accompanied by a written statement from the state or federal entity verifying that such agreement is not in default and is reasonably expected to be satisfied within (90) days. Any such statement must be addressed to Virginia Housing and dated no more than thirty (30) days prior to submission of the Application.

6. During the past ten (10) years, no Participants were Principals in any multifamily rental property for which payments under any state or federal assistance contract were suspended or terminated. For the purposes of this statement, suspensions and terminations do not include those caused solely by actions or inactions of the state or federal agency, like funding shortages, technical issues, or administrative delays, where the Principals were not at fault.

7. None of the Participants have been convicted of a felony and none are presently the subject of a complaint of 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. No Participant has been suspended, debarred, or otherwise restricted by any federal or state entity from participating in housing programs administered by such entity due to programmatic noncompliance on the part of either the Participant or an entity in which the Participant was a Principal.

9. During the past ten (10) years, (a) no Participant has been the subject of a claim under an employee fidelity bond; and (b) while any Participant was a Principal in an owner of multifamily rental property, no Participant or such related owner defaulted on any obligation secured by a letter of credit or surety or performance bond. For the purposes of this statement, "defaulted" refers only to events where funds were paid by the issuer of a letter of credit or surety or performance bond.

10. No Participant is a Virginia Housing employee or a member of the immediate household of any Virginia Housing employee.

11. No Participant currently holds an ownership interest in a multifamily rental property where construction has stopped for more than 20 consecutive days, unless the stoppage:

- (a) resulted from events beyond the reasonable control of the property owner that also caused similar delays in comparable projects in the surrounding area (e.g. natural disasters, labor strikes, pandemics, or government-imposed work stoppages); or
- (b) solely involves work neither contractually required as a condition of tax credit allocation nor required prior to placing in service all residential buildings within such project.

Additionally, no Participant currently holds an ownership interest in a multifamily rental property assisted by a federal or state governmental entity and that has been substantially complete for more than 90 days without the required closing documents (such as the final cost certification) being filed, unless the delay is solely attributable to the governmental entity and not to the property owner or its agents.

12. No court of competent jurisdiction or other federal or state governmental entity has found any Participant to be in violation of any applicable civil rights, fair housing, or equal employment opportunity laws or regulations.

13. During the past ten (10) years, no Participant was a Principal in any multifamily rental property found by a court of competent jurisdiction or other federal or state governmental entity to have failed to comply with Section 42 of the Internal Revenue Code of 1986, as amended (this statement does not refer to 8823s deemed corrected by the issuing agency).

14. No Participants are 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. No Participant 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 and failure to certify, I have attached the following, which if not provided will automatically disqualify this Application from consideration:

- A. Supporting documentation sufficient to both outline the relevant facts and circumstances that necessitated each deletion and to explain why such deletion(s) should not result in disqualification; and
- B. A draft of Virginia Housing's form Right of First Refusal, which the Applicant commits to properly execute and record as a condition of any reservation or allocation of low-income housing tax credits made with regard to the Development named above.

Any material misrepresentations or omissions made on this form are grounds for rejection of this Application, forfeiture of any credits awarded with connection with this Application, and prohibition against the submission of future applications.



Signature

Eric Price, President and CEO

Printed Name

5/7/26

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

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		Score
Y	Y or N	0
Y	Y or N	0
Y	Y or N	0
Y	Y or N	0
Y	Y or N	0
Y	Y or N	0
Y	Y or N	0
Y	Y or N	0
Y	Y, N, N/A	0
Y	Y or N	0
Y	Y or N	0
Y	Y or N	0
Y	Y or N	0
Total:		0.00

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
- or e. Location in a revitalization area with resolution or by locality
- or f. Location in a Opportunity Zone
- g. Location in a Medium to High level Economic Development Jurisdiction
- h. Location on land owned by Tribal Nation

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
Y	0 or 5	5.00
N	0 or 15	0.00
Total:		20.00

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) in Northern Virginia or New Construction pool
- 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

N	0 or up to 5	0.00
Y	0 or 20	20.00
12.16%	Up to 60	24.32
N	0 or 5	0.00
N	up to 40	0.00
0%	0, 20, 25 or 30	0.00
N	0 or 15	0.00
N	Up to 20	0.00
Total:		44.32

3. DEVELOPMENT CHARACTERISTICS:

a. Enhancements (See calculations below)			30.00
b. <removed for 2026>			0.00
c. HUD 504 accessibility for 10% of units	Y	0 or 20	20.00
d. Proximity to public transportation	Y10	0, 10 or 20	10.00
e. Development will be Green Certified	Y	0 or 10	10.00
f. Units constructed to meet Virginia Housing's Universal Design standards	0%	Up to 15	0.00
g. Developments with less than 100 low income units	N	up to 20	0.00
h. Historic Structure eligible for Historic Rehab Credits	Y	0 or 5	5.00
i. Meets Target Population Development Characteristics	N	0 or 10	0.00
Total:			75.00

4. TENANT POPULATION CHARACTERISTICS:

Locality AMI	State AMI
\$69,600	\$78,100

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)	0.00%	Up to 10	0.00
e. Units in Higher Income Jurisdictions with rent and income at or below 50% of AMI	0.00%	Up to 50	0.00
f. Units in Higher Income Jurisdictions with rents <= 50% rented to tenants with <= 60% of AMI	0.00%	Up to 25	0.00
or g. Units in LI Jurisdictions with rents <= 50% rented to tenants with <= 60% of AMI	0.00%	Up to 50	0.00
Total:			0.00

Must opt to
received points
for deeper
targets on Unit
Details Tab.

5. SPONSOR CHARACTERISTICS:

a. <QAP change - removed for 2026 cycle>	N		0.00
b. Veteran Small Business Principal owner 25% or greater	N	0 or 30	0.00
c. Developer experience - uncorrected life threatening hazard	N	0 or -50	0.00
d. Developer experience - noncompliance	N	0 or -15	0.00
e. Developer experience - did not build as represented (per occurrence)	0	0 or -2x	0.00
f. Developer experience - failure to provide minimum building requirements (per occurrence)	0	0 or -50 per item	0.00
g. Developer experience - termination of credits by Virginia Housing	N	0 or -10	0.00
h. Developer experience - exceeds cost limits at certification	N	0 or -50	0.00
i. Developer experience - more than 2 requests for Final Inspection	0	0 or -5 per item	0.00
j. Management company rated unsatisfactory	N	0 or -25	0.00
Total:			0.00

6. EFFICIENT USE OF RESOURCES:

a. Credit per unit		Up to 100	44.50
Total:			44.50

7. BONUS POINTS:

a. Extended Use Restriction beyond 15 year compliance period	15 Years	40 or 70	0.00
or b. Nonprofit or LHA purchase option/ ROFR	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	10 or 15	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 Veteran Owned Small Business Certification	N	up to 10	0.00
g. Commitment to electronic payment of fees	Y	0 or 5	5.00
h. Zero Ready or Passive House certification from prior allocation	N	0 or 20	0.00
Total:			65.00

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

TOTAL SCORE: 248.82

	TYPE	New Constr.	Adaptive Reuse	Acq. Rehab	
	% of Units	0%	1%	99%	
Enhancements:	Max Points				Total Pts Awarded
a. Community Room	5	One selection per deal			5.00
b. Exterior walls constructed with brick and other low maintenance materials	40	One selection per deal			20.00
c. LED Kitchen Light Fixtures	2	0.00	0.02	1.98	2.00
d. Cooking surfaces equipped with fire suppression features	2	One selection per deal			2.00
e. Bath Fan - Delayed timer or continuous exhaust	3	One selection per deal			0.00
f. Baths equipped with humidistat	3				
g. Watersense labeled faucets, toilets and showerheads (without Green Certification)	3	0.00	0.00	0.00	0.00
h. Rehab only: New infrastructure for high speed internet/broadband	5	Only REHAB units			0.00
i. Each unit provided free individual high speed internet access	15	One selection per deal			0.00
j. USB in kitchen, living room and all bedrooms	1	0.00	0.00	0.00	0.00
k. Rehab only: dedicated space to accept permanent dehumidification system	2	Only REHAB units			0.00
l. Provides Permanently installed dehumidification system	5	0.00	0.00	0.00	0.00
m. All interior doors within units are solid core	3	0.00	0.00	0.00	0.00
n. Installation of Renewable Energy Electric system	10	One selection per deal			0.00
o. New Construction: Balcony or patio	4	Only New Construction units			0.00
All elderly units have:					
p. Front-control ranges	1	0.00	0.01	0.99	1.00
q. Independent/suppl. heat source	1	0.00	0.00	0.00	0.00
r. Two eye viewers	1	0.00	0.00	0.00	0.00
s. Shelf or Ledge at entrance within interior hallway	2	0.00	0.00	0.00	0.00
Total Enhancements Pts.					30.00

X.

Development Summary

Summary Information

2026 Low-Income Housing Tax Credit Mixed Construction Application For Reservation

Deal Name:

Danville House

Cycle Type:4% Tax Exempt Bonds Credits

Requested Credit Amount:\$1,389,937

Allocation Type:Mixed Construction

Jurisdiction:Danville City

Total Units106

Population Target:Elderly

Total LI Units106

Total Score248.82

Project Gross Sq Ft:125,637.10

Owner Contact:TimPryor

Green Certified?TRUE

Source of Funds	Amount	Per Unit	Per Sq Ft	Annual Debt Service
Permanent Financing	\$15,480,197	\$146,040	\$123	\$598,612
Grants	\$0	\$0		
Subsidized Funding	\$5,000,000	\$47,170		

Uses of Funds - Actual Costs				
Type of Uses	Amount	Per Unit	Sq Ft	% of TDC
Improvements	\$14,355,291	\$135,427	\$114	34.91%
General Req/Overhead/Profit	\$1,870,545	\$17,647	\$15	4.55%
Other Contract Costs	\$184,724	\$1,743	\$1	0.45%
Owner Costs	\$9,104,968	\$85,896	\$72	22.14%
Acquisition	\$12,250,000	\$115,566	\$98	29.79%
Developer Fee	\$3,354,389	\$31,645	\$27	8.16%
Total Uses	\$41,119,917	\$387,924		

Income		
Gross Potential Income - LI Units		\$1,713,132
Gross Potential Income - Mkt Units		\$0
Subtotal		\$1,713,132
Less Vacancy %	7.00%	\$119,919
Effective Gross Income		\$1,593,213

Rental Assistance?

TRUE

Expenses		
Category	Total	Per Unit
Administrative	\$359,490	\$3,391
Utilities	\$65,792	\$621
Operating & Maintenance	\$256,861	\$2,423
Taxes & Insurance	\$187,908	\$1,773
Total Operating Expenses	\$870,051	\$8,208
Replacement Reserves	\$31,800	\$300
Total Expenses	\$901,851	\$8,508

Cash Flow	
EGI	\$1,593,213
Total Expenses	\$901,851
Net Income	\$691,362
Debt Service	\$598,612
Debt Coverage Ratio (YR1):	1.15

Total Development Costs	
Total Improvements	\$25,515,528
Land Acquisition	\$12,250,000
Developer Fee	\$3,354,389
Total Development Costs	\$41,119,917

Unit Breakdown	
# of Eff	0
# of 1BR	97
# of 2BR	9
# of 3BR	0
# of 4+ BR	0
Total Units	106

	Income Levels	Rent Levels
	# of Units	# of Units
<=30% AMI	0	0
40% AMI	0	0
50% AMI	0	0
60% AMI	106	106
>60% AMI	0	0
Market	0	0

Income Averaging?

FALSE

Extended Use Restriction?

30

Y. Efficient Use of Resources

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 100 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 100. In this example, $(40\%/60\%) \times 100$ or 66.67 points.

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

Combined Max	\$1,389,937
Credit Requested	\$1,389,937
% of Savings	0.00%
Sliding Scale Points	44.5

Tab A:

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

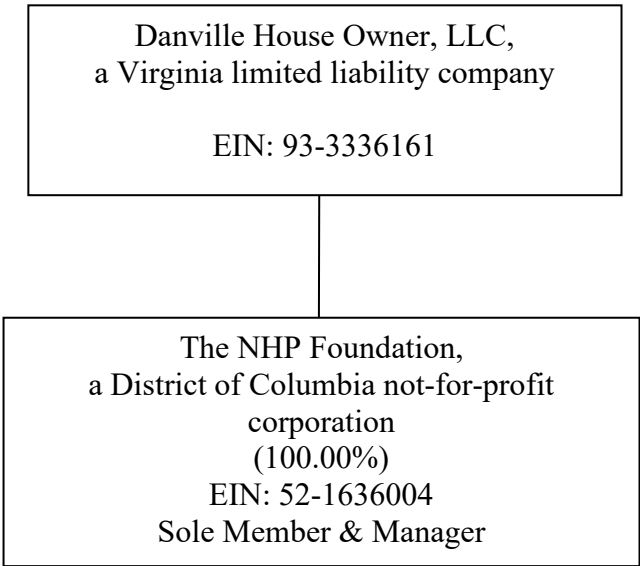
Tab A Contents

1. Org Chart – Initial Acquisition
2. Org Chart – Danville House Redevelopment Owner at Acquisition
3. Org Chart – LIHTC Redevelopment

Danville House Apartments

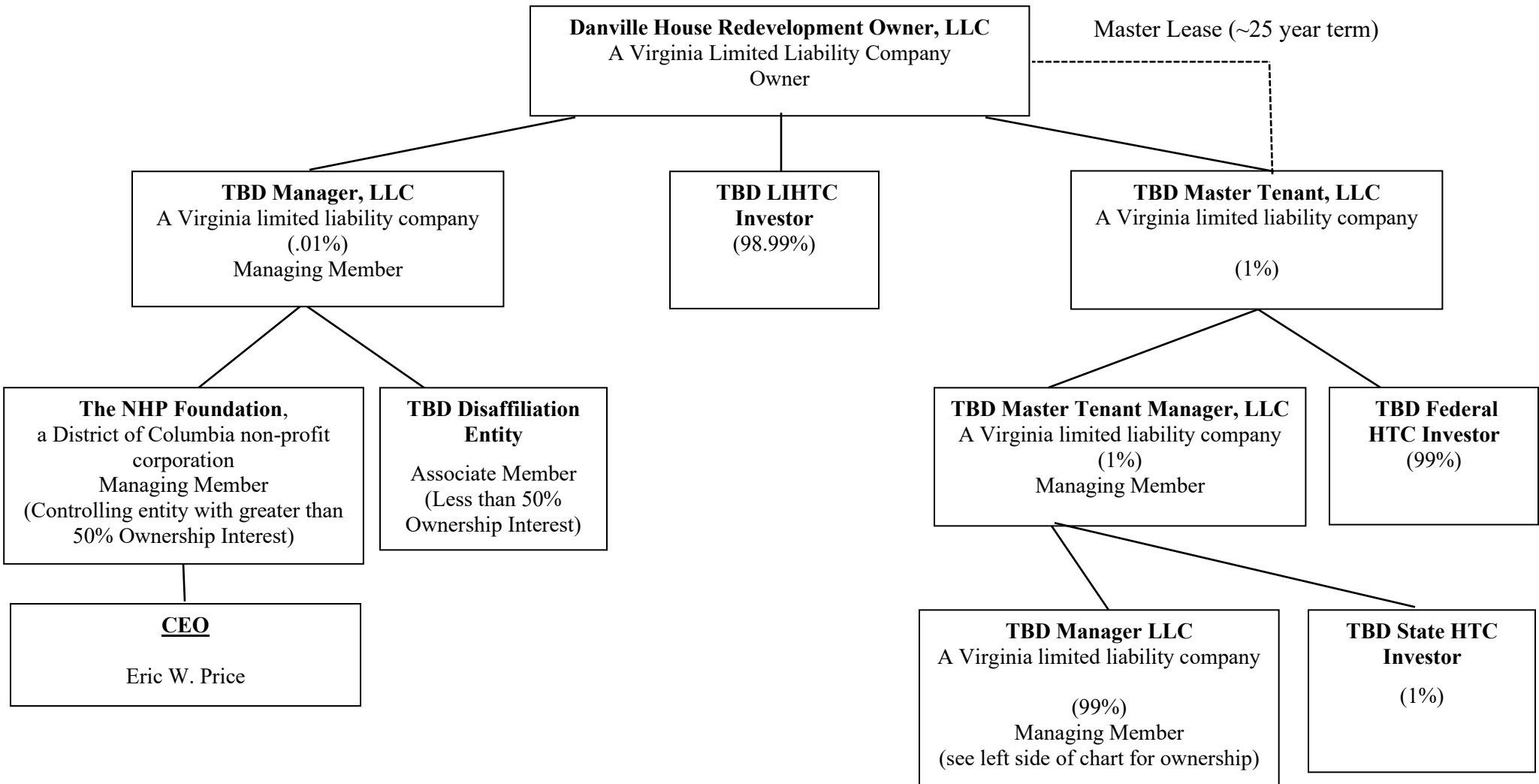
Current ownership effective as of acquisition

(As of September 18, 2023)



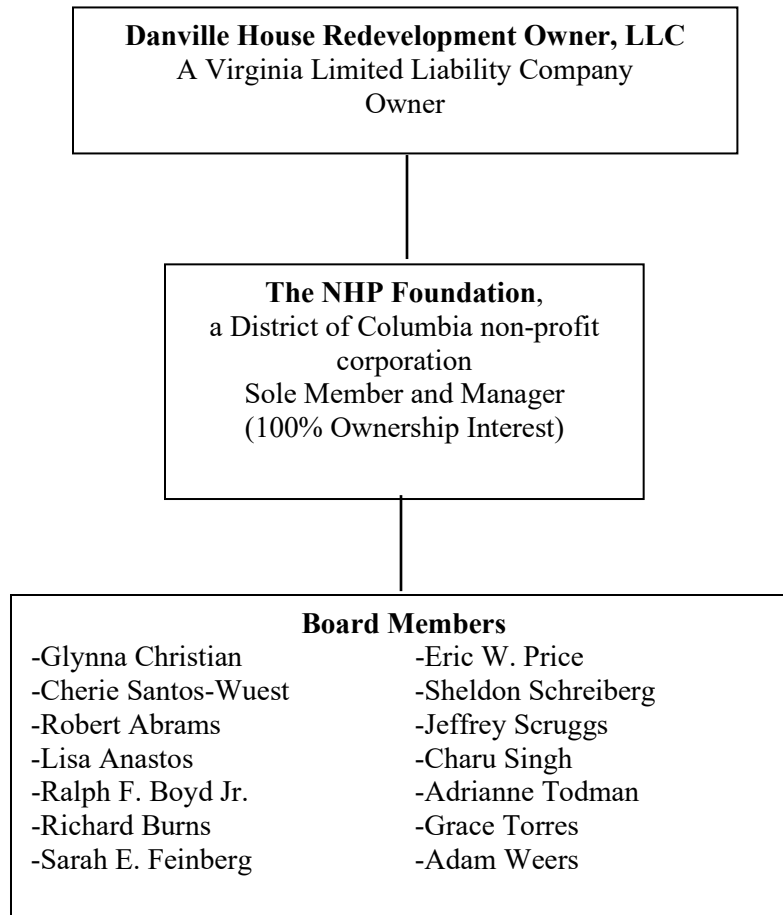
DANVILLE HOUSE

(Projected as of LIHTC Closing Date)



DANVILLE HOUSE

(Projected as of Acquisition)



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 Danville House Redevelopment Owner, LLC is duly organized as a Limited Liability Company under the law of the Commonwealth of Virginia;

That the Limited Liability Company was formed on February 19, 2026; and

That the Limited Liability Company is in existence in the Commonwealth of Virginia as of the date set forth below.

Nothing more is hereby certified.



Signed and Sealed at Richmond on this Date:

February 19, 2026

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

Bernard J. Logan, Clerk of the Commission

Tab C:

Syndicator's or Investor's Letter of Intent
(MANDATORY)

Tab C Contents

1. Federal LIHTC LOI - VCDC
2. State LIHTC LOI - Advantage Capital
3. Federal HTC LOI - Chase
4. State HTC LOI – Commonwealth Advisors



Vibrant Communities Drive Change

Danville House Redevelopment Owner, LLC
c/o The NHP Foundation
1401 H Street NW, Ste 100
Washington DC, 2005

RE: Danville House
Investor Letter of Intent

Dear Mr. Pryor,

VCDC, through one of its subsidiary entities, is interested in providing an investment for the Low-Income Housing Tax Credits to be generated by the development of Danville House. Subject to the usual and customary due diligence and investor committee approval, and fund formation, VCDC is interested to purchase the Investor Member interests Danville House Redevelopment Owner, LLC on behalf of an equity fund created for the purpose of promoting the development of affordable housing.

Based on our analysis of the information provided to date, the Investor Member is interested in making a total equity investment of \$11,144,782 to Danville House Redevelopment Owner, LLC. This investment is based on the Investor Member's 98.99% share of the projected annual Low Income Housing Tax Credit of \$1,389,937 at \$.81 per credit dollar, and other tax benefits.

Please feel free to contact me if you have any questions. We look forward to working with you.

Sincerely,

Steve Bleile
Vice President of Community Investments

115 S 15th Street
Suite 501
Richmond VA 23219
804.343.1200
vibrantcommunities.us



Advantage Capital

May 12, 2026

The NHP Foundation
Attn: Tim Pryor
1401 H Street NW, Suite 1000
Washington, DC 20005

Re: Danville House – Danville, Virginia (“Proposed Development”)

Dear Tim,

Advantage Capital (“AC” or “State LP”) is pleased to provide this syndication letter that outlines the terms under which the State LP would pursue a limited partnership interest in the partnership owning the Proposed Development (the “Project Partnership”). The State LP’s investment in the Project Partnership would be made in consideration of and expectation of several benefits, including but not limited to, up to a 0.1% interest in profits and losses from operations, up to a 0.1% interest in gains and losses from capital transactions, 100% of the VA LIHTC (“State Credits”), and up to 0.1% of the Federal Low Income Housing Tax Credits (“Federal Credits”), to be generated by the Proposed Development, consisting of 106 rental units located in Danville, Virginia.

This proposal contains an outline of suggested terms only, and it does not represent a commitment by AC or create any obligation whatsoever on AC’s part to make an equity investment in the Project Partnership. The outlined terms have not received final approval by AC’s investment committee. New information or industry changes could materially alter the investment terms, so neither you nor AC will be under any legal obligation until AC has been lawfully admitted as a partner to the Proposed Development.

Development Information:

1. The development will consist of 106 units.
2. The Proposed Development will be considered a “Qualified Low-Income Housing Project” under Section 42 of the Internal Revenue Code.
3. Tax Credits:
 - a. \$1,389,937 annually (Federal LIHTC/10 Years)
 - b. \$555,205 annually (Virginia LIHTC/10 Years)
4. Capital Contribution Rate Per Credit:
 - a. \$.50/State Credit
5. Total Capital Contributions:
 - a. \$2,747,987 with respect to State Credits

6. Tax Credit Adjusters: In most cases, the State LP will adjust the amount of its capital contributions in a similar manner that the Federal LIHTC Investor adjusts the amount of its capital contributions, accounting for early and late delivery of the tax credits.
7. Guarantees: The State LP shall be a beneficiary of applicable guarantees in the same manner as the Federal LIHTC Investor. At a minimum, the State LP requires that construction completion, operating deficits, the repurchase obligation and the State Credits be guaranteed in accordance with industry standards and from acceptable guarantors (in the opinion of the State LP). The tax credit guaranty must extend through the compliance period.
8. Reserve Requirements:
 - a. Operating Reserve: An operating reserve in an amount equal to 6 months of operating expenses, replacement reserves and must pay debt service, or a lesser amount acceptable to Virginia Housing, will be maintained from available cash flow for the life of the compliance period. Withdrawals from the operating reserve will be subject to the Federal LIHTC Investor's consent.
 - b. Replacement Reserve: A to be determined Replacement Reserve of at least \$300 PUPA, or a higher amount as required by Virginia Housing, or as determined by the Federal LIHTC Investor, and will increase annually by 3%.
9. Projected Closing Costs: The State LP will not pass through any closing costs to the Company and will pay its own legal costs. The State LP will not be responsible for any other party's closing costs or legal costs. The Company will be responsible for any third-party costs, fees and expenses associated with and incurred on behalf of the Company with respect to the Proposed Development.
10. Asset Management Fees: An annual asset management fee shall be paid to the State LP on the same terms as the similar fee paid to the Federal Investor. The State LP's fee shall be the greater of half of the Federal Investor's fee or \$1,500 per year.
11. Net Cash Flow Distributions: The cash flow waterfall of the Project Partnership will be in accordance with that outlined by the Federal LIHTC Investor and the State LP will have approval rights with respect to any modifications.
12. Non-Profit Right of First Refusal: If applicable, the State LP will agree to grant to the General Partner an option (the "Option") to purchase the State LP's interest in the Company after expiration of the applicable compliance period pursuant to the terms of an option agreement that complies with Internal Revenue Code Section 42(i)(7).

This letter and its terms are subject to final acceptable underwriting and due diligence review (in AC's sole discretion). An update to this letter may be provided as requested by you, which in addition to the items above will include final capital contribution timing, milestones and amounts as well as anticipated due diligence.

On behalf of Advantage Capital, thank you for the opportunity to provide this Letter. We look forward to being part of this Proposed Development and the impact it will have in addressing housing needs in Virginia.

Sincerely,



William Fiederlein
Vice President



May 12, 2026

Mr. Timothy Pryor
The NHP Foundation
1401 H St, NW, #1000
Washington, DC 20005

Re: Danville Houses - Historic Tax Credits

Dear Mr. Pryor:

JPMorgan Chase Bank, N.A. ("JPMC") has reviewed your request for a Historic Tax Credit equity investment to support the Danville Houses project located at 600 Main St, Danville, VA. This financing request has been made in conjunction with requests for funding from a number of other sources.

JPMC's Community Development Tax Credit Group has invested more than \$2 billion of New Markets and Historic Tax Credit equity.

JPMC is pleased to provide you with this letter of interest and would like the opportunity to underwrite the requested Historic Tax Credit ("HTC") investment. Upon the receipt of additional due diligence, including an Appraisal, Market Study, Guarantor Personal Financial Statements, and a Senior Lender Term Sheet, the underwriting process would commence and if conditions are met, JPMC would move towards issuing a term sheet which would describe the terms, conditions and structure under which a potential equity investment would be made. Included in the underwriting process will be a review of the taxable status of the project entities and overall tax credit structure review.

Assuming the Danville Houses project generates approximately \$4,606,287 Federal Historic Tax Credits ("HTCs"), and 99% of such HTCs are passed-through to the Master Tenant, based on the projected amount of the QREs, JPMC will make a capital contribution in one or more installments to a to-be-determined Master Tenant in the amount of \$3,685,030 (the "FHTC Equity") which is based on \$0.80 ("FHTC Pay Factor") times the HTCs (the FHTC Equity also referred to as the "HTC Equity"). If the Project generates more QREs than anticipated, the Investor will increase its HTC Equity investment commensurate with the resulting increase in HTCs; provided, however, that the Investor has the option, in its sole and absolute discretion, to increase the total HTC Equity investment commensurate with all available HTCs, in each case based on the FHTC Pay Factor. Equity will be paid in as follows: 25% at Closing, 50% at Placement in Service, 15% at receipt of NPS Part 3 approval and 10% at Stabilization

Equity Pay in Schedule	
Closing Installment	25%
Placement in Service Installment	50%
Part 3	15%
Stabilization	10%

While Investor is a member in the Master Tenant, it will earn: (1) a preferred return equal to 1% of all paid-in HTC Equity (the "Priority Return"), payable annually, and (2) an annual tax distribution equal to any annual taxable income and gain allocated to the Investor times the highest marginal tax rate

applicable to corporations in that year (the "Special Tax Distribution"). The Special Tax Distribution will not be applicable to 50D Income. The Priority Return and Special Tax Distribution will be paid annually from available cash flow as provided in the MT Operating Agreement.

The "Put Period" starts on the first day of the 61st month after the Project's PIS date and ends six (6) months later; provided that the Put Period will not officially commence until Investor receives written notice from the Sponsor-affiliated purchaser counterparty (the "Purchaser") of the commencement of the Put Period. During the Put Period, Investor may require the Purchaser to purchase the Investor Member Interest for an amount (the "Put Price") equal to the lesser of: (i) the sum of: (1) 2.5% of its paid-in capital contribution plus (2) any accrued unpaid or past due amounts owed to Investor; and (ii) the fair market value of the Investor Member Interest as determined pursuant to the provisions of the Put Option Agreement (the "Put Option Agreement").

JPMC also requires that all Project lenders and ground lessors must sign a Subordination, Non Disturbance and Attornment ("SNDA") agreement in form and substance satisfactory to Investor, including, without limitation, the following provisions: (i) restricting the sale of the Project or any other "transfer" of the loan or the ownership of the Property to any tax-exempt entities during the HTC compliance period applicable to the Project, (ii) providing unconditional non-disturbance protections for the Master Lease; and (iii) granting Investor notice and cure rights with respect to loan defaults and other matters.

If at any time prior to the end of the HTC compliance period, Sponsor intends to seek permanent loan financing for the Project through any of the loan programs offered by either the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation (collectively "GSE Financing"), then Sponsor will give JPMorgan the first right to provide such GSE Financing by providing JPMorgan with a standard financing package including standard financial information and such other information reasonably requested by JPMorgan to fully underwrite the permanent loan financing and once Sponsor has submitted such package to JPMorgan then Sponsor shall not seek or accept GSE Financing from any other Person for sixty (60) days after the date of submission of such package; provided, however, that this right shall not constitute a commitment or obligation by JPMorgan to provide GSE Financing or any other type of financing. If (a) JPMorgan elects not to provide GSE Financing, or (b) Sponsor believes that JPMorgan's proposed pricing, terms, fees, processing and anticipated costs are not equal to, or better than, those then being offered by other lenders providing similar GSE Financing for comparable assets, then Sponsor shall be free to seek GSE Financing from such other lender.

JPMC intends to follow current HTC business standards and generally accepted HTC financing structures, including compliance with IRS Revised Rev. Proc. 2014-12.

Please understand that this letter is for discussion purposes only and does not represent a commitment by JPMorgan Chase Bank, N.A. to provide the financing. Such a commitment can only be made following internal credit approval, which has not been obtained at this time.

We look forward to continuing to work with you on this opportunity. Please call me (310-922-5732) should you have questions.

Very truly yours,



Timothy Karp
Managing Director
JPMorgan Chase Bank, N.A

May 13, 2026

Tim Pryor

Vice President, Acquisitions
The NHP Foundation
1401 H St, NW, Ste 1000
Washington, DC 20005

Dear Mr. Pryor,

Commonwealth Advisors Capital (Commonwealth Advisors) is pleased to present this letter of interest to the NHP Foundation for your upcoming renovation of the Danville House. We would like to spend some time with you to update our understanding of your preliminary needs, and hope that you are able to observe our willingness to listen, learn and work cooperatively to share and assist in your evaluation of potential state tax credit equity partners for this unique transaction.

Based on our initial discussions, you are proposing a Master Lease Structure for the Danville House renovation. We have extensive experience with Master Lease transactions and are confident we can provide significant value as your State Investor. For this project, we currently view our state credit pricing to be in the range of \$.87 per state credit, resulting in total estimated equity proceeds of approximately \$5,059,937.

Commonwealth Advisors is committed to revolutionizing the way in which a “traditional tax credit consulting firm” supports its development projects. More than simply meeting conventional financial and consulting needs, our team strives to provide critical guidance to optimize the success for projects similar to the Danville House renovation. Our twenty-plus years of experience in servicing a vast array of tax credit projects positions Commonwealth Advisors with a uniquely relevant base of knowledge. Our approach to this relationship will be year-round, staying current on your needs and providing advice through our responsive local service team consisting of tax and legal consultants.

Commonwealth Advisors aggressively seeks opportunities to work with relationships such as the NHP Foundation and we firmly believe that we can provide value to the Danville House project. We look forward to demonstrating our custom-thinking, solutions-oriented commitment to this project.

After considering our qualifications, should you have any further questions or need additional information, please do not hesitate to call me directly at (757) 532-7503.

Sincerely,



William T. Roach

Founder and Principal

FOR A COMMON *good*

Tab D:

Any Supporting Documentation related to List of
LIHTC Developments (Schedule A)

N/A

Tab E:

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

OPTION TO PURCHASE

This Option to Purchase (this "*Agreement*"), effective as of March 1, 2026 ("*Effective Date*"), is made by and between Danville House Owner, LLC, a Virginia limited liability company (the "*Optionor*"), and Danville House Redevelopment Owner, LLC, a Virginia limited liability company ("*Optionee*").

RECITALS

- A. Optionor is the owner of certain real property located in Danville, Virginia and described on the attached Exhibit A ("*Property*"), and wishes to grant Optionee an option to purchase the Property.
- B. Optionee wishes to accept the option to purchase the Property on the terms and conditions stated below.

Therefore, the parties agree as follows:

AGREEMENT

- I. **Grant of Option to Purchase.** In consideration of Optionor's receipt of \$10.00 from Optionee (which is hereby acknowledged), Optionor hereby grants to Optionee the exclusive right and option to purchase the Property (the "*Option*") at any time after the Effective Date, and continuing until 5:00 p.m. on February 1, 2028 (the "*Option Expiration Date*").
- II. **Purchase Price.** This Option shall not be recorded; however, a further agreement to be entered into between the Optionor and the Optionee, or a memorandum thereof, is expected to be executed by the Optionor and Optionee. All costs of transfer and such recordation will be borne by Optionee. The amount of the Purchase Price (as defined in the further agreement) will be equal to TWELVE MILLION TWO HUNDRED AND FIFTY THOUSAND AND NO/100 DOLLARS (\$12,250,000.00) payable upon execution of such agreement in cash or by promissory note bearing interest at the applicable federal rate.
- III. **Application of Consideration to Purchase Price.** If Optionee elects to purchase the Property under the terms and conditions of this Agreement, the consideration paid for the Option will not be applied to the purchase price.
- IV. **Exercise of Option.** Optionee may exercise the Option by giving Optionor written notice, signed by Optionee, on or before the Option Expiration Date.
- V. **Proof of Title.** Optionor will, at Optionee's expense, furnish Optionee a policy of title insurance, written by a title insurer acceptable to Optionee, insuring the title to the Property on terms acceptable to Optionee.
- VI. **Failure to Exercise Option.** If Optionee does not exercise the Option in accordance with its terms and before the Option Expiration Date, the Option and the rights of Optionee will automatically and immediately terminate without notice. In the event Optionee fails to exercise the Option, the Optionor will retain the sum paid as consideration for the Option.
- VII. **Notices.** All notices provided for in this Agreement will be deemed to have been duly given if and when deposited in the United States mail with proper and sufficient postage affixed, properly addressed to the party for whom intended at the party's address listed above, or when delivered personally to such party.

8. **Binding Effect.** This Agreement will be binding upon and inure only to the benefit of the parties to it.
9. **Marketing.** Optionor shall not market the Property or enter into any contract or option to sell the Property prior to the Option Expiration Date.
10. **Contingencies.** Optionee's exercise of the Option is contingent upon the following, without limitation: (a) the Optionee determining the feasibility of the Property and the Improvements for development, (b) the Optionee obtaining financing for the development of the Property and the Improvements, including an allocation of tax credits from the Virginia Housing Development Authority, and (c) determinations satisfactory to the Optionee that the Property and Optionee's development plan meet all applicable governmental requirements, including without limitation any review and approvals that may be required pursuant to the National Environmental Policy Act ("**NEPA**") and related requirements under 24 CFR Parts 50 or 58, if applicable.

[signature pages follow]

[signature page to Option to Purchase]

OPTIONEE:

DANVILLE HOUSE OWNER, LLC

a Virginia limited liability company

By: The NHP Foundation
a District of Columbia not-for-profit corporation
its sole member and manager

By: 
Name: Mansur Abdul-Malik
Title: Senior Vice President/Development

[signature pages continue on next page]

[signature page to Option to Purchase]

OPTIONOR:

DANVILLE HOUSE REDEVELOPMENT OWNER, LLC
a Virginia limited liability company

By: The NHP Foundation
a District of Columbia not-for-profit corporation
its sole member and manager

By: 
Name: Mansur Abdul-Malik
Title: Senior Vice President/Development

Exhibit A to Option to Purchase

Parcel I

FRONTING 78.50 feet on the northern margin of Main Street, designated as "Hotel Danville" on Plat of Survey for Hotel Danville Company, dated March 10, 1982, last Revised July 19, 1982, made by E. L. Wilmarth, to be recorded in the Clerk's Office of the Circuit Court of Danville, Virginia, said parcel more particularly described as follows: BEGINNING at a point in the northern margin of Main Street at the intersection of the northern margin of Main Street with the western margin of Floyd Street as shown on the aforementioned plat of survey; thence along the northern margin of Main Street, S. 49° 20' 24" W. 78.50 feet to a point; thence leaving the northern margin of Main Street, N. 40° 34' 30" W. 208.07 feet to a point; thence N. 53° 03' 05" E. 43.44 feet to a point; thence S. 38° 10' 15" E. 11.96 feet to a point; thence N. 52° 46' 10" E. 67.49 feet to a point; thence N. 74° 08' 27" E. 52.99 feet to a point in the western margin of Floyd Street; thence along the western margin of Floyd Street S. 15° 20' 55" E. 89.71 feet to a point; thence S. 14° 45' 16" E. 95.57 feet to a point at the intersection of the western margin of Floyd Street with the northern margin of Main Street and the point and place of beginning; and being, in fact the same property conveyed by deed to Hugh T. Clements, Trustee, from Clements & Parker, Incorporated, by deed dated February 9, 1978, recorded in the aforesaid Clerk's Office in Deed Book 594, at Page 142.

Parcel II

FRONTING 63 feet on the northern margin of Main Street, designated as "Lester Bldg." on Plat of Survey for Hotel Danville Company, dated March 10, 1982, last Revised July 19, 1982, made by E. L. Wilmarth, to be recorded in the Clerk's Office of the Circuit Court of Danville, Virginia, such parcel more particularly described in accordance with said plat as follows: Beginning at a point in the northern margin of Main Street at the front common corner of the property herein described and property designated as "Elks Lodge No. 227" on the aforementioned map; thence leaving the northern margin of Main Street N. 10° 21' 27" W. 150 feet to a point in the southern margin of a 10-foot public alley; thence along the southern margin of the 10-foot public alley N. 79° 25' 33" E. 63 feet to a point; thence leaving the southern margin of the alley S. 10° 21' 27" E. 150 feet to a point in the northern margin of Main Street, thence along the northern margin of Main Street S. 79° 25' 33" W. 63 feet to the point and place of beginning; and being, in fact, the same property conveyed to Lester Realty Corporation, a Virginia corporation, from Nathan Lester and Lorraine K. Lester, his wife, by deed dated July 1, 1975, recorded in the Clerk's Office of the Circuit Court of Danville, Virginia, in Deed Book 547, at page 406.



Danville MapInsights

Summary

Parcel ID: 21008

Address: 600 MAIN ST

Value Information

Land Value: \$84,800

Land Use Value: \$0

Improvement: \$4,951,600

Total: \$5,036,400

Owner Information

Owner Name: DANVILLE HOUSE
OWNER LLC

Owner Address: N/A

Mail-To: DANVILLE HOUSE
OWNER LLC

Mailing Address: NEW YORK, NY
10168

Additional Information

State Code: 3131 MultiFam
4+units 1 Bldg

Land Use: Residential

Tax Map: 2713038000002000

Legal Description: 78.5 FT MAIN
ST

Zone: CBC Central Business
District

Land Information

Flood Zones: N/A

Approx. Acres: 0.0

Enterprise Zones: N/A

Historic Districts: N/A

Elementary School District:
Park Avenue

Middle School District:
Westwood

Building

Year Built: 1927

Condition: N/A

Story Height: N/A

Finished Square Feet: 125360.0

Basement Square Feet: 0.0

Finished Basement Sq. Ft.: 0.0

Improvements

Building #	Improvements	Size
N/A	N/A	N/A

Land

Land Code: Com Apt Land 1000

Rate: \$1,000

Acres/Units: 0.0

Adj. Rate: \$1,000

Sq. Ft: 0.0

Base Value: \$0

Front: N/A

Adj. Amount: \$0

Effective Front: 0.0

Value: \$84,800

Depth: 0.0

Transfers

Deed	Page	Sale Date	Sale Price	Previous Owner	Owner
D 663	30	09/30/1982	\$0	N/A	N/A
D 24	3217	09/13/2024	\$11,950,000	HKN DANVILLE HOUSE LLC	DANVILLE HOUSE OWNER LLC
D 15	3154	09/08/2015	\$0	HOTEL DANVILLE COMPANY	HKN DANVILLE HOUSE LLC

Assessments

Year	Land	Use	Improvements	Total
08/28/2025	\$84,800	\$0	\$4,951,600	\$5,036,400
09/19/2024	\$84,800	\$0	\$4,951,600	\$5,036,400
08/31/2023	\$84,800	\$0	\$4,399,700	\$4,484,500
09/19/2022	\$84,800	\$0	\$4,395,000	\$4,479,800
08/28/2021	\$84,800	\$0	\$4,358,900	\$4,443,700
09/27/2020	\$84,800	\$0	\$4,358,900	\$4,443,700
08/30/2019	\$84,800	\$0	\$4,239,100	\$4,323,900
09/24/2018	\$84,800	\$0	\$4,239,100	\$4,323,900
08/31/2017	\$84,800	\$0	\$4,210,200	\$4,295,000
09/25/2016	\$84,800	\$0	\$4,210,200	\$4,295,000
08/31/2015	\$84,800	\$0	\$4,375,600	\$4,460,400
09/18/2014	\$84,800	\$0	\$4,375,600	\$4,460,400
08/30/2013	\$84,800	\$0	\$4,383,800	\$4,468,600
10/20/2012	\$84,800	\$0	\$4,383,800	\$4,468,600
09/27/2010	\$84,800	\$0	\$4,443,600	\$4,528,400
08/07/2010	\$84,800	\$0	\$4,443,600	\$4,528,400
09/29/2008	\$84,800	\$0	\$4,482,400	\$4,567,200
08/09/2008	\$84,800	\$0	\$4,482,400	\$4,567,200
09/25/2006	\$84,800	\$0	\$4,071,100	\$4,155,900
08/05/2006	\$84,800	\$0	\$4,071,100	\$4,155,900
08/07/2005	\$84,800	\$0	\$3,563,500	\$3,648,300
08/01/2004	\$84,800	\$0	\$3,563,500	\$3,648,300
09/23/2002	\$48,000	\$0	\$3,503,600	\$3,551,600
08/03/2002	\$48,000	\$0	\$3,503,600	\$3,551,600
10/26/2000	\$60,000	\$0	\$3,137,100	\$3,197,100
10/22/2000	\$60,000	\$0	\$3,137,100	\$3,197,100

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Tab F:

RESNET Rater Certification (MANDATORY)



Appendix F

RESNET Rater Certification of Development Plans

I certify that the development's plans and specifications incorporate all items for the required baseline energy performance as indicated in Virginia's Qualified Allocation Plan (QAP).

If the plans and specifications do not include requirements to meet the QAP baseline energy performance, those requirements still must be met, even though the application is accepted for credits.

***Please note that this may make the Application 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, the applicant will obtain and provide EnergyStar Certification to Virginia Housing.
- ☒ **Rehabilitation** – 30% performance increase over existing, based on HERS index.
Or, it must provide evidence of a HERS Index of 80 or lower. The rater understands that before IRS Form 8609 is issued, the rater must provide Virginia Housing with energy performance certification.
- ☐ **Adaptive Reuse** – Must provide evidence of a HERS index of 95 or lower. The rater understands that before IRS Form 8609 is issued, the rater must provide Virginia Housing with energy performance certification.

Additional Optional Certification

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

- ☐ **Earthcraft Certification** - The development's design meets the criteria to obtain Earthcraft Multifamily program gold certification or higher.
- ☐ **LEED Certification** - The development's design meets the criteria for the U.S. Green Building Council LEED green building certification.
- ☐ **National Green Building Standard (NGBS)** - The development's design meets the criteria for meeting the NGBS Silver or higher standards to obtain certification
- ☒ **Enterprise Green Communities**—The development's design meets the requirements stated in the Enterprise Green Communities Criteria for this development's construction type to obtain certification.

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

	Scott Atkinson	
RESNET Rater Signature	Printed Name	Date
Building Performance Solutions, LLC	John Hensley	
RESNET Provider Agency	Provider Contact Name	
	johnh@bpsconsultant.com	(877) 831-5061
Contact Signature	Email	Phone

Danville House
Development Name

Home Energy Rating Certificate

Projected Report

Based on Plans

Rating Date:

Registry ID:

Ekotrope ID: LXEQYpbd

HERS® Index Score:

70

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*

\$838

*Relative to an average U.S. home

Home:

600 Main Street
Danville, VA 24541

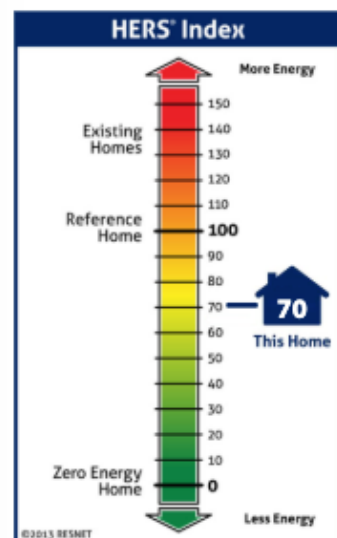
Builder:

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	6.2	\$256
Cooling	2.9	\$122
Hot Water	5.1	\$213
Lights/Appliances	10.5	\$439
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
Total:	24.8	\$1,121

BETA

This home meets or exceeds the criteria of the following:



Home Feature Summary:

Home Type:	Apartment, end unit
Model:	1 bedroom
Community:	N/A
Conditioned Floor Area:	911 ft ²
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 12 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 20 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.92 UEF
House Tightness:	6 ACH50 (Adjusted Infiltration: 12.91 ACH50)
Ventilation:	None
Duct Leakage to Outside:	15 CFM25 / 100 ft ²
Above Grade Walls:	R-23
Ceiling:	Sealed Attic (Beta), R-33
Window Type:	U-Value: 0.38, SHGC: 0.36
Foundation Walls:	N/A
Framed Floor:	R-11

Rating Completed by:

Energy Rater: Scott Atkinson

RESNET ID: 0075796

Rating Company: Sustainable Building Partners, LLC

2701 Prosperity Avenue, Suite 100

17039702890

Rating Provider: Building Performance Solutions

1934 Old Gallows Road Ste 350 Vienna VA 22182

877-831-5061



Scott Atkinson, Certified Energy Rater

Date: 8/22/25 at 11:28 AM



Ekotrope RATER - Version:5.1.0.3695

The Energy Rating Disclosure for this home is available from the Approved Rating Provider.

This report does not constitute any warranty or guarantee.

Y	M	N			
0	10	23	Integrative Design	Possible Points:	33

M		1.1	Project Priority Survey	Req
M		1.2	Charrettes and Coordination Meetings	Req
M		1.3	Documentation	Req
M		1.4	Construction Management	Req
		1.5	Design for Health & Well-Being: Health Action Plan	15
	10	1.6	Resilient Communities: Multi-Hazard Risk / Vulnerability Assessment	10
		1.7	Resilient Communities: Strengthening Cultural Resilience	8

Y	M	N			
13	0	53	Location + Neighborhood Fabric	Possible Points:	66

M		2.1	Sensitive Site Selection	Req
M		2.2	Connected to Existing Development and Infrastructure	Req
M		2.3	Compact Development	Req
7		2.4	Increased Compact Development	7
M		2.5	Proximity to Services	Req
M		2.6	Preservation of and Access to Open Space (Rural/Tribal/Small Town)	Req
		2.7	Preservation of and Access to Open Space	6
M		2.8a	Access to Public Transportation	Req
		2.8b	Access to Public Transportation	8
		2.9	Improving Connectivity to the Community	8
		2.10	Passive Solar Heating / Cooling	5
6		2.11	Adaptive Reuse of Building	6
		2.12	Access to Fresh, Local Foods	6
		2.13	Advanced Certification: Site Planning, Design and Management	8
		2.14	Local Economic Development and Community Wealth Creation	6
M		2.15a	Access to Broadband: Broadband Ready	Req
		2.15b	Access to Broadband: Connectivity	6

Y	M	N			
0	0	16	Site Improvements	Possible Points:	16

M		3.1	Environmental Remediation	Req
M		3.2	Minimization of Disturbance during Staging and Construction	Req
M		3.3	Ecosystem Services/Landscape	Req
M		3.4	Surface Stormwater Management	Req
		3.5	Surface Stormwater Management	10
M		3.6	Efficient Irrigation and Water Reuse	Req
		3.7	Efficient Irrigation and Water Reuse	6

Y	M	N			
0	2	34	Water Conservation	Possible Points:	36

M		4.1	Water-Conserving Fixtures	Req
	2	4.2	Advanced Water Conservation	6
M		4.3	Water Quality	Req
		4.3	Water Quality	8
		4.4	Monitoring Water Consumption and Leaks	4
		4.5	Efficient Plumbing Layout and Design	4
		4.6	Non-Potable Water Reuse	6
		4.7	Access to Potable Water During Emergencies	8

Y	M	N			
21	0	80	Operating Energy	Possible Points:	101

M		5.1b	Building Performance Standard	Req
6		5.2a	Moving to Zero Energy: Additional Reductions in Energy Use	12
		5.2b	Moving to Zero Energy: Near Zero Certification	15
		5.3a	Moving to Zero Energy: Photovoltaic/Solar Hot Water Ready	6
		5.3b	Moving to Zero Energy: Renewable Energy	8
		5.4	Achieving Zero Energy	24
		5.5a	Moving to Zero Carbon: All Electric Ready	5
15		5.5b	Moving to Zero Carbon: All Electric	15
M		5.6	Sizing of Heating and Cooling Equipment	Req
M		5.7	ENERGY STAR Appliances	Req
M		5.8	Lighting	Req
		5.9	Resilient Energy Systems: Floodproofing	8
		5.10	Resilient Energy Systems: Critical Loads	8

Y	M	N			
0	7	53	Materials	Possible Points:	60

	2	6	6.1	Ingredient Transparency for Material Health	8
		3	6.2	Recycled Content and Ingredient Transparency	3
	3	5	6.3	Chemical Hazard Optimization	8
M			6.4a	Healthier Material Selection	Req
		15	6.4b	Recycled Content Material	15
	2	10	6.5	Environmentally Responsible Material Selection	12
M			6.6	Bath, Kitchen, Laundry Surfaces	Req
		4	6.7	Regional Materials	4
M			6.8	Managing Moisture: Foundations	Req
M			6.9	Managing Moisture: Roofing and Wall Systems	Req
M			6.10	Construction Waste Management	Req
		8	6.10	Construction Waste Management	8
		2	6.11	Recycling Storage	2

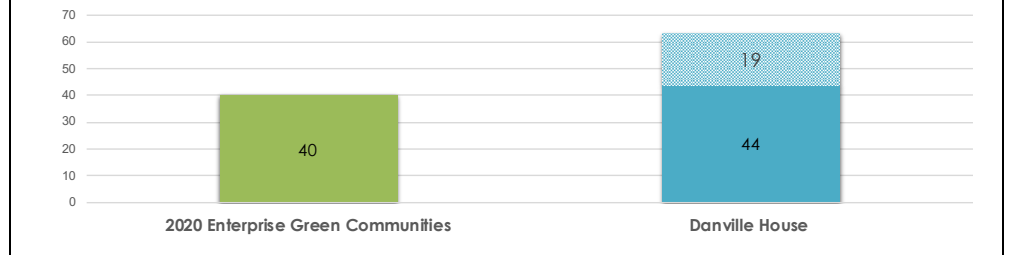
Y	M	N			
10	0	39	Health Living Environment	Possible Points:	57

M		7.1	Radon Mitigation	Req	
M		7.2	Reduce Lead Hazards for Pre-1978 Buildings	Req	
M		7.3	Combustion Equipment	Req	
M		7.4	Garage Isolation	Req	
M		7.5	Integrated Pest Management	Req	
M		7.6	Smoke-Free Policy	Req	
10		7.6	Smoke-Free Policy	10	
M		7.7	Ventilation	Req	
		12	7.7	Ventilation	12
M		7.8	Dehumidification	Req	
		5	7.8	Dehumidification	5
		3	7.9	Construction Pollution Management	3
		3	7.10	Noise Reduction	3
M		7.11	Active Design: Promoting Physical Activity	8	
		8	7.12	Beyond ADA: Universal Design	8
		8	7.13	Healing-Centered Design	8

Y	M	N			
0	0	0	Operations, Maintenance + Resident Engagement	Possible Points:	0

M		8.1	Building Operations & Maintenance (O&M) Manual and Plan	Req
M		8.2	Emergency Management Manual	Req
M		8.3	Resident Manual	Req
M		8.4	Walk-Through and Orientations to Property Operation	Req
M		8.5	Energy and Water Data Collection and Monitoring	Req

Y	M	N			
44	19	298	Need 35 Point Minimum (Recommend 3 Point Buffer)		





Project Name: Danville Apartments
Address: 600 Main St, Danville VA 24541

Preliminary EGC Checklist - 2020

M = MANDATORY
= OPTIONAL POINTS

CRITERIA CHECKLIST

This checklist provides an overview of the technical requirements within the Enterprise Green Communities Criteria.

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

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

1. INTEGRATIVE DESIGN

☒ YES ☐ NO ☐ MAYBE

M

1.1 Integrative Design: Project Priorities Survey

Complete the Project Priorities Survey, which can be found in the *Appendix*.

☒ YES ☐ NO ☐ MAYBE

M

1.2 Integrative Design: Charrettes and Coordination Meetings

Develop an integrative design process that moves the outputs of the Project Priorities Survey into action through a series of collaborative meetings. Prioritize multi-benefit strategies. Assign responsibility within your design and development teams for accountability.

☒ YES ☐ NO ☐ MAYBE

M

1.3 Integrative Design: Documentation

Include Enterprise Green Communities Criteria information in your contract documents and construction specifications (Division 1 Section 01 81 13 Sustainable Design Requirements) as necessary for the construction team to understand the requirements and how they will be verified. Ensure, and indicate, that the drawings and specifications have been generated to be compliant and meet the certification goals.

☒ YES ☐ NO ☐ MAYBE

M

1.4 Integrative Design: Construction Management

Create, implement, and document your contractor/subcontractor education plan to ensure that all persons working on-site fully understand their role in achieving the project objectives. Include a summary of the Project Priorities Survey (Criterion 1.1), the sustainability goals, and anticipated roles of each party in regards to the performance expected of the project. Attach and reference this training plan to Division 1 Section 01 81 13 Sustainable Design Requirements. Include timeline estimates for performance testing and verification schedules in the overall construction schedule. As relevant, review requirements for Criteria 8.1, 8.2, and 8.3, and begin populating these documents with relevant information from design and construction.

☐ YES ☒ NO ☐ MAYBE

12 or 15

1.5 Design for Health and Well-Being: Health Action Plan

Follow Steps 1–6 of the Health Action Plan framework per the full criterion. *[12 points with extra 3 points for Step 7]* This includes: 1) Commit to embedding health into the project lifecycle; 2) Partner with a project health professional; 3) Collect and analyze community health data; 4) Engage with community stakeholders to prioritize health data and strategies; 5) Identify strategies to address those health issues; 6) Create an implementation plan; and 7) Create a monitoring plan.



M = MANDATORY
= OPTIONAL POINTS

☐ YES ☐ NO ☒ MAYBE	10	INTEGRATIVE DESIGN <i>(continued)</i> 1.6 Resilient Communities: Multi-Hazard/Vulnerability Assessment Conduct a four-part assessment (social, physical, functional, strategy) to identify critical risk factors of your property and implement at least two sets of strategies to enable the project to adapt to, and mitigate, climate related or seismic risks. See full criterion for more guidance.
☐ YES ☒ NO ☐ MAYBE	8	1.7 Resilient Communities: Strengthening Cultural Resilience Integrate community and resident participation in the development processes so that the built environment honors cultural identities, resident voices, and community histories. Option 1: Complete a Cultural Resilience Assessment OR Option 2: Convene a Cultural Advisory Group
	0 Points	SUBTOTAL OPTIONAL POINTS

2. LOCATION + NEIGHBORHOOD FABRIC

☒ YES ☐ NO ☐ MAYBE	M	2.1 Sensitive Site Protection All projects must: 1. Protect floodplain functions (e.g., storage, habitat, water quality) by limiting new development within the 100-year floodplain of all types of watercourses. 2. Conserve and protect aquatic ecosystems, including wetlands and deepwater habitats, that provide critical ecosystem functions for fish, other wildlife, and people. 3. Protect ecosystem function by avoiding the development of areas that contain habitat for plant and animal species identified as threatened or endangered. 4. Conserve the most productive agricultural soils by protecting prime farmland, unique farmland, and farmland of statewide or local importance. If your site contains any of these ecologically sensitive features, follow the specific Requirements under that subheading.
☒ YES ☐ NO ☐ MAYBE	M	2.2 Connections to Existing Development and Infrastructure <i>(Mandatory for New Construction projects that do not qualify as Rural/Tribal/Small Town)</i> Locate the project on a site with access to existing roads, water, sewers, and other infrastructure and within or contiguous to (having at least 25% of the perimeter bordering) existing development. Connect the project to the existing pedestrian network. For sites over 5 acres, provide connections to the adjacent street network at least every 800 feet. Tie all planned bike paths to existing bike paths.
☒ YES ☐ NO ☐ MAYBE	M	2.3 Compact Development <i>(Mandatory for New Construction)</i> At a minimum, build to the residential density (dwelling units/acre) of the census block group where the project is located. In Rural/Tribal/Small Town locations that do not have zoning requirements: Build to a minimum net density of 5 units per acre for single-family houses; 10 units per acre for multifamily buildings, single and two-story; and 15 units per acre for multifamily buildings greater than two-stories.



M = MANDATORY
= OPTIONAL POINTS

☒ YES ☐ NO ☐ MAYBE	5 or 7	2.4 Compact Development Exceed the residential density (dwelling units/acre) of the census block group in which your project is located. Exceed by 2x for [5 points]; exceed by 3x for [7 points]. In Rural/Tribal/Small Towns that do not have zoning requirements, build to a minimum net density of 7.5 units per acre for single-family houses; 12 units per acre for multifamily buildings, single and two-story; and 20 units per acre for multifamily buildings greater than two stories. [5 points]
Anticipate earning 7 points ☒ YES ☐ NO ☐ MAYBE	M	2.5 Proximity to Services and Community Resources (Mandatory for New Construction) Locate the project within a 0.5-mile walk distance of at least four, or a 1-mile walk distance of at least seven, of the listed services. For projects that qualify as Rural/Tribal/Small Town, locate the project within 5 miles of at least four of the listed services.
☐ YES ☒ NO ☐ MAYBE	M	2.6 Preservation of and Access to Open Space for Rural/Tribal/Small Town (Mandatory for New Construction Rural/Tribal/Small Town) Option 1: Locate the project within a 0.25-mile walk distance of dedicated public open space that is a minimum of 0.75 acres; at least 80% of which unpaved. OR Option 2: Set aside a minimum of 10% (minimum of 0.25 acres) of the total project acreage as open and accessible to all residents; at least 80% of which unpaved.
N/A - Project is not located in an Rural/Tribal/Small Town		
☐ YES ☒ NO ☐ MAYBE	6 max	2.7 Preservation of and Access to Open Space Option 1: Locate the project within a 0.25-mile walk distance of dedicated open space that is a minimum of 0.75 acres; at least 80% of which unpaved. OR Option 2: Set aside a percentage of permanent open space for use by all residents; at least 80% of which unpaved. 20% [2 points]; 35% [4 points]; 45% + written statement of preservation/conservation policy [6 points].
☐ YES ☒ NO ☐ MAYBE	M 2 2, 6, 8 6	2.8 Access to Transit (Mandatory for New Construction projects that do not qualify as Rural/Tribal/Small Town; Optional for all other project types) Mandatory: New Construction, not Rural/Tribal/Small Town Locate projects within a 0.5-mile walk distance of transit services (bus, rail and/or ferry), constituting at least 45 or more transit rides per weekday, with some type of weekend service. Optional: New Construction, not Rural/Tribal/Small Town Locate the project along dedicated bike trails or lanes (Class I, II, or IV) that lead to high-quality transit services (100 trips per day) within 3 miles. [2 points] Optional: Rehabilitation, not Rural/Tribal/Small Town Locate projects within a 0.5-mile walk distance of public transit services (bus, rail and/or ferry), constituting at least 45 or more transit rides per weekday, with some type of weekend service. [6 points] Locate the project along dedicated bike trails or lanes (Class I, II, or IV) that lead to high-quality transit services (100 trips per day) within 3 miles. [2 points] Optional: New Construction and Rehabilitation, Rural/Tribal/Small Town Locate the project within 0.5 mile walk distance of public transit services with at least 45 rides per weekday and some weekend service. OR, Install at least two charging stations for electric vehicles. OR, Locate the project with 5 miles of one of the following transit options: 1) vehicle share program; 2) dial-a-ride program; 3) employer vanpool; 4) park-and-ride; 5) public/private regional transportation.



M = MANDATORY
= OPTIONAL POINTS

LOCATION + NEIGHBORHOOD FABRIC <i>(continued)</i>		
☐ YES ☐ NO ☒ MAYBE	2-8	2.9 Improving Connectivity to the Community Improve access to community amenities through at least one of the options incentivizing biking mobility or improving access to transit.
☐ YES ☒ NO ☐ MAYBE	5 max	2.10 Passive Solar Heating/Cooling Design and build with passive solar design, orientation, and shading that meet the guidelines specified.
☒ YES ☐ NO ☐ MAYBE	6	2.11 Adaptive Reuse of Buildings Rehabilitate and adapt an existing structure that was not previously used as housing. Design the project to adapt, renovate, or reuse at least 50% of the existing structure and envelope.
☐ YES ☒ NO ☐ MAYBE	6	2.12 Access to Fresh, Local Foods Provide residents and staff with access to fresh, local foods through one of the following options: Option 1: Neighborhood Farms and Gardens Option 2: Community-Supported Agriculture Option 3: Proximity to Farmers Market
☐ YES ☒ NO ☐ MAYBE	8	2.13 Advanced Certification: Site Planning, Design, and Management Locate building(s) within a community that is certified in LEED for Neighborhood Development, LEED for Cities and Communities, Living Community Challenge, or SITES.
☐ YES ☒ NO ☐ MAYBE	6 max	2.14 Local Economic Development and Community Wealth Creation Demonstrate that local preference for construction employment and subcontractor hiring was part of your bidding process, and how it functioned during construction. OR Demonstrate that you achieved at least 20% local employment. OR Provide physical space for small business, nonprofits, and/or skills and workforce education.
☐ YES ☒ NO ☐ MAYBE	M	2.15a Access to Broadband: Broadband Ready <i>(Mandatory for New Construction and Substantial Rehab Projects in Rural/Tribal/Small Town Locations)</i> Incorporate broadband infrastructure so that when broadband service comes to a community, the property can be easily connected. Include a network of mini-ducts or conduit throughout the building, extending from the expected communications access point to each network termination point in the building.
☐ YES ☒ NO ☐ MAYBE	6	2.15b Access to Broadband: Connectivity Ensure all units and common spaces in the property have broadband internet access with at least a speed of 25/3 mbs.
13 Points		SUBTOTAL OPTIONAL POINTS



M = MANDATORY
= OPTIONAL POINTS

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



M = MANDATORY
= OPTIONAL POINTS

4. WATER		
☒ YES ☐ NO ☐ MAYBE	M	4.1 Water-Conserving Fixtures Reduce total indoor water consumption by at least 20% compared to baseline indoor water consumption chart. Any new toilet, showerhead, and/or lavatory faucet must be WaterSense certified. For all single-family homes and all dwelling units in buildings three stories or fewer, the supply pressure may not exceed 60 psi.
☐ YES ☐ NO ☒ MAYBE	6 max	4.2 Advanced Water Conservation Reduce total indoor water consumption by at least 30% compared to baseline indoor water consumption chart. Any new toilet, showerhead, and/or lavatory faucet must be WaterSense certified.
☒ YES ☐ NO ☐ MAYBE	M, 3 M 8	4.3 Water Quality Mandatory/Optional: Mandatory for Substantial Rehabs of buildings built before 1986; Optional for all other building types: Replace lead service lines <i>[3 points]</i> Mandatory: For multifamily buildings with either a cooling tower, a centralized hot water system, or 10+ stories: Develop a Legionella water management program Optional: Test and remediate as indicated for lead, nitrates, arsenic, and coliform bacteria
☐ YES ☒ NO ☐ MAYBE	4	4.4 Monitoring Water Consumption and Leaks Conduct pressure-loss tests and visual inspections to determine if there are leaks; fix leaks. AND Install an advanced water monitoring and leak detection system capable of identifying and shutting water off during anomalous water events. OR Install a device to separately monitor water consumption of each cold branch off the apartment line riser for each dwelling unit or each cold water riser and the domestic hot water cold water feed for each building or each toilet that allows remote monitor readings; common laundry facilities; boiler makeup water; outdoor water consumption; and water consumption in any non-residential space.
☐ YES ☒ NO ☐ MAYBE	4	4.5 Efficient Plumbing Layout and Design Store no more than 0.5 gallon of water in any piping/manifold between the fixture and the water heating source or recirculation line. No more than 0.6 gallon of water shall be collected from the fixture before a 10-degree Fahrenheit rise in temperature is observed. Recirculation systems must be demand-initiated.
☐ YES ☒ NO ☐ MAYBE	6 max	4.6 Non-Potable Water Reuse Harvest, treat, and reuse rainwater and/or greywater to meet a portion of the project's non-potable water needs: 10% reuse <i>[3 points]</i> ; 20% reuse <i>[4 points]</i> ; 30% reuse <i>[5 points]</i> ; 40% reuse <i>[6 points]</i> .
☐ YES ☒ NO ☐ MAYBE	8	4.7 Access to Potable Water During Emergencies Provide residents with ready access to potable water in the event of an emergency that disrupts normal access to potable water, including disruptions related to power outages that prevent pumping water to upper floors of multifamily buildings or pumping of water from on-site wells, per one of the three options listed.
0 Points		
SUBTOTAL OPTIONAL POINTS		



M = MANDATORY
= OPTIONAL POINTS

5. OPERATING ENERGY		
☐ YES ☒ NO ☐ MAYBE	M	5.1a Building Performance Standard <i>(Mandatory for New Construction)</i> Certify all buildings with residential units in the project through either ENERGY STAR Multifamily New Construction, ENERGY STAR Manufactured Homes, and/or ENERGY STAR Certified Homes as relevant. AND Provide projected operating energy use intensity and projected operating building emissions intensity.
☒ YES ☐ NO ☐ MAYBE	M	5.1b Building Performance Standard <i>(Mandatory for Rehab)</i> Provide projected operating energy use intensity and projected operating building emissions intensity. AND Conduct commissioning for compartmentalization, insulation installation, and HVAC systems as indicated. AND one of the following options: • ERI Option: ≤HERS 80 for each dwelling unit. Exception for some Rehabs built before 1980. • ASHRAE Option: Energy performance of the completed building equivalent to, or better than, ASHRAE 90.1-2013 using an energy model created by a qualified energy services provider according to Appendix G 90.1-2016.
☒ YES ☐ NO ☐ MAYBE	12 max	5.2a Moving to Zero Energy: Additional Reductions in Energy Use <i>(Not available for projects using prescriptive path for Criterion 5.1a or for projects following Criterion 5.2b or 5.4.)</i> Projects in CZ 1-4A following this criterion must also comply with Criterion 7.8. Design and construct a building that is projected to be more efficient than what is required by Criteria 5.1a/b. Achieve HERS score of 5 lower than required by 5.1a/b if following ERI path for compliance OR 5% greater efficiency than required if following ASHRAE path for 5.1a/b compliance <i>[5 points]</i> . Additional 1 point for each additional 2-point decrease in HERS score required by Criteria 5.1a/b if following ERI path for compliance OR for 1% greater efficiency if following ASHRAE path for Criteria 5.1a/b, up to a maximum of 12 optional points. Anticipating earning 6 points since project is targeting HERS 70
☐ YES ☒ NO ☐ MAYBE	12-15	5.2b Moving to Zero Energy: Near Zero Certification <i>[Mandatory for Enterprise Green Communities Certification Plus]</i> <i>(Not available for projects following Criterion 5.2a or 5.4.)</i> Projects in CZ 1-4A following this criterion must also comply with Criterion 7.8. Certify the project in a program that requires advanced levels of building envelope performance such as DOE ZERH <i>[12 points]</i> and/or PHI Classic or PHIUS+ <i>[15 points]</i> .
☐ YES ☒ NO ☐ MAYBE	3-6	5.3a Moving to Zero Energy: Photovoltaic/Solar Hot Water Ready <i>(Not available for projects following Criterion 5.3b or 5.4.)</i> Orient, design, engineer, wire, and/or plumb the development through the Photovoltaic Ready pathway or Solar Hot Water Ready Pathway to accommodate installation of photovoltaic (PV) or solar hot water system in the future.



M = MANDATORY
= OPTIONAL POINTS

☐ YES ☒ NO ☐ MAYBE	8 max	OPERATING ENERGY <i>(continued)</i> 5.3b Moving to Zero Energy: Renewable Energy <i>(Not available for projects following Criterion 5.3a or 5.4)</i> Install renewable energy source to provide a specified percentage of the project's estimated source energy demand. See full criterion for allowable sources. Option 1: For percentage of total project energy consumption provided by renewable energy. OR Option 2: For percentage of common area meter energy consumption provided by renewable energy.
☐ YES ☒ NO ☐ MAYBE	24	5.4 Achieving Zero Energy <i>[Automatic Qualification for Enterprise Green Communities Certification Plus]</i> <i>(Not available for projects following Criterion 5.2a, 5.2b, 5.3a, or 5.3b.)</i> Projects in CZ 1-4A following this criterion must also comply with Criterion 7.8. Achieve Zero Energy performance through one of the following options: Option 1: Certify each building in the project to DOE Zero Energy Ready Home program or PHI Plus AND Either install renewables and/or procure renewable energy, which in sum will produce as much, or more, energy in a given year than the project is modeled to consume. OR Option 2: Certify each building in the project in a program that requires zero energy performance such as PHIUS+ Source Zero, PHI Plus, PHI Premium, ILFI's Zero Energy Petal, Zero Carbon Petal, or Living Building Certification.
☐ YES ☒ NO ☐ MAYBE	5 max	5.5a Moving to Zero Carbon: All-Electric Ready <i>(Not available for projects following Criterion 5.5b)</i> Ensure the project has adequate electric service and has been designed and wired to allow for a seamless switch to electricity as a fuel source in the future for the following uses: space heating <i>[1 point]</i>, space cooling <i>[1 point]</i>, water heating (DHW) <i>[1 point]</i>, clothes dryers <i>[1 point]</i>, equipment for cooking <i>[1 point]</i>.
☒ YES ☐ NO ☐ MAYBE	15	5.5b Moving to Zero Carbon: All Electric <i>(Not available for projects following Criterion 5.5a)</i> No combustion equipment used as part of the building project; the project is all-electric.
☒ YES ☐ NO ☐ MAYBE	M	5.6 Sizing of Heating and Cooling Equipment <i>(Mandatory for Substantial and Moderate Rehabs that include replacement of heating and cooling equipment. Not relevant for projects following 5.1a, 5.2b, or 5.4.)</i> Size and select heating and cooling equipment in accordance with ACCA manuals J and S OR in accordance with the ASHRAE Handbook of Fundamentals
☒ YES ☐ NO ☐ MAYBE	M	5.7 ENERGY STAR Appliances <i>(Mandatory for Substantial and Moderate Rehabs providing appliances. Not relevant for projects following 5.1a, 5.2b, or 5.4.)</i> Install ENERGY STAR clothes washers, dishwashers, and refrigerators. If appliances will not be installed or replaced at this time, specify that at the time of installation or replacement, ENERGY STAR models must be used via Criterion 8.1 and Criterion 8.4.
☒ YES ☐ NO ☐ MAYBE	M	5.8 Lighting <i>(Mandatory for all lighting within New Construction and Substantial Rehab projects. Mandatory for new lighting in Moderate Rehab projects.)</i> Follow the guidance for high-efficacy permanently installed lighting and other characteristics for recessed light fixtures, lighting controls, lighting power density, and exterior lighting.



M = MANDATORY
= OPTIONAL POINTS

☐ YES ☒ NO ☐ MAYBE	8	5.9 Resilient Energy Systems: Floodproofing <i>(Not relevant for Rehab projects in Special Flood Hazard Areas)</i> Conduct floodproofing of lower floors, including perimeter floodproofing (barriers/shields). Design and install building systems as specified by the full criterion so that the operation of those systems will not be grossly affected in case of a flood.
☐ YES ☒ NO ☐ MAYBE	8	5.10 Resilient Energy Systems: Critical Loads Provide emergency power to serve at least three critical energy loads as described by the full criterion. Option 1: Islandable PV system OR Option 2: Efficient generator
21 Points		
SUBTOTAL OPTIONAL POINTS		
6. MATERIALS		
☐ YES ☐ NO ☒ MAYBE	8 max	6.1 Ingredient Transparency for Material Health Install products that have publicly disclosed inventories characterized and screened to 1,000 ppm or better: 1 point per 5 installed Declare or HPD products from at least three different product categories 1 point per 2 installed Declare or HPD products in any of these categories: adhesives, sealants, windows 1 point per each product with third-party verified HPD or third party verified Declare label 2 points per each product with third-party verified HPD or third party verified Declare label in any of these categories: adhesives, sealants, windows
☐ YES ☒ NO ☐ MAYBE	3 max	6.2 Recycled Content and Ingredient Transparency Use building products that feature, and disclose, their recycled content. The building product must make up 75% by weight or cost of a project category for the project and be composed of at least 25% post-consumer recycled content.
☐ YES ☒ NO ☐ MAYBE	8 max	6.3 Chemical Hazard Optimization Install products that have third-party verification of optimization to 100 ppm or better per the options listed within the full criterion.
☒ YES ☐ NO ☐ MAYBE	M 15 max	6.4 Healthier Material Selection Select all interior paints, coatings, primers, and wallpaper; interior adhesives and sealants; flooring; insulation; and composite wood as specified. Optional points also available.
☐ YES ☐ NO ☒ MAYBE	12 max	6.5 Environmentally Responsible Material Selection Select concrete, steel, or insulation with a publicly disclosed EPD [3 points], Install a green or cool roof [3 points], use reflective paving [3 points], and/or use FSC certified wood [3 points]. Refer to criterion for specifics.



M = MANDATORY
= OPTIONAL POINTS

☒ YES ☐ NO ☐ MAYBE	M	MATERIALS <i>(continued)</i> 6.6 Bath, Kitchen, Laundry Surfaces <i>(Mandatory for New Construction and Substantial Rehab. Moderate Rehabs that do not include work in the shower and tub areas are exempt from the shower and tub enclosure requirement.)</i> Use materials that have durable, cleanable surfaces throughout bathrooms, kitchens, and laundry rooms. Use moisture-resistant backing materials per ASTM # D 6329 or 3273 behind tub/shower enclosures, apart from one-piece fiberglass enclosures which are exempt.
☐ YES ☒ NO ☐ MAYBE	4 max	6.7 Regional Materials Use products that were extracted, processed, and manufactured within 500 miles of the project for a minimum of 90%, based on weight or on cost, of the amount of the product category installed. Select any or all of these options (every two compliant materials can qualify for 1 point): • Framing • Cladding (e.g. siding, masonry, roofing) • Flooring • Concrete/cement and aggregate • Drywall/interior sheathing
☒ YES ☐ NO ☐ MAYBE	M	6.8 Managing Moisture: Foundations <i>(Mandatory for all New Construction projects and all Rehab projects with either basement and/or crawl space foundations)</i> Install capillary breaks and vapor retarders that meet specified criteria appropriate for the foundation type.
☒ YES ☐ NO ☐ MAYBE	M	6.9 Managing Moisture: Roofing and Wall Systems <i>(Mandatory for all Rehab projects that include deficiencies in or include replacing particular assemblies called out below. New Construction projects are considered compliant per Criterion 5.1.)</i> Provide water drainage away from walls, window, and roofs by implementing the list of techniques.
☒ YES ☐ NO ☐ MAYBE	M 6 max	6.10 Construction Waste Management Develop and implement a waste management plan that reduces non-hazardous construction and demolition waste through recycling, salvaging, or diversion strategies through one of the three options. Achieve optional points by going above and beyond the requirement.
☐ YES ☒ NO ☐ MAYBE	2	6.11 Recycling Storage For projects with municipal recycling infrastructure and/or haulers, provide separate bins for the collection of trash and recycling for each dwelling unit and all shared community rooms. OR For projects without that infrastructure, advocate to the local waste hauler or municipality for regular collection of recyclables.
0 Points		SUBTOTAL OPTIONAL POINTS



M = MANDATORY
= OPTIONAL POINTS

7. HEALTHY LIVING ENVIRONMENT		
☒ YES ☐ NO ☐ MAYBE	M	7.1 Radon Mitigation <i>(Mandatory for New Construction and Substantial Rehab)</i> For New Construction in EPA Zone 1 areas, install passive radon-resistant features below the slab and a vertical vent pipe with junction box within 10 feet of an electrical outlet in case an active system should prove necessary in the future. For Substantial Rehab projects in EPA Zone 1, test before and after the retrofit and mitigate per the specified protocols.
☒ YES ☐ NO ☐ MAYBE	M	7.2 Reduce Lead Hazards in Pre-1978 Buildings <i>(Mandatory for Substantial Rehab of Buildings Constructed Before 1978)</i> Conduct lead risk assessment or inspection to identify lead hazards. Control identified lead hazards using lead abatement or interim controls, using lead-safe work practices that minimize and contain dust.
☒ YES ☐ NO ☐ MAYBE	M	7.3 Combustion Equipment For New Construction and Rehab projects: Specify power-vented or direct-vent equipment when installing any new combustion appliance for space or water heating that will be located within the conditioned space. If there are any combustion appliances within the conditioned space, install one hard-wired carbon monoxide (CO) alarm with battery backup function for each sleeping zone, placed per National Fire Protection Association (NFPA) 72. For Rehabs: If there is any combustion equipment located within the conditioned space for space or water heating that is not power-vented or direct-vent and that is not scheduled for replacement, conduct combustion safety testing prior to and after the retrofit; remediate as indicated.
☒ YES ☐ NO ☐ MAYBE	M	7.4 Garage Isolation - Provide a continuous air barrier between the conditioned space and any garage space to prevent the migration of any contaminants into the living space. Visually inspect common walls and ceilings between attached garages and living spaces to ensure that they are air-sealed before insulation is installed. - Do not install ductwork or air handling equipment for the conditioned space in a garage. - Fix all connecting doors between conditioned space and garage with gaskets or make airtight. - Install one hard-wired CO alarm with battery backup function for each sleeping zone of the project, placed per NFPA 72 unless the garage is mechanically ventilated or an open parking structure.
☒ YES ☐ NO ☐ MAYBE	M	7.5 Integrated Pest Management Seal all wall, floor, and joint penetrations with low-VOC caulking or other appropriate nontoxic sealing methods to prevent pest entry.
☒ YES ☐ NO ☐ MAYBE	M	7.6 Smoke-Free Policy <i>(Mandatory and Optional)</i> Mandatory: Implement and enforce a smoke-free policy in all common area and within a 25-foot perimeter around the exterior of all residential buildings. Lease language must prohibit smoking in these locations and provide a graduated enforcement policy. Make the smoke-free policy readily available. Optional: Expand the policy above to include all indoor spaces in the property.
	10	



M = MANDATORY
= OPTIONAL POINTS

		HEALTHY LIVING ENVIRONMENT (continued)
☐ YES ☐ NO ☒ MAYBE	M 12 max	7.7 Ventilation (<i>Mandatory for New Construction and Substantial Rehab; Optional for Moderate Rehab</i>) For each dwelling unit in full accordance with ASHRAE 62.2-2010, install: • A local mechanical exhaust system in each bathroom [3 points if Moderate Rehab] • A local mechanical exhaust system in each kitchen [3 points if Moderate Rehab] • A whole-house mechanical ventilation system [3 points if Moderate Rehab] Verify these flow rates are either within +/- 15 CFM or +/- 15% of design value. For each multifamily building of four or more stories, in full accordance with ASHRAE 62.1-2010, install: • A mechanical ventilation system for all hallways and common spaces [3 points if Moderate Rehab] For all project types, in addition to the above requirements: • All systems and ductwork must be installed per manufacturer's recommendations • All bathroom fans must be ENERGY STAR-labeled and wired for adequate run-time. • If using central ventilation systems with rooftop fans, each fan must be direct-drive and variable-speed with speed controller mounted near the fan. Fans with design CFM 300-2000 must also have an ECM motor.
Project to meet all mandatory requirements		
☒ YES ☐ NO ☐ MAYBE	M or 5	7.8 Dehumidification (<i>Mandatory for properties in Climate Zones 1A, 2A, 3A, and 4A following Criterion 5.2a, 5.2b, or 5.4. Optional for all other properties.</i>) Option 1: Design, select, and install supplemental dehumidification equipment to keep relative humidity <60%. OR Option 2: Equip all dwelling units with dedicated space, drain, and electrical hook-ups for permanent supplemental dehumidification systems to be installed if needed and install interior RH monitoring equipment as described.
☐ YES ☒ NO ☐ MAYBE	3	7.9 Construction Pollution Management Option 1: Earn the EPA Indoor airPlus label OR Option 2: In all dwelling units, seal all heating, cooling, and ventilation return and supply floor ducts and returns throughout construction to prevent construction debris from entering. Flush all dwelling units after completion of construction and prior to occupancy for either 48 hours or with at least 14,000 ft³ per ft² of floor area, then replace all air handling equipment filters.
☐ YES ☒ NO ☐ MAYBE	3	7.10 Noise Reduction Option 1: Test and demonstrate that noise levels in bedrooms meet 30 dB LAeq (continuous) and 45 dB LMax, (single sound). OR Option 2: Provide a noise abatement plan specific to the site covering general noise mitigation techniques in accordance with 24 CFR 51B. OR Option 3: Ensure all exterior wall and party wall penetrations are sealed with acoustical sealant, all party walls and floor/ceiling assemblies have an STC rating of at least 55, and exterior windows and doors in projects near a significant exterior noise source have an STC rating of at least 35.



M = MANDATORY
= OPTIONAL POINTS

☒ YES ☐ NO ☐ MAYBE

8

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

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

OR

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

☐ YES ☒ NO ☐ MAYBE

8

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

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

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

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

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

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

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

☐ YES ☒ NO ☐ MAYBE

8

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

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

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

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

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

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

10 Points

SUBTOTAL OPTIONAL POINTS



M = MANDATORY

= OPTIONAL POINTS

8. OPERATIONS, MAINTENANCE, AND RESIDENT ENGAGEMENT		
☒ YES ☐ NO ☐ MAYBE	M	8.1 Building Operations & Maintenance Manual and Plan <i>(For all Multifamily projects)</i> Develop a manual with thorough building operations and maintenance (O&M) guidance and a complementary plan. The manual and plan should be developed over the course of the project design, development, and construction stages, and should include sections/chapters addressing the list of topics.
☒ YES ☐ NO ☐ MAYBE	M	8.2 Emergency Management Manual <i>(For all Multifamily projects)</i> Provide a manual on emergency operations targeted toward operations and maintenance staff and other building-level personnel. The manual should address responses to various types of emergencies, leading with those that have the greatest probability of negatively affecting the project. The manual should provide guidance as to how to sustain the delivery of adequate housing throughout an emergency and cover a range of topics, including but not limited to: • communication plans for staff and residents • useful contact information for public utility and other service providers • infrastructure and building “shutdown” procedures • plan for regular testing of backup energy systems, if these exist
☒ YES ☐ NO ☐ MAYBE	M	8.3 Resident Manual Provide a guide for homeowners and renters that explains the intent, benefits, use, and maintenance of their home’s green features and practices. The Resident Manual should encourage green and healthy activities per the list of topics.
☒ YES ☐ NO ☐ MAYBE	M	8.4 Walk-Throughs and Orientations to Property Operation Provide a comprehensive walk-through and orientation for all residents, property manager(s), and buildings operations staff.
☒ YES ☐ NO ☐ MAYBE	M	8.5 Energy and Water Data Collection and Monitoring For rental properties, upload project energy and water performance data in an online utility benchmarking platform annually for at least five years from time of construction completion per one of the four methods provided; grant Enterprise view access for that period. For owner-occupied units, collect and monitor utility data in a manner that allows for easy access and review.
0		SUBTOTAL OPTIONAL POINTS
44 Points		TOTAL OPTIONAL POINTS

Tab G:

Zoning Certification Letter (MANDATORY)

Zoning Certification

DATE: February 23, 2026

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

RE: ZONING CERTIFICATION

Name of Development: Danville House
Name of Owner/Applicant: The NHP Foundation
Name of Seller/Current Owner: Danville House Owner, 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 to confirm proper zoning for the site of the Development. It is understood that this letter will be used by the Virginia Housing Development Authority solely to determine whether the Development qualifies for points available under VHDA's Qualified Allocation Plan for housing tax credit.

DEVELOPMENT DESCRIPTION:

Development Address: 600 Main Street, Danville, VA 24541

This is a rehabilitation of 106 low income units. This LIHTC/HTC redevelopment will update an apartment building that was once a theater and hotel, circa 1927.

As I understand it, the rehabilitation will include new kitchens, baths, and energy efficient features.

Leal Description:

See Attached

Proposed Improvements:

Construction

New Construction:	# Units	<u> </u>	# Buildings	<u> </u>	Total Floor Area	<u> </u>
Adaptive Reuse	# Units	<u> </u>	# Buildings	<u> </u>	Total Floor Area	<u> </u>
Rehabilitation:	# Units	<u>106</u>	# Buildings	<u>1</u>	Total Floor Area	<u>125,637</u>

Zoning Certification, cont'd

Current Zoning: RD, River District allowing a density of n/a units per acre, and the following other applicable conditions: _____

Other Descriptive Information:

A formal submission for the proposed work, cited above, has not been received or reviewed.

LOCAL CERTIFICATION:

Check one of the following a 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 approved for non-conforming use. To the best of my knowledge, there are no zoning violations outstanding on this property, and no further zoning approvals and/or special use permits are required.

Renee Burton

Signature

Renee Burton

Printed Name

Division Director of Planning

Title of Local Official or Civil Engineer

434-799-5260

Phone

02-23-2026

Date

NOTES TO LOCALITY:

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

Exhibit A

LEGAL DESCRIPTION OF THE PROPERTYParcel I

FRONTING 78.50 feet on the northern margin of Main Street, designated as "Hotel Danville" on Plat of Survey for Hotel Danville Company, dated March 10, 1982, last Revised July 19, 1982, made by E. L. Wilmarth, to be recorded in the Clerk's Office of the Circuit Court of Danville, Virginia, said parcel more particularly described as follows: BEGINNING at a point in the northern margin of Main Street at the intersection of the northern margin of Main Street with the western margin of Floyd Street as shown on the aforementioned plat of survey; thence along the northern margin of Main Street, S. 49° 20' 24" W. 78.50 feet to a point; thence leaving the northern margin of Main Street, N. 40° 34' 30" W. 208.07 feet to a point; thence N. 53° 03' 05" E. 43.44 feet to a point; thence S. 38° 10' 15" E. 11.96 feet to a point; thence N. 52° 46' 10" E. 67.49 feet to a point; thence N. 74° 08' 27" E. 52.99 feet to a point in the western margin of Floyd Street; thence along the western margin of Floyd Street S. 15° 20' 55" E. 89.71 feet to a point; thence S. 14° 45' 16" E. 95.57 feet to a point at the intersection of the western margin of Floyd Street with the northern margin of Main Street and the point and place of beginning; and being, in fact the same property conveyed by deed to Hugh T. Clements, Trustee, from Clements & Parker, Incorporated, by deed dated February 9, 1978, recorded in the aforesaid Clerk's Office in Deed Book 594, at Page 142.

Parcel II

FRONTING 63 feet on the northern margin of Main Street, designated as "Lester Bldg." on Plat of Survey for Hotel Danville Company, dated March 10, 1982, last Revised July 19, 1982, made by E. L. Wilmarth, to be recorded in the Clerk's Office of the Circuit Court of Danville, Virginia, such parcel more particularly described in accordance with said plat as follows: Beginning at a point in the northern margin of Main Street at the front common corner of the property herein described and property designated as "Elks Lodge No. 227" on the aforementioned map; thence leaving the northern margin of Main Street N. 10° 21' 27" W. 150 feet to a point in the southern margin of a 10-foot public alley; thence along the southern margin of the 10-foot public alley N. 79° 25' 33" E. 63 feet to a point; thence leaving the southern margin of the alley S. 10° 21' 27" E. 150 feet to a point in the northern margin of Main Street, thence along the northern margin of Main Street S. 79° 25' 33" W. 63 feet to the point and place of beginning; and being, in fact, the same property conveyed to Lester Realty Corporation, a Virginia corporation, from Nathan Lester and Lorraine K. Lester, his wife, by deed dated July 1, 1975, recorded in the Clerk's Office of the Circuit Court of Danville, Virginia, in Deed Book 547, at page 406.

Tab H:

Attorney's Opinion (MANDATORY)

[Different first page setting changed from off in original to on in modified.]

(Add) **Rein Hornig LLP**
COUNSELORS AT LAW

[101 Arch Street](#)
[Suite 1101](#)
[Boston, MA 02110](#)
[T 617.224.0600](#)
[F 617.224.0601](#)

[1325 G Street NW](#)
[Suite 770](#)
[Washington, DC 20005](#)
[T 202.926.3400](#)
[F 202.926.3401](#)

May 15, 2026

Attorney's Opinion Letter – TAX EXEMPT VERSION

(This Form Must Be Included with Application)

~~This Opinion Must Be Submitted Under Law Firm's Letterhead – Any changes to the form of opinion other than filing in blanks or making the appropriate selections in bracketed language must be accompanied by a black-lined version indicating all additional changes to the opinion. Altered opinions will still be subject to acceptance by the Authority.~~

Date _____

To Virginia Housing
601 South Belvidere Street
Richmond, Virginia 23220

RERe: 20252026 4% Tax Credit Reservation Request (30% present value credits to be paired with tax-exempt bonds)

Name of Development: Danville House

~~Name of Development~~ Name of Owner: Danville House Redevelopment Owner, LLC

Dear Virginia Housing:

This undersigned firm represents the above-referenced Owner as its counsel. It has received a copy of and has reviewed the completed application package dated May 15, 2026 (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:

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KH 1352282.2

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 the Hard Costs and Owners Costs section of the Application form, complies with all applicable requirements of the Code and Regulations.

~~2. [Select One]~~

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

OR

~~Assuming that you designate the buildings in the Development as being in a difficult development area pursuant to Code Section 42(d)(5)(B)(v), the calculations (a) of the Maximum Allowable Credit available under the Code with respect to the Development and (b) of the Estimated Qualified Basis of each building in the Development comply with all applicable requirements of the Code and regulations, including the selection of credit type implicit in such calculations.~~

~~3. [Select One]~~

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

OR

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

4. The site of the captioned Development is controlled by the Owner, as identified in the Site Control section of the Application.
5. Based solely upon my review of (i) the Applicant's [operating agreement / partnership agreement]; (ii) any certifications, resolutions, or consents provided to me by the Applicant; and (iii) such operating agreements, partnership agreements, bylaws, or other organizational documents of the Applicant's Principals which I deemed necessary to issue this Opinion (none of which are attached to this Opinion), the individuals identified on the list attached as Exhibit A are duly authorized to execute documents on behalf of the Applicant, to the best of my knowledge and belief.
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.

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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 in 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 the placement in service of each building of the Development, 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.

[Different first page setting changed from off in original to on in modified.]

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.

KLEIN HORNIG

~~Firm Name~~—

By: _____

~~Its~~—

Mark Stokely, Partner

~~Title~~

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EXHIBIT A
TO
ATTORNEY'S OPINION LETTER

Based solely upon my review of (i) the Applicant's ~~operating agreement~~ ~~—/partnership agreement~~; (ii) any certifications, resolutions, or consents provided to me by the Applicant; and (iii) such operating agreements, partnership agreements, bylaws, or other organizational documents of the Applicant's Principals which I deemed necessary to issue this Opinion (*none of which are attached to this Opinion or included within this Exhibit*), the individuals identified below are duly authorized to execute documents on behalf of the Applicant, to the best of my knowledge and belief.

	NAME	TITLE
1	Mansur Abdul-Malik	Senior Vice President/Development of the NHP Foundation, the sole member of Applicant
2	Eric W. Price	Chief Executive Officer of the NHP Foundation
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Summary report: Litera Compare for Word 11.9.1.1 Document comparison done on 5/15/2026 9:24:57 AM	
Style name: Default Style	
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Original DMS: iw://kleinhornig.cloudimanager.com/KHDOCS/1352282/1	
Modified DMS: iw://kleinhornig.cloudimanager.com/KHDOCS/1352282/2	
Changes:	
<u>Add</u>	23
~~Delete~~	28
~~Move From~~	0
<u>Move To</u>	0
<u>Table Insert</u>	0
~~Table Delete~~	0
<u>Table moves to</u>	0
~~Table moves from~~	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	51

Klein Hornig LLP
COUNSELORS AT LAW

May 15, 2026

Virginia Housing
601 South Belvidere Street
Richmond, Virginia 23220

Re: 2026 4% Tax Credit Reservation Request (30% present value credits to be paired with tax-exempt bonds)

Name of Development: Danville House

Name of Owner: Danville House Redevelopment Owner, LLC

Dear Virginia Housing:

This undersigned firm represents the above-referenced Owner as its counsel. It has received a copy of and has reviewed the completed application package dated May 15, 2026 (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 the 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 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.
4. The site of the captioned Development is controlled by the Owner, as identified in the Site Control section of the Application.
5. Based solely upon my review of (i) the Applicant's [operating agreement / partnership agreement]; (ii) any certifications, resolutions, or consents provided to me by the Applicant; and (iii) such operating agreements, partnership agreements, bylaws, or other organizational documents of the Applicant's Principals which I deemed necessary to issue this Opinion (none of which are attached to this Opinion), the individuals identified on the list attached as Exhibit A are duly authorized to execute documents on behalf of the Applicant, to the best of my knowledge and belief.
6. The type of the nonprofit organization involved in the Development is an organization described in Code Section 501(c)(3) or 501(c)(4) and exempt from taxation under Code Section 501(a), whose purposes include the fostering of low-income housing.
7. The nonprofit organizations' ownership interest in the development is as described in the Nonprofit Involvement section of the Application form.
8. It is more likely than not that the representations made in the Rehab Information section of the Application form as to the Development's compliance with or exception to the Code's minimum expenditure requirements for rehabilitation projects are correct.
9. After reasonable investigation, the undersigned has no reason to believe that the representations made under the Rehab Information (Ten-Year Rule) section of the Application form as to the Development's compliance with or eligibility for exception to the ten-year "look-back rule" requirement of Code §42(d)(2)(B) are not correct.

Finally, the undersigned is of the opinion that, if all information and representations contained in the Application and all current law were to remain unchanged, upon the placement in service of each building of the Development, 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.

KLEIN HORNIG

By: 
Mark Stokely, Partner

EXHIBIT A
TO
ATTORNEY'S OPINION LETTER

Based solely upon my review of (i) the Applicant's operating agreement; (ii) any certifications, resolutions, or consents provided to me by the Applicant; and (iii) such operating agreements, partnership agreements, bylaws, or other organizational documents of the Applicant's Principals which I deemed necessary to issue this Opinion (*none of which are attached to this Opinion or included within this Exhibit*), the individuals identified below are duly authorized to execute documents on behalf of the Applicant, to the best of my knowledge and belief.

	NAME	TITLE
1	Mansur Abdul-Malik	Senior Vice President/Development of the NHP Foundation, the sole member of Applicant
2	Eric W. Price	Chief Executive Officer of the NHP Foundation
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Tab I:

Nonprofit Questionnaire (MANDATORY for points or pool)

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

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

Nonprofit Questionnaire

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

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

1. General Information

- a. Name of development Danville House
- b. Name of owner/applicant Danville House Redevelopment Owner, LLC/The NHP Foundation
- c. Name of nonprofit entity The NHP Foundation
- d. Address of principal place of business of nonprofit entity
122 East 42nd St, Suite 4900
New York, NY 10168
- Indicate funding sources and amount used to pay for office space
Funding sources for office space is derived from cash flow from NHPF properties and paid
developer fee. We spent \$1,226,677 on corporate office leases in 2025.
- 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) 1/30/1989
Evidenced by the following documentation NHPF Articles of Incorporation
- _____
- _____
- _____
- g. Date of IRS 501(c)(3) or 501(c)(4) determination letter (must be prior to application deadline and copy must be attached) November 13, 1990 (per Submission Checklist, determination letter not attached)
- h. Describe exempt purposes (must include the fostering of low-income housing in its articles of incorporation) To Acquire, maintain, manage, operate and preserve existing and new low-income housing projects. To provide aid to low-income families, combat community deterioration, lessen neighborhood tensions, eliminate prejudice and reduce the burden of government by providing housing for low income families (Art III)
- i. Expected life (in years) of nonprofit Perpetual (see Article II of Articles of Incorporation)
- _____

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

Build, preserve, and maintain affordable housing

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.)? 57

How many part time, paid staff members? 0

Describe the duties of all staff members:

The Acquisition/Development team acquires and develops affordable and workforce housing. Asset

Management oversees third party property managers. Construction Management oversees construction. NHPF administrative staff oversees NHPF accounting duties. We also have a media relations staff person and legal support staff. Resident Services is done through our affiliate, Operation Pathways.

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?

NHPF does not have a formal volunteer program at the corporate level.

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.

The NHP Foundation is funded from cash flow from operations of NHP properties, developer fees and

property dispositions. All NHPF properties are owned by Special Purpose Entities (SPE's) with NHPF as the controlling Managing Member of the general partner and the SPE which owns the property. Since most

NHPF properties undergo LIHTC redevelopment, ownership includes a 99.99% Limited Partner LIHTC investor.

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

2. Nonprofit Formation

- a. Explain in detail the genesis of the formation of the nonprofit: The original National Housing Partnership was chartered by Congress after the urban riots during the Johnson Administration. When tax laws changed in 1986, The NHP Foundation was created as a nonprofit and assumed ownership of a number of properties from the original NHP to begin its operations.
- 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: NHPF has always been a 501c3 that has never been associated with or controlled by a for-profit entity or local housing authority at the corporate level. We have had joint ventures with for-profit companies and local housing authorities at the project level, which is addressed in other questions below.
- 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
- _____

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.) NHPF is not a subsidiary of any other related nonprofit. Staff members of NHPF are typically appointed to the boards of the entities that we control for the ownership of the properties that we own. Operation Pathways, Inc., our affiliated resident services provider, has some shared directors and staff.

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. NHPF controls all of its nonprofits specifically to own, develop and operate our properties pursuant to NHPF's mission of providing affordable housing and, in the case of Operation Pathways, to provide resident services to our residents. Operation Pathways was formed and received 501c3 status on January 9, 2015.

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 NHPF is the nonprofit controlling interest in the managing member, owning at least 50% of the ownership interest in the managing member.

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?

NHPF owns 100% of the ownership interest in the applicant pursuant to section IV of the applicant's current operating agreement. At closing, interest in the owner entity will be transferred 98.99% to the LIHTC Investor, 1% to an HTC Master Tenant and .01% to the MM. NHPF will own at least 50% of the MM. (see 3.f).

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

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?
See next written response below in this section

☐ 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:
Applicant will provide NHPF a ROFR on the terms and conditions to be set forth in the operating agreement of applicant to be entered into at closing in connection with the admittance of the LIHTC investor.

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:

As the controlling interest in the Managing Member, The NHP Foundation is directing predevelopment and will direct construction, financing, and asset management of the property.

(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):

As the controlling interest in the Managing Member, The NHP Foundation is directing predevelopment and will direct operation and management of the development.

(iii) Will the nonprofit invest in its overall interaction with the development more than 500 hours annually to this venture? ☐ YES ☒ NO If yes, subdivide the annual hours by activity and staff responsible and explain in detail :

The NHPF will have spent at least 500 hours on this project in predevelopment. It may spend up to 500 hours annually during construction. It isn't likely to spend 500 hours annually after the project is stabilized and converts to permanent debt.

- 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?

Danville House was sold on the open market in 2024. The NHP Foundation bought the property with the intent to provide a substantial renovation using LIHTC and Historic Tax Credits. We identified the property as one of the few resources for very low income seniors in the Danville area, and recognized that, after 40 years since its last renovation, needed new building systems to operate efficiently into the future.

- 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:

The NHP Foundation will own 50%+ of the property's managing member. A TBD disaffiliated entity will own less than 25% of the managing member. KRREnterprises, the VOSB owner, will own 25% of the MM.

- 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.

NHPF's managing member partners will be advisory and NHPF will make all major decisions, subject to the Operating Agreements agreed upon by NHPF and limited partners.

- 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.

For profit entities will provide limited development advisory services. This will be restricted to specific questions posed by The NHP Foundation and the review of some financial and legal documents. Ultimately, The NHP Foundation will make, and be responsible for, all decisions.

- (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?

The NHP Foundation, as nonprofit, solicited specific services from for-profit organizations. None of these services were proposed at the initiative of for-profit companies.

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.

NHPF, the nonprofit, will pay the VOSB joint venture partner approximately \$80,000. The payment will come out of The NHP Foundation's developer fee.

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.

The NHP Foundation expects to pay its VOSB partner pari passu of the cash fee payments upon receipt of those 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:

We expect our for profit consultants to be compensated by direct payment for their services, not builder's profit, AE fees, or cash flow.

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:

- 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:

The VOSB JV partner is someone the Danville House development project manager attended graduate school with and is respected for his understanding of real estate project management, design and construction issues.

- 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.

Operation Pathways, an affiliate of The NHP Foundation, does and will continue to provide resident services at Danville House

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:

The nonprofit serves a geographic area including the mid-Atlantic, New England, Florida, Texas, Colorado and the midwest. It serves primarily low-income families and others who live in affordable housing. That area includes Virginia

- 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:

Danville House is The NHP Foundation's first property owned in Danville, Virginia, or south central Virginia generally. Assuming we can redevelop this property, we expect to hold it for the long term.

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:

We have not raised money from financial sources in Danville. We have met and discussed this project with city staff, including the director of housing. We have also met with a local branch of a financial institution to discuss the project.

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

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

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

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

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

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

☐ YES ☒ NO

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

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

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

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

☐ YES ☒ NO If yes, explain:

n. Has the nonprofit ever applied for Low Income Housing Tax Credits for a development in which it acted as a joint venture partner with a for-profit entity? ☒ YES ☐ NO

If yes, note each such application including: the development name and location, the date of application, the nonprofit's role and ownership status in the development, the name and principals of the joint venture partners, the name and principals of the general contractor, the name and principals of the management entity, the result of the application, and the current status of the development(s).

See attached in Tab I

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).

See attached in Tab I

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

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

☒ YES ☐ NO If yes, explain:

The NHP Foundation received an award for Virginia Housing Trust Funds for Danville House in January 2026

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:

An August 2023 PCNA said the property was in fair to good physical condition. It noted that designated units were not UFAS compliant. The renovation will make units UFAS compliant and double the number of UFAS NHPF has already, or will address, any of the other remaining critical repairs (est cost \$105k) at renovation.

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:

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 3/10/26

Owner/Applicant Danville House Redevelopment Owner, LLC

By  Mansur Abdul-Malik

Its Senior Vice President

Title

Date  Glynnia Christian, Board Chair, Board of Trustees 03/11/2026

The NHP Foundation

Nonprofit

By Glynnia Christian

Board Chairman

By  Eric Price

Executive Director

Nonprofit Questionnaire
NHPF Board

Name	Occupation	Joined Board	Residential Address
Glynna Christian	Senior Managing Director, Head of Technology & AI Law, TIAA	2018	Sent separately via e-mail
Cherie Santos-Wuest	Managing Partner, Celadon Venture Advisors, LLC	2013	Sent separately via e-mail
Robert Abrams	Founding Director, Cornell University Program in Real Estate; former President of Abrams Benisch Riker, Inc, a real estate management and leasing firm	2010	Sent separately via e-mail
Lisa Anastos	Founding Partner, TECHhood Ventures & Advisory	2024	Sent separately via e-mail
Ralph F Boyd, Jr.	Former President & CEO, SOME (So Others Might Eat)	2005	Sent separately via e-mail
Richard Burns	Former CEO, The NHP Foundation	2009	Sent separately via e-mail
Eric. W. Price	NHPF President, CEO & Trustee Ex-officio	2025	Sent separately via e-mail
Sarah E Feinberg	Past Interim President, NYC Metropolitan Transportation Authority; Founder of Feinberg Strategies, LLC	2020	Sent separately via e-mail
Sheldon Schreiber	Special Counsel to Lobel, Novins, Lamont, LLC	2016	Sent separately via e-mail
Jeffrey Scruggs	Managing Director and former Business Unit Leader, Public Sector and Infrastructure	2025	Sent separately via e-mail
Charu Singh	CEO and Founder, Just Value Inc. (using AI-powered analytics to eradicate undervaluing of homes in communities of color)	2021	Sent separately via e-mail
Adrianne Todman	CEO, National Rental Home Council and former Acting and Deputy Secretary of HUD	2025	Sent separately via e-mail
Grace Torres	Retired Senior VP at Prudential Investments	2021	Sent separately via e-mail
Adam Weers	Real Estate Investor	2020	Sent separately via e-mail

NHPF LIHTC Applications with JV Partners												
Property Name	City	ST	Date of Application	Nonprofit Role/ Ownership Status	MM JV Name	MM JV Principals	GC Name	GC Principals	Management Co Name	Management Co Principals	Application Result	Current Status
Bolton North (1)	Baltimore	MD	8/9/2017	50% owner of MM of 99.97% LP (Urban Atlantic was other 50% owner of that MM); sole member of GP (which was .01% owner of the owner entity)	Urban Atlantic	Vicki Davis, Lois Fried, Scott Nordheimer	Hamel Commercial Inc	Phil Gibbs	Atlantic Coast Management	Mary Sweeney	awarded	Operating as LIHTC property
2151 California Street, NW	Washington	DC	10/5/2023	MM controlling interest	Embolden Real Estate	Ronette Slamin	Whiting Turner	Kevin Seicke	Franklin Group	W Taylor Franklin	awarded	Predevelopment
17 Mississippi	Washington	DC	8/4/2021	Manager of Managing Member	17 Mississippi Legacy Member	R. Donahue Peebles III, Lloyd Groslags	Hamel Builders	Phil Gibbs	TM Associates	Matt Melnick	awarded	Operating as LIHTC property
Park Heights Senior	Baltimore	MD	April 2022	Sole Member and Manager of the GP	The Henson Development Company, Inc	Dana Henson, Dan Henson	Southway	Willie Moore	Habitat America	Frank Fadula	awarded	Operating as LIHTC property
Seabrook	Austin	TX	August 2023	Managing Member, 65% owner of Seabrook Developer, LLC	Capital A Housing, Inc	Fayez Kazi, Conor Kenny, Eyad Kasemi, Victoria Haggard	Camden Builders, Inc	Steve Hefner, Richard Campo, Alex Jessett	Orion Real Estate Services	Ricardo Rivas	awarded	Under construction
Sloan's Lake	Denver	CO	12/18/2023	Class A Special Member, Ground Lessor	Zocalo Community Development, LP	David Zucker	Zocalo Construction, LLC	David Zucker	ZCD, LP	David Zucker	awarded	Under Construction
The Strand Residences	Washington	DC	7/23/2019	Manager of Managing Member	The Warrenton Group	Warren Williams	WCS Construction, LLC	Scott Vossler	William C Smith & Co	John Ritz	awarded	Operating as LIHTC property
Westport	Baltimore	MD	11/10/2025	Manager of Managing Member	F7D	Jeff Ratnow	Plano Coudon	Brett Plano, Ryan Coudon	Winn	Mike Milko	awarded	Predevelopment

NHPF Sole GP/Managing Member

Development Name	Location	Application	Current Status
Alexander House	Hagerstown, MD	2023	Completed
Calvin Mowbray Park and Steven Camper Park	Cambridge, MD	2016	Completed
Exchange Place Tower	Waterbury, CT	2017	Completed
Forest Park	New Orleans, LA	1996	Completed
Hollybush Gardens	Glassboro, NJ	1996	Completed
Mark Twain Hotel	Chicago, IL	2018	Completed
Ship's Cove	Fall River, MA	2016	Completed
St Luke's Plaza	St. Louis, MO	2009	Completed
Walnut Square	New Orleans, LA	2007	Completed
Washington Dodd	Orange, NJ	2010	Completed
Blue Mountain	Boston, MA	2023	Completed
Bayview Towers	Stamford, CT	2012	Completed
Benning Heights	Washington, DC	2017	Completed
Berry Manor	Chicago, IL	2022	Completed
Cleme Manor	Houston, TX	2016	Completed
Hollander Ridge	Baltimore, MD	2023	Completed
Overlook Manor Townhouses	Frederick, MD	2021	Completed
Victoria Gardens	Spartanburg, SC	2021	Completed
Cardinal Ridge	Kansas City, MO	2022	Pre-development
Maxwell House	Augusta, GA	2021	Pre-development
Elm Gardens	Washington D.C.	2027	Pre-development
2151 California Street, NW	Washington D.C.	2026	Pre-development
Falls Church	Falls Church, VA	NA	Development
Curtis Cofield II Estates	New Haven, CT	2024	Completed
Residences at Pine Knoll (Formerly Princess Anne Townhouses)	Princess Anne, MD	2020	Completed
Hotel Covent	Chicago, IL	2022	Completed
Harvest Homes	Chicago, IL	2017	Completed
Harvest Homes II	Chicago, IL	2026	Pre-development
New Center City	Newark, NJ	2024	Completed
New Irving Turner	Newark, NJ	2024	Completed
101 W Main	Frisco, CO	2025	Under Construction

Tab J:

Relocation Plan and Unit Delivery Schedule
(MANDATORY-Rehab)

Danville House

Temporary Relocation Plan
March 10, 2026

Prepared for The NHP Foundation

Prepared by HousingToHome



HousingToHome (HTH) | www.housingtohome.com | 617-804-0154

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I. DEFINITIONS

1. ADA Unit - Units compliant under the Americans with Disabilities Act (ADA).
2. Affected Residents - All households living at Danville House as of the date that the General Information Notice is sent.
3. Agency - Owner of Danville House, The NHP Foundation, undertaking the project.
4. HousingToHome (HTH) - A highly experienced national firm that specializes in relocation, resident engagement, community building, and consulting services. HTH provides services for affordable and mixed-income owners undertaking a renovation or redevelopment project. HTH wrote the Danville House Relocation Plan.
5. Danville House - A 106 apartment home community for elderly, handicapped or disabled individuals made affordable through the Federal Section 8 program located at 600 Main St, Danville, VA, 24541.
6. Low Income Housing Tax Credit (LIHTC) - The federal government's main program aimed at promoting private sector investment in the development and preservation of affordable rental housing for low-income households.
7. Rehabilitation - The act or process of expanding, remodeling, altering or renovating apartments and common areas within a housing development.
8. Relocation Manager - Representative of the on-site Team whose specific task is to relocate each resident as a result of the rehabilitation of Danville House as well as monitor and coordinate relocation activity and implement the relocation plan to ensure compliance with applicable relocation regulations, guidelines and laws.
9. Relocation Unit - An on-site decent, safe and sanitary vacant apartment that will house residents who must relocate temporarily or an on-site renovated vacant apartment that will house residents who transfer there permanently.
10. Section 104(d) - Section 104(d) refers to a section of a Federal law called the "Housing and Community Development Act of 1974," as amended. Section 104(d) applies to the demolition or conversion of lower-income dwelling units in connection with a CDBG- or HOME-assisted activity.
11. Section 8 of the Housing Act of 1937, the Housing Choice Voucher Program (HCV) (Section 8) - A federal program that provides rental assistance to low-income families, elderly individuals, people with disabilities, and veterans in the private market. Administered locally by Public Housing Agencies (PHAs) and funded by the U.S. Department of Housing and Urban Development (HUD), it helps participants afford safe housing by paying a portion of the rent directly to a private landlord on behalf of the tenant.
12. Temporary Relocation - Is when residents must relocate on-site or off-site to a comparable decent, safe and sanitary unit for less than one year or transfer permanently to a comparable unit on-site.
13. The United States Department of Housing and Urban Development (HUD) - The Federal agency responsible for national policy and programs that address America's housing needs, that improve and develop the Nation's communities, and enforce fair housing laws. HUD's business is helping create a decent home and suitable living environment for all Americans, and it has given America's communities a strong national voice at the Cabinet level.

14. The Uniform Federal Accessibility Standards (UFAS) - a series of rules that establish the minimum elements required to comply with federal accessibility standards for handicapped individuals
15. Uniform Relocation Act (URA) - A federal law that establishes minimum standards for federally funded programs and projects that require the acquisition of real property (real estate) or displaced persons from their homes, businesses, or farms. The URA's protections and assistance apply to the acquisition, rehabilitation, or demolition of real property for federal or federally funded projects.
16. Virginia Department of Housing and Community Development (DHCD) - A department of the Commonwealth of Virginia committed to creating safe, affordable and prosperous communities to live, work and do business in Virginia.

II. INTRODUCTION

The NHP Foundation (NHPF) is a leader in affordable housing innovation, expanding opportunities and ensuring residents and communities thrive. NHPF is a nonprofit real estate corporation dedicated to community-building through sustainable, service-enriched housing; preserving and creating affordable multi-family homes for low- and moderate-income families and seniors; resident-led programs that support stability and growth. NHPF plans to renovate Danville House and these renovations will require the temporary relocation of the residents living at the property.

Danville House is located at 600 Main Street in Danville, VA, 24541. The Danville House was built in 1927. Originally the Hotel Danville, it is located in the historical downtown area. Danville House is a registered Virginia Landmark. Last renovated in 1983, the Danville House is now a 106 apartment house community for elderly, handicapped or disabled individuals made affordable through the Federal Section 8 program. The property currently consists of 96 one-bedroom apartments and 10 two-bedroom apartments.

The NHPF plans to renovate the Danville House beginning in 2026. This rehabilitation project will require temporary resident relocation. Safe and thoughtful resident relocation is a priority for the Team and, for this reason, we have engaged HousingToHome as our relocation consultant. HousingToHome (HTH) is a national relocation firm. HTH has a commitment to high quality services to its clients and to the residents. HTH prides themselves on being on schedule and budget and having excellent communication and follow through on our work. HTH strives to grow their business while at the same time having extremely knowledgeable, productive, and satisfied employees. HTH is a certified Women Business Enterprise (WBE).

This Plan, written by HousingToHome, ensures that residents of Danville House are treated fairly and in accordance with the Virginia Housing Relocation rules and regulations including Virginia Code §55.1-1410 and with the Uniform Relocation Assistance and Real Property Act of 1970 (URA), implementing regulations at 49 CFR Part 24, the guidelines set forth in HUD Handbook

1378 on Tenant Assistance Relocation and Real Property Acquisition and Section 104(d) of the Housing and Community Development Act of 1974, 42 USC 5304(d), as amended Section 104(d).

People of contact for this relocation plan are as follows:

Owner

Ian Sobel, Vice President – Asset Management
The NHP Foundation
122 East 42nd Street, Suite 4900
New York, NY 10168
646-336-4948
isobel@nhpfoundation.org

Property Management Company

Lynn Bora, Executive Vice President
WinnResidential
(617) 532-2122
lbora@winnco.com

Relocation Consultant

Katie Provencher, Cofounder
HousingToHome
617-293-6572
katie@housingtohome.com

A copy of this Relocation Plan will be available to all residents of Danville House at the Property Management office located at 600 Main Street in Danville, VA, 24541.

III. PROJECT DESCRIPTION

The Danville House was built in 1927. Originally the Hotel Danville, it is located in the historical downtown area. Danville House is a registered Virginia Landmark. Last renovated in 1983, the Danville House is now a 106 apartment house community for elderly, handicapped or disabled individuals made affordable through the Federal Section 8 program. The property consists of 96 one-bedroom apartments and 10 two-bedroom apartments. There are eleven ADA units at the property which include 9 one-bedroom apartments and 2 two-bedroom apartments. This will be the same post-construction. Community amenities include: laundry facilities, community room, TV/Recreation room, a Resident Services Coordinator, 24-hour emergency maintenance, and on-site management.

NHPF anticipates approximately a 14-month construction period for the Danville House, with residents being temporarily relocated during a 12-month period. It is estimated that work will begin as early as April 2027 but would likely begin in the Summer 2027 and be completed Fall of

2028. NHPF is preparing for extensive renovations at the property to date. The scope of work to be completed includes:

Interior Renovations within the Apartments

- New Interior Finishes
- Flooring Replacement
- Kitchen Replacement
- Bathroom Upgrades
- Lighting

New and Reconfigured Spaces

- Wellness Suite Creation
- Relocation of Management Office
- New Residential Units
 - o Create a new one-bedroom unit by subdividing the existing two-bedroom resident manager's apartment into two smaller units.
 - o Create a second one-bedroom unit by converting a portion of the existing maintenance area, including the insertion of new windows along Floyd Street in compliance with State Historic Preservation Officers guidelines.
- Community Room
- Existing common areas

Plumbing Systems

- Domestic Waste and Vent Piping Replacement
- Plumbing Fixture Upgrades
- Fire Protection
- Provide radon mitigation system for basement, ground and 1st floors

Mechanical and Electrical Systems

- Heating Ventilation Air Conditioning (HVAC) Systems
- Water Heaters
- Electrical Upgrades
- Upgrade emergency call systems in units to wireless pendants
- Replace electrical panels
- Replace FACP

Building Envelope Improvements

- Roof Replacement
- Window Restoration and Replacement:

Accessibility Compliance

- UFAS Upgrades

Sustainability and Energy Performance

- Provide energy efficiency upgrades and building envelope improvements necessary to achieve an average Home Energy Rating System (HERS) index of 70 or lower across all units, or demonstrate a minimum 40% improvement in HERS index compared to pre-renovation performance.
- Upgrades may include air sealing, insulation improvements, high-performance HVAC systems, water heating systems, windows, and lighting fixtures.

It should be noted that 1 of the two-bedroom apartments will be converted into 2 one-bedroom apartments as described above in the proposed scope of work.

The projected rents after the renovations can be found in the table below:

Unit Type	Gross Rent	Utility Allowance	Net Rent
1 BR HAP	\$1,349	\$83	\$1,266
2 BR HAP	\$1,677	\$88	\$1,589
1 BR LIHTC	\$879	\$83	\$796

The rents are subject to annual adjustments by HUD and the tenant share of rent portion is subject to annual tenant income verification process. Rental policies will remain the same after the renovations.

The rehabilitation of Danville House is anticipated to begin in Summer 2027 and last for 14 months, with tenant relocation lasting about 13 months. To accomplish the renovations, each of the residents will be required to temporarily relocate for approximately 30 days. Temporary relocation is when residents must relocate on-site or off-site to a comparable decent, safe and sanitary unit for less than one year or transfer permanently to a comparable unit on-site. At Danville House, residents will either be temporarily relocated to a vacant on-site unit or to an off-site hotel with a kitchenette. Residents will also be given the opportunity to stay with family and friends during their renovations and receive a stipend.

As of February 2026, there were two vacant units at Danville House. The team will work to get to a total of twelve vacant units at the property before construction begins at the site. The plan is to have phases of between seven and twenty households temporarily relocated at a time alternating between on-site vacant units and off-site hotels with kitchenette for the temporary relocation. Safe and thoughtful relocation services will be executed for every household at Danville House.

Finance sources for this project include the below (amounts are approximate at this point):

- \$9.5 million 221d4 loan from HUD
- \$600k sponsor note

- \$ 5MM VA DHCD: HOME, National Housing Trust Funds, Virginia Housing Trust Funds, Housing Innovations in Energy Efficiency
- \$14.1 MM LIHTC
- \$ 3.7 MM Federal Historic Tax Credits
- \$ 5 MM State Historic Tax Credits
- \$ 1 MM Cash from Operations
- \$ 1.6 MM Deferred Developer Fee

IV. RESIDENT RELOCATION & PLAN

i. Relocation Plan for Affected Households

Relocation is projected to begin at the property in Summer 2027 and last 12 months. The rehabilitation at Property will include the renovations of 106 units for Seniors. The plan is for residents to relocate temporarily for approximately 30 days. Based on final phasing and planning, some residents will move temporarily on-site into vacant units and some residents will move temporarily off-site into nearby hotels. Residents will also have the option to stay with family and friends off-site during the renovations and receive a stipend during their time off-site.

The Team's goal is to be resident-focused and to minimize disruption for the residents of Danville House as much as possible. The Team will have an on-site Relocation Manager who will work closely with residents and their families to provide any and all guidance and support needed throughout the relocation process. Residents will not be permanently displaced due to the renovations planned for the Danville House rehabilitation.

Residents will be provided with boxes and packing materials to pack up their apartment and the Relocation Manager will schedule, coordinate and supervise the moving of their packed belongings and furniture from their home to the temporary relocation unit and then back again using a licensed, bonded and insured professional moving company. The Relocation Manager will also provide additional assistance such as arranging for packing and unpacking assistance to elderly residents, residents with disabilities and any other approved reasonable accommodation requests.

Residents will complete a temporary relocation agreement that will honor their current lease at their temporary unit address and require property management and the Relocation Manager to walk the unit to ensure it does not have any maintenance issues. The temporary relocation unit will be comparable to their existing unit and be either an on-site unit or a nearby hotel. All temporary relocation units will be decent, safe and sanitary. The on-site temporary units will be cleaned before each resident moves into that unit. In between the use of temporary units, there will be a professional cleaning, and pest inspection and treatment.

ii. Relocation Assistance and Benefits

The Team will provide all affected households with temporary relocation rights and benefits in accordance with the Virginia Housing Relocation rules and regulations including Virginia Code §55.1-1410 and with the Uniform Relocation Assistance and Real Property Act of 1970 (URA), implementing regulations at 49 CFR Part 24, the guidelines set forth in HUD Handbook 1378 on Tenant Assistance Relocation and Real Property Acquisition and Section 104(d) of the Housing and Community Development Act of 1974, 42 USC 5304(d), as amended Section 104(d).

Residents will have the full support and assistance of the on-site Team to provide all relocation consulting and coordination services. The Team will have a designated on-site Relocation Manager assigned to implement the relocation tasks outlined in this relocation plan. The Relocation Manager will have accessible offices, located at Danville House, and work a flexible schedule generally between 8am and 5pm, Monday through Friday. Relocation staff will also be available evenings and weekends, as needed, to be accessible to all residents and their support networks. Residents and their families will have the opportunity to meet personally with the Relocation Manager, at their request, throughout the rehabilitation and relocation process.

The Relocation Manager will provide the following relocation assistance and benefits to residents and act as the main contact for residents regarding any questions, concerns or needs around their relocation:

- Meet with each household one-on-one (in whatever format makes residents feel most comfortable including by phone, in-person, virtually, etc.) to explain their relocation rights, benefits and complete a relocation assessment to best understand and assist residents through the renovation and relocation process, **see Section iii: Advisory Services and Resident Relocation Assessment.**
- Provide required notices and all verbal and written correspondence, in accordance with any translation/interpretation needs or other reasonable accommodation requests, regarding relocation updates, progress and other important information, **see Section iv: Ongoing Resident Communication and Notices.**
- Be accessible to residents and their families for their questions or concerns and have business hours communicated to residents with contact information and an on-site office location.
- Notify residents of the option to meet outside of office hours.
- Provide appropriate counseling for residents who may be unable to read and understand notices.
- Ensure that residents have an appropriate temporary unit and that their needs are met while out of their homes due to construction work.
- Arrange, schedule, and supervise the moving of affected residents' belongings to and from their temporary temporary unit. This includes packing and unpacking assistance, distribution of packing materials as needed, and monitoring the move(s).
 - Temporary Move(s) in connection to the project will be arranged and paid for at no cost to the resident. This will include any internet service, utility connection and/or transfer fees.
 - Move will be conducted by a licensed, bonded and insured moving company.

- Packing and unpacking services will be provided by a licensed, bonded and insured moving company.
- Understand and anticipate the needs of the residents and their families and be able to meet the special advisory services they may need.
- Inspect and treat any pest issues in residents' units.
- Provide packing materials and instructions on how residents need to leave their units before construction begins.
- Ensure no additional housing costs will be incurred during relocation, whether it is to an on-site temporary relocation unit or off-site to a temporary unit.

iii. Advisory Services and Resident Relocation Assessment

Relocation counseling and advisory services shall include community meetings at the site and virtual and personal interviews with each household and any designated friends, family and caregivers. The Relocation Manager will be responsible for conducting resident meetings; providing required resident notices and additional notices about renovations and relocation process; conducting mobility counseling; scheduling and coordinating moves; coordinating transfer of services; conducting follow-up visits; communicating on an ongoing basis with residents as needed; and documenting all relocation activities.

The Relocation Manager will begin providing temporary advisory services and mobility counseling by conducting a comprehensive relocation needs assessment survey with each of the households (in whatever format makes residents feel most comfortable including by phone, in-person, virtually, etc.). The resident's family and caregivers are more than welcome to be a part of completing these surveys with the resident. During the assessment, Relocation Staff will explain the renovations, review resident's relocation benefits, and develop a relocation plan that works for the household. The Relocation Manager will document the concerns and issues facing each resident with the aim of minimizing the adverse impacts of relocation.

Advisory services for residents starts with meeting the residents in a large all resident group meeting. At this meeting, the overall development plans are discussed and explained to the residents in addition to what this means for them in terms of relocation. This large all resident meeting is followed up by one-on-one meetings with each household. During these one on one resident meetings information such as the below is provided to the households:

- Explanation and details on the renovation and relocation process and timeline.
- Counseling and orientation in the mitigation of problems associated with relocation.
- Explanation of relocation benefits, assistance and procedures.
- Follow up with residents post their move(s) that will be provided to address any concerns, questions or grievances.
- Explanation of relocation schedule.
- Close coordination of relocation activities through individual on-going contact.

The Resident Assessment process includes the following:

- Meet one-on-one with each household to establish their temporary on-site or off-site relocation plan based on their household's situation and needs. Identify any and all obstacles and/or issues that may impact relocation. Among the information collected in the assessment will include household composition, approved reasonable accommodations, pets, current in-home services, planned vacations/hospitalizations, etc.
- If the Head of Household does not speak English then the relocation staff will arrange for appropriate translation services.
- Discuss and evaluate the renovations planned for the apartment. Relocation staff makes note of large furnishings, housekeeping issues, clutter, required relocation accommodations, pest issues, and accumulation concerns.

Assessment Questions will include:

1. Family size and bedroom size needs.
2. Reasonable accommodation needs in identifying affected residents' temporary relocation unit assignment.
3. Identification of any planned vacations or hospitalizations during the timeframe for relocation.
4. Other issues of importance to the household.

iv. Ongoing Resident Communication and Notices

Residents will receive ongoing and frequent communication regarding the rehabilitation of Danville House timeline from the Relocation Manager. Along with phone calls and letter updates that will provide residents with information regarding relocation, the required notices will be promptly sent to each affected household. Any requested translation and/or interpretation of these notices will be completed and delivered. Any identified friends/family/caregivers will also be given copies of these letters in order to help advise residents and be included in the relocation process.

Required notices will include:

- General Information Notice (GIN) and Notice of Non-Displacement - The GIN explains that ownership plans to renovate Danville House using local, state, and federal funds soon and contact information for questions or concerns. **See Attachment A.**
- 90 Day Notice of Relocation - This will be delivered to each resident and a signed copy will be kept on file to confirm receipt for each household. The Notice of Nondisplacement will be sent upon closing. It confirms that project funding has been secured and relocation will begin soon but no residents will be permanently displaced as a part of this project. Some residents may be required to move temporarily or transfer permanently to another unit at the property. The notice also details how residents will not incur any additional costs due to the project. **See Attachment B.**
- 30 Day Notice of Relocation - For the residents that must temporarily relocate, this notice will be issued and delivered no less than 30 days before renovations are scheduled to begin in a resident's apartment. The notice will state the start date; provide contact

information for the Relocation Manager who will assist them; and provide the preparation needed to relocate to the Temporary unit. ***See Attachment C.***

These notices will be hand-delivered and signed for by each resident or sent certified first-class mail with delivery confirmation receipt. All relocation notices, communications, relocation reimbursements and receipts will be documented in files for each affected household.

v. Record Keeping and Resident Log

Along with files for each resident holding all copies of the received relocation notices, the Relocation staff will maintain and update a Resident Matrix containing the information of all affected residents.

Information tracked for all affected households since the GIN was sent will include, as applicable for each household:

- Date(s) of all required and additional notices.
- Dates of Professional Cleanings and Pest Control inspections (and treatments, if needed).
- Dates and details of all moves due to renovations.
- The type of move and form of temporary housing.
- Address and unit size of any temporary relocation housing.
- The type and amount of any payments for moving or related expenses.
- Rent differential payments or other payments for temporary rental assistance.

VI. APPEALS

If a resident contends that this Relocation Plan is not being implemented properly or believes the Owner has failed to properly consider the person's request for relocation assistance, the resident may file a written appeal to the Owner based on the determination of relocation assistance or any other part of the Relocation Plan not being implemented by the designated Relocation Advisory Agent, HousingToHome (HTH) or the Owner.

Grounds for appeal shall not include suspension of discretionary relocation benefits to former residents. The agency is required to consider a written appeal regardless of form as set in the URA. The time limit shall not be less than 60 days after the person receives written notification of the Agency's determination on the person's claim.

Promptly after receipt of all information submitted by a person in support of an appeal, the Agency shall make a written determination on the appeal, including an explanation of the basis on which the decision was made, and furnish the person a copy. If the full relief requested is not granted, the agency shall advise the person of his or her right to seek judicial review.

The Agency official conducting the review of the appeal shall be either the head of the Agency or his or her authorized designee. However, the official shall not have been directly involved in the action appealed.

A displaced person who is dissatisfied with the Agency's determination on the appeal may submit a written request for further review:

Appeal to HUD:

Emie Eshmawy

Regional Relocation Specialist

U. S. Dept. of Housing and Urban Development

Email: eeshmawy@hud.gov

If a review by the Bureau of Relocation is not sought within 30 days of receipt of a decision, the decision of the displacing agency shall be final.

ATTACHMENT A: GENERAL INFORMATION NOTICE (GIN)

ATTACHMENT B: 90 DAY NOTICE OF RELOCATION

**90 Day Notice of Relocation
Danville House**

Date:

Dear (Resident name and address):

On **(date of GIN)**, The NHP Foundation notified you of proposed plans to rehabilitate **Danville House** and the apartment you currently occupy for a project which could receive funding associated with the Commonwealth of Virginia and federal HUD programs. On **(date of closing)** the project was approved and will receive federal funding.

This notice is to inform you that in approximately 90 days, you will be required to move to a temporary unit due to renovations scheduled for your current apartment.

You will receive another notice when you are approximately 30 days out from your move.

Please note that your temporary unit will be identified based on the information you provide to us and the availability of on-site and off-site relocation units. Your relocation will be completed in a manner consistent with fair housing and civil rights requirements. Please let us know if you have any concerns about reasonable accommodations connected to your relocation.

Please do not purchase any boxes or packing materials for your move, we will provide those to you at no additional cost in the upcoming months to give you plenty of time to pack. If you need packing assistance to pack up closets, cabinets and loose items, please let us know.

If you have any questions or concerns about this notice or your move please contact (name, title), at (phone/email) or at (address).

We truly appreciate your patience and understanding as we move forward to making the necessary renovations to your home.

Sincerely,

Relocation Manager

Please sign below confirming receipt of this notice and return a copy:

Resident Signature

Unit

Date

Resident Printed Name

ATTACHMENT C: 30-DAY NOTICE OF RELOCATION

30 Day Notice of Relocation

Date:

Dear _____,

This notice is to inform you that in approximately 30 days, you will be required to move to your temporary unit due to renovations scheduled for your current apartment.

You will be temporarily relocated to (temporary unit address) for approximately (relocation time frame).

Your move details are as follows:

Move Date: _____

Move Start Time Frame: _____

Moving Company: _____

Please note that any changes to your move date, time, and temporary unit address will be communicated to you as soon as possible. Your relocation will be completed consistent with fair housing and civil rights requirements, please let us know if you have any concerns for reasonable accommodations connected to your relocation.

Please do not purchase any boxes or packing materials for your move, we will provide those to you at no additional cost in the upcoming days.

If you have any questions or concerns about this notice or your move please contact (name, title), at (phone/email) or at (address).

We truly appreciate your patience and understanding as we move forward to making the necessary renovations to your home.

Sincerely,

Relocation Manager

I acknowledge receipt of this notice: _____
(Resident Signature) (Date)



Prepared by HousingToHome LLC HousingToHome (HTH) | www.housingtohome.com |

Danville House (NHP - Danville, VA)

	1 Bed	2 Bed		
Description of Cost	95	9	Instances	Total
Packing Supplies	\$7,125	\$900	1	\$8,025
Moving Cost to Storage or On-site	\$123,500	\$13,950	2	\$274,900
Packing/Unpacking Assistance (75% of units)	\$21,375	\$2,700	2	\$48,150
Cable/internet for on-site units (10 months)	\$200	\$200	13	\$5,200
Cleaning for on-site units	\$400	\$400	13	\$10,400
Disposal (assumes 10%)	\$2,375	\$225	1	\$2,600
Hotel Stay (60 nights no kitchen one room)	\$8,408	\$797	60	\$552,240
Meal stipend	\$1,425	\$135	60	\$93,600
Pet fee (assumes 10%)	\$2,375	\$225	1	\$2,600
Move Day Transportation (Assumes 50%)	\$1,188	\$113	2	\$2,600
**Storage		\$2,400	13	\$31,200
Contingency (11.5% but can be adjusted)				\$118,624
Total Relocation Cost Total:				\$1,150,139
Assumptions:				
*Assumes 2 vacancies being held for local relocation; All other resident off-site to Hotels for 60 days				
**Assumes Onsite Storage Container for 13 months (13 Containers)				
HTH Services Cost (Relocation Coordinator)				\$349,375
Total Budget				\$1,499,514

Danville House
Tenant Relocation Schedule

Tier	Units Numbers	Total Units	Start	Finish
I, II	901, 801, 701, 601, 501, 401, 902, 802, 702, 602, 502, 402	12	4/2/2027	5/21/2027
	Resident Relocation		5/25/2027	6/4/2027
III, IV	905, 804, 704, 604, 504, 405, 906, 805, 705, 605, 505, 406, 203	13	6/7/2027	7/28/2027
	Resident Relocation		7/29/2027	8/10/2027
V, VI	904, 903, 803, 703, 603, 503, 404, 403, 301, 202, 201, 102, G01, 907, 908, 806, 706, 606, 506, 408, 302, 204, 205, 104, 102	25	8/11/2027	10/4/2027
	Resident Relocation		10/5/2027	10/15/2027
VII, VIII	909, 807, 707, 607, 507, 409, 304, 206, 106, G04A, 912, 809, 709, 609, 509, 412, 306, 209, 108, G04B	20	10/18/2027	12/10/2027
	Resident Relocation		12/13/2027	12/23/2027
IX, X	910, 911, 808, 708, 608, 508, 410, 411, 305, 207, 208, 107, G03, 210, 110, G06	16	12/27/2027	2/17/2028
	Resident Relocation		2/18/2028	3/1/2028
XI, XII	213, 111, G07, 211, 109, G05, B01	7	3/2/2028	3/29/2028
	Resident Relocation		3/30/2028	4/5/2028
XIII, XIV, XV	214, 112, G08, 215, 113, G09, B02, 216, 114, G10, B14A	11	4/6/2028	5/3/2028
TOTAL		104		

Tab K:

Documentation of Development Location:

Tab K.1

Revitalization Area Certification

Community Revitalization Plan Form Letter
13 VAC 180-60(E)(2)(c)(6)

DATE: February 23, 2026 _____

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

RE: Community Revitalization Plan Form

Name of Development: Danville House _____

Name of Owner/Applicant: The NHP Foundation _____

Name of Seller/Current Owner: Danville House Owner, LLC _____

DEVELOPMENT DESCRIPTION:

Development Address: 600 Main Street, Danville, VA

This is a rehabilitation of 106 low income units. This LIHTC/HTC redevelopment will update an apartment building that was once a theater and hotel, circa 1927. As I understand it, the rehabilitation will include new kitchens, baths, and energy efficient features, a formal submission of the proposed work has not occurred.

Proposed Improvements:

New Construction:	# Units	_____	# Buildings	_____	Total Floor Area	_____
Adaptive Reuse	# Units	_____	# Buildings	_____	Total Floor Area	_____
Rehabilitation:	# Units	<u>106</u>	# Buildings	<u>1</u>	Total Floor Area	<u>125,637</u>

The Owner/Applicant listed above has asked this office to complete this form letter regarding the proposed Development described herein. This form letter will be used by Virginia Housing Development Authority for the sole purpose of determining whether the Development qualifies for points available under Virginia Housing's Qualified Allocation Plan for housing tax credits.

Accordingly, as indicated by my signature below, it is my opinion that the Development described above, as proposed to be constructed or rehabilitated, will utilize new or existing housing that conforms with the community's revitalization plan.



Signature

Renee Burton

Printed Name

Division Director of Planning

Title

434-799-5260

Phone

02-23-2026

Date

NOTES TO LOCALITY:

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

Tab K.2

Surveyor's Certification of Proximity to
Public Transportation using Virginia
Housing template



Surveyor's Certification of Proximity to Transportation

General Instructions

1. This form must be included with the Application.
2. Any change in this form may result in a reduction of points under the scoring system.
3. If you have any questions, please contact the Tax Credit Allocation Department at taxcreditapps@virginiahousing.com.

Date: 2/10/2026

TO: Virginia Housing
601 South Belvidere Street
Richmond, Virginia 23220 2025 Tax Credit Reservation Request
Name of Development Danville House
Name of Owner The NHP Foundation

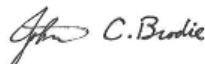
RE:
Danville House Proximity to Transit
2026 9% LIHTC Application

Ladies and 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 or a public bus stop to be built in accordance with existing proffers. If the public bus stop is proffered, include copy of executed proffers with this form.

Firm Name Timmons Group
By John Brodie, PE 
Its Senior Project Manager

Title

Tab L:

PHA / Section 8 Notification Letter

N/A

Tab M:

Intentionally Blank

N/A

Tab N:

Homeownership Plan

N/A

Tab O:

Plan of Development Certification Letter



CITY OF DANVILLE

City Manager's Office

March 4, 2026

Virginia Housing
601 S. Belvidere Street
Richmond, VA 23220

Re: Danville House – Letter from the City Manager

Dear Virginia Housing:

The City of Danville has been informed of the proposed redevelopment of Danville House at 600 Main Street, Danville, Virginia.

The redevelopment involves the renovation of 106 apartments for low-income elderly residents. It will feature new kitchens, bathrooms, and more energy efficient systems, as well as the building's historic restoration.

The locality has no objection to the proposed development.

Sincerely,

A handwritten signature in black ink that reads "Ken Larking".

Ken Larking
City Manager

Tab P:

Zero Energy or Passive House documentation for
prior allocation by this developer

N/A

Tab Q:

Documentation of Rental Assistance, Tax Abatement
and/or existing RD or HUD Property

**ASSIGNMENT, ASSUMPTION AND AMENDMENT AGREEMENT
SECTION 8 HOUSING ASSISTANCE PAYMENTS CONTRACT
(UNINSURED PROJECT)**

THIS ASSIGNMENT, ASSUMPTION AND AMENDMENT AGREEMENT SECTION 8 HOUSING ASSISTANCE PAYMENTS CONTRACT (herein called the "Agreement") is made this 12th day of March, 2026, by the United States of America, acting through the U.S. Department of Housing and Urban Development (herein called "the Contract Administrator"), Danville House Owner, LLC, a Virginia limited partnership (herein called "the Seller"), and Danville House Redevelopment Owner, LLC, a Virginia limited partnership (herein called "the Buyer").

WHEREAS, the Contract Administrator and Hotel Danville Company ("Former Owner"), pursuant to Section 8 of the United States Housing Act of 1937, 42 U.S.C. 1437(f), entered into a Section 8 Housing Assistance Payments Contract (herein called the "HAP Contract") identified as HAP Contract Number VA36-H027-241 for units in Danville House (herein called "the Property"), a copy of which is attached hereto as "Exhibit A". Said HAP Contract executed by the Former Owner and approved by HUD, dated September 24, 1982, and assigned to Seller by that certain Assignment of Housing Assistance Payment Contract and approved by HUD, dated August, 2024.

WHEREAS, the Seller and Buyer, entered into an option to purchase the Property, wherein the Seller and Buyer agree to enter into a purchase agreement for Buyer to acquire the Property from Seller, and Buyer has agreed to accept the assignment of and assume all obligations under the HAP Contract;

WHEREAS, the Buyer will submit to the Secretary of HUD (herein called "the Secretary") an Application and documents in support thereof (herein collectively referred to as the "Application") requesting, and this Agreement shall be conditioned upon, the Secretary's approval of the proposed assignment of the HAP Contract to the Buyer in connection with the aforesaid Option; and

WHEREAS, the Seller and the Buyer mutually desire to assign the HAP Contract; and it is necessary to and the Contract Administrator and the Buyer mutually desire to amend the HAP Contract to allow for physical inspections in accordance with 24 CFR Part 5, Subpart G and require financial reporting in accordance with 24 CFR Part 5, Subpart H.

NOW, THEREFORE, in consideration of the foregoing, the sum of Ten Dollars (\$10.00) in hand paid and other good consideration, the receipt of which is hereby acknowledged, and in order to comply with the requirements of the Secretary, the National Housing Act of 1937, and the regulations adopted pursuant thereto, the parties hereto agree as follows:

1. The Seller hereby irrevocably assigns the HAP Contract to the Buyer together with all rights and obligations in and under said HAP Contract, conditioned upon the approval of the Application.
2. Effective as of the date of this Agreement, and conditioned upon the approval of the Application, the Buyer agrees to assume and to be bound by said HAP Contract as modified herein, and is responsible for filing the Annual Financial Statement ("AFS") from the date of this Agreement through the end of the Buyer's fiscal year.
3. Effective as of the date of this Agreement, the Seller is released from any future obligations under the HAP Contract, excepting that the Seller shall remain responsible for filing the AFS through the day before this Agreement if said HAP Contract includes an AFS filing requirement.

Nothing in this Agreement shall waive, compromise, impair, or prejudice any right HUD may have against the Seller for any violation of the HAP Contract that may have occurred prior to the date of this Agreement.

4. Part II of the HAP Contract shall be amended as follows to include the following provisions:

Physical Conditions Standards and Inspection Requirements. The Owner shall comply with the Physical Condition Standards and Inspection Requirements of 24 CFR Part 5, Subpart G, including any changes in the regulation and related Directives. In addition, the Owner shall comply with HUD's Physical Condition Standards of Multifamily Properties of 24 CFR Part 200, Subpart P, including any changes in the regulation and related Directives. This obligation shall apply both during the current term of the HAP contract and during each successive renewal term.

Financial Reporting Standards. The Owner shall comply with the Uniform Financial Reporting Standards of 24 CFR Part 5, Subpart H, including any changes in the regulation and related Directives. This obligation shall apply during the current term of the HAP contract and for each successive renewal term.

5. This Agreement shall be construed under the laws of the State of Virginia and to the extent inconsistent with the laws of the State of Virginia, the laws of the United States of America. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
6. This Agreement may be executed in any number of counterparts, each of which shall be considered an original for all purposes; provided, however, that all such counterparts shall together constitute one and the same instrument.
7. The Secretary, by the signature of his authorized representative below, consents to assignment made hereby. Said consent shall be void ab initio if the Secretary determines that Buyer, or any principal or interested party of the Buyer, is debarred, suspended or subject to a limited denial of participation under 24 CFR Part 24, or is listed on the U.S. General Services Administration list of parties excluded from Federal procurement or nonprocurement programs.

NOTHING in this Agreement shall in anyway impair the HAP Contract or alter, waive, annul, vary or affect any provision, condition, covenant therein, except as herein specifically provided, or affect or impair any rights, powers, or remedies under the HAP Contract, it being the intent of the parties hereto that the terms and conditions of the HAP Contract shall continue in full force and effect except as amended hereby.

IN WITNESS WHEREOF, the undersigned, including Seller, the Buyer and the Contract Administrator have caused this Agreement to be executed.

SELLER:

DANVILLE HOUSE OWNER, LLC
a Virginia limited liability company

By: The NHP Foundation
a District of Columbia not-for-profit corporation
its sole member and manager

By: 
Name: Mansur Abdul-Malik
Title: Senior Vice President/Development

[Signatures Continue on Following Pages]

BUYER:

DANVILLE HOUSE REDEVELOPMENT OWNER, LLC
a Virginia limited liability company

By: The NHP Foundation
a District of Columbia not-for-profit corporation
its sole member and manager

By: 
Name: Mansur Abdul-Malik
Title: Senior Vice President/Development

[Signatures Continue on Following Page]

CONTRACT ADMINISTRATOR (HUD or PHA):

U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT

By: _____

Name: _____

Title: _____

Exhibit A

HAP Contract

[Exhibit appears on the next page.]

U.S. DEPARTMENT OF HOUSING
AND URBAN DEVELOPMENT
OFFICE OF MULTIFAMILY HOUSING PROGRAMS

ASSIGNMENT, ASSUMPTION, AND AMENDMENT
OF SECTION 8 HOUSING ASSISTANCE
PAYMENTS CONTRACT

SECTION 8 HAP CONTRACT NUMBER: VA36H027241

PROJECT NAME: Danville House Apartments

PROJECT LOCATION (City/Town, State): Danville, VA

ASSIGNOR/SELLER: HKN Danville House LLC

ASSIGNEE/BUYER: Danville House Owner, LLC

CONTRACT ADMINISTRATOR: HUD

This form is used in the administration of the project-based rental assistance program, as authorized under section 8 of the United States Housing Act of 1937, and is intended to assist the Department in ensuring that the operation of the project complies with program requirements. The public reporting burden for completing this form is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, and gathering and maintaining the data needed. The information collected is required to obtain benefits. HUD may disclose certain information to Federal, State, or local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. Information collected will not otherwise be disclosed or released outside of HUD, except as required and permitted by law. HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

This Assignment, Assumption, and Amendment of Section 8 Housing Assistance Payments Contract ("Assignment") is made this 29th day of August, 2024 by and among the Contract Administrator, the Assignor/Seller, and the Assignee/Buyer, as each is identified on page 1, and shall be effective on the date set forth above ("Effective Date"). Only revisions to this form that are necessitated by State law, as determined solely by the United States Department of Housing and Urban Development ("HUD"), are permitted.

I. RECITALS

- A. Previously, the Assignor/Seller or a former owner of the multifamily housing project identified on page 1 ("Project") entered into an original Section 8 housing assistance payments ("HAP") Contract ("Original HAP Contract") with the contract administrator at that time (HUD, or a public housing agency ("PHA") acting under an annual contributions contract ("ACC") with HUD). The Original HAP Contract was authorized under section 8 of the United States Housing Act of 1937 ("Act"), 42 U.S.C. § 1437f. If still in its original term (i.e., without having expired and been renewed, as described in the following paragraph), the Original HAP Contract is being assigned, assumed, and amended.
- B. If the Original HAP Contract previously expired, it was renewed under a contract ("Renewal Contract") or under successive Renewal Contracts, as authorized under the Multifamily Assisted Housing Reform and Affordability Act of 1997, 42 U.S.C. § 1437f note, and the Renewal Contract currently in effect is being assigned, assumed, and amended.
- C. A copy of the Original HAP Contract is attached and designated "Exhibit A."
- D. If the Original HAP Contract previously expired and was renewed, a copy of the Renewal Contract currently in effect is also attached and is designated "Exhibit B."
- E. The term "HAP Contract" means the Original HAP Contract (if no Renewal Contract) or the Renewal Contract currently in effect, as applicable. The term "Contract Administrator" means the current contract administrator (HUD, or a PHA, as applicable), as identified on page 1.
- F. If this Assignment is in connection with a sale or lease of the Project, the Assignor/Seller and the Assignee/Buyer have entered into an agreement for such sale or lease, which includes the real property on which the Project is located, and any and all improvements situated thereon.
- G. The Assignor/Seller wishes to assign, and the Assignee/Buyer wishes to assume, the HAP Contract, including all the rights and obligations thereunder.
- H. The Assignor/Seller and/or the Assignee/Buyer have requested HUD's written consent to the assignment of the HAP Contract, and both understand that such consent is subject to the terms and conditions set forth in this Assignment.

- I. The Assignor/Seller, the Assignee/Buyer, and the Contract Administrator therefore agree as follows:

II. ASSIGNMENT BY ASSIGNOR/SELLER

- A. The Assignor/Seller hereby irrevocably assigns the HAP Contract, including all the rights and obligations thereunder, to the Assignee/Buyer.
- B. The Assignor/Seller is hereby released from all obligations arising under the HAP Contract, on or after the Effective Date, provided, however, that (i) the release shall not apply to any breach of the HAP Contract based on events, circumstances, or conditions occurring before the Effective Date; and (ii) the Assignor/Seller shall remain obligated to file any annual financial statements that the HAP Contract or any applicable law or regulation may require for the period preceding the Effective Date.
- C. Nothing in this Assignment shall be construed to impair, limit, or otherwise affect any right that the Contract Administrator or HUD has or may have against the Assignor/Seller for any violation of the HAP Contract that occurred or may have occurred on or before the Effective Date.

III. ASSUMPTION BY THE ASSIGNEE/BUYER. The Assignee/Buyer hereby assumes the HAP Contract, including all the rights and obligations thereunder, as amended by this Assignment.

IV. AMENDMENT. The Assignee/Buyer (referred to in this Section IV as the "Owner") and the Contract Administrator hereby amend the HAP Contract to contain the following new provisions:

- A. "Compliance with applicable Federal statutes and regulations, as amended from time to time. The Owner shall comply with all applicable Federal statutes and regulations, as amended from time to time, including all applicable regulations in 24 C.F.R. part 5, as amended from time to time, including without limitation the following:
 1. 2 C.F.R. part 200 ("Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards");
 2. 24 C.F.R. § 5.107 ("Audit Requirements for Non-Profit Organizations");
 3. 24 C.F.R. part 5 subpart G ("Physical Condition Standards and Inspection Requirements");
 4. 24 C.F.R. part 5 subpart H ("Uniform Financial Reporting Standards"); and
 5. 24 C.F.R. part 200 subpart P ("Physical Condition of Multifamily Properties")."

- B. “Annual financial reports. Notwithstanding anything to the contrary in the HAP Contract, including any previous amendment to the HAP Contract, the Owner shall comply with the following provisions:
1. Within ninety (90) days, or such period established in writing by HUD, following the end of each fiscal year, Owner shall prepare a financial report for the Owner’s fiscal year, or the portion thereof that started with the Owner’s assumption of the HAP Contract, based on an examination of the books and records of the Owner in accordance with generally accepted accounting principles and in such other form and substance as specified by HUD in supplemental guidance, and provide such report to the Contract Administrator and HUD (if a PHA is the Contract Administrator) in such form, substance, and manner as may be specified by HUD under the Uniform Financial Reporting Standards at 24 C.F.R. § 5.801 (“UFRS”), or any successor regulations.
 2. Unless specifically waived or modified by HUD or to the extent otherwise exempt, Owner shall: (a) engage an independent, licensed Certified Public Accountant (“CPA”) to audit the Owner’s annual financial report and to produce an audit report in accordance with both Generally Accepted Government Auditing Standards and Generally Accepted Auditing Standards; (b) engage an independent, licensed CPA to perform an agreed-upon procedure, in accordance with the American Institute of Certified Public Accountants Statement on Standards for Attestation Engagements, to compare the financial data template information submitted electronically by the Owner to HUD against the annual financial report examined by, and the audit report prepared by, the independent, licensed CPA, and report any variances to HUD; and (c) furnish to the Contract Administrator and HUD (if a PHA is the Contract Administrator) the audit report, and any other reports relating to the annual financial report or the audit report as required by HUD, by such means and in such form, substance, and manner as may be specified by HUD under UFRS, or any successor regulations.
 3. To the extent certain non-profit Owners’ requirement to submit annual financial reports may be waived or modified by HUD, or such Owners may otherwise be exempt from compliance, such waiver, modification, or exemption shall not be construed to relieve Owner of any requirements of this provision, except for those requirements specifically waived, modified, or exempt from.
 4. If Owner fails to perform as required pursuant to this provision, the Contract Administrator or HUD (if a PHA is the Contract Administrator) may, at its sole election, and in a manner determined by HUD, and without affecting any other provisions herein, and after first providing notice of default of the HAP Contract to the Owner, initiate or cause to be initiated a forensic audit of the Owner’s books, records, and accounts in such a

manner as to provide to the Contract Administrator and HUD (if a PHA is the Contract Administrator) with as much of the same information that would have been provided had the Owner not failed to perform as required. Any such audit initiated by the Contract Administrator or HUD does not relieve Owner of the requirement to submit to the Contract Administrator and HUD (if a PHA is the Contract Administrator) an annual audited financial report as required pursuant to this provision.”

- C. “Applicability and binding nature on successors and assigns. The duties and obligations set forth in the HAP Contract, as amended by this Assignment, shall apply during the remainder of the term of the HAP Contract and during each successive renewal term and shall further apply to and be binding on each of the Assignee/Buyer’s successors and assigns.”

V. CONSENT BY HUD. Subject to the terms and conditions set forth herein and as evidenced by the signature of HUD’s authorized representative on page 9, HUD hereby consents to the assignment of the HAP Contract.

VI. RIGHTS OF PARTIES, GOVERNING LAW, AND EXECUTION

- A. Nothing in this Assignment shall be construed to impair, limit, or otherwise affect any rights that the Assignor/Seller, the Assignee/Buyer, the Contract Administrator, and/or HUD has or may have under the HAP Contract.
- B. This Assignment shall be governed and construed in accordance with the laws of the State in which the Project is located and, to the extent that any provision is inconsistent with such laws, with the laws of the United States of America.
- C. This Assignment may be executed in counterparts, each of which shall be considered an original for all purposes. Any and all counterparts shall together constitute one and the same instrument.
- D. Unless signed by an authorized representative of the Contract Administrator and of HUD, this Assignment shall have no legal effect, and no housing assistance payments shall be made under the HAP Contract to the Assignee/Buyer.

Signature Page 1 of 4
Assignment, Assumption, and Amendment
of Section 8 Housing Assistance Payments Contract

ASSIGNOR/SELLER

HKN Danville House LLC, a Massachusetts limited liability company

(Print or Type)

By:

Andrew P. Burnes

Signature of authorized representative

Andrew P. Burnes, Manager of HKN Manager LLC, as Manager of Assignor

Name and official title of signatory (Print or Type)

Andrew P. Burnes

Signature Page 2 of 4
Assignment, Assumption, and Amendment
of Section 8 Housing Assistance Payments Contract

ASSIGNEE/BUYER

Danville House Owner, LLC, a Virginia limited liability company

(Print or Type)

By:

Mecky Adnani  Digitally signed by Mecky Adnani
Date: 2024.08.23 09:58:03 -04'00'

Signature of authorized representative

Mecky Adnani, Senior Vice President of The NHP Foundation, as Sole Member and Manager of Assignee

Name and official title of signatory (Print or Type)

Signature Page 3 of 4
Assignment, Assumption, and Amendment
of Section 8 Housing Assistance Payments Contract

CONTRACT ADMINISTRATOR

Department of Housing and Urban Development

(Print or Type)

By:

 Digitally signed by: April M Lasker
DN: CN = April M Lasker email = april.m.lasker@hud.gov C = U.S. O = U.S.
Department of Housing and Urban
Development OU = HUD
Date: 2024.08.27 12:12:12 -04'00'

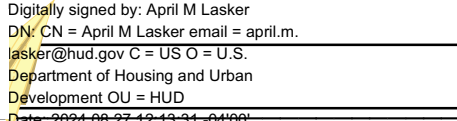
Signature of authorized representative

April M Lasker, Branch Chief

Name and official title of signatory (Print or Type)

Signature Page 4 of 4
Assignment, Assumption, and Amendment
of Section 8 Housing Assistance Payments Contract

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

By:  

Signature of authorized representative

April M Lasker, Branch Chief

Name and official title of signatory (Print or Type)

EXHIBIT A
(ORIGINAL HAP CONTRACT)

777115

DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

SECTION 8 HOUSING ASSISTANCE PAYMENTS PROGRAM
STATE HOUSING AGENCIES

PART I OF THE
HOUSING ASSISTANCE PAYMENTS CONTRACT

Type of Project: Constructed under 24 CFR Part 883, Subpart D with or without set-aside X or Processed under 24 CFR Part 880 or Part 881, Subparts C & D using set-aside _____

Small Project _____ or Partially-Assisted Project _____ or Other X
New Construction _____ or Substantial Rehabilitation X

Type of Financing: State Agency Tax Exempt Loan, not HUD Insured

[For example: subject to Part 811, HUD-insured; State agency tax exempt loan, not HUD-insured.]

ACC/HAP CONTRACT LIST NUMBER AND DATE: P-82-446 September 24, 1982

MASTER SECTION 8 ACC NUMBER: P-5512

DATE OF ACC PART I FOR THIS PROJECT: September 30, 1982

SECTION 8 PROJECT NUMBER: VA 36-H027-241

FHA PROJECT NUMBER (if applicable): N/A

HFA PROJECT NUMBER: 2.2.3.279

This Housing Assistance Payments Contract (Contract) is entered into by and between the Virginia Housing Development Authority (HFA) which is a State Housing Finance and/or Development Agency and a public housing agency as defined in the United States Housing Act of 1937, 42 U.S.C. 1437, et seq. (Act) and Hotel Danville Company

(Owner), and approved by the United States of America acting through the Department of Housing and Urban Development (HUD), pursuant to the Act and the Department of Housing and Urban Development Act, 42 U.S.C. 3531, et seq. The purpose of this Contract is to provide housing assistance payments on behalf of Eligible Families leasing decent, safe and sanitary units from the Owner.

1.1 SIGNIFICANT DATES AND OTHER ITEMS; CONTENTS AND SCOPE OF CONTRACT.

(a) Effective Date of Contract: See execution page(s), 19 .

(b) Fiscal Year. The ending date of each Fiscal Year shall be June 30 or December 31, as approved by HUD. [Insert March 31, June 30, September 30 or December 31, as approved by HUD.] The Fiscal Year for the project shall be the 12-month period ending on this date. However, the first Fiscal Year for the project is the period beginning with the effective date of the Contract and ending on the last day of the Fiscal Year which is not less than 12 months after the effective date. If the first Fiscal Year exceeds 12 months, the maximum total annual housing assistance payment in section 1.1(c) will be adjusted by the addition of the pro rata amount applicable to the period of operation in excess of 12 months.

- (c) Maximum Annual Contract Commitment. The maximum amount of the commitment for housing assistance payments under this Contract (see section 2.3) is \$955,152.00* per year. [Insert amount authorized under the ACC for housing assistance payments.] This amount may be increased or decreased by appropriate amendment in accordance with this Contract.
- (d) Statement of Services, Maintenance and Utilities Provided by the Owner. [This information may be made an additional Exhibit under paragraph (e).]

(1) Services and Maintenance:

The information required by this subparagraph 1.1(d) is contained in the approved Proposal attached to the Agreement to Enter Into Housing Assistance Payments Contract incorporated herein by reference as Exhibit 4.

(2) Equipment:

(3) Utilities:

(4) Other:

- (e) Contents of Contract. This Contract consists of Part I, Part II (except as indicated in section 1.4), and the following exhibits:

Exhibit 1: The schedule showing the number of units by size ("Contract Units") and their applicable rents ("Contract Rents").

Exhibit 2: Daily Debt Service. [This exhibit shall be added when necessary for purposes of section 2.4(d) of this Contract or section 2.3(f) of the Agreement.]

Exhibit 3: The Affirmative Fair Housing Marketing Plan, if applicable. See approved Proposal incorporated herein by reference as Exhibit 4.

Exhibit 4: The Agreement to Enter Into Housing Assistance Payments Contract (Agreement) and the approved Proposal attached thereto.

Exhibit 5: Project Description. See approved Proposal incorporated herein by reference as Exhibit 4.

Additional exhibits: [Specify additional exhibits, if any, such as Agreement for Completion, Statement of Services, Maintenance and Utilities provided by Owner. If none, insert "None."]

NONE

- (f) Percent of Units to be Leased to Very Low-Income Families. In the initial renting of the Contract Units, the minimum percentage of those units required to be leased to Very Low-Income Families (see section 2.8(c)(3)) shall be 30 percent.

*figure includes 1981 Financing Adjustment

- (g) Scope of Contract. This Contract, including the exhibits, whether attached or incorporated by reference, comprises the entire agreement between the Owner and the HFA with respect to the matters contained in it. Neither party is bound by any representations or agreements of any kind except as contained in this Contract, any applicable regulations, and agreements entered into in writing by the parties which are not inconsistent with this Contract.
- (h) Rights of Other Parties. Except as specifically provided in this Contract the parties hereto do not intend to give, vest or confer upon any party not executing this Contract any rights, entitlements, benefits or causes of action hereunder, nor shall this Contract be construed to give rise in any fashion to such rights, entitlements, benefits or causes of action.

1.2 TERM OF CONTRACT; OBLIGATION TO OPERATE PROJECT FOR FULL TERM.

- (a) Initial Term. The initial term of this Contract for any unit shall be 20 years, unless sooner terminated with the approval of HUD. The term shall commence with the effective date of this Contract for such unit.
- (b) Renewal Terms. The Contract may be renewed for additional terms of not more than five years each, as follows.

Renewal Term #1 5 years.

Renewal Term #2 5 years.

Renewal Term #3 0 years.

Renewal Term #4 0 years.

[Attach exhibit showing additional renewal terms, if necessary.] Renewals shall be automatic unless either party notifies the other in writing, no later than 60 days prior to the expiration of the current term, of its desire not to renew, and the other party agrees in writing that there shall be no renewal.

- (c) Maximum Total Term. The total Contract term for any unit, including all renewals, shall not exceed the shorter of (1) 30 years or (2) a period terminating on the date of the originally scheduled maturity date on the permanent financing. [Insert in (1) a number of years equal to the maximum anticipated number of years during which assistance payments will be made, consistent with HUD regulations and requirements.]
- (d) Staged Completion. If the project is completed in stages, the term shall be separately related to the units in each stage unless the HFA and the Owner agree that only the units in the first stage will be assisted for the maximum term of the Contract. However, the total Contract term for the units in all stages, beginning with the effective date of the Contract for the first stage, shall not exceed the total Contract term stated in paragraph (c), plus two years.
- (e) Obligation to Operate Project in Accordance with Contract. The Owner agrees to continue operation of the project in accordance with this Contract during the initial and any renewal terms. This does not preclude the parties from agreeing not to renew.

1.3 ANNUAL CONTRIBUTIONS CONTRACT.

- (a) Identification of Annual Contributions Contract (ACC). The HFA has entered into an ACC identified above with HUD for this project. Under the ACC, HUD agrees to provide financial assistance to the HFA pursuant to section of the U.S. Housing Act of 1937 for the purpose of making housing assistance payments. A copy of the ACC shall be provided upon request.

(d) 2.14. Flood Insurance. Applicability: All projects in special flood hazard areas. _____ X _____

(e) 2.15. Clean Air and Federal Water Pollution Control Acts. Applicability: All projects for which the total initial Contract Rents over the term of the Contract including all renewals exceed \$100,000. _____ X _____

WARNING: 18 U.S.C. 1001 provides, among other things, that whoever knowingly and willfully makes or uses a document or writing containing any false, fictitious, or fraudulent statement or entry, in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than \$10,000 or imprisoned for not more than five years, or both.

The Owner covenants and agrees that at least 20% of the units in the project will be maintained for individuals of low or moderate income (within the meaning of Section 167(k)(3)(B) of the Internal Revenue Code of 1954, as amended) for a period of at least 20 years.

Approved:

United States of America
Secretary of Housing and
Urban Development

OWNER Hotel Danville Company

By John L. Allen
* John L. Allen

General Partner
(Official Title)

Date 12.1.1983, 19

By _____
* _____
(Official Title)

Date _____, 19

HFA Virginia Housing Development Authority

By James T. Ritchie
* John Ritchie, Jr.
Executive Director

(Official Title)

Date _____, 19

[If the project is to be completed and accepted in stages, execution of the Contract with respect to the several stages appears on the following pages of this Contract.]

*Type name of signatory under signature line.

EXECUTION OF CONTRACT WITH RESPECT TO
CONTRACT UNITS COMPLETED AND ACCEPTED IN STAGES

Stage 1

This Contract is hereby executed with respect to the units described in Exhibit 1A.

EFFECTIVE DATE: The effective date of this Contract with respect to the units described in Exhibit 1A is January 1, 19 84.

APPROVED:

United States of America Secretary
of Housing & Urban Development

By Dexter W. Rigsbee

Authorized Agent

Official Title

Date JANUARY 19, 19 84

OWNER: Hotel Danville Company

By

John L. Allen
John L. Allen
General Partner
Official Title

Date 12/11/83, 19 83

HFA: VIRGINIA HOUSING DEVELOPMENT AUTHORITY

By

James F. Kelly
James F. Kelly, CPM
Director of Housing Management
Official Title

Date 12.14-, 19 83

NOTE: Type name of signatory under signature line.

EXECUTION OF CONTRACT WITH RESPECT TO
CONTRACT UNITS COMPLETED AND ACCEPTED IN STAGES

Stage 1

This Contract is hereby executed with respect to the units described in Exhibit 1A.

EFFECTIVE DATE: The effective date of this Contract with respect to the units described in Exhibit 1A is January 1, 19 84.

APPROVED:

United States of America Secretary
of Housing & Urban Development

By Dexter W. Ragsdale

Authorized Agent

Official Title

Date JANUARY 19, 19 84

OWNER: Hotel Danville Company

By

John L. Allen
John L. Allen
General Partner

Official Title

Date 12/1/83, 19

HFA: VIRGINIA HOUSING DEVELOPMENT AUTHORITY

By

James F. Kelly
James F. Kelly, CPM

Director of Housing Management

Official Title

Date 12.14-, 1983

NOTE: Type name of signatory under signature line.

EXHIBIT 1a
HOTEL DANVILLE

STAGE I

<u>No. of Units</u>	<u>Type of Units</u>	<u>Contract Rent</u>
56	1 BR	\$ 709
4	2 BR	865

AHMB

EXECUTION OF CONTRACT WITH RESPECT TO
CONTRACT UNITS COMPLETED AND ACCEPTED IN STAGES

Stage 2

This Contract is hereby executed with respect to the units described in Exhibit 1B.

EFFECTIVE DATE: The effective date of this Contract with respect to the units described in Exhibit 1B is January 27, 19 84.

APPROVED:

United States of America Secretary
of Housing & Urban Development

By *Debra W. Hughes*

Authorized Agent

Official Title

Date 2-15-84, 19 84

OWNER: Hotel Danville Company

By *John L. Allen*

John L. Allen

General Partner

Official Title

Date January 27, 19 84

HFA: VIRGINIA HOUSING DEVELOPMENT AUTHORITY

By *James F. Kelly*

James F. Kelly, CPM

Director of Housing Management

Official Title

Date January 27, 19 84

NOTE: Type name of signatory under signature line.

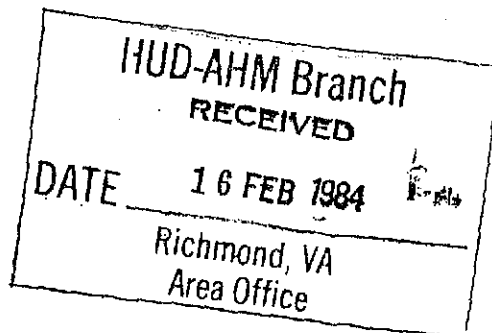


EXHIBIT 1b
HOTEL DANVILLE
DANVILLE, VIRGINIA
PROJECT NO. VA36-HO27-241

Stage II

<u>Unit Size</u>	<u>No. of Units</u>
1 BR	40
2 BR	5

RECEIVED

EXHIBIT 1

SCHEDULE OF CONTRACT UNITS AND CONTRACT RENTS¹

Number of Bedrooms	Number of Units ²	Household Type (elderly, non- elderly family, large nonelderly family)	Contract * Rent
1	87	Family	\$709
1	9	Handicap	\$709
2	7	Family	\$865
2	2	Handicap	\$865

*figures include 1981 Financing Adjustment

1/

This Exhibit must be completed and attached to the Contract at the time the Agreement is executed. It may, however, be amended in accordance with program rules before the Contract is executed. When Contract Rents are amended (e.g., at the time of an annual adjustment) this format should be used.

2/

If less than 100 percent of units in the project are covered by this Contract, identify the specific units to be leased at initial rent-up to eligible families. See section 2.8(c)(6).

EXHIBIT 2
DAILY DEBT SERVICE

<u>Bedroom Size</u>	<u>Number of Units</u>	<u>Daily Debt Service</u>
0	<u> </u>	\$ <u> </u>
1	<u>96</u>	\$ <u>18.53</u>
2	<u>9</u>	\$ <u>21.97</u>
3	<u> </u>	\$ <u> </u>
4	<u> </u>	\$ <u> </u>
5	<u> </u>	\$ <u> </u>

This information is used for computing assistance payments for vacant units under section 2.4(d).

DEPARTMENT OF HOUSING AND DEVELOPMENT
SECTION 8 HOUSING ASSISTANCE PAYMENTS PROGRAM
STATE HOUSING AGENCIES

PART II OF THE
HOUSING ASSISTANCE PAYMENTS CONTRACT

By and Between Virginia Housing Development Authority (HFA)
and Hotel Danville Company (Owner).

Check Type of Project: Constructed under Part 883,
Subpart D, With or Without Set-Aside X or Processed under Part 880 or
881, Subparts C & D,
Using Set-Aside _____
New Construction _____ or Substantial Rehabilitation X

SECTION 8 PROJECT NUMBER: VA 36-H027-241

FHA PROJECT NUMBER (if applicable): N/A

HFA PROJECT NUMBER: 2.2.3.279

2.1 OWNER'S WARRANTIES; AMENDMENTS.

- (a) Legal Capacity. The Owner warrants that it has the legal right to execute this Contract and to lease dwelling units covered by this Contract.
- (b) Completion of Work. The Owner warrants that the project as described in section 1.1 is in good tenantable condition and that the project has been completed in accordance with the terms and conditions of the Agreement to Enter into Housing Assistance Payments Contract (Agreement) or will be completed in accordance with the Agreement for Completion (see attached exhibit, where applicable). The Owner further warrants that it will remedy any defects or omissions covered by this warranty if called to its attention within 12 months of the effective date of this Contract. The Owner and the HFA agree that the continuation of this Contract shall be subject to the Owner meeting the requirements of the Agreement for Completion.

2.2 FAMILIES TO BE HOUSED; HFA ASSISTANCE.

- (a) Families To Be Housed. The Contract Units are to be leased by the Owner to eligible Lower-Income Families (Families) for occupancy by such Families solely as private dwellings and as their principal place of residence. (See also section 2.10.)
- (b) HFA Assistance.
- (1) The HFA hereby agrees to make housing assistance payments on behalf of Families for the Contract Units, to enable the Families to lease Decent, Safe, and Sanitary housing pursuant to section 8 of the Act.
- (2) If there is a Utility Allowance and if the Allowance exceeds the total Family contribution, the Owner shall pay the Family the amount of the excess. The HFA will pay funds to the Owner in trust solely for the purpose of making this payment. Any pledge by the Owner of payments properly payable under this Contract shall not be construed

to include payments covered by this paragraph (b)(2). (See 24 CFR 883.602(e).)

2.3 MAXIMUM HOUSING ASSISTANCE COMMITMENT; PROJECT ACCOUNT.

- (a) Maximum Annual Contract Commitment. Notwithstanding any other provisions of this Contract (other than paragraph (b) of this section) or any provisions of any other contract between the HFA and the Owner, the HFA shall not be obligated to make and shall not make any housing assistance payments under this Contract in excess of the amount identified in section 1.1(c). However, this amount may be reduced commensurately with any reduction in the number of Contract Units or in the Contract Rents or pursuant to any other provisions of this Contract (except reductions in Contract Rents pursuant to section 2.7(g)(2) to reflect lower than anticipated debt service).
- (b) Project Account.
 - (1) A project account will be established and maintained by HUD, consistent with its responsibilities under section 8(c)(6) of the Act, as a specifically identified and segregated account for the project. The account will be established and maintained in an amount determined by HUD, out of the amounts by which the Maximum ACC Commitment (exclusive of any Financing Cost Contingency) exceeds the amount actually paid out under the ACC each year. Payments will be made from this account for housing assistance payments (and fees for HFA administration, if appropriate) when needed to cover increases in Contract Rents or decreases in tenant rents and for other costs specifically approved by the Secretary.
 - (2) If funds are available in the project account, the maximum annual contribution otherwise payable for any fiscal year may be increased by the amount, if any, as may be required for increases reflected in the estimate of required annual contribution applicable to that fiscal year as approved by HUD in accordance with section 2.11 of the ACC.
 - (3) Whenever a HUD-approved estimate of the required Annual Contribution for a fiscal year exceeds the maximum ACC Commitment then in effect (exclusive of any Financing Cost Contingency) and would cause the amount in the project account to be less than 40 percent of the Maximum ACC Commitment, HUD will, within a reasonable period of time, take such additional steps authorized by section 8(c)(6) of the U.S. Housing Act of 1937 as may be necessary to assure that payments under the ACC and the Contract will be adequate to cover increases in Contract Rents and decreases in rents payable by tenants, including (as provided in that section of the Act) "the reservation of annual contributions authority for the purpose of amending housing assistance contracts, or the allocation of a portion of new authorizations for the purpose of amending housing assistance contracts."
 - (4) Any amount remaining in the account after payment of the last annual contribution with respect to the project shall be applied by HUD in accordance with law.

2.4 HOUSING ASSISTANCE PAYMENTS TO OWNERS.

- (a) Housing Assistance Payments on Behalf of Families.
 - (1) Housing assistance payments shall be paid to the Owner for units under lease for occupancy by Families in accordance with

the Contract. The housing assistance payment will cover the difference between the Contract Rent and that portion of the rent payable by the Family as determined in accordance with the HUD-established schedules and criteria.

- (2) The amount of housing assistance payment payable on behalf of a Family and the amount of rent payable by the Family shall be subject to change by reason of changes in Family Income, family composition, extent of exceptional medical or other unusual expenses or program rules in accordance with the HUD-established schedules and criteria; or by reason of a change in any applicable Utility Allowance approved or required by the HFA. Any such change shall be effective as of the date stated in a notification of the change to the Family, which need not be at the end of the Lease term.
- (b) Vacancies During Rent-up. If a Contract Unit is not leased as of the effective date of the Contract, the Owner is entitled to housing assistance payments in the amount of 80 percent of the Contract Rent for the unit for a vacancy period not exceeding 60 days from the effective date of the Contract, provided that the Owner (1) commenced marketing and otherwise complied with section 2.2(d) of the Agreement, (2) has taken and continues to take all feasible actions to fill the vacancy, including, but not limited to, contacting applicants on its waiting list, if any, requesting the HFA and other appropriate sources to refer eligible applicants, and advertising the availability of the unit in a manner specifically designed to reach eligible families, and (3) has not rejected any eligible applicant, except for good cause acceptable to the HFA.
- (c) Vacancies after Rent-up. If an eligible family vacates a unit, the Owner is entitled to housing assistance payments in the amount of 80 percent of the Contract Rent for the first 60 days of vacancy if the Owner:
- (1) Certifies that it did not cause the vacancy by violating the lease, the Contract or any applicable law or by moving a Family to another unit;
 - (2) Notified the HFA of the vacancy or prospective vacancy and the reasons for it immediately upon learning of the vacancy or prospective vacancy;
 - (3) Has fulfilled and continues to fulfill the requirements specified in the last sentence of section 2.2(d)(1) of the Agreement and paragraphs (b)(2) and (3) of this section; and
 - (4) Certifies that any eviction resulting in a vacancy was carried out in compliance with section 2.9.
- (d) Vacancies for Longer than 60 Days. If an assisted unit continues to be vacant after the period specified in paragraph (b) or (c) of this section, the Owner may apply to receive additional payments for the vacancy period in an amount equal to the principal and interest payments required to amortize that portion of the debt service attributable to the vacant unit (see Exhibit 2) for up to 12 additional months for the unit if:
- (1) The unit was in decent, safe and sanitary condition during the vacancy period for which payments are claimed;
 - (2) The Owner has fulfilled and continues to fulfill the requirements specified in paragraph (b) or (c) of this section, as appropriate; and

(3) The Owner and the HFA have demonstrated to the satisfaction of HUD that:

- (i) For the period of vacancy, the project is not providing the Owner with revenues at least equal to project expenses (exclusive of depreciation), and the amount of payments requested is not more than the portion of the deficiency attributable to the vacant unit, and
- (ii) The project can achieve financial soundness within a reasonable time.

(e) Prohibition of Double Compensation for Vacancies. The Owner is not entitled to payments for vacant units to the extent it can collect for vacancy from other sources (such as security deposits, other amounts collected from the Family, payments from the HFA under section 2.8(b), and governmental payments under other programs). If the Owner collects any of the Family's share of the rent for a vacancy period in an amount which, when added to the vacancy payment, results in more than the Contract Rent, the excess must be reimbursed as the HFA directs.

(f) HFA Not Obligated for Family Rent. The HFA has not assumed any obligation for the amount of rent payable by any Family or the satisfaction of any claim by the Owner against any Family other than in accordance with section 2.8(b) of this Contract. The financial obligation of the HFA is limited to making housing assistance payments on behalf of Families in accordance with this Contract.

(g) Owner's Monthly Requests for Payments.

- (1) The Owner shall submit monthly requests to the HFA or as directed by the HFA for housing assistance payments. Each request shall set forth: (i) the name of each Family and the address and/or number of the unit leased by the Family; (ii) the address and/or number of each unit, if any, not leased to Families for which the Owner is claiming payments; (iii) the Contract Rent as set forth in Exhibit 1 for each unit for which the Owner is claiming payments; (iv) the amount of rent payable by the Family leasing the unit (or, where applicable, the amount to be paid the Family in accordance with section 2.2(b)(2)); and (v) the total amount of housing assistance payments requested by the Owner.
- (2) Each of the Owner's monthly requests shall contain a certification by it that to the best of its knowledge and belief (i) the dwelling units are in decent, safe, and sanitary condition, (ii) all the other facts and data on which the request for funds is based are true and correct, (iii) the amount requested has been calculated in accordance with the provisions of this Contract and is payable under the Contract, (iv) none of the amount claimed has been previously claimed or paid under this Contract, and (v) the Owner has not received and will not receive any payments or other considerations from the Family, the HFA, HUD, or any other public or private source for the unit beyond that authorized in this Contract and the lease.
- (3) If the Owner has received an excessive payment, the HFA in addition to any other rights to recovery, may deduct the amount from any subsequent payment or payments.

- (4) The Owner's monthly requests for housing assistance payments are subject to penalty under 18 U.S.C. 1001, which provides, among other things, that whoever knowingly and willfully makes or uses a document or writing containing any false, fictitious, or fraudulent statement or entry, in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than \$10,000 or imprisoned for not more than five years, or both.

(h) Recoupment of Savings in Financing Cost.

- (1) If interim financing is continued after the first year of the term of the Contract and the debt service of the interim financing for any period of three months after the first year is less than the anticipated debt service under the permanent financing on which the Contract Rents were based, an appropriate amount reflecting the savings will be credited by HUD to the Project Account and withheld by the HFA from housing assistance payments payable to the Owner. If during the course of the same year there is any period of three months in which the debt service of the interim financing is greater than anticipated under the permanent financing, an adjustment will be made so that only the net amount of savings in debt service for the year is credited by HUD to the project account and withheld by the HFA from the Owner. No increased payments will be made to the Owner for any net excess for the year of the actual interim debt service over the anticipated debt service under the permanent financing. Nothing in this paragraph will be construed as requiring a permanent reduction in the Contract Rents or precluding adjustments of Contract Rents in accordance with section 2.7.
- (2) The computation and recoupment under this paragraph may be made on an annual, quarterly or other periodic basis, but no later than as of the end of each fiscal year. However, if recoupment is to be made less often than quarterly, the amounts of recoupment shall be computed on at least a quarterly basis and funds shall be deposited in a special account from which withdrawals may be made only with the authorization of the HFA. The manner of computing the amount of recoupment shall be as follows:
- (i) Determine the amount by which the debt service for the interim financing for the period is less than the anticipated debt service under the permanent financing on which the Contract Rents were based;
 - (ii) Determine what percentage the amount found under paragraph (h)(2)(i) is of the aggregate Contract Rents for all Contract Units for the period;
 - (iii) Apply the percentage found in paragraph (h)(2)(ii) to the aggregate Contract Rents for those Contract Units included in the Owner's claims for payments for the period; and
 - (iv) The amount found in paragraph (h)(2)(iii) shall be credited to the project account and withheld from the next housing assistance payment(s) to the Owner.

- (1) Payments to Trustee by HFA. (See section 1.4 for applicability of this paragraph.) The amount of the housing assistance payment determined in accordance with the provisions of this Contract, up to the amount of the mortgage repayments due the HFA from the Owner pursuant to the mortgage loan made by the HFA for the project, shall be credited to the Owner and transferred monthly by the HFA from the account maintained under the General Depositary Agreement pursuant to the ACC to the trustee under the note or bond resolution of the HFA under which the notes or bonds to provide the mortgage loan were issued. Any amount of the housing assistance payment in excess of such credit shall be paid by the HFA directly to the Owner.

2.5 MAINTENANCE, OPERATION AND INSPECTION.

- (a) Maintenance and Operation. The Owner agrees to maintain and operate the Contract Units, unassisted units, if any, and related facilities to provide Decent, Safe, and Sanitary housing including the provisions of all the services, maintenance and utilities set forth in section 1.1(d) or (e). The Owner also agrees to comply with the lead-based paint regulations at 24 CFR Part 35. If the HFA determines that the Owner is not meeting one or more of these obligations, the HFA shall have the right to take action under section 2.21(b).
- (b) Inspection.
- (1) Prior to occupancy of any Contract Unit by a Family, the Owner and the Family shall inspect the unit and both shall certify, on forms prescribed or approved by the HFA, that they have inspected the unit and have determined it to be Decent, Safe, and Sanitary in accordance with the criteria provided in the forms. The Owner shall keep copies of these reports on file for at least three years.
- (2) The HFA shall inspect or cause to be inspected the Contract Units and related facilities at least annually and at such other times (including prior to initial occupancy and reentering of any unit) as may be necessary to assure that the Owner is meeting its obligation to maintain the units in Decent, Safe, and Sanitary condition including the provision of the agreed-upon utilities and other services. The HFA shall take into account complaints by occupants and any other information coming to its attention in scheduling inspections and shall notify the Owner and the Family of its determination.
- (c) Units Not Decent, Safe, and Sanitary. If the HFA notifies the Owner that it has failed to maintain a dwelling unit in Decent, Safe, and Sanitary condition and the Owner fails to take corrective action within the time prescribed in the notice, the HFA may exercise any of its rights or remedies under the Contract, including reduction or suspension of housing assistance payments, even if the Family continues to occupy the unit. If, however, the Family wishes to be rehoused in another dwelling unit with Section 8 assistance and the HFA does not have other section 8 funds for such purposes, the HFA may use the abated housing assistance payments for the purpose of rehousing the Family in another dwelling unit. If the Family continues to occupy the unit, it will do so in accordance with the terms of its lease, including the termination date and amount of rent payable by the Family.
- (d) Notification of Abatement. Any reduction or suspension of housing assistance payments shall be effective as provided in written notification to the Owner. The Owner shall promptly notify the Family of any such abatement.

- (e) Overcrowded and Underoccupied Units. Where the HFA determines a unit is larger or smaller than appropriate for an eligible family, the Owner agrees to correct the situation in accordance with HUD regulations and requirements in effect at the time of the determination.

2.6 FINANCIAL REQUIREMENTS.

(a) Submission of Financial and Operating Statements.

The Owner must submit to the HFA:

- (1) Within 60 days after the end of each fiscal year of the project, financial statements for the project audited by an Independent Public Accountant in a form approved by HUD, and
- (2) Other statements as to project operation, financial conditions and occupancy as the HFA may require pertinent to administration of the Contract and monitoring of project operations.

(b) HFA Financial Records. The HFA agrees to keep copies of annual financial statements for 3 years and make them available to HUD upon request.

(c) Use of Project Funds. (Not applicable to Partially Assisted Projects.)

- (1) Project funds must be used for the benefit of the project, to make mortgage payments, to pay operating expenses, to make required deposits to the replacement reserve in accordance with paragraph (d) of this section and to provide distributions to the Owner as provided in paragraph (e). To the extent the HFA determines that project funds are more than needed for these purposes, the surplus project funds must be deposited with the HFA, mortgagee or other HFA-approved depository in an interest-bearing account. Withdrawals from this account will be made only with the approval of the HFA and for project purposes, including the reduction of housing assistance payments. Upon termination of the Contract, any excess funds must be remitted to HUD.
- (2) In the case of HUD-insured projects, the provisions of this paragraph (c) will apply instead of the otherwise applicable mortgage insurance requirements, except in the case of partially assisted, insured projects which are subject to the applicable mortgage insurance requirements.

(d) Replacement Reserve. (The HFA may exempt Partially-Assisted Projects constructed under Part 883, Subpart D from this paragraph. All other Partially-Assisted Projects are exempt from this paragraph.)

- (1) The Owner shall establish and maintain, at the direction of the HFA, a replacement reserve in an interest-bearing account to aid in funding extraordinary maintenance and repair and replacement of capital items. The account shall be established and maintained in a manner consistent with Section 883.703.
 - (i) The obligation of the Owner to deposit into the replacement reserve shall commence upon the effective date of the Contract. For staged projects, the obligation shall commence on a pro rata basis for units in each stage upon the effective date of the Contract for that stage. For projects constructed under Part 883, Subpart D, the amount of this deposit may be adjusted each year by up to the amount of the automatic annual adjustment factor, as required by the HFA. For all other projects, this amount must be adjusted each year by the amount of the automatic annual adjustment factor.

- (ii) The reserve must be built up to and maintained at a level determined by the HFA to be sufficient to meet projected requirements. Should the reserve achieve that level, the rate of deposit to the reserve may be reduced with the approval of the HFA.
- (iii) Funds will be held by the HFA, mortgagee or trustee for the bondholders, as determined by the HFA, and may be drawn from the reserve and used only in accordance with HFA guidelines and with the approval of, or as directed by, the HFA.
- (2) In the case of HUD-insured projects, the provisions of this paragraph (d) will apply instead of the otherwise applicable mortgage insurance requirements, except in the case of partially-assisted, insured projects which are subject to the applicable mortgage insurance requirements.
- (e) Limitation on Distributions. (Paragraphs (e)(2)-(4) are not applicable to Small or Partially Assisted Projects.)
 - (1) Nonprofit owners are not entitled to distributions of project funds.
 - (2) For the life of the Contract, project funds may only be distributed to profit-motivated owners at the end of each fiscal year of project operation following the effective date of the Contract after all project expenses have been paid, or funds have been set aside for payment, and all reserve requirements have been met. The first year's distribution may not be made until cost certification, where applicable, has been submitted to HUD. The HFA may permit distributions which do not exceed the following maximum returns:
 - (i) For projects for elderly families, the first year's distribution will be limited to 6 percent on equity. HUD may provide for increases in subsequent years' distributions in accordance with applicable HUD regulations.
 - (ii) For projects for nonelderly families, the first year's distribution will be limited to 10 percent on equity. HUD may provide for increases in subsequent years' distributions in accordance with applicable HUD regulations.
 - (3) For the purpose of determining the allowable distribution, an Owner's equity investment shall be computed in accordance with applicable HUD regulations.
 - (4) Any short-fall in return may be made up from surplus project funds (see paragraph (c)(1)) if permitted by the HFA in future years in accordance with HFA requirements.
 - (5) In the case of HUD-insured projects, the provisions of this section will apply instead of the otherwise applicable mortgage insurance program regulations, except in the case of small and partially-assisted, insured projects which are subject to the applicable mortgage insurance regulations.

- (a) Funding of Adjustments. Housing assistance payments will be made in amounts commensurate with Contract Rent adjustments under this section up to the maximum amount authorized under section 2.3(a) of this Contract.
- (b) Annual Adjustments.
- (1) Upon request from the Owner to the HFA Contract Rents will be adjusted on the anniversary date of the Contract in accordance with 24 CFR Part 888 and this Contract. See, however, paragraph (d).
 - (2) Contract Rents may be adjusted upward or downward, as may be appropriate; however, in no case shall the annual adjustment result in Contract Rents less than the Contract Rents on the effective date of the Contract.
- (c) Special Additional Adjustments. Special additional adjustments shall be granted, to the extent determined necessary by the HFA and HUD, to reflect increases in the actual and necessary expenses of owning and maintaining the Contract Units which have resulted from substantial general increases in real property taxes, utility rates, assessments, and utilities not covered by regulated rates. The Owner must demonstrate that such general increases have caused increases in the Owner's operating costs which are not adequately compensated for by annual adjustments. The Owner shall submit to the HFA supporting data, financial statements and certifications which clearly support the increase. See, however, paragraph (d).
- (d) Overall Limitation. Notwithstanding any other provision of this Contract, adjustments after Contract execution or cost certification, where applicable, shall not result in material differences between the rents charged for assisted and comparable unassisted units, as determined by the HFA (and approved by HUD, in the case of adjustments under paragraph (c)); except to the extent that the differences existed with respect to the Contract Rents set at Contract execution or cost certification, where applicable.
- (e) Incorporation of Rent Adjustment. Any adjustment in Contract Rents shall be incorporated into Exhibit 1 by a dated addendum to the exhibit establishing the effective date of the adjustment.
- (f) Adjustment of Contract Rents based on Cost Certification.
(See section 1.4 for applicability of this paragraph.)
- (1) Submission by Owner. Within 90 days following the execution of the Contract (or execution of the Contract for the last stage of the project), the Owner must submit to the HFA a certification of cost. HFA may grant to the Owner two successive 90 day extensions for good cause for the submission of the cost certification. After each extension, HFA shall notify HUD of such extension and the bases for it. The Owner's cost certification must be consistent with HUD requirements and be supported by the unqualified opinion of an Independent Public Accountant.
 - (2) HFA Certification. Within 15 days of acceptance by the HFA of the Owner's cost certification, the HFA must certify to HUD that it has reviewed and approved the certified cost submitted by the Owner and must submit, with its certification, a summary of the Owner's cost certification. The HFA may impose its own cost certification requirements in addition to any required by HUD.

- (3) Reduction of Contract Rents. If the approved cost shown on the HFA certification is less than the cost estimates accepted by HUD in the Proposal, the Contract Rents will be reduced accordingly.
- (4) Reduction of Maximum ACC Commitment. If the Contract Rents are reduced pursuant to paragraph (f)(3) of this section, the Maximum ACC Commitment and the maximum annual Contract commitment will be reduced. If Contract Rents are reduced based on certification after Contract execution, any overpayment since the effective date of the Contract will be recovered from the Owner by the HFA and returned to HUD.
- (g) Adjustment of Contract Rents to Reflect Actual Cost of Tax Exempt Obligations for Permanent Financing Issued by an HFA. (See section 1.4 for applicability of this paragraph.)
- (1) HFA Certification. After the project is permanently financed, the HFA shall submit a certification to HUD specifying the actual financing terms.
- (2) Reduction of Contract Rents. If the actual debt service to the Owner under the permanent financing is lower than the anticipated debt service on which the Contract Rents are based, due to lower interest rates or to a longer term on the permanent financing, the initial Contract Rents, or the Contract Rents then in effect, must be reduced commensurately and the amount of the savings credited to the project account.
- (3) "Financing Adjustment. The Contract Rents stated in Exhibit 1 were approved for processing pursuant to the Memorandum entitled 1981 Financing Adjustment. These Contract Rents shall be increased or decreased pursuant to that Memorandum, in an amount corresponding to the actual terms of permanent financing, up to a debt service rate corresponding to an interest rate of 12 percent. Any increase is subject to availability of contract and budget authority. In the event of a refunding of the bonds issued to finance the project, the Owner agrees to a reduction in Contract Rents commensurate with the resulting decrease in mortgage debt service, and agrees that HUD may make a corresponding reduction in contract and budget authority for the project."
- (4) Increase in Maximum Annual Commitment. If the Contract Rents have been increased in accordance with paragraph (g)(3) of this section, the Maximum ACC Commitment and the maximum annual Contract commitment shall be increased commensurately.
- (h) Adjustment of Contract Rents Due to Property Tax Exemption or Similar Savings. The Contract Rents may be reduced to reflect real property tax exemption or similar savings where the initial Contract Rents were approved on the assumption that the project would not receive the benefit of tax abatement or similar savings. The Owner agrees to notify the HFA in the event such a project begins to receive such an exemption or similar savings so that the initial Contract Rents or the Contract Rents then in effect may be reduced.

2.8 MARKETING AND LEASING OF UNITS.

- (a) Compliance with Equal Opportunity Requirements. Marketing of units and selection of Families by the Owner shall be in accordance with the Owner's HUD-approved Affirmative Fair Housing Marketing Plan (if required), shown as Exhibit 3, and with all regulations relating to fair housing advertising. Projects shall be managed and operated without regard to race, color, religion, creed, sex, handicap, or national origin.
- (b) Security Deposits. The Owner agrees to comply with the Part 883 regulations and requirements, as revised from time to time, regarding security deposits and to comply with all State and local law.
- (c) Eligibility, Selection and Admission of Families.
 - (1) The Owner shall be responsible for determination of eligibility of applicants, selection of families from among those determined to be eligible, computation of the amount of housing assistance payments on behalf of each selected Family and of total Family contributions and recordkeeping in accordance with applicable HUD regulations and requirements.
 - (2) The Owner shall not charge any applicant or assisted Family any amount in excess of the total Family contribution except as authorized by HUD.
 - (3) In the initial renting of the Contract Units, the Owner must lease at least that percentage of those units stated in section 1.1(h) to Very Low-Income Families (determined in accordance with HUD-established schedules and criteria). Thereafter the Owner shall exercise best efforts to maintain (or achieve and maintain) at least that percentage of occupancy of the Contract Units by Very Low-Income Families. In addition, at all times, the HFA will use its best efforts to achieve leasing by Owners to Families with a range of incomes so that the average of incomes of all Families in occupancy is at or above 40 percent of the median income in the area.
 - (4) The Lease entered into between the Owner and each selected Family shall be on the form of Lease approved by the HFA and be consistent with HUD regulations and requirements.
 - (5) (i) The Owner shall make a reexamination of Family income, composition, and the extent of medical or other unusual expenses incurred by the Family at least as often as required by HUD regulations or other requirements, and appropriate redeterminations shall be made by the Owner of the amount of Family contribution and the amount of housing assistance payment, all in accordance with applicable regulations and requirements.
 - (ii) If a Family reports a change in income or other circumstances that would result in a decrease of total Family contribution between regularly scheduled reexaminations, the Owner, upon receipt of verification of the change, must promptly make appropriate adjustments in the total Family contribution. The Owner may require in its lease that Families report increases in income or other changes between scheduled reexaminations.
 - (iii) In connection with any reexamination, the Owner shall determine what percentage of Families in occupancy are Very Low-Income Families and what the average Family income is.

if there are fewer than the agreed percentage of Very Low-Income Families in occupancy, or the average income is below 40 percent of the median, the Owner shall report the fact to the HFA and shall adopt appropriate changes in its admission policies.

- (iv) A Family's eligibility for housing assistance payments continues until its total Family contribution equals the total housing expense for the unit it occupies. The termination of eligibility at this point will not affect the Family's other rights under the lease nor preclude resumption of payments as a result of later changes in income or other circumstances during the term of this Contract.
- (6) Where fewer than 100 percent of the units in the project are covered by this Contract, Families shall be dispersed throughout. At initial rent-up, the Owner shall lease the units identified in Exhibit 1 to eligible families. Thereafter, the Owner may lease other units of appropriate size and type to eligible Families in accordance with Exhibit 1. For projects with units for both elderly and non-elderly Families, the respective family types may be grouped together.
- (7) The Owner shall maintain as confidential all information relating to section 8 applicants and assisted Families, the disclosure of which would constitute an unwarranted invasion of personal privacy.
- (d) Rent Redetermination after Adjustment in Utility Allowance. In the event that the Owner is notified of a HFA determination approving or requiring an adjustment in the Utility Allowance applicable to any of the Contract Units, the Owner shall promptly make a corresponding adjustment in the amount of rent to be paid by the affected Families and the amount of housing assistance payments.
- (e) Processing of Applications and Complaints. The Owner shall process applications for admission, notifications to applicants, and complaints by applicants in accordance with applicable HUD and HFA regulations and requirements and shall maintain records and furnish such copies or other information as may be required by HUD or the HFA.
- (f) Review; Incorrect Payments. In making housing assistance payments to Owners, the HFA or HUD will review the Owner's determinations under this section. If as a result of this review, or other reviews, audits or information received by the HFA or HUD at any time, it is determined that the Owner has received improper or excessive housing assistance payments, the HFA or HUD shall have the right to deduct the amount of such overpayments from any amounts otherwise due the Owner, or otherwise effect recovery.

2.9 TERMINATION OF TENANCY OR SECTION 8 ASSISTANCE BY THE OWNER.

The Owner agrees not to terminate any tenancy of or assistance on behalf of an assisted Family except in accordance with all HUD regulations and other requirements in effect at the time of termination, and any State and local law.

2.10 REDUCTION OF NUMBER OF UNITS FOR FAILURE TO LEASE TO ELIGIBLE FAMILIES.

- (a) Limitation on Leasing to Ineligible Families. The Owner may not at any time during the term of this Contract lease more than 10 percent of the assisted units in the project to families which are ineligible under section 8 requirements at initial occupancy without the prior approval of HUD and the HFA. Failure on the part of the Owner to

comply with this prohibition is a violation of the Contract and grounds for all available legal remedies, including specific performance of the Contract, suspension or debarment from HUD programs and reduction of the number of units under the Contract, as set forth in paragraph (b) of this section. (See also section 2.21.)

- (b) Reduction for Failure to Lease to Eligible Families. If, at any time, beginning six months after the effective date of the Contract, the Owner fails for a continuous period of six months to have at least 90 percent of the assisted units leased or available for leasing by families eligible under section 8 requirements at initial occupancy, the HFA and HUD may, upon at least 30 days' notice, reduce the number of units to the number of units actually leased or available for leasing, plus 10 percent (rounded up). This reduction, however, will not be made if the failure to lease units to eligible families is permitted in writing by the HFA and HUD under paragraph (a) of this section.
- (c) Restoration. HUD will agree to an amendment of the ACC and the HFA may agree to amendment of the Contract to provide for subsequent restoration of any reduction made pursuant to paragraph (b) of this section if:
 - (1) HUD and the HFA determine that the restoration is justified by demand,
 - (2) The Owner otherwise has a record of compliance with its obligations under the Contract, and
 - (3) Contract authority is available. (HUD will take such steps authorized by section 8(c)(6) of the Act as may be necessary to carry out its agreement.)

2.11 NONDISCRIMINATION.

- (a) General. The Owner shall not in the selection of Families, in the provision of services, or in any other manner, discriminate against any person on the grounds of race, color, creed, religion, sex, national origin, or handicap.
- (b) Members of Certain Classes. The Owner shall not automatically exclude anyone from participation in, or deny anyone the benefits of, the Housing Assistance Payments Program because of membership in a class, such as unmarried mothers, recipients of public assistance, handicapped persons.
- (c) Title VIII of the Civil Rights Act of 1968. The Owner shall comply with all requirements imposed by Title VIII of the Civil Rights Act of 1968, which prohibits discrimination in the sale, rental, financing and advertising of housing on the basis of race, color, religion, sex, or national origin, and any related rules and regulations.
- (d) Title VI of the Civil Rights Act of 1964 and Executive Order 11063. The Owner shall comply with all requirements imposed by Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, et seq.; the HUD regulations issued thereunder, 24 CFR, Subtitle A, Part 1; the HUD requirements pursuant to these regulations; and Executive Order 11063 and any regulations and requirements issued thereunder, to the end that, in accordance with that Act, Executive Order 11063, and the regulations and

requirements of HUD, no person in the United States shall, on the grounds of race, color, creed, or national origin, be excluded from participation in, or be denied the benefits of, the Housing Assistance Payments Program, or be otherwise subjected to discrimination. This provision is included pursuant to the regulations of HUD, 24 CFR, Subtitle A, Part 1 issued under Title VI of the Civil Rights Act of 1964, HUD regulations issued pursuant to Executive Order 11063 and the HUD requirements pursuant to the regulations. The obligation of the Owner to comply therewith insures to the benefit of the United States of America, HUD, and the HFA, any of which shall be entitled to invoke any remedies available by law to redress any breach or to compel compliance by the Owner.

- (e) Section 504 of the Rehabilitation Act of 1973. The Owner shall comply with all the requirements imposed by section 504 of the Rehabilitation Act of 1973, as amended, and any applicable rules and regulations. Section 504 provides that no otherwise qualified handicapped person shall, solely by reason of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity receiving Federal financial assistance.

(f) Employees of Owner.

- (1) In carrying out the obligations under this Contract, the Owner will not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, handicap or national origin. The Owner will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, creed, religion, sex, handicap or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- (2) The Owner agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by HUD setting forth the provisions of this nondiscrimination clause. The Owner will in all solicitations or advertisements for employees placed by or on behalf of the Owner state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, handicap or national origin. The Owner will incorporate the foregoing requirements of this paragraph in all of its contracts for project work, except contracts for standard commercial supplies or raw materials, and will require all of its contractors for such work to incorporate such requirements in all subcontracts for project work.

- (g) Age Discrimination Act of 1975. The Owner shall comply with any rules and regulations issued or adopted by HUD under the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age in programs and activities receiving Federal financial assistance.

2.12 COOPERATION IN EQUAL OPPORTUNITY COMPLIANCE REVIEWS.

The Owner and the HFA agree to cooperate with HUD in the conducting of compliance reviews and complaint investigations pursuant to or permitted by all applicable civil rights statutes, Executive Orders, and rules and regulations.

2.13 TRAINING, EMPLOYMENT AND CONTRACTING OPPORTUNITIES FOR BUSINESSES AND LOWER INCOME PERSONS. (See section 1.4 for applicability of this section.)

- (a) The project assisted under this Contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given lower-income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the area of the project.
- (b) Notwithstanding any other provision of this Contract, the Owner shall carry out the provisions of section 3 and the regulations issued by HUD as set forth in 24 CFR, Part 135, and all applicable rules and orders of HUD issued thereunder prior to the execution of this Contract. The requirements of the regulations include, but are not limited to, development and implementation of an affirmative action plan for utilizing business concerns located within, or owned in substantial part by persons residing in, the area of the project; the making of a good faith effort, as defined by the regulations, to provide training, employment, and business opportunities required by section 3; and incorporation of the "section 3 clause" specified by section 135.20(b) of the regulations and paragraph (d) of this section in all contracts for work in connection with the project. The Owner certifies and agrees that it is under no contractual or other disability which would prevent it from complying with these requirements.
- (c) Compliance with the provisions of section 3, the regulations set forth in 24 CFR, Part 135, and all applicable rules and orders issued by HUD thereunder prior to execution of this Contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the Owner, its contractors and subcontractors, its successors and assigns. Failure to fulfill these requirements shall subject the Owner, its contractors and subcontractors, its successors, and assigns to the sanctions specified by this Contract, and to such sanctions as are specified by 24 CFR, Section 135.135.
- (d) The Owner shall incorporate or cause to be incorporated into any contract or subcontract for work pursuant to this Agreement in excess of \$50,000 cost, the following clause:

EMPLOYMENT OF PROJECT AREA RESIDENTS AND CONTRACTORS

- "A The work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given lower-income residents of the project area, and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the area of the project.
- "B The parties to this Contract will comply with the provisions of section 3 and the regulations issued pursuant thereto by HUD as set forth in 24 CFR, Part 135, and all applicable rules and orders of HUD issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

"C The contractor will send each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the labor organization or workers' representative of his commitments under this section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

"D The contractor will include this section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon finding that the subcontractor is in violation of regulations issued by HUD, 24 CFR, Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR, Part 135, and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

"E Compliance with the provisions of section 3; the regulations set forth in 24 CFR, Part 135, and all applicable rules and orders of HUD issued thereunder prior to the execution of the Housing Assistance Payments Contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the Owner, its contractors and subcontractors, its successors, and assigns. Failure to fulfill these requirements shall subject the Owner, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the Housing Assistance Payments Contract, and to such sanctions as are specified by 24 CFR, Section 135.135."

(e) The Owner agrees that it will be bound by the above section 3 clause with respect to its own employment practices when it participates in federally assisted work.

2.14 FLOOD INSURANCE. (See section 1.4 for applicability.)

The Owner agrees that the project will be covered, during its anticipated economic or useful life, by flood insurance in an amount at least equal to its development or project cost (less estimated land cost) or to the maximum limit of coverage made available with respect to the particular type of property under the National Flood Insurance Act of 1968, whichever is less.

2.15 CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT. (See section 1.4 for applicability of this section.)

In compliance with regulations issued by the Environmental Protection Agency ("EPA"), 40 CFR, Part 15, pursuant to the Clean Air Act, as amended ("Air Act"), 42 U.S.C. 7401, et seq., the Federal Water Pollution Control Act, as amended ("Water Act"), 33 U.S.C. 1251, et seq., and Executive Order 11738, the Owner agrees:

- (a) Not to utilize any facility in the performance of this Contract or any nonexempt subcontractor which is listed on the EPA List of Violating Facilities pursuant to section 15.20 of the regulations;
- (b) Promptly to notify the HFA of the receipt of any communication from the EPA indicating that a facility to be utilized for the Contract is under consideration to be listed on the EPA List of Violating Facilities;
- (c) To comply with all the requirements of section 114 of the Air Act and section 308 of the Water Act relating to inspection, monitoring, entry,

reports, and information, as well as all other requirements specified in section 114 of the Air Act and section 308 of the Water Act, and all regulations and guidelines issued thereunder; and

- (d) To include or cause to be included the provisions of this Contract in every nonexempt subcontract and take such action as HUD may direct as a means of enforcing such provisions.

2.16 REPORTS AND ACCESS TO PREMISES AND RECORDS.

- (a) The Owner shall furnish any information and reports pertinent to this Contract as reasonably may be required from time to time by the HFA or HUD.
- (b) The Owner shall permit the HFA or HUD or any of their duly authorized representatives to have access to the premises and, for the purpose of audit and examination, to have access to any books, documents, papers and records of the Owner that are pertinent to compliance with this Contract, including the verification of information pertinent to the housing assistance payments.

2.17 DISPUTES.

- (a) Any dispute concerning a question of fact arising under this Contract which cannot be resolved by the HFA and the Owner may be submitted by either party to the HUD Field Office which will promptly make a decision and furnish a written copy to the Owner and the HFA.
- (b) The decision of the Field Office will not be reviewable unless, within 30 calendar days from the date of receipt of the Field Office's determination, either party mails or otherwise furnishes to HUD a written appeal with written justification addressed to the Secretary of Housing and Urban Development. Both parties shall proceed diligently with the performance of the Contract and in accordance with the decision of the Field Office pending resolution of the appeal.

2.18 INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES OF HFA OR PUBLIC HOUSING AGENCY (PHA), MEMBERS OF LOCAL GOVERNING BODY, OR OTHER PUBLIC OFFICIALS.

- (a) No person or entity in the following classes shall have an interest, direct or indirect, in this Contract or in any proceeds or benefits arising from it, during his or her tenure or for one year thereafter.
 - (1) any member or officer of the HFA or PHA (if the PHA is the Owner), except where his or her interest is as tenant;
 - (2) (i) any employee of the HFA or PHA (if the PHA is the Owner), who formulates policy or influences decisions with respect to the section 8 project;
 - (ii) any other employee of the HFA or PHA (if the PHA is the Owner), except where his or her interest is as a tenant;
 - (3) any member of the governing body or the executive officer of the locality (city or county) in which the project is situated;
 - (4) any other State or local public official (including State legislators), who exercises any functions or responsibilities with respect to the section 8 project;

- (5) any other HFA or PHA, where any of its members, officers, or employees has a personal interest in the project, including an interest by reason of membership on the board of the HFA under this Contract (except an employee who does not formulate policy or influence decisions with respect to the section 8 project may have an interest as a tenant).
- (b) If any member of the classes described in paragraph (a) involuntarily acquires an interest in the section 8 program or in a section 8 project, or had acquired prior to the beginning of his or her tenure any such interest, and if such interest is immediately disclosed to the HFA and the disclosure is entered upon the minutes of the HFA, the HFA, with the prior approval of the HUD Field Office, may waive the prohibition contained in this section. Any other requests for waivers of paragraph (a) must be referred to the HUD Headquarters, with appropriate recommendations from the Field Office, for a determination of whether a waiver will be granted.
- (c) No person to whom a waiver is granted by the HFA or HUD shall be permitted (in his or her capacity as member of a class described in paragraph (a)) to exercise responsibilities or functions with respect to an Agreement or a Contract executed, or to be executed, on his or her behalf, or with respect to an Agreement or a Contract to which this person is a party.
- (d) The Owner shall insert in all contracts, subcontracts, and arrangements entered into in connection with the project or any property included or planned to be included in the project, shall require its contractors and subcontractors to insert in each of the subcontracts, the provisions of paragraphs (a) through (d).
- (e) The provisions of paragraphs (a) through (d) of this section shall not apply to (1) a utility service if the rates are fixed or controlled by a governmental agency, (2) the Depositary Agreement, or (3) a temporary management agreement between the HFA and the Owner which meets the requirements of 24 CFR 883.702(c).

2.19 INTEREST OF MEMBER OF OR DELEGATE TO CONGRESS.

No member of or delegate to the Congress of the United States of America or resident commissioner shall be admitted to any share or part of this Contract or to any benefits which may arise from it.

2.20 ASSIGNMENT, SALE OR FORECLOSURE.

- (a) The Owner agrees that it has not made and will not make any sale, assignment, or conveyance or transfer in any fashion, of this Contract, the Agreement, the ACC, or the project or any part of them or any of its interest in them, without the prior written consent of the HFA and HUD.
- (b) The Owner agrees to notify the HFA and HUD promptly of any proposed action covered by paragraph (a) of this section. The Owner further agrees to request the written consent of the HFA and of HUD.
- (c) (1) For purposes of this section, a sale, assignment, conveyance, or transfer includes but is not limited to one or more of the following:
- (i) A transfer by the Owner, in whole or in part,
 - (ii) A transfer by a party having a substantial interest in the Owner,

- (iii) Transfers by more than one party of interests aggregating a substantial interest in the Owner,
 - (iv) Any other similarly significant change in the ownership of interests in the Owner, or in the relative distribution of interests by any other method or means, and
 - (v) Any refinancing by the Owner of the project.
- (2) An assignment by the Owner to a limited partnership, in which no limited partner has a 25 percent or more interest and of which the Owner is the sole general partner, shall not be considered an assignment, conveyance, or transfer. An assignment by one or more general or limited partners of a limited partnership interest to a limited partner, who will have no more than a 25 percent interest, shall not be considered an assignment, conveyance, or transfer.
- (3) The term "substantial interest" means the interest of any general partner, any limited partner having a 25 percent or more interest in the organization, any corporate officer or director, and any stockholder having a 10 percent or more interest in the organization.
- (d) The Owner and the party signing this Contract on behalf of the Owner represent that they have the authority of all of the parties having ownership interests in the Owner to agree to this provision on their behalf and to bind them with respect to it.
- (e) Except where otherwise approved by HUD, the ACC, the Agreement and this Contract shall continue in effect and housing assistance payments will continue in accordance with the terms of the Contract in the event:
- (1) Of assignment, sale, or other disposition of the project or the Agreement, Contract or the ACC,
 - (2) Of foreclosure, including foreclosure by HUD or the HFA,
 - (3) Of assignment of the mortgage or deed in lieu of foreclosure,
 - (4) The HFA or HUD takes over possession, operation or ownership, or
 - (5) The Owner prepays the mortgage.

2.21 DEFAULTS BY HFA AND/OR OWNER.

(a) Rights of Owner if HFA Defaults under Contract.

- (1) Events of Default. The occurrence of any of the following events, if the Owner is not in default, is defined as a default under the ACC:
 - (i) If the HFA fails to perform or observe any term or condition of this Contract (except as provided in paragraph (a)(1)(v));
 - (ii) If the Contract is held to be void, voidable, or ultra vires;
 - (iii) If the power or right of the HFA to enter into the Contract is drawn into question in any legal proceeding;
 - (iv) If the HFA asserts or claims that the Contract is not binding upon the HFA for any such reason; or

SECTION 8 HOUSING ASSISTANCE PAYMENTS PROGRAM
ACC/HAP CONTRACT LIST

PART A - IDENTIFICATION:

1. OFFICE: VA 36
LIST NUMBER: A
P - 82 - 446
2. TYPE OF ACTION: (1) ☒ New (2) ☐ Amended (3) ☐ Cancelled

PART B - PROJECT IDENTIFICATION:

1. PUBLIC HOUSING AGENCY and/or OWNER: Virginia Housing Development Authority
2. LOCATION OF PROJECT: Danville, VA
3. PROJECT NUMBER: VA 36 - H 027 - 241
4. DEVELOPMENT METHOD: ☒ New Construction ☐ Existing ☐ Substantial Rehabilitation ☐ Existing Recently Completed
5. OWNER/SPONSOR: ☐ PHA-Owner ☐ Private-owner ☒ Private-owner/PHA (incl. HFDA)
6. HFDA SET-ASIDE: ☒ YES ☐ NO

7. NUMBER OF UNITS AND BUILDINGS:

Building Type: (1) Detached (2) Semi-Detached (3) Row (4) Apartment (walk-up) (5) Apartment (Elevator) (6) Other (7) Total
(a) Total Buildings:
(b) Total Units:
(c) Assisted Units:

PART C - PROJECT ASSISTANCE DATA:

UNIT SIZE (1)	NUMBER OF ASSISTED UNITS			FAIR MARKET RENT (FUM) (3)	GROSS RENT (FUM) (4)	PHA ADMIN. FEE OR HFDA FINAN. COST CONTINGENCY (FUM) (5)	MONTHLY PER UNIT ASSISTANCE (Col. 6 + 5) (6)	ANNUAL PER UNIT ASSISTANCE (Col. 6 x 12 mos.) (7)	TOTAL ANNUAL ASSISTANCE (Col. 7 x Col. 7) (8)
	Elderly (A) (2)	Family (B) (2)	Total (C) (2)						
Efficiency									
1-BR	96		96	523	744		744	8,928	357,088
2-BR	9		9	636	908		908	10,896	98,064
3-BR									
4-BR									
5-BR									
TOTAL	105		105						955,152

PART D - PREVIOUS PROJECT DATA (Complete for amended Lists only):

1. LIST NUMBER:
2. DATE APPROVED:
3. TOTAL ANNUAL ASSISTANCE APPROVED: \$
NUMBER OF UNITS APPROVED:
EFFICIENCY 1-BR 2-BR 3-BR 4-BR 5-BR TOTAL

PART E - DETERMINATION OF ANNUAL ASSISTANCE REQUIREMENTS:

	ASSISTED UNITS	ANNUAL ASSISTANCE
1. Total Project Approved This List (PART C)	105	955,152
2. Total Project Previously Approved (PART D)		
3. INCREASE (if Line E.1. is greater than E.2, enter difference)		
4. DECREASE (if Line E.2. is greater than E.1, enter difference)	()	(\$)

PART F - REMARKS:

FMRs per F/R 11/25/81 p. 57848 adjusted 1.03% + PBE plus HFDA FAF adjustment equals Gross Contract Rents above. Budget Authority 30 yrs. = \$28,654,560

PART G - RECOMMENDED FOR APPROVAL:

[Signature]
(Signature)
9/24/82
(Date)
Deputy Director for Development
(Title)

PART H - FUNDS VERIFIED:

Funds Received by RAD
9/30/82
(Date)

PART I - APPROVED: I hereby approve the undertaking by the Department of Housing and Urban Development of Contracts with the respective public housing agency and/or owner for Federal Annual Assistance pursuant to Section 8 of the United States Housing Act of 1937, as amended, in an amount which shall not exceed the aggregate amount of the Annual Assistance approved on this List.

9/24/82
(Date)
[Signature]
(Signature)
Area Manager
(Title)

EXHIBIT B
(RENEWAL CONTRACT CURRENTLY IN EFFECT)

**ASSIGNMENT, ASSUMPTION AND AMENDMENT AGREEMENT
SECTION 8 HOUSING ASSISTANCE PAYMENTS CONTRACT**

THIS ASSIGNMENT, ASSUMPTION AND AMENDMENT OF SECTION 8 HOUSING ASSISTANCE CONTRACT (herein called the "Agreement") is made this 10th day of September 2015, by the United States of America ("HUD"), for itself and as contract administrator (herein called the "Contract Administrator"), Hotel Danville Company, a Virginia limited partnership (herein called the "Seller"), and HKN Danville House LLC, a Massachusetts limited liability company (herein called the "Buyer" or "Owner").

WHEREAS, the Contract Administrator and Seller, pursuant to Section 8 of the United States Housing Act of 1937, 42 U.S.C. 1437(f), entered into a Section 8 Housing Assistance Payments Basic Renewal Contract (herein called the "HAP Contract") identified as HAP Contract Number VA36H027241 for one hundred five (105) units in Danville House Apartments, Danville, Virginia (herein called the "Property"), a copy of which is attached hereto as "Exhibit A";

WHEREAS, the Seller, and the Buyer have entered into an agreement, wherein the Seller has agreed to sell the Property and the Buyer has agreed to purchase the Property, including, without limitation, the improvements situated thereon, and has agreed to accept the assignment of and assume all obligations under the HAP Contract;

WHEREAS, the Seller and Buyer wish to provide for the assignment of the HAP Contract from the Seller to the Buyer; and

WHEREAS, the Seller and the Buyer mutually desire to assign the HAP Contract; and it is necessary to and the Contract Administrator and the Buyer mutually desire to amend the HAP Contract to allow for physical inspections in accordance with 24 CFR Part 5 Subpart G and require financial reporting in accordance with 24 CFR Part 5 Subpart H;

NOW, THEREFORE, in consideration of the foregoing, the sum of Ten Dollars (\$10.00) in hand paid and other good consideration, the receipt of which is hereby acknowledged, and in order to comply with the requirements of the Secretary, the United States Housing Act of 1937, and the regulations adopted pursuant thereto, the parties hereto agree as follows:

1. The Seller hereby irrevocably assigns the HAP Contract to the Buyer together with all rights and obligations in and under said contract.
2. Effective as of the date of this Agreement the Buyer agrees to assume and to be bound by said HAP Contract as modified herein, and is responsible for filing the Annual Financial Statement (AFS) from the date of this Agreement through the end of the Buyer's fiscal year.
3. Effective as of the date of this Agreement, the Seller is released from any future obligations under the HAP Contract, excepting that the Seller shall remain responsible for filing the AFS through the day before this Agreement if said HAP Contract includes an AFS filing requirement. Nothing in this Agreement shall waive, compromise, impair, or prejudice any right HUD may have against the Seller for any violation of the HAP Contract that may have occurred prior to the date of this Agreement.
4. Part II of the HAP Contract shall be amended as follows to include the following provisions:

Physical Conditions Standards and Inspection Requirements. The Owner shall comply with the Physical Condition Standards and Inspection Requirements of 24 CFR Part 5, Subpart G, including any changes in the regulation and related Directives. In addition, the Owner shall comply with HUD's Physical Condition Standards of Multifamily Properties of 24 CFR Part 200, Subpart P, including any changes in the regulation and related Directives. This obligation shall apply both during the current term of the HAP Contract and during each successive renewal term.

Financial Reporting Standards. The Owner shall comply with the Uniform Financial Reporting Standards of 24 CFR Part 5, Subpart H, including any changes in the regulation and related Directives. This obligation shall apply during the current term of the HAP Contract and for each successive renewal term.

5. This Agreement shall be construed under the laws of the Commonwealth of Virginia and to the extent inconsistent with the laws of the Commonwealth of Virginia, the laws of the United States of America. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
6. This Agreement may be executed in any number of counterparts, each of which shall be considered an original for all purposes; provided, however, that all such counterparts shall together constitute one and the same instrument.
7. The Secretary, by the signature of his authorized representative below, consents to the assignment made hereby. Said consent shall be void ab initio if the Secretary determines that Buyer, or any principal or interested party of the Buyer, is debarred, suspended or subject to a limited denial of participation under 2 CFR Part 2424, or is listed on the U.S. General Services Administration list of parties excluded from Federal procurement or nonprocurement programs.
8. This Agreement applies to the current term of the HAP Contract and for each successive renewal term.

NOTHING in this Agreement shall in anyway impair the HAP Contract or alter, waive, annul, vary or affect any provision, condition, covenant therein, except as herein specifically provided, or affect or impair any rights, powers, or remedies under the HAP Contract, it being the intent of the parties hereto that the terms and conditions of the HAP Contract shall continue in full force and effect except as amended hereby.

[signature pages follow]

IN WITNESS WHEREOF, the Seller, the Buyer, HUD and the Contract Administrator have caused this agreement to be executed.

SELLER: HOTEL DANVILLE COMPANY

By: HKAllen Limited Partnership, its General Partner

By: HK Allen Inc., its General Partner

By: Andrew P. Burnes
Andrew P. Burnes, President

BUYER: HKN DANVILLE HOUSE LLC

By: HKN Manager LLC, its Manager

By: Andrew P. Burnes
Andrew P. Burnes, Manager

CONTRACT ADMINISTRATOR: U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

By: Judith Bryant Parker
Signature of authorized representative

Judith Bryant Parker (Authorized Agent)
Name and title (print)

EXHIBIT A

HAP Contract

[attach]

NOTIFICATION OF SECTION 8 CONTRACT FUNDING

(X)Renewal ()Amend Rent/BA Only

Section 8 Contract No: VA36H027241 Expires on: 01/26/2014
Owner Name: HOTEL DANVILLE COMPANY, A LIMITED PARTNERSHIP
Project Name: DANVILLE HOUSE
Project Location: 600 MAIN ST DANVILLE, VA 24541-1348
FHA Project Number: _____

FUNDING

BUDGET AUTHORITY INCREASE: \$358,193.00
Contract/Amendment Effective Date: 01/27/2014 Expiration Date: 01/26/2034

For HUD Use Only

VA36H027241-141

PBR

\$358,193.00

HUD Notice to Owner executed by:
U.S. DEPARTMENT OF HOUSING AND URBAN
DEVELOPMENT

By: _____

(Signature)

Uche Oluku

(Printed Name)

MF Housing Director

(Official Title)

(Date)

1/23/2014

NOTIFICATION OF SECTION 8 GROSS RENTS

IDENTIFICATION OF UNITS (CONTRACT UNITS) BY SIZE AND APPLICABLE CONTRACT RENTS

Section 8 Number: VA36H027241

Rent Effective Date: 01/27/2014

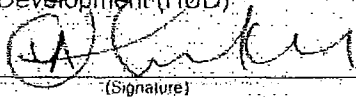
Project Number:

Number of Contract Units	Number of Bedrooms	Contract Rent	Utility Allowance	Gross Rent
9	1	\$926.00	\$49.00	\$975.00
87	1	\$926.00	\$49.00	\$975.00
2	2	\$1,128.00	\$72.00	\$1,200.00
7	2	\$1,128.00	\$72.00	\$1,200.00

SIGNATURES

OWNER

Contract Administrator
United States of America
Department of Housing and
Urban Development (HUD)



(Signature)

Uche Oluku

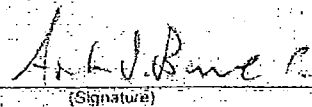
(Printed Name)

MF Housing Director

(Official Title)

1/23/2014

(Date)



(Signature)

Andrew P. Burnas

(Printed Name)

President HE Allen, Inc. GR of

(Official Title)

HE Allen, LP

1/23/2014

(Date)

NOTE: Amend rents are affected by Contract Administrator notice to the Owner on Revised Exhibit A to specify adjusted contract rent amounts in accordance with Section 6b of the Renewal Contract.

Owner/Agent signature on this Notification is confirmation to the Contract Administrator that revised rents have been received.

U.S. Department of Housing and Urban Development

Office of Housing

Project-based Section 8

HOUSING ASSISTANCE PAYMENTS

BASIC RENEWAL CONTRACT

MULTI-YEAR TERM

PREPARATION OF CONTRACT

Reference numbers in this form refer to notes at the end of the contract text.
These endnotes are instructions for preparation of the Basic Renewal Contract.
The instructions are not part of the Renewal Contract.

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U.S. Department of Housing and Urban Development
Office of Housing

Project-based Section 8

HOUSING ASSISTANCE PAYMENTS

BASIC RENEWAL CONTRACT¹

MULTI-YEAR TERM

1 CONTRACT INFORMATION²

PROJECT

Section 8 Project Number VA36H027241

Section 8 Project Number of Expiring Contract

FHA Project Number(if applicable)

Project Name DANVILLE HOUSE

Project Description³
600 MAIN ST DANVILLE, VA 24541-1348

TYPE OF RENEWAL

☒ Check this box for a project renewed under Section 524(a) of MAHRA (not including a Mark-Up-To-Market renewal).

☐ Check this box for a project renewed at exception rents under Section 524(b)(1) of MAHRA.

PARTIES TO RENEWAL CONTRACT

Name of Contract Administrator⁴

U.S. Department of Housing and Urban Development

Address of Contract Administrator

600 East Broad Street

3rd Floor

Richmond, VA 23219

Name of Owner⁵

HOTEL DANVILLE COMPANY, A LIMITED PARTNERSHIP

Address of Owner

320 Norwood Park S

Norwood, MA 02062-4659

2 TERM AND FUNDING OF RENEWAL CONTRACT

a The Renewal Contract begins on 01/27/2014 ⁶
and shall run for a period of 20 years.

b Execution of the Renewal Contract is an obligation by HUD of
\$358,193.00 ⁸ an amount sufficient to
provide housing assistance payments for approximately 12 ⁹
months of the first annual increment of the Renewal Contract term.

- c HUD will provide additional funding for the remainder of the first annual increment and for subsequent annual increments, including for any remainder of such subsequent annual increments, subject to the availability of sufficient appropriations. When such appropriations are available, HUD will obligate additional funding and provide the Owner written notification of (i) the amount of such additional funding, and (ii) the approximate period of time within the Renewal Contract term to which it will be applied.

3 DEFINITIONS

ACC. Annual contributions contract.

Anniversary. The annual recurrence of the date of the first day of the term of the Renewal Contract.

Contract rent. The total monthly rent to owner for a contract unit, including the tenant rent (the portion of rent to owner paid by the assisted family).

Contract units. The units in the Project which are identified in Exhibit A by size and applicable contract rents.

Fifth year anniversary. The Renewal Contract annual anniversary that falls at expiration of each 5-year period of the Renewal Contract term.

Fifth year comparability adjustment. An adjustment of contract rents by the contract administrator at the Fifth Year Anniversary. The contract rent for each unit size is set at comparable rent as shown by comparability analysis.

HAP contract. A housing assistance payments contract between the Contract Administrator and the Owner.

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

HUD requirements. HUD regulations and other requirements, including changes in HUD regulations and other requirements during the term of the Renewal Contract.

MAHRA. The Multifamily Assisted Housing Reform and Affordability Act of 1997 (Title V of Public Law No. 105-65, October 27, 1997, 111 Stat. 1384), as amended.

Mid-term comparability adjustment. An adjustment of contract rents by the contract administrator within each 5-year period of the Renewal Contract term (in addition to the comparability analysis and adjustment at the Fifth Year Anniversary). The contract rent for each unit size is set at comparable rent as shown by comparability analysis.

OCAF. An operating cost adjustment factor established by HUD.

PHA. Public housing agency (as defined and qualified in accordance with the United States Housing Act of 1937, 42 U.S.C. 1437 et seq.).

Project. The housing described in section 1 of the Renewal Contract.

Renewal Contract. This contract, including applicable provisions of the Expiring Contract (as determined in accordance with section 5 of the Renewal Contract).

Section 8. Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f).

4 RENEWAL CONTRACT

a Parties

- (1) The Renewal Contract is a housing assistance payments contract ("HAP Contract") between the Contract Administrator and the Owner of the Project (see section 1).
- (2) If HUD is the Contract Administrator, HUD may assign the Renewal Contract to a Public Housing Agency ("PHA") for the purpose of PHA administration of the Renewal Contract (during the term of the annual contributions contract ("ACC") between HUD and the PHA). Notwithstanding such assignment, HUD shall remain a party to the provisions of the Renewal Contract that specify HUD's role pursuant to the Renewal Contract, including such provisions of Section 9 (HUD requirements), Section 10 (statutory changes during term) and Section 11 (PHA default), of the Renewal Contract.

b Statutory authority

The Renewal Contract is entered pursuant to Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f), and Section 524 of MAHRA.

c Expiring Contract

Previously, the Contract Administrator and the Owner had entered into a HAP Contract ("expiring contract") to make Section 8 housing assistance payments to the Owner for eligible families living in the Project. The term of the expiring contract will expire prior to the beginning of the term of the Renewal Contract.

d Purpose of Renewal Contract

- (1) The purpose of the Renewal Contract is to renew the expiring contract for an additional term. During the term of the Renewal Contract, the Contract Administrator shall make housing assistance payments to the Owner in accordance with the provisions of the Renewal Contract.
- (2) Housing assistance payments shall only be paid to the Owner for contract units occupied by eligible families leasing decent, safe and sanitary units from the Owner in accordance with statutory requirements, and with all HUD regulations and other requirements. If the Contract Administrator determines that the Owner has failed to maintain one or more contract units in decent, safe and sanitary condition, and has abated housing assistance payments to the Owner for such units, the Contract Administrator may use amounts otherwise payable to the Owner pursuant to the Renewal Contract for the purpose of relocating or rehousing assisted residents in other housing.

e Contract units

The Renewal Contract applies to the Contract units.

5. EXPIRING CONTRACT - PROVISIONS RENEWED

- a Except as specifically modified by the Renewal Contract, all provisions of the Expiring Contract are renewed (to the extent such provisions are consistent with statutory requirements in effect at the beginning of the Renewal Contract term).
- b All provisions of the Expiring Contract concerning any of the following subjects are not renewed, and shall not be applicable during the renewal term:

- (1) Identification of contract units by size and applicable contract rents;
- (2) The amount of the monthly contract rents;
- (3) Contract rent adjustments; and
- (4) Project account (sometimes called "HAP reserve" or "project reserve") as previously established and maintained by HUD pursuant to former Section 8(c)(6) of the United States Housing Act of 1937 (currently Section 8(c)(5) of the Act, 42 U.S.C. 1437f(c)(5)). Section 8(c)(5) does not apply to the Renewal Contract, or to payment of housing assistance payments during the Renewal Contract term.

- c The Renewal Contract includes those provisions of the Expiring Contract that are renewed in accordance with this section 5.

6. CONTRACT RENT

a Initial contract rents

At the beginning of the Renewal Contract term, and until contract rents for units in the Project are adjusted in accordance with section 6b, the contract rent for each bedroom size (number of bedrooms) shall be the initial contract rent amount listed in Exhibit A of the Renewal Contract.

b Contract rent adjustments

(1) OCAF or Budget-Based Rent Adjustments

- (a) Except as provided in section 6b(2) below (concerning comparability adjustments at each Fifth Year Anniversary and discretionary comparability adjustments within each five-year term), during the term of the Renewal Contract the Contract Administrator shall annually, on the anniversary of the Renewal Contract, adjust the amounts of the monthly contract rents in accordance with HUD requirements by either of the following methods (as determined by the Contract Administrator in accordance with HUD requirements):

- (i) Using an OCAF; or

- (ii) At the request of the owner, based on the budget for the Project, as approved by the Contract Administrator in accordance with HUD requirements.
- (b) Adjustments by use of the OCAF shall not result in a negative adjustment (decrease) of the contract rents. The OCAF shall not be used for adjustment of rent at each Fifth Year Anniversary (as determined in accordance with section 6b(2)(b) below).

(2) **Comparability adjustments**

- (a) **Applicability.** This section 6b(2) is applicable only if the contract has been renewed pursuant to Section 524(a) of MAHRA. This section 6b(2) does not apply to a project renewed at exception rents under Section 524(b)(1) of MAHRA (See section 1 of the Renewal Contract).
- (b) **Fifth year adjustment (comparability adjustment at expiration of each 5-year period, if applicable)**
 - (i) This section 6b(2)(b) is only applicable if the term of the Renewal Contract is longer than five (5) years (from the first day of the term specified in section 2a).
 - (ii) At the expiration of each 5-year period of the Renewal Contract term ("Fifth Year Anniversary"), the Contract Administrator shall conduct a comparability analysis of existing contract rents. At such Fifth Year Anniversary of the Renewal Contract, the Contract Administrator shall make any adjustments in the monthly contract rents, as reasonably determined by the Contract Administrator in accordance with HUD requirements, necessary to set the contract rent for each unit size at comparable market rent. Such adjustment may result in a negative adjustment (decrease) or positive adjustment (increase) of the contract rents for one or more unit sizes.
 - (iii) To assist in the redetermination of contract rents at each Fifth Year Anniversary, the Contract Administrator may require that the Owner submit to the Contract Administrator a rent comparability study prepared (at the Owner's expense) in accordance with

HUD requirements.

(c) Mid-term adjustment (discretionary comparability adjustment within 5-year term)

In addition to the comparability analysis and adjustment of contract rents at the Fifth Year Anniversary, HUD may, at HUD's discretion, require or permit the Contract Administrator to conduct a comparability analysis and adjustment of contract rents ("mid-term adjustment"), one more time within each 5-year period of the Renewal Contract term.

(d) Adjusting contract rent

At the time of a fifth year or mid-term comparability adjustment, the Contract Administrator shall make any adjustments in the monthly contract rents, as reasonably determined by the Contract Administrator in accordance with HUD requirements, necessary to set the contract rent for each unit size at comparable rent. Such adjustment may result in a negative adjustment (decrease) or positive adjustment (increase) of the contract rents for one or more unit sizes.

(3) Procedure for rent adjustments during renewal term

- (a)** To adjust contract rents during the term of the Renewal Contract (including an OCAF or budget-based adjustment in accordance with section 6b(1), or a fifth year or midterm adjustment in accordance with section 6b(2)), the Contract Administrator shall give the Owner notice with a revised Exhibit A that specifies the adjusted contract rent amounts.
- (b)** The revised Exhibit A shall specify the adjusted contract rent amount for each bedroom size as determined by the Contract Administrator in accordance with this section. The adjustment notice by the Contract Administrator to the Owner shall specify when the adjustment of contract rent is effective.
- (c)** Notice of rent adjustment by the Contract Administrator to the Owner shall automatically constitute an amendment of the Renewal Contract.

(4) No other adjustments

Except for contract rent adjustments in accordance with this section, there shall not be any other adjustments of the contract rents during the term of the Renewal Contract. Special adjustments shall not be granted.

7 OWNER WARRANTIES

- a The Owner warrants that it has the legal right to execute the Renewal Contract and to lease dwelling units covered by the contract.
- b The Owner warrants that the rental units to be leased by the Owner under the Renewal Contract are in decent, safe and sanitary condition (as defined and determined in accordance with HUD regulations and procedures), and shall be maintained in such condition during the term of the Renewal Contract.

8 OWNER TERMINATION NOTICE

- a Before termination of the Renewal Contract, the Owner shall provide written notice to the Contract Administrator and each assisted family in accordance with HUD requirements.
- b If the Owner fails to provide such notice in accordance with the law and HUD requirements, the Owner may not increase the tenant rent payment for any assisted family until such time as the Owner has provided such notice for the required period.

9 HUD REQUIREMENTS

The Renewal Contract shall be construed and administered in accordance with all statutory requirements, and with all HUD regulations and other requirements, including changes in HUD regulations and other requirements during the term of the Renewal Contract. However, any changes in HUD requirements that are inconsistent with the provisions of the Renewal Contract, including the provisions of Section 6 (contract rent), shall not be applicable.

10 STATUTORY CHANGES DURING TERM

If any statutory change during the term of the Renewal Contract is inconsistent with section 6 of the Renewal Contract, and if HUD determines, and so notifies the Contract Administrator and the Owner, that the Contract Administrator is unable to carry out the provisions of section 6 because of such statutory change, then the Contract Administrator or the Owner may terminate the Renewal Contract upon notice to the other party.

11 PHA DEFAULT

- a. This section 11 of the Renewal Contract applies if the Contract Administrator is a PHA acting as Contract Administrator pursuant to an annual contributions contract ("ACC") between the PHA and HUD. This includes a case where HUD has assigned the Renewal Contract to a PHA Contract Administrator, for the purpose of PHA administration of the Renewal Contract.
- b. If HUD determines that the PHA has committed a material and substantial breach of the PHA's obligation, as Contract Administrator, to make housing assistance payments to the Owner in accordance with the provisions of the Renewal Contract, and that the Owner is not in default of its obligations under the Renewal Contract, HUD shall take any action HUD determines necessary for the continuation of housing assistance payments to the Owner in accordance with the Renewal Contract.

12 EXCLUSION OF THIRD-PARTY RIGHTS

- a. The Contract Administrator does not assume any responsibility for injury to, or any liability to, any person injured as a result of the Owner's action or failure to act in connection with the Contract Administrator's implementation of the Renewal Contract, or as a result of any other action or failure to act by the Owner.
- b. The Owner is not the agent of the Contract Administrator or HUD, and the Renewal Contract does not create or affect any relationship between the Contract Administrator or HUD and any lender to the Owner or any suppliers, employees, contractors or subcontractors used by the Owner in connection with implementation of the Renewal Contract.
- c. If the Contract Administrator is a PHA acting as Contract Administrator pursuant to an annual contributions contract ("ACC") between the PHA and HUD, the Contract Administrator is not the agent of HUD, and the Renewal Contract does not create any relationship between HUD and any suppliers, employees, contractors or subcontractors used by the Contract

Administrator to carry out functions or responsibilities in connection with contract administration under the ACC.

13 WRITTEN NOTICES

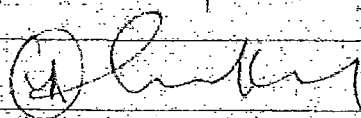
- a Any notice by the Contract Administrator or the Owner to the other party pursuant to the Renewal Contract shall be given in writing.
- b A party shall give notice at the other party's address specified in section 1 of the Renewal Contract, or at such other address as the other party has designated by a contract notice. A party gives a notice to the other party by taking steps reasonably required to deliver the notice in ordinary course of business. A party receives notice when the notice is duly delivered at the party's designated address.

SIGNATURES

Contract Administrator

Name of Contract Administrator (HUD or PHA)

U.S. Department of Housing and Urban Development

By: 

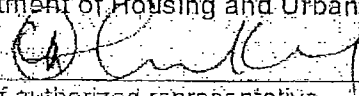
Signature of authorized representative

Uche Oluku, MF Housing Director

Name and official title (Print)

Date: 1/23/2014

U.S. Department of Housing and Urban Development

By: 

Signature of authorized representative

Uche Oluku, MF Housing Director

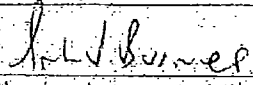
Name and official title (Print)

Date: 1/23/2014

Owner

Name of Owner (Print)

Heron Development Company

By: 

Signature of authorized representative

Andrew E. Barnes President, HE Allen, Inc. GP of
HE Allen LP

Name and title (Print)

Date: 1/17/2014

EXHIBIT A
IDENTIFICATION OF UNITS (CONTRACT UNITS) BY SIZE
AND APPLICABLE CONTRACT RENTS

Section 8 Number: VA36H027241

Rent Effective Date: 01/27/2014

Project Number:

Number of Contract Units	Number of Bedrooms	Contract Rent	Utility Allowance	Gross Rent
9	1	\$926.00	\$49.00	\$975.00
87	1	\$926.00	\$49.00	\$975.00
2	2	\$1,128.00	\$72.00	\$1,200.00
7	2	\$1,128.00	\$72.00	\$1,200.00

NOTE: This Exhibit will be amended by Contract Administrator notice to the Owner to specify adjusted contract rent amounts as determined by the Contract Administrator in accordance with section 6b of the Renewal Contract.

Comments:

EXHIBIT B
DISTRIBUTIONS LIMITATION

FOR PROJECT NOT SUBJECT TO DISTRIBUTIONS LIMITATION:

If the project is not subject to any limitation on distributions of project funds, either pursuant to an FHA Regulatory Agreement or pursuant to the Expiring Contract, neither HUD nor the PHA may impose any additional limitation on distributions of project funds during the term of the Renewal Contract.

FOR PROJECT SUBJECT TO DISTRIBUTIONS LIMITATION:

If the project is subject to any limitation on distributions of project funds pursuant to an FHA Regulatory Agreement or pursuant to the Expiring Contract, such limitation on distributions shall continue to be applicable during the term of the Renewal Contract, provided that the owner may take an increased distribution in accordance with the Section 8 Renewal Policy Guidance for Renewal of Project-Based Section 8 Contracts, (the "Guidebook").

However, owners of Section 8 properties must maintain the property in good condition, as demonstrated by a REAC score of 60 or higher, in order to take increased distributions.

The owner shall comply with the distribution limitations. The maximum distribution to the owner shall be equal to the total of:

- 1 The limited distribution permitted pursuant to the FHA Regulatory agreement or the Expiring Contract, plus
- 2 Any increased distribution as approved by HUD in accordance with the Guidebook.

Tab R:

Documentation of Utility Allowance calculation

Utility Allowance Explanation

Danville House's utility allowance was calculated in accordance with HUD guidelines and approved by HUD. This is reflected on the Rent Schedule included in this application as Tab R. The calculation used for the property's HUD utility allowance request tabulated and averaged monthly bills by unit, which were not broken out by usage type. As a result, it was impossible to fill out the Utilities chart on the Utilities tab of the excel application. Instead, we placed the full utility allowance for 2026, as approved by HUD, in the Heating line, even though actual costs are spread throughout other electric line items, including Air Conditioning, Cooking, Lighting and Hot Water.

Rent Schedule Low Rent Housing

**U.S. Department of Housing
and Urban Development**
Office of Housing
Federal Housing Commissioner

OMB Approval No. 2502-0012
(exp. 11/30/2020)

See page 3 for Instructions, Public Burden Statement and Privacy Act requirements.

Project Name	FHA Project Number	Date Rents Will Be Effective (mm/dd/yyyy)
Danville House Owner, LLC	051-11322	01/27/2026

Part A – Apartment Rents

Show the actual rents you intend to charge, even if the total of these rents is less than the Maximum Allowable Monthly Rent Potential.

Col. 1 Unit Type (Include Non-revenue Producing Units)	Col. 2 Number of Units	Contract Rents		Col. 5 Utility Allowances (Effective Date (mm/dd/yyyy) 01 / 27 / 2026)	Col. 6 Gross Rent (Col. 3 + Col. 5)	Market Rents (Sec. 236 Projects Only)	
		Col. 3 Rent Per Unit	Col. 4 Monthly Contract Rent Potential (Col. 2 x Col. 3)			Col. 7 Rent Per Unit	Col. 8 Monthly Market Rent Potential (Col. 2 x Col. 7)
1 BDM	96	1,266	121,536	83	1,349		0
2 BDM	9	1,589	14,301	88	1,677		0
			0		0		0
			0		0		0
			0		0		0
			0		0		0
			0		0		0
			0		0		0
			0		0		0
			0		0		0
			0		0		0
			0		0		0
Total Units	105	Monthly Contract Rent Potential (Add Col. 4)* \$135,837				Monthly Market Rent Potential (Add Col. 8)* \$0	
		Yearly Contract Rent Potential (Col. 4 Sum x 12)* \$1,630,044				Yearly Market Rent Potential (Col. 8 Sum x 12)* \$0	

* These amounts may not exceed the Maximum Allowable Monthly Rent Potential approved on the last Rent Computation Worksheet or requested on the Worksheet you are now submitting. Market Rent Potential applies only to Section 236 Projects.

Part B – Items Included in Rent

Equipment/Furnishings in Unit (Check those included in rent.)

☒ Range	☐ Dishwasher	☐ _____
☒ Refrigerator	☒ Carpet	☐ _____
☒ Air Conditioner	☐ Drapes	☐ _____
☐ Disposal	☐ _____	☐ _____

Utilities (Check those included in rent. For each item, (even those not included in rent), enter E, F, or G on line beside that item)
E=electric; G=gas; F=fuel oil or coal.

☐ Heating E ☐ Hot Water E ☐ Lights, etc. E
☐ Cooling E ☐ Cooking E ☐ _____

Services/Facilities (check those included in rent)

☒ Parking	☒ Business Ctr	☐ Nursing Care
☒ Laundry	☒ Fitness Ctr	☐ Linen/Maid Service
☐ Swimming Pool	☐	☐
☐ Tennis Courts	☐	☐

Part C – Charges in Addition to Rent (e.g., parking, cable TV, meals)

Purpose	Monthly Charge
	\$
	\$
	\$
	\$
	\$
	\$

Part D – Non-Revenue Producing Space

Col. 1 Use	Col. 2 Unit Type	Col. 3 Contract Rent
Market unit G-04	2 BDM	920
Total Rent Loss Due to Non-Revenue Units		\$ 920

Part E – Commercial Space (retail, offices, garages, etc.)

Col. 1 Use	Col. 2 Monthly Rent Potential	Col. 3 Square Footage	Col. 4 Rental Rate Per Sq. Ft. (Col. 2 divided by Col. 3)
	\$ 0	Total Commercial Rent Potential	

Part F – Maximum Allowable Rent Potential

Enter Maximum Allowable Monthly Rent Potential From Rent Computation Worksheet (to be completed by HUD or lender)		\$ 135,837.00

Part G – Information on Mortgagor Entity

Name of Entity

Danville House Owner, LLC

Type of Entity

☐ Individual ☐ General Partnership ☐ Joint Tenancy/Tenants in Common ☒ Other (specify) LLC
☐ Corporation ☐ Limited Partnership ☐ Trust

List all Principals Comprising Mortgagor Entity: provide name and title of each principal. Use extra sheets, if needed. If mortgagor is a:

- corporation, list: (1) all officers; (2) all directors; and (3) each stockholder having a 10% or more interest.
- partnership, list: (1) all general partners; and (2) limited partners having a 25% or more interest in the partnership.
- trust, list: (1) all managers, directors or trustees and (2) each beneficiary having at least a 10% beneficial interest in the trust.

Name and Title

Danville House Owner, LLC

Name and Title

Name and Title

Name and Title

Name and Title

Name and Title

Name and Title

Name and Title

Name and Title

Name and Title

Name and Title

Part H – Owner Certification

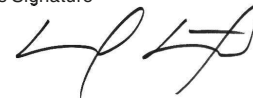
To the best of my knowledge, all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name and Title

Carlos A. Gonzalez, Senior VP, Asset Manager
NHP Foundation

Authorized Official's Signature



Date (mm/dd/yyyy)
02/25/2026

Part I – HUD/Lender Approval

Addendum Number

HAP Contract Number

VA36H027241

Exhibit Number

Loan Servicer Signature

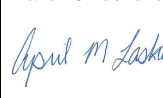
DANIEL BIGGERS

Digitally signed by DANIEL
BIGGERS
Date: 2026.02.25 11:37:13 -05'00'

Date (mm/dd/yyyy)

Branch Chief/Lender Official Signature

Digitally signed by: April M Lasker
DN: CN = April M Lasker email =
april.m.lasker@hud.gov C = US O
= U.S. Department of Housing and
Urban Development OU = HUD
Date: 2026.03.02 16:57:52 -05'00'



Date (mm/dd/yyyy)

April Lasker, Branch Chief, AM Div

Director, Housing Management Division Signature

Date (mm/dd/yyyy)

Public reporting burden for this collection of information is estimated to average 20 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

This collection of information is authorized under Section 207 of the National Housing Act. The information is necessary for the Department to ensure that project owners are not overcharging their tenants and to ensure that the rent levels approved by the Department are not exceeded. The Department uses this information to enforce rent regulations which otherwise would be difficult because there would be no clear record of the rents and charges that the Department had approved. In addition, the Department needs to periodically collect information regarding project principals, so unauthorized participation by previously excluded or otherwise undesirable owners can be detected. This information is required to obtain benefits. HUD may disclose certain information to Federal, State, and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as required and permitted by law.

Instructions

All project owners must submit the form HUD-92458 when requesting an adjustment to project rents. HUD establishes and approves rental charges and utility allowances on the Form. The owner is responsible for notifying tenants of the approved rents.

General. For projects with fully-insured or HUD-held mortgages, the owner/agent submits this Form to the HUD Field Office. For projects with coinsured mortgages, the owner/agent submits this Form to the lender.

Part A. If the monthly rent potential you are proposing is less than or equal to the Maximum Allowable Monthly Rent Potential approved by HUD/lender on your original Rent Formula or on your most recent Rent Computation Worksheet, complete all of Part A according to the instructions below. If the monthly rent potential you are requesting exceeds the Maximum Allowable Monthly Rent Potential approved by HUD/lender on your original Rent Formula or on your most recent Rent Computation Worksheet, complete only Columns 1 and 2 according to the instructions below. Show your proposed rents and monthly rent potential in the cover letter transmitting your rent increase request.

Column 1. Show each type of unit for which rents will vary. Show the number of bedrooms and bathrooms and other features that cause rents to vary (e.g., 2 BDM, 1 B, DA, KETTE, vs 2 BDM, 2B, DR, K). Use the following symbols:

BDM	- Bedroom	LR	- Living Room
B	- Bath	DR	- Dining Room
K	- Kitchen	DA	- Dining Alcove
KETTE	- Kitchenette		

Column 2. Show the number of units for each unit type. Include non-revenue producing units.

Column 3. For unsubsidized projects, show the rent you intend to charge for each unit type. For subsidized projects, show the contract rent (as defined in HUD Handbook 4350.3) for each unit type.

Column 4. For each line, multiply the contract rent in Column 3 by the number of units in Column 4. Add monthly contract rent potentials for each unit size to compute the total monthly contract rent potential. Multiply the monthly total by 12 to compute the annual contract rent potential.

Columns 5 and 6. Complete the Columns only if the project has a subsidy contract with HUD and some utilities are not included in the rent. In Column 5, show the utility allowance for each unit type. Compute the gross rent for each unit type by adding the contract rent in Column 3 and the utility allowance in Column 5. Show this amount in Column 6.

Columns 7 and 8. Complete these Columns only if the project is receiving Section 236 Interest Reduction Payments. In Column 7, show the market rent for each unit type. In Column 8, for each line multiply the market rent in Column 7 by the number of units in Column 2. Add the monthly market rent potentials for each unit size to compute the total monthly market rent potential. Multiply the monthly total by 12 to compute the annual market rent potential.

Parts B, C, D and E. Complete these Parts according to the instructions on the Rent Schedule.

Part F. Do not complete this Part. The HUD Field Office/lender will complete this Part.

Parts G and H. Complete these Parts according to the instructions on the Rent Schedule.

Part I. Do not complete this Part. The HUD Field Office/lender will complete this part.

Tab S:

Supportive House Mandatory
Certification and Documentation

N/A

Tab T:

Funding Documentation



Glenn Youngkin
Governor

Juan Pablo Segura
Secretary of
Commerce and Trade

COMMONWEALTH of VIRGINIA

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

Maggie Beal
Director

1/26/2026

Tim Pryor
Vice President, Acquisitions
The NHP Foundation
122 East 42nd Street
New York, NY 10168
tpryor@nhpfoundation.org

Re: Affordable and Special Needs Housing Funding
Proposal

Dear Mr. Tim Pryor:

On behalf of the Department of Housing and Community Development (DHCD), it gives me great pleasure to inform you that The NHP Foundation is receiving a preliminary offer of funding from the fall FY 2026 Affordable and Special Needs Housing (ASNH) application cycle to support the **Danville House** project in the following amounts:

\$1,000,000 from National Housing Trust Fund
\$2,000,000 from Virginia Housing Trust Fund
\$1,526,121* from Housing Innovations in Energy Efficiency; **The project may be eligible for up to \$2,000,000 based on the project's total improvement cost.*

Separately, you will receive the terms of this offer, including any requirements to meet federal environmental review and submission of confirmations for leveraged funding, as outlined in the Danville House application, including the allocation of tax credits. Each of these stipulations must be met, and a program agreement for funding must be executed no later than **November 1st, 2026**.

Any adjustments to the application submitted including, but not limited to, changes in committed capital sources, operating expense budgets, and unit mix, must be approved by DHCD before execution of a program agreement. Execution of the program agreement by **November 1st, 2026**, is necessary to finalize your formal funding reservation and loan commitment.

A member of our team will contact you via email to begin the contract negotiation process soon. We are pleased to work with The NHP Foundation in its affordable housing efforts.

Sincerely,

Sandra Powell
Senior Deputy Director
Community Development & Housing



Virginia Department of Housing and Community Development | Partners for Better Communities
Main Street Centre | 600 East Main Street, Suite 300 Richmond, VA 23219
www.dhcd.virginia.gov | Phone (804) 371-7000 | Fax (804) 371-7090 | Virginia Relay 7-1-1

Tab U:

Acknowledgement by Tenant of the availability of Renter
Education provided by Virginia Housing

Box

RENTAL EDUCATION DISCLOSURE

(Virginia Housing's Housing Tax Credit Manual – Section 6.6.19)

Development Name: Danville House Apartments

Development Address: 600 Main Street, Danville, VA 24541

Owner: Danville House Owner, LLC

Property Manager: HK Management

RENTAL EDUCATION DISCLOSURE

This Development participates in the Virginia Housing Low-Income Housing Tax Credit Program.

In accordance with Section 6.6.19 of the Virginia Housing - Housing Tax Credit Manual, residents are hereby notified of the availability of renter education resources provided by Virginia Housing.

Renter education information and resources are available at:

- <https://www.VirginiaHousing.com/Education>
- <https://www.VirginiaHousing.com/Renters>
- <https://www.VirginiaHousingSearch.com/Resources>

Residents are encouraged to review these resources for information related to renting, tenant responsibilities, budgeting, and housing stability.

Tenant Acknowledgment

I acknowledge that I have received this disclosure regarding the availability of renter education resources from Virginia Housing.

Resident Name (Printed): Betty Nestle

Resident Signature: Betty Nestle

Date: 3/10/24

Management Representative: Tonya Jefferson

Date: 3/5/26

G-02

RENTAL EDUCATION DISCLOSURE

(Virginia Housing's Housing Tax Credit Manual – Section 6.6.19)

Development Name: Danville House Apartments

Development Address: 600 Main Street, Danville, VA 24541

Owner: Danville House Owner, LLC

Property Manager: HK Management

RENTAL EDUCATION DISCLOSURE

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Tenant Acknowledgment

I acknowledge that I have received this disclosure regarding the availability of renter education resources from Virginia Housing.

Resident Name (Printed): Sue Johnson

Resident Signature: Sue Johnson

Date: 3/9/26

Management Representative: Tonya Jefferson

Date: 3/5/26

RENTAL EDUCATION DISCLOSURE

(Virginia Housing's Housing Tax Credit Manual – Section 6.6.19)

Development Name: _____ Danville House Apartments _____
Development Address: _____ 600 Main Street, Danville, VA 24541 _____
Owner: _____ Danville House Owner, LLC _____
Property Manager: _____ HK Management _____

RENTAL EDUCATION DISCLOSURE

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Tenant Acknowledgment

I acknowledge that I have received this disclosure regarding the availability of renter education resources from Virginia Housing.

Resident Name (Printed): Michael Sage

Resident Signature: Michael Sage

Date: 3-10-26

Management Representative: Tonya Jefferson

Date: 3/5/26

G-06

RENTAL EDUCATION DISCLOSURE

(Virginia Housing's Housing Tax Credit Manual – Section 6.6.19)

Development Name: Danville House Apartments

Development Address: 600 Main Street, Danville, VA 24541

Owner: Danville House Owner, LLC

Property Manager: HK Management

RENTAL EDUCATION DISCLOSURE

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Tenant Acknowledgment

I acknowledge that I have received this disclosure regarding the availability of renter education resources from Virginia Housing.

Resident Name (Printed): Derrick Waddell Allen

Resident Signature: [Signature]

Date: 3/9/2016

Management Representative: Tonya Jefferson

Date: 3/5/26

G-07

RENTAL EDUCATION DISCLOSURE

(Virginia Housing's Housing Tax Credit Manual – Section 6.6.19)

Development Name: Danville House Apartments

Development Address: 600 Main Street, Danville, VA 24541

Owner: Danville House Owner, LLC

Property Manager: HK Management

RENTAL EDUCATION DISCLOSURE

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Tenant Acknowledgment

I acknowledge that I have received this disclosure regarding the availability of renter education resources from Virginia Housing.

Resident Name (Printed): Debra Glass

Resident Signature: Debra Glass

Date: 3/9/26

Management Representative: Tonya Jefferson

Date: 3/5/26

RENTAL EDUCATION DISCLOSURE

(Virginia Housing's Housing Tax Credit Manual – Section 6.6.19)

Development Name: _____ Danville House Apartments _____

Development Address: _____ 600 Main Street, Danville, VA 24541 _____

Owner: _____ Danville House Owner, LLC _____

Property Manager: _____ HK Management _____

RENTAL EDUCATION DISCLOSURE

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Tenant Acknowledgment

I acknowledge that I have received this disclosure regarding the availability of renter education resources from Virginia Housing.

Resident Name (Printed): Curtis Luck

Resident Signature: Curtis Luck

Date: 3/9/26

Management Representative: Tonya Jefferson

Date: 3/5/26

4-10

RENTAL EDUCATION DISCLOSURE

(Virginia Housing's Housing Tax Credit Manual – Section 6.6.19)

Development Name: Danville House Apartments
Development Address: 600 Main Street, Danville, VA 24541
Owner: Danville House Owner, LLC
Property Manager: HK Management

RENTAL EDUCATION DISCLOSURE

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Tenant Acknowledgment

I acknowledge that I have received this disclosure regarding the availability of renter education resources from Virginia Housing.

Resident Name (Printed): Donald Davis

Resident Signature: Donald Davis

Date: 3-10-26

Management Representative: Tonya Jefferson

Date: 3/5/26

RENTAL EDUCATION DISCLOSURE

(Virginia Housing's Housing Tax Credit Manual – Section 6.6.19)

Development Name: Danville House Apartments

Development Address: 600 Main Street, Danville, VA 24541

Owner: Danville House Owner, LLC

Property Manager: HK Management

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Tenant Acknowledgment

I acknowledge that I have received this disclosure regarding the availability of renter education resources from Virginia Housing.

Resident Name (Printed): Ms Joyce Seales

Resident Signature: Ms Joyce Seales

Date: 3-10-26

Management Representative: Tonya Jefferson

Date: 3/5/26

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RENTAL EDUCATION DISCLOSURE

(Virginia Housing's Housing Tax Credit Manual – Section 6.6.19)

Development Name: Danville House Apartments
Development Address: 600 Main Street, Danville, VA 24541
Owner: Danville House Owner, LLC
Property Manager: HK Management

RENTAL EDUCATION DISCLOSURE

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Tenant Acknowledgment

I acknowledge that I have received this disclosure regarding the availability of renter education resources from Virginia Housing.

Resident Name (Printed): Bobby Deshazo

Resident Signature: Bobby Deshazo

Date: 3-10-26

Management Representative: Tonya Jefferson

Date: 3/5/26

RENTAL EDUCATION DISCLOSURE

(Virginia Housing's Housing Tax Credit Manual – Section 6.6.19)

Development Name: Danville House Apartments
Development Address: 600 Main Street, Danville, VA 24541
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Property Manager: HK Management

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Tenant Acknowledgment

I acknowledge that I have received this disclosure regarding the availability of renter education resources from Virginia Housing.

Resident Name (Printed):

Resident Signature:

Date:

Management Representative:

Date:

Roland Chaney
Roland Chaney
3-10-22
Tonya Jefferson
3/5/26

104

RENTAL EDUCATION DISCLOSURE

(Virginia Housing's Housing Tax Credit Manual – Section 6.6.19)

Development Name: Danville House Apartments
Development Address: 600 Main Street, Danville, VA 24541
Owner: Danville House Owner, LLC
Property Manager: HK Management

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Tenant Acknowledgment

I acknowledge that I have received this disclosure regarding the availability of renter education resources from Virginia Housing.

Resident Name (Printed): MELVIN Douglas WHITE

Resident Signature: MELVIN Douglas WHITE

MDW Date: 3-5-25

Management Representative: Tonya Jefferson

Date: 3/5/26

104

RENTAL EDUCATION DISCLOSURE

(Virginia Housing's Housing Tax Credit Manual – Section 6.6.19)

Development Name: Danville House Apartments
Development Address: 600 Main Street, Danville, VA 24541
Owner: Danville House Owner, LLC
Property Manager: HK Management

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Tenant Acknowledgment

I acknowledge that I have received this disclosure regarding the availability of renter education resources from Virginia Housing.

Resident Name (Printed): Louise White

Resident Signature: Louise White

Date: 3-10-26

Management Representative: Tonya Jefferson

Date: 3/5/26

32
107

RENTAL EDUCATION DISCLOSURE

(Virginia Housing's Housing Tax Credit Manual – Section 6.6.19)

Development Name: Danville House Apartments
Development Address: 600 Main Street, Danville, VA 24541
Owner: Danville House Owner, LLC
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Tenant Acknowledgment

I acknowledge that I have received this disclosure regarding the availability of renter education resources from Virginia Housing.

Resident Name (Printed): Robert E. Harris

Resident Signature: Robert E. Harris

Date: 3/10/26

Management Representative: Tonya Jefferson

Date: 3/5/26

RENTAL EDUCATION DISCLOSURE**(Virginia Housing's Housing Tax Credit Manual – Section 6.6.19)**

Development Name: Danville House Apartments
 Development Address: 600 Main Street, Danville, VA 24541
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Tenant Acknowledgment

I acknowledge that I have received this disclosure regarding the availability of renter education resources from Virginia Housing.

Resident Name (Printed): Roman D. Wilson Jr

Resident Signature: Roman D. Wilson Jr

Date: 3/4/26

Management Representative: Tonya Jefferson

Date: 3/5/26

111

RENTAL EDUCATION DISCLOSURE

(Virginia Housing's Housing Tax Credit Manual – Section 6.6.19)

Development Name: Danville House Apartments
Development Address: 600 Main Street, Danville, VA 24541
Owner: Danville House Owner, LLC
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Tenant Acknowledgment

I acknowledge that I have received this disclosure regarding the availability of renter education resources from Virginia Housing.

Resident Name (Printed): Mattie Jeffers

Resident Signature: Mattie Jeffers

Date: 3-15-26

Management Representative: Tonya Jefferson

Date: 3/5/26

RENTAL EDUCATION DISCLOSURE

(Virginia Housing's Housing Tax Credit Manual – Section 6.6.19)

Development Name: Danville House Apartments
Development Address: 600 Main Street, Danville, VA 24541
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Tenant Acknowledgment

I acknowledge that I have received this disclosure regarding the availability of renter education resources from Virginia Housing.

Resident Name (Printed):

Ronald Richardson

Resident Signature:

Ronald Richardson

Date: 3-10-26

Management Representative:

Tonya Jefferson

Date: 3/5/26

RENTAL EDUCATION DISCLOSURE

(Virginia Housing's Housing Tax Credit Manual – Section 6.6.19)

Development Name: Danville House Apartments

Development Address: 600 Main Street, Danville, VA 24541

Owner: Danville House Owner, LLC

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Tenant Acknowledgment

I acknowledge that I have received this disclosure regarding the availability of renter education resources from Virginia Housing.

Resident Name (Printed): Ms. Johnsie M. Jeffries

Resident Signature: Ms Johnsie M Jeffries

Date: 3-9-2026

Management Representative: Tonya Jackson

Date: 3/5/26

RENTAL EDUCATION DISCLOSURE*(Virginia Housing's Housing Tax Credit Manual – Section 6.6.19)*

Development Name: Danville House Apartments
 Development Address: 600 Main Street, Danville, VA 24541
 Owner: Danville House Owner, LLC
 Property Manager: HK Management

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Tenant Acknowledgment

I acknowledge that I have received this disclosure regarding the availability of renter education resources from Virginia Housing.

Resident Name (Printed): Jean D. Jackson

Resident Signature: 3-10-26 Jean D. Jackson

Date: 3-10-26

Management Representative: Tonya Jackson

Date: 3/5/26

RENTAL EDUCATION DISCLOSURE

204

(Virginia Housing's Housing Tax Credit Manual – Section 6.6.19)

Development Name: _____ Danville House Apartments _____

Development Address: _____ 600 Main Street, Danville, VA 24541 _____

Owner: _____ Danville House Owner, LLC _____

Property Manager: _____ HK Management _____

RENTAL EDUCATION DISCLOSURE

This Development participates in the Virginia Housing Low-Income Housing Tax Credit Program.

In accordance with Section 6.6.19 of the Virginia Housing - Housing Tax Credit Manual, residents are hereby notified of the availability of renter education resources provided by Virginia Housing.

Renter education information and resources are available at:

- <https://www.VirginiaHousing.com/Education>
- <https://www.VirginiaHousing.com/Renters>
- <https://www.VirginiaHousingSearch.com/Resources>

Residents are encouraged to review these resources for information related to renting, tenant responsibilities, budgeting, and housing stability.

Tenant Acknowledgment

I acknowledge that I have received this disclosure regarding the availability of renter education resources from Virginia Housing.

Resident Name (Printed): Robert Cowley

Resident Signature: Robert D. Cowley

Date: 3/9/26

Management Representative: Tonya Jefferson

Date: 3/5/26

RENTAL EDUCATION DISCLOSURE

205

(Virginia Housing's Housing Tax Credit Manual – Section 6.6.19)

Development Name: Danville House Apartments
Development Address: 600 Main Street, Danville, VA 24541
Owner: Danville House Owner, LLC
Property Manager: HK Management

RENTAL EDUCATION DISCLOSURE

This Development participates in the Virginia Housing Low-Income Housing Tax Credit Program.

In accordance with Section 6.6.19 of the Virginia Housing - Housing Tax Credit Manual, residents are hereby notified of the availability of renter education resources provided by Virginia Housing.

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Residents are encouraged to review these resources for information related to renting, tenant responsibilities, budgeting, and housing stability.

Tenant Acknowledgment

I acknowledge that I have received this disclosure regarding the availability of renter education resources from Virginia Housing.

Resident Name (Printed): PATRICK ANDERSON

Resident Signature: 

Date: 3/10/26

Management Representative: Tonya Jefferson

Date: 3/5/26

RENTAL EDUCATION DISCLOSURE

206

(Virginia Housing's Housing Tax Credit Manual – Section 6.6.19)

Development Name: Danville House Apartments

Development Address: 600 Main Street, Danville, VA 24541

Owner: Danville House Owner, LLC

Property Manager: HK Management

RENTAL EDUCATION DISCLOSURE

This Development participates in the Virginia Housing Low-Income Housing Tax Credit Program.

In accordance with Section 6.6.19 of the Virginia Housing - Housing Tax Credit Manual, residents are hereby notified of the availability of renter education resources provided by Virginia Housing.

Renter education information and resources are available at:

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- <https://www.VirginiaHousingSearch.com/Resources>

Residents are encouraged to review these resources for information related to renting, tenant responsibilities, budgeting, and housing stability.

Tenant Acknowledgment

I acknowledge that I have received this disclosure regarding the availability of renter education resources from Virginia Housing.

Resident Name (Printed): Roger Jefferson

Resident Signature: Roger Jefferson

Date: 3-9-26

Management Representative: Tonya Jefferson

Date: 3/5/26

207

RENTAL EDUCATION DISCLOSURE

(Virginia Housing's Housing Tax Credit Manual – Section 6.6.19)

Development Name: Danville House Apartments
Development Address: 600 Main Street, Danville, VA 24541
Owner: Danville House Owner, LLC
Property Manager: HK Management

RENTAL EDUCATION DISCLOSURE

This Development participates in the Virginia Housing Low-Income Housing Tax Credit Program.

In accordance with Section 6.6.19 of the Virginia Housing - Housing Tax Credit Manual, residents are hereby notified of the availability of renter education resources provided by Virginia Housing.

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Residents are encouraged to review these resources for information related to renting, tenant responsibilities, budgeting, and housing stability.

Tenant Acknowledgment

I acknowledge that I have received this disclosure regarding the availability of renter education resources from Virginia Housing.

Resident Name (Printed): Eegan Blackwell

Resident Signature: Eegan Blackwell

Date: 3-10-26

Management Representative: Tonya Jefferson

Date: 3/5/26

209

RENTAL EDUCATION DISCLOSURE

(Virginia Housing's Housing Tax Credit Manual – Section 6.6.19)

Development Name: Danville House Apartments
Development Address: 600 Main Street, Danville, VA 24541
Owner: Danville House Owner, LLC
Property Manager: HK Management

RENTAL EDUCATION DISCLOSURE

This Development participates in the Virginia Housing Low-Income Housing Tax Credit Program.

In accordance with Section 6.6.19 of the Virginia Housing - Housing Tax Credit Manual, residents are hereby notified of the availability of renter education resources provided by Virginia Housing.

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Residents are encouraged to review these resources for information related to renting, tenant responsibilities, budgeting, and housing stability.

Tenant Acknowledgment

I acknowledge that I have received this disclosure regarding the availability of renter education resources from Virginia Housing.

Resident Name (Printed): Bowie Totten

Resident Signature: Bowie Totten

Date: 3-10-26

Management Representative: Tonya Jefferson

Date: 3/5/26

210

RENTAL EDUCATION DISCLOSURE

(Virginia Housing's Housing Tax Credit Manual – Section 6.6.19)

Development Name: _____ Danville House Apartments _____

Development Address: _____ 600 Main Street, Danville, VA 24541 _____

Owner: _____ Danville House Owner, LLC _____

Property Manager: _____ HK Management _____

RENTAL EDUCATION DISCLOSURE

This Development participates in the Virginia Housing Low-Income Housing Tax Credit Program.

In accordance with Section 6.6.19 of the Virginia Housing - Housing Tax Credit Manual, residents are hereby notified of the availability of renter education resources provided by Virginia Housing.

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Residents are encouraged to review these resources for information related to renting, tenant responsibilities, budgeting, and housing stability.

Tenant Acknowledgment

I acknowledge that I have received this disclosure regarding the availability of renter education resources from Virginia Housing.

Resident Name (Printed): Hortensia Cisneros

Resident Signature: X Hortensia Cisneros

Date: 3/9/26

Management Representative: Tonya Jefferson

Date: 3/5/26

RENTAL EDUCATION DISCLOSURE**(Virginia Housing's Housing Tax Credit Manual – Section 6.6.19)****Development Name:** Danville House Apartments**Development Address:** 600 Main Street, Danville, VA 24541**Owner:** Danville House Owner, LLC**Property Manager:** HK Management**RENTAL EDUCATION DISCLOSURE**

This Development participates in the Virginia Housing Low-Income Housing Tax Credit Program.

In accordance with Section 6.6.19 of the Virginia Housing - Housing Tax Credit Manual, residents are hereby notified of the availability of renter education resources provided by Virginia Housing.

Renter education information and resources are available at:

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Residents are encouraged to review these resources for information related to renting, tenant responsibilities, budgeting, and housing stability.

Tenant Acknowledgment

I acknowledge that I have received this disclosure regarding the availability of renter education resources from Virginia Housing.

Resident Name (Printed): Joseph Jackson**Resident Signature:** Joseph Jackson**Date:** 3-10-26**Management Representative:** Tonya Jackson**Date:** 3/5/26

RENTAL EDUCATION DISCLOSURE

(Virginia Housing's Housing Tax Credit Manual – Section 6.6.19)

Development Name: Danville House Apartments
 Development Address: 600 Main Street, Danville, VA 24541
 Owner: Danville House Owner, LLC
 Property Manager: HK Management

RENTAL EDUCATION DISCLOSURE

This Development participates in the Virginia Housing Low-Income Housing Tax Credit Program.

In accordance with Section 6.6.19 of the Virginia Housing - Housing Tax Credit Manual, residents are hereby notified of the availability of renter education resources provided by Virginia Housing.

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- <https://www.VirginiaHousingSearch.com/Resources>

Residents are encouraged to review these resources for information related to renting, tenant responsibilities, budgeting, and housing stability.

Tenant Acknowledgment

I acknowledge that I have received this disclosure regarding the availability of renter education resources from Virginia Housing.

Resident Name (Printed): MARSHALL J. HAIRSTON
 Resident Signature: Marshall J. Hairston
 Date: 3-9-2026
 Management Representative: Tonya Jefferson
 Date: 3/5/26

RENTAL EDUCATION DISCLOSURE

(Virginia Housing's Housing Tax Credit Manual – Section 6.6.19)

Development Name: Danville House Apartments
Development Address: 600 Main Street, Danville, VA 24541
Owner: Danville House Owner, LLC
Property Manager: HK Management

RENTAL EDUCATION DISCLOSURE

This Development participates in the Virginia Housing Low-Income Housing Tax Credit Program.

In accordance with Section 6.6.19 of the Virginia Housing - Housing Tax Credit Manual, residents are hereby notified of the availability of renter education resources provided by Virginia Housing.

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- <https://www.VirginiaHousingSearch.com/Resources>

Residents are encouraged to review these resources for information related to renting, tenant responsibilities, budgeting, and housing stability.

Tenant Acknowledgment

I acknowledge that I have received this disclosure regarding the availability of renter education resources from Virginia Housing.

Resident Name (Printed): Mrs Sina B. Mayo

Resident Signature: Mrs Sina B. Mayo

Date: 3/9/26

Management Representative: Tonya Jefferson

Date: 3/5/26

RENTAL EDUCATION DISCLOSURE

(Virginia Housing's Housing Tax Credit Manual – Section 6.6.19)

Development Name: Danville House Apartments

Development Address: 600 Main Street, Danville, VA 24541

Owner: Danville House Owner, LLC

Property Manager: HK Management

RENTAL EDUCATION DISCLOSURE

This Development participates in the Virginia Housing Low-Income Housing Tax Credit Program.

In accordance with Section 6.6.19 of the Virginia Housing - Housing Tax Credit Manual, residents are hereby notified of the availability of renter education resources provided by Virginia Housing.

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- <https://www.VirginiaHousingSearch.com/Resources>

Residents are encouraged to review these resources for information related to renting, tenant responsibilities, budgeting, and housing stability.

Tenant Acknowledgment

I acknowledge that I have received this disclosure regarding the availability of renter education resources from Virginia Housing.

Resident Name (Printed): Ivory Adams

Resident Signature: Ivory Adams

Date: 3-5-26

Management Representative: Tonya Jefferson

Date: 3/5/26

RENTAL EDUCATION DISCLOSURE*(Virginia Housing's Housing Tax Credit Manual – Section 6.6.19)*

Development Name: Danville House Apartments
 Development Address: 600 Main Street, Danville, VA 24541
 Owner: Danville House Owner, LLC
 Property Manager: HK Management

RENTAL EDUCATION DISCLOSURE

This Development participates in the Virginia Housing Low-Income Housing Tax Credit Program.

In accordance with Section 6.6.19 of the Virginia Housing - Housing Tax Credit Manual, residents are hereby notified of the availability of renter education resources provided by Virginia Housing.

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- <https://www.VirginiaHousingSearch.com/Resources>

Residents are encouraged to review these resources for information related to renting, tenant responsibilities, budgeting, and housing stability.

Tenant Acknowledgment

I acknowledge that I have received this disclosure regarding the availability of renter education resources from Virginia Housing.

Resident Name (Printed):

Wilbert Slade

← Resident
Blind

Resident Signature:

[Signature]

Date:

3/10/26

Management Representative:

Tonya Jefferson

Date:

3/5/26

302

RENTAL EDUCATION DISCLOSURE

(Virginia Housing's Housing Tax Credit Manual – Section 6.6.19)

Development Name: Danville House Apartments
Development Address: 600 Main Street, Danville, VA 24541
Owner: Danville House Owner, LLC
Property Manager: HK Management

RENTAL EDUCATION DISCLOSURE

This Development participates in the Virginia Housing Low-Income Housing Tax Credit Program.

In accordance with Section 6.6.19 of the Virginia Housing - Housing Tax Credit Manual, residents are hereby notified of the availability of renter education resources provided by Virginia Housing.

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- <https://www.VirginiaHousing.com/Renters>
- <https://www.VirginiaHousingSearch.com/Resources>

Residents are encouraged to review these resources for information related to renting, tenant responsibilities, budgeting, and housing stability.

Tenant Acknowledgment

I acknowledge that I have received this disclosure regarding the availability of renter education resources from Virginia Housing.

Resident Name (Printed): Andrew Anderson

Resident Signature: Andrew Anderson

Date: 3-10-26

Management Representative: Tonya Jefferson

Date: 3/5/26

RENTAL EDUCATION DISCLOSURE

305

(Virginia Housing's Housing Tax Credit Manual – Section 6.6.19)

Development Name: Danville House Apartments
Development Address: 600 Main Street, Danville, VA 24541
Owner: Danville House Owner, LLC
Property Manager: HK Management

RENTAL EDUCATION DISCLOSURE

This Development participates in the Virginia Housing Low-Income Housing Tax Credit Program.

In accordance with Section 6.6.19 of the Virginia Housing - Housing Tax Credit Manual, residents are hereby notified of the availability of renter education resources provided by Virginia Housing.

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- <https://www.VirginiaHousingSearch.com/Resources>

Residents are encouraged to review these resources for information related to renting, tenant responsibilities, budgeting, and housing stability.

Tenant Acknowledgment

I acknowledge that I have received this disclosure regarding the availability of renter education resources from Virginia Housing.

Resident Name (Printed): Dennis Rodgers

Resident Signature: Dennis Rodgers

Date: 3-10-26

Management Representative: Tonya Jefferson

Date: 3/5/26

RENTAL EDUCATION DISCLOSURE

(Virginia Housing's Housing Tax Credit Manual – Section 6.6.19)

Development Name: Danville House Apartments
Development Address: 600 Main Street, Danville, VA 24541
Owner: Danville House Owner, LLC
Property Manager: HK Management

RENTAL EDUCATION DISCLOSURE

This Development participates in the Virginia Housing Low-Income Housing Tax Credit Program.

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- <https://www.VirginiaHousingSearch.com/Resources>

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Tenant Acknowledgment

I acknowledge that I have received this disclosure regarding the availability of renter education resources from Virginia Housing.

Resident Name (Printed): Anita Burley

Resident Signature: Anita Burley

Date: 3/9/26

Management Representative: Tonya Jefferson

Date: 3/5/26

RENTAL EDUCATION DISCLOSURE

(Virginia Housing's Housing Tax Credit Manual – Section 6.6.19)

Development Name: Danville House Apartments
Development Address: 600 Main Street, Danville, VA 24541
Owner: Danville House Owner, LLC
Property Manager: HK Management

RENTAL EDUCATION DISCLOSURE

This Development participates in the Virginia Housing Low-Income Housing Tax Credit Program.

In accordance with Section 6.6.19 of the Virginia Housing - Housing Tax Credit Manual, residents are hereby notified of the availability of renter education resources provided by Virginia Housing.

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- <https://www.VirginiaHousingSearch.com/Resources>

Residents are encouraged to review these resources for information related to renting, tenant responsibilities, budgeting, and housing stability.

Tenant Acknowledgment

I acknowledge that I have received this disclosure regarding the availability of renter education resources from Virginia Housing.

Resident Name (Printed): Debbie Lamone

Resident Signature: Debbie Lamone

Date: 3-10-26

Management Representative: Tonya Jefferson

Date: 3/5/26

RENTAL EDUCATION DISCLOSURE

(Virginia Housing's Housing Tax Credit Manual – Section 6.6.19)

Development Name: Danville House Apartments
Development Address: 600 Main Street, Danville, VA 24541
Owner: Danville House Owner, LLC
Property Manager: HK Management

RENTAL EDUCATION DISCLOSURE

This Development participates in the Virginia Housing Low-Income Housing Tax Credit Program.

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- <https://www.VirginiaHousingSearch.com/Resources>

Residents are encouraged to review these resources for information related to renting, tenant responsibilities, budgeting, and housing stability.

Tenant Acknowledgment

I acknowledge that I have received this disclosure regarding the availability of renter education resources from Virginia Housing.

Resident Name (Printed): Polly Mitchel

Resident Signature: Polly Mitchell

Date: 3/9/26

Management Representative: Tonya Jefferson

Date: 3/5/26

RENTAL EDUCATION DISCLOSURE

403

(Virginia Housing's Housing Tax Credit Manual – Section 6.6.19)

Development Name: Danville House Apartments
Development Address: 600 Main Street, Danville, VA 24541
Owner: Danville House Owner, LLC
Property Manager: HK Management

RENTAL EDUCATION DISCLOSURE

This Development participates in the Virginia Housing Low-Income Housing Tax Credit Program.

In accordance with Section 6.6.19 of the Virginia Housing - Housing Tax Credit Manual, residents are hereby notified of the availability of renter education resources provided by Virginia Housing.

Renter education information and resources are available at:

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- <https://www.VirginiaHousing.com/Renters>
- <https://www.VirginiaHousingSearch.com/Resources>

Residents are encouraged to review these resources for information related to renting, tenant responsibilities, budgeting, and housing stability.

Tenant Acknowledgment

I acknowledge that I have received this disclosure regarding the availability of renter education resources from Virginia Housing.

Resident Name (Printed): Gerald Norwood

Resident Signature: [Signature]

Date: 3/9/24

Management Representative: Tonya Jefferson

Date: 3/5/26

404

RENTAL EDUCATION DISCLOSURE

(Virginia Housing's Housing Tax Credit Manual – Section 6.6.19)

Development Name: Danville House Apartments
Development Address: 600 Main Street, Danville, VA 24541
Owner: Danville House Owner, LLC
Property Manager: HK Management

RENTAL EDUCATION DISCLOSURE

This Development participates in the Virginia Housing Low-Income Housing Tax Credit Program.

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- <https://www.VirginiaHousingSearch.com/Resources>

Residents are encouraged to review these resources for information related to renting, tenant responsibilities, budgeting, and housing stability.

Tenant Acknowledgment

I acknowledge that I have received this disclosure regarding the availability of renter education resources from Virginia Housing.

Resident Name (Printed): Robert Williams

Resident Signature: Robert Williams

Date: 3-4-26

Management Representative: Tonya Jefferson

Date: 3/5/26

RENTAL EDUCATION DISCLOSURE*(Virginia Housing's Housing Tax Credit Manual – Section 6.6.19)*

Development Name: Danville House Apartments
 Development Address: 600 Main Street, Danville, VA 24541
 Owner: Danville House Owner, LLC
 Property Manager: HK Management

RENTAL EDUCATION DISCLOSURE

This Development participates in the Virginia Housing Low-Income Housing Tax Credit Program.

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Tenant Acknowledgment

I acknowledge that I have received this disclosure regarding the availability of renter education resources from Virginia Housing.

Resident Name (Printed): A.M

Resident Signature: MEGARZ

Date: 03-9-2026

Management Representative: Tonya Jefferson

Date: 3/5/26

RENTAL EDUCATION DISCLOSURE

(Virginia Housing's Housing Tax Credit Manual – Section 6.6.19)

Development Name: Danville House Apartments
Development Address: 600 Main Street, Danville, VA 24541
Owner: Danville House Owner, LLC
Property Manager: HK Management

RENTAL EDUCATION DISCLOSURE

This Development participates in the Virginia Housing Low-Income Housing Tax Credit Program.

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Residents are encouraged to review these resources for information related to renting, tenant responsibilities, budgeting, and housing stability.

Tenant Acknowledgment

I acknowledge that I have received this disclosure regarding the availability of renter education resources from Virginia Housing. 406

Resident Name (Printed): Zelma L. Johnson

Resident Signature: Zelma L. Johnson

Date: 3-9-24

Management Representative: Tonya Jefferson

Date: 3/5/26

16

RENTAL EDUCATION DISCLOSURE

(Virginia Housing's Housing Tax Credit Manual – Section 6.6.19)

Development Name: Danville House Apartments
Development Address: 600 Main Street, Danville, VA 24541
Owner: Danville House Owner, LLC
Property Manager: HK Management

RENTAL EDUCATION DISCLOSURE

This Development participates in the Virginia Housing Low-Income Housing Tax Credit Program.

In accordance with Section 6.6.19 of the Virginia Housing - Housing Tax Credit Manual, residents are hereby notified of the availability of renter education resources provided by Virginia Housing.

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Tenant Acknowledgment

I acknowledge that I have received this disclosure regarding the availability of renter education resources from Virginia Housing.

Resident Name (Printed): Linda Hurlburt 

Resident Signature: Linda Hurlburt 

Date: 3/9/26

Management Representative: Tonya Jefferson

Date: 3/5/26

RENTAL EDUCATION DISCLOSURE*(Virginia Housing's Housing Tax Credit Manual – Section 6.6.19)*Development Name: Danville House ApartmentsDevelopment Address: 600 Main Street, Danville, VA 24541Owner: Danville House Owner, LLCProperty Manager: HK Management**RENTAL EDUCATION DISCLOSURE**

This Development participates in the Virginia Housing Low-Income Housing Tax Credit Program.

In accordance with Section 6.6.19 of the Virginia Housing - Housing Tax Credit Manual, residents are hereby notified of the availability of renter education resources provided by Virginia Housing.

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- <https://www.VirginiaHousingSearch.com/Resources>

Residents are encouraged to review these resources for information related to renting, tenant responsibilities, budgeting, and housing stability.

Tenant Acknowledgment

I acknowledge that I have received this disclosure regarding the availability of renter education resources from Virginia Housing.

Resident Name (Printed): Jay Brown

409

Resident Signature: Jay BrownDate: 3/10/26Management Representative: Tonya JeffersonDate: 3/5/26

RENTAL EDUCATION DISCLOSURE

(Virginia Housing's Housing Tax Credit Manual – Section 6.6.19)

Development Name: Danville House Apartments
 Development Address: 600 Main Street, Danville, VA 24541
 Owner: Danville House Owner, LLC
 Property Manager: HK Management

RENTAL EDUCATION DISCLOSURE

This Development participates in the Virginia Housing Low-Income Housing Tax Credit Program.

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Residents are encouraged to review these resources for information related to renting, tenant responsibilities, budgeting, and housing stability.

Tenant Acknowledgment

I acknowledge that I have received this disclosure regarding the availability of renter education resources from Virginia Housing.

Resident Name (Printed): Nancy Cipscomb

Resident Signature: [Signature]

Date: 3-9-26

Management Representative: Tonya Jefferson

Date: 3/5/26

RENTAL EDUCATION DISCLOSURE

(Virginia Housing's Housing Tax Credit Manual – Section 6.6.19)

Development Name: Danville House Apartments

Development Address: 600 Main Street, Danville, VA 24541

Owner: Danville House Owner, LLC

Property Manager: HK Management

RENTAL EDUCATION DISCLOSURE

This Development participates in the Virginia Housing Low-Income Housing Tax Credit Program.

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Tenant Acknowledgment

I acknowledge that I have received this disclosure regarding the availability of renter education resources from Virginia Housing.

Resident Name (Printed): Sherman Neal

Resident Signature: Sherman Neal

Date: 3/5/26

Management Representative: Tonya Jefferson

Date: 3/5/26

501

RENTAL EDUCATION DISCLOSURE*(Virginia Housing's Housing Tax Credit Manual – Section 6.6.19)*

Development Name: _____ Danville House Apartments _____
Development Address: _____ 600 Main Street, Danville, VA 24541 _____ 501
Owner: _____ Danville House Owner, LLC _____
Property Manager: _____ HK Management _____

RENTAL EDUCATION DISCLOSURE

This Development participates in the Virginia Housing Low-Income Housing Tax Credit Program.

In accordance with Section 6.6.19 of the Virginia Housing - Housing Tax Credit Manual, residents are hereby notified of the availability of renter education resources provided by Virginia Housing.

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Residents are encouraged to review these resources for information related to renting, tenant responsibilities, budgeting, and housing stability.

Tenant Acknowledgment

I acknowledge that I have received this disclosure regarding the availability of renter education resources from Virginia Housing.

Resident Name (Printed): Eldis Millner

Resident Signature: Eldis Millner

Date: 3.9.26

Management Representative: Tonya Jefferson

Date: 3/5/26

RENTAL EDUCATION DISCLOSURE

(Virginia Housing's Housing Tax Credit Manual – Section 6.6.19)

Development Name: Danville House Apartments
Development Address: 600 Main Street, Danville, VA 24541
Owner: Danville House Owner, LLC
Property Manager: HK Management

RENTAL EDUCATION DISCLOSURE

This Development participates in the Virginia Housing Low-Income Housing Tax Credit Program.

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Residents are encouraged to review these resources for information related to renting, tenant responsibilities, budgeting, and housing stability.

Tenant Acknowledgment

I acknowledge that I have received this disclosure regarding the availability of renter education resources from Virginia Housing.

Resident Name (Printed): NINA M. JONES

Resident Signature: NINA JONES

Date: 3-2-26

Management Representative: Tonya Jefferson

Date: 3/5/26

RENTAL EDUCATION DISCLOSURE

503

(Virginia Housing's Housing Tax Credit Manual – Section 6.6.19)

Development Name: Danville House Apartments
Development Address: 600 Main Street, Danville, VA 24541
Owner: Danville House Owner, LLC
Property Manager: HK Management

RENTAL EDUCATION DISCLOSURE

This Development participates in the Virginia Housing Low-Income Housing Tax Credit Program.

In accordance with Section 6.6.19 of the Virginia Housing - Housing Tax Credit Manual, residents are hereby notified of the availability of renter education resources provided by Virginia Housing.

Renter education information and resources are available at:

- <https://www.VirginiaHousing.com/Education>
- <https://www.VirginiaHousing.com/Renters>
- <https://www.VirginiaHousingSearch.com/Resources>

Residents are encouraged to review these resources for information related to renting, tenant responsibilities, budgeting, and housing stability.

Tenant Acknowledgment

I acknowledge that I have received this disclosure regarding the availability of renter education resources from Virginia Housing.

Resident Name (Printed): Kirk Douglas

Resident Signature: Kirk Douglas

Date: 3-5-26

Management Representative: Tonya Jefferson

Date: 3/5/26

RENTAL EDUCATION DISCLOSURE

504

(Virginia Housing's Housing Tax Credit Manual – Section 6.6.19)

Development Name: Danville House Apartments

Development Address: 600 Main Street, Danville, VA 24541

Owner: Danville House Owner, LLC

Property Manager: HK Management

RENTAL EDUCATION DISCLOSURE

This Development participates in the Virginia Housing Low-Income Housing Tax Credit Program.

In accordance with Section 6.6.19 of the Virginia Housing - Housing Tax Credit Manual, residents are hereby notified of the availability of renter education resources provided by Virginia Housing.

Renter education information and resources are available at:

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- <https://www.VirginiaHousingSearch.com/Resources>

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Tenant Acknowledgment

I acknowledge that I have received this disclosure regarding the availability of renter education resources from Virginia Housing.

Resident Name (Printed): Cheryl Korman

Resident Signature: Cheryl Korman

Date: 3/10/26

Management Representative: Tonya Jefferson

Date: 3/5/26

RENTAL EDUCATION DISCLOSURE

(Virginia Housing's Housing Tax Credit Manual – Section 6.6.19)

506

Development Name: Danville House Apartments
Development Address: 600 Main Street, Danville, VA 24541
Owner: Danville House Owner, LLC
Property Manager: HK Management

RENTAL EDUCATION DISCLOSURE

This Development participates in the Virginia Housing Low-Income Housing Tax Credit Program.

In accordance with Section 6.6.19 of the Virginia Housing - Housing Tax Credit Manual, residents are hereby notified of the availability of renter education resources provided by Virginia Housing.

Renter education information and resources are available at:

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- <https://www.VirginiaHousingSearch.com/Resources>

Residents are encouraged to review these resources for information related to renting, tenant responsibilities, budgeting, and housing stability.

Tenant Acknowledgment

I acknowledge that I have received this disclosure regarding the availability of renter education resources from Virginia Housing.

Resident Name (Printed): LAVERNE GOINS

Resident Signature: Laverne Goins

Date: 3-10-26

Management Representative: Tonya Jefferson

Date: 3/5/26

RENTAL EDUCATION DISCLOSURE

507

(Virginia Housing's Housing Tax Credit Manual – Section 6.6.19)

Development Name: Danville House Apartments
Development Address: 600 Main Street, Danville, VA 24541
Owner: Danville House Owner, LLC
Property Manager: HK Management

RENTAL EDUCATION DISCLOSURE

This Development participates in the Virginia Housing Low-Income Housing Tax Credit Program.

In accordance with Section 6.6.19 of the Virginia Housing - Housing Tax Credit Manual, residents are hereby notified of the availability of renter education resources provided by Virginia Housing.

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- <https://www.VirginiaHousingSearch.com/Resources>

Residents are encouraged to review these resources for information related to renting, tenant responsibilities, budgeting, and housing stability.

Tenant Acknowledgment

I acknowledge that I have received this disclosure regarding the availability of renter education resources from Virginia Housing.

Resident Name (Printed): Barry Hood

Resident Signature: Barry Hood

Date: 3-9-26

Management Representative: Tonya Jefferson

Date: 3/5/26

RENTAL EDUCATION DISCLOSURE

(Virginia Housing's Housing Tax Credit Manual – Section 6.6.19)

Development Name: Danville House Apartments
Development Address: 600 Main Street, Danville, VA 24541
Owner: Danville House Owner, LLC
Property Manager: HK Management

RENTAL EDUCATION DISCLOSURE

This Development participates in the Virginia Housing Low-Income Housing Tax Credit Program.

In accordance with Section 6.6.19 of the Virginia Housing - Housing Tax Credit Manual, residents are hereby notified of the availability of renter education resources provided by Virginia Housing.

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- <https://www.VirginiaHousingSearch.com/Resources>

Residents are encouraged to review these resources for information related to renting, tenant responsibilities, budgeting, and housing stability.

Tenant Acknowledgment

I acknowledge that I have received this disclosure regarding the availability of renter education resources from Virginia Housing.

Resident Name (Printed): Arlene Mitchell

Resident Signature: Arlene Mitchell

Date: 3-10-26

Management Representative: Tonya Jefferson

Date: 3/5/26

509

RENTAL EDUCATION DISCLOSURE

(Virginia Housing's Housing Tax Credit Manual – Section 6.6.19)

Development Name: Danville House Apartments
Development Address: 600 Main Street, Danville, VA 24541
Owner: Danville House Owner, LLC
Property Manager: HK Management

RENTAL EDUCATION DISCLOSURE

This Development participates in the Virginia Housing Low-Income Housing Tax Credit Program.

In accordance with Section 6.6.19 of the Virginia Housing - Housing Tax Credit Manual, residents are hereby notified of the availability of renter education resources provided by Virginia Housing.

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- <https://www.VirginiaHousingSearch.com/Resources>

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Tenant Acknowledgment

I acknowledge that I have received this disclosure regarding the availability of renter education resources from Virginia Housing.

Resident Name (Printed): Tonya Valentini

Resident Signature: Tonya Valentini

Date: 3/8/26

Management Representative: Tonya Jefferson

Date: 3/5/26

RENTAL EDUCATION DISCLOSURE

602

(Virginia Housing's Housing Tax Credit Manual – Section 6.6.19)

Development Name: Danville House Apartments
Development Address: 600 Main Street, Danville, VA 24541
Owner: Danville House Owner, LLC
Property Manager: HK Management

RENTAL EDUCATION DISCLOSURE

This Development participates in the Virginia Housing Low-Income Housing Tax Credit Program.

In accordance with Section 6.6.19 of the Virginia Housing - Housing Tax Credit Manual, residents are hereby notified of the availability of renter education resources provided by Virginia Housing.

Renter education information and resources are available at:

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- <https://www.VirginiaHousingSearch.com/Resources>

Residents are encouraged to review these resources for information related to renting, tenant responsibilities, budgeting, and housing stability.

Tenant Acknowledgment

I acknowledge that I have received this disclosure regarding the availability of renter education resources from Virginia Housing.

Resident Name (Printed): Barbara Walker

Resident Signature: Barbara Walker

Date: 3-9-2026

Management Representative: Tonya Jefferson

Date: 3/5/26

603

RENTAL EDUCATION DISCLOSURE

(Virginia Housing's Housing Tax Credit Manual – Section 6.6.19)

Development Name: Danville House Apartments
Development Address: 600 Main Street, Danville, VA 24541
Owner: Danville House Owner, LLC
Property Manager: HK Management

RENTAL EDUCATION DISCLOSURE

This Development participates in the Virginia Housing Low-Income Housing Tax Credit Program.

In accordance with Section 6.6.19 of the Virginia Housing - Housing Tax Credit Manual, residents are hereby notified of the availability of renter education resources provided by Virginia Housing.

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Residents are encouraged to review these resources for information related to renting, tenant responsibilities, budgeting, and housing stability.

Tenant Acknowledgment

I acknowledge that I have received this disclosure regarding the availability of renter education resources from Virginia Housing.

Resident Name (Printed): Velma R. Webb

Resident Signature: Velma R. Webb

Date: 3/9/2026

Management Representative: Tonya Jefferson

Date: 3/5/26

604

RENTAL EDUCATION DISCLOSURE

(Virginia Housing's Housing Tax Credit Manual – Section 6.6.19)

Development Name: Danville House Apartments

Development Address: 600 Main Street, Danville, VA 24541

Owner: Danville House Owner, LLC

Property Manager: HK Management

RENTAL EDUCATION DISCLOSURE

This Development participates in the Virginia Housing Low-Income Housing Tax Credit Program.

In accordance with Section 6.6.19 of the Virginia Housing - Housing Tax Credit Manual, residents are hereby notified of the availability of renter education resources provided by Virginia Housing.

Renter education information and resources are available at:

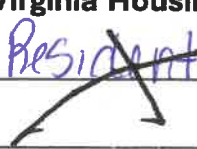
- <https://www.VirginiaHousing.com/Education>
- <https://www.VirginiaHousing.com/Renters>
- <https://www.VirginiaHousingSearch.com/Resources>

Residents are encouraged to review these resources for information related to renting, tenant responsibilities, budgeting, and housing stability.

Tenant Acknowledgment

I acknowledge that I have received this disclosure regarding the availability of renter education resources from Virginia Housing.

Resident Name (Printed): ~~Resident Blind~~ Thelma Ford

Resident Signature: 

Date: 3/5/26

Management Representative: Tonya Jefferson

Date: 3/5/26

606

RENTAL EDUCATION DISCLOSURE

(Virginia Housing's Housing Tax Credit Manual – Section 6.6.19)

Development Name: Danville House Apartments
Development Address: 600 Main Street, Danville, VA 24541
Owner: Danville House Owner, LLC
Property Manager: HK Management

RENTAL EDUCATION DISCLOSURE

This Development participates in the Virginia Housing Low-Income Housing Tax Credit Program.

In accordance with Section 6.6.19 of the Virginia Housing - Housing Tax Credit Manual, residents are hereby notified of the availability of renter education resources provided by Virginia Housing.

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- <https://www.VirginiaHousingSearch.com/Resources>

Residents are encouraged to review these resources for information related to renting, tenant responsibilities, budgeting, and housing stability.

Tenant Acknowledgment

I acknowledge that I have received this disclosure regarding the availability of renter education resources from Virginia Housing.

Resident Name (Printed): Dewey Latif Mimi's

Resident Signature: Dewey Latif Mimi's

Date: 3-10-26

Management Representative: Tonya Jefferson

Date: 3/5/26

RENTAL EDUCATION DISCLOSURE

(Virginia Housing's Housing Tax Credit Manual – Section 6.6.19)

Development Name: Danville House Apartments
Development Address: 600 Main Street, Danville, VA 24541
Owner: Danville House Owner, LLC
Property Manager: HK Management

RENTAL EDUCATION DISCLOSURE

This Development participates in the Virginia Housing Low-Income Housing Tax Credit Program.

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Tenant Acknowledgment

I acknowledge that I have received this disclosure regarding the availability of renter education resources from Virginia Housing.

Resident Name (Printed): CORANETTA PRICE

Resident Signature: Coranetta Price

Date: 3-9-2026

Management Representative: Tonya Jefferson

Date: 3/5/26

RENTAL EDUCATION DISCLOSURE

(Virginia Housing's Housing Tax Credit Manual – Section 6.6.19)

Development Name: Danville House Apartments
Development Address: 600 Main Street, Danville, VA 24541
Owner: Danville House Owner, LLC
Property Manager: HK Management

RENTAL EDUCATION DISCLOSURE

This Development participates in the Virginia Housing Low-Income Housing Tax Credit Program.

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- <https://www.VirginiaHousingSearch.com/Resources>

Residents are encouraged to review these resources for information related to renting, tenant responsibilities, budgeting, and housing stability.

Tenant Acknowledgment

I acknowledge that I have received this disclosure regarding the availability of renter education resources from Virginia Housing.

Resident Name (Printed): Patricia Flynn

Resident Signature: Patricia Flynn

Date: March 10, 2026

Management Representative: Tonya Jefferson

Date: 3/5/26

RENTAL EDUCATION DISCLOSURE**(Virginia Housing's Housing Tax Credit Manual – Section 6.6.19)**

Development Name: Danville House Apartments
 Development Address: 600 Main Street, Danville, VA 24541
 Owner: Danville House Owner, LLC
 Property Manager: HK Management

RENTAL EDUCATION DISCLOSURE

This Development participates in the Virginia Housing Low-Income Housing Tax Credit Program.

In accordance with Section 6.6.19 of the Virginia Housing - Housing Tax Credit Manual, residents are hereby notified of the availability of renter education resources provided by Virginia Housing.

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Tenant Acknowledgment

I acknowledge that I have received this disclosure regarding the availability of renter education resources from Virginia Housing.

Resident Name (Printed): BERNICE SCHOWERS

Resident Signature: Bernice Schowers

Date: 3-9-26

Management Representative: Tonya Griffin

Date: 3/5/26

702

RENTAL EDUCATION DISCLOSURE

(Virginia Housing's Housing Tax Credit Manual – Section 6.6.19)

Development Name: Danville House Apartments

Development Address: 600 Main Street, Danville, VA 24541

Owner: Danville House Owner, LLC

Property Manager: HK Management

RENTAL EDUCATION DISCLOSURE

This Development participates in the Virginia Housing Low-Income Housing Tax Credit Program.

In accordance with Section 6.6.19 of the Virginia Housing - Housing Tax Credit Manual, residents are hereby notified of the availability of renter education resources provided by Virginia Housing.

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Residents are encouraged to review these resources for information related to renting, tenant responsibilities, budgeting, and housing stability.

Tenant Acknowledgment

I acknowledge that I have received this disclosure regarding the availability of renter education resources from Virginia Housing.

Resident Name (Printed):

Resident Signature:

Date: 3-9-24

Management Representative:

Date: 3/5/26

RENTAL EDUCATION DISCLOSURE

704

(Virginia Housing's Housing Tax Credit Manual – Section 6.6.19)

Development Name: Danville House Apartments
Development Address: 600 Main Street, Danville, VA 24541
Owner: Danville House Owner, LLC
Property Manager: HK Management

RENTAL EDUCATION DISCLOSURE

This Development participates in the Virginia Housing Low-Income Housing Tax Credit Program.

In accordance with Section 6.6.19 of the Virginia Housing - Housing Tax Credit Manual, residents are hereby notified of the availability of renter education resources provided by Virginia Housing.

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- <https://www.VirginiaHousingSearch.com/Resources>

Residents are encouraged to review these resources for information related to renting, tenant responsibilities, budgeting, and housing stability.

Tenant Acknowledgment

I acknowledge that I have received this disclosure regarding the availability of renter education resources from Virginia Housing.

Resident Name (Printed): Olive McCalman

Resident Signature: Olive McCalman

Date: 3/9/26

Management Representative: Tonya Jefferson

Date: 3/5/26

705

RENTAL EDUCATION DISCLOSURE

(Virginia Housing's Housing Tax Credit Manual – Section 6.6.19)

Development Name: Danville House Apartments
Development Address: 600 Main Street, Danville, VA 24541
Owner: Danville House Owner, LLC
Property Manager: HK Management

RENTAL EDUCATION DISCLOSURE

This Development participates in the Virginia Housing Low-Income Housing Tax Credit Program.

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Residents are encouraged to review these resources for information related to renting, tenant responsibilities, budgeting, and housing stability.

Tenant Acknowledgment

I acknowledge that I have received this disclosure regarding the availability of renter education resources from Virginia Housing.

Resident Name (Printed): Rebecca J Matley

Resident Signature: Rebecca J. Matley 705

Date: 3/5/26

Management Representative: Tonya Jefferson

Date: 3/5/26

706
~~216~~

RENTAL EDUCATION DISCLOSURE

(Virginia Housing's Housing Tax Credit Manual – Section 6.6.19)

Development Name: _____ Danville House Apartments _____
Development Address: _____ 600 Main Street, Danville, VA 24541 _____
Owner: _____ Danville House Owner, LLC _____
Property Manager: _____ HK Management _____

RENTAL EDUCATION DISCLOSURE

This Development participates in the Virginia Housing Low-Income Housing Tax Credit Program.

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Tenant Acknowledgment

I acknowledge that I have received this disclosure regarding the availability of renter education resources from Virginia Housing.

Resident Name (Printed): Tony Law

Resident Signature: Tony Law

Date: 3-8-26

Management Representative: Tonya Jefferson

Date: 3/5/26

707

RENTAL EDUCATION DISCLOSURE

(Virginia Housing's Housing Tax Credit Manual – Section 6.6.19)

Development Name: Danville House Apartments
Development Address: 600 Main Street, Danville, VA 24541
Owner: Danville House Owner, LLC
Property Manager: HK Management

RENTAL EDUCATION DISCLOSURE

This Development participates in the Virginia Housing Low-Income Housing Tax Credit Program.

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Tenant Acknowledgment

I acknowledge that I have received this disclosure regarding the availability of renter education resources from Virginia Housing.

Resident Name (Printed): ROBERT G. MEHRER

Resident Signature: 

Date: 3/9/21

Management Representative: Tonya Jefferson

Date: 3/5/26

RENTAL EDUCATION DISCLOSURE

(Virginia Housing's Housing Tax Credit Manual – Section 6.6.19)

Development Name: Danville House Apartments
Development Address: 600 Main Street, Danville, VA 24541
Owner: Danville House Owner, LLC
Property Manager: HK Management

RENTAL EDUCATION DISCLOSURE

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Tenant Acknowledgment

I acknowledge that I have received this disclosure regarding the availability of renter education resources from Virginia Housing.

Resident Name (Printed): MICHAEL L. LIPSCOMB

Resident Signature: MICHAEL L. LIPSCOMB

Date: 3/9/26

Management Representative: Tonya Jefferson

Date: 3/5/26

RENTAL EDUCATION DISCLOSURE

709

(Virginia Housing's Housing Tax Credit Manual – Section 6.6.19)

Development Name: Danville House Apartments

Development Address: 600 Main Street, Danville, VA 24541

Owner: Danville House Owner, LLC

Property Manager: HK Management

RENTAL EDUCATION DISCLOSURE

This Development participates in the Virginia Housing Low-Income Housing Tax Credit Program.

In accordance with Section 6.6.19 of the Virginia Housing - Housing Tax Credit Manual, residents are hereby notified of the availability of renter education resources provided by Virginia Housing.

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- <https://www.VirginiaHousingSearch.com/Resources>

Residents are encouraged to review these resources for information related to renting, tenant responsibilities, budgeting, and housing stability.

Tenant Acknowledgment

I acknowledge that I have received this disclosure regarding the availability of renter education resources from Virginia Housing.

Resident Name (Printed): Thomas Davis

Resident Signature: Thomas Ray Davis

Date: 3-5-26

Management Representative: Tonya Jefferson

Date: 3/5/26

RENTAL EDUCATION DISCLOSURE

(Virginia Housing's Housing Tax Credit Manual – Section 6.6.19)

Development Name: Danville House Apartments
Development Address: 600 Main Street, Danville, VA 24541
Owner: Danville House Owner, LLC
Property Manager: HK Management

RENTAL EDUCATION DISCLOSURE

This Development participates in the Virginia Housing Low-Income Housing Tax Credit Program.

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Residents are encouraged to review these resources for information related to renting, tenant responsibilities, budgeting, and housing stability.

Tenant Acknowledgment

I acknowledge that I have received this disclosure regarding the availability of renter education resources from Virginia Housing.

Resident Name (Printed): Rhonda Graham

Resident Signature: Rhonda Graham

Date: 3-9-26

Management Representative: Tonya Jefferson

Date: 3/5/26

802

RENTAL EDUCATION DISCLOSURE*(Virginia Housing's Housing Tax Credit Manual – Section 6.6.19)*

Development Name: Danville House Apartments
Development Address: 600 Main Street, Danville, VA 24541
Owner: Danville House Owner, LLC
Property Manager: HK Management

RENTAL EDUCATION DISCLOSURE

This Development participates in the Virginia Housing Low-Income Housing Tax Credit Program.

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- <https://www.VirginiaHousingSearch.com/Resources>

Residents are encouraged to review these resources for information related to renting, tenant responsibilities, budgeting, and housing stability.

Tenant Acknowledgment

I acknowledge that I have received this disclosure regarding the availability of renter education resources from Virginia Housing.

Resident Name (Printed): Audrey H. Smith

Resident Signature: Audrey H. Smith

Date: 3-9-2026

Management Representative: Tonya Jefferson

Date: 3/5/26

RENTAL EDUCATION DISCLOSURE

(Virginia Housing's Housing Tax Credit Manual – Section 6.6.19)

Development Name: _____ Danville House Apartments _____

Development Address: _____ 600 Main Street, Danville, VA 24541 _____

Owner: _____ Danville House Owner, LLC _____

Property Manager: _____ HK Management _____

RENTAL EDUCATION DISCLOSURE

This Development participates in the Virginia Housing Low-Income Housing Tax Credit Program.

In accordance with Section 6.6.19 of the Virginia Housing - Housing Tax Credit Manual, residents are hereby notified of the availability of renter education resources provided by Virginia Housing.

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- <https://www.VirginiaHousingSearch.com/Resources>

Residents are encouraged to review these resources for information related to renting, tenant responsibilities, budgeting, and housing stability.

Tenant Acknowledgment

I acknowledge that I have received this disclosure regarding the availability of renter education resources from Virginia Housing.

Resident Name (Printed): Clarence Martin

Resident Signature: Clarence Martin

Date: 3-10-26

Management Representative: Tonya Jefferson

Date: 3/5/26

RENTAL EDUCATION DISCLOSURE

B04

(Virginia Housing's Housing Tax Credit Manual – Section 6.6.19)

Development Name: Danville House Apartments
Development Address: 600 Main Street, Danville, VA 24541
Owner: Danville House Owner, LLC
Property Manager: HK Management

RENTAL EDUCATION DISCLOSURE

This Development participates in the Virginia Housing Low-Income Housing Tax Credit Program.

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- <https://www.VirginiaHousingSearch.com/Resources>

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Tenant Acknowledgment

I acknowledge that I have received this disclosure regarding the availability of renter education resources from Virginia Housing.

Resident Name (Printed): GREER GREER

Resident Signature: Greer

Date: 3/10/26

Management Representative: Tonya Jefferson

Date: 3/5/26

RENTAL EDUCATION DISCLOSURE*(Virginia Housing's Housing Tax Credit Manual – Section 6.6.19)*

Development Name: Danville House Apartments
 Development Address: 600 Main Street, Danville, VA 24541
 Owner: Danville House Owner, LLC
 Property Manager: HK Management

RENTAL EDUCATION DISCLOSURE

This Development participates in the Virginia Housing Low-Income Housing Tax Credit Program.

In accordance with Section 6.6.19 of the Virginia Housing - Housing Tax Credit Manual, residents are hereby notified of the availability of renter education resources provided by Virginia Housing.

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Residents are encouraged to review these resources for information related to renting, tenant responsibilities, budgeting, and housing stability.

Tenant Acknowledgment

I acknowledge that I have received this disclosure regarding the availability of renter education resources from Virginia Housing.

Resident Name (Printed): Alisha Curley

Resident Signature: Alisha Curley

Date: 3-9-26

Management Representative: Tonya Jefferson

Date: 3/5/26

RENTAL EDUCATION DISCLOSURE

(Virginia Housing's Housing Tax Credit Manual – Section 6.6.19)

Development Name: Danville House Apartments
Development Address: 600 Main Street, Danville, VA 24541
Owner: Danville House Owner, LLC
Property Manager: HK Management

RENTAL EDUCATION DISCLOSURE

This Development participates in the Virginia Housing Low-Income Housing Tax Credit Program.

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- <https://www.VirginiaHousingSearch.com/Resources>

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Tenant Acknowledgment

I acknowledge that I have received this disclosure regarding the availability of renter education resources from Virginia Housing.

Resident Name (Printed): Andr' Tanner

Resident Signature: [Signature]

Date: 3/5/26

Management Representative: Tonya Jefferson

Date: 3/5/26

RENTAL EDUCATION DISCLOSURE*(Virginia Housing's Housing Tax Credit Manual – Section 6.6.19)*Development Name: Danville House ApartmentsDevelopment Address: 600 Main Street, Danville, VA 24541Owner: Danville House Owner, LLCProperty Manager: HK Management**RENTAL EDUCATION DISCLOSURE**

This Development participates in the Virginia Housing Low-Income Housing Tax Credit Program.

In accordance with Section 6.6.19 of the Virginia Housing - Housing Tax Credit Manual, residents are hereby notified of the availability of renter education resources provided by Virginia Housing.

Renter education information and resources are available at:

- <https://www.VirginiaHousing.com/Education>
- <https://www.VirginiaHousing.com/Renters>
- <https://www.VirginiaHousingSearch.com/Resources>

Residents are encouraged to review these resources for information related to renting, tenant responsibilities, budgeting, and housing stability.

Tenant Acknowledgment

I acknowledge that I have received this disclosure regarding the availability of renter education resources from Virginia Housing.

Resident Name (Printed):

Mario Kupperbon

Resident Signature:

Mario Kupperbon

Date:

3/10/26

Management Representative:

Tonya Jefferson

Date:

3/5/26

RENTAL EDUCATION DISCLOSURE

(Virginia Housing's Housing Tax Credit Manual – Section 6.6.19)

Development Name: Danville House Apartments
Development Address: 600 Main Street, Danville, VA 24541
Owner: Danville House Owner, LLC
Property Manager: HK Management

RENTAL EDUCATION DISCLOSURE

This Development participates in the Virginia Housing Low-Income Housing Tax Credit Program.

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- <https://www.VirginiaHousingSearch.com/Resources>

Residents are encouraged to review these resources for information related to renting, tenant responsibilities, budgeting, and housing stability.

Tenant Acknowledgment

I acknowledge that I have received this disclosure regarding the availability of renter education resources from Virginia Housing.

Resident Name (Printed): Rosa M. Silva

Resident Signature: [Signature]

Date: 03/09/2026

Management Representative: Tonya Jefferson

Date: 3/5/26

901

RENTAL EDUCATION DISCLOSURE

(Virginia Housing's Housing Tax Credit Manual – Section 6.6.19)

Development Name: Danville House Apartments

Development Address: 600 Main Street, Danville, VA 24541

Owner: Danville House Owner, LLC

Property Manager: HK Management

RENTAL EDUCATION DISCLOSURE

This Development participates in the Virginia Housing Low-Income Housing Tax Credit Program.

In accordance with Section 6.6.19 of the Virginia Housing - Housing Tax Credit Manual, residents are hereby notified of the availability of renter education resources provided by Virginia Housing.

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- <https://www.VirginiaHousingSearch.com/Resources>

Residents are encouraged to review these resources for information related to renting, tenant responsibilities, budgeting, and housing stability.

Tenant Acknowledgment

I acknowledge that I have received this disclosure regarding the availability of renter education resources from Virginia Housing.

Resident Name (Printed): Helel C. Watkins

Resident Signature: Helel C. Watkins

Date: 3-10-26

Management Representative: Tonya Jefferson

Date: 3/5/26

902

RENTAL EDUCATION DISCLOSURE

(Virginia Housing's Housing Tax Credit Manual – Section 6.6.19)

Development Name: Danville House Apartments

Development Address: 600 Main Street, Danville, VA 24541

Owner: Danville House Owner, LLC

Property Manager: HK Management

RENTAL EDUCATION DISCLOSURE

This Development participates in the Virginia Housing Low-Income Housing Tax Credit Program.

In accordance with Section 6.6.19 of the Virginia Housing - Housing Tax Credit Manual, residents are hereby notified of the availability of renter education resources provided by Virginia Housing.

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- <https://www.VirginiaHousingSearch.com/Resources>

Residents are encouraged to review these resources for information related to renting, tenant responsibilities, budgeting, and housing stability.

Tenant Acknowledgment

I acknowledge that I have received this disclosure regarding the availability of renter education resources from Virginia Housing.

Resident Name (Printed): Irver J. Hazelwood

Resident Signature: Irver J. Hazelwood

Date: 3-10-26

Management Representative: Tonya Jefferson

Date: 3/5/26

903

RENTAL EDUCATION DISCLOSURE

(Virginia Housing's Housing Tax Credit Manual – Section 6.6.19)

Development Name: Danville House Apartments
Development Address: 600 Main Street, Danville, VA 24541
Owner: Danville House Owner, LLC
Property Manager: HK Management

RENTAL EDUCATION DISCLOSURE

This Development participates in the Virginia Housing Low-Income Housing Tax Credit Program.

In accordance with Section 6.6.19 of the Virginia Housing - Housing Tax Credit Manual, residents are hereby notified of the availability of renter education resources provided by Virginia Housing.

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- <https://www.VirginiaHousingSearch.com/Resources>

Residents are encouraged to review these resources for information related to renting, tenant responsibilities, budgeting, and housing stability.

Tenant Acknowledgment

I acknowledge that I have received this disclosure regarding the availability of renter education resources from Virginia Housing.

Resident Name (Printed): CAROLYN TANNER

Resident Signature: Carolyn Tanner

Date: 3/10/26

Management Representative: Tonya Jefferson

Date: 3/5/26

904

RENTAL EDUCATION DISCLOSURE

(Virginia Housing's Housing Tax Credit Manual – Section 6.6.19)

Development Name: Danville House Apartments

Development Address: 600 Main Street, Danville, VA 24541

Owner: Danville House Owner, LLC

Property Manager: HK Management

RENTAL EDUCATION DISCLOSURE

This Development participates in the Virginia Housing Low-Income Housing Tax Credit Program.

In accordance with Section 6.6.19 of the Virginia Housing - Housing Tax Credit Manual, residents are hereby notified of the availability of renter education resources provided by Virginia Housing.

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- <https://www.VirginiaHousingSearch.com/Resources>

Residents are encouraged to review these resources for information related to renting, tenant responsibilities, budgeting, and housing stability.

Tenant Acknowledgment

I acknowledge that I have received this disclosure regarding the availability of renter education resources from Virginia Housing.

Resident Name (Printed): Clifton Walker

Resident Signature: Clifton Walker

Date: 3/10/2026

Management Representative: Tonya Jefferson

Date: 3/5/26

RENTAL EDUCATION DISCLOSURE*(Virginia Housing's Housing Tax Credit Manual – Section 6.6.19)*

Development Name: Danville House Apartments
 Development Address: 600 Main Street, Danville, VA 24541
 Owner: Danville House Owner, LLC
 Property Manager: HK Management

RENTAL EDUCATION DISCLOSURE

This Development participates in the Virginia Housing Low-Income Housing Tax Credit Program.

In accordance with Section 6.6.19 of the Virginia Housing - Housing Tax Credit Manual, residents are hereby notified of the availability of renter education resources provided by Virginia Housing.

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- <https://www.VirginiaHousingSearch.com/Resources>

Residents are encouraged to review these resources for information related to renting, tenant responsibilities, budgeting, and housing stability.

Tenant Acknowledgment

I acknowledge that I have received this disclosure regarding the availability of renter education resources from Virginia Housing.

Resident Name (Printed): Ulysses Hallan x

Resident Signature: Ulysses Hallan

Date: 3-10-27

Management Representative: Tonya Jefferson

Date: 3/5/26

RENTAL EDUCATION DISCLOSURE

906

(Virginia Housing's Housing Tax Credit Manual – Section 6.6.19)

Development Name: Danville House Apartments
Development Address: 600 Main Street, Danville, VA 24541
Owner: Danville House Owner, LLC
Property Manager: HK Management

RENTAL EDUCATION DISCLOSURE

This Development participates in the Virginia Housing Low-Income Housing Tax Credit Program.

In accordance with Section 6.6.19 of the Virginia Housing - Housing Tax Credit Manual, residents are hereby notified of the availability of renter education resources provided by Virginia Housing.

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- <https://www.VirginiaHousing.com/Renters>
- <https://www.VirginiaHousingSearch.com/Resources>

Residents are encouraged to review these resources for information related to renting, tenant responsibilities, budgeting, and housing stability.

Tenant Acknowledgment

I acknowledge that I have received this disclosure regarding the availability of renter education resources from Virginia Housing.

Resident Name (Printed): MARYL Reid

Resident Signature: MARYL Reid

Date: 3-10-26

Management Representative: Tonya Jefferson

Date: 3/5/26

RENTAL EDUCATION DISCLOSURE

909

(Virginia Housing's Housing Tax Credit Manual – Section 6.6.19)

Development Name: Danville House Apartments
Development Address: 600 Main Street, Danville, VA 24541
Owner: Danville House Owner, LLC
Property Manager: HK Management

RENTAL EDUCATION DISCLOSURE

This Development participates in the Virginia Housing Low-Income Housing Tax Credit Program.

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- <https://www.VirginiaHousingSearch.com/Resources>

Residents are encouraged to review these resources for information related to renting, tenant responsibilities, budgeting, and housing stability.

Tenant Acknowledgment

I acknowledge that I have received this disclosure regarding the availability of renter education resources from Virginia Housing.

Resident Name (Printed): GARY LEONARD

Resident Signature: [Signature]

Date: 3-10-26

Management Representative: Tonya Jefferson

Date: 3/5/26

RENTAL EDUCATION DISCLOSURE

(Virginia Housing's Housing Tax Credit Manual – Section 6.6.19)

Development Name: Danville House Apartments

Development Address: 600 Main Street, Danville, VA 24541

Owner: Danville House Owner, LLC

Property Manager: HK Management

RENTAL EDUCATION DISCLOSURE

This Development participates in the Virginia Housing Low-Income Housing Tax Credit Program.

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- <https://www.VirginiaHousingSearch.com/Resources>

Residents are encouraged to review these resources for information related to renting, tenant responsibilities, budgeting, and housing stability.

Tenant Acknowledgment

I acknowledge that I have received this disclosure regarding the availability of renter education resources from Virginia Housing.

Resident Name (Printed):

Jarvis Smith

Resident Signature:

Jarvis Smith

Date:

3-5-26

Management Representative:

Tonya Jefferson

Date:

3/5/26

911

RENTAL EDUCATION DISCLOSURE

(Virginia Housing's Housing Tax Credit Manual – Section 6.6.19)

Development Name: Danville House Apartments
Development Address: 600 Main Street, Danville, VA 24541
Owner: Danville House Owner, LLC
Property Manager: HK Management

RENTAL EDUCATION DISCLOSURE

This Development participates in the Virginia Housing Low-Income Housing Tax Credit Program.

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- <https://www.VirginiaHousing.com/Renters>
- <https://www.VirginiaHousingSearch.com/Resources>

Residents are encouraged to review these resources for information related to renting, tenant responsibilities, budgeting, and housing stability.

Tenant Acknowledgment

I acknowledge that I have received this disclosure regarding the availability of renter education resources from Virginia Housing.

Resident Name (Printed): Ammie Mcbane

Resident Signature: Ammie Mcbane

Date: March 9, 2026

Management Representative: Tonya Jefferson

Date: 3/5/26

RENTAL EDUCATION DISCLOSURE

(Virginia Housing's Housing Tax Credit Manual – Section 6.6.19)

Development Name: Danville House Apartments

Development Address: 600 Main Street, Danville, VA 24541

Owner: Danville House Owner, LLC

Property Manager: HK Management

RENTAL EDUCATION DISCLOSURE

This Development participates in the Virginia Housing Low-Income Housing Tax Credit Program.

In accordance with Section 6.6.19 of the Virginia Housing - Housing Tax Credit Manual, residents are hereby notified of the availability of renter education resources provided by Virginia Housing.

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- <https://www.VirginiaHousing.com/Renters>
- <https://www.VirginiaHousingSearch.com/Resources>

Residents are encouraged to review these resources for information related to renting, tenant responsibilities, budgeting, and housing stability.

Tenant Acknowledgment

I acknowledge that I have received this disclosure regarding the availability of renter education resources from Virginia Housing.

Resident Name (Printed): Alber W. Winters

Resident Signature: Alber W. Winters

Date: 3-5-26

Management Representative: Tonya Jefferson

Date: 3/5/26

B-01

RENTAL EDUCATION DISCLOSURE

(Virginia Housing's Housing Tax Credit Manual – Section 6.6.19)

Development Name: Danville House Apartments
Development Address: 600 Main Street, Danville, VA 24541
Owner: Danville House Owner, LLC
Property Manager: HK Management

RENTAL EDUCATION DISCLOSURE

This Development participates in the Virginia Housing Low-Income Housing Tax Credit Program.

In accordance with Section 6.6.19 of the Virginia Housing - Housing Tax Credit Manual, residents are hereby notified of the availability of renter education resources provided by Virginia Housing.

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- <https://www.VirginiaHousing.com/Renters>
- <https://www.VirginiaHousingSearch.com/Resources>

Residents are encouraged to review these resources for information related to renting, tenant responsibilities, budgeting, and housing stability.

Tenant Acknowledgment

I acknowledge that I have received this disclosure regarding the availability of renter education resources from Virginia Housing.

Resident Name (Printed): DENNIS A. SCEARCE

Resident Signature: Dennis A. Scarce

Date: 3-5-26

Management Representative: Tonya Jefferson

Date: 3/5/26



RENTAL EDUCATION DISCLOSURE

(Virginia Housing's Housing Tax Credit Manual - Section 6.19)

Development Name: Danville House Apartments

Development Address: 800 Main Street, Danville, VA 24041

Owner: Danville House Owner, LLC

Property Manager: HK Management

RENTAL EDUCATION DISCLOSURE

This Development participates in the Virginia Housing Low-Income Housing Tax Credit Program.

In accordance with Section 6.19 of the Virginia Housing - Housing Tax Credit Manual, residents are hereby notified of the availability of renter education resources provided by Virginia Housing.

Renter education information and resources are available at:

- <https://www.VirginiaHousing.com/Education>
- <https://www.VirginiaHousing.com/Renters>
- <https://www.VirginiaHousing.com/Resources>

Residents are encouraged to review these resources for information related to renting, tenant responsibilities, budgeting, and housing stability.

Tenant Acknowledgment

I acknowledge that I have received this disclosure regarding the availability of renter education resources from Virginia Housing.

Resident Name (Printed): CHADIA BRANDS

Resident Signature: _____

Date: _____

Management Representative: Tanya Gelpke

Date: 3/5/20

G03

PLEASE SIGN AND RETURN TO G-04 OFFICE

RENTAL EDUCATION DISCLOSURE

Virginia Housing's Housing Tax Credit Manual - Section 6.6.19)

Development Name: Danville House Apartments

Development Address: 600 Main Street, Danville, VA 24541

Owner: Danville House Owner, LLC

Property Manager: HK Management

RENTAL EDUCATION DISCLOSURE

This Development participates in the Virginia Housing Low-Income Housing Tax Credit Program.

In accordance with Section 6.6.19 of the Virginia Housing - Housing Tax Credit Manual, residents are hereby notified of the availability of renter education resources provided by Virginia Housing.

Renter education information and resources are available at:

- <http://www.VirginiaHousing.com/Education>
- <http://www.VirginiaHousing.com/Renters>
- <https://www.VirginiaHousingSearch.com/Resources>

Residents are encouraged to review these resources for information related to renting, tenant responsibilities, budgeting, and housing stability.

Tenant Acknowledgment

I acknowledge that I have received this disclosure regarding the availability of renter education resources from Virginia Housing.

Resident Name (Printed): _____

Resident Signature: _____

Date: _____

Management Representative: Tanya Ayuba

Date: 3/5/20

G04

Please sign
and return to office

6-08

RENTAL EDUCATION DISCLOSURE

(Virginia Housing's Housing Tax Credit Manual - Section 6.6.19)

Development Name: Danville House Apartments
Development Address: 600 Main Street, Danville, VA 24541
Owner: Danville House Owner, LLC
Property Manager: HK Management

RENTAL EDUCATION DISCLOSURE

This Development participates in the Virginia Housing Low-Income Housing Tax Credit Program.

In accordance with Section 6.6.19 of the Virginia Housing - Housing Tax Credit Manual, residents are hereby notified of the availability of renter education resources provided by Virginia Housing.

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- <https://www.VirginiaHousing.com/Renters>
- <https://www.VirginiaHousingSearch.com/Resources>

Residents are encouraged to review these resources for information related to renting, tenant responsibilities, budgeting, and housing stability.

Tenant Acknowledgment

I acknowledge that I have received this disclosure regarding the availability of renter education resources from Virginia Housing.

Resident Name (Printed): _____

Resident Signature: _____

Date: _____

Management Representative: Yongqin Qiu

Date: 3/5/20

G08



Please Sign and Return
to Office.

109

RENTAL EDUCATION DISCLOSURE

(Virginia Housing's Housing Tax Credit Manual - Section 8.8.19)

Development Name: _____ Danville House Apartments
Development Address: _____ 600 Main Street, Danville, VA 24041
Owner: _____ Danville House Owner, LLC
Property Manager: _____ MK Management

RENTAL EDUCATION DISCLOSURE

This Development participates in the Virginia Housing Low-Income Housing Tax Credit Program.

In accordance with Section 8.8.19 of the Virginia Housing - Housing Tax Credit Manual, residents are hereby notified of the availability of renter education resources provided by Virginia Housing.

Renter education information and resources are available at:

- <https://www.virginiahousing.com/Education>
- <https://www.virginiahousing.com/Education>

Residents are encouraged to review these resources for information relating to renter responsibilities, budgeting, and housing stability.

Tenant Acknowledgment

I acknowledge that I have received this disclosure regarding the availability of renter education resources from Virginia Housing.

Resident Name (Printed): _____

Resident Signature: _____

Date: _____

Management Representative: Tanya Oubre

Date: 3/5/20

109

James Craft
October 1, 2011



110

Please sign and RETURN TO OFFICE 110

RENTAL EDUCATION DISCLOSURE

(Virginia Housing's Housing Tax Credit Manual - Section 6.6.19)
Development Name: Danville House Apartments
Development Address: 500 Main Street, Danville, VA 24541
Owner: Danville House Owner, LLC
Property Manager: HK Management

RENTAL EDUCATION DISCLOSURE

This Development participates in the Virginia Housing Low-Income Housing Tax Credit Program.
In accordance with Section 6.6.19 of the Virginia Housing - Housing Tax Credit Manual, residents are hereby notified of the availability of rental education resources provided by Virginia Housing.

Rental education information and resources are available at:

- <https://www.virginiahousing.com/Renters>
 - <https://www.virginiahousing.com/Resources>
- Residents are encouraged to review these resources for information related to renting, tenant responsibilities, budgeting, and housing stability.

Tenant Acknowledgment

I acknowledge that I have received this disclosure regarding the availability of rental education resources from Virginia Housing.

X Resident Name (printed): _____

X Resident Signature: _____

X Date: 3/6/26

Management Representative: Longy G. G. G.



Please sign and return to OFFICE.

RENTAL EDUCATION DISCLOSURE

(Virginia Housing's Housing Tax Credit Manual - Section 6.6.19)

Development Name: Danville House Apartments
Development Address: 600 Main Street, Danville, VA 24541
Owner: Danville House Owner, LLC
Property Manager: HK Management

RENTAL EDUCATION DISCLOSURE

This Development participates in the Virginia Housing Low-Income Housing Tax Credit Program.

In accordance with Section 6.6.19 of the Virginia Housing - Housing Tax Credit Manual, residents are hereby notified of the availability of renter education resources provided by Virginia Housing.

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- <https://www.VirginiaHousingSearch.com/Resources>

Residents are encouraged to review these resources for information related to renting, tenant responsibilities, budgeting, and housing stability.

Tenant Acknowledgment

I acknowledge that I have received this disclosure regarding the availability of renter education resources from Virginia Housing.

Resident Name (Printed):

Resident Signature:

Date:

Management Representative: Yonga Gueba
Date: 3/5/20

201



Please sign and return to OFFICE.

RENTAL EDUCATION DISCLOSURE

(Virginia Housing's Housing Tax Credit Manual - Section 6.6.19)

Development Name: Danville House Apartments
Development Address: 600 Main Street, Danville, VA 24541
Owner: Danville House Owner, LLC
Property Manager: HK Management

RENTAL EDUCATION DISCLOSURE

This Development participates in the Virginia Housing Low-Income Housing Tax Credit Program.

In accordance with Section 6.6.19 of the Virginia Housing - Housing Tax Credit Manual, residents are hereby notified of the availability of renter education resources provided by Virginia Housing.

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Residents are encouraged to review these resources for information related to renting, tenant responsibilities, budgeting, and housing stability.

Tenant Acknowledgment

I acknowledge that I have received this disclosure regarding the availability of renter education resources from Virginia Housing.

☒ Resident Name (Printed): _____

☒ Resident Signature: _____

☒ Date: _____

Management Representative: Tonya Jefferson

Date: 3/5/26

Please sign and Return to 203
OFFICE

RENTAL EDUCATION DISCLOSURE

(Virginia Housing's Housing Tax Credit Manual - Section 6.6.19)

Development Name: Danville House Apartments
Development Address: 600 Main Street, Danville, VA 24541
Owner: Danville House Owner, LLC
Property Manager: HK Management

RENTAL EDUCATION DISCLOSURE

This Development participates in the Virginia Housing Low-Income Housing Tax Credit Program.
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 - <https://www.virginiahousingsearch.com/Resources>
- Residents are encouraged to review these resources for information related to renting, tenant responsibilities, budgeting, and housing stability.

Tenant Acknowledgment

I acknowledge that I have received this disclosure regarding the availability of renter education resources from Virginia Housing.

X Resident Name (Printed):

X Resident Signature:

X Date:

Management Representative: Tonya Gifford
Date: 3/5/20



Who gather
here

208

Please sign
and return to office

20

RENTAL EDUCATION DISCLOSURE

(Virginia Housing's Housing Tax Credit Manual - Section 6.8.16)

Development Name: Danville House Apartments
Development Address: 609 Main Street, Danville, VA 24541
Owner: Danville House Owner, LLC
Property Manager: HK Management

RENTAL EDUCATION DISCLOSURE

This Development participates in the Virginia Housing Low-Income Housing Tax Credit Program.

In accordance with Section 6.8.16 of the Virginia Housing - Housing Tax Credit Manual, residents are hereby notified of the availability of rental education resources provided by Virginia Housing.

Rental education information and resources are available at:

- <https://www.VirginiaHousing.com/Education>
- <https://www.VirginiaHousing.com/Renters>
- <https://www.VirginiaHousingSearch.com/Resources>

Residents are encouraged to review these resources for information related to renting, tenant responsibilities, budgeting, and housing stability.

Tenant Acknowledgment

I acknowledge that I have received this disclosure regarding the availability of rental education resources from Virginia Housing.

X Resident Name (printed): _____

X Resident Signature: _____

X Date: 3/5/20

Management Representative: Laura Gifford

Date: 3/5/20

Please sign and Return to OFFICE 211

RENTAL EDUCATION DISCLOSURE

(Virginia Housing's Housing Tax Credit Manual - Section 6.6.19)

Development Name: Danville House Apartments
Development Address: 600 Main Street, Danville, VA 24541
Owner: Danville House Owner, LLC
Property Manager: HK Management

RENTAL EDUCATION DISCLOSURE

This Development participates in the Virginia Housing Low-Income Housing Tax Credit Program.

In accordance with Section 6.6.19 of the Virginia Housing - Housing Tax Credit Manual, residents are hereby notified of the availability of renter education resources provided by Virginia Housing.

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- <https://www.VirginiaHousingSearch.com/Resources>

Residents are encouraged to review these resources for information related to renting, tenant responsibilities, budgeting, and housing stability.

Tenant Acknowledgment

I acknowledge that I have received this disclosure regarding the availability of renter education resources from Virginia Housing.

☒ Resident Name (Printed): _____

☒ Resident Signature: _____

☒ Date: _____

Management Representative: Tonya Griffin

Date: 3/5/21





303

Please sign and return to OFFICE 303

RENTAL EDUCATION DISCLOSURE

(Virginia Housing's Housing Tax Credit Manual - Section 6.6.18)

Development Name: Danville House Apartments
Development Address: 600 Main Street, Danville, VA 24541
Owner: Danville House Owner, LLC
Property Manager: HK Management

RENTAL EDUCATION DISCLOSURE

This Development participates in the Virginia Housing Low-Income Housing Tax Credit Program.

In accordance with Section 6.6.18 of the Virginia Housing - Housing Tax Credit Manual, residents are hereby notified of the availability of renter education resources provided by Virginia Housing.

Renter education information and resources are available at:

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- <https://www.VirginiaHousingSearch.com/Resources>

Residents are encouraged to review these resources for information related to renting, tenant responsibilities, budgeting, and housing stability.

Tenant Acknowledgment

I acknowledge that I have received this disclosure regarding the availability of renter education resources from Virginia Housing.

Resident Name (Printed): _____

Resident Signature: _____

Date: _____

Management Representative: Tonya Jefferson

Date: 3/5/26

RENTAL EDUCATION DISCLOSURE

(Virginia Housing's Housing Tax Credit Manual – Section 6.6.19)

Development Name: Danville House Apartments
Development Address: 600 Main Street, Danville, VA 24541
Owner: Danville House Owner, LLC
Property Manager: HK Management

RENTAL EDUCATION DISCLOSURE

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- <https://www.VirginiaHousingSearch.com/Resources>

Residents are encouraged to review these resources for information related to renting, tenant responsibilities, budgeting, and housing stability.

Tenant Acknowledgment

I acknowledge that I have received this disclosure regarding the availability of renter education resources from Virginia Housing.

Resident Name (Printed): Jack W. Yates

Resident Signature: Jack W. Yates

Date: 3/11/26

Management Representative: Tonya Jefferson

Date: 3/5/26

410

RENTAL EDUCATION DISCLOSURE

(Virginia Housing's Housing Tax Credit Manual – Section 6.6.19)

Development Name: Danville House Apartments
Development Address: 600 Main Street, Danville, VA 24541
Owner: Danville House Owner, LLC
Property Manager: HK Management

RENTAL EDUCATION DISCLOSURE

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- <https://www.VirginiaHousingSearch.com/Resources>

Residents are encouraged to review these resources for information related to renting, tenant responsibilities, budgeting, and housing stability.

Tenant Acknowledgment

I acknowledge that I have received this disclosure regarding the availability of renter education resources from Virginia Housing.

Resident Name (Printed): Curtis A. Maxwell

Resident Signature: Curtis A. Maxwell

Date: 3/10/26

Management Representative: Tonya Jefferson

Date: 3/5/26

Please sign and Return 505
to OFFICE

RENTAL EDUCATION DISCLOSURE

(Virginia Housing's Housing Tax Credit Manual - Section 6.6.19)

Development Name: _____ Danville House Apartments
Development Address: _____ 600 Main Street, Danville, VA 24541
Owner: _____ Danville House Owner, LLC
Property Manager: _____ HK Management

RENTAL EDUCATION DISCLOSURE

This Development participates in the Virginia Housing Low-Income Housing Tax Credit Program.

In accordance with Section 6.6.19 of the Virginia Housing - Housing Tax Credit Manual, residents are hereby notified of the availability of renter education resources provided by Virginia Housing.

Renter education information and resources are available at:

- <https://www.VirginiaHousing.com/Education>
- <https://www.VirginiaHousing.com/Renters>
- <https://www.VirginiaHousingSearch.com/Resources>

Residents are encouraged to review these resources for information related to renting, tenant responsibilities, budgeting, and housing stability.

Tenant Acknowledgment

I acknowledge that I have received this disclosure regarding the availability of renter education resources from Virginia Housing.

Resident Name (Printed): _____ X

Resident Signature: _____ X

Date: _____ X

Management Representative: Lonya Oulbor

Date: 3/5/26

505

Please sign and RETURN TO 601 OFFICE

RENTAL EDUCATION DISCLOSURE

(Virginia Housing's Housing Tax Credit Manual - Section 6.19)

Development Name: Danville House Apartments
Development Address: 600 Main Street, Danville, VA 24541
Owner: Danville House Owner, LLC
Property Manager: HK Management

RENTAL EDUCATION DISCLOSURE

This Development participates in the Virginia Housing Low-Income Housing Tax Credit Program.

In accordance with Section 6.6, 19 of the Virginia Housing - Housing Tax Credit Manual, residents are hereby notified of the availability of renter education resources provided by Virginia Housing.

Renter education information and resources are available at:

- <https://www.virginiahousing.gov/education>
- <https://www.virginiahousing.com/renters>
- <https://www.virginiahousing.com/renters>

Residents are encouraged to review these resources for information related to renting, tenant responsibilities, budgeting, and housing stability.

Tenant Acknowledgment

I acknowledge that I have received this disclosure regarding the availability of renter education resources from Virginia Housing.

Resident Name (Printed):

Resident Signature:

Date:

Management Representative: *Donna Cybore*

Date: 3/5/20

601

MENTAL EDUCATION DISCLOSURE

(Virginia Housing's Housing Tax Credit Manual - Section 8.6.19)

Development Name: Donatella Housing Development

Development Address: 605 Main Street, Danville, VA 24041

Owner: Donatella Housing Development, LLC

Property Manager: HR Management

MENTAL EDUCATION DISCLOSURE

This Development participates in the Virginia Housing Landlord-Tenant Housing Tax Credit Program.

In accordance with Section 8.6.19 of the Virginia Housing - Housing Tax Credit Manual, residents are hereby notified of the availability of mental education resources provided by Virginia Housing.

Further education information and resources are available at:

- <https://www.virginiahousing.com/landlord>
- <https://www.virginiahousing.com/tenant>

Residents are encouraged to review these resources for information related to rental, tenant responsibilities, budgeting, and housing stability.

Tenant Acknowledgment

I acknowledge that I have received this disclosure regarding the availability of rental, education resources from Virginia Housing.

Resident Name (Printed): _____

Resident Signature: _____

Date: 3/5/20

Development Representative: Donatella

Date: 3/5/20



605

RENTAL EDUCATION DISCLOSURE

(Virginia Housing's Housing Tax Credit Manual – Section 6.6.19)

Development Name: Danville House Apartments
Development Address: 600 Main Street, Danville, VA 24541
Owner: Danville House Owner, LLC
Property Manager: HK Management

RENTAL EDUCATION DISCLOSURE

This Development participates in the Virginia Housing Low-Income Housing Tax Credit Program.

In accordance with Section 6.6.19 of the Virginia Housing - Housing Tax Credit Manual, residents are hereby notified of the availability of renter education resources provided by Virginia Housing.

Renter education information and resources are available at:

- <https://www.VirginiaHousing.com/Education>
- <https://www.VirginiaHousing.com/Renters>
- <https://www.VirginiaHousingSearch.com/Resources>

Residents are encouraged to review these resources for information related to renting, tenant responsibilities, budgeting, and housing stability.

Tenant Acknowledgment

I acknowledge that I have received this disclosure regarding the availability of renter education resources from Virginia Housing.

Resident Name (Printed): JERRY HARRIS

Resident Signature: [Signature]

Date: 3-11-26

Management Representative: Tonya Jefferson

Date: 3/5/26

809

RENTAL EDUCATION DISCLOSURE

(Virginia Housing's Housing Tax Credit Manual – Section 6.6.19)

Development Name: Danville House Apartments
Development Address: 600 Main Street, Danville, VA 24541
Owner: Danville House Owner, LLC
Property Manager: HK Management

RENTAL EDUCATION DISCLOSURE

This Development participates in the Virginia Housing Low-Income Housing Tax Credit Program.

In accordance with Section 6.6.19 of the Virginia Housing - Housing Tax Credit Manual, residents are hereby notified of the availability of renter education resources provided by Virginia Housing.

Renter education information and resources are available at:

- <https://www.VirginiaHousing.com/Education>
- <https://www.VirginiaHousing.com/Renters>
- <https://www.VirginiaHousingSearch.com/Resources>

Residents are encouraged to review these resources for information related to renting, tenant responsibilities, budgeting, and housing stability.

Tenant Acknowledgment

I acknowledge that I have received this disclosure regarding the availability of renter education resources from Virginia Housing.

Resident Name (Printed): Rodolph Toules

Resident Signature: Rodolph Toules

Date: 3/11/26

Management Representative: Tonya Jefferson

Date: 3/5/26

Please sign and Return to Office

RENTAL EDUCATION DISCLOSURE
(Virginia Housing's Housing Tax Credit Manual - Section 6.6.19) 907

Development Name: Danville House Apartments
Development Address: 600 Main Street, Danville, VA 24541
Owner: Danville House Owner, LLC
Property Manager: HK Management

RENTAL EDUCATION DISCLOSURE

This Development participates in the Virginia Housing Low-Income Housing Tax Credit Program.

In accordance with Section 6.6.19 of the Virginia Housing - Housing Tax Credit Manual, residents are hereby notified of the availability of renter education resources provided by Virginia Housing.

Renter education information and resources are available at:

- <https://www.VirginiaHousing.com/Education>
- <https://www.VirginiaHousing.com/Renters>
- <https://www.VirginiaHousingSource.com/Resources>

Residents are encouraged to review these resources for information related to renting, tenant responsibilities, budgeting, and housing stability.

Tenant Acknowledgment

I acknowledge that I have received this disclosure regarding the availability of renter education resources from Virginia Housing.

Resident Name (Printed): _____

Resident Signature: _____

Date: _____

Management Representative: Tonya Gifford

Date: 3/5/20

907



RENTAL EDUCATION DISCLOSURE

(Virginia Housing's Housing Tax Credit Manual - Section 6.6.19)

Development Name: Danville House Apartments

Development Address: 600 Main Street, Danville, VA 24541

Owner: Danville House Owner, LLC

Property Manager: HK Management

Please sign and
Return
to office 905

RENTAL EDUCATION DISCLOSURE

This Development participates in the Virginia Housing Low-Income Housing Tax Credit Program.

In accordance with Section 6.6.19 of the Virginia Housing - Housing Tax Credit Manual, residents are hereby notified of the availability of renter education resources provided by Virginia Housing.

Renter education information and resources are available at:

- <https://www.VirginiaHousing.com/Education>
- <https://www.VirginiaHousing.com/Renters>
- <https://www.VirginiaHousingSearch.com/Resources>

Residents are encouraged to review these resources for information related to renting, tenant responsibilities, budgeting, and housing stability.

Tenant Acknowledgment

I acknowledge that I have received this disclosure regarding the availability of renter education resources from Virginia Housing.

Resident Name (Printed): _____

Resident Signature: _____

Date: _____

Management Representative: Yanya Gubba

Date: 3/5/20



908

Tab V:

Nonprofit or LHA Purchase Option or Right of First
Refusal

~~Right of First Refusal Template A~~

~~Applicants seeking points for a Right of First Refusal must use Virginia Housing's form Right of First Refusal (ROFR) template:~~

- ~~• **Template A:** may be utilized by all applicants and **must** be used by all applicants unable to certify to Virginia Housing's form Previous Participation Certification *without striking any standard provisions.*~~
- ~~• **Template B:** may only be utilized by applicants who submit Virginia Housing's form Previous Participation Certification with their respective Application *without striking any standard provisions.*~~

~~The Right of First Refusal submitted as part of the application must be accompanied by a blackline showing that no changes have been made to this form beyond those necessary to complete it (e.g. filling in blanks, selecting bracketed language as appropriate).~~

[Link-to-previous setting changed from on in original to off in modified.].

RECORDING REQUESTED BY: _____

WHEN RECORDED MAIL TO: _____

RIGHT OF FIRST REFUSAL AGREEMENT
(~~[PROJECT-NAME] Apartments~~ Danville House)

RIGHT OF FIRST REFUSAL AGREEMENT (the “Agreement”) dated as of ~~[Closing Date]~~ _____ by and among ~~[OWNER—ENTITY]~~ Danville House Redevelopment Owner, LLC, a Virginia limited liability company (the “Owner” or the “Company”), ~~[GRANTEE ENTITY], a Virginia nonstock nonprofit~~ the NHP Foundation, a District of Columbia non-for-profit corporation (the “Grantee”), and is consented to by ~~[MANAGING-MEMBER]~~ TBD Managing Member ENTITY, LLC, a Virginia limited liability company (the “Managing Member”), [INVESTOR ENTITY], a [_____] limited liability company (the “Investor Member”), [SPECIAL MEMBER ENTITY], a [_____] limited liability company (the “Special Member”), and **VIRGINIA HOUSING DEVELOPMENT AUTHORITY**, a political subdivision of the Commonwealth of Virginia (“Virginia Housing”), as third-party beneficiary. 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 ~~[_____]~~ 106-unit apartment project for families located in ~~[_____]~~ Danville, Virginia and commonly known as “~~[PROJECT-NAME] Apartments~~ Danville House” (the “Project”). The real property comprising the Project is legally defined in Exhibit A; and

B. The Grantee is a qualified nonprofit organization as defined within Section 42 of the Internal Revenue Code of 1986, as amended, (the “Code”) ~~[If Applicant competed for Credits within the nonprofit pool or received points for nonprofit participation in the Project, include the following:]~~ and is both a member of the Managing Member of the Owner and instrumental to the development and operation of the Project; and

C. The Owner desires to give, grant, bargain, sell, and convey to the Grantee certain rights of first refusal to purchase the Project on the terms and conditions set forth herein; and

D. Capitalized terms used herein and not otherwise defined shall have the meanings outlined 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 or leasehold 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 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 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 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 and to Virginia Housing. Upon receipt of the Offer Notice by the Grantee and by Virginia Housing, the Grantee shall have ninety (90) days to deliver to the 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 ~~for of Virginia Housing~~.

B. If the Grantee fails to deliver the Election Notice within ninety (90) days of receipt of the Offer Notice, then its Refusal Right shall automatically transfer to Virginia Housing, and Virginia Housing shall have sixty (60) days from that date to deliver to the Company the

Election Notice or to transfer its Refusal Right to another Qualified Beneficiary (as defined herein) to deliver the Election Notice within the same period.

C. If a Qualified Beneficiary fails to deliver the Election Notice to the Company within 150 days of the date both Grantee and Virginia Housing have received a copy of the Offer Notice or if such Election Notice is delivered but the purchase of the Project is not consummated by the Grantee, Virginia Housing, or any other Qualified Beneficiary 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 the Grantee.

C. The Purchase Price shall be paid at Closing in either 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 writing and 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 outlined in Section 2 above.

C. If the Investor Member removes the Managing Member from the Company for failure to cure a default under the Operating Agreement after all applicable notice and cure periods, the Investor Member may elect to exercise any rights it has under the Operating Agreement to terminate this Agreement and to exercise any rights it has under the Operating Agreement to release this Agreement as a lien against the Project, upon first obtaining the prior written consent of Virginia Housing, which consent may be granted or withheld in Virginia Housing’s sole discretion.

Section 5. Contract and Closing

Upon determination of the purchase price, the Owner and the Grantee shall enter into a written contract for the purchase and sale of the Property in accordance with the terms of this Agreement and containing such other terms and conditions as are standard and customary for similar commercial transactions in the geographic area which the Property is located, providing for a closing (the “Closing”) to occur in the City/~~County of~~ of Danville, 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 or an assignment of lease, 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 or assignment of the lease to the property, an ALTA owner's (leasehold, as applicable) 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 without the Consent of the Investor Member, except that the Grantee may assign all or any of its rights under this Agreement to Virginia Housing, or 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 of the Code (collectively, each, a "Qualified Beneficiary").

In the case of any transfer of the Refusal Right, (i) all rights, conditions, and restrictions applicable to the exercise or transfer of the Refusal Right or to 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 the transferor (whether the Grantee or Virginia Housing) 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

~~(D)~~ ~~[REDACTED]; and~~
The NHP Foundation
122 East 42nd Street, Suite 4900
New York, New York 10168
Attention: Asset Manager

and

The NHP Foundation
1090 Vermont Avenue N.W., Suite 400
Washington, D.C. 20005
Attention: Asset Manager

and

Klein Hornig LLP
1325 G Street NW
Suite 770
Washington, DC 20005
Attention: Mark Stokely

~~(E)~~D If to Virginia Housing:

Virginia Housing Development Authority
c/o Director of Tax Credit Programs
601 S Belvidere Street
Richmond, Virginia 23220

Section 11. Severability of Provisions

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

Section 12. Binding Provisions

The covenants and agreements contained herein shall be binding upon and inure to the benefit of the heirs, legal representatives, successors, and assignees of the respective parties hereto, except in each case as expressly provided to the contrary in this Agreement.

Section 13. Counterparts

This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties have not signed the original or the same counterpart.

Section 14. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia without regard to principles of conflicts of law. Notwithstanding the foregoing, Company, Investor Member, and Grantee do not intend the Refusal Right in this Agreement to be a common law right of first refusal but rather intend it to be understood and interpreted as a mechanism authorized by Section 42 of the Code to allow nonprofit entities to preserve affordable housing for low-income families in accordance with Grantee's charitable objectives.

Section 15. Headings

All headings in this Agreement are for convenience of reference only. Masculine, feminine, or neuter gender shall include all other genders, the singular shall include the plural, and vice versa as the context may require.

Section 16. Amendments

This Agreement shall not be amended except by written agreement between Grantee and the Owner with the consent of each of the Consenting Members ~~and Virginia Housing~~.

Section 17. Time

Time is of the essence with respect to this Agreement, and all provisions relating thereto shall be so construed.

Section 18. Legal Fees

Except as otherwise provided herein, in the event that legal proceedings are commenced by the Owner against the Grantee or by the Grantee against the Owner in connection with this Agreement or the transactions contemplated hereby, the prevailing party shall be entitled to recover all reasonable attorney's fees and expenses.

Section 19. Subordination

This Agreement is and shall remain automatically subject and subordinate to any bona fide mortgage to (or assigned to) an institutional or governmental lender with respect to the Project. 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

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. Virginia Housing 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.

[Signatures appear on following pages]

[Link-to-previous setting changed from on in original to off in modified.]

Right of First Refusal Agreement ~~[Project name] Apartments~~ Danville House Signature Page 1 of __

IN WITNESS WHEREOF, the parties hereto have caused this Right of First Refusal Agreement to be executed by their duly authorized representatives as of the date first stated above.

OWNER:

~~{OWNER}, a {Danville House Redevelopment Owner LLC, a Virginia}~~
limited liability company

By: [TBD Managing Member LLC]
its Managing Member

By: The NHP Foundation,
its Managing Member

By: _____

Its: _____ Mansur Abdul-Malik, Vice
President

_____ OF _____

_____ of _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 20____,
by

—

_____ ,
on behalf of _____ ,

a _____ .

SEAL:

Notary Public

[Link-to-previous setting changed from on in original to off in modified.]

Commission expires:

Registration No. _____

[Link-to-previous setting changed from on in original to off in modified.].

Right of First Refusal Agreement for ~~[PROJECT NAME] Apartments~~Danville House--Signature Page 2 of

GRANTEE:

~~[GRANTEE], a [Virginia] limited liability company~~
The NHP Foundation, a District of Columbia not-for-profit corporation

By: _____

Its: _____Mansur Abdul-Malik, Vice
President

_____ OF _____

_____ of _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 20____,
by

—

_____,
on behalf of _____,

a _____.

SEAL:

Notary Public

Commission expires:

Registration No. _____

[Link-to-previous setting changed from on in original to off in modified.]

Right of First Refusal Agreement for ~~[PROJECT NAME] Apartments~~ Danville House --Signature Page 3 of

MANAGING MEMBER:

[TBD MANAGING MEMBER LLC], a [Virginia] limited liability company

By: The NHP Foundation,
its Managing Member

By: _____

Its: ~~_____~~ Mansur Abdul-Malik, Vice
President

_____ OF _____

_____ of _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 20____,
by

—

_____ ,
on behalf of _____ ,

a _____ .

SEAL:

Notary Public

Commission expires:

Registration No. _____

[Link-to-previous setting changed from on in original to off in modified.]

Right of First Refusal Agreement for ~~[PROJECT NAME] Apartments~~ Danville House --Signature Page 4 of

—

INVESTOR MEMBER:

[INVESTOR MEMBER], a [Virginia] limited liability company

By: _____

Its: _____

_____ OF _____

_____ of _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 20____,
by

—

on behalf of _____,

a _____.

SEAL:

Notary Public

Commission expires:

Registration _____ No.

[Link-to-previous setting changed from on in original to off in modified.]

Right of First Refusal Agreement for ~~[PROJECT NAME] Apartments~~ Danville House --Signature Page 5 of

—

SPECIAL MEMBER:

[SPECIAL MEMBER], a [Virginia] limited liability company

By: _____

Its: _____

_____ OF _____

_____ of _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 20____,
by

—

on behalf of _____,

a _____.

SEAL:

Notary Public

Commission expires:

Registration _____ No.

EXHIBIT A
LEGAL DESCRIPTION

(Added graphics)

FRONTING 78.50 feet on the northern margin of Main Street, designated as "Hotel Danville" on Plat of Survey for Hotel Danville Company, dated March 10, 1982, last Revised July 19, 1982, made by E. L. Wilmarth, to be recorded in the Clerk's Office of the Circuit Court of Danville, Virginia, said parcel more particularly described as follows: BEGINNING at a point in the northern margin of Main Street at the intersection of the northern margin of Main Street with the western margin of Floyd Street as shown on the aforementioned plat of survey; thence along the northern margin of Main Street, S. 49° 20' 24" W. 78.50 feet to a point; thence leaving the northern margin of Main Street, N. 40° 34' 30" W. 208.07 feet to a point; thence N. 53° 03' 05" E. 43.44 feet to a point; thence S. 38° 10' 15" E. 11.96 feet to a point; thence N. 52° 46' 10" E. 67.49 feet to a point; thence N. 74° 08' 27" E. 52.99 feet to a point in the western margin of Floyd Street; thence along the western margin of Floyd Street S. 15° 20' 55" E. 89.71 feet to a point; thence S. 14° 45' 16" E. 95.57 feet to a point at the intersection of the western margin of Floyd Street with the northern margin of Main Street and the point and place of beginning; and being, in fact the same property conveyed by deed to Hugh T. Clements, Trustee, from Clements & Parker, Incorporated, by deed dated February 9, 1978, recorded in the aforesaid Clerk's Office in Deed Book 594, at Page 142.

Parcel II

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~~{insert legal description}~~

Summary report: Litera Compare for Word 11.9.1.1 Document comparison done on 3/9/2026 4:22:37 PM	
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Move To	0
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Embedded Graphics (Visio, ChemDraw, Images etc.)	2
Embedded Excel	0
Format changes	0
Total Changes:	93

RECORDING REQUESTED BY: _____

WHEN RECORDED MAIL TO: _____

RIGHT OF FIRST REFUSAL AGREEMENT

(Danville House)

RIGHT OF FIRST REFUSAL AGREEMENT (the "Agreement") dated as of _____ by and among Danville House Redevelopment Owner, LLC, a Virginia limited liability company (the "Owner" or the "Company"), the NHP Foundation, a District of Columbia non-for-profit corporation (the "Grantee"); and is consented to by [TBD Managing Member ENTITY, LLC], a Virginia limited liability company (the "Managing Member"), [INVESTOR ENTITY], a [_____] limited liability company (the "Investor Member"), [SPECIAL MEMBER ENTITY], a [_____] limited liability company (the "Special Member"), and **VIRGINIA HOUSING DEVELOPMENT AUTHORITY**, a political subdivision of the Commonwealth of Virginia ("Virginia Housing"), as third-party beneficiary. 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 106-unit apartment project for families located in Danville, Virginia and commonly known as "Danville House" (the "Project"). The real property comprising the Project is legally defined in Exhibit A; and

B. The Grantee is a qualified nonprofit organization as defined within Section 42 of the Internal Revenue Code of 1986, as amended, (the "Code") and is both a member of the Managing Member of the Owner and instrumental to the development and operation of the Project; and

C. The Owner desires to give, grant, bargain, sell, and convey to the Grantee certain rights of first refusal to purchase the Project on the terms and conditions set forth herein; and

D. Capitalized terms used herein and not otherwise defined shall have the meanings outlined 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 or leasehold 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 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 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 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 and to Virginia Housing. Upon receipt of the Offer Notice by the Grantee and by Virginia Housing, the Grantee shall have ninety (90) days to deliver to the 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, then its Refusal Right shall automatically transfer to Virginia Housing, and Virginia Housing shall have sixty (60) days from that date to deliver to the Company the Election Notice or to transfer its Refusal Right to another Qualified Beneficiary (as defined herein) to deliver the Election Notice within the same period.

C. If a Qualified Beneficiary fails to deliver the Election Notice to the Company within 150 days of the date both Grantee and Virginia Housing have received a copy of the Offer Notice or if such Election Notice is delivered but the purchase of the Project is not consummated

by the Grantee, Virginia Housing, or any other Qualified Beneficiary 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 the Grantee.

C. The Purchase Price shall be paid at Closing in either 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 writing and 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 outlined in Section 2 above.

C. If the Investor Member removes the Managing Member from the Company for failure to cure a default under the Operating Agreement after all applicable notice and cure periods, the Investor Member may elect to exercise any rights it has under the Operating Agreement to terminate this Agreement and to exercise any rights it has under the Operating Agreement to release this Agreement as a lien against the Project, upon first obtaining the prior written consent of Virginia Housing, which consent may be granted or withheld in Virginia Housing’s sole discretion.

Section 5. Contract and Closing

Upon determination of the purchase price, the Owner and the Grantee shall enter into a written contract for the purchase and sale of the Property in accordance with the terms of this Agreement and containing such other terms and conditions as are standard and customary for similar commercial transactions in the geographic area which the Property is located, providing for a closing (the “Closing”) to occur in the City of Danville, 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 or an assignment of lease, 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 or assignment of the lease to the property, an ALTA owner's (leasehold, as applicable) 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 without the Consent of the Investor Member, except that the Grantee may assign all or any of its rights under this Agreement to Virginia Housing, or 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 of the Code (collectively, each, a "Qualified Beneficiary").

In the case of any transfer of the Refusal Right, (i) all rights, conditions, and restrictions applicable to the exercise or transfer of the Refusal Right or to 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 the transferor (whether the Grantee or Virginia Housing) 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 either the Code is revised or 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 (or other applicable provision of Section 42) 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.

B. The parties hereto agree that if either the Code is revised or 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.

Section 10. Notice

Except as otherwise specifically provided herein, all notices, demands or other communications hereunder shall be in writing by hand delivery (whether personally or by courier or other delivery service) or by certified mail, return receipt requested, to the parties hereto at the addresses set forth below, or to such other place as a party may from time to time designate in writing. Any such notice(s) shall be deemed given when received at such address or place or, in the case of certified mail, three (3) days after date of mailing.

- (A) If to the Owner, at the principal office of the Company set forth in Article II of the Operating Agreement;
- (B) If to a Consenting Member, at their respective addresses set forth in Schedule A of the Operating Agreement;
- (C) If to the Grantee:

The NHP Foundation
122 East 42nd Street, Suite 4900
New York, New York 10168
Attention: Asset Manager

and

The NHP Foundation
1090 Vermont Avenue N.W., Suite 400
Washington, D.C. 20005
Attention: Asset Manager

and

Klein Hornig LLP
1325 G Street NW
Suite 770
Washington, DC 20005
Attention: Mark Stokely

(D) If to Virginia Housing:

Virginia Housing Development Authority
c/o Director of Tax Credit Programs
601 S Belvidere Street
Richmond, Virginia 23220

Section 11. Severability of Provisions

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

Section 12. Binding Provisions

The covenants and agreements contained herein shall be binding upon and inure to the benefit of the heirs, legal representatives, successors, and assignees of the respective parties hereto, except in each case as expressly provided to the contrary in this Agreement.

Section 13. Counterparts

This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties have not signed the original or the same counterpart.

Section 14. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia without regard to principles of conflicts of law. Notwithstanding the foregoing, Company, Investor Member, and Grantee do not intend the Refusal Right in this Agreement to be a common law right of first refusal but rather intend it to be understood and interpreted as a mechanism authorized by Section 42 of the Code to allow nonprofit entities to preserve affordable housing for low-income families in accordance with Grantee's charitable objectives.

Section 15. Headings

All headings in this Agreement are for convenience of reference only. Masculine, feminine, or neuter gender shall include all other genders, the singular shall include the plural, and vice versa as the context may require.

Section 16. Amendments

This Agreement shall not be amended except by written agreement between Grantee and the Owner with the consent of each of the Consenting Members and Virginia Housing.

Section 17. Time

Time is of the essence with respect to this Agreement, and all provisions relating thereto shall be so construed.

Section 18. Legal Fees

Except as otherwise provided herein, in the event that legal proceedings are commenced by the Owner against the Grantee or by the Grantee against the Owner in connection with this Agreement or the transactions contemplated hereby, the prevailing party shall be entitled to recover all reasonable attorney's fees and expenses.

Section 19. Subordination

This Agreement is and shall remain automatically subject and subordinate to any bona fide mortgage to (or assigned to) an institutional or governmental lender with respect to the Project. 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

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. Virginia Housing 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.

[Signatures appear on following pages]

IN WITNESS WHEREOF, the parties hereto have caused this Right of First Refusal Agreement to be executed by their duly authorized representatives as of the date first stated above.

OWNER:

Danville House Redevelopment Owner LLC, a Virginia limited liability company

By: The NHP Foundation,
its Sole Member

By: [Signature]

Its: Mansur Abdul-Malik, Senior Vice President/Development

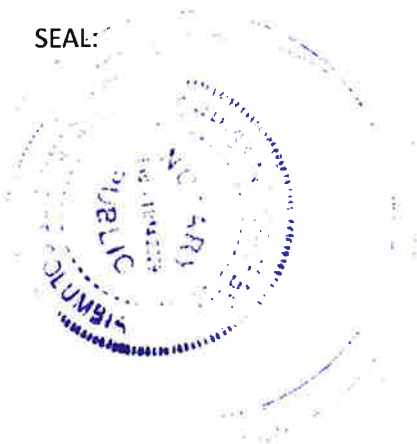
Washington
District OF Columbia

_____ of _____, to-wit:

The foregoing instrument was acknowledged before me this 10th day of March, 2026, by
Mansur Abdul-Malik, Senior Vice President/
Development
on behalf of The NHP Foundation

a _____

SEAL:



[Signature]
Notary Public

Commission expires: 11/14/2029

Registration No. _____

GRANTEE:

The NHP Foundation, a District of Columbia not-for-profit corporation

By: [Signature]

Its: Mansur Abdul-Malik, Senior Vice President/Development

Washington OF _____
District of Columbia, to-wit:

The foregoing instrument was acknowledged before me this 10th day of March, 2026, by
Mansur Abdul-Malik, Senior Vice President/Development

on behalf of The NHP Foundation

a _____

SEAL:



[Signature]
Notary Public

Commission expires: 11/14/2029

Registration No. _____

MANAGING MEMBER:

[TBD MANAGING MEMBER LLC], a [Virginia] limited liability company

By: The NHP Foundation,
its Managing Member

By: _____

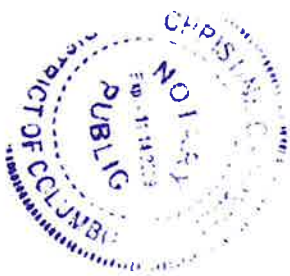
Its: Mansur Abdul-Malik, Senior Vice President/Development

Washington
District OF Columbia

_____ of _____, to-wit:

The foregoing instrument was acknowledged before me this 10th day of March, 2026, by
Mansur Abdul-Malik, Senior Vice President/
Development
on behalf of The NHP Foundation
a _____

SEAL:



Christy C. Bull
Notary Public

Commission expires: 11/14/2029

Registration No. _____

INVESTOR MEMBER:

[INVESTOR MEMBER], a [Virginia] limited liability company

By: _____

Its: _____

_____ OF _____

_____ of _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by

on behalf of _____

a _____

SEAL:

Notary Public

Commission expires: _____

Registration No. _____

SPECIAL MEMBER:

[SPECIAL MEMBER], a [Virginia] limited liability company

By: _____

Its: _____

_____ OF _____

_____ of _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by

on behalf of _____

a _____.

SEAL:

Notary Public

Commission expires: _____

Registration No. _____

EXHIBIT A
LEGAL DESCRIPTION

Parcel I

FRONTING 78.50 feet on the northern margin of Main Street, designated as "Hotel Danville" on Plat of Survey for Hotel Danville Company, dated March 10, 1982, last Revised July 19, 1982, made by E. L. Wilmarth, to be recorded in the Clerk's Office of the Circuit Court of Danville, Virginia, said parcel more particularly described as follows: BEGINNING at a point in the northern margin of Main Street at the intersection of the northern margin of Main Street with the western margin of Floyd Street as shown on the aforementioned plat of survey; thence along the northern margin of Main Street, S. 49° 20' 24" W. 78.50 feet to a point; thence leaving the northern margin of Main Street, N. 40° 34' 30" W. 208.07 feet to a point; thence N. 53° 03' 05" E. 43.44 feet to a point; thence S. 38° 10' 15" E. 11.96 feet to a point; thence N. 52° 46' 10" E. 67.49 feet to a point; thence N. 74° 08' 27" E. 52.99 feet to a point in the western margin of Floyd Street; thence along the western margin of Floyd Street S. 15° 20' 55" E. 89.71 feet to a point; thence S. 14° 45' 16" E. 95.57 feet to a point at the intersection of the western margin of Floyd Street with the northern margin of Main Street and the point and place of beginning; and being, in fact the same property conveyed by deed to Hugh T. Clements, Trustee, from Clements & Parker, Incorporated, by deed dated February 9, 1978, recorded in the aforesaid Clerk's Office in Deed Book 594, at Page 142.

Parcel II

FRONTING 63 feet on the northern margin of Main Street, designated as "Lester Bldg." on Plat of Survey for Hotel Danville Company, dated March 10, 1982, last Revised July 19, 1982, made by E. L. Wilmarth, to be recorded in the Clerk's Office of the Circuit Court of Danville, Virginia, such parcel more particularly described in accordance with said plat as follows: Beginning at a point in the northern margin of Main Street at the front common corner of the property herein described and property designated as "Elks Lodge No. 227" on the aforementioned map; thence leaving the northern margin of Main Street N. 10° 21' 27" W. 150 feet to a point in the southern margin of a 10-foot public alley; thence along the southern margin of the 10-foot public alley N. 79° 25' 33" E. 63 feet to a point; thence leaving the southern margin of the alley S. 10° 21' 27" E. 150 feet to a point in the northern margin of Main Street, thence along the northern margin of Main Street S. 79° 25' 33" W. 63 feet to the point and place of beginning; and being, in fact, the same property conveyed to Lester Realty Corporation, a Virginia corporation, from Nathan Lester and Lorraine K. Lester, his wife, by deed dated July 1, 1975, recorded in the Clerk's Office of the Circuit Court of Danville, Virginia, in Deed Book 547, at page 406.

Tab W:

Internet Safety Plan and Resident Information Form

Tab W Contents

1. Resident Internet Acknowledgement Form
2. Internet Education Information
3. Internet Security Plan

RESIDENT INTERNET ACKNOWLEDGEMENT FORM

Wireless Internet Access Policy Danville Apartments

1. Purpose

This Wireless Internet Access Policy ("Policy") establishes guidelines governing the use of the wireless internet network ("Wi-Fi Network") provided by the property for residents and authorized guests. The Wi-Fi Network is provided as a complimentary amenity intended to improve resident access to communication, information, healthcare resources, and social connectivity. Use of the Wi-Fi Network constitutes acceptance of this Policy.

2. Scope

This Policy applies to all residents, authorized guests, staff accessing the resident network, and any personal device connected to the network including smartphones, tablets, laptops, computers, smart televisions, assistive devices, and other Wi-Fi enabled electronics.

3. Nature of the Service

The Wi-Fi Network is provided free of charge as a convenience to residents. Because the service is shared, connection speeds may vary and service may occasionally be unavailable due to maintenance, outages, or technical issues. The property does not guarantee bandwidth, uptime, or compatibility with all devices.

4. Permitted Use

Residents may use the network for lawful personal purposes including web browsing, communication, telehealth services, video calls, streaming media, online banking, shopping, education, and communication with family, caregivers, and healthcare providers. Use must remain personal and noncommercial.

5. Prohibited Activities

Users may not engage in unlawful, disruptive, or harmful activities including but not limited to:

- Violating local, state, or federal law
- Downloading or distributing illegal or pirated content
- Attempting to hack, disrupt, or gain unauthorized access to systems or devices
- Introducing malware, viruses, or other malicious software
- Operating servers or running commercial businesses over the network
- Conducting activities that excessively consume network bandwidth or degrade service for other residents

6. Network Equipment and Devices

Residents may connect personal devices provided they comply with standard security protocols. Residents may not install equipment that interferes with the building network including personal wireless access points, routers broadcasting additional networks, or signal boosters that disrupt building coverage.

7. Cybersecurity and Device Responsibility

Residents are responsible for maintaining the security of their personal devices. Recommended security practices include:

- Keeping device software and operating systems updated
- Using antivirus or security software where available
- Avoiding suspicious websites or downloads
- Protecting personal information and passwords
- Using secure websites (HTTPS) when transmitting sensitive information

The property is not responsible for cybersecurity incidents affecting resident devices including malware infections, identity theft, or financial fraud resulting from internet use.

8. Privacy and Data Security

Wireless networks may present security risks. While reasonable safeguards may be implemented to maintain network integrity, the property does not guarantee the privacy or confidentiality of data transmitted over the Wi-Fi Network.

Residents should exercise caution when transmitting sensitive personal, financial, or medical information online.

9. HUD and Fair Housing Compliance

The provision of internet service within the property is offered in a manner consistent with federal housing regulations including those administered by the U.S. Department of Housing and Urban Development (HUD).

Access to the Wi-Fi Network will be administered in compliance with the Fair Housing Act and applicable HUD guidance. Network access will not be denied or restricted on the basis of race, color, national origin, religion, sex, familial status, disability, age, or any other protected class.

Reasonable accommodations may be made for residents with disabilities who require internet access for assistive technology, telehealth services, or accessibility tools.

Internet access is considered an amenity and not a required housing service under HUD program rules unless otherwise specified by program regulations or lease documents.

10. Monitoring and Network Management

To maintain reliable service, the property or its service provider may monitor network performance and manage traffic volumes. This may include bandwidth controls, blocking harmful traffic, or temporarily disconnecting devices that threaten network security or disrupt service.

Content of individual communications is not actively monitored except when necessary to protect network security or comply with legal requirements.

11. Technical Support

The property may provide limited assistance confirming whether the building network is operational and providing connection credentials. Staff cannot provide full technical support for personal devices, software, or smart home equipment.

12. Liability Disclaimer

The Wi-Fi Network is provided on an “as-is” basis. The property, ownership, management company, and service providers are not responsible for service interruptions, data loss, device damage, cybersecurity incidents, or financial losses resulting from internet use.

13. Suspension or Termination of Access

Management reserves the right to suspend or terminate network access for users who violate this policy, engage in unlawful activity, compromise network security, or disrupt service to other residents.

14. Policy Updates

Management may revise this Policy periodically to address security requirements, regulatory guidance, or operational changes. Residents will be notified of material changes.

15. Resident Acknowledgment

By accessing or using the Wi-Fi Network, users acknowledge that they have read, understood, and agree to comply with this Wireless Internet Access Policy.

Resident Name: _____

Unit Number: _____

Signature: _____

Date: _____

Online Safety for Older Adults: Protecting Your Personal Information Online

The internet has become an important tool for daily life—playing a critical role in connecting with others, exploring new information and places, and conducting business. This makes knowing how to use the internet safely essential. This fact sheet includes tips to help protect your personal information when using the internet, whether you are searching for information, connecting on social media, attending online events or shopping.

Protect Your Personal Information

As a rule of thumb, never share information online that you would not share publicly. Sensitive information like your Social Security Number, banking information or credit card number should never be shared by email. Entering personal information into a secure platform—such as an online bank account or a medical portal—when using a password-protected (not public) internet connection is okay.

Use Strong Passwords

Think of passwords for your digital life the way you think about keys for your real life. You need a separate key for your house, your car, and your shed or garage, and none of those keys is the same. Treat passwords the same way. The more sensitive the information, the stronger the password should be. Whenever possible, add two-factor authentication. This means that when you log in, you will be sent a code by email or text message as a second layer of protection.

 **ACTION STEP:** At a minimum, passwords should be eight characters long, include upper and lowercase letters, as well as numbers and a special character such as an asterisk or exclamation point. Passwords should be easy to remember and hard to guess. A line from a favorite poem or song in which you have swapped some letters for symbols and numbers often makes for a good, strong password.

Password managers are safe, popular tools that can help manage the many passwords that we all have!

Passwords should contain combinations of the four character types:

Uppercase letters: **A-Z**

Lowercase letters: **a-z**

Numbers: **0-9**

Symbols: **~ ` ! @ # \$ % ^ & * ()
_ - + = { [] | \ / ; : " ' < , > . ? /**

Password managers generate and remember your passwords for all your online accounts, so you only need to remember one master password. Your master password should be very strong and be used along with two-factor authentication or biometric authentication, such as a fingerprint or facial recognition. Some popular password managers have free options, while others provide enhanced features for a monthly fee.

Be Alert for Scams

Online scams are all over the internet and can creep into our inboxes and text messages every day. “Phishing” is a trick scammers use—they send false messages, often via text or email, to elicit your personal information. Fortunately, most scams share several basic characteristics. Look for these telltale signs to avoid scams and phishing attempts like a pro!

❶ **Generic salutation.** Banks and companies that you do business with will address you by your name, not a generic salutation. Familiarize yourself with the style used by the legitimate businesses you interact with most in your inbox.

❷ **Awkward language or typos.** Legitimate emails are always written in a clear and professional manner. Typos and grammatical errors are obvious signs that an email is not legitimate. However, even if there are no mistakes, it does not mean that it is not phishing!

❸ **Creates a false sense of urgency.**

Fearmongering is a common tool used by scammers. Any language that tries to pressure you into taking immediate action is a sign that it is a scam.

❹ **Questionable links.** Always be cautious of links in emails or text messages that seem even slightly suspicious. These links may go to a database where the information you enter is captured by the scammer. When on a computer, you can hover over a link with your mouse and look to the pop-up at the bottom of your screen to see what the actual internet address (URL) is without clicking on the link.

❺ **Generic signature.** Legitimate emails from institutions you do business with will have a professional sign-off. Be aware of false logos and corporate addresses as well! If something looks off, it probably is. A quick Google search can confirm the actual logo or corporate headquarters of most businesses.



Remember to use your best judgement. If something seems too good to be true, it probably is. And pressure to act quickly without thinking—whether it comes by email, phone, text or even traditional mail—is a sign of a scam.

Resources

For more information, visit the Senior Planet website (www.seniorplanet.org) or call the Senior Planet Hotline at (888) 713-3495.

Access additional information and tips on how to protect your personal information online by visiting the Federal Trade Commission's Online Privacy and Security webpage (www.consumer.ftc.gov/identity-theft-and-online-security/online-privacy-and-security).

For additional resources and support, contact the Eldercare Locator at (800) 677-1116 or eldercare.acl.gov.

Remember...

As with most of the things we do every day, there are risks associated with using the internet, but the benefits of enjoying online activities and connecting virtually outweigh the risks. Keeping in mind the tips and best practices presented in this fact sheet will help you explore and connect with others online safely and with confidence!

This fact sheet is part of a series of fact sheets on online safety for older adults. Visit www.engagingolderadults.org to learn about the other fact sheets in this series.

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August 2023

Online Safety for Older Adults: Socializing Safely Online

The internet has become an important tool for daily life—playing a critical role in connecting with others, exploring new information and places, and conducting business. This makes knowing how to use the internet safely essential. This fact sheet includes best practices for safely socializing online, whether you are connecting on social media or attending online events.



Social Media

Social media allows you to connect with others and create a network of people with whom you can interact using the internet. Over time, a lot of personal information can potentially be gathered from your social media posts. Do you post about family? Kids? Grandkids? Do you include their names? Although there is nothing wrong with sharing these details about your life online, you should keep in mind that this information could potentially be used by scammers. Being aware of how much information that someone with malicious intentions can learn about you online can help you protect yourself against scams.

Below are some steps you can take to ensure your safety on social media, while still enjoying all the benefits of online connections.



ACTION STEPS:

- Only post what you would be comfortable sharing on a public forum. Assume that anything you post on social media can be seen by the general public, regardless of your privacy settings.
- Periodically review your privacy settings to control who sees your posts and who can contact you on social media platforms. You do this in the Privacy section of the platform's settings.
- Make sure that only the people you know in real life can send you direct messages, also known as DMs. Depending on your privacy settings, you may receive message or friend requests from people you do not know. There is no reason to accept friend requests from

people you do not actually know. If you receive completely unsolicited message requests, you should not accept those. If you accidentally accept a message or friend request from someone and you realize the mistake, it is easy to block that person from contacting you again. You can visit the social media platform's help page to learn how to block someone.

➤ As a rule of thumb, the following should never be shared on social media:

- Your address or phone number,
- Your credit card number or other financial information and
- Your Social Security Number.

Navigating New Relationships

It is smart to use caution and look for signs of a scam when meeting new people online. Scammers play on your emotions by using tactics like fearmongering, flattery or sympathy.

 **ACTION STEPS:** When meeting new people online, consider the following:

- Check out their profiles. How long have they been on the platform? Do they post photos or information about their daily lives? If their account is new or if they give little to no information on their profile, use caution.
- Search before you friend or like someone. Conduct an online search to confirm their identity. (No online presence is a red flag.)
- Ask to video chat! Repeat excuses or claiming to have a broken camera could be red flags.
- Never agree to send money to or buy gift cards for anyone.
- Block and report anyone who you suspect of being a scammer. Social media and online dating platforms have conduct guidelines and ways to report users who break those guidelines.



Hosting Virtual Events

Video chat platforms like Zoom are a great way to stay connected with friends and family who are geographically far from you. If you are hosting a virtual event for your book club, condo association, family reunion or just a get-together, here are some best practices to keep in mind to avoid any uninvited guests crashing your virtual event.

- Require a passcode for participants.
- Enable the waiting room.
- Set audio options to “mute upon entry” and video settings to “on.” Muting large groups reduces confusion at the beginning, and encouraging the use of video makes for a more fun experience. Additionally, you can quickly see if someone you do not recognize joins the event.

Resources

For more information, visit the Senior Planet website (www.seniorplanet.org) or call the Senior Planet Hotline at (888) 713-3495.

When socializing online, it is important to be aware of potential scams and fraud. AARP provides a national helpline where you can report a possible scam or fraud and a map that tracks scams near you. The AARP website also offers education on common scams to be on the lookout for and tips on how to avoid fraud.

- AARP Fraud Watch Network Helpline: (877) 908-3360 or www.aarp.org/money/scams-fraud/helpline.html.
- AARP Scam-Tracking Map: www.aarp.org/money/scams-fraud/tracking-map.
- AARP Scams & Fraud: www.aarp.org/money/scams-fraud.
- AARP’s Top 14 Scams to Watch Out for in 2023: www.aarp.org/money/scams-fraud/info-2023/top-scammer-tactics-2023.html?intcmp=AE-FRDSC-MOR-R2-POS3.

The following resources provide more information on possible scams, including grandparent and sweetheart scams, and actions you can take if you suspect a scam.

- Eldercare Locator | Protect Your Pocketbook: <https://eldercare.acl.gov/Public/Resources/BROCHURES/docs/FinancialExploitationBrochure-508.pdf>.
- National Council on Aging | The Top 5 Financial Scams Targeting Older Adults: www.ncoa.org/article/top-5-financial-scams-targeting-older-adults.
- National Council on Aging | Sweetheart Scams: How to Avoid Being a Victim: www.ncoa.org/article/sweetheart-scams-how-to-avoid-being-a-victim.
- AARP | Grandparent Scams: www.aarp.org/money/scams-fraud/info-2019/grandparent.html.

For additional resources and support, contact the Eldercare Locator at (800) 677-1116 or eldercare.acl.gov.

Remember...

As with most of the things we do every day, there are risks associated with using the internet, but the benefits of enjoying online activities and connecting virtually outweigh the risks. Keeping in mind the tips and best practices presented in this fact sheet will help you explore and connect with others online safely and with confidence!

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August 2023

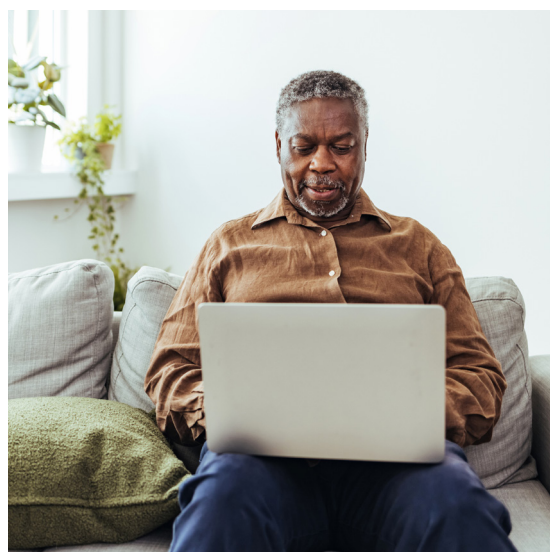
Online Safety for Older Adults: Browsing the Internet Confidently

The internet has become an important tool for daily life—playing a critical role in connecting with others, exploring new information and places, and conducting business. This makes knowing how to use the internet safely essential. This fact sheet includes best practices to help you do so.

Pop-Ups

Many websites have pop-ups, those small browser windows that suddenly appear in the middle of the screen. Pop-ups are a way for websites to draw your attention and are often used as an advertisement. They often aim to re-direct you to another site. Most pop-ups are just a nuisance and are not harmful.

 **ACTION STEP:** If you encounter pop-ups, look for the “X” to close it. The “X” is often intentionally hard to find. It will generally appear in one of the corners of the pop-up window. If you happen to click on the pop-up itself, do not panic. You can select the back button in your browser or close the tab or window. Avoid clicking on the page that opens as a result of the pop-up.



Ads and Sponsored Content

When you use a search engine like Google, the first several search results will be advertisements. You will know they are ads because they will be labeled “Ad,” and they are often the top three search results. Scrolling past the ads and carefully reading the website address or URL of the search results can make for a better browsing experience.

Sponsored or paid content is another type of advertisement you will encounter on the internet. These ads are designed to be subtle and blend in with the rest of the content on a webpage, making it difficult to tell the difference between sponsored content and the actual content of a

webpage. You will also find sponsored content on social media platforms like Facebook, Twitter and Instagram. These posts blend into your feed, and you may not realize at first glance that they are ads.

 **ACTION STEP:** Ads and sponsored content are often, but not always, labeled as “Sponsored” or “Promoted.” Always check the byline and description of a video for signs that it might be an ad before you click to watch.

Website Spoofing

A spoofed website is one that is designed to look like a legitimate site but is actually a website that will capture any information you enter. Once the websites obtain your personal information, the people behind them then use or sell the information. These spoofed websites often have similar URLs as legitimate websites. For example, the URL for a website spoofing Bank of America’s site may be missing a letter, such as www.bankoamerica.com.

 **ACTION STEP:** If you use Google Chrome as your web browser, make sure that “Safe Browsing” is turned on so that the browser can catch any mistakes. You can do this by going to **Settings → Privacy & Security → Security** and selecting the level of Safe Browsing you want. We recommend choosing **Enhanced Protection**.

Secure Websites

Websites with https in their URL have added an extra level of security that safeguards any information you enter on the site—the “s” stands for “secure.” Websites that do not include the “s” (http) are not necessarily unsafe; they simply did not take the extra step to ensure a secure connection.

 **ACTION STEP:** If you enter sensitive information (e.g., your address, phone number, banking information, credit card number, Social Security Number, etc.) while browsing online, you should only do so if you see https in the website address and trust the organization or company.



Tips for Evaluating Information Online

Remember that anyone can post false or misleading information on the internet. When evaluating whether information is accurate and trustworthy, ask yourself whether you are using the correct website domain extension—.com, .org, .gov, etc.—for the type of information you are seeking.

Here are additional questions that can help you determine whether the information you are reading online is accurate.

- Who owns and runs the website?
- Who wrote the information?
- Is this organization or person knowledgeable?
- Is this organization or person reputable?
- Are they trying to sell you a product?

Resources

For more information on how to browse safely online, visit the Senior Planet website (www.seniorplanet.org) or call the Senior Planet Hotline at (888) 713-3495. For additional resources and support, contact the Eldercare Locator at (800) 677-1116 or eldercare.acl.gov.

Remember...

As with most of the things we do every day, there are risks associated with using the internet, but the benefits of enjoying online activities and connecting virtually outweigh the risks. Keeping in mind the tips and best practices presented in this fact sheet will help you explore and connect with others online safely and with confidence!

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August 2023

Danville House Apartments

Internet Security Plan

Property: Danville House

Owner / Management: WinnResidential

Effective Date: 3/10/26

1. Purpose

The purpose of this Security Plan is to establish reasonable safeguards for the internet network provided to residents at the property. The plan is designed to protect the network from unauthorized access, maintain reliable internet service, reduce cybersecurity risks, protect resident privacy to the extent possible, and establish acceptable use guidelines. This plan applies to all residents, guests, and property staff who access the building's internet network.

2. Network Architecture and Segmentation

Residents will connect through a segmented Wi-Fi network where possible, and client isolation should be enabled so that devices cannot directly access other resident devices. Property management systems, building security systems, cameras, and office devices will be placed on a separate administrative network not accessible to residents. If a guest network is provided, it will be isolated from both resident and administrative networks.

3. Access Controls

The network will use secure Wi-Fi authentication such as WPA2 or WPA3 encryption. Network passwords will be distributed to residents and may be updated periodically. Administrative access to networking equipment will be restricted to authorized personnel only. Residents are responsible for protecting their own devices with passwords and security updates.

4. Network Monitoring and Maintenance

The property owner or contracted IT provider will maintain routers, switches, and access points; install firmware and security updates; monitor network performance; and maintain firewall protection on the network gateway. Monitoring will be limited to network performance and security management.

5. Resident Privacy

The property does not routinely monitor the content of resident internet activity. Network administrators may review limited technical data when necessary to troubleshoot service issues, protect network security, or investigate abuse of the network. Monitoring will be limited to what is reasonably necessary for network operations.

6. Acceptable Use

Residents may use the internet service for lawful purposes only. Prohibited activities include illegal downloading or distribution of copyrighted material, attempting to access other resident devices, operating servers that disrupt network performance, introducing malware, or using the network for harassment or illegal activities. Violations may result in suspension of internet access.

7. Device Security Responsibilities (Residents)

Residents are responsible for securing their own devices by keeping operating systems updated, using antivirus or security software where appropriate, avoiding suspicious links or downloads, and securing any personal networking equipment they install.

8. Incident Response

If a cybersecurity incident occurs, management may temporarily restrict affected devices, reset network credentials, work with an IT provider to resolve vulnerabilities, and notify residents if the incident materially affects service. Illegal activity may be reported to appropriate authorities if required.

9. Data Retention

Network logs may be retained for limited periods for troubleshooting and security purposes. Logs may include device connection timestamps, network traffic volume, and IP address assignments. Content of communications is not stored.

10. Limitation of Liability

The internet service is provided as a convenience amenity. The property owner does not guarantee uninterrupted service and is not responsible for data loss, device compromise, or protection from all cyber threats. Residents use the network at their own risk.

11. Security Review

This plan will be reviewed periodically and updated as needed to address emerging cybersecurity risks.

Tab X:

Marketing Plan for units meeting accessibility
requirements of HUD section 504

SECTION 504 ACCESSIBILITY MARKETING PLAN

Tenant Selection Plan Addendum

Danville House

1. Purpose

This addendum establishes procedures to ensure individuals with disabilities are informed of accessible housing opportunities at Danville House and are given equal opportunity to apply. The plan supports compliance with Section 504 of the Rehabilitation Act of 1973, the Fair Housing Act, and HUD regulations at 24 CFR Part 8.

2. Non-Discrimination Statement

Danville House does not discriminate on the basis of disability in the admission or occupancy of housing. Reasonable accommodations and reasonable modifications will be provided when necessary to afford persons with disabilities equal opportunity to use and enjoy the housing.

3. Community Partnerships – Danville, Virginia

Management will conduct outreach to organizations serving individuals with disabilities in the Danville, Virginia area. Outreach includes distributing marketing materials, notifying organizations of accessible unit availability, and maintaining documentation of outreach efforts.

Organization	Address / Contact	Services
Disability Rights & Resource Center	871 Main St, Danville VA	Independent living services and disability advocacy
VA Dept. for Aging & Rehabilitative Services	3280 Riverside Dr Suite 280	Vocational rehabilitation services
Support Services of Virginia	2354 North Main St, Danville VA	Support for individuals with disabilities
Wall Residences	1100 N Main St, Danville, VA	Residential and community disability services

4. Accessible Marketing Materials

Marketing materials and applications will be made available in accessible formats upon request, including large print, accessible electronic formats, and assistance completing applications.

5. Accessible Advertising

Advertising will include Equal Housing Opportunity language and indicate the availability of accessible units and reasonable accommodations. Marketing will be conducted in varied outreach mediums, including print ads, VirginiaHousingSearch.com, property website , apartments.com etc.

6. Accessible Unit Notification Procedures

When an accessible unit becomes available, management will first offer the unit to applicants on the waiting list who require the accessibility features. If no such applicants exist, outreach will be conducted to disability organizations before offering the unit to applicants who do not require accessibility features. Units may be held vacant for 60 days during which ongoing marketing will be documented.

7. Reasonable Accommodation Procedure

Applicants and residents may request reasonable accommodations at any time. Requests may be made orally or in writing. Management will evaluate requests promptly and may request reliable verification when the disability or need is not obvious. Approved accommodations will be implemented in a timely manner.

8. Accessible Unit Transfer Policy

If a current resident develops a disability or requires accessibility features, they may request a transfer to an accessible unit. Transfers will be prioritized based on documented need and availability of appropriate units.

9. Section 504 Coordinator

Management will designate a Section 504 Coordinator responsible for receiving accommodation requests, maintaining outreach records, and ensuring compliance with accessibility regulations.

10. Staff Training

Staff will receive training on fair housing laws, disability rights, reasonable accommodation procedures, and accessible communication practices.

11. Recordkeeping

Management will maintain records documenting outreach efforts, accessible unit offers, reasonable accommodation requests, and staff training.

12. Disability Outreach Log Template

Date	Organization Contacted	Method (Email/Phone/Visit)	Notes

13. Section 504 Grievance Procedure

Residents or applicants who believe they have experienced disability discrimination may file a grievance with the property's Section 504 Coordinator. Complaints will be reviewed promptly and a written response will be provided. Individuals may also file complaints with HUD or other fair housing enforcement agencies.

DocuSigned by:

667196A5E85248D...

Authorized Management Representative

Date: 5/14/2026 | 6:07 AM PDT

Tab Y:

Inducement Resolution for Tax Exempt Bonds

N/A

N/A

Tab Z:

Documentation of team member's Diversity, Equity
and Inclusion Designation or Veteran Owned Small
Business certification

N/A

Tab AA:

Priority Letter from Rural Development

N/A

TAB AB:

Social Disadvantage Certification or Veteran
Owned Small Business Certification

N/A