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# 2025 Federal Low Income Housing Tax Credit Program

## Application For Reservation

### Deadline for Submission

#### 9% Competitive Credits

Applications Must Be Received At Virginia Housing No Later Than **12:00 PM** Richmond, VA Time On **March 13, 2025**

#### Tax Exempt Bonds

Applications must be received at Virginia Housing No Later Than 12:00 PM Richmond, VA Time for one of the two available 4% credit rounds- January 15, 2025, May 1, 2025 or July 1, 2025.



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

## INSTRUCTIONS FOR THE VIRGINIA 2025 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 9% Competitive Credits

Applicants should submit an electronic copy of the application package prior to the application deadline, which is **12:00 PM** Richmond Virginia time on **March 13, 2025**. Failure to submit an electronic copy of the application by the deadline will cause the application to be disqualified.

### **Please Note:**

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

There should be distinct files which should include the following:

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

### **IMPORTANT:**

**Virginia Housing only accepts files via our work center sites on Procorem. Contact [TaxCreditApps@virginiahousing.com](mailto: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	<a href="mailto:stephanie.flanders@virginiahousing.com">stephanie.flanders@virginiahousing.com</a>	(804) 343-5939
Jonathan Kinsey	<a href="mailto:jonathan.kinsey@virginiahousing.com">jonathan.kinsey@virginiahousing.com</a>	(804) 584-4717
Phil Cunningham	<a href="mailto:phillip.cunningham@virginiahousing.com">phillip.cunningham@virginiahousing.com</a>	(804) 343-5514
Lauren Dillard	<a href="mailto:lauren.dillard@virginiahousing.com">lauren.dillard@virginiahousing.com</a>	(804) 584-4729
Jordan Tawney	<a href="mailto:jordan.tawney@virginiahousing.com">jordan.tawney@virginiahousing.com</a>	(804) 343-5892

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

## TABLE OF CONTENTS

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

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



## 2025 Low-Income Housing Tax Credit Application For Reservation

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

<input checked="" type="checkbox"/>	\$1,000 Application Fee <b>(MANDATORY)</b> - Invoice information will be provided in your Procorem Workcenter
<input checked="" type="checkbox"/>	Electronic Copy of the Microsoft Excel Based Application <b>(MANDATORY)</b>
<input checked="" type="checkbox"/>	Scanned Copy of the <b>Signed</b> Tax Credit Application with Attachments (excluding market study, 8609s and plans & specifications) <b>(MANDATORY)</b>
<input checked="" type="checkbox"/>	Electronic Copy of the Market Study <b>(MANDATORY - Application will be disqualified if study is not submitted with application)</b>
<input checked="" type="checkbox"/>	Electronic Copy of the Plans <b>(MANDATORY)</b>
<input checked="" type="checkbox"/>	Electronic Copy of the Specifications <b>(MANDATORY)</b>
<input checked="" type="checkbox"/>	Electronic Copy of the Existing Condition questionnaire <b>(MANDATORY if Rehab)</b>
<input checked="" type="checkbox"/>	Electronic Copy of Unit by Unit Matrix and Scope of Work narrative <b>(MANDATORY if Rehab)</b>
<input checked="" type="checkbox"/>	Electronic Copy of the Physical Needs Assessment <b>(MANDATORY at reservation for a 4% rehab request)</b>
<input checked="" type="checkbox"/>	Electronic Copy of Appraisal <b>(MANDATORY if acquisition credits requested)</b>
<input checked="" type="checkbox"/>	Electronic Copy of Environmental Site Assessment (Phase I) <b>(MANDATORY if 4% credits requested)</b>
<input checked="" type="checkbox"/>	Electronic Copy of Development Experience and Partnership or Operating Agreement, including chart of ownership structure with percentage of interests <b>(MANDATORY)</b>
<input checked="" type="checkbox"/>	Tab A: Partnership or Operating Agreement, including chart of ownership structure with percentage of interests (see manual for details) <b>(MANDATORY)</b>
<input checked="" type="checkbox"/>	Tab B: Virginia State Corporation Commission Certification <b>(MANDATORY)</b>
<input checked="" type="checkbox"/>	Tab C: Syndicator's or Investor's Letter of Intent <b>(MANDATORY)</b>
<input checked="" type="checkbox"/>	Tab D: Any supporting documentation related to List of LIHTC Developments (Schedule A)
<input checked="" type="checkbox"/>	Tab E: Site Control Documentation & Most Recent Real Estate Tax Assessment <b>(MANDATORY)</b>
<input checked="" type="checkbox"/>	Tab F: Third Party RESNET Rater Certification <b>(MANDATORY)</b>
<input checked="" type="checkbox"/>	Tab G: Zoning Certification Letter <b>(MANDATORY)</b>
<input checked="" type="checkbox"/>	Tab H: Attorney's Opinion using Virginia Housing template <b>(MANDATORY)</b>
<input checked="" type="checkbox"/>	Tab I: Nonprofit Questionnaire <b>(MANDATORY for points or pool)</b>
	The following documents need not be submitted unless requested by Virginia Housing:
	-Nonprofit Articles of Incorporation      -IRS Documentation of Nonprofit Status
	-Joint Venture Agreement (if applicable)      -For-profit Consulting Agreement (if applicable)
<input checked="" type="checkbox"/>	Tab J: Relocation Plan and Unit Delivery Schedule <b>(MANDATORY if Rehab)</b>
	Tab K: Documentation of Development Location:
	K.1 Revitalization Area Certification
<input checked="" type="checkbox"/>	K.2 Surveyor's Certification of Proximity To Public Transportation using Virginia Housing template
<input checked="" type="checkbox"/>	Tab L: PHA / Section 8 Notification Letter
	Tab M: <i>(left intentionally blank)</i>
	Tab N: Homeownership Plan
<input checked="" type="checkbox"/>	Tab O: Plan of Development Certification Letter
	Tab P: Zero Energy or Passive House documentation for prior allocation by this developer
<input checked="" type="checkbox"/>	Tab Q: Documentation of Rental Assistance, Tax Abatement and/or existing RD or HUD Property
<input checked="" type="checkbox"/>	Tab R: Documentation of Utility Allowance Calculation
	Tab S: Supportive Housing Certification
<input checked="" type="checkbox"/>	Tab T: Funding Documentation
<input checked="" type="checkbox"/>	Tab U: Acknowledgement by Tenant of the availability of Renter Education provided by Virginia Housing
<input checked="" type="checkbox"/>	Tab V: Nonprofit or LHA Purchase Option or Right of First Refusal
<input checked="" type="checkbox"/>	Tab W: Internet Safety Plan and Resident Information Form
<input checked="" type="checkbox"/>	Tab X: Marketing Plan for units meeting accessibility requirements of HUD section 504
	Tab Y: Inducement Resolution for Tax Exempt Bonds
<input checked="" type="checkbox"/>	Tab Z: Documentation of team member's Diversity, Equity and Inclusion Designation or Veteran Owned Small Business certification
<input checked="" type="checkbox"/>	Tab AA: Priority Letter from Rural Development
	Tab AB: Ownership's Social Disadvantage or Veteran Owned Small Business Certification

1.

Development Name:

Yorktown RM Rehab Apartments

2.

Address (line 1):

100 Rivermeade Ct., 100 Townley Ct.

Address (line 2):

202 Barham Blvd.

City:

Yorktown

State:

VA

Zip:

23690

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

York County

5.

The site overlaps one or more jurisdictional boundaries.....

FALSE

If true, what other City/County is the site located in besides response to #4?.....

6.

Development is located in the census tract of:

505.00

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**.....

FALSE

11.

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

FALSE

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

12.

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

3%	10%	12%
FALSE	FALSE	FALSE

13.

Development is located in a medium or high-level economic development jurisdiction based on table.

FALSE

14.

Development is located on land owned by federally or Virginia recognized Tribal Nations.

FALSE

Enter only Numeric Values below:

15.

Congressional District:

1

Planning District:

23

State Senate District:

24

State House District:

69

16.

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

Yorktown RM Rehab Apartments will be the rehabilitation of 140 unit family property in Yorktown, VA (York County) comprised of 24 one bedroom, and 116 two bedroom units that are located in 17 buildings. A total of 15 units will be set aside at 40% AMI, and 125 units will be set aside at 50% AMI. In addition 86 units will have an RD Rent Subsidy, and there will be fourteen 504 units.

17.

Local Needs and Support

VHDA TRACKING NUMBER		2025-TEB-105
A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT		Application Date: 5/1/2025

- 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:	Mark Bellamy		
Chief Executive Officer's Title:	County Administrator	Phone:	757-890-3320
Street Address:	224 Ballard Street		
City:	Yorktown	State:	VA Zip: 23690

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

Dina Goode - Zoning & Code Enforcement Supervisor
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- 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 development type: 

Acquisition/Rehab

For Tax Exempt Bonds, where are bonds being issued? 

Virginia Housing

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

**Skip to Number 4 below.**

2. Type(s) of Allocation/Allocation Year 

Carryforward Allocation

Definitions of types:

a. 

**Regular Allocation** means all of the buildings in the development are expected to be placed in service this calendar year, 2025.

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, 2025, 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 2025 credits pursuant to Section 42(h)(1)(E).

3. Select Building Allocation type: 

Acquisition/Rehab

**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? 

TRUE

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:

Yorktown RM Rehab Apartments, LLC

Developer Name:

Community Housing Partners Corporation

Contact:

M/M ▶ Mr.

First:

Andrew

MI:

S.

Last:

Davenport

Address:

448 Depot Street NE

City:

Christiansburg

St. ▶

VA

Zip:

24073

Phone:

(504) 523-1946

Ext.

Fax:

Email address:

andy.davenport@chpc2.org

Federal I.D. No.

(If not available, obtain prior to Carryover Allocation.)

Select type of entity:

▶ limited liability company

Formation State:

▶ Virginia

Additional Contact: Please Provide Name, Email and Phone number.

cara.mullen@chpc2.org

ACTION:

a. Provide Owner's organizational documents (e.g. Partnership agreements and Developer Fee agreement) **(Mandatory TAB A)**

b. Provide Certification from Virginia State Corporation Commission **(Mandatory TAB B)**

c. Complete the Principals' Previous Participation Certification tabs within this spreadsheet. Include signed in Application PDF.

d. Provide a chart of ownership structure (Org Chart) and a list of all LIHTC Developments within the last 15 years. **(Mandatory at TABS A/D)**

b. FALSE

Indicate if at least one principal listed within Org Chart qualifies for socially disadvantaged status 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 Socially Disadvantaged Certification **(TAB AB)**

c. 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)**

d. 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: Purchase Contract

Expiration Date: 12/31/2026

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

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

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

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

**2. Timing of Acquisition by Owner:**

Only one of the following statement should be True.

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

b. TRUE ..... Owner is to acquire property by deed (or lease for period no shorter than period property will be subject to occupancy restrictions) no later than..... 12/31/2026 .

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

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

**3. Seller Information:**

Name: Yorktown-Yorktown Square II, LLC; Yorktown-Rivermeade, LLC; & Yorktown-Rivermeade II, LLC

Address: 448 Depot Street NE

City: Christiansburg St.: VA Zip: 24073

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

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

D. SITE CONTROL

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

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

<u>Names</u>	<u>Phone</u>	<u>Type Ownership</u>	<u>% Ownership</u>
Yorktown-Yorkshire, Inc	(540) 382-2002	Managing Member	100.00%
Yorktown-Rivermeade Apartments, In	(540) 382-2002	Managing Member	100.00%
Yorktown-Rivermeade Apartments II,	(540) 382-2002	Managing Member	100.00%
Jeffrey K. Reed	(504) 382-2002	President	
Jeffrey K. Reed	(504) 382-2002	President of CHPC	
			0.00%
			0.00%



**E. DEVELOPMENT TEAM INFORMATION**

**Complete the following as applicable to your development team.**

- Indicate either DEI (Diversity, Equity, and Inclusion) or Veteran Owned Small Business designation (as defined in the manual) that you would like to assign to each contract (if applicable). Each contract can only be assigned to one designation. You can mark True for 3 contracts per each designation to receive the full 10 points.

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

1. Tax Attorney:	Conrad Garcia	This is a Related Entity.	FALSE
Firm Name:	Williams Mullen	DEI Designation?	FALSE OR
Address:	200 S. 10th Street	Veteran Owned Small Bus?	FALSE
City, State, Zip	Richmond, VA 23219		
Email:	cgarciawilliamsmullen.com	Phone:	(804) 420-6910
2. Tax Accountant:	Kevin Rayfield	This is a Related Entity.	FALSE
Firm Name:	FORVIS, LLP	DEI Designation?	FALSE OR
Address:	1829 Eastchester Drive	Veteran Owned Small Bus?	FALSE
City, State, Zip	High Point, NC 27265		
Email:	kevin.rayfield@forvis.com	Phone:	(336) 822-4364
3. Consultant:		This is a Related Entity.	FALSE
Firm Name:		DEI Designation?	FALSE OR
Address:		Veteran Owned Small Bus?	FALSE
City, State, Zip		Role:	
Email:		Phone:	
4. Management Entity:	Andy Hall	This is a Related Entity.	TRUE
Firm Name:	Community Housing Partners Corporation	DEI Designation?	FALSE OR
Address:	448 Depot Street NE	Veteran Owned Small Bus?	FALSE
City, State, Zip	Christiansburg, VA 24073		
Email:	ahall@chpc2.org	Phone:	(540) 382-2002
5. Contractor:		This is a Related Entity.	FALSE
Firm Name:		DEI Designation?	FALSE OR
Address:		Veteran Owned Small Bus?	FALSE
City, State, Zip			
Email:		Phone:	
6. Architect:	Donna Rosano, AIA	This is a Related Entity.	FALSE
Firm Name:	DDR-chitecture, LLC	DEI Designation?	TRUE OR
Address:	502 W. Main Street	Veteran Owned Small Bus?	FALSE
City, State, Zip	Middletown, MD 21769		
Email:	drosano@ddr-chitecture.com	Phone:	(240) 994-1535
7. Real Estate Attorney:	Lauren Nowlin	This is a Related Entity.	FALSE
Firm Name:	Williams Mullen	DEI Designation?	FALSE OR



**E. DEVELOPMENT TEAM INFORMATION**

Address:	200 S. 10th Street, Suite 1600	Veteran Owned Small Bus?	FALSE
City, State, Zip	Richmond, VA 23219		
Email:	Inowlin@williamsmullen.com	Phone:	(804) 420-6585
8. Mortgage Banker:	Costa Conavos	This is a Related Entity.	FALSE
Firm Name:	Berkadia Commercial Mortgage	DEI Designation?	FALSE OR
Address:	707 E. Main Street, Suite 1300	Veteran Owned Small Bus?	FALSE
City, State, Zip	Richmond, VA 23219		
Email:	costa.canavos@berkadia.com	Phone:	(804) 780-9235
9. Other 1:		This is a Related Entity.	FALSE
Firm Name:		DEI Designation?	FALSE OR
Address:		Veteran Owned Small Bus?	FALSE
City, State, Zip		Role:	
Email:		Phone:	
10. Other 2:		This is a Related Entity.	FALSE
Firm Name:		DEI Designation?	FALSE OR
Address:		Veteran Owned Small Bus?	FALSE
City, State, Zip		Role:	
Email:		Phone:	
11. Other 3:		This is a Related Entity.	FALSE
Firm Name:		DEI Designation?	FALSE OR
Address:		Veteran Owned Small Bus?	FALSE
City, State, Zip		Role:	
Email:		Phone:	
12. Other 4:		This is a Related Entity.	FALSE
Firm Name:		DEI Designation?	FALSE OR
Address:		Veteran Owned Small Bus?	FALSE
City, State, Zip		Role:	
Email:		Phone:	
13. Other 5:		This is a Related Entity.	FALSE
Firm Name:		DEI Designation?	FALSE OR
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.....

TRUE
- If so, when was the most recent year that this development received credits?

2005
- If this is a preservation deal,
- what date did this development enter its Extended Use Agreement period?

7/15/2005
- c.

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

TRUE
- 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),.....

FALSE
- i Subsection (I).....

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

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

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

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

FALSE
- c.

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

FALSE
- d.

There are different circumstances for different buildings.....

FALSE
- Action:**

(If True, provide an explanation for each building in Tab K)

3. Rehabilitation Credit Information

F. REHAB 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:

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

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

A. Nonprofit Involvement (All Applicants)

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

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

B. Type of involvement:

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

or

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

C. Identity of Nonprofit (All nonprofit applicants):

The nonprofit organization involved in this development is:

▶ Other

Name: Community Housing Partners Corporation

Contact Person: Andrew S. Davenport

Street Address: 448 Deport Street NE

City: Christiansburg

State: ▶

VA

Zip: 24073

Phone: (540) 523-1946

Contact Email: andy.davenport@chpc2.org

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

Specify the nonprofit entity's percentage ownership of the general partnership interest: 100.0%

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

G. NONPROFIT INVOLVEMENT

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

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

**Name of qualified nonprofit:** Community Housing Partners Corporation

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

**Name of Local Housing Authority**

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

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

140

bedrooms

256

Total number of **rental** units in development

140

bedrooms

256

Number of low-income rental units

140

bedrooms

256

Percentage of rental units designated low-income

100.00%

b. Number of new units:.....

0

bedrooms

0

Number of adaptive reuse units: .....

0

bedrooms

0

Number of rehab units:.....

140

bedrooms

256

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.....

113,736.75

(Sq. ft.)

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

0.00

(Sq. ft.)

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

0.00

g. Total Usable Residential Heated Area.....

113,736.75

(Sq. ft.)

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

0.00%

i. Exact area of site in acres .....

15.050

j. Locality has approved a final site plan or plan of development.....

TRUE

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

k. Requirement as of 2016: Site must be properly zoned for proposed development.

**ACTION:** Provide required zoning documentation (**MANDATORY TAB G**)

l. Development is eligible for Historic Rehab credits.....

FALSE

**Definition:**

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

2. UNIT MIX

- a. Specify the **average size and number per unit type (as indicated in the Architect's Certification):**
- 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
Supportive Housing	0.00	SF	0	0
1 Story Eff - Elderly	0.00	SF	0	0
1 Story 1BR - Elderly	0.00	SF	0	0
1 Story 2BR - Elderly	0.00	SF	0	0
Eff - Elderly	0.00	SF	0	0
1BR Elderly	0.00	SF	0	0
2BR Elderly	0.00	SF	0	0
Eff - Garden	0.00	SF	0	0
1BR Garden	627.66	SF	24	24

H. STRUCTURE AND UNITS INFORMATION

2BR Garden	862.90	SF	116	116
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
			140	140

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)..... 17

b. Age of Structure:..... 34 years

c. Maximum Number of stories:..... 2

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

e. Commercial Area Intended Use:

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

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

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

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

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

i. Row House/Townhouse FALSE

ii. Garden Apartments TRUE

iii. Slab on Grade TRUE

iv. Crawl space FALSE

v. Detached Single-family FALSE

vi. Detached Two-family FALSE

vii. Basement FALSE

h. Development contains an elevator(s). FALSE

If true, # of Elevators. 0

Elevator Type (if known)

i. Roof Type ▶ Pitched

j. Construction Type ▶ Frame

k. Primary Exterior Finish ▶ Fiber Cement Siding

4. Site Amenities (indicate all proposed)

a. Business Center..... FALSE

b. Covered Parking..... FALSE

c. Exercise Room..... FALSE

d. Gated access to Site..... FALSE

e. Laundry facilities..... TRUE

f. Limited Access..... FALSE

g. Playground..... TRUE

h. Pool..... FALSE

i. Rental Office..... TRUE

j. Sports Activity Ct.. FALSE

k. Other:

H. STRUCTURE AND UNITS INFORMATION

l. Describe Community Facilities:	Community Center
m. Number of Proposed Parking Spaces	241
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 structureNotes must indicate basic materials in structure, floor and exterior finish.
- b. The following are due at reservation for Tax Exempt 4% Applications and at allocation for 9% Applications.
- i. Phase I environmental assessment.
  - ii. Physical needs assessment for any rehab only development.

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



J. ENHANCEMENTS

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

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

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

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

- ACTION:** Provide RESNET rater certification of Development Plans (**TAB F**)
- ACTION:** Provide Internet Safety Plan and Resident Information Form (**Tab W**) if corresponding options selected below.

REQUIRED:

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

TRUE	a. A community/meeting room with a minimum of 749 square feet is provided with free WIFI access restricted to residents only.
0.00%	b1. Percentage of brick covering the exterior walls.
100.00%	b2. Percentage of Fiber Cement Board or other similar low-maintenance material approved by the Authority covering exterior walls. Community buildings are to be included in percentage calculations.
TRUE	c. All kitchen light fixtures are LED and meet MDCR lighting guidelines.
FALSE	d. Cooking surfaces are equipped with fire suppression features as defined in the manual
TRUE	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.
TRUE	g. All faucets, toilets and showerheads in each bathroom are WaterSense labeled products.
TRUE	h. Rehab Only: Each unit is provided with the necessary infrastructure for high-speed internet/broadband service.
FALSE	i. Each unit is provided free individual high-speed internet access. (Must have a minimum 20Mbps upload/ 100Mbps download speed per manual.)
TRUE	j. Every kitchen, living room and bedroom contains, at minimum, one USB charging port.
FALSE	k. Rehab only: Each unit has dedicated space, drain and electrical hook-ups to accept a permanently installed dehumidification system.
or	
TRUE	l. All Construction types: each unit is equipped with a permanent dehumidification system.
FALSE	m. All interior doors within units are solid core.
FALSE	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 <b>Tab F</b> .
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:

- FALSE

a. All cooking ranges have front controls.
- FALSE

b. Bathrooms have an independent or supplemental heat source.
- FALSE

c. All entrance doors have two eye viewers, one at 42" inches and the other at standard height.
- FALSE

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

2. Green Certification

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

The applicant will also obtain one of the following:

- 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

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

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

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

- TRUE

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

4.

FALSE

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

If not, please explain:

DR

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

**I. UTILITIES**

## 1. Utilities Types:

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

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

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

Utilities	Enter Allowances by Bedroom Size				
	0-BR	1-BR	2-BR	3-BR	4-BR
Heating	0	28	44	0	0
Air Conditioning	0	10	13	0	0
Cooking	0	5	6	0	0
Lighting	0	8	13	0	0
Hot Water	0	9	14	0	0
Water	0	27	34	0	0
Sewer	0	33	42	0	0
Trash	0	0	0	0	0
Total utility allowance for costs paid by tenant	\$0	\$120	\$165	\$0	\$0

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

- |   |   |
|---|---|
| a. <u>FALSE</u> HUD                             | d. <u>FALSE</u> Local PHA                     |
| b. <u>FALSE</u> Utility Company (Estimate)      | e. <u>TRUE</u> Other: <u>Virginia Housing</u> |
| c. <u>FALSE</u> Utility Company (Actual Survey) |   |

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

K. SPECIAL HOUSING NEEDS

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

1. **Accessibility:** Indicate **True** for the following point 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.

DR

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

2. Special Housing Needs/Leasing Preference:

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

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

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

Supportive Housing (as described in the Tax Credit Manual)
- If Supportive Housing is True: Will the supportive housing consist of units designated for
- FALSE

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.....

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

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

3. Leasing Preferences

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

Yes

Organization which holds waiting list: 

York County Housing & Neighborhood Revitalization

Contact person: 

Abbitt Woodall

Title: 

Division Manager

Phone Number: 

(757) 890-4108

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

K. SPECIAL HOUSING NEEDS

- b. Leasing preference will be given to individuals and families with children.....

TRUE

(Less than or equal to 20% of the units must have of 1 or less bedrooms).
- c. Specify the number of low-income units that will serve individuals and families with children by providing three or more bedrooms:

0

% of total Low Income Units0%

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

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

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

4. Target Population Leasing Preference

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

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

First Name:

Andy

Last Name:

Hall

Phone Number:

(540) 382-2002

Email:

ahall@chpc2.org

5. 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

FALSE

Section 8 Project Based Assistance

TRUE

RD 515 Rental Assistance

FALSE

Section 8 Vouchers

\*Administering Organization:

K. SPECIAL HOUSING NEEDS

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:	86
How many years in rental assistance contract?	
Expiration date of contract:	
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:**

Warning: Greater than 50% of units does not increase bonus points.

Income Levels		
# of Units	% of Units	
0	0.00%	20% Area Median
0	0.00%	30% Area Median
15	10.71%	40% Area Median
125	89.29%	50% Area Median
0	0.00%	60% Area Median
0	0.00%	70% Area Median
0	0.00%	80% Area Median
0	0.00%	Market Units
140	100.00%	<b>Total</b>

Rent Levels		
# of Units	% of Units	
0	0.00%	20% Area Median
0	0.00%	30% Area Median
15	10.71%	40% Area Median
125	89.29%	50% Area Median
0	0.00%	60% Area Median
0	0.00%	70% Area Median
0	0.00%	80% Area Median
0	0.00%	Market Units
140	100.00%	<b>Total</b>

- 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 FALSE 40% Levels TRUE 50% levels TRUE

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

**2. Unit Mix Grid**

**FOR YOUR CONVENIENCE, COPY AND PASTE IS ALLOWED WITHIN UNIT MIX GRID**

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



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

	Unit Type (Select One)	Rent Target (Select One)	Number of Units	# of Units 504 compliant	Net Rentable Square Feet	Monthly Rent Per Unit	Total Monthly Rent
Mix 1	1 BR - 1 Bath	50% AMI	2		629.61	\$860.00	\$1,720
Mix 2	1 BR - 1 Bath	50% AMI	2		629.61	\$860.00	\$1,720
Mix 3	1 BR - 1 Bath	50% AMI	4	2	575.29	\$860.00	\$3,440
Mix 4	2 BR - 1 Bath	40% AMI	4		814.29	\$761.00	\$3,044
Mix 5	2 BR - 1 Bath	50% AMI	6		814.29	\$990.00	\$5,940
Mix 6	2 BR - 1 Bath	50% AMI	10		814.29	\$990.00	\$9,900
Mix 7	2 BR - 1 Bath	50% AMI	7		739.24	\$990.00	\$6,930
Mix 8	2 BR - 1 Bath	50% AMI	12	2	739.24	\$990.00	\$11,880

L. UNIT DETAILS

Mix 9	2 BR - 1 Bath	40% AMI	1		739.24	\$761.00	\$761
Mix 10	2 BR - 1 Bath	40% AMI	2		807.87	\$788.00	\$1,576
Mix 11	2 BR - 1 Bath	40% AMI	2		807.87	\$788.00	\$1,576
Mix 12	2 BR - 1 Bath	50% AMI	16	5	739.50	\$1,020.00	\$16,320
Mix 13	2 BR - 1 Bath	50% AMI	12		807.87	\$1,020.00	\$12,240
Mix 14	1 BR - 1 Bath	50% AMI	8	2	521.52	\$860.00	\$6,880
Mix 15	1 BR - 1 Bath	50% AMI	3		558.62	\$860.00	\$2,580
Mix 16	1 BR - 1 Bath	50% AMI	5		558.62	\$860.00	\$4,300
Mix 17	2 BR - 1 Bath	40% AMI	6		745.07	\$786.00	\$4,716
Mix 18	2 BR - 1 Bath	50% AMI	22		805.27	\$950.00	\$20,900
Mix 19	2 BR - 1 Bath	50% AMI	16	3	745.07	\$950.00	\$15,200
Mix 20							\$0
Mix 21							\$0
Mix 22							\$0
Mix 23							\$0
Mix 24							\$0
Mix 25							\$0
Mix 26							\$0
Mix 27							\$0
Mix 28							\$0
Mix 29							\$0
Mix 30							\$0
Mix 31							\$0
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Mix 54							\$0
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Mix 56							\$0
Mix 57							\$0
Mix 58							\$0
Mix 59							\$0
Mix 60							\$0
Mix 61							\$0
Mix 62							\$0
Mix 63							\$0



L. UNIT DETAILS

Mix 64							\$0
Mix 65							\$0
Mix 66							\$0
Mix 67							\$0
Mix 68							\$0
Mix 69							\$0
Mix 70							\$0
Mix 71							\$0
Mix 72							\$0
Mix 73							\$0
Mix 74							\$0
Mix 75							\$0
Mix 76							\$0
Mix 77							\$0
Mix 78							\$0
Mix 79							\$0
Mix 80							\$0
Mix 81							\$0
Mix 82							\$0
Mix 83							\$0
Mix 84							\$0
Mix 85							\$0
Mix 86							\$0
Mix 87							\$0
Mix 88							\$0
Mix 89							\$0
Mix 90							\$0
Mix 91							\$0
Mix 92							\$0
Mix 93							\$0
Mix 94							\$0
Mix 95							\$0
Mix 96							\$0
Mix 97							\$0
Mix 98							\$0
Mix 99							\$0
Mix 100							\$0
TOTALS			140	14			\$131,623

Total Units	140	Net Rentable SF:	TC Units	103,396.72
			MKT Units	0.00
			Total NR SF:	103,396.72

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

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

1. Advertising/Marketing			\$7,800
2. Office Salaries			\$73,300
3. Office Supplies			\$4,500
4. Office/Model Apartment	(type <input type="text"/> )		\$0
5. Management Fee			\$156,240
10.41% of EGI	<u>\$1,116.00</u>	Per Unit	
6. Manager Salaries			\$46,410
7. Staff Unit (s)	(type <input type="text"/> )		\$0
8. Legal			\$9,200
9. Auditing			\$8,000
10. Bookkeeping/Accounting Fees			\$0
11. Telephone & Answering Service			\$5,153
12. Tax Credit Monitoring Fee			\$10,663
13. Miscellaneous Administrative			\$25,831
<b>Total Administrative</b>			<u>\$347,097</u>

**Utilities**

14. Fuel Oil		\$0
15. Electricity		\$14,602
16. Water		\$2,500
17. Gas		\$0
18. Sewer		\$3,000
<b>Total Utility</b>		<u>\$20,102</u>

**Operating:**

19. Janitor/Cleaning Payroll		\$0
20. Janitor/Cleaning Supplies		\$3,000
21. Janitor/Cleaning Contract		\$10,000
22. Exterminating		\$13,634
23. Trash Removal		\$25,000
24. Security Payroll/Contract		\$0
25. Grounds Payroll		\$1,085
26. Grounds Supplies		\$550
27. Grounds Contract		\$23,092
28. Maintenance/Repairs Payroll		\$94,000
29. Repairs/Material		\$8,400
30. Repairs Contract		\$10,800
31. Elevator Maintenance/Contract		\$0
32. Heating/Cooling Repairs & Maintenance		\$6,250
33. Pool Maintenance/Contract/Staff		\$0
34. Snow Removal		\$400
35. Decorating/Payroll/Contract		\$11,600
36. Decorating Supplies		\$7,500
37. Miscellaneous		\$6,564
<b>Totals Operating &amp; Maintenance</b>		<u>\$221,875</u>

**M. OPERATING EXPENSES****Taxes & Insurance**

38. Real Estate Taxes		\$66,085
39. Payroll Taxes		\$0
40. Miscellaneous Taxes/Licenses/Permits		\$950
41. Property & Liability Insurance	\$975 per unit	\$136,434
42. Fidelity Bond		\$0
43. Workman's Compensation		\$0
44. Health Insurance & Employee Benefits		\$54,067
45. Other Insurance		\$0
<b>Total Taxes &amp; Insurance</b>		<b>\$257,536</b>

**Total Operating Expense****\$846,610**

<b>Total Operating Expenses Per Unit</b>	<b>\$6,047</b>	<b>C. Total Operating Expenses as % of EGI</b>	<b>56.42%</b>
--	----------------	--	---------------

<b>Replacement Reserves (Total # Units X \$300 or \$250 New Const./Elderly Minimum)</b>	<b>\$42,000</b>
---	-----------------

<b>Total Expenses</b>	<b>\$888,610</b>
-----------------------	------------------

**N. PROJECT SCHEDULE**

ACTIVITY	ACTUAL OR ANTICIPATED DATE	NAME OF RESPONSIBLE PERSON
<b>1. SITE</b>		
a. Option/Contract	4/30/2025	Lauren Nowlin
b. Site Acquisition	7/1/2026	Cara Mullen
c. Zoning Approval	Complete	Cara Mullen
d. Site Plan Approval	Complete	Cara Mullen
<b>2. Financing</b>		
<b>a. Construction Loan</b>		
i. Loan Application	1/1/2026	Cara Mullen
ii. Conditional Commitment	2/1/2026	Cara Mullen
iii. Firm Commitment	4/1/2026	Cara Mullen
<b>b. Permanent Loan - First Lien</b>		
i. Loan Application	1/1/2026	Cara Mullen
ii. Conditional Commitment	2/1/2026	Cara Mullen
iii. Firm Commitment	4/1/2026	Cara Mullen
<b>c. Permanent Loan-Second Lien</b>		
i. Loan Application	1/1/2026	Cara Mullen
ii. Conditional Commitment	2/1/2026	Cara Mullen
iii. Firm Commitment	4/1/2026	Cara Mullen
<b>d. Other Loans &amp; Grants</b>		
i. Type & Source, List	1/1/2026	Cara Mullen
ii. Application	2/1/2026	Cara Mullen
iii. Award/Commitment	4/1/2026	Cara Mullen
<b>2. Formation of Owner</b>	10/30/2024	Lauren Nowlin
<b>3. IRS Approval of Nonprofit Status</b>	6/6/1980	Harriet Dorsey
<b>4. Closing and Transfer of Property to Owner</b>	7/1/2026	Cara Mullen
<b>5. Plans and Specifications, Working Drawings</b>	12/1/2025	Donna Rosano
<b>6. Building Permit Issued by Local Government</b>	6/15/2025	
<b>7. Start Construction</b>	7/15/2026	
<b>8. Begin Lease-up</b>	6/15/2027	Andy Hall
<b>9. Complete Construction</b>	10/15/2027	
<b>10. Complete Lease-Up</b>	1/15/2028	Andy Hall
<b>11. Credit Placed in Service Date</b>	2/1/2028	Cara Mullen

**O. PROJECT BUDGET - HARD COSTS****Cost/Basis/Maximum Allowable Credit**

Complete cost column and basis column(s) as appropriate

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

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

<b><u>Must Use Whole Numbers Only!</u></b>		Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
Item	(A) Cost	"30% Present Value Credit"		(D) "70 % Present Value Credit"
		(B) Acquisition	(C) Rehab/ New Construction	
<b>1. Contractor Cost</b>				
a. Unit Structures (New)	0	0	0	0
b. Unit Structures (Rehab)	13,224,795	0	13,224,795	
c. Non Residential Structures	0	0	0	0
d. Commercial Space Costs	0	0	0	0
e. Structured Parking Garage	0	0	0	0
<b>Total Structure</b>	13,224,795	0	13,224,795	0
f. Earthwork	0	0	0	0
g. Site Utilities	0	0	0	0
h. Renewable Energy	0	0	0	0
i. Roads & Walks	0	0	0	0
j. Site Improvements	420,000	0	420,000	
k. Lawns & Planting	140,000	0	105,000	
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	1,597,942	0	1,597,942	0
<b>Total Land Improvements</b>	2,157,942	0	2,122,942	0
<b>Total Structure and Land</b>	15,382,737	0	15,347,737	0
r. General Requirements	841,022	0	841,022	
s. Builder's Overhead ( 1.8% Contract)	280,340	0	280,340	
t. Builder's Profit ( 5.5% Contract)	841,022	0	841,022	
u. Bonds	232,248	0	232,248	
v. Building Permits	0	0	0	0
w. Special Construction	0	0	0	0
x. Special Equipment	0	0	0	0
y. Other 1:	0	0	0	0
z. Other 2:	0	0	0	0
aa. Other 3:	0	0	0	0
<b>Contractor Costs</b>	\$17,577,369	\$0	\$17,542,369	\$0

**Construction cost per unit: \$125,552.64**

**MAXIMUM COMBINED GR, OVERHEAD & PROFIT =**

**\$2,153,583**

**ACTUAL COMBINED GR, OVERHEAD & PROFIT =**

**\$1,962,384**

**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"
<b>2. Owner Costs</b>				
a. Building Permit	87,500	0	87,500	0
b. Architecture/Engineering Design Fee \$3,767 /Unit)	527,321	0	527,321	
c. Architecture Supervision Fee \$1,791 /Unit)	250,774	0	250,774	
d. Tap Fees	0	0	0	0
e. Environmental	26,700	0	26,700	
f. Soil Borings	20,000	0	0	0
g. Green Building (Earthcraft, LEED, etc.)	56,000	0	56,000	
h. Appraisal	38,000	0	0	0
i. Market Study	15,000	0	0	0
j. Site Engineering / Survey	168,500	0	51,000	
k. Construction/Development Mgt	0	0	0	0
l. Structural/Mechanical Study	20,000	0	20,000	
m. Construction Loan Origination Fee	191,000	0	191,000	
n. Construction Interest ( 0.0% for 0 months)	1,230,000	0	792,000	
o. Taxes During Construction	0	0	0	0
p. Insurance During Construction	140,000	0	140,000	
q. Permanent Loan Fee ( 0.0% )	79,000			
r. Other Permanent Loan Fees	149,000			
s. Letter of Credit	274,500	0	30,000	0
t. Cost Certification Fee	25,000	0	25,000	
u. Accounting	0	0	0	0
v. Title and Recording	200,000	0	100,000	
w. Legal Fees for Closing	10,000	0	0	0
x. Mortgage Banker	75,000	0	0	0
y. Tax Credit Fee	92,867			
z. Tenant Relocation	560,000			
aa. Fixtures, Furnitures and Equipment	56,500	0	56,500	
ab. Organization Costs	14,000			
ac. Operating Reserve	1,410,111			
ad. Soft Costs Contingency	140,000			
ae. Security	0	0	0	0
af. Utilities	0	0	0	0
ag. Supportive Service Reserves	0			
(1) Other* specify: Planning, Zoning Fees	0	0	0	0
(2) Other* specify: Loan Inspections	87,500	0	87,500	
(3) Other* specify: Construction Loan - Other	476,000	0	476,000	
(4) Other* specify: Developer - Legal	140,000	0	140,000	

**O. PROJECT BUDGET - OWNER COSTS**

(5) Other * specify: Developer - Other	0	0	0	
(6) Other* specify: Professional Fees - Other	10,000	0	10,000	
(7) Other* specify: Tax Credit & Syndication - L	90,000	0	0	0
(8) Other* specify: Start-Up & Leasing	15,000	0	0	0
(9) Other* specify: Miscellaneous	75,000	0	0	0
Owner Costs Subtotal (Sum 2A..2(10))	\$6,750,273	\$0	\$3,067,295	\$0
<b>Subtotal 1 + 2</b> (Owner + Contractor Costs)	\$24,327,642	\$0	\$20,609,664	\$0
<b>3. Developer's Fees</b>	3,000,000	0	3,000,000	0
<b>4. Owner's Acquisition Costs</b>				
Land	2,300,000			
Existing Improvements	9,200,000	9,200,000		
Subtotal 4:	\$11,500,000	\$9,200,000		
<b>5. Total Development Costs</b>				
Subtotal 1+2+3+4:	\$38,827,642	\$9,200,000	\$23,609,664	\$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:**

**\$3,296,211**

Proposed Development's Cost per Sq Foot

\$240 **Meets Limits**

Applicable Cost Limit by Square Foot:

\$253

Proposed Development's Cost per Unit

\$195,197 **Meets Limits**

Applicable Cost Limit per Unit:

\$246,756

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	38,827,642	9,200,000	23,609,664	0
2. Reductions in Eligible Basis				
a. Amount of federal grant(s) used to finance qualifying development costs	0	0	0	0
b. Amount of nonqualified, nonrecourse financing	0	0	0	0
c. Costs of nonqualifying units of higher quality (or excess portion thereof)	0	0	0	0
d. Historic Tax Credit (residential portion)	0	0	0	0
3. Total Eligible Basis (1 - 2 above)		9,200,000	23,609,664	0
4. Adjustment(s) to Eligible Basis (For non-acquisition costs in eligible basis)				
a. For QCT or DDA (Eligible Basis x 30%)		0	0	0
State Designated Basis Boosts:				
b. For Revitalization or Supportive Housing (Eligible Basis x 30%)		0	0	0
c. For Green Certification (Eligible Basis x 10%)				0
Total Adjusted Eligible basis			23,609,664	0
5. Applicable Fraction	100.00000%	100.00000%	100.00000%	
6. Total Qualified Basis (Eligible Basis x Applicable Fraction)		9,200,000	23,609,664	0
7. Applicable Percentage		4.00%	4.00%	9.00%
8. Maximum Allowable Credit under IRC §42 (Qualified Basis x Applicable Percentage)		\$368,000	\$944,387	\$0
(Must be same as BIN total and equal to or less than credit amount allowed)	\$1,312,387 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.	VH tax exempt			\$19,100,000	
2.					
3.					
Total Construction Funding:				\$19,100,000	

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

	Source of Funds	Date of Application	Date of Commitment	Amount of Funds	Annual Debt Service Cost	Interest Rate of Loan	Amortization Period IN YEARS	Term of Loan (years)
				(Whole Numbers only)				
1.	REACH	1/1/2026	3/1/2026	\$5,600,000	\$295,533	3.95%	35	35
2.	VH Tax Exempt	1/1/2026	3/1/2026	\$2,238,200	\$153,144	6.00%	35	35
3.	VHTF	10/1/2025	2/1/2026	\$2,000,000	\$10,000	0.50%	35	35
4.	HOME	10/1/2025	2/1/2026	\$1,000,000	\$10,000	1.00%	35	35
5.	RD Loans (YTSq2, RM1, RM2)			\$2,369,848	\$60,249	1.00%	50	35
6.	DHCD - Exisiting			\$735,733	\$0	0.00%	15	15
7.	Seller Financing	4/15/2025	11/1/2025	\$7,076,663	\$0	2.50%	40	40
8.	CMF	4/15/2025	11/1/2025	\$1,500,000	\$0	2.50%	40	40
9.	HIEE	10/1/2025	2/1/2026	\$2,000,000	\$0	0.00%	35	35
10.	Interim Income & RD Reserves			\$1,504,278	\$0	0.00%	0	0
Total Permanent Funding:				\$26,024,722	\$528,926			

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.			\$0

Q. SOURCES OF FUNDS

2.			
3.			
4.			
5.			
Total Subsidized Funding			\$0

5. Recap of Federal, State, and Local Funds

Portions of the sources of funds described above for the development are financed directly or indirectly with Federal, State, or Local Government Funds..... 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	\$19,100,000
b.	RD 515	\$2,369,848
c.	Section 221(d)(3)	\$0
d.	Section 312	\$0
e.	Section 236	\$0
f.	Virginia Housing REACH Funds	\$5,600,000
g.	HOME Funds	\$1,000,000
h.	Choice Neighborhood	\$0
i.	National Housing Trust Fund	\$0
j.	Virginia Housing Trust Fund	\$2,000,000
k.	Other: DHCD Existing, HIEE, CMF	\$4,235,733
l.	Other: Seller Financing, Inter. Income & RD	\$8,580,941

Market-Rate Loans

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

Grants\*

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

Grants

c.	State	
d.	Local	
e.	Other:	

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

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

For purposes of the 50% Test, and based only on the data entered to this application, the portion of the aggregate basis of buildings and land financed with tax-exempt funds is: 54.40%

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

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

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

Q. SOURCES OF FUNDS

- 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..... FALSE

R. EQUITY

1. Equity

a.	Portion of Syndication Proceeds Attributable to Historic Tax Credit				
	Amount of Federal historic credits	\$0	x Equity \$	\$0.000	= \$0
	Amount of Virginia historic credits	\$0	x Equity \$	\$0.000	= \$0
b.	Housing Opportunity Tax Credit Request (paired with 4% credit requests only)				
	Amount of State HOTC	\$0	x Equity \$	\$0.000	= \$0
c.	Equity that Sponsor will Fund:				
i.	Cash Investment	\$100			
ii.	Contributed Land/Building	\$0			
iii.	Deferred Developer Fee	\$991,336	(Note: Deferred Developer Fee cannot be negative.)		
iv.	45L Credit Equity	\$0			
v.	Other:	\$0			
	<b>ACTION:</b> If Deferred Developer Fee is greater than 50% of overall Developer Fee, provide a cash flow statement showing payoff within 15 years at <b>TAB A</b> .				
	Equity Total	\$991,436			

2. Equity Gap Calculation

a.	Total Development Cost		\$38,827,642
b.	Total of Permanent Funding, Grants and Equity	-	\$27,016,158
c.	Equity Gap		\$11,811,484
d.	Developer Equity	-	\$1,180
e.	Equity gap to be funded with low-income tax credit proceeds		\$11,810,304

3. Syndication Information (If Applicable)

a.	Actual or Anticipated Name of Syndicator:		▶	Truist Community Capital, LLC	
	Contact Person:	Stephen Smith		Phone:	
	Street Address:	120 East Baltimore Street			
	City:	Baltimore		State:	Maryland
				Zip:	21202
b.	Syndication Equity				
	i.	Anticipated Annual Credits			\$1,312,387.00
	ii.	Equity Dollars Per Credit (e.g., \$0.85 per dollar of credit)			\$0.900
	iii.	Percent of ownership entity (e.g., 99% or 99.9%)			99.99000%
	iv.	Syndication costs not included in Total Development Costs (e.g., advisory fees)			\$0
	v.	Net credit amount anticipated by user of credits			\$1,312,256
	vi.	Total to be paid by anticipated users of credit (e.g., limited partners)			\$11,810,304
c.	Syndication:	Private	Action: Provide Syndicator's or Investor's signed Letter of Intent (Mandatory at Tab C)		
d.	Investors:	Corporate			

4. Net Syndication Amount	\$11,810,304
Which will be used to pay for Total Development Costs	
5. Net Equity Factor	90.0000163710%
Must be equal to or greater than 85%, unless the applicant has an approved waiver	

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			\$38,827,642
2. Less Total of Permanent Funding, Grants and Equity	-		\$27,016,158
3. Equals Equity Gap			\$11,811,484
4. Divided by Net Equity Factor (Percent of 10-year credit expected to be raised as equity investment)			90.0000163710%
5. Equals Ten-Year Credit Amount Needed to Fund Gap			\$13,123,869
Divided by ten years			10
6. Equals Annual Tax Credit Required to Fund the Equity Gap			\$1,312,387
7. Maximum Allowable Credit Amount (from Eligible Basis Calculation)			\$1,312,387
8. Requested Credit Amount		For 30% PV Credit:	\$1,312,387
		For 70% PV Credit:	\$0
Credit per LI Units	\$9,374.1929	<b>Combined 30% &amp; 70% PV Credit Requested</b>	
Credit per LI Bedroom	\$5,126.5117		
			\$1,312,387

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	\$131,623
Plus Other Income Source (list):	\$0
Equals Total Monthly Income:	\$131,623
Twelve Months	x12
Equals Annual Gross Potential Income	\$1,579,476
Less Vacancy Allowance	\$78,974
Equals Annual Effective Gross Income (EGI) - Low Income Units	\$1,500,502

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

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

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

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

3. Cash Flow (First Year)

a. Annual EGI Low-Income Units	\$1,500,502
b. Annual EGI Market Units	\$0
c. Total Effective Gross Income	\$1,500,502
d. Total Expenses	\$888,610
e. Net Operating Income	\$611,892
f. Total Annual Debt Service	\$528,926
g. Cash Flow Available for Distribution	\$82,966

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	1,500,502	1,530,512	1,561,122	1,592,345	1,624,192
Less Oper. Expenses	888,610	915,268	942,726	971,008	1,000,138
Net Income	611,892	615,244	618,396	621,337	624,053
Less Debt Service	528,926	528,926	528,926	528,926	528,926
Cash Flow	82,966	86,318	89,470	92,411	95,127
Debt Coverage Ratio	1.16	1.16	1.17	1.17	1.18

	Year 6	Year 7	Year 8	Year 9	Year 10
Eff. Gross Income	1,656,676	1,689,809	1,723,605	1,758,077	1,793,239
Less Oper. Expenses	1,030,143	1,061,047	1,092,878	1,125,665	1,159,434

T. CASH FLOW

Net Income	626,533	628,762	630,727	632,413	633,805
Less Debt Service	528,926	528,926	528,926	528,926	528,926
Cash Flow	97,607	99,836	101,801	103,487	104,879
Debt Coverage Ratio	1.18	1.19	1.19	1.20	1.20

	Year 11	Year 12	Year 13	Year 14	Year 15
Eff. Gross Income	1,829,104	1,865,686	1,903,000	1,941,060	1,979,881
Less Oper. Expenses	1,194,218	1,230,044	1,266,945	1,304,954	1,344,102
Net Income	634,886	635,642	636,054	636,106	635,778
Less Debt Service	528,926	528,926	528,926	528,926	528,926
Cash Flow	105,960	106,716	107,128	107,180	106,852
Debt Coverage Ratio	1.20	1.20	1.20	1.20	1.20

Estimated Annual Percentage Increase in Revenue	2.00%	(Must be $\leq$ 2%)
Estimated Annual Percentage Increase in Expenses	3.00%	(Must be $\geq$ 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:17

Total Qualified Basis should equal total on Elig Basis Tab

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

Bldg #	BIN if known	NUMBER OF		Please help us with the process: DO NOT use the CUT feature DO NOT SKIP LINES BETWEEN BUILDINGS	Street Address 1	Street Address 2	City	State	Zip	30% Present Value Credit for Acquisition				30% Present Value Credit for Rehab / New Construction				70% Present Value Credit							
		TAX CREDIT UNITS	MARKET RATE UNITS							Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount				
1.	VA8702001	8			101 Rivermeade Court		Yorktown	VA	23690	\$525,714		4.00%	\$21,029	\$1,349,124		9.00%	\$121,421				\$0				
2.	VA8702002	12			103 Rivermeade Court		Yorktown	VA	23690	\$788,571		4.00%	\$31,543	\$2,023,685		9.00%	\$182,132				\$0				
3.	VA8702003	8			105 Rivermeade Court		Yorktown	VA	23690	\$525,714		4.00%	\$21,029	\$1,349,124		9.00%	\$121,421				\$0				
4.	VA8702004	8			107 Rivermeade Court		Yorktown	VA	23690	\$525,714		4.00%	\$21,029	\$1,349,124		9.00%	\$121,421				\$0				
5.	VA8702005	12			109 Rivermeade Court		Yorktown	VA	23690	\$788,571		4.00%	\$31,543	\$2,023,685		9.00%	\$182,132				\$0				
6.	VA9020055	8			100 Townley Court		Yorktown	VA	23690	\$525,714		4.00%	\$21,029	\$1,349,124		9.00%	\$121,421				\$0				
7.	VA9020056	8			101 Townley Court		Yorktown	VA	23690	\$525,714		4.00%	\$21,029	\$1,349,124		9.00%	\$121,421				\$0				
8.	VA9020057	8			102 Townley Court		Yorktown	VA	23690	\$525,714		4.00%	\$21,029	\$1,349,124		9.00%	\$121,421				\$0				
9.	VA9020058	8			103 Townley Court		Yorktown	VA	23690	\$525,714		4.00%	\$21,029	\$1,349,124		9.00%	\$121,421				\$0				
10.	VA0442001	8			202 Barham Blvd		Yorktown	VA	23690	\$525,714		4.00%	\$21,029	\$1,349,124		9.00%	\$121,421				\$0				
11.	VA0442002	8			202 Barham Blvd		Yorktown	VA	23690	\$525,714		4.00%	\$21,029	\$1,349,124		9.00%	\$121,421				\$0				
12.	VA0442003	8			202 Barham Blvd		Yorktown	VA	23690	\$525,714		4.00%	\$21,029	\$1,349,124		9.00%	\$121,421				\$0				
13.	VA0442004	8			202 Barham Blvd		Yorktown	VA	23690	\$525,714		4.00%	\$21,029	\$1,349,124		9.00%	\$121,421				\$0				
14.	VA0442005	4			202 Barham Blvd		Yorktown	VA	23690	\$262,857		4.00%	\$10,514	\$674,562		9.00%	\$60,711				\$0				
15.	VA0442006	8			202 Barham Blvd		Yorktown	VA	23690	\$525,714		4.00%	\$21,029	\$1,349,124		9.00%	\$121,421				\$0				
16.	VA0442007	8			202 Barham Blvd		Yorktown	VA	23690	\$525,714		4.00%	\$21,029	\$1,349,124		9.00%	\$121,421				\$0				
17.	VA0442008	8			202 Barham Blvd		Yorktown	VA	23690	\$525,714		4.00%	\$21,029	\$1,349,124		9.00%	\$121,421				\$0				
18.																	\$0				\$0				
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29.																	\$0				\$0				
30.																	\$0				\$0				
31.																	\$0				\$0				
32.																	\$0				\$0				
33.																	\$0				\$0				
34.																	\$0				\$0				
35.																	\$0				\$0				
		140	0 If development has more than 35 buildings, contact Virginia Housing.																						
		Totals from all buildings									\$9,199,995					\$23,609,668					\$0				
															\$368,000					\$2,124,870					\$0

Qualified basis should not exceed values on Elig Basis.

Number of BINS:17

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**V. STATEMENT OF OWNER**

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The undersigned hereby acknowledges the following:

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


**V. STATEMENT OF OWNER**

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: Yorktown RM Rehab Apartments, LLC  
By: CHP Yorktown RM Rehab Apartments, LLC  
By: Community Housing Partners Corporation, Sole an


By:   
Its: Andrew S. Davenport, Vice President of Developmen  
(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:	Donna Rosano
Virginia License#:	0401016570
Architecture Firm or Company:	DDR-chitecture, LLC

By:   
Its: 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:** Yorktown RM Rehab Apartments


**Name of Applicant (entity):** Yorktown RM Rehab Apartments, LLC

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

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

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

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

1. All the statements made within this Certification are true, complete and correct to the best of my knowledge and belief and are made in good faith, including the data contained in Schedule A and any statements attached to this certification, and I will immediately alert Virginia Housing should I become aware of any information prior to the application deadline which may render my statements herein false or misleading.
2. ~~During any time that any of the Participants were Principals in any multifamily rental property, no mortgagee of any such property declared a default under its mortgage loan or assigned it to the mortgage insurer (governmental or private); no such property was foreclosed upon or dispossessed pursuant to a deed in lieu of foreclosure; and no such property received mortgage relief from the mortgagee.~~ **SEE PINEBROOK SUMMARY** 
3. During any time that any of the Participants were Principals in an owner(s) of any multifamily rental property, no such owner(s) was determined to have breached any agreement related to the construction or rehabilitation, use, operation, management or disposition of the property, including removal from a partnership or limited liability company.
4. That at no time have any Participants listed in this certification been required to turn in a property to the investor or been removed from a multifamily rental property ownership structure.
5. There are no unresolved findings raised as a result of state or federal audits, management reviews or other governmental investigations concerning any multifamily rental property in which any of the Participants were Principals.
6. During any time that any of the Participants were Principals in any multifamily rental property, there has not been a suspension or termination of payments under any state or federal assistance contract for such property.
7. None of the Participants have been convicted of a felony and none are presently the subject of

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.  
Virginia Housing | Federal Housing Credit Manual 100

8. None of the Participants have been suspended, debarred or otherwise restricted by any federal or state governmental entity from doing business with such governmental entity.
9. None of the Participants have defaulted on an obligation covered by a surety or performance bond and has not been the subject of a claim under an employee fidelity bond.
10. No Participant is a Virginia Housing employee or a member of the immediate household of any Virginia Housing employee.
11. None of the Participants participate in the ownership of a multifamily rental housing property as of this date on which construction has stopped for a period in excess of 20 days or, in the case of a multifamily rental housing property assisted by any federal or state governmental entity, which has been substantially completed for more than 90 days but for which requisite documents for closing, such as the final cost certification, have not been filed with such governmental entity.
12. None of the Participants have been found by any federal or state governmental entity or court to be in noncompliance with any applicable civil rights, equal employment opportunity or fair housing laws or regulations.
13. No Participant was a principal in any multifamily rental property which has been found by any federal or state governmental entity or court to have failed to comply with Section 42 of the Internal Revenue Code of 1986, as amended, during the period of time in which the Participant was a Principal of the owner of such property (this does not refer to corrected 8823's).
14. 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, I have attached a true and accurate statement to explain the relevant facts and circumstances.

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

  
\_\_\_\_\_  
Signature

Andrew Davenport, Vice President of Managing Member of Mana  
Printed Name

4/23/2025

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

## Pinebrook Village Apartments Summary

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

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

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

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

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

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

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

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



Development Name:Yorktown RM Rehab Apartments

Name of Applicant:Community Housing Partners Corporation

Principals' Name:Jeffrey K. Reed, Ceo

#	Development Name	Location	Ownership Entity	Ownership Entity Phone	CGP or "Named" Managing Member at the time of deal?	Total Develop-ment Units	Total Low Income Units	Placed in Service Date	8609 Issued Date	Uncorrected 8823s? If Y, Explain at Tab D
1.					Y/N					Y/N
2.										
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\* Must have the ability to bind the LIHTC entity; document with Partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

W.

LIHTC SELF SCORE SHEET

Self Scoring Process

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

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

MANDATORY ITEMS:		Included	Score
a. Signed, completed application with attached tabs in PDF format	Y	Y or N	0
b. Active Excel copy of application	Y	Y or N	0
c. Partnership agreement	Y	Y or N	0
d. SCC Certification	Y	Y or N	0
e. Previous participation form	Y	Y or N	0
f. Site control document	Y	Y or N	0
g. RESNET Certification	Y	Y or N	0
h. Attorney's opinion	Y	Y or N	0
i. Nonprofit questionnaire (if applicable)	Y	Y, N, N/A	0
j. Appraisal	Y	Y or N	0
k. Zoning document	Y	Y or N	0
l. Universal Design Plans	Y	Y or N	0
m. List of LIHTC Developments (Schedule A)	Y	Y or N	0
Total:			0.00
1. READINESS:			
a. Virginia Housing notification letter to CEO (via Locality Notification Information App)	Y	0 or -50	0.00
b. Local CEO Opposition Letter	N	0 or -25	0.00
c. Plan of development	Y	0 to 10	10.00
d. Location in a revitalization area based on Qualified Census Tract	N	0 or 10	0.00
or e. Location in a revitalization area with resolution or by locality	N	0 or 15	0.00
or f. Location in a Opportunity Zone	N	0 or 15	0.00
g. Location in a Medium to High level Economic Development Jurisdiction	N	0 or 5	0.00
h. Location on land owned by Tribal Nation	N	0 or 15	0.00
Total:			10.00
2. HOUSING NEEDS CHARACTERISTICS:			
a. Sec 8 or PHA waiting list preference	Y	0 or up to 5	5.00
b. Existing RD, HUD Section 8 or 236 program	Y	0 or 20	20.00
c. Subsidized funding commitments	0.00%	Up to 60	0.00
d. Tax abatement on increase of property's value	N	0 or 5	0.00
e. New project based rental subsidy) in Northern Virginia or New Construction pool	N	up to 40	0.00
f. Census tract with <12% poverty rate	0%	0, 20, 25 or 30	0.00
g. Development provided priority letter from Rural Development	Y	0 or 15	15.00
h. Dev. located in area with increasing rent burdened population	Y	Up to 20	0.00
Total:			40.00
3. DEVELOPMENT CHARACTERISTICS:			
a. Enhancements (See calculations below)			41.00
b. <removed for 2025>			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	N	0 or 5	0.00
i. Meets Target Population Development Characteristics	N	0 or 10	0.00
Total:			81.00

## 4. TENANT POPULATION CHARACTERISTICS:

Locality AMI	State AMI
\$100,700	\$73,300

a. Less than or equal to 20% of units having 1 or less bedrooms	Y	0 or 15	15.00
b. <plus> Percent of Low Income units with 3 or more bedrooms	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)	10.71%	Up to 10	10.00
e. Units in Higher Income Jurisdictions with rent and income at or below 50% of AMI	100.00%	Up to 50	50.00
f. Units in Higher Income Jurisdictions with rents <= 50% rented to tenants with <= 60% of AMI	100.00%	Up to 25	0.00
or g. Units in LI Jurisdictions with rents <= 50% rented to tenants with <= 60% of AMI	100.00%	Up to 50	0.00
Total:			75.00

## 5. SPONSOR CHARACTERISTICS:

a. Socially Disadvantaged Principal owner 25% or greater	N	0 or 30	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	Up to 30	0.00
e. RAD or PHA Conversion participation and competing in Local Housing Authority pool	N	0 or 10	0.00
f. Team member with Diversity, Equity and Inclusion Designation	Y	up to 10	5.00
g. Team member with Veteran Owned Small Business Certification	N	up to 10	0.00
h. Commitment to electronic payment of fees	Y	0 or 5	5.00
i. Zero Ready or Passive House certification from prior allocation	N	0 or 20	0.00
Total:			70.00

300 Point Threshold - all 9% Tax Credits

200 Point Threshold - Tax Exempt Bonds

**TOTAL SCORE:****320.50****Enhancements:**

All units have:

	Max Pts	Score
a. Community Room	5	5.00
b. Exterior walls constructed with brick and other low maintenance materials	40	20.00
c. LED Kitchen Light Fixtures	2	2.00
d. Cooking surfaces equipped with fire suppression features	2	0.00
e. Bath Fan - Delayed timer or continuous exhaust	3	3.00
f. Baths equipped with humidistat	3	0.00
g. Watersense labeled faucets, toilets and showerheads (without Green Certification)	3	0.00
h. Rehab only: Infrastructure for high speed internet/broadband	5	5.00
i. Each unit provided free individual high speed internet access	15	0.00



X.

Development Summary

Summary Information

2025 Low-Income Housing Tax Credit Application For Reservation

Deal Name:

Yorktown RM Rehab Apartments

Cycle Type:

4% Tax Exempt Bonds Credits

Allocation Type:

Acquisition/Rehab

Total Units

140

Total LI Units

140

Project Gross Sq Ft:

113,736.75

Green Certified?

TRUE

Requested Credit Amount:

\$1,312,387

Jurisdiction:

York County

Population Target:

General

Owner Contact:

Andrew Davenport

Total Score

320.50

Source of Funds	Amount	Per Unit	Per Sq Ft	Annual Debt Service
Permanent Financing	\$26,024,722	\$185,891	\$229	\$528,926
Grants	\$0	\$0		
Subsidized Funding	\$0	\$0		

Uses of Funds - Actual Costs				
Type of Uses	Amount	Per Unit	Sq Ft	% of TDC
Improvements	\$15,382,737	\$109,877	\$135	39.62%
General Req/Overhead/Profit	\$1,962,384	\$14,017	\$17	5.05%
Other Contract Costs	\$232,248	\$1,659	\$2	0.60%
Owner Costs	\$6,750,273	\$48,216	\$59	17.39%
Acquisition	\$11,500,000	\$82,143	\$101	29.62%
Developer Fee	\$3,000,000	\$21,429	\$26	7.73%
Total Uses	\$38,827,642	\$277,340		

Income		
Gross Potential Income - LI Units		
		\$1,579,476
Gross Potential Income - Mkt Units		
		\$0
Subtotal		\$1,579,476
Less Vacancy %	5.00%	\$78,974
Effective Gross Income		\$1,500,502

Rental Assistance?

TRUE

Expenses		
Category	Total	Per Unit
Administrative	\$347,097	\$2,479
Utilities	\$20,102	\$144
Operating & Maintenance	\$221,875	\$1,585
Taxes & Insurance	\$257,536	\$1,840
Total Operating Expenses	\$846,610	\$6,047
Replacement Reserves	\$42,000	\$300
Total Expenses	\$888,610	\$6,347

Cash Flow	
EGI	\$1,500,502
Total Expenses	\$888,610
Net Income	\$611,892
Debt Service	\$528,926
Debt Coverage Ratio (YR1):	1.16

Total Development Costs	
Total Improvements	\$24,327,642
Land Acquisition	\$11,500,000
Developer Fee	\$3,000,000
Total Development Costs	\$38,827,642

Proposed Cost Limit/Sq Ft:

\$240

Applicable Cost Limit/Sq Ft:

\$253

Proposed Cost Limit/Unit:

\$195,197

Applicable Cost Limit/Unit:

\$246,756

Unit Breakdown	
Supp Hsg	0
# of Eff	0
# of 1BR	24
# of 2BR	116
# of 3BR	0
# of 4+ BR	0
Total Units	140

	Income Levels	Rent Levels
	# of Units	# of Units
<=30% AMI	0	0
40% AMI	15	15
50% AMI	125	125
60% AMI	0	0
>60% AMI	0	0
Market	0	0

Income Averaging?

FALSE

Extended Use Restriction?

30

Y. Efficient Use of Resources

Credit Points (updated in 2025):

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	\$1,312,387
Credit Requested	\$1,312,387
% of Savings	0.00%
Sliding Scale Points	44.5

**Development Name:** Yorktown RM Rehab Apartments

**Name of Applicant:** Yorktown RM Rehab Apartments, LLC

**Principals' Name:** Community Housing Partners Corporation

#	Development Name	Location	Ownership Entity	Ownership Entity Phone	CGP or "Named" Managing Member at the time of deal?	Total Develop-ment Units	Total Low Income Units	Placed in Service Date	8609 Issued Date	Uncorrected 8823s? If Y, Explain at Tab D
1.	Rutledge Hills	Amherst, VA	Amherst-Rutledge Hills, LLC	(434) 946-7758	Y	48	48	4/1/2009	2/1/2010	No
2.	Old Farm Village Apartments	Christiansburg, VA	CHPC-Old Farm Village, LLC	(540) 382-2002	Y	84	84	5/1/2011	12/1/2011	No
3.	Friendship Village Apts.	Virginia Beach, VA	Virginia Beach-Friendship Village, LLC	(540) 382-2002	Y	110	109	10/1/2011	5/29/2012	No
4.	Parkview Gardens	Farmville, VA	Farmville-Parkview Gardens, LLC	(540) 382-2002	Y	80	79	6/1/2012	8/1/2013	No
5.	Hilltop Terrace Apartments	Lexington, NC	Lexington-Hilltop Historic, LLC	(540) 382-2002	Y	63	63	11/1/2012	10/1/2013	No
6.	Warwick SRO	Newport News, VA	Warwick SRO, LP	(757) 244-2836	Y	88	88	7/15/2013	12/18/2013	No
7.	Greenstone on 5th Apartments	Charlottesville, VA	Blue Ridge Commons Apartments, LLC	(540) 382-2002	Y	202	167	12/1/2013	11/1/2012	No
8.	Rivermont Apartments	Martinsville, Va	The Apartments of Rivermont, LLC	(540) 382-2002	Y	99	99	12/1/2013	8/1/2014	No
9.	Dolly Ann Apartments	Covington, VA	CHPC-Dolly Ann, LLC	(540) 382-2002	Y	108	108	8/1/2011	4/1/2012	No
10.	Main Cross	Mt. Sterling, KY	Mt. Sterling-Main Cross, LLC	(540) 382-2002	Y	51	51	12/1/2013	11/1/2014	No
11.	Bettie Davis Apartments	Suffolk, VA	Bettie Davis, LLC	(540) 382-2002	Y	60	60	1/24/2014	7/29/2015	No
12.	Laurel Woods Apartments	Pulaski County, VA	Laurel Woods Apartments, LLC	(540)382-2002	Y	46	46	5/1/2014	11/1/2014	No
13.	Langston Park Apartments	Hopewell, VA	Langston Park Apartments, LLC	(540) 382-2002	Y	56	56	12/15/2015	7/8/2016	No
14.	Hunting Hills Apartments	Radford, VA	Hunting Hills Apartments, LLC	(540) 382-2002	Y	12	12	3/23/2016	8/22/2016	No
15.	Smokey Ridge Apartments	Christiansburg, VA	Smoke Ridge, LLC	(540) 382-2002	Y	52	52	6/8/2016	9/9/2016	No
16.	Overlook Terrace Apartments	Fredericksburg, VA	Apartments at Overlook Terrace, LLC	(540) 382-2002	Y	72	72	12/29/2015	11/21/2016	No
17.	Highland Crossing Apartments	Spartanburg, SC	Highland Avenue, LLC	(540) 382-2002	Y	72	72	11/30/2016	2/15/2017	No
18.	Tranquility at the Lakes	Virginia Beach, VA	SUL Tranquility Lakes, LLC	(540) 382-2002	Y	40	40	12/29/2016	7/27/2017	No
19.	Kippax Place Apartments	Hopewell, VA	Kippax Place Apartments, LLC	(540) 382-2002	Y	100	100	12/20/2016	9/10/2018	No
20.	Belleville Meadows	Suffolk, VA	Belleville Meadows, LLC	(540) 382-2002	Y	128	128	12/31/2016	7/13/2018	No
21.	Lindsay Hill,	Lorton, VA	Cumberland Court Apartments, LLC	(540) 382-2002	Y	55	55	12/31/2016	10/29/2018	No
22.	Primrose Place Apartments	Baltimore, MD	Primrose Place Apartments, LLC	(540) 382-2002	Y	125	125	2/5/2016	7/18/2018	No
23.	Planters Woods Apartments	South Hill, VA	Planters Woods South Hill, LLC	(540) 382-2002	Y	46	46	11/30/2017	5/8/2018	No
24.	Powell Valley Village Apartments	Jonesville, VA	Powell Valley Jonesville Apartments, LLC	(540) 382-2002	Y	34	34	5/23/2017	1/18/2018	No
25.	Apartments at Kingsridge	Henrico County, VA	Apartments at Kingsridge, LLC	(540) 382-2002	Y	72	72	10/1/2018	7/1/2019	No
26.	The Residences at North Hill 2	Alexandria, VA	The Residences at North Hill 2, LLC	(540) 382-2002	Y	75	75	8/18/2023	TBD	No
27.	Senior Residences at North Hill	Alexandria, VA	The Senior Residences at North Hill, LLC	(540) 382-2002	Y	63	63	10/25/2023	TBD	No
28.	Apartments at Kingsridge 2	Henrico County, VA	Apartments at Kingsridge 2, LLC	(540) 382-2002	Y	71	71	9/7/2021	11/7/2022	No
29.	North Hill Bond 94	Alexandria, VA	The Residences at North Hill Bond 94, LLC	(540) 382-2002	Y	94	94	8/24/2023	TBD	No
30.	North Hill Bond 47	Alexandria, VA	The Residences at North Hill Bond 47, LLC	(540) 382-2002	Y	47	47	8/25/2023	TBD	No
31.	J. Van Story Branch Apartments	Baltimore, MD	Van Story Branch Apartments, LLC	(540) 382-2002	Y	350	350	1/4/2021	7/12/2022	No
32.	Townsquare at Dumfries	Triangle, VA	Townsquare at Dumfries Bond, LLC	(540) 382-2002	Y	227	227	4/5/2021	8/10/2022	No
33.	Apartments at Kingsridge 3	Henrico County, VA	Apartments at Kingsridge 3, LLC	(540) 382-2002	Y	24	24	6/3/2022	7/20/2023	No
34.	Northway	Galax, VA	Northway Family, LLC	(540) 382-2002	Y	72	72	10/1/2022	TBD	No
35.	Wellesley	Newport News, VA	Wellesley Commons Apartments, LLC	(540) 382-2002	Y	40	40	TBD	TBD	No

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

Development Name:Yorktown RM Rehab Apartments

Name of Applicant:Yorktown RM Rehab Apartments, LLC

Principals' Name:Community Housing Partners Corporation

#	Development Name	Location	Ownership Entity	Ownership Entity Phone	CGP or "Named" Managing Member at the time of deal?	Total Develop-ment Units	Total Low Income Units	Placed in Service Date	8609 Issued Date	Uncorrected 8823s? If Y, Explain at Tab D
1.	Holly Court	Kilmarnock, VA	Holly Court Senior Apartments, LLC	(540) 382-2002	Y	40	40	9/5/2024	TBD	No
2.	Grayson Manor	Independence, VA	Grayson Manor Apartments, LLC	(540) 382-2002	Y	32	32	TBD	TBD	No
3.	Trinity Court	Chapel Hill, NC	Trinity Court Redevelopment, LLC	(540) 382-2002	Y	54	54	TBD	TBD	No
4.	Witter Place Apartments	Alexandria, VA	Witter Place Apartments, LLC	(540) 382-2002	Y	94	94	TBD	TBD	No
5.	Legacy on Main	Roanoke, VA	Legacy on Main, LLC	(540) 382-2002	Y	56	56	TBD	TBD	No
6.	North Fork Manor	Saltville, VA	North Fork Preservation. LLC	(540) 382-2002	Y	56	56	TBD	TBD	No
7.	Ansell	Portsmouth. VA	Ansell NC, LLC	(540) 382-2002	Y	39	39	TBD	TBD	No
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Development Name: Yorktown RM Rehab Apartments

Name of Applicant:

Principals' Name:

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1.					Y/N					Y/N
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1.					Y/N					Y/N
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1.					Y/N					Y/N
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# Tab A:

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

# **Operating Agreement**

**OPERATING AGREEMENT  
OF  
YORKTOWN RM REHAB APARTMENTS, LLC**

This Operating Agreement (“Agreement”) of **YORKTOWN RM REHAB APARTMENTS, LLC**, a Virginia limited liability company (the “Company”), is made and entered into as of October 30, 2024, by and between CHP Yorktown RM Rehab Apartments, LLC, a Virginia limited liability company, as the Managing Member, and Community Housing Partners Corporation, a Virginia nonstock corporation, as the Investor Member (collectively, the “Initial Members”).

**Article I.  
Operating Agreement and Purpose**

A. *Formation.* The Members acknowledge and affirm the formation of this limited liability company on October 30, 2024 and execute and adopt this Agreement pursuant to the Virginia Limited Liability Company Act, Section 13.1-1000 et seq., as amended and in force from time to time (the “Act”).

B. *Name.* The name of the limited liability company is Yorktown RM Rehab Apartments, LLC (the “Company”).

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

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

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

F. *Tax Matters Manager.*

1. Designation and Authority of the Tax Matters Manager.

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

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

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

## 2. Obligations of Members.

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

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

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

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

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

G. *Registered Office and Registered Agent.* The Company's initial registered agent for service of process on the Company shall be Capitol Corporate Services, Inc., a business entity that is authorized to transact business in Virginia, or any successor as appointed by the Members, and the address of such agent shall be 10 S. Jefferson Street, Suite 1800, Roanoke, Virginia 24011, or any other address designated from time to time by the Members. The registered office and the registered agent may be changed from time to time by filing the address of the new registered office and/or the name of the new registered agent with the State Corporation Commission of Virginia pursuant to the Act.

## **Article II.**

### **Capital Contributions**

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

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



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

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

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

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

### **Article III. Allocation of Profits and Losses**

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

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

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

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

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

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

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

C. *Special and Curative Allocations.*

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

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

D. *Other Allocation Rules.*

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

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

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

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

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

E. *Distributions.*

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

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

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

**Article IV.**

**Management and Rights of Members**

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

B. *General Powers of the Manager.*

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

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

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

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

c.        Collect funds due to the Company.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

F. *Power of Attorney.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **Article V. Indemnification**

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

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

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

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

**Article VI.**  
**Transfer of Membership Interest**

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

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

C. *Permitted Transfers.*

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

a. Other Members;

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

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

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

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

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

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

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



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

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

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

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

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

## **Article VII.**

### **Admission of a New Member**

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

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

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

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

## **Article VIII. Purchase Price**

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

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

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

## **Article IX. Settlement**

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

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

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

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

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

## **Article X. Dissolution**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **Article XI. Miscellaneous**

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

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

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

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

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

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

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

verbs shall include the plural and vice versa.

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

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

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

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

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

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

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

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

[SIGNATURE PAGE TO FOLLOW]

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

**MEMBERS:**

CHP YORKTOWN RM REHAB APARTMENTS, LLC,  
a Virginia limited liability company

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

Date: May 1, 2025

By:   
Name: Andrew Davenport  
Title: Vice President

COMMUNITY HOUSING PARTNERS CORPORATION,  
a Virginia nonprofit corporation

Date: May 1, 2025

By:   
Name: Andrew Davenport  
Title: Vice President

**Schedule A**

**Capital Contributions and  
Membership Interests**

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







## 2025 CHP Board Roster

Officers of the Corporation			
<b>Jeff Reed, CEO/President</b> 448 Depot Street NE, Christiansburg, VA 24073 540.339.3773 (m) jreed@chpc2.org	<b>Lance Sutherland, CFO/Treasurer</b> 448 Depot Street NE, Christiansburg, VA 24073 540.469.0670 (m) lsutherland@chpc2.org	<b>Andy Hall, COO/Secretary</b> 448 Depot Street NE, Christiansburg, VA 24073 540.300.7044 (m) ahall@chpc2.org	
Board of Directors' Membership			
<b>Ana Castilla, Chair</b> Community Development Manager, TD Bank 255 Alhambra Circle, 2nd fl, Coral Gables, FL 33134; 305.441.5705 (w); 786.877.4065 (m-w); ana.castilla@td.com; 5545 SW 6 Street, Miami, Florida, 33134; 786.566.1793 (m-p)  <i>Member Since 3/17/16</i> <i>Committee(s): Finance, Governance*</i>	<b>Nathan Kerr<sup>^</sup>, Vice Chair</b> Vice President, Scott Insurance 10 Franklin Rd., SE, Suite 550, Roanoke, VA 24011 540.224.1774 (w); 540.588.1398 (m); nkerr@scottins.com; 510 Cassell Lane, SW, Roanoke, VA 24014  <i>Member Since 1/1/24</i> <i>Committee(s): Governance, RED</i>	<b>Racquel Reddie, Past Chair</b> Vice President/Community Development, National Community Stabilization Trust 910 17th St., NW, Suite 1030, Washington, DC 20006; 214.710.3423 (w); 813.919.5136 (m-w) rreddie@ncst.org; 1912 Abbey Ridge Dr., Dover, FL 33527; 813.919.5136 (m)  <i>Member Since 1/27/15</i> <i>Committee(s): Governance, Housing*</i>	
<b>Shon Aguero</b> Chief Banking Officer, Freedom First Credit Union 207 Bullitt Ave SE, Roanoke, VA 24013; 540.427.7644 (w); 540.521.6317 (m-w); saguero@freedomfirst.com; 526 Campbell Ave. SW, Roanoke, VA 24016  <i>Member Since 1/1/2025</i> <i>Committee(s): Finance</i>	<b>Charles Famuliner</b> HUD Director of Multifamily Housing (Retired); 1188 Maple Swamp Rd., Rockbridge Baths, VA 24473; 540.462.6262 (h); 540.319.8555 (m); cclkf12@gmail.com  <i>Member Since 12/11/14</i> <i>Committee(s): Governance, Housing, RED*</i>	<b>Shawn McMahon</b> Financial Advisor, Morgan Stanley 10 South Jefferson Street, Suite 1700 Roanoke, VA 24011 540.725.3170 (w); 540.797.3247 (m); Shawn.Mcmahon@morganstanley.com 6932 Campbell Drive, Salem, VA 24153-8222  <i>Member Since 1/1/14</i> <i>Committee(s): Finance</i>	<b>Harold Nassau</b> Sr. Director of Asset Management Programs (Retired), NeighborWorks America; 3 Craigie Cir., Cambridge, MA 02138; 617.877.5489 (m); haroldnassau@outlook.com  <i>Member Since 1/1/24</i> <i>Committee(s): Housing</i>
<b>John Randolph<sup>^</sup></b> Professor Emeritus, VT Urban Affairs & Planning; 101 Architecture Annex, Blacksburg, VA 24060; 1100 Willard Drive, Blacksburg, VA 24060; 540.239.3459 (m); energy@vt.edu  <i>Member Since 1/1/14</i> <i>Committee(s): Governance, Energy*</i>	<b>Susan Sisk<sup>^</sup></b> CAO, Community Housing Partners (Retired); 7536 Riverbluff Rd., Radford, VA 24141; 540.320.0450 (m); susansisk@gmail.com  <i>Member Since 12/11/14</i> <i>Committee(s): Governance, Energy</i>		<b>KEY</b> * = Committee Chair <b>VA CHDO Information</b> ~ = Census Tract – 0 Members ^ = Non-Profit Nominee – <b>3</b> Members <b>3/9 = 33%</b>



## DEVELOPMENT AGREEMENT

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

### WITNESSETH:

WHEREAS, the Company has been formed to acquire, develop, construct, own, maintain and operate certain property as low-income residential rental housing, to be known as Yorktown RM Rehab Apartments, to be located in the County of York, Virginia (the "Project");

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

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

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

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

#### Section 1. Development Services.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(vii) At the Company's expense, obtain and maintain insurance coverage for the Project, the Company, the management agent of the Project ("Management Agent"), and the Developer and its employees, at all times until final completion of construction of

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

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

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

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

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

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

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

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

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

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

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

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

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

### Section 3. Accounts and Records.

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

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

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

### Section 4. Obligation To Complete Construction.



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

Section 5.      Development Amount.

As a fee for its services in connection with the development of the Project and the supervision of the construction/rehabilitation of the Project as set forth in Section 1 and elsewhere in this Agreement, the Developer shall be paid an amount (the "Development Amount") equal to \_\_\_\_\_ (\$) \_\_\_\_\_ or (b) the maximum amount which conforms to the developer fee standards imposed by the Virginia Housing Development Authority. The Development Amount shall be deemed to have been earned as follows:

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

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

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

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

Section 6.      Applicable Law.

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

Section 7.      Binding Agreement.

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

Section 8.      Headings.

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

Section 9.      Terminology.

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

Section 10.     Benefit of Agreement.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

COMPANY:

YORKTOWN RM REHAB APARTMENTS, LLC,  
a Virginia limited liability company

By: CHP YORKTOWN RM REHAB APARTMENTS, LLC,  
a Virginia limited liability company,  
its Managing Member

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

By: \_\_\_\_\_(SEAL)  
Name: Andrew Davenport  
Title: Vice President

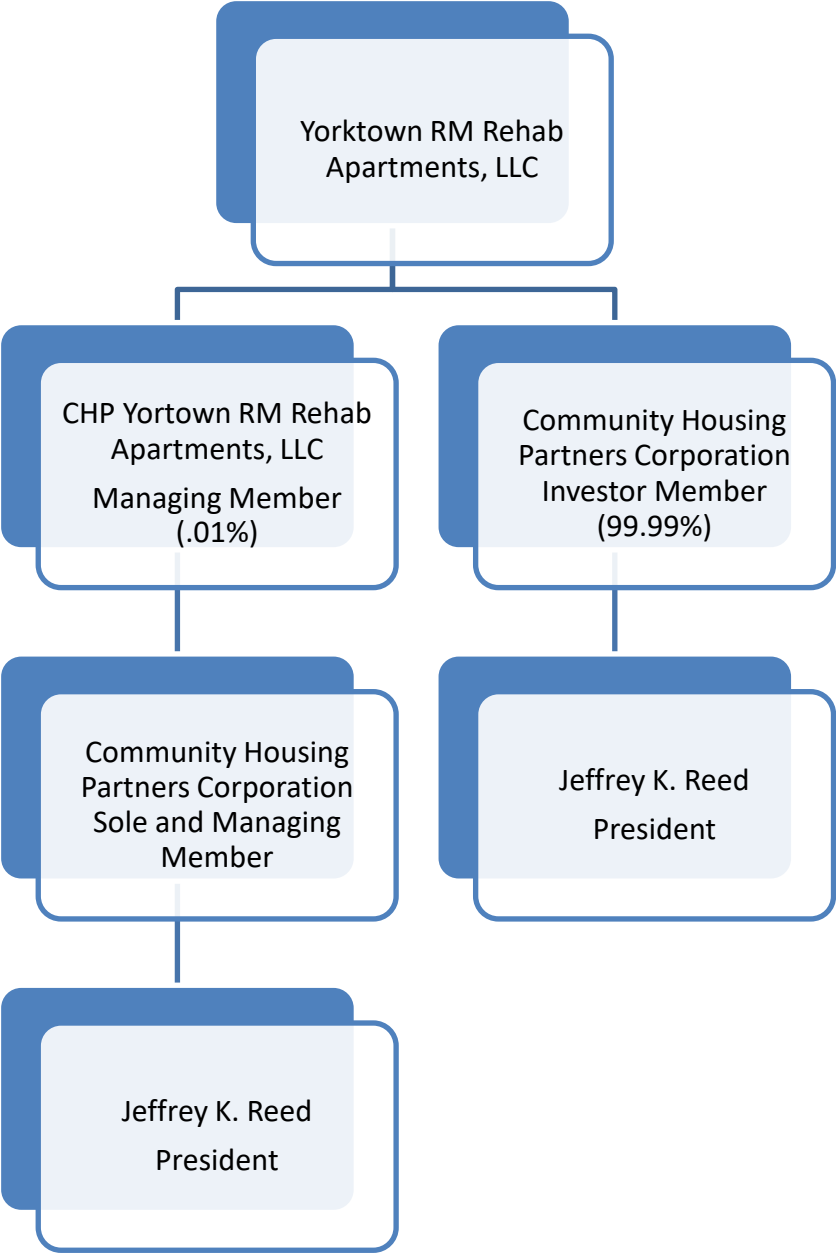
DEVELOPER:

COMMUNITY HOUSING PARTNERS CORPORATION,  
a Virginia nonstock corporation

By: \_\_\_\_\_(SEAL)  
Name: Andrew Davenport  
Title: Vice President

## **Chart of Ownership**

Yorktown RM Rehab Apartments  
Organizational Chart



# **Tab B:**

Virginia State Corporation Commission Certification  
(MANDATORY)

# Commonwealth of Virginia



## State Corporation Commission

### CERTIFICATE OF FACT

I Certify the Following from the Records of the Commission:

That Yorktown RM Rehab Apartments, LLC is duly organized as a Limited Liability Company under the law of the Commonwealth of Virginia;

That the Limited Liability Company was formed on October 30, 2024; and

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

Nothing more is hereby certified.



Signed and Sealed at Richmond on this Date:

April 21, 2025

A handwritten signature in black ink, reading "Bernard J. Logan".

Bernard J. Logan, Clerk of the Commission

# Tab C:

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





Steve Smith  
Senior Vice President

Truist Community Capital, LLC  
120 East Baltimore St.  
Baltimore, MD 21202  
Tel 410-986-1656  
[steve.d.smith@truist.com](mailto:steve.d.smith@truist.com)

April 29, 2025

Andy Davenport  
Vice President of Real Estate Development  
Community Housing Partners Corporation  
448 Depot St NE  
Christiansburg, VA 24073

RE: Yorktown RM Rehab

Dear Mr. Davenport:

This letter of interest expresses the terms and conditions that Truist Community Capital, LLC finds reasonable for making an investment in today's market.

**Project Description:** Yorktown RM Rehab. The rehab of three properties to make a 140-unit family property with related site amenities, located in Yorktown, VA.

**Project Type:** Acquisition / Rehab.

**Projected LIHTC:** The Company expects to be eligible for LIHTC of \$1,312,387 per annum, of which 99.99% will be allocated to the Investor. We assume an applicable tax credit rate of 4%.

**Price Per Credit:** The Investor will make an equity investment in the Company equal to \$0.90 for each \$1.00 of LIHTC properly allocable to the Investor.

**Estimated Total Capital:** Estimated to be \$11,810,304, based on information provided by you or your agents.

**Capital Contribution Schedule**

Tax Credit Timing Assumptions	Percentage	Amount
Admission	15.00%	\$1,771,545.60
Construction	10.00%	\$1,181,030.40
Construction Completion	55.00%	\$6,495,667.20
Conversion	10.00%	\$1,181,030.40
Breakeven	5.00%	\$590,515.20
8609 & Tax Return	5.00%	\$590,515.20
	<b>100%</b>	<b>\$11,810,304</b>

We are pleased to have this opportunity to provide interest in this project.

Sincerely,

Stephen D. Smith Senior Vice President

# Tab D:

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

Development Name:Yorktown RM Rehab Apartments

Name of Applicant:Community Housing Partners Corporation

Principals' Name:Jeffrey K. Reed, Ceo

#	Development Name	Location	Ownership Entity	Ownership Entity Phone	CGP or "Named" Managing Member at the time of deal?	Total Develop-ment Units	Total Low Income Units	Placed in Service Date	8609 Issued Date	Uncorrected 8823s? If Y, Explain at Tab D
1.					Y/N					Y/N
2.										
3.										
4.										
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\* Must have the ability to bind the LIHTC entity; document with Partnership/operating agreements and one 8609 (per entity/development) for a total of 6.



**Development Name:** Yorktown RM Rehab Apartments

**Name of Applicant:** Yorktown RM Rehab Apartments, LLC

**Principals' Name:** Community Housing Partners Corporation

#	Development Name	Location	Ownership Entity	Ownership Entity Phone	CGP or "Named" Managing Member at the time of deal?	Total Development Units	Total Low Income Units	Placed in Service Date	8609 Issued Date	Uncorrected 8823s? If Y, Explain at Tab D
1.	Rutledge Hills	Amherst, VA	Amherst-Rutledge Hills, LLC	(434) 946-7758	Y	48	48	4/1/2009	2/1/2010	No
2.	Old Farm Village Apartments	Christiansburg, VA	CHPC-Old Farm Village, LLC	(540) 382-2002	Y	84	84	5/1/2011	12/1/2011	No
3.	Friendship Village Apts.	Virginia Beach, VA	Virginia Beach-Friendship Village, LLC	(540) 382-2002	Y	110	109	10/1/2011	5/29/2012	No
4.	Parkview Gardens	Farmville, VA	Farmville-Parkview Gardens, LLC	(540) 382-2002	Y	80	79	6/1/2012	8/1/2013	No
5.	Hilltop Terrace Apartments	Lexington, NC	Lexington-Hilltop Historic, LLC	(540) 382-2002	Y	63	63	11/1/2012	10/1/2013	No
6.	Warwick SRO	Newport News, VA	Warwick SRO, LP	(757) 244-2836	Y	88	88	7/15/2013	12/18/2013	No
7.	Greenstone on 5th Apartments	Charlottesville, VA	Blue Ridge Commons Apartments, LLC	(540) 382-2002	Y	202	167	12/1/2013	11/1/2012	No
8.	Rivermont Apartments	Martinsville, Va	The Apartments of Rivermont, LLC	(540) 382-2002	Y	99	99	12/1/2013	8/1/2014	No
9.	Dolly Ann Apartments	Covington, VA	CHPC-Dolly Ann, LLC	(540) 382-2002	Y	108	108	8/1/2011	4/1/2012	No
10.	Main Cross	Mt. Sterling, KY	Mt. Sterling-Main Cross, LLC	(540) 382-2002	Y	51	51	12/1/2013	11/1/2014	No
11.	Bettie Davis Apartments	Suffolk, VA	Bettie Davis, LLC	(540) 382-2002	Y	60	60	1/24/2014	7/29/2015	No
12.	Laurel Woods Apartments	Pulaski County, VA	Laurel Woods Apartments, LLC	(540)382-2002	Y	46	46	5/1/2014	11/1/2014	No
13.	Langston Park Apartments	Hopewell, VA	Langston Park Apartments, LLC	(540) 382-2002	Y	56	56	12/15/2015	7/8/2016	No
14.	Hunting Hills Apartments	Radford, VA	Hunting Hills Apartments, LLC	(540) 382-2002	Y	12	12	3/23/2016	8/22/2016	No
15.	Smokey Ridge Apartments	Christiansburg, VA	Smoke Ridge, LLC	(540) 382-2002	Y	52	52	6/8/2016	9/9/2016	No
16.	Overlook Terrace Apartments	Fredericksburg, VA	Apartments at Overlook Terrace, LLC	(540) 382-2002	Y	72	72	12/29/2015	11/21/2016	No
17.	Highland Crossing Apartments	Spartanburg, SC	Highland Avenue, LLC	(540) 382-2002	Y	72	72	11/30/2016	2/15/2017	No
18.	Tranquility at the Lakes	Virginia Beach, VA	SUL Tranquility Lakes, LLC	(540) 382-2002	Y	40	40	12/29/2016	7/27/2017	No
19.	Kippax Place Apartments	Hopewell, VA	Kippax Place Apartments, LLC	(540) 382-2002	Y	100	100	12/20/2016	9/10/2018	No
20.	Belleville Meadows	Suffolk, VA	Belleville Meadows, LLC	(540) 382-2002	Y	128	128	12/31/2016	7/13/2018	No
21.	Lindsay Hill,	Lorton, VA	Cumberland Court Apartments, LLC	(540) 382-2002	Y	55	55	12/31/2016	10/29/2018	No
22.	Primrose Place Apartments	Baltimore, MD	Primrose Place Apartments, LLC	(540) 382-2002	Y	125	125	2/5/2016	7/18/2018	No
23.	Planters Woods Apartments	South Hill, VA	Planters Woods South Hill, LLC	(540) 382-2002	Y	46	46	11/30/2017	5/8/2018	No
24.	Powell Valley Village Apartments	Jonesville, VA	Powell Valley Jonesville Apartments, LLC	(540) 382-2002	Y	34	34	5/23/2017	1/18/2018	No
25.	Apartments at Kingsridge	Henrico County, VA	Apartments at Kingsridge, LLC	(540) 382-2002	Y	72	72	10/1/2018	7/1/2019	No
26.	The Residences at North Hill 2	Alexandria, VA	The Residences at North Hill 2, LLC	(540) 382-2002	Y	75	75	8/18/2023	TBD	No
27.	Senior Residences at North Hill	Alexandria, VA	The Senior Residences at North Hill, LLC	(540) 382-2002	Y	63	63	10/25/2023	TBD	No
28.	Apartments at Kingsridge 2	Henrico County, VA	Apartments at Kingsridge 2, LLC	(540) 382-2002	Y	71	71	9/7/2021	11/7/2022	No
29.	North Hill Bond 94	Alexandria, VA	The Residences at North Hill Bond 94, LLC	(540) 382-2002	Y	94	94	8/24/2023	TBD	No
30.	North Hill Bond 47	Alexandria, VA	The Residences at North Hill Bond 47, LLC	(540) 382-2002	Y	47	47	8/25/2023	TBD	No
31.	J. Van Story Branch Apartments	Baltimore, MD	Van Story Branch Apartments, LLC	(540) 382-2002	Y	350	350	1/4/2021	7/12/2022	No
32.	Townsquare at Dumfries	Triangle, VA	Townsquare at Dumfries Bond, LLC	(540) 382-2002	Y	227	227	4/5/2021	8/10/2022	No
33.	Apartments at Kingsridge 3	Henrico County, VA	Apartments at Kingsridge 3, LLC	(540) 382-2002	Y	24	24	6/3/2022	7/20/2023	No
34.	Northway	Galax, VA	Northway Family, LLC	(540) 382-2002	Y	72	72	10/1/2022	TBD	No
35.	Wellesley	Newport News, VA	Wellesley Commons Apartments, LLC	(540) 382-2002	Y	40	40	TBD	TBD	No

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

Development Name:Yorktown RM Rehab Apartments

Name of Applicant:Yorktown RM Rehab Apartments, LLC

Principals' Name:Community Housing Partners Corporation

#	Development Name	Location	Ownership Entity	Ownership Entity Phone	CGP or "Named" Managing Member at the time of deal?	Total Develop-ment Units	Total Low Income Units	Placed in Service Date	8609 Issued Date	Uncorrected 8823s? If Y, Explain at Tab D
1.	Holly Court	Kilmarnock, VA	Holly Court Senior Apartments, LLC	(540) 382-2002	Y	40	40	9/5/2024	TBD	No
2.	Grayson Manor	Independence, VA	Grayson Manor Apartments, LLC	(540) 382-2002	Y	32	32	TBD	TBD	No
3.	Trinity Court	Chapel Hill, NC	Trinity Court Redevelopment, LLC	(540) 382-2002	Y	54	54	TBD	TBD	No
4.	Witter Place Apartments	Alexandria, VA	Witter Place Apartments, LLC	(540) 382-2002	Y	94	94	TBD	TBD	No
5.	Legacy on Main	Roanoke, VA	Legacy on Main, LLC	(540) 382-2002	Y	56	56	TBD	TBD	No
6.	North Fork Manor	Saltville, VA	North Fork Preservation. LLC	(540) 382-2002	Y	56	56	TBD	TBD	No
7.	Ansell	Portsmouth. VA	Ansell NC, LLC	(540) 382-2002	Y	39	39	TBD	TBD	No
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\* Must have the ability to bind the LIHTC entity; document with Partnership/operating agreements and one 8609 (per entity/development) for a total of 6.




**V. Previous Participation Certification****Development Name:** Yorktown RM Rehab Apartments**Name of Applicant (entity):** Yorktown RM Rehab Apartments, LLC

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

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

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

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

1. All the statements made within this Certification are true, complete and correct to the best of my knowledge and belief and are made in good faith, including the data contained in Schedule A and any statements attached to this certification, and I will immediately alert Virginia Housing should I become aware of any information prior to the application deadline which may render my statements herein false or misleading.
2. ~~During any time that any of the Participants were Principals in any multifamily rental property, no mortgagee of any such property declared a default under its mortgage loan or assigned it to the mortgage insurer (governmental or private); no such property was foreclosed upon or dispossessed pursuant to a deed in lieu of foreclosure; and no such property received mortgage relief from the mortgagee.~~ **SEE PINEBROOK SUMMARY** 
3. During any time that any of the Participants were Principals in an owner(s) of any multifamily rental property, no such owner(s) was determined to have breached any agreement related to the construction or rehabilitation, use, operation, management or disposition of the property, including removal from a partnership or limited liability company.
4. That at no time have any Participants listed in this certification been required to turn in a property to the investor or been removed from a multifamily rental property ownership structure.
5. There are no unresolved findings raised as a result of state or federal audits, management reviews or other governmental investigations concerning any multifamily rental property in which any of the Participants were Principals.
6. During any time that any of the Participants were Principals in any multifamily rental property, there has not been a suspension or termination of payments under any state or federal assistance contract for such property.
7. None of the Participants have been convicted of a felony and none are presently the subject of



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.  
Virginia Housing | Federal Housing Credit Manual 100

8. None of the Participants have been suspended, debarred or otherwise restricted by any federal or state governmental entity from doing business with such governmental entity.
9. None of the Participants have defaulted on an obligation covered by a surety or performance bond and has not been the subject of a claim under an employee fidelity bond.
10. No Participant is a Virginia Housing employee or a member of the immediate household of any Virginia Housing employee.
11. None of the Participants participate in the ownership of a multifamily rental housing property as of this date on which construction has stopped for a period in excess of 20 days or, in the case of a multifamily rental housing property assisted by any federal or state governmental entity, which has been substantially completed for more than 90 days but for which requisite documents for closing, such as the final cost certification, have not been filed with such governmental entity.
12. None of the Participants have been found by any federal or state governmental entity or court to be in noncompliance with any applicable civil rights, equal employment opportunity or fair housing laws or regulations.
13. No Participant was a principal in any multifamily rental property which has been found by any federal or state governmental entity or court to have failed to comply with Section 42 of the Internal Revenue Code of 1986, as amended, during the period of time in which the Participant was a Principal of the owner of such property (this does not refer to corrected 8823's).
14. 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, I have attached a true and accurate statement to explain the relevant facts and circumstances.

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

  
\_\_\_\_\_  
Signature

Andrew Davenport, Vice President of Managing Member of Mana  
Printed Name

4/23/2025

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

## Pinebrook Village Apartments Summary

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

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

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

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

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

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

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

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

# **Tab E:**

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

## **CONTRACT OF PURCHASE**

THIS CONTRACT OF PURCHASE (this "Agreement"), dated as of May 1, 2025, by and between YORKTOWN-YORKTOWN SQUARE II, LLC, a Virginia limited liability company ("Yorktown Square II Owner"), YORKTOWN-RIVERMEADE, LLC, a Virginia limited liability company ("Rivermeade Owner"), and YORKTOWN-RIVERMEADE II, LLC, a Virginia limited liability company ("Rivermeade II Owner"; Yorktown Square II Owner, Rivermeade, and Rivermeade II Owner are hereinafter collectively referred to as "Seller"), and YORKTOWN RM REHAB APARTMENTS, LLC, a Virginia limited liability company ("Buyer"), recites and provides as follows:

### **Recitals.**

A. Yorktown Square II Owner is the fee simple owner of a certain lot, piece or parcel of land and improvements thereon located in the County of York, Virginia, comprised of approximately 6.37 acres of land, identified as County of York GPIN: O11b-4136-2616, commonly known as 202 Barham Boulevard, Yorktown, Virginia 23690, and more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Yorktown Square II Property").

B. Rivermeade Owner is the fee simple owner of a certain lot, piece or parcel of land and improvements thereon located in the County of York, Virginia, comprised of approximately 5.27 acres of land, identified as County of York GPIN: O11d-4590-2400, commonly known as 100 Rivermeade Court, Yorktown, Virginia 23690, and more particularly described on Exhibit "B" attached hereto and made a part hereof (the "Rivermeade Property").

C. Rivermeade II Owner is the fee simple owner of a certain lot, piece or parcel of land and improvements thereon located in the County of York, Virginia, comprised of approximately 3.17 acres of land, identified as County of York GPIN: P11c-0045-2346, commonly known as 100 Townley Court, Yorktown, Virginia 23690, and more particularly described on Exhibit "C" attached hereto and made a part hereof (the "Rivermeade II Property"; the Yorktown Square II Property, the Rivermeade Property, and the Rivermeade II Property are hereinafter collectively referred to as the "Property").

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

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

1. **Sale.** This Agreement constitutes a binding contract for the sale and purchase of the Property on the terms and conditions hereinafter provided. Seller shall be obligated to sell and convey, and Buyer shall be obligated to purchase, the Property in accordance with the terms and conditions of this Agreement. The purchase price to be paid by Buyer for the Property at Settlement (the "Price") shall be equal to the greater of (a) Eleven Million Five Hundred Thousand and 00/100 Dollars (\$11,500,000.00); and (b) the value of the Property determined by an appraisal acceptable to the Virginia Housing Development Authority.

2. **Settlement.** Unless this Agreement is sooner terminated as provided in this Agreement, the closing of the sale of the Property shall take place at such place as the parties hereto may agree, on a date for closing which shall be within not less than 15 days, nor more than 60 days, after the date of a written notice from Buyer to Seller (the "Buyer Notice"), requesting that the closing occur (the "Settlement"). In the event the Settlement has not occurred by December 31, 2026, this Agreement shall

be null and void.

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

- (a) As of the date of Settlement, there shall be no encumbrances or special assessments either pending or confirmed affecting the Property, except as specifically accepted and approved by Buyer in writing (the "Permitted Exceptions"). All such liens or assessments, except for the Permitted Exceptions, shall be paid and released by Seller on or before the date of Settlement.
- (b) The Property shall be in compliance with all applicable environmental laws and regulations.
- (c) The current zoning of the Property shall permit Buyer's intended use (the "Intended Purpose").
- (d) There shall be no litigation, proceeding or investigation pending, or to the knowledge of Owner, Buyer or Seller threatened, which might prevent or adversely affect Buyer's ability to operate the Property for the Intended Purpose or which questions the validity of any material actions taken or to be taken by Seller or Buyer hereunder.

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

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

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

7. Representations. Seller represents that it is duly organized and validly existing under the laws of the Commonwealth of Virginia with full power and authority to enter into this Agreement and to

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

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

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

10. Defaults.

- (a) Buyer's Default. If Buyer fails to perform or settle as required by this Agreement, or makes under this Agreement any material false representations or warranties, Seller shall have the right, exercisable at its option upon each such failure or misrepresentation, to give notice thereof to Buyer and Buyer shall have a period of 10 days in which to cure the failure described in such notice. If Buyer does not cure such failure within such period, this Agreement shall forthwith terminate and the parties hereto shall have no further rights and obligations under this Agreement, except as specifically provided.
- (b) Seller's Default. If, prior to Settlement, Seller intentionally fails to perform or settle as required by this Agreement or intentionally makes under this Agreement any material false representations or warranties, Buyer shall have the right, exercisable at Buyer's option upon each such failure or misrepresentation, to give notice thereof to Seller, and Seller shall then have a period of 10 days in which to cure the failure described in such notice. If Seller does not cure such failure within such period, Buyer shall have the right, at Buyer's option to exercise any and all remedies available at law or in equity with respect to such misrepresentation or failure, including specific performance, provided, however, that any monetary remedy for Buyer shall be limited to a recovery against the Property and shall not include recourse against Seller or the partners of Seller.

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

If to Seller:

Yorktown-Yorktown Square II, LLC  
Yorktown-Rivermeade, LLC  
Yorktown-Rivermeade II, LLC  
448 Depot Street NE  
Christiansburg, VA 24073

Attention: Jeffrey K. Reed

If to Buyer:

Yorktown RM Rehab Apartments, LLC  
448 Depot Street NE  
Christiansburg, VA 24073  
Attention: Andrew Davenport

With a copy to:

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

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

13. Miscellaneous.

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

[SIGNATURE PAGES FOLLOW]



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

SELLER:

YORKTOWN-YORKTOWN SQUARE II, LLC,  
a Virginia limited liability company

By: YORKTOWN-YORKSHIRE, INC.,  
a Virginia corporation, its General Partner

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

YORKTOWN-RIVERMEADE, LLC,  
a Virginia limited liability company

By: YORKTOWN-RIVERMEADE APARTMENTS, INC.,  
a Virginia corporation, its Managing Member

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

YORKTOWN-RIVERMEADE II, LLC,  
a Virginia limited liability company

By: YORKTOWN-RIVERMEADE APARTMENTS II, INC.,  
a Virginia corporation, its Managing Member

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

[SIGNATURE PAGES CONTINUED ON FOLLOWING PAGE]

BUYER:

YORKTOWN RM REHAB APARTMENTS, LLC,  
a Virginia limited liability company

By: CHP YORKTOWN RM REHAB APARTMENTS,  
LLC, a Virginia limited liability company, its  
Managing Member

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

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

## **EXHIBIT "A"**

### **Yorktown Square II Property Legal Description**

All that certain parcel of land, with improvements thereon and appurtenances thereto, lying and being in York County, Virginia, designated as Parcel "B" containing 6.37 acres, as shown on plat of survey entitled, "Survey and Map Showing Two Parcels of Land Totaling 6.76 Acres, east of Leigh Street, In York County, Virginia", made by Bodie, Mills, Taylor and Puryear, Inc., dated October 22, 1978, revised March 16, 1978, revised April 10, 1978, a copy of which plat of survey is recorded in the Clerk's Office, Circuit Court, York County, Virginia in Deed Book 317, page 147, reference to which is made for a more particular description of such parcels of land.

Being a part of the same property conveyed to Yorktown Square II Limited Partnership by Deed from Environmental Developers, Inc., dated July 25, 1978, recorded August 8, 1978 in Deed Book 317, at Page 146 in the Clerk's Office of the Circuit Court of York County, Virginia.

Commonly known as: 20½ Barham Boulevard, Buildings 1-8.

## **EXHIBIT "B"**

### Rivermeade Property Legal Description

All that certain piece or parcel of land with improvements thereon, situated in Nelson District, York County, Virginia, designated as Parcel A, containing 5.5139 acres, more or less, as shown on that certain plat entitled "ALTA - ACSM Survey Showing Property Standing in the name of Rivermeade Associates Parcels "A" and "B" 8.6805 acres total", dated November 12, 2004, last revised March 15, 2005, prepared by Simmons Newsome, P.C., and described thereon as follows:

BEGINNING at an iron rod set at the Southeast corner of Parcel "A" of Rivermeade Associates, being the Southwest corner of Parcel "B" of Rivermeade Associates, thence proceeding N 89°47'00" W a distance of 542.48' along the Southerly line of Barham Boulevard to an iron rod set; thence continuing N 06°19'33" E a distance of 50.23' to the Southeast corner of Parcel "A" of Yorktown Square II at the Northerly right-of-way line of Barham Boulevard to an iron rod set; thence continuing along the same course of N 06°19'33" E a distance of 543.78' to an iron pipe found at the Northwest corner of Parcel "A" of Rivermeade Associates at the Southerly line of the property of The United States of America, National Park Service property, thence continuing along the line of the National Park Service Property S 58°31'42" E a distance of 369.09' to a concrete monument found; thence continuing along the line of the National Park Service property S 89°50'16" E a distance of 163.75' to an iron rod set; thence continuing along the common line of Rivermeade Associates Parcels "A" and "B" S 00°13'00" W a distance of 399.29' to the aforesaid point of beginning.

Said parcel containing 5.5139 acres.

LESS AND EXCEPT that portion of the property within the bounds of "Barham Boulevard" dedicated to the County of York, Virginia, by Right of Way Dedication recorded May 25, 1990, in Plat Book 11, Page 209.

Being bounded as follows:

On the North by the lands of The United States of America, National Park Service, on the East by Parcel "B" of Rivermeade Associates, on the South by Barham Boulevard and on the West by Barham Boulevard and Parcel "A" of Yorktown Square II.

BEING the same property conveyed to Deed of Correction and Confirmation by and between Rivermeade Associates, a Virginia limited partnership, and Yorktown-Rivermeade, LLC, a Virginia limited liability company, dated as of June 10, 2005, recorded in the Clerk's Office, Circuit Court, York County, Virginia, on June 17, 2005, as Instrument No. 050014581.

## EXHIBIT "C"

### Rivermeade Property Legal Description

All that certain piece or parcel of land with improvements thereon, situated in Nelson District, York County, Virginia, designated as Parcel B, containing 3.1666 acres, more or less, as shown on that certain plat entitled "ALTA - ACSM Survey Showing Property Standing in the name of Rivermeade Associates Parcels "A" and "B" 8.6805 acres total", dated November 12, 2004, last revised March 15, 2005, prepared by Simmons Newsome, P.C., and described thereon as follows:

**BEGINNING** at an iron rod set at the Southwest corner of Parcel "B" of Rivermeade Associates, being the Southeast corner of Parcel "A" of Rivermeade Associates, thence proceeding N 00°13'00" E a distance of 399.29' to an iron rod set on the southerly line of the property of The United States of America, National Park Service; thence continuing along the line of the property of the United States of America, National Park Service S 89°50'16" E a distance of 344.67' to a concrete monument found at the Northeast corner of Parcel "B" of Rivermeade Associates; thence continuing along the line of the property of The United States of America, National Park Service S 00°01'47" W a distance of 399.62' to a concrete monument found at the Southeast corner of Parcel "B" of Rivermeade Associates, on the Northerly line of the property line of The York County School Board; thence continuing along the line of the property of the York County School Board N 89°47'00" W a distance of 345.97' to the aforesaid point of beginning.

Said parcel containing 3.1666 acres.

Being bounded as follows:

On the North and East by lands of The United States of America, National Park Service, on the South by the lands of The York County School Board and on the West by Parcel "A" of Rivermeade Associates

Together with a perpetual, non-exclusive easement for ingress and egress over and along a strip of land fifty feet (50') in width along the southerly line of Parcel "A" from Barham Road to Parcel "B"

Being all of the same property conveyed to Yorktown-Rivermeade II, LLC by deed from Rivermeade Associates, dated May 24, 2005 and recorded in the Clerk's Office of the Circuit Court of York County, Virginia on June 10, 2005 as Instrument Number 050013735 Page 282, AS CORRECTED by Deed of Correction dated June 10, 2005, recorded June 17, 2005 as Instrument Number 050014582, Page 497.



# York County, Virginia

100 RIVERMEADE CT

## General Information

**GPIN:** 011d-4590-2400  
**Account Number:** 10013006  
**Map #:** 018 5 A  
**Owner:** YORKTOWN-RIVERMEADE II LLC  
**Owner Address:** 448 DEPOT ST NE  
**Owner C/O:** C/O COMMUNITY HOUSING PARTNERS  
**Owner City / State / Zip:** CHRISTIANSBURG, VA 24073

## Photo



## Sketch



## Site Details

### Site Details

**Deeded Lot Size #:** 5.27  
**Deed Reference:** 060025367  
**Legal Description:** PLAT OF RIVERMEADE ASSOC  
 PARCEL A  
**Zoning Code:** RMF : Multi-Family Residential

## Election Information

### Election Information

**Supervisor District:** 3  
**Voting Precinct:** EDGEHILL  
**Polling Place:** YORKTOWN ELEMENTARY SCHOOL  
**House District:** 69  
**Senate District:** 24

### School District

**Elementary School District:** YORKTOWN  
**High/Middle School District:** YORK/YORKTOWN

### Waste Management

**Garbage Day:** No Data  
**Recycle Day:** No Data  
**Recycle Week:** No Data

### Fire and Life Safety Information

**Nearest Fire Hydrant(feet):** 92  
**Fire Station Responding:** 901 GOOSLEY RD, 23690

Assessment Information

	Current Assessment	2024 Assessment	2022 Assessment	2020 Assessment	2018 Assessment	2016 Assessment	2014 Assessment
Land Value:	\$912,000	\$912,000	\$912,000	\$864,000	\$864,000	\$689,000	\$689,000
Primary Building Value:	\$1,008,800	\$1,008,800	\$1,300,600	\$1,123,800	\$1,086,100	\$994,500	\$960,000
Accessory Structure(s) Value:	\$	\$					
Total Value:	\$1,920,800	\$1,920,800	\$2,212,600	\$1,987,800	\$1,950,100	\$1,683,500	\$1,649,000

Site Information

Environmental Considerations			Utilities	
Waterfront:	No		Waster vs. Well / Sewer vs. Septic:	Water/Sewer
Hurricane Evacuation Zone:	No Data		* Utilities data shown here is based on access to public sewer and tap fees paid. If knowledge of the wastewater system is critical please be sure to verify with the property owner.	
Flood Zone(s):	X			
Base Flood Elevation:	NONE			
Resource Protection Area:	NO			
Resource Management Area:	NO			
200' Watershed Mgt Prot Area Protection Area:	NO			
500' Watershed Mgt Prot Area Protection Area:	NO			
Aircraft Noise Impact Area:	NO			

Improvements Information

Year Built:	1987	Bedrooms:	0
Primary Building Square Footage*:	32,886	Full Bath:	0
Stories:	2	Half Baths:	0
Total Rooms:	No Data	Fireplaces:	0
		Central Air:	Heat / CAC
		Heating System:	Heat Pump
		Heating Fuel:	Electric

Construction	
Foundation Type:	Crawl Space
Roof Type:	Gable
Primary Exterior:	Vinyl
Secondry Exterior:	No Data

\*May or may not reflect gross living area in entirety. Please contact the Real Estate Assessment Division for clarification at (757) 890-3720.

Accessory Structure Details

Description	Count or Area (sqft)	Value
Miscellaneous OB	2	\$0
ASPHALT	14,445	\$0
Miscellaneous OB	2,506	\$0



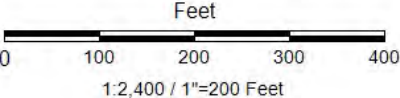
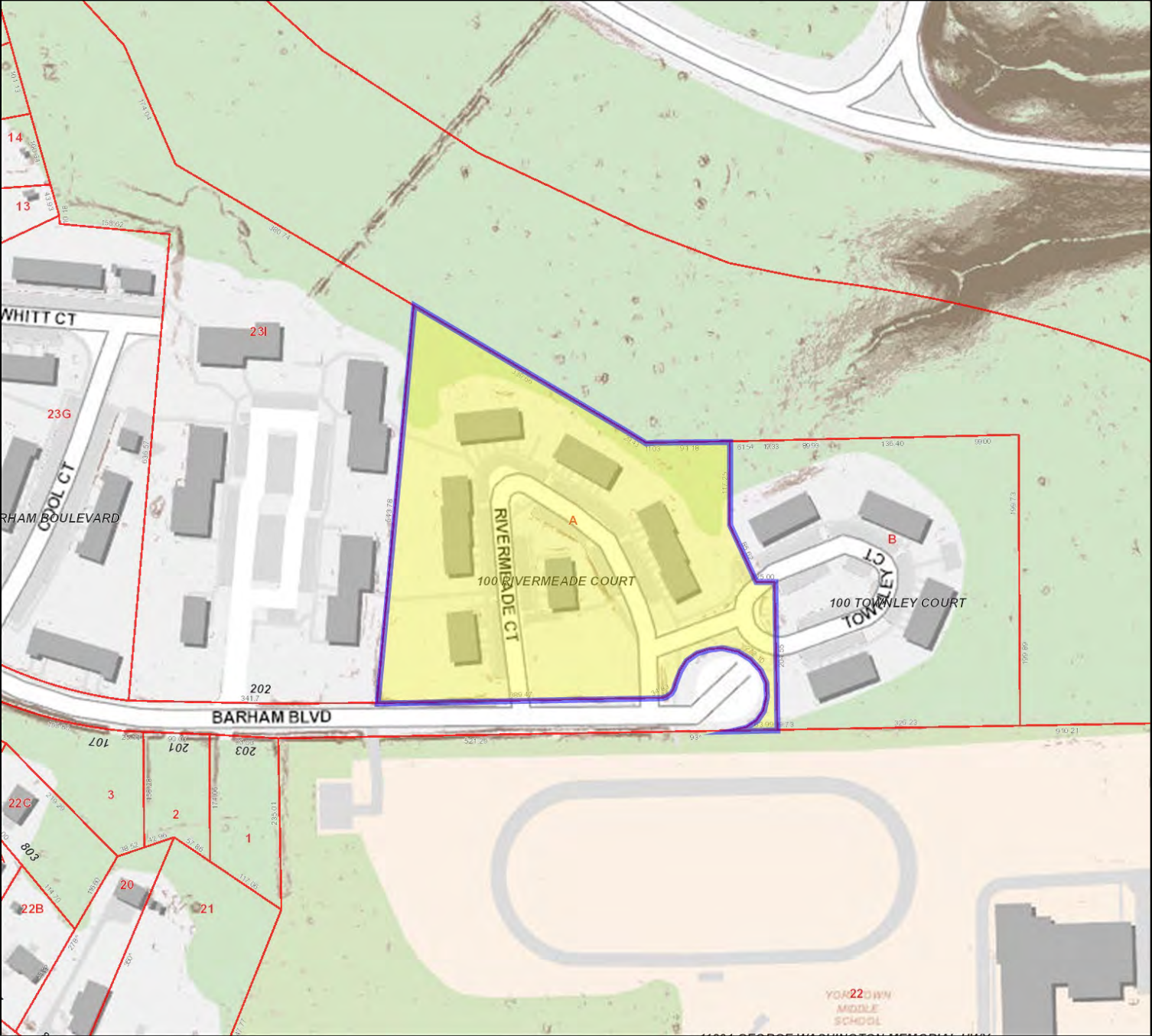
## Ownership History

Owner Name	Date of Transfer	Consideration	Deed	Fair Market Sale
YORKTOWN- RIVERMEADE II LLC	10/16/2006	\$0.00	060025367	Non-Qualifying
YORKTOWN- RIVERMEADE LLC	6/17/2005	\$0.00	050014582	Non-Qualifying
YORKTOWN- RIVERMEADE LLC	6/10/2005	\$2,328,966.00	050013721	Non-Qualifying

# York County, Virginia

## Legend

- Parcel Boundary
- Plat Link



**Title: Parcel Boundary**

**Date: 11/20/2024**

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# York County, Virginia

100 TOWNLEY CT

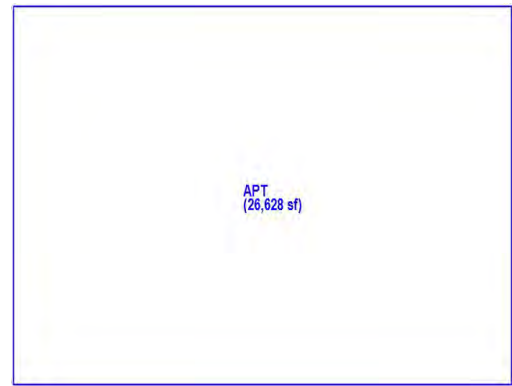
## General Information

**GPIN:** P11c-0045-2346  
**Account Number:** 10023778  
**Map #:** 018 5 B  
**Owner:** YORKTOWN-RIVERMEADE II LLC  
**Owner Address:** 448 DEPOT ST NE  
**Owner C/O:** C/O COMMUNITY HOUSING PARTNERS  
**Owner City / State / Zip:** CHRISTIANSBURG, VA 24073

## Photo



## Sketch



## Site Details

### Site Details

**Deeded Lot Size #:** 3.17  
**Deed Reference:** 050014582  
**Legal Description:** PLAT OF RIVERMEADE ASSOCIATES PARCEL B  
**Zoning Code:** RMF : Multi-Family Residential

## Election Information

### Election Information

**Supervisor District:** 3  
**Voting Precinct:** EDGEHILL  
**Polling Place:** YORKTOWN ELEMENTARY SCHOOL  
**House District:** 69  
**Senate District:** 24

### School District

**Elementary School District:** YORKTOWN  
**High/Middle School District:** YORK/YORKTOWN

### Waste Management

**Garbage Day:** No Data  
**Recycle Day:** No Data  
**Recycle Week:** No Data

### Fire and Life Safety Information

**Nearest Fire Hydrant(feet):** 305  
**Fire Station Responding:** 901 GOOSLEY RD, 23690

Assessment Information

	Current Assessment	2024 Assessment	2022 Assessment	2020 Assessment	2018 Assessment	2016 Assessment	2014 Assessment
Land Value:	\$608,000	\$608,000	\$608,000	\$576,000	\$576,000	\$414,000	\$414,000
Primary Building Value:	\$893,900	\$893,900	\$1,153,100	\$897,600	\$763,100	\$784,600	\$704,000
Accessory Structure(s) Value:	\$	\$					
Total Value:	\$1,501,900	\$1,501,900	\$1,761,100	\$1,473,600	\$1,339,100	\$1,198,600	\$1,118,000

Site Information

Environmental Considerations			Utilities	
Waterfront:	No		Waster vs. Well / Sewer vs. Septic:	Sewer
Hurricane Evacuation Zone:	No Data		* Utilities data shown here is based on access to public sewer and tap fees paid. If knowledge of the wastewater system is critical please be sure to verify with the property owner.	
Flood Zone(s):	X			
Base Flood Elevation:	NONE			
Resource Protection Area:	NO			
Resource Management Area:	NO			
200' Watershed Mgt Prot Area Protection Area:	NO			
500' Watershed Mgt Prot Area Protection Area:	NO			
Aircraft Noise Impact Area:	NO			

Improvements Information

Year Built:	2007	Bedrooms:	No Data
Primary Building Square Footage*:	26,628	Full Bath:	No Data
Stories:	2	Half Baths:	No Data
Total Rooms:	No Data	Fireplaces:	No Data
		Central Air:	Heat / CAC
		Heating System:	Forced Air
		Heating Fuel:	Electric

Construction	
Foundation Type:	Crawl Space
Roof Type:	Gable
Primary Exterior:	Vinyl
Secondry Exterior:	No Data

\*May or may not reflect gross living area in entirety. Please contact the Real Estate Assessment Division for clarification at (757) 890-3720.

Accessory Structure Details

Description	Count or Area (sqft)	Value
Miscellaneous OB	1	\$0
ASPHALT	9,825	\$0

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**Ownership History**

Owner Name	Date of Transfer	Consideration	Deed	Fair Market Sale
YORKTOWN- RIVERMEADE II LLC	6/17/2005	\$ .00	050014582	Non-Qualifying
No Data	No Data	No Data	No Data	No Data
No Data	No Data	No Data	No Data	No Data

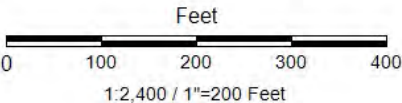
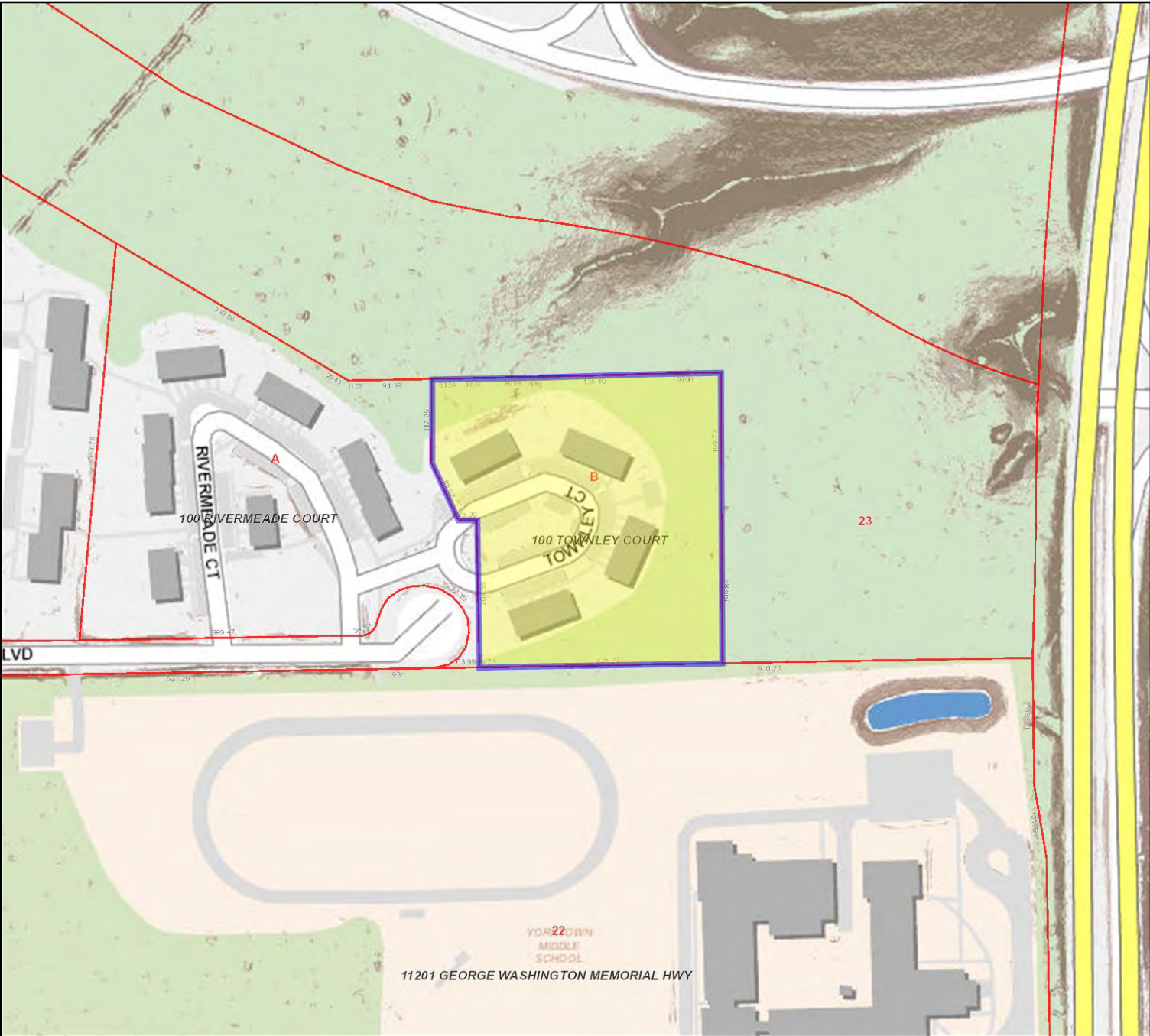
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# York County, Virginia

## Legend

- Parcel Boundary
- Plat Link



**Title: Parcel Boundary**

**Date: 11/20/2024**

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# York County, Virginia

100 TOWNLEY CT

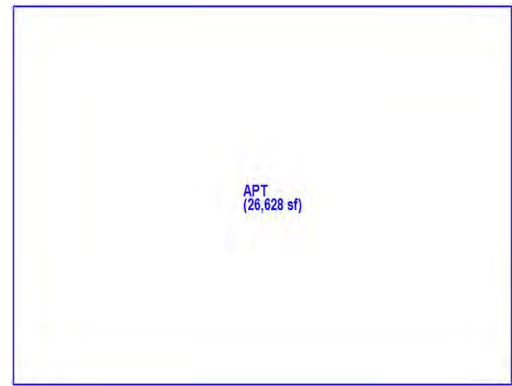
## General Information

**GPIN:** P11c-0045-2346  
**Account Number:** 10023778  
**Map #:** 018 5 B  
**Owner:** YORKTOWN-RIVERMEADE II LLC  
**Owner Address:** 448 DEPOT ST NE  
**Owner C/O:** C/O COMMUNITY HOUSING PARTNERS  
**Owner City / State / Zip:** CHRISTIANSBURG, VA 24073

## Photo



## Sketch



## Site Details

### Site Details

**Deeded Lot Size #:** 3.17  
**Deed Reference:** 050014582  
**Legal Description:** PLAT OF RIVERMEADE ASSOCIATES PARCEL B  
**Zoning Code:** RMF : Multi-Family Residential

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**Voting Precinct:** EDGEHILL  
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Total Value:	\$1,501,900	\$1,501,900	\$1,761,100	\$1,473,600	\$1,339,100	\$1,198,600	\$1,118,000

Site Information

Environmental Considerations			Utilities	
Waterfront:	No		Waster vs. Well / Sewer vs. Septic:	Sewer
Hurricane Evacuation Zone:	No Data		* Utilities data shown here is based on access to public sewer and tap fees paid. If knowledge of the wastewater system is critical please be sure to verify with the property owner.	
Flood Zone(s):	X			
Base Flood Elevation:	NONE			
Resource Protection Area:	NO			
Resource Management Area:	NO			
200' Watershed Mgt Prot Area Protection Area:	NO			
500' Watershed Mgt Prot Area Protection Area:	NO			
Aircraft Noise Impact Area:	NO			

Improvements Information

Year Built:	2007	Bedrooms:	No Data
Primary Building Square Footage*:	26,628	Full Bath:	No Data
Stories:	2	Half Baths:	No Data
Total Rooms:	No Data	Fireplaces:	No Data
		Central Air:	Heat / CAC
		Heating System:	Forced Air
		Heating Fuel:	Electric

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Secondry Exterior:	No Data

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Accessory Structure Details

Description	Count or Area (sqft)	Value
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**Ownership History**

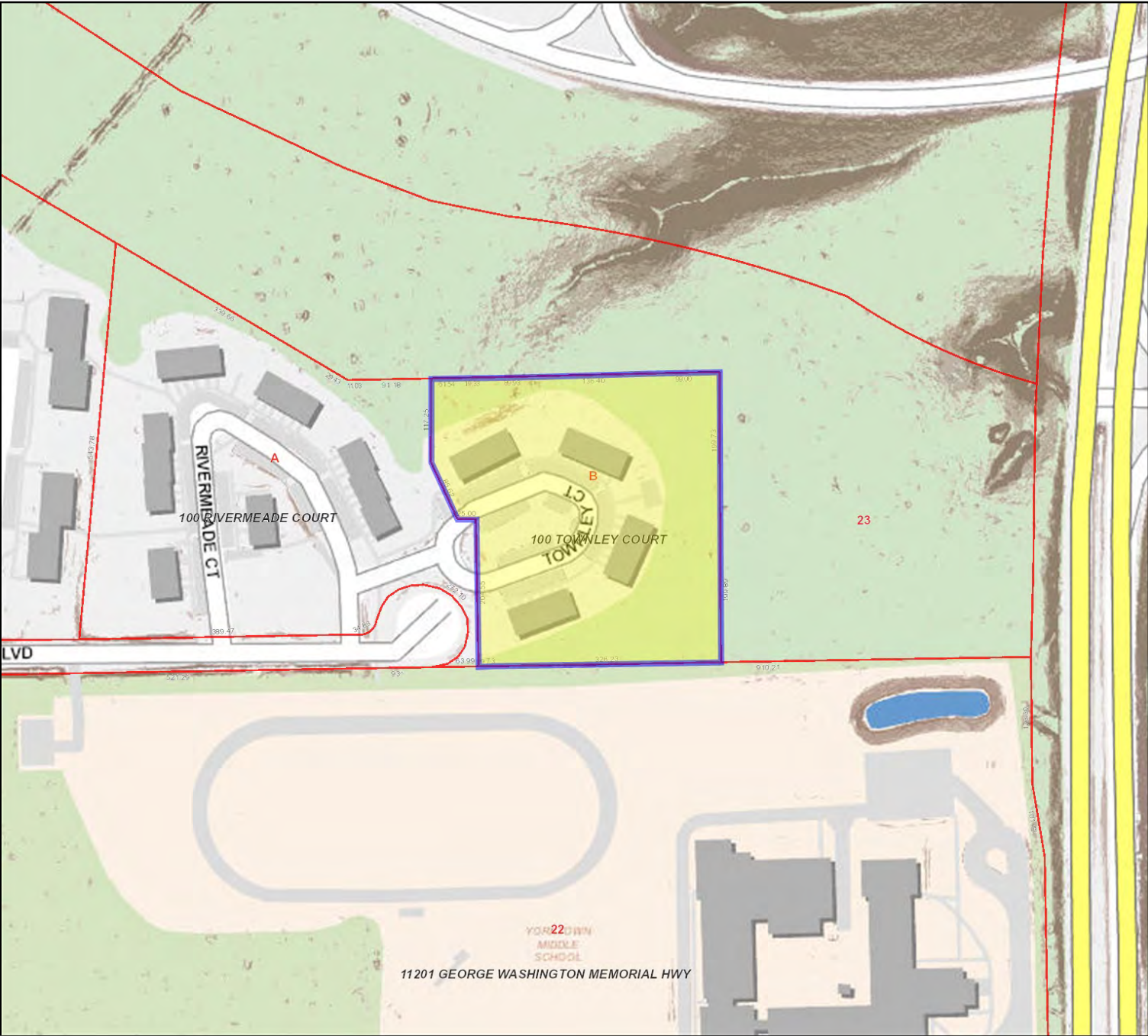
Owner Name	Date of Transfer	Consideration	Deed	Fair Market Sale
YORKTOWN- RIVERMEADE II LLC	6/17/2005	\$ .00	050014582	Non-Qualifying
No Data	No Data	No Data	No Data	No Data
No Data	No Data	No Data	No Data	No Data

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# York County, Virginia

## Legend

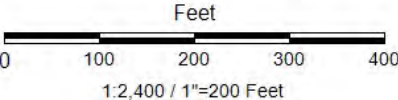
- Parcel Boundary
- Plat Link



**Title: Parcel Boundary**

**Date: 11/20/2024**

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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\*\*\***

 RESNET Rater Signature	Benoit Rivard Printed Name	3/10/2025 Date
<hr/>		
Southern Energy Management RESNET Provider Agency	Laurie Colwander Provider Contact Name	
 Contact Signature	laurie@southern-energy.com Email	919-538-7837 Phone







## 2020 ENTERPRISE GREEN COMMUNITIES CRITERIA CHECKLIST

YORKTOWN RM

# 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.**

03/02/2025 -  
DRAFT

03/07/2025 - REVIEWED for VHDA Submission

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

YES / NO	OPTIONAL POINTS	
<b>1. INTEGRATIVE DESIGN</b>		
<div>Yes</div>	M	<b>1.1 Integrative Design: Project Priorities Survey</b> Complete the Project Priorities Survey, which can be found in the Appendix.
<div>Yes</div>	M	<b>1.2 Integrative Design: Charrettes and Coordination Meetings</b>  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.
<div>Yes</div>	M	<b>1.3 Integrative Design: Documentation</b>  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.
<div>Yes</div>	M	<b>1.4 Integrative Design: Construction Management</b> 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.
<div>0</div>	12 or 15	<b>1.5 Design for Health and Well-Being: Health Action Plan</b> 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.
<div>0</div>	10	<b>1.6 Resilient Communities: Multi-Hazard Risk/Vulnerability Assessment</b>  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.
<div>0</div>	8	<b>1.7 Resilient Communities: Strengthening Cultural Resilience</b> 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
<b>CRITERIA 1 SUBTOTAL</b> 4 of 4 Mandatory Criteria 0 Optional Points		

YES / NO	OPTIONAL POINTS	
<b>2. LOCATION + NEIGHBORHOOD FABRIC</b>		
<div>Yes</div>	M	<b>2.1 Sensitive Site Protection</b> 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.
<div>No</div>	M	<b>2.2 Connections to Existing Development and Infrastructure</b> (Mandatory for New Construction projects that do not qualify as Rural/Tribal/Small Town) Locate the project on a site with access to existing roads, water, sewers, and other infrastructure and within or contiguous to (having at least 25% of the perimeter bordering) existing development. Connect the project to the existing pedestrian network. For sites over 5 acres, provide connections to the adjacent street network at least every 800 feet. Tie all planned bike paths to existing bike paths.

No		M	<b>2.3 Compact Development</b> <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.
0		5 or 7	<b>2.4 Increased Compact Development</b> 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]
No		M	<b>2.5 Proximity to Services and Community Resources</b> <i>(Mandatory for New Construction)</i> 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.
No		M	<b>2.6 Preservation of and Access to Open Space for Rural/Tribal/Small Town</b> <i>(Mandatory for New Construction Rural/Tribal/Small Town)</i> 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.
0		6 max	<b>2.7 Preservation of and Access to Open Space</b> 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. 25% [2 points] 35% [4 points] 45% + written statement of preservation/ conservation policy [6 points]
No	0		<b>2.8 Access to Transit</b> <i>(Mandatory for New Construction projects that do not qualify as Rural/Tribal/Small Town. Optional for all other project types)</i>  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.
		2	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]
		2, 5, 8	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]
		6	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.
0		2-8	<b>2.9 Improving Connectivity to the Community</b> Improve access to community amenities through at least one of the options incentivizing biking mobility or improving access to transit.
0		5 max	<b>2.10 Passive Solar Heating/Cooling</b> Design and build with passive solar design, orientation, and shading that meet the guidelines specified.
0		6	<b>2.11 Adaptive Reuse of Buildings</b> 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.
0		6	<b>2.12 Access to Fresh, Local Foods</b> 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
0		8	<b>2.13 Advanced Certification: Site Planning, Design and Management</b> Locate building(s) within a community that is certified in LEED for Neighborhood Development, LEED for Cities and Communities, Living Community Challenge, or SITES.
0		6 max	<b>2.14 Local Economic Development and Community Wealth Creation</b>

Yes	2	Demonstrate that local preference for construction employment and subcontractor hiring was part of your bidding process, and how it functioned during construction.
	3	OR Demonstrate that you achieved at least 20% local employment.
	3	OR Provide physical space for small business, nonprofits, and/or skills and workforce education.
	M	<b>2.15a Access to Broadband: Broadband Ready</b> (Mandatory for New Construction and Substantial Rehab Projects in Rural/Tribal/Small Town Locations) 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.
6	6	<b>2.15b Access to Broadband: Connectivity</b> Ensure all units and common spaces in the property have broadband internet access with at least a speed of 25/3 mbs.

CRITERIA 2 SUBTOTAL

2 of 7

Mandatory Criteria

6

Optional Points

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

CRITERIA 3 SUBTOTAL

4 of 5

Mandatory Criteria

0

Optional Points

YES / NO	OPTIONAL POINTS	4. WATER
Yes	M	<b>4.1 Water-Conserving Fixtures</b> 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.
	6	<b>4.2 Advanced Water Conservation</b> 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.
	6 max	



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

#### CRITERIA 4 SUBTOTAL

1 of 2 Mandatory Criteria  
6 Optional Points

YES / NO	OPTIONAL POINTS	5. OPERATING ENERGY
No		M 5.1a Building Performance Standard (Mandatory for New Construction) Certify all buildings with residential units in the project through either ENERGY STAR Multifamily New Construction, ENERGY STAR Manufactured Homes, and/or ENERGY STAR Certified Homes as relevant. AND Provide projected operating energy use intensity and projected operating building emissions intensity.
Yes		M 5.1b Building Performance Standard (Mandatory for Rehab)  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.
	0	12 max 5.2a Moving to Zero Energy: Additional Reductions in Energy Use (Not available for projects using prescriptive path for Criterion 5.1a or for projects following Criterion 5.2b or 5.4.) Projects in CZ 1-4A following this criterion must also comply with Criterion 7.8. Design and construct a building that is projected to be more efficient than what is required by Criteria 5.1a/b. Achieve HERS score of 5 lower than required by 5.1a/b if following ERI path for compliance OR 5% greater efficiency than required if following ASHRAE path for 5.1a/b compliance [5 points]. Additional 1 point for each additional 2-point decrease in HERS score required by Criteria 5.1a/b if following ERI path for compliance OR for 1% greater efficiency if following ASHRAE path for Criteria 5.1a/b, up to a maximum of 12 optional points.
	0	12-15 5.2b Moving to Zero Energy: Near Zero Certification [Automatic Qualification for Enterprise Green Communities Certification Plus] (Not available for projects following Criterion 5.2a or 5.4.) Projects in CZ 1-4A following this criterion must also comply with Criterion 7.8. Certify the project in a program that requires advanced levels of building envelope performance such as DOE ZERH [12 points] and/or PHI Classic or PHIUS+ [15 points].
	0	3-6 5.3a Moving to Zero Energy: Photovoltaic/Solar Hot Water Ready (Not available for projects following Criterion 5.3b or 5.4.) Orient, design, engineer, wire, and/or plumb the development through the Photovoltaic Ready pathway or Solar Hot Water Ready Pathway to accommodate installation of photovoltaic (PV) or solar hot water system in the future.

	<input type="text" value="0"/>	8 max	<b>5.3b Moving to Zero Energy: Renewable Energy</b> <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.
	<input type="text" value="0"/>	24	<b>5.4 Achieving Zero Energy</b>  <b>[Automatic Qualification for Enterprise Green Communities Certification Plus]</b> <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, AEs Zero Energy Petal, Zero Carbon Petal, or Living Building Certification.
	<input type="text" value="0"/>	5 max	<b>5.5a Moving to Zero Carbon: All-Electric Ready</b> <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 [1 point], space cooling [1 point], water heating (DHW) [1 point], clothes dryers [1 point], equipment for cooking [1 point]
	<input type="text" value="15"/>	15	<b>5.5b Moving to Zero Carbon: All Electric</b> <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.
<input type="text" value="Yes"/>		M	<b>5.6 Sizing of Heating and Cooling Equipment</b> <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 I and S OR in accordance with the ASHRAE Handbook of Fundamentals
<input type="text" value="Yes"/>		M	<b>5.7 ENERGY STAR Appliances</b> <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.
<input type="text" value="Yes"/>		M	<b>5.8 Lighting</b> <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.
	<input type="text" value="0"/>	8	<b>5.9 Resilient Energy Systems: Floodproofing</b> <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.
	<input type="text" value="0"/>	8	<b>5.10 Resilient Energy Systems: Critical Loads</b> Loads Provide emergency power to serve at least three critical energy loads as described by the full criterion. Option 1: Islandable PV system OR Option 2: Efficient generator

CRITERIA 5 SUBTOTAL  
 4 of 5 Mandatory Criteria  
 15 Optional Points

YES / NO	OPTIONAL POINTS	6. MATERIALS
	<input type="text" value="0"/>	<b>6.1 Ingredient Transparency for Material Health</b> Install products that have publicly disclosed inventories characterized and screened to 1,000 ppm or better: <ul style="list-style-type: none"> <li>• 1 point per 5 installed Declare or HPD products from at least three different product categories</li> <li>• 1 point per 2 installed Declare or HPD products in any of these categories: adhesives, sealants, windows</li> <li>• 1 point per each product with third-party verified HPD or third-party verified Declare label</li> <li>• 2 points per each product with third-party verified HPD or third-party verified Declare label in any of these categories: adhesives, sealants, windows</li> </ul>
	<input type="text" value="0"/>	<b>6.2 Recycled Content and Ingredient Transparency</b> 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.

	0	8 max	6.3 Chemical Hazard Optimization
Yes	0	M	Install products that have third-party verification of optimization to 100 ppm or better per the options listed within the full criterion.
	0	15 max	6.4 Healthier Material Selection
	0	12 max	Select all interior paints, coatings, primers, and wallpaper; interior adhesives and sealants; flooring; insulation; and composite wood as specified. Optional points also available.
Yes		M	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.
	0	4 max	6.6 Bath, Kitchen, Laundry Surfaces
			(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.) 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.
No		M	6.7 Regional Materials
Yes		M	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	2	M	6.8 Managing Moisture: Foundations
	0	6 max	(Mandatory for all New Construction projects and all Rehab projects with either basement and/or crawl space foundations) Install capillary breaks and vapor retarders that meet specified criteria appropriate for the foundation type.
		2	6.9 Managing Moisture: Roofing and Wall Systems
			(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.) Provide water drainage away from walls, window, and roofs by implementing the list of techniques.
			6.10 Construction Waste Management
			(6 max) Develop and implement a waste management plan that reduces non-hazardous construction and demolition waste through recycling, salvaging, or diversion strategies through one of the three options. Achieve optional points by going above and beyond the requirement.
			6.11 Recycling Storage
			For projects with municipal recycling infrastructure and/or haulers, provide separate bins for the collection of trash and recycling for each dwelling unit and all shared community rooms. OR For projects without that infrastructure, advocate to the local waste hauler or municipality for regular collection of recyclables.

#### CRITERIA 6 SUBTOTAL

4 of 5 Mandatory Criteria  
2 Optional Points

YES / NO

OPTIONAL  
POINTS

### 7. HEALTHY LIVING ENVIRONMENT

No	M	7.1 Radon Mitigation
		(Mandatory for New Construction and Substantial Rehab) For New Construction in EPA Zone 1 areas, install passive radon-resistant features below the slab and a vertical vent pipe with junction box within 10 feet of an electrical outlet in case an active system should prove necessary in the future. For Substantial Rehab projects in EPA Zone 1, test before and after the retrofit and mitigate per the specified protocols.
Yes	M	7.2 Reduce Lead Hazards in Pre-1978 Buildings
		(Mandatory for Substantial Rehab of Buildings Constructed Before 1978) Conduct lead risk assessment or inspection to identify lead hazards. Control identified lead hazards using lead abatement or interim controls, using lead-safe work practices that minimize and contain dust.
Yes	M	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.
No	M	7.4 Garage Isolation



			<ul style="list-style-type: none"> <li>• 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.</li> <li>• Do not install ductwork or air handling equipment for the conditioned space in a garage.</li> <li>• Fix all connecting doors between conditioned space and garage with gaskets or make airtight.</li> <li>• 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.</li> </ul>
Yes		M	<b>7.5 Integrated Pest Management</b>
Yes	10		Seal all wall, floor, and joint penetrations with low-VOC caulking or other appropriate nontoxic sealing methods to prevent pest entry.
		M	<b>7.6 Smoke-Free Policy</b>
			(Mandatory and Optional)
		10	Mandatory: Implement and enforce a smoke-free policy in all common areas and within a 25-foot perimeter around the exterior of all residential buildings. Lease language must prohibit smoking in these locations and provide a graduated enforcement policy. Make the smoke-free policy readily available.
Yes	6	M	Optional: Expand the policy above to include all indoor spaces in the property.
		12 max	<b>7.7 Ventilation</b>
			(Mandatory for New Construction and Substantial Rehab; Optional for Moderate Rehab)
			For each dwelling unit in full accordance with ASHRAE 62.2-2010, install:
			• A local mechanical exhaust system in each bathroom [3 points if Moderate Rehab]
			• A local mechanical exhaust system in each kitchen [3 points if Moderate Rehab]
			• A whole-house mechanical ventilation system [3 points if Moderate Rehab]
			Verify these flow rates are either within +/- 15 CFM or +/- 15% of design value.
			For each multifamily building of four or more stories, in full accordance with ASHRAE-162.1-2010, install:
			• A mechanical ventilation system for all hallways and common spaces [3 points if Moderate Rehab]
			For all project types, in addition to the above requirements:
			• All systems and ductwork must be installed per manufacturer's recommendations.
			• All bathroom fans must be ENERGY STAR-labeled and wired for adequate run-time.
			• If using central ventilation systems with rooftop fans, each fan must be direct-drive and variable-speed with speed controller mounted near the fan. Fans with design CFM 300-2000 must also have an ECM motor.
Yes	0	M or 5	<b>7.8 Dehumidification</b>
			(Mandatory for properties in Climate Zones 1A, 2A, 3A, and 4A following Criterion 5.2a, 5.2b, or 5.4. Optional for all other properties.)
			Option 1: Design, select, and install supplemental dehumidification equipment to keep relative humidity
			OR
			Option 2: Equip all dwelling units with dedicated space, drain, and electrical hook-ups for permanent supplemental dehumidification systems to be installed if needed and install interior RH monitoring equipment as described.
	0	3	<b>7.9 Construction Pollution Management</b>
			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 ft <sup>3</sup> per ft <sup>2</sup> of floor area, then replace all air handling equipment filters.
	0	3	<b>7.10 Noise Reduction</b>
			Option 1: Test and demonstrate that noise levels in bedrooms meet 30 dB LAeq (continuous) and 45 dB L <sub>Amax</sub> (single sound).
			OR
			Option 2: Provide a noise abatement plan specific to the site covering general noise mitigation techniques in accordance with 24 CFR 518. 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
YES	0	8	<b>7.11 Active Design: Promoting Physical Activity</b>
			(All projects must comply with at least one of either Criterion 7.11, 7.12, or 7.13. Points are not available for that criterion, but, are available for projects that meet two or three of these criteria.)
			Option 1: Encouraging Everyday Stair Usage (buildings that include stairs as the only means to travel from one floor to another are not eligible for this option.) Provide a staircase that is accessible and visible from the main lobby and is visible within a 25-foot walking distance from any point in the lobby per the specifications listed. Place point-of-decision signage.
			OR
			Option 2: Activity Spaces. Provide on-site dedicated recreation space with exercise or play opportunities for adults and/or children that is open and accessible to all residents; see criterion for specifics.
	0	8	<b>7.12 Beyond ADA: Universal Design</b>
			(All projects must comply with at least one of either Criterion 7.11, 7.12, or 7.13. Points are not available for that criterion, but, are available for projects that meet two or three of these criteria.)
			Select and implement at least one of the Options with at least three different strategies in at least 75% units.
			Option 1: Create welcoming and accessible spaces that encourage equitable use and social connections.
			Option 2: Create spaces that are easy and intuitive to use and navigate.
			Option 3: Promote safety and create spaces that allow for human error.
			Option 4: Create spaces that can be accessed and used with minimal physical effort.
			Option 5: Create spaces with the appropriate size and space to allow for use, whatever the user's form of mobility, size, or posture.
	0	8	<b>7.13 Healing-Centered Design</b>

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

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

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

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

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

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

#### CRITERIA 7 SUBTOTAL

6 of 8 Mandatory Criteria  
16 Optional Points

YES / NO

OPTIONAL  
POINTS

### 8. OPERATIONS, MAINTENANCE + RESIDENT ENGAGEMENT

Yes

M

#### 8.1 Building Operations & Maintenance Manual and Plan

(For all Multifamily projects)

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

Yes

M

#### 8.2 Emergency Management Manual

(For all Multifamily projects)

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

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

Yes

M

#### 8.3 Resident Manual

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

Yes

M

#### 8.4 Walk-Throughs and Orientations to Property Operation

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

Yes

M

#### 8.5 Energy and Water Data Collection and Monitoring

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

#### CRITERIA 8 SUBTOTAL

5 of 5 Mandatory Criteria  
0 Optional Points

#### TOTAL

30 of 40 Mandatory Criteria  
45 Optional Points



# Home Energy Rating Certificate

Projected Report

Based on Plans

Rating Date: 2025-04-25

Registry ID:

Ekotrope ID: dq30mBj2

## HERS® Index Score:

# 65

Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit [www.hersindex.com](http://www.hersindex.com)

## Annual Savings

# \$530

\*Relative to an average U.S. home

## Home:

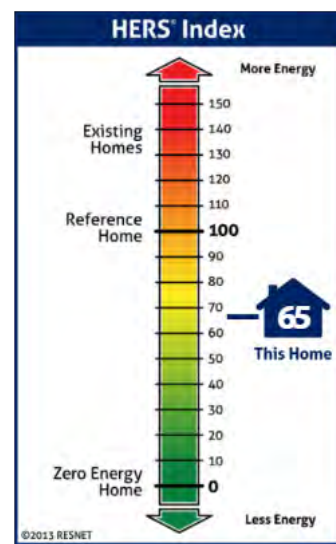
100 Rivermeade Ct  
Yorktown, VA 23690

## Builder:

## Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	3.7	\$121
Cooling	1.5	\$49
Hot Water	3.8	\$124
Lights/Appliances	9.6	\$311
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>18.7</b>	<b>\$695</b>

This home meets or exceeds the criteria of the following:



## Home Feature Summary:

Home Type:	Apartment, end unit
Model:	1 BR Ground_Post-Rehab
Community:	Yorktown Square II
Conditioned Floor Area:	586 ft <sup>2</sup>
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 7.7 HSPF2
Primary Cooling System:	Air Source Heat Pump • Electric • 16 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.94 UEF
House Tightness:	8 ACH50 (Adjusted Infiltration: 8.00 ACH50)
Ventilation:	None
Duct Leakage to Outside:	Untested Forced Air
Above Grade Walls:	R-13
Ceiling:	Adiabatic, R-11
Window Type:	U-Value: 0.31, SHGC: 0.29
Foundation Walls:	N/A
Framed Floor:	N/A

## Rating Completed by:

**Energy Rater:** Owen Burwell

RESNET ID: 6409954

**Rating Company:** Southern Energy Management MES  
5908 Triangle Drive

**Rating Provider:** Southern Energy Management  
5908 Triangle Drive, Raleigh, NC 27617  
919-836-0330

Owen Burwell, Certified Energy Rater  
Digitally signed: 4/25/25 at 11:17 AM



Ekotrope RATER - Version:4.2.3.3618

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



# Home Energy Rating Certificate

Projected Report

Based on Plans

Rating Date: 2025-04-25

Registry ID:

Ekotrope ID: 2rV4RBV2

## HERS® Index Score:

# 69

Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit [www.hersindex.com](http://www.hersindex.com)

## Annual Savings

# \$519

\*Relative to an average U.S. home

## Home:

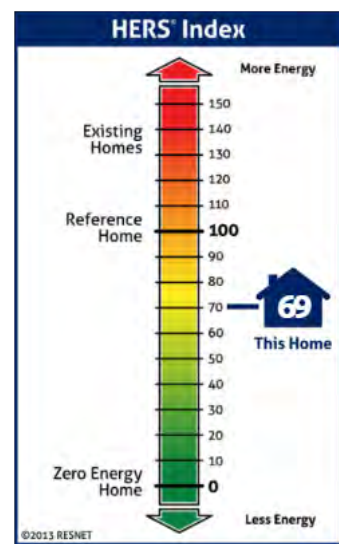
100 Rivermeade Ct  
Yorktown, VA 23690

## Builder:

## Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	4.5	\$147
Cooling	2.1	\$68
Hot Water	3.8	\$124
Lights/Appliances	9.6	\$311
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>20.0</b>	<b>\$740</b>

This home meets or exceeds the criteria of the following:



## Home Feature Summary:

Home Type:	Apartment, end unit
Model:	1 BR Top_Post-Rehab
Community:	Yorktown Square II
Conditioned Floor Area:	586 ft <sup>2</sup>
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 7.7 HSPF2
Primary Cooling System:	Air Source Heat Pump • Electric • 16 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.94 UEF
House Tightness:	8 ACH50 (Adjusted Infiltration: 8.00 ACH50)
Ventilation:	None
Duct Leakage to Outside:	Untested Forced Air
Above Grade Walls:	R-13
Ceiling:	Attic, R-38
Window Type:	U-Value: 0.31, SHGC: 0.29
Foundation Walls:	N/A
Framed Floor:	R-11

## Rating Completed by:

**Energy Rater:** Owen Burwell

RESNET ID: 6409954

**Rating Company:** Southern Energy Management MES  
5908 Triangle Drive

**Rating Provider:** Southern Energy Management  
5908 Triangle Drive, Raleigh, NC 27617  
919-836-0330

Owen Burwell, Certified Energy Rater  
Digitally signed: 4/25/25 at 11:17 AM



Ekotrope RATER - Version:4.2.3.3618

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



# Home Energy Rating Certificate

Projected Report

Based on Plans

Rating Date: 2025-04-25

Registry ID:

Ekotrope ID: LZgDo5Rd

## HERS® Index Score:

# 65

Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit [www.hersindex.com](http://www.hersindex.com)

## Annual Savings

# \$653

\*Relative to an average U.S. home

## Home:

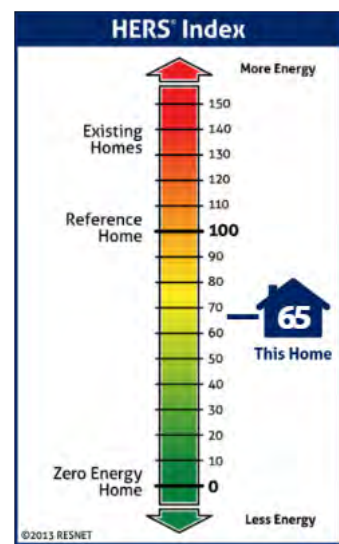
100 Rivermeade Ct  
Yorktown, VA 23690

## Builder:

## Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	4.9	\$157
Cooling	1.8	\$57
Hot Water	5.4	\$173
Lights/Appliances	11.5	\$371
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>23.4</b>	<b>\$850</b>

This home meets or exceeds the criteria of the following:



## Home Feature Summary:

Home Type:	Apartment, end unit
Model:	2 BR Ground_Post-Rehab
Community:	Yorktown Square II
Conditioned Floor Area:	814 ft <sup>2</sup>
Number of Bedrooms:	2
Primary Heating System:	Air Source Heat Pump • Electric • 7.7 HSPF2
Primary Cooling System:	Air Source Heat Pump • Electric • 16 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.95 Energy Factor
House Tightness:	8 ACH50 (Adjusted Infiltration: 8.00 ACH50)
Ventilation:	None
Duct Leakage to Outside:	Untested Forced Air
Above Grade Walls:	R-13
Ceiling:	Adiabatic, R-11
Window Type:	U-Value: 0.31, SHGC: 0.29
Foundation Walls:	N/A
Framed Floor:	N/A

## Rating Completed by:

**Energy Rater:** Owen Burwell

RESNET ID: 6409954

**Rating Company:** Southern Energy Management MES  
5908 Triangle Drive

**Rating Provider:** Southern Energy Management  
5908 Triangle Drive, Raleigh, NC 27617  
919-836-0330

Owen Burwell, Certified Energy Rater  
Digitally signed: 4/25/25 at 11:17 AM



Ekotrope RATER - Version:4.2.3.3618

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

# Home Energy Rating Certificate

Projected Report

Based on Plans

Rating Date: 2025-04-25

Registry ID:

Ekotrope ID: LA570ZVL

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

## Annual Savings

# \$631

\*Relative to an average U.S. home

## Home:

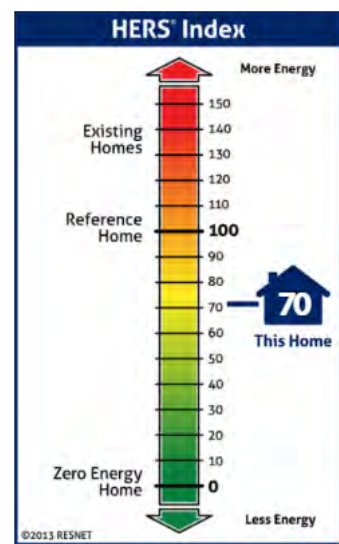
100 Rivermeade Ct  
Yorktown, VA 23690

## Builder:

## Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	6.4	\$206
Cooling	2.5	\$82
Hot Water	5.4	\$173
Lights/Appliances	11.5	\$371
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>25.8</b>	<b>\$923</b>

This home meets or exceeds the criteria of the following:



## Home Feature Summary:

Home Type:	Apartment, end unit
Model:	2 BR Top_Post-Rehab
Community:	Yorktown Square II
Conditioned Floor Area:	814 ft <sup>2</sup>
Number of Bedrooms:	2
Primary Heating System:	Air Source Heat Pump • Electric • 7.7 HSPF2
Primary Cooling System:	Air Source Heat Pump • Electric • 16 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	8 ACH50 (Adjusted Infiltration: 8.00 ACH50)
Ventilation:	None
Duct Leakage to Outside:	Untested Forced Air
Above Grade Walls:	R-13
Ceiling:	Attic, R-38
Window Type:	U-Value: 0.31, SHGC: 0.29
Foundation Walls:	N/A
Framed Floor:	R-11

## Rating Completed by:

**Energy Rater:** Owen Burwell  
RESNET ID: 6409954

**Rating Company:** Southern Energy Management MES  
5908 Triangle Drive

**Rating Provider:** Southern Energy Management  
5908 Triangle Drive, Raleigh, NC 27617  
919-836-0330

Owen Burwell, Certified Energy Rater  
Digitally signed: 4/25/25 at 11:17 AM



Ekotrope RATER - Version:4.2.3.3618

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

# Home Energy Rating Certificate

Projected Report

Based on Plans

Rating Date: 2025-04-25

Registry ID:

Ekotrope ID: vDKXgwMd

## HERS® Index Score:

# 65

Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit [www.hersindex.com](http://www.hersindex.com)

## Annual Savings

# \$521

\*Relative to an average U.S. home

## Home:

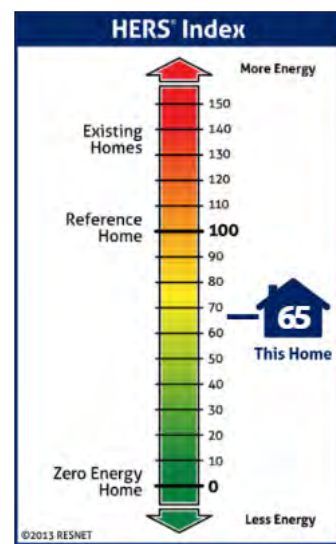
100 Rivermeade Ct  
Yorktown, VA 23690

## Builder:

## Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	3.5	\$111
Cooling	1.4	\$45
Hot Water	4.0	\$130
Lights/Appliances	9.7	\$314
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>18.5</b>	<b>\$691</b>

This home meets or exceeds the criteria of the following:



## Home Feature Summary:

Home Type:	Apartment, end unit
Model:	1 BR Ground_Post-Rehab
Community:	Yorktown_Rivermeade
Conditioned Floor Area:	610 ft <sup>2</sup>
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 7.7 HSPF2
Primary Cooling System:	Air Source Heat Pump • Electric • 16 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.94 UEF
House Tightness:	8 ACH50 (Adjusted Infiltration: 8.00 ACH50)
Ventilation:	None
Duct Leakage to Outside:	Untested Forced Air
Above Grade Walls:	R-13
Ceiling:	Adiabatic, R-11
Window Type:	U-Value: 0.31, SHGC: 0.29
Foundation Walls:	N/A
Framed Floor:	N/A

## Rating Completed by:

**Energy Rater:** Owen Burwell

RESNET ID: 6409954

**Rating Company:** Southern Energy Management MES  
5908 Triangle Drive

**Rating Provider:** Southern Energy Management  
5908 Triangle Drive, Raleigh, NC 27617  
919-836-0330

Owen Burwell, Certified Energy Rater  
Digitally signed: 4/25/25 at 11:17 AM



Ekotrope RATER - Version:4.2.3.3618

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



# Home Energy Rating Certificate

Projected Report

Based on Plans

Rating Date: 2025-04-25

Registry ID:

Ekotrope ID: dG5oz472

## HERS® Index Score:

# 65

Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit [www.hersindex.com](http://www.hersindex.com)

## Annual Savings

# \$555

\*Relative to an average U.S. home

## Home:

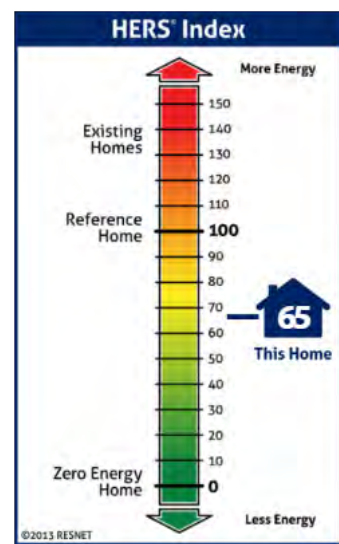
100 Rivermeade Ct  
Yorktown, VA 23690

## Builder:

## Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	3.7	\$118
Cooling	1.8	\$60
Hot Water	4.0	\$129
Lights/Appliances	9.8	\$318
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>19.3</b>	<b>\$716</b>

This home meets or exceeds the criteria of the following:



## Home Feature Summary:

Home Type:	Apartment, end unit
Model:	1 BR Top_Post-Rehab
Community:	Yorktown_Rivermeade
Conditioned Floor Area:	643 ft <sup>2</sup>
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 7.7 HSPF2
Primary Cooling System:	Air Source Heat Pump • Electric • 16 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.94 UEF
House Tightness:	8 ACH50 (Adjusted Infiltration: 8.00 ACH50)
Ventilation:	None
Duct Leakage to Outside:	Untested Forced Air
Above Grade Walls:	R-13
Ceiling:	Attic, R-38
Window Type:	U-Value: 0.31, SHGC: 0.29
Foundation Walls:	N/A
Framed Floor:	R-11

## Rating Completed by:

**Energy Rater:** Owen Burwell

RESNET ID: 6409954

**Rating Company:** Southern Energy Management MES  
5908 Triangle Drive

**Rating Provider:** Southern Energy Management  
5908 Triangle Drive, Raleigh, NC 27617  
919-836-0330

Owen Burwell, Certified Energy Rater  
Digitally signed: 4/25/25 at 11:17 AM



Ekotrope RATER - Version:4.2.3.3618

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

# Home Energy Rating Certificate

Projected Report

Based on Plans

Rating Date: 2025-04-25

Registry ID:

Ekotrope ID: LO3MmYoL

## HERS® Index Score:

# 64

Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit [www.hersindex.com](http://www.hersindex.com)

## Annual Savings

# \$676

\*Relative to an average U.S. home

## Home:

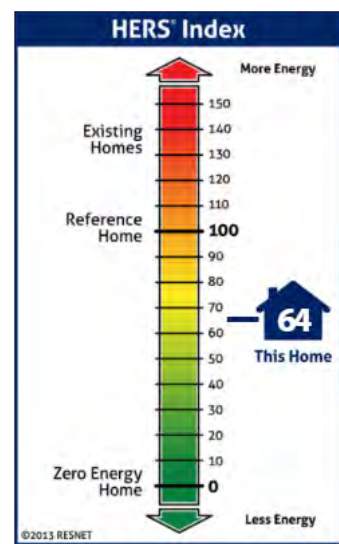
100 Rivermeade Ct  
Yorktown, VA 23690

## Builder:

## Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	5.3	\$171
Cooling	2.0	\$65
Hot Water	5.3	\$170
Lights/Appliances	11.3	\$367
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>23.9</b>	<b>\$864</b>

This home meets or exceeds the criteria of the following:



## Home Feature Summary:

Home Type:	Apartment, end unit
Model:	2 BR Ground_Post-Rehab
Community:	Yorktown_Rivermeade
Conditioned Floor Area:	778 ft <sup>2</sup>
Number of Bedrooms:	2
Primary Heating System:	Air Source Heat Pump • Electric • 7.7 HSPF2
Primary Cooling System:	Air Source Heat Pump • Electric • 16 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	8 ACH50 (Adjusted Infiltration: 8.00 ACH50)
Ventilation:	None
Duct Leakage to Outside:	Untested Forced Air
Above Grade Walls:	R-13
Ceiling:	Adiabatic, R-11
Window Type:	U-Value: 0.31, SHGC: 0.29
Foundation Walls:	N/A
Framed Floor:	N/A

## Rating Completed by:

**Energy Rater:** Owen Burwell

RESNET ID: 6409954

**Rating Company:** Southern Energy Management MES  
5908 Triangle Drive

**Rating Provider:** Southern Energy Management  
5908 Triangle Drive, Raleigh, NC 27617  
919-836-0330

Owen Burwell, Certified Energy Rater  
Digitally signed: 4/25/25 at 11:17 AM



Ekotrope RATER - Version:4.2.3.3618

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

# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date: 2025-04-25

Registry ID:

Ekotrope ID: LMk6EYyv

## HERS® Index Score:

# 64

Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit [www.hersindex.com](http://www.hersindex.com)

## Annual Savings

# \$730

\*Relative to an average U.S. home

## Home:

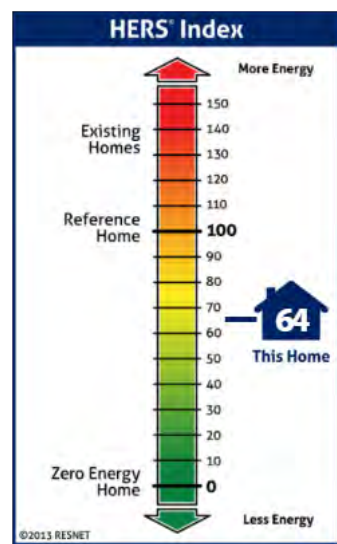
100 Rivermeade Ct  
Yorktown, VA 23690

## Builder:

## Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	5.6	\$180
Cooling	2.8	\$90
Hot Water	5.3	\$170
Lights/Appliances	11.5	\$373
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>25.1</b>	<b>\$905</b>

This home meets or exceeds the criteria of the following:



## Home Feature Summary:

Home Type:	Apartment, end unit
Model:	2 BR Top_Post-Rehab
Community:	Yorktown_Rivermeade
Conditioned Floor Area:	833 ft <sup>2</sup>
Number of Bedrooms:	2
Primary Heating System:	Air Source Heat Pump • Electric • 7.7 HSPF2
Primary Cooling System:	Air Source Heat Pump • Electric • 16 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.95 Energy Factor
House Tightness:	8 ACH50 (Adjusted Infiltration: 8.00 ACH50)
Ventilation:	None
Duct Leakage to Outside:	Untested Forced Air
Above Grade Walls:	R-13
Ceiling:	Attic, R-38
Window Type:	U-Value: 0.31, SHGC: 0.29
Foundation Walls:	N/A
Framed Floor:	R-11

## Rating Completed by:

**Energy Rater:** Owen Burwell  
RESNET ID: 6409954

**Rating Company:** Southern Energy Management MES  
5908 Triangle Drive

**Rating Provider:** Southern Energy Management  
5908 Triangle Drive, Raleigh, NC 27617  
919-836-0330

Owen Burwell, Certified Energy Rater  
Digitally signed: 4/25/25 at 11:17 AM



# **Tab G:**

Zoning Certification Letter (MANDATORY)





---

**RE: Zoning Form Question for 4%**

---

**From** Cunningham, Phillip <Phillip.Cunningham@virginiahousing.com>

**Date** Thu 11/21/2024 11:09 AM

**To** Cara Mullen <cara.mullen@chpc2.org>; Andy Davenport <andy.davenport@chpc2.org>

**Cc** TaxCreditApps <TaxCreditApps@virginiahousing.com>

Good Morning Cara,

Thank you for your question – Given that the requested information and format are effectively the same (with the exception of “Department of Housing and Community Development” vs “Virginia Housing”) we can accept the form for Yorktown-Rivermeade without penalty. Please note that this does not necessarily constitute a precedent or blanket permission for other applications. I strongly encourage you to include a copy of this email in the application.

Thank you,

**Phil Cunningham** *he/him*

Assistant Director of Tax Credit Programs

[Phil.Cunningham@VirginiaHousing.com](mailto:Phil.Cunningham@VirginiaHousing.com)

601 S. Belvidere Street, Richmond, VA 23220

Office: 804-343-5514

Cell: 804-839-0636

[VirginiaHousing.com](http://VirginiaHousing.com)

*Guidance provided via email is specific and contextual. It should not necessarily be relied on as precedent or basis for future projects or different contexts. The current QAP, Manual, and MDCRs should be consulted first.*

[Sign up for LIHTC Updates](#)

---

**From:** Cara Mullen <[cara.mullen@chpc2.org](mailto:cara.mullen@chpc2.org)>

**Sent:** Tuesday, November 19, 2024 10:28 AM

**To:** TaxCreditApps <[TaxCreditApps@virginiahousing.com](mailto:TaxCreditApps@virginiahousing.com)>

**Cc:** Andy Davenport <[andy.davenport@chpc2.org](mailto:andy.davenport@chpc2.org)>

**Subject:** Zoning Form Question for 4%

**CAUTION:** This email originated from outside of Virginia Housing. Use caution when clicking on links or opening attachments.

Good Morning!

I am in the midst of putting together a 4% application for the upcoming January deadline. For zoning certification, I understand VH has a form that needs to be completed and cannot be altered. We submitted a DHCD application for the project on November 1, 2024 with the attached Zoning Certificate.

My question is, can I use the attached as proof of zoning rather the VH standard form?



**Cara Mullen**

Multifamily Development Officer

Community Housing Partners

448 Depot Street| Christiansburg, Va 24073

O: 804.486.6108 ext. 2038

[www.communityhousingpartners.org/](http://www.communityhousingpartners.org/)

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October 21, 2024

Community Housing Partners  
448 Depot Street  
Christiansburg, VA 24073  
Attn: Cara Mullen, Multifamily Development Officer

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## **Zoning Certification**

---

Name of Development: Yorktown RM Rehab Apartments

Name of Organization: Yorktown RM Rehab Apartments, LLC

Name of Seller/Current Owner: Yorktown-Rivermeade LLC, Yorktown-Rivermeade II LLC,  
Yorktown-Yorktown Square II LLC

The above-referenced owner/applicant has asked this office to complete this form regarding the zoning of the proposed development (more fully describe below). This certification is rendered solely for the purpose of confirming the proper zoning for the site of the development project. It is understood that the Virginia Department of Housing and Community Development will use this certification solely for the purpose of evaluating the Applicant's funding request for the project.

### **PROJECT DESCRIPTION:**

Project Address: 100 Rivermeade Court, Yorktown, VA 23690 - GPIN#: O11d-4590-2400  
100 Townley Court, Yorktown, VA 23690 – GPIN#: P11c-0045-2346  
202 Barham Blvd. Yorktown, VA 23690 – GPIN#: O11b-4136-2616

Proposed Improvements:

Proposed Improvements			
Type	# of Units	# of Build-ings	Total Gross Floor Area
New Construction			
Adaptive Reuse			
Rehabilitation	140	17	


Current Zoning of the Project is Residential Multi-Family (RMF), which allows a density of 10 units per acre and the following other applicable conditions. Enclosed is a copy of Section 24.1-326 of the York County Zoning Ordinance, *RMF- Residential Multi Family*, and Section 24.1-404 *Standards for Multi-family dwellings*.

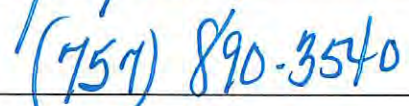
<input checked="" type="checkbox"/>	The proposed development is consistent with existing zoning requirements applicable to the site or a special use permit has been used. To the best of my knowledge, there are presently no zoning violations outstanding on this property. No further zoning approvals and/or special use permits are required.
<input type="checkbox"/>	The proposed development is an approved non-confirming use. To the best of my knowledge, there are presently no zoning violations outstanding on this property. No further zoning approvals and/or special permits are required.
<input type="checkbox"/>	There is currently a site plan under review in the Office of Development Services for the proposed development of the site.

  
Local Official Signature

  
Local Official Printed Name

  
Title

  
Date

  
Telephone Number



**Exhibit B**

**DESCRIPTION OF PROJECT**

All that certain piece or parcel of land with improvements thereon, situated in Nelson District, York County, Virginia, designated as Parcel A, containing 5.5139 acres, more or less, as shown on that certain plat entitled "ALTA – ACSM Survey Showing Property Standing in the name of Rivermeade Associates Parcels "A" and "B" 8.6805 acres total", dated November 12, 2004, last revised March 15, 2005, prepared by Simmons Newsome, P.C., and described thereon as follows:

BEGINNING at an iron rod set at the Southeast corner of Parcel "A" of Rivermeade Associates, being the Southwest corner of Parcel "B" of Rivermeade Associates, thence proceeding N 89°47'00" W a distance of 542.48' along the Southerly line of Barham Boulevard to an iron rod set; thence continuing N 06°19'33" E a distance of 50.23' to the Southeast corner of Parcel "A" of Yorktown Square II at the Northerly right-of-way line of Barham Boulevard to an iron rod set; thence continuing along the same course of N 06°19'33" E a distance of 543.78' to an iron pipe found at the Northwest corner of Parcel "A" of Rivermeade Associates at the Southerly line of the property of The United States of America, National Park Service property, thence continuing along the line of the National Park Service Property S 58°31'42" E a distance of 369.09' to a concrete monument found; thence continuing along the line of the National Park Service property S 89°50'16" E a distance of 163.75' to an iron rod set; thence continuing along the common line of Rivermeade Associates Parcels "A" and "B" S 00°13'00" W a distance of 399.29' to the aforesaid point of beginning.

Said parcel containing 5.5139 acres.

LESS AND EXCEPT that portion of the property within the bounds of "Barham Boulevard" dedicated to the County of York, Virginia, by Right of Way Dedication recorded May 25, 1990, in Plat Book 11, Page 209.

Being bounded as follows:

On the North by the lands of The United States of America, National Park Service, on the East by Parcel "B" of Rivermeade Associates, on the South by Barham Boulevard and on the West by Barham Boulevard and Parcel "A" of Yorktown Square II.

BEING the same property conveyed to Deed of Correction and Confirmation by and between Rivermeade Associates, a Virginia limited partnership, and Yorktown-Rivermeade, LLC, a Virginia limited liability company, dated as of June 10, 2005, recorded in the Clerk's Office, Circuit Court, York County, Virginia, on June 17, 2005, as Instrument No. 050014581.

PG0146 NOV -8 05

EXHIBIT A

PROPERTY DESCRIPTION

All that certain piece or parcel of land with improvements thereon, situated in Nelson District, York County, Virginia, designated as Parcel B, containing 3.1666 acres, more or less, as shown on that certain plat entitled "ALTA - ACSM Survey Showing Property Standing in the name of Rivermeade Associates Parcels "A" and "B" 8.6805 acres total", dated November 12, 2004, last revised March 15, 2005, prepared by Simmons Newsome, P.C., and described thereon as follows:

BEGINNING at an iron rod set at the Southwest corner of Parcel "B" of Rivermeade Associates, being the Southeast corner of Parcel "A" of Rivermeade Associates, thence proceeding N 00°13'00" E a distance of 399.29' to an iron rod set on the Southerly line of the property of The United States of America, National Park Service; thence continuing along the line of the property of the United States of America, National Park Service S 89°50'16" E a distance of 344.67' to a concrete monument found at the Northeast corner of Parcel "B" of Rivermeade Associates; thence continuing along the line of the property of The United States of America, National Park Service S 00°01'47" W a distance of 399.62' to a concrete monument found at the Southeast corner of Parcel "B" of Rivermeade Associates, on the Northerly line of the property line of The York County School Board; thence continuing along the line of the property of the York County School Board N 89°47'00" W a distance of 345.97' to the aforesaid point of beginning.

Said parcel containing 3.1666 acres.

Being bounded as follows:

On the North and East by lands of The United States of America, National Park Service, on the South by the lands of The York County School Board and on the West by Parcel "A" of Rivermeade Associates

Together with a perpetual, non-exclusive easement for ingress and egress over and along a strip of land fifty feet (50') in width along the southerly line of Parcel "A" from Barham Road to Parcel "B"

Being all of the same property conveyed to Yorktown-Rivermeade II, LLC by deed from Rivermeade Associates, dated May 24, 2005 and recorded in the Clerk's Office of the Circuit Court of York County, Virginia on June 10, 2005 as Instrument Number 050013735 Page 282, AS CORRECTED by Deed of Correction dated June 10, 2005, recorded June 17, 2005 as Instrument Number 050014582, Page 497.

**EXHIBIT C  
TO AMENDED AND RESTATED OPERATING AGREEMENT**

**DESCRIPTION OF PROPERTY**

All that certain parcel of land, with improvements thereon and appurtenances thereto, lying and being in York County, Virginia, designated as Parcel "B" containing 6.37 acres, as shown on plat of survey entitled, "Survey and Map Showing Two Parcels of Land Totaling 6.76 Acres, east of Leigh Street, In York County, Virginia", made by Bodie, Mills, Taylor and Puryear, Inc., dated October 22, 1978, revised March 16, 1978, revised April 10, 1978, a copy of which plat of survey is recorded in the Clerk's Office, Circuit Court, York County, Virginia in Deed Book 317, page 147, reference to which is made for a more particular description of such parcels of land.

Being a part of the same property conveyed to Yorktown Square II Limited Partnership by Deed from Environmental Developers, Inc., dated July 25, 1978, recorded August 8, 1978 in Deed Book 317, at Page 146 in the Clerk's Office of the Circuit Court of York County, Virginia.

Commonly known as: 202 Barham Boulevard, Buildings 1-8.





Sec. 24.1-326. - RMF—Multi-family residential district.

(a) *Statement of intent.* The RMF district is intended for application in those areas designated for multifamily/general residential development by the comprehensive plan. In accordance with direction provided by the plan, this district is designed to provide opportunities for higher density living arrangements with an orientation toward the rental market but not to the exclusion of single-family attached, owner-occupied housing types. As a high density development, this district can be expected to generate very intensive demands on public services and facilities and should be located accordingly. However, *senior housing*, which is permitted by special use permit, can be expected to generate lesser demands on most public facilities and services than would otherwise be the case on a per-unit basis for traditional general market multi-family development. Therefore, as set out in section 24.1-411, opportunities are provided for the Board of Supervisors to authorize, on a case-by-case basis, the development of such senior housing projects at a higher density level than that applicable to general market multi-family residential development.

(b) *Dimensional standards.* Each lot created or used shall be subject to the following dimensional standards:

USE CLASSIFICATIONS	MAXIMUM DENSITY	MINIMUM LOT REQUIREMENTS <sup>(2)</sup>		MINIMUM YARD REQUIREMENTS			MAXIMUM BUILDING HEIGHT
		MIN. AREA	MIN. WIDTH	FRONT	SIDE	REAR	
Permitted Uses:							
• Multi-Family Dwellings	10 units per acre 25 du/ha	—	—	50' 15m	25' 7.5m	50' 15m	45' 13.5m
• Single-Family Attached Dwellings	10 units per acre 25 du/ha	1,800 sq. ft. 175m <sup>2</sup>	20' 6m	20' <sup>(2)</sup> 8m	10' <sup>(3)</sup> 3m	15 <sup>(3)</sup> 4.5m	35' 10.5m
Other Permitted Uses	—	1 acre 4000m <sup>2</sup>	150' 45m	50' 15m	25' 7.5m	50' 15m	45' 13.5m

Special Uses:	—	1 acre 4000m <sup>2</sup>	150' 45m	50' 15m	25' 15m	50' 15m	45' 13.5m
<p>(1) Minimum Lot Requirements are dependent on the availability of public water and sewer. For lots not served by public water and sewer, refer to <u>section 24.1-204</u>.</p> <p>(2) Where units are arranged with frontage on a public street, the minimum front yard setback shall be thirty feet (30').</p> <p>(3) Yards required only adjacent to non-common walls of attached units.</p> <p>Minimum district size: 5 acres [2ha]</p> <p>NOTE:</p> <p>Performance standards and special use permit requirements or conditions may increase the yard and lot Requirements. See article/IV.</p>							

(Ord. No. 03-25, 6-17-03)



Sec. 24.1-404. - Standards for multi-family dwellings.

All multi-family development shall comply with the following standards. Evidence of compliance shall be demonstrated through preparation of a site plan in accordance with all requirements of article V.

- (a) All dwelling units shall be served by public water and public sewer.
- (b) The density of multi-family development projects shall not exceed ten (10) units per acre, calculated using net developable acreage as determined in accordance with section 24.1-203.
- (c) The development project shall be designed to promote harmonious relationships with surrounding properties through attention to the type, orientation, spacing setback of buildings, preservation and maintenance of natural vegetation, location of recreation areas, open spaces, parking areas, grading, landscaping, screening and buffering.
- (d) Multi-family structures shall be designed and arranged as follows:
  - (1) Where units are arranged to resemble individual townhouses, no more than six (6) such units may be in any one (1) contiguous grouping or structure.
  - (2) No single apartment building shall contain more than twelve (12) dwelling units.
  - (3) The maximum length of any continuous multi-family structure shall be two hundred feet (200').
- (e) The development shall be surrounded by a perimeter buffer area of at least fifty feet (50') in width which shall be landscaped, in accordance with the provisions of article II, division 4 of this chapter, to meet the Type 50 Transitional Buffer standards.
- (f) Front, side and rear yards shall be provided around each building in the development in a manner which provides a minimum of twenty-five feet (25') of open landscaped space surrounding each building. No two buildings within the project shall be located closer to one another than thirty feet (30').
- (g) A minimum of four hundred (400) square feet of common recreation area shall be provided for each dwelling unit in the development. Such areas shall be arranged and improved to provide suitable recreational opportunities, both active and passive, for the residents of the development. Such area need not be concentrated in one central location but may be interspersed throughout the development, if done in a manner which provides appropriate areas conveniently located to all units. No individual recreational area may be less than twenty-five feet (25') in any linear dimension nor located closer than seventy-five feet (75') to any building. Up to twenty-five percent (25%) of the total required open space may be included within the required perimeter setback area provided that the buffer width is not reduced below twenty-five feet (25').

- (h) Fire hydrants shall be installed within the project at locations such that no building or portion thereof within the development shall be further than six hundred feet (600') from a hydrant.
- (i) The following design standards shall apply to private streets and circulation drives within the development:
  - (1) Pavement shall be designed and constructed in accordance with the Virginia Department of Transportation standards for streets having the same traffic volumes as the proposed private streets and drive.
  - (2) All streets, drives, and parking areas shall be constructed with curb and gutter designed in accordance with Virginia Department of Transportation specifications.
  - (3) Street widths shall be based on the anticipated traffic volumes of the street and shall be determined in accordance with the standards contained in the county subdivision ordinance.
- (j) Access to any multi-family development project shall be in accordance with the following requirements:
  - (1) All such projects of twenty-five (25) units or more shall have at least two (2) points of access to the existing public street system;
  - (2) Such access shall not be through a single-family detached residential subdivision.
- (k) All multi-family developments shall provide for safe and convenient pedestrian and bicycle circulation. This shall include safe, secure, and conveniently located bicycle parking facilities together with internal sidewalks, bike lanes, pathways, or trails which are appropriately connected to the external street, bikeway, and pedestrian systems.
- (l) Where an existing or planned transit route is located in proximity (1,000 feet) to the development, provision shall be made for a transit stop at a convenient point where the development abuts a public street which is classified as a major collector or higher order street.
- (m) Stormwater runoff from streets and parking areas within the project shall be conveyed by a storm sewer system which shall consist of curbs and gutters at the edges of pavement, curb drop inlets, and storm sewer piping in accordance with Virginia Department of Transportation and county specifications.
- (n) Outdoor lighting shall be provided at appropriate locations in order to illuminate adequately group and recreational vehicle parking areas and pedestrian, bicycle, and vehicular circulation routes. Such lighting fixtures and illumination levels shall be designed and arranged to be compatible with both natural and architectural characteristics of the development and the surrounding area.

- (o) One or more common storage areas shall be provided to accommodate recreational vehicles owned by residents. Within these areas, recreational vehicle parking spaces of twelve feet by thirty feet (12' × 30') shall be provided at a ratio of one (1) space per ten (10) dwelling units. Such area shall be lighted, appropriately screened by landscaping or decorative fencing, and constructed with an all-weather surface.
- (p) Multi-family developments shall have facilities for the collection of recyclable materials constructed within each building and the development shall be arranged such that conveniently located community recyclables collection points are available within the development.

(Ord. No. 05-13(R), 5-17-05)

# Tab H:

Attorney's Opinion (MANDATORY)



# WILLIAMS MULLEN

Direct Dial: 804.420.6585  
Inowlin@williamsmullen.com

May 1, 2025

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

RE: 2025 Tax Credit Reservation Request (30% present value credits to be paired with Tax-exempt bonds)

Name of Development: Yorktown RM Rehab Apartments  
Name of Owner: Yorktown RM Rehab Apartments, 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 1, 2025 (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 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 satisfies all applicable requirements of 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. 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.

May 1, 2025

Page 2

6. The nonprofit organizations' ownership interest in the development is as described in the Nonprofit Involvement section of the Application form.

7. 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.

8. 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.**

WILLIAMS MULLEN,  
a professional corporation

By: 

Name: Lauren D. Nowlin, Esq.

Its: Shareholder

# WILLIAMS MULLEN

Direct Dial: 804.420.6915 804.420.6585  
adamson@nowlin@williamsmullen.com

[Insert Date]  
May 1, 2025

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

RE: 2025 Tax Credit Reservation Request (30% present value credits to be paired with  
Tax-exempt bonds)

Name of Development: Yorktown RM Rehab Apartments  
Name of Owner: Yorktown RM Rehab Apartments, 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 1, 2025 (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 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. ~~[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. ~~[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.

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

7. ~~[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.

8. ~~[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.

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

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

May 1, 2025  
Page 3

By: <sup>(Add)</sup> Lauren Nowlin  
Name: Lauren D. Nowlin, Esq.  
Its: ~~Shareholder~~ Shareholder-

<b>Summary report:</b> <b>Litera Compare for Word 11.3.0.46 Document comparison done on</b> <b>4/29/2025 2:17:42 PM</b>	
<b>Style name:</b> Default Style	
<b>Intelligent Table Comparison:</b> Active	
<b>Original DMS:</b> iw://williamsmullen-mobility.imatech.com/TWOVRIC/107235893/1	
<b>Modified DMS:</b> iw://williamsmullen-mobility.imatech.com/TWOVRIC/108172089/1	
<b>Changes:</b>	
Add	15
Delete	20
<del>Move From</del>	0
Move To	0
Table Insert	0
<del>Table Delete</del>	0
Table moves to	0
<del>Table moves from</del>	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	1
Embedded Excel	0
Format changes	0
<b>Total Changes:</b>	36

# Tab I:

## Nonprofit Questionnaire (MANDATORY for points or pool)

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

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

## Nonprofit Questionnaire

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

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

### 1. General Information

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

Indicate funding sources and amount used to pay for office space  
\_\_\_\_\_  
\_\_\_\_\_

- e. Tax exempt status    ☐ 501(c)(3)    ☐ 501(c)(4)    ☐ 501(a)
- f. Date of legal formation of nonprofit (must be prior to application deadline) \_\_\_\_\_  
Evidenced by the following documentation \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- g. Date of IRS 501(c)(3) or 501(c)(4) determination letter (must be prior to application deadline and copy must be attached) \_\_\_\_\_
- h. Describe exempt purposes (must include the fostering of low-income housing in its articles of incorporation) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- i. Expected life (in years) of nonprofit \_\_\_\_\_  
\_\_\_\_\_

outside the Commonwealth of VA



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

---

Southeast and Mid-Atlantic.

k. How many full time, paid staff members does the nonprofit and, if applicable, any other nonprofit organization(s) ("related nonprofit(s)") of which the nonprofit is a subsidiary or to which the nonprofit is otherwise related have (i.e. by shared directors, staff, etc.)? \_\_\_\_\_

How many part time, paid staff members? \_\_\_\_\_

Describe the duties of all staff members:

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communications; data management; and real estate development.

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

☐ YES    ☐ NO    If yes, explain in detail: \_\_\_\_\_

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

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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.

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construction, realty, and property management

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

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## 2. Nonprofit Formation

a. Explain in detail the genesis of the formation of the nonprofit: \_\_\_\_\_

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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: \_\_\_\_\_

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

☐ YES    ☐ NO    If yes, explain in detail: \_\_\_\_\_

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

☐ YES    ☐ NO    If yes, explain in detail: \_\_\_\_\_

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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: \_\_\_\_\_

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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

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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.) \_\_\_\_\_

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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.

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### 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

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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?

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

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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?

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

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

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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:

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(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):

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(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 :

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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?

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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:

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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.

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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.

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(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?

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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.

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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.

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

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l. Will any member of the board of directors, officer, or staff member of the nonprofit participate in the development and/or operation of the proposed development in any for-profit capacity?  
☐ YES ☐ NO If yes, explain:

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

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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.

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#### 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:

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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:

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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

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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:

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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:

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

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

(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

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

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k. Has the 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:

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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:

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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).

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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).

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

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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:

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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:

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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:

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## 5. Attachments

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

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

Date 3/13/25

Owner/Applicant Yorktown RM Rehab Apartments, LLC

By: CHP Yorktown RM Rehab Apartments, LLC, Managing Member

By: Community Housing Partners Corporation, Sole and Managing Member

By   
Andrew Davenport


Vice President  
Its \_\_\_\_\_

Title


Date 3/13/25

Community Housing Partners Corporation

Nonprofit

  
By \_\_\_\_\_

Board Chairman

By 

Executive Director

## **EXHIBIT A**

# Commonwealth of Virginia



## State Corporation Commission

### CERTIFICATE OF GOOD STANDING

I Certify the Following from the Records of the Commission:

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

That the corporation was incorporated on March 8, 1979;

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

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

Nothing more is hereby certified.



Signed and Sealed at Richmond on this Date:

April 21, 2025

A handwritten signature in black ink, reading "Bernard J. Logan".

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Bernard J. Logan, Clerk of the Commission

## **EXHIBIT B**

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

Internal Revenue Service  
District Director

Department of the Treasury

Date:

JUN 06 1980

Employer Identification Number:

54-1023925

Accounting Period Ending:

September 30

Foundation Status Classification:

\*509(a)(1) & 170(b)(1)(A)(vi)

Advance Ruling Period Ends:

September 30, 1981

Person to Contact:

G. Whelittle

Contact Telephone Number:

(301) 962-4787

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

RECEIVED JUN 12 1980

Dear Applicant:

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

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

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

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

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



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

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

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

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

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

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

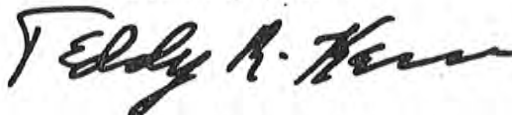
You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal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

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

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

**(See event below.)**

Sincerely yours,



District Director

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



Internal Revenue Service

Department of the Treasury

P. O. Box 2508  
Cincinnati, OH 45201

Date: April 21, 2001

Person to Contact:  
Pat Mahan 31-04019  
Customer Service Representative  
Toll Free Telephone Number:  
8:00 a.m. to 9:30 p.m. EST  
877-829-5500

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

Fax Number:  
513-263-3756  
Federal Identification Number:  
54-1023025

Dear Sir or Madam:

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

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

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

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

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

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

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

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

Community Housing Partners Corporation  
54-1023025

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

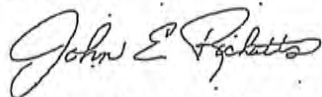
The law requires you to make your organization's annual return available for public inspection without charge for three years after the due date of the return. If your organization had a copy of its application for recognition of exemption on July 15, 1987, it is also required to make available for public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

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

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

This letter affirms your organization's exempt status.

Sincerely,



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

## **EXHIBIT C**



## 2025 CHP Board Roster

Officers of the Corporation			
<b>Jeff Reed, CEO/President</b> 448 Depot Street NE, Christiansburg, VA 24073 540.339.3773 (m) jreed@chpc2.org	<b>Lance Sutherland, CFO/Treasurer</b> 448 Depot Street NE, Christiansburg, VA 24073 540.469.0670 (m) lsutherland@chpc2.org	<b>Andy Hall, COO/Secretary</b> 448 Depot Street NE, Christiansburg, VA 24073 540.300.7044 (m) ahall@chpc2.org	
Board of Directors' Membership			
<b>Ana Castilla, Chair</b> Community Development Manager, TD Bank 255 Alhambra Circle, 2nd fl, Coral Gables, FL 33134; 305.441.5705 (w); 786.877.4065 (m-w); ana.castilla@td.com; 5545 SW 6 Street, Miami, Florida, 33134; 786.566.1793 (m-p)  <i>Member Since 3/17/16</i> <i>Committee(s): Finance, Governance*</i>	<b>Nathan Kerr<sup>^</sup>, Vice Chair</b> Vice President, Scott Insurance 10 Franklin Rd., SE, Suite 550, Roanoke, VA 24011 540.224.1774 (w); 540.588.1398 (m); nkerr@scottins.com; 510 Cassell Lane, SW, Roanoke, VA 24014  <i>Member Since 1/1/24</i> <i>Committee(s): Governance, RED</i>	<b>Racquel Reddie, Past Chair</b> Vice President/Community Development, National Community Stabilization Trust 910 17th St., NW, Suite 1030, Washington, DC 20006; 214.710.3423 (w); 813.919.5136 (m-w) rreddie@ncst.org; 1912 Abbey Ridge Dr., Dover, FL 33527; 813.919.5136 (m)  <i>Member Since 1/27/15</i> <i>Committee(s): Governance, Housing*</i>	
<b>Shon Aguero<sup>~</sup></b> Chief Banking Officer, Freedom First Credit Union 207 Bullitt Ave SE, Roanoke, VA 24013; 540.427.7644 (w); 540.521.6317 (m-w); saguero@freedomfirst.com; 526 Campbell Ave. SW, Roanoke, VA 24016  <i>Member Since 1/1/2025</i> <i>Committee(s): Finance</i>	<b>Charles Famuliner</b> HUD Director of Multifamily Housing (Retired); 1188 Maple Swamp Rd., Rockbridge Baths, VA 24473; 540.462.6262 (h); 540.319.8555 (m); cclkf12@gmail.com  <i>Member Since 12/11/14</i> <i>Committee(s): Governance, Housing, RED*</i>	<b>Shawn McMahon</b> Financial Advisor, Morgan Stanley 10 South Jefferson Street, Suite 1700 Roanoke, VA 24011 540.725.3170 (w); 540.797.3247 (m); Shawn.Mcmahon@morganstanley.com 6932 Campbell Drive, Salem, VA 24153-8222  <i>Member Since 1/1/14</i> <i>Committee(s): Finance</i>	<b>Harold Nassau</b> Sr. Director of Asset Management Programs (Retired), NeighborWorks America; 3 Craigie Cir., Cambridge, MA 02138; 617.877.5489 (m); haroldnassau@outlook.com  <i>Member Since 1/1/24</i> <i>Committee(s): Housing</i>
<b>John Randolph<sup>^</sup></b> Professor Emeritus, VT Urban Affairs & Planning; 101 Architecture Annex, Blacksburg, VA 24060; 1100 Willard Drive, Blacksburg, VA 24060; 540.239.3459 (m); energy@vt.edu  <i>Member Since 1/1/14</i> <i>Committee(s): Governance, Energy*</i>	<b>Susan Sisk</b> CAO, Community Housing Partners (Retired); 7536 Riverbluff Rd., Radford, VA 24141; 540.320.0450 (m); susansisk@gmail.com  <i>Member Since 12/11/14</i> <i>Committee(s): Governance, Energy</i>		<b>KEY</b> * = Committee Chair <b>VA CHDO Information</b> ~ = Census Tract – <b>1</b> Member ^ = Non-Profit Nominee – <b>2</b> Members <b>3/9 = 33%</b>

## **EXHIBIT D**

Non-profit Questionnaire  
Nonprofit Formation  
Exhibit D -CHPC List of Related Non-profit Entity

## 2. Virginia and Community Activity

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

Organization Legal Formation	Date of 501(c)(3) Or 501(c)(4) Status	Expected Life	Charitable Purpose
Community Housing Partners Corporation 2/20/1998	6/6/1980	Perpetual	501(c)(3) Single purpose entity for development/operation of a single project.
Somerset Court Apartments Inc. 2/10/2014	10/25/2013	Perpetual	501(c)(3) Single purpose entity for development/operation of a single project.
Woodland Park Apartments of Hickory Inc. 10/25/2013	10/25/2013	Perpetual	501(c)(3) Single purpose entity for development/operation of a single project.
Wytheville Community Apartments Corp 12/27/1990	No date per IRS	Perpetual	501(c)(3) Single purpose entity for development/operation of a single project.
Galax Community Apartments Corporation 12/27/1990	7/1991	Perpetual	501(c)(3) Single purpose entity for development/operation of a single project.
Giles Community Apartments Corporation 3/29/1993	6/1993	Perpetual	501(c)(3) Single purpose entity for development/operation of a single project.
Holly Court Apartments Corporation 12/6/1993	11/1994	Perpetual	501(c)(3) Single purpose entity for development/operation of a single project.
Ellett Road Apartments Corp 7/27/1992	3/1995	Perpetual	501(c)(3) Single purpose entity for development/operation of a single project.
Coastal Housing Corporation 9/25/1989	5/1990	Perpetual	501(c)(3) Single purpose entity for development/operation of a single project.
Laurel Court Apartments Inc. 1/25/1995	11/1996	Perpetual	501(c)(3) Single purpose entity for development/operation of a single project.

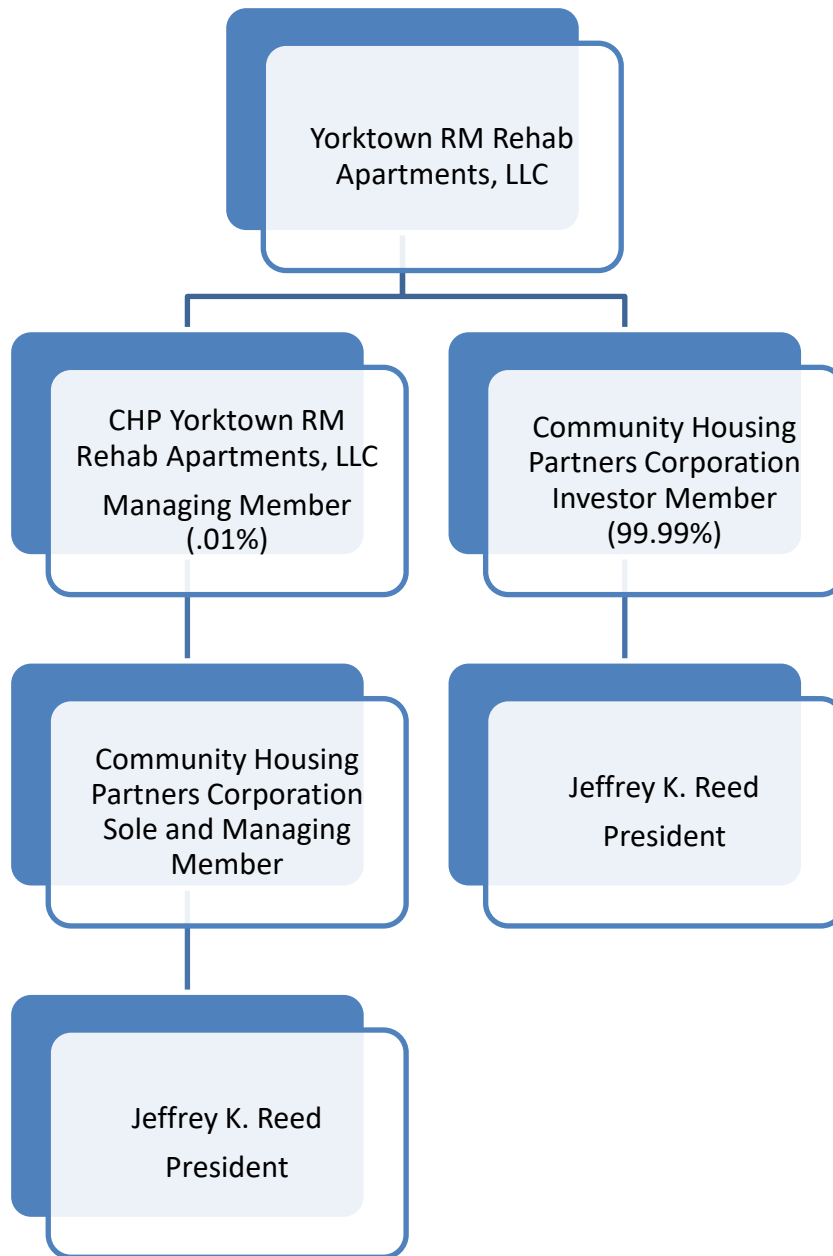
Non-profit Questionnaire  
Nonprofit Formation  
Exhibit D -CHPC List of Related Non-profit Entity

Belford Commons Corporation 1/16/1998	10/1998	Perpetual	501(c)(3) Single purpose entity for development/operation of a single project.
Ephphatha Village Inc. 3/21/1980	11/1981	Perpetual	501(c)(3) Single purpose entity for development/operation of a single project.
City Light Development Corporation 8/25/1988	3/2/1993	12/31/2029	501(c )3 entity. Served as developer and general partner in some past CHPC projects 15+ years ago.
Greenbrier Woods Corporation 5/4/1995	5/1990	Perpetual	501(c )3 entity. Served as developer and general partner in some past CHPC projects 15+ years ago.
Community Housing Partners Corporation of Florida	9/17/1990	Perpetual	501(c)(3) CHPC took over board control of entity in 2013 (Formerly called Florida Low Income Housing Associates, Inc. but renamed) and operations of its related existing projects. But has not directly developed under this entity since taking control.

## **EXHIBIT E**



## Yorktown RM Rehab Apartments Organizational Chart



## **EXHIBIT F**

#### 4. Virginia and Community Activity

c. Does the non-profit 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, explain:

CHP's Resident Services division has significant experience in recruiting and placing volunteers and community-based partners to work alongside our staff to accomplish our mission of meeting the housing and services needs of our low-income residents. Our relationships with colleges/universities, community service organizations, non-profit groups, faith-based institutions, and service and retail organizations result in a tremendous amount of support in our service delivery. Our cadre of over 300 committed partners contribute staff hours, volunteers, in-kind material goods, and financial support which has totaled almost \$26 million dollars over the past twenty-five years.

Because the needs of residents residing in low-income housing are extensive and cannot be met through one service provider, partner building is at the core of CHP's Resident Services division. One of the main tasks of Resident Services is to focus on linkages between the property population's needs and the broader community. In 2023, CHP had relationships with 77 committed partners in and around the Blacksburg, Virginia area. The value of these partnerships at CHP's 14 properties in the area totaled \$115,537. Below, please find the 2023 committed partner list for the area.

- |  |  |
|--|--|
| - AARP   | - FOCUS (Focus On Communities Utilizing Services)          |
| - Anthem HealthKeepers                             | - Friends of the Farmers Market                            |
| - Area Agency On Aging                             | - Giles Community Garden                                   |
| - Blacksburg Interfaith Food Pantry                | - Giles Health & Family Center                             |
| - Blacksburg Transit                               | - Go Anywhere Bus  |
| - BrightView                                       | - Good Shepherd Baptist Church                             |
| - Carilion Clinic Family Medicine - Radford        | - Goodwill Store and Donation Center                       |
| - Carilion Giles Community Hospital                | - GraceLife Baptist Church                                 |
| - Carilion New River Valley Medical Center         | - Handshake Media  |
| - Children's Health Improvement Partnership (CHIP) | - Head Start Program - Christiansburg                      |
| - Christian Growth Center                          | - Heritage Cares - Food Distribution Center                |
| - Christiansburg Comprehensive Treatment Center    | - HOPE Initiative  |
| - Church of Jesus Christ of Latter-day Saints      | - InnovAge Virginia PACE - Roanoke Valley                  |
| - City of Refuge - Pulaski                         | - Intellectual Disabilities Agency of the New River Valley |
| - Community Foundation of the New River Valley     | - Kappa Pi - International Art Honor Society               |
| - Community Health Center of the New River Valley  | - LewisGale Hospital Montgomery                            |
| - Community Transit - New River Valley             | - Literacy Volunteers of the New River Valley              |
| - Crows Nest Greenhouse                            | - Macy McClaugherty Choir                                  |
| - EHS Support Services                             | - Medi Home Health & Hospice                               |
| - Feeding Southwest Virginia                       | - Medride - New River Valley                               |

Non-profit Questionnaire  
Exhibit F - Demonstrated Support

- Montgomery County Health Department
- Montgomery-Floyd Regional Library
- Mount Regis Center
- National Counseling Group
- New Life Apostolic Church of Jesus Christ
- New Life Recovery Center
- New River Community Action (NRCA)
- New River Valley Agency on Aging
- New River Valley Community Services
- Omega Psi Phi Fraternity
- Parks and Recreation
- Pearisburg First United Methodist Church
- Pearisburg Junior Woman's Club
- Pearisburg Library
- Pearisburg Recreation Department
- Pulaski County Library
- Pulaski County Public Schools
- Red Cross
- Salvation Army
- SaVida Health
- Smart Way Bus
- Southwest Virginia Legal Aid
- Stabucks
- Support Systems, INC
- Taking it to the Streets
- TASL Clinic
- Trinity Community Church
- Two Town Trolley
- United Way of the New River Valley
- Virginia Cares - New River Community Action (NRCA)
- Virginia Cooperative Extension
- Virginia Department for Aging and Rehabilitative Services
- Virginia Department of Veteran Services
- Virginia Tech Glean Team
- Volunteer Income Tax Assistance (VITA)
- YMCA at Virginia Tech
- YMCA Thrift Shop

## **EXHIBIT G**

#### 4. Virginia and Community Activity

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

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

CHP's Resident Services division has significant experience in recruiting and placing volunteers and community-based partners to work alongside our staff to enhance the health and quality of life of our residents. CHP currently has a full-scale property management operation based in Virginia managing CHP owned assets and others owned by like-minded 3<sup>rd</sup> party owners. CHP's property management portfolio consists of 6,264 units of affordable housing including Tax Credit, Section 8, Home, RAD, Sail, HUD 236, 202, 811, 221 D-4 and Rural Development 515. Of the 6,264 units of affordable housing, 5,842 units are CHP-owned, and 422 units are fee managed by CHP for 3<sup>rd</sup> party owners.

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

Portfolio-wide, we manage a resident population with 3,071 (53.66%) households considered to be Extremely Low Income (ELI, 30% AMI and lower), 1,540 (26.91%) resident households considered to be Very Low Income (VLI, 50% AMI and lower) and 612 (10.69%) resident households considered to be Low Income (LI, 80% AMI and lower). CHP's property management portfolio consists of 2,321 HAP and 1,072 Rural Development Rental Assistance units, and over 25% of CHP's property management portfolio operates under a project-based section 8 contract.

## **EXHIBIT H**

#### 4. Virginia and Community Activity

n. Has the non-profit ever applied for Low Income Housing Tax Credits for a development in which it acted as a joint venture partner with a for-profit entity?

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

<b>Development:</b> <b>Non-Profit Role:</b> <b>Management:</b> <b>Status:</b>	Mariner's Landing (274 units), Newport News, VA, received Credits. Community Housing Partners Corporation (CHP) served as Contractor. Principal of CHP is Jeffery K. Reed. SL Nusbaum Realty CO was the management agent. Principal of SL Nusbaum is Alan B Nusbaum. The development is operational within TC Compliance Period. CHP withdrew from this partnership in 1998.
<b>Development:</b> <b>Non-Profit Role:</b> <b>Management:</b> <b>Status:</b>	Ocean Gate Apartments (174 units), Virginia Beach, VA, received Credits CHP served as Contractor. Principal of CHP is Jeffery K. Reed. SL Nusbaum Realty CO was the management agent. Principal of SL Nusbaum is Alan B Nusbaum. The development is operational within TC Compliance Period. CHP withdrew from this partnership in 1998.
<b>Development:</b> <b>Non-Profit Role:</b> <b>General Contractor:</b> <b>Management:</b> <b>Status:</b>	Woodburn Apartments (144 units), Manassas, VA - date of application- 3/1/1996 CHP served as minority General Partner and co-developer. National Housing Building Corporation served as Contractor. Principal is EV Hoffman. Harbor Group was the Management Agent. Principal of Harbor Group is Dick Swift. CHP withdrew from this partnership and sold the right of first refusal in 2013.
<b>Developments:</b> <b>Non-Profit Role:</b> <b>Status:</b>	High Meadows Associate Limited Partnership, Peppers Crossing Limited Partnership and The Station at Dowdy Drive Limited Partnership CHP served as a Joint Venture Partner with Unlimited Construction, Inc. CHP withdrew from these partnerships in May 2006 before tax credits were awarded.
<b>Development:</b> <b>Non-Profit Role:</b> <b>General Contractor:</b> <b>Management:</b> <b>Status:</b>	Friendship Village Apartments, Virginia Beach, VA, received Credits in 2009 CHP is 51% owner of the General Partner, JV Partner Atlantic Development, LLC. The key principal is Drew Fitch. CHP served as Contractor. Principal of CHP is Jeffery K. Reed. Management Agent is CHP. Principal of CHP is Jeffery K. Reed. The development is operational within TC Compliance Period.
<b>Development:</b> <b>Non-Profit Role:</b> <b>General Contractor:</b> <b>Management:</b> <b>Status:</b>	Primrose Place Apartments (125 units), Baltimore, Maryland, received Credits in 2016. CHP served as Developer Partner with the Housing Authority of Baltimore City and the French Development Company. CHP served as the General Partner and owner of Primrose Place Apartments. Principal of CHP is Janaka Casper. Southway Builders served as the Contractor. Principal of Southway Builders is Willie Moore. Management Agent is CHP. Principal of CHP is Jeffery K. Reed. The development is operational within TC Compliance Period.
<b>Development:</b>	The Residences at North Hill 2 (75 units), Fairfax County, Virginia. Received 2017 credits.



Non-profit Questionnaire  
Exhibit H - CHPC List of JV Partnerships with a For-profit Entity

<b>Non-Profit Role:</b>  <b>General Contractor:</b> <b>Management:</b>  <b>Status:</b>	<p>CHP is co-developer with Pennrose GP, LLC. CHP controls the 49% managing member that controls the sole member that controls the managing member that controls the owner of The Residences at North Hill 2. Principal of CHP is Jeffery K. Reed.</p> <p>Breeden Construction served as the Contractor. Principal of Breeden Construction is Brian Revere.</p> <p>Proposed Management Agent is Pennrose GP, LLC. Principals of Pennrose are Richard Barnhart, Mark Dambly and Timothy Henkel.</p> <p>The development is operational within TC Compliance Period.</p>
<b>Development:</b> <b>Non-Profit Role:</b>  <b>General Contractor:</b> <b>Management:</b>  <b>Status:</b>	<p>Senior Residences at North Hill (63 units), Fairfax County, Virginia. Received 2017 credits.</p> <p>CHP is co-developer with Pennrose GP, LLC. CHP controls the 49% managing member that controls the sole member that controls the managing member that controls the owner of Senior Residences at North Hill. Principal of CHP is Jeffery K. Reed.</p> <p>Breeden Construction served as the Contractor. Principal of Breeden Construction is Brian Revere.</p> <p>Management Agent is Pennrose GP, LLC. Principals of Pennrose are Richard Barnhart, Mark Dambly and Timothy Henkel.</p> <p>The development is operational within TC Compliance Period.</p>
<b>Development:</b> <b>Non-Profit Role:</b>  <b>General Contractor:</b> <b>Management:</b>  <b>Status:</b>	<p>The Residences at North Hill Bond 47 (47 units), Fairfax County, Virginia. Received 2020 credits.</p> <p>CHP is co-developer with Pennrose GP, LLC. CHP controls the 49% managing member that controls the sole member that controls the managing member that controls the owner of Senior Residences at North Hill. Principal of CHP is Jeffery K. Reed.</p> <p>Breeden Construction served as the Contractor. Principal of Breeden Construction is Brian Revere.</p> <p>Management Agent is Pennrose GP, LLC. Principals of Pennrose are Richard Barnhart, Mark Dambly and Timothy Henkel.</p> <p>The development is operational within TC Compliance Period.</p>
<b>Development:</b> <b>Non-Profit Role:</b>  <b>General Contractor:</b> <b>Management:</b>  <b>Status:</b>	<p>The Residences at North Hill Bond 94 (94 units), Fairfax County, Virginia. Received 2020 credits.</p> <p>CHP is co-developer with Pennrose GP, LLC. CHP controls the 49% managing member that controls the sole member that controls the managing member that controls the owner of Senior Residences at North Hill. Principal of CHP is Jeffery K. Reed.</p> <p>Breeden Construction served as the Contractor. Principal of Breeden Construction is Brian Revere.</p> <p>Management Agent is Pennrose GP, LLC. Principals of Pennrose are Richard Barnhart, Mark Dambly and Timothy Henkel.</p> <p>The development is operational within TC Compliance Period.</p>

## **EXHIBIT I**

**4. Virginia and Community Activity**

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

☒ Yes ☐ No

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

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

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

Non-profit Questionnaire  
Exhibit I - CHPC List of Projects as Sole GP-MM

	Property Name	Location	Date of Application	Result of Application	Status of Development
42	Linden Green	Christiansburg, VA	2009 9% Competitive	Awarded Tax Credits	Operating within TC compliance period
43	Parkview Gardens	Farmville, VA	2010 9% Competitive	Awarded Tax Credits	Operating within TC compliance period
44	Hilltop Terrace	Lexington, NC	2011 9% Competitive	Awarded Tax Credits	Operating within TC compliance period
46	Greenstone on 5th (Blue Ridge Commons)	Charlottesville, VA	2012 9% Competitive	Awarded Tax Credits	Operating within TC compliance period
47	Laurel Woods	Pulaski, VA	2012 9% Competitive	Awarded Tax Credits	Operating within TC compliance period
48	Main Cross Apartments	Mt Sterling, KY	2012 9% Competitive	Awarded Tax Credits	Operating within TC compliance period
49	Maplewood (Rivermont)	Martinsville, VA	2012 9% Competitive	Awarded Tax Credits	Operating within TC compliance period
50	Warwick SRO	Newport News, VA	2012 9% Competitive	Awarded Tax Credits	Operating within TC compliance period
51	Hunting Hills	Christiansburg, VA	2013 9% Competitive	Awarded Tax Credits	Operating within TC compliance period
52	Overlook Terrace	Fredericksburg, VA	2013 9% Competitive	Awarded Tax Credits	Operating within TC compliance period
53	Smokey Ridge	Christiansburg, VA	2013 9% Competitive	Awarded Tax Credits	Operating within TC compliance period
54	The Summit (Langston Park)	Hopewell, VA	2013 9% Competitive	Awarded Tax Credits	Operating within TC compliance period
55	Bettie Davis Village	Suffolk, VA	2014 4% Tax Exempt	Awarded Tax Credits	Operating within TC compliance period
56	Belleville Meadows	Suffolk, VA	2014 9% Competitive	Awarded Tax Credits	Operating within TC compliance period
57	Kippax Place	Hopewell, VA	2014 9% Competitive	Awarded Tax Credits	Operating within TC compliance period
59	Lindsay Hill	Lorton, VA	2014 9% Competitive	Awarded Tax Credits	Operating within TC compliance period
60	Planters Woods	South Hill, VA	2015 9% Competitive	Awarded Tax Credits	Operating within TC compliance period
61	Powell Valley	Jonesville, VA	2015 9% Competitive	Awarded Tax Credits	Operating within TC compliance period
62	Sun Valley Landings	Dublin, VA	2015 9% Competitive	Awarded Tax Credits	Returned Tax Credit Award
63	Apartments at Kingsridge	Richmond, VA	2016 9% Competitive	Awarded Tax Credits	Operating within TC compliance period
64	Primrose Place	Baltimore, MD	2016 9% Competitive	Awarded Tax Credits	Operating within TC compliance period
65	Apartments at Kingsridge 2	Richmond, VA	2018 9% Competitive	Awarded Tax Credits	Operating within TC compliance period
66	Townsquare at Dumfries	Triangle, VA	2018 4% Tax Exempt	Awarded Tax Credits	Operating within TC compliance period
67	Northway	Galax, VA	2020 9% Competitive	Awarded Tax Credits	Operating within TC compliance period
68	Senior Townsquare at Dumfries	Triangle, VA	2020 9% Competitive	Awarded Tax Credits	Operating within TC compliance period
69	Woods at Yorktown NC	Yorktown, VA	2020 9% Competitive	Awarded Tax Credits	Returned Tax Credit Award
70	Apartments at Kingsridge 3	Richmond, VA	2020 9% Competitive	Awarded Tax Credits	Operating within TC compliance period
71	Wellesley	Newport News, VA	2021 9% Competitive	Awarded Tax Credits	Completed
72	Cross Creek Rehab	Portsmouth, VA	2021 9% Competitive	Awarded Tax Credits	Returned Tax Credit Award
73	Holly Court	Kilmarnock, VA	2021 9% Competitive	Awarded Tax Credits	Completed
74	Grayson Manor	Independence, VA	2021 9% Competitive	Awarded Tax Credits	Completed
75	J. Van Story	Baltimore, MD	2021 9% Competitive	Awarded Tax Credits	Operating within TC compliance period
76	Crestview Senior	Dumfries, VA	2022 9% Competitive	Awarded Tax Credits	Returned Tax Credit Award
77	Witter Place Apartments	Alexandria, VA	2023 9% Competitive	Awarded Tax Credits	In Development
78	Trinity Court	Chapel Hill, NC	2023 9% Competitive	Awarded Tax Credits	In Development
79	Legacy on Main	Blacksburg, VA	2024 9% Competitive	Awarded Tax Credits	In Development
80	North Fork Manor	Saltville, VA	2024 9% Competitive	Awarded Tax Credits	In Development
81	Ansell	Portsmouth, VA	2024 9% Competitive	Awarded Tax Credits	In Development

## **EXHIBIT J**

#### **4. Virginia and Community Activity**

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

☒ Yes    ☐ No    If yes, explain:

CHPC received Flex Funds for Friendship Village in Virginia Beach; Allegheny Apts. in Radford; Atrium Apartments in Pulaski; Lafayette Village Family in Williamsburg; Lafayette Square in Williamsburg; and Courthouse Green Apts. in Spotsylvania, Virginia.

SPARC funds have been awarded for Belleville Meadows Apartments in Suffolk; Lindsay Hill Apartments in Lorton; Planters Woods Apartments in South Hill; Powell Valley Village Apartments in Jonesville; Tranquility at the Lakes in Virginia Beach; Kippax Place Apartments in Hopewell; Overlook Terrace in Spotsylvania; Smokey Ridge in Christiansburg; Lafayette Village Family in Williamsburg; Lafayette Square in Williamsburg; Lafayette Village Elderly in Williamsburg; Courthouse Green in Spotsylvania; Rivermeade II in Yorktown; and Yorktown Square I in Yorktown, Virginia.

CHP has also received VHF funds for Westbridge Apts. in Chesapeake; Cedar Crest I, II, & III. in Blacksburg; Orchard Grove in Pearisburg; Westover Commons in Petersburg; Meadowview Apts. in Pulaski; Northway Apts. in Galax; Battleground Apts. in Saltville; Atrium Apts. in Pulaski; Yorkshire Apartments in Yorktown; Honeytree Apts. in South Boston; Checed Warwick Apts. in Newport News; Sentry Woods Apts. in Dinwiddie; Church Manor Apts. in Smithfield; and College Green I Apts. in Warsaw, Virginia.

# Tab J:

Relocation Plan and Unit Delivery Schedule  
(MANDATORY-Rehab)

## **Relocation Plan**

### **Yorktown RM Rehab Apartments**

### **Yorktown, Virginia**

#### **I. Project Information**

<b>Name of Development:</b>	<b>Yorktown RM Rehab Apartments</b>
<b>Address:</b>	100 Rivermeade Court 100 Townley Court 202 Barham Blvd Yorktown, VA 23690
<b>Owner's Representative:</b>	Yorktown RM Rehab Apartments, LLC C/O Community Housing Partners Corporation Andrew Davenport Vice President of Multifamily Development (540) 523 -1946 <a href="mailto:andy.davenport@chpc2.org">andy.davenport@chpc2.org</a> 448 Depot St. NE Christiansburg, VA 24073
<b>Property Management:</b>	Community Housing Partners Corporation (CHP) Andy Hall Chief Operating Officer (540) 300-7044 <a href="mailto:ahall@chpc2.org">ahall@chpc2.org</a> 448 Depot St NE Christiansburg, VA 24073



The owner, **Yorktown RM Rehab Apartments**, LLC agrees to comply with Virginia Housing's (VH) Relocation Assistance Guidelines and the Uniform Relocation Assistance Act of 1970 (URA), Section 104(d) as well as other state and local regulations relevant to tenant relocation, as applicable. Our relocation compliance activities will include, but are not limited to:

1. Full communication of plans
2. 120-day General Information Notices
3. Tenant Advisory Services
4. Notice of non-displacement
5. 30-day move notices
6. Relocation assistance
7. Relocation payments
8. The Relocation Plan will be kept in plain sight.
9. Documentation of compliance for all residents subject to relocation

The owner intends to temporarily relocate **Yorktown RM Rehab Apartment** residents during the rehabilitation of **Yorktown RM Rehab**. The owner will comply with VH's Relocation Assistance Guidelines and the Uniform Relocation Assistance Act of 1970 (URA), Section 104(d) as well as other state and local regulations relevant to tenant relocation, as applicable. All temporary resident relocation costs will be paid by the owner, including packing assistance, round trip moves and utility transfers. All packing materials will be provided to residents at no charge. Work is anticipated to begin April of 2025 and be completed by September of 2026 with no residents expected to be permanently relocated.

To ensure that residents are kept well informed throughout the process and that their concerns are addressed, the owner, property management, and the general contractor will host a series of meetings for residents. These meetings will take place prior to the start of construction and during each phase of the redevelopment and will allow residents the opportunity to express any concerns and have their questions answered related to the construction schedule and the temporary relocation process.

The owner will also conduct one-on-one interviews with the residents on an as-needed basis to allow them the opportunity to express any concerns and address any questions they may have.

A General Information Notice will be sent at least 120 days prior to the commencement of any construction activities advising residents of their rights under VH's Relocation Assistance Guidelines and the Uniform Relocation Assistance Act of 1970 (URA), Section 104(d) as well as other state and local regulations relevant to tenant relocation, as applicable. Clear communication will be maintained with residents throughout the construction and relocation process through frequent notices and updates as well as resident meetings.

## II. Project Scope

**Yorktown RM Rehab** is a seventeen residential building, two (2) story, 140-unit property consisting of twenty-four (24) one-bedroom units and one hundred sixteen (116) two-bedroom units a community room, laundry room, and leasing office. The buildings were constructed in 1972 (Yorktown Square II), 1987 (Rivermeade I) and 1991 (Rivermeade II).

Proposed improvements include but are not limited to:

- Site, walkway, and parking improvements
- Rehab of existing community room
- New roof, gutters, and downspouts
- Replacement of unit flooring
- Replacement of cabinets and counter tops
- Installation of low flow faucets, shower heads and toilets
- Installation of Energy Star appliances and lighting
- Replacement of selected unit entry doors and interior doors
- Replacement of hot water heaters
- Replacement of decks and certain concrete patios
- Installation of new HVAC systems

**Estimated Relocation Start Date:** July 1, 2026

**Estimated Construction Start Date:** July 15, 2026

**Estimated Construction Completion Date:** October 2027

### III. Planned Measures to Minimize Construction Impact on Occupied Units

The impact on the residents of **Yorktown RM Rehab** will be minimized to the greatest extent possible. Renovation of a unit will be accomplished in approximately 20 weeks and renovations will proceed by building. Additional work may be required in renovated units requiring short 1-2-hour visits to complete certain punch list items, touch up painting and other final details.

During the renovation process, residents will be moved to temporary “transition units” within the project site and have been ready for residents to temporarily reside while their unit is being renovated. Residents will then move to a permanent unit once construction is complete. Our goal is to limit the amount of resident disturbance during the rehabilitation and, we will make every effort to move residents only once from their original unit to a newly renovated unit if possible.

Contractors may be on site from 6:00 a.m. to 5:00 p.m. Staging will start no earlier than 6:00 a.m. and the use of power tools or heavy machinery will begin no earlier than 8:00 a.m., nor continue after 5:00 p.m., Monday through Friday unless approved by owner.

### IV. Projected Rents and Rental Policies After Rehab

#### **Projected Rents**

Unit Type	No. of Units	Monthly Rent Per Unit	Subsidy
1 BR – 1 Bath	24	\$814	N/A
2 BR – 1 Bath	116	\$789 - \$961	N/A

### **Rental Policies:**

CHP's Property Management division will have responsibility for the day-to-day management of property operations. The Project will follow applicable statutes, regulations, and guidance, as provided by VH's *Relocation Assistance Guidelines* as well as the Uniform Relocation Assistance Act of 1970 (URA), Section 104(d) and other state and local regulations, as applicable.

No current residents will be permanently or involuntarily displaced from the Project site.

All residents will receive a unit that meets the unit size and rent requirements according to VH and local jurisdiction occupancy standards. For most tenants, this means that they will return to a unit of a similar size and type as their prior unit. Tenants who were over-housed in their original unit will generally be required to accept a unit at the Project site that meets VH and local jurisdiction size and occupancy standards. However, if there are no appropriately sized units for the tenants to move in to, such over-housed tenants may remain in a unit that is similar in size as their original unit until an appropriately sized unit becomes available.

Tenants who request a reasonable accommodation will be accommodated in accordance with the owner and Property Management's reasonable accommodation policy and all applicable state, federal and local requirements.

If a unit is home to non-English speaking/reading residents, appropriate translation and/or interpretation services will be provided to ensure that these residents adequately understand relocation, construction, leases and established rules and policies.

### **V. Advisory Services**

The owner and Property Management staff will provide informational and advisory services before and during renovations. These services will include but are not limited to the following:

- a. Provide referrals for tenants to replacement properties as needed.
- b. Provide tenants with written information and/or translation services in their native languages if necessary.
- c. Provide appropriate counseling for tenants who are unable to read and understand notices.
- d. Provide contact information for questions and access to phone or computer if needed to make contact.
- e. Provide transportation for tenants needing to look at other housing, especially those who are elderly or disabled, as needed.
- f. Endeavor to understand and anticipate the needs of families and the elderly to meet the special advisory services they may need.
- g. Make residents aware that appointments can be scheduled outside of normal business hours if needed.
- h. Provide tenant advisory services and moving cost reimbursement for those residents that will be temporarily relocated for longer than 30 days.

## VI. Estimated Determination as to Moving Cost Reimbursement

Funds are included in the **Yorktown RM Rehab Apartments** development budget for moving and other costs related to the temporary relocation of residents. Community Housing Partners will provide coordinated support and assistance to any residents requiring additional help during the moving process.

Anticipated moving costs are as follows:

### Resident Moves:

Utility/Cable Transfer reimbursements based on receipts:

Dominion Energy (Electric):	\$90
Community Phone/Cox/Verizon (Landline phone):	\$60
Cox Cable/Verizon (Internet):	\$60

If the resident opts to move their own belongings, Community Housing Partners will provide reimbursement of moving costs, to be determined as noted below:

1. The lower of two bids or estimates prepared by a commercial mover; or
2. Receipted bills for labor and equipment provided by a commercial mover; or
3. Utilize *the Federal Highway Administration's Fixed Residential Moving Cost Schedule* for Virginia

In order to process tenant moving costs, tenants will be informed that they are required to provide documentation, including bills, certified prices, appraisals and other evidence of expenses. As the Owner, we will:

- Provide reasonable assistance necessary to complete and file tenants' claims for payment.
- Reimburse moving costs upon receipt of billing documentation from the tenant.
- Provide expedited return of security deposits or allow tenants to apply security deposits to the last month's rent.
- Make advanced payments, if a tenant demonstrates the need, to avoid or reduce a hardship (often tenants will need these payments for security deposits)
  - Promptly notify the tenant in writing of its determination, the basis for its determination and the procedures for appealing that determination, if it disapproves all or part of a payment claimed or refuses to consider the claim on its merits because of untimely filing or other grounds.
- Not propose or request that a displaced tenant waive his or her rights or entitlements to relocation assistance and benefits.

## VII. Unit Delivery Schedule

Phases	1	2	3	4	5	6	7	8	9
5/2026									
6/2026									
7/2026	20								
8/2026									
9/2026		20							
10/2026									
11/2026			20						
12/2026									
1/2027				20					
2/2027									
3/2027					15				
4/2027									
5/2027						15			
6/2027									
7/2027							15		
9/2027									
10/2027								15	
11/2027									
12/2027									

This relocation plan will be displayed on site in the **Yorktown RM Rehab** manager's office.

All documentation related to relocation activities connected with the planned improvements at **Yorktown RM Rehab**, to include, but not limited to formal notices, moving cost reimbursements and other such documentation will be stored in individual resident relocation files.

**END OF DOCUMENT**

# Tab K:

Documentation of Development Location:

# Tab K.1

## Revitalization Area Certification Information

Not Applicable



# 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. This Letter must be submitted under the Surveyor's or Engineer's Corporate Letterhead.
3. Any change in this form may result in a reduction of points under the scoring system.
4. If you have any questions, please call the Tax Credit Allocation Department 804-343-5518.

**Date** 12/24/2024

**To** Virginia Housing  
601 South Belvidere Street  
Richmond, Virginia 23220

**RE:** 2023 Tax Credit Reservation Request

Name of Development Yorktown RM Rehab Apartments

Name of Owner Yorktown RM Rehab Apartments, LLC

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.

Firm Name Miller Stephen Associates

By Jeffery J. Vierrether, L.S.

Its Vice President

Title

# Tab L:

PHA / Section 8 Notification Letter

**PHA or Section 8 Notification Letter**

**Date:** 02/05/2025

**To:** Housing & Neighborhood Revitalization Manager  
Attention: Abbitt Woodall  
P.O. Box 532, Yorktown, VA 23690

**Re:** Proposed Affordable Housing Development  
Name of Development: Yorktown RM Rehab Apartments  
Name of Owner: Yorktown RM Rehab Apartments, LLC

I would like to take this opportunity to notify you of a proposed affordable housing development to be completed in your jurisdiction. We are in the process of applying for federal low-income housing tax credits from Virginia Housing. We expect to make a representation in that application that we will give leasing preference to households on the local PHA or Section 8 waiting list. Units are expected to be completed and available for occupancy beginning on January 1, 2027 (date).

**The following is a brief description of the proposed development:**

**Development Address:** 100 Rivermeade Court, Yorktown, VA 23690  
100 Townley Court, Yorktown, VA 23690  
202 Barham Blvd., Yorktown, VA 23690

**Proposed improvements:**

New Construction:	# Units	<u>          </u>	# Buildings	<u>          </u>
Adaptive Reuse	# Units	<u>          </u>	# Buildings	<u>          </u>
Rehabilitation:	# Units	<u>140</u>	# Buildings	<u>17</u>

**Proposed Rents:**

Efficiencies:	\$ <u>          </u> / month
1 Bedroom Units:	\$ <u>751 - 763</u> / month
2 Bedroom Units:	\$ <u>705 - 896</u> / month
3 Bedroom Units:	\$ <u>          </u> / month
4 Bedroom Units:	\$ <u>          </u> / month

**Other Descriptive Information:**

Yorktown RM Rehab Apartments will be the rehabilitation of 140 unit family property in Yorktown, VA (York County) comprised of 24 one bedroom, and 116 two bedroom units that is located in 17 buildings. A total of 15 units will be set aside at 40% AMI, and 125 units will be set aside at 50% AMI.

**PHA or Section 8 Notification Letter**

We Appreciate your assistance with identifying qualified tenants.

If you have any questions about the proposed development, please call me at 540-523-1946.

Please acknowledge receipt of this letter by signing below and returning it to me.

Sincerely yours.

Name Andrew S. Davenport

Title Vice President of Multifamily Development

**To be completed by the Local Housing Authority or Sec 8 Administrator:**

Seen and acknowledged by: Abbitt Woodall

Printed Name: Abbitt Woodall

Title: Housing and Neighborhood Revitalization Manager

Phone: (757) 890-4108

Date: February 5, 2025

# Tab M:

Intentionally Blank

# Tab N:

Homeownership Plan

Not Applicable



# Tab O:

Plan of Development Certification Letter



## Plan of Development Certification

**DATE:** November 27, 2024

**TO:** Virginia Housing  
601 South Belvidere Street  
Richmond, Virginia 23220  
Attention: Stephanie Flanders

**RE:** PLAN OF DEVELOPMENT CERTIFICATION

Name of Development:	<u>Yorktown RM Rehab Apartments</u>
Name of Owner/Applicant:	<u>Yorktown RM Rehab Apartments, LLC</u>
Name of Seller/Current Owner:	<u>Yorktown-Rivermeade LLC; Yorktown-Rivermeade II LLC; Yorktown-Yorktown Square II LLC</u>

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

### DEVELOPMENT DESCRIPTION:

Development Address:

100 Rivermeade Court, Yorktown, VA 2369 (GPIN#: O11d-4590-2400); 100 Townley Court, Yorktown, VA 23690 (GPIN#: P11c-0045-2346); 202 Barham Blvd., Yorktown, VA 23690 (GPIN#: O11b-4136-2616)

Legal Description:

See Attached

Plan of Development Number: \_\_\_\_\_

Proposed Improvements:

<input type="checkbox"/> New Construction:	_____ # Units	_____ # Buildings	_____ Total Floor Area
<input type="checkbox"/> Adaptive Reuse:	_____ # Units	_____ # Buildings	_____ Total Floor Area
<input checked="" type="checkbox"/> Rehabilitation:	140 # Units	17 # Buildings	113,737 Total Floor Area

Other Descriptive Information:

\_\_\_\_\_  
\_\_\_\_\_

**LOCAL CERTIFICATION:**

Check one of the following as appropriate:

- ☐ The proposed development described above has an approved final plan of development or site plan (as applicable to the site). No further plan of development or site plan approval is required before issuance of a building permit.
- ☒ The proposed development is an existing development with proposed renovations and no additional plan of development approval is needed.

The above plan of development approval is in effect until: \_\_\_\_\_

Signed

Dina Goode

Printed Name

Zoning & Code Enforcement Supervisor

Title

(757) 890-3540

Phone

11/27/2024

Date

NOTES TO LOCALITY:

1. Return this certification to the developer for inclusion in the tax credit application package.
2. Any change in this form may result in a reduction of points under the scoring system. If you have any questions, please contact the Tax Credit Allocation Department at [taxcreditapps@virginiahousing.com](mailto:taxcreditapps@virginiahousing.com).

# Tab P:

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

Not Applicable

# Tab Q:

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

## RENTAL ASSISTANCE AGREEMENT

CASE NO. 55-024-177538023
PROJECT NO. 01-6

This Agreement effective on the 1st day of JANUARY, 2024 between

YORKTOWN RIVERMEADE LLC

("borrower") and its successors and the United States of America acting through the Rural Housing Service ("the Government") pursuant to section 521 (a)(2)(A) of Title V of the Housing Act of 1949.

In consideration of the mutual covenants set forth, the Parties agree as follows:

**Section 1** The Government agrees to provide rental assistance in accordance with its governing rules and regulations for the number of units of housing provided according to the attached Form RD 3560-51 (Part III), "Multiple Housing Obligation-Fund Analysis," or RD 3560-55, "Multiple Family Housing Transfer of Rental Assistance," for the project located

at 100 RIVERMEADE CT, YORKTOWN, VA 23690

and known as RIVERMEADE I consisting of 48 units. The Government will pay the difference between the Government approved shelter cost for the project and the monthly tenant contribution as calculated and certified for each tenant household on Form RD 3560-8, "Tenant Certification." Additional attachments of Form 3560-51 (Part III) or Form RD 3560-55 may be made to, and shall become a part of, this Agreement when properly identified by case number, project number, dated, and duly executed by both parties.

**Section 2** The borrower agrees to abide by the present and future regulations of the Government in the administration of this program.

**Section 3** Borrower agrees to use due diligence in the verification and certification of tenants' incomes.

**Section 4** In the event that any tenant suffers a hardship because rental assistance may not be available in the project because of the limitations on the number of units from the Government, the borrower may request additional units. If the Government provides additional units, then copies of the obligation screens will be attached by the Government to, and become a part of, this Agreement.

**Section 5** Borrower agrees to comply with Government priorities for selecting tenants that receive rental assistance.

### **Section 6 Provisions Applicable if the Borrower is a Cooperative -**

When the Borrower is a Cooperative:

(a) The term "tenant or occupant" will include a member of a cooperative. The term "household contribution" or "rent" will include the charges under the occupancy agreement between the member and the cooperative.

(b) A member of a cooperative approved for rental assistance shall agree upon a sale of their membership, any equity attributable to supplemental rent payments will be paid to the Government through the cooperative.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0189. The time required to complete this information collection 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.

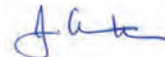
**Section 7 Renegotiation, Modification, Transfer, Termination -**

- (a) The provisions of the Agreement may be modified, amended, or terminated, upon written agreement of the parties.
- (b) If the borrower defaults under any provision of the loan agreement, resolution, note, interest credit agreement, security instrument, or other supplementary or related agreements, or violates any program regulations, then the Government may suspend or terminate this Agreement on any specified date following the default.
- (c) If the Government determines that rental assistance units are not being used after initial rent-up or are not needed because of a lack of eligible tenants in the area, then they may be transferred to another project .

**Section 8 Term of Agreement and Condition for Termination -**

- (a) This Agreement and its attachments, and any additional rental assistance will expire automatically upon total disbursement or credit of rental assistance to the borrower's account, unless earlier suspended, transferred or terminated according to section 7 of this Agreement.
- (b) The attachments, Form RD 3560-51 (Part III) or RD 3560-55, to this Agreement are not renewable. If additional rental assistance is needed, the borrower may submit a "Request for Rental Assistance" on Form RD 3560-7 (Budget) at anytime. If additional or replacement units are provided, a copy of the AMAS Screen MIBI will be attached to and become a part this Agreement.

**Section 9 Special Conditions** - The borrower agrees that RD may attach a duly executed Form RD 3560-51 (Part III) or RD 3560-55, to this Agreement and that it becomes a part hereof, and may be identified in Section 10 below.



(Borrower)

YORKTOWN RIVERMEADE LLC

Andy Hall, Chief Operating Officer

RURAL HOUSING SERVICE

By: \_\_\_\_\_

AREA SPECIALIST

Date: \_\_\_\_\_

**Section 10 Record of Attachments For RD 3560-51 (Part III) or RD 3560-55**

AGREEMENT	#	<u>210100</u>	#	UNITS	<u>10</u>	\$ <u>34,000.00</u>
AGREEMENT	#	<u>210200</u>	#	UNITS	<u>12</u>	\$ <u>40,800.00</u>
AGREEMENT	#	<u>210300</u>	#	UNITS	<u>2</u>	\$ <u>6,800.00</u>
AGREEMENT	#	<u>220100</u>	#	UNITS	<u>26</u>	\$ <u>136,247.00</u>
AGREEMENT	#	<u>240100</u>	#	UNITS	<u>26</u>	\$ <u>140,715.00</u>
AGREEMENT	#	_____	#	UNITS	_____	\$ _____
AGREEMENT	#	_____	#	UNITS	_____	\$ _____
AGREEMENT	#	_____	#	UNITS	_____	\$ _____
AGREEMENT	#	_____	#	UNITS	_____	\$ _____
AGREEMENT	#	_____	#	UNITS	_____	\$ _____



**MULTI FAMILY HOUSING  
OBLIGATION - FUND ANALYSIS  
PART III**

OBLIGATION/DEOBLIGATION OF RENTAL ASSISTANCE

44. CASE NUMBER  <b>55-024-177538023</b>		45. BORROWER NAME  <b>YORKTOWN-RIVERMEADE LLC</b>	
46. PROJECT NUMBER  <b>016</b>	47. RA AGREEMENT NUMBER  <b>240100</b>	48. TYPE OF UNITS  <b>B</b>	49. TYPE OF ACTION  <b>1</b>
COMPLETE FOR OBLIGATION OF RA			
50. NUMBER OF UNITS RECEIVE RENTAL ASSISTANCE  <b>26</b>		51. AMOUNT OF RA OBLIGATION  <b>\$140,715.00</b>	
COMPLETE FOR DEOBLIGATION OF RA			
52. NUMBER OF UNITS DEOBLIGATED		53. AMOUNT OF RA DEOBLIGATION	

54. REMARKS

**Replaces Agreement No: 220100**

55. I HAVE REVIEWED THE BORROWER'S REQUEST FOR RENTAL ASSISTANCE FOR THE PROJECT AND REQUEST OBLIGATION OR DEOBLIGATION OF RENTAL ASSISTANCE FOR THE ABOVE.

DATE OF APPROVAL 20,DEC , 20 23

DATE OF OBLIGATION \_\_\_\_\_ , 20 \_\_\_\_

  
\_\_\_\_\_  
SIGNATURE OF APPROVAL OFFICIAL



## RENTAL ASSISTANCE AGREEMENT

CASE NO. 55-024-177538023
PROJECT NO. 01-6

This Agreement effective on the 1st day of JANUARY, 2024 between

YORKTOWN RIVERMEADE LLC

("borrower") and its successors and the United States of America acting through the Rural Housing Service ("the Government") pursuant to section 521 (a)(2)(A) of Title V of the Housing Act of 1949.

In consideration of the mutual covenants set forth, the Parties agree as follows:

**Section 1** The Government agrees to provide rental assistance in accordance with its governing rules and regulations for the number of units of housing provided according to the attached Form RD 3560-51 (Part III), "Multiple Housing Obligation-Fund Analysis," or RD 3560-55, "Multiple Family Housing Transfer of Rental Assistance," for the project located

at 100 RIVERMEADE CT, YORKTOWN, VA 23690

and known as RIVERMEADE I consisting of 48 units. The Government will pay the difference between the Government approved shelter cost for the project and the monthly tenant contribution as calculated and certified for each tenant household on Form RD 3560-8, "Tenant Certification." Additional attachments of Form 3560-51 (Part III) or Form RD 3560-55 may be made to, and shall become a part of, this Agreement when properly identified by case number, project number, dated, and duly executed by both parties.

**Section 2** The borrower agrees to abide by the present and future regulations of the Government in the administration of this program.

**Section 3** Borrower agrees to use due diligence in the verification and certification of tenants' incomes.

**Section 4** In the event that any tenant suffers a hardship because rental assistance may not be available in the project because of the limitations on the number of units from the Government, the borrower may request additional units. If the Government provides additional units, then copies of the obligation screens will be attached by the Government to, and become a part of, this Agreement.

**Section 5** Borrower agrees to comply with Government priorities for selecting tenants that receive rental assistance.

### **Section 6 Provisions Applicable if the Borrower is a Cooperative -**

When the Borrower is a Cooperative:

(a) The term "tenant or occupant" will include a member of a cooperative. The term "household contribution" or "rent" will include the charges under the occupancy agreement between the member and the cooperative.

(b) A member of a cooperative approved for rental assistance shall agree upon a sale of their membership, any equity attributable to supplemental rent payments will be paid to the Government through the cooperative.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0189. The time required to complete this information collection 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.

**Section 7 Renegotiation, Modification, Transfer, Termination -**

- (a) The provisions of the Agreement may be modified, amended, or terminated, upon written agreement of the parties.
- (b) If the borrower defaults under any provision of the loan agreement, resolution, note, interest credit agreement, security instrument, or other supplementary or related agreements, or violates any program regulations, then the Government may suspend or terminate this Agreement on any specified date following the default.
- (c) If the Government determines that rental assistance units are not being used after initial rent-up or are not needed because of a lack of eligible tenants in the area, then they may be transferred to another project .

**Section 8 Term of Agreement and Condition for Termination -**

- (a) This Agreement and its attachments, and any additional rental assistance will expire automatically upon total disbursement or credit of rental assistance to the borrower's account, unless earlier suspended, transferred or terminated according to section 7 of this Agreement.
- (b) The attachments, Form RD 3560-51 (Part III) or RD 3560-55, to this Agreement are not renewable. If additional rental assistance is needed, the borrower may submit a "Request for Rental Assistance" on Form RD 3560-7 (Budget) at anytime. If additional or replacement units are provided, a copy of the AMAS Screen MIBI will be attached to and become a part this Agreement.

**Section 9 Special Conditions** - The borrower agrees that RD may attach a duly executed Form RD 3560-51 (Part III) or RD 3560-55, to this Agreement and that it becomes a part hereof, and may be identified in Section 10 below.



(Borrower)

YORKTOWN RIVERMEADE LLC

Andy Hall, Chief Operating Officer

RURAL HOUSING SERVICE

By: Mary Jones

AREA SPECIALIST

Date: \_\_\_\_\_

**Section 10 Record of Attachments For RD 3560-51 (Part III) or RD 3560-55**

AGREEMENT	#	<u>210100</u>	#	UNITS	<u>10</u>	\$ <u>34,000.00</u>
AGREEMENT	#	<u>210200</u>	#	UNITS	<u>12</u>	\$ <u>40,800.00</u>
AGREEMENT	#	<u>210300</u>	#	UNITS	<u>2</u>	\$ <u>6,800.00</u>
AGREEMENT	#	<u>220100</u>	#	UNITS	<u>26</u>	\$ <u>136,247.00</u>
AGREEMENT	#	<u>240100</u>	#	UNITS	<u>26</u>	\$ <u>140,715.00</u>
AGREEMENT	#	_____	#	UNITS	_____	\$ _____
AGREEMENT	#	_____	#	UNITS	_____	\$ _____
AGREEMENT	#	_____	#	UNITS	_____	\$ _____
AGREEMENT	#	_____	#	UNITS	_____	\$ _____
AGREEMENT	#	_____	#	UNITS	_____	\$ _____

**MULTI FAMILY HOUSING  
OBLIGATION - FUND ANALYSIS  
PART III**

OBLIGATION/DEOBLIGATION OF RENTAL ASSISTANCE

44. CASE NUMBER  <b>55-024-476854269</b>		45. BORROWER NAME  <b>YORKTOWN- RIVERMEADE II, LLC</b>	
46. PROJECT NUMBER  <b>021</b>	47. RA AGREEMENT NUMBER  <b>230100</b>	48. TYPE OF UNITS  <b>B</b>	49. TYPE OF ACTION  <b>1</b>
COMPLETE FOR OBLIGATION OF RA			
50. NUMBER OF UNITS RECEIVE RENTAL ASSISTANCE  <b>20</b>		51. AMOUNT OF RA OBLIGATION  <b>\$100,469.00</b>	
COMPLETE FOR DEOBLIGATION OF RA			
52. NUMBER OF UNITS DEOBLIGATED		53. AMOUNT OF RA DEOBLIGATION	

54. REMARKS

**Replaces Agreement Nos: 210200,210300,210400**

55. I HAVE REVIEWED THE BORROWER'S REQUEST FOR RENTAL ASSISTANCE FOR THE PROJECT AND REQUEST OBLIGATION OR DEOBLIGATION OF RENTAL ASSISTANCE FOR THE ABOVE.

DATE OF APPROVAL 06, APR , 20 23

  
SIGNATURE OF APPROVAL OFFICIAL

DATE OF OBLIGATION 06, APRIL , 20 23



## RENTAL ASSISTANCE AGREEMENT

CASE NO. 55-024-177538023
PROJECT NO. 01-6

This Agreement effective on the 1st day of JANUARY, 2024 between

YORKTOWN RIVERMEADE LLC

("borrower") and its successors and the United States of America acting through the Rural Housing Service ("the Government") pursuant to section 521 (a)(2)(A) of Title V of the Housing Act of 1949.

In consideration of the mutual covenants set forth, the Parties agree as follows:

**Section 1** The Government agrees to provide rental assistance in accordance with its governing rules and regulations for the number of units of housing provided according to the attached Form RD 3560-51 (Part III), "Multiple Housing Obligation-Fund Analysis," or RD 3560-55, "Multiple Family Housing Transfer of Rental Assistance," for the project located

at 100 RIVERMEADE CT, YORKTOWN, VA 23690

and known as RIVERMEADE I consisting of 48 units. The Government will pay the difference between the Government approved shelter cost for the project and the monthly tenant contribution as calculated and certified for each tenant household on Form RD 3560-8, "Tenant Certification." Additional attachments of Form 3560-51 (Part III) or Form RD 3560-55 may be made to, and shall become a part of, this Agreement when properly identified by case number, project number, dated, and duly executed by both parties.

**Section 2** The borrower agrees to abide by the present and future regulations of the Government in the administration of this program.

**Section 3** Borrower agrees to use due diligence in the verification and certification of tenants' incomes.

**Section 4** In the event that any tenant suffers a hardship because rental assistance may not be available in the project because of the limitations on the number of units from the Government, the borrower may request additional units. If the Government provides additional units, then copies of the obligation screens will be attached by the Government to, and become a part of, this Agreement.

**Section 5** Borrower agrees to comply with Government priorities for selecting tenants that receive rental assistance.

### **Section 6 Provisions Applicable if the Borrower is a Cooperative -**

When the Borrower is a Cooperative:

(a) The term "tenant or occupant" will include a member of a cooperative. The term "household contribution" or "rent" will include the charges under the occupancy agreement between the member and the cooperative.

(b) A member of a cooperative approved for rental assistance shall agree upon a sale of their membership, any equity attributable to supplemental rent payments will be paid to the Government through the cooperative.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0189. The time required to complete this information collection 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.

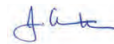
**Section 7 Renegotiation, Modification, Transfer, Termination -**

- (a) The provisions of the Agreement may be modified, amended, or terminated, upon written agreement of the parties.
- (b) If the borrower defaults under any provision of the loan agreement, resolution, note, interest credit agreement, security instrument, or other supplementary or related agreements, or violates any program regulations, then the Government may suspend or terminate this Agreement on any specified date following the default.
- (c) If the Government determines that rental assistance units are not being used after initial rent-up or are not needed because of a lack of eligible tenants in the area, then they may be transferred to another project .

**Section 8 Term of Agreement and Condition for Termination -**

- (a) This Agreement and its attachments, and any additional rental assistance will expire automatically upon total disbursement or credit of rental assistance to the borrower's account, unless earlier suspended, transferred or terminated according to section 7 of this Agreement.
- (b) The attachments, Form RD 3560-51 (Part III) or RD 3560-55, to this Agreement are not renewable. If additional rental assistance is needed, the borrower may submit a "Request for Rental Assistance" on Form RD 3560-7 (Budget) at anytime. If additional or replacement units are provided, a copy of the AMAS Screen MIBI will be attached to and become a part this Agreement.

**Section 9 Special Conditions** - The borrower agrees that RD may attach a duly executed Form RD 3560-51 (Part III) or RD 3560-55, to this Agreement and that it becomes a part hereof, and may be identified in Section 10 below.



(Borrower)

YORKTOWN RIVERMEADE LLC

Andy Hall, Chief Operating Officer

RURAL HOUSING SERVICE

By: \_\_\_\_\_

AREA SPECIALIST

Date: \_\_\_\_\_

**Section 10 Record of Attachments For RD 3560-51 (Part III) or RD 3560-55**

AGREEMENT	#	<u>210100</u>	#	UNITS	<u>10</u>	\$ <u>34,000.00</u>
AGREEMENT	#	<u>210200</u>	#	UNITS	<u>12</u>	\$ <u>40,800.00</u>
AGREEMENT	#	<u>210300</u>	#	UNITS	<u>2</u>	\$ <u>6,800.00</u>
AGREEMENT	#	<u>220100</u>	#	UNITS	<u>26</u>	\$ <u>136,247.00</u>
AGREEMENT	#	<u>240100</u>	#	UNITS	<u>26</u>	\$ <u>140,715.00</u>
AGREEMENT	#	_____	#	UNITS	_____	\$ _____
AGREEMENT	#	_____	#	UNITS	_____	\$ _____
AGREEMENT	#	_____	#	UNITS	_____	\$ _____
AGREEMENT	#	_____	#	UNITS	_____	\$ _____
AGREEMENT	#	_____	#	UNITS	_____	\$ _____



**MULTI FAMILY HOUSING  
OBLIGATION - FUND ANALYSIS  
PART III**

OBLIGATION/DEOBLIGATION OF RENTAL ASSISTANCE			
44. CASE NUMBER  <b>55-024-396090769</b>		45. BORROWER NAME  <b>YORKTOWN-YORKTOWN SQUAR</b>	
46. PROJECT NUMBER  <b>019</b>	47. RA AGREEMENT NUMBER  <b>240100</b>	48. TYPE OF UNITS  <b>B</b>	49. TYPE OF ACTION  <b>1</b>
COMPLETE FOR OBLIGATION OF RA			
50. NUMBER OF UNITS RECEIVE RENTAL ASSISTANCE  <b>39</b>		51. AMOUNT OF RA OBLIGATION  <b>\$233,569.00</b>	
COMPLETE FOR DEOBLIGATION OF RA			
52. NUMBER OF UNITS DEOBLIGATED		53. AMOUNT OF RA DEOBLIGATION	
54. REMARKS  <b>Replaces Agreement No: 220100</b>			

55. I HAVE REVIEWED THE BORROWER'S REQUEST FOR RENTAL ASSISTANCE FOR THE PROJECT AND REQUEST OBLIGATION OR DEOBLIGATION OF RENTAL ASSISTANCE FOR THE ABOVE.

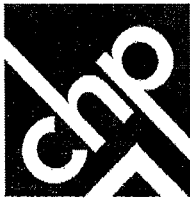
DATE OF APPROVAL 06,NOV , 20 23

DATE OF OBLIGATION \_\_\_\_\_ , 20 \_\_\_\_\_

  
\_\_\_\_\_  
SIGNATURE OF APPROVAL OFFICIAL

# Tab R:

Documentation of Utility Allowance calculation



# PROPERTY MANAGEMENT

Community Housing Partners  
www.CommunityHousingPartners.org

448 Depot Street NE, Christiansburg, VA 24073 | (540) 382-2002, TTY: 711, fax: (540) 382-1935



Rivermeade Apartments  
100 Rivermeade Ct.  
Yorktown, VA 23690  
Phone: 757-887-9145 | Fax: 757-887-3739  
[rivermeade@chpc2.org](mailto:rivermeade@chpc2.org)  
TTY 711

## NOTICE TO TENANTS AT YORKTOWN-RIVERMEADE I APARTMENTS OF PROPOSED RENT AND UTILITY ALLOWANCE CHANGE

October 1, 2024

Dear Yorktown-Rivermeade I Residents:

You, as a tenant at Yorktown-Rivermeade I Apartments, are hereby notified that, subject to approval by Rural Development, rents and/or utility allowances may be changed effective **January 1, 2025**.

Yorktown-Rivermeade I, LLC has filed a request for approval of a change in the monthly rent and/or utility allowances as Rivermeade I Apartments with Rural Development of the U.S. Department of Agriculture for the following reasons:

1. Rise in maintenance & operating costs
2. Rise in utility costs
3. Rise in administrative costs

Planned rent changes are as follows:

Unit Size	Present Rent (Occupancy Charge)		Proposed Rent (Occupancy Charge)		Amount of Change
	Basic	Note Rent	Basic	Note Rent	
1 Bedroom	\$715	\$869	\$779	\$993	+\$64
2 Bedroom 40%	\$671	\$960	\$731	\$1020	+\$60
2 Bedroom 50%	\$819	\$973	\$893	\$1047	+\$74

Planned utility allowance changes are as follows:

Unit Size	Present Utility Allowance	Proposed Utility Allowance	Amount of Change
1 Bedroom	\$63	\$68	+\$5

*We are an equal housing opportunity provider. We do not discriminate on the basis of race, color, sex, national origin, religion, disability or familial status (having children under age 18), or any other legally protected characteristic. We do not interfere, threaten, or coerce persons in the exercise of their fair housing rights. We do not retaliate against persons who have asserted their rights or persons who have assisted someone in asserting their rights.*

*"USDA is an equal opportunity provider, employer, and lender."*

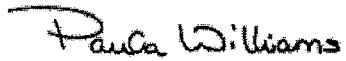
*"Community Housing Partners institution is an equal opportunity provider, employer, and lender."*

*"El Departamento de Agricultura de Estados Unidos (USDA) es un proveedor, empleador y prestador que ofrece igualdad de oportunidades."  
"Esta institución es un proveedor de servicios con igualdad de oportunidades."*

2 Bedroom	\$84	\$106	+\$22
-----------	------	-------	-------

All materials justifying the proposed changes have been reviewed by Rural Development and will be made available to you and other tenants at Rivermeade I Apartments to inspect and copy at 100 Rivermeade Ct., Yorktown, VA 23690 on the following dates and times: Tuesday & Thursday 8:00 a.m. to 4:30 p.m. You may submit comments or objections in writing to Rural Development during the 20-day period immediately following the posting of this notice. Comments or objections should include reasons or information you feel should be considered by the Agency. Your comments or objections must be filed prior to October 20, 2024 with Mary Jones located at: USDA Rural Development 22329 Main Street, Bldg. #2, Courtland, VA 23837. These comments will be reviewed by Rural Development and forwarded to the official who will decide if the changes should be approved.

Each tenant at Rivermeade I Apartments will be notified in writing of any Rural Development's decision to deny or modify the change. If no further notification, the change will be implemented as stated in this notice. The approved rents and utility allowances will then be effective upon the effective date given above. **If you receive Rental Assistance, and the portion of the rent that you pay will either remain the same or decrease, you will not receive another written notice of an increase in rent.** If you receive Rental Assistance, and the portion of the rent that you pay will increase, you will receive a 60-day notice of this increase.



Borrower/Borrower's Representative



## PROPERTY MANAGEMENT

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



Rivermeade Apartments  
100 Rivermeade Ct.  
Yorktown, VA 23690  
Phone: 757-887-9145 | Fax: 757-887-3739  
[rivermeade@chpc2.org](mailto:rivermeade@chpc2.org)  
TTY 711

### NOTICE TO TENANTS AT YORKTOWN-RIVERMEADE II APARTMENTS OF PROPOSED RENT AND UTILITY ALLOWANCE CHANGE

October 1, 2024

Dear Yorktown-Rivermeade II Residents:

You, as a tenant at Yorktown-Rivermeade II Apartments, are hereby notified that, subject to approval by Rural Development, rents and/or utility allowances may be changed effective **January 1, 2025**.

Yorktown-Rivermeade II, LLC has filed a request for approval of a change in the monthly rent and/or utility allowances as Rivermeade II Apartments with Rural Development of the U.S. Department of Agriculture for the following reasons:

1. Rise in maintenance & operating costs
2. Rise in utility costs
3. Rise in administrative costs

Planned rent changes are as follows:

Unit Size	Present Rent (Occupancy Charge)		Proposed Rent (Occupancy Charge)		Amount of Change
	Basic	Note Rent	Basic	Note Rent	
2 Bedroom 40%	\$720	\$990	\$778	\$1048	+\$58
2 Bedroom 50%	\$853	\$1008	\$921	\$1076	+\$68

Planned utility allowance changes are as follows:

Unit Size	Present Utility Allowance	Proposed Utility Allowance	Amount of Change
2 Bedroom	\$65	\$79	+\$14

*We are an equal housing opportunity provider. We do not discriminate on the basis of race, color, sex, national origin, religion, disability or familial status (having children under age 18), or any other legally protected characteristic. We do not interfere, threaten, or coerce persons in the exercise of their fair housing rights. We do not retaliate against persons who have asserted their rights or persons who have assisted someone in asserting their rights.*

*"USDA is an equal opportunity provider, employer, and lender."*

*"Community Housing Partners institution is an equal opportunity provider, employer, and lender."*


*"El Departamento de Agricultura de Estados Unidos (USDA) es un*

*proveedor, empleador y prestador que ofrece igualdad de oportunidades."*

*"Esta institución es un proveedor de servicios con igualdad de oportunidades."*

All materials justifying the proposed changes have been reviewed by Rural Development and will be made available to you and other tenants at Rivermeade II Apartments to inspect and copy at 100 Rivermeade Ct., Yorktown, VA 23690 on the following dates and times: Tuesday & Thursday 8:00 a.m. to 4:30 p.m. You may submit comments or objections in writing to Rural Development during the 20-day period immediately following the posting of this notice. Comments or objections should include reasons or information you feel should be considered by the Agency. Your comments or objections must be filed prior to October 20, 2024 with Mary Jones located at: USDA Rural Development 22329 Main Street, Bldg. #2, Courtland, VA 23837. These comments will be reviewed by Rural Development and forwarded to the official who will decide if the changes should be approved.

Each tenant at Rivermeade II Apartments will be notified in writing of any Rural Development's decision to deny or modify the change. If no further notification, the change will be implemented as stated in this notice. The approved rents and utility allowances will then be effective upon the effective date given above. **If you receive Rental Assistance, and the portion of the rent that you pay will either remain the same or decrease, you will not receive another written notice of an increase in rent.** If you receive Rental Assistance, and the portion of the rent that you pay will increase, you will receive a 60-day notice of this increase.



---

Borrower/Borrower's Representative



# PROPERTY MANAGEMENT

Community Housing Partners  
www.CommunityHousingPartners.org

448 Depot Street NE, Christiansburg, VA 24075 | (540) 382-2002, TTY: 711, fax: (540) 382-1935



Yorktown Square II Apartments  
100 Rivermeade Ct.  
Yorktown, VA 23690  
Phone: 757-887-9145 | Fax: 757-887-3739  
[yorktown@chpc2.org](mailto:yorktown@chpc2.org)  
TTY 711

## NOTICE TO TENANTS AT YORKTOWN-YORKTOWN SQUARE II APARTMENTS OF PROPOSED RENT AND UTILITY ALLOWANCE CHANGE

October 1, 2024

Dear Yorktown-Yorktown Square II Residents:

You, as a tenant at Yorktown-Yorktown Square II Apartments, are hereby notified that, subject to approval by Rural Development, rents and/or utility allowances may be changed effective **January 1, 2025**.

Yorktown-Yorktown Square II, LLC has filed a request for approval of a change in the monthly rent and/or utility allowances as Yorktown Square II Apartments with Rural Development of the U.S. Department of Agriculture for the following reasons:

1. Rise in maintenance & operating costs
2. Rise in utility costs
3. Rise in administrative costs

Planned rent changes are as follows:

Unit Size	Present Rent (Occupancy Charge)		Proposed Rent (Occupancy Charge)		Amount of Change
	Basic	Note Rent	Basic	Note Rent	
1 Bedroom 50%	\$727	\$742	\$792	\$807	+\$65
2 Bedroom 40%	\$691	\$794	\$753	\$856	+\$62
2 Bedroom 50%	\$786	\$801	\$857	\$872	+\$71

Planned utility allowance changes are as follows:

*We are an equal housing opportunity provider. We do not discriminate on the basis of race, color, sex, national origin, religion, disability or familial status (having children under age 18), or any other legally protected characteristic. We do not interfere, threaten, or coerce persons in the exercise of their fair housing rights. We do not retaliate against persons who have asserted their rights or persons who have assisted someone in asserting their rights.*

*"USDA is an equal opportunity provider, employer, and lender."*

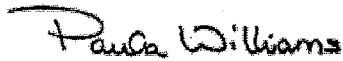
*"Community Housing Partners institution is an equal opportunity provider, employer, and lender."*

*"El Departamento de Agricultura de Estados Unidos (USDA) es un proveedor, empleador y prestador que ofrece igualdad de oportunidades."  
"Esta institución es un proveedor de servicios con igualdad de oportunidades."*

Unit Size	Present Utility Allowance	Proposed Utility Allowance	Amount of Change
1 Bedroom	\$52	\$56	+\$4
2 Bedroom	\$77	\$81	+\$4

All materials justifying the proposed changes have been reviewed by Rural Development and will be made available to you and other tenants at Yorktown Square II Apartments to inspect and copy at 100 Rivermeade Ct. Yorktown, VA 23690 on the following dates and times: Tuesday & Thursday 8:00 a.m. to 4:30 p.m. You may submit comments or objections in writing to Rural Development during the 20-day period immediately following the posting of this notice. Comments or objections should include reasons or information you feel should be considered by the Agency. Your comments or objections must be filed prior to October 20, 2024 with Mary Jones located at: USDA Rural Development 22329 Main Street, Bldg. #2, Courtland, VA 23837. These comments will be reviewed by Rural Development and forwarded to the official who will decide if the changes should be approved.

Each tenant at Yorktown Square II Apartments will be notified in writing of any Rural Development's decision to deny or modify the change. If no further notification, the change will be implemented as stated in this notice. The approved rents and utility allowances will then be effective upon the effective date given above. **If you receive Rental Assistance, and the portion of the rent that you pay will either remain the same or decrease, you will not receive another written notice of an increase in rent.** If you receive Rental Assistance, and the portion of the rent that you pay will increase, you will receive a 60-day notice of this increase.



Borrower/Borrower's Representative





## Virginia Housing | Housing Choice Voucher Program

### Allowances for Tenant-Furnished Utilities and Other Services

Family Name: \_\_\_\_\_

Unit Address: \_\_\_\_\_

Voucher Size\*: \_\_\_\_\_ Unit Bedroom Size\*: \_\_\_\_\_

*\*Use smaller size to calculate tenant-supplied utilities and appliances.*

		Unit Type: 2 Exposed Walls				Effective Date: 07/01/2024			
Utility	Usage	Monthly Dollar Amount							
		0 BR	1 BR	2BR	3BR	4BR	5 BR	6 BR	7BR
Appliance	Range/Microwave	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00
	Refrigerator	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00
Bottled Gas	Cooking	\$11.00	\$15.00	\$20.00	\$24.00	\$31.00	\$35.00	\$40.00	\$44.00
	Home Heating	\$65.00	\$90.00	\$117.00	\$142.00	\$181.00	\$207.00	\$232.00	\$258.00
	Water Heating	\$27.00	\$37.00	\$48.00	\$58.00	\$74.00	\$85.00	\$95.00	\$106.00
Electricity	Cooking	\$4.00	\$5.00	\$6.00	\$8.00	\$10.00	\$11.00	\$13.00	\$14.00
	Cooling (A/C)	\$7.00	\$9.00	\$13.00	\$15.00	\$19.00	\$22.00	\$24.00	\$27.00
	Home Heating	\$26.00	\$36.00	\$46.00	\$57.00	\$72.00	\$82.00	\$92.00	\$103.00
	Other Electric	\$14.00	\$20.00	\$25.00	\$31.00	\$39.00	\$45.00	\$50.00	\$56.00
	Water Heating	\$12.00	\$17.00	\$22.00	\$26.00	\$34.00	\$38.00	\$43.00	\$48.00
Natural Gas	Cooking	\$2.00	\$2.00	\$3.00	\$3.00	\$4.00	\$5.00	\$5.00	\$6.00
	Home Heating	\$9.00	\$13.00	\$16.00	\$20.00	\$25.00	\$28.00	\$33.00	\$36.00
	Water Heating	\$4.00	\$5.00	\$6.00	\$8.00	\$10.00	\$11.00	\$13.00	\$14.00
Oil	Home Heating	\$51.00	\$72.00	\$92.00	\$113.00	\$144.00	\$165.00	\$185.00	\$206.00
	Water Heating	\$21.00	\$29.00	\$38.00	\$46.00	\$59.00	\$67.00	\$76.00	\$84.00
Sewer	Other	\$24.00	\$33.00	\$42.00	\$52.00	\$66.00	\$75.00	\$85.00	\$94.00
Trash Collection	Other	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00
Water	Other	\$19.00	\$27.00	\$34.00	\$42.00	\$53.00	\$61.00	\$68.00	\$76.00
UTILITY ALLOWANCE TOTAL:		\$	\$	\$	\$	\$	\$	\$	\$

## Virginia Housing | Housing Choice Voucher Program

### Allowances for Tenant-Furnished Utilities and Other Services

Family Name: \_\_\_\_\_

Unit Address: \_\_\_\_\_

Voucher Size\*: \_\_\_\_\_ Unit Bedroom Size\*: \_\_\_\_\_

*\*Use smaller size to calculate tenant-supplied utilities and appliances.*

		Unit Type: 3 Exposed Walls				Effective Date: 07/01/2024			
Utility	Usage	Monthly Dollar Amount							
		0 BR	1 BR	2BR	3BR	4BR	5 BR	6 BR	7BR
Appliance	Range/Microwave	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00
	Refrigerator	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00
Bottled Gas	Cooking	\$11.00	\$15.00	\$20.00	\$24.00	\$31.00	\$35.00	\$40.00	\$44.00
	Home Heating	\$72.00	\$99.00	\$129.00	\$156.00	\$199.00	\$228.00	\$255.00	\$284.00
	Water Heating	\$27.00	\$37.00	\$48.00	\$58.00	\$74.00	\$85.00	\$95.00	\$106.00
Electricity	Cooking	\$4.00	\$5.00	\$6.00	\$8.00	\$10.00	\$11.00	\$13.00	\$14.00
	Cooling (A/C)	\$8.00	\$10.00	\$14.00	\$17.00	\$21.00	\$24.00	\$26.00	\$30.00
	Home Heating	\$29.00	\$40.00	\$51.00	\$63.00	\$79.00	\$90.00	\$101.00	\$113.00
	Other Electric	\$14.00	\$20.00	\$25.00	\$31.00	\$39.00	\$45.00	\$50.00	\$56.00
	Water Heating	\$12.00	\$17.00	\$22.00	\$26.00	\$34.00	\$38.00	\$43.00	\$48.00
Natural Gas	Cooking	\$2.00	\$2.00	\$3.00	\$3.00	\$4.00	\$5.00	\$5.00	\$6.00
	Home Heating	\$10.00	\$14.00	\$18.00	\$22.00	\$28.00	\$31.00	\$36.00	\$40.00
	Water Heating	\$4.00	\$5.00	\$6.00	\$8.00	\$10.00	\$11.00	\$13.00	\$14.00
Oil	Home Heating	\$56.00	\$79.00	\$101.00	\$124.00	\$158.00	\$182.00	\$204.00	\$227.00
	Water Heating	\$21.00	\$29.00	\$38.00	\$46.00	\$59.00	\$67.00	\$76.00	\$84.00
Sewer	Other	\$24.00	\$33.00	\$42.00	\$52.00	\$66.00	\$75.00	\$85.00	\$94.00
Trash Collection	Other	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00
Water	Other	\$19.00	\$27.00	\$34.00	\$42.00	\$53.00	\$61.00	\$68.00	\$76.00
UTILITY ALLOWANCE TOTAL:		\$	\$	\$	\$	\$	\$	\$	\$

## Virginia Housing | Housing Choice Voucher Program

### Allowances for Tenant-Furnished Utilities and Other Services

Family Name: \_\_\_\_\_

Unit Address: \_\_\_\_\_

Voucher Size\*: \_\_\_\_\_ Unit Bedroom Size\*: \_\_\_\_\_

*\*Use smaller size to calculate tenant-supplied utilities and appliances.*

		Unit Type: 4 Exposed Walls				Effective Date: 07/01/2024			
Utility	Usage	Monthly Dollar Amount							
		0 BR	1 BR	2BR	3BR	4BR	5 BR	6 BR	7BR
Appliance	Range/Microwave	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00
	Refrigerator	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00
Bottled Gas	Cooking	\$11.00	\$15.00	\$20.00	\$24.00	\$31.00	\$35.00	\$40.00	\$44.00
	Home Heating	\$83.00	\$114.00	\$148.00	\$179.00	\$229.00	\$262.00	\$293.00	\$327.00
	Water Heating	\$27.00	\$37.00	\$48.00	\$58.00	\$74.00	\$85.00	\$95.00	\$106.00
Electricity	Cooking	\$4.00	\$5.00	\$6.00	\$8.00	\$10.00	\$11.00	\$13.00	\$14.00
	Cooling (A/C)	\$9.00	\$12.00	\$16.00	\$20.00	\$24.00	\$28.00	\$30.00	\$35.00
	Home Heating	\$33.00	\$46.00	\$59.00	\$72.00	\$91.00	\$104.00	\$116.00	\$130.00
	Other Electric	\$14.00	\$20.00	\$25.00	\$31.00	\$39.00	\$45.00	\$50.00	\$56.00
	Water Heating	\$12.00	\$17.00	\$22.00	\$26.00	\$34.00	\$38.00	\$43.00	\$48.00
Natural Gas	Cooking	\$2.00	\$2.00	\$3.00	\$3.00	\$4.00	\$5.00	\$5.00	\$6.00
	Home Heating	\$12.00	\$16.00	\$21.00	\$25.00	\$33.00	\$36.00	\$41.00	\$46.00
	Water Heating	\$4.00	\$5.00	\$6.00	\$8.00	\$10.00	\$11.00	\$13.00	\$14.00
Oil	Home Heating	\$64.00	\$91.00	\$116.00	\$143.00	\$182.00	\$209.00	\$235.00	\$261.00
	Water Heating	\$21.00	\$29.00	\$38.00	\$46.00	\$59.00	\$67.00	\$76.00	\$84.00
Sewer	Other	\$24.00	\$33.00	\$42.00	\$52.00	\$66.00	\$75.00	\$85.00	\$94.00
Trash Collection	Other	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00
Water	Other	\$19.00	\$27.00	\$34.00	\$42.00	\$53.00	\$61.00	\$68.00	\$76.00
UTILITY ALLOWANCE TOTAL:		\$	\$	\$	\$	\$	\$	\$	\$



**Note on Vacancy Rate Assumption  
Yorktown RM Rehab Apartments  
2025 LIHTC Application  
VHDA TRACKING # 2025-TEB-105**

The Yorktown RM Rehab Apartments application is using a 5 percent vacancy rate versus the standard 7 percent vacancy rate. We feel that the 5 percent rate is justified based on historical data. According to the Market Study conducted by Bowen National Research, the subsidized tax credit units are 100% occupied in the primary market area of Yorktown RM Rehab Apartments. The current occupancy rate on average for the past twelve months is over 96% (see property YARDI reports on following pages). The scope of rehab should further enhance the curb appeal of Yorktown RM Rehab Apartments, which in turn should increase occupancy rates. Given this fact pattern we believe we are justified in underwriting to a 5 percent vacancy rate.

Government-Subsidized

The government-subsidized units in the Site PMA are summarized as follows.

Subsidized Tax Credit					
Bedroom	Baths	Units	Distribution	Vacancy	% Vacant
One-Bedroom	1.0	24	6.5%	0	0.0%
Two-Bedroom	1.0	245	66.6%	0	0.0%
Three-Bedroom	1.5	86	23.4%	0	0.0%
Three-Bedroom	2.0	3	0.8%	0	0.0%
Four-Bedroom	1.5	8	2.2%	0	0.0%
Four-Bedroom	2.0	2	0.5%	0	0.0%
Total Subsidized Tax Credit		368	100.0%	0	0.0%

The subsidized Tax Credit units are 100.0% occupied. This is a good indication of strong demand for rental product which is affordable to very low-income households within this market. Considering the subject project will offer a subsidy available to most units, the property will be able to accommodate very low-income households.

Source: Bowen National Research Market Study

12 Month Occupancy

Rivermeade I - 48 (432)

Month Year = 01/2025

Property	Name	Units	Sq Ft	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Rural Development (RD)															
432	Rivermeade I - 48	48.00	39,560.00	97.98	97.96	97.53	96.53	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Weighted Average :		48.00	39,560.00	97.98	97.96	97.53	96.53	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Overall Weighted Average :		48.00	39,560.00	97.98	97.96	97.53	96.53	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

12 Month Occupancy

Rivermeade I - 48 (432)

Month Year = 01/2024

Property	Name	Units	Sq Ft	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Rural Development (RD)															
432	Rivermeade I - 48	48.00	39,560.00	91.50	91.72	97.99	100.00	99.07	97.67	95.99	96.40	96.01	92.14	99.72	99.13
Weighted Average :		48.00	39,560.00	91.50	91.72	97.99	100.00	99.07	97.67	95.99	96.40	96.01	92.14	99.72	99.13
Overall Weighted Average :		48.00	39,560.00	91.50	91.72	97.99	100.00	99.07	97.67	95.99	96.40	96.01	92.14	99.72	99.13



12 Month Occupancy

Rivermeade II - 32 (433)

Month Year = 01/2025

Property	Name	Units	Sq Ft	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Rural Development (RD)															
433	Rivermeade II - 32	32.00	28,800.00	99.09	100.00	100.00	97.08	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Weighted Average :		32.00	28,800.00	99.09	100.00	100.00	97.08	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Overall Weighted Average :		32.00	28,800.00	99.09	100.00	100.00	97.08	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

12 Month Occupancy

Rivermeade II - 32 (433)

Month Year = 01/2024

Property	Name	Units	Sq Ft	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Rural Development (RD)															
433	Rivermeade II - 32	32.00	28,800.00	85.06	88.15	90.42	90.63	92.24	96.88	98.49	96.88	95.21	96.88	95.42	95.36
Weighted Average :		32.00	28,800.00	85.06	88.15	90.42	90.63	92.24	96.88	98.49	96.88	95.21	96.88	95.42	95.36
Overall Weighted Average :		32.00	28,800.00	85.06	88.15	90.42	90.63	92.24	96.88	98.49	96.88	95.21	96.88	95.42	95.36

12 Month Occupancy

Yorktown Square II - 60 (435)

Month Year = 01/2025

Property	Name	Units	Sq Ft	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Rural Development (RD)																AVERAGE
435	Yorktown Square II - 60	60.00	46,800.00	97.37	95.07	98.28	100.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	97.68
Weighted Average :		60.00	46,800.00	97.37	95.07	98.28	100.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Overall Weighted Average :		60.00	46,800.00	97.37	95.07	98.28	100.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	

12 Month Occupancy

Yorktown Square II - 60 (435)

Month Year = 01/2024

Property	Name	Units	Sq Ft	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Rural Development (RD)																AVERAGE
435	Yorktown Square II - 60	60.00	46,800.00	90.01	91.67	93.01	95.50	97.29	96.17	96.72	96.51	97.58	98.23	98.39	99.03	95.84
Weighted Average :		60.00	46,800.00	90.01	91.67	93.01	95.50	97.29	96.17	96.72	96.51	97.58	98.23	98.39	99.03	
Overall Weighted Average :		60.00	46,800.00	90.01	91.67	93.01	95.50	97.29	96.17	96.72	96.51	97.58	98.23	98.39	99.03	

# Tab S:

Supportive House Certification and/or  
Resident Well Being MOU

Not Applicable

# Tab T:

Funding Documentation

# Funding Documentation

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## CONTENTS

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[Funding Commitments – Rivermeade I](#)

[Funding Commitments – Rivermeade II](#)

[Funding Commitments – Yorktown Square II](#)





COMMUNITY  
HOUSING PARTNERS

## Seller's Financing Commitment

Community Housing Partners

4915 Radford Avenue, Suite 300, Richmond, VA 23230 | (804) 343-7201, TTY: 711, fax: (804) 343-7208 | www.CommunityHousingPartners.org



April 30, 2025

Yorktown RM Rehab Apartments, LLC  
448 Depot Street NE  
Christiansburg, VA 24073

Re: **Seller's Financing Commitment**

To Whom It May Concern:

Please be aware that YORKTOWN-YORKTOWN SQUARE II, YORKTOWN-RIVERMEADE APARTMENTS, INC AND YORKTOWN-RIVERMEADE APARTMENTS II, INC. (collectively the Seller) has entered into an agreement to sell Yorktown Square II, Yorktown Rivermeade Apartments, and Yorktown Rivermeade Apartments II (collectively the Property), with Yorktown RM Rehab Apartments, LLC (the Buyer). The Seller commits a loan to the Buyer for the purchase of the Property under the terms and conditions described below:

<b>Amount</b>	\$7,076,663
<b>Term</b>	40 Years
<b>Priority of Lien</b>	10
<b>Amortization</b>	40 years
<b>Interest Rate</b>	2.50%
<b>Payment Rate</b>	As Available from Cash Flow

Sincerely,

Jeffrey K. Reed  
President





COMMUNITY  
HOUSING PARTNERS

## Interim Income Commitment

Community Housing Partners

4915 Radford Avenue, Suite 300, Richmond, VA 23230 | (804) 343-7201, TTY: 711, fax: (804) 343-7208 | [www.CommunityHousingPartners.org](http://www.CommunityHousingPartners.org)



April 30, 2025

Yorktown RM Rehab Apartments, LLC  
448 Depot Street NE  
Christiansburg, VA 24073

Re: Commitment of Interim Income

To Whom It May Concern:

Yorktown RM Rehab Apartments, LLC commits that it will provide Eight Hundred Seventeen Thousand One Hundred Sixty-Seven Dollars (\$817,167.00) from the operations of the property for the rehabilitation of Yorktown RM Rehab Apartments.

Sincerely,

Andrew S. Davenport  
Vice President





COMMUNITY  
HOUSING PARTNERS

## Deferred Developer Fee Commitment

April 30, 2025

Yorktown RM Rehab Apartments, LLC  
448 Depot Street NE  
Christiansburg, VA 24073

Re: Commitment of Deferred Developer Fee

To Whom It May Concern:

Please be aware that Community Housing Partners Corporation is acting as Developer for the above-named project. As such, we agree to defer \$991,336.00 of our Developer Fee ("Deferred Developer's Fee") as a loan from the Developer (Community Housing Partners Corporation), which shall be evidenced by a deferred fee note including the terms and conditions described below:

<b>Amount</b>	\$991,336
<b>Term</b>	13 Years
<b>Priority of Lien</b>	N/A
<b>Amortization</b>	N/A
<b>Interest Rate</b>	AFR
<b>Payment Rate</b>	As Available from Cash Flow

Sincerely,

Andrew S. Davenport

Vice President

Community Housing Partners  
www.CommunityHousingPartners.org

4915 Radford Avenue, Suite 300, Richmond, VA 23230 | (804) 343-7201, TTY: 711, fax: (804) 343-7208



Yorktown RM Rehab Apartments

FUNDING COMMITMENTS –

RIVERMEADE I



**United States Department of Agriculture  
Rural Development**

Virginia State Office

March 11, 2009

Community Housing Partners Corp.  
100 W. Franklin Street, Suite 300  
Richmond, VA 23220

**SUBJECT: Amended Loan Agreements  
Yorktown-Rivermeade I, LLC / Rivermeade I Apartments**

Dear Mr. Henry:

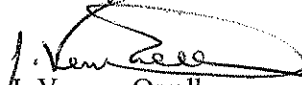
The subject transfer, processed in accordance with RD Instructions 3560 has been approved/closed subject to a subsequent review by the Office of Rental Housing Preservation (ORHP) in the Rural Development National Office. As you are aware the State Office worked with you to develop an increased return on investment (ROI) and post transfer reserve account annual required deposit requirements prior to submitting the transfer structure to ORHP for approval. We have received notice from ORHP that the submitted structure has been approved by the National Office. Accordingly, we have been advised to make the following adjustments to the loan agreement for this account. To put the new structure into effect the transferee needs to note its acceptance of the conditions as stated in the attachment to the loan agreement titled "Revision to Loan Agreement" and will execute the revision page and return to this office upon completion.

The revisions for the loan agreement(s) are as follows:

- Borrower Equity Contribution will be based on the amount of \$1,048,600 to be contributed by the Partnership's own funds.
- Reserve Account will be at rates not less than \$16,800 (first 3 yrs) and \$25,908 (thereafter) annually shall be made to the Reserve Account. A monthly deposit in the amount of \$1,400 and \$2,159 must be made to the project reserve account. Each month a deposit equal to 1/12<sup>th</sup> of the annual contribution identified in Exhibit A "515 Demo Calculator" (copy attached) must be made to the reserve account.
- ROI will include paying a dividend up to 8 percent annum of \$1,048,600, the borrower's initial investment.

These are the only revisions made to the loan agreement previously signed on December 13, 2006. If there are any parts of the "Revision to Loan Agreement" you feel are incorrect or will not assume responsibilities for, please contact this office immediately to discuss. Thank you for your cooperation in this matter. Should you have any questions, please contact Betty Saunders at (804) 287-1583.

Sincerely,

  
J. Vernon Orrell  
Acting State Director

1606 Santa Rosa Road • Suite 238 • Richmond, VA 23229-5014  
Phone (804) 287-1550 • TDD (804) 287-1753 (for hearing impaired)  
[www.rurdev.usda.gov/va](http://www.rurdev.usda.gov/va)  
Committed to the future of rural communities.

USDA is an equal opportunity provider, employer and lender.  
To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building,  
14<sup>th</sup> and Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice or TDD).

REVISION TO LOAN AGREEMENT  
YORKTOWN – RIVERMEADE I, LLC

Revisions have been made to the Loan Agreement dated March 11, 2009, for Yorktown-Rivermeade I, LLC to reflect the approval from the National Office of Rental Housing Preservation. The revision has an increase in return on investment and increase in reserve requirements as indicated by the Capital Needs Assessments.

Borrower Equity Contribution – The amount of \$1,048,600.00 ✓ to be contributed by the Partnership from its own funds for the land purchase or development will be placed or deposited with the lender and disbursed prior to any disbursement of interim loan funds or any loan funds from the Government.

✓ Reserve Account will be at rate not less than \$16,800.00 ✓ annually (first 3 years) and \$25,908.00 annually thereafter shall be made to the Reserve Account. A monthly deposit in the amount of \$1,400.00 (first 3 years) and \$2,159.00 thereafter must be made to the project reserve account. Each month, thereafter, a monthly deposit equal to 1/12<sup>th</sup> of the annual contribution identified in Exhibit A “Rivermeade I Apartments 515 Demo Calculator” (copy attached) must be made to the reserve account. With prior consent of the Government, funds in the Reserve Account may be used by the Partnership for any purpose including paying a dividend up to 8 percent annum of the Borrower’s initial investment of \$1,048,600.00.

The undersigned hereby assumes all responsibilities and obligations of the LOAN AGREEMENT under the terms and conditions within.

3-16-09  
DATE

BORROWER:

YORKTOWN – RIVERMEADE II, LLC  
A Virginia limited liability company

BY: Yorktown Rivermeade Apartments II, Inc.

A Virginia Corporation

It's Managing Member

BY: 

JOHN HENRY, It's Vice President



## LOAN AGREEMENT

- ☐ RRH Loan to a Partnership Operating on a Profit Basis  
☐ RRH Loan to a Limited Partnership Operating on a Profit Basis  
☒ RRH Loan to a Partnership Operating on a Limited Profit Basis  
☐ RRH Loan to a Limited Partnership Operating on a Limited Profit Basis  
☐ Loan to a Limited Liability Company

1. Parties and Terms Defined. This agreement dated December 14, 2005  
between Yorktown-Rivermeade I, LI, a partnership, duly organized and operating under Commonwealth of Virginia,  
("Partnership"), whose address is 930 Cambria Street NE, Christiansburg, VA 24073,  
and the United States of America acting through the Rural Housing Service or a successor agency, United States Department  
of Agriculture ("Government"), is made in consideration of a loan, ("Loan"), to the Partnership in

the amount of \$ 1,437,712.78 made or insured, or to be made or insured, by the Govern-  
ment

pursuant to section 515(b) of the Housing Act of 1949 to build a REHAB project.  
The loan may be sold and insured by the Government. The loan shall be used solely for the specific eligible purposes for which  
it is approved by the Government in order to provide rental housing and related facilities for eligible occupants, as defined by  
the Government in rural areas. Such housing, facilities, and the land constituting the site are herein called "Housing". The  
indebtedness and other obligations of the Partnership under the note evidencing the loan, the related security instrument and  
any related agreement are herein called "Loan Obligations".

2. Execution of Loan Instruments. To evidence the Loan the Partnership shall issue a promissory note, ("Note"), signed by  
the Partnership, on behalf of the Partnership for the amount of the Loan, payable in installments over a period of 30  
years, bearing interest at a rate, and containing other terms and conditions, prescribed by the Government. To secure the Note or any  
indemnity or other agreement required by the Government, the Partnership is to execute a real estate security instrument giving a lien  
upon the Housing and upon such other real property of the Partnership as the Government shall require, including an assignment of the  
rents, subsidies, revenues and profits as collateral security to be enforced in the event of any default by the Partnership, and containing  
other terms and conditions prescribed by the Government. The Partnership is to execute any other security instruments and other  
instruments and documents required by the Government in connection with the making or insuring of the Loan.

3. Equal Opportunity and Nondiscrimination Provisions. The General Partners are hereby authorized and directed to  
execute on behalf of the Partnership (a) any undertakings and agreements required by the Government pursuant to Title VIII  
of the Civil Rights Act of 1968 as amended by the Fair Housing Amendments Act of 1988 related to Fair Housing regarding  
nondiscrimination in the use and occupancy of housing, (b) Form RD 400-1 entitled "Equal Opportunity Agreement",  
including an "Equal Opportunity Clause" to be incorporated in or attached as a rider to each construction contract the amount  
of which exceeds \$10,000 and any part of which is paid for with funds from the Loan, and (c) Form RD 400-4, entitled  
"Assurance Agreement (under Title VI, Civil Rights Act of 1964)", a copy of which is attached hereto and made a part hereof,  
and any other undertakings and agreements required by the Government pursuant to lawful authority.

\* 4. Borrower Equity Contribution. The amount of \$ 78,950.00 to be contributed by the Partnership from  
its own funds for the land purchase or development will be placed or deposited with the lender and disbursed prior to any  
disbursement of interim loan funds or any loan funds from the Government.

\* See Révision to Loan Agreement (see attached)

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0189. The time required to complete this information collection is estimated to average 15 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.

5. Accounts for Housing Operations and Loan Servicing. The Partnership shall establish on its books the following accounts, which shall be maintained so long as the Loan Obligations remain unsatisfied: a General Operating Account, a Tenant Security Deposit Account and a Reserve Account.

a. General Operating Account. By the time the Government loan is closed or interim funds are obtained, whichever occurs first, the Partnership shall provide cash from the Borrower's own funds in an amount totaling \$ 0.00. Use of deposited cash will be in accordance with 7 CFR part 3560 or any successor regulation.

\* b. Reserve Account. Transfers at a rate not less than \$ (see attached) annually shall be made to the Reserve Account until the amount in the Reserve Account reaches the minimum sum of \$ (see attached) or such higher amount later agreed to by the Government. Restoration of disbursed funds shall be made on a schedule approved by the Government. Withdrawal and use of funds deposited to this account will be in accordance with 7 CFR part 3560 or any successor regulation. With prior consent of the Government, funds in the Reserve Account may be used by the Partnership for any purpose including paying a dividend up to 8 percent per annum of the Borrower's initial investment of \$ 78,950.00 \*.

6. Regulatory Covenants. So long as the Loan Obligations remain unsatisfied, the Partnership shall comply with all appropriate regulations of the Government and shall:

a. Impose and collect such fees, assessments, rents, and charges that the income of the Housing will be sufficient at all times for operation and maintenance of the Housing, payments on the Loan Obligations, and maintenance of the accounts.

b. Establish and maintain complete books and records relating to the Housing's financial affairs, such books and records audited at the end of each fiscal year (with a copy promptly sent to the Government), and permit the Government or its representative to inspect such books and records at all reasonable times.

c. If required or permitted by the Government, revise the required accounts, or establish new accounts, to cover handling and disposition of income from and payment of expenses attributable to the Housing or to any other property securing the Loan Obligations, and submit regular and special reports concerning the Housing or financial affairs.

d. Agree that if any provisions of its organizational documents or any verbal understandings conflict with the terms of this loan agreement, the terms of the loan agreement shall prevail and govern.

e. Unless the Government gives prior consent:

1) Not use the Housing for any purpose other than as rental housing and related facilities for eligible occupants.

2) Not enter into any contract or agreement for improvements or extensions to the Housing or other property securing the Loan Obligations.

3) Not change the membership by either the admission or withdrawal of any general partners nor permit general partners to maintain less than an aggregate of 5 percent financial interest in the Partnership nor cause or permit voluntary dissolution of the Partnership nor cause or permit any transfer or encumbrance of title to the Housing or any part thereof or interest therein, by sale, mortgage, lease, or otherwise.

4) Not borrow any money, nor incur any liability which would have a detrimental effect on the Housing.

\* See Revision to Loan Agreement (see attached)

- f. Submit the reports required under 7 CFR part 3560 or any successor regulation to the Government for prior review.
- g. If required by the Government, modify and adjust any matters covered by clause (f) of this section.
- h. Comply with all its agreements and obligations in or under the Note, security instrument, and any related agreement executed by the Partnership in connection with the Loan.
- i. Not alter, amend, or repeal without the Government's consent this agreement or the Partnership Agreement, which shall constitute parts of the total contract between the Partnership and the Government relating to the Loan Obligations.
- j. Take other action as may be required by the Government in connection with the operation of the Housing, or with any of the Partnership's operations or affairs which may affect the Housing, the Loan Obligations, or the security.
- k. If the return on investment for any year exceeds 8 percent annum of Partnership's initial investment of \$ \_\_\_\_\_, the Government may require that the Borrower reduce rents the following year or refund the excess return on the investment to the tenants or use said excess in a manner that will best benefit the tenants.

7. General Provisions.

- a. It is understood and agreed by the Partnership that any loan made or insured will be administered subject to the limitations of the authorizing act of Congress and related regulations, and that any rights granted to the Government in this agreement or elsewhere may be exercised in the Government's sole discretion.
- b. The provisions of this agreement are representations to the Government, to induce the Government, to make or insure a loan to the Partnership. If the Partnership should fail to comply with or perform any provision of this agreement or any requirement made by the Government pursuant to this agreement, such failure shall constitute default as fully as default in payment of amounts due on the Loan Obligations. In the event of such failure, the Government at its option may require specific performance, declare the entire amount of the Loan Obligations immediately due and payable and, if such entire amount is not immediately paid, may take possession of and operate the Housing and proceed to foreclose its security and enforce all other available remedies, or take such other action as it deems necessary to enforce the provisions of this agreement.
- c. To the extent legally permitted any provisions of this agreement may be waived by the Government in its sole discretion, or changed by agreement between the Government and the Partnership.
- d. Any notice, consent, approval, waiver, amendment, or agreement must be in writing.
- e. This loan agreement shall be subject to the present and future laws and regulations of the Government.
- f. The Partnership agrees that no person with a disability will be subjected to discrimination in employment or denied the benefits of the Housing because of such disability. It will comply with the requirements of the Fair Housing Act, 42 U.S.C. 360 et seq., the Fair Housing Amendments Act of 1988, the Rehabilitation Act of 1973, 29 U.S.C. 794, the Americans with Disabilities Act of 1990, 42 U.S.C. 12101 et seq., and the implementing regulations of the Department of Agriculture, 7 C.F.R. part 15b.
- g. This agreement may be cited in the security instrument and any other instruments as the "Loan Agreement" of December 14 , 2000 .

YORKTOWN-RIVERMEADE I, LLC

PARTNERSHIP NAME

By:

\_\_\_\_\_

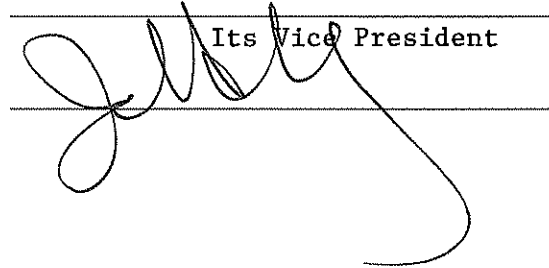
BY: RIVERMEADE I APARTMENTS, INC.  
It's Managing Member

\_\_\_\_\_

BY: \_\_\_\_\_  
Its Vice President

\_\_\_\_\_

\_\_\_\_\_

A handwritten signature in black ink, appearing to be 'J. M. Smith', is written over the signature line. The signature is fluid and cursive, with a large loop at the end.

**Attachment to Loan Agreement  
YORKTOWN-RIVERMEADE I, LLC**

**"The borrower and any successors in interest agree to use the housing for the purpose of housing people eligible for occupancy as provided in Section 514 or Section 515 of Title V of the Housing Act of 1949, as amended, and FmHA regulations then extant during this 20 year period beginning December 28, 2005, no eligible person occupying the housing shall be required to vacate, or any eligible person wishing to occupy shall be denied occupancy without cause. The borrower will be released from these obligations before that date only when the Government determines that there is no longer a need for such housing, or that such other financial assistance provided due to no fault, action or lack of action on the part of the borrower. A tenant or individual wishing to occupy the housing may seek enforcement of this provision, as well as the Government.**

## 515 Demo Calculator

Line	Page	Flow Depth	Flow Depth	Flow Depth	Flow	Flow	
4000000	102.109				5	102.109	
1	102.109	\$10,400	375	5	5.740	5	101.734
2	101.770	\$10,500	815	5	5.042	5	101.210
3	101.250	\$10,500	0	5	5.042	5	101.000
4	101.000	\$25,000	0	5	4.104	5	100.500
5	100.500	\$25,000	9,000	5	4.017	5	100.000
6	100.000	\$25,000	23,000	5	5.031	5	100.000
7	100.000	\$25,000	9,407	5	5.041	5	100.000
8	100.000	\$25,000	17,335	5	5.040	5	100.000
9	100.000	\$25,000	13,707	5	6.017	5	100.000
10	100.000	\$25,000	\$03,010	5	6.021	5	100.000
11	100.000	\$25,000	17,510	5	6.714	5	100.000
12	100.000	\$25,000	41,210	5	5.745	5	100.000
13	100.000	\$25,000	20,307	5	6.000	5	100.000
14	100.000	\$25,000	22,752	5	5.040	5	100.000
15	100.000	\$25,000	61,400	5	6.012	5	100.000
16	100.000	\$25,000	105,500	5	6.714	5	100.000
17	100.000	\$25,000	105,571	5	6.000	5	100.000
18	100.000	\$25,000	100,500	5	4.000	5	100.000
19	100.000	\$25,000	40,300	5	2.000	5	100.000
20	100.000	\$25,000	54,200	5	2.000	5	100.000

Flow Depth rate as defined

0.00



**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
MULTI-FAMILY PROGRAM**

**DEFERRED PAYMENT NOTE**

Richmond, Virginia

March 9, 2007

FOR VALUE RECEIVED, the undersigned, jointly and severally, promise to pay to the order of the Department of Housing and Community Development (the "Noteholder"), the principal sum of Two Hundred Seventy-Two Thousand Dollars and Zero Cents (\$272,000.00), with interest on the unpaid principal balance commencing on the date hereof, at the rate of Three percent (3.0%) per annum computed on the basis of a 360 day year, such principal and interest being payable at the Virginia Housing Development Authority, 601 South Belvidere Street, Richmond, VA 23220, or such other place as the Noteholder may designate in writing as follows:

Monthly payments of interest shall be payable commencing on the first day of May 1, 2007, and continuing on the first day of each month thereafter until the day which is Fifteen (15) years after the first day of the month immediately following the month in which this Note is dated or until such later date as may be established by the Noteholder, at which time the balance of principal, plus accrued interest thereon, shall be due and payable.

The undersigned covenants not to pay the debt evidenced by this Note or any part thereof prior to or in advance of the payment schedule described hereinabove, except as approved in writing by the Noteholder,

The undersigned shall pay to the Noteholder a late charge of five percent (5%) of any installment not received by the Noteholder within fifteen (15) days of its due date.

The loan evidenced by this Note is being made to finance the improvement of certain property pursuant to the HOME Program. This Note and the instrument securing the same may be sold, assigned, and transferred by the Noteholder.

Upon the failure of the undersigned to perform or comply with any of the terms or conditions of this Note or upon the occurrence of any event of default under the Deed of Trust hereafter described securing this Note, the entire unpaid principal hereof, together with all accrued interest thereon, shall, at the option of the Noteholder, become at once due and payable (and no failure by the Noteholder to exercise such option shall be deemed or construed as a waiver of the right to exercise same in the event of any subsequent or continuing default or breach).

The undersigned makers, and any and all endorsers, sureties, guarantors and assumers hereof (each a "Party" and collectively the "Parties" hereto), hereby, jointly and severally, waive presentment, demand, protest, notices of dishonor and of protest, the benefits of homestead, and all other waivable exemptions, and all defenses and pleas on the ground of any extension(s) of the time of payment or of the due dates of this Note, in whole or in part, before or after maturity, with or without notice, it being further agreed by all Parties that they will pay any collection expense, court costs, and reasonable attorneys' fees which may be incurred in the collection or enforcement of this Note or any part hereof.

This Note is secured by a Deed of Trust of even date herewith conveying real property and other security, which real property is briefly described as 5.2713 A., Nelson District, York County, Virginia located in the County of York, Virginia, and more fully described in said Deed of Trust, in which the Trustees are Donald L. Ritenour and J. Judson McKellar, Jr., one of whom has countersigned this Note solely for the purpose of identifying the same as being secured by said Deed of Trust.

Anything herein or in any other instrument referenced herein to the contrary notwithstanding, the undersigned and any principal, agent or partner of the undersigned, whether disclosed or undisclosed, shall not be personally liable for the payment of any sums due hereunder or secured under the hereinabove referenced Deed of Trust, including without limitation, any deficiency between such sums and the proceeds applied thereto by the Noteholder from the sale of the real property identified in the preceding paragraph and any other collateral; and no personal judgment will be sought against the undersigned or any principal, agent or partner of the undersigned, whether disclosed or undisclosed, for payment of any such sums or such deficiency; provided, however, that nothing contained in this paragraph shall impair the validity of any of the provisions of the hereinabove referenced Deed of Trust or the exercise of any of the remedies thereunder as to the hereinabove identified real property and other collateral therein described.

WITNESS the following signature.

  
Countersigned by Trustee

VHDA Form No. 201-DHCD

1/04

Yorktown-Rivermeade, LLC

(Mortgagor)

By: 

As:

YORKTOWN-RIVERMEADE, LLC, a

Virginia limited liability company

By: Yorktown-Rivermeade Apartments, Inc.

a Virginia Corporation,

Managing Member

By: 

Title: Vice President







**United States Department of Agriculture  
Rural Development**

Virginia State Office

August 16, 2006

Community Housing Partners  
100 W. Franklin  
Richmond, VA 23220

RE: Yorktown-Rivermeade, LLC

Dear Mr. Adams:

This letter is in reference to your loan which closed on December 28, 2005. The first payment was due on February 1, 2006. The payment was \$3,197.00 plus applicable overage. This payment will cover the tenants that were in residence on January 1, 2006.

The Rural Development staff located at 22329 Main Street, Southampton Office Building 2, Courtland, Virginia VA 23837, will continue to service the account. Any communication regarding this account should be directed to their attention. Their number is (757) 653-2532.

Please be reminded that if your monthly payment or project worksheet is not received in the Courtland office on or before the 10<sup>th</sup> of the month in which it is due, you will be assessed a late fee in the amount of \$686.01, representing 6 percent of the full note rate payment which cannot be paid from project funds.

In accordance with your Loan Agreement, monthly deposits into the reserve account are expected. Failure to keep this account funded on schedule will be considered noncompliance and preclude your eligibility for future assistance and prevent earning or taking a return on your investment.

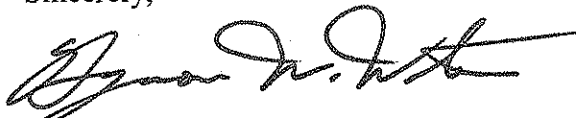
Enclosed with this letter are your copies of Assumption Agreement, MFH Interest Credit and Rental Assistance Agreement. Please note that this loan is for a term of 30 years with an amortization period of 50 years.

1606 Santa Rosa Road • Suite 238 • Richmond, VA 23229-5014  
Phone (804) 287-1550 • TDD (804) 287-1753 (for hearing impaired) FAX (804) 287-1718  
[www.rurdev.usda.gov/va](http://www.rurdev.usda.gov/va)  
Committed to the future of rural communities.

USDA is an equal opportunity provider, employer and lender.  
To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building,  
14<sup>th</sup> and Independence Avenue, SW, Washington, DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD).

If you have any questions or if additional information is required, please contact this office.

Sincerely,

A handwritten signature in black ink, appearing to read "Byron W. Waters", with a long horizontal flourish extending to the right.

BYRON W. WATERS  
Director, Multi-Family Housing Program

Enclosures

Cc: Area Director, Courtland, VA

**RENTAL ASSISTANCE AGREEMENT**

CASE NO.	550240050609324
PROJECT NO.	

This Agreement is effective on the 1st day of January 1, 2006

between YORKTOWN-RIVERMEADE, LLC  
"borrower") and its successors and the United States of America acting through the Rural Housing Service ("the Government") pursuant to section 521(a)(2)(A) of Title V of the Housing Act of 1949.

In consideration of the mutual covenants set forth, the parties agree as follows:

**Section 1** The Government agrees to provide rental assistance in accordance with its governing rules and regulations for the number of units of housing provided according to the attached Form RD 3560-51 (Part III), "Multiple Housing Obligation-Fund Analysis," or RD 3560-55, "Multiple Family Housing Transfer of Rental Assistance," for the project located at \_\_\_\_\_

and known as RIVERMEADE I APARTMENTS consisting of 48 units. The Government will pay the difference between the Government approved shelter cost for the project and the monthly tenant contribution as calculated and certified for each tenant household on Form RD 3560-8, "Tenant Certification." Additional attachments of Form 3560-51 (Part III) or Form RD 3560-55 may be made to, and shall become a part of, this Agreement when properly identified by case number, project number, dated, and duly executed by both parties.

**Section 2** The borrower agrees to abide by the present and future regulations of the Government in the administration of this program.

**Section 3** Borrower agrees to use due diligence in the verification and certification of tenants' incomes.

**Section 4** In the event that any tenant suffers a hardship because rental assistance may not be available in the project because of the limitations on the number of units from the Government, the borrower may request additional units. If the Government provides additional units, then copies of the obligation screens will be attached by the Government to, and become a part of, this Agreement.

**Section 5** Borrower agrees to comply with Government priorities for selecting tenants that receive rental assistance.

**Section 6 Provisions Applicable if the Borrower is a Cooperative -**

When the Borrower is a Cooperative:

(a) The term "tenant or occupant" will include a member of a cooperative. The term "household contribution" or "rent" will include the charges under the occupancy agreement between the member and the cooperative.

(b) A member of a cooperative approved for rental assistance shall agree that upon a sale of their membership, any equity attributable to supplemental rent payments will be paid to the Government through the cooperative.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0189. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and



MULTI FAMILY HOUSING  
ASSUMPTION AGREEMENT

Type of Loan: (Check one)	<input type="checkbox"/> RCH	<input checked="" type="checkbox"/> RRH	<input type="checkbox"/> LH	<input type="checkbox"/> RHS
Terms: (Check one)	<input checked="" type="checkbox"/> Same <input type="checkbox"/> New			
Case Number:	5	5	0	2
Project Number:	4	0	0	5
	0	6	0	9
	3	2	4	
	0	1	-	6

THIS AGREEMENT dated December 28, 2005, is between the United States of America, acting through the Department of Agriculture, Rural Housing Service or its successor (herein called the Government), and the assuming parties, Yorktown-Rivermeade, LLC

(herein called Borrower), whose mailing address is 930 Cambria Street NE, Christiansburg VA 23074

The Government is the holder of debt instrument(s) executed by \_\_\_\_\_

identified as follows:

TABLE I							
Kind of Instruction	Date Executed	Principal Amount	UNPAID ON DATE HERE OF			Int. Rate	Ins. Charge Rate
			Principal	Accrued Interest	Late Fees		
Promissory Note	08/11/1987	1,500,000	1,438,669.31	2,548.39	NA	9.0	NA
Total s			1,438,669.31	2,548.39		9.0	

And such loans are secured instrument(s) taken on property described therein which is located in York County, State of Virginia

TABLE II				
Kind of Instruction	Date Executed	Office Where Recorded	Book/Volume/ Document Number	Page Number
Deed of Trust	8/31/1987	Clerk of the Court, York County	469	380

In consideration of the assumption of indebtedness and subsidy as herein provided and the Government's consent to this assumption and related conveyance of the security property, if applicable, it is agreed as follows:

1. The assuming parties hereby jointly and severally assume liability for and agree to pay to the order of the Government at the office shown below (or other as may later be specified) the amounts, including all obligations and duties under any note or other security instrument identified above, the principal sum of one million, five hundred seven thousand, one hundred twenty five dollars (\$ 1,507,125.00) plus interest at the rate of nine percent (9.00%) per annum, payable in installments as follows:

☒ a. \$ 3,179.09 on January 1 20 06, and  
\$ 3,179.09 thereafter on the FIRST of each MONTH

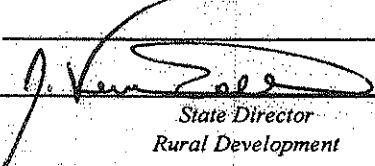
until the principal and interest are fully paid, except that the final installment of the entire indebtedness evidenced hereby, if not sooner paid, shall be due and payable on or before \_\_\_\_\_.

☐ b. Upon completion of this assumption all payments will be converted to the Predetermined Amortization Schedule System (PASS) and, the first installment in the amount of \$ \_\_\_\_\_ will be due and payable on \_\_\_\_\_, 20\_\_\_\_. Thereafter, regular installments, each in the amount of \$ \_\_\_\_\_ will be due and payable on the first day of each month until the principal and interest are fully paid, except that the final installment of the entire indebtedness evidenced hereby, if not paid sooner, shall be due and payable on or before \_\_\_\_\_.

2. Payments of principal and interest shall be applied in accordance with the Government's accounting procedures in effect on the date of the receipt of the payment. The Borrower agrees to pay late charges in accordance with the Government's regulations in effect when a late charge is assessed.
3. The provisions of said debt and security instruments and of any outstanding agreement executed or assumed by the present debtors pertinent thereto shall, except as modified herein, remain in full force and effect, and the assuming parties hereby assume obligations of and agree to be bound by and comply with all covenants, agreements and conditions contained in said instruments and agreements, excepts as modified herein, the same as if they had executed them as of the dates thereof as principal obligors.
4. Provisions of the debt and security instrument(s) which require that the borrower graduate to another credit source do not apply to an assumption on ineligible terms. (An assumption on ineligible terms has been identified by the approval official and so noted in the official case file maintained at the Government's office noted in this document.)
5. The property secured by the instruments described in Table II was obtained or improved through Federal financial assistance. This property is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the property continues to be used for the same or similar purpose for which financial assistance was extended or so long as the purchaser owns it, whichever is longer.
6. This Agreement is subject to present regulations of the Government and to its future regulations which are not inconsistent with the express provisions hereof

UNITED STATE OF AMERICA, Rural Housing Service

By \_\_\_\_\_

  
State Director  
Rural Development

1606 SANTA ROSA ROAD  
(Office Address)  
RICHMOND, VIRGINIA 23229

YORKTOWN-RIVERMEADE, LLC

(Borrowers)

BY: YORKTOWN-RIVERMEADE I APARTMENTS INC

(Borrowers)

Its Managing Memeber

BY: \_\_\_\_\_

ROBERT ADAMS

(Borrowers)

Vice President

If any action, foreclosure or sale proceeding is brought under the provisions of this Agreement or the Note and Deed of Trust assumed by Yorktown-Rivermeade, LLC, the Lender shall not be entitled to take any action to procure any money judgment in personam or any deficiency decree against Yorktown-Rivermeade, LLC or its Members, including any Managing Member.

MULTIPLE FAMILY HOUSING  
INTEREST CREDIT AGREEMENTFORM APPROVED  
OMB NO. 0575-0189

INSTRUCTIONS- TYPE IN CAPITALIZED ELITE TYPE IN SPACES MARKED ( )					
1. BORROWER CASE NUMBER		2. PROJECT NUMBER (MFH Only)		3. LOAN NUMBER	
550240050609324		016		01	
4. TYPE OF LOAN		5. EFFECTIVE DATE OF AGREEMENT		6. INTEREST CREDIT PLAN CODE	
R R H		122805		5 1-Plan I 2-Plan II 5-Plan II RA 6-Plan RA 7-Section 8 (1 %) 8-Section 8 (2%)	
		8. REDUCED LOAN PAYMENT		9. SUBSIDY CREDIT	
		319171019		18213648	

10. This Agreement between the United States of America, acting through the Department of Agriculture, Rural Housing Service ("Government") pursuant to Section 521 of the Housing Act of 1949, and YORKTOWN-RIVERMEADE, LLC ("Borrower") supplements a DEED OF ASSUMPTION in the principal amount of \$ 1,437,712.78 at NINE percent ( 09.000 %) interest, dated December 28, 2005 which was drawn in ☒ a single advance ☐ multiple advances,
11. The Government shall compute interest on the borrower's account at the promissory note rate.
12. Subject to the provisions of this Agreement the Government will credit \$ 8,236.48 subsidy, less surcharge/overage, to the borrower's account when each **MONTHLY** payment is made. The borrower's subsidized payment shall be \$ 3,197.09 plus surcharge/overage.
13. Borrower shall Submit to the Government, as required by the Government in form prescribed or approved by it, proof of borrower's income and expenses for the previous calendar year or other designated periods, and any information on the family size and income of the occupants of the housing financed with the loan evidenced by the note.
14. If the Government should determine that the borrower has defaulted under any terms or conditions of this Agreement, the note, borrower's related Loan Resolution/Agreement, and supplementary or related agreements, or any related Security instrument, or violates any program regulations, at its option the Government may suspend or terminate this Agreement as of any specified date following the default.
15. No credit to the borrower's account provided for in paragraph 12 shall be made following any termination date specified pursuant to paragraph 14.
16. The Government shall credit the borrower's account, or pay the borrower rental assistance, including periods of default when determined to be in the Government's best interest, amounts equal to the difference between the payment required in paragraph 12 above and the payment required under a formula and procedure prescribed by the Government.
17. No credit or conditions of the note or any related security or other instrument shall be affected by this Agreement except as expressly set forth herein.
18. This Agreement is Subject to the present regulations of the Rural Housing Service, and to its future regulations not inconsistent with the express provisions hereof.
19. Upon request, the borrower will permit representatives of the Government (or other agencies of the Department of Agriculture authorized by the Department) to inspect and make copies of any records of borrower pertaining to Rural Housing Service loans and this Agreement.
20. If the borrower has received any excessive credit or payment, in addition to any rights of recovery, the Government may deduct the amount from any subsequent credit or payment.
21. If the Government should determine that the subsidy is no longer needed for the benefit of the tenants, at its option the Government may upon written notice suspend, modify or terminate this agreement as of any specific date.

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0189. The time required to complete this information collection is estimated to average 15 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.



YORKTOWN-RIVERMEADE, LLC

BY: YORKTOWN-RIVERMEADE APARTMENTS, INC.  
Its Managing Member

(CORPORATE SEAL)

BY:

ROBERT ADAMS, Vice President

(NAME OF BORROWER)

 Vice President  
(SIGNATURE & TITLE OF EXECUTIVE OFFICIAL)

\_\_\_\_\_  
(SIGNATURE OF ATTESTING OFFICIAL)

\_\_\_\_\_  
(TITLE OF ATTESTING OFFICIAL)

930 CAMBRIA STREET, NE

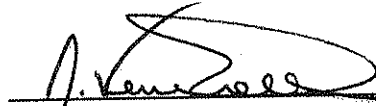
(P.O. BOX OR STREET ADDRESS)

CHRISTIANSBURG VA 23074

(CITY, STATE, AND ZIP CODE)

UNITED STATES OF AMERICA  
RURAL HOUSING SERVICE

By



STATE DIRECTOR FOR

RURAL DEVELOPMENT

(TITLE)

\_\_\_\_\_  
(DATE OF EXECUTION)

- ☐ RRH Loan to a Partnership Operating on a Profit Basis  
☐ RRH Loan to a Limited Partnership Operating on a Profit Basis  
☒ RRH Loan to a Partnership Operating on a Limited Profit Basis  
☐ RRH Loan to a Limited Partnership Operating on a Limited Profit Basis

1. Parties and Terms Defined. This agreement dated September 13, 1985 of  
the Rivermeade Associates, a Partnership, duly organized and operating  
under the Uniform Limited Partnership Act of the State of Virginia,  
herein called "Partnership", whose post office address  
is P. O. Box 976, Newport News, VA 23607, with the United States of America  
acting through the Farmers Home Administration, United States Department of Agriculture, herein called "the Government", is made  
in consideration of a loan, herein called "the loan", to Partnership in the amount of \$ 1,500,000  
made or insured, or to be made or insured, by the Government pursuant to sections 515 (b) of the Housing Act of 1949 to build  
a Section 515 project.

The loan may be sold and insured by the Government. The loan shall be used solely for the specific eligible purposes for which it is  
approved by the Government in order to provide rental housing and related facilities for eligible occupants, as defined by the  
Government in rural areas. Such housing and facilities and the land constituting the site as herein called "the housing". The indebted-  
ness and other obligations of the Partnership under the note evidencing the loan, the related security instrument and related agreement  
are herein called the "loan obligations".

2. Execution of Loan Instruments. To evidence the loan the Partnership shall issue a promissory note (herein referred to as  
"the note"), signed by The General Partners for the amount of the loan,  
payable in installments over a period of 50 years, bearing interest at a rate,  
and containing other terms and conditions, prescribed by the Government. To secure the note or any indemnity or other agreement

required by the Government, The General Partners are to execute a real estate security instrument giving  
a lien upon the housing and upon such other real property of the Partnership as the Government shall require, including an assignment  
of the rents and profits as collateral security to be enforced in the event of any default by the Partnership, and containing other terms  
and conditions prescribed by the Government. The General Partners are to execute any other security  
instruments and other instruments and documents required by the Government in connection with the making or insuring of the loan.  
The indebtedness and other obligations of the Partnership under the note, the related security instrument, and any related agreement  
are herein called the "loan obligation".

3. Equal Opportunity and Nondiscrimination Provisions. The Partnership will execute (a) any undertakings and agreements  
required by the Government pursuant to Title VIII of the Civil Rights Act of 1968 related to Fair Housing regarding nondiscrimination  
in the use and occupancy of housing; (b) Farmers Home Administration Form FmHA 400-1 entitled "Equal Opportunity Agreement",  
including an "Equal Opportunity Clause" to be incorporated in or attached as a rider to each construction contract the amount of  
which exceeds \$10,000 and any part of which is paid for with funds from the loan, and (c) Farmers Home Administration Form  
FmHA 400-4, entitled "Assurance Agreement (Under Title VI, Civil Rights Act of 1964)", a copy of which is attached hereto and  
made a part thereof and any other undertakings and agreements required by the Government pursuant to lawful authority.

4. Borrower Contribution. The amount of \$ 78,950 to be contributed by the  
Partnership from its own funds for the land purchase or development will be placed or deposited with the lender and dispersed prior  
to any disbursement of interim loan funds or any FmHA loan funds.

5. Accounts for Housing Operations and Loan Servicing. The Partnership shall establish on its books the following accounts,  
which shall be maintained in accordance with FmHA Regulation 7 CFR Part 1930-C so long as the loan obligations remain unsatisfied:  
A General Fund Account, a Tax and Insurance Escrow Account, a Security Deposit Account and a Reserve Account.

a. General Operating Account. By the time the Farmers Home Administration loan is closed or interim funds are obtained  
to preclude the necessity for multiple advances of Farmers Home Administration loan funds, which ever occurs first, the Partner-  
ship shall from its own funds deposit in the General Operating Account the amount of \$ 31,579

This form contains the terms and conditions of the FmHA loan. It is a requirement for obtaining financial assistance.

7. General Provisions.

a. It is understood and agreed by the Partnership that any loan made or insured will be administered subject to the limitations of the authorizing act of Congress and related regulations, and that any rights granted to the Government in this agreement or elsewhere may be exercised by it in its sole discretion.

b. The provisions of this agreement are representations to the Government, to induce the Government, to make or insure a loan to the Partnership as aforesaid. If the Partnership should fail to comply with or perform any provision of this agreement or any requirement made by the Government pursuant to this agreement, such failure shall constitute default as fully as default in payment or amounts due on the loan obligations. In the event of such failure, the Government at its option may declare the entire amount of the loan obligations immediately due payable and, if such entire amount is not paid forthwith, may take possession of an operate the housing and proceed to foreclose its security and enforce all other available remedies.

c. Any provisions of this agreement may be waived by the Government in its sole discretion, or changed by agreement between the Government and the Partnership, after this agreement becomes contractually binding, to any extent such provisions could legally have been foregone or agreed to in amended form, by the Government initially.

d. Any notice, consent, approval, waiver, or agreement must be in writing.

e. This agreement may be cited in the security instrument and any other instruments as the "Loan Agreement"

of September 13, 19 85

Rivermeade Associates

PARTNERSHIP NAME

By:

BY: Great Atlantic Management Company, Inc.

Edwin A. Joseph, President

ATTEST:

Eileen M. Strickland

\*In consideration for being approved by the Rural Housing Service for admission as a general partner into Yorktown-Rivermeade, LLC the undersigned hereby assumes all responsibilities and obligations of the LOAN AGREEMENT under the terms and conditions within.

DATE

YORKTOWN-RIVERMEADE, LLC

BY: YORKTOWN-RIVERMEADE APARTMENTS INC.  
Its Managing Member

BY:

JAMES A. PRITCHETT  
Its Vice President

b. Reserve Account. Transfers at a rate not less than \$ 15,000 annually shall be made

to the Reserve Account until the amount in the Reserve Account reaches the sum of \$ 150,000 and shall be resumed at any time when necessary, because of disbursements from the Reserve Account to restore it to said sum. Use of funds deposited to this account will be in accordance with FmHA Regulation 7 CFR Part 1930-C. With prior consent of the Government funds in the Reserve Account may be used by the Partnership:

To pay dividends to the partners of up to 8 percent per annum of the borrower's initial investment of \$ \_\_\_\_\_

78,950, provided the Partnership determines that after such disbursement (a) the amount in the Reserve Account will be not less than that required by subsection 5 b to be accumulated by that time and (b) during the next 12 months the amount in the Reserve Account will likely not fall below that required to be accumulated by the end of such period.

~~To pay dividends to the partners or for any other purpose desired by the Partnership, provided the Partnership determines that after such disbursement (a) the amount in the Reserve Account will not be less than that required by subsection 5 b to be accumulated by that time and (b) during the next 12 months the amount in the Reserve Account will likely not fall below that required to be accumulated by the end of such period.~~

6. Regulatory Covenants. So long as the loan obligations remain unsatisfied, the Partnership shall comply with all appropriate FmHA regulations and shall.

a. Impose and collect such fees, assessments, rents, and charges that the income of the housing will be sufficient at all times for operation and maintenance of the housing, payments on the loan obligations, and maintenance of the accounts herein provided for.

b. Maintain complete books and records relating to the housing's financial affairs, cause such books and records to be audited at the end of each fiscal year, promptly furnish the Government without request a copy of each audit report, and permit the Government to inspect such books and records at all reasonable times.

c. If required or permitted by the Government, revise the account herein provided for, or establish new accounts, to cover handling and disposition of income from and payment of expenses attributable to the housing or to any other property securing the loan obligations, and submit regular and special reports concerning the housing or financial affairs.

d. Agree that if any provisions of its organizational documents or any verbal understandings conflict with the terms of this loan agreement, the terms of the loan agreement shall prevail and govern.

e. Unless the Government gives prior consent:

(1) Not use the housing for any purpose other than as rental housing and related facilities for eligible occupants.

(2) Not enter into any contract or agreement for improvements or extensions to the housing or other property securing the loan obligations.

(3) Not change the membership by either the admission or withdrawal of any general partner(s) nor permit the general partner(s) to maintain less than an aggregate of 5 percent financial interest in the organization nor cause or permit voluntary dissolution of the Partnership nor cause or permit any transfer or encumbrance of title to the housing or any part thereof or interest therein, by sale, mortgage, lease, or otherwise.

(4) Not borrow any money, nor incur any liability aside from current expenses as defined in section 7 which would have a detrimental effect on the housing.

f. Submit for the housing the required reports as per FmHA Regulation 7 CFR Part 1930-C to the Government for prior review.

g. If required by the Government, modify and adjust any matters covered by clause (f) of this section.

h. Comply with all its agreements and obligations in or under the note, security instrument, and any related agreement executed by the Partnership in connection with the loan.

i. Not alter, amend, or repeal without the Government's consent this agreement or the Partnership Agreement, which shall constitute parts of the total contract between the Partnership and the Government relating to the loan obligations.

j. Do other things as may be required by the Government in connection with the operation of the housing, or with any of the Partnership's operations or affairs which may affect the housing, the loan obligations, or the security.

k. If return on investment for any year exceeds 8 percent per annum of borrower's initial investment of \$ \_\_\_\_\_

78,950, the Government may require that the borrower reduce rents the following year and/or refund the excess return on investment to the tenants or use said excess in a manner that will best benefit the tenants.

7. General Provisions.

a. It is understood and agreed by the Partnership that any loan made or insured will be administered subject to the provisions of the authorizing act of Congress and related regulations, and that any rights granted to the Government or elsewhere may be exercised by it in its sole discretion.

b. The provisions of this agreement are representations to the Government, to induce the Government, to make a loan to the Partnership as aforesaid. If the Partnership should fail to comply with or perform any provision or any requirement made by the Government pursuant to this agreement, such failure shall constitute default in payment or amounts due on the loan obligations. In the event of such failure, the Government at its option may require the entire amount of the loan obligations immediately due payable and, if such entire amount is not paid forthwith, the Government may take possession of the housing and proceed to foreclose its security and enforce all other available remedies.

c. Any provisions of this agreement may be waived by the Government in its sole discretion, or changed by agreement between the Government and the Partnership, after this agreement becomes contractually binding, to any extent that could legally have been foregone or agreed to in amended form, by the Government initially.

d. Any notice, consent, approval, waiver, or agreement must be in writing.

e. This agreement may be cited in the security instrument and any other instruments as the "Loan Agreement" of September 13, 1985.

By:

Rivermeade Associates

PARTNER

BY: Great Atlantic Management Co

Edwin A. Joseph, President

ATTEST:

Eileen M. Strickland

\* In consideration for being approved by the Rural Housing Service for admission as a general partner into Yorktown-Rivermeade, LLC the undersigned hereby assumes all responsibilities and obligations of the LOAN AGREEMENT under the terms and conditions within.

12/28/05  
DATE

YORKTOWN-RIVERMEADE, LLC

BY: YORKTOWN-RIVERMEADE APARTMENTS I  
Its Managing Member

BY: ROBERT ADAMS, Vice President

If any action, foreclosure or sale proceeding is brought under the provisions of this Agreement or the Note and Deed of Trust by Yorktown-Rivermeade, LLC, the Lender shall not be entitled to take any action to procure any money judgment in personam or any deficiency decree against Yorktown-Rivermeade, LLC or its Members, including any Managing Member.



## UNITED STATES OF AMERICA

### SECURITY AGREEMENT

I. THIS SECURITY AGREEMENT, dated December 28, 2005, is made between the United States of America, acting through the Rural Housing Service, an agency of the United States Department of Agriculture ("Secured Party") and Yorktown-Rivermeade, LLC a Limited Liability Corporation ("Debtor"), organized and existing under the laws of the Virginia, whose mailing address is 930 Cambria Street NE, Christiansburg, Virginia 24073.

II. Debtor is justly indebted to Secured Party as evidenced by one or more certain promissory note(s) or other instrument(s), all of which are herein called "note" (if more than one note is executed, the word "note" as used herein shall be construed as referring to each note singly or all notes collectively as the context may require) said note being executed by Debtor, being payable to the order of Secured Party in installments as specified therein, and authorizing acceleration of the entire indebtedness at the option of Secured Party upon any default by Debtor, and including, but not limited to, the following described notes:

<u>Date of Instrument(s)</u>	<u>Principal Amount(s)</u>	<u>Annual Rate(s) of Interest</u>	<u>Due Date(s) of Final Installment(s)</u>
December 28, 2005 (By Assumption)	\$1,441,903.71	09.000 %	December 28, 2037
August 11, 1987 (Original Loan)	\$1,500,000.00	09.000%	August 11, 2037

The note evidences a loan to Debtor, and Secured Party, at any time, may assign the note and insure the payment thereof to any extent authorized by the Consolidated Farm and Rural Development Act, Title V of the Housing Act of 1949, or any other present or future act administered by the Secured Party.

It is the purpose and intent of this instrument that, among other things, at all times when the note is held by Secured Party, or in the event Secured Party should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity security agreement to secure Secured Party against loss under its insurance contract by reason of any default by Debtor.

NOW THEREFORE, in consideration of said loan(s) and (a) at all times when the note is held by Secured Party, or in the event Secured Party should assign this instrument without insurance of the payment of the note, to secure the prompt payment of all existing and future indebtedness and liabilities of Debtor to Secured Party and of all renewals and extensions thereof and any additional loans or future advances to Debtor heretofore or hereafter made or insured by Secured Party under the then existing provisions of Subtitle A of the Consolidated Farm and Rural Development Act, Title V of the Housing Act of 1949, or any other present or future act administered by the Secured Party - all with interest, (b) at all times when the note is held by an insured holder, to secure performance of debtor's agreement herein to indemnify and save harmless Secured Party against loss under its insurance contract by reason of any default by Debtor, (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by Secured Party, with interest, as hereinafter described, and the performance of every covenant and agreement of Debtor contained herein or in any supplementary agreement:

DEBTOR HEREBY GRANTS to Secured Party a security interest in and an assignment of its interest in the following collateral, including the proceeds thereof:

A. All accounts, general intangibles, and gross receipts now or hereafter in existence, including the proceeds thereof, derived from or pertaining to any and all activities of the Debtor in operating a rural rental housing project situate on the premises hereinafter described.

B. All ranges, refrigerators, washing machines, dryers, heating, air conditioning and other equipment pertaining to said rural rental housing project now owned or hereafter acquired, including all replacements of or substitutions therefor, and including, without limitation, the following:

<u>Quantity</u>	<u>Kind</u>
___48___	Refrigerators
___48___	Ranges

Disposition of said collateral is not authorized hereby.

Any fixtures described above are affixed or are to be affixed to the following described real estate:

SEE ATTACHED SCHEDULE A - PROPERTY LEGAL DESCRIPTION

III. DEBTOR WARRANTS, COVENANTS, AND AGREES THAT:

A. Debtor is the absolute and exclusive owner of the above-described collateral, and such collateral is free from all liens, encumbrances, security and other interest except (1) any existing liens, encumbrances, security or other interests in favor of Secured Party which shall remain in full force and effect, (2) any applicable statutory liens, and (3) other liens, encumbrances, security or other interests, as follows:

- (1) Easements and Restrictions of Record; and
- (2) Leases

and Debtor will defend the collateral against the claims and demands of all other persons. Any reference to the above liens, encumbrances, security and other interests is for warranty purposes only and does not indicate their priority.



**B. Statements contained in this Security Agreement and in Debtor's loan application and related loan instruments are true and correct.**

**C. Debtor will (1) use the loan funds for the purpose for which they were or are advanced, (2) comply with such operation and management plans as may be agreed upon from time to time by Debtor and Secured Party, (3) care for and maintain the collateral in a reasonable manner, (4) insure the collateral in such amounts and manner as may be required by Secured Party, and if Debtor fails to do so, Secured Party, at its option, may procure such insurance, (5) permit Secured Party to inspect the collateral at any reasonable time, (6) not abandon the collateral or encumber, conceal, remove, sell or otherwise dispose of it or of any interest therein, or permit others to do so, without the prior written consent of Secured Party, (7) not permit the collateral to be levied upon, injured or destroyed or its value to be impaired, and (8) maintain its legal existence.**

**D. Debtor will pay promptly when due all (1) indebtedness evidenced by the note and any indebtedness to Secured Party secured hereby, (2) rents, taxes, insurance premiums, levies, assessments, liens, and other encumbrances, and costs of lien searches and maintenance and other charges now or hereafter attaching to, levied on, or otherwise pertaining to the collateral or this security interest, (3) filing, or recording fees for instruments necessary to perfect, continue, service or terminate this security interest, and (4) fees and other charges now or hereafter required by regulations of the United States of America, acting through the United States Department of Agriculture, and its successors.**

**E. If the note is insured by Secured Party, Debtor will indemnify and save harmless Secured Party against any loss by reason of any default by Debtor.**

**F. Whether or not the note is insured by Secured Party, Secured Party may at any time pay any other amounts required herein to be paid by Debtor and not paid by it when due, including any costs and expenses for the preservation or protection of the collateral or this security interest, as advances for the account of Debtor. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.**

**G. All advances by Secured Party as described in this instrument, with interest, shall be immediately due and payable by Debtor to Secured Party on demand at the place designated in the latest note and shall be secured hereby. No such advance by Secured Party shall relieve Debtor from breach of its covenant to pay. Any payment made by Debtor may be applied on the note or any indebtedness to Secured Party secured hereby, in any order Secured Party determines.**

**H. In order to secure or better secure the aforesaid obligation or indebtedness, Debtor will execute and deliver to Secured Party at any time, upon demand, such additional security instruments on such real and personal property as Secured Party may require. Debtor authorizes Secured Party to file a financing state prior to loan disbursement and to file amendments and continuations of the financing statement. With respect to the identification of accounts, and general intangibles, Debtor will furnish Secured Party such information as it may require to identify in a manner satisfactory to Secured Party, all account debtors and contract or other obligors and the amount of the respective accounts and other obligations. Debtor will also furnish Secured Party such additional information as it may require from time to time to further identify all other items of collateral.**

**I. This instrument also secures the obligations and covenants of Debtor set forth in Debtor's Loan Agreement of September 13, 1985 which has previously been executed as a security agreement and which is hereby incorporated herein by reference and shall continue in effect as a security agreement.**

**J. Debtor will not discriminate, or permit discrimination, in the use or occupancy of the facilities financed in whole or in part with the proceeds of the note on any prohibited basis.**

**K. Debtor hereby assigns to Secured Party any monies (but not in excess of the unpaid balance due hereunder) which may become payable under any insurance of the collateral, including return of unearned premiums, and directs any insurance company to make payments directly to the Secured Party to be applied to said unpaid balance and appoints Secured Party's, State Director for Virginia as attorney-in-fact to endorse any draft. After default by Debtor or in accordance with written authorization of Debtor, Secured Party may, upon giving such notice as may be required by law, cancel said insurance and credit any premium refund within said unpaid balance.**

**L. Debtor will not increase the rent of any tenant without first giving public notice of the proposed increase, eliciting tenant comment concerning the increase and submitting all comments together with a request for such increase to Secured Party in accordance with Secured Party's regulations.**

**M. Debtor hereby assigns and pledges all monies received or receivable pursuant to Debtor's Housing Assistance Payments Contract with the United States Department of Housing and Urban Development and hereby agrees that such payments are accounts receivable.**

**IV. IT IS FURTHER AGREED THAT:**

**A. Until default Debtor may retain possession of the collateral.**

**B. Default shall exist hereunder if Debtor fails to perform or discharge any obligation or to pay promptly any indebtedness hereby secured or to observe or perform any covenants or agreements herein or in any supplementary agreement contained, or if any of Debtor's representations or warranties herein prove false or misleading, or upon the bankruptcy, insolvency or voluntary or involuntary dissolution or merger of Debtor. Upon any such default:**

**1. Secured Party, at its option, with or without notice as permitted by law, may (a) declare the unpaid balance on the note and any indebtedness secured hereby immediately due and payable, (b) enter upon the premises and take possession of, repair, improve, use and operate the collateral or make equipment usable, for the purpose of protecting or preserving the collateral of this security interest, or preparing or processing the collateral for sale, (c) exercise any sale or other rights afforded by law; and (d) have the right at any time to notify the account debtors, or contract or other obligors of the security interest of Secured Party in, and of the assignment to Secured Party of the accounts, or general intangibles upon which the respective account debtors or contract or other obligors are liable to Debtor, and to notify such account debtors or contract or other obligors to make payment of such accounts or other obligations directly to Secured Party, and Secured Party shall also have the right to take control of the cash and other proceeds of any of Debtor's accounts, gross receipts, or general intangibles. The costs of collection and enforcement of the accounts, or general intangibles shall be borne by the Debtor even though such expenses may have been incurred by Secured Party.**

**2. Debtor hereby (a) agrees to assemble the collateral and make it available to Secured Party at such time(s) and place(s) as designated by Secured Party, and (b) waives all notices, exemptions, compulsory disposition and redemption rights.**

**3. A default shall exist under any other security instrument held or insured by Secured Party and executed or assumed by Debtor on real or personal property. Likewise, default under any such other security instrument shall constitute default hereunder.**

**C. Proceeds from disposition of collateral shall be applied first on expenses of retaking, holding, preparing for sale, selling and the like, and for payment of reasonable attorneys' fees and legal expenses incurred by Secured Party; second to the satisfaction of prior security interests or liens to the extent required by law and in accordance with the then current regulations of the United States of America, acting through the United States Department of Agriculture, and/or its successor; third to the satisfaction of indebtedness secured hereby; fourth to the satisfaction of subordinate security interests or liens to the extent required by law; fifth to any other obligations of Debtor owing to or insured by Secured Party; and sixth to Debtor. Any proceeds collected under insurance policies or condemnation awards shall be applied first on advances and expenditures made by Secured Party with interest, as herein above provided; second on the debt evidenced by the note, unless Secured Party consents in writing to their use by Debtor under Secured Party's direction for repair or replacement of the collateral; third on any other obligation of Debtor owing to or insured by Secured Party, and any balance shall be paid to Debtor unless otherwise provided in the insurance policies. Debtor will be liable for any deficiency owed to Secured Party after such disposition of proceeds of the collateral condemnation awards and insurance.**

**D. This Agreement is subject to the present regulations of the Secured Party and to its future regulations not inconsistent with the express provisions hereof.**

**E. If any provision of this Agreement is held invalid or unenforceable, it shall not affect any other provisions hereof, but this Agreement shall be construed as if it had never contained such invalid or unenforceable provision.**

**F. The rights and privileges of Secured Party under this Agreement shall inure to the benefit of its successors and assigns. All covenants, warranties, representations, and agreements of Debtor contained in this Agreement shall bind Debtor's successors and assigns.**

**G. If at any time it shall be permissible by law, applicable Agency regulations, and appear to Secured Party that Debtor may be able to obtain a loan from a responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Debtor will, upon Secured Party's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby.**

**H. Secured Party shall have the sole and exclusive rights as the secured party hereunder, including but not limited to the power to grant or issue any consent, release, subordination, continuation statement or termination statement, and no insured holder shall have any right, title, or interest in or to the security interest created by this Agreement or any benefits hereof.**

**I. Secured Party will make or insure future loans or advances to Debtor provided funds are available and the Debtor meets all then current requirements imposed by regulations of the Secured Party.**

**J. SECURED PARTY HAS INFORMED DEBTOR THAT DISPOSAL OF PROPERTY COVERED BY THIS SECURITY AGREEMENT WITHOUT THE CONSENT OF SECURED PARTY, OR MAKING ANY FALSE STATEMENT IN THIS SECURITY AGREEMENT OR OTHER LOAN DOCUMENT, MAY CONSTITUTE A VIOLATION OF FEDERAL CRIMINAL LAW.**

**IN WITNESS WHEREOF, the Borrower has caused this Security Agreement to be executed by its Partner(s) who hereunto set(s) his/their hand(s) and seal(s) as of the date first written above.**

YORKTOWN-RIVERMEADE, LLC

BY YORKTOWN-RIVERMEADE APARTMENTS, INC.  
Its Managing Member

BY:   
ROBERT ADAMS  
It's Vice President

ACKNOWLEDGMENT

STATE OF

CITY/COUNTY OF

ss: Henrico

The foregoing instrument was acknowledged before me this 28th day of December, 2005, by Yorktown-Rivermeade Apartments, Inc., Its Managing Member and Robert Adams, Its Vice President of Yorktown-Rivemeade, LLC a Limited Liability Corporation, on behalf of the partnership.

"The said Robert Adams is personally known to me, or has produced the following as identification: Driver's License"

(NOTARY SEAL)

  
NOTARY PUBLIC

My commission expires July 31, 2006.

## FUNDING COMMITMENTS –

### RIVERMEADE II

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
MULTI-FAMILY PROGRAM  
DEFERRED PAYMENT NOTE**

Richmond, Virginia

FOR VALUE RECEIVED, the undersigned, jointly and severally, promise to pay to the order of the Department of Housing and Community Development (the "Noteholder"), the principal sum of One Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00), with interest on the unpaid principal balance commencing on the date hereof, at the Applicable Federal Rate (AFR) as of the date of this Deferred Payment Note, computed on the basis of a 360 day year, such interest being payable at the Virginia Housing Development Authority, 601 South Belvidere Street, Richmond, VA 23220, or such other place as the Noteholder may designate in writing as follows:

All interest in excess of one (1.0%) percent per annum shall be deferred until the date that is twenty (20) years after the date of this Deferred Payment Note. Monthly payments of the non-deferred interest shall be payable commencing on the first day of the second month following the month in which the Deed of Trust is executed; provided, however, that if the Deed of Trust is executed on the first day of any month, such first payment shall be due on the first day of the succeeding month, and continuing on the first day of each month thereafter until the day which is Twenty (20) years after the first day of the month immediately following the month in which this Note is dated or until such later date as may be established by the Noteholder, at which time the balance of principal, plus accrued interest thereon, shall be due and payable.

The undersigned covenants not to pay the debt evidenced by this Note or any part thereof prior to or in advance of the payment schedule described hereinabove, except as approved in writing by the Noteholder.

The undersigned shall pay to the Noteholder a late charge of five percent (5%) of any installment not received by the Noteholder within fifteen (15) days of its due date.

The loan evidenced by this Note is being made to finance the improvement of certain property pursuant to the HOME Program. This Note and the instrument securing the same may be sold, assigned, and transferred by the Noteholder.

Upon the failure of the undersigned to perform or comply with any of the terms or conditions of this Note, which failure is not cured within 15 days following written notice thereof, or upon the occurrence of any event of default under the Deed of Trust hereafter described securing this Note, the entire unpaid principal hereof, together with all accrued interest thereon, shall, at the option of the Noteholder, become at once due and payable (and no failure by the Noteholder to exercise such option shall be deemed or construed as a waiver of the right to exercise same in the event of any subsequent or continuing default or breach).

The undersigned makers, and any and all endorsers, sureties, guarantors and assumers hereof (each a "Party" and collectively the "Parties" hereto), hereby, jointly and severally, waive presentment, demand, protest, notices of dishonor and of protest, the benefits of homestead, and all other waivable exemptions, and all defenses and pleas on the ground of any extension(s) of the time of payment or of the due dates of this Note, in whole or in part, before or after maturity, with or without notice, it being further agreed by all Parties that they will pay any collection expense, court costs, and reasonable attorneys' fees which may be incurred in the collection or enforcement of this Note or any part hereof.

This Note is secured by a Deed of Trust of even date herewith conveying real property and other security, which real property is briefly described as Parcel B, consisting of 3.4092 Acres, Nelson District located in the County of York, Virginia, and more fully described in said Deed of Trust, in which the Trustees are Donald L. Ritenour and J. Judson McKellar, Jr., one of whom has countersigned this Note solely for the purpose of identifying the same as being secured by said Deed of Trust.

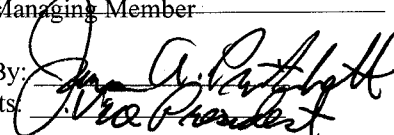
Anything herein or in any other instrument referenced herein to the contrary notwithstanding, the undersigned and any principal, agent or partner of the undersigned, whether disclosed or undisclosed, shall not be personally liable for the payment of any sums due hereunder or secured under the hereinabove referenced Deed of Trust, including without limitation, any deficiency between such sums and the proceeds applied thereto by the Noteholder from the sale of the real property identified in the preceding paragraph and any other collateral; and no personal judgment will be sought against the undersigned or any principal, agent or partner of the undersigned, whether disclosed or undisclosed, for payment of any such sums or such deficiency; provided, however, that nothing contained in this paragraph shall impair the validity of any of the provisions of the hereinabove referenced Deed of Trust or the exercise of any of the remedies thereunder as to the hereinabove identified real property and other collateral therein described.

WITNESS the following signature.

Yorktown-Rivermeade II, LLC  
(Mortgagor)

By Yorktown-Rivermeade Apartments II, Inc.

Its Managing Member

By:   
Its: Vice President

Countersigned by Trustee  
VHDA Form No. 201-DHCD  
1/04





**United States Department of Agriculture  
Rural Development**

Virginia State Office

January 17, 2007

Yorktown Rivermeade Apartments, II  
930 Cambria Street, NE.  
Christiansburg, VA 24073

Dear Mr. Pritchett:

This letter is in reference to your loan which closed on December 18, 2006. The first payment is due on February 1, 2007. The payment is \$2320.39 plus applicable overage. This payment will cover the tenants that were in residence on January 1, 2007.

The Rural Development staff located at 22329 Main Street, Southampton Office Building 2, Courtland, Virginia VA 23837, will continue to service the account. Any communication regarding this account should be directed to their attention. Their number is (757) 653-2532.

Please be reminded that if your monthly payment or project worksheet is not received in the Courtland office on or before the 10<sup>th</sup> of the month in which it is due, you will be assessed a late fee in the amount of \$484.80, representing 6 percent of the full note rate payment which cannot be paid from project funds.

In accordance with your Loan Agreement, monthly deposits into the reserve account are expected. Failure to keep this account funded on schedule will be considered noncompliance and preclude your eligibility for future assistance and prevent earning or taking a return on your investment.

Enclosed with this letter are your copies of Assumption Agreement, MFH Interest Credit and Loan Agreement. Please note that this loan is for a term of 30 years with an amortization period of 50 years.

1606 Santa Rosa Road • Suite 238 • Richmond, VA 23229-5014  
Phone (804) 287-1550 • TDD (804) 287-1753 (for hearing impaired) FAX (804) 287-1718  
[www.rurdev.usda.gov/va](http://www.rurdev.usda.gov/va)  
Committed to the future of rural communities.

USDA is an equal opportunity provider, employer and lender.  
To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building,  
14<sup>th</sup> and Independence Avenue, SW, Washington, DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD).



If you have any questions or if additional information is required, please contact this office.

Sincerely,

A handwritten signature in black ink, appearing to read 'Byron W. Waters', with a stylized, flowing script.

BYRON W. WATERS  
Director, Multi-Family Housing Program

Enclosures

Cc: Area Director, Courtland, VA

# MULTI FAMILY HOUSING ASSUMPTION AGREEMENT

Type of Loan:  
(Check one) ☐ RCH ☒ RRH ☐ LH ☐ RHS

Terms:  
(Check one) ☒ Same ☐ New

Case Number:  
5 | 5 | 0 | 2 | 4 | 0 | 2 | 7 | 0 | 1 | 1 | 2 | 6 | 3 | 8

Project Number:  
0 | 1 | - | 4 |

THIS AGREEMENT dated December 18, 2006, is between the United States of America, acting through the

Department of Agriculture, Rural Housing Service or its successor (herein called the Government), and the assuming parties,

**Yorktown Rivermeade II, LLC**

(herein called Borrower), whose mailing address is 930 Cambria Strett, NE, Christiansburg, Virginia

The Government is the holder of debt instrument(s) executed by

identified as follows:

Kind of Instruction	Date Executed	Principal Amount	UNPAID ON DATE HERE OF			Int. Rate	Ins. Charge Rate
			Principal	Accrued Interest	Late Fees		
Promissory Note	03/12/1991	\$1,089,076.00	\$1,052,167.00	\$1,148.00		08.75	
		Totals 089,076.00	\$1,052,167.00	\$1,148.00	\$0.00	08.75	

And such loans are secured instrument(s) taken on property described therein which is located in \_\_\_\_\_  
 York County, State of Virginia

Kind of Instruction	Date Executed	Office Where Recorded	Book/Volume/ Document Number	Page Number
Deed of Trust	03/12/1991	Clerk of the Court, York VA	607	295
Financing Statement	03/12/1991	SCC	910321055	
Financing Statement	03/12/1991	Clerk's Office	91-129	

In consideration of the assumption of indebtedness and subsidy as herein provided and the Government's consent to this assumption and related conveyance of the security property, if applicable, it is agreed as follows:

1. The assuming parties hereby jointly and severally assume liability for and agree to pay to the order of the Government at the office shown below (or other as may later be specified) the amounts, including all obligations and duties under any note or other security instrument identified above, the principal sum of one million, fifty-three thousand, three hundred and 15/100 dollars (\$ 1,053,315) plus interest at the rate of eight & three percent (8.75%) per fourths annum, payable in installments as follows:

☒ a. \$ 2320.39 on February 1, 20 07 and  
\$ 2320.39 thereafter on the FIRST of each MONTH

until the principal and interest are fully paid, except that the final installment of the entire indebtedness evidenced hereby, if not sooner paid, shall be due and payable on or before \_\_\_\_\_,

☐ b. Upon completion of this assumption all payments will be converted to the Predetermined Amortization Schedule System (PASS) and, the first installment in the amount of \$ \_\_\_\_\_, 20 \_\_\_\_\_. Thereafter, regular installments, each in the amount of \$ \_\_\_\_\_ will be due and payable on the first day of each month until the principal and interest are fully paid, except that the final installment of the entire indebtedness evidenced hereby, if not paid sooner, shall be due and payable on or before \_\_\_\_\_,

2. Payments of principal and interest shall be applied in accordance with the Government's accounting procedures in effect on the date of the receipt of the payment. The Borrower agrees to pay late charges in accordance with the Government's regulations in effect when a late charge is assessed.
3. The provisions of said debt and security instruments and of any outstanding agreement executed or assumed by the present debtors pertinent thereto shall, except as modified herein, remain in full force and effect, and the assuming parties hereby assume obligations of and agree to be bound by and comply with all covenants, agreements and conditions contained in said instruments and agreements, except as modified herein, the same as if they had executed them as of the dates thereof as principal obligors.
4. Provisions of the debt and security instrument(s) which require that the borrower graduate to another credit source do not apply to an assumption on ineligible terms. (An assumption on ineligible terms has been identified by the approval official and so noted in the official case file maintained at the Government's office noted in this document.)
5. The property secured by the instruments described in Table II was obtained or improved through Federal financial assistance. This property is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the property continues to be used for the same or similar purpose for which financial assistance was extended or so long as the purchaser owns it, whichever is longer.
6. This Agreement is subject to present regulations of the Government and to its future regulations which are not inconsistent with the express provisions hereof.

UNITED STATE OF AMERICA, Rural Housing Service

By Ellen Matthews Davis

ELLEN MATTHEWS DAVIS

State Director  
Rural Development

1606 Santa Rosa Road

(Office Address)  
Richmond, Virginia

YORKTOWN-RIVERMEADE II, LLC

BY: YORKTOWN RIVERMEADE APARTMENTS II, INC.  
It's Managing Member (Borrowers)

BY: (Borrowers)  
JAMES A. PRITCHETT, It's Vice President

This indebtedness shall be nonrecourse as to all undersigned partners as liability shall be limited to the real estate described in the deed of trust and all other assets of the partnership.

MULTIPLE FAMILY HOUSING  
INTEREST CREDIT AGREEMENTFORM APPROVED  
OMB NO. 0575-0189

INSTRUCTIONS- TYPE IN CAPITALIZED ELITE TYPE IN SPACES MARKED ( )		
1. BORROWER CASE NUMBER	2. PROJECT NUMBER (MFH Only)	3. LOAN NUMBER
550240270112638	0114	01
4. TYPE OF LOAN	5. EFFECTIVE DATE OF AGREEMENT	6. INTEREST CREDIT PLAN CODE
R R H	121806	5 1-Plan I 2-Plan II 5-Plan II RA 6-Plan RA 7-Section 8 (1 %) 8-Section 8 (2%)
8. REDUCED LOAN PAYMENT		9. SUBSIDY CREDIT
12320139		15715191613

10. This Agreement between the United States of America, acting through the Department of Agriculture, Rural Housing Service ("Government") pursuant to Section 521 of the Housing Act of 1949, and Yorktown-Rivermeade II, LLC

\_\_\_\_\_ ("Borrower") supplements a Deed of Assumption in the principal amount of \$ 1,053,315 at Eight & Three Fourths percent ( 08.75 %) interest, dated December 18, 2006 which was drawn in ☒ a single advance ☐ multiple advances,

11. The Government shall compute interest on the borrower's account at the promissory note rate.

12. Subject to the provisions of this Agreement the Government will credit \$ 5,759.63 subsidy, less surcharge/overage, to the borrower's account when each MONTHLY payment is made. The borrower's subsidized payment shall be \$ \_\_\_\_\_ plus surcharge/overage.

13. Borrower shall Submit to the Government, as required by the Government in form prescribed or approved by it, proof of borrower's income and expenses for the previous calendar year or other designated periods, and any information on the family size and income of the occupants of the housing financed with the loan evidenced by the note.

14. If the Government should determine that the borrower has defaulted under any terms or conditions of this Agreement, the note, borrower's related Loan Resolution/Agreement, and supplementary or related agreements, or any related Security instrument, or violates any program regulations, at its option the Government may suspend or terminate this Agreement as of any specified date following the default.

15. No credit to the borrower's account provided for in paragraph 12 shall be made following any termination date specified pursuant to paragraph 14.

16. The Government shall credit the borrower's account, or pay the borrower rental assistance, including periods of default when determined to be in the Government's best interest, amounts equal to the difference between the payment required in paragraph 12 above and the payment required under a formula and procedure prescribed by the Government.

17. No credit or conditions of the note or any related security or other instrument shall be affected by this Agreement except as expressly set forth herein.

18. This Agreement is Subject to the present regulations of the Rural Housing Service, and to its future regulations not inconsistent with the express provisions hereof.

19. Upon request, the borrower will permit representatives of the Government (or other agencies of the Department of Agriculture authorized by the Department) to inspect and make copies of any records of borrower pertaining to Rural Housing Service loans and this Agreement.

20. If the borrower has received any excessive credit or payment, in addition to any rights of recovery, the Government may deduct the amount from any subsequent credit or payment.

21. If the Government should determine that the subsidy is no longer needed for the benefit of the tenants, at its option the Government may upon written notice suspend, modify or terminate this agreement as of any specific date.

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0189. The time required to complete this information collection is estimated to average 15 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.

YORKTOWN-RIVERMEADE II, LLC

(CORPORATE SEAL)

BY: YORKTOWN RIVERMEADE APARTMENTS II, INC.

It's Managing Member (NAME OF BORROWER)

BY:

James A. Pritchett  
(SIGNATURE & TITLE OF EXECUTIVE OFFICIAL)

JAMES A. PRITCHETT, It's Vice President  
930 Cambria Street, NE, Christiansburg VA  
(P.O. BOX OR STREET ADDRESS)

\_\_\_\_\_  
(SIGNATURE OF ATTESTING OFFICIAL)

\_\_\_\_\_  
(TITLE OF ATTESTING OFFICIAL)

\_\_\_\_\_  
(CITY, STATE, AND ZIP CODE)

UNITED STATES OF AMERICA  
RURAL HOUSING SERVICE

By

Edw Matthews Davis

STATE DIRECTOR FOR Virginia

RURAL DEVELOPMENT

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(DATE OF EXECUTION)

## LOAN AGREEMENT

- ☐ RRH Loan to a Partnership Operating on a Profit Basis  
☐ RRH Loan to a Limited Partnership Operating on a Profit Basis  
☐ RRH Loan to a Partnership Operating on a Limited Profit Basis  
☐ RRH Loan to a Limited Partnership Operating on a Limited Profit Basis  
☒ Loan to a Limited Liability Company

1. Parties and Terms Defined. This agreement dated December 13, 2006

between \_\_\_\_\_, a partnership, duly organized and operating under Laws of the Commonwealth of VA,  
("Partnership"), whose address is 930 Cambria Street, NE, Christiansburg Virginia 24073,  
and the United States of America acting through the Rural Housing Service or a successor agency, United States Department  
of Agriculture ("Government"), is made in consideration of a loan, ("Loan"), to the Partnership in

the amount of \$ 1,053,315.00 made or insured, or to be made or insured, by the Govern-  
ment

pursuant to section 515(b) of the Housing Act of 1949 to build a rehab 32 unit project.  
The loan may be sold and insured by the Government. The loan shall be used solely for the specific eligible purposes for which  
it is approved by the Government in order to provide rental housing and related facilities for eligible occupants, as defined by  
the Government in rural areas. Such housing, facilities, and the land constituting the site are herein called "Housing". The  
indebtedness and other obligations of the Partnership under the note evidencing the loan, the related security instrument and  
any related agreement are herein called "Loan Obligations".

2. Execution of Loan Instruments. To evidence the Loan the Partnership shall issue a promissory note, ("Note"), signed by  
the Partnership, on behalf of the Partnership for the amount of the Loan, payable in installments over a period of 410 months  
years, bearing interest at a rate, and containing other terms and conditions, prescribed by the Government. To secure the Note or any  
indemnity or other agreement required by the Government, the Partnership is to execute a real estate security instrument giving a lien  
upon the Housing and upon such other real property of the Partnership as the Government shall require, including an assignment of the  
rents, subsidies, revenues and profits as collateral security to be enforced in the event of any default by the Partnership, and containing  
other terms and conditions prescribed by the Government. The Partnership is to execute any other security instruments and other  
instruments and documents required by the Government in connection with the making or insuring of the Loan.

3. Equal Opportunity and Nondiscrimination Provisions. The General Partners are hereby authorized and directed to  
execute on behalf of the Partnership (a) any undertakings and agreements required by the Government pursuant to Title VIII  
of the Civil Rights Act of 1968 as amended by the Fair Housing Amendments Act of 1988 related to Fair Housing regarding  
nondiscrimination in the use and occupancy of housing, (b) Form RD 400-1 entitled "Equal Opportunity Agreement",  
including an "Equal Opportunity Clause" to be incorporated in or attached as a rider to each construction contract the amount  
of which exceeds \$10,000 and any part of which is paid for with funds from the Loan, and (c) Form RD 400-4, entitled  
"Assurance Agreement (under Title VI, Civil Rights Act of 1964)", a copy of which is attached hereto and made a part hereof,  
and any other undertakings and agreements required by the Government pursuant to lawful authority.

4. Borrower Equity Contribution. The amount of \$ 106,000.00 to be contributed by the Partnership from  
its own funds for the land purchase or development will be placed or deposited with the lender and disbursed prior to any  
disbursement of interim loan funds or any loan funds from the Government.

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0189. The time required to complete this information collection is estimated to average 15 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.

YORKTOWN-RIVERMEADE II, LLC

PARTNERSHIP NAME

By:

BY: YORKTOWN RIVEMEADE APARTMENTS II, INC.

It's Managing Member

BY:

  
JAMES A. FRITCHETT, It's Vice President

- f. Submit the reports required under 7 CFR part 3560 or any successor regulation to the Government for prior review.
- g. If required by the Government, modify and adjust any matters covered by clause (f) of this section.
- h. Comply with all its agreements and obligations in or under the Note, security instrument, and any related agreement executed by the Partnership in connection with the Loan.
- i. Not alter, amend, or repeal without the Government's consent this agreement or the Partnership Agreement, which shall constitute parts of the total contract between the Partnership and the Government relating to the Loan Obligations.
- j. ~~Take other action as may be required by the Government in connection with the operation of the Housing, or~~  
with any of the Partnership's operations or affairs which may affect the Housing, the Loan Obligations, or the security.
- k. If the return on investment for any year exceeds 8 percent annum of Partnership's initial investment of

\$ 106,000.00 <sup>\*\*</sup>, the Government may require that the Borrower reduce rents the following year or refund the excess return on the investment to the tenants or use said excess in a manner that will best benefit the tenants.

#### 7. General Provisions.

- a. It is understood and agreed by the Partnership that any loan made or insured will be administered subject to the limitations of the authorizing act of Congress and related regulations, and that any rights granted to the Government in this agreement or elsewhere may be exercised in the Government's sole discretion.
- b. The provisions of this agreement are representations to the Government, to induce the Government, to make or insure a loan to the Partnership. If the Partnership should fail to comply with or perform any provision of this agreement or any requirement made by the Government pursuant to this agreement, such failure shall constitute default as fully as default in payment of amounts due on the Loan Obligations. In the event of such failure, the Government at its option may require specific performance, declare the entire amount of the Loan Obligations immediately due and payable and, if such entire amount is not immediately paid, may take possession of and operate the Housing and proceed to foreclose its security and enforce all other available remedies, or take such other action as it deems necessary to enforce the provisions of this agreement.
- c. To the extent legally permitted any provisions of this agreement may be waived by the Government in its sole discretion, or changed by agreement between the Government and the Partnership.
- d. Any notice, consent, approval, waiver, amendment, or agreement must be in writing.
- e. This loan agreement shall be subject to the present and future laws and regulations of the Government.
- f. The Partnership agrees that no person with a disability will be subjected to discrimination in employment or denied the benefits of the Housing because of such disability. It will comply with the requirements of the Fair Housing Act, 42 U.S.C. 360 et seq., the Fair Housing Amendments Act of 1988, the Rehabilitation Act of 1973, 29 U.S.C. 794, the Americans with Disabilities Act of 1990, 42 U.S.C. 12101 et seq., and the implementing regulations of the Department of Agriculture, 7 C.F.R. part 15b.
- g. This agreement may be cited in the security instrument and any other instruments as the "Loan Agreement" of December 13, 20\_\_\_\_.

**\*\* NOTE:** "These figures are derived from the original Loan Agreement dated July 7, 1989. RD acknowledges that borrower may be entitled to a revision of these figures and such revision may result in a increase in return on investment. RD will cooperate with borrower to recalculate the values for these figures post-closing. Any increase in return on investment is subject to the concurrence of the Office of Rental Housing Preservation pursuant to handbook HB-3-3560, Attachment 7-A before becoming effective."



5. Accounts for Housing Operations and Loan Servicing. The Partnership shall establish on its books the following accounts, which shall be maintained so long as the Loan Obligations remain unsatisfied: a General Operating Account, a Tenant Security Deposit Account and a Reserve Account.

a. General Operating Account. By the time the Government loan is closed or interim funds are obtained, whichever occurs first, the Partnership shall provide cash from the Borrower's own funds in an amount totaling \$ 0.00. Use of deposited cash will be in accordance with 7 CFR part 3560 or any successor regulation.

\*\* b. Reserve Account. Transfers at a rate not less than \$ 10,891.00 annually shall be made to

\*\* the Reserve Account until the amount in the Reserve Account reaches the minimum sum of \$ 108,910.00 or such higher amount later agreed to by the Government. Restoration of disbursed funds shall be made on a schedule approved by the Government. Withdrawal and use of funds deposited to this account will be in accordance with 7 CFR part 3560 or any successor regulation. With prior consent of the Government, funds in the Reserve Account may be used by the Partnership for any purpose including paying a dividend up to 8 percent per annum of the Borrower's initial investment of \$ 106,000.00.

6. Regulatory Covenants. So long as the Loan Obligations remain unsatisfied, the Partnership shall comply with all appropriate regulations of the Government and shall:

a. Impose and collect such fees, assessments, rents, and charges that the income of the Housing will be sufficient at all times for operation and maintenance of the Housing, payments on the Loan Obligations, and maintenance of the accounts.

b. Establish and maintain complete books and records relating to the Housing's financial affairs, such books and records audited at the end of each fiscal year (with a copy promptly sent to the Government), and permit the Government or its representative to inspect such books and records at all reasonable times.

c. If required or permitted by the Government, revise the required accounts, or establish new accounts, to cover handling and disposition of income from and payment of expenses attributable to the Housing or to any other property securing the Loan Obligations, and submit regular and special reports concerning the Housing or financial affairs.

d. Agree that if any provisions of its organizational documents or any verbal understandings conflict with the terms of this loan agreement, the terms of the loan agreement shall prevail and govern.

e. Unless the Government gives prior consent:

1) Not use the Housing for any purpose other than as rental housing and related facilities for eligible occupants.

2) Not enter into any contract or agreement for improvements or extensions to the Housing or other property securing the Loan Obligations.

3) Not change the membership by either the admission or withdrawal of any general partners nor permit general partners to maintain less than an aggregate of 5 percent financial interest in the Partnership nor cause or permit voluntary dissolution of the Partnership nor cause or permit any transfer or encumbrance of title to the Housing or any part thereof or interest therein, by sale, mortgage, lease, or otherwise.

4) Not borrow any money, nor incur any liability which would have a detrimental effect on the Housing.

**Attachment to Loan Agreement  
YORKTOWN-RIVERMEADE II, LLC**

**"The borrower and any successors in interest agree to use the housing for the purpose of housing people eligible for occupancy as provided in Section 514 or Section 515 of Title V of the Housing Act of 1949, as amended, and FmHA regulations then extant during this 20 year period beginning December 18, 2006, no eligible person occupying the housing shall be required to vacate, or any eligible person wishing to occupy shall be denied occupancy without cause. The borrower will be released from these obligations before that date only when the Government determines that there is no longer a need for such housing, or that such other financial assistance provided due to no fault, action or lack of action on the part of the borrower. A tenant or individual wishing to occupy the housing may seek enforcement of this provision, as well as the Government.**





**United States Department of Agriculture  
Rural Development**

Virginia State Office

March 24, 2009

Community Housing Partners Corp.  
100 W. Franklin Street, Suite 300  
Richmond, VA 23220

**SUBJECT: Amended Loan Agreements  
Yorktown-Rivermeade II, LLC / Rivermeade II Apartments**

Dear Mr. Henry:

The subject transfer, processed in accordance with RD Instructions 3560 has been approved/closed subject to a subsequent review by the Office of Rental Housing Preservation (ORHP) in the Rural Development National Office. As you are aware the State Office worked with you to develop an increased return on investment (ROI) and post transfer reserve account annual required deposit requirements prior to submitting the transfer structure to ORHP for approval. We have received notice from ORHP that the submitted structure has been approved by the National Office. Accordingly, we have been advised to make the following adjustments to the loan agreement for this account. To put the new structure into effect the transferee needs to note its acceptance of the conditions as stated in the attachment to the loan agreement titled "Revision to Loan Agreement" and will execute the revision page and return to this office upon completion.

The revisions for the loan agreement(s) are as follows:

- Borrower Equity Contribution will be based on the amount of \$508,800 to be contributed by the Partnership's own funds.
- Reserve Account will be at rates not less than \$11,200 (first 3 yrs) and \$15,082 (thereafter) annually shall be made to the Reserve Account. A monthly deposit in the amount of \$934 and \$1,257 must be made to the project reserve account. Each month a deposit equal to 1/12<sup>th</sup> of the annual contribution identified in Exhibit A "515 Demo Calculator" (copy attached) must be made to the reserve account.
- ROI will include paying a dividend up to 8 percent annum of \$508,800, the borrower's initial investment.

These are the only revisions made to the loan agreement previously signed on December 13, 2006. If there are any parts of the "Revision to Loan Agreement" you feel are incorrect or will not assume responsibilities for, please contact this office immediately to discuss. Thank you for your cooperation in this matter. Should you have any questions, please contact Betty Saunders at (804) 287-1583.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Vernon Orrell", enclosed within a large, loopy oval shape.

J. Vernon Orrell  
Acting State Director

1606 Santa Rosa Road • Suite 238 • Richmond, VA 23229-5014  
Phone (804) 287-1550 • TDD (804) 287-1753 (for hearing impaired)  
[www.rurdev.usda.gov/va](http://www.rurdev.usda.gov/va)  
Committed to the future of rural communities.

USDA is an equal opportunity provider, employer and lender.  
To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building,  
14<sup>th</sup> and Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice or TDD).

REVISION TO LOAN AGREEMENT  
YORKTOWN – RIVERMEADE II, LLC

Revisions have been made to the Loan Agreement dated December 13, 2006, for Yorktown-Rivermeade II, LLC to reflect the approval from the National Office of Rental Housing Preservation. The revision has an increase in return on investment and increase in reserve requirements as indicated by the Capital Needs Assessments.

Borrower Equity Contribution – The amount of \$508,800.00 to be contributed by the Partnership from its own funds for the land purchase or development will be placed or deposited with the lender and disbursed prior to any disbursement of interim loan funds or any loan funds from the Government.

Reserve Account will be at rate not less than \$11,200.00 annually (first 3 years) and \$15,082.00 annually thereafter shall be made to the Reserve Account. A monthly deposit in the amount of \$934.00 (first 3 years) and 1,257.00 thereafter must be made to the project reserve account. Each month, thereafter, a monthly deposit equal to 1/12<sup>th</sup> of the annual contribution identified in Exhibit A “Rivermeade II Apartments 515 Demo Calculator” (copy attached) must be made to the reserve account. With prior consent of the Government, funds in the Reserve Account may be used by the Partnership for any purpose including paying a dividend up to 8 percent annum of the Borrower’s initial investment of \$508,800.00.

The undersigned hereby assumes all responsibilities and obligations of the LOAN AGREEMENT under the terms and conditions within.

3-31-09  
DATE

BORROWER:

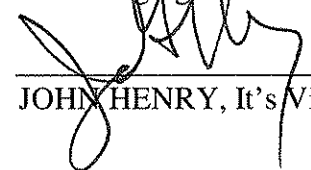
YORKTOWN – RIVERMEADE II, LLC  
A Virginia limited liability company

BY: Yorktown Rivermeade Apartments II, Inc.

A Virginia Corporation

It's Managing Member

BY:



JOHN HENRY, It's Vice President

# RIVERMEADE II

3/6/2009

Prefunding of \$105,169  
Based on annual average needs of \$28,620

## 515 Demo Calculator

Year	Begin	Plus Deposit	CNA Needs	Plus Interest	Ending	Enter interest rate as decimal
At Closing	211,334				\$ 211,334	
1	211,334	\$11,200	250	\$ 4,227	\$ 226,511	0.02
2	226,511	\$11,200	773	\$ 4,227	\$ 241,165	
3	241,165	\$11,200	796	\$ 4,530	\$ 256,099	
4	256,099	\$15,082	820	\$ 4,823	\$ 275,184	
5	275,184	\$15,082	6,593	\$ 5,122	\$ 288,795	
6	288,795	\$15,082	38,628	\$ 5,504	\$ 270,753	
7	270,753	\$15,082	24,653	\$ 5,776	\$ 266,958	
8	266,958	\$15,082	33,274	\$ 5,415	\$ 254,181	
9	254,181	\$15,082	25,306	\$ 5,339	\$ 249,296	
10	249,296	\$15,082	\$54,646	\$ 5,084	\$ 214,816	
11	214,816	\$15,082	7,894	\$ 4,986	\$ 226,990	
12	226,990	\$15,082	30,025	\$ 4,296	\$ 216,343	
13	216,343	\$15,082	15,136	\$ 4,540	\$ 220,829	
14	220,829	\$15,082	15,590	\$ 4,327	\$ 224,648	
15	224,648	\$15,082	27,932	\$ 4,417	\$ 216,215	
16	216,215	\$15,082	30,730	\$ 4,493	\$ 205,060	
17	205,060	\$15,082	23,013	\$ 4,324	\$ 201,453	
18	201,453	\$15,082	98,291	\$ 4,101	\$ 122,345	
19	122,345	\$15,082	99,963	\$ 4,029	\$ 41,493	
20	41,493	\$15,082		\$ 2,447	\$ 59,022	

MFIS begin balance \$106,165  
plus prefunding = \$211,334

## LOAN AGREEMENT

- ☐ RRH Loan to a Partnership Operating on a Profit Basis  
☐ RRH Loan to a Limited Partnership Operating on a Profit Basis  
☐ RRH Loan to a Partnership Operating on a Limited Profit Basis  
☐ RRH Loan to a Limited Partnership Operating on a Limited Profit Basis  
☒ Loan to a Limited Liability Company

1. Parties and Terms Defined. This agreement dated December 13, 2006

between Yorktown-Rivermeade II, LLC, a partnership, duly organized and operating under Laws of the Commonwealth of VA,  
("Partnership"), whose address is 930 Cambria Street, NE, Christiansburg, Virginia 24073,  
and the United States of America acting through the Rural Housing Service or a successor agency, United States Department  
of Agriculture ("Government"), is made in consideration of a loan, ("Loan"), to the Partnership in

the amount of \$ 1,053,315.00 made or insured, or to be made or insured, by the Govern-  
ment

pursuant to section 515(b) of the Housing Act of 1949 to build a rehab 32 unit project.  
The loan may be sold and insured by the Government. The loan shall be used solely for the specific eligible purposes for which  
it is approved by the Government in order to provide rental housing and related facilities for eligible occupants, as defined by  
the Government in rural areas. Such housing, facilities, and the land constituting the site are herein called "Housing". The  
indebtedness and other obligations of the Partnership under the note evidencing the loan, the related security instrument and  
any related agreement are herein called "Loan Obligations".

2. Execution of Loan Instruments. To evidence the Loan the Partnership shall issue a promissory note, ("Note"), signed by  
the Partnership, on behalf of the Partnership for the amount of the Loan, payable in installments over a period of 410 months  
years, bearing interest at a rate, and containing other terms and conditions, prescribed by the Government. To secure the Note or any  
indemnity or other agreement required by the Government, the Partnership is to execute a real estate security instrument giving a lien  
upon the Housing and upon such other real property of the Partnership as the Government shall require, including an assignment of the  
rents, subsidies, revenues and profits as collateral security to be enforced in the event of any default by the Partnership, and containing  
other terms and conditions prescribed by the Government. The Partnership is to execute any other security instruments and other  
instruments and documents required by the Government in connection with the making or insuring of the Loan.

3. Equal Opportunity and Nondiscrimination Provisions. The General Partners are hereby authorized and directed to  
execute on behalf of the Partnership (a) any undertakings and agreements required by the Government pursuant to Title VIII  
of the Civil Rights Act of 1968 as amended by the Fair Housing Amendments Act of 1988 related to Fair Housing regarding  
nondiscrimination in the use and occupancy of housing, (b) Form RD 400-1 entitled "Equal Opportunity Agreement",  
including an "Equal Opportunity Clause" to be incorporated in or attached as a rider to each construction contract the amount  
of which exceeds \$10,000 and any part of which is paid for with funds from the Loan, and (c) Form RD 400-4, entitled  
"Assurance Agreement (under Title VI, Civil Rights Act of 1964)", a copy of which is attached hereto and made a part hereof,  
and any other undertakings and agreements required by the Government pursuant to lawful authority.

\* 4. Borrower Equity Contribution. The amount of \$ 106,000.00 to be contributed by the Partnership from  
its own funds for the land purchase or development will be placed or deposited with the lender and disbursed prior to any  
disbursement of interim loan funds or any loan funds from the Government.

\* See Revision to Loan Agreement (Attached)

- f. Submit the reports required under 7 CFR part 3560 or any successor regulation to the Government for prior review.
- g. If required by the Government, modify and adjust any matters covered by clause (f) of this section.
- h. Comply with all its agreements and obligations in or under the Note, security instrument, and any related agreement executed by the Partnership in connection with the Loan.
- i. Not alter, amend, or repeal without the Government's consent this agreement or the Partnership Agreement, which shall constitute parts of the total contract between the Partnership and the Government relating to the Loan Obligations.
- j. ~~Take other action as may be required by the Government in connection with the operation of the Housing, or with any of the Partnership's operations or affairs which may affect the Housing, the Loan Obligations, or the security.~~

k. If the return on investment for any year exceeds 8 percent annum of Partnership's initial investment of \$ 106,000.00 \*\*, the Government may require that the Borrower reduce rents the following year or refund the excess return on the investment to the tenants or use said excess in a manner that will best benefit the tenants.

7. General Provisions.

a. It is understood and agreed by the Partnership that any loan made or insured will be administered subject to the limitations of the authorizing act of Congress and related regulations, and that any rights granted to the Government in this agreement or elsewhere may be exercised in the Government's sole discretion.

b. The provisions of this agreement are representations to the Government, to induce the Government, to make or insure a loan to the Partnership. If the Partnership should fail to comply with or perform any provision of this agreement or any requirement made by the Government pursuant to this agreement, such failure shall constitute default as fully as default in payment of amounts due on the Loan Obligations. In the event of such failure, the Government at its option may require specific performance, declare the entire amount of the Loan Obligations immediately due and payable and, if such entire amount is not immediately paid, may take possession of and operate the Housing and proceed to foreclose its security and enforce all other available remedies, or take such other action as it deems necessary to enforce the provisions of this agreement.

c. To the extent legally permitted any provisions of this agreement may be waived by the Government in its sole discretion, or changed by agreement between the Government and the Partnership.

d. Any notice, consent, approval, waiver, amendment, or agreement must be in writing.

e. This loan agreement shall be subject to the present and future laws and regulations of the Government.

f. The Partnership agrees that no person with a disability will be subjected to discrimination in employment or denied the benefits of the Housing because of such disability. It will comply with the requirements of the Fair Housing Act, 42 U.S.C. 360 et seq., the Fair Housing Amendments Act of 1988, the Rehabilitation Act of 1973, 29 U.S.C. 794, the Americans with Disabilities Act of 1990, 42 U.S.C. 12101 et seq., and the implementing regulations of the Department of Agriculture, 7 C.F.R. part 15b.

g. This agreement may be cited in the security instrument and any other instruments as the "Loan Agreement" of December 13, 20 .

\*\* NOTE: "These figures are derived from the original Loan Agreement dated July 7, 1989. RD acknowledges that borrower may be entitled to a revision of these figures and such revision may result in a increase in return on investment. RD will cooperate with borrower to recalculate the values for these figures post-closing. Any increase in return on investment is subject to the concurrence of the Office of Rental Housing Preservation pursuant to handbook HB-3-3560, Attachment 7-A before becoming effective."



5. Accounts for Housing Operations and Loan Servicing. The Partnership shall establish on its books the following accounts, which shall be maintained so long as the Loan Obligations remain unsatisfied: a General Operating Account, a Tenant Security Deposit Account and a Reserve Account.

a. General Operating Account. By the time the Government loan is closed or interim funds are obtained, whichever occurs first, the Partnership shall provide cash from the Borrower's own funds in an amount totaling \$ 0.00. Use of deposited cash will be in accordance with 7 CFR part 3560 or any successor regulation.

\*\* b. Reserve Account. Transfers at a rate not less than \$ 10,891.00 annually shall be made to

\*\* the Reserve Account until the amount in the Reserve Account reaches the minimum sum of \$ 108,910.00 or such higher amount later agreed to by the Government. Restoration of disbursed funds shall be made on a schedule approved by the Government. Withdrawal and use of funds deposited to this account will be in accordance with 7 CFR part 3560 or any successor regulation. With prior consent of the Government, funds in the Reserve Account may be used by the Partnership for any purpose including paying a dividend up to 8 percent per annum of the Borrower's initial investment of \$ 106,000.00.

6. Regulatory Covenants. So long as the Loan Obligations remain unsatisfied, the Partnership shall comply with all appropriate regulations of the Government and shall:

a. Impose and collect such fees, assessments, rents, and charges that the income of the Housing will be sufficient at all times for operation and maintenance of the Housing, payments on the Loan Obligations, and maintenance of the accounts.

b. Establish and maintain complete books and records relating to the Housing's financial affairs, such books and records audited at the end of each fiscal year (with a copy promptly sent to the Government), and permit the Government or its representative to inspect such books and records at all reasonable times.

c. If required or permitted by the Government, revise the required accounts, or establish new accounts, to cover handling and disposition of income from and payment of expenses attributable to the Housing or to any other property securing the Loan Obligations, and submit regular and special reports concerning the Housing or financial affairs.

d. Agree that if any provisions of its organizational documents or any verbal understandings conflict with the terms of this loan agreement, the terms of the loan agreement shall prevail and govern.

e. Unless the Government gives prior consent:

1) Not use the Housing for any purpose other than as rental housing and related facilities for eligible occupants.

2) Not enter into any contract or agreement for improvements or extensions to the Housing or other property securing the Loan Obligations.

3) Not change the membership by either the admission or withdrawal of any general partners nor permit general partners to maintain less than an aggregate of 5 percent financial interest in the Partnership nor cause or permit voluntary dissolution of the Partnership nor cause or permit any transfer or encumbrance of title to the Housing or any part thereof or interest therein, by sale, mortgage, lease, or otherwise.

4) Not borrow any money, nor incur any liability which would have a detrimental effect on the Housing.

YORKTOWN-RIVERMEADE II, LLC

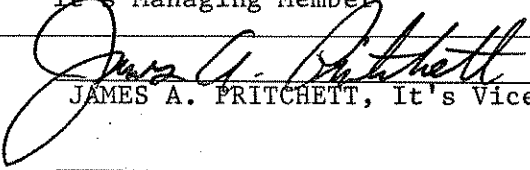
PARTNERSHIP NAME

By:

BY: YORKTOWN RIVEMEADE APARTMENTS II, INC.

It's Managing Member

BY:

 JAMES A. FRITCHETT, It's Vice President

RIVERMEADE II  
 Prefunding of \$105,169  
 Based on annual average needs of \$22,450 per C.N.A. dated 5/12/2006

**515 Demo Calculator**

Year	Begin	Plus Deposit	CNA Needs	Plus Interest	Ending	Enter interest rate as decimal <input type="text" value="0.02"/>
At Closing	211,334				\$ 211,334	
1	211,334	\$14,500	250	\$ 4,227	\$ 229,811	
2	229,811	\$14,500	773	\$ 4,227	\$ 247,765	
3	247,765	\$14,500	796	\$ 4,596	\$ 266,065	
4	266,065	\$14,500	820	\$ 4,955	\$ 284,700	
5	284,700	\$14,500	6,593	\$ 5,321	\$ 297,928	
6	297,928	\$14,500	38,628	\$ 5,694	\$ 279,494	
7	279,494	\$14,500	24,653	\$ 5,959	\$ 275,300	
8	275,300	\$14,500	33,274	\$ 5,590	\$ 262,116	
9	262,116	\$14,500	25,306	\$ 5,506	\$ 256,816	
10	256,816	\$14,500	\$54,646	\$ 5,242	\$ 221,912	
11	221,912	\$14,500	7,894	\$ 5,136	\$ 233,654	
12	233,654	\$14,500	30,025	\$ 4,438	\$ 222,567	
13	222,567	\$14,500	15,136	\$ 4,673	\$ 226,604	
14	226,604	\$14,500	15,590	\$ 4,451	\$ 229,965	
15	229,965	\$14,500	27,932	\$ 4,532	\$ 221,065	
16	221,065	\$14,500	30,730	\$ 4,599	\$ 209,434	
17	209,434	\$14,500	23,013	\$ 4,421	\$ 205,342	
18	205,342	\$14,500	98,291	\$ 4,189	\$ 125,740	
19	125,740	\$14,500	99,963	\$ 4,107	\$ 44,384	
20	44,384	\$14,500	38,106	\$ 2,515	\$ 23,293	



**UNITED STATES OF AMERICA**

**SECURITY AGREEMENT**

I. THIS SECURITY AGREEMENT, dated December 18, 2006, is made between the United States of America, acting through the Rural Housing Service, an agency of the United States Department of Agriculture ("Secured Party") and Yorktown-Rivermeade II, LLC a Limited Liability Corporation ("Debtor"), organized and existing under the laws of the Virginia, whose mailing address is 930 Cambria Street NE, Christiansburg, Virginia 24073.

II. Debtor is justly indebted to Secured Party as evidenced by one or more certain promissory note(s) or other instrument(s), all of which are herein called "note" (if more than one note is executed, the word "note" as used herein shall be construed as referring to each note singly or all notes collectively as the context may require) said note being executed by Debtor, being payable to the order of Secured Party in installments as specified therein, and authorizing acceleration of the entire indebtedness at the option of Secured Party upon any default by Debtor, and including, but not limited to, the following described notes:

<u>Date of Instrument(s)</u>	<u>Principal Amount(s)</u>	<u>Annual Rate(s) of Interest</u>	<u>Due Date(s) of Final Installment(s)</u>
December 18, 2006 (By Assumption)	\$1,053,315	08.750%	December 18, 2041
March 12, 1991	\$1,089,076	08.750%	March 12, 2041

The note evidences a loan to Debtor, and Secured Party, at any time, may assign the note and insure the payment thereof to any extent authorized by the Consolidated Farm and Rural Development Act, Title V of the Housing Act of 1949, or any other present or future act administered by the Secured Party.

It is the purpose and intent of this instrument that, among other things, at all times when the note is held by Secured Party, or in the event Secured Party should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity security agreement to secure Secured Party against loss under its insurance contract by reason of any default by Debtor.

NOW THEREFORE, in consideration of said loan(s) and (a) at all times when the note is held by Secured Party, or in the event Secured Party should assign this instrument without insurance of the payment of the note, to secure the prompt payment of all existing and future indebtedness and liabilities of Debtor to Secured Party and of all renewals and extensions thereof and any additional loans or future advances to Debtor heretofore or hereafter made or insured by Secured Party under the then existing provisions of Subtitle A of the Consolidated Farm and Rural Development Act, Title V of the Housing Act of 1949, or any other present or future act administered by the Secured Party - all with interest, (b) at all times when the note is held by an insured holder, to secure performance of debtor's agreement herein to indemnify and save harmless Secured Party against loss under its insurance contract by reason of any default by Debtor, (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by Secured Party, with interest, as hereinafter described, and the performance of every covenant and agreement of Debtor contained herein or in any supplementary agreement:

DEBTOR HEREBY GRANTS to Secured Party a security interest in and an assignment of its interest in the following collateral, including the proceeds thereof:

A. All accounts, general intangibles, and gross receipts now or hereafter in existence, including the proceeds thereof, derived from or pertaining to any and all activities of the Debtor in operating a rural rental housing project situate on the premises hereinafter described.

B. All ranges, refrigerators, washing machines, dryers, heating, air conditioning and other equipment pertaining to said rural rental housing project now owned or hereafter acquired, including all replacements of or substitutions therefor, and including, without limitation, the following:

<u>Quantity</u>	<u>Kind</u>
<u>32</u>	Refrigerators
<u>32</u>	Ranges

Disposition of said collateral is not authorized hereby.

Any fixtures described above are affixed or are to be affixed to the following described real estate:

SEE ATTACHED SCHEDULE A - PROPERTY LEGAL DESCRIPTION

III. DEBTOR WARRANTS, COVENANTS, AND AGREES THAT:

A. Debtor is the absolute and exclusive owner of the above-described collateral, and such collateral is free from all liens, encumbrances, security and other interest except (1) any existing liens, encumbrances, security or other interests in favor of Secured Party which shall remain in full force and effect, (2) any applicable statutory liens, and (3) other liens, encumbrances, security or other interests, as follows:

- (1) Easements and Restrictions of Record; and
- (2) Leases

and Debtor will defend the collateral against the claims and demands of all other persons. Any reference to the above liens, encumbrances, security and other interests is for warranty purposes only and does not indicate their priority.

**B.** Statements contained in this Security Agreement and in Debtor's loan application and related loan instruments are true and correct.

**C.** Debtor will (1) use the loan funds for the purpose for which they were or are advanced, (2) comply with such operation and management plans as may be agreed upon from time to time by Debtor and Secured Party, (3) care for and maintain the collateral in a reasonable manner, (4) insure the collateral in such amounts and manner as may be required by Secured Party, and if Debtor fails to do so, Secured Party, at its option, may procure such insurance, (5) permit Secured Party to inspect the collateral at any reasonable time, (6) not abandon the collateral or encumber, conceal, remove, sell or otherwise dispose of it or of any interest therein, or permit others to do so, without the prior written consent of Secured Party, (7) not permit the collateral to be levied upon, injured or destroyed or its value to be impaired, and (8) maintain its legal existence.

**D.** Debtor will pay promptly when due all (1) indebtedness evidenced by the note and any indebtedness to Secured Party secured hereby, (2) rents, taxes, insurance premiums, levies, assessments, liens, and other encumbrances, and costs of lien searches and maintenance and other charges now or hereafter attaching to, levied on, or otherwise pertaining to the collateral or this security interest, (3) filing, or recording fees for instruments necessary to perfect, continue, service or terminate this security interest, and (4) fees and other charges now or hereafter required by regulations of the United States of America, acting through the United States Department of Agriculture, and its successors.

**E.** If the note is insured by Secured Party, Debtor will indemnify and save harmless Secured Party against any loss by reason of any default by Debtor.

**F.** Whether or not the note is insured by Secured Party, Secured Party may at any time pay any other amounts required herein to be paid by Debtor and not paid by it when due, including any costs and expenses for the preservation or protection of the collateral or this security interest, as advances for the account of Debtor. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.

**G.** All advances by Secured Party as described in this instrument, with interest, shall be immediately due and payable by Debtor to Secured Party on demand at the place designated in the latest note and shall be secured hereby. No such advance by Secured Party shall relieve Debtor from breach of its covenant to pay. Any payment made by Debtor may be applied on the note or any indebtedness to Secured Party secured hereby, in any order Secured Party determines.

**H.** In order to secure or better secure the aforesaid obligation or indebtedness, Debtor will execute and deliver to Secured Party at any time, upon demand, such additional security instruments on such real and personal property as Secured Party may require. Debtor authorizes Secured Party to file a financing state prior to loan disbursement and to file amendments and continuations of the financing statement. With respect to the identification of accounts, and general intangibles, Debtor will furnish Secured Party such information as it may require to identify in a manner satisfactory to Secured Party, all account debtors and contract or other obligors and the amount of the respective accounts and other obligations. Debtor will also furnish Secured Party such additional information as it may require from time to time to further identify all other items of collateral.

**I.** This instrument also secures the obligations and covenants of Debtor set forth in Debtor's Loan Agreement of December 13, 2006 which has previously been executed as a security agreement and which is hereby incorporated herein by reference and shall continue in effect as a security agreement.

J. Debtor will not discriminate, or permit discrimination, in the use or occupancy of the facilities financed in whole or in part with the proceeds of the note on any prohibited basis.

K. Debtor hereby assigns to Secured Party any monies (but not in excess of the unpaid balance due hereunder) which may become payable under any insurance of the collateral, including return of unearned premiums, and directs any insurance company to make payments directly to the Secured Party to be applied to said unpaid balance and appoints Secured Party's, State Director for Virginia as attorney-in-fact to endorse any draft. After default by Debtor or in accordance with written authorization of Debtor, Secured Party may, upon giving such notice as may be required by law, cancel said insurance and credit any premium refund within said unpaid balance.

L. Debtor will not increase the rent of any tenant without first giving public notice of the proposed increase, eliciting tenant comment concerning the increase and submitting all comments together with a request for such increase to Secured Party in accordance with Secured Party's regulations.

M. Debtor hereby assigns and pledges all monies received or receivable pursuant to Debtor's Housing Assistance Payments Contract with the United States Department of Housing and Urban Development and hereby agrees that such payments are accounts receivable.

**IV. IT IS FURTHER AGREED THAT:**

A. Until default Debtor may retain possession of the collateral.

B. Default shall exist hereunder if Debtor fails to perform or discharge any obligation or to pay promptly any indebtedness hereby secured or to observe or perform any covenants or agreements herein or in any supplementary agreement contained, or if any of Debtor's representations or warranties herein prove false or misleading, or upon the bankruptcy, insolvency or voluntary or involuntary dissolution or merger of Debtor. Upon any such default:

1. Secured Party, at its option, with or without notice as permitted by law, may (a) declare the unpaid balance on the note and any indebtedness secured hereby immediately due and payable, (b) enter upon the premises and take possession of, repair, improve, use and operate the collateral or make equipment usable, for the purpose of protecting or preserving the collateral of this security interest, or preparing or processing the collateral for sale, (c) exercise any sale or other rights afforded by law; and (d) have the right at any time to notify the account debtors, or contract or other obligors of the security interest of Secured Party in, and of the assignment to Secured Party of the accounts, or general intangibles upon which the respective account debtors or contract or other obligors are liable to Debtor, and to notify such account debtors or contract or other obligors to make payment of such accounts or other obligations directly to Secured Party, and Secured Party shall also have the right to take control of the cash and other proceeds of any of Debtor's accounts, gross receipts, or general intangibles. The costs of collection and enforcement of the accounts, or general intangibles shall be borne by the Debtor even though such expenses may have been incurred by Secured Party.

2. Debtor hereby (a) agrees to assemble the collateral and make it available to Secured Party at such time(s) and place(s) as designated by Secured Party, and (b) waives all notices, exemptions, compulsory disposition and redemption rights.

3. A default shall exist under any other security instrument held or insured by Secured Party and executed or assumed by Debtor on real or personal property. Likewise, default under any such other security instrument shall constitute default hereunder.



C. Proceeds from disposition of collateral shall be applied first on expenses of retaking, holding, preparing for sale, selling and the like, and for payment of reasonable attorneys' fees and legal expenses incurred by Secured Party; second to the satisfaction of prior security interests or liens to the extent required by law and in accordance with the then current regulations of the United States of America, acting through the United States Department of Agriculture, and/or its successor; third to the satisfaction of indebtedness secured hereby; fourth to the satisfaction of subordinate security interests or liens to the extent required by law; fifth to any other obligations of Debtor owing to or insured by Secured Party; and sixth to Debtor. Any proceeds collected under insurance policies or condemnation awards shall be applied first on advances and expenditures made by Secured Party with interest, as herein above provided; second on the debt evidenced by the note, unless Secured Party consents in writing to their use by Debtor under Secured Party's direction for repair or replacement of the collateral; third on any other obligation of Debtor owing to or insured by Secured Party, and any balance shall be paid to Debtor unless otherwise provided in the insurance policies. Debtor will be liable for any deficiency owed to Secured Party after such disposition of proceeds of the collateral condemnation awards and insurance.

D. This Agreement is subject to the present regulations of the Secured Party and to its future regulations not inconsistent with the express provisions hereof.

E. If any provision of this Agreement is held invalid or unenforceable, it shall not affect any other provisions hereof, but this Agreement shall be construed as if it had never contained such invalid or unenforceable provision.

F. The rights and privileges of Secured Party under this Agreement shall inure to the benefit of its successors and assigns. All covenants, warranties, representations, and agreements of Debtor contained in this Agreement shall bind Debtor's successors and assigns.

G. If at any time it shall be permissible by law, applicable Agency regulations, and appear to Secured Party that Debtor may be able to obtain a loan from a responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Debtor will, upon Secured Party's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby.

H. Secured Party shall have the sole and exclusive rights as the secured party hereunder, including but not limited to the power to grant or issue any consent, release, subordination, continuation statement or termination statement, and no insured holder shall have any right, title, or interest in or to the security interest created by this Agreement or any benefits hereof.

I. Secured Party will make or insure future loans or advances to Debtor provided funds are available and the Debtor meets all then current requirements imposed by regulations of the Secured Party.

J. SECURED PARTY HAS INFORMED DEBTOR THAT DISPOSAL OF PROPERTY COVERED BY THIS SECURITY AGREEMENT WITHOUT THE CONSENT OF SECURED PARTY, OR MAKING ANY FALSE STATEMENT IN THIS SECURITY AGREEMENT OR OTHER LOAN DOCUMENT, MAY CONSTITUTE A VIOLATION OF FEDERAL CRIMINAL LAW.

IN WITNESS WHEREOF, the Borrower has caused this Security Agreement to be executed by its Partner(s) who hereunto set(s) his/their hand(s) and seal(s) as of the date first written above.

YORKTOWN-RIVERMEADE II, LLC

BY YORKTOWN RIVERMEADE APARTMENTS II, INC.  
Its Managing Member

BY:

  
JAMES A. PRITCHETT  
It's Vice President

ACKNOWLEDGMENT

STATE OF

) ss:  
CITY/COUNTY OF Henrico

The foregoing instrument was acknowledged before me this 18th day of December, 2006, by Yorktown Square Apartments II, Inc., Its Managing Member and James A. Pritchett, Its Vice President of Yorktown-Rivermeade II, LLC a Limited Liability Corporation, on behalf of the partnership.

"The said James A. Pritchett is personally known to me, or has produced the following as identification: \_\_\_\_\_"

(NOTARY SEAL)

  
NOTARY PUBLIC

My commission expires July 31, 2010.



VIRGINIA HOUSING DEVELOPMENT AUTHORITY

DEED OF TRUST NOTE

MULTI-FAMILY HOUSING DEVELOPMENT  
PERMANENT FINANCING

Richmond, Virginia

FOR VALUE RECEIVED, the undersigned Yorktown-Rivermeade II, LLC (herein called the "Mortgagor"), promises to pay to the order of the VIRGINIA HOUSING DEVELOPMENT AUTHORITY, a political subdivision of the Commonwealth of Virginia (herein called the "Authority"), the principal sum of Two Hundred Ninety Thousand Dollars and Zero Cents (\$290,000.00) with interest, commencing on the date hereof on such amount of said principal sum as shall be from time to time outstanding, at the rate at the rate of Four and 75/100 percent ( 4.75 %) per annum computed on the basis of a 360 day year, such principal and interest being payable at the principal office and place of business of the Authority, 601 South Belvidere Street, Richmond, Virginia, 23220, or such other place as the holder hereof ("Noteholder") may designate in writing, in lawful money of the United States representing legal tender in payment of all debts and dues, public and private, at the time of payment, as follows:

A. Payment Terms (Fully Amortizing Loan). If the date of this Note is not the first day of a month, interest accruing from the date of this Note to, but not including, the first day of the first month hereafter shall be due and payable on the date on which the first monthly payment of principal and interest is payable hereunder. Monthly payments of principal and interest shall be payable in the amount of One Thousand Five Hundred Twelve and 78/100 Dollars (\$1,512.78 ) commencing on the first day of October 2007 and continuing thereafter on the first day of each succeeding month until the first day of September 2037, (the "Final Maturity Date") at which time the balance of principal remaining paid, plus accrued interest thereon, shall be due and payable. Each of said monthly payments shall be applied first to accrued interest and any remainder to the reduction of the unpaid principal balance; provided, however, that in the event any one or more monthly payments of principal and interest shall not be unpaid in full when due, any payment thereafter made by the Mortgagor shall, at the option of the Noteholder, be applied to such unpaid monthly payments in the order in which such unpaid monthly payments became due and payable; provided, further, that any partial payment of any monthly payment of principal and interest shall, at the option of the Noteholder, be held without interest in an account of the Noteholder pending receipt of the balance of such monthly payment and, upon receipt of such balance, shall be applied to said monthly payment.

The Noteholder may, at its option at any time prior to payment in full of the principal and interest hereunder, (a) treat the then outstanding principal sum hereunder as composed of multiple loans which bear interest at rates determined by the Noteholder and which mature on the above described date on which the balance of principal remaining unpaid shall be due and payable; provided, however, that the monthly payments of principal of and interest on such multiple loans do not, collectively, exceed the amount of the monthly payment of principal and interest hereunder and will fully amortize (based upon the interest rates so determined by the Noteholder) the then outstanding principal sum hereunder on a level annuity basis by said date, (b) allocate the monthly payments of principal and interest hereunder to such monthly payments of principal and interest on such multiple loans, and (c) amortize the outstanding principal sum hereunder based upon the amortization of the principal balances of such multiple loans in accordance with (a) and (b) of this paragraph.

B. Purpose of Loan. The loan evidenced by this Note is being made to finance the ownership and operation of a certain multi-family housing development (herein referred to as the "Development") located or to be located on the real property described in Section G hereof.

C. Late Charge. In the event that any payment due hereunder or any monthly payment of escrow deposits or other sums due under the Deed of Trust (hereinafter described) shall become due for a period in excess of fifteen (15) days, then, in addition to all other remedies of the Noteholder hereunder, a "late charge" of five cents (\$.05) for each dollar so overdue shall, at the option of the Noteholder, be immediately due and payable; and, notwithstanding anything herein or in the Deed of Trust hereinafter described to the contrary, any payment thereafter made by the Mortgagor to the Noteholder shall be applied to such late charge or charges prior to unpaid interest and principal then due and payable. During any period in which any interest payable hereunder shall not have been paid in full within four (4) calendar months after the date on which such interest is due, all unpaid interest shall, at the option of the Noteholder and in addition to all other remedies of the Noteholder hereunder, accrue interest at the rate per annum hereunder, compounded monthly on the first day of each month during such period. Furthermore, interest at the rate per annum hereunder, compounded monthly on the first day of each month, shall be payable on the entire principal balance and all accrued interest owing hereunder from and after an acceleration of the entire indebtedness pursuant to the provisions of Section D of this Note.

D. Acceleration. Upon the failure of the Mortgagor to make any payment or perform or observe any covenant under this Note after seven (7) days written notice of such default or upon the occurrence of any event of default under the Deed of Trust hereafter described securing this Note which is not cured within any applicable cure period, the entire unpaid principal hereof, together with all accrued interest thereon, shall, at the option of the Noteholder following notice and expiration of the applicable time period thereafter as specified in paragraph (15) in the Deed of Trust, become at once due and payable (and no failure by the Noteholder to exercise such option shall be deemed or construed as a waiver of the right to exercise the same in the event of any subsequent or continuing default or breach).

E. Waivers. The Mortgagor, and any and all endorsers, sureties, guarantors and assumers hereof (each a "Party" and collectively the "Parties" hereto), hereby jointly and severally waive presentment, demand, protest, notices of dishonor and of protest, the benefits of homestead, and all other waivable exemptions, and all defenses and pleas on the ground

of any extension(s) of the time of payment or of the due dates of this Note, in whole or in part, before or after maturity, with or without notice, it being further agreed by all Parties that they will pay any collection expense, court costs, and reasonable attorneys' fees which may be incurred in the collection or enforcement of this Note or any part hereof.

F. Prepayment. The Mortgagor covenants not to pay the debt evidenced by this Note or any part thereof prior to or in advance of the payment schedule described hereinabove until the date (the "Prepayment Date") which is ten (10) years after the date of this Note. Subsequent to the Prepayment Date, the Mortgagor shall have the right to prepay, in whole but not in part, the debt evidenced hereby; provided, however, that the Mortgagor in connection with such prepayment shall pay, in addition to all amounts due under this Note, a prepayment fee equal to the greater of either (i) six percent (6%) of the then outstanding principal balance of the Mortgage Loan reduced by one percentage point for each twelve month period that has expired since the Prepayment Date, but in no event less than one percent (1%) of the then outstanding principal balance, or (ii) the total of (a) all fees, costs or other sums required to be paid under the resolutions adopted by the Authority to authorize the notes or bonds which are then financing the Mortgage Loan, (b) all fees and other costs paid or to be paid by the Authority in connection with the issuance and retirement of such notes or bonds and any other notes or bonds theretofore issued to finance the Mortgage Loan, (c) any fees and other costs paid or to be paid by the Authority in connection with the payment of any other debt or obligation incurred by the Authority to finance the Mortgage Loan, and (d) any other fees and costs of the Authority relating to the financing of the Mortgage Loan. In the event that the Authority shall exercise its right under Section D hereinabove (regardless of whether the failure by the Mortgagor to perform or comply with any of the terms of this Note or the event of default under the Deed of Trust, all as described in Section D, is voluntary or involuntary on the part of the Mortgagor), a prepayment fee shall become at once due and payable in an amount equal to the greater of either (a) 6% of the then outstanding principal balance, which percentage shall be reduced after the Prepayment Date in accordance with subsection (i) of the preceding sentence or (b) the amount then calculated under subsection (ii) of the preceding sentence for a prepayment in full of the then outstanding principal balance of the debt evidenced hereby. Any prepayment fee which shall become due and payable under this Section F shall be secured by the Deed of Trust described in Section G below.

G. Security. This Note is secured by a Deed of Trust of even date herewith conveying real property and other security, which real property is briefly described as Parcel B, consisting of 3.4092 Acres, Nelson District located in the County of York, Virginia, and more fully described in said Deed of Trust in which the Trustees are J. Judson McKellar, Jr. of Henrico County, Virginia, and Donald L. Ritenour of Henrico County, Virginia, one of whom has countersigned this Note solely for the purpose of identifying the same as being secured by said Deed of Trust.

H. Non-Recourse (Financing Without Personal Liability). Anything herein or in any other instrument referenced herein to the contrary notwithstanding, the Mortgagor and any principal, agent or partner of the Mortgagor, whether disclosed or undisclosed, shall not be personally liable for the payment of any sums due hereunder or secured under the hereinabove referenced Deed of Trust, including without limitation, any deficiency between such sums and the proceeds applied thereto by the Authority from the sale of the real property identified in Section G hereof and any other collateral; and no personal judgment will be sought against the Mortgagor or any principal, agent or partner of the Mortgagor, whether disclosed or undisclosed, for payment of any such sums or such deficiency; provided, however, that nothing contained in this Section shall impair the validity of any of the provisions of the hereinabove referenced Deed of Trust or the exercise of any of the remedies thereunder as to the hereinabove identified real property and other collateral therein described.

WITNESS the following signature and seal.

\_\_\_\_\_  
(Mortgagor)

Yorktown-Rivermeade II, LLC  
By Yorktown-Rivermeade Apartments II, Inc.  
Its Managing Member

By: 

Its: 

COUNTERSIGNATURE OF ONE TRUSTEE  
FOR IDENTIFICATION ONLY

\_\_\_\_\_  
TRUSTEE

Yorktown RM Rehab Apartments

## FUNDING COMMITMENTS – YORKTOWN SQUARE II



**United States Department of Agriculture  
Rural Development**

Virginia State Office

March 11, 2009

Community Housing Partners Corp.  
100 W. Franklin Street, Suite 300  
Richmond, VA 23220

**SUBJECT: Amended Loan Agreements  
Yorktown-Yorktown Square II, LLC / Yorktown Square II Apartments**

Dear Mr. Henry:

The subject transfer, processed in accordance with RD Instructions 3560 has been approved/closed subject to a subsequent review by the Office of Rental Housing Preservation (ORHP) in the Rural Development National Office. As you are aware the State Office worked with you to develop an increased return on investment (ROI) and post transfer reserve account annual required deposit requirements prior to submitting the transfer structure to ORHP for approval. We have received notice from ORHP that the submitted structure has been approved by the National Office. Accordingly, we have been advised to make the following adjustments to the loan agreement for this account. To put the new structure into effect the transferee needs to note its acceptance of the conditions as stated in the attachment to the loan agreement titled "Revision to Loan Agreement" and will execute the revision page and return to this office upon completion.

The revisions for the loan agreement(s) are as follows:

- Borrower Equity Contribution will be based on the amount of \$1,307,987 to be contributed by the Partnership's own funds.
- Reserve Account will be at rates not less than \$21,000 (first 3 yrs) and \$32,764 (thereafter) annually shall be made to the Reserve Account. A monthly deposit in the amount of \$1,750 and \$2,730 must be made to the project reserve account. Each month a deposit equal to 1/12<sup>th</sup> of the annual contribution identified in Exhibit A "515 Demo Calculator" (copy attached) must be made to the reserve account.
- ROI will include paying a dividend up to 8 percent annum of \$1,307,987, the borrower's initial investment.

These are the only revisions made to the loan agreement previously signed on December 13, 2006. If there are any parts of the "Revision to Loan Agreement" you feel are incorrect or will not assume responsibilities for, please contact this office immediately to discuss. Thank you for your cooperation in this matter. Should you have any questions, please contact Betty Saunders at (804) 287-1583.

Sincerely,

  
J. Vernon Orrell  
Acting State Director

1606 Santa Rosa Road • Suite 238 • Richmond, VA 23229-5014  
Phone (804) 287-1550 • TDD (804) 287-1753 (for hearing impaired)  
[www.rurdev.usda.gov/va](http://www.rurdev.usda.gov/va)  
Committed to the future of rural communities.

USDA is an equal opportunity provider, employer and lender.  
To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building,  
14<sup>th</sup> and Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice or TDD).





REVISION TO LOAN AGREEMENT  
YORKTOWN – YORKTOWN SQUARE II, LLC

Revisions have been made to the Loan Agreement dated January 26, 2006, for Yorktown-Yorktown II, LLC to reflect the approval from the National Office of Rental Housing Preservation. The revision has an increase in return on investment and increase in reserve requirements as indicated by the Capital Needs Assessments.

Borrower Equity Contribution – The amount of \$1,307,987.00 ✓ to be contributed by the Partnership from its own funds for the land purchase or development will be placed or deposited with the lender and disbursed prior to any disbursement of interim loan funds or any loan funds from the Government.

Reserve Account will be at rate not less than \$21,000.00 ✓ annually (first 3 years) and ✓ \$32,764.00 annually thereafter shall be made to the Reserve Account. A monthly deposit in the amount of \$1,750.00 (first 3 years) and 2,730.00 thereafter must be made to the project reserve account. Each month, thereafter, a monthly deposit equal to 1/12<sup>th</sup> of the annual contribution identified in Exhibit A “Yorktown Square II Apartments 515 Demo Calculator” (copy attached) must be made to the reserve account. With prior consent of the Government, funds in the Reserve Account may be used by the Partnership for any purpose including paying a dividend up to 8 percent annum of the Borrower’s initial investment of \$1,307,987.00.

The undersigned hereby assumes all responsibilities and obligations of the LOAN AGREEMENT under the terms and conditions within.

3-16-09  
DATE

BORROWER:

YORKTOWN – RIVERMEADE II, LLC  
A Virginia limited liability company

BY: Yorktown Rivermeade Apartments II, Inc.

A Virginia Corporation

It's Managing Member

BY: 

JOHN HENRY, It's Vice President



## LOAN AGREEMENT

- ☐ RRH Loan to a Partnership Operating on a Profit Basis  
☐ RRH Loan to a Limited Partnership Operating on a Profit Basis  
☐ RRH Loan to a Partnership Operating on a Limited Profit Basis  
☐ RRH Loan to a Limited Partnership Operating on a Limited Profit Basis  
☐ Loan to a Limited Liability Company

1. Parties and Terms Defined. This agreement dated January 26, 2006  
Yorktown-Yorktown Square II, LLC the laws of the  
between \_\_\_\_\_, a partnership, duly organized and operating under Commonwealth of VA

("Partnership"), whose address is 930 Cambria Street NE, Christiansburg VA 24073  
and the United States of America acting through the Rural Housing Service or a successor agency, United States Department  
of Agriculture ("Government"), is made in consideration of a loan, ("Loan"), to the Partnership in

the amount of \$ 595,160.00 made or insured, or to be made or insured, by the Govern-  
ment

pursuant to section 515(b) of the Housing Act of 1949 to build a REHAB project.  
The loan may be sold and insured by the Government. The loan shall be used solely for the specific eligible purposes for which  
it is approved by the Government in order to provide rental housing and related facilities for eligible occupants, as defined by  
the Government in rural areas. Such housing, facilities, and the land constituting the site are herein called "Housing" The  
indebtedness and other obligations of the Partnership under the note evidencing the loan, the related security instrument and  
any related agreement are herein called "Loan Obligations"

2. Execution of Loan Instruments. To evidence the Loan the Partnership shall issue a promissory note, ("Note"), signed by  
the Partnership, on behalf of the Partnership for the amount of the Loan, payable in installments over a period of 30  
years, bearing interest at a rate, and containing other terms and conditions, prescribed by the Government. To secure the Note or any  
indemnity or other agreement required by the Government, the Partnership is to execute a real estate security instrument giving a lien  
upon the Housing and upon such other real property of the Partnership as the Government shall require, including an assignment of the  
rents, subsidies, revenues and profits as collateral security to be enforced in the event of any default by the Partnership, and containing  
other terms and conditions prescribed by the Government. The Partnership is to execute any other security instruments and other  
instruments and documents required by the Government in connection with the making or insuring of the Loan.

3. Equal Opportunity and Nondiscrimination Provisions. The General Partners are hereby authorized and directed to  
execute on behalf of the Partnership (a) any undertakings and agreements required by the Government pursuant to Title VIII  
of the Civil Rights Act of 1968 as amended by the Fair Housing Amendments Act of 1988 related to Fair Housing regarding  
nondiscrimination in the use and occupancy of housing, (b) Form RD 400-1 entitled "Equal Opportunity Agreement",  
including an "Equal Opportunity Clause" incorporated in or attached as a rider to each construction contract the amount  
of which exceeds \$ 1 0,000 and any part of which is paid for with funds from the Loan, and (c) Form RD 4004, entitled  
"Assurance Agreement (under Title VI, Civil Rights Act of 1964)", a copy of which is attached hereto and made a part hereof,  
and any other undertakings and agreements required by the Government pursuant to lawful authority.

\* 4. Borrower Equity Contribution. The amount of \$69,750 to be contributed by the Partnership from  
its own funds for the land purchase or development will be placed or deposited with the lender and disbursed prior to any  
disbursement of interim loan funds or any loan funds from the Government.

\* See Revision to Loan Agreement (see attached)

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid  
OMB control number. The valid OMB control number for this information collection is 0575-0189. The time required to complete this  
information collection is estimated to average 15 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.

5. Accounts for Housing Operations and Loan Servicing. The Partnership shall establish on its books the following accounts, which shall be maintained so long as the Loan Obligations remain unsatisfied: a General Operating Account, a Tenant Security Deposit Account and a Reserve Account.

a. General Operating Account. By the time the Government loan is closed or interim funds are obtained, whichever occurs first, the Partnership shall provide cash from the Borrower's own funds in an amount totaling \$N/A Use of deposited cash will be in accordance with 7 CFR part 3560 or any successor regulation.

b. Reserve Account. Transfers at a rate not less than \$21,000 (see attached) annually shall be made to the Reserve Account until the amount in the Reserve Account reaches the minimum sum of \$210,000 or such higher amount later agreed to by the Government. Restoration of disbursed funds shall be made on a schedule approved by the Government. Withdrawal and use of funds deposited to this account will be in accordance with 7 CFR part 3560 or any successor regulation. With prior consent of the Government, funds in the Reserve Account may be used by the Partnership for any purpose including paying a dividend up to 8 percent per annum of the Borrower's initial investment of \$ 69,750

6. Regulatory Covenants. So long as the Loan Obligations remain unsatisfied, the Partnership shall comply with all appropriate regulations of the Government and shall:

a. Impose and collect such fees, assessments, rents, and charges that the income of the Housing will be sufficient at all times for operation and maintenance of the Housing, payments on the Loan Obligations, and maintenance of the accounts.

b. Establish and maintain complete books and records relating to the Housing's financial affairs, such books and records audited at the end of each fiscal year (with a copy promptly sent to the Government), and permit the Government or its representative to inspect such books and records at all reasonable times.

c. If required or permitted by the Government, revise the required accounts, or establish new accounts, to cover handling and disposition of income from and payment of expenses attributable to the Housing or to any other property securing the Loan Obligations, and submit regular and special reports concerning the Housing or financial affairs.

d. Agree that if any provisions of its organizational documents or any verbal understandings conflict with the terms of this loan agreement, the terms of the loan agreement shall prevail and govern.

e. Unless the Government gives prior consent:

1) Not use the Housing for any purpose other than as rental housing and related facilities for eligible occupants.

2) Not enter into any contract or agreement for improvements or extensions to the Housing or other property securing the Loan Obligations.

3) Not change the membership by either the admission or withdrawal of any general partners nor permit general partners to maintain less than an aggregate of 5 percent financial interest in the Partnership nor cause or permit voluntary dissolution of the Partnership nor cause or permit any transfer or encumbrance of title to the Housing or any part thereof or interest therein, by sale, mortgage, lease, or otherwise.

4) Not borrow any money, nor incur any liability which would have a detrimental effect on the Housing.

\* See Revision to Loan Agreement (see attached)

- f. Submit the reports required under 7 CFR part 3560 or any successor regulation to the Government for prior review.
- g. If required by the Government, modify and adjust any matters covered by clause (f) of this section.
- h. Comply with all its agreements and obligations in or under the Note, security instrument, and any related agreement executed by the Partnership in connection with the Loan.
- i. Not alter, amend, or repeal without the Government's consent this agreement or the Partnership Agreement, which shall constitute parts of the total contract between the Partnership and the Government relating to the Loan Obligations.
- j. Take other action as may be required by the Government in connection with the operation of the Housing, or with any of the Partnership's operations or affairs which may affect the Housing, the Loan Obligations, or the security.
- k. If the return on investment for any year exceeds 8 percent annum of Partnership's initial investment of \$ 69,750, the Government may require that the Borrower reduce rents the following year or refund the excess return on the investment to the tenants or use said excess in a manner that will best benefit the tenants.

7. General Provisions.

- a. It is understood and agreed by the Partnership that any loan made or insured will be administered subject to the limitations of the authorizing act of Congress and related regulations, and that any rights granted to the Government in this agreement or elsewhere may be exercised in the Government's sole discretion.
  - b. The provisions of this agreement are representations to the Government, to induce the Government, to make or insure a loan to the Partnership. If the Partnership should fail to comply with or perform any provision of this agreement or any requirement made by the Government pursuant to this agreement, such failure shall constitute default as fully as default in payment of amounts due on the Loan Obligations. In the event of such failure, the Government at its option may require specific performance, declare the entire amount of the Loan Obligations immediately due and payable and, if such entire amount is not immediately paid, may take possession of and operate the Housing and proceed to foreclose its security and enforce all other available remedies, or take such other action as it deems necessary to enforce the provisions of this agreement.
  - c. To the extent legally permitted any provisions of this agreement may be waived by the Government in its sole discretion, or changed by agreement between the Government and the Partnership.
  - d. Any notice, consent, approval, waiver, amendment, or agreement must be in writing.
  - e. This loan agreement shall be subject to the present and future laws and regulations of the Government.
  - f. The Partnership agrees that no person with a disability will be subjected to discrimination in employment or denied the benefits of the Housing because of such disability. It will comply with the requirements of the Fair Housing Act, 42 U.S.C. 360 *et seq.*, the Fair Housing Amendments Act of 1988, the Rehabilitation Act of 1973, 29 U.S.C. 794, the Americans with Disabilities Act of 1990, 42 U.S.C. 12101 *et seq.*, and the implementing regulations of the Department of Agriculture, 7 C.F.R. part 15b.
9. This agreement may be cited in the security instrument and any other instruments as the "Loan Agreement" of January 26, 2006

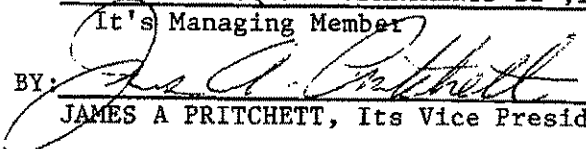
No Partner of Yorktown-Yorktown Square II, LLC, including a general partner, shall be held personally liable hereunder and, in the event of default, Lender's sole resource shall be limited to the assets of Yorktown-Yorktown Square II, LLC.

YORKTOWN-YORKTOWN SQUARE II, LLC  
PARTNERSHIP NAME

By:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BY: YORKTOWN SQUARE APARTMENTS II, INC.  
It's Managing Member

BY:   
JAMES A PRITCHETT, Its Vice President

\_\_\_\_\_

**Attachment to Loan Agreement  
YORKTOWN-YORKTOWN SQUARE II, LLC**

**"The borrower and any successors in interest agree to use the housing for the purpose of housing people eligible for occupancy as provided in Section 514 or Section 515 of Title V of the Housing Act of 1949, as amended, and Rural Housing Service regulations then extant during this 20 year period beginning January 31, 2006, no eligible person occupying the housing shall be required to vacate, or any eligible person wishing to occupy shall be denied occupancy without cause. The borrower will be released from these obligations before that date only when the Government determines that there is no longer a need for such housing, or that such other financial assistance provided due to no fault, action or lack of action on the part of the borrower. A tenant or individual wishing to occupy the housing may seek enforcement of this provision, as well as the Government.**





# 515 Demo Calculator

Year	Dep't	Plus Deposit	Chk Month	Plus Income	Prctg	
At Comm	21,881	50			\$	21,931
1	21,881	21,000		\$	437	\$ 43,788
2	42,881	21,000		\$	437	\$ 84,725
3	63,881	21,000		\$	864	\$ 125,611
4	84,881	32,784		\$	1,295	\$ 120,880
5	120,880	32,784	7,522	\$	1,732	\$ 147,634
6	147,634	32,784	7,838	\$	2,413	\$ 174,915
7	174,915	32,784	8,071	\$	2,855	\$ 203,631
8	203,631	32,784	24,501	\$	3,553	\$ 244,844
9	244,844	32,784	13,313	\$	4,052	\$ 253,487
10	253,487	32,784	122,914	\$	4,200	\$ 347,637
11	347,637	32,784	16,543	\$	4,670	\$ 388,429
12	388,429	32,784	28,478	\$	2,351	\$ 419,658
13	419,658	32,784	33,594	\$	3,059	\$ 478,477
14	478,477	32,784	28,888	\$	3,313	\$ 485,708
15	485,708	32,784	61,048	\$	3,558	\$ 587,132
16	587,132	32,784	67,013	\$	3,718	\$ 620,651
17	620,651	32,784	48,178	\$	3,704	\$ 677,443
18	677,443	32,784	46,438	\$	2,564	\$ 726,354
19	726,354	32,784	47,830	\$	2,549	\$ 776,547
20	776,547	32,784	123,885	\$	2,727	\$ 844,739

Enter a decimal rate as decimal

0.00%





## UNITED STATES OF AMERICA

### SECURITY AGREEMENT

I. THIS SECURITY AGREEMENT, dated January 31, 2006, 2005, is made between the United States of America, acting through the Rural Housing Service, an agency of the United States Department of Agriculture ("Secured Party") and Yorktown-Yorktown Square II, LLC a Limited Liability Corporation ("Debtor"), organized and existing under the laws of the Virginia, whose mailing address is 930 Cambria Street NE, Christiansburg, Virginia 24073.

II. Debtor is justly indebted to Secured Party as evidenced by one or more certain promissory note(s) or other instrument(s), all of which are herein called "note" (if more than one note is executed, the word "note" as used herein shall be construed as referring to each note singly or all notes collectively as the context may require) said note being executed by Debtor, being payable to the order of Secured Party in installments as specified therein, and authorizing acceleration of the entire indebtedness at the option of Secured Party upon any default by Debtor, and including, but not limited to, the following described notes:

<u>Date of Instrument(s)</u>	<u>Principal Amount(s)</u>	<u>Annual Rate(s) of Interest</u>	<u>Due Date(s) of Final Installment(s)</u>
January 31, 2006 (By Assumption)	\$ 595,160	05.3750%	December 31, 2036
December 19, 1979 (Original Loan)	\$1,042,600	09.0000%	December 19, 2029
December 19, 1979	\$ 90,400	08.0000%	December 19, 2029

The note evidences a loan to Debtor, and Secured Party, at any time, may assign the note and insure the payment thereof to any extent authorized by the Consolidated Farm and Rural Development Act, Title V of the Housing Act of 1949, or any other present or future act administered by the Secured Party.

It is the purpose and intent of this instrument that, among other things, at all times when the note is held by Secured Party, or in the event Secured Party should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity security agreement to secure Secured Party against loss under its insurance contract by reason of any default by Debtor.

NOW THEREFORE, in consideration of said loan(s) and (a) at all times when the note is held by Secured Party, or in the event Secured Party should assign this instrument without insurance of the payment of the note, to secure the prompt payment of all existing and future indebtedness and liabilities of Debtor to Secured Party and of all renewals and extensions thereof and any additional loans or future advances to Debtor heretofore or hereafter made or insured by Secured Party under the then existing provisions of Subtitle A of the Consolidated Farm and Rural Development Act, Title V of the Housing Act of 1949, or any other present or future act administered by the Secured Party - all with interest, (b) at all times when the note is held by an insured holder, to secure performance of debtor's agreement herein to indemnify and save harmless Secured Party against loss under its insurance contract by reason of any default by Debtor, (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by Secured Party, with interest, as hereinafter described, and the performance of every covenant and agreement of Debtor contained herein or in any supplementary agreement:

DEBTOR HEREBY GRANTS to Secured Party a security interest in and an assignment of its interest in the following collateral, including the proceeds thereof:

A. All accounts, general intangibles, and gross receipts now or hereafter in existence, including the proceeds thereof, derived from or pertaining to any and all activities of the Debtor in operating a rural rental housing project situate on the premises hereinafter described.

B. All ranges, refrigerators, washing machines, dryers, heating, air conditioning and other equipment pertaining to said rural rental housing project now owned or hereafter acquired, including all replacements of or substitutions therefor, and including, without limitation, the following:

<u>Quantity</u>	<u>Kind</u>
___60___	Refrigerators
___60___	Ranges

Disposition of said collateral is not authorized hereby.

Any fixtures described above are affixed or are to be affixed to the following described real estate:

SEE ATTACHED SCHEDULE A - PROPERTY LEGAL DESCRIPTION

III. DEBTOR WARRANTS, COVENANTS, AND AGREES THAT:

A. Debtor is the absolute and exclusive owner of the above-described collateral, and such collateral is free from all liens, encumbrances, security and other interest except (1) any existing liens, encumbrances, security or other interests in favor of Secured Party which shall remain in full force and effect, (2) any applicable statutory liens, and (3) other liens, encumbrances, security or other interests, as follows:

- (1) Easements and Restrictions of Record; and
- (2) Leases

and Debtor will defend the collateral against the claims and demands of all other persons. Any reference to the above liens, encumbrances, security and other interests is for warranty purposes only and does not indicate their priority.

**B. Statements contained in this Security Agreement and in Debtor's loan application and related loan instruments are true and correct.**

**C. Debtor will (1) use the loan funds for the purpose for which they were or are advanced, (2) comply with such operation and management plans as may be agreed upon from time to time by Debtor and Secured Party, (3) care for and maintain the collateral in a reasonable manner, (4) insure the collateral in such amounts and manner as may be required by Secured Party, and if Debtor fails to do so, Secured Party, at its option, may procure such insurance, (5) permit Secured Party to inspect the collateral at any reasonable time, (6) not abandon the collateral or encumber, conceal, remove, sell or otherwise dispose of it or of any interest therein, or permit others to do so, without the prior written consent of Secured Party, (7) not permit the collateral to be levied upon, injured or destroyed or its value to be impaired, and (8) maintain its legal existence.**

**D. Debtor will pay promptly when due all (1) indebtedness evidenced by the note and any indebtedness to Secured Party secured hereby, (2) rents, taxes, insurance premiums, levies, assessments, liens, and other encumbrances, and costs of lien searches and maintenance and other charges now or hereafter attaching to, levied on, or otherwise pertaining to the collateral or this security interest, (3) filing, or recording fees for instruments necessary to perfect, continue, service or terminate this security interest, and (4) fees and other charges now or hereafter required by regulations of the United States of America, acting through the United States Department of Agriculture, and its successors.**

**E. If the note is insured by Secured Party, Debtor will indemnify and save harmless Secured Party against any loss by reason of any default by Debtor.**

**F. Whether or not the note is insured by Secured Party, Secured Party may at any time pay any other amounts required herein to be paid by Debtor and not paid by it when due, including any costs and expenses for the preservation or protection of the collateral or this security interest, as advances for the account of Debtor. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.**

**G. All advances by Secured Party as described in this instrument, with interest, shall be immediately due and payable by Debtor to Secured Party on demand at the place designated in the latest note and shall be secured hereby. No such advance by Secured Party shall relieve Debtor from breach of its covenant to pay. Any payment made by Debtor may be applied on the note or any indebtedness to Secured Party secured hereby, in any order Secured Party determines.**

**H. In order to secure or better secure the aforesaid obligation or indebtedness, Debtor will execute and deliver to Secured Party at any time, upon demand, such additional security instruments on such real and personal property as Secured Party may require. Debtor authorizes Secured Party to file a financing state prior to loan disbursement and to file amendments and continuations of the financing statement. With respect to the identification of accounts, and general intangibles, Debtor will furnish Secured Party such information as it may require to identify in a manner satisfactory to Secured Party, all account debtors and contract or other obligors and the amount of the respective accounts and other obligations. Debtor will also furnish Secured Party such additional information as it may require from time to time to further identify all other items of collateral.**

**I. This instrument also secures the obligations and covenants of Debtor set forth in Debtor's Loan Agreement of September 13, 1985 which has previously been executed as a security agreement and which is hereby incorporated herein by reference and shall continue in effect as a security agreement.**

**J. Debtor will not discriminate, or permit discrimination, in the use or occupancy of the facilities financed in whole or in part with the proceeds of the note on any prohibited basis.**

**K. Debtor hereby assigns to Secured Party any monies (but not in excess of the unpaid balance due hereunder) which may become payable under any insurance of the collateral, including return of unearned premiums, and directs any insurance company to make payments directly to the Secured Party to be applied to said unpaid balance and appoints Secured Party's, State Director for Virginia as attorney-in-fact to endorse any draft. After default by Debtor or in accordance with written authorization of Debtor, Secured Party may, upon giving such notice as may be required by law, cancel said insurance and credit any premium refund within said unpaid balance.**

**L. Debtor will not increase the rent of any tenant without first giving public notice of the proposed increase, eliciting tenant comment concerning the increase and submitting all comments together with a request for such increase to Secured Party in accordance with Secured Party's regulations.**

**M. Debtor hereby assigns and pledges all monies received or receivable pursuant to Debtor's Housing Assistance Payments Contract with the United States Department of Housing and Urban Development and hereby agrees that such payments are accounts receivable.**

**IV. IT IS FURTHER AGREED THAT:**

**A. Until default Debtor may retain possession of the collateral.**

**B. Default shall exist hereunder if Debtor fails to perform or discharge any obligation or to pay promptly any indebtedness hereby secured or to observe or perform any covenants or agreements herein or in any supplementary agreement contained, or if any of Debtor's representations or warranties herein prove false or misleading, or upon the bankruptcy, insolvency or voluntary or involuntary dissolution or merger of Debtor. Upon any such default:**

**1. Secured Party, at its option, with or without notice as permitted by law, may (a) declare the unpaid balance on the note and any indebtedness secured hereby immediately due and payable, (b) enter upon the premises and take possession of, repair, improve, use and operate the collateral or make equipment usable, for the purpose of protecting or preserving the collateral of this security interest, or preparing or processing the collateral for sale, (c) exercise any sale or other rights afforded by law; and (d) have the right at any time to notify the account debtors, or contract or other obligors of the security interest of Secured Party in, and of the assignment to Secured Party of the accounts, or general intangibles upon which the respective account debtors or contract or other obligors are liable to Debtor, and to notify such account debtors or contract or other obligors to make payment of such accounts or other obligations directly to Secured Party, and Secured Party shall also have the right to take control of the cash and other proceeds of any of Debtor's accounts, gross receipts, or general intangibles. The costs of collection and enforcement of the accounts, or general intangibles shall be borne by the Debtor even though such expenses may have been incurred by Secured Party.**

**2. Debtor hereby (a) agrees to assemble the collateral and make it available to Secured Party at such time(s) and place(s) as designated by Secured Party, and (b) waives all notices, exemptions, compulsory disposition and redemption rights.**

**3. A default shall exist under any other security instrument held or insured by Secured Party and executed or assumed by Debtor on real or personal property. Likewise, default under any such other security instrument shall constitute default hereunder.**

C. Proceeds from disposition of collateral shall be applied first on expenses of retaking, holding, preparing for sale, selling and the like, and for payment of reasonable attorneys' fees and legal expenses incurred by Secured Party; second to the satisfaction of prior security interests or liens to the extent required by law and in accordance with the then current regulations of the United States of America, acting through the United States Department of Agriculture, and/or its successor; third to the satisfaction of indebtedness secured hereby; fourth to the satisfaction of subordinate security interests or liens to the extent required by law; fifth to any other obligations of Debtor owing to or insured by Secured Party; and sixth to Debtor. Any proceeds collected under insurance policies or condemnation awards shall be applied first on advances and expenditures made by Secured Party with interest, as herein above provided; second on the debt evidenced by the note, unless Secured Party consents in writing to their use by Debtor under Secured Party's direction for repair or replacement of the collateral; third on any other obligation of Debtor owing to or insured by Secured Party, and any balance shall be paid to Debtor unless otherwise provided in the insurance policies. Debtor will be liable for any deficiency owed to Secured Party after such disposition of proceeds of the collateral condemnation awards and insurance.

D. This Agreement is subject to the present regulations of the Secured Party and to its future regulations not inconsistent with the express provisions hereof.

E. If any provision of this Agreement is held invalid or unenforceable, it shall not affect any other provisions hereof, but this Agreement shall be construed as if it had never contained such invalid or unenforceable provision.

F. The rights and privileges of Secured Party under this Agreement shall inure to the benefit of its successors and assigns. All covenants, warranties, representations, and agreements of Debtor contained in this Agreement shall bind Debtor's successors and assigns.

G. If at any time it shall be permissible by law, applicable Agency regulations, and appear to Secured Party that Debtor may be able to obtain a loan from a responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Debtor will, upon Secured Party's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby.

H. Secured Party shall have the sole and exclusive rights as the secured party hereunder, including but not limited to the power to grant or issue any consent, release, subordination, continuation statement or termination statement, and no insured holder shall have any right, title, or interest in or to the security interest created by this Agreement or any benefits hereof.

I. Secured Party will make or insure future loans or advances to Debtor provided funds are available and the Debtor meets all then current requirements imposed by regulations of the Secured Party.

J. SECURED PARTY HAS INFORMED DEBTOR THAT DISPOSAL OF PROPERTY COVERED BY THIS SECURITY AGREEMENT WITHOUT THE CONSENT OF SECURED PARTY, OR MAKING ANY FALSE STATEMENT IN THIS SECURITY AGREEMENT OR OTHER LOAN DOCUMENT, MAY CONSTITUTE A VIOLATION OF FEDERAL CRIMINAL LAW.

IN WITNESS WHEREOF, the Borrower has caused this Security Agreement to be executed by its Partner(s) who hereunto set(s) his/their hand(s) and seal(s) as of the date first written above.

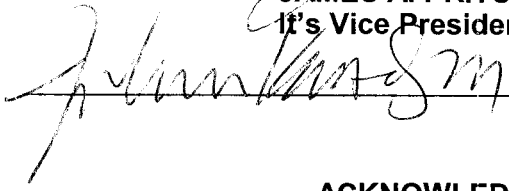


YORKTOWN-YORKTOWN SQUARE II, LLC

BY YORKTOWN SQUARE II APARTMENTS, INC.  
Its Managing Member

BY:   
JAMES A. PRITCHETT  
Its Vice President

(ATTEST TO)



ACKNOWLEDGMENT

STATE OF

) ss:

CITY/COUNTY OF

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of January, 2006, by Yorktown-Yorktown Square II Apartments, Inc., Its Managing Member and James A. Pritchett, Its Vice President of Yorktown-Yorktown Square II, LLC a Limited Liability Corporation, on behalf of the partnership.

"The said James A. Prithcett is personally known to me, or has produced the following as identification: drivers license"

(NOTARY SEAL)

  
NOTARY PUBLIC

My commission expires 7-31-06.





**United States Department of Agriculture  
Rural Development**

Virginia State Office

April 24, 2006

Community Housing Partners  
930 Cambria Street, NE  
Christiansburg, VA 24073

RE: Yorktown Square II

Dear Mr. Pritchett:

This letter is in reference to your loan which closed on January 31, 2006. The first payment was due on April 1, 2006. The payment is \$1,262.52 plus applicable overage. This payment will cover the tenants that were in residence on March 1, 2006.

The Rural Development staff located at 22329 Main Street, Southampton Office Building 2, Courtland, Virginia VA 23837, will continue to service the account. Any communication regarding this account should be directed to their attention. Their number is (757) 653-2532.

Please be reminded that if your monthly payment or project worksheet is not received in the Courtland office on or before the 10<sup>th</sup> of the month in which it is due, you will be assessed a late fee in the amount of \$171.76, representing 6 percent of the full note rate payment which cannot be paid from project funds.

In accordance with your Loan Agreement, monthly deposits into the reserve account are expected. Failure to keep this account funded on schedule will be considered noncompliance and preclude your eligibility for future assistance and prevent earning or taking a return on your investment.

Enclosed with this letter are your copies of Assumption Agreement, MFH Interest Credit and Rental Assistance Agreement. Please note that this loan is for a term of 30 years with an amortization period of 50 years.

1606 Santa Rosa Road • Suite 238 • Richmond, VA 23229-5014  
Phone (804) 287-1550 • TDD (804) 287-1753 (for hearing impaired) FAX (804) 287-1718  
[www.rurdev.usda.gov/va](http://www.rurdev.usda.gov/va)  
Committed to the future of rural communities.

USDA is an equal opportunity provider, employer and lender.  
To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building,  
14<sup>th</sup> and Independence Avenue, SW, Washington, DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD).

If you have any questions or if additional information is required, please contact this office.

Sincerely,

A handwritten signature in black ink, appearing to read "Byron W. Waters". The signature is fluid and cursive, with a long horizontal stroke at the end.

BYRON W. WATERS  
Director, Multi-Family Housing Program

Enclosures

Cc: Area Director, Courtland, VA

MULTI FAMILY HOUSING  
ASSUMPTION AGREEMENT

Type of Loan: (Check one)	<input type="checkbox"/> RCH	<input checked="" type="checkbox"/> RRH	<input type="checkbox"/> LH	<input type="checkbox"/> RHS
Terms: (Check one)	<input type="checkbox"/> Same <input checked="" type="checkbox"/> New			
Case Number:	5   5   0   2   4   0   0   5   0   6   0   9   3   2   9			
Project Number:	0   1   1   -   9			

THIS AGREEMENT dated January 31, 2006, is between the United States of America, acting through the Department of Agriculture, Rural Housing Service or its successor (herein called the Government), and the assuming parties, Yorktown-Yorktown Square II, LLC

(herein called Borrower), whose mailing address is 930 Cambria Street NE, Christiansburg VA 23074

The Government is the holder of debt instrument(s) executed by \_\_\_\_\_

identified as follows:

TABLE I							
Kind of Instruction	Date Executed	Principal Amount	UNPAID ON DATE HERE OF			Int. Rate	Ins. Charge Rate
			Principal	Accrued Interest	Late Fees		
Promissory Note	12/19/79	1,042,600	547,353.65	389.90	NA	9.0	NA
Promissory Note	12/19/79	90,400	47,382.75	33.75	N/A	9.0	N/A
		Total s	649,090.05	423.65		9.0	

And such loans are secured instrument(s) taken on property described therein which is located in York County, State of Virginia

TABLE II				
Kind of Instruction	Date Executed	Office Where Recorded	Book/Volume/ Document Number	Page Number
Deed of Trust	12/19.79	Clerk of the Court, York County	336	557

In consideration of the assumption of indebtedness and subsidy as herein provided and the Government's consent to this assumption and related conveyance of the security property, if applicable, it is agreed as follows:

1. The assuming parties hereby jointly and severally assume liability for and agree to pay to the order of the Government at the office shown below (or other as may later be specified) the amounts, including all obligations and duties under any note or other security instrument identified above, the principal sum of five hundred ninety-five thousand one hundred and sixty dollars (\$ 595,160.00) plus interest at the rate of five & three-eighths percent (5.375%) per annum, payable in installments as follows:

☒ a. \$ 1,262.52 on APRIL 1 xx120 06, and  
\$ 1,262.52 thereafter on the FIRST of each MONTH

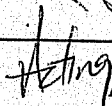
until the principal and interest are fully paid, except that the final installment of the entire indebtedness evidenced hereby, if not sooner paid, shall be due and payable on or before \_\_\_\_\_

☐ b. Upon completion of this assumption all payments will be converted to the Predetermined Amortization Schedule System (PASS) and, the first installment in the amount of \$ \_\_\_\_\_ will be due and payable on \_\_\_\_\_, 20\_\_\_\_\_. Thereafter, regular installments, each in the amount of \$ \_\_\_\_\_ will be due and payable on the first day of each month until the principal and interest are fully paid, except that the final installment of the entire indebtedness evidenced hereby, if not paid sooner, shall be due and payable on or before \_\_\_\_\_

2. Payments of principal and interest shall be applied in accordance with the Government's accounting procedures in effect on the date of the receipt of the payment. The Borrower agrees to pay late charges in accordance with the Government's regulations in effect when a late charge is assessed.
3. The provisions of said debt and security instruments and of any outstanding agreement executed or assumed by the present debtors pertinent thereto shall, except as modified herein, remain in full force and effect, and the assuming parties hereby assume obligations of and agree to be bound by and comply with all covenants, agreements and conditions contained in said instruments and agreements, excepts as modified herein, the same as if they had executed them as of the dates thereof as principal obligors.
4. Provisions of the debt and security instrument(s) which require that the borrower graduate to another credit source do not apply to an assumption on ineligible terms. (An assumption on ineligible terms has been identified by the approval official and so noted in the official case file maintained at the Government's office noted in this document.)
5. The property secured by the instruments described in Table II was obtained or improved through Federal financial assistance. This property is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the property continues to be used for the same or similar purpose for which financial assistance was extended or so long as the purchaser owns it, whichever is longer.
6. This Agreement is subject to present regulations of the Government and to its future regulations which are not inconsistent with the express provisions hereof

UNITED STATE OF AMERICA, Rural Housing Service

By \_\_\_\_\_

  
State Director  
Rural Development

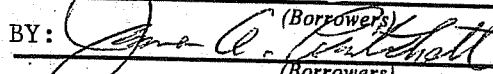
1606 SANTA ROSA ROAD  
(Office Address)  
RICHMOND, VIRGINIA 23229

YORKTOWN-YORKTOWN SQUARE II, LLC

(Borrowers)

BY: YORKTOWN SQUARE APARTMENTS II, INC.

BY: \_\_\_\_\_

  
(Borrowers)  
(Borrowers)  
JAMES A. PRITCHETT, Its Vice President  
(Borrowers)

No Partner of Yorktown-Yorktown Square II, LLC, including a general partner, shall be held personally liable hereunder and, in the event of default, Lender's sole resource shall be limited to the assets of Yorktown-Yorktown Square II, LLC

**Attachment to Assumption Agreement  
YORKTOWN-YORKTOWN SQUARE II, LLC**

**“The borrower and any successors in interest agree to use the housing for the purpose of housing people eligible for occupancy as provided in Section 514 or Section 515 of Title V of the Housing Act of 1949, as amended, and Rural Housing Service regulations then extant during this 20 year period beginning January 31, 2006, until January 31, 2026, no eligible person occupying the housing shall be required to vacate, or any eligible person wishing to occupy shall be denied occupancy without cause. The borrower will be released from these obligations before that date only when the Government determines that there is no longer a need for such housing, or that such other financial assistance provided the residents of such housing will no be provided due to no fault, action or lack of action on the part of the borrower. A tenant or individual wishing to occupy the housing may seek enforcement of this provision, as well s the Government.”**

# MULTIPLE FAMILY HOUSING INTEREST CREDIT AGREEMENT

INSTRUCTIONS — TYPE IN CAPITALIZED ELITE TYPE IN SPACES MARKED (     )		
<b>1. BORROWER CASE NUMBER</b> <div style="border: 1px solid black; padding: 2px;">   5   5   0   2   4   0   5   0   6   0   9   3   2   9   </div>	<b>2. PROJECT NUMBER</b> (MFH Only) <div style="border: 1px solid black; padding: 2px;">   0   1   9   </div>	<b>3. LOAN NUMBER</b> <div style="border: 1px solid black; padding: 2px;">       </div>
<b>4. TYPE OF LOAN</b> <div style="border: 1px solid black; padding: 2px;">   R   R   H   </div>	<b>5. EFFECTIVE DATE OF AGREEMENT</b> <div style="border: 1px solid black; padding: 2px;">   0   2   0   1   0   6   </div>	<b>6. INTEREST CREDIT PLAN CODE</b> 1-Plan I                      6-Plan RA 2-Plan II                    7-Section 8 (1%) 5-Plan II RA                8-Section 8 (2%)
<b>7. EFFECTIVE INTEREST RATE</b> (Section 8 Plan Code Only) <div style="border: 1px solid black; padding: 2px;">             </div>	<b>8. REDUCED LOAN PAYMENT</b> <div style="border: 1px solid black; padding: 2px;">   1   1   2   6   2   5   2   </div>	<b>9. SUBSIDY CREDIT</b> <div style="border: 1px solid black; padding: 2px;">   1   1   6   0   0   1   6   </div>

10. This Agreement between the United States of America, acting through the Department of Agriculture, Rural Housing Service ("Government") pursuant to Section 521 of the Housing Act of 1949, and Yorktown-Yorktown Square II, LLC
- ("Borrower") supplements a Assumption Agreement in the principal amount of \$ 595,160.00, at Five and Three-Eighths percent ( 5.3750 %) interest, dated January 31, 2006 which was drawn in ☒ a single advance ☐ multiple advances.
11. The Government shall compute interest on the borrower's account at the promissory note rate.
12. Subject to the provisions of this Agreement the Government will credit \$ 1,600.16 subsidy, less surcharge/overage, to the borrower's account when each MONTHLY payment is made. The borrower's subsidized payment shall be \$ 1,262.52 plus surcharge/overage.
13. Borrower shall submit to the Government, as required by the Government in form prescribed or approved by it, proof of borrower's income and expenses for the previous calendar year or other designated periods, and any information on the family size and income of the occupants of the housing financed with the loan evidenced by the note.
14. If the Government should determine that the borrower has defaulted under any terms or conditions of this Agreement, the note, borrower's related Loan Resolution/Agreement, and supplementary or related agreements, or any related security instrument, or violates any program regulations, at its option the Government may suspend or terminate this Agreement as of any specified date following the default.
15. No credit to the borrower's account provided for in paragraph 12 shall be made following any termination date specified pursuant to paragraph 14.
16. The Government shall credit the borrower's account, or pay the borrower rental assistance, including periods of default when determined to be in the Government's best interest, amounts equal to the difference between the payment required in paragraph 12 above and the payment required under a formula and procedure prescribed by the Government.
17. No terms or conditions of the note or any related security or other instrument shall be affected by this Agreement except as expressly set forth herein.
18. This Agreement is subject to the present regulations of the Rural Housing Service, and to its future regulations not inconsistent with the express provisions hereof.
19. Upon request, the borrower will permit representatives of the Government (or other agencies of the Department of Agriculture authorized by the Department) to inspect and make copies of any records of borrower pertaining to Rural Housing Service loans and this Agreement.
20. If the borrower has received any excessive credit or payment, in addition to any rights of recovery, the Government may deduct the amount from any subsequent credit or payment.
21. If the Government should determine that the subsidy is no longer needed for the benefit of the tenants, at its option the Government may upon written notice suspend, modify or terminate this agreement as of any specific date.

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0189. The time required to complete this information collection is estimated to average 15 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.



(CORPORATE SEAL)

\_\_\_\_\_  
(SIGNATURE OF ATTESTING OFFICIAL)

\_\_\_\_\_  
(TITLE OF ATTESTING OFFICIAL)

01/31/2006

\_\_\_\_\_  
(DATE OF EXECUTION)

YORKTOWN-YORKTOWN SQUARE II, LLC

\_\_\_\_\_  
(NAME OF BORROWER)

BY: YORKTOWN SQUARE II APARTMENTS, INC

\_\_\_\_\_  
(SIGNATURE & TITLE OF EXECUTIVE OFFICIAL)

BY: *James A. Pritchett*  
JAMES A. PRITCHETT, It's Vice President

\_\_\_\_\_  
(P.O. BOX OR STREET ADDRESS)

930 Cambria Street NE, Christainsburg, VA 24073

\_\_\_\_\_  
(CITY, STATE, AND ZIP CODE)

UNITED STATES OF AMERICA  
RURAL HOUSING SERVICE

By: *Philip H. Stetson*  
PHILIP H. STETSON

STATE DIRECTOR FOR (ACTING)

RURAL DEVELOPMENT

\_\_\_\_\_  
(TITLE)

**RENTAL ASSISTANCE AGREEMENT**

CASE NO.
PROJECT NO.

This Agreement is effective on the 1st day of February, 2006

between Yorktown-Yorktown Square II, LLC  
"borrower") and its successors and the United States of America acting through the Rural Housing Service ("the Government") pursuant to section 521(a)(2)(A) of Title V of the Housing Act of 1949.

In consideration of the mutual covenants set forth, the parties agree as follows:

**Section 1** The Government agrees to provide rental assistance in accordance with its governing rules and regulations for the number of units of housing provided according to the attached Form RD 3560-51 (Part III), "Multiple Housing Obligation-Fund Analysis," or RD 3560-55, "Multiple Family Housing Transfer of Rental Assistance," for the project located at 202 Barham Blvd., Yorktown Virginia 23690

and known as Yorktown Square II Apartments consisting of 60 units. The Government will pay the difference between the Government approved shelter cost for the project and the monthly tenant contribution as calculated and certified for each tenant household on Form RD 3560-8, "Tenant Certification." Additional attachments of Form 3560-51 (Part III) or Form RD 3560-55 may be made to, and shall become a part of, this Agreement when properly identified by case number, project number, dated, and duly executed by both parties.

**Section 2** The borrower agrees to abide by the present and future regulations of the Government in the administration of this program.

**Section 3** Borrower agrees to use due diligence in the verification and certification of tenants' incomes.

**Section 4** In the event that any tenant suffers a hardship because rental assistance may not be available in the project because of the limitations on the number of units from the Government, the borrower may request additional units. If the Government provides additional units, then copies of the obligation screens will be attached by the Government to, and become a part of, this Agreement.

**Section 5** Borrower agrees to comply with Government priorities for selecting tenants that receive rental assistance.

**Section 6 Provisions Applicable if the Borrower is a Cooperative -**

When the Borrower is a Cooperative:

(a) The term "tenant or occupant" will include a member of a cooperative. The term "household contribution" or "rent" will include the charges under the occupancy agreement between the member and the cooperative.

(b) A member of a cooperative approved for rental assistance shall agree that upon a sale of their membership, any equity attributable to supplemental rent payments will be paid to the Government through the cooperative.

*According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0189. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and*

## **Section 7 Renegotiation, Modification, Transfer, Termination -**

- (a) The provisions of the Agreement may be modified, amended, or terminated, upon written agreement of the parties.
- (b) If the borrower defaults on any provision of the loan agreement, resolution, note, interest credit agreement, security instrument, or other supplementary or related agreements, or violates any program regulations, then the Government may suspend or terminate this Agreement on any specified date following the default.
- (c) If the Government determines that rental assistance units are not being used after initial rent-up or are not needed because of a lack of eligible tenants in the area, then they may be transferred to another project.

**Section 8 Term of Agreement and Condition for Termination -**

- (a) This Agreement and its attachments, and any additional rental assistance will expire automatically upon total disbursement or credit of rental assistance to the borrower's account, unless earlier suspended, transferred or terminated according to section 7 of this Agreement. four (4) years from the effective date of this Rental Assistance Agreement, unless the funds are fully expended prior to this time.
- (b) The attachments, Form RD 3560-51 (Part III) or RD 3560-55, to this Agreement are not renewable. If additional rental assistance is needed, the borrower may submit a "Request for Rental Assistance" on Form RD 3560-7 (Budget) at anytime. If additional or replacement units are provided, a copy of the AMAS Screen MIBI will be attached to and become a part this Agreement.

**Section 9 Special Conditions** - The borrower agrees that RD may attach a duly executed Form RD 3560-51 (Part III) or RD 3560-55 to this Agreement and that it becomes a part hereof, and may be identified in section 10 below.

YORKTOWN-YORKTOWN SQUARE II, LLC

(Borrower)  
By Yorktown Square Apartments II, Inc  
managers member  
By James A. Caldwell  
Its Vice President

 $B\gamma:$ 

RURAL HOUSING SERVICE

Date: \_\_\_\_\_

## Section 10 Record of Attachments For RD 3560-51 (Part III) or RD 3560-55

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## LOAN AGREEMENT

- ☐ RRH Loan to a Partnership Operating on a Profit Basis  
☐ RRH Loan to a Limited Partnership Operating on a Profit Basis  
☐ RRH Loan to a Partnership Operating on a Limited Profit Basis  
☐ RRH Loan to a Limited Partnership Operating on a Limited Profit Basis  
☐ Loan to a Limited Liability Company

1. Parties and Terms Defined. This agreement dated January 26, 2006  
Yorktown-Yorktown Square II, LLC the laws of the  
between \_\_\_\_\_, a partnership, duly organized and operating under Commonwealth of VA

("Partnership"), whose address is 930 Cambria Street NE, Christiansburg VA 24073  
and the United States of America acting through the Rural Housing Service or a successor agency, United States Department  
of Agriculture ("Government"), is made in consideration of a loan, ("Loan"), to the Partnership in

the amount of \$ 595,160.00 made or insured, or to be made or insured, by the Govern-  
ment

pursuant to section 515(b) of the Housing Act of 1949 to build a REHAB project.  
The loan may be sold and insured by the Government. The loan shall be used solely for the specific eligible purposes for which  
it is approved by the Government in order to provide rental housing and related facilities for eligible occupants, as defined by  
the Government in rural areas. Such housing, facilities, and the land constituting the site are herein called "Housing" The  
indebtedness and other obligations of the Partnership under the note evidencing the loan, the related security instrument and  
any related agreement are herein called "Loan Obligations"

2. Execution of Loan Instruments. To evidence the Loan the Partnership shall issue a promissory note, ("Note"), signed by  
the Partnership, on behalf of the Partnership for the amount of the Loan, payable in installments over a period of 30  
years, bearing interest at a rate, and containing other terms and conditions, prescribed by the Government. To secure the Note or any  
indemnity or other agreement required by the Government, the Partnership is to execute a real estate security instrument giving a lien  
upon the Housing and upon such other real property of the Partnership as the Government shall require, including an assignment of the  
rents, subsidies, revenues and profits as collateral security to be enforced in the event of any default by the Partnership, and containing  
other terms and conditions prescribed by the Government. The Partnership is to execute any other security instruments and other  
instruments and documents required by the Government in connection with the making or insuring of the Loan.

3. Equal Opportunity and Nondiscrimination Provisions. The General Partners are hereby authorized and directed to  
execute on behalf of the Partnership (a) any undertakings and agreements required by the Government pursuant to Title VIII  
of the Civil Rights Act of 1968 as amended by the Fair Housing Amendments Act of 1988 related to Fair Housing regarding  
nondiscrimination in the use and occupancy of housing, (b) Form RD 400-1 entitled "Equal Opportunity Agreement",  
including an "Equal Opportunity Clause" be incorporated in or attached as a rider to each construction contract the amount  
of which exceeds \$ 1 0,000 and any part of which is paid for with funds from the Loan, and (c) Form RD 4004, entitled  
"Assurance Agreement (under Title VI, Civil Rights Act of 1964)", a copy of which is attached hereto and made a part hereof,  
and any other undertakings and agreements required by the Government pursuant to lawful authority.

4. Borrower Equity Contribution. The amount of \$ 69,750 to be contributed by the Partnership from  
its own funds for the land purchase or development will be placed or deposited with the lender and disbursed prior to any  
disbursement of interim loan funds or any loan funds from the Government.

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid  
OMB control number. The valid OMB control number for this information collection is 0575-0189. The time required to complete this  
information collection is estimated to average 15 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.

5. Accounts for Housing Operations and Loan Servicing. The Partnership shall establish on its books the following accounts, which shall be maintained so long as the Loan Obligations remain unsatisfied: a General Operating Account, a Tenant Security Deposit Account and a Reserve Account.

a. General Operating Account. By the time the Government loan is closed or interim funds are obtained, whichever occurs first, the Partnership shall provide cash from the Borrower's own funds in an amount totaling \$ N/A Use of deposited cash will be in accordance with 7 CFR part 3560 or any successor regulation.

b. Reserve Account. Transfers at a rate not less than \$ 21,000 annually shall be made to the Reserve Account until the amount in the Reserve Account reaches the minimum sum of \$ 210,000 or such higher amount later agreed to by the Government. Restoration of disbursed funds shall be made on a schedule approved by the Government. Withdrawal and use of funds deposited to this account will be in accordance with 7 CFR part 3560 or any successor regulation. With prior consent of the Government, funds in the Reserve Account may be used by the Partnership for any purpose including paying a dividend up to 8 percent per annum of the Borrower's initial investment of \$ 69,750

6. Regulatory Covenants. So long as the Loan Obligations remain unsatisfied, the Partnership shall comply with all appropriate regulations of the Government and shall:

a. Impose and collect such fees, assessments, rents, and charges that the income of the Housing will be sufficient at all times for operation and maintenance of the Housing, payments on the Loan Obligations, and maintenance of the accounts.

b. Establish and maintain complete books and records relating to the Housing's financial affairs, such books and records audited at the end of each fiscal year (with a copy promptly sent to the Government), and permit the Government or its representative to inspect such books and records at all reasonable times.

c. If required or permitted by the Government, revise the required accounts, or establish new accounts, to cover handling and disposition of income from and payment of expenses attributable to the Housing or to any other property securing the Loan Obligations, and submit regular and special reports concerning the Housing or financial affairs.

d. Agree that if any provisions of its organizational documents or any verbal understandings conflict with the terms of this loan agreement, the terms of the loan agreement shall prevail and govern.

e. Unless the Government gives prior consent:

1) Not use the Housing for any purpose other than as rental housing and related facilities for eligible occupants.

2) Not enter into any contract or agreement for improvements or extensions to the Housing or other property securing the Loan Obligations.

3) Not change the membership by either the admission or withdrawal of any general partners nor permit general partners to maintain less than an aggregate of 5 percent, financial interest in the Partnership nor cause or permit voluntary dissolution of the Partnership nor cause or permit any transfer or encumbrance of title in the Housing or any part thereof or interest therein, by sale, mortgage, lease, or otherwise.

4) Not borrow any money, nor incur any liability which would have a detrimental effect on the Housing.

- f. Submit the reports required under 7 CFR part 3560 or any successor regulation to the Government for prior review.
- g. If required by the Government, modify and adjust any matters covered by clause (f) of this section.
- h. Comply with all its agreements and obligations in or under the Note, security instrument, and any related agreement executed by the Partnership in connection with the Loan.
- i. Not alter, amend, or repeal without the Government's consent this agreement or the Partnership Agreement, which shall constitute parts of the total contract between the Partnership and the Government relating to the Loan Obligations.
- j. Take other action as may be required by the Government in connection with the operation of the Housing, or with any of the Partnership's operations or affairs which may affect the Housing, the Loan Obligations, or the security.
- k. If the return on investment for any year exceeds 8 percent annum of Partnership's initial investment of \$ 69,750, the Government may require that the Borrower reduce rents the following year or refund the excess return on the investment to the tenants or use said excess in a manner that will best benefit the tenants.

7. General Provisions.

- a. It is understood and agreed by the Partnership that any loan made or insured will be administered subject to the limitations of the authorizing act of Congress and related regulations, and that any rights granted to the Government in this agreement or elsewhere may be exercised in the Government's sole discretion.
- b. The provisions of this agreement are representations to the Government, to induce the Government, to make or insure a loan to the Partnership. If the Partnership should fail to comply with or perform any provision of this agreement or any requirement made by the Government pursuant to this agreement, such failure shall constitute default as fully as default in payment of amounts due on the Loan Obligations. In the event of such failure, the Government at its option may require specific performance, declare the entire amount of the Loan Obligations immediately due and payable and, if such entire amount is not immediately paid, may take possession of and operate the Housing and proceed to foreclose its security and enforce all other available remedies, or take such other action as it deems necessary to enforce the provisions of this agreement.
- c. To the extent legally permitted any provisions of this agreement may be waived by the Government in its sole discretion, or changed by agreement between the Government and the Partnership.
- d. Any notice, consent, approval, waiver, amendment, or agreement must be in writing.
- e. This loan agreement shall be subject to the present and future laws and regulations of the Government.
- f. The Partnership agrees that no person with a disability will be subjected to discrimination in employment or denied the benefits of the Housing because of such disability. It will comply with the requirements of the Fair Housing Act, 42 U.S.C. 360 et seq., the Fair Housing Amendments Act of 1988, the Rehabilitation Act of 1973, 29 U.S.C. 794, the Americans with Disabilities Act of 1990, 42 U.S.C. 12101 et seq., and the implementing regulations of the Department of Agriculture, 7 C.F.R. part 15b.

9. This agreement may be cited in the security instrument and any other instruments as the "Loan Agreement" of January 26, 2006

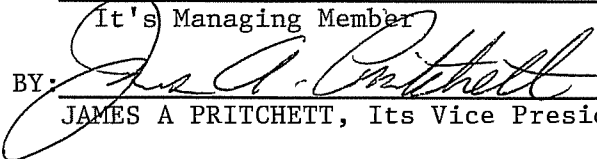
No Partner of Yorktown-Yorktown Square II, LLC, including a general partner, shall be held personally liable hereunder and, in the event of default, Lender's sole resource shall be limited to the assets of Yorktown-Yorktown Square II, LLC.

YORKTOWN-YORKTOWN SQUARE II, LLC  
PARTNERSHIP NAME

By:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BY: YORKTOWN SQUARE APARTMENTS II, INC.  
Its Managing Member

BY:   
JAMES A PRITCHETT, Its Vice President

\_\_\_\_\_





**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
MULTI-FAMILY PROGRAM**

**REVISED  
DEFERRED PAYMENT NOTE**

Richmond, Virginia

March 8, 2007

FOR VALUE RECEIVED, the undersigned, jointly and severally, promise to pay to the order of the Department of Housing and Community Development (the "Noteholder"), the principal sum of Three Hundred Fifty Thousand Dollars and Zero Cents (\$350,000.00), with interest on the unpaid principal balance commencing on the date hereof, at the Applicable Federal Rate (AFR) as of the date of this Deferred Payment Note, computed on the basis of a 360 day year, such interest being payable at the Virginia Housing Development Authority, 601 South Belvidere Street, Richmond, VA 23220, or such other place as the Noteholder may designate in writing as follows:

All interest in excess of two and five tenths percent (2.5%) per annum shall be deferred until the date that is twenty (20) years after the date of this Deferred Payment Note. Monthly payments of the non-deferred interest shall be payable commencing on the first day of the second month following the month in which the Deed of Trust is executed; provided, however, that if the Deed of Trust is executed on the first day of any month, such first payment shall be due on the first day of the succeeding month, and continuing on the first day of each month thereafter until the day which is Twenty (20) years after the first day of the month immediately following the month in which this Note is dated or until such later date as may be established by the Noteholder, at which time the balance of principal, plus accrued interest thereon, shall be due and payable.

The undersigned covenants not to pay the debt evidenced by this Note or any part thereof prior to or in advance of the payment schedule described hereinabove, except as approved in writing by the Noteholder.

The undersigned shall pay to the Noteholder a late charge of five percent (5%) of any installment not received by the Noteholder within fifteen (15) days of its due date.

The loan evidenced by this Note is being made to finance the improvement of certain property pursuant to the HOME Program. This Note and the instrument securing the same may be sold, assigned, and transferred by the Noteholder.

Upon the failure of the undersigned to perform or comply with any of the terms or conditions of this Note or upon the occurrence of any event of default under the Deed of Trust hereafter described securing this Note, the entire unpaid principal hereof, together with all accrued interest thereon, shall, at the option of the Noteholder, become at once due and payable (and no failure by the Noteholder to exercise such option shall be deemed or construed as a waiver of the right to exercise same in the event of any subsequent or continuing default or breach).

The undersigned makers, and any and all endorers, sureties, guarantors and assumers hereof (each a "Party" and collectively the "Parties" hereto), hereby, jointly and severally, waive presentment, demand, protest, notices of dishonor and of protest, the benefits of homestead, and all other waivable exemptions, and all defenses and pleas on the ground of any extension(s) of the time of payment or of the due dates of this Note, in whole or in part, before or after maturity, with or without notice, it being further agreed by all Parties that they will pay any collection expense, court costs, and reasonable attorneys' fees which may be incurred in the collection or enforcement of this Note or any part hereof.

This Note is secured by a Deed of Trust of even date herewith conveying real property and other security, which real property is briefly described Parcel A consisting of 5.0006 A, and Parcel C consisting of 1.3692 A, Nelson District located in the County of York, Virginia, and more fully described

in said Deed of Trust, in which the Trustees are Donald L. Ritenour and J. Judson McKellar, Jr., one of whom has countersigned this Note solely for the purpose of identifying the same as being secured by said Deed of Trust.

Anything herein or in any other instrument referenced herein to the contrary notwithstanding, the undersigned and any principal, agent or partner of the undersigned, whether disclosed or undisclosed, shall not be personally liable for the payment of any sums due hereunder or secured under the hereinabove referenced Deed of Trust, including without limitation, any deficiency between such sums and the proceeds applied thereto by the Noteholder from the sale of the real property identified in the preceding paragraph and any other collateral; and no personal judgment will be sought against the undersigned or any principal, agent or partner of the undersigned, whether disclosed or undisclosed, for payment of any such sums or such deficiency; provided, however, that nothing contained in this paragraph shall impair the validity of any of the provisions of the hereinabove referenced Deed of Trust or the exercise of any of the remedies thereunder as to the hereinabove identified real property and other collateral therein described.

WITNESS the following signature.

Yorktown-Yorktown Square II, LLC,  
a Virginia Limited Liability Company  
By: Yorktown Square Apartments II, Inc.,  
Its: Managing Member

By:   
Its: VP

\_\_\_\_\_  
Countersigned by Trustee





2

GRIN 0116-4136-2616  
MSP 18-00-00-0232  
Consideration \$548,000.00  
This Document Drafted By:  
Virginia Housing Development  
Authority

VIRGINIA HOUSING DEVELOPMENT AUTHORITY

DEED OF TRUST

HOUSING FUND LOAN PROGRAM  
MULTI-FAMILY HOUSING DEVELOPMENT  
PERMANENT FINANCING

000000126

THIS DEED OF TRUST made as of the 8th day of March 2007, by and between YORKTOWN-YORKTOWN SQUARE II, LLC, (herein referred to as "Grantor") and J JUDSON MCKELLAR, JR. whose business address is 601 South Belvidere Street Richmond, Virginia 23220 and DONALD L. RITENOUR whose business address is 601 South Belvidere Street, Richmond, Virginia 23220 (herein referred to as "Trustees"), either of whom may act; and the VIRGINIA HOUSING DEVELOPMENT AUTHORITY, a political subdivision of the Commonwealth of Virginia, (herein referred to as the "Authority").

RECITALS

WHEREAS, the Grantor has executed a deed of trust note of even date (the "Note") payable to the Authority in the amount of Five Hundred Forty-Eight Thousand Dollars and Zero Cents (\$548,000.00) for the permanent financing of a multi-family housing development (the "Development") intended for occupancy by persons and families of low and moderate income. The Grantor desires to secure to the Authority the payment of certain indebtednesses of the Grantor to the Authority and the performance of certain covenants made by the Grantor to the Authority relating to the Development

NOW THEREFORE, WITNESSETH: That for and in consideration of the provisions of this Deed of Trust (herein referred to as "Deed") and of \$1.00 cash in hand paid and other valuable consideration, the receipt whereof is hereby acknowledged, the Grantor does hereby grant and convey unto the Trustees, with General Warranty and English Covenants of Title, the real property described with particularity in Exhibit A, which is attached hereto, made a part hereof and to be recorded herewith, together with all buildings, improvements, and fixtures now or hereafter erected or located thereon, all rights, easements and appurtenances benefiting the Development now existing or hereafter created, and all items of personal property (including without limitation all building materials, equipment and supplies; goods; heating, ventilation and air conditioning equipment and supplies; sprinkler systems; carpets; furnishings; awnings, blinds, screens, and window shades; plants, sod, timber and shrubbery; tools, machinery and equipment; appliances; elevators; playground equipment; and recreational facilities and equipment) now or hereafter owned or acquired by the Grantor and located on or used in the Development or relating to the construction or rehabilitation (if applicable), ownership or operation of the Development, which personal property is hereby pledged and assigned, transferred and set over unto the Trustees and in which fixtures and personal property the Grantor does hereby create a security interest (all of the foregoing realty and personal property is hereinafter sometimes referred to as the "Property," provided that fixtures and personal property of any tenants now or hereafter installed are not intended to be included in the Property except to the extent of the Grantor's interest therein):

IN TRUST, HOWEVER, to secure to the Authority the payment by the Grantor of the indebtednesses described in Paragraphs 1, 2, and 3 below, which indebtednesses are sometimes referred to herein as the "Secured Indebtednesses", and also to secure the due and punctual performance by Grantor of each and every covenant, condition and agreement contained herein, and each and every other obligation, covenant and agreement of the Grantor to and with the Authority concerning or relating to the Development to be operated on the real property described in Exhibit A, sometimes referred to herein as the "Secured Covenants" The Secured Indebtednesses consist of:

1. Indebtednesses under Note All obligations under that certain deed of trust note of even date (the "Note") made by the Grantor, payable to the order of the Authority, in the principal sum of Five Hundred Forty-Eight Thousand Dollars and Zero Cents (\$548,000.00), bearing interest, payable at such times and providing for attorneys' fees and other expenses upon default, as in the Note provided, which Note is identified as being secured by this Deed. The scheduled maturity date set forth in the Note is April 1, 2037. This Deed further secures each note given in substitution for, or in connection with any renewal or extension of, the Note.

2. Indebtednesses Arising Under Deed of Trust All indebtednesses to the Authority and to the Trustees which arise under any of the Grantor's covenants expressly made herein, including fees of their attorneys and agents and other expenses respectively incurred by them in connection with the performance by or assertion of their respective rights and/or duties as set forth in this Deed

3. Other Indebtednesses All other indebtednesses of the Grantor to the Authority, whether arising out of the Secured Covenants or otherwise, whether now existing or hereafter incurred, whether matured or unmatured, liquidated or unliquidated, secured or unsecured, whether original, renewed or extended, whether contracted by the Grantor alone or jointly and/or severally with another or others, whether originally contracted with

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the Authority or acquired by the Authority by assignment, transfer, or otherwise from another or others, whether or not represented or evidenced by negotiable instruments or other writings.

Whenever moneys are to be applied by the Authority to the payment of the Secured Indebtednesses, the Authority shall determine, in its sole discretion, the order and manner in which such moneys are to be applied to the individual indebtednesses secured hereby, unless expressly provided otherwise by this Deed, by other written agreement between Grantor and the Authority or by law.

A. Leases, Rents and Profits

(1) The Grantor hereby transfers, sets over and assigns to the Authority, all leases, rents, issues, royalties, income and profits of or relating to the Property from time to time accruing, including without limitation all such rents, issues or profits now due or which may hereafter become due under or by virtue of all leases, whether written or oral, or any letting of, or any agreement for the use or occupancy of, any part of the Property which may have been made heretofore or which may be made hereafter or agreed to, it being the intention of the parties hereto (i) to establish a present, absolute, irrevocable and unconditional transfer and assignment to the Authority of all such amounts due or to become due and (ii) by recordation of this Deed to fully perfect the interest of the Authority in all leases, rents, and profits arising from the real property described in Exhibit A attached hereto in accordance with Section 55-220.1 of the Code of Virginia; provided, however, that, except for the collection of rents in advance of the time when they become due, the Grantor may collect all rents and other amounts due it under said leases as if this Deed had not been made until the occurrence of an event of default hereunder, but shall deposit, handle and account for such rents and other amounts in such manner as the Authority may require.

(2) In the event of a default hereunder, whether before or after the Note is declared to be due and payable or whether before or after the institution of any proceedings to foreclose the lien of this Deed, the Grantor will, without notice and upon demand, surrender the Property to the Authority and the Authority shall be entitled to take possession of the Property, and regardless of whether the Authority takes possession of the Property, the occupants thereof are hereby authorized to make the payments due under the terms of their leases, if any, whether written or oral, in accordance herewith without requiring proof of any such default. Without any limitation of any of the rights of the Authority, the Authority may in its own name, as assignee: operate and manage the Property either personally or by its agents and take any and all action which it deems necessary or appropriate therefor; collect and receive all rents, profits, income and other amounts due therefrom and apply same in the manner and for the purposes provided below in this subsection (2); use such measures as it may deem necessary or proper to enforce the payment of such rents, profits, income and other amounts or to secure possession of any part of the Property; bring or defend any legal action in connection with the Property, as it may deem proper; from time to time, make all necessary or proper repairs, replacements, and alterations to the Property, as to it may seem judicious; insure and reinsure the Property; lease the Property or any part or parts thereof for such periods and on such terms as to it may seem fit, including leases for terms expiring after the maturity of the Secured Indebtednesses; and cancel any lease for any cause which would entitle the Grantor to cancel it. After deducting the expenses of managing and operating the same and all maintenance, repairs, replacements and alterations and all payments which may be made for taxes, assessments or liens, claims, insurance premiums, or other proper charges on the Property or any part thereof, including fair and reasonable compensation for attorneys and for agents employed by the Authority to manage and operate the Property, and after deducting all monies required to be deposited in reserve, the Authority may apply any and all remaining funds to the payment of the Secured Indebtednesses. Any funds advanced by the Authority and not reimbursed from rents, profits, income or other amounts received from the operation of the Development shall become part of the Secured Indebtedness together with interest thereon at the rate then established under the Note.

(3) The Authority is given the right to exercise the powers and authorities herein contained at its option, in the event of any such default, but shall not be required to exercise such powers and authorities and shall not be held responsible for diligence in the performance of anything done pursuant to such powers and authorities, but shall only be held liable for proper application of funds actually received as rents, issues, profits and accounts from the Property. The rights of the Authority under this paragraph A shall be in addition to any other right or remedy hereunder or afforded by law and may be exercised concurrently therewith or independently thereof. In addition, nothing contained herein shall in any way operate to limit any other or different rights of the Authority.

(4) The Grantor does hereby covenant and agree that, so long as any Secured Indebtednesses shall remain unpaid, the Grantor will not require the payment of any rents or other amounts to be paid under any lease of any part of the Property in advance of the time when they become due and will not discount or make any other assignment of any future accruing rents without the prior written consent of the Authority.

(5) The failure of the Authority at any time to avail itself of any of its rights under this assignment shall not be construed to be a waiver of any of such rights, but the Authority shall have full power and authority to exercise such rights at any time or times that it deems fit.

(6) In accepting this assignment the Authority shall in no manner be prejudiced in its right to foreclose the lien of this Deed, or in any other right or privilege granted to it by this Deed.

(7) In addition to all of the Authority's other rights hereunder, it shall be entitled to request a court of competent jurisdiction to appoint a receiver for the Property. Said receiver shall be entitled to exercise all of the aforesaid powers and rights available at law and in equity in order to fully protect the Authority's interests under this Deed or any other instrument securing the Secured Indebtednesses.

**B     Additional Collateral**

As further security for the payment of the Secured Indebtednesses and performance of the Secured Covenants, the Grantor hereby grants and conveys, in trust, to the Trustees and pledges, assigns and grants a security interest to the Authority in the following collateral (the "Collateral"):

(1)     Awards and Damages. All causes of action, claims, judgments, liens, awards of damages, settlements and compensation now existing or hereafter arising in connection with or in lieu of (i) any taking of the Property by or under assertion of the power of eminent domain or (ii) any injury, damage or loss to the Property. The Authority is authorized and empowered (but not required) to collect and receive any such sums (including, without limitation, insurance proceeds) and to apply them in whole or in part in reduction of the Secured Indebtednesses and/or, at its option, to apply all or any part of such sums to the repair, rebuilding or restoration of the Property in such manner and under such conditions as shall be required by the Authority; provided however, that if such sums are applied in whole or in part in reduction of the Secured Indebtednesses, the Grantor shall not be obligated under this Deed to repair, restore or rebuild the portion of the Development so damaged, injured or destroyed.

(2)     Other. All leases, rents, issues, royalties, income and profit as described in Section A(1) above and all other tangible or intangible property now or hereafter owned or acquired by the Grantor and used in, arising out of or relating to the construction or rehabilitation (if applicable), ownership or operation of the Development, including, without limitation, the following collateral: goods; inventory; equipment; documents; instruments; accounts; deposit accounts; chattel paper; investment property; money; letter-of-credit rights; and general intangibles (the foregoing collateral shall be as defined in Revised Article 9 of the Virginia Uniform Commercial Code as currently set forth in Title 8.9A of the Code of Virginia). The foregoing collateral shall include, without limitation, all rights, privileges, and benefits of the Grantor under all contracts, agreements, and instruments relating to the construction or rehabilitation (if applicable), ownership or operation of the Development. The Grantor hereby agrees that any funds or other property (and its rights and interests therein) which, by the terms of this Deed or any other agreement or instrument relating to the Development, are now or hereafter provided by the Grantor (or caused by the Grantor to be provided) or held by the Authority to assure or secure the payment of any Secured Indebtedness or the performance of any Secured Covenant shall be deemed to be security under this Deed and to be included in the foregoing collateral. Such funds and personal property shall include, without limitation, (i) amounts held in the Reserve Fund for Replacements pursuant to this Deed, (ii) the escrow payments for taxes, assessments, liens, hazard insurance premiums, mortgage insurance premiums (if any), and charges on or against the Property or the Development paid by the Grantor pursuant to this Deed, (iii) amounts held in the Project Account pursuant to this Deed, and (iv) security deposits of the tenants held in an account pursuant to this Deed, subject to any requirements of Virginia law governing such tenants' security deposits. In the event of default under this Deed, all funds (including investments and earnings therefrom) described in this subparagraph (2) and not then held by the Authority, shall, upon the demand of the Authority, be immediately transferred to the Authority.

(3)     Proceeds; Substitutions. Any proceeds (as defined in Revised Article 9 of the Virginia Uniform Commercial Code as currently set forth in Title 8.9A of the Code of Virginia) from the sale, exchange, collection, or other disposition of any of the collateral (including the Collateral) under this Deed, and any substitutions or replacements therefor and any additions or attachments thereto.

**Secured Covenants**

The Grantor covenants and agrees as follows:

(1)     Payment and Performance. The Grantor covenants to pay without demand all Secured Indebtedness and to fully perform without demand all Secured Covenants, when such payments or performances are due.

(2)     Payment and Discharge of Liens. Grantor shall pay when due all amounts and shall perform all covenants secured by any deeds of trust recorded prior to this Deed. The Grantor also will pay, when due, all claims of every kind and nature which might or could become a lien on the Property or any part thereof and the Grantor will not at any time create or allow to exist any lien on the Property or any part thereof of whatsoever kind or nature other than this Deed and those specifically approved by the Authority; provided, however, that the following are excepted from the foregoing: (i) liens for taxes and assessments which are not delinquent although by law are given the status of a lien and (ii) such of the above claims as are, and during the time they are, being contested by the Grantor in good faith and by appropriate legal proceedings, but the Grantor shall post such security for the payment of such contested claims as is requested by the Authority.

(3)     Maintenance of the Property. The Grantor covenants (i) to promptly repair, restore or rebuild any part of the real property described in Exhibit A that may become damaged or be destroyed while subject to the lien of this Deed; (ii) not to commit or suffer waste of the Property; (iii) not to commit or suffer to be done or exist on or about the Property any condition whereby the Property shall become less valuable; (iv) without the Authority's prior written permission, not to remove or demolish the property described in Exhibit A; (v) to comply with all applicable laws, ordinances, regulations, covenants, conditions and restrictions affecting the Property, and not to suffer or permit any violations thereof.

(4) **Inspections and Reports** The Authority and its agents shall have the right of entry and free access to the Development and right to inspect all buildings, fixtures and equipment in the Development. All books, contracts, records, documents, and other papers relating thereto shall at all times be available at the Development (or such other place as the Authority shall approve) in reasonable condition for proper audit and shall be subject to examination and inspection and copying at any reasonable time by the Authority or its authorized agents. Within ninety (90) days following the end of each fiscal year, the Authority shall be furnished with a complete audited annual financial report based upon an examination of the books and records of the Grantor and prepared in accordance with the requirements of the Authority. Such report shall be prepared and certified to by an independent certified public accountant acceptable to the Authority. If the Authority is dissatisfied at any time with the work or performance of any such accountant, the accountant may be replaced by the Authority without the concurrence of the Grantor. The Grantor shall furnish such other statements, records, papers, and documents relating to the Development as the Authority may reasonably request from time to time, including, without limitation, true and complete copies of the organizational documents of the Grantor and entities having any direct or indirect ownership interest in the Grantor. It is understood and agreed that any inspection hereunder by the Authority shall be for the sole benefit and protection of the Authority, and neither the Grantor nor any other party shall be entitled to rely upon such inspection or the results therefrom for any purpose whatsoever, including without limitation the assertion of (a) any claim or defense with respect to any failure by the Grantor to perform in accordance with the terms of this Deed or (b) any waiver or other modification of the rights of the Authority or the obligations of the Grantor hereunder.

(5) **Insurance.** On and after the date hereof, the Grantor shall obtain and keep in force "all risk" property insurance for the full replacement cost of the Property (including such waiver of subrogation endorsement, loss of rents coverage, improvements and betterments coverage, and business personal property coverage as the Authority may require) and insurance coverage and policies against such other hazards, casualties, liabilities and contingencies as the Authority may require, including, without limitation, the following: worker's compensation; general liability; flood; any boiler and machinery/steam boiler explosion, elevator, plate glass, outdoor sign, commercial space, automobile and other coverages applicable to the Development; and burglary and theft insurance coverage. All such policies shall be issued by insurance companies acceptable to the Authority. The insurance policies shall be in such amounts and shall contain such terms, endorsements, conditions and provisions (including, without limitation, exclusions, deductibles, limitations and restrictions) as the Authority shall require or approve. The Authority shall have the right to require that the premium charges for such policies be in amounts acceptable to the Authority. All such hazard insurance policies shall be endorsed with standard form of mortgage endorsement acceptable to the Authority and with loss payable to the Authority and its assigns. Each such policy (or the certificate of insurance evidencing such policy) shall provide that the insurer shall endeavor to give the Authority thirty (30) days advance written notice of any cancellation of the policy before the expiration of such policy. Renewal policies and any replacement policies (or certificates of insurance evidencing such policies) shall be delivered to the Authority at least fifteen (15) days prior to the expiration of existing policies. The Authority shall have the right to require that such policies be delivered to and held by the Authority without liability.

(6) **Payment of Escrow Deposits** (i) The Grantor shall pay to the Authority, if and to the extent requested by the Authority, on the dates upon which interest is payable, such amounts as the Authority from time to time estimates are necessary to create and maintain a fund from which to pay before the same become due, all taxes, assessments, liens, hazard insurance premiums, mortgage insurance premiums (if any), and charges on or against the Development. Payments from said fund for said purposes may be made by the Authority at its discretion even though subsequent owners of the Development may benefit thereby. Funds deposited for one purpose may be disbursed by the Authority for any of the other purposes listed in this Section.

(ii) Payments pursuant to this Section and payments due under the Note shall be added together and the aggregate amount thereof shall be paid by the Grantor each month in a single payment to be applied by the Authority to the following items in the order set forth:

- A. Amounts required pursuant to subparagraph (i) of this Section
- B. Interest due under the Note.
- C. Amortization of principal due under the Note.

Any excess funds accumulated under this Section remaining after payment of the items herein mentioned shall be credited to subsequent monthly payments of the same nature required hereunder. If any such item shall exceed the estimate therefor, the Grantor shall without demand forthwith make good the deficiency.

(7) **Payment of Taxes.** The Grantor shall pay, when due, all taxes and assessments (including any tax hereafter enacted by law on the Development, the value of the Grantor's equity or the amount of the indebtedness secured hereby), both general and special, ground rents, fines, penalties, impositions, levies, dues and charges of every type or nature levied upon or assessed against the Development, including any personal property included thereon, or upon the interest therein of the Authority or the trustees hereunder.

(8) **Warranty of Title.** The Grantor is lawfully seized of an indefeasible estate in the Property and the Collateral in fee simple, free from encumbrances except as accepted by the Authority; has good right and power to convey the Property; does hereby warrant generally the same, and will execute such further assurances as may be requisite.

(9) **Attorneys' Fees; Costs of Trustees' Sale.** If the Authority employs an attorney to collect any or all of the Secured Indebtednesses or to foreclose this Deed, or authorizes the Trustees to conduct

Trustees' sale proceedings hereunder, then the Trustees and the Authority shall be reimbursed by Grantor, immediately and without demand, for all reasonable costs, charges and attorneys' fees incurred by them or either of them in any such case whether or not suit be commenced, and the same, together with interest thereon at the rate then established under the Note, shall be secured hereby

(10) **Sale or Forbearance**. No sale of the Property or the Collateral, forbearances on the part of the Authority or extension of the time for the payment of the Secured Indebtednesses given by the Authority shall operate to release, discharge, modify, change or affect the original liability of the Grantor herein either in whole or in part

(11) **Rights of Authority to Remedy Defaults**. If the Grantor defaults in payment of any sums or in the performance of any act required to be paid or performed by the Grantor under the provisions of any of the covenants herein (including, without limitation, the payment of any amounts or the performance of any covenants secured by any prior recorded deeds of trust), the Authority may, at its option, make payment thereof or perform any act required of the Grantor, to such extent and in any form or manner deemed expedient by the Authority, and pay any other sums, expenses, and charges, including attorneys' fees which the Authority deems necessary or appropriate therefor. The Authority shall be the sole judge of the validity, priority and amount of any such claim so paid by it and the necessity for the performance by the Authority of any such act which the Grantor was required but failed to perform. The Authority, at its option, shall be subrogated to any encumbrance, lien, claim or demand which it has paid under the provisions hereof and any such subrogation rights shall be additional and cumulative security to those set forth in this Deed and as provided by law

(12) **Repayment to the Authority**. Upon the Authority's payment of any sums or performance of any act which the Grantor fails to pay or to perform, as set forth in Section 11 above, the amount so paid or the cost of performing any such act, together with other sums paid or incurred by the Authority (including charges, expenses and attorney's fees deemed necessary or appropriate by the Authority to effect such payment or to perform such act) immediately and without demand, shall be paid by the Grantor to the Authority. The foregoing amounts shall bear interest at the rate then established under the Note and, together with such interest, shall be secured hereby

(13) **Regulatory Covenants**. (a) The Grantor covenants and agrees that it will strictly perform within the allotted time and otherwise comply with all conditions and requirements of the Authority's Mortgage Loan Commitment as to the Development, the Act, the Authority's Rules and Regulations promulgated thereunder, the Tenant Selection Plan submitted by the Grantor to the Authority (and any revisions thereto which shall be submitted in advance to the Authority for its review), and all other agreements with the Authority in respect of the Development, the provisions of which are incorporated herein by reference, and will not do any act or thing prohibited by the terms thereof.

(b) The Grantor hereby agrees that any funds collected as a security deposit shall be kept separate and apart from all other funds of the Development, in a trust account. The Grantor shall collect, deposit and disburse residents' security deposits in accordance with the terms of the respective leases and Virginia law in amounts not in excess of the maximum amounts permitted by Virginia law or such lesser amounts as the Authority may, in its discretion, determine to be reasonable and affordable by the persons and families eligible for occupancy under subsection (d)(i) of this Section

(c) The Grantor hereby agrees that it will comply with the provisions of all applicable federal, state and local laws prohibiting discrimination in housing on the basis of race, color, national origin, religion, creed, sex, disability, familial status or otherwise, and that the Grantor, to the extent it has employees, and all contractors and subcontractors engaged in the construction, rehabilitation, or management of the Development, shall provide an equal opportunity for employment without unlawful discrimination as to race, color, national origin, religion, creed, sex, disability or other basis

(d)(i) The Grantor covenants and agrees that (i) fifty percent (50%) of the units in the Development shall be occupied or held available for occupancy by individuals and families whose adjusted family incomes, as determined in accordance with the Authority's Rules and Regulations in effect on the date of such determination, do not exceed as of the date of their initial occupancy of such units fifty percent (50%) of the area median gross income as then determined by the Authority (without adjustments for family size) and (ii) the remaining fifty percent (50%) of the units in the Development shall be occupied or held available for occupancy by individuals and families whose adjusted family incomes, as determined in accordance with the Authority's Rules and Regulations in effect on the date of such determination, do not exceed as of the date of their initial occupancy of such units one hundred fifty percent (150%) of the area median gross income as then determined by the Authority (without adjustments for family size). In calculating the number of units in accordance with (i) above, any fractional unit shall be rounded up to the next whole number of units. If the number of units subject to the income limitations described (i) above shall be so rounded, the fractional unit subject to the income limits described in (ii) above shall be rounded down to the next whole number of units. The foregoing limitations shall not apply to any staff members of the Grantor or its agents who occupy any units in the Development described in (ii) above, with the prior approval of the Authority, for the purpose of providing services to the other residents

(ii) The adjusted family incomes of the persons and families (except staff members of the Grantor or its agents as described in (i) above) occupying all of the units in the Development shall be subject to reexamination and redetermination as provided herein and in the Authority's Rules and Regulations in effect on the date of such redetermination, and if the adjusted family income (as determined in accordance with the Authority's



Rules and Regulations in effect on the date of such redetermination) of any such person or family exceeds one hundred fifty (150%) percent of the area median gross income as then determined by the Authority (without adjustments for family size), such person or family may be required by the Authority to pay a rental surcharge prescribed by the Authority or the tenancy of such person or family may be terminated, all in accordance with the Authority's Rules and Regulations then in effect; provided, however, that if the unit occupied by such person or family is subject to the requirements of section 42 of the Internal Revenue Code of 1986, as amended, the amount of such rental surcharge shall not cause the rent (including such surcharge and any utility allowance) to exceed the maximum rent that may be charged for the unit in order to continue to be treated as a "low-income unit" as defined in section 42(i)(3) of the Internal Revenue Code of 1986, as amended

(iii) The Grantor agrees that, with the exception of staff members of the Grantor or its agents as described in (i) above, no person or family shall be approved by the Grantor for occupancy of any unit in the Development without the following conditions having been met at the time of such approval:

- (A) The Grantor has examined and determined the income and eligibility of such person or family and reports such determinations to the Authority in such form as the Authority may require.
- (B) The Grantor shall require each such person or family to accurately and completely report such person's or family's adjusted family income, family composition (if applicable) and such other information relating to eligibility for occupancy as the Authority may require.
- (C) Such persons or families shall be selected for occupancy in the Development in accordance with the Tenant Selection Plan submitted by the Grantor to the Authority
- (D) In addition to the foregoing requirements of this subsection (d), occupancy of the units in the Development shall be limited to the following persons or families: N/A

(iv) Upon request and in a manner prescribed and approved by the Authority, the Grantor shall obtain written evidence substantiating the information submitted to it pursuant to clause (B) of paragraph (iii) of this subsection (d).

(v) The Grantor agrees to re-examine and redetermine the income and eligibility of each resident (other than staff members of the Grantor or its agents as described in (i) above) of the Development every three years following such resident's initial occupancy and to report annually such redeterminations to the Authority in such form as the Authority shall require

(vi) In the case of any residents (other than staff members of the Grantor or its agents as described in (i) above) who occupy units in the Development on the date hereof, the Grantor shall require each such resident to certify, in such form and at such time prior to the expiration of the presently remaining term of his lease as the Authority shall require, as to his income and other matters relating to his eligibility for occupancy of his unit in the Development and shall examine and determine the income and eligibility of each such resident who does so certify. The Grantor shall not renew the lease of any such resident who fails to so certify. The lease of any such resident who does so certify and does not satisfy the Authority's eligibility requirements and criteria (applied as if the initial occupancy of such resident will commence upon such expiration of the term of the lease) shall not be renewed by the Grantor, or, at the option of the Authority, such resident shall be required to pay a rental surcharge prescribed by the Authority.

(vii) The Grantor will not permit the use of the dwelling units of the Development for any purpose except the use which was originally intended without the prior approval of the Authority

(viii) The Grantor agrees that the residents of each unit in the Development shall be required to execute a lease which the Authority may require to be in such form and/or to include such addendum as is prescribed or approved by the Authority, and any such form of lease or addendum shall not be modified in any manner without the approval of the Authority. The Grantor shall not enter into a lease for any unit in the Development for a term of less than thirty (30) days nor more than one year and one month.

(ix) All rents and other receipts of the Development shall be deposited in the name of the Grantor and the Development in an account (the "Project Account") in an institution whose deposits are insured by an agency of the United States Government. The Authority shall have the right, from time to time, to designate the institution for the Project Account. The Grantor hereby covenants to execute such agreements with the above referenced institution or such other institution as the Authority may designate and to take, or to cause to be taken, such other action as the Authority may require to provide such control to the Authority of the Project Account as the Authority may require in order to create a perfected security interest in the Project Account under Revised Article 9 of the Virginia Uniform Commercial Code as currently set forth in Title 8 9A of the Code of Virginia and as may be amended from time to time

(e) {Completion of Construction - Deleted}

(f) Concurrently with the scheduled commencement of amortization of the principal amount under the Note, the Grantor shall establish and thereafter maintain a Reserve Fund for Replacements by depositing to such reserve fund with the Authority the amount of One Thousand Five Hundred Dollars and Zero Cents

(\$1,500.00) per month unless a different date or amount is approved or directed in writing by the Authority in accordance herewith. Such funds may be invested and reinvested from time to time in such manner as the Authority shall determine. Such reserve shall be built up to and maintained at a level determined to be sufficient by the Authority to meet then projected requirements, and the monthly payment to the reserve may be increased or reduced as the Authority shall direct or approve in writing from time to time in order to attain such level. Such fund and the earnings thereon shall at all times be under the exclusive control of the Authority. Disbursements from such fund may be made by the Authority, in its discretion, for (i) the replacement, maintenance or repair of capital items of the Development, (ii) amenities or design modifications as to the Development which either are necessary or desirable for the marketing of the Development, or will reduce maintenance or replacement costs over a substantial portion of the term of the indebtedness evidenced by the Note, or will benefit a substantial portion of the residents of the Development, or will make an important contribution to the livability of the Development or (iii) any other purpose permitted or required by the Authority.

(g) If the Grantor is a corporation, partnership, limited liability company, trust or other entity, the Grantor agrees that it shall not, without the prior written consent of the Authority, permit or suffer any merger of the Grantor with any other entity, any acquisition of the Grantor or of all or substantially all of its assets, any dissolution or other termination of the Grantor, or any other conveyance, assignment, encumbrance, transfer or other disposition of all or any part of the interest of any partner, shareholder, member or other owner of any interest in the Grantor or in any entity having any direct or indirect interest in the Grantor; provided, however, that if the Grantor shall not then be in default under this Deed of Trust, the provisions of this subsection (g) shall not apply to (i), if the mortgage loan evidenced by the Note is to hereafter finance the construction or rehabilitation of the Development, any sale, transfer, assignment or substitution of limited partnership interests prior to completion of such construction or rehabilitation or (ii) any sale, transfer, assignment or substitution of limited partnership interests which in any twelve month period constitute in the aggregate 50% or less of the partnership interest in the Grantor (the following clause (ii) shall include any sale, transfer, assignment or substitution of ownership interests in any limited partner in the Grantor which in any twelve month period constitute in the aggregate 50% or less of the ownership interests in such limited partner).

(14) Sections 55-59, 59.1 through 59.4 and 55-60, Code of Virginia. The duties, rights and obligations set forth in Section 55-59 of the Code of Virginia shall be deemed to be superseded by the provisions of this Deed. Except as otherwise herein expressly provided, this Deed shall be construed to incorporate the provisions of Sections 55-59.1 through 55-59.4 of the Code of Virginia as now in force and specifically to incorporate herein the following provisions, by short form reference below, of Sections 55-59.2, 55-59.4 and 55-60 of the Code of Virginia:

Exemptions waived

Renewal, extension or reinstatement permitted

Any Trustee may act.

Advertisement required: Such advertisement shall be published once a day for three days. Bidder's deposit of not more than 10% of the sale price may be required.

(15) Events of Default. Any one or more of the following events shall constitute a default under this Deed:

(a) Default in the payment of all or any portion of the Secured Indebtednesses or any installment thereof, whether principal, interest or otherwise, as the same shall become due and payable, whether at maturity or by acceleration or otherwise, if such payment is not received by the Authority within seven (7) days after notice thereof by the Authority to the Grantor;

(b) Default in the due performance or observance of any Secured Covenant (including, without limitation, default in the payment of any amounts or in the performance of any covenants secured by any prior recorded deeds of trust) other than as described in clause (a) above, if not cured to the satisfaction of the Authority within fifteen (15) days after notice thereof by the Authority to the Grantor;

(c) Any representation or warranty by the Grantor in this Deed shall not be true or complete in any respect;

(d) Failure to satisfy, within 30 days after the notice thereof by the Authority to the Grantor, any of the terms and conditions which are set forth in the Mortgage Loan Commitment, and any amendments thereto, issued by the Authority for the financing of the Development and which prior to the date hereof have not been fully satisfied by the Grantor or have not waived in writing by the Authority; or

(e) If the Grantor shall be involved in financial difficulties as evidenced: (i) by an admission in writing of its inability to pay its debts generally as they become due; (ii) by filing a petition in bankruptcy or for the adoption of an arrangement under the National Bankruptcy Act (as now or in the future amended) or an admission seeking the relief therein provided; (iii) by making a general assignment for the benefit of creditors; (iv) by consenting to the appointment of a receiver or trustee for all or a substantial part of its assets or the Property or to the filing of a petition against it under said Bankruptcy Act; (v) by being adjudicated a bankrupt; (vi) by the entry of a court order appointing a receiver or trustee for all or a substantial part of the assets of the Grantor or approving as filed in good faith a petition filed against it under said Bankruptcy Act; (vii) by the assumption of custody or sequestration by a court of competent jurisdiction of all or substantially all of the assets of the Grantor; (viii) by an attachment for an amount in excess of \$25,000 on any substantial part of the assets of the Grantor which shall not be

discharged within thirty (30) days from the making thereof; or (ix) by a judgment or decree for the payment of money in excess of \$25,000 being entered against the Grantor or by an attachment, execution or levy upon any of the Grantor's assets unless the judgment, decree, attachment, execution or levy, as the case may be, is discharged or stayed within thirty (30) days from the date thereof or unless, in the case of a judgment or decree which is appealed within thirty (30) days of the date thereof, such judgment or decree is reversed on appeal.

(16) **Remedies on Default**

(a) **Acceleration** In the event of any default hereunder, then all of the Secured Indebtednesses shall, at the option of the Authority, become at once due and payable. No failure by the Authority to exercise such option shall be deemed or construed as a waiver of the right to exercise same in the event of any subsequent or continuing event of default

(b) **Sale** In the event of default hereunder, then at the request of the Authority the Trustees shall sell (and in the case of default of any purchaser, shall resell) the Property (together with any Collateral as directed by the Authority pursuant to paragraph 27(b) hereof) at auction for cash, unless the Authority and the Trustees shall agree upon other terms. Such sale shall be held, in the discretion of the Trustee, at the real property described in Exhibit A attached hereto or in front of the circuit court building (or at such other place as the Trustees may select) in the city or county in which such real property or the greater part thereof lies, or in the corporate limits of any city surrounded by or contiguous to such county, or in the case of annexed land, in the county of which the land was formerly a part. Such sale shall be made upon such other terms and conditions, in such parcels and at such times as the Trustees shall deem proper. Upon compliance with the terms of such sale, the Trustees shall convey the Property (together with any Collateral as directed by the Authority pursuant to Paragraph 27(b) hereof) in fee simple to and at the cost of the purchaser thereof (who shall not be required to see to the application of the purchase money) and to hold and apply the proceeds of such sale or sales in the manner provided by law and this Deed.

(c) **Entry and Receivership** In the event of any default hereunder and irrespective of whether the Authority accelerates the maturity of all indebtednesses secured hereby, the Authority may exercise the rights and remedies provided in paragraph A above. In addition, in the event of such default, the Trustees, upon the Authority's written demand to the Trustees, without notice may enter upon and take possession of the Property or any part thereof, and perform personally or by their agents any acts which the Trustees deem necessary or proper to operate, manage and conserve the Property and/or have a receiver appointed. In the event that the Trustees take possession of the Property hereunder, the Trustees shall have the same powers, rights, privileges, benefits and protection as are granted to the Authority under paragraphs A(2), (3) and (7) hereof, except as otherwise provided below in this subparagraph (c). The expenses (including but not limited to the Trustees' and receiver's fees, counsel fees, costs and agents' compensation) incurred pursuant to the powers herein contained shall be secured hereby. In the event that the Trustees take possession of the Property pursuant hereto, the Trustees shall, after payment of all their costs and expenses, pay to the Authority all rents and other income collected by the Trustees, and the Authority shall apply the same in accordance with the provisions of paragraph A(2) above. The right under this subparagraph (c) to enter and take possession of the Property and to manage and operate the same whether by a receiver or otherwise, shall be in addition to any other right or remedy hereunder or afforded by law, and may be exercised concurrently therewith or independently thereof.

(d) With respect to funds (including investments and earnings therefrom) and letters of credit which, by the terms of any agreement or instrument relating to the Development, are now or hereafter provided by the Grantor (or caused by the Grantor to be provided) or held by the Authority to secure or assure the payment of any Secured Indebtedness or the performance of any Secured Covenant, the Authority shall, in the event of default hereunder, have the right (in addition to all other rights and remedies hereunder or under the terms of any such agreement or instrument or otherwise available at law or in equity) at any time and from time to time to take one or more of the following actions: (i) to withdraw (and to direct the financial institution or any other holder of the funds to pay to the Authority) all or any part of such funds from their respective accounts; (ii) to sell or otherwise dispose of such investments; (iii) to draw on any and all letters of credit; (iv) to deposit and hold all or any part of such funds (including funds received from the sale or other disposition of such investments or from the draw or draws on such letters of credit) in an account or accounts of the Authority; and (v) to expend all or any part of such funds for the repayment of the Secured Indebtednesses or the performance of the Secured Covenants or for any one or more of the purposes for which such funds or letters of credit were provided or for any other purpose benefitting the Development or relating to its construction (if applicable) or operation. In the event of a sale under subparagraph (b), any such funds then remaining shall be applied to the Secured Indebtednesses.

(17) **Trustees' Expenses** If the Property or any part thereof or any Collateral is advertised for sale under the provisions of this Deed and is not sold, the Grantor will pay all reasonable costs, charges and attorneys' fees incurred by the Trustees or the Authority or both of them, relating to such advertisement and intended sale together with interest thereon at the rate then established under the Note, and the same shall become a part of the Secured Indebtednesses; provided, however, that the failure to make such sale shall not result from any negligence of the Trustees

(18) **Exhaustion of Security** The Authority may at its option exhaust any one or more of the securities hereunder either concurrently or independently, and in such order as it may determine

(19) **Delay** No delay by the Authority or the Trustees in exercising any right or remedy hereunder or otherwise afforded by law shall operate as a waiver thereof or preclude the exercise thereof during the continuance of any default hereunder

(20) **Authority's Right to Release** Without affecting the liability of any person (other than any person expressly released by the Authority), including without limitation, any one or more of the endorser and guarantors of any Secured Indebtednesses, and without affecting the validity of or the priority of the lien hereof upon any of the Property or the Collateral not released pursuant hereto, at any time and from time to time without notice to or the consent of others in interest

(a) The Authority may (i) release any person liable for payment of any Secured Indebtednesses, (ii) extend the time or agree to alter the terms of payment of any Secured Indebtednesses and (iii) accept additional security of any kind, and/or

(b) The Trustees, acting pursuant to the written directions of the Authority, may release any portion of the Property or the Collateral conveyed and assigned hereunder but no such release shall be of any effect unless it shall be in writing and duly signed by the Authority and the Trustees

(21) **Sales and Encumbrances Prohibited** Without the prior written consent of the Authority, the Grantor will not further encumber, nor suffer or permit the encumbrance of, all or any part of the Property, the Collateral, any other security hereunder or any interest in the Property, the Collateral or such security. Further, without such written consent of the Authority, the Grantor will not sell, assign, convey or transfer, nor suffer or permit any sale, assignment, conveyance or transfer of all or any part of any interest in the Property, the Collateral or any other security hereunder. Any permitted sale, conveyance, transfer or encumbrance shall be on such terms and conditions as the Authority shall prescribe

(22) **Environmental Covenants, Representations and Warranties** The Grantor represents and warrants (a) that the Property is not now being used nor, to the best of the Grantor's knowledge after due inquiry, has the Property ever been used for any activities involving, directly or indirectly, the use, production, processing, generation, treatment, storage, handling, transfer, release, discharge or disposal of any hazardous or toxic chemical, material, substance or waste, exposure to which is prohibited, limited or regulated by any governmental authority or poses a hazard to the health and safety of the occupants of the Property or surrounding properties or the public, including, without limitation, asbestos, urea formaldehyde, petroleum or its derivatives or by-products or other hydrocarbons (other than nominal amounts or any amounts necessary for the occupancy and operation of any existing dwelling units on the Property), polychlorinated biphenyls (PCB's), radioactive materials, explosives and any other substance for the clean-up of which the Grantor or any subsequent owner of the Property could be enjoined or subject to any damages, penalties, clean-up costs or other liabilities under the provisions of the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 (42 USC §9601 et seq.) or other federal, state or local laws, or ordinances and any rules and regulations, orders and directives promulgated thereunder; (b) that the Property does not contain and is not affected by and, to the best of the Grantor's knowledge after due inquiry, has not previously contained or been affected by (i) any such hazardous or toxic chemical, material, substance or waste, (ii) any underground storage tank (hereinafter referred to as "UST") or (iii) any landfill, land disposal, or other accumulation of solid waste (hereinafter referred to as "Solid Waste Disposal Site"); (c) that no authorization, consent, permit, license, exemption, filing or registration (except as the Grantor has disclosed to the Authority) is or will be required in order for the Grantor to perform its obligations to the Authority with respect to the Property and the Development; (d) that the Property complies with all laws, ordinances, rules, regulations and governmental orders and directives relating to public health, safety and protection of the environment; and (e) that there is no litigation, investigation or proceeding completed, pending or, to the best of the Grantor's knowledge, threatened against or affecting the Grantor or the Property in any court or before any governmental agency or authority or arbitration board which will or, if pending or threatened and adversely determined, would materially and adversely affect the Property or the construction or rehabilitation (as may be applicable), operation, use or occupancy of the Development, including without limitation any civil or criminal investigation or action brought under any law, ordinance, rule, regulation, or governmental order or directive relating to public health, safety or protection of the environment

The term "Hazardous Substance" as hereinafter used shall mean any hazardous or toxic chemical, material, substance or waste, exposure to which is now or hereafter prohibited, limited or regulated by any governmental authority or now or hereafter poses a hazard to the health and safety of the occupants of the Property or surrounding properties or the public, including without limitation, asbestos, urea formaldehyde, petroleum or its derivatives or by-products or other hydrocarbons (other than nominal amounts or any amounts necessary for the occupancy and operation of the Development), polychlorinated biphenyls (PCB's), radioactive materials, explosives and any other substance for the clean-up of which the Grantor or any subsequent owner of the Property could be enjoined or subject to any damages, penalties, clean-up costs or other liabilities under the provisions of the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. §9601 et seq.), or any other present or future federal, state or local laws, ordinances, or any present or future rules, regulations, or governmental orders or directives now or hereafter promulgated thereunder.

The Grantor hereby represents and warrants that it has not received and has no knowledge of any notice, citation, summons, order, judgment, complaint, warning, inquiry, claim, directive or demand investigating, alleging or finding any of the following: (i) the Grantor (or any prior owner of the Property) or the Property is not or may not be in compliance with any law, ordinance, rule, regulation or governmental order or directive relating to public health, safety or protection of the environment, (ii) there has been, or there is a threat of, a release, emission, discharge or disposal of a Hazardous Substance in, on, or under or in any way affecting the Property, (iii) the Property contains or is affected by, or may contain or may be affected by, any Hazardous Substance, UST or Solid

Waste Disposal Site, (iv) the Grantor is or may be responsible or liable, in whole or in part, for any response, removal, remedial action or clean-up of any Hazardous Substance, UST or Solid Waste Disposal Site, or (v) the Property is or may be subject to a lien for any liability, costs or damages for any response, removal, remedial action or clean-up of any Hazardous Substance, UST or Solid Waste Disposal Site. In the event that the Grantor shall receive any such notice, citation, summons, order, judgment, complaint, warning, inquiry, claim, directive or demand, the Grantor shall provide the Authority with a copy within five (5) days of the receipt thereof by the Grantor.

The Grantor shall comply with, and shall cause all tenants and licensees to comply with, all present and future laws, ordinances, rules, regulations and governmental orders and directives relating to public health, safety or protection of the environment. Without limiting the foregoing, the Grantor will not use, or permit the use of, the Property for any activity or purpose involving, directly or indirectly, the use, production, processing, generation, treatment, storage, handling, transfer, release, discharge or disposal of any Hazardous Substance and will not permit the Property to contain any UST or Solid Waste Disposal Site. The Grantor has obtained and shall obtain any and all licenses and permits required by such laws, ordinances, rules, regulations and governmental orders and directives and shall comply with all conditions and requirements of such licenses and permits and shall maintain same in full force and effect. The Grantor shall prevent the imposition of any liens or encumbrances against the Property for the costs of any response, removal, remedial action or clean-up of any Hazardous Substance, UST or Solid Waste Disposal Site, and, in the event that any such lien is placed against the Property, the Grantor shall within thirty (30) days thereafter cause such lien to be released. In the event that there has heretofore been or shall hereafter be, or there shall be any threat of, any release, emission, discharge or disposal of any Hazardous Substance in, on, or under or in any way affecting the Property or in the event that the Property shall contain or shall be affected by any Hazardous Substance, UST, or Solid Waste Disposal Site, the Grantor shall take all appropriate response action (including any removal and remedial action) required by then applicable laws, ordinances, rules, regulations and governmental orders and directives or required to comply with the representations, warranties and covenants herein, which response action shall be undertaken and performed to the satisfaction of the Authority; provided, however, that the Grantor shall not, without the prior consent of the Authority, take any such response action or enter into any settlement agreement, consent decree or other compromise which would adversely affect the value of the Property or the operation of the Development.

At any time and from time to time for good cause as determined by the Authority, the Grantor shall, within ninety (90) days after receipt of notice from the Authority, submit to the Authority, at the cost of the Grantor, a written report of site assessment and environmental audit in scope, form and substance and prepared by an independent, competent and qualified engineer, all satisfactory to the Authority, showing that (a) the engineer made all appropriate inquiry consistent with generally accepted engineering practice and procedure, (b) there has been no actual or threatened release, emission, discharge or disposal of any Hazardous Substance in, on, or under or in any way affecting the Property, (c) the Property does not contain and is not affected by any Hazardous Substance, UST, or Solid Waste Disposal Site, and (d) the Grantor and the Development are in compliance with all laws, ordinances, rules, regulations and governmental orders and directives relating to public health, safety and protection of the environment and with all representations, warranties and covenants herein. The Authority and its agents, attorneys, employees, consultants and contractors shall have the right, for good cause as determined by the Authority, to enter upon and inspect the Property and perform such tests (including without limitation subsurface testing, soils and groundwater testing, and other tests which may physically invade the Property and the Development) as the Authority, in its sole discretion, determines to be necessary or appropriate to protect its interest and to determine compliance with all laws, ordinances, rules, regulations and governmental orders and directives relating to public health, safety and protection of the environment and with the representations, warranties and covenants herein. The Grantor shall reimburse the Authority for the costs of such inspection and tests.

The Grantor shall indemnify and hold harmless the Authority, its commissioners, employees and agents and their successors and assigns from and against any and all claims, proceedings, lawsuits, liabilities, damages, losses, fines, penalties, judgments, awards, costs and expenses (including without limitation attorneys' fees, costs and expenses of investigation, and the costs of any clean up, response removal or other remedial action) which arise out of or relate in any way to the presence, use, production, processing, generation, treatment, storage, handling, transfer, release, discharge or disposal of any Hazardous Substance or the presence of any UST or Solid Waste Disposal Site in, on or under or any way affecting the Property. This obligation of the Grantor to indemnify and hold harmless shall remain in effect notwithstanding the exercise by the Authority of its rights and remedies (including, without limitation, any trustees' sale of the Development) under this Deed or the payment in full of the Secured Indebtedness and the release of this Deed.

The Authority shall have the right, in addition to all other rights and remedies provided herein or available at law or in equity, to enter upon the Property and to take such action as the Authority, in its discretion, deems necessary or appropriate to effect compliance with all applicable laws, ordinances, rules, regulations and governmental orders and directives relating to public health, safety and protection of the environment and with all representations, warranties and covenants herein, and in such event the Grantor shall reimburse the Authority for the costs and expenses incurred by the Authority to effect such compliance.

If any work required to be performed hereunder involves an expenditure, as estimated by the Authority, of more than 5% of the original principal amount of the Note, no such work shall be undertaken until plans and specifications, prepared by an architect or engineer satisfactory to the Authority, have been submitted to and approved by the Authority.

All amounts, together with interest thereon at the rate then established under the Note, owed by the Grantor to the Authority pursuant to the provisions hereof shall be due and payable immediately and without demand

(23) **Trustee Substitution.** The irrevocable power to appoint a substitute trustee or trustees hereunder is hereby expressly granted to the Authority, to be exercised at any time hereafter, without specifying any reason therefor by filing for record in the clerk's office where this Deed is recorded a deed of appointment. Said power of appointment of successor trustee or trustees may be exercised as often as and whenever the Authority deems advisable. The exercise of said power of appointment, no matter how often, shall not be an exhaustion thereof, and upon recording of such deed or deeds of appointment, the trustee or trustees so appointed shall thereupon, without further act or deed of conveyance, succeed to and become fully vested with identically the same title and estate in and to the Property and the Collateral hereby conveyed and with all the rights, powers, trusts and duties of their, his or its predecessor in the trusts hereunder, with like effect as if originally named as trustee or as one of the trustees hereunder

(24) **Notice.** Any notice required by this Deed of Trust shall be made in writing by hand delivery (whether personally or by courier or other delivery service), by electronic or facsimile transmission, or by certified mail, return receipt requested, addressed to the last known address or place of business of the recipient as shown in the records of the party giving such notice and shall be considered to be given when received at such address or place of business or, in the case of certified mail, three (3) days after the date of mailing. Unless required by law, notice of the exercise of any option granted to the Authority herein or in the Note need not be given, and the Grantor hereby waives, to the extent permitted by law, any notice of the election of the Authority to exercise any such option.

(25) **Remedies Cumulative.** No remedy herein contained or conferred upon the Authority or the Trustees is intended to be exclusive of any other remedy or remedies afforded by law or by the terms hereof to the Authority or the Trustees, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity

(26) **Successors, Assigns, Gender, Number.** The covenants and agreements herein contained shall bind, and the benefits and advantages shall inure to the respective heirs, executors, administrators, successors and assigns of the parties hereto. Wherever used, the singular number shall include the plural, and the plural the singular, and the use of any gender shall be applicable to all genders

(27) **Security Agreement**

(a) This Deed shall constitute a security agreement under the Uniform Commercial Code creating a security interest in the fixtures and personal property (including, without limitation, the Collateral) described herein for the benefit of the Authority as the secured party. The recordation of this Deed among the land records of the locality in which the real property described in Exhibit A attached hereto is located shall constitute a fixture filing under Revised Article 9 of the Virginia Uniform Commercial Code as currently set forth in Title 8.9A of the Code of Virginia.

(b) In the event of default hereunder, the Authority may, at its sole election, proceed to enforce with respect to such fixtures and personal property (including, without limitation, the Collateral) any one or more of the rights and remedies (i) as provided in this Deed by directing the Trustee to sell all or any portion of such fixtures and personal property (including, without limitation, the Collateral) in accordance with Paragraph 16(b) hereof, (ii) as provided in any agreement or instrument relating to the Development, (iii) as provided by Revised Article 9 of the Virginia Uniform Commercial Code as currently set forth in Title 8.9A of the Code of Virginia and as may be amended from time to time, or (iv) as otherwise available in law or at equity.

(c) The Grantor and any other person who may now or hereafter be bound by this Deed or may hereafter acquire any of the fixtures or personal property (including, without limitation, the Collateral) that continues to be subject to the security interest under this Deed do hereby authorize the Authority to file, from time to time and without any signature or any further act by the Grantor or any such persons, (i) financing statements covering the fixtures and personal property (including, without limitation, the Collateral) described herein and any proceeds thereof and (ii) continuation statements of, and any amendments to, such financing statements, except amendments that add (A) collateral not subject to the security interest under this Deed as of the date of filing of such amendment and (B) debtors not bound by this Deed as of the date of filing of such amendments.

(d) Grantor hereby covenants to take, or to cause to be taken, such action as the Authority may require to create a perfected security interest, or to attain priority thereof, in any of the fixtures or personal property described herein. Such action may include, without limitation, providing control to the Authority of investment property, deposit accounts, electronic chattel paper, and letter-of-credit rights and transferring to the Authority possession of tangible chattel paper, negotiable document, money and instruments

(e) The Grantor further agrees that it shall not, without the prior written consent of the Authority, make any change in the name or type of business entity (if any) of the Grantor or make any change of the Grantor's location (as determined by the Authority in accordance with Revised Article 9 of the Virginia Uniform Commercial Code as currently set forth in Title 8.9A of the Code of Virginia and as may be amended from time to time) to another state; provided, however, that such consent shall be granted by the Authority if, prior to any such

change, a financing statement or statements shall be filed in the form, manner, and filing office required by the Authority.

(28) **Non-recourse Debt (No Personal Liability for Secured Indebtednesses).** Anything herein or in any other instrument referenced herein to the contrary notwithstanding, the Grantor and any principal, agent or partner of the Grantor, whether disclosed or undisclosed, shall not be personally liable for the Secured Indebtednesses, including without limitation any deficiency between the Secured Indebtednesses and the proceeds applied thereto by the Authority from the sale of the Property and any other security hereunder; and no personal judgment will be sought against the Grantor or any principal, agent or partner of the Grantor, whether disclosed or undisclosed, for payment of the Secured Indebtednesses or such deficiency; provided, however, that nothing contained in this paragraph shall impair the validity of any of the provisions hereof or the exercise of any of the remedies hereunder as to the Property and other collateral herein described.

The following rider or riders, if checked in the applicable box indicated below, are attached to and recorded with the Deed of Trust. Such rider or riders (if any) are made a part hereof and incorporated herein and shall supplement and amend the provisions hereof.

{ } Cross-Default and Cross-Collateralization Rider to Deed of Trust  
{ }

The headings herein are inserted only for convenience of reference and in no way define, limit or describe the scope or intent of this Deed, or of any particular provision thereof, or the proper construction thereof.

Upon the payment of all Secured Indebtednesses and upon the performance of all Secured Covenants, the Grantor covenants to pay the expenses of releasing this Deed.

WITNESS the following signature(s):

(Grantor)

Yorktown-Yorktown Square II, LLC  
a Virginia Limited Liability Company  
By Yorktown Square Apartments II, Inc.  
its Managing Member

By: *James A. Pritchett*

Its: *Vice President*

STATE OF VIRGINIA

City of Richmond to-wit:

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of December, 2006, by James A. Pritchett, Vice President on behalf of Yorktown-Yorktown Square II, LLC, a Virginia Limited Liability Company By: Yorktown Square Apartments II, Inc., Its Managing Member

*Suzanne F. McCulloch*  
Rotary Public  
formerly commissioned  
as *Suzanne F. P.*

My commission expires: 5/31/08

000000138

EXHIBIT A

Property Description:



000000139

**EXHIBIT A  
PROPERTY DESCRIPTION**

ALL that certain parcel of land, with the improvements thereon and the appurtenances thereto belonging, lying and being in Nelson District, York County, Virginia, shown and designated as Parcel "A" containing 5 0006 acres, more or less, on the plat of survey made by Simmons Newsome, P.C., Surveyors Planners, dated November 12, 2004 and last revised February 8, 2007, entitled "ALTA-ACSM SURVEY SHOWING PROPERTY STANDING IN THE NAME OF YORKTOWN-YORKTOWN SQUARE LLC PARCEL "A" 5.0006 ACRES", and more particularly described as follows:

BEGINNING at an iron rod set (IRS) on the northerly right of way of Barham Boulevard at the southeast corner of Parcel "A" of Yorktown Square I, said point being 440 43' east of the intersection of the rights-of-way of Leigh Road and Barham Boulevard, thence proceeding N 06 deg 18' 42" E a distance of 732 11' to an iron rod found (IRF) on the southerly boundary of the National Park Service, thence continuing along the boundary of the National Park Service S 58 deg 32' 02" E a distance of 376.23' to an iron rod found (IRF) at the northwest corner of Parcel "A" of Rivermeade, thence continuing S 06 deg 19' 33" W a distance of 543 78' to an iron rod set (IRS) on the northerly right-of-way line of Barham Boulevard, thence continuing N 89 deg 56' 44" W a distance of 138 53' to an iron rod set (IRS), thence continuing N 87 deg 26' 45" W a distance of 203 15' to the aforesaid point of beginning

Said parcel containing 5 0006 acres.

Being bounded as follows:

On the north by the United States of America National Park Service; on the east by Parcel "A" of Rivermeade Apartments; on the south by Barham Boulevard; and, on the west by Parcel "A" of Yorktown Square I and Parcel "C" of Yorktown Square II.

ALL that certain parcel of land, with the improvements thereon and the appurtenances thereto belonging, lying and being in Nelson District, York County, Virginia, shown and designated as Parcel "C" containing 1.3692 acres, more or less, on the plat of survey made by Simmons Newsome, P.C., Surveyors Planners, dated November 12, 2004 and last revised February 8, 2007, entitled "ALTA-ACSM SURVEY SHOWING PROPERTY STANDING IN THE NAME OF YORKTOWN-YORKTOWN SQUARE LLC PARCEL "C" 1.3692 ACRES", and more particularly described as follows:

BEGINNING at an iron rod found (IRF) at the northwest corner of Parcel "A" of Yorktown Square II on the southerly boundary of the National Park Service property, said point being N 06 deg 18' 42" E a distance of 732 11' from the right-of-way of Barham Boulevard, thence proceeding S 06 deg 18' 42" W a distance of 95 66' to an iron rod set (IRS) at the northeast corner of Parcel "A" of Yorktown Square I, thence continuing N 83 deg 40' 41" W a distance of 150 41' to an iron rod set (IRS), thence continuing

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N 14 deg 28' 59" W a distance of 475.26' to a National Park Service concrete monument found (CMF), thence continuing along the southerly boundary of the National Park Service S 58 deg 02' 47" E a distance of 48.00' to an iron rod set (IRS), thence continuing S 41 deg 04' 18" E a distance of 255.88' to a National Park Service concrete monument found (CMF), thence continuing S 22 deg 19' 36" E a distance of 173.95' to a National Park Service concrete monument found (CMF), thence continuing S 58 deg 02' 32" E a distance of 4.63' to the aforesaid point of beginning.

Said parcel containing 1.3692 acres.

Being bounded as follows:

On the north by the United States of America National Park Service; on the east by Parcel "A" of Yorktown Square II; on the south by Parcel "A" of Yorktown Square I; and, on the west by Parcel "A" of Yorktown Square I, Lots 13 through 18 of Hickory Hill Section "A".

BEING the same property conveyed to Yorktown-Yorktown Square II, LLC, a Virginia limited liability company, by Deed of Correction and Confirmation from Yorktown Square II Limited Partnership, a Virginia limited partnership, dated June 10, 2005 and recorded June 17, 2005, in the Clerk's Office, Circuit Court, York County, Virginia, in Instrument No. 050014583, to correct the property description of the property conveyed by the Deed of Assumption dated May 24, 2005 and recorded June 10, 2005, in the Clerk's Office, Circuit Court, York County, Virginia in Instrument No. 050013715. BEING a portion of the same property conveyed to Yorktown Square II Limited Partnership, a Virginia limited partnership, by Deed from Environmental Developers, Inc., dated July 25, 1978 and recorded August 8, 1978, in the Clerk's Office, Circuit Court, York County, Virginia, in Deed Book 317, page 146

Virginia: County of York to-wit  
In the Clerk's Office of the York County - Poquoson  
Circuit Court, the 12th day of Mar, 20 07  
This deed was presented with the certificate annexed  
and admitted to record at 3:50 o'clock PM  
Teste: Lynn S. Jenkins, Clerk  
by Audrey M. [Signature] D.C.

COMMONWEALTH OF VIRGINIA



(114:3-005 4/06)

BUSINESS FORMS SPECIALTY, INC (757) 827-9575

OFFICIAL RECEIPT  
YORK COUNTY - POQUOSON CIRCUIT COURT  
DEED RECEIPT

DATE: 03/13/07 TIME: 08:37:22 ACCOUNT: 199CLR070005626 RECEIPT: 07000007739  
CASHIER: AHC REG: YK52 TYPE: DOT PAYMENT: FULL PAYMENT  
INSTRUMENT : 070005626 BOOK: PAGE: RECORDED: 03/12/07 AT 15:50  
GRANTOR: YORKTOWN-YORKTOWN SQUARE II LLC EX: N LOC: CC  
GRANTEE: MCKELLAR, J JUDSON, JR TR EX: N PET: 100%

AND ADDRESS :  
RECEIVED OF : RANAWHA LAND TITLE DATE OF DEED: 03/08/07

CHECK: \$1,872.67 1471  
DESCRIPTION 1: 5.0006 AC PROP OF YORKTOWN-YORKTOWN SQUARE PAGES: 15  
2: LLC NAMES: 0

CONSIDERATION: 543,000.00 A/VAL: .00 MAP: PIN: 0118-4136-2616

301 DEEDS	28.50	145	VSLF	1.50
039 DEEDS & CONTRACTS	1,370.00	213	COUNTY GRANTEE TAX	456.67
106 TECHNOLOGY TRST FND	5.00	036	DEED PROCESSING FEE	10.00
035 VOF FEE	1.00			

TENDERED : 1,872.67  
AMOUNT PAID: 1,872.67  
CHANGE AMT : .00

CLERK OF COURT: LYNN S. JENKINS

VIRGINIA HOUSING DEVELOPMENT AUTHORITY

DEED OF TRUST NOTE

HOUSING FUND LOAN PROGRAM  
MULTI-FAMILY HOUSING DEVELOPMENT  
PERMANENT FINANCING

Richmond, Virginia

MARCH 8, 2007

FOR VALUE RECEIVED, the undersigned Yorktown-Yorktown Square II, LLC (herein called the "Mortgagor"), promises to pay to the order of the VIRGINIA HOUSING DEVELOPMENT AUTHORITY, a political subdivision of the Commonwealth of Virginia (herein called the "Authority"), the principal sum of Five Hundred Forty-Eight Thousand Dollars and Zero Cents (\$548,000.00) with interest commencing on the date hereof on such amount of said principal sum as shall be from time to time outstanding, at the rate hereinafter set forth computed on the basis of a 360 day year, such principal and interest being payable at the principal office and place of business of the Authority, 601 South Belvidere Street, Richmond, Virginia, 23220, or such other place as the holder hereof ("Noteholder") may designate in writing, in lawful money of the United States representing legal tender in payment of all debts and dues, public and private, at the time of payment, as follows:

A. Payment Terms (Fully Amortizing Loan). Interest shall be payable at the rate of Four and Five Tenths percent (4.50%) per annum. The first payment of principal and interest on the Mortgage Loan shall be due on the first day of the second month following the month in which the Deed of Trust is executed; provided, however, that if the Deed of Trust is executed on the first day of any month, such first payment shall be due on the first day of the next succeeding month. The Mortgage Loan shall be payable on level annuity basis by Three Hundred Sixty (360) equal payments of principal and interest in such amount as shall be established by the Authority. The maturity and final payment date of the Mortgage Loan shall be Twenty-Nine (29) years and Eleven (11) months following the due date of the first payment of principal and interest. Each of said monthly payments shall be applied first to accrued interest and any remainder to the reduction of the unpaid principal balance; provided, however, that in the event any one or more monthly payments of principal and interest shall not be unpaid in full when due, any payment thereafter made by the Mortgagor shall, at the option of the Noteholder, be applied to such unpaid monthly payments in the order in which such unpaid monthly payments became due and payable; provided, further, that any partial payment of any monthly payment of principal and interest shall, at the option of the Noteholder, be held without interest in an account of the Noteholder pending receipt of the balance of such monthly payment and, upon receipt of such balance, shall be applied to said monthly payment.

B. Purpose of Loan. The loan evidenced by this Note is being made to finance the ownership and operation of a certain multi-family housing development (herein referred to as the "Development") located or to be located on the real property described in Section G hereof.

C. Late Charge. In the event that any payment due hereunder or any monthly payment of escrow deposits or other sums due under the Deed of Trust (hereinafter described) shall become due for a period in excess of fifteen (15) days, then, in addition to all other remedies of the Noteholder hereunder, a "late charge" of five cents (\$ 05) for each dollar so overdue shall, at the option of the Noteholder, be immediately due and payable; and, notwithstanding anything herein or in the Deed of Trust hereinafter described to the contrary, any payment thereafter made by the Mortgagor to the Noteholder shall be applied to such late charge or charges prior to unpaid interest and principal then due and payable. During any period in which any interest payable hereunder shall not have been paid in full within four (4) calendar months after the date on which such interest is due, all unpaid interest shall, at the option of the Noteholder and in addition to all other remedies of the Noteholder hereunder, accrue interest at the rate per annum hereunder, compounded monthly on the first day of each month during such period. Furthermore, interest at the rate per annum hereunder, compounded monthly on the first day of each month, shall be payable on the entire principal balance and all accrued interest owing hereunder from and after an acceleration of the entire indebtedness pursuant to the provisions of Section D of this Note.

D. Acceleration. Upon the failure of the Mortgagor to make any payment or perform or observe any covenant under this Note or upon the occurrence of any event of default under the Deed of Trust hereafter described securing this Note, the entire unpaid principal hereof, together with all accrued interest thereon, shall, at the option of the Noteholder following notice and expiration of the applicable time period thereafter as specified in paragraph (15) in the Deed of Trust, become at once due and payable (and no failure by the Noteholder to exercise such option shall be deemed or construed as a waiver of the right to exercise the same in the event of any subsequent or continuing default or breach).

E. Waivers. The Mortgagor, and any and all endorsers, sureties, guarantors and assumers hereof (each a "Party" and collectively the "Parties" hereto), hereby jointly and severally waive presentment, demand, protest, notices of dishonor and of protest, the benefits of homestead, and all other waivable exemptions, and all defenses and pleas on the ground of any extension(s) of the time of payment or of the due dates of this Note, in whole or in part, before or after maturity, with or without notice, it being further agreed by all Parties that they will pay any collection expense, court costs, and reasonable attorneys' fees which may be incurred in the collection or enforcement of this Note or any part hereof.

F. Prepayment. The Mortgagor covenants not to pay the debt evidenced by this Note or any part thereof prior to or in advance of the payment schedule described in Section A hereof without the prior written approval of the Authority.

G. Security This Note is secured by a Deed of Trust of even date herewith conveying real property and other security, which real property is briefly described as Parcel 'A' containing 5.0006 A and Parcel C containing 1.3692 A. on Barham Boulevard, Nelson District located in the County of York, Virginia, and more fully described in said Deed of Trust in which the Trustees are J. Judson McKellar, Jr. of Henrico County, Virginia, and Donald L. Ritenour of Henrico County, Virginia, one of whom has countersigned this Note solely for the purpose of identifying the same as being secured by said Deed of Trust

H. Non-Recourse (Financing Without Personal Liability). Anything herein or in any other instrument referenced herein to the contrary notwithstanding, the Mortgagor and any principal, agent or partner of the Mortgagor, whether disclosed or undisclosed, shall not be personally liable for the payment of any sums due hereunder or secured under the hereinabove referenced Deed of Trust, including without limitation, any deficiency between such sums and the proceeds applied thereto by the Authority from the sale of the real property identified in Section G hereof and any other collateral; and no personal judgment will be sought against the Mortgagor or any principal, agent or partner of the Mortgagor, whether disclosed or undisclosed, for payment of any such sums or such deficiency; provided, however, that nothing contained in this Section shall impair the validity of any of the provisions of the hereinabove referenced Deed of Trust or the exercise of any of the remedies thereunder as to the hereinabove identified real property and other collateral therein described.

WITNESS the following signature and seal.

(Mortgagor)

Yorktown-Yorktown Square II, LLC  
a Virginia Limited Liability Company  
By Yorktown Square Apartments II, Inc.  
Its Managing Member

By:  
Its:

*[Signature]*  
*[Signature]*

COUNTERSIGNATURE OF ONE TRUSTEE  
FOR IDENTIFICATION ONLY

\_\_\_\_\_  
TRUSTEE





COMMUNITY  
HOUSING PARTNERS

## Deferred Developer Fee Commitment

April 30, 2025

Yorktown RM Rehab Apartments, LLC  
448 Depot Street NE  
Christiansburg, VA 24073

Re: Commitment of Deferred Developer Fee

To Whom It May Concern:

Please be aware that Community Housing Partners Corporation is acting as Developer for the above-named project. As such, we agree to defer \$991,336.00 of our Developer Fee ("Deferred Developer's Fee") as a loan from the Developer (Community Housing Partners Corporation), which shall be evidenced by a deferred fee note including the terms and conditions described below:

<b>Amount</b>	\$991,336
<b>Term</b>	13 Years
<b>Priority of Lien</b>	N/A
<b>Amortization</b>	N/A
<b>Interest Rate</b>	AFR
<b>Payment Rate</b>	As Available from Cash Flow

Sincerely,

Andrew S. Davenport

Vice President

Community Housing Partners  
www.CommunityHousingPartners.org

4915 Radford Avenue, Suite 300, Richmond, VA 23230 | (804) 343-7201, TTY: 711, fax: (804) 343-7208



## PROMISSORY NOTE

Principal Sum: \$991,336.00

Date: \_\_\_\_\_, 20\_\_

For value received, the undersigned, **YORKTOWN RM REHAB APARTMENTS, LLC**, a Virginia limited liability company, with its office located at 448 Depot Street, Christiansburg, Virginia 24073 (the "Borrower"), hereby promises to pay to the order of Community Housing Partners Corporation, a Virginia nonstock corporation, with its office located at 448 Depot Street, Christiansburg, Virginia 24073 (the "Lender"), the principal sum of **Nine Hundred Ninety-One Thousand Three Hundred Thirty-Six and 00/100 Dollars (\$991,336.00)** (the "Loan").

This Loan is made in connection with a low-income housing project known as Yorktown RM Rehab Apartments located in the County of York, Virginia (the "Property").

1. Interest Rate: This Promissory Note (the "Note") shall bear interest at an annual interest rate, compounded annually, equal to the applicable Federal long-term rate (AFR), as defined in Section 1274(d) of the Internal Revenue Code of 1986, as amended, for thirteen (13) years, due upon maturity.
2. Payments: No payments of principal or interest shall be due prior to maturity, except as otherwise set forth herein. Principal and interest shall be payable only with Net Cash Flow (as defined in the Borrower's Amended and Restated Operating Agreement dated as of \_\_\_\_\_ (the "Operating Agreement")) of the Borrower in the priority set forth in Section \_\_\_\_ of the Operating Agreement. Prior to default, all payments, if any, received under this Note shall be applied to the reduction of principal. After default, all payments received by Lender in connection with this Note shall be applied as follows: first to the repayment of any sums advanced by the Lender to protect the Property as otherwise described in this Note; second, to the payment of the Lender's attorney fees and other expenses as provided for in this Note; third, to the payment of interest; and fourth, to the reduction of principal.
3. Term / Maturity Date: Unless earlier payable in accordance with this Note or any other document executed in connection herewith, the entire unpaid principal balance shall be due and payable in full thirteen (13) years from Final Closing (as defined in the Operating Agreement).
4. Method and Place of Payment: All payments of interest and principal, and all reimbursements (including repayments), shall be payable in lawful money of the United States of America to the Lender at its place of business located at 448 Depot Street, Christiansburg, Virginia, 24073 or at such other place as the Lender may designate in writing.
5. Prepayment: The Borrower shall have the right to prepay all or any portion of the outstanding principal balance of this Note at any time. No prepayment premium will be charged.
6. Default / Acceleration: At the option of the Lender, this Note, and the indebtedness evidenced hereby may be declared immediately due and payable, as set forth in Section 7 below, and notwithstanding any prior waiver of any breach or default, or other indulgence, upon the occurrence at any time of any one or more of the following events:



- a. Default in making any payment of principal, or any other charges due hereunder continuing uncured beyond ten (10) days from the date the Lender gives written notice to the Borrower of such default;
- b. Any other violations, breach, or default of or under this Note, or any other agreement now or hereafter recorded in the County of York, Virginia Land Records and executed in connection with this Note or evidencing or securing any obligation of the Borrower to the Lender, now existing or hereinafter arising in connection with this Note and continuing uncured beyond the applicable grace period, or, if no grace period is specified, beyond thirty (30) days from the date the Lender gives written notice to the Borrower specifying the breach, violation, or default;
- c. In the event any representation or warranty made by the Borrower in connection with this Note shall, when made, have been materially false or misleading;
- d. In the event any mortgage, deed of trust, security agreement, or other document executed in connection herewith, shall cease to provide the Lender with the lien, security interest, rights, titles, remedies, powers, or privileges intended to be created by the terms hereof or the applicability thereof; or
- e. In the event any part of the obligation of this Note or any document executed in connection herewith shall be disaffirmed by the Borrower.

7. Remedies Upon Default: Upon any default by the Borrower, the Lender:

- a. May declare the indebtedness evidenced by this Note immediately due and payable;
- b. May pursue any and all remedies provided for hereunder, or any and all remedies provided at law, or in equity.

The Lender's remedies set forth above are not exclusive of any other available remedy or remedies, but each remedy shall be cumulative and shall be in addition to any other remedy given by this Note, and any document executed in connection herewith, at law, in equity, or by statute, whether now existing or hereafter arising. The exercise of any remedy or remedies shall not be an election of remedies. The remedies and rights of the Lender may be exercised concurrently, in combination, or in any order that the Lender deems appropriate. Failure to exercise any right hereunder shall not constitute a waiver of the right to exercise the same at any other time.

\_\_\_\_\_ and \_\_\_\_\_, the investor members of the Borrower and their affiliates, successors and/or assigns (the "Investor Members"), shall have the right, but not the obligation, to cure any default on behalf of Borrower under the same terms as those provided to the Borrower, and the Lender shall accept such cure as if such cure were made by the Borrower.

Notwithstanding anything to the contrary contained herein, in no event shall the Lender declare a default or event of default nor execute any remedy upon the occurrence of any monetary or non-monetary event of default under the Loan for the duration of the "Compliance Period", as that term is defined in Section 42 of the Internal Revenue Code.

8. Payment of Costs of Collection: The Borrower further agrees that if this Note is placed in the hands of an attorney for collection or enforcement, or if the debt or obligations of the Borrower, or any part thereof, is collected or enforced by an attorney through foreclosure or by legal proceedings of any kind, reasonable attorney fees and all costs and expenses incident upon such collection for enforcement shall be added to the amount due upon this Note and be collectible as part hereof. The Borrower agrees that the award of reasonable attorney fees may exceed 2% of the total principal interest and costs due under this Note.

9. Governing Law: This Note is to be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

10. Assignment: Lender may freely transfer or assign to any entity any or all of its rights under this Note. Except with the prior written consent of Lender, which shall not be unreasonably withheld, the Borrower may not assign its rights and obligations under this Note to any other entity. Notwithstanding any other provision of this Note or any related document, the Lender agrees that it shall not unreasonably withhold its consent to any sale of the Property, or other conveyance or assignment of all or part of the Borrower's rights and obligations under this Note, for the purpose of providing affordable housing. Any such sale or conveyance may not be permitted if the resulting total aggregate amount of any liens against the Property would be more than the appraised value of the Property at or about the time of sale or other conveyance, it being the intention of the Lender and the Borrower to protect Lender's secured equity. Lender must approve appraiser.

11. Notices. All notices required or permitted hereunder shall be in writing and delivered personally or made by addressing the same to the party to whom directed at the following addresses by registered or certified mail, return receipt requested, or by hand delivery:

If to the Borrower	YORKTOWN RM REHAB APARTMENTS, LLC c/o Community Housing Partners Corporation 448 Depot Street NE Christiansburg, Virginia 24073 Attention: Jeffrey K. Reed
--------------------	--

With a copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With a copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**[SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, the Borrower has caused this Note to be executed by its duly authorized agent on this the day and year first above written.

YORKTOWN RM REHAB APARTMENTS, LLC,  
a Virginia limited liability company

By: CHP Yorktown RM Rehab Apartments, LLC,  
a Virginia limited liability company,  
its Managing Member

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

By: \_\_\_\_\_ (SEAL)  
Name: Andrew Davenport  
Title: Vice President

COMMONWEALTH OF VIRGINIA    )  
  )  
CITY/COUNTY OF \_\_\_\_\_    )    TO-WIT:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Andrew Davenport, as Vice President of Community Housing Partners Corporation, a Virginia nonprofit corporation, the managing member of CHP Yorktown RM Rehab Apartments, LLC, a Virginia limited liability company, the managing member of Yorktown RM Rehab Apartments, LLC, a Virginia limited liability company, on behalf of the company.

My Commission Expires: \_\_\_\_\_  
Registration Number: \_\_\_\_\_

\_\_\_\_\_  
Notary Public





COMMUNITY  
HOUSING PARTNERS

## Seller's Financing Commitment

Community Housing Partners

4915 Radford Avenue, Suite 300, Richmond, VA 23230 | (804) 343-7201, TTY: 711, fax: (804) 343-7208 | www.CommunityHousingPartners.org



April 30, 2025

Yorktown RM Rehab Apartments, LLC  
448 Depot Street NE  
Christiansburg, VA 24073

Re: **Seller's Financing Commitment**

To Whom It May Concern:

Please be aware that YORKTOWN-YORKTOWN SQUARE II, YORKTOWN-RIVERMEADE APARTMENTS, INC AND YORKTOWN-RIVERMEADE APARTMENTS II, INC. (collectively the Seller) has entered into an agreement to sell Yorktown Square II, Yorktown Rivermeade Apartments, and Yorktown Rivermeade Apartments II (collectively the Property), with Yorktown RM Rehab Apartments, LLC (the Buyer). The Seller commits a loan to the Buyer for the purchase of the Property under the terms and conditions described below:

<b>Amount</b>	\$7,076,663
<b>Term</b>	40 Years
<b>Priority of Lien</b>	10
<b>Amortization</b>	40 years
<b>Interest Rate</b>	2.50%
<b>Payment Rate</b>	As Available from Cash Flow

Sincerely,

Jeffrey K. Reed  
President



**FY 2024 CAPITAL MAGNET FUND  
ASSISTANCE AGREEMENT**

<b>Recipient:</b> Community Housing Partners Corp	<b>Capital Magnet Fund Award Number:</b> 241CM066058 <b>Unique Entity Identifier (UEI):</b> K69NKG4K7KK6 <b>Employer Identification Number (EIN):</b> 54-1023025
<b>Address:</b> 448 Depot St. NE, Christiansburg, VA 24073, USA	
<b>Applicable Program:</b> Capital Magnet Fund <b>CFDA Number:</b> 21.011 <b>Date of Applicable NOFA:</b> February 15, 2024	<b>Announcement Date:</b> October 23, 2024
<p>By signing this Assistance Agreement and in consideration of the mutual covenants, conditions, and agreements hereinafter set forth, the parties hereto, by their respective Authorized Representatives, agree to the following: (i) the CMF Award hereunder shall be administered pursuant to the General Award Terms and Conditions, attached hereto as Schedule 2 and made a material part hereof; and (ii) the CMF Award shall be further subject to the provisions, terms, conditions, requirements, certifications and representations set forth in all such additional schedules as are indicated by the Checklist of Schedules, below, which are attached hereto and constitute a material part hereof.</p> <p>In witness whereof, the parties hereto do hereby execute and enter into this Assistance Agreement.</p>	
<b>Community Development Financial Institutions Fund</b>  By: <input checked="" type="checkbox"/>	<b>Community Housing Partners Corp</b>  By: <input checked="" type="checkbox"/>
Digitally Signed by Andrew Schlack on 1/17/2025 10:12:47 AM Authorized Representative: Andrew Schlack Title: Program Manager	Digitally Signed by Lance Sutherland on 1/6/2025 11:35:48 AM Authorized Representative: Lance Sutherland Title: Chief Financial Officer

<b>Effective Date:</b> 01/17/2025
<b>Recipient Information</b>
<b>Entity Type:</b> Housing Organization
<b>Organization Structure:</b> Non-Profit
<b>Eligibility Status:</b> Nonprofit Organization
<b>Consortium Approach (Yes/No):</b> No
<b>Names of Consortium Members:</b>
<b>CMF Award</b>
<b>Total Grant:</b> \$9,000,000
<b>Lump Sum Payment Amount:</b> \$9,000,000
<b>Initial Payment Amount:</b> Not Applicable
<b>Subsequent Payment Amount:</b> Not Applicable



# COMMUNITY HOUSING PARTNERS

Community Housing Partners

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



## Capital Magnet Fund Loan Commitment

April 30, 2025

Yorktown RM Rehab Apartments, LLC  
448 Depot Street  
Christiansburg, VA 24073

**Re:** **Commitment for Yorktown RM Rehab Apartments**  
**100 Townley Ct, Yorktown, VA 23690**

To Whom It May Concern:

Community Housing Partners Corporation has committed \$1,500,000 of its Capital Magnet Fund (CMF) award from the U.S. Department of the Treasury's Community Development Financial Institutions Fund for permanent financing associated with the rehabilitation of the Yorktown RM Rehab Apartments project. The terms of the loan are as follows:

<b>Amount</b>	\$1,500,000	
<b>Term</b>	40 Years	
<b>Priority of Lien</b>	N/A	
<b>Amortization</b>	N/A	
<b>Interest Rate</b>	2.50% Compounded annually	
<b>Payment</b>	From available net cash flow, balance upon maturity	
<b>Units by Maximum AMI</b>	140	60% or lower
	140	Total

The following requirements also accompany this funding commitment:

- Project completion must occur before January 17, 2030;
- The CMF Program Award can be used to pay for Eligible Project Costs only as defined in the CMF Award Recipient's Assistance Agreement, which includes leveraged costs. Such costs must be consistent with 12 C.F.R. §1807.500 and are further limited by the following:
  - (a) No costs attributable to Direct Administrative Expenses;



- (b) No costs attributable to prohibited uses as identified in 12 C.F.R. § 1807.302(a) and § 1807.302(b);
- (c) Notwithstanding the foregoing noted above, costs are deemed Eligible Project Costs only if they are expenses that are reasonable, necessary, and non-luxury, and are related to the Development, Preservation, Rehabilitation and/or Purchase of Affordable Housing.

Sincerely,

*R. Lance Sutherland*

Lance Sutherland  
Chief Financial Officer





COMMUNITY  
HOUSING PARTNERS

## Interim Income Commitment

Community Housing Partners

4915 Radford Avenue, Suite 300, Richmond, VA 23230 | (804) 343-7201, TTY: 711, fax: (804) 343-7208 | [www.CommunityHousingPartners.org](http://www.CommunityHousingPartners.org)



April 30, 2025

Yorktown RM Rehab Apartments, LLC  
448 Depot Street NE  
Christiansburg, VA 24073

Re: Commitment of Interim Income

To Whom It May Concern:

Yorktown RM Rehab Apartments, LLC commits that it will provide Eight Hundred Seventeen Thousand One Hundred Sixty-Seven Dollars (\$817,167.00) from the operations of the property for the rehabilitation of Yorktown RM Rehab Apartments.

Sincerely,

Andrew S. Davenport  
Vice President

# Tab U:

Acknowledgement by Tenant of the availability of Renter  
Education provided by Virginia Housing



PROPERTY  
MANAGEMENT

## Virginia Renters Education Acknowledgement

Community Housing Partners

448 Depot Street NE, Christiansburg, VA 24073 | (540) 382-2002, TTY: 711, fax: (540) 382-1935 | [www.CommunityHousingPartners.org](http://www.CommunityHousingPartners.org)

Today's Date:

Unit Address:

Unit#:

- ☐ I, <<TenantFirstLast>> chose to opt out of receiving a printed copy of "How to be a Successful Renter" handbook at the time of my lease signing. I further acknowledge and agree that I will review the handbook at the following web address on my own.

<https://www.virginiahousing.com/-/media/project/vhcomtenant/virginiahousingsite/renters/renterhandbook.pdf>

- ☐ I, <<TenantFirstLast>> acknowledge, by my signature below that I was given a printed copy of "How to be a Successful Renter" handbook at the time of my lease signing.

<<TenantFirstLast>>  
Head of Household

Signature of Resident

Date



*We are an equal housing opportunity provider. We do not discriminate on the basis of race, color, sex, national origin, religion, disability or familial status (having children under age 18), or any other legally protected characteristic. We do not interfere, threaten, or coerce persons in the exercise of their fair housing rights. We do not retaliate against persons who have asserted their rights or persons who have assisted someone in asserting their rights.*

Reviewed: 11/25/2024

# Tab V:

Nonprofit or LHA Purchase Option or Right of First  
Refusal

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

Williams Mullen Center  
200 South 10<sup>th</sup> Street  
Suite 1600  
Richmond, VA 23219  
Attention: Lauren Nowlin

**RIGHT OF FIRST REFUSAL AGREEMENT**

(Yorktown RM Rehab Apartments)

RIGHT OF FIRST REFUSAL AGREEMENT (the "Agreement") dated as of May 1, 2025 by and among **YORKTOWN RM REHAB APARTMENTS, LLC**, a Virginia limited liability company (the "Owner" or the "Company"), **COMMUNITY HOUSING PARTNERS CORPORATION**, a Virginia nonstock nonprofit corporation (the "Grantee"), and is consented to by **CHP YORKTOWN RM REHAB APARTMENTS, LLC**, a Virginia limited liability company (the "Managing Member"), [INVESTOR ENTITY], a [ ] limited liability company (the "Investor Member"), and [SPECIAL MEMBER ENTITY], a [ ] limited liability company (the "Special Member"). The Managing Member, the Investor Member, and the Special Member are sometimes collectively referred to herein as the "Consenting Members." The Investor Member and Special Member are sometimes collectively referred to herein as the "Non-Managing Members." This Agreement shall be fully binding upon and inure to the benefit of the parties and their successors and assigns to the foregoing.

**Recitals**

A. The Owner, pursuant to its Amended and Restated Operating Agreement dated on or about the date hereof by and among the Consenting Members (the "Operating Agreement"), is engaged in the ownership and operation of a 140-unit apartment project for families located in the County of York, Virginia and commonly known as "Yorktown RM Rehab Apartments" (the "Project"). The real property comprising the Project is legally defined in Exhibit A.

B. The Grantee is a member of the Managing Member of the Owner and is instrumental to the development and operation of the Project; and

C. The Owner desires to give, grant, bargain, sell, and convey to the Grantees certain rights of first refusal to purchase the Project on the terms and conditions set forth herein;

D. Capitalized terms used herein and not otherwise defined shall have the meanings 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 to any Person without first offering the Property to the Grantee (the “Refusal Right”), for the Purchase Price (as defined in Section 3); provided, however, that such Refusal Right shall be conditioned upon the receipt by the Company of a “bona fide offer” (the acceptance or rejection of which shall not require the Consent of the Members). The Company shall give the notice of its receipt of such offer (the “Offer Notice”) and shall deliver a copy of the Offer Notice to the Grantee. Upon receipt by the Grantee of the Offer Notice, the Grantee shall have 90 days to deliver to 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, or if such Election Notice is delivered but the Grantee does not consummate the purchase of the Project within 270 days from the date of delivery of the Election Notice (each, individually, a “Terminating Event”), then its Refusal Right shall terminate, and the Company shall be permitted to sell the Property free of the Refusal Right.



### **Section 3. Purchase Price; Closing**

A. The purchase price for the Property pursuant to the Refusal Right (the “Purchase Price”) shall equal the sum of (i) the principal amount of all outstanding indebtedness secured by the Project, and any accrued interest on any of such debts and (ii) all federal, State, and local taxes attributable to such sale, including those incurred or to be incurred by the partners or members of the Non-Managing Members. Notwithstanding the foregoing, however, the Purchase Price shall never be less than the amount of the “minimum purchase price” as defined in Section 42(i)(7)(B) of the Code. The Refusal Right granted hereunder is intended to satisfy the requirements of Section 42(i)(7) of the Code and shall be interpreted consistently therewith. In computing such price, it shall be assumed that each of the Non-Managing Members of the Owner (or their constituent partners or members) has an effective combined federal, state and local income tax rate equal to the maximum of such rates in effect on the date of Closing.

B. All costs of the Grantee’s purchase of the Property pursuant to the Refusal Right, including any filing fees, shall be paid by 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 County of York, 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 to any Person without the Consent of the Investor Member, except that the Grantee may assign all or any of its rights under this Agreement to an Affiliate of Grantee (a "Permitted Assignee") at the election and direction of the Grantee or to any assignee that shall be a "qualified nonprofit organization" as defined in Section 42(h)(5)(C) of the Code or another qualified purchaser described in Section 42(i)(7)(A) of the Code (collectively, each, a "Qualified Beneficiary").

In the case of any transfer of the Refusal Right (i) all conditions and restrictions applicable to the exercise of the Refusal Right or the purchase of the Property pursuant thereto shall also apply to such transferee, and (ii) such transferee shall be disqualified from the exercise of any rights hereunder at all times during which Grantee would have been ineligible to exercise such rights hereunder had it not effected such transfer.

## **Section 8. Rights Subordinate; Priority of Requirements of Section 42 of the Code**

This Agreement is subordinate in all respects to any regulatory agreements and to the terms and conditions of the Mortgage Loans encumbering the Property. In addition, it is the intention of the parties that nothing in this Agreement be construed to affect the Owner's status as owner of the Property for federal income tax purposes prior to exercise of the Refusal Right granted hereunder. Accordingly, notwithstanding anything to the contrary contained herein, both the grant and the exercise of the Refusal Right shall be subject in all respects to all applicable provisions of Section 42 of the Code, including, in particular, Section 42(i)(7). In the event of a conflict between the provisions contained in this Agreement and Section 42 of the Code, the provisions of Section 42 shall control.

## **Section 9. Option to Purchase**

A. The parties hereto agree that if 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. They shall be deemed to have been given and received the earlier of (i) two business days after being deposited in the United States mail and sent by certified or registered mail, postage prepaid; (ii) one business day after being delivered to a nationally recognized overnight delivery service; or (iii) on the day sent by telecopier or other facsimile transmissions, answer back requested; or (iv) on the day delivered personally, in each case, to the parties at the addresses set forth below or at such other addresses as such parties may designate by notice to the other party:

- (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, Community Housing Partners Corporation, 448 Depot Street NE, Christiansburg, Virginia 24073, Attention: Jeffrey K. Reed.

#### **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**

The Virginia Housing Development Authority (“Virginia Housing”) shall be a third-party beneficiary to this Agreement, and the benefits of all of the covenants and restrictions hereof shall inure to the benefit of Virginia Housing, including the right, in addition to all other remedies provided by law or in equity, to apply to any court of competent jurisdiction within the Commonwealth of Virginia to enforce specific performance by the parties or to obtain an injunction against any violations hereof, or to obtain such other relief as may be appropriate. The Authority and its agents shall have those rights and powers with respect to the Project as set forth in the Act and the Virginia Housing Rules and Regulations promulgated thereunder, including, without limitation, those rights and powers set forth in Chapter 1.2 of Title 365 of the Code of Virginia (1950), as amended, and 13VAC10-180-10 et seq., as amended.

[Signatures appear on following pages]

Right of First Refusal Agreement Yorktown RM Rehab Apartments Signature Page 1 of 5

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:

**YORKTOWN RM REHAB APARTMENTS, LLC,**  
a Virginia limited liability company

By: CHP YORKTOWN RM REHAB APARTMENTS, LLC,  
a Virginia limited liability company,  
its Managing Member

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

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

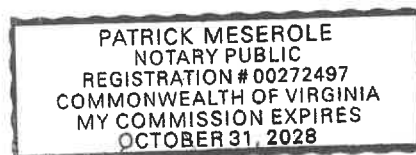
COMMONWEALTH OF VIRGINIA     )  
   )  
CITY/COUNTY OF London     )

On April 30, 2025, before me, the undersigned, a notary public in and for said state, personally appeared Andrew Davenport, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in his capacity as Vice President of Community Housing Partners Corporation, a Virginia nonprofit corporation, the managing member of CHP Yorktown RM Rehab Apartments, LLC, a Virginia limited liability company, the Managing Member of Yorktown RM Rehab Apartments, LLC, a Virginia limited liability company and that by his signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

  
Notary Public

Commission expires: 10/31/2028

Registration No.: 00272497



GRANTEE:

**COMMUNITY HOUSING PARTNERS CORPORATION, a**  
Virginia nonprofit corporation

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

COMMONWEALTH OF VIRGINIA     )  
   )  
CITY/COUNTY OF Loudoun     )

On April 30, 2025, before me, the undersigned, a notary public in and for said state, personally appeared Andrew Davenport, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in his capacity as Vice President of Community Housing Partners Corporation, a Virginia nonprofit corporation, and that by his signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

  
Notary Public

Commission expires: 10/31/2028

Registration No.: 00272497

PATRICK MESEROLE  
NOTARY PUBLIC  
REGISTRATION # 00272497  
COMMONWEALTH OF VIRGINIA  
MY COMMISSION EXPIRES  
OCTOBER 31, 2028



MANAGING MEMBER:

**CHP YORKTOWN RM REHAB APARTMENTS, LLC,**  
a Virginia limited liability company,  
its Managing Member

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

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

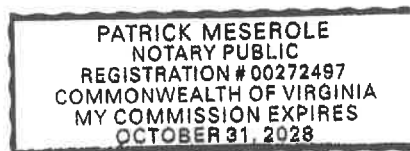
COMMONWEALTH OF VIRGINIA     )  
CITY/COUNTY OF London     )

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Notary Public

Commission expires: 10/31/2028

Registration No.: 00272497



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 DESCRIPTIONS**

GPIN: O11b-4136-2616, commonly known as 202 Barham Boulevard, Yorktown, Virginia 23690:

All that certain parcel of land, with improvements thereon and appurtenances thereto, lying and being in York County, Virginia, designated as Parcel "B" containing 6.37 acres, as shown on plat of survey entitled, "Survey and Map Showing Two Parcels of Land Totaling 6.76 Acres, east of Leigh Street, In York County, Virginia", made by Bodie, Mills, Taylor and Puryear, Inc., dated October 22, 1978, revised March 16, 1978, revised April 10, 1978, a copy of which plat of survey is recorded in the Clerk's Office, Circuit Court, York County, Virginia in Deed Book 317, page 147, reference to which is made for a more particular description of such parcels of land.

Being a part of the same property conveyed to Yorktown Square II Limited Partnership by Deed from Environmental Developers, Inc., dated July 25, 1978, recorded August 8, 1978 in Deed Book 317, at Page 146 in the Clerk's Office of the Circuit Court of York County, Virginia.

Commonly known as: 202 Barham Boulevard, Buildings 1-8.

GPIN: O11d-4590-2400, commonly known as 100 Rivermeade Court, Yorktown, Virginia 23690:

All that certain piece or parcel of land with improvements thereon, situated in Nelson District, York County, Virginia, designated as Parcel A, containing 5.5139 acres, more or less, as shown on that certain plat entitled "ALTA - ACSM Survey Showing Property Standing in the name of Rivermeade Associates Parcels "A" and "B" 8.6805 acres total", dated November 12, 2004, last revised March 15, 2005, prepared by Simmons Newsome, P.C., and described thereon as follows:

BEGINNING at an iron rod set at the Southeast corner of Parcel "A" of Rivermeade Associates, being the Southwest corner of Parcel "B" of Rivermeade Associates, thence proceeding N 89°47'00" W a distance of 542.48' along the Southerly line of Barham Boulevard to an iron rod set; thence continuing N 06°19'33" E a distance of 50.23' to the Southeast corner of Parcel "A" of Yorktown Square II at the Northerly right-of-way line of Barham Boulevard to an iron rod set; thence continuing along the same course of N 06°19'33" E a distance of 543.78' to an iron pipe found at the Northwest corner of Parcel "A" of Rivermeade Associates at the Southerly line of the property of The United States of America, National Park Service property, thence continuing along the line of the National Park Service Property S 58°31'42" E a distance of 369.09' to a concrete monument found; thence continuing along the line of the National Park Service property S 89°50'16" E a distance of 163.75' to an iron rod set; thence continuing along the common line of Rivermeade Associates Parcels "A" and "B" S 00°13'00" W a distance of 399.29' to the aforesaid point of beginning.

Said parcel containing 5.5139 acres.

LESS AND EXCEPT that portion of the property within the bounds of "Barham Boulevard" dedicated to the County of York, Virginia, by Right of Way Dedication recorded May 25, 1990, in Plat Book 11, Page 209.

Being bounded as follows:

On the North by the lands of The United States of America, National Park Service, on the East by Parcel "B" of Rivermeade Associates, on the South by Barham Boulevard and on the West by Barham Boulevard and Parcel "A" of Yorktown Square II.

BEING the same property conveyed to Deed of Correction and Confirmation by and between Rivermeade Associates, a Virginia limited partnership, and Yorktown-Rivermeade, LLC, a Virginia limited liability company, dated as of June 10, 2005, recorded in the Clerk's Office, Circuit Court, York County, Virginia, on June 17, 2005, as Instrument No. 050014581.

GPIN: P11c-0045-2346, commonly known as 100 Townley Court, Yorktown, Virginia 23690:

All that certain piece or parcel of land with improvements thereon, situated in Nelson District, York County, Virginia, designated as Parcel B, containing 3.1666 acres, more or less, as shown on that certain plat entitled "ALTA - ACSM Survey Showing Property Standing in the name of Rivermeade Associates Parcels "A" and "B" 8.6805 acres total", dated November 12, 2004, last revised March 15, 2005, prepared by Simmons Newsome, P.C., and described thereon as follows:

BEGINNING at an iron rod set at the Southwest corner of Parcel "B" of Rivermeade Associates, being the Southeast corner of Parcel "A" of Rivermeade Associates, thence proceeding N 00°13'00" E a distance of 399.29' to an iron rod set on the Southerly line of the property of The United States of America, National Park Service; thence continuing along the line of the property of the United States of America, National Park Service S 89°50'16" E a distance of 344.67' to a concrete monument found at the Northeast corner of Parcel "B" of Rivermeade Associates; thence continuing along the line of the property of The United States of America, National Park Service S 00°01'47" W a distance of 399.62' to a concrete monument found at the Southeast corner of Parcel "B" of Rivermeade Associates, on the Northerly line of the property line of The York County School Board; thence continuing along the line of the property of the York County School Board N 89°47'00" W a distance of 345.97' to the aforesaid point of beginning.

Said parcel containing 3.1666 acres.

Being bounded as follows:

On the North and East by lands of The United States of America, National Park Service, on the South by the lands of The York County School Board and on the West by Parcel "A" of Rivermeade Associates

Together with a perpetual, non-exclusive easement for ingress and egress over and along a strip of land fifty feet (50') in width along the southerly line of Parcel "A" from Barham Road to Parcel "B"

Being all of the same property conveyed to Yorktown-Rivermeade II, LLC by deed from Rivermeade Associates, dated May 24, 2005 and recorded in the Clerk's Office of the Circuit Court of York County, Virginia on June 10, 2005 as Instrument Number 050013735 Page 282, AS CORRECTED by Deed of Correction dated June 10, 2005, recorded June 17, 2005 as Instrument Number 050014582, Page 497.



### **Right of First Refusal Template**

All applicants seeking points for a Right of First Refusal must use Virginia Housing's form template. 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).

RECORDING REQUESTED BY: \_\_\_\_\_ AND  
WHEN RECORDED MAIL TO: \_\_\_\_\_

Williams Mullen Center  
200 South 10<sup>th</sup> Street  
Suite 1600  
Richmond, VA 23219  
Attention: Lauren Nowlin

### **RIGHT OF FIRST REFUSAL AGREEMENT**

(~~[PROJECT NAME]~~ Yorktown RM Rehab Apartments)

RIGHT OF FIRST REFUSAL AGREEMENT (the “Agreement”) dated as of ~~[Closing Date]~~ May 1, 2025 by and among ~~[OWNER ENTITY]~~ YORKTOWN RM REHAB APARTMENTS, LLC, a Virginia limited liability company (the “Owner” or the “Company”), ~~[GRANTEE ENTITY]~~ COMMUNITY HOUSING PARTNERS CORPORATION, a Virginia nonstock nonprofit corporation (the “Grantee”), and is consented to by ~~[MANAGING MEMBER ENTITY]~~ CHP YORKTOWN RM REHAB APARTMENTS, LLC, a Virginia limited liability company (the “Managing Member”), [INVESTOR ENTITY], a [ ] limited liability company (the “Investor Member”), and [SPECIAL MEMBER ENTITY], a [ ] limited liability company (the “Special Member”). The Managing Member, the Investor Member, and the Special Member are sometimes collectively referred to herein as the “Consenting Members.” The Investor Member and Special Member are sometimes collectively referred to herein as the “Non-Managing Members.” This Agreement shall be fully binding upon and inure to the benefit of the parties and their successors and assigns to the foregoing.

### **Recitals**

A. The Owner, pursuant to its ~~[Amended and Restated]~~ Operating Agreement dated on or about the date hereof by and among the Consenting Members (the “Operating Agreement”), is engaged in the ownership and operation of ~~an [ ]~~ a 140-unit apartment project for families located in ~~[ ]~~ the County of York, Virginia and commonly known as “~~[PROJECT NAME]~~ Yorktown RM Rehab Apartments” (the “Project”). The real property comprising the Project is legally defined in Exhibit A.

B. The Grantee is a member of the Managing Member of the Owner and is instrumental to the development and operation of the Project; and

C. The Owner desires to give, grant, bargain, sell, and convey to the Grantees certain rights of first refusal to purchase the Project on the terms and conditions set forth herein;

D. Capitalized terms used herein and not otherwise defined shall have the meanings 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 to any Person without first offering the Property to the Grantee (the “Refusal Right”), for the Purchase Price (as defined in Section 3); provided, however, that such Refusal Right shall be conditioned upon the receipt by the Company of a “bona fide offer” (the acceptance or rejection of which shall not require the Consent of the Members). The Company shall give the notice of its receipt of such offer (the “Offer Notice”) and shall deliver a copy of the Offer Notice to the Grantee. Upon receipt by the Grantee of the Offer Notice, the Grantee shall have 90 days to deliver to 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, or if such Election Notice is delivered but the Grantee does not consummate the purchase of the Project within 270 days from the date of delivery of the Election Notice (each, individually, a “Terminating Event”), then its Refusal Right shall terminate, and the Company shall be permitted to sell the Property free of the Refusal Right.

### **Section 3. Purchase Price; Closing**

A. The purchase price for the Property pursuant to the Refusal Right (the “Purchase Price”) shall equal the sum of (i) the principal amount of all outstanding indebtedness secured by the Project, and any accrued interest on any of such debts and (ii) all federal, State, and local taxes attributable to such sale, including those incurred or to be incurred by the partners or members of the Non-Managing Members. Notwithstanding the foregoing, however, the Purchase Price shall never be less than the amount of the “minimum purchase price” as defined in Section 42(i)(7)(B) of the Code. The Refusal Right granted hereunder is intended to satisfy the requirements of Section 42(i)(7) of the Code and shall be interpreted consistently therewith. In computing such price, it shall be assumed that each of the Non-Managing Members of the Owner (or their constituent partners or members) has an effective combined federal, state and local income tax rate equal to the maximum of such rates in effect on the date of Closing.

B. All costs of the Grantee’s purchase of the Property pursuant to the Refusal Right, including any filing fees, shall be paid by 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 [REDACTED]~~ York, 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 to any Person without the Consent of the Investor Member, except that the Grantee may assign all or any of its rights under this Agreement to an Affiliate of Grantee (a "Permitted Assignee") at the election and direction of the Grantee or to any assignee that shall be a "qualified nonprofit organization" as defined in Section 42(h)(5)(C) of the Code or another qualified purchaser described in Section 42(i)(7)(A) of the Code (collectively, each, a "Qualified Beneficiary").

In the case of any transfer of the Refusal Right (i) all conditions and restrictions applicable to the exercise of the Refusal Right or the purchase of the Property pursuant thereto shall also apply to such transferee, and (ii) such transferee shall be disqualified from the exercise of any rights hereunder at all times during which Grantee would have been ineligible to exercise such rights hereunder had it not effected such transfer.

#### **Section 8. Rights Subordinate; Priority of Requirements of Section 42 of the Code**

This Agreement is subordinate in all respects to any regulatory agreements and to the terms and conditions of the Mortgage Loans encumbering the Property. In addition, it is the intention of the parties that nothing in this Agreement be construed to affect the Owner's status as owner of the Property for federal income tax purposes prior to exercise of the Refusal Right granted hereunder. Accordingly, notwithstanding anything to the contrary contained herein, both the grant and the exercise of the Refusal Right shall be subject in all respects to all applicable provisions of Section 42 of the Code, including, in particular, Section 42(i)(7). In the event of a conflict between the provisions contained in this Agreement and Section 42 of the Code, the provisions of Section 42 shall control.

#### **Section 9. Option to Purchase**

A. The parties hereto agree that if 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. They shall be deemed to have been given and received the earlier of (i) two business days after being deposited in the United States mail and sent by certified or registered mail, postage prepaid; (ii) one business day after being delivered to a nationally recognized overnight delivery service; or (iii) on the day sent by telecopier or other facsimile transmissions, answer back requested; or (iv) on the day delivered personally, in each case, to the parties at the addresses set forth below or at such other addresses as such parties may designate by notice to the other party:

- (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, [redacted], [redacted]; ~~and~~ Community Housing Partners Corporation, 448 Depot Street NE, Christiansburg, Virginia 24073, Attention: Jeffrey K. Reed.

~~(D)~~ [redacted]

#### **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**

The Virginia Housing Development Authority (“Virginia Housing”) shall be a third-party beneficiary to this Agreement, and the benefits of all of the covenants and restrictions hereof shall inure to the benefit of Virginia Housing, including the right, in addition to all other remedies provided by law or in equity, to apply to any court of competent jurisdiction within the Commonwealth of Virginia to enforce specific performance by the parties or to obtain an injunction against any violations hereof, or to obtain such other relief as may be appropriate. The Authority and its agents shall have those rights and powers with respect to the Project as set forth in the Act and the Virginia Housing Rules and Regulations promulgated thereunder, including, without limitation, those rights and powers set forth in Chapter 1.2 of Title 365 of the Code of Virginia (1950), as amended, and 13VAC10-180-10 et seq., as amended.

[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:

YORKTOWN RM REHAB APARTMENTS, LLC,  
a Virginia limited liability company

By: \_\_\_\_\_  
By: CHP YORKTOWN RM REHAB APARTMENTS, LLC,  
a Virginia limited liability company,

Its: \_\_\_\_\_

\_\_\_\_\_ OF \_\_\_\_\_  
 \_\_\_\_\_ of \_\_\_\_\_, to-wit:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by

on behalf of \_\_\_\_\_,

a \_\_\_\_\_

~~SEAL:~~

its Managing Member

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

By: \_\_\_\_\_ (SEAL)  
Name: Andrew Davenport  
Title: Vice President

COMMONWEALTH OF VIRGINIA )  
 )  
CITY/COUNTY OF )

On \_\_\_\_\_, 2025, before me, the undersigned, a notary public in and for said state, personally appeared Andrew Davenport, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in his capacity as Vice President of Community Housing Partners Corporation, a Virginia nonprofit corporation, the managing member of CHP



Yorktown RM Rehab Apartments, LLC, a Virginia limited liability company, the Managing Member of Yorktown RM Rehab Apartments, LLC, a Virginia limited liability company and that by his signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

Commission expires: \_\_\_\_\_

Registration No. \_\_\_\_\_

GRANTEE:

[GRANTEE], a [Virginia] limited liability company

COMMUNITY HOUSING PARTNERS CORPORATION, a  
Virginia nonprofit corporation

By: \_\_\_\_\_ (SEAL)

Name: Andrew Davenport

Title: Vice President

By: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_COMMONWEALTH OF \_\_\_\_\_VIRGINIA )

\_\_\_\_\_of \_\_\_\_\_, to-wit:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

on behalf of \_\_\_\_\_

a \_\_\_\_\_.

SEAL:

\_\_\_\_\_  
\_\_\_\_\_ )

CITY/COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 2025, before me, the undersigned, a notary public in and for said state, personally appeared Andrew Davenport, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in his capacity as Vice President of Community Housing Partners Corporation, a Virginia nonprofit corporation, and that by his signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

Commission expires: \_\_\_\_\_

Registration No. \_\_\_\_\_:

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

By: \_\_\_\_\_ (SEAL)  
Name: Andrew Davenport  
Title: Vice President

COMMONWEALTH OF VIRGINIA )  
 )  
CITY/COUNTY OF )

On \_\_\_\_\_, 2025, before me, the undersigned, a notary public in and for said state, personally appeared Andrew Davenport, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in his capacity as Vice President of Community Housing Partners Corporation, a Virginia nonprofit corporation, the Managing Member of CHP Yorktown RM Rehab Apartments, LLC, a Virginia limited liability company, and that by his signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

Commission expires: \_\_\_\_\_

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 DESCRIPTIONS**

[insert legal description]

GPIN: O11b-4136-2616, commonly known as 202 Barham Boulevard, Yorktown, Virginia 23690:

(Added)

All that certain parcel of land, with improvements thereon and appurtenances thereto, lying and being in York County, Virginia, designated as Parcel "B" containing 6.37 acres, as shown on plat of survey entitled, "Survey and Map Showing Two Parcels of Land Totaling 6.76 Acres, east of Leigh Street, In York County, Virginia", made by Bodie, Mills, Taylor and Puryear, Inc., dated October 22, 1978, revised March 16, 1978, revised April 10, 1978, a copy of which plat of survey is recorded in the Clerk's Office, Circuit Court, York County, Virginia in Deed Book 317, page 147, reference to which is made for a more particular description of such parcels of land.

Being a part of the same property conveyed to Yorktown Square II Limited Partnership by Deed from Environmental Developers, Inc., dated July 25, 1978, recorded August 8, 1978 in Deed Book 317, at Page 146 in the Clerk's Office of the Circuit Court of York County, Virginia.

Commonly known as: 202 Barham Boulevard, Buildings 1-8.

GPIN: O11d-4590-2400, commonly known as 100 Rivermeade Court, Yorktown, Virginia 23690:

(Added)

That certain piece or parcel of land with improvements thereon, situated in Nelson District, York County, Virginia, designated as Parcel A, containing 5.5139 acres, more or less, as shown on that certain plat entitled "ALTA - ACSM Survey Showing Property Standing in the name of Rivermeade Associates Parcels "A" and "B" 8.6805 acres total", dated November 12, 2004, last revised March 15, 2005, prepared by Simmons Newsome, P.C., and described thereon as follows:

BEGINNING at an iron rod set at the Southeast corner of Parcel "A" of Rivermeade Associates, being the Southwest corner of Parcel "B" of Rivermeade Associates, thence proceeding N 89°47'00" W a distance of 542.48' along the Southerly line of Barham Boulevard to an iron rod set; thence continuing N 06°19'33" E a distance of 50.23' to the Southeast corner of Parcel "A" of Yorktown Square II at the Northerly right-of-way line of Barham Boulevard to an iron rod set; thence continuing along the same course of N 06°19'33" E a distance of 543.78' to an iron pipe found at the Northwest corner of Parcel "A" of Rivermeade Associates at the Southerly line of the property of The United States of America, National Park Service property, thence continuing along the line of the National Park Service Property S 58°31'42" E a distance of 369.09' to a concrete monument found; thence continuing along the line of the National Park Service property S 89°50'16" E a distance of 163.75' to an iron rod set; thence continuing along the common line of Rivermeade Associates Parcels "A" and "B" S 00°13'00" W a distance of 399.29' to the aforesaid point of beginning.

Said parcel containing 5.5139 acres.

LESS AND EXCEPT that portion of the property within the bounds of "Barham Boulevard" dedicated to the County of York, Virginia, by Right of Way Dedication recorded May 25, 1990, in Plat Book 11, Page 209.

Being bounded as follows:

On the North by the lands of The United States of America, National Park Service, on the East by Parcel "B" of Rivermeade Associates, on the South by Barham Boulevard and on the West by Barham Boulevard and Parcel "A" of Yorktown Square II.

BEING the same property conveyed to Deed of Correction and Confirmation by and between Rivermeade Associates, a Virginia limited partnership, and Yorktown-Rivermeade, LLC, a Virginia limited liability company, dated as of June 10, 2005, recorded in the Clerk's Office, Circuit Court, York County, Virginia, on June 17, 2005, as Instrument No. 050014581.



GPIN: P11c-0045-2346, commonly known as 100 Townley Court, Yorktown, Virginia 23690:

(Added graphics) parcel of land with improvements thereon, situated in Nelson District, York County, Virginia, designated as Parcel B, containing 3.1666 acres, more or less, as shown on that certain plat entitled "ALTA – ACSM Survey Showing Property Standing in the name of Rivermeade Associates Parcels "A" and "B" 8.6805 acres total", dated November 12, 2004, last revised March 15, 2005, prepared by Simmons Newsome, P.C., and described thereon as follows:

BEGINNING at an iron rod set at the Southwest corner of Parcel "B" of Rivermeade Associates, being the Southeast corner of Parcel "A" of Rivermeade Associates, thence proceeding N 00°13'00" E a distance of 399.29' to an iron rod set on the Southerly line of the property of The United States of America, National Park Service; thence continuing along the line of the property of the United States of America, National Park Service S 89°50'16" E a distance of 344.67' to a concrete monument found at the Northeast corner of Parcel "B" of Rivermeade Associates; thence continuing along the line of the property of The United States of America, National Park Service S 00°01'47" W a distance of 399.62' to a concrete monument found at the Southeast corner of Parcel "B" of Rivermeade Associates, on the Northerly line of the property line of The York County School Board; thence continuing along the line of the property of the York County School Board N 89°47'00" W a distance of 345.97' to the aforesaid point of beginning.

Said parcel containing 3.1666 acres.

Being bounded as follows:

On the North and East by lands of The United States of America, National Park Service, on the South by the lands of The York County School Board and on the West by Parcel "A" of Rivermeade Associates

Together with a perpetual, non-exclusive easement for ingress and egress over and along a strip of land fifty feet (50') in width along the southerly line of Parcel "A" from Barham Road to Parcel "B"

Being all of the same property conveyed to Yorktown-Rivermeade II, LLC by deed from Rivermeade Associates, dated May 24, 2005 and recorded in the Clerk's Office of the Circuit Court of York County, Virginia on June 10, 2005 as Instrument Number 050013735 Page 282, AS CORRECTED by Deed of Correction dated June 10, 2005, recorded June 17, 2005 as Instrument Number 050014582, Page 497.

<b>Summary report:</b> <b>Litera Compare for Word 11.3.0.46 Document comparison done on</b> <b>4/30/2025 5:15:57 PM</b>	
<b>Style name:</b> Default Style	
<b>Intelligent Table Comparison:</b> Active	
<b>Original filename:</b> ROFR to redline.docx	
<b>Modified DMS:</b> iw://williamsmullen-mobility.imanage.work/IWOVRIC/108172381/2	
<b>Changes:</b>	
<u>Add</u>	86
<del>Delete</del>	69
<del>Move From</del>	0
<u>Move To</u>	0
<u>Table Insert</u>	0
<del>Table Delete</del>	0
<u>Table moves to</u>	0
<del>Table moves from</del>	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	3
Embedded Excel	0
Format changes	0
<b>Total Changes:</b>	158



RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

Williams Mullen Center  
200 South 10th Street  
Suite 1600  
Richmond, VA 23219  
Attention: Lauren Nowlin

**PURCHASE OPTION AGREEMENT**  
**(Yorktown RM Rehab Apartments)**

THIS PURCHASE OPTION AGREEMENT (the “Agreement”) dated as of \_\_\_\_, 20\_\_ by and among **YORKTOWN RM REHAB APARTMENTS, LLC**, a Virginia limited liability company (the “Owner” or the “Company”), **COMMUNITY HOUSING PARTNERS CORPORATION**, a Virginia non-stock nonprofit corporation (the “Grantee”), and is consented to by **CHP YORKTOWN RM REHAB APARTMENTS, LLC**, a Virginia limited liability company (the “Managing Member”), **[INVESTOR ENTITY]**, a [\_\_\_\_\_] limited liability company (the “Investor Member”) and [\_\_\_\_\_] **SPECIAL LIMITED PARTNER, L.L.C.**, a [\_\_\_\_\_] limited liability company (the “Special Member”). The Managing Member, the Investor Member and the Special Member are sometimes collectively referred to herein as the “Consenting Members”. The Investor Member and Special Member are sometimes collectively referred to herein as the “Non-Managing Members”. This Agreement shall be fully binding upon and inure to the benefit of the parties and their successors and assigns to the foregoing.

Recitals

A. The Owner, pursuant to its Amended and Restated Operating Agreement dated on or about the date hereof by and among the Consenting Members (the “Operating Agreement”), is engaged in the ownership and operation of a 140-unit apartment project for families located in the County of York, Virginia and commonly known as “Yorktown RM Rehab Apartments” (the “Project”). The real property comprising the Project is legally defined on **Exhibit A**.

B. The Grantee is a member of the Managing Member of the Owner and is instrumental to the development and operation of the Project; and

C. The Owner desires to give, grant, bargain, sell and convey to the Grantee a certain purchase option to purchase the Project on the terms and conditions set forth herein;

D. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Operating Agreement.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises of the parties hereto and of other good and valuable consideration, the receipt and sufficiency of which the parties hereto acknowledge, the parties hereby agree as follows:

Section 1. Purchase Option

The Owner hereby grants to the Grantee an option (the “Purchase Option”) to purchase the real estate, fixtures, and personal property comprising the Project or associated with the physical operation thereof and owned by the Company at the time (the “Property”), for a period of sixty (60) months following the expiration of the Compliance Period, for the price and subject to the other terms and conditions set forth below. The Property will include any reserves of the Partnership that is required by the Virginia Housing Development Authority (“Virginia Housing” or the “Credit Authority”) or any lender of a loan being assumed in connection with the exercise of the Purchase Option to remain with the Project.

Section 2. Exercise of Purchase Option

In the event that Grantee elects to exercise the Purchase Option, it shall give the Company written notice thereof (the “Option Notice”) and shall specify a date for delivery of the deed not less than ninety (90) days and no more than two hundred seventy (270) days after the Grantee’s delivery of the Option Notice. Subject to the prior consent of the relevant lenders, Grantee may pay all or a portion of the Purchase Option Price (as hereinafter defined) by assuming the existing indebtedness of the Company. The Company agrees upon request of Grantee to use its best efforts to obtain the consent of all relevant lenders to such assumption. Notwithstanding anything to the contrary herein, a sale of the Project pursuant to the Purchase Option shall not require the Consent of the Non-Managing Members or of Virginia Housing.

Section 3. Purchase Price; Closing

A. The purchase price for the Project pursuant to the Purchase Option (the “Purchase Option Price”) shall be the greater of the following amounts: (a) the sum of (i) the principal amount of all outstanding indebtedness secured by the Project, and any accrued interest on any of such debts and (ii) all federal, State, and local taxes attributable to such sale, including those incurred or to be incurred by the partners or members of the Non-Managing Members; and (b) the fair market value of the Project, as determined by an appraisal conducted by an experienced appraiser selected by Grantee, using the income capitalization method of valuation, and assuming that the rent restrictions and any other restrictive covenants in effect during the ten-year Credit Period shall remain in effect in perpetuity.

B. All costs of the Grantee’s purchase of the Property pursuant to the Purchase Option, including any filing fees, shall be paid by Grantee.

C. The Purchase Price shall be paid at Closing in one of the following methods:

(i) the payment of all cash or immediately available funds at Closing,  
or

(ii) the assumption of any assumable Loans if Grantee has obtained the consent of the lenders to the assumption of such Loans, which consent shall be secured at the sole cost and expense of Grantee; provided, however, that any Purchase Price balance remaining after the assumption of the Loans shall be paid by Grantee in immediately available funds.

#### Section 4. Conditions Precedent; Termination

A. Notwithstanding anything in this Agreement to the contrary, the right of the Grantee to exercise the Purchase Option and consummate any purchase pursuant thereto is contingent on each of the following being true and correct at the time of exercise of the Purchase Option and any purchase pursuant thereto:

(i) the Grantee or its assignee shall be a “qualified nonprofit organization” as defined in Section 42(h)(5)(C) of the Code or another qualified purchaser described in Section 42(i)(7)(A) of the Code (collectively, each, a “Qualified Beneficiary”); and

(ii) the Project continues to be a “qualified low-income housing project” within the meaning of Section 42 of the Code.

B. This Agreement shall automatically terminate upon the occurrence of any of the following events and, if terminated, shall not be reinstated unless such reinstatement is agreed to in a writing signed by the Grantee and each of the Consenting Members:

(i) the transfer of the Property to a lender in total or partial satisfaction of any loan; or

(ii) any transfer or attempted transfer of all or any part of the Purchase Option by the Grantee, whether by operation of law or otherwise, except as otherwise permitted under Section 4 of this Agreement; or

(iii) the Project ceases to be a “qualified low-income housing project” within the meaning of Section 42 of the Code, or

(iv) the Grantee fails to deliver its Election Notice or consummate the purchase of the Property within the timeframes set forth in Section 2 above.

#### Section 5. Contract and Closing

Upon determination of the purchase price, the Owner and the Grantee shall enter into a written contract for the purchase and sale of the Property in accordance with the terms of this Agreement and containing such other terms and conditions as are standard and customary for similar commercial transactions in the geographic area which the Property is located, providing for a closing (the “Closing”) to occur in the County of York, Virginia not later than the timeframes set forth in Section 2. In the absence of any such contract, this Agreement shall be specifically enforceable upon the exercise of the Purchase Option.

#### Section 6. Conveyance and Condition of the Property

The Owner’s right, title and interest in the Property shall be conveyed by quitclaim deed, subject to such liens, encumbrances and parties in possession as shall exist as of the date of Closing. The Grantee shall accept the Property “**AS IS, WHERE IS**” and “**WITH ALL FAULTS AND DEFECTS,**” latent or otherwise, without any warranty or representation as to the condition

thereof whatsoever, including without limitation, without any warranty as to fitness for a particular purpose, habitability, or otherwise and no indemnity for hazardous waste or other conditions with respect to the Property will be provided. It is a condition to Closing that all amounts due to the Owner and the Investor Member from the Grantee or its Affiliates be paid in full. The Grantee shall pay all closing costs, including, without limitation, the Owner's attorney's fees. Upon closing, the Owner shall deliver to the Grantee, along with the deed to the property, an ALTA owner's title insurance policy dated as of the close of escrow in the amount of the purchase price, subject to the liens, encumbrances and other exceptions then affecting the title.

#### Section 7. Transfer

The Purchase Option shall not be transferred to any Person without the Consent of the Investor Member, except that the Grantee may assign all or any of its rights under this Agreement to an Affiliate of Grantee (a "Permitted Assignee") at the election and direction of the Grantee or to any assignee that shall be a "qualified nonprofit organization" as defined in Section 42(h)(5)(C) of the Code or another qualified purchaser described in Section 42(i)(7)(A) of the Code (collectively, each, a "Qualified Beneficiary").

In the case of any transfer of the Purchase Option (i) all conditions and restrictions applicable to the exercise of the Purchase Option or the purchase of the Property pursuant thereto shall also apply to such transferee, and (ii) such transferee shall be disqualified from the exercise of any rights hereunder at all times during which Grantee would have been ineligible to exercise such rights hereunder had it not effected such transfer.

#### Section 8. Rights Subordinate; Priority of Requirements of Section 42 of the Code

This Agreement is subordinate in all respects to any regulatory agreements and to the terms and conditions of the Mortgage Loans encumbering the Property. In addition, it is the intention of the parties that nothing in this Agreement be construed to affect the Owner's status as owner of the Property for federal income tax purposes prior to exercise of the Purchase Option granted hereunder. Accordingly, notwithstanding anything to the contrary contained herein, both the grant and the exercise of the Purchase Option shall be subject in all respects to all applicable provisions of Section 42 of the Code, including, in particular, Section 42(i)(7). In the event of a conflict between the provisions contained in this Agreement and Section 42 of the Code, the provisions of Section 42 shall control.

#### Section 9. Notice

Except as otherwise specifically provided herein, all notices, demands or other communications hereunder shall be in writing and shall be deemed to have been given and received (i) two (2) business days after being deposited in the United States mail and sent by certified or registered mail, postage prepaid, (ii) one (1) business day after being delivered to a nationally recognized overnight delivery service, (iii) on the day sent by telecopier or other facsimile transmission, answer back requested, or (iv) on the day delivered personally, in each case, to the parties at the addresses set forth below or at such other addresses as such parties may designate by notice to the other party:

(i) If to the Owner, at the principal office of the Company set forth in Article II of the Operating Agreement;

(ii) If to a Consenting Member, at their respective addresses set forth in Schedule A of the Operating Agreement;

(iii) If to the Grantee, Community Housing Partners Corporation, 448 Depot Street NE, Christiansburg, Virginia 24073, Attention: Jeffrey K. Reed; and

Section 10. Severability of Provisions

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

Section 11. Binding Provisions

The covenants and agreements contained herein shall be binding upon, and inure to the benefit of, the heirs, legal representatives, successors, and assignees of the respective parties hereto, except in each case as expressly provided to the contrary in this Agreement.

Section 12. Counterparts

This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties have not signed the original or the same counterpart.

Section 13. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia without regard to principles of conflicts of law.

Section 14. Headings

All headings in this Agreement are for convenience of reference only. Masculine, feminine, or neuter gender, shall include all other genders, the singular shall include the plural, and vice versa as the context may require.

Section 15. Amendments

This Agreement shall not be amended except by written agreement between Grantee and the Owner with the consent of each of the Consenting Members and Virginia Housing.

Section 16. Time

Time is of the essence with respect to this Agreement, and all provisions relating thereto shall be so construed.



Section 17. Legal Fees

Except as otherwise provided herein, in the event that legal proceedings are commenced by the Owner against the Grantee or by the Grantee against the Owner in connection with this Agreement or the transactions contemplated hereby, the prevailing party shall be entitled to recover all reasonable attorney's fees and expenses.

Section 18. Subordination

This Agreement is and shall remain automatically subject and subordinate to any bona fide mortgage to (or assigned to) an institutional or governmental lender with respect to the Project and, in the event of a foreclosure of any such mortgage, or of the giving of a deed in lieu of foreclosure to any such mortgagee, this Agreement shall become void and shall be of no further force or effect.

Section 19. Rule Against Perpetuities Savings Clause

The term of this Agreement will be ninety years commencing on the date first written above unless sooner terminated pursuant to the provisions hereof. If any provision of this Agreement is construed as violating and applicable "Rule Against Perpetuities" by statute or common law, such provision will be deemed to remain in effect only until the death of the last survivor of the now living descendants of any member of the 116th Congress of the United States, plus twenty-one (21) years thereafter. This Agreement and the Purchase Option herein granted are covenants running with the land and the terms and provisions hereof will be binding upon, inure to the benefits of and be enforceable by the parties hereto and their respective successors and assigns.

Section 20. Third Party Beneficiary; Virginia Housing Rights and Powers

The Virginia Housing Development Authority ("Virginia Housing") shall be a third party beneficiary to this Agreement, and the benefits of all of the covenants and restrictions hereof shall inure to the benefit of Virginia Housing, including the right, in addition to all other remedies provided by law or in equity, to apply to any court of competent jurisdiction within the Commonwealth of Virginia to enforce specific performance by the parties or to obtain an injunction against any violations hereof, or to obtain such other relief as may be appropriate. The Authority and its agents shall have those rights and powers with respect to the Project as set forth in the Act and the Virginia Housing Rules and Regulations promulgated thereunder, including without limitation, those rights and powers set forth in Chapter 1.2 of Title 365 of the Code of Virginia (1950), as amended, and 13VAC10-180-10 et seq., as amended.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Purchase Option Agreement as of the date first stated above.

**OWNER:**

**YORKTOWN RM REHAB APARTMENTS, LLC,**  
a Virginia limited liability company

By: CHP YORKTOWN  
RM REHAB APARTMENTS, LLC,  
a Virginia limited liability company,  
its Managing Member

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

By: \_\_\_\_\_ (SEAL)  
Name: Andrew Davenport  
Title: Vice President

COMMONWEALTH OF VIRGINIA        )  
  )  
CITY/COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 20\_\_, before me, the undersigned, a notary public in and for said state, personally appeared Andrew Davenport, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as Vice President of Community Housing Partners Corporation, a Virginia nonprofit corporation, the managing member of CHP Yorktown RM Rehab Apartments, LLC, a Virginia limited liability company, the Managing Member of Yorktown RM Rehab Apartments, LLC, a Virginia limited liability company and that by his signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

Commission expires: \_\_\_\_\_

Registration No.: \_\_\_\_\_

**GRANTEE:**

**COMMUNITY HOUSING PARTNERS  
CORPORATION**, a Virginia nonprofit corporation

By: \_\_\_\_\_(SEAL)  
Name: Andrew Davenport  
Title: Vice President

COMMONWEALTH OF VIRGINIA       )  
  )  
CITY/COUNTY OF \_\_\_\_\_)

On \_\_\_\_\_, 20\_\_, before me, the undersigned, a notary public in and for said state, personally appeared Andrew Davenport, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as Vice President of Community Housing Partners Corporation, a Virginia nonprofit corporation, and that by his signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

Commission expires: \_\_\_\_\_

Registration No.: \_\_\_\_\_

The undersigned hereby consents to the foregoing Purchase Option Agreement as of the date first set forth hereinabove.

**MANAGING MEMBER:**

**CHP YORKTOWN RM REHAB APARTMENTS, LLC,**  
a Virginia limited liability company,  
its Managing Member

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

By: \_\_\_\_\_ (SEAL)  
Name: Andrew Davenport  
Title: Vice President

COMMONWEALTH OF VIRGINIA        )  
  )  
CITY/COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 20\_\_, before me, the undersigned, a notary public in and for said state, personally appeared Andrew Davenport, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as Vice President of Community Housing Partners Corporation, a Virginia nonprofit corporation, the Managing Member of CHP Yorktown RM Rehab Apartments, LLC, a Virginia limited liability company, and that by his signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

Commission expires: \_\_\_\_\_

Registration No.: \_\_\_\_\_

The undersigned hereby consents to the foregoing Purchase Option Agreement as of the date first set forth hereinabove.

**INVESTOR MEMBER:**

[INVESTOR ENTITY], a [ ] limited liability company

By: [ ]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SPECIAL MEMBER:**

[ ] **SPECIAL LIMITED PARTNER, L.L.C.**, a [ ] limited liability company

By: [ ]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 )  
CITY/COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 20\_\_, before me, the undersigned, a notary public in and for said state, personally appeared [ ], personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as [ ], the manager of [Investor Entity], a [ ] limited liability company, and [ ] **Special Limited Partner, L.L.C.**, a [ ] limited liability company, and that by his signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

Commission expires:

**EXHIBIT A**

**LEGAL DESCRIPTION**

[to be attached]

PG0146 NOV -8 05

EXHIBIT A

PROPERTY DESCRIPTION

All that certain piece or parcel of land with improvements thereon, situated in Nelson District, York County, Virginia, designated as Parcel B, containing 3.1666 acres, more or less, as shown on that certain plat entitled "ALTA - ACSM Survey Showing Property Standing in the name of Rivermeade Associates Parcels "A" and "B" 8.6805 acres total", dated November 12, 2004, last revised March 15, 2005, prepared by Simmons Newsome, P.C., and described thereon as follows:

BEGINNING at an iron rod set at the Southwest corner of Parcel "B" of Rivermeade Associates, being the Southeast corner of Parcel "A" of Rivermeade Associates, thence proceeding N 00°13'00" E a distance of 399.29' to an iron rod set on the Southerly line of the property of The United States of America, National Park Service; thence continuing along the line of the property of the United States of America, National Park Service S 89°50'16" E a distance of 344.67' to a concrete monument found at the Northeast corner of Parcel "B" of Rivermeade Associates; thence continuing along the line of the property of The United States of America, National Park Service S 00°01'47" W a distance of 399.62' to a concrete monument found at the Southeast corner of Parcel "B" of Rivermeade Associates, on the Northerly line of the property line of The York County School Board; thence continuing along the line of the property of the York County School Board N 89°47'00" W a distance of 345.97' to the aforesaid point of beginning.

Said parcel containing 3.1666 acres.

Being bounded as follows:

On the North and East by lands of The United States of America, National Park Service, on the South by the lands of The York County School Board and on the West by Parcel "A" of Rivermeade Associates

Together with a perpetual, non-exclusive easement for ingress and egress over and along a strip of land fifty feet (50') in width along the southerly line of Parcel "A" from Barham Road to Parcel "B"

Being all of the same property conveyed to Yorktown-Rivermeade II, LLC by deed from Rivermeade Associates, dated May 24, 2005 and recorded in the Clerk's Office of the Circuit Court of York County, Virginia on June 10, 2005 as Instrument Number 050013735 Page 282, AS CORRECTED by Deed of Correction dated June 10, 2005, recorded June 17, 2005 as Instrument Number 050014582, Page 497.

**Exhibit B**

**DESCRIPTION OF PROJECT**

All that certain piece or parcel of land with improvements thereon, situated in Nelson District, York County, Virginia, designated as Parcel A, containing 5.5139 acres, more or less, as shown on that certain plat entitled "ALTA – ACSM Survey Showing Property Standing in the name of Rivermeade Associates Parcels "A" and "B" 8.6805 acres total", dated November 12, 2004, last revised March 15, 2005, prepared by Simmons Newsome, P.C., and described thereon as follows:

BEGINNING at an iron rod set at the Southeast corner of Parcel "A" of Rivermeade Associates, being the Southwest corner of Parcel "B" of Rivermeade Associates, thence proceeding N 89°47'00" W a distance of 542.48' along the Southerly line of Barham Boulevard to an iron rod set; thence continuing N 06°19'33" E a distance of 50.23' to the Southeast corner of Parcel "A" of Yorktown Square II at the Northerly right-of-way line of Barham Boulevard to an iron rod set; thence continuing along the same course of N 06°19'33" E a distance of 543.78' to an iron pipe found at the Northwest corner of Parcel "A" of Rivermeade Associates at the Southerly line of the property of The United States of America, National Park Service property, thence continuing along the line of the National Park Service Property S 58°31'42" E a distance of 369.09' to a concrete monument found; thence continuing along the line of the National Park Service property S 89°50'16" E a distance of 163.75' to an iron rod set; thence continuing along the common line of Rivermeade Associates Parcels "A" and "B" S 00°13'00" W a distance of 399.29' to the aforesaid point of beginning.

Said parcel containing 5.5139 acres.

LESS AND EXCEPT that portion of the property within the bounds of "Barham Boulevard" dedicated to the County of York, Virginia, by Right of Way Dedication recorded May 25, 1990, in Plat Book 11, Page 209.

Being bounded as follows:

On the North by the lands of The United States of America, National Park Service, on the East by Parcel "B" of Rivermeade Associates, on the South by Barham Boulevard and on the West by Barham Boulevard and Parcel "A" of Yorktown Square II.

BEING the same property conveyed to Deed of Correction and Confirmation by and between Rivermeade Associates, a Virginia limited partnership, and Yorktown-Rivermeade, LLC, a Virginia limited liability company, dated as of June 10, 2005, recorded in the Clerk's Office, Circuit Court, York County, Virginia, on June 17, 2005, as Instrument No. 050014581.



**EXHIBIT C**  
**TO AMENDED AND RESTATED OPERATING AGREEMENT**

**DESCRIPTION OF PROPERTY**

All that certain parcel of land, with improvements thereon and appurtenances thereto, lying and being in York County, Virginia, designated as Parcel "B" containing 6.37 acres, as shown on plat of survey entitled, "Survey and Map Showing Two Parcels of Land Totaling 6.76 Acres, east of Leigh Street, In York County, Virginia", made by Bodie, Mills, Taylor and Puryear, Inc., dated October 22, 1978, revised March 16, 1978, revised April 10, 1978, a copy of which plat of survey is recorded in the Clerk's Office, Circuit Court, York County, Virginia in Deed Book 317, page 147, reference to which is made for a more particular description of such parcels of land.

Being a part of the same property conveyed to Yorktown Square II Limited Partnership by Deed from Environmental Developers, Inc., dated July 25, 1978, recorded August 8, 1978 in Deed Book 317, at Page 146 in the Clerk's Office of the Circuit Court of York County, Virginia.

Commonly known as: 202 Barham Boulevard, Buildings 1-8.

# Tab W:

Internet Safety Plan and Resident Information Form (if  
internet amenities selected)

Not Applicable

# **Tab X:**

Marketing Plan for units meeting accessibility  
requirements of HUD section 504

## Tab X

### Marketing Plan

### Yorktown RM Rehab Apartments

#### Owner's Intent

Yorktown RM Rehab Apartments, LLC plans to rehabilitate Yorktown RM Rehab Apartments, a 140-unit affordable multi-family housing development located in Yorktown, VA. Community Housing Partners Corporation (CHP), as the developer, plans to construct fourteen (14) units to serve persons with physical disabilities. The construction of fourteen (14) handicapped accessible units will qualify this development for accessibility points by providing 10% of the project units which conform to HUD regulations interpreting the accessibility requirements of Section 504 of the Rehabilitation Act. Three (3) of the fourteen (14) handicapped accessible units will also be equipped specifically with hearing and sight accessibility features.

The accessible units will be set aside and marketed to persons with disabilities for a minimum period of sixty (60) days. During this sixty (60) day time period, ongoing marketing efforts to qualified tenants will be documented. If a qualified tenant is not identified within the timeframe, evidence of marketing will be submitted to VH's Program Compliance Office and a request for approval will be made to rent the unleased units to any income qualified households.

CHP may alternatively work with VH's Compliance Officer to demonstrate marketing to the target population is occurring on an ongoing basis throughout the year, meaning the management agent will be making contact with at least 2 of the below referenced resources monthly, thus allowing CHP to fill any vacant 504 units with any income qualified tenant without the unit remaining vacant for sixty (60) days.

In either case, the lease of any qualified non-handicapped tenant located in an accessible unit will contain a provision stipulating the non-handicapped household must move to the next available vacant unit if a household including a person with a disability applies and qualifies for the 504 unit.

#### Implementation of Owner's Intent

CHP, as the management agent, will rent accessible units only to qualified households, unless a qualified tenant cannot be found during the sixty (60) day marketing effort, or after ongoing marketing efforts as described above. Focused marketing efforts will occur, in addition to normal routine marketing strategies, to ensure qualified individuals are aware of the availability of accessible units.

#### Focused Marketing Efforts:

VirginiaHousingSearch.com – CHP will post Yorktown RM Rehab Apartments on the [virginiahousingsearch.com](http://virginiahousingsearch.com) website and will communicate the fact the development has accessible units.

York County Division of Housing and Neighborhood Revitalization (York County Housing Division) holds the Housing Choice Voucher/Section 8 waiting list for York County, VA. CHP will communicate the acceptance of Housing Choice Vouchers/Section 8 for all units, including accessible units, with York County Housing Division. Contact information for York County Housing Division:

Abbitt Woodall  
Division Manager

Abbitt.woodall@yorkcounty.gov  
757-890-4108  
224 Ballard Street  
Yorktown, VA 23690

Peninsula Agency on Aging (PAA) – CHP has communicated with PAA and will continue to communicate the availability of affordable accessible units to the PAA. Contact information for the PAA:

William Massey  
CEO  
(757) 873-0541  
ceo@paainc.org  
739 Thimble Shoals Boulevard  
Building 1000, Suite 1006  
Newport News, VA 23606

Virginia Department of Behavioral Health and Development Services (VA DBHDS) – CHP has communicated with VA DBHDS and will continue to communicate the availability of affordable units. Contact information for VA DBHDS:

Kim Rodgers  
Housing Coordinator  
Kimberly.rodgers@dbhds.virginia.gov  
(804) 629-1674  
1220 Bank Street  
Richmond, VA 23219

Peninsula Center for Independent Living – CHP has communicated with the Peninsula Center for Independent Living, the Center for Independent Living serving Yorktown, VA, and will continue to communicate the availability of affordable accessible units. Contact information for Peninsula Center for Independent Living:

Andrea Diggs  
Executive Director  
adiggs@hvacil.org  
(757) 827-0275  
303 Butler Farm Road, Suite 106A  
Hampton, VA 23666

AccessVA.org and other supportive non-profit organizations – CHP will communicate with accessibility minded organizations to inform them of the availability of accessible units at Woods at Yorktown Rehab.

Virginia Housing (VH) – CHP will provide information on the availability of accessible units to the VH representatives charged with accessible unit outreach.

### **Routine Marketing:**

Newspapers/Internet – Newspaper and internet advertisements reach a broad range of apartment seekers, and as such, provide an excellent form of advertisement. When these methods are used, CHP will communicate the presence of available accessible units.

Industry Publications – CHP regularly uses a variety of industry publications, where available, to advertise available units. These advertisements, when used, will communicate the availability of accessible units.

Referrals – CHP regularly encourages referrals among and between managed properties. There are currently over 6,264 units under management by CHP, and Property Managers at the company will be informed of the availability of accessible units.

CHP will not be limited solely to the marketing efforts identified above but will pursue whatever other marketing means are necessary to advertise available accessible units at Yorktown RM Rehab Apartments.

# Tab Y:

Inducement Resolution for Tax Exempt Bonds



# Tab Z:

Documentation of team member's Diversity, Equity and  
Inclusion Designation

**SWaM CONTRACT CERTIFICATION**  
(TO BE PROVIDED AT TIME OF APPLICATION)

**LIHTC Applicant Name** Yorktown RM Rehab Apartments

**Name of SWaM Service Provider** DDR-chitecture, LLC

Part II, 13VAC10-180-60(E)(5)(e) of the Qualified Allocation Plan (the "Plan") of the Virginia Housing Development Authority (the "Authority" formerly VHDA) for the allocation of federal low income housing tax credits ("Credits") available under §42 of the Internal Revenue Code, as amended, provides that an applicant may receive five (5) points toward its application for Credits for entering into at least one contract for services provided by a business certified as Women-Owned, Minority-Owned, or Service Disabled Veteran-owned through the Commonwealth of Virginia's Small, Women-owned, and Minority-owned Business certification program (SWaM Program). Any applicant seeking points from Part II, 13VAC10-180-60(E)(S)(e) of the Plan must provide in its application this certification together with a copy of the service provider's certification from the Commonwealth of Virginia's SWaM Program. The certification and information requested below will be used by the Authority in its evaluation of whether an applicant meets such requirements.

Complete a separate form for each SWaM Service Provider.

**INSTRUCTIONS:**

***Please complete all parts below. Omission of any information or failure to certify any of the information provided below may result in failure to receive points under Part II, 13VAC10-180-60(E)(5)(e) of the Plan.***

1. The SWaM Service Provider will provide the following services and roles eligible for points under the Plan:
  - ☐ consulting services to complete the LIHTC application;
  - ☐ ongoing development services through the placed in service date;
  - ☐ general contractor;
  - ☒ architect;
  - ☐ property manager;
  - ☐ accounting services; or
  - ☐ legal services.
2. Please describe in the space below the nature of the services contracted for with the SWaM certified service provider listed above. Include in your answer the scope of services to be provided, when said services are anticipated to be rendered, and the length of the contract term.

DDR-chitecture, LLC (DDR) will provide architectural design services including but no limited to the 4% LIHTC Application, Construction Documents, Permit Documents, and Construction Administration. DDR will be the architect of record and stamp and sign all documents. DDR will also coordinate documents with all consulting engineers and confirm scope meets the requirements of Virginia Housing, Enterprise Green Communities, and Rural Development. Services began in December 2024 and will continue through construction completion of the project.

3. Attach to this certification a copy of the service provider's current certification from the Commonwealth of Virginia's SWaM Program.
4. The undersigned acknowledge by their signatures below that prior to the Authority's issuance of an 8609 to the applicant, the undersigned will be required to certify that the SWaM service provider successfully rendered the services described above, that said services fall within the scope of services outlined within Part II, 13VAC10-180-60(E)(5)(e) of the Plan, and that the undersigned service provider is still a business certified as Women-Owned, Minority-Owned, or Service Disabled Veteran-owned through the Commonwealth of Virginia's SWaM) Program.

[Contract Certification and signatures appear on following page]

### CONTRACT CERTIFICATION

The undersigned do hereby certify and acknowledge that they have entered into with each another at least one contract for services as described herein, that said services fall within the scope of services outlined within Part II, 13VAC10-180-60(E)(5)(e) of the Plan, that the undersigned service provider is a business certified as Women-Owned, Minority-Owned, or Service Disabled Veteran-owned through the Commonwealth of Virginia's SWaM Program, and that it is the current intention of the undersigned that the services be performed (i.e., the contract is *bona fide* and not entered into solely for the purpose of obtaining points under the Plan). The undersigned do hereby further certify that all information in this certification is true and complete to the best of their knowledge, that the Authority is relying upon this information for the purpose of allocating Credits, and that any false statements made herein may subject both the undersigned applicant and the undersigned service provider to disqualification from current and future awards of Credits in Virginia.

#### APPLICANT:

Yorktown RM Rehab Apartments, LLC

By: CHP Yorktown RM Rehab Apartments, LLC, Managing Member

By: Community Housing Partners Corporation, Managing Member

\_\_\_\_\_  
Name of Applicant

  
\_\_\_\_\_  
Signature of Applicant

Andrew S. Davenport, Vice President

Printed Name and Title of Authorized Signer

#### SWAM CERTIFIED SERVICE PROVIDER:

DDR-chitecture, LLC

Name of SWaM Certified Service Provider

  
\_\_\_\_\_  
Signature of SWaM Certified Service Provider

Donna Rosano, President

Printed Name and Title of Authorized Signer



Wes Moore  
Governor  
Aruna Miller  
Lieutenant Governor  
Paul J. Wiedefeld  
Secretary

April 18, 2025

Donna Rosano  
DDR-chitecture LLC  
502 W Main St  
Middletown, MD 21769

Dear Donna Rosano:

CERTIFICATION NO. 25-220

The Maryland Department of Transportation's (MDOT) Office of Minority Business Enterprise (OMBE) is pleased to notify you that pursuant to the Minority Business Enterprise (MBE) Program, the Disadvantaged Business Enterprise (DBE) Program, and the Small Business Enterprise (SBE) Program, it has been determined that your firm meets the eligibility standards and is certified in the following capacity:

**NAICS Code - NAICS Industry Title**

**NAICS 541310 - DBE/MBE/SBE: ARCHITECTURAL SERVICES**

**NAICS 541340 - DBE/MBE/SBE: DRAFTING SERVICES**

Only certified firms are eligible to fulfill minority participation goals on contracts issued by the State of Maryland.

As of the date of this letter, your firm is listed in MDOT's online Directory of Certified Firms. The Directory is maintained in real time and serves as the **official** source of your firm's certification status. It is used by prime contractors and consultants seeking participation from minority/disadvantaged subcontractors.

It is important that you check your Directory listing and contact the OMBE at 410-865-1269 regarding corrections or changes. **You must inform OMBE of any change in circumstances affecting the firm's ability to meet size, disadvantaged status, ownership, or control requirements or any material change in the information provided in the application within 30 days of the occurrence of the change.** View your listing at <https://marylandmdbe.mdbecert.com/>.

Your firm must be reviewed annually in order to maintain its MBE, SBE, DBE and/or ACDBE certification status. We will contact you when it is time to begin the Annual Review process.

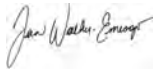
In order to receive notices of solicitations posted by state agencies as well as county and local government procurement buyers, you must register as a vendor on Maryland's online procurement portal, **eMaryland Marketplace Advantage (eMMA)**. Visit [www.procurement.maryland.gov](http://www.procurement.maryland.gov) to learn more.

In addition to the MBE Program, the State of Maryland offers two additional procurement programs: the Small Business Reserve (SBR) and the Veteran-owned Small Business Enterprise (VSBE) programs. Registration for these programs is also through the eMMA website.

If you would like more information about the MBE, SBR, and VSBE procurement programs, as well as free educational and business development tools available from the Governor's Office of Small, Minority, and Women Business Affairs, visit their website at [www.goMDsmallbiz.maryland.gov](http://www.goMDsmallbiz.maryland.gov).

If you need any additional information, contact the Office of MBE via telephone using 1-800-544-6056 or 410- 865-1269.

Sincerely,



Janice Walker-Emeogo  
Director  
Office of Minority Business Enterprise  
Maryland Department of Transportation  
**Desk:** (410) 865-1240  
**Fax:** (410) 865-1309  
**Email:** [jwalker-emeogo@mdot.maryland.gov](mailto:jwalker-emeogo@mdot.maryland.gov)

OMBE File



## **Proposal for Professional Design Services**

November 29, 2024

Cara Mullen  
Community Housing Partners  
448 Depot Street  
Christiansburg, VA 24073

**Project:** 140 Unit Multi-Family – Renovation  
Rivermeade 1, Rivermeade 2, Yorktown Square  
Yorktown, VA

Cara,

Thank you for the opportunity to provide this proposal for renovation work at Rivermeade 1, Rivermeade 2, and Yorktown Square Apartments located in Yorktown, VA. It is my understanding that we will be creating documents for a Virginia Housing 4% tax credit application to pursue funding for renovations to the existing units. The following is a written description of the scope of services and proposed fees.

### **1. General Project Description:**

- It is your intent to renovate the existing two-story apartment buildings at Rivermeade 1, Rivermeade 2, and Yorktown Square apartments. There are 140 units combined over the three properties with a mix of one and two-bedroom units. There are also existing community buildings at two of the sites. The scope of work will include new kitchen and bathroom cabinets, fixtures, appliances, and accessories, new finishes throughout the apartments, new doors as needed, and lighting package, and upgrades to HVAC systems. The exterior of the buildings may require new siding, windows, and roofing. Final scope of work will be finalized with owner, design, and construction team after survey of existing conditions is complete.

### **2. Clarifications / Understandings:**

- The scope of services and proposed fees have been divided into the following tasks: Schematic Design, Design Development, Construction Documents, Permitting, Bidding, and Construction Administration.
- The tax credit application is due on January 15<sup>th</sup> which will take the project through DD services. Project will progress to the next phases per the direction of the client and the approval of funding from Virginia Housing.
- All three properties shall be designed under one set of documents to be submitted to Virginia Housing together.

### **3. Scope of Architectural Services:**

#### **Task 01: Schematic Design –**

- Provide overall floor plans, unit floor plans, and exterior elevations.
- Perform preliminary code analysis based on current building and life safety codes.
- Coordination with Client and engineers to finalize scope of work.

DDR-chitecture, LLC  
502 W Main Street, Middletown MD 21769  
240-994-1535



- Meeting with client to review progress.

#### **Task 02: Design Development –**

- Prepare design development drawings that include proposed floor plans, reflected ceiling plans, interior and exterior elevations, sections, and schedules.
- Provide interior finish selections for preliminary review and discussion.
- Coordinate with all engineering disciplines.
- Complete all documentation requirements for Virginia Housing 4% submission.
- Meet with the Client to review design development submission, project scope, budget, and submission to Virginia Housing.

#### **Task 03: Construction Documents –**

- Finalize construction drawings that include the following: cover sheet, code analysis/egress plan, proposed floor plan, elevations, sections, door/finish schedules, and general notes.
- Complete written specifications for all materials.
- Incorporate standard interior finish selections into documents.
- Sub-consultant coordination.
- Meetings with the Client to review progress.
- Final quality control review of drawings.

#### **Task 04: Permitting –**

- Assume 2-month permitting duration.
- Coordinate permit submission requirements with consultants.
- Prepare the permit application, stamp, and sign permit drawings.
- Apply for the building permit and respond to permit comments as required.
- Provide PDF files of the approved permit documents to distribute for bidding/construction.

#### **Task 05: Bidding –**

- Coordinate bidding documents.
- Respond to bidder questions, prepare addenda as required.
- Attend one pre-bid meeting.

#### **Task 06: Construction Administration Services –**

- Attend construction progress meetings in person every month to ensure that the construction is completed in general accordance with the approved drawings.
- Review meeting minutes provided by Contractor for progress meeting accuracy.
- Review and respond to Submittals and RFI's.
- Address questions and coordination issues that may rise.
- Perform punchlist inspection and conduct punchlist backcheck.





#### 4. Services Not Included in Proposal:

These services can be provided, at Client's written request, as "additional services."  
See below under Terms.

- Hazardous materials assessments.
- Soil Boring Reports.
- Phase 1 Site Assessment.
- Civil engineering services.
- Preparation of cost estimate.
- Interior finish selection boards.
- Commissioning
- Value engineering design. (redesigning drawings based on construction costs exceeding budget)
- Life cycle cost analysis and solar studies.
- LEED design and certification or other "green" rating systems above code requirements.
- Required approvals, other than attaining the building permit.
- Permit and other associated fees, including, but not limited to, impact fees.
- Final Selection and procurement of loose furniture and equipment.
- Preparation of CAD as-builts.

#### 5. Design Fees:

- We propose to provide the above-mentioned services for a fee of:

<b>Task 01: Schematic Design</b>	<b>\$22,525.00</b>
----------------------------------	--------------------

- |   |             |
|---|-------------|
| ▪ Architectural Services                        | \$11,525.00 |
| ▪ Mechanical, Plumbing, and Electrical Services | \$11,000.00 |

<b>Task 02: Design Development</b>	<b>\$26,450.00</b>
------------------------------------	--------------------

- |   |             |
|---|-------------|
| ▪ Architectural Services                        | \$14,450.00 |
| ▪ Mechanical, Plumbing, and Electrical Services | \$12,000.00 |

<b>Task 03: Construction Documents</b>	<b>\$52,600.00</b>
--	--------------------

- |   |             |
|---|-------------|
| ▪ Architectural Services                        | \$25,100.00 |
| ▪ Mechanical, Plumbing, and Electrical Services | \$27,500.00 |

<b>Task 04: Permitting</b>	<b>\$4,500.00</b>
----------------------------	-------------------

- |   |            |
|---|------------|
| ▪ Architectural Services                        | \$4,500.00 |
| ▪ Mechanical, Plumbing, and Electrical Services | \$0.00     |

<b>Task 05: Bidding and Negotiation</b>	<b>\$4,000.00</b>
---	-------------------

- |                          |            |
|--------------------------|------------|
| ▪ Architectural Services | \$4,000.00 |
|--------------------------|------------|



- Mechanical, Plumbing, and Electrical Services Hourly\*

**Task 06: Construction Administration** **\$30,000.00**

- Architectural Services \$30,000.00
- Mechanical, Plumbing, and Electrical Services Hourly\*

**TOTAL FIXED FEE SERVICES** **\$140,075.00**

- MEP fees for Bidding and Construction Administration are listed as hourly to help minimize the costs to the project.
- Reimbursable fees shall be included as part of an allowance and only charged if necessary.
  - Reimbursable allowance shall be **\$1,000.00**

**6. Terms:**

- By signing this proposal or issuance of a purchase order, the "Client" (CHP) authorizes the "Architect" (DDR-chitecture, LLC) to complete the work and agrees to the terms set forth in this proposal.
- Services performed will be billed monthly for work completed the previous month. Payment of statements for services is due upon receipt. For reimbursable expenses and additional services beyond scope of work outlined above, current billable hourly rates will apply. Late charges will accrue at the rate of 1% per month on any overdue balance and shall be assessed beginning thirty days after the date of the statement. The Architect has the right to stop work where unpaid bills exceed 90 days past due.
- In the event that the Client fails to timely pay any amounts due under this agreement, the Client agrees to reimburse the Architect for all costs and expenses Architect incurs pursuing recovery and collection of such amounts, including but not limited to all reasonable attorney's fees, filing fees, court costs or other associated charges or expenses.
- In recognition of the relative risks and benefits of this Project to both the Client and Architect, the Client agrees that Architect's liability for any and all claims of Client against Architect arising out of the agreement resulting from this proposal or arising out of this Project, including claims for attorney's fees and litigation expenses, shall be limited to the Architect's Total Fee for services rendered for this Project. "Total Fee" shall mean the total design fees as set forth in this proposal that have been invoiced to the Client and paid by the Client, including all sub-consultant's fees set forth herein.
- The fees as outlined in Item 5 above shall be valid for 30 days from the date indicated on page 1 of this proposal. After that date, the Architect may revise the design fees as required to accommodate increased hourly billing rates.



Please feel free to contact me upon your review of this proposal to discuss any questions that you may have. If you agree with the above scope of services and proposed fees, please sign and return to me. I look forward to working with you on this project.

Sincerely,

A handwritten signature in blue ink, appearing to read 'D. Rosano'.

Donna Rosano, AIA, LEED BD+C  
President

A handwritten signature in blue ink, appearing to read 'A. Davenport'.

Accepted by (signature):

12/13/24

Date:

Andrew Davenport

Community Housing Partners Corporation

Accepted by (printed):

Company:

Attachments: Paragon Proposal, dated 11/15/2024

**DDR-chitecture Hourly Billing Rates**  
(Effective 1/2024)

President	\$150.00
Project Manager	\$125.00
Architectural Designer	\$100.00
Administrative	\$75.00

## PROPOSAL

November 15, 2024

**Donna Rosano, AIA**  
DDR-chitecture, LLC  
502 W Main Street  
Middletown, MD 21769

RE: **CHP Apartment**  
Yorktown, VA  
1763-24-004

Donna:

Thank you for giving PARAGON ENGINEERING SERVICES, INC. the opportunity to submit the following proposal and Scope of Services for professional engineering services on the above referenced project. This project is understood to include the site survey for 140 units and 2 community buildings. Paragon will provide detailed plans for typical unit types and provide scope outlines for any items found to be deficient.

We are pleased to have the opportunity to work with you. PARAGON ENGINEERING SERVICES, INC. (PARAGON) will strive to actively “partner” with you in making this project a success in the ways that matter to you. Our firm is committed to continuously improving in this regard. As part of that commitment, we feel that a clear understanding of your project is critical. Therefore, please review the Scope of Services closely to ensure all aspects of this project are clearly indicated.

## SCOPE OF SERVICES

The following is an outline of the proposed services, which indicates the scope of our work.

### Schematic Design Phase

1. Survey the existing systems and services and report the findings.
2. Evaluate the owner’s current and anticipated needs and make recommendations for the new facility.
3. Attend a virtual meeting with the client and owner to discuss recommendations for MEP systems.

### Design Development Phase

1. Develop preliminary single-line drawings and narrative spec with sufficient detail to establish a design basis for review and approval, including preliminary calculations; sizes, types, and locations of major MEP equipment; and utility service sizes and locations. Distribution sizing is not assumed to be included and therefore any preliminary pricing effort would need to be done by square-foot or conceptual estimating methods.
2. Attend one virtual design review/coordination meeting.

### Construction Document Phase

1. General Items for Mechanical, Electrical, and Plumbing:
  - a. Design modifications and or connections where required for existing systems and equipment which will remain and will be re-used.

- b. Prepare drawings and Book specifications for bidding and construction, including floor plans as well as required enlarged room plans, schedules, and details. Provide two progress submissions and one final submission for design documents.
  - c. Attend four virtual design review / coordination meetings.
  - d. Design systems and modifications to existing systems to comply with the latest adopted version of the International Building Code (IBC).
2. Mechanical services will include:
- a. Calculate heating, cooling, and ventilation requirements for each typical unit type.
  - b. Size and specify replacement mechanical equipment for two options (packaged self-contained – option A, and mini-split w/ ERV – option B).
  - c. Coordinate installation of mechanical systems and equipment with architectural and structural systems to allow sufficient space for maintenance and improve aesthetics.
  - d. Coordinate required wall and roof openings with structural and architectural components.
  - e. Coordinate required duct chases and mechanical rooms with the architectural plans.
  - f. Layout and size replacement air distribution systems.
3. Plumbing services will include:
- a. Schedule replacement plumbing fixtures.
4. Electrical services will include:
- a. The existing electrical service is assumed to be adequate for the proposed renovations and therefore time has not been included in this proposal to make electrical service upgrades.
  - b. Evaluation of the existing and revised electrical loading of the building.
  - c. Power distribution within the building to include convenience receptacles, power for all building systems as outlined in this proposal and for owner supplied equipment. The owner must provide electrical load data, quantities, and location of all equipment.
  - d. Interior lighting design to include LED general illumination.
  - e. Exterior lighting design is not included.
  - f. Coordination with public utilities and code authorities as required.

#### Bidding Phase

1. Bidding Phase services will include:
- a. Answer contractors' questions
  - b. Write required addenda

#### Construction Administration Phase

1. Construction Phase services will include:
- a. Review contractor's shop drawings for disciplines included in the design services.
  - b. Answer contractor's Request for Information.

PARAGON'S General Contract Terms and Conditions are attached hereto as Exhibit "A" and incorporated herein by reference.

#### **SCHEDULE**

PARAGON proposes to provide the services and deliverables in the phases described above, submitted as scheduled by Client and accepted by Engineer at the beginning of the project.

## PROJECT CONSIDERATIONS AND ASSUMPTIONS

In preparing this Scope of Services we identified the following project considerations:

1. Architect will identify applicable codes, amendments, and supplemental ordinances. Architect will provide their code review to Paragon.
2. Architect will furnish a detailed equipment list with catalog cuts, load data, quantities and location of all equipment to be installed in the new area.
3. Architect will provide floor plans, sections, and elevations in AutoCAD format.
4. Client or owner will furnish detailed site utility and grading plans with all mechanical and electrical services shown and invert elevations of underground drainage lines.
5. The project will include MEP book specifications.
6. The HVAC design is assumed to be based on industry standards for human comfort and limited to 75°F minimum cooling design temperature according to the energy code. Humidity control is not assumed to be included.
7. Existing utility services and distribution are assumed to be adequate without upgrades and no utility company coordination is included.

## ADDITIONAL SERVICES

The following services are not included in the Scope of Services, the fees set forth below, or this Agreement. These services will be performed upon request on a time and expense basis or negotiated additional fixed fee.

1. Construction drawings and specifications for modifications, changes, revisions, or alternate designs to the approved floor plans, envelope, ceiling, or equipment.
2. Meetings with review agencies, except when scheduled by PARAGON.
3. Any changes to regulations in effect as of the date of this proposal.
4. Preparation of record or "as-built" drawings.
5. Shop drawing review beyond one submission.
6. Submission of Interior or Exterior Lighting Photometric plans.
7. Any services not specifically described within the scope of services and fees herein.

## COMPENSATION

PARAGON will provide the engineering services described above for a fixed fee of

<b>SD Phase .....</b>	<b>\$9,500</b>
<b>Hotel &amp; Meal Expenses .....</b>	<b>Not to exceed \$1,500</b>
<b>DD Phase .....</b>	<b>\$12,000</b>
<b>CD Phase .....</b>	<b>\$27,500</b>

**Note:** Bidding and Construction Phase services will be completed on an hourly basis as requested by the Owner/Architect and as previously defined in this proposal.

**Bidding/Construction Administration Phase ..... Hourly**

Paragon will provide additional engineering services described above upon request on a time and expense basis following hourly fee schedule below:

Position	Average Hourly Rate
Director, Sr. Engineer, Commissioning Agent, or Sr. PM .....	\$175.00
Engineer, or Project Manager .....	\$165.00
Designer or REVIT Operator .....	\$125.00
CAD Operator .....	\$80.00
Mileage .....	\$0.67 / mile
Direct Expenses .....	Cost + Cost * 10%

\* If invoices are not reimbursed within the invoice terms, financing fees will be added.

All internal expenses are included in the above fixed fee. Any external expense such as bulk reprographic services, application fees, permit fees, approval fees, etc. that are directly incidental to our professional services shall be invoiced to you at 1.10 times our cost.

In the event of a change in scope, fees will be revised accordingly. We will notify you in advance of scope changes which impact our fee.

Invoices will be submitted periodically for work completed with payment due upon receipt. Paragon Engineering Services, Inc. reserves the right to suspend performance if payment is delinquent. Payment to PARAGON shall not be contingent on payment to you by any other third party. In the event that the project does not move ahead after PARAGON has started, payment to PARAGON will be due to the extent work was completed regardless of whether or not you receive payment from a third party.

Please review this proposal carefully. If the proposal including the Scope of Services and the General Terms and Conditions are satisfactory, please sign below and return one copy to our office. This Scope of Services and the General Contract Terms and Conditions of the contract will constitute our full and complete agreement. If we are given a verbal or written authorization to proceed with this work or, any portion thereof, prior to receiving an executed Scope of Services, all terms and conditions of this Agreement including the General Terms and Conditions shall be considered to be in full force, as if this Scope of Services were executed.

If the scope of work as outlined changes or unforeseen circumstances arises, or if our services are not completed within one year from the date of this proposal, there may be an adjustment to the fees stated.

If you have any questions, or wish to discuss this proposal further, please contact me. Thank you for the opportunity to be of service. We look forward to working with you on this project.

Sincerely,

Accepted,

\_\_\_\_\_  
**Peter E. Beddia, P.E.**  
Paragon Engineering Services, Inc.

\_\_\_\_\_  
**Donna Rosano, AIA**  
DDR-chitecture, LLC

\_\_\_\_\_  
Date

## **GENERAL CONTRACT TERMS & CONDITIONS**

### **1. DUTIES AND RESPONSIBILITIES**

- 1.1. Engineer (the term, "Engineer" shall mean PARAGON ENGINEERING SERVICES, INC. and its sub consultants) agrees to provide only those professional services specifically set forth in the Proposal for Scope of Services portion. Additional services may be performed, if requested, subject to an agreed upon revision in the Scope of Services for Additional Services and authorized fee. Unless specifically set forth in the Scope of Services, Engineer shall not provide any construction phase services including, but not limited to, the construction phase observation of any contractor's work.
- 1.2. In the event that Engineer and Client have not executed the Agreement, Client's verbal or written authorization to Engineer to proceed with the performance of the services set forth therein shall constitute acceptance by Client of the Agreement, including these General Contract Terms and Conditions. The parties agree that, notwithstanding its terms, no subsequently executed purchase order or other Client submitted terms and conditions shall modify, contradict or supplement the terms of the Agreement, including these Terms and Conditions. In particular, no such subsequently executed document shall create any warranty with regard to the services performed by Engineer and its sub consultants nor shall it create any right of indemnification or any remedy for the benefit of Client that is not expressly set forth in the Agreement, including these Terms and Conditions. The Agreement, including these Terms and Conditions may only be revised, modified, contradicted or supplemented by a written amendment on a form supplied by Engineer that specifically refers to the terms herein which are the subject of the revision, modification, contradiction or supplementation.

### **2. RESTRICTIONS ON USE OF DOCUMENTS**

- 2.1. It is understood and agreed that all drawings, sketches, specifications and other documents in any form, including AutoCAD disks and models, prepared by Engineer and/or any of its sub consultants under the Agreement (collectively "Documents") are their respective instruments of service and are prepared for use only with respect to this Project. The Documents are, and shall remain, the property of Engineer and its sub consultants, whether the project for which they are intended is executed or not. Engineer and Engineer's sub consultants shall be deemed the authors and owners of their respective instruments of service and shall retain all common law, statutory and other reserved rights, including copyrights. Engineer grants Client a nonexclusive license to reproduce only those documents necessary for the construction of the Project ("Deliverables") solely for use in constructing and using the Project. The Deliverables shall include only the final hard copy signed and sealed construction documents. Engineer shall obtain similar licenses from its sub consultants. The continued existence of such license is at all times conditioned upon the Client's compliance with all of its obligations under the Agreement including the prompt payment of all sums when due. Client shall, upon actual receipt of all sums



due Engineer under the Agreement, be permitted to retain one reproducible copy of the Deliverables for information and reference in connection with Client's use and occupancy of the Project. The Documents including the Deliverables are prepared for use on this Project only and are not appropriate for use on any other project, for additions, alterations, extensions or modifications to this Project, for completion of this Project by others (unless Engineer is adjudged in default) or for any purpose other than as defined by the Scope of Services, except by agreement in writing with the appropriate compensation to Engineer. Any use of the Documents including the Deliverables or the information or data contained therein, in violation of this subparagraph or any alteration or modification of such Documents including the Deliverables or the information or data contained therein, without the express written consent of Engineer is expressly prohibited. Such prohibited use is at the sole risk of the user and Engineer is released from any liability for damages arising from such use and Client shall defend, indemnify, and hold harmless Engineer, its owners, officers, directors, employees, agents, successors and assigns from any and all claims, suits, demands, damages, losses, judgments, payments, awards, and expenses arising out of the Client's unauthorized use, alteration, or modification of the Documents and Deliverables.

- 2.2. Client agrees that any Documents in Client's possession or control shall not be used and shall be returned promptly to Engineer, if Client is in default under the Agreement including, but not limited to, a default under the payment terms of this Agreement. Client agrees that Engineer may obtain injunctive relief to enforce this subparagraph.
- 2.3. Documents shall not be altered or modified in any way without written approval of Engineer and Engineer shall not be responsible for, and is hereby released from any claims related to, any alteration or modification made without its express and written approval. Client agrees to indemnify Engineer in accordance with Paragraph 10.1 for any modification to the drawings whether done with or without the consent of Engineer.
- 2.4. Payment of all sums due in accordance with the terms of this Agreement is a condition precedent to any right by Client to use any of the Documents or Deliverables.

### 3. SUBSURFACE AND CONCEALED CONDITIONS

- 3.1. Client agrees to advise Engineer in writing of known or suspected subsurface and concealed conditions including underground utilities, underground structures or other features which could affect the services to be provided under this Agreement and shall provide all drawings in Client's possession, custody or control which identify subsurface and concealed conditions, structures or features.
- 3.2. Client agrees to release Engineer from any liability to Client for any damages sustained in connection with subterranean utility lines and other underground structures, utilities or features where such subterranean utility lines and other understructures, utilities or features were not

identified to Engineer as required by Paragraph 2.1 or were not identified or not properly identified or not properly relocated by municipalities, authorities, or utilities after Engineer has given proper notice to municipalities, authorities or utility companies for them to locate or relocate their utility lines, utilities, structures or other features. Client agrees to indemnify Engineer in accordance with Paragraph 10.1 where Client fails to perform its obligations under Paragraph 3.1.

4. STANDARD OF CARE

- 4.1. In performing the services required by this Agreement, Engineer shall use that degree of usual and customary professional skill and care ordinarily exercised by members of its profession under similar circumstances practicing in the same or similar locality. The standard of care shall exclusively be judged as of the time the services are rendered and not according to later standards. Engineer makes no express or implied warranties. Client agrees that neither Engineer nor any of Engineer's sub consultants owes any fiduciary responsibility to Client and that any and all warranties implied in law including those of merchantability and fitness of any of the services for their intended purposes are waived. Engineer's obligation under this Agreement is to provide its services in compliance with the Standard of Care defined by this Paragraph 4.1.

5. CONSTRUCTION PHASE ADMINISTRATION SERVICES: The following services shall be provided only to the extent expressly set forth in the Scope of Services:

- 5.1. If required under the Scope of Services, Engineer shall visit the site at the intervals set forth in the Scope of Services to become generally familiar with the progress and quality of that portion of the work for which Engineer prepared the Deliverables to determine in general, if such work is being performed in a manner indicating that such work when fully completed will be in accordance with the Deliverables. Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such work. On the basis of on-site observations as a design professional, Engineer shall keep client informed of the progress and quality of the work. Engineer's services do not include supervision or direction of the actual work of the contractor, his employees, agents or subcontractors. Client agrees to notify the contractor accordingly. The contractor shall also be informed by Client that neither the presence of Engineer's field representative nor the observation by the Engineer shall excuse the contractor for defects or omissions in his work.
- 5.2. Under no circumstances shall Engineer have control over, or be in charge of, nor shall it be responsible for, construction means, methods, techniques, sequences or procedures in connection with the Work. Engineer shall not be responsible for any contractor's schedules or failure to carry out the Work in accordance with the Deliverables. Engineer shall not have control over or charge of acts or omissions of any contractor, subcontractor, or their agents or employees, or of any other persons performing portions of the Work.

- 5.3. It is further understood that the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performances of the work, and that these requirements will apply continuously and not be limited to normal working hours. Any observation of the contractor's performance conducted by Engineer's personnel will not include review of the adequacy of the contractor safety measures in, on or near the construction site. Engineer is not responsible for any contractor's failure to observe or comply with the Occupational Health and Safety Act, and regulations or standards promulgated there under, or any state, county, or municipal law or regulation of similar import or intent.
- 5.4. If expressly required under the Scope of Services to do so, Engineer shall review and approve or take other appropriate action upon contractors' submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Deliverables prepared by Engineer. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by any contractor, all of which remain the responsibility of the contractor to the extent required by the Contract Documents. Engineer's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by Engineer, of construction means, methods, techniques, sequences or procedures. Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the Deliverables, Engineer shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by Deliverables.
- 5.5. If Engineer is expressly required under the Scope of Services to provide any services relating to the review of any contractor(s)' requests for payment, then such services shall be conducted in the following manner: Engineer shall, within a time period agreed upon with Client (but in no event less than ten (10) business days from the date of receipt by Engineer) review and evaluate a contractor(s)' request for payment based upon Engineer's observations of the work and give Client its recommendations regarding such request. Engineer's recommendations regarding payment hereunder shall constitute a statement to Client as of the date of the contractor's request, that: (a) the work has progressed to the point indicated; and (b) that to the best of Engineer's knowledge, information and belief, the quality of the work is in accordance with the Deliverables prepared by Engineer and there are no known defects or deficiencies in the work for which Client should withhold payment under applicable law. The foregoing statements are subject to an evaluation of the work for conformance with the Deliverables thereto prepared by Engineer upon completion, if requested by Client, to results of subsequent tests and inspections, if requested by Client, to minor deviations from the Deliverables prepared by Engineer and to specific qualifications expressed by Engineer. Engineer shall not be required to: (1) make reviews or on-site observations beyond the scope of its duties as set forth in Paragraph 5.1; or (2) review contractor's payments to its subcontractors and material suppliers to substantiate the

contractor's right to payment or how the contractor has used or applied previous payments. It is expressly understood and agreed that Engineer's presence on the job site, observation of the contractor's work and recommendations regarding payment, or failure to take exception to a request for payment, shall in no way relieve contractors or their sureties, if any, from the absolute responsibility of performing the work and furnishing materials in accordance with the requirements of the Deliverables prepared by Engineer.

## 6. TERMINATION, SUSPENSION

- 6.1. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with the terms of the Agreement. This Agreement may be terminated by the Client upon at least fourteen (14) days written notice to Engineer in the event that the Project is permanently abandoned. In the event of any termination, Engineer will be compensated for all services performed up to the time written notice of termination is actually received by Engineer, together with reimbursable expenses then due and reasonable Termination Expenses directly associated with the termination.
- 6.2. In the event of termination or suspension for more than three (3) months which occurs prior to completion of all services contemplated by this Agreement, Engineer may complete such analyses and records as are necessary to complete his files and may also complete a report on the services performed up to the date of receipt of written notice of termination or suspension.
- 6.3. Termination Expenses are in addition to compensation for the services performed by Engineer and include expenses directly attributable to termination for which Engineer is not otherwise compensated. Termination Expenses also include all fees and costs incurred by Engineer in reporting, completed data, completing such analyses, records and reports as provided for above.

## 7. INVOICES, PAYMENTS

- 7.1. Engineer will submit invoices to Client periodically for work completed to date and a final invoice upon completion of services.
- 7.2. Payment is due upon presentation of invoice. Client agrees to pay a service charge of one and one-half (1 ½) percent per month (18% per annum) or fraction thereof on past due payments under this Agreement. Any right to withhold payment based on errors or discrepancies in the invoice is waived if not identified in writing to Engineer within ten (10) calendar days of Client's receipt of invoice. Any research required by Client in order to respond to questions raised regarding invoices shall be billable to Client at Engineer's standard hourly rates, if such questions are not raised within such ten calendar (10) day period.

- 7.3. Timely payment to Engineer in accordance with the Terms and Conditions of this Agreement is a material consideration of this Agreement. Therefore, Client's failure to make payments in accordance with this Agreement shall constitute substantial nonperformance and a cause for termination by Engineer. If the Client fails to make payment when due Engineer for services and expenses, Engineer may, at its option and without prejudice to its right to terminate as described above, upon seven days written notice to the Client, suspend performance under this Agreement. Unless payment in full is received by Engineer within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of performance, Engineer shall have no liability to Client for delay or damages caused Client because of such suspension of performance. Client shall hold harmless, indemnify, and defend Engineer for claims that arise due to any suspension.
- 7.4. It is further agreed that in the event a lien or suit is filed to enforce payment under this Agreement, Engineer will be reimbursed by Client for all court costs and reasonable attorney's fees in addition to accrued service charges.
- 7.5. Unless the compensation identified in this Agreement is specifically identified as a lump sum, the amounts set forth as the "Total Fee" shall constitute Engineer's best estimate of the services required to complete the project as Engineer understands it to be defined and does not constitute a not to exceed limit on Engineer's compensation. Furthermore, for those projects involving conceptual or process development work, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in direction, additional effort, or suspension of effort, which may alter the scope. Engineer will inform Client of such situation so that negotiations relating to a change in scope and an adjustment to the time of performance can be accomplished as required. If such change, additional effort, or suspension of effort results in an increase or decrease in the cost of or time required for performance of the services, whether or not changed by any change order, an equitable adjustment shall be made and this Agreement modified accordingly.

## 8. ASSIGNS

- 8.1. Neither Client nor Engineer may delegate, assign, or sublet, or transfer his duties or interest in this Agreement without written consent of the other party. Such consent shall not be unreasonably withheld. Under no circumstances may Client assign any claim arising under this Agreement or in connection with Engineer's services.

## 9. LIMITATIONS ON REMEDIES

- 9.1. Client shall promptly report to Engineer any defects or suspected defects in Engineer's services of which Client becomes aware, so that Engineer may take measures to minimize the consequences of such defect. Client warrants that Client will impose a similar notification requirement on all contractors in Client's Client/Contractor contracts and shall require all subcontracts at any level to contain a like requirement. Failure by Client, and/or Client's contractors or subcontractors to so notify Engineer shall relieve Engineer of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given.
- 9.2. If, due to Engineer's negligence, any required item or component of the Project is omitted from the Deliverables, Engineer shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the Project or otherwise adds value or betterment to the Project. In no event, will Engineer be responsible for any cost or expense that provides betterment, upgrade or enhancement of the Project. Client's sole and exclusive remedy for such omission by Engineer shall be for Engineer to perform services necessary to correct omission without charge to Client; provided that where Engineer's fees or reimbursable expenses would have been higher had the omitted item or component been included prior to construction, Engineer shall be entitled to such increased fees and reimbursable expenses.
- 9.3. Notwithstanding any other provision of this Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of the fault or whether it was committed by Client or Engineer, their employees, agents, sub consultants or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.
- 9.4. Engineer's liability for damages due to breach of contract, error, omission, professional negligence or any other theory of liability will be limited to the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate shall not exceed \$50,000 or two times the Engineer's total fees for services rendered on the Project, whichever is greater. If the Client prefers not to limit Engineer's liability to this sum, Engineer will waive this limitation upon Client's request provided that Client agrees to pay additional consideration for this waiver. Client shall include, for the benefit of Engineer, in all contracts with consultants, contractors, advisers, and others engaged by the Client on the project to perform work related to the professional services rendered by Engineer, a limitation of liability provision containing the foregoing limits of liability for Engineer in a substantially similar form to the foregoing provision.
- 9.5. It is understood that Engineer shall not be held responsible for any errors or omissions on the part of contractor, including, but not limited to, the contractor's failure to adhere to the plans

and specifications regardless of whether or not Engineer is performing observational services. It is understood and agreed that Engineer owes no duty to any contractor to discover such contractor's errors, omissions or other defects in its work or in the work of its subcontractors. The provisions of this Paragraph 9.5 shall be included in the contract between Client and his contractor(s) for this project.

9.6. It is understood and agreed that under no circumstances shall Engineer be liable for any damages except to the extent caused by Engineer's negligence.

9.7. Client and Engineer agree that any cause of action based upon acts or failures to act under this Agreement, whether asserted as a breach of contract, negligence, or other legal cause of action must be instituted within two years of the accrual of a cause of action as set forth herein. Client and Engineer further agree that causes of action between the Parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the two-year statute of limitation shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion, or the date of the issuance of the final project payment for acts or failures to act occurring after Substantial Completion. Substantial Completion is the stage in the progress of the work when the Project or designated portion of the Project is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Project for its intended use.

## 10. INDEMNIFICATION AND ATTORNEYS FEES

10.1. To the fullest extent permitted by law, Client shall indemnify, defend and shall hold harmless Engineer, their parent companies, subsidiaries or affiliates or the predecessors, successors or assigns of same or any of their shareholders, directors, partners, members, officers or employees or such other who may have assisted Engineer in the rendering of its services in connection with Project from and against any and all manner of demands, claims, liabilities, costs and expenses, including, without limitation, reasonable attorney's fees and any other defense costs arising out of any negligent conduct or any breach of any provision of this Agreement (including the failure to include in its contracts with contractors the provision required by Paragraph 21.8), by Client or any individual or entity for whose acts Client is responsible.

10.2. In the event Client is required to defend Engineer under Paragraph 10.1, Engineer shall have the right to counsel of its own choosing.

10.3. In the event that Client institutes suit against Engineer in connection with Project and/or this Agreement and/or the Services and if such suit is dropped or dismissed, or if judgment is rendered for Engineer, Client agrees to reimburse Engineer, or pay directly, any and all costs and any and all other expenses of defense, immediately following dropping or dismissal of the case or immediately upon judgment being rendered on behalf of Engineer.

11. AGENCY REVIEW

- 11.1. Paragon's Scope of Service anticipates submission of Project documents for building code review by governmental agencies. Paragon shall provide its services and the Deliverables described above in accordance with the Standard of Care set forth in Paragraph 4 of these General Contract Terms and Conditions. Because of variations in interpretations and implementation of building code review by various governmental agencies, Paragon does not warrant or guarantee the number of review cycles that will be required by a building code official on any particular Project. Paragon will provide "ordinary and reasonable" review cycles as a basic service. The parties agree, however, that more than two review cycles or corresponding requests for additional data, information and/or clarifications by a building code official to be outside what is "ordinary and reasonable" in the industry. Any reviews or submittals, will be considered an Additional Service entitling Paragon to additional compensation according to the then-current rate schedule.

12. WARRANTY OF AUTHORITY TO SIGN

- 12.1. The person signing this Agreement including the Scope of Services and the General Terms and Conditions warrants that they have full authority to sign as, or on behalf of, Client for whom or for whose benefit that Engineer's services are rendered. If such person does not have such authority, he agrees that he is personally liable for all breaches of this contract and that in any action against him for breach of such warranty a reasonable attorney fee shall be included in any judgment rendered.

13. CHOICE OF LAW

- 13.1. This contract will be construed in accordance with the laws of the Commonwealth of Pennsylvania.

14. DISPUTE RESOLUTION

14.1. MEDIATION

- 14.1.1. Claims, disputes or other matters in question between the parties to this Agreement arising out of or in any way relating to this Agreement, a breach thereof, or work performed under this Agreement shall be subject to and decided by mediation. Such mediation shall be conducted in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect or by private mediation as the parties mutually agree.
- 14.1.2. All claims, counterclaims, disputes, matters in question or other conflicts that arise during the project or after substantial completion, shall be submitted in good faith to non-binding



mediation unless the parties mutually agree otherwise. Mediation shall be initiated within a reasonable time after the basis for the dispute has arisen by submitting a demand for mediation in writing which sets forth in detail the basis for the dispute and the relief sought to the party against whom the claim is brought. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statutes of repose or limitations. A single mediator shall be selected by the parties. Unless otherwise agreed to by the parties, the Mediation shall be conducted in York County, Pennsylvania. Any dispute not resolved within sixty (60) days of the receipt of the written notice required by this section may be resolved through arbitration or litigation at the Engineer's sole and exclusive option.

#### 14.2. ARBITRATION

14.2.1. Except as set forth in Section 14.2.2, Any claim, controversy or dispute arising out of or relating to this contract or contract warranty or the breach thereof which cannot be resolved by mediation shall be settled by arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

14.2.2. Engineer at its sole discretion shall have the right to pursue, initiate, remove or require that any claim, controversy, or dispute including, but not limited to, a claim, controversy or dispute relating to Client's failure to pay Engineer in accordance with the terms and conditions of this Agreement before any Magisterial District Judge or Court having jurisdiction over such a claim, controversy or dispute. The Parties hereby consent to jurisdiction and venue before any Magisterial Judge located in York County, the Court of Common Pleas for York County or the U.S. District Court for the Middle District of Pennsylvania.

#### 15. SEVERABILITY

15.1. In the event that any provisions herein shall be deemed invalid or unenforceable, the other provisions hereof shall remain in full force and effect, and binding upon the parties hereto.

#### 16. MARKETING MATERIALS

16.1. Client agrees that Engineer has authority and permission to utilize Client's name as a Client and general description of the project work or services performed as a reference to other Clients and in Engineer's marketing materials.

17. INTEGRATION

- 17.1. There are no understandings or agreements concerning this Project except as expressly stated in the Scope of Services and General Terms and Conditions.

18. VALIDITY

- 18.1. It is understood and agreed that if this Agreement is not executed by Client or accepted by Client as set forth in Paragraph 1.2 within sixty (60) days of the date on the Proposal, Engineer reserves the right to revise or withdraw the Agreement.

19. THIRD-PARTY BENEFICIARIES

- 19.1. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either Client or Engineer. The obligations of Engineer under this Agreement including the performance of the services set forth in the Scope of Services are solely for the benefit of Client and no third-party is authorized to rely upon such services without the express written approval of Engineer.

20. WAIVER OF SUBROGATION

- 20.1. Except to the extent that such waiver would invalidate the applicable insurance coverage, Client and Engineer waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by property insurance during construction, except such rights as they may have to the proceeds of such insurance. Client and Engineer each shall require similar waivers from their contractors, consultants and agents.

21. MISCELLANEOUS PROVISIONS

- 21.1. Opinions of Probable Construction Cost - If Engineer is expressly required under the Scope of Services, or is otherwise requested in writing, to provide any services relating to the preparation of an estimate of probable construction cost or any other cost estimate, then such services shall be governed by the following limitations. Engineer's opinions of probable construction cost are to be made on the basis of Engineer's experience and qualifications as an engineer and represent Engineer's best judgment as an experienced and qualified design professional generally familiar with the industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Client wishes greater assurance as to probable construction cost, Client shall employ an independent cost estimator.

- 21.2. Investigations - Engineer shall have no obligation to perform any investigation of hidden conditions, inspection or destructive testing at the site. Engineer shall be permitted to rely on such as-built information supplied by Client or Client's consultants without independent evaluation or verification.
- 21.3. Cooperation - Engineer shall cooperate and coordinate the performance of its services with Client's designee. Engineer shall take reasonable direction, within the scope of the services contemplated by this Agreement, from Client's designee and shall be entitled to rely upon any information or direction received from such designee in carrying out the Project without independent verification. Client or his designee shall examine documents submitted by Engineer and shall render decisions pertaining thereto, promptly, to avoid unreasonable delay in the progress of Engineer's services. Engineer shall be entitled to an equitable increase in compensation in the event it is required to revise any drawings and/or specifications or other documents after they have been approved by Client or his designee.
- 21.4. Interpretation of Documents - Client shall consult with Engineer before issuing interpretations, clarifications or answers to request for information of those portions of the drawings, specifications, or other documents prepared by Engineer.
- 21.5. Other Consultant's - Engineer shall be advised by Client of the identity of any other consultants participating in Project and of the scope of their services. Engineer shall be entitled to a copy of each consultant's contract for the Project.
- 21.6. Coordination of Other Consultants - Client shall at all times ensure, to his best efforts, that the work of other consultants is coordinated with that of Engineer and that Engineer is not delayed in rendering services as a result of the conduct of other consultants.
- 21.7. Insurance - Client agrees to require all other consultants to secure and maintain professional liability, workers compensation and general liability insurance in amounts not less than those maintained by Engineer. Client shall also require any contractor whose work shall involve the use of the documents prepared by Engineer to maintain workers compensation insurance as statutorily required and general liability insurance in an amount not less than Two Million Dollars (\$2,000,000) per occurrence and to name the Engineer as an additional insured on such general liability insurance policy. Client shall require contractor provide Engineer with a Certificate of Insurance. Client shall require its other consultants and contractors to maintain occurrence based insurance coverages until final completion of the project and to maintain claims made insurance coverages for a period of three years following final completion of the project.

- 21.8. Contractor Waiver of Claims - Client agrees to include in all of its contracts with any and all contractors performing work with regard to the project the following provision: "Contractor agrees that any procedures set forth in this Agreement for adjustment of contract time, contract price or for determining whether any payments or damages are due contractor, including any limitations on the types and amounts of damages, costs or expenses which may be recovered are exclusive and will control. Contractor's exclusive remedy for the recovery of any such costs, expenses or damages is as provided under this Agreement, even if this Agreement provides for waiver of recovery of such costs, expenses or damages. Contractor further agrees that it expressly waives any claims or causes of action against Engineer to recover any costs or expenses incurred, or damages sustained, in connection with the Project under any theory of law including negligence and negligent misrepresentation, except to the extent that such damages resulted from personal injury or property damage. Engineer is an intended third-party beneficiary of this provision."
- 21.9. Hazardous Materials - Engineer has no duty or responsibility to determine or investigate the existence, location, quality, type, or composition of any hazardous materials that may exist at the Project site. The Client acknowledges that to the best of its knowledge, information, and belief, there exist no hazardous materials at the Project site. The discovery of the existence of any hazardous materials at the site that would in any way affect either the performance of this contract by the Engineer, or the terms of any construction documents to be prepared by the Engineer under this agreement, shall constitute a change in circumstances pursuant to which the Engineer is entitled to additional compensation as shall be negotiated upon the occurrence of such an event.

END

# Tab AA:

Priority Letter from Rural Development



**Rural Development**

April 10, 2025

Michelle O'Meara  
Branch Chief

Mr. Andrew Davenport  
Yorktown RM Rehab Apartments, LLC  
448 Depot Street  
Christiansburg, VA 24073

Processing and  
Report Review  
Branch 1

Re: Yorktown-Rivermeade, LLC  
Yorktown-Rivermeade II, LLC  
Yorktown-Yorktown Square II, LLC  
Yorktown RM Rehab Apartments, LLC  
Tax Credit Support Letter

Production and  
Preservation Division

Multifamily Housing

Dear Mr. Davenport,

This letter is to confirm that you have informed the Rural Housing Service (RHS) of your intention to transfer the ownership of Yorktown-Rivermeade, LLC, Yorktown-Rivermeade II, LLC and Yorktown-Yorktown Square II, LLC to Yorktown RM Rehab Apartments, LLC, if it is determined eligible by RHS. We understand that you will apply for Federal Low-Income Housing Tax Credits from the Virginia Housing Development Authority in order to acquire and rehabilitate the property.

The RHS outstanding loan balance as of today is \$1,019,663.58 for Yorktown-Rivermeade, LLC 177538023-01-6, \$831,623.58 for Yorktown-Rivermeade II, LLC 476854269-02-1, and \$516,664.19 for Yorktown-Yorktown Square II, LLC 396090769-01-9. This loan balance is subject to change at the time of the transfer and it will be set at new rates and terms. As of today, our current interest rate is 5.0%. Under current program parameters, this would be reduced to the below market 1.00% interest credit rate should all other components of the transaction be deemed acceptable by RHS. Based upon the economic useful life of the property, the term may be up to 30 years with an amortization period of up to 50 years.

The above referenced project appears to be feasible, subject to the submission and review of a complete application, underwriting of the transaction, and completion and concurrence of all required due diligence items. At closing, the new borrower will be required to execute a new restricted use provision and the property will be required to operate in accordance with 7 CFR part 3560 - Direct Multi-Family Housing Loans and Grants.

If you have any questions regarding the above, please feel free to contact Megan Riley, Finance and Loan Analyst, at (910) 748-5571 or email at [megan.riley@usda.gov](mailto:megan.riley@usda.gov).

Sincerely,

**MICHELLE  
O'MEARA**

Digitally signed by  
MICHELLE O'MEARA  
Date: 2025.04.21  
09:58:33 -04'00'

Michelle O'Meara  
Branch Chief

# **TAB AB:**

Social Disadvantage Certification

Not Applicable