
2026 Federal Low Income Housing Tax Credit Program for Virginia

Application For Reservation

Deadline for Submission

9% Competitive Credits

Applications and Fees Must Be Received

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

Tax Exempt Bonds

Applications and Fees Must Be Received

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

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



INSTRUCTIONS FOR THE VIRGINIA 2026 LIHTC APPLICATION FOR RESERVATION

This application was prepared using Excel, Microsoft Office 365. Please note that using the active Excel workbook does not eliminate the need to submit the required PDF of the signed hardcopy of the application and related documentation. A more detailed explanation of application submission requirements is provided below and in the Application Manual.

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

Applications For all credits:

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

Please Note:

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

There should be distinct files which should include the following:

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

IMPORTANT:

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

Disclaimer:

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

Entering Data:

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

Please Note:

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

Assistance:

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

Virginia Housing LIHTC Allocation Staff Contact Information

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

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2026 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.

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

VHDA TRACKING NUMBER

2026-TEB-24

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date:

1/14/2026

1. Development Name: Whispering Pines
2. Address (line 1): 2737 Princess Anne Road
 Address (line 2):
 City: Virginia Beach State: VA Zip: 23456
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 Virginia Beach City
5. The site overlaps one or more jurisdictional boundaries. FALSE
 If true, what other City/County is the site located in besides response to #4?
6. Development is located in the census tract of: 454.23
7. Development is located in a **Qualified Census Tract**. FALSE *Note regarding DDA and QCT*
8. Development is located in a **Difficult Development Area**. TRUE
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% |
|--------------|-------------|--------------|
| <u>FALSE</u> | <u>TRUE</u> | <u>FALSE</u> |
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: 2
 Planning District: 23
 State Senate District: 19
 State House District: 98

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

Whispering Pines will be a 200-unit development comprised of 1-, 2-, and 3-bedroom floor plans.

VHDA TRACKING NUMBER

2026-TEB-24

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date:

1/14/2026

17. Local Needs and Support

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

Chief Executive Officer's Name: Patrick A. Duhaney
Chief Executive Officer's Title: City Manager Phone: (757) 385-4181
Street Address: 2401 Courthouse Drive, Municipal Center, Building 1
City: Virginia Beach State: VA Zip: 23456

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

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

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

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

B. RESERVATION REQUEST INFORMATION**1. Requesting Credits From:**

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

or

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

ROUND 1

For Tax Exempt Bonds, where are bonds being issued?

VH

ACTION: Provide Inducement Resolution at TAB Y (if available)**2. Type(s) of Allocation/Allocation Year (skip for TE Credits)**

Definitions of types:

a.

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

b.

Carryforward Allocation means all of the buildings in the development are expected to be placed in service within two years after the end of this calendar year, 2026, but the owner will have more than 10% basis in development before the end of twelve months following allocation of credits. For those buildings, the owner requests a carryforward allocation of 2026 credits pursuant to Section 42(h)(1)(E).**3. Select Building Allocation type:**

New Construction

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

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

FALSE

5. Planned Combined 9% and 4% Developments

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

FALSE

If true, provide name of companion development:

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:**

40

Definition of selection:

Development will be subject to an extended use agreement of 25 additional years after the 15-year compliance period for a total of 40 years.

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: The Silo Apts., LP

Developer Name: Silo Developers, LLC

Contact: M/M ▶ Mr. First: James MI: Last: Noel

Address: 300 32nd Street, Suite 310

City: Virginia Beach St. ▶ VA Zip: 23451

Phone: (757) 965-6200 Ext. Fax:

Email address: jnoel@fgcompanies.com

Federal I.D. No. 393850432 (If not available, obtain prior to Carryover Allocation.)

Select type of entity: ▶ limited partnership Formation State: ▶ Virginia

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

Freddie Fletcher, ffletcher@fgcompanies.com, (757) 287-2888

- ACTION:**
- Provide Owner's organizational documents (e.g. Partnership agreements and chart of ownership structure (Org Chart) **(Mandatory TAB A)**
 - Provide Certification from Virginia State Corporation Commission **(Mandatory TAB B)**
 - Complete the Principals' Previous Participation Certification tabs within this spreadsheet. Include signed in Application PDF.
 - Complete the list LIHTC Developments (Schedule A) tabs within this spreadsheet. Include in Application PDF.

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

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

- c. TRUE 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?

Princedale Apartments (The Fitzgerald)

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: ☒ Deed

Expiration Date:

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**

☒ TRUE

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. ☐ FALSE 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 .

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

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

D. SITE CONTROL

3. Seller Information:

Name: Southern23, LLC and Turning Point Church and Ministries (seller info for Church is in Tab E)

Address: 300 32nd Street, Suite 310

City: Virginia BeachSt.: VirginiaZip: 23451

Contact Person: James NoelPhone: (757) 965-6200

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

TRUE

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

If above statement is TRUE, complete the following:

Principal(s) involved (e.g. general partners, controlling shareholders, etc.)			
Names	Phone	Type Ownership	% Ownership
W. Taylor Franklin	(757) 965-6200	General Partner	50.00%
Wendell C. Franklin	(757) 965-6200	General Partner	50.00%
			0.00%
			0.00%
			0.00%
			0.00%
			0.00%

E. DEVELOPMENT TEAM INFORMATION

Complete the following as applicable to your development team.

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

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

1. Tax Attorney:	J. Conrad Garcia	This is a Related Entity.	FALSE
Firm Name:	Williams Mullen		
Address:	200 S. 10th Street, Suite 1600	Veteran Owned Small Bus?	FALSE
City, State, Zip	Richmond, VA 23219		
Email:	cgarciawilliamsmullen.com	Phone:	(804) 420-6910
2. Tax Accountant:	Nicole Kint	This is a Related Entity.	FALSE
Firm Name:	Eide Bailly LLP		
Address:	150 W. Main Street, Suite 1200	Veteran Owned Small Bus?	FALSE
City, State, Zip	Norfolk, VA 23510		
Email:	nkint@eidebailly.com	Phone:	(757) 664-3468
3. Consultant:		This is a Related Entity.	FALSE
Firm Name:			
Address:		Veteran Owned Small Bus?	FALSE
City, State, Zip		Role:	
Email:		Phone:	
4. Management Entity:	T. Christopher McKee	This is a Related Entity.	TRUE
Firm Name:	Franklin Group		
Address:	300 32nd Street, Suite 310	Veteran Owned Small Bus?	FALSE
City, State, Zip	Virginia Beach, VA 23510		
Email:	cmckee@fgcompanies.com	Phone:	(757) 965-6200
5. Contractor:	Brian Staub	This is a Related Entity.	FALSE
Firm Name:	Marlyn Development Corporation		
Address:	308 35th Street, Suite 101	Veteran Owned Small Bus?	FALSE
City, State, Zip	Virginia Beach, VA 23451		
Email:	bstaub@marlyndv.com	Phone:	(757) 435-1677
6. Architect:	Lawrence Kliewer, Jr.	This is a Related Entity.	FALSE
Firm Name:	Cox, Kliewer & Company, P.C.		
Address:	2533 Virginia Beach Blvd., Riversedge South	Veteran Owned Small Bus?	FALSE
City, State, Zip	Virginia Beach, VA 23452		
Email:	duffk@coxkliewer.com	Phone:	(757) 431-0033

E. DEVELOPMENT TEAM INFORMATION

7. Real Estate Attorney:	Elizabeth Chapman	This is a Related Entity.	FALSE
Firm Name:	Williams Mullen		
Address:	222 Central Park Avenue #1700	Veteran Owned Small Bus?	FALSE
City, State, Zip	Virginia Beach, VA 23462		
Email:	echapman@williamsmullen.com	Phone:	(757) 629-2064
8. Mortgage Banker:		This is a Related Entity.	FALSE
Firm Name:			
Address:		Veteran Owned Small Bus?	FALSE
City, State, Zip			
Email:		Phone:	
9. Other 1:		This is a Related Entity.	FALSE
Firm Name:			
Address:		Veteran Owned Small Bus?	FALSE
City, State, Zip		Role:	
Email:		Phone:	
10. Other 2:		This is a Related Entity.	FALSE
Firm Name:			
Address:		Veteran Owned Small Bus?	FALSE
City, State, Zip		Role:	
Email:		Phone:	
11. Other 3:		This is a Related Entity.	FALSE
Firm Name:			
Address:		Veteran Owned Small Bus?	FALSE
City, State, Zip		Role:	
Email:		Phone:	
12. Other 4:		This is a Related Entity.	FALSE
Firm Name:			
Address:		Veteran Owned Small Bus?	FALSE
City, State, Zip		Role:	
Email:		Phone:	
13. Other 5:		This is a Related Entity.	FALSE
Firm Name:			
Address:		Veteran Owned Small Bus?	FALSE
City, State, Zip		Role:	
Email:		Phone:	

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

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

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

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

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

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

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

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

2. Ten-Year Rule For Acquisition Credits

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

F. REHAB INFORMATION

3. Rehabilitation Credit Information

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

G. NONPROFIT INVOLVEMENT

Applications for 9% Credits - Section 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:

FALSE

a. Be authorized to do business in Virginia.

FALSE

b. Be substantially based or active in the community of the development.

FALSE

c. Materially participate in the development and operation of the development throughout the compliance period (i.e., regular, continuous and substantial involvement) in the operation of the development throughout the Compliance Period.

FALSE

d. Own, either directly or through a partnership or limited liability company, 100% of the general partnership or managing member interest.

FALSE

e. Not be affiliated with or controlled by a for-profit organization.

FALSE

f. Not have been formed for the principal purpose of competition in the Non Profit Pool.

FALSE

g. Not have any staff member, officer or member of the board of directors materially participate, directly or indirectly, in the proposed development as a for profit entity.

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

A. Nonprofit Involvement (All Applicants)

FALSE

There is nonprofit involvement in this development.

(If false, skip to #3.)

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

B. Type of involvement:

FALSE

Nonprofit meets eligibility requirement for points only, not pool.

or

FALSE

Nonprofit meets eligibility requirements for nonprofit pool and points.

C. Identity of Nonprofit (All nonprofit applicants):

The nonprofit organization involved in this development is:



Name:

Contact Person:

Street Address:

City:

State: ▶

Zip:

Phone:

Contact Email:

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

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

0.0%

G. NONPROFIT INVOLVEMENT

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

A. **FALSE** 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:

or indicate true if Local Housing Authority

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.

Do not select if extended compliance is selected on Request Info Tab

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 | 200 | bedrooms | 318 |
| Total number of rental units in development | 200 | bedrooms | 318 |
| Number of low-income rental units | 200 | bedrooms | 318 |
| Percentage of rental units designated low-income | 100.00% | | |
-
- | | | | |
|---------------------------------|-----|----------|-----|
| b. Number of new units: | 200 | bedrooms | 318 |
| Number of adaptive reuse units: | 0 | bedrooms | 0 |
| Number of rehab units: | 0 | bedrooms | 0 |
-
- c. If any, indicate number of planned exempt units (included in total of all units in development) 0
-
- d. Total Floor Area For The Entire Development 262,485.83 (Sq. ft.)
- e. Unheated Floor Area (i.e. Breezeways, Balconies, Storage) 47,457.36 (Sq. ft.)
- f. Nonresidential Commercial Floor Area (Not eligible for funding) 0.00
- g. Total Usable Residential Heated Area 215,028.47 (Sq. ft.)
- h. Percentage of Net Rentable Square Feet Deemed To Be **New Rental Space** 100.00%
- i. Exact area of site in acres 8.550
- j. Locality has approved a final site plan or plan of development. FALSE
If True, Provide required documentation (TAB O).
- k. Requirement as of 2016: Site must be properly zoned for proposed development.
ACTION: Provide required zoning documentation (MANDATORY TAB G)
- l. Development is eligible for Historic Rehab credits FALSE

Definition:

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

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

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

Unit Type	Average Sq Foot		# of LIHTC Units	Total Rental Units
1 Story Eff - Elderly	0.00	SF	0	0
1 Story 1BR - Elderly	0.00	SF	0	0
1 Story 2BR - Elderly	0.00	SF	0	0
Eff - Elderly	0.00	SF	0	0
1BR Elderly	0.00	SF	0	0
2BR Elderly	0.00	SF	0	0
Eff - Garden	0.00	SF	0	0
1BR Garden	867.82	SF	98	98
2BR Garden	1241.64	SF	86	86
3BR Garden	1450.47	SF	16	16
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
			200	200

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)
- b. Age of Structure: years
- c. Maximum Number of stories:

d. The development is a scattered site development.

e. Commercial Area Intended Use:

f. Development consists primarily of :

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

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

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

h. Development contains an elevator(s).

If true, # of Elevators.

Elevator Type (if known)

H. STRUCTURE AND UNITS INFORMATION

- i. Roof Type ▶ Pitched
- j. Construction Type ▶ Frame
- k. Primary Exterior Finish ▶ Fiber Cement Siding

4. Site Amenities (indicate all proposed)

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

l. Describe Community Facilities: pool, club room, fitness center

m. Number of Proposed Parking Spaces 329

Parking is shared with another entity FALSE

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

If True, Provide required documentation (TAB K2).

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

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

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

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

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

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

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

J. ENHANCEMENTS

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

- 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 report should be completed for the whole development and not an individual unit.

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

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

ACTION: Provide Internet Safety Plan and Resident Information Form (Tab W) if corresponding options selected 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.
- 21.00%** b1. Percentage of brick covering the exterior walls.
- 18.00%** 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.
- TRUE** 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.
- FALSE** h. Rehab Only: Each unit is provided with the necessary infrastructure for high-speed internet/broadband service where it does not already exist.
- 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
- FALSE** 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 Tab F.
- TRUE** 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:

- | | | | |
|---------------------------------------|---|---------------------------------------|--|
| ☐ TRUE | Earthcraft Gold or higher certification | ☐ FALSE | National Green Building Standard (NGBS) certification of Silver or higher. |
| ☐ FALSE | LEED Certification | ☐ FALSE | 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.
- b. Number of Rental Units constructed to meet Virginia Housing's Universal Design standards:
0% of Total Rental Units

No Market Units listed on Structure 1a.

4.



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

Utilities	Enter Allowances by Bedroom Size				
	0-BR	1-BR	2-BR	3-BR	4-BR
Heating	0	11	15	17	0
Air Conditioning	0	4	6	8	0
Cooking	0	4	5	5	0
Lighting	0	29	36	41	0
Hot Water	0	11	15	19	0
Water	0	16	24	32	0
Sewer	0	39	54	69	0
Trash	0	0	0	0	0
Total utility allowance for costs paid by tenant	\$0	\$114	\$155	\$191	\$0

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

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

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)

FALSE

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.

 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 tenants that are homeless or at risk of homelessness?

FALSE

Action: Provide Permanent Supportive Housing Certification (Tab S)

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

FALSE

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

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

K. SPECIAL HOUSING NEEDS**3. Leasing Preferences**

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

Organization which holds waiting list: Virginia Beach Housing & Neighborhood Preservation

Contact person: Ruth Hill

Title: Director of Housing & Neighborhood Preservation

Phone Number: (757) 385-5752

Action: Provide required notification documentation (TAB L)

- b. Leasing preference will be given to individuals and families with children. FALSE
(Less than or equal to 20% of the units must have of 1 or less bedrooms).
- c. Specify the number of low-income units that will serve individuals and families with children by providing three or more bedrooms: 16
% of total Low Income Units 8%

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: Jason

Last Name: Drane

Phone Number: (757) 965-6200

Email: jdrane@fgcompanies.com

K. SPECIAL HOUSING NEEDS**5. Rental Assistance**

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

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

FALSE RD 515 Rental Assistance

FALSE Section 8 Vouchers

*Administering Organization: _____

FALSE State Assistance

*Administering Organization: _____

FALSE Other: _____

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

FALSE

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

0

d. Number of units receiving assistance:

0

How many years in rental assistance contract?

Expiration date of contract:

There is an Option to Renew.

FALSE

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

6. Public Housing Revitalization

Is this development replacing or revitalizing Public Housing Units?

FALSE

If so, how many existing Public Housing units?

0

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

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

a. Units Provided Per Household Type:

Income Levels		
# of Units	% of Units	
0	0.00%	20% Area Median
0	0.00%	30% Area Median
0	0.00%	40% Area Median
0	0.00%	50% Area Median
200	100.00%	60% Area Median
0	0.00%	70% Area Median
0	0.00%	80% Area Median
0	0.00%	Market Units
200	100.00%	Total

Rent Levels		
# of Units	% of Units	
0	0.00%	20% Area Median
0	0.00%	30% Area Median
0	0.00%	40% Area Median
0	0.00%	50% Area Median
200	100.00%	60% Area Median
0	0.00%	70% Area Median
0	0.00%	80% Area Median
0	0.00%	Market Units
200	100.00%	Total

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

20-30% Levels ☐ FALSE 40% Levels ☐ FALSE 50% levels ☐ FALSE

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

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

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

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

	Unit Type (Select One)	Rent Target (Select One)	Number of Units	# of Units 504 compliant	Net Rentable Square Feet	Monthly Rent Per Unit	Total Monthly Rent
Mix 1	1 BR - 1 Bath	60% AMI	89		757.25	\$1,084.00	\$96,476
Mix 2	1 BR - 1 Bath	60% AMI	5		788.87	\$1,084.00	\$5,420
Mix 3	1 BR - 1 Bath	60% AMI	4		757.25	\$1,084.00	\$4,336
Mix 4	2 BR - 2 Bath	60% AMI	57		1087.02	\$1,283.00	\$73,131
Mix 5	2 BR - 2 Bath	60% AMI	11		1244.47	\$1,283.00	\$14,113
Mix 6	2 BR - 2 Bath	60% AMI	13		1151.10	\$1,283.00	\$16,679
Mix 7	2 BR - 2 Bath	60% AMI	5		1087.02	\$1,283.00	\$6,415
Mix 8	3 BR - 2 Bath	60% AMI	3		1261.28	\$1,471.00	\$4,413
Mix 9	3 BR - 2 Bath	60% AMI	9		1271.75	\$1,471.00	\$13,239
Mix 10	3 BR - 2 Bath	60% AMI	3		1536.84	\$1,471.00	\$4,413

L. UNIT DETAILS

Mix 11	3 BR - 2 Bath	60% AMI	1	1261.28	\$1,471.00	\$1,471
Mix 12						\$0
Mix 13						\$0
Mix 14						\$0
Mix 15						\$0
Mix 16						\$0
Mix 17						\$0
Mix 18						\$0
Mix 19						\$0
Mix 20						\$0
Mix 21						\$0
Mix 22						\$0
Mix 23						\$0
Mix 24						\$0
Mix 25						\$0
Mix 26						\$0
Mix 27						\$0
Mix 28						\$0
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Mix 30						\$0
Mix 31						\$0
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Mix 37						\$0
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Mix 58						\$0
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Mix 60						\$0
Mix 61						\$0
Mix 62						\$0
Mix 63						\$0
Mix 64						\$0
Mix 65						\$0
Mix 66						\$0
Mix 67						\$0

L. UNIT DETAILS

Mix 68							\$0
Mix 69							\$0
Mix 70							\$0
Mix 71							\$0
Mix 72							\$0
Mix 73							\$0
Mix 74							\$0
Mix 75							\$0
Mix 76							\$0
Mix 77							\$0
Mix 78							\$0
Mix 79							\$0
Mix 80							\$0
Mix 81							\$0
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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			200	0			\$240,106

Total Units	200	Net Rentable SF:	TC Units	191,518.70
			MKT Units	0.00
			Total NR SF:	191,518.70

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

M. OPERATING EXPENSES**Administrative:**

Use Whole Numbers Only!

1. Advertising/Marketing			\$10,000
2. Office Salaries			\$60,000
3. Office Supplies			\$0
4. Office/Model Apartment	(type)		\$0
5. Management Fee			\$88,914
3.00% of EGI	\$444.57	Per Unit	
6. Manager Salaries			\$100,000
7. Staff Unit (s)	(type)		\$0
8. Legal			\$10,000
9. Auditing			\$10,000
10. Bookkeeping/Accounting Fees			\$0
11. Telephone & Answering Service			\$0
12. Tax Credit Monitoring Fee			\$3,800
13. Miscellaneous Administrative			\$25,000
Total Administrative			\$307,714

Utilities

14. Fuel Oil		\$0
15. Electricity		\$40,000
16. Water		\$75,000
17. Gas		\$0
18. Sewer		\$75,000
Total Utility		\$190,000

Operating:

19. Janitor/Cleaning Payroll		\$0
20. Janitor/Cleaning Supplies		\$0
21. Janitor/Cleaning Contract		\$0
22. Exterminating		\$0
23. Trash Removal		\$20,000
24. Security Payroll/Contract		\$20,000
25. Grounds Payroll		\$0
26. Grounds Supplies		\$0
27. Grounds Contract		\$0
28. Maintenance/Repairs Payroll		\$75,000
29. Repairs/Material		\$0
30. Repairs Contract		\$110,000
31. Elevator Maintenance/Contract		\$0
32. Heating/Cooling Repairs & Maintenance		\$0
33. Pool Maintenance/Contract/Staff		\$0
34. Snow Removal		\$0
35. Decorating/Payroll/Contract		\$0
36. Decorating Supplies		\$0
37. Miscellaneous		\$50,000
Totals Operating & Maintenance		\$275,000

M. OPERATING EXPENSES**Taxes & Insurance**

38. Real Estate Taxes		\$45,000
39. Payroll Taxes		\$35,250
40. Miscellaneous Taxes/Licenses/Permits		\$0
41. Property & Liability Insurance	\$400 per unit	\$80,000
42. Fidelity Bond		\$0
43. Workman's Compensation		\$0
44. Health Insurance & Employee Benefits		\$0
45. Other Insurance		\$0
Total Taxes & Insurance		\$160,250

Total Operating Expense **\$932,964**

Total Operating Expenses Per Unit **\$4,665** **C. Total Operating Expenses as % of EGI** **31.48%**

Replacement Reserves (Total # Units X \$300 or \$250 New Const./Elderly Minimum) **\$60,000**

Total Expenses **\$992,964**

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

Complete cost column and basis column(s) as appropriate

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

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

Must Use Whole Numbers Only!		Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
Item	(A) Cost	"30% Present Value Credit"		(D)
		(B) Acquisition	(C) Rehab/ New Construction	"70 % Present Value Credit"
1. Contractor Cost				
a. Unit Structures (New)	28,700,000	0	28,700,000	0
b. Unit Structures (Rehab)	0	0	0	0
c. Non Residential Structures	0	0	0	0
d. Commercial Space Costs	0	0	0	0
e. Structured Parking Garage	0	0	0	0
Total Structure	28,700,000	0	28,700,000	0
f. Earthwork	8,300,000	0	8,300,000	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	0	0	0	0
k. Lawns & Planting	200,000	0	200,000	0
l. Engineering	0	0	0	0
m. Off-Site Improvements	300,000	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	0	0	0	0
Total Land Improvements	8,800,000	0	8,500,000	0
Total Structure and Land	37,500,000	0	37,200,000	0
r. General Requirements	1,125,000	0	1,125,000	0
s. Builder's Overhead (2.0% Contract)	750,000	0	750,000	0
t. Builder's Profit (4.5% Contract)	1,687,500	0	1,687,500	0
u. Bonds	0	0	0	0
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
Contractor Costs	\$41,062,500	\$0	\$40,762,500	\$0

Construction cost per unit:**\$205,312.50****MAXIMUM COMBINED GR, OVERHEAD & PROFIT =****\$5,250,000****ACTUAL COMBINED GR, OVERHEAD & PROFIT =****\$3,562,500**

O. PROJECT BUDGET - OWNER COSTS

MUST USE WHOLE NUMBERS ONLY! Item		(A) Cost	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
			"30% Present Value Credit"		(D)
			(B) Acquisition	(C) Rehab/ New Construction	"70 % Present Value Credit"
2. Owner Costs					
a. Building Permit	95,000	0	95,000	0	
b. Architecture/Engineering Design Fee \$6,250 /Unit)	1,250,000	0	1,250,000	0	
c. Architecture Supervision Fee \$0 /Unit)	0	0	0	0	
d. Tap Fees	700,000	0	700,000	0	
e. Environmental	50,000	0	50,000	0	
f. Soil Borings	0	0	0	0	
g. Green Building (Earthcraft, LEED, etc.)	0	0	0	0	
h. Appraisal	12,500	0	0	0	
i. Market Study	12,500	0	12,500	0	
j. Site Engineering / Survey	0	0	0	0	
k. Construction/Development Mgt	200,000	0	10,000	0	
l. Structural/Mechanical Study	0	0	0	0	
m. Construction Loan Origination Fee	25,000	0	25,000	0	
n. Construction Interest (0.0% for 0 months)	1,489,490	0	1,191,592	0	
o. Taxes During Construction	50,000	0	37,500	0	
p. Insurance During Construction	250,000	0	220,000	0	
q. Permanent Loan Fee (0.0%)	382,594				
r. Other Permanent Loan Fees	0				
s. Letter of Credit	100,000	0	100,000	0	
t. Cost Certification Fee	25,000	0	25,000	0	
u. Accounting	50,000	0	0	0	
v. Title and Recording	250,000	0	0	0	
w. Legal Fees for Closing	450,000	0	45,000	0	
x. Mortgage Banker	140,875	0	70,438	0	
y. Tax Credit Fee	191,764				
z. Tenant Relocation	0				
aa. Fixtures, Furnitures and Equipment	250,000	0	167,500	0	
ab. Organization Costs	0				
ac. Operating Reserve	250,000	Warning: Oper. Reserve should be greater than 6 mon Reserves and 6 mon Debt Service			
ad. Soft Costs Contingency	0				
ae. Security	0	0	0	0	
af. Utilities	0	0	0	0	
ag. Supportive Service Reserves	0				

O. PROJECT BUDGET - OWNER COSTS

(1) Other* specify: Demolition	100,000	0	0	0
(2) Other* specify: Pre-Development Interest	250,000	0	0	0
(3) Other* specify: Initial Escrows	250,000	0	0	0
(4) Other* specify: Special Inspections	100,000	0	100,000	0
(5) Other* specify: Additional Inspections	50,000	0	0	0
(6) Other* specify: Soft Cost Contingency	50,000	0	7,500	0
(7) Other* specify: Bridge Loan Interest	950,000	0	950,000	0
(8) Other* specify: Hard Cost Contingency	2,038,125	0	2,038,125	0
(9) Other* specify:	0	0	0	0
Owner Costs Subtotal (Sum 2A..2(10))	\$10,012,848	\$0	\$7,095,155	\$0
Subtotal 1 + 2 (Owner + Contractor Costs)	\$51,075,348	\$0	\$47,857,655	\$0
3. Developer's Fees	4,550,000	0	4,550,000	0
4. Owner's Acquisition Costs				
Land	3,332,000			
Existing Improvements	0	0		
Subtotal 4:	\$3,332,000	\$0		
5. Total Development Costs				
Subtotal 1+2+3+4:	\$58,957,348	\$0	\$52,407,655	\$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:

\$5,260,847

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

\$212 **Meets Limits**
\$556

Proposed Development's Cost per Unit
Applicable Cost Limit per Unit:

\$278,127 **Meets Limits**
\$589,015

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	58,957,348	0	52,407,655	0

2. Reductions in Eligible Basis

a. Amount of federal grant(s) used to finance qualifying development costs

000

b. Amount of nonqualified, nonrecourse financing

000

c. Costs of nonqualifying units of higher quality (or excess portion thereof)

000

d. Historic Tax Credit (residential portion)

000

3. Total Eligible Basis (1 - 2 above)

052,407,6550

4. Adjustment(s) to Eligible Basis (For non-acquisition costs in eligible basis)

a. For QCT or DDA (Eligible Basis x 30%)
State Designated Basis Boosts:

15,722,2970

b. For Revitalization or Supportive Housing (Eligible Basis x 30%)

00

c. For Green Certification (Eligible Basis x 10%)

0

Total Adjusted Eligible basis

68,129,9520

5. Applicable Fraction

100.00000%100.00000%100.00000%

6. Total Qualified Basis
(Eligible Basis x Applicable Fraction)

068,129,9520

7. Applicable Percentage

4.00%4.00%9.00%

8. Maximum Allowable Credit under IRC §42
(Qualified Basis x Applicable Percentage)
(Must be same as BIN total and equal to or less than credit amount allowed)

\$0\$2,725,198\$0

\$2,725,198
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	01/15/26	04/15/26	\$14,300,000	Kia McKee
2. VH REACH	01/15/26	04/15/26	\$10,875,000	Kia McKee
3. VH Taxable	01/15/26	04/15/26	\$3,000,000	Kia McKee
Total Construction Funding:			\$28,175,000	

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

Source of Funds	Date of Application	Date of Commitment	(Whole Numbers only) Amount of Funds	Annual Debt Service Cost	Interest Rate of Loan	Amortization Period IN YEARS	Term of Loan (years)
1. VH Tax-Exempt			\$14,300,000	\$923,436	5.83%	40	40
2. VH REACH			\$10,875,000	\$541,359	3.95%	40	40
3. VH Taxable			\$3,000,000	\$229,754	7.23%	40	40
4. VH TF			\$2,000,000	\$10,000	0.50%	40	40
5. HIEE			\$2,000,000	\$10,000	0.50%	40	40
6.							
7.							
8.							
9.							
10.							
11.							
12.							
13.							
14.							
15.							
16.							
17.							
18.							
19.							
20.							
Total Permanent Funding:			\$32,175,000	\$1,714,549			

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

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

4. Subsidized Funding

	Source of Funds	Date of Commitment	Amount of Funds
1.			
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	\$14,300,000
b.	RD 515	\$0
c.	Section 221(d)(3)	\$0
d.	Section 312	\$0
e.	Section 236	\$0
f.	Virginia Housing REACH Funds	\$10,875,000
g.	HOME Funds	\$0
h.	Choice Neighborhood	\$0
i.	National Housing Trust Fund	\$0
j.	Virginia Housing Trust Fund	\$2,000,000
k.	Other:	\$2,000,000
	HIEE	
l.	Other:	\$0

Market-Rate Loans

a.	Taxable Bonds	\$3,000,000
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

Q. SOURCES OF FUNDSGrants*

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

Grants

c.	State	
d.	Local	
e.	Other:	

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

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

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

25.65%

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

FALSE

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

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

- a. TRUE 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)

i. Requested Annual HOTC Credits	\$0
ii. 10 Year HOTC Credit Amount	\$0
iii. Equity Dollars Per Credit	\$0.000
iv. Percent of ownership entity (repeated from 3b)	99.99000%
v. HOTC Credit Net	\$0

c. Equity that Sponsor will Fund:

i. Cash Investment	\$0
ii. Contributed Land/Building	\$0
iii. Deferred Developer Fee	\$3,073,126 (Note: Deferred Developer Fee cannot be negative.)
v. Other:	\$0

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

Equity Total \$3,073,126

2. Equity Gap Calculation

a. Total Development Cost	\$58,957,348
b. Total of Permanent Funding, Grants and Equity	- \$35,248,126
c. Equity Gap	\$23,709,222
d. Developer Equity	- \$2,374
e. Equity gap to be funded with low-income tax credit proceeds	\$23,706,848

3. Syndication Information (If Applicable)

a. Actual or Anticipated Name of Syndicator:	▶ Townebank				
Contact Person:	Anne Conner	Phone:	(757) 288-4837		
Street Address:	1510 Quarterpath Road				
City:	Williamsburg	State:	Virginia	Zip:	23185

b. Syndication Equity

i. Anticipated Annual Credits	\$2,725,198.00
ii. Equity Dollars Per Credit (e.g., \$0.85 per dollar of credit)	\$0.870
iii. Percent of ownership entity (e.g., 99% or 99.9%)	99.99000%
iv. Syndication costs not included in Total Development Costs (e.g., advisory fees)	\$0
v. Net credit amount anticipated by user of credits	\$2,724,925
vi. Total to be paid by anticipated users of credit (e.g., limited partners)	\$23,706,848

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

4. Net Syndication Amount

Which will be used to pay for Total Development Costs

\$23,706,848

5. Net Equity Factor

86.9999865033%

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			\$58,957,348
2. Less Total of Permanent Funding, Grants and Equity	-		\$35,248,126
3. Equals Equity Gap			\$23,709,222
4. Divided by Net Equity Factor (Percent of 10-year credit expected to be raised as equity investment)			86.9999865033%
5. Equals Ten-Year Credit Amount Needed to Fund Gap			\$27,251,984
Divided by ten years			10
6. Equals Annual Tax Credit Required to Fund the Equity Gap			\$2,725,198
7. Maximum Allowable Credit Amount (from Eligible Basis Calculation)			\$2,725,198
8. Requested Credit Amount		For 30% PV Credit:	\$2,725,198
		For 70% PV Credit:	\$0
Credit per LI Units	\$13,625.9900	Combined 30% & 70% PV Credit Requested	
Credit per LI Bedroom	\$8,569.8050		
			\$2,725,198

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	\$240,106
Plus Other Income Source (list): <u>App fees, pet fees, water & sewer rimb.</u>	<u>\$19,875</u>
Equals Total Monthly Income:	<u>\$259,981</u>
Twelve Months	x12
Equals Annual Gross Potential Income	<u>\$3,119,772</u>
Less Vacancy Allowance <u>5.0%</u>	<u>\$155,989</u>
Equals Annual Effective Gross Income (EGI) - Low Income Units	<u>\$2,963,783</u>

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

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

a. Annual EGI Low-Income Units	\$2,963,783
b. Annual EGI Market Units	\$0
c. Total Effective Gross Income	\$2,963,783
d. Total Expenses	\$992,964
e. Net Operating Income	\$1,970,819
f. Total Annual Debt Service	\$1,714,549
g. Cash Flow Available for Distribution	\$256,270

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

	Stabilized Year 1	Year 2	Year 3	Year 4	Year 5
Eff. Gross Income	2,963,783	3,023,059	3,083,520	3,145,191	3,208,094
Less Oper. Expenses	992,964	1,022,753	1,053,436	1,085,039	1,117,590
Net Income	1,970,819	2,000,306	2,030,085	2,060,152	2,090,505
Less Debt Service	1,714,549	1,714,549	1,714,549	1,714,549	1,714,549
Cash Flow	256,270	285,757	315,536	345,603	375,956
Debt Coverage Ratio	1.15	1.17	1.18	1.20	1.22

	Year 6	Year 7	Year 8	Year 9	Year 10
Eff. Gross Income	3,272,256	3,337,701	3,404,456	3,472,545	3,541,996
Less Oper. Expenses	1,151,117	1,185,651	1,221,220	1,257,857	1,295,593
Net Income	2,121,139	2,152,051	2,183,235	2,214,688	2,246,403
Less Debt Service	1,714,549	1,714,549	1,714,549	1,714,549	1,714,549
Cash Flow	406,590	437,502	468,686	500,139	531,854
Debt Coverage Ratio	1.24	1.26	1.27	1.29	1.31

	Year 11	Year 12	Year 13	Year 14	Year 15
Eff. Gross Income	3,612,835	3,685,092	3,758,794	3,833,970	3,910,649
Less Oper. Expenses	1,334,461	1,374,494	1,415,729	1,458,201	1,501,947
Net Income	2,278,375	2,310,598	2,343,065	2,375,769	2,408,702
Less Debt Service	1,714,549	1,714,549	1,714,549	1,714,549	1,714,549
Cash Flow	563,826	596,049	628,516	661,220	694,153
Debt Coverage Ratio	1.33	1.35	1.37	1.39	1.40

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

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

Documentation to support vacancy rate of less than 7%

Property		Nov - 2024	Dec - 2024	Jan - 2025	Feb - 2025	Mar - 2025	Apr - 2025	May - 2025	Jun - 2025	Jul - 2025	Aug - 2025	Sep - 2025	Oct - 2025	Nov - 2025	Dec - 2025	Jan - 2026
200 West I	Occupancy %	95.4%	95.4%	96.1%	96.1%	95.4%	95.4%	96.7%	97.4%	98.0%	97.4%	96.7%	95.4%	97.4%	97.4%	97.4%
	Leased %	95.4%	96.7%	96.1%	96.1%	95.4%	96.7%	98.0%	97.4%	98.0%	96.7%	96.1%	100.0%	100.0%	100.0%	96.0%
	Vacancy %	4.6%	4.6%	3.9%	3.9%	4.6%	4.6%	3.3%	2.6%	2.0%	2.6%	3.3%	4.6%	2.6%	2.6%	2.6%
200 West II	Occupancy %	86.6%	86.6%	89.3%	89.3%	91.1%	93.8%	94.6%	96.4%	98.2%	99.1%	100.0%	99.1%	97.3%	93.8%	94.6%
	Leased %	87.5%	89.3%	89.3%	91.1%	93.8%	94.6%	97.3%	99.1%	98.2%	100.0%	98.2%	97.3%	98.2%	98.2%	94.6%
	Vacancy %	13.4%	13.4%	10.7%	10.7%	8.9%	6.2%	5.4%	3.6%	1.8%	0.9%	0.0%	0.9%	2.7%	6.2%	5.4%
Elevate 17 I	Occupancy %	100.0%	97.7%	94.5%	98.4%	100.0%	100.0%	100.0%	100.0%	100.0%	99.2%	100.0%	100.0%	98.4%	98.4%	97.7%
	Leased %	97.7%	97.7%	98.4%	100.0%	100.0%	100.0%	100.0%	100.0%	99.2%	99.2%	98.4%	95.3%	97.7%	97.7%	97.7%
	Vacancy %	0.0%	2.3%	5.5%	1.6%	0.0%	0.0%	0.0%	0.0%	0.0%	0.8%	0.0%	0.0%	1.6%	1.6%	2.3%
Elevate 17 II	Occupancy %	98.9%	100.0%	100.0%	97.8%	96.7%	96.7%	96.7%	96.7%	100.0%	97.8%	95.7%	100.0%	96.7%	94.6%	95.7%
	Leased %	100.0%	98.9%	95.7%	96.7%	96.7%	100.0%	100.0%	98.9%	100.0%	100.0%	100.0%	100.0%	100.0%	97.8%	94.6%
	Vacancy %	1.1%	0.0%	0.0%	2.2%	3.3%	3.3%	3.3%	3.3%	0.0%	2.2%	4.3%	0.0%	3.3%	5.4%	4.3%
Renaissance I	Occupancy %	94.8%	94.8%	94.8%	94.8%	94.8%	94.8%	95.6%	94.8%	94.8%	95.6%	94.8%	95.6%	94.8%	96.9%	97.9%
	Leased %	94.8%	94.8%	94.8%	94.8%	94.8%	95.6%	90.6%	91.7%	100.0%	99.0%	100.0%	99.0%	99.0%	99.0%	99.0%
	Vacancy %	5.2%	5.2%	5.2%	5.2%	5.2%	5.2%	4.2%	5.2%	5.2%	4.2%	5.2%	3.1%	4.2%	3.1%	2.1%
Renaissance II	Occupancy %	89.6%	93.8%	94.8%	95.8%	95.8%	96.9%	99.0%	100.0%	100.0%	99.0%	99.0%	96.9%	97.9%	95.8%	96.9%
	Leased %	93.8%	94.8%	95.8%	95.8%	96.9%	99.0%	100.0%	100.0%	100.0%	94.8%	99.0%	99.0%	99.0%	100.0%	95.8%
	Vacancy %	10.4%	6.2%	5.2%	4.2%	4.2%	3.1%	1.0%	0.0%	0.0%	1.0%	1.0%	3.1%	2.1%	4.2%	3.1%

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).

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

Bldg #	BIN if known	TAX CREDIT UNITS	MARKET RATE UNITS	Please help us with the process: DO NOT use the CUT feature DO NOT SKIP LINES BETWEEN BUILDINGS				30% Present Value Credit for Acquisition				30% Present Value Credit for Rehab / New Construction				70% Present Value Credit			
				Street Address 1	Street Address 2	City	State	Zip	Estimate Qualified Basis	Anticipated In-Service Date	Applicable Percentage	Credit Amount	Estimate Qualified Basis	Anticipated In-Service Date	Applicable Percentage	Credit Amount	Estimate Qualified Basis	Anticipated In-Service Date	Applicable Percentage
1.		27		2737 Princess Anne Road		Virginia Beach	VA	23456		\$0	\$9,197,544				\$0				\$0
2.		30		2737 Princess Anne Road		Virginia Beach	VA	23456		\$0	\$10,219,493				\$0				\$0
3.		40		2737 Princess Anne Road		Virginia Beach	VA	23456		\$0	\$13,625,990				\$0				\$0
4.		40		2737 Princess Anne Road		Virginia Beach	VA	23456		\$0	\$13,625,990				\$0				\$0
5.		33		2737 Princess Anne Road		Virginia Beach	VA	23456		\$0	\$11,241,442				\$0				\$0
6.		30		2737 Princess Anne Road		Virginia Beach	VA	23456		\$0	\$10,219,493				\$0				\$0
7.										\$0					\$0				\$0
8.										\$0					\$0				\$0
9.										\$0					\$0				\$0
10.										\$0					\$0				\$0
11.										\$0					\$0				\$0
12.										\$0					\$0				\$0
13.										\$0					\$0				\$0
14.										\$0					\$0				\$0
15.										\$0					\$0				\$0
16.										\$0					\$0				\$0
17.										\$0					\$0				\$0
18.										\$0					\$0				\$0
19.										\$0					\$0				\$0
20.										\$0					\$0				\$0
21.										\$0					\$0				\$0
22.										\$0					\$0				\$0
23.										\$0					\$0				\$0
24.										\$0					\$0				\$0
25.										\$0					\$0				\$0
26.										\$0					\$0				\$0
27.										\$0					\$0				\$0
28.										\$0					\$0				\$0
29.										\$0					\$0				\$0
30.										\$0					\$0				\$0
31.										\$0					\$0				\$0
32.										\$0					\$0				\$0
33.										\$0					\$0				\$0
34.										\$0					\$0				\$0
35.										\$0					\$0				\$0
200		0 If development has more than 35 buildings, contact Virginia Housing.																	
Totals from all buildings										\$0	\$68,129,952	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Number of BINS: 6

V. STATEMENT OF OWNER

The undersigned hereby acknowledges the following:

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

V. STATEMENT OF OWNER

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

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

Legal Name of Owner: The Silo Apts., LP

By: The Silo Apts. GP, LLC

Its: General Partner

By:

Its:

Manager

(Title)

By: TFB Enterprises Management, LLC
a Virginia limited liability company,

Manager

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:	Lawrence W. Kliever, Jr.
Virginia License#:	0401005960
Architecture Firm or Company:	Cox, Kliever & Company, P.C.

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: Whispering Pines

Name of Applicant (entity): The Silo Apts., LP

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

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

- “Principal” has the same meaning as defined within the QAP, but as applied to each specific property referenced within this Certification, it excludes individuals and entities whose ownership interest is solely vested in limited partnership interests of the ownership entity.
- “Participant” means all Principals of the Owner who are required to be individually listed within the **organizational chart attached hereto**.

1. All the statements made within this Certification are true, complete and correct to the best of my knowledge and belief and are made in good faith, including the data contained within the organizational charts and any statements attached to this Certification, and I will immediately alert Virginia Housing should I become aware of any information prior to the application deadline which may render my statements herein false or misleading.
2. During any time within the past ten (10) years that any of the Participants were Principals in any multifamily rental property, no mortgagee of any such property declared a default under its mortgage loan or assigned it to the mortgage insurer (governmental or private); no such property was foreclosed upon or dispossessed pursuant to a deed-in-lieu of foreclosure; and no such property received mortgage relief from the mortgagee. For purposes of this statement, "declared a default" refers only to final notices of default issued after the exhaustion of all applicable notice and cure rights.
3. During any time within the last ten (10) years that any of the Participants were a Principal in an owner of multifamily rental property, no such owner was determined to have breached any agreement related to the construction or rehabilitation, use, operation, management or disposition of the property, including removal from a partnership or limited liability company. For the purposes of this statement, "determined to have breached" refers only to determinations made by an independent third-party arbiter or court of law following the expiration of all applicable notice and cure periods and excludes default judgments that have been fully satisfied.
4. No Participant listed in this Certification has been required to turn control of a property over to an investor or been otherwise involuntarily removed as a general partner from the ownership of a multifamily rental property within the past ten (10) years.

5. There are no unresolved material findings of noncompliance resulting from any audits, management reviews, or other governmental investigations performed by (or on behalf of) any state or federal entity, concerning any multifamily rental property in which any of the Participants were Principals at the time of such finding. For the purposes of this statement, a finding is considered resolved if either (a) the state or federal entity issuing the finding has determined that no further action is required to remedy the finding; or (b) the Participant (or entity in which it is a Principal) has entered into a binding agreement with the applicable state or federal entity to address such finding(s) and the Applicant has included with this Certification a copy of such agreement accompanied by a written statement from the state or federal entity verifying that such agreement is not in default and is reasonably expected to be satisfied within (90) days. Any such statement must be addressed to Virginia Housing and dated no more than thirty (30) days prior to submission of the Application.
6. During the past ten (10) years, no Participants were Principals in any multifamily rental property for which payments under any state or federal assistance contract were suspended or terminated. For the purposes of this statement, suspensions and terminations do not include those caused solely by actions or inactions of the state or federal agency, like funding shortages, technical issues, or administrative delays, where the Principals were not at fault.
7. None of the Participants have been convicted of a felony and none are presently the subject of a complaint of indictment charging a felony. A felony is defined as any offense punishable by imprisonment for a term exceeding one year, but does not include any offense classified as a misdemeanor under the laws of a state and punishable by imprisonment of two years or less.
8. No Participant has been suspended, debarred, or otherwise restricted by any federal or state entity from participating in housing programs administered by such entity due to programmatic noncompliance on the part of either the Participant or an entity in which the Participant was a Principal.
9. During the past ten (10) years, (a) no Participant has been the subject of a claim under an employee fidelity bond; and (b) while any Participant was a Principal in an owner of multifamily rental property, no Participant or such related owner defaulted on any obligation secured by a letter of credit or surety or performance bond. For the purposes of this statement, "defaulted" refers only to events where funds were paid by the issuer of a letter of credit or surety or performance bond.
10. No Participant is a Virginia Housing employee or a member of the immediate household of any Virginia Housing employee.
11. No Participant currently holds an ownership interest in a multifamily rental property where construction has stopped for more than 20 consecutive days, unless the stoppage:
 - (a) resulted from events beyond the reasonable control of the property owner that also caused similar delays in comparable projects in the surrounding area (e.g. natural disasters, labor strikes, pandemics, or government-imposed work stoppages); or
 - (b) solely involves work neither contractually required as a condition of tax credit allocation nor required prior to placing in service all residential buildings within such project.

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

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

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

14. No Participants are currently named as a defendant in a civil lawsuit arising out of their ownership or other participation in a multi-family housing development where the amount of damages sought by plaintiffs (i.e., the ad damnum clause) exceeds One Million Dollars (\$1,000,000).

15. No Participant has pursued a Qualified Contract or planned foreclosure in Virginia after January 1, 2019.

Statements above (if any) to which I cannot certify have been deleted by striking through the words. In the case of any such deletion and failure to certify, I have attached the following, which if not provided will automatically disqualify this Application from consideration:

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

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



Signature

W. Taylor Franklin

Printed Name

1/14/2026

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

W.

LIHTC SELF SCORE SHEET**Self Scoring Process**

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

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

MANDATORY ITEMS:

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

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

1. READINESS:

- a. Virginia Housing notification letter to CEO (via Locality Notification Information App)
- b. Local CEO Opposition Letter
- c. Plan of development
- d. Location in a revitalization area based on Qualified Census Tract
- or e. Location in a revitalization area with resolution or by locality
- or f. Location in a Opportunity Zone
- g. Location in a Medium to High level Economic Development Jurisdiction
- h. Location on land owned by Tribal Nation

Y	0 or -50	0.00
N	0 or -25	0.00
N	0 to 10	0.00
N	0 or 10	0.00
N	0 or 15	0.00
N	0 or 15	0.00
N	0 or 5	0.00
N	0 or 15	0.00
Total:		0.00

2. HOUSING NEEDS CHARACTERISTICS:

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

Y	0 or up to 5	5.00
N	0 or 20	0.00
0.00%	Up to 60	0.00
Y	0 or 5	5.00
N	up to 40	0.00
10%	0, 20, 25 or 30	25.00
N	0 or 15	0.00
Y	Up to 20	20.00
Total:		55.00

3. DEVELOPMENT CHARACTERISTICS:

a. Enhancements (See calculations below)			32.60
b. <removed for 2026>			0.00
c. HUD 504 accessibility for 10% of units	N	0 or 20	0.00
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	Y	0 or 10	10.00
Total:			62.60

4. TENANT POPULATION CHARACTERISTICS:

4. TENANT POPULATION CHARACTERISTICS:		Locality AMI	State AMI			
		\$106,500	\$78,100			
a.	Less than or equal to 20% of units having 1 or less bedrooms	N	0 or 15			0.00
b.	<plus> Percent of Low Income units with 3 or more bedrooms	8.00%	Up to 15			0.00
c.	Units with rent and income at or below 30% of AMI and are not subsidized (up to 10% of LI units)	0.00%	Up to 10			0.00
d.	Units with rents at or below 40% of AMI (up to 10% of LI units)	0.00%	Up to 10			0.00
e.	Units in Higher Income Jurisdictions with rent and income at or below 50% of AMI	0.00%	Up to 50			0.00
f.	Units in Higher Income Jurisdictions with rents <= 50% rented to tenants with <= 60% of AMI	0.00%	Up to 25			0.00
or g.	Units in LI Jurisdictions with rents <= 50% rented to tenants with <= 60% of AMI	0.00%	Up to 50			0.00
Total:						0.00

5. SPONSOR CHARACTERISTICS:

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

6. EFFICIENT USE OF RESOURCES:

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

7. BONUS POINTS:

a. Extended Use Restriction beyond 15 year compliance period	25 Years	40 or 70	40.00
or b. Nonprofit or LHA purchase option/ ROFR	N	0 or 60	0.00
or c. Nonprofit or LHA Home Ownership option	N	0 or 5	0.00
d. Combined 9% and 4% Tax Exempt Bond Site Plan	N	10 or 15	0.00
e. RAD or PHA Conversion participation and competing in Local Housing Authority pool	N	0 or 10	0.00
f. Team member with Veteran Owned Small Business Certification	N	up to 10	0.00
g. Commitment to electronic payment of fees	Y	0 or 5	5.00
h. Zero Ready or Passive House certification from prior allocation	N	0 or 20	0.00
Total:			45.00

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

TOTAL SCORE: 207.10

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	15.60
c. LED Kitchen Light Fixtures	2	2.00
d. Cooking surfaces equipped with fire suppression features	2	2.00
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: new infrastructure for high speed internet/broadband	5	0.00
i. Each unit provided free individual high speed internet access	15	0.00
j. USB in kitchen, living room and all bedrooms	1	1.00
k. Rehab only: dedicated space to accept permanent dehumidification system	2	0.00
l. Provides Permanently installed dehumidification system	5	0.00
m. All interior doors within units are solid core	3	0.00
n. Installation of Renewable Energy Electric system	10	0.00
o. New Construction: Balcony or patio	4	4.00

 32.60

All elderly units have:

p. Front-control ranges	1	0.00
q. Independent/suppl. heat source	1	0.00
r. Two eye viewers	1	0.00
s. Shelf or Ledge at entrance within interior hallway	2	0.00
		0.00

Total amenities: 32.60

X.

Development Summary

Summary Information

2026 Low-Income Housing Tax Credit Application For Reservation

Deal Name:	Whispering Pines
-------------------	-------------------------

Cycle Type: 4% Tax Exempt Bonds Credits

Requested Credit Amount: \$2,725,198

Allocation Type: New Construction

Jurisdiction: Virginia Beach City

Total Units 200

Population Target: General

Total LI Units 200

Total Score 207.10

Project Gross Sq Ft: 262,485.83

Owner Contact: James Noel

Green Certified? TRUE

Source of Funds	Amount	Per Unit	Per Sq Ft	Annual Debt Service
Permanent Financing	\$32,175,000	\$160,875	\$123	\$1,714,549
Grants	\$0	\$0		
Subsidized Funding	\$0	\$0		

Uses of Funds - Actual Costs				
Type of Uses	Amount	Per Unit	Sq Ft	% of TDC
Improvements	\$37,500,000	\$187,500	\$143	63.61%
General Req/Overhead/Profit	\$3,562,500	\$17,813	\$14	6.04%
Other Contract Costs	\$0	\$0	\$0	0.00%
Owner Costs	\$10,012,848	\$50,064	\$38	16.98%
Acquisition	\$3,332,000	\$16,660	\$13	5.65%
Developer Fee	\$4,550,000	\$22,750	\$17	7.72%
Total Uses	\$58,957,348	\$294,787		

Income		
Gross Potential Income - LI Units	\$3,119,772	
Gross Potential Income - Mkt Units	\$0	
Subtotal	\$3,119,772	
Less Vacancy %	5.00%	\$155,989
Effective Gross Income	\$2,963,783	

Rental Assistance? FALSE

Expenses		
Category	Total	Per Unit
Administrative	\$307,714	\$1,539
Utilities	\$190,000	\$950
Operating & Maintenance	\$275,000	\$1,375
Taxes & Insurance	\$160,250	\$801
Total Operating Expenses	\$932,964	\$4,665
Replacement Reserves	\$60,000	\$300
Total Expenses	\$992,964	\$4,965

Cash Flow	
EGI	\$2,963,783
Total Expenses	\$992,964
Net Income	\$1,970,819
Debt Service	\$1,714,549
Debt Coverage Ratio (YR1):	1.15

Total Development Costs

Total Improvements	\$51,075,348
Land Acquisition	\$3,332,000
Developer Fee	\$4,550,000
Total Development Costs	\$58,957,348

Proposed Cost Limit/Sq Ft:	\$212
Applicable Cost Limit/Sq Ft:	\$556
Proposed Cost Limit/Unit:	\$278,127
Applicable Cost Limit/Unit:	\$589,015

Unit Breakdown

# of Eff	0
# of 1BR	98
# of 2BR	86
# of 3BR	16
# of 4+ BR	0
Total Units	200

	Income Levels	Rent Levels
	# of Units	# of Units
<=30% AMI	0	0
40% AMI	0	0
50% AMI	0	0
60% AMI	200	200
>60% AMI	0	0
Market	0	0

Income Averaging? TRUE

Extended Use Restriction? 40

Y. Efficient Use of Resources

If the Combined Max Allowable Credits is \$500,000 and the annual credit requested is \$200,000, you are providing a 60% savings for the program. This deal would receive all 100 credit points.

For another example, the annual credit requested is \$300,000 or a 40% savings for the program. Using a sliding scale, the credit points would be calculated by the difference between your savings and the desired 60% savings. Your savings divided by the goal of 60% times the max points of 100. In this example, $(40\%/60\%) \times 100$ or 66.67 points.

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

Combined Max	\$2,725,198
Credit Requested	\$2,725,198
% of Savings	0.00%
Sliding Scale Points	44.5



Tab A:

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

**AGREEMENT OF LIMITED PARTNERSHIP
OF
THE SILO APTS., LP**

THIS AGREEMENT OF LIMITED PARTNERSHIP, made as of the 27th day of January, 2025, by and among the undersigned partners, who hereby organize **THE SILO APTS., LP**, a Virginia limited partnership (the "Partnership") pursuant to the Revised Uniform Limited Partnership Act of Virginia upon the following terms and conditions.

W I T N E S S E T H:

WHEREAS, the undersigned partners desire to organize the Partnership for the purpose of developing, constructing, owning and operating a multi-family apartment project for persons of low and/or moderate income located in the City of Virginia Beach, Virginia.

NOW, THEREFORE, the Partners hereby agree as follows:

1. NAME; PLACE OF BUSINESS AND SPECIFIED OFFICE; REGISTERED AGENT; RECORDS.

The name of the Partnership is **THE SILO APTS., LP**, and the post office address of its principal place of business and specified office is 300 32nd Street, Suite 310, Virginia Beach, Virginia 23451. The name of the registered agent is James W. Noel III, who is a resident of the Commonwealth of Virginia and a member of the Virginia State Bar. The registered agent's post office address is 300 32nd Street, Suite 310, Virginia Beach, Virginia 23451. The Partnership shall keep the following records at its specified office: (i) a current list of the full name and last known business address of each Partner set forth in alphabetical order, (ii) a copy of the Certificate of Limited Partnership and all Certificates of Amendment thereto, together with executed copies of any powers of attorney pursuant to which any Certificate has been executed, (iii) copies of the Partnership's federal, state, and local income tax returns and reports, if any, for the three most recent years, and (iv) copies of any then effective written Partnership Agreements and any financial statements of the Partnership for the three most recent years. Such records are subject to inspection and copying at the reasonable request, and at the expense, of any Partner during ordinary business hours.

2. DEFINITIONS.

The following terms used in this Agreement shall (unless otherwise expressly provided herein or unless the context otherwise requires) have the following respective meanings:

A. Act.

The Revised Uniform Limited Partnership Act of Virginia.

B. Affiliate or Affiliated Persons.

When used with reference to a specified person, (1) any person that, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with the specified person, (2) any person that is an officer of, partner in, or trustee of, or serves in a similar capacity with respect to, the specified person or of which the specified person is an officer, partner or trustee, or with respect to which the specified person serves in a similar capacity, (3) any person that, directly or indirectly, is the beneficial owner of 10% or more of any class of equity securities of, or otherwise has a substantial beneficial interest in, the specified person or of which the specified person is directly or indirectly the owner of 10% or more of any class of equity securities or in which the specified person has a substantial beneficial interest and (4) any spouse or lineal descendant of the specified person.

C. Agreement.

This Agreement of Limited Partnership, as originally executed and as amended from time to time, as the context requires.

D. Capital Account.

As of any date, the aggregate of the Capital Contributions by a Partner or his predecessor in interest, increased by his distributive share of Taxable Income and of Gain from Sale, reduced by his distributive share of Taxable Loss and of Loss from Sale, and by the amount of any distributions of cash to him or by the Gross Asset Value of any property distributed to him. The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts, make-up of deficit capital accounts upon liquidation, and allocations of tax items are intended to comply with Treasury Regulation Section 1.704-1(b), and shall be interpreted and applied in a manner consistent with the Regulations.

E. Capital Calls.

The assessments for additional contributions described in Section 5C.

F. Capital Contributions.

With respect to any Partner, the amount of money (including any Capital Calls) and the initial Gross Asset Value of any property (other than money) contributed to the Partnership with respect to the Interest held by such Partner pursuant to the terms of this Agreement. The principal amount of a promissory note which is not readily traded on an

established securities market and which is contributed to the Partnership by the maker of the note shall not be included in the Capital Contribution of any Partner until the Partnership makes a taxable disposition of the note or until (and to the extent) principal payments are made on the note, all in accordance with Regulations Section 1.704-1(b)(2)(iv)(d)(2).

G. Code.

The Internal Revenue Code of 1986, as amended from time to time.

H. Gain or Loss from Sale.

Any gain or loss for federal income tax purposes resulting from the sale or other disposition of the Project not in the ordinary course of the Partnership's business.

I. General Partner.

The Silo Apts. GP, LLC, a Virginia limited liability company, and such other person or firm as may become General Partner hereunder, or any successors appointed under this Agreement.

J. Gross Asset Value.

With respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows:

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

(2) The Gross Asset Value of all Partnership assets shall be adjusted to equal their respective gross fair market values, as determined by the Partners, as of the following times: (a) the acquisition of an additional interest in the Partnership by any new or existing Partner in exchange for more than a de minimis Capital Contribution; (b) the distribution by the Partnership to a Partner of more than a de minimis amount of property as consideration for an interest in the Partnership; and (c) the liquidation of the Partnership within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g); provided, however, that adjustments pursuant to clauses (a) and (b) above shall be made only if the Partners reasonably determine that such adjustments are necessary or appropriate to reflect the relative economic interests of the Partners in the Partnership;

(3) The Gross Asset Value of any Partnership asset distributed to any Partner shall be the gross fair market value of such asset on the date of distribution; and

(4) The Gross Asset Values of partnership assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Regulations Section 1.704-1(b)(2)(iv)(m); provided, however, that Gross Asset Values shall not be adjusted pursuant this Section 2J(4) to the extent the Partners determine that an adjustment pursuant to Section 2J(2) hereof is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this Section 2J(4). If the Gross Asset Value of an asset has been determined or adjusted pursuant to Section 2J(1), Section 2J(2), or Section 2J(4) hereof, such Gross Asset Value shall thereafter be adjusted by the depreciation taken into account with respect to such asset for purposes of computing Taxable Income or Taxable Loss.

K. Interest.

Generally, a Partner's Interest refers to his percentage set forth on Exhibit A. However, a Partner's Interest includes his Capital Account and percentage set forth on Exhibit A when used in the context of a Partner's ownership rights in the Partnership.

L. Limited Partners.

The original Limited Partners and any persons who are admitted to the Partnership as additional or substituted Limited Partners.

M. Minimum Gain.

As of any date, the excess, if any, of the outstanding principal balance of any nonrecourse debt of the Partnership that is secured by an interest in the Project or any part thereof, over the adjusted basis of the Project to the Partnership.

N. Modified Negative Capital Account.

The deficit balance of a Capital Account, excluding the portion of the deficit that must be restored to the Partnership upon liquidation under Section 5E(7).

O. Net Cash from Operations.

For any taxable year, the excess of cash revenue from the operation of the Project (which may include proceeds from the sale of Partnership property in the ordinary course of business), interest income received during the year, and reserves set aside in prior years and no longer deemed necessary by the General Partner for the Partnership's business, over the sum of (1) development and operating expenses of the Partnership paid in cash during the year, (2) payments made in connection with any loan to the Partnership or any indebtedness secured by a lien on any portion of the Project, and (3) any reasonable reserves, as determined by the General Partner, for

development and operating expenses, the repair, replacement or preservation during the current or subsequent years of any Partnership asset, or for contingencies and unanticipated obligations (including debt service).

P. Net Proceeds from Refinancing.

Net cash realized by the Partnership from the refinancing of indebtedness of the Partnership, reduced by (1) all expenses related to the transactions, (2) the amount applied, at the sole discretion of the General Partner, toward the payment of any indebtedness of the Partnership, and (3) reasonable reserves to satisfy other obligations of the Partnership, as determined by the General Partner.

Q. Net Proceeds from Sale.

Net cash realized by the Partnership from the sale, exchange, condemnation, or other disposition of all or substantially all of the Project or from policies of insurance payable as a result of damage to or destruction of, or defects of title to the Project (to the extent the proceeds exceed (1) the actual or estimated costs of repairing or replacing the Project or other assets damaged or destroyed or curing defects of title, plus all expenses related to the transactions, (2) the amount applied, at the sole discretion of the General Partner, toward the payment of any indebtedness of the Partnership, and (3) reasonable reserves to satisfy other obligations of the Partnership, as determined by the General Partner).

R. Partner.

Partners of all classes.

S. Project.

The property described in Section 3.

T. Taxable Income or Taxable Loss.

The income or loss of the Partnership for federal income tax purposes, including each item of income, gain, loss or deduction, but excluding Gain or Loss from Sale.

3. BUSINESS OF THE PARTNERSHIP.

The business of the Partnership shall be developing, constructing, owning and operating a multi-family apartment project for persons of low and/or moderate income aged 62 and over located in the City of Virginia Beach, Virginia, and engaging in any and all business activities related or incidental thereto.

4. **TERM.**

The Partnership is formed on the date hereof and shall continue in perpetuity, unless terminated in accordance with this Agreement.

5. **PARTNERS AND CAPITAL.**

A. **General Partner: Capital Contributions.**

The name and business address of each general partner is as follows:

The Silo Apts. GP, LLC
300 32nd Street, Suite 310
Virginia Beach, Virginia 23451

The Interest and Capital Contribution of each General Partner is as set forth on Exhibit A.

B. **Limited Partners: Capital Contribution.**

Each Limited Partner, as a Capital Contribution, has contributed to the Partnership the amount set forth on Exhibit A. Upon the execution of the Agreement, each Limited Partner shall have the applicable Interest set forth on Exhibit A. The business addresses of the Limited Partners are as set forth on Exhibit A.

C. **Additional Assessments.**

(1) In addition to the foregoing, the General Partner, in its discretion, may from time to time by notice call for a maximum of \$100.00 for each 1% of interest in additional Capital Contributions in aggregate from the Partners. Within thirty (30) days of notice thereof, each Partner shall contribute the call in proportion to his Interest.

(2) Any Partner who pays more than his proportionate share of a Capital Call, based on his respective Interest of the total required to be paid, shall be entitled to reimbursement from the Partners who have paid less than their proportionate shares.

D. **Default Remedy.**

(1) If a Partner fails to pay any of his Capital Call by the due date therefor, he shall be deemed a Defaulting Partner. The amount in default shall bear interest from the date of default until the date of payment at the prime rate of Wells Fargo Bank, N.A., plus 3% per annum, adjusted and published from time to time. The obligation to pay interest shall be the obligation of the Defaulting Partner only, regardless of whether his Interest is purchased pursuant to this Section.

(2) Upon default, the General Partner may proceed to pursue any and all available legal remedies against the Defaulting Partner to collect the amount due. If a Defaulting Partner remains in default for more than 60 days after the General Partner sends notice of default, the General Partner may, by notice to the Defaulting Partner, cause the Defaulting Partner's entire Interest in the Partnership to be transferred to the other Partners in proportion to their respective Interests. If the General Partner so elects to transfer the Interest of the Defaulting Partner to the other Partners, such transfer shall constitute full payment to the Partnership of all amounts due from the Defaulting Partner. Additionally, the General Partner may offer to sell for the price hereafter specified the entire Interest of the Defaulting Partner, including all profits, losses and distributions attributable to such Interest in the following order, to (i) the non-defaulting Partners, (ii) the Partnership, or (iii) any person not then a Partner, on the terms and conditions hereafter specified.

(3) Any Limited Partner who buys any Interest from a Defaulting Partner shall become a substituted Limited Partner with respect thereto. Any purchaser from a Defaulting Partner who, at the time of purchase, is not a Partner shall, with the consent of the General Partner, become a substituted Limited Partner upon such purchaser's agreeing to be bound by this Agreement.

(4) The purchase price to be paid to the Defaulting Partner shall be the amount of Capital Account attributable to the Interest being purchased as of the date of purchase. Each purchaser shall also pay to the Partnership his share, in proportion to the Interest purchased, of all obligations of the Defaulting Partner, if any, to the Partnership.

(5) Notwithstanding the foregoing, the obligations of the Defaulting Partner to the Partnership shall not be extinguished by any such purchase, but only by, and to the extent of, the Capital Contributions made in his place by the purchaser of his Interest, or by the transfer of the Defaulting Partner's Interest, after notice, as provided in Section 5D(2). If no purchase or transfer occurs, then unless and until the default is cured, any distributions in respect of the Interest of the Defaulting Partner shall be applied first to interest on the defaulted amount, and second to the amount in default.

(6) Notwithstanding any other provisions of this Agreement, the Taxable Income or Taxable Loss attributable to the Defaulting Partner's Interest shall be allocated for tax purposes between the Defaulting Partner and the successor(s) to his Interest on the basis of the number of days each has held the Interest during the taxable year.

E. Additional Provisions on Capital and Obligations of Partners.

(1) A Capital Account shall be established and maintained for each Partner. The Capital Account of a substituted Partner shall include his allocable portion of the Capital Account of the Partner whose Interest he acquired without regard to any basis adjustment under Section 754 of the Code.

(2) No Partner gives up any of his rights to be repaid his Capital Contributions in favor of any other Partner.

(3) No Partner shall be paid interest on his Capital Account.

(4) No Partner shall have the right to demand and receive property other than cash in return of his Capital Contributions.

(5) No Partner shall have the right to demand and receive the return of his Capital Contributions until the termination of the Partnership.

(6) The General Partner shall have no liability or responsibility for the repayment of the capital contributions of any Limited Partner.

(7) The liability of each Limited Partner for the losses, debts, liabilities and obligations of the Partnership shall be limited to his Capital Contributions, his share of additional capital for which he may be assessed, and his share of any undistributed profits of the Partnership.

6. ALLOCATIONS AND DISTRIBUTIONS.

A. Net Cash from Operations.

Net Cash from Operations for any year shall be allocated and distributed among the Partners in proportion to their respective Interests.

B. Taxable Income, Taxable Loss and Credits.

Taxable Income, Taxable Loss and tax credits each year shall be allocated among the Partners in proportion to their respective Interests.

C. Mid-Year Transfers.

Unless otherwise agreed between the transferor and transferee, all Taxable Income or Taxable Loss for a Partnership year allocable to any Interest which has been transferred

during the year shall be allocated between the transferor and transferee in the ratio of the number of days in the year before and after the effective date of the assignment without regard to the dates during the year on which income was earned, losses incurred, or distributions made.

D. Net Proceeds from Refinancing.

Net Proceeds from Refinancing shall be allocated and distributed among the Partners in the following order of priority:

(1) To each partner who has a Capital Account balance greater, in proportion to the aggregate of all capital account balances, than his Interest, in the ratio of the Interests of each such Partner, until the Capital Account balance of each such Partner is the same in proportion to the aggregate of all Capital Account balances as his Interest.

(2) The balance, to the Partners in proportion to their respective Interests.

E. Gain from Sale.

Gain from Sale shall be allocated among the Partners in the following order of priority:

(1) To each Partner who has a negative Capital Account immediately preceding the transaction giving rise to the gain, in the ratio which the negative Capital Account of each bears to the aggregate of all negative Capital Accounts, until all negative Capital Accounts have been increased to zero.

(2) Next, to each Partner who has a Capital Account balance after the adjustment in Section 6E(1) lesser, in proportion to the aggregate of all Capital Account balances, than his Interest, in the ratio of the Interests of each such Partner, until the Capital Account balance of each such Partner is the same in proportion to the aggregate of all Capital Account balances as his Interest.

(3) The balance, to the Partners in proportion to their respective Interests.

F. Loss from Sale.

Loss from Sale shall be allocated among the Partners in the following order of priority:

(1) To each Partner who has a positive Capital Account immediately preceding the transaction giving rise to the loss, in the ratio which the positive Capital Account of

each bears to the aggregate positive Capital Accounts, until each Partner's Capital Account is reduced to zero.

(2) The balance, to the Partners in proportion to their respective Interests.

G. Net Proceeds from Sale.

Net Proceeds from Sale shall be allocated and distributed among the Partners in the proportion that the positive Capital Account of each bears to the aggregate positive Capital Accounts (after the allocations and distributions otherwise provided in this Section) until all Capital Accounts have been reduced to zero; and the balance in proportion to their Interests.

H. Mid-Year Transfers.

All Gain or Loss from Sale and distributions of Net Proceeds from Sale or Net Proceeds from Refinancing allocable to any Interest which has been transferred during the year shall be allocated and distributed, respectively, to the holder of the Interest on the date of the Sale or Refinancing. Gains or Losses attributable to, and Net Proceeds which represent, Net Proceeds not received by the Partnership as cash upon a Sale or Refinancing but which will be received later by the Partnership as a result of an installment or other deferred sale shall be allocated or distributed, as the case may be, to the holder of the Interest on the date the proceeds are received by the Partnership.

I. Minimum Allocation to General Partner.

Notwithstanding anything to the contrary that may be expressed or implied in this Agreement, there shall be allocated to the General Partner at least 1% of every item of income, gain, loss, deduction or credit at all times during the existence of the Partnership.

J. Minimum Gain Charge-back.

(1) Notwithstanding any other provision of this Agreement, if there is a net decrease in the Partnership's Minimum Gain during any Partnership fiscal year, each Partner who would otherwise have a Modified Negative Capital Account at the end of such year shall be specially allocated items of Partnership income and gain for such year (and, if necessary, subsequent years) in an amount and manner sufficient to eliminate such Modified Negative Capital Account as quickly as possible. The items to be so allocated shall be determined in accordance with Treasury Regulation Section 1.704-1(b)(4)(iv)(e). This Section 6J is intended to comply with the minimum gain charge-back requirement in such Section of the Regulations and shall be interpreted consistently therewith.

(2) Notwithstanding any other provision of this Agreement, if there is a net decrease in a Partner's nonrecourse debt minimum gain as defined in Treasury Regulation Section 1.704-2(i)(3) during any Partnership fiscal year, there shall be allocated to such partner items of income and gain in accordance with Treasury Regulation Section 1.704-2(i)(4).

K. Qualified Income Offset.

Except as provided in Section 6J hereof, in the event any Limited Partner unexpectedly received any adjustments, allocations or distributions described in Treasury Regulation Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6), items of Partnership income and gain shall be specifically allocated to each such Limited Partner in an amount and manner sufficient to eliminate, to the extent required by the Regulations, the Modified Negative Capital Account of such Limited Partner as quickly as possible.

L. Tax Allocations: Code Section 704(c).

In accordance with Code Section 704(c) and the Regulations thereunder, income, gain, loss, and deduction with respect to any property contributed to the capital of the Partnership shall, solely for tax purposes, be allocated among the Partners so as to take account of any variation between the adjusted basis of such property to the Partnership for federal income tax purposes and its initial Gross Asset Value of such property.

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

Any elections or other decisions relating to such allocations shall be made by the General Partner in any manner that reasonably reflects the purpose and intention of this Agreement and the requirements of Code Section 704(c). Allocations pursuant to this Section 6L are solely for purposes of federal, state, and local taxes and shall not affect, or in any way be taken into account in computing, any Partner's Capital Account or share of Taxable Income, Taxable Loss, other items, or distributions pursuant to any provision of this Agreement.

7. RIGHTS, POWERS AND DUTIES OF THE GENERAL PARTNER.

A. Rights and Powers of the General Partner.

(1) The General Partner shall have the exclusive right to manage the business of the Partnership, and to make all decisions regarding the business of the Partnership. No Limited Partner (except one who may also be a General Partner, and then only in its capacity as General Partner) shall participate in or have any control over the Partnership business or have any authority or right to act for or bind the Partnership.

(2) Subject to the consent of the Limited Partners when expressly required by this Agreement, the General Partner shall have all the rights and powers of a general partner as provided in the Act and as otherwise provided by law, and any action taken by the General Partner shall constitute the act of and bind the Partnership. The General Partner is granted the right, power and authority to do in the name of, and on behalf of, the Partnership all things which, in its sole judgment, are necessary, proper or desirable to carry out the purposes of the Partnership, including, but not limited to the right, power and authority:

(a) To own, acquire by lease or purchase, develop, maintain, improve, grant options with respect to, sell, convey, assign, mortgage or lease any real estate and any personal property, and to cause to have constructed improvements upon any real property necessary, convenient or incidental to the accomplishment of the purposes of the Partnership.

(b) To execute any and all agreements, contracts, documents, certifications and instruments necessary or convenient in connection with the development, management, maintenance and operation of any properties in which the Partnership has an interest, including without limitation, necessary easements to public or quasi-public bodies or public utilities.

(c) To employ or retain persons, including their or any Limited Partner's Affiliates, to provide property acquisition, management, leasing or other services for the Partnership (it being understood and agreed that the provision of such services does not constitute a part of the duties or obligations of the General Partner as general partner of the Partnership).

(d) To borrow money and issue evidences of indebtedness in furtherance of any or all Partnership purposes, and to secure the same by deed of trust, mortgage, security interest, negative pledge, pledge or other lien or encumbrance on the Project or any other assets of the Partnership.

(e) To repay when due or in advance, in whole or in part, negotiate, refinance, recast, increase, renew, modify or extend any secured or other indebtedness affecting Partnership properties and in connection therewith to execute any extensions, renewals

or modifications of any evidences of indebtedness secured by deeds of trust, mortgages, security interests, pledges or other encumbrances covering such properties.

(f) To engage a real estate broker, whether an Affiliate of theirs or of any Limited Partner or otherwise, to sell or engage in other real estate activities in relation to any Partnership property upon such terms and conditions as are deemed appropriate by the General Partner and in the best interests of the Partnership, and to pay reasonable compensation for such services.

(g) To enter into any kind of activity and to perform and carry out contracts of any kind necessary to, or in connection with, or incidental to the accomplishment of the purposes of the Partnership, so long as those activities and contracts may be lawfully carried on or performed by a limited partnership under applicable laws and regulations.

(h) To lend money to the Partnership, as a creditor of the Partnership and not as an additional capital contribution; provided that any such loan shall be on terms and at an interest rate which are as favorable to the Partnership as those which could have been obtained by it on the same type of loan in the same locality from a lending institution.

(3) Notwithstanding any other provision of this Agreement, the General Partner may not sell all or substantially all of the Project, which shall not include refinancing of any deed of trust indebtedness, without the consent of at least 51% of the Interests owned by all the Partners, including the Interests owned by the General Partner. Upon the receipt of the requisite consent, the General Partner shall be authorized to sell the Project notwithstanding that such act would make it impossible thereafter to carry on the ordinary business of the Partnership, and each Limited Partner shall be deemed to have given his written consent to the specific act.

(4) Each Limited Partner specifically authorizes the General Partner to execute and file any certificate complying with Article 2 of the Act, as it may be amended from time to time.

(5) Any person dealing with the Partnership or the General Partner may rely upon a certificate signed by the Managing General Partner hereinafter named as to:

(a) the identity of the General Partner, the Managing General Partner or a Limited Partner,

(b) the existence or non-existence of any fact or facts which constitute conditions precedent to acts by the General Partner or which in any other manner are germane to the affairs of the Partnership,

(c) the authorization of persons who execute and deliver any instrument or document of the Partnership, or

(d) any act or failure to act by the Partnership or as to any other matter whatsoever involving the Partnership or any Partner.

B. Managing General Partner.

(1) Should the Partnership have more than one General Partner, the General Partners shall have the right, but not the obligation, to designate a Managing General Partner. If so designated, the Managing General Partner shall discharge all of the duties and responsibilities of the General Partners under this Agreement, provided, however, that the agreement of all General Partners shall be required for any contract with the Managing General Partner or an affiliate of the Managing General Partner. The Managing General Partner shall provide for the operation of the Partnership business and shall devote so much of his time thereto as the Managing General Partner, in his sole discretion, shall deem necessary for the Partnership's efficient operation. In the event the General Partners fail to agree as to any matter of Partnership business, that matter will be determined by vote of the Partners owning 51% of the Interests in the Partnership, including the Interests held by the General Partners; provided, however, that the voting by a Limited Partner on a matter as to which the General Partners fail to agree shall not constitute, for purposes of third parties who deal with the Partnership, the participation by such Limited Partner in the control of the business of the Partnership.

(2) The Managing General Partner may bind the Partnership and sign the Partnership's name with the same effect as though all General Partners have signed. No other signatures shall be required and all persons may rely thereon and shall be exonerated from any and all liability if they deal with the Partnership on the basis of documents approved and executed on behalf of the Partnership by the Managing General Partner. The Managing General Partner may act through an agent.

C. Partnership Representative.

(1) Designation and Authority of the Tax Matters Manager. W. Taylor Franklin is designated as the Partnership's "Tax Matters Manager." The Tax Matters Manager is authorized to represent the Partnership in connection with all examinations of the Partnership's affairs by tax authorities or any administrative or judicial tax proceedings with respect to the Partnership, and to expend Partnership funds for professional services and costs associated therewith, and the Partnership 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 Partnership (either on its own behalf or on behalf of the Partners) will contest or continue to contest any tax deficiencies assessed or proposed to be assessed by any tax authority with respect to the Partnership and whether the Partnership will make any elections with respect to any tax assessment or proceeding.

(2) To the extent that the Partnership is an “eligible partnership” (as such term is used in Regulations § 301.6221(b)-1) and is permitted to make an election under Code Section 6221(b) and Regulations § 301.6221(b)-1 (an “Opt-Out Election”), the Partnership shall make an Opt-Out Election on its federal income tax return for each taxable year of the Partnership to elect out of the application of the new partnership audit laws and procedures set forth in Subchapter C of Chapter 63 of Subtitle F of the Code, as modified by Section 1101 of the Bipartisan Budget Act of 2015, Pub. L. No. 114-74, and including any successor statutes thereto or Regulations promulgated or official guidance issued thereunder (the “Partnership Audit Procedures”).

(3) For each taxable year of the Partnership for which no Opt-Out Election is made, the Partnership shall designate, pursuant to Regulations § 301.6223-1 (and any successor Regulations and other applicable guidance) on its United States federal income tax return for each such taxable year of the Partnership, the Tax Matters Manager as the “partnership representative” for the Partnership (the “Partnership Representative”), and shall make such corresponding designations under any corresponding provisions of applicable foreign, state, or local tax law. To the extent that the Tax Matters Manager is not an individual, the Tax Matters Manager shall select any Person to serve as its “designated individual” pursuant to the Partnership Audit Procedures. The Tax Matters Manager, in its capacity as the Partnership Representative, shall (i) determine all matters with respect to any examination of the Partnership by any taxing authority (including, without limitation, the allocation of any resulting taxes, penalties, and interest among the Partners and whether to make an election under Code § 6226 (and any similar provision under applicable foreign, state, or local tax law) with respect to any audit or other examination of the Partnership) and, (ii) notwithstanding anything herein to the contrary, make such elections as it deems appropriate pursuant to the provisions of the Partnership Audit Procedures.

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

(5) At the request of the Partnership Representative, in connection with an adjustment of any item of income, gain, loss, deduction, or credit of the Partnership or any subsidiary entity in which the Partnership has an interest, directly or indirectly, each Partner and former Partner 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 Code § 6225(c) (and any Regulations or official guidance relating thereto, and, if applicable, any corresponding or similar

provisions under state or local law) and pay any tax due with respect to such returns. If the Partnership Representative makes an election for the Partnership pursuant to Code § 6226 with respect to an imputed underpayment, each Partner and former Partner shall, and shall cause its direct and indirect owners, as applicable, to, comply with the requirements under such section (and any Regulations or official guidance relating thereto). At the request of the Partnership Representative, each Partner and former Partner shall, and shall cause its direct and indirect owners, as applicable, to, provide the Partnership Representative and the Partnership with any information available to such Partner or former Partner (or its direct or indirect owners or representatives) and with such representations, certificates, or forms relating to such Partner or former Partner (or its direct or indirect owners or representatives) and any other documentation, in each case, that the Partnership Representative determines, in its reasonable discretion, are necessary to modify an imputed underpayment under Code § 6225(c) or the Regulations or other official guidance thereunder. In the event that any imputed underpayment is paid or payable by the Partnership under Code § 6225(a)(1), each Partner and former Partner shall indemnify the Partnership in an amount equal to such Partner's or former Partner's share (as determined by the Partnership Representative with the advice of the Partnership's tax counsel) of the imputed underpayment and any associated interest and penalties) paid or payable by the Partnership; provided, however, that the Partnership Representative may determine, in its discretion, to allocate the burden of such amount to such Partner without requiring payment by such Partner to the Partnership.

(6) Each Partner's obligations to comply with the requirements of this Section 7(C) shall survive the Partner's transfer of all or any portion of the Partner's interest in the Partnership, otherwise ceasing to be a Partner and/or the termination, dissolution, liquidation, and winding up of the Partnership, to the extent applicable.

(7) Any Person acting as a Tax Matters Manager, Partnership Representative or designated individual pursuant to this Section 7(C) shall, when acting in such capacity, be deemed to be a General Partner for purposes of the Virginia Revised Uniform Limited Partnership Act, and as such their liability shall be eliminated to the same extent as a General Partner's liability is eliminated under this Agreement and they shall be entitled to indemnification to the same extent as a General Partner is entitled to indemnification under this Agreement.

8. RIGHTS AND POWERS OF THE LIMITED PARTNERS.

No Limited Partner shall have or exercise any rights in connection with the management of the Partnership business, but may exercise only the rights and powers of a Limited Partner under the Agreement, including without limitation, the giving of consents and approvals provided for in the Agreement. The exercise of such rights and powers is deemed to be a matter affecting the basic structure of the Partnership and not the control of its business.

9. AUTHORITY OF THE PARTNERS AND AFFILIATED PERSONS TO DEAL WITH THE PARTNERSHIP.

A. Dealings with Affiliates.

The General Partner, in its discretion, may engage any person, firm or corporation in which it, any Partner, or any Affiliate thereof may have an interest, at reasonable and competitive rates of compensation for the performance of any and all services or purchase 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 Partnership or disposing of some or all of its assets; provided, that the compensation or price therefor shall not exceed those prevailing in arm's length transactions by others rendering similar services in comparable transactions as an on-going activity in the same geographical area.

B. Reimbursement for Expenses.

The General Partner shall be entitled to charge the Partnership, or to be reimbursed by the Partnership, for all expenses reasonably incurred by it in connection with Partnership business.

10. AUTHORITY OF THE PARTNERS TO ENGAGE IN OTHER BUSINESS.

Any of the Partners may engage in and/or possess an interest in other business ventures of any nature and description, independently or with others, including but not being limited to, the ownership, financing, leasing, operation, management, brokerage and development of real property; and neither the Partnership nor the Partners shall have any right by virtue of this Agreement in and to any independent venture or to any income or profits derived therefrom. Neither the General Partner nor any Affiliate of the General Partner shall be obligated to present any particular investment opportunity to the Partnership even if such opportunity is of a character which, if presented to the Partnership, could be taken by the Partnership. Neither the General Partner nor any Affiliate of the General Partner shall be obligated to offer to lease or sell, as the case may be, any Partnership property to any person seeking to lease or purchase real property even if the Partnership property is available for lease or sale and is of a character which might be suitable for the purposes of the prospective lessee or purchaser, and they shall have the right to offer to lease or sell to any such person any non-Partnership property held for the account of the General Partner or Affiliate or any other person.

11. BANK ACCOUNTS.

The funds of the Partnership shall be deposited in the name of the Partnership in such bank or savings and loan accounts as may be required, and the General Partner shall arrange for the appropriate conduct of such account.

12. BOOKS OF ACCOUNT, ACCOUNTING PRACTICES, REPORTS AND TAX ELECTIONS.

A. The General Partner shall maintain and keep at the principal office of the Partnership books of account, in which shall be entered fully and accurately each and every transaction of the Partnership. Each Partner shall at all reasonable times have access thereto and the right to inspect and copy.

B. The books shall be kept on the cash receipts and disbursements method or the accrual method, as the General Partner may determine.

C. Any Partner shall have the right to a private audit of the books and records of the Partnership, provided such audit is made at the expense of the Partner desiring it and is made at reasonable times after due notice.

D. Within ninety (90) days after the close of the Partnership accounting year, the General Partner shall send to all Partners an annual report containing a statement of income, expenses and deductions of the Partnership which reflects the Taxable Income or Loss for the year and the allocation thereof to each Partner. The General Partner may also send to all Partners such quarterly, semi-annual or other reports or information, audited or unaudited, as it in its sole discretion may determine to be the best interest of the Partnership.

E. The General Partner is authorized to make or revoke on behalf of the Partnership an election under Section 754 of the Code and any other elections with respect to tax matters it deems advisable.

13. MEETINGS.

Meetings of the Partners shall be held at the principal office of the Partnership or at such other place as is designated, upon call of the General Partner or Limited Partners owning 20% of the Interests then outstanding, upon written notice of at least ten (10) days.

14. INDEMNIFICATION AND EXCULPATION OF GENERAL PARTNER.

A. Indemnification.

The General Partner shall be indemnified and held harmless by the Partnership from any liability resulting from any act performed by it within the scope of the authority conferred upon it by this Agreement, except for acts of gross negligence or willful misconduct or for damages arising from any material misrepresentation; provided, however, that any indemnity under this Article shall be paid out of the Partnership assets only, and no Limited Partner shall have any personal liability therefor.

B. Exculpation.

The General Partner shall not be liable to the Partnership or any other Partners for or as a result of any act, omission or error in judgment which was taken, omitted or made by it in the exercise of its judgment in good faith under this Agreement, provided such act, omission or error does not constitute willful misconduct or gross negligence.

15. ASSIGNABILITY OF PARTNERSHIP INTERESTS.

A. General Partner.

The General Partner may not assign its Interest in the Partnership without the prior written consent of Partners owning 51% of the total Interests. Provided said consent is obtained and unless otherwise agreed in writing by all Partners, the assignee of any portion of the Interest of the General Partner shall become a Limited Partner with the rights of the General Partner before the assignment, except any right to manage and control the Partnership's business and to receive the minimum allocations under Section 6I.

B. Limited Partners.

(1) Assignment.

(a) Subject to the other subsections of this Section 15B(1), a Limited Partner may assign some or all of his Interest by a duly executed, written instrument of assignment, upon obtaining the written consent of the General Partner, which consent shall not be unreasonably withheld. The effective date of the assignment shall be the first day of the month following the date on which the General Partner has received a duly executed counterpart of the instrument of assignment and has consented to the assignment. Until that date, the General Partner and the Partnership shall treat the assignor as the owner of the Interest in all respects.

(b) If a Limited Partner wishes to assign all or a part of his Interest in the Partnership, he shall notify the Partnership and the Partners in writing of the price and terms thereof. The Partnership shall have the option, within fifteen (15) days after receipt of the notice, to purchase the entire Interest offered upon the terms of the offer. The option may be exercised by giving notice to the offering Limited Partner within the fifteen (15) day period. If the Partnership does not exercise its option, then the Partners shall have the option, within fifteen (15) days after lapse of the Partnership's option, to purchase the entire Interest offered upon the terms of the offer. The option may be exercised by giving notice to the selling Limited Partner within the fifteen (15) day period commencing the day after the lapse of the Partnership's option. If more than one Partner desires to exercise the option, they may purchase the offered Interest in proportion to their respective Interests set forth on Exhibit A unless they otherwise agree. If the Partners do not elect to purchase the entire Interest being offered, then the offering Limited Partner may assign his Interest to persons other than Partners at a price not below nor upon terms more advantageous

to the buyer than those contained in the offer; provided, however, that all of the other conditions of this Section 15B(1) shall have been satisfied. If the assignment is not made and consummated within six (6) months after the date of notice of the offer to the Partnership and the Partners, the selling Limited Partner may not thereafter dispose of his Interest without again giving the Partners the option to purchase his Interest as aforesaid.

(c) No assignment may be made if the assignment of the Interest sought to be assigned, when added to the total of all other Interests sold or exchanged within the period of 12 consecutive months prior thereto, would in the opinion of counsel for the Partnership, result in the Partnership being considered to have terminated within the meaning of Section 708 of the Code.

(d) No assignment may be made except pursuant to registration under the applicable securities laws or the opinion of counsel for the Partnership that an assignment may be effected without registration. The restrictions on resale shall be fully set forth on any certificate representing the ownership of any Interest which may be issued by the Partnership and shall also be fully set forth in any transfer records of the Partnership maintained with respect to any such certificates.

(e) No assignment may be made to a minor or incompetent person except by will, intestate succession, or gift under the Uniform Gifts to Minors Act or pursuant to the terms of any inter vivos trust.

(f) Unless named in this Agreement, admitted to the Partnership under other provisions of this Agreement, or admitted to the Partnership by the unanimous agreement of the Partners, no person shall be considered a Partner; and the Partnership, each Partner, and any other person having business with the Partnership need deal only with Partners so named and so admitted. They shall not be required to deal with any other person by reason of any assignment by a Partner or by reason of the death of a Partner, except as otherwise provided in this Agreement. In the absence of substitution of a Limited Partner for an assigning or deceased Limited Partner, any payment to a Partner, or to his executors or administrators, shall acquit the Partnership of all liability to any other person who may be interested in such payment by reason of any assignment by the Partner or by reason of his death or incompetency.

(g) Notwithstanding an assignment, the assignor shall remain liable for any amounts payable under Sections 5C and 5D, unless released by the General Partner.

(2) Substituted Limited Partners.

An assignee may become a substituted Limited Partner in place of his assignor only if all of the following conditions are satisfied:

(a) The requirements of Section 15B(1) have been fulfilled.

(b) The instrument of assignment sets forth the intention of the assignor that the assignee shall succeed to the assignor's interest as a substituted Limited Partner in his place.

(c) The assignor and assignee shall execute and deliver such other instruments as the General Partner may require, including written acceptance by the assignee of the Agreement.

(d) The written consent of the General Partner to the substitution shall have been obtained, which consent may be withheld for any reason in the General Partner's sole determination even if said determination is unreasonable.

(e) The assignee shall have paid all reasonable fees and costs incurred by the Partnership in connection with his substitution as a Limited Partner, as determined by the General Partner.

Until such time, if any, as an assignee becomes a substituted Limited Partner, the assignee shall have none of the rights of a Limited Partner other than the right of his assignor to receive distributions from the Partnership in accordance with the terms of this Agreement.

(3) Assignment Regarding Decedent's Estate.

The Partners recognize that the Partnership has no obligation to admit new Limited Partners as a result of the death of a Limited Partner, because such assignment and substitution requires the written consent of the General Partner in accordance with section 15B(1)(a) of the Agreement. The parties acknowledge and agree that, upon the death of any Limited Partner, the assignee or assignees of the deceased Limited Partner shall not become a substituted Limited Partner unless they organize a single limited liability company at their expense which will be admitted to the Partnership as a single Limited Partner with perpetual existence. The Partners further agree that the sale, assignment, gift, bequest, disposition or other transfer of any kind of a beneficial interest in such limited liability company or other entity shall constitute an assignment requiring written consent of the General Partner as provided in section 15B(1)(a).

(4) Excluded Transfer.

(a) Section 15B(1) shall not apply to any transfer or assignment of an Interest of a bankrupt, deceased or incompetent Partner to the trustee, executor, administrator or guardian of his estate, but shall apply to such trustee, executor, administrator or guardian to the same extent that, under the circumstances of any particular, transfer, sale, assignment, gift, bequest or other disposition, such provision would have applied to the bankrupt, deceased or incompetent Partner.

(b) The restrictions of Section 15B(1) and the requirement of the General Partner's consent under Section 15B(2) shall not apply to the transfer or assignment (in trust or otherwise) by a Partner, whether on death or inter vivos, of all or any part of his Interest (i) to another Partner, (ii) to or for the benefit of himself, his spouse, his siblings, any of his natural or adopted descendants or the spouse of any such descendants, or (iii) in the case of a corporate Partner, to a parent, subsidiary, stockholder, officer, director or corporation under common control with such corporate Partner, except that a transfer described in this subsection may be deferred or restricted as required by any applicable federal or state securities and/or tax laws.

16. DEATH, LEGAL DISABILITY OR INCOMPETENCY, OR BANKRUPTCY OF A LIMITED PARTNER.

Death, legal disability or adjudication of disability, incompetency or bankruptcy of a Limited Partner shall not dissolve the Partnership. In such event, the personal representative of the deceased Limited Partner, or the committee or other legal representatives of the estate of the disabled or incompetent Limited Partner or the trustee or receiver of a bankrupt Limited Partner shall, for purposes of settling the estate, have all of the rights of a Limited Partner but may not become a substituted Limited Partner unless the General Partner consents in writing. In addition, such personal representative, committee or other legal representative, or trustee or receiver shall have the same rights (subject to the same limitations) as its predecessor would have had under Section 15 to assign the predecessor's Partnership interest, but the assignee shall not become a substituted Limited Partner unless the General Partner consents in writing.

17. DISSOLUTION OF THE PARTNERSHIP.

A. Events Causing Dissolution.

Any of the following acts shall dissolve the Partnership:

- (1) Agreement in writing by Partners owning 51% of the total Interests;
- (2) Withdrawal of a sole remaining General Partner;

(3) The death, incompetency, liquidation, dissolution or bankruptcy of a sole remaining General Partner or the occurrence of any other event causing the dissolution of the Partnership under the laws of the Commonwealth of Virginia. Notice of such death, incompetency, liquidation, dissolution or bankruptcy shall be given to each of the other Partners by the executor, personal representative or other legal representative of the deceased, incompetent, liquidated, dissolved or bankrupt Partner within sixty (60) days after the date of death or declaration of incompetency, liquidation, dissolution or bankruptcy. The death, incompetency, liquidation, dissolution or bankruptcy of a General Partner shall not cause a dissolution of the Partnership if there remains a legally competent General Partner.

- (4) The sale or other disposition of all or substantially all the Project.
- (5) The expiration of the Partnership's term.

B. Election to Continue Partnership.

Notwithstanding the preceding provisions of Section 17, the events set forth in Section 17A(2) and 17A(3) shall not result in the winding up and termination of the Partnership if, within ninety (90) days after one of those events, all Partners elect to reconstitute the Partnership and continue the Partnership business.

If an election to continue the Partnership business is made, a successor General Partner or General Partners shall be elected by Limited Partners owning a majority of the Interests, and the Partnership shall continue until the end of the term for which it is formed or until the subsequent death, incapacity, dissolution, withdrawal or bankruptcy of the General Partner, in which event, the Partners shall again elect whether they wish to continue the Partnership.

If an election to reconstitute the Partnership is made, or in the event of the death, incompetency, liquidation, dissolution or bankruptcy of a General Partner while there remains a legally competent General Partner, then the General Partner as to which the event described in Section 17A(2) or (3) occurred shall cease to be a General Partner, and the former General Partner or its successor shall become a special Limited Partner with respect to its Interest, with the same rights as it possessed before the dissolution, except any right to manage and control the Partnership's business and affairs.

C. Failure to Continue Partnership.

If the Limited Partners do not elect to continue the Partnership, as set forth in Section 17B, Partners owning in the aggregate a majority of the Interests shall select a person to wind up the Partnership's affairs. The person so selected shall proceed to sell or otherwise liquidate all of the Partnership property in a bona fide sale or sales to outsiders at such prices and upon such terms as that person may deem most advisable. Such sales shall be deemed to be proper acts in the winding up of the affairs of the dissolved Partnership and the Net Proceeds of Sale, after paying or providing for the payment of all Partnership debts, shall be distributed to the Partners in accordance with Section 6G. Upon the termination of the Partnership, the General Partner shall contribute to the Partnership an amount equal to the deficit balance in their Capital Account at such time and in such manner as shall comply with the requirements of Treasury Regulation Section 1.704-1(b)(2)(ii)(b)(3).

D. Withdrawal of a General Partner if There Remains One or More General Partners.

The withdrawal of a General Partner shall not dissolve the Partnership if there is at the time at least one other General Partner, in which case the business of the Partnership shall be carried on by the remaining General Partner or General Partners. In such event, the withdrawing General Partner shall become a special Limited Partner with respect to its Interest, with the same rights as it possessed before the event of withdrawal, except any right to manage and control the Partnership's business end affairs.

18. COUNTERPARTS.

This Agreement may be executed in several counterparts, all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all of the parties have not signed the same counterpart, except that no counterpart shall be binding unless signed by the General Partner.

19. MISCELLANEOUS PROVISIONS.

A. Governing Law.

This Agreement and the rights and liabilities of the parties shall be determined in accordance with the laws of the Commonwealth of Virginia.

B. Captions.

Captions contained in this Agreement are inserted only as a matter of convenience and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

C. Construction.

Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

D. Survival of Representations and Warranties.

All representations and warranties herein shall survive until the termination of the Partnership, except to the extent that a representation or warranty expressly provides otherwise.

E. Severability.

Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the terms or provisions within this Agreement.

F. Successors.

Subject to the limits on transferability contained herein, each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the successors, heirs, and assigns of the respective parties hereto.

20. NOTICES.

Each Partner shall keep the General Partner informed of his current business address. The General Partner shall keep the business addresses furnished by the Partners on file at the Partnership offices; and any and all notices required under this Agreement which are in writing and mailed, by registered or certified mail, return receipt requested, to a Partner at the last address given by him to the General Partner, or to the Partnership at its specified office, shall constitute the notice required under this Agreement.

21. AMENDMENT.

A. This Agreement may be amended by the General Partner without the approval of any Limited Partner, if the amendment is solely for the purpose of clarification and does not change the substance hereof.

B. This Agreement may further be amended by the General Partner without the approval of any Limited Partner if such amendment is for the purpose of admitting substituted Limited Partners, and/or reflecting the withdrawal, reduction or return of all or part of the capital contributions of a Partner.

C. This Agreement may further be amended by the General Partner without the approval of any Limited Partner, if the amendment is, in the opinion of counsel for the Partnership, necessary or appropriate to satisfy requirements of the Code with respect to partnerships or of any federal or state securities law or regulations. Any amendment made pursuant to this Section may be made effective as of the date of this Agreement.

D. Notwithstanding Sections 21A, 21B and 21C, any amendment to this Agreement which would adversely affect the federal income tax treatment to be afforded a Limited Partner, adversely affect the liabilities of a Limited Partner, or change the method of allocation of Taxable Income or Taxable Loss, Gain or Loss from Sale, or the distribution of Net Cash from Operations, Net Proceeds from Sale or Net Proceeds from Refinancing as provided in Section 6, shall require the approval of the Limited Partner affected; provided, however, that the General

Partner is authorized to modify Section 6, without the consent of the Limited Partners, if, upon advice of counsel, the modification is necessary to cause the allocations under Section 6 to have substantial economic effect or to be in accordance with the Partners' deemed interests under Section 704 of the Code and the most recently proposed or final regulations thereunder, so long as the modification does not, by its terms, alter the limited liability of the Limited Partners.

E. Except as otherwise specifically provided in Section 21, amendments to this Agreement shall require the approval of the Partners owning 51% of the Interests then owned by them.

F. A copy of any amendment to be approved by the Limited Partners pursuant to Sections 21D and 21E shall be mailed in advance to the Limited Partners. Partners shall be notified as to the substance of any amendment pursuant to Section 21A, 21B and 21C, and upon request shall be furnished a copy thereof.

**[REMAINDER OF PAGE LEFT BLANK;
SIGNATURE PAGE FOLLOWS]**

(150295691_2)

IN WITNESS WHEREOF, the parties have executed this Agreement of Limited Partnership of The Silo Apts., LP, as of the day and year first above written.

GENERAL PARTNER:

THE SILO APTS. GP, LLC

By: 
W. Taylor Franklin, Manager of
TF81 Enterprises Management, LLC

By: 
Wendell C. Franklin, Manager of
WCF Enterprises Management, LLC

LIMITED PARTNERS:

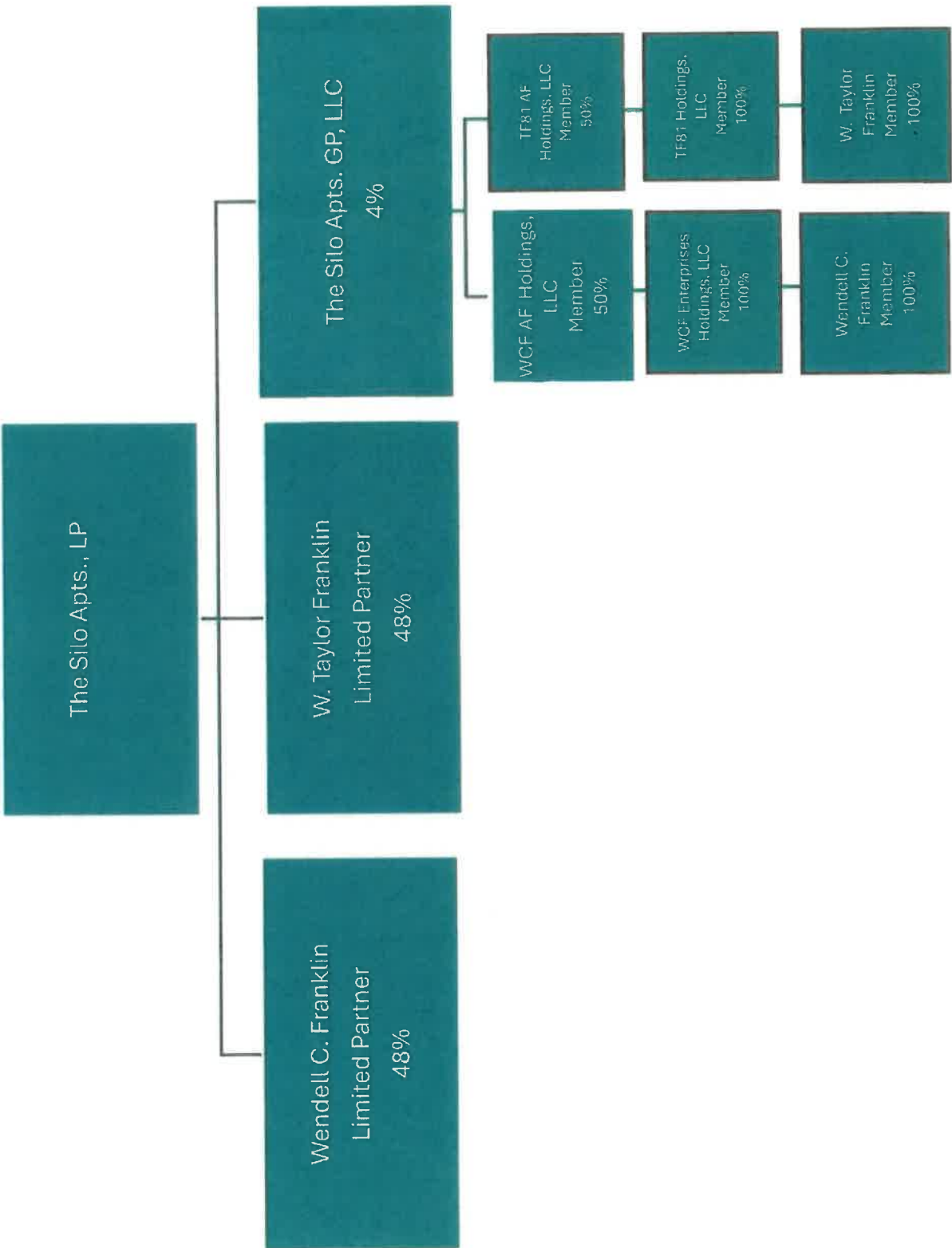

_____(SEAL)
WENDELL C. FRANKLIN


_____(SEAL)
W. TAYLOR FRANKLIN

(150295691)

**EXHIBIT A
TO
AGREEMENT OF LIMITED PARTNERSHIP
OF
THE SILO APTS., LP**

<u>NAME OF GENERAL PARTNER</u>	<u>CAPITAL CONTRIBUTION</u>	<u>INTEREST</u>
The Silo Apts. GP, LLC c/o W. Taylor Franklin, Manager TF81 Enterprises Management, LLC 300 32 nd Street, Suite 310 Virginia Beach, Virginia 23451	\$40.00	4%
<u>NAMES AND ADDRESSES OF LIMITED PARTNERS</u>	<u>CAPITAL CONTRIBUTION</u>	<u>INTEREST</u>
Wendell C. Franklin c/o Franklin Group Companies, LLC 300 32 nd Street, Suite 310 Virginia Beach, Virginia 23451	\$480.00	48%
W. Taylor Franklin c/o Franklin Group Companies, LLC 300 32 nd Street, Suite 310 Virginia Beach, Virginia 23451	\$480.00	48%
	\$1,000.00	100%



Tab B:

Virginia State Corporation Commission Certification
(MANDATORY)

Commonwealth of Virginia



STATE CORPORATION COMMISSION

Richmond, January 27, 2025

This is to certify that the certificate of limited partnership of

The Silo Apts., LP

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

Effective date: January 27, 2025



STATE CORPORATION COMMISSION

Attest:

A handwritten signature in cursive script, likely belonging to the Clerk of the Commission.

Clerk of the Commission

Limited Partnership - Certificate of Limited Partnership

Entity Information

Entity Name: The Silo Apts., LP Entity Type: Limited Partnership
LLP Status: No

Business Type

Industry Code: 0 - General

Duration

Perpetual(forever)

Registered Agent Information

RA Type: An Individual who is a resident of Virginia Locality: VIRGINIA BEACH CITY
RA Qualification: Member of the Virginia State Bar
Name: James W Noel III Email Address: N/A
The limited partnership's registered office address, including the street and number, if any, which is identical to the business office of the registered agent, is:
Registered Office Address: 300 32nd St Ste 310,
VIRGINIA BEACH, VA,
23451 - 2968, USA Contact Number: N/A

Principal Office Address

Address: 300 32nd St Ste 310, Virginia Beach, VA, 23451 - 2968, USA

Principal Information

Title	Name	Address
General Partner	The Silo Apts. GP, LLC	300 32nd St Ste 310, Virginia Beach, VA, 23451 - 2968, USA

Signature Information

Date Signed: 01/27/2025

Entity Name	Entity Type	Printed Name	Signature	Title
THE SILO APTS. GP LLC, GP	Limited Liability Company	W. TAYLOR FRANKLIN	W. TAYLOR FRANKLIN	MANAGER



**COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION**

Office of the Clerk

January 27, 2025

Lauren Phillips
CT Corporation System
4701 Cox Road, Suite 285
Glen Allen, VA, 23060

RECEIPT

RE: The Silo Apts., LP
ID: 11796799
FILING NO: 2501278176117
WORK ORDER NO: 202501275807341

Dear Customer:

This is your receipt for \$100.00 to cover the fee for filing a certificate of limited partnership with this office.

The effective date of the certificate is January 27, 2025.

If you have any questions, please call (804) 371-9733 or toll-free 1-866-722-2551.

Sincerely,

Bernard J. Logan
Clerk of the Commission

Delivery Method: Email

New Federal Requirement: Reporting of Beneficial Ownership Information

Beginning January 1, 2024, certain types of corporations, limited liability companies, and other similar entities created in or registered to do business in the United States must report information about their beneficial owners—the persons who ultimately own or control the company—to the Department of the Treasury's Financial Crimes Enforcement Network (FinCEN). Additional information about the reporting requirements, including answers to questions such as "is my company required to report beneficial ownership information to FinCEN," "who is a beneficial owner," and "when do I need to report my company's beneficial ownership information" is available on FinCEN's beneficial ownership information webpage, <https://www.fincen.gov/boi>.

Next step: Go to <https://www.fincen.gov/boi> to determine if your new entity needs to report information about their beneficial owners—the persons who ultimately own or control the company—to Treasury's Financial Crimes Enforcement Network (FinCEN).

FinCEN contact information is as follows:

Email: **FRC@fincen.gov**

Website: <https://www.fincen.gov/contact>

Phone number: 1-800-767-2825

To view Corporate Transparency Act Frequently Asked Questions (FAQs) please visit the following link: <https://scc.virginia.gov/pages/Businesses>.

Delivery Method: Email

Tab C:

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



August 26, 2025

Mr. W. Taylor Franklin
Franklin Group Companies
300 32nd Street, Suite 310
Virginia Beach, VA 23451

Re: Equity Letter of Intent – The Silo Apts., LP

Dear Mr. Franklin:

This letter serves as a preliminary outline of terms of TowneBank, and/or its affiliates (“Investor” or “Investor Limited Partner”) in making an equity investment in a partnership for purposes of developing and owning a low-income housing project to be known as Whispering Pines Apartments (the “Project”).

Project. The Project will consist of the development, construction, ownership, use and leasing of 200 residential apartment units and related improvements on land located in Virginia Beach, Virginia. All of the units will be occupied by low-income households.

Tax Credits. The Project has applied or will apply for a reservation of 4% federal low-income housing tax credits (the “Projected Federal Credits”) totaling **\$27,394,310** from Virginia Housing (the “Credit Agency”).

Partnership. The Project will be owned and operated by The Silo Apts., LP, a Virginia limited partnership (or such other entity acceptable to Investor) (the “Partnership”), with The Silo Apts. GP, L.L.C., a Virginia limited liability company (or such other entity acceptable to the Investor), as General Partner, and Investor as Investor Limited Partner. General Partner and Investor will enter into an Amended and Restated Agreement of Limited Partnership (the “Partnership Agreement”). General Partner will own a .01% interest in the Partnership and Investor will own a 99.99% interest in the Partnership as Investor Limited Partner (the “Percentage Interests”).

Project Financing. General Partner contemplates that the Partnership has obtained or will obtain construction/permanent loan(s) from Virginia Housing in the form of tax-exempt bonds and REACH financing as well as funds from the Virginia Housing Trust Fund.

Other Parties.

Developer. Silo Developers, LLC shall provide development services to the Partnership pursuant to a Development Agreement approved by the Investor prior to closing.

Guarantors. General Partner, Wendell C. Franklin, W. Taylor Franklin and/or such other parties as the Investor shall require.

Property Manager. The Property Manager shall be The Franklin Group.

General Contractor. The General Contractor shall be Marlyn Development Corporation.

Capital Contributions. Based on information provided to the Investor by the Partnership on or before the date hereof, Investor will make a total Capital Contribution equal to **\$23,830,666.40** (such amount to be adjusted upon receipt of final Projections). This investment is based on Investor's share of the Projected Federal Credits in the amount of **\$27,391,570.60** (such amount to be adjusted upon receipt of final Projections), multiplied by **\$.87**. It is anticipated that the Investor will be allocated a portion of federal low-income housing tax credits beginning in 2028.

Subject to adjustment based on the final Projections, the total Capital Contribution will be paid as follows:

Initial Installment Capital Contribution. **\$5,957,666.60 (25%)** at admission of the Investor as the Investor Limited Partner of the Partnership, a portion of which may be used to pay the developer fee in an amount not to exceed \$750,000.

Second Installment Capital Contribution. **\$5,957,666.60 (25%)**, upon 50% completion.

Third Installment Capital Contribution. **\$5,957,666.60 (25%)**, upon 75% completion.

Fourth Installment Capital Contribution. **\$4,766,133.28 (20%)**, upon 100% completion.

Final Installment Capital Contribution. **\$1,191,533.32 (5%)** upon (i) achievement by the Project of at least over three consecutive calendar months of a minimum average of 1:15 to 1 debt service coverage on the Permanent Loan and initial occupancy by qualified tenants of all tax credit units ("Stabilization"), and (ii) the issuance of temporary certificates of occupancy for each of the Project buildings and Investor's receipt of IRS Form 8609, but no earlier than January 1, 2028. Subject to any lender requirements and Investor's final underwriting, a portion of the Final Installment may be used to pay the developer fee.

General Partner and Guarantor Obligations.

Completion and Development Deficit Guaranty. General Partner and the other Guarantors will guarantee lien-free completion of the Project in a good and workmanlike manner substantially in accordance with plans and specifications as approved by Investor. General Partner and the other Guarantors will guarantee payment of all development costs, including all costs of achieving such lien-free completion, including all soft costs and construction period interest. Further, under this guaranty, and upon depletion of the rent-up reserve required by a Partnership lender (if any), General Partner and the other Guarantors will guarantee payment of all operating costs through substantial completion as certified by the architect. The Completion and Development Deficit Guaranty will terminate upon Investor's receipt of (a) the Architect's Substantial Completion Certificate and (b) evidence of lien-free completion of the Project, each of which shall be satisfactory to Investor in its sole discretion.

Operating Deficit Guaranty. Upon depletion of the lease-up and operating reserves (if any), General Partner and the other Guarantors will agree to loan to the Partnership any amounts required to fund operating deficits arising after the expiration of the Completion and Development Deficit Guaranty. Any amounts so advanced will constitute interest-free loans repayable only out of future available cash flow or out of available proceeds of a sale or refinancing. The Operating Deficit Guaranty will terminate on the earlier of (i) five (5) years after the expiration of the Completion and Development Deficit Guaranty, or (ii) the Project's achievement for 24 consecutive months of operation of a minimum average of 1.15 to 1 debt service coverage.

Environmental Indemnification. The General Partner and the other Guarantors shall indemnify and hold the Investor harmless from and against claims and losses due to the presence of any and all hazardous waste upon, under or otherwise affecting the property.

Repurchase. General Partner and the other Guarantors may be required to repurchase Investor's interest upon certain material events including failure to achieve completion by a predetermined date, failure to achieve Stabilization within 24 months of completion, loss of permanent financing commitments, or failure to place the Project in service prior to the date required by the Internal Revenue Code of 1986 (as amended, the "Code").

Adjuster Provisions. The Capital Contributions are based upon your projection of total federal Low-Income Housing Tax Credits of \$27,394,310 ("Original Projected Credits") allocated to Investor, which in turn is based upon certain assumptions and projections. During the due diligence period, the parties will determine the schedule setting forth the timing of the delivery of the federal tax credits. The actual amount of Low-Income Housing Tax Credits may in fact change after the determination of eligible and qualified basis. Accordingly, the Capital Contribution may be adjusted when (i) final projections of the amount of Low-Income Housing Tax Credits are completed and/or (ii) upon or after actual completion of the project. Upon satisfaction of all conditions and prior to payment of the Final Capital Contribution, the General Partner will provide the Investor with Revised Economic Projections and the Final Credit Amount determined by the Accountants.

Credit Adjuster. To the extent such final projected amount of Low-Income Housing Tax Credits varies from the Original Projected Credits, Investor's capital contribution will be adjusted upward or downward, as applicable, by \$.87 per federal credit on such variance in the delivery of actual credits to the Original Projected Credits (as reflected in cost certifications or IRS Forms 8609).

Timing Adjuster. Investor's Capital Contribution will be adjusted to reflect the later or earlier than projected delivery of federal credits with respect to the first year and if applicable, the second year of the credit period, in an amount equal to the difference between (a) the first or second year, as applicable, tax credit shortfall/excess and (b) the present value as of December 31, 2028 (or such other date as determined by the Investor and set forth in the Partnership Agreement) of receiving an amount equal to the first or second year, as applicable, tax credit shortfall/excess on December 31, 2038 (or such other date as determined by the Investor and set forth in the Partnership), using an eight percent (8%) discount rate.

In no event will the application of the above adjusters cause Investor's capital contribution to increase by more than 10% of the Investor's capital contribution obligation reflected in the Partnership Agreement at closing, without approval from Investor's Investment Committee. If due to such adjusters, Investor's capital contributions are to be adjusted downward by more than the amount of Investor's then unpaid capital contributions, then General Partner and the other Guarantors will guaranty payment of the shortfall in such adjustments. The General Partner's and the other Guarantors' obligations will be more specifically set forth in the Partnership Agreement and other related documents.

Allocation of Tax Credits, Depreciation, Profits and Losses. The Tax Credits, depreciation, operating profits and losses will be allocated in accordance with the Percentage Interests, provided that special allocations will be provided to insure that the allocations have substantial economic effect.

Distributions.

Operating Cash Flow. Operating cash flow will be utilized as follows: (i) payment of any unpaid Credit Adjusters, (ii) additions to a funded capital replacement reserve required by a Partnership lender and the Partnership Agreement, (iii) payment of any Deferred Developer Fee, (iv) repayment of any certain loans made by General Partner to the Partnership, (v) payment of an incentive management fee to the General Partner in an amount not to exceed 6% of effective gross income, and (vi) the remaining balance 10% to the Investor Limited Partner and 90% to the General Partner. The amount distributed to the General Partner under clause (vi) shall be reduced, if necessary, to an amount such that the aggregate amount of the incentive management fee payable under clause (v) and the amount distributable to the General Partner under clause (vi) does not exceed 90% of operating cash flow, and the amount of any such reduction shall be distributed to the Investor Limited Partner.

Sale or Refinancing Proceeds. Distributions of proceeds from a sale or refinancing of the Project will be distributed as follows: (i) to the payment of all debts and liabilities of the Partnership, excluding those owed to the Partners (ii) to the payment of any unpaid fees, debts or obligations under the Partnership Agreement and/or any documents executed in connection therewith, if any, owed to Investor Limited Partner; (iii) to the Investor, in an amount equal to the Investor's Exit Taxes (as hereinafter defined) (to the extent such refinance is made in contemplation of the Investor Limited Partner's exit); (iv) to the repayment of secondary loans approved by the Investor; (v) to the Developer for any unpaid Deferred Development Fee; (vi) to the payment of any unpaid fees, debts or obligations, if any, owed to the General Partner, but only to the extent such fees, debts or obligations have been approved by the Investor; and (vii) the balance, 90.00% to the General Partner and 10% to the Investor.

Developer Fee. Developer will earn a Developer Fee, projected to be \$4,630,000. The Developer Fee will be earned as follows: 20% at closing, 40% when the units are deemed occupiable by the Project architect, 25% on achievement of 95% qualified occupancy and 15% on receipt of IRS Forms 8609. The Developer Fee will be paid as set forth in the Partnership Agreement. The General Partner and the other Guarantors will unconditionally guarantee payment of any developer fee remaining unpaid after 14 years from placement in service.

Property Manager. The Franklin Group will be the Project's property manager. The Property Manager will earn a fee equal to an amount as allowable by the Project lenders, not to exceed 4.00%. If the Property Manager is an affiliate of General Partner, any of the other Guarantors, or Developer, then the Property Manager may be terminated as Property Manager in the event of the removal of General Partner.

Investor Services Fee. An administrative fee of \$12,000 per year, increasing annually at a rate of 2%, shall be paid to the Investor or one of its affiliates as an annual expense to the Partnership before the determination of distributable operating cash flow.

Replacement Reserve. \$300 per unit, or such greater amount required by any Project lender, to be funded from cash flow into a reserve account.

Operating Reserve. In such amount as may be required by any Project lender.

Investor Review. As set forth in the Partnership Agreement, Investor will have the right, at the cost to the Partnership, to inspect the Project during and after construction and to review construction loan disbursement requests and other financial and operations matters of the Project and the Partnership.

Reporting. The Partnership will be required to prepare an audited financial statement by February 15th of each year as set forth in the Partnership Agreement and, following an event of default under the Partnership Agreement, the Partnership shall provide such additional quarterly and annual reports as the Investor may require, each in substance satisfactory to the Investor. The General Partner will require the Property Manager to provide management reports to the Investor on a quarterly basis. Additionally, the Property Manager will provide operating reports, annual operating budgets, tax credit monitoring, audit and lender correspondence, certificates of insurance, inspection reports and tax credit certification documentation.

Additional Partnership Agreement Terms. The Partnership Agreement will provide for customary covenants, rights to approve major Partnership matters, representations and warranties, defaults, remedies, and indemnities to be more fully described in the Partnership Agreement. The Partnership will carry insurance acceptable to Investor.

Transfer of Investor Interest. Investor will have the right to sell, transfer or assign its interest in the Partnership, and to have the transferee admitted as a substitute limited partner without the consent of the General Partner; *provided, however*, that (i) prior to the funding of the Investor's Capital Contribution, any Investor's transfer shall be limited to transfers to affiliates of Investor, and (ii) following the funding of the Investor's Capital Contribution, the Investor agrees not to sell, transfer or assign any direct or indirect interest in the Investor to a multi-investor fund where the Investor or its affiliate is not the general partner or managing member or a Prohibited Party. The term "Prohibited Party" means Alden Torch Financial, Alden Capital Partners, Wentwood Companies, Boston Financial Investment Management, Sun America Housing Fund, HallKeen, Centerline, HCP Pacific, WNC, Hunt Companies, and any of their respective affiliates. Any expenses associated with such sale, transfer or assignment will be paid by Investor.

Transfer of General Partner Interest. General Partner will not sell, transfer, assign, pledge or encumber any portion of its interest in the Partnership without the prior written consent of Investor. Notwithstanding the foregoing, a member of the General Partner may transfer its interest in the General Partner for estate planning purposes to partnerships, trusts or companies for such member's own benefit or for the benefit of such member's spouse and lineal descendants, provided that (i) such member shall obtain the consent of any partnership lender (if required by the terms of such lender's loan documents), and the Credit Agency (if required by the Credit Agency), and (ii) the General Partner agrees to indemnify the Investor Limited Partner for any reduction in tax benefits as a result of such transfer,

Bank Accounts. All bank accounts of the Partnership will be maintained with TowneBank.

Conditions to Closing. Investor's investment in the Partnership in accordance with this letter is subject to the satisfaction of the following conditions precedent on or before the Closing Date, which will occur on or before December 31, 2025.

Due Diligence. Investor's satisfactory due diligence review, in its sole and absolute discretion, of all matters pertaining to the Partnership, the General Partner, the Guarantor, the Developer and the Project including, without limitation:

- (1) the construction budget, the scope of work, the construction schedule, all required permits, the construction contract, and all other construction and development matters;
- (2) title, survey, zoning, engineering and environmental matters (including Investor review and approval of (a) all environmental reports and (b) any applicable condominium/property owner's association documents);
- (3) market studies, appraisals, financial projections prepared by accountants selected by Investor ("Projections") and all other matters regarding project feasibility;
- (4) all aspects of the project's capital structure: the terms of all loans, grants, tax increment financing and equity contributions;
- (5) debt service coverages, reserves, rental subsidies, income, expenses, and all other assumptions underlying the Projections;
- (6) tax matters;
- (7) government benefits, government consents, government requirements and all other regulatory aspects of the Project;
- (8) all formation documents and government filings of the Partnership, the General Partner and the Developer;
- (9) the financial condition of the Partnership, the General Partner, the other

Guarantors, and the Developer, including, without limitation, current financial statements of the General Partner and its affiliates, verification of background information to be provided to the Investor by the General Partner; and

(10) all other items as the Investor may reasonably request to satisfy its due diligence requirements, including, without limitation, those documents set forth on the Investor's closing checklist and or otherwise verify the accuracy of the representation and warranties and compliance with the covenants, duties and obligations to be set forth in the Partnership Agreement.

Negotiation of Satisfactory Documentation. The negotiation of a final Partnership Agreement and related documents (collectively the "Project Documents") that are satisfactory to Investor and Developer.

Opinions. Investor's receipt of corporate and tax opinions rendered by Investor's counsel satisfactory to Investor, in form and substance acceptable to Investor.

Consents. Receipt of all necessary consents of governmental authorities and lenders.

Title Insurance. Receipt of a title insurance policy in an amount and in a form acceptable to Investor, provided the amount of such title insurance must be at least equal to the aggregate of the Total Capital Contribution plus all Permanent Loans.

Miscellaneous. Receipt of other items or information reasonably required by Investor.

Transaction Expenses. The Partnership is responsible for all of Investor's transaction expenses including, without limitation, market analysis fees, accounting fees and the fees and expenses of its legal counsel. The Partnership's payment of Investor's transaction expenses shall be capped at \$45,000 plus Investor's accounting fees, provided that no extraordinary issues result in Investor incurring fees in excess of \$45,000, including without limitation, the occurrence of non-ordinary title/project diligence issues, extended document negotiations, non-ordinary tax issues or the Partnership's failure to close the transaction timely.

Termination. If the transaction contemplated by this letter fails to close by the Closing Date, as extended by the parties, this letter will be null and void and of no further force and effect, and, neither party will have any claim or demand whatsoever against the other party in connection with this letter, its execution or termination, except the Investor's transaction expenses identified above.

Investor's Put. At any time after the fourteenth (14th) anniversary of the first day of the first taxable year of the compliance period for the last building of the Project placed in service, the Investor may request that the General Partner (or its designee) purchase the Investor's entire interest in the Partnership (the "Put") for a price equal to the sum of the following: (i) one thousand and No/100ths Dollars (\$1,000.00); plus (ii) the Investor's costs and expenses incurred in connection with the transfer of its interest; plus (iii) all amounts due and owing to the Investor under the Partnership Agreement; plus (iv) Exit Taxes (as hereinafter defined) payable by the Investor in connection with the sale of its interest and receipt of any corresponding cash, after taking into account any income, gain, loss or deduction arising from such sale, whether allocated to the Investor by the Partnership on a Schedule K-1 or realized by the Investor outside of the Partnership as a result of such sale, the amount of such taxes to be calculated by assuming that the Investor is subject to tax on all gain realized by or allocated to it and any amount owed to the Investor under any provision of the Partnership Agreement, in which event the General Partner, and the Investor shall have a period of

ninety (90) days in which to negotiate in good faith, the terms of such a purchase. If the parties fail to reach agreement on the terms of the purchase and sale of the Investor interest during such ninety (90) day period, then, unless not permitted by the extended use agreement, or the credit application filed with respect to the property, the Investor may request that the Partnership sell the property. Upon receipt of such request, the General Partner shall sell the property subject to the extended use agreement (a "Sale"). As used herein, "Exit Taxes" means the amount of applicable federal income taxes, state income taxes, sales and franchise taxes, transfer fees and related government assessments payable by the members of the Investor (taking into account all applicable deductions and credits attributable to such taxes in each taxing jurisdiction) in connection with a specified sale of the property or liquidation of the Partnership, in each case assuming each such member is a corporation that is not a closely-held corporation, pays taxes at the highest applicable marginal tax rate generally applicable to corporations, and is not subject to the alternative minimum tax, and taking into consideration, on a reiterative basis, the payment of such Exit Taxes as part of such sale or liquidation.

Sale. If the General Partner and Investor elect to pursue a Sale, the General Partner shall use its best efforts to find a third-party purchaser for the property and to cause the Partnership to consummate a sale of the property subject to the extended use agreement and on terms consented to by the Investor. If such efforts are not successful on terms reasonably satisfactory to the Investor within six (6) months, the Investor shall have the right thereafter to locate a purchaser for the property. If either the Investor or the General Partner locates such a purchaser, the General Partner shall be given a right of first refusal to purchase the property on the terms and conditions set forth in a right of first refusal agreement and interest option acceptable to the Investor and the General Partner (the "ROFR and Option Agreement"); *provided, however*, that if such right of first refusal is not exercised by the General Partner in accordance with the ROFR and Option Agreement (including, without limitation, within the time period set forth in the ROFR and Option Agreement), then the General Partner shall be obligated to consent to the sale of the Project to such purchaser. In the event the sale to the purchaser fails to close, the Investor shall have the right to (i) exercise the Put in accordance with the provisions set forth above or (ii) locate a purchaser for the property as set forth above.

Purchase Option. Notwithstanding the foregoing Investor's Put and Sale provisions, at any time after the expiration of the 15-year compliance period for the last building of the Project placed in service, so long as the General Partner remains the General Partner and is not in default under the Partnership Agreement, the General Partner will have (a) a right of first refusal to purchase the property and (b) an option to purchase the Investor's interest in the Partnership, each on the terms set forth in the ROFR and Option Agreement. Notwithstanding anything else herein to the contrary, the parties acknowledge and agree that a purchase of the Investor's interest shall be treated as a sale of a Partnership interest pursuant to Section 741 of the Code.

Tax Disclosure. Notwithstanding anything to the contrary contained in the Partnership Agreement or any other agreement between the parties hereto, or in any offering materials pertaining to the Project, Investor and each officer, employee, representative or agent of Investor may disclose to any and all persons, without limitation of any kind, (i) the tax treatment and tax structure of the Partnership and any of the Partnership's transactions or activities, and (ii) all materials of any kind (including opinions and tax analysis) that are provided to Investor regarding its investment in the Partnership and/or such transactions or activities of the Partnership. This authorization as to tax disclosure is effective retroactively to the commencement of any discussions between the parties hereto or any of their agents or representatives.

Change in Law. As a condition to Investor's investment in the Partnership, from the date hereof until the date of closing, there shall be no Change in Law.

This letter is not intended as a commitment or offer by Investor or Partnership to invest in the Partnership or the Project but is intended only to summarize for discussion purposes the equity investment it is considering at this time. The terms as outlined in this letter are nonbinding. Any agreement to proceed with this transaction is subject to negotiation of a Partnership Agreement this is acceptable to both Investor and General Partner, additional underwriting and due diligence including revision of tax-related technical details and appraisal reports and Investor Committee approval.

[SIGNATURE PAGE FOLLOWS]

Please indicate your agreement and acceptance of the foregoing by signing this letter and returning it to the undersigned by September 30, 2025. We look forward to working with you on this transaction and appreciate the opportunity to be of service.

TowneBank

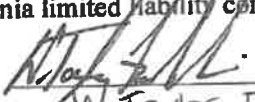
By: 
Anne C. H. Conner
President / Public Finance and Community Investment

Date: 8/26/25

AGREED AND ACCEPTED:

The Silo, LP, a Virginia limited partnership

By: The Silo GP, L.L.C.,
a Virginia limited liability company

By: 
Name: W. Taylor Franklin
Title: Manager of TFSI Enterprises Management, LLC,
Date: 08/26/25 Manager of The Silo GP, LLC

Tab D:

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

Tab E:

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



Franklin Group

300 32nd Street, Suite 310 Virginia Beach, VA 23451

1/14/26

Site Control and Parcel Assembly - Whispering Pines

The subject property consists of two contiguous parcels totaling approximately 8.56 acres located along Princess Anne Road in Virginia Beach, Virginia, on the south side of Princess Anne Road just west of its intersection with Nimmo Parkway. The site has been rezoned to permit the development of a 200 unit affordable housing community with a workforce housing component.

The primary parcel contains approximately 6.258 acres and is identified as GPIN 149-454-68420-000. This parcel was acquired by Southern23, LLC (an affiliate of The Silo Apts., LP) in 2023. Southern 23, LLC has entered into a Purchase Agreement to convey the parcel to The Silo Apts., LP.

The second parcel consists of approximately 2.3 acres and is part of a larger approximately 9.137 acre tract located at 2641 Princess Anne Road in the City of Virginia Beach identified as GPIN PT 149-464-14570-000. The approximately 2.3 acre parcel, which will be subdivided from the larger parcel, is contiguous with the primary parcel and is currently under contract. The purchase agreement for this parcel has been assigned, transferring all contractual rights and interests to The Silo Apts., LP, with closing anticipated in February.

As a result, The Silo Apts., LP currently holds site control via purchase agreements for both the primary parcel and the second parcel. Upon closing with Virginia Housing, the parcels will be consolidated and held under The Silo Apts., LP as a single unified development site consisting of approximately 8.56 acres. The parcels function as one site for zoning, access, utilities, and development purposes, and there are no physical or regulatory impediments to consolidation.

Seller Information for 2.3 acre parcel is as follows:

Seller Name: Turning Point Church and Ministries

Address: PO Box 6214, Virginia Beach, VA 23456

Contact Person: Heartsille Reynolds, Trustee

Phone: 757.563.2175

There is no identify of interest between this seller and the applicant.

AGREEMENT FOR PURCHASE OF REAL ESTATE

THIS AGREEMENT FOR PURCHASE OF REAL ESTATE (this “Agreement”) is made as of this 14th day of January, 2026 (the “Effective Date”), by and between **SOUTHERN23, LLC**, a Virginia limited liability company (“Seller”), and **THE SILO APTS., LP**, a Virginia limited partnership (“Purchaser”).

RECITALS

A. Seller is the owner of certain real property and improvements thereon comprising approximately 6.258 acres of land located on Princess Anne Road in the City of Virginia Beach, Virginia, as more particularly described on Exhibit A attached hereto (the “Property”).

B. Purchaser desires to use the Property for the development of a multi-family residential development to be financed as an affordable housing project (the “Intended Use”).

C. Seller desires to sell the Property to Purchaser, and Purchaser desires to purchase the Property from Seller for the Intended Use on the terms and conditions set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. Sale of Property. Subject to the terms and conditions of this Agreement, Seller hereby agrees to sell to Purchaser, and Purchaser hereby agrees to purchase from Seller, the Property.

2. Purchase Price. The purchase price for the Property shall be Two Million Two Hundred Thousand and No/100 Dollars (\$2,200,000.00) (the “Purchase Price”). This is a sale in gross, and not by the acre. The Purchase Price shall be payable at Closing, as hereinafter defined, by wire transfer of immediately available funds.

3. Tests and Studies.

A. Commencing upon the Effective Date and continuing until Closing (the “Due Diligence Period”), Purchaser shall have the right to enter the Property, conduct any and all feasibility studies, soil borings and analysis, utility location availability studies, environmental reports, zoning and land use studies, and any other engineering or environmental studies, title searches, surveys, and other tests, studies or analyses (collectively, the “Tests and Studies”). Purchaser hereby indemnifies, defends and holds Seller and Seller’s members, equity owners, officers, representatives, agents, employees, attorneys, successors and assigns and each of them, free and harmless from and against all loss, liability, cost or expense (including, without limitation, attorneys’ fees and costs of court), damages, liens, claims (including, without limitation, mechanics’ or materialmen’s liens or claims of liens), actions and causes of action arising from or relating to Purchaser’s (or Purchaser’s authorized agents, consultants, engineers, employees or

representatives) entering upon the Property and performing the Tests and Studies, including, but not limited to, Purchaser's failure to remove or bond any lien placed on the Property as a result of Purchaser's inspections. Notwithstanding anything contained in this Agreement to the contrary, such obligation to indemnify shall survive Closing and the recording of the Deed, or any termination of this Agreement. Purchaser shall not be responsible for any loss sustained by Seller as a result of what the Tests and Studies reveal.

B. Purchaser, at its sole expense, shall keep in effect commercial general liability insurance, including blanket contractual liability insurance, covering Purchaser's occupancy and investigation of the Property insuring Purchaser and Seller from bodily and property damage occurring in or about the Property as a result of any such intrusive entry by Purchaser which insurance: (i) shall be obtained from an insurer authorized to conduct business in the Commonwealth of Virginia and (ii) shall have a combined single limit of not less than \$1,000,000; however, such limits shall not limit Purchaser's liability hereunder. The policy shall name Seller as an additional insured. Purchaser shall deliver to Seller on or before the Effective Date or any earlier date on which Purchaser enters the Property, and at least fifteen (15) days prior to the date of each policy renewal, a certificate of insurance evidencing such coverage. In the event Closing does not occur hereunder, Purchaser shall restore the Property to its pretesting state following any investigatory activities undertaken pursuant to this Section 3.

C. Seller shall, within thirty (30) days after the Effective Date, provide Purchaser with copies of any books and records in Seller's possession or readily available to Seller relating to the Property, including, without limitation, geotechnical evaluations, environmental assessments, site engineering studies, site planning, utility plans, title searches, title policies or title commitments and surveys (collectively, "Seller Materials").

D. Notwithstanding any information which Seller may have provided to Purchaser, Purchaser may, during the Due Diligence Period and at Purchaser's sole expense, inspect and investigate each and every aspect of the Property, either independently or through agents, representatives or experts of Purchaser's choosing, as Purchaser considers necessary or appropriate, and Purchaser's election not to terminate this Agreement at the end of the Due Diligence Period shall conclusively evidence Purchaser's complete satisfaction with such independent investigation. The documents obtained by Purchaser during the Due Diligence Period contain selected information pertaining to the Property and do not purport to contain all of the information pertaining to the Property and do not purport to contain all of the information that a prospective purchaser may desire. Such documents have been and shall be made available (to the extent made available) by Purchaser without representation or warranty by, or recourse against, Seller, it being agreed that Purchaser shall not rely on such documents and shall independently verify the truth, accuracy and completeness of said information and/or items contained therein.

E. Purchaser agrees that (i) on or prior to the expiration of the Due Diligence Period, it will have completed its independent investigation of the Property, (ii) Purchaser is purchasing the Property based on such independent investigation, and (iii) subject to compliance with all of the conditions precedent to Purchaser's obligations to proceed to Closing, Purchaser shall have no right after the expiration of the Due Diligence Period to terminate this Agreement based on any further investigations of the Property.

F. If Purchaser determines as a result of its activities during the Due Diligence Period, in its sole discretion, that the Property is not suitable for its Intended Use, or if Purchaser is unsatisfied for any reason with the results of any Tests and Studies, Purchaser may, prior to the expiration of the Due Diligence Period and upon written notice to Seller, terminate this Agreement ("Notice of Termination"), in which event neither Seller nor Purchaser shall have any further obligation to the other under this Agreement, except as otherwise set forth in this Agreement. If the Notice of Termination is not delivered on or before the expiration of the Due Diligence Period, then Purchaser shall be deemed to have reviewed, accepted, and approved all of the materials it received as a result of its due diligence activities and any other matters actually known by Purchaser, its agents or counsel, and shall for all purposes be deemed to have chosen to proceed with the transaction hereunder and to have approved each and every aspect of the Property, subject, however, to compliance with all of the conditions precedent to Purchaser's obligations to proceed to Closing.

G. Purchaser shall be entitled to conduct such environmental investigations as it deems necessary during the Due Diligence Period. Purchaser agrees to indemnify, defend and hold Seller and Seller's members, equity owners, officers, representatives, agents, employees, attorneys, successors and assigns, and each of them, harmless from and against and in respect of, any and all claims, demands, actions, causes of action, or other liabilities (including, without limitation, penalties, attorneys' fees and expert fees) resulting from or arising out of or in connection with any such environmental conditions on the Property as of the date of Closing or arising subsequent thereto.

4. Title and Survey. Purchaser may obtain, at its sole cost and expense, a title commitment for the Property (the "Title Commitment"), and an ALTA survey of the Property (the "Survey"). Any items contained in the Title Commitment and the Survey, as well as the declaration prepared and recorded in connection with the Condominium, shall be referred to as "Permitted Exceptions." Seller shall be unconditionally obligated, at its sole cost and expense to the extent the expenditure of funds and costs are necessary, to satisfy at or prior to Closing all monetary encumbrances evidenced by deeds of trust, tax liens, judgments, mechanic's liens or other liens or charges in a fixed sum or capable of computation as a fixed sum ("Liquidated Liens"); it being agreed, however, that Seller shall have the right to bond over or otherwise insure over any Liquidated Liens that are in dispute.

5. Closing.

A. Closing on the purchase of the Property (the "Closing") shall take place on or before February 1, 2027, or such other date as agreed upon by the parties hereto.

B. At Closing, Seller shall convey to Purchaser, by Special Warranty Deed, fee simple title to the Property free and clear of any and all encumbrances except current taxes and Permitted Exceptions (the "Deed"). The Deed shall describe the Property according to the declaration prepared and recorded in connection with the Condominium. In addition, Seller shall deliver to Purchaser an affidavit of mechanics' lien and possession in the form required by the title company issuing Purchaser's policy of title insurance, a non-foreign affidavit, a Virginia form R-5

or R-5E, if applicable, IRS Form 1099-S Information Reporting Form, if applicable, and such other documents as may be reasonably required by Purchaser in accordance with generally accepted commercial real estate practices in Virginia Beach, Virginia, in order to acquire the Property.

6. Conditions of Closing. Purchaser's obligation to proceed to Closing under the terms of this Agreement is expressly conditioned upon satisfaction of the following conditions:

A. Purchaser shall have received a feasibility letter from VHDA for 4% Low Income Housing Tax Credits ("LIHTC") in an amount satisfactory to Purchaser.

B. The covenants and representations contained in Section 7 hereafter shall be true and correct in all material respects.

The conditions set forth in this Section 6, and elsewhere in this Agreement, are for the sole benefit of Purchaser. If any of the foregoing conditions are not met as of the date of Closing, or such earlier date as is set forth above with respect thereto, or Purchaser shall not have waived in writing the failure of any such condition, then Purchaser, at its sole option, may terminate its obligations under this Agreement, and neither Seller nor Purchaser shall have any further obligations hereunder, except as otherwise provided herein.

7. Seller's Covenants, Warranties and Representations. Seller represents and warrants to Purchaser the following, as of the date of this Agreement, and by appropriate certificate delivered at Closing, will represent as of the date of Closing:

A. Seller is a limited liability company duly organized, validly existing and in good standing under the laws of the Commonwealth of Virginia. This Agreement has been duly authorized, executed and delivered by Seller and constitutes the legal, valid and binding obligation of Seller, enforceable in accordance with its terms. It does not violate any agreement, judgment, order or decree to which Seller is a party or by which it is bound.

B. Seller is the fee simple owner of the Property, and has full power and authority to enter into this Agreement, to execute and deliver the documents and instruments required of Seller herein, and to perform its obligations hereunder.

C. To Seller's knowledge, there are no proceedings pending or threatened, against or relating to the Property including, without limitation, any proceedings relating to condemnation or the exercise of the rights of eminent domain as to any part of the Property or purchase in lieu thereof or for the limiting or denying of any right of access thereto.

Except as otherwise warranted herein, Purchaser shall accept the Property in its "AS IS" condition at Closing.

The provisions of this Section 7 shall survive the Closing for a period of six (6) months.

8. Purchaser's Covenants, Warranties and Representations. Purchaser represents and warrants to Seller, the following, as of the date of this Agreement, and by appropriate certificate

delivered at Closing, will represent as of the date of Closing:

A. Purchaser is a limited partnership duly organized and validly existing under the laws of the Commonwealth of Virginia. This Agreement has been duly authorized, executed and delivered by Purchaser and constitutes the legal, valid and binding obligation of Purchaser, enforceable in accordance with its terms. It does not violate any agreement, judgment, order or decree to which Purchaser is a party or by which it is bound.

B. Purchaser has full power and authority to enter into this Agreement, to execute and deliver the documents and instruments required of Purchaser herein, and to perform its obligations hereunder.

The provisions of this Section 8 shall survive the Closing for a period of six (6) months.

9. Expenses, Taxes and Closing Costs. All real estate taxes and assessments shall be prorated as of the date of Closing. Seller shall pay for (i) any roll back taxes allocated to the Property as of the date of Closing, (ii) all costs Seller incurs to release any Liquidated Liens, (iii) the grantor's tax imposed with respect to the Deed, (iv) one half (1/2) of the settlement charges and fees and expenses of the title company, and (v) Seller's attorneys' fees. Purchaser shall pay all other Closing costs and expenses not paid for by Seller, including, without limitation, any costs incurred with respect to any deeds of trust obtained by Purchaser, all taxes and recording fees, except as allocated to Seller above, one half (1/2) of the settlement charges and fees and expenses of the title company issuing the title insurance policy, the cost of a title commitment and owner's and any lender's title insurance policies and fees, the cost of a survey, and Purchaser's attorneys' fees.

10. Risk of Loss. Risk of loss to the Property shall remain with Seller and transfer to Purchaser at Closing. If such loss or damage, in the sole opinion of Purchaser, materially and adversely affects the Intended Use of the Property as of Closing, Purchaser shall be entitled to terminate this Agreement, and the parties hereto shall have no further obligations or liabilities to one another hereunder, except as otherwise provided herein.

11. Condemnation. In the event of a condemnation other than a Major Condemnation (defined below) of the Property, Purchaser may terminate this Agreement by written notice to Seller. If Purchaser elects not to so terminate, any proceeds of such condemnation shall belong to the Seller and the parties shall proceed to Closing without adjustment to the Purchase Price. In the event of a Major Condemnation of the Property, either Seller or Purchaser may terminate this Agreement by written notice to the other party. If neither Seller nor Purchaser elects to terminate this Agreement within ten (10) days after Seller sends Purchaser written notice of the occurrence of a Major Condemnation, then Seller and Purchaser shall be deemed to have elected to proceed with Closing, in which event Seller shall assign to Purchaser all of Seller's right, title and interest to any claims and proceeds Seller may have with respect to the Property shall pass to Purchaser. For purposes of this Section 11, a "Major Condemnation" shall mean any loss due to a condemnation which in Purchaser's sole discretion permanently and materially impairs the Purchaser's ability to use the Property for the Intended Use.

12. Default.

A. Seller's Default. In the event that Seller shall be in breach of this Agreement, Purchaser shall be entitled, as its sole remedy, either (i) to terminate this Agreement and release Seller from any and all liability hereunder, or (ii) to enforce specific performance of Seller's obligation to execute the documents required to convey the Property to Purchaser pursuant to the terms herein, it being understood and agreed that the remedy of specific performance shall not be available to enforce any other obligation of Seller hereunder. Purchaser expressly waives its rights to seek damages in the event of Seller's default hereunder. Purchaser shall be deemed to have elected to terminate this Agreement if Purchaser fails to file suit for specific performance against Seller in a court having competent jurisdiction in Virginia Beach, Virginia, on or before sixty (60) days following the date upon which the Closing was to have occurred.

B. Purchaser's Default. In the event that Purchaser fails to consummate this Agreement for any reason, except Seller's default hereunder or the permitted termination of this Agreement by either Seller or Purchaser is in breach of any other provision of this Agreement, Seller shall be entitled, as its sole remedy, to terminate this Agreement.

13. Assignability. Purchaser and Seller may not assign this Agreement without the prior written consent of the other party, which consent may be withheld in either party's sole discretion.

14. Agents and Brokers. Seller and Purchaser each represent and warrant that it did not deal or consult with any broker or agent, real estate or otherwise, with regard to this Agreement or the transactions contemplated hereby, and each party hereto agrees to indemnify and hold harmless the other party from all liability, expense, loss, cost or damage, including reasonable attorneys' fees, that may arise by reason of any claim, demand or suit of any agent or broker arising out of the facts constituting a breach of the foregoing representations and warranties.

15. Notices. Any notice, request or demand required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed sufficiently given if, (i) delivered by messenger at the address of the intended recipient, (ii) sent postage prepaid by Federal Express (or a comparable guaranteed overnight delivery service), (iii) deposited in United States First Class mail (registered or certified, postage prepaid, with return receipt requested), or (iv) sent via email, provided that an original is sent concurrently by one of the methods described in sections (i) through (iii) above, addressed to the intended recipient at the intended recipient's address set forth below, or at such other address as the intended recipient may have specified by written notice to the sender given in accordance with the requirements of this Section 15. Any such notice, request or demand so given shall be deemed given on the date as delivered by messenger at the specified address, on the date as delivered by email at the specified email address, or on the day of deposit, with a guaranteed overnight delivery service or in the United States mail, as the case may be:

To Purchaser: Franklin Group Companies, LLC
Attn: James W. Noel, III, Esq.
300 32nd Street, Suite 310
Virginia Beach, VA 23451

Telephone: 757.965.6200
Email: jnoel@fgcompanies.com

With a Copy to: Williams Mullen
Attn: Elizabeth S. Chapman, Esq.
222 Central Park Avenue, Suite 1700
Virginia Beach, VA 23462
Telephone: 757.629.2064
Email: echapman@williamsmullen.com

To Seller: Franklin Group Companies, LLC
Attn: James W. Noel, III, Esq.
300 32nd Street, Suite 310
Virginia Beach, VA 23451
Telephone: 757.965.6200
Email: jnoel@fgcompanies.com

With a Copy to: Williams Mullen
Attn: Elizabeth S. Chapman, Esq.
222 Central Park Avenue, Suite 1700
Virginia Beach, VA 23462
Telephone: 757.629.2064
Email: echapman@williamsmullen.com

16. Entire Agreement. This Agreement, together with all exhibits attached hereto, constitutes the entire agreement between the parties and may not be modified or changed except by written instrument executed by the parties.

17. Headings. Headings used in this Agreement are used for convenience only and shall not be considered when construing this Agreement.

18. Possession. Possession of the Property shall be delivered as of the date of Closing, free and clear of any tenancies and encumbrances except for Permitted Exceptions.

19. Business Days. If any action is required under the provisions of this Agreement to occur by a date that is a Saturday, Sunday or legal holiday, such date shall be extended to the first day thereafter that is not a Saturday, Sunday or legal holiday.

20. Counterparts. To facilitate execution, this Agreement may be executed in as many counterparts as may be required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signatures of all persons required to bind any party, appear on each counterpart. It shall be sufficient that the signature of, or on behalf of, each party, or that the signatures of the persons required to bind each party, appear on one or more such counterparts. All counterparts shall collectively constitute a single agreement.

21. Severability. If any term, covenant or condition of this Agreement, or the

application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to other persons or circumstances, shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

22. Disclaimers. PURCHASER AGREES THAT IT HAS PERFORMED OR, DURING THE DUE DILIGENCE PERIOD, WILL PERFORM, ALL SUCH EXAMINATIONS AND INVESTIGATIONS OF THE PROPERTY THAT IT DEEMS NECESSARY, INCLUDING SPECIFICALLY, WITHOUT LIMITATION, EXAMINATIONS AND INVESTIGATIONS FOR THE PRESENCE OF HAZARDOUS SUBSTANCES, MATERIALS OR WASTES (AS THOSE TERMS MAY BE DEFINED BY APPLICABLE FEDERAL OR STATE LAW, RULE OR REGULATION) ON THE PROPERTY, AND THAT PURCHASER WILL RELY SOLELY UPON SUCH EXAMINATIONS AND INVESTIGATIONS IN PURCHASING THE PROPERTY. EXCEPT AS OTHERWISE PROVIDED HEREIN, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT PURCHASER IS PURCHASING THE PROPERTY "AS IS" AND "WHERE IS," AND WITH ALL FAULTS AND THAT SELLER IS MAKING NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, WITH RESPECT TO THE PROPERTY. PURCHASER AND SELLER AGREE THAT THE PROVISIONS OF THIS SECTION 22 SHALL SURVIVE THE CLOSING OF THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

23. Successors and Assigns. The terms and provisions of this Agreement are to apply to and bind permitted successors and assigns of the parties hereto.

24. Further Assistances. Each party agrees that it will without further consideration execute and deliver such other documents and take such other action, whether prior or subsequent to Closing, as may be reasonably requested by the other party to consummate more effectively the purposes or subject matter of this Agreement.

25. Applicable Law. This Agreement shall in all respects be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia.

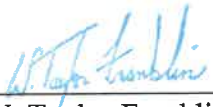
26. Limited Liability. The obligations of Seller, its agents, representatives or employees, arising by virtue of this Agreement shall be limited to the interest of Seller in the Property and resort shall not be had to any other assets of Seller, its agents, representatives or employees.

[SIGNATURE PAGE FOLLOWS]

WITNESS the following signatures:

SELLER:

SOUTHERN23, LLC,
a Virginia limited liability company

By:  (SEAL)
Name: W. Taylor Franklin
Title: Manager

PURCHASER:

THE SILO APTS., LP,
a Virginia limited partnership

By: The Silo Apts. GP, LLC,
a Virginia limited liability company,
its General Partner

By: TF81 Enterprises Management, LLC,
a Virginia limited liability company,
Manager

By:  (SEAL)
W. Taylor Franklin, Manager

By: WCF Enterprises Management, LLC,
a Virginia limited liability company,
Manager

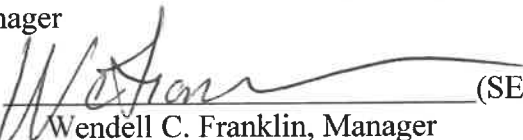
By:  (SEAL)
Wendell C. Franklin, Manager

EXHIBIT A

Legal Description

ALL THAT certain tract, piece or parcel of land in the City of Virginia Beach, Virginia consisting of 272,581 SQ. FT./6.258 AC. and described as "PARCEL 1A" on that certain plat entitled "RESUBDIVISION PLAT OF PARCEL A (D.B. 2426, P. 496) AND PROPERTY OF WILLIAM E. AND PHYLLIS H. SAWYER (D.B. 1467, P. 532), VIRGINIA BEACH, VIRGINIA", dated November 10, 2023, and prepared by Timmons Group, recorded contemporaneously herewith in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia.

ASSIGNMENT OF PURCHASE AGREEMENT

THIS ASSIGNMENT OF PURCHASE AGREEMENT, made this 13th day of January, 2026, by and between **FRANKLIN GROUP COMPANIES, LLC**, a Virginia limited liability company (“Assignor”), and **THE SILO APTS., LP**, a Virginia limited partnership (“Assignee”).

For value received, Assignor hereby assigns and transfers to Assignee, all of Assignor’s right, title and interest in and to that certain Purchase Agreement dated April 8, 2025 (as amended from time to time, the “Agreement”) by and between Assignor, as Purchaser, and Turning Point Church and Ministries, formerly known as Agape’ International Church, as Seller, for the purchase of certain real property and improvements thereon comprising approximately 2.3 acres of land, which is a part of an approximately 9.137 acre tract of land located at 2641 Princess Anne Road in the City of Virginia Beach, Virginia, as more particularly described in the Agreement. In accepting this Assignment, the Assignee agrees to perform all the Assignor’s obligations under the Agreement and as between Assignor and Assignee, will indemnify and hold Assignor harmless of and from any and all liabilities arising under the Agreement.

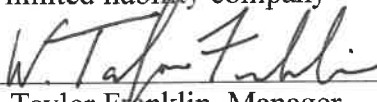
[Signature page follows.]

(Signature page to the Assignment of Purchase Agreement)

WITNESS the following signatures and seals:

ASSIGNOR:

FRANKLIN GROUP COMPANIES, LLC,
a Virginia limited liability company

By: 
W. Taylor Franklin, Manager

By: 
Wendell C. Franklin, Manager

ASSIGNEE:

THE SILO APTS., LP,
a Virginia limited partnership

By: The Silo Apts. GP, LLC,
its General Partner

By: TF81 Enterprises Management, LLC,
its Manager

By: 
W. Taylor Franklin, Manager

By: WCF Enterprises Management, LLC,
its Manager

By: 
Wendell C. Franklin, Manager

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this "Agreement"), is made as of this 8th day of APRIL, 2025, by and between **TURNING POINT CHURCH AND MINISTRIES**, formerly known as **AGAPAE' INTERNATIONAL CHURCH** ("Seller"); and **FRANKLIN GROUP COMPANIES, LLC**, a Virginia limited liability company (formerly known as Franklin Johnston Group Management & Development, LLC), and/or assigns ("Buyer").

RECITALS

A. Seller owns an approximate 9.137-acre tract of land and improvements thereon located at 2641 Princess Anne Road in the City of Virginia Beach, Virginia, identified as GPIN Number 1494-64-1457-0000 (the "Overall Tract"), which is more particularly described on the attached Exhibit A.

B. Buyer desires to purchase from Seller, and Seller desires to sell to Buyer all of Seller's right, title and interest in and to an approximate 2.3-acre portion of the Overall Tract as more particularly depicted on the attached Exhibit B (the "Property").

C. Buyer and Seller are entering into this Agreement to set forth their mutual rights and obligations with respect to the Property.

AGREEMENT

For and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree and covenant as follows:

Article 1.

Sale and Purchase of Property

Section 1.1. Sale and Purchase. Pursuant to the terms and conditions of this Agreement, Seller agrees to sell, and Buyer agrees to purchase the Property, together with all easements, leases, licenses, approvals, permits, rights-of-way, and appurtenances belonging to the Property, provided the same do not render title uninsurable or unmarketable.

Section 1.2. Purchase Price. The purchase price of the Property (the "Purchase Price") shall be One Million and No/100 Dollars (\$1,000,000.00). At Closing (as hereinafter defined) Buyer shall pay in cash or other immediately available funds the Purchase Price less the Deposit, and any Extension Deposit(s).

Section 1.3. Deposit. Within five (5) business days after full execution of this Agreement, Buyer shall deposit Fifty Thousand and No/100 Dollars (\$50,000.00) (the "Deposit") with NexGen Title Agency, 101 W. Main Street Suite 102, Norfolk, Virginia 23510, attention: Dave Breen ("Escrow Agent"), which shall hold the Deposit in an interest-bearing, federally insured account, with interest accruing on the Deposit to be considered the property of Buyer. Upon the expiration of the Study Period (as hereinafter defined), and so long as this Agreement has not been sooner terminated by Buyer pursuant to the terms hereof, a Ten Thousand Dollar

(\$10,000.00) portion of the Deposit shall become non-refundable to Buyer (except as otherwise provided herein). Upon the expiration of the Approvals Period (as hereinafter defined), and so long as this Agreement has not been sooner terminated by Buyer pursuant to the terms hereof, the remaining Forty Thousand Dollar (\$40,000.00) portion of the Deposit shall become non-refundable to Buyer (except as otherwise provided herein). Unless previously distributed in accordance with this Agreement, the Deposit, and any Extension Deposit(s), shall be applied to the Purchase Price at Closing.

Section 1.4. Prorations. Buyer and Seller shall prorate and apportion all the following costs and expenses as of the Closing Date (as hereinafter defined) according to their respective periods of ownership of the Property: state and local ad valorem taxes (with any applicable penalties, late fees, or interest accruing thereon being paid by Seller); special or general assessments; utility charges including, but not limited to, water, storm and sanitary sewer charges; and all other items customarily prorated.

Section 1.5. Roll Back Taxes. Seller shall be responsible for any and all rollback taxes, if any, applicable to the Property as a result of the transaction contemplated herein.

Article 2. Study Period

Section 2.1. Buyer's Studies.

a. **Study Period.** Upon the date of full execution of this Agreement, and until 5:00pm EST on the date that is sixty (60) days thereafter (the "Study Period"), Buyer and its agents may enter and access the Property and perform any tests, evaluations, studies or reports including, without limitation, the following: title examination, appraisal, physical survey, soil borings or testing, compaction tests, environmental inspections, engineering studies, topographic inspections, economic feasibility studies, land planning and engineering, and any other studies or reports Buyer shall deem necessary or desirable in connection with Buyer's contemplated purchase of the Property (collectively, "Studies"). Such tests, evaluation, studies or reports shall be conducted in such a manner as to minimize damage to the Property to the extent practicable. Buyer shall maintain commercially reasonable insurance coverage for its due diligence activities.

b. **Seller's Provision of Studies.** Within ten (10) days after full execution of this Agreement, Seller shall deliver to Buyer all Studies in possession of Seller, or any other party controlled by or related to Seller including, without limitation, the following: the most recent title policy and survey of the Property, the organizational and/or governing documents of Seller, any environmental reports performed with respect to the Property, any engineering reports performed with respect to the Property, any wetlands studies, delineations, or determinations performed with respect to the Property, and any documents or agreements affecting or encumbering the Property whether or not they appear in the public land records.

Section 2.2. Indemnification. Buyer shall indemnify, defend and hold Seller harmless from and against all cost, loss, damage and expense, including reasonable attorneys' fees, arising out of any Studies conducted by or at the request of Buyer upon the Property; however, no individual member or manager of Buyer shall be held liable in accordance with the aforementioned

indemnification. The indemnification contained in this Section does not include indemnification for loss, cost or expense resulting solely from any unfavorable test results or the discovery of any undesirable existing conditions on the Property, including, without limitation, any loss resulting from any decrease in the fair market value of all or any portion of the Property, or the inability of Seller to market the Property due solely to any such discovery or unfavorable test results. This Section 2.2 shall survive Closing and/or the earlier termination of this Agreement.

Section 2.3. Easement Agreement. The Property shall include the existing retention pond located on the Overall Tract (the "Retention Pond"). During the Study Period, Buyer shall submit a draft easement agreement (the "Easement Agreement") to Seller for Seller's review and approval, which approval shall not be unreasonably withheld, conditioned or delayed. The Easement Agreement will provide Seller with a drainage and impoundment easement to continue to drain stormwater from the remainder of the Overall Tract into the Retention Pond (as the Retention Pond may be modified and/or enlarged to accommodate Buyer's proposed development) in a volume equal to or less than the volume of stormwater that currently drains into the Retention Pond from the remainder of the Overall Tract as of the date of execution of this Agreement. Pursuant to the Easement Agreement, Buyer will be responsible for the maintenance and repair of the Retention Pond, subject to reimbursement by Seller for Seller's pro-rata share of such costs (based upon acreage).

Section 2.4. Termination During Study Period. If Buyer is dissatisfied with the results of any of the Studies for any or no reason, or if Buyer determines, in Buyer's sole discretion, that all or a portion of the Property is unsuitable to Buyer for any or no reason including, without limitation, economic feasibility, then Buyer may terminate this Agreement on or before the expiration of the Study Period by giving written notice to Seller. In such event, the Escrow Agent shall refund the Deposit to Buyer, and this Agreement shall terminate and become null and void, at which time the parties shall have no further rights or obligations to one another other than those that expressly survive the termination of this Agreement pursuant to the terms hereof.

Section 2.5. Title Objections. Notwithstanding Buyer's right to terminate this Agreement during the Study Period, if Buyer determines there are objectionable matters discovered during a title examination and/or survey of the Property (collectively, "Objections"), then, on or before the expiration of the Study Period, Buyer shall have the right to notify Seller of its Objections in writing. Within ten (10) days after receipt of Buyer's notice, Seller shall elect in writing to either (a) cure the Objections, in which case Seller shall complete its cure prior to Closing, or (b) not cure all of the Objections. If Seller fails to make an election within such ten (10) day period or elects not to cure all of the Objections, then Buyer may elect to terminate this Agreement by giving Seller written notice thereof within ten (10) days after Seller fails to make an election or Seller's election not to cure the Objections(s), in which event Escrow Agent shall refund the Deposit to Buyer, and this Agreement shall terminate and become null and void. If Buyer does not inform Seller of its election to terminate within the ten (10) day period set forth in the immediately preceding sentence, then Buyer shall be deemed to have waived the Objection(s) and shall thereafter proceed to perform its obligations set forth in this Agreement.

Article 3. Governmental Approvals

Section 3.1. Buyer's Approvals. Seller and Buyer acknowledge that the development of Buyer's intended use of the Property will require (a) approval by the Virginia Beach City Council of a re-zoning of the Property to a zoning classification acceptable to Buyer in its sole discretion (the "Re-Zoning"), (b) the modification of any conditional use permit(s) affecting the Overall Tract to exclude the Property (the "CUP Modification"), and (c) other approvals (including, without limitation, final site plan and building plan approvals) (together, the "Approvals"). Buyer shall have a period of three hundred sixty-five (365) days after the expiration of the Study Period (the "Approvals Period") within which to obtain the Approvals (subject to conditions and/or exactions acceptable to Buyer in Buyer's sole discretion, and, with respect to the CUP Modification, also subject to Seller's reasonable approval). If Buyer is unable to obtain the Approvals, then Buyer may elect to terminate this Agreement by giving Seller written notice thereof prior to the expiration of the Approvals Period, in which event this Agreement shall become null and void, the parties shall have no further rights or obligations to one another hereunder, and the Deposit shall be distributed as follows: a \$10,000 portion of the Deposit shall be paid to Seller and a \$40,000 portion of the Deposit shall be returned to Buyer. If Buyer does not terminate this Agreement prior to the expiration of the Approvals Period, then Buyer shall be deemed to have waived its right to terminate this Agreement pursuant to this Section 3.1.

Section 3.2. Subdivision. During the Approvals Period, Buyer (at its sole cost and expense) will pursue the approval by the City of Virginia Beach of a subdivision plat (the "Resubdivision Plat") separating the Property from the remainder of the Overall Tract and combining it with adjacent real property owned by an affiliate of Buyer (the "Buyer's Adjacent Parcel"). The final location and dimensions of the Property will be subject to the written approval of Seller, which shall not be unreasonably withheld, conditioned or delayed. In the event Buyer is unable to obtain final approval by the City of Virginia Beach of the Resubdivision Plat prior to the expiration of the Approvals Period, then Buyer may elect to terminate this Agreement by giving Seller written notice thereof prior to the expiration of the Approvals Period, in which event this Agreement shall become null and void, the parties shall have no further rights or obligations to one another hereunder, and the Deposit shall be distributed as follows: a \$10,000 portion of the Deposit shall be paid to Seller and a \$40,000 portion of the Deposit shall be returned to Buyer.

Section 3.3. Court Approval of Sale. Seller and Buyer acknowledge that the sale of the Property requires issuance by the Virginia Beach Circuit Court of a final unappealable Order in a form reasonably acceptable to Buyer and Buyer's title company and lender affirming the appointment of the Trustees of the Seller, acknowledging the authorization and approval of the Trustees to sell the Property to the Buyer for the Purchase Price, and authorizing the Trustees to execute any Deeds, settlement statements, owners' affidavits or other documents as may be required to complete the sale of the Property (the "Court Order"). Seller shall obtain such Court Order in a form reasonably acceptable to Buyer's lender and title company at Seller's sole cost and expense prior to the Closing Date.

Section 3.4. Cooperation. Seller and Buyer, and their respective agents, employees and contractors, shall act in good faith and use commercially reasonable efforts to cooperate in the pursuit of Buyer's Approvals and the Resubdivision Plat. Such cooperation shall include, but not

be limited to, the signing and returning of any applications or agreements reasonably required to obtain all rezoning, re-subdivision and site plan approvals.

Article 4. Conveyance of Property

Section 4.1. Closing. Unless earlier terminated pursuant to the terms hereof, the consummation of the transaction contemplated by this Agreement ("Closing") shall occur on the date that is thirty (30) days after expiration of the Approvals Period (the "Closing Date"). Closing shall occur at the offices of the Escrow Agent or by mail, as Buyer and Seller may mutually agree, and all deliveries required by Seller and Buyer hereunder shall be made to the Escrow Agent, who shall settle the transaction contemplated by this Agreement. Buyer may extend the Closing Date up to two (2) periods of thirty (30) days each (each an "Extension Period") by delivering to Seller a written notice of extension prior to the then current Closing Date, and simultaneously delivering to the Escrow Agent the sum of Ten Thousand and No/100 Dollars (\$10,000.00) (each an "Extension Deposit") (which Extension Deposit(s) shall be immediately nonrefundable to Buyer, except as otherwise provided herein and shall be applied to the Purchase Price at Closing).

Section 4.2. Buyer's Right to Expedite Closing Date. Notwithstanding any other provision contained in Section 4.1, above, Buyer shall have the right to settle this transaction prior to the Closing Date on a date assigned by Buyer, provided that (a) all conditions contained in Article Six of this Agreement have been either satisfied or waived in writing by the party having authority to do so, and (b) Buyer has given Seller ten (10) days' written notice prior to the new date of Closing.

Section 4.3. Seller's Deliveries at Closing. Unless an earlier date is specified in this Section, on or before the Closing Date, Seller shall, at its own expense, prepare and deliver, in addition to any other document required to be delivered by Seller under the terms of this Agreement, the following to the settlement agent conducting the Closing:

a. **Court Order.** A copy of the Court Order certified as true and accurate by the Clerk's Office of the Circuit Court of the City of Virginia Beach.

b. **Deed and Possession.** A duly-executed and authorized special warranty deed conveying the Property to Buyer, as set forth herein, together with possession of the Property, free and clear any liens, encumbrances, or rights of possession (including but not limited to Objections Seller elects to cure but fails to cure prior to closing, and/or title matters arising after the expiration of the Study Period) other than those deemed waived by Buyer pursuant to Article Two, above. Seller shall separately quitclaim to Buyer the entirety of the parcel created by the combination of the Property and the Buyer's Adjacent Parcel. Seller shall submit the deed(s) for Buyer's review prior to Closing.

c. **Resubdivision Plat.** A duly executed Resubdivision Plat executed by Seller and otherwise ready for recordation in the Circuit Court Clerk's Office of the City of Virginia Beach.

d. **Easement Agreement.** Seller's executed and notarized counterpart of the Easement Agreement.

e. Owner's Affidavit. A duly executed affidavit, in a reasonable form prescribed by the title insurance company used by Buyer, certifying that the Property is not subject to any unrecorded agreements, leases or rights of possession, and that no work has been performed upon the Property prior to Closing that would allow a mechanic's, laborers' or materialmen's lien to attach to the Property.

f. Tax Forms. A duly-executed residency status tax reporting form reasonably required by Buyer, Buyer's title company, or the settlement agent conducting Closing, including, without limitation, Virginia Form R-5 or R-5E, a FIRPTA form certifying Seller is not a "foreign person," as defined by Section 1445 of the Internal Revenue Code, an IRS Form 1099 or 1099-S, and any other forms required to be produced to tax authorities in connection with the transfer of the Property.

g. Seller's Closing Costs. Seller shall pay Seller's attorney's fees, any applicable grantor's taxes, and any prorations due from Seller for the period of Seller's ownership of the Property prior to and including the Closing Date.

h. Authorizations. Prior to Closing, Seller shall deliver (to the extent applicable) certified copies of Seller's organizational documents, resolutions, or other evidence acceptable to Buyer's counsel and its title company demonstrating Seller's authority to convey the Property to Buyer.

i. Miscellaneous Documents. Prior to Closing, Seller shall deliver any other document(s) reasonably required by Buyer's title company or lender to the extent that such documents do not result in (i) material financial obligation(s) to Seller or (ii) Seller having to produce documents not in its possession or control.

Section 4.4. Buyer's Deliveries at Closing. At Closing, and in addition to any other items required to be delivered under the terms of this Agreement, Buyer shall deliver or cause to be delivered to the Escrow Agent the following:

a. Purchase Price. By wire transfer, certified check, or other immediately available funds, the balance of the Purchase Price due from Buyer, as adjusted by the amount of the Deposit and any Extension Deposit(s).

b. Buyer's Closing Costs. In addition to the Purchase Price, Buyer shall pay the cost of recording the deed, any transfer taxes, costs and expenses of Buyer's attorneys, engineers, surveyors, title insurers or other professionals engaged by Buyer in connection with the Studies or other evaluations of the Property.

c. Easement Agreement. Buyer's executed and notarized counterpart of the Easement Agreement.

Article 5. Representations and Warranties

Section 5.1. Seller's Representations. Seller represents and warrants to Buyer as follows with respect to the Property:

a. Authorization. Seller has the lawful right, power, authority and capacity to sell the Property to Buyer in accordance with the terms of this Agreement, without the approval or authorization of any other party.

b. Ownership. As of the Closing Date, the Property will not be subject to any (i) unrecorded deeds, leases, easements, licenses, or other rights; (ii) rights of parties in possession, other than Seller; or (iii) option contract, right of first refusal, or other contract pursuant to which any other party has any right to purchase an interest in the Property.

c. Title. Seller shall convey good and marketable fee simple title to the Property to Buyer, free and clear of all liens, leases, encumbrances, judgments, or charges of any kind that are not otherwise accepted by Buyer in writing or waived by Buyer pursuant to Article Two above.

d. No Agreements Violated. The execution of this Agreement, and the consummation of the purchase contemplated hereby, are consistent with and not in violation of any contract, agreement, or other obligation to which Seller is a party.

e. Violations of Law. To the Seller's actual knowledge as of the date of this Agreement, there are no current, pending, or threatened actions against the Seller or the Property arising out of the violation or alleged violation of any federal, state or local law, regulation, rule, or ordinance including, but not limited to, any environmental law, subdivision ordinance or zoning ordinance, and Seller represents and warrants there shall be none at closing. As of the date of this Agreement, Seller is unaware of any present or threatened condemnation or eminent domain proceeding affecting the Property.

f. Environmental Matters.

i. Definitions. When used in this Agreement, the following capitalized terms shall have the following definitions:

1. "Environmental Condition" means any condition including, without limitation, the Release of Hazardous Materials, located on or affecting the Property that could require remedial action or which may result in claims, demands, liabilities, costs or expenses to Buyer.

2. "Hazardous Materials" means asbestos and any and all pollutants, dangerous substances, toxic substances, hazardous wastes, hazardous materials and hazardous substances as referenced or defined in, or pursuant to, any federal, state, local or other applicable environmental law, statute, ordinance, rule, order, regulation or standard in effect on the date hereof including, without limitation, the Resource Conservation and Recovery Act (42 U.S.C. 6901, et seq.), as amended, the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 135, et seq.), as amended, the Comprehensive Environmental Response, Compensation and Liability act (42 U.S.C. 9601, et seq.), as amended, and the Toxic Substance Control Act (15 U.S.C. 2601, et seq.), as amended.

3. "Notice" means any written, civil, administrative or criminal summons, citation, directive, order, claim, litigation, investigation, proceeding, judgment, letter or

other communication from the United States Environmental Protection Agency, the Virginia Department of Environmental Quality, or any other federal, state or local agency or authority, or any other entity or any individual, concerning any intentional or unintentional act or omission which has resulted or which may result in the Release of Hazardous Materials on or into the Property, a violation of an Environmental Law, or otherwise relate to an Environmental Condition.

4. "Release" means placing, releasing, depositing, spilling, leaking, pumping, emitting, emptying, discharging, injecting, escaping, leaching, disposing or dumping.

ii. Representation. Seller represents to the best of Seller's knowledge and belief as of the date of this Agreement that (a) there are no Hazardous Materials existing above, on or beneath the Property; (b) there has been no Release of Hazardous Materials above, on or beneath the Property; (c) there has been no illegal filling of the Property, nor has the Property been used as a public or private landfill, dump or site for refuse disposal; (iv) no solid waste units, equipment or underground storage tanks have been located on the Property, and (iv) Seller has received no Notice nor is Seller aware of an Environmental Condition affecting the Property.

g. Bankruptcy. No bankruptcy, insolvency, rearrangement, or similar action or proceeding, whether voluntary, is pending or threatened against Seller, and Seller has no intention of filing or commencing any such action or proceeding, and Seller represents and warrants there shall be none at closing.

h. Taxes. Seller remains responsible for and shall continue to pay any and all taxes required to be paid in relation to the Property at all times before the Closing Date.

i. Binding Nature. This Agreement constitutes the valid and binding obligation of Seller, and is enforceable in accordance with its terms.

j. Continuing Obligation. The representations, warranties, and covenants set forth in this Agreement constitute the continuing obligations of Seller and shall survive Closing for a period of one (1) year. Prior to the Closing Date, Seller shall take no action which shall cause any of the representations, warranties, or covenants to become misleading in any respect and, if Seller becomes aware of any inaccuracies in the representations, warranties, or covenants set forth herein prior to the Closing Date, it shall immediately notify the Buyer of those inaccuracies and the facts or circumstances surrounding the inaccuracies. Buyer's obligations under this Agreement are contingent upon the representations, warranties and covenant set forth herein being true and accurate as of the date of this Agreement and continuing to be true and accurate as of the Closing Date.

Section 5.2. Buyer's Representations. Buyer represents and warrants to Seller as follows:

a. Authorization. Buyer has the lawful right, power, authority, and capacity to purchase the Property in accordance with the terms, provisions and conditions of this Agreement.

b. No Agreements Violated. The execution of this Agreement, and the consummation of the purchase contemplated hereby, are consistent with and not in violation of any contract, agreement, or other obligation to which Buyer is a party.

c. Binding Nature. This Agreement constitutes the valid and binding obligation of Buyer, and is enforceable in accordance with its terms.

d. Continuing Obligation. Prior to the Closing Date, Buyer shall take no action which shall cause any of the representations, warranties, or covenants to become misleading in any respect and, if Buyer becomes aware of any inaccuracies in the representations, warranties, or covenants set forth herein prior to the Closing Date, it shall immediately notify the Seller of those inaccuracies and the facts or circumstances surrounding the inaccuracies. Seller's obligations under this Agreement are contingent upon the representations, warranties and covenant set forth herein being true and accurate as of the date of this Agreement and continuing to be true and accurate as of the Closing Date.

Article 6.

Conditions of Buyer's and Seller's Obligations

Section 6.1. Conditions of Buyer's Obligations. Buyer's obligation to consummate the purchase and sale of the Property on the Closing Date shall be subject to the satisfaction or performance of the following terms and conditions, any one or more of which may be waived in writing by Buyer, in whole or in part, on or as of the Closing Date.

a. The Property shall be free and clear of any liens, encumbrances, or rights of possession arising between the date of full execution of this Agreement and Closing;

b. The physical condition of the Property at Closing shall be substantially the same as the condition of the Property at the time this Agreement is fully executed;

c. Seller shall have fully and completely kept, observed, performed, satisfied and complied in all material ways with all terms and conditions required by this Agreement to be kept, observed, performed, satisfied or complied with by Seller before, on, or as of the Closing Date;

d. The representations of Seller in this Agreement shall be true and correct in all material respects on and as of the Closing Date except for changes thereto consented to by Buyer under the terms of this Agreement.

If any of the foregoing conditions have not been satisfied or performed as of the Closing Date, Seller shall be considered in default under this Agreement.

Section 6.2. Conditions of Seller's Obligations. Seller's obligation to consummate the purchase and sale of the Property on the Closing Date shall be subject to the satisfaction or performance of the following terms and conditions, any one or more of which may be waived in writing by Seller, in whole or in part, on or as of the Closing Date:

a. Buyer shall have fully and completely kept, observed, performed, satisfied and complied in all material ways with all terms and conditions required by this Agreement to be kept, observed, performed, satisfied or complied with by Buyer before, on, or as of the Closing Date;

b. The representations and warranties of Buyer in this Agreement shall be true and correct in all material respects on and as of the Closing Date;

c. Buyer shall not have terminated this Agreement pursuant to the express terms hereof prior to the Closing Date.

If any of the foregoing conditions (other than Section 6.2.c.) have not been satisfied or performed as of the Closing Date, Seller, at Seller's option, shall have the right to waive one or more of the conditions, in writing, and proceed to Closing, notwithstanding that the conditions have not been satisfied or performed, or exercise any of its rights and remedies set forth in this Agreement.

Article 7. Default and Remedies

Section 7.1. Seller's Default. In the event Seller is in breach of or fails or refuses to perform its obligations under this Agreement, Buyer shall be entitled to exercise, in its sole discretion, any of the following remedies: (a) to purchase the Property notwithstanding such default pursuant to the remaining terms and provisions of this Agreement, in which event such default shall be deemed waived and without a reduction in Purchase Price; (b) to terminate this Agreement, in which event the Escrow Agent shall return the Deposit and any Extension Deposit(s) to Buyer, and Seller shall reimburse Buyer for Buyer's actual fees and expenses related to any Studies, Buyer's Approvals, and the Subdivision Plat; (c) to pursue the remedy of specific performance; or (d) in the event of a breach of Seller's representations and warranties under Section 5.1, above, which is discovered after Closing, to pursue any remedy available to Buyer at law or equity (including but not limited to damages). Notwithstanding the foregoing, Buyer shall first give Seller ten (10) days prior written notice and an opportunity to cure such default prior to exercising its remedy.

Section 7.2. Buyer's Default. In the event Buyer is in breach of or fails or refuses to perform its obligations under this Agreement, other than its Indemnity obligations as set forth in Article 2, Seller's sole and exclusive remedy shall be to direct the Escrow Agent to pay to it the Deposit and any Extension Deposit(s), as liquidated damages, in which event this Agreement shall terminate and become null and void. Notwithstanding the foregoing, Seller shall first give Buyer ten (10) days prior written notice and an opportunity to cure such default prior to exercising its remedy.

Section 7.3. Attorney's Fees. If any legal action is commenced to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which the prevailing party may be entitled.

Article 8.

Condemnation and Casualty

Section 8.1. Condemnation. In the event that any eminent domain proceeding (including a temporary taking) affecting the Property, or any part thereof is commenced by a governmental body or quasi-governmental body, public service corporation, or other entity having the power of eminent domain (a "Condemnation") (which shall include, but not be limited to, the initial approval of such body to proceed with the acquisition of all or a part of the Property by negotiation or eminent domain), Seller shall promptly give Buyer written notice thereof, and Buyer shall have the option: (a) to have sole authority to negotiate the purchase or acquisition price and to receive the award resulting from the Condemnation, in which event such award shall be paid (or if not then received, the right to the award shall be assigned) to Buyer, and this transaction shall be closed in the same manner as if no such condemnation or other taking had occurred; or (b) to reject title to the Property, in which event this Agreement shall terminate, the Escrow Agent shall return the Deposit, and any Extension Deposit(s), to Buyer, and neither party shall have any further obligation to the other hereunder. Seller represents and warrants that it has received no notice, nor is Seller aware, of any pending or threatened acts of Condemnation. Seller covenants and agrees not to solicit, request, support, participate in, or otherwise encourage a Condemnation of the Property during the effective period of this Agreement.

Section 8.2. Insurance; Risk of Loss. If all or any portion of the Property is destroyed or damaged by one or more fires, windstorms, hurricanes, hailstorms, floods, explosions, earthquakes or other casualties prior to Closing, Seller shall give Buyer prompt notice thereof, and if such damage or destruction is not fully restored, repaired or replaced by the Closing Date, Buyer shall have the option (a) to receive the insurance proceeds recovered by reason of such damage or destruction, in which event the amount of the recovery shall be paid (or if not then received, the right to receive the same shall be assigned) to Buyer, and this transaction shall be consummated as though no such damage or destruction had occurred; or (b) to reject title to the Property, in which event this Agreement shall terminate, the Escrow Agent shall return the Deposit, and any Extension Deposit(s), to Buyer, and neither party shall have any further obligation to the other hereunder.

Article 9.

Miscellaneous

Section 9.1. Governing Law. This Agreement is executed under seal and shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Virginia, notwithstanding its choice of law rules.

Section 9.2. Assignment. Buyer may assign its rights and obligations under this Agreement to any entity, a member or manager of which is also a member or manager of Buyer.

Section 9.3. Brokers. Joshua Britt of Prodigy Realty ("Broker") is currently serving as real estate broker to Seller in connection with the transaction contemplated by this Agreement, and at Closing Seller will pay Broker a commission in an amount of three percent (3%) of the Purchase Price (the "Brokerage Fee"). Other than Broker, Seller and Buyer warrant that they have not dealt with any other broker, agent or finder that would require the payment of a

commission, charge or other compensation. Seller shall hold Buyer harmless and indemnify Buyer from and against all claims, costs, expenses or liability (including, without limitation, the cost of counsel fees in connection therewith) for any commissions, charges or other compensation claimed by any agent, broker or finder as a result of the breach of their respective parts of the representations contained in this paragraph.

Section 9.4. Disclosure of Licensure. The Parties acknowledge that the members and/or managers of Buyer include real estate brokers and salespersons licensed in the Commonwealth of Virginia.

Section 9.5. Entire Understanding. This Agreement sets forth the entire agreement and understanding between the parties with respect to the transaction contemplated hereby and supersedes all prior or contemporaneous, oral or written agreements, arrangements and understandings between the parties regarding the subject matter hereof. No representation, promise, inducement or statement of intention has been made by Seller or Buyer which is not embodied in this Agreement, the exhibits hereto or the statements, deeds, certificates, schedules or other documents delivered pursuant hereto or in connection with the transaction contemplated hereby.

Section 9.6. Binding Nature. All the terms, representations, and conditions of this Agreement shall be binding upon, and inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns.

Section 9.7. Waiver or Modification. No waiver by any party of any condition, or the breach of any term, representation or warranty set forth in this Agreement, shall be deemed a waiver of any such term, representation or warranty, unless the same shall be in writing. Any modification or amendment to this Agreement shall be made only by a writing executed by both parties hereto.

Section 9.8. Business Days. If the final day of any period of time set out in any provision of this Agreement falls on a Saturday, Sunday or holiday recognized by the federal government of the United States, then in such case, such period shall be deemed extended to the next day which is not a Saturday, Sunday or holiday recognized by the federal government of the United States.

Section 9.9. Gender. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural and vice versa, unless the context requires otherwise.

Section 9.10. Captions. The captions used in connection with the Sections and subsections of this Agreement are for reference and convenience only and shall not be deemed to construe or limit the meaning of the language contained in this Agreement or be used in interpreting the terms and provisions of this Agreement.

Section 9.11. Counterparts. This Agreement may be executed in two or more counterparts and by PDF and shall be deemed to have become effective when and only when one or more of such counterparts or PDF shall have been signed by or on behalf of each of the parties hereto (although it shall not be necessary that any single counterpart be signed by or on behalf of

each of the parties hereto, and all such counterparts shall be deemed to constitute but one and the same instrument), and shall have been delivered by each of the parties to the other.

Section 9.12. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement.

Section 9.13. Notices. Unless otherwise expressed herein, all notices permitted or required hereunder, including changes of address, shall be in writing and shall be given by: (a) an established express delivery service which maintains delivery records; (b) hand delivery; or, (c) certified or registered mail, postage prepaid, return receipt requested. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery. The notices shall be sent to the parties at the following addresses, or such different addresses as the parties may, by notice, specify:

Seller: Turning Point Church and Ministries
P.O. Box 6214
Virginia Beach, VA 23456
Attn: _____
Email: _____
() _____ - _____

Copy to: Coleman and Coleman, PLC
611 Lynnhaven Parkway
Virginia Beach, VA 23452
Attn: Bailey Bauernfeind
Email: Bailey@colemanbrotherslaw.com
(757) 965-8482

Buyer: Franklin Group Companies, LLC
300 32nd Street, Suite 310
Virginia Beach, Virginia 23451
Attn: James W. Noel, III, Esq.
Email: jnoel@tfjgroup.com
(757) 961-0955

Copy to: Troutman Pepper Locke LLP
222 Central Park Avenue, Suite 2000
Virginia Beach, VA 23462
Attn: Robert P. Beaman, III, Esq.
Email: Rob.Beaman@troutman.com
(757) 687-7547

Section 9.14. Consents. To the extent that any written consent or approval by Seller is required hereunder, Buyer may rely upon the written consent or approval of any one of the individual Seller parties as evidence of the consent or approval of each Seller party.

Section 9.15. Force Majeure. As used in this Agreement, the term “Force Majeure” means any cause beyond the parties’ control including, but not limited to, strikes, lockouts, actions of labor unions, riots, storms, floods, litigation, explosions, acts of God or the public enemy, acts of government, insurrection, mob violence, civil commotion, sabotage, terrorism, malicious mischief, vandalism, inability (notwithstanding good faith efforts) to procure, or general shortage of, labor, equipment, materials, facilities, or supplies in the open market, defaults of independent contractors or subcontractors (provided that remedies are being diligently pursued against the same), failures of transportation, fires, other casualties, epidemics, quarantine restrictions, freight embargoes, or severe weather. In the event of any Force Majeure that results in a delay in the performance of either party’s obligations under this Agreement, the time period specified for such performance shall be extended by one (1) day for every day of delay resulting from Force Majeure.

Section 9.16. Time is of the Essence. Time is of the essence with respect to the performance of the obligations of the parties as set forth in this Agreement.

Section 9.17. Escrow Agent. The duties of Escrow Agent in its capacity as an escrow agent for the Deposit, and any Extension Deposit(s), are only those as are herein specifically provided and Escrow Agent shall incur no liability whatsoever in the performance of said duties, except for acts of bad faith, negligence or willful disregard of this Agreement. Seller and Buyer hereby release Escrow Agent from any act done or omitted to be done by Escrow Agent in good faith in the performance of its duties hereunder. Seller and Buyer shall indemnify and hold Escrow Agent harmless against all costs, damages, fees, expenses and liabilities which, in good faith, Escrow Agent may incur in connection with its duties as escrow agent under this Agreement.

IN WITNESS WHEREOF, the parties execute this Agreement as of the date set forth above:

SELLER:

**TURNING POINT CHURCH AND
MINISTRIES, formerly known as AGAPAE'
INTERNATIONAL CHURCH, a church**

BY: [Signature] 2/9/25
Trustee: Heartsille Reynolds DATE

BY: [Signature] 3/2/25
Trustee: Edward Thomas DATE

BY: [Signature] 3/19/25
Trustee: Ronald Hayes DATE

BY: [Signature] 3/2/25
Trustee: Portia McCraw DATE

BY: [Signature] 3/2/25
Trustee: Sharon McPherson DATE

BUYER:

**FRANKLIN GROUP COMPANIES,
a Virginia limited liability company**

By: _____
Manager
Date: _____

By: _____
Manager
Date: _____

IN WITNESS WHEREOF, the parties execute this Agreement as of the date set forth above:

SELLER:

**TURNING POINT CHURCH AND
MINISTRIES, formerly known as AGAPAE'
INTERNATIONAL CHURCH, a church**

BY: _____
Trustee: Heartsille Reynolds DATE

BY: _____
Trustee: Edward Thomas DATE

BY: _____
Trustee: Ronald Hayes DATE

BY: _____
Trustee: Portia McCraw DATE

BY: _____
Trustee: Sharon McPherson DATE

BUYER:

**FRANKLIN GROUP COMPANIES,
a Virginia limited liability company**

By: _____
Manager
Date: 4/8/2025

By: _____
Manager
Date: 4/8/2025

Exhibit A

Legal Description

GPIN: 1494-64-1457-0000

ALL THAT certain lot, piece or parcel of land, lying, being and situate in the City of Virginia Beach, Virginia, together with the buildings thereon and the appurtenances thereunto belonging, being known, numbered and designated as PARCEL A, as shown on that certain plat entitled, "Subdivision of Property of Courthouse Baptist Church of Virginia Beach, Virginia (D.B. 3482, P. 793), formerly property of William E. and Mildred E. Godwin, as shown on plat entitled 'Boundary Survey of Property of William E. and Mildred E. Godwin, and Seaboard Savings and Loan Association' (D.B. 2718, P. 304)", Princess Anne Borough, Virginia Beach, Virginia" prepared by John E. Sirine and Associates, Ltd. and dated July 15, 1995, which said plat is recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia in Map Book 246, at Pages 91 and 92.

LESS AND EXCEPT that certain portion of real estate containing 1.730 acres, more or less, conveyed to the Commonwealth of Transportation Commission of Virginia, by Certificate of Take recorded in the aforesaid Clerk's Office as Instrument Number 20071017001410450.

IT BEING the same property conveyed to Agapae' International Church, formerly known as Agapae' World Outreach Center, a church, by Deed from Norman S. Smith, Leslie W. Smith, and Lonnie Glossin, Trustees for Courthouse Baptist Church, dated April 14, 1997, and recorded April 22, 1997 in the aforesaid Clerk's Office in Deed Book 3730, Page 1261.

Exhibit B

Approximate Location of Property to be acquired is below, with total acreage of 2.3 AC. Exact extents of the Property to be determined during the Approvals Period.





City of Virginia Beach - VB Property Search

14946414570000

2641 Princess Anne Rd, Virginia Beach, VA,
23456

TURNING POINT CHURCH AND MINISTRIES

Total Value

\$1,133,800

OVERVIEW

KEY INFORMATION

GPIN (Parcel ID)	14946414570000
Situs Address	2641 Princess Anne Rd, Virginia Beach, VA, 23456
Mailing Address	2641 PRINCESS ANNE RD, VIRGINIA BEACH, VA, 23456-2507
Owner 1	TURNING POINT CHURCH AND MINISTRIES
Owner 2	-
Legal Description	COURTHOUSE BAPTIST CHURCH VA BCH PT PAR A 9.137 AC
Council District	D02
Neighborhood	Princess Anne
Property Class	Tax Exempt
Class Description	708 Religious - Churches

FY25/26 ASSESSMENT

Land Value	\$356,300
Improvement Value	\$777,500
Total Value	\$1,133,800

LAND INFORMATION

CLASS DESCRIPTION	MAP BOOK	MAP PAGE	LAND USE	ZONING	LAND SIZE
708 Religious - Churches	-	-	No	AG2	397,753.50 SF

BUILDING INFORMATION

C01 - 708 RELIGIOUS - CHURCHES

IMPROVEMENTS

USE CODE	DESCRIPTION	ID #	CONSTRUCTED YR.	SIZE
CHURCH	Church	C	2000	4,500 SF
PAVING	Paving	01	2000	27,000 SF

FLOOR DETAIL

FLOORS	FINISHED AREA	DESCRIPTION	HVAC	SPRINKLERS	FRAMING CLASS
1	4,500 SF	Church	-	-	Class D - Wood Joist
Total:	4,500 SF				

INTERIOR & EXTERIOR FEATURES

INTERIOR & EXTERIOR FEATURES	SIZE/COUNT
Roof Extension Canopy	153

SALES INFORMATION

INSTRUMENT NO.	DEED BOOK	DEED PAGE	DEED DESCRIPTION	SALE DATE	SALE PRICE	MULTI-PARCEL
+ 20250522NC01	-	-	NAME CHANGE	05/22/2025	\$0	NO
Grantee	TURNING POINT CHURCH AND MINISTRIES					
Grantor	AGAPAE INTERNATIONAL CHURCH					
+ 0000000000000000	3730	1261	GENERAL WARRANTY	05/23/1997	\$600,000	NO
Grantee	AGAPAE INTERNATIONAL CHURCH					
Grantor	COURTHOUSE BAPTIST CHURCH OF V B (APHIS HISTORY)					
+ 0000000000000000	3482	793	GENERAL WARRANTY	03/20/1995	\$675,000	NO
Grantee	COURTHOUSE BAPTIST CHURCH OF V B (APHIS HISTORY)					
Grantor	-					

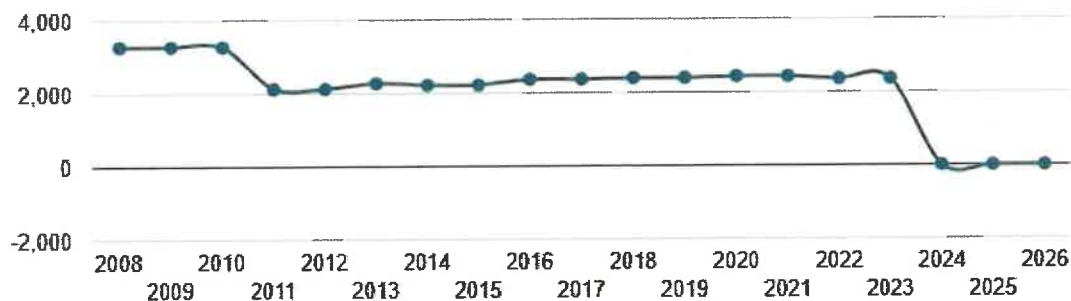
ASSESSMENT HISTORY

* "This assessment history consists of Land Book (July 1) values only and does not display any mid-cycle adjustments to value"

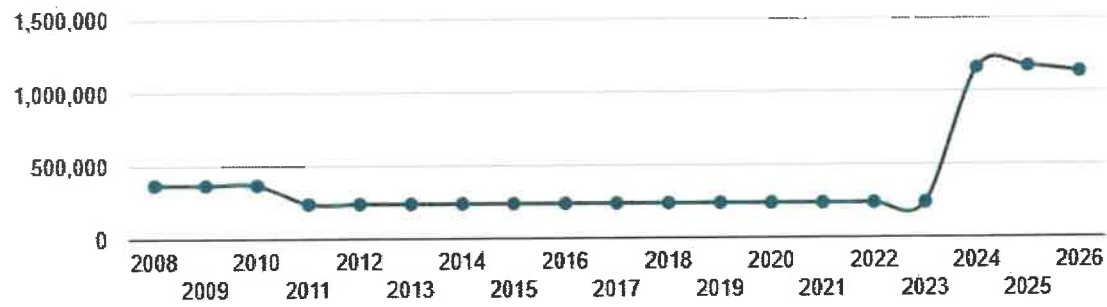
FISCAL YEAR	LAND VALUE	IMPROVEMENT VALUE	TOTAL VALUE	TAX PER \$100	ANNUAL TAXES
2026	\$356,300	\$777,500	\$1,133,800	\$0.97	\$0.00
2025	\$356,300	\$813,900	\$1,170,200	\$0.97	\$0.00
2024	\$356,300	\$802,800	\$1,159,100	\$0.99	\$0.00
2023	\$239,300	\$0	\$239,300	\$0.99	\$2,369.08
2022	\$239,300	\$0	\$239,300	\$0.99	\$2,369.08
2021	\$239,300	\$0	\$239,300	\$1.0175	\$2,434.88
2020	\$239,300	\$0	\$239,300	\$1.0175	\$2,434.88
2019	\$239,300	\$0	\$239,300	\$1.0025	\$2,398.98
2018	\$239,300	\$0	\$239,300	\$1.0025	\$2,398.98
2017	\$239,300	\$0	\$239,300	\$0.99	\$2,369.08
2016	\$239,300	\$0	\$239,300	\$0.99	\$2,369.08
2015	\$239,300	\$0	\$239,300	\$0.93	\$2,225.50
2014	\$239,300	\$0	\$239,300	\$0.93	\$2,225.50
2013	\$239,300	\$0	\$239,300	\$0.95	\$2,273.36
2012	\$239,300	\$0	\$239,300	\$0.89	\$2,129.78
2011	\$239,300	\$0	\$239,300	\$0.89	\$2,129.78
2010	\$368,200	\$0	\$368,200	\$0.89	\$3,276.98
2009	\$368,200	\$0	\$368,200	\$0.89	\$3,276.98
2008	\$368,200	\$0	\$368,200	\$0.89	\$3,276.98

Exemption programs such as Seniors, Disabled Persons, Veterans, Energy Efficient Buildings, etc. are not reflected in the Annual Taxes

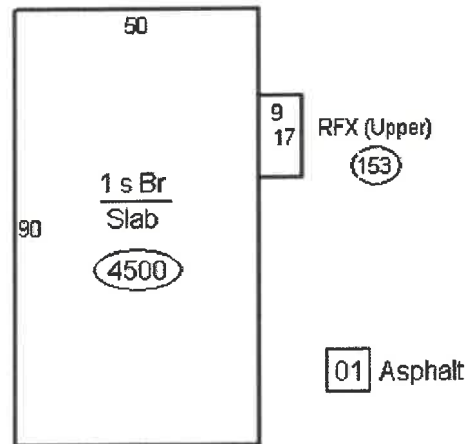
ANNUAL TAXES



ANNUAL ASSESSMENT



note: Modular Building (dbl wide)
located behind building 9/2008



2641 Princess Anne Road

Data last updated: 01/14/2026



City of Virginia Beach - VB Property Search

14945468420000

SOUTHERN23 LLC

Total Value
\$4,840,000

OVERVIEW

KEY INFORMATION

GPIN (Parcel ID)	14945468420000
Situs Address	-
Mailing Address	300 32ND ST STE 310, VIRGINIA BEACH, VA, 23451-2968
Owner 1	SOUTHERN23 LLC
Owner 2	-
Legal Description	RESUP PAR A AND PROP OF W E & P H SAWYER PARCEL 1A 6.258 AC
Council District	D02
Neighborhood	Apartments
Property Class	Commercial/Industrial
Class Description	400 Vacant Commercial Land

FY25/26 ASSESSMENT

Land Value	\$4,840,000
Improvement Value	\$0
Total Value	\$4,840,000

LAND INFORMATION

CLASS DESCRIPTION	MAP BOOK	MAP PAGE	LAND USE	ZONING	LAND SIZE
400 Vacant Commercial Land	-	-	No	A18	272,578.25 SF

BUILDING INFORMATION

No data to display

SALES INFORMATION

No data to display

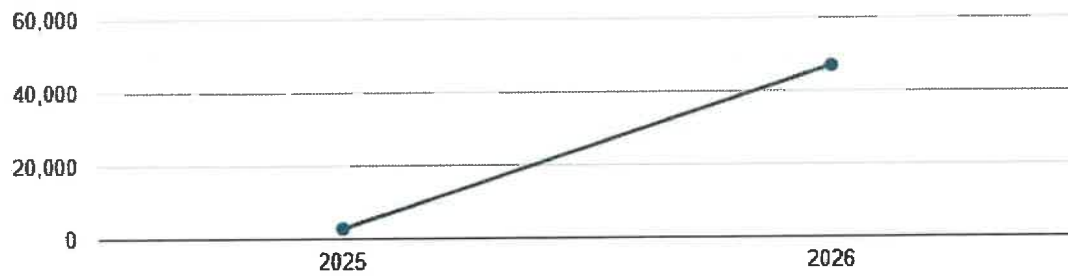
ASSESSMENT HISTORY

* "This assessment history consists of Land Book (July 1) values only and does not display any mid-cycle adjustments to value"

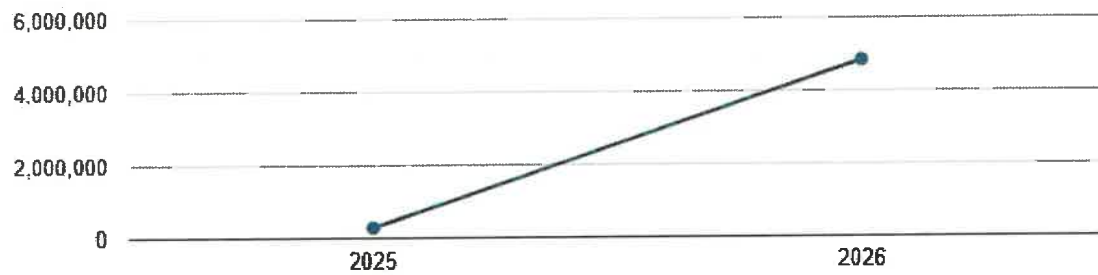
FISCAL YEAR	LAND VALUE	IMPROVEMENT VALUE	TOTAL VALUE	TAX PER \$100	ANNUAL TAXES
2026	\$4,840,000	\$0	\$4,840,000	\$0.97	\$46,948.00
2025	\$287,900	\$0	\$287,900	\$0.97	\$2,792.64

Exemption programs such as Seniors, Disabled Persons, Veterans, Energy Efficient Buildings, etc. are not reflected in the Annual Taxes

ANNUAL TAXES



ANNUAL ASSESSMENT



No Photo Available



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

Jeff Sadler

1-8-26

RESNET Rater Signature

Printed Name

Date

Building Efficiency Resources

Gabriel Pasillas

RESNET Provider Agency

Provider Contact Name

Gabriel Pasillas

hers@theber.com

800-399-9620

Contact Signature

Email

Phone

Home Energy Rating Certificate

Projected Report

Based on Plans

Rating Date:
Registry ID:
Ekotrope ID: dGKp7PKd



HERS® Index Score:

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

48

Annual Savings

\$1,601

*Relative to an average U.S. home

Home:

George Wythe Drive - BMG #18, 3BR Int Over Ambient
Virginia Beach, VA 23456

Builder:

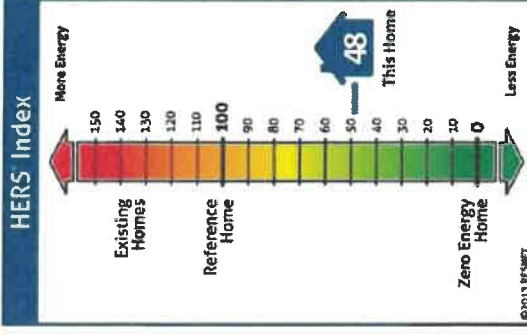
The Franklin Group

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	5.0	\$199
Cooling	2.4	\$95
Hot Water	5.9	\$236
Lights/Appliances	15.4	\$613
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
Total:	28.8	\$1,234

This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.2
ENERGY STAR MF v1.1
ENERGY STAR MF v1.0



Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	1,652 ft ²
Number of Bedrooms:	3
Primary Heating System:	Air Source Heat Pump - Electric - 8.8 HSPF2
Primary Cooling System:	Air Source Heat Pump - Electric - 19 SEER2
Primary Water Heating:	Residential Water Heater - Electric - 0.93 UEF
House Tightness:	0.25 CFM50 / s.f. Shell Area (Adjusted Infiltration: 1.74 ACH50)
Ventilation:	75 CFM - 49 Watts - Supply Only
Duct Leakage to Outside:	3 CFM25 / 100 ft ²
Above Grade Walls:	R-21
Ceiling:	Adiabatic, R-19
Window Type:	U-Value: 0.28, SHGC: 0.23
Foundation Walls:	N/A
Framed Floor:	R-38

Rating Completed by:

Energy Rater: Zachary Barkan
RESNET ID: 5424506
Rating Company: Ecovative Energy Inc.
1102 Buckingham Avenue, Norfolk VA 23508
757-655-3261
Rating Provider: Building Efficiency Resources
PO Box 1769 Brevard, NC 28712
800-399-9620



Zachary Barkan, Certified Energy Rater
Date: 1/9/26 at 2:00 PM



Home Energy Rating Certificate

Projected Report

Based on Plans

Rating Date:

Registry ID:

Ekotrope ID: 26r7Gb82



HERS® Index Score:

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

50

Annual Savings

\$943

*Relative to an average U.S. home

Home:

George Wythe Drive - BMG #2, 1BR Ext Mid Fl
Virginia Beach, VA 23456

Builder:

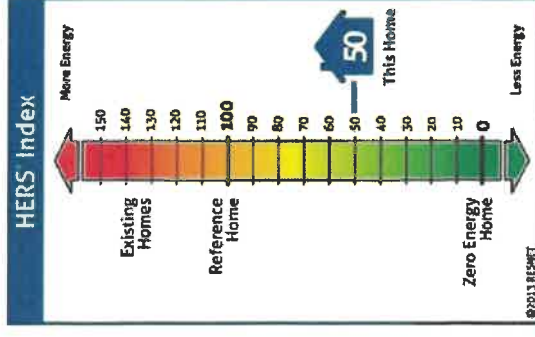
The Franklin Group

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	2.9	\$117
Cooling	1.3	\$52
Hot Water	3.4	\$134
Lights/Appliances	10.6	\$422
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
Total:	18.2	\$815

This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.2
ENERGY STAR MF v1.1
ENERGY STAR MF v1.0



Home Feature Summary:

Home Type:	Apartment, end unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	817 ft ²
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 8.8 HSPF2
Primary Cooling System:	Air Source Heat Pump • Electric • 19 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	0.25 CFM50 / s.f. Shell Area (Adjusted Infiltration: 1.77 ACH50)
Ventilation:	45 CFM • 49 Watts • Supply Only
Duct Leakage to Outside:	3 CFM25 / 100 ft ²
Above Grade Walls:	R-21
Ceiling:	Adiabatic, R-19
Window Type:	U-Value: 0.28, SHGC: 0.23
Foundation Walls:	N/A
Framed Floor:	R-19

Rating Completed by:

Energy Rater: Zachary Barkan
RESNET ID: 5424506

Rating Company: Ecovative Energy Inc.
1102 Buckingham Avenue, Norfolk VA 23508
757-655-3261

Rating Provider: Building Efficiency Resources
PO Box 1769 Brevard, NC 28712
800-399-9620



Zachary Barkan, Certified Energy Rater
Date: 1/9/26 at 2:00 PM



Ekotrope RATER - Version: 4.2.3.3779
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:
Registry ID:
Ekotrope ID: vnla1zGL



HERS® Index Score:

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

52

Annual Savings

\$1,216

*Relative to an average U.S. home

Home:

George Wythe Drive - BMG #9, 2BR Int 1st Fl
Virginia Beach, VA 23456

Builder:

The Franklin Group

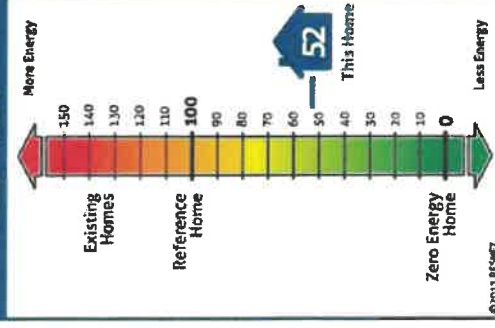
Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	4.5	\$180
Cooling	1.6	\$63
Hot Water	4.7	\$188
Lights/Appliances	13.5	\$536
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
Total:	24.3	\$1,058

This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.2
ENERGY STAR MF v1.1
ENERGY STAR MF v1.0

HERS Index



Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	1,338 ft ²
Number of Bedrooms:	2
Primary Heating System:	Air Source Heat Pump • Electric • 8.8 HSPF2
Primary Cooling System:	Air Source Heat Pump • Electric • 19 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	0.25 CFM50 / s.f. Shell Area (Adjusted Infiltration: 2.68 ACH50)
Ventilation:	60 CFM - 49 Watts • Supply Only
Duct Leakage to Outside:	3 CFM25 / 100 ft ²
Above Grade Walls:	R-21
Ceiling:	Adiabatic, R-19
Window Type:	U-Value: 0.28, SHGC: 0.23
Foundation Walls:	N/A
Framed Floor:	N/A

Rating Completed by:

Energy Rater: Zachary Barkan
RESNET ID: 5424506
Rating Company: Ecovative Energy Inc.
1102 Buckingham Avenue, Norfolk VA 23508
757-655-3261
Rating Provider: Building Efficiency Resources
PO Box 1769 Brevard, NC 28712
800-399-9620



Zachary Barkan, Certified Energy Rater
Date: 1/9/26 at 2:00 PM



Tab G:

Zoning Certification Letter (MANDATORY)



Zoning Certification

NOTE TO DEVELOPER: You are strongly encouraged to submit this certification to the appropriate local official **at least three weeks in advance of the application deadline** to ensure adequate time for review and approval

General Instructions:

1. The Local Certification section **must** be completed by the appropriate local official or Civil Engineer.
2. The Engineer **must** be registered in the Commonwealth of Virginia.
3. 'Development Description' should be provided by the Owner.
4. 'Development Address' should correspond to I.A.2 on page 1 of the application.
5. 'Legal Description' should correspond to the site control document in the application.
6. 'Proposed Improvements' should correspond with I.B & D and III.A of the application.
7. 'Other Descriptive Information' should correspond with the information in the application.
8. Any change in this Certification may result in disqualification of the application.

If you have any questions, please contact the Tax Credit Allocation Department at:

taxcreditapps@virginiahousing.com

Zoning Certification

DATE: December 1, 2025

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

RE: ZONING CERTIFICATION

Name of Development: Whispering Pines
Name of Owner/Applicant: The Silo Apts., LP
Name of Seller/Current Owner: Southern23, LLC

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

DEVELOPMENT DESCRIPTION:

Development Address:

2737 Princess Anne Road, Virginia Beach, VA 23456

Leal Description:

See attached.

Proposed Improvements:

Construction

New Construction:	# Units	<u>200</u>	# Buildings	<u></u>	Total Floor Area	<u>215,028.47 sq. ft.</u>
Adaptive Reuse	# Units	<u></u>	# Buildings	<u></u>	Total Floor Area	<u></u>
Rehabilitation:	# Units	<u></u>	# Buildings	<u></u>	Total Floor Area	<u></u>

Zoning Certification, cont'd

Current Zoning: Conditional A-18 (Apartment) allowing a density of 18 units per acre, and the following other applicable conditions: Not less than thirty-eight (38) percent of the total number of dwelling units shall be designated as workforce housing units, which allows a 30% increase in density and a total of 200 units.

Other Descriptive Information:

LOCAL CERTIFICATION:

Check one of the following a appropriate:



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



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

Hannah Sabo

Signature

Hannah M. Sabo

Digitally signed by Hannah M. Sabo
DN: E=h@sabo@vrgov.com, CN=Hannah M. Sabo, OU=Planning and Community
Development, C=US, DN=Managed, DC=virgov, DC=com
Date: 2026.01.14 15:21:06-0500

Printed Name

Zoning Administrator

Title of Local Official or Civil Engineer

(757) 385-5067

Phone

January 14, 2026

Date

NOTES TO LOCALITY:

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

taxcreditapps@virginiahousing.com.

Exhibit A

Legal Description of Parcel A

GPIN: 1494-54-3861-0000

ALL THAT certain tract, piece or parcel of land, in Seaboard Magisterial District, City of Virginia Beach (formerly Princess Anne County), Virginia consisting of 7.817 acres and described as Parcel A as shown on that certain "Subdivision of Property of R. Everett Sawyer and R. G. Moore and Frances Moore" dated June 25, 1985 made by Talbot and Associates, Ltd., and recorded July 12, 1985 in the Clerk's Office in the Circuit Court of the City of Virginia Beach, Virginia in Deed Book 2426 at Page 496, et seq. together with any buildings and improvements thereon and with all rights of way and drainage.

Save and except the property conveyed to the Commonwealth of Virginia, by deed of Mary V. Sawyer, Trustee of THE SAWYER FAMILY TRUST u/a dated July 3, 2002, in its deed dated July 10, 2007, which deed is recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia as instrument number 20071003001343980.





Exhibit B

Legal Description of Parcel B

GPIN: 1494-54-7938-0000

All that certain lot, piece or parcel of land, lying, situate and being in the City of Virginia Beach, Virginia, known as 5.011 Acres as shown on "Survey of Part of R. Everett Sawyer's Property, Princess Anne Borough, Virginia Beach, Virginia, for R. Everett Sawyer, Scale 1"=100', Date: Dec. 26, 1974" by James C. Hickman, Certified Land Surveyor. Said conveyance is hereby expressly subject to a reservation of right of way along a 20 foot existing lane as shown on said Plat for R. Everett Sawyer, his heirs, assigns and devisees.

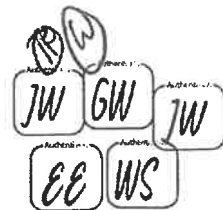


Exhibit C

Depiction of Property

Proposal- Roughly 6.41 Acres

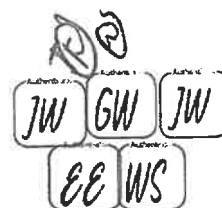
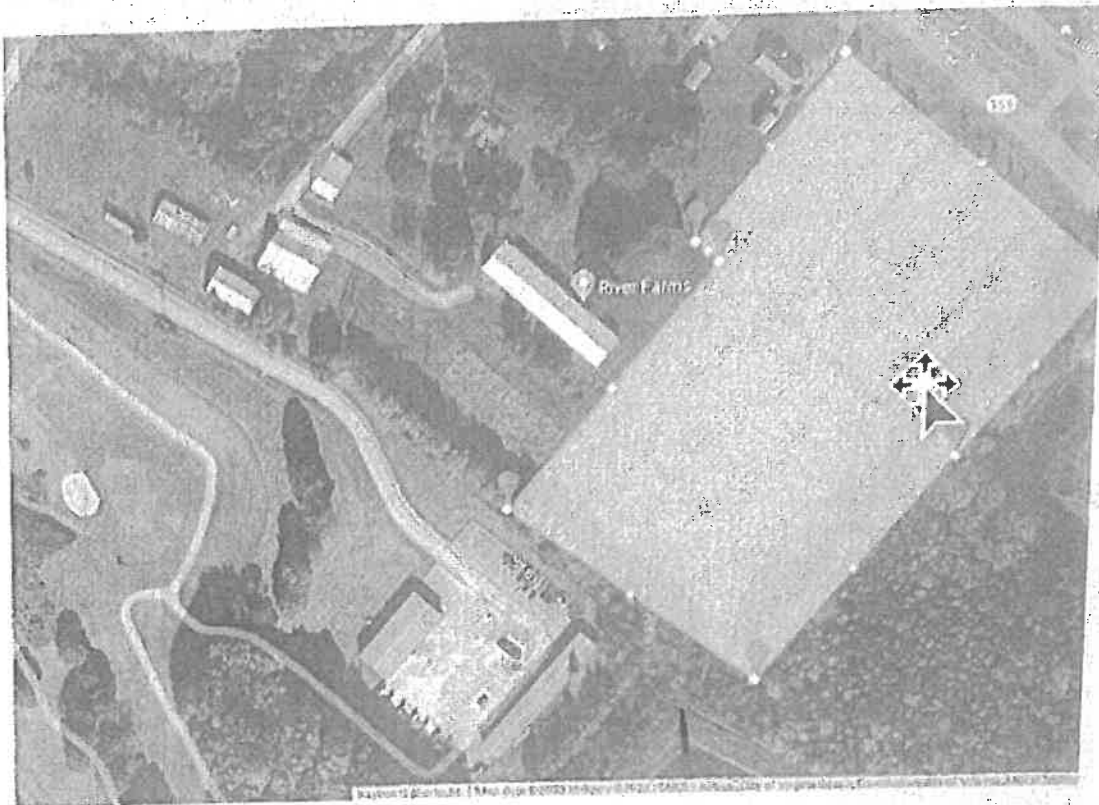


Exhibit A

Legal Description

GPIN: 1494-64-1457-0000

ALL THAT certain lot, piece or parcel of land, lying, being and situate in the City of Virginia Beach, Virginia, together with the buildings thereon and the appurtenances thereunto belonging, being known, numbered and designated as PARCEL A, as shown on that certain plat entitled, "Subdivision of Property of Courthouse Baptist Church of Virginia Beach, Virginia (D.B. 3482, P. 793), formerly property of William E. and Mildred E. Godwin, as shown on plat entitled 'Boundary Survey of Property of William E. and Mildred E. Godwin, and Seaboard Savings and Loan Association' (D.B. 2718, P. 304)", Princess Anne Borough, Virginia Beach, Virginia" prepared by John E. Sirine and Associates, Ltd. and dated July 15, 1995, which said plat is recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia in Map Book 246, at Pages 91 and 92.

LESS AND EXCEPT that certain portion of real estate containing 1.730 acres, more or less, conveyed to the Commonwealth of Transportation Commission of Virginia, by Certificate of Take recorded in the aforesaid Clerk's Office as Instrument Number 20071017001410450.

IT BEING the same property conveyed to Agapae' International Church, formerly known as Agapae' World Outreach Center, a church, by Deed from Norman S. Smith, Leslie W. Smith, and Lonnie Glossin, Trustees for Courthouse Baptist Church, dated April 14, 1997, and recorded April 22, 1997 in the aforesaid Clerk's Office in Deed Book 3730, Page 1261.

Exhibit B

Approximate Location of Property to be acquired is below, with total acreage of 2.3 AC. Exact extents of the Property to be determined during the Approvals Period.



Tab H:

Attorney's Opinion (MANDATORY)

WILLIAMS MULLEN

Direct Dial: 757.629.2064
echapman@williamsmullen.com

January 14, 2026

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

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

Name of Development: Whispering Pines
Name of Owner: The Silo Apts., LP

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 January 14, 2026 (of which this opinion is a part) (the "**Application**") submitted to you for the purpose of requesting, in connection with the captioned Development, a reservation of low-income housing tax credits ("**Credits**") available under Section 42 of the Internal Revenue Code of 1986, as amended (the "**Code**"). It has also reviewed Section 42 of the Code, the regulations issued pursuant thereto and such other binding authority as it believes to be applicable to the issuance hereof (the regulations and binding authority hereinafter collectively referred to as the "**Regulations**").

Based upon the foregoing reviews and upon due investigation of such matters as it deems necessary 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. 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. 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. Based solely upon my review of (i) the Applicant's partnership agreement; (ii) any certifications, resolutions, or consents provided to me by the Applicant; and (iii) such operating agreements, partnership agreements, bylaws, or other organizational documents of the

January 14, 2026
Page 2

Applicant's Principals which I deemed necessary to issue this Opinion (none of which are attached to this Opinion), the individuals identified on the list attached as Exhibit A are duly authorized to execute documents on behalf of the Applicant, to the best of my knowledge and belief.

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

By: Elizabeth Chapman
Its: Partner

EXHIBIT A
TO
ATTORNEY'S OPINION LETTER

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

	NAME	TITLE
1	W. Taylor Franklin	Manager of TF81 Enterprises Management, LLC, a Manager of The Silo Apts. GP, LLC, the General Partner of The Silo Apts., LP
2	Wendell C. Franklin	Manager of WCF Enterprises Management, LLC, a Manager of The Silo Apts. GP, LLC, the General Partner of The Silo Apts., LP
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20		

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)

Tab J:

Relocation Plan and Unit Delivery Schedule
(MANDATORY-Rehab)

Tab K:

Documentation of Development Location:

Tab K.1

Revitalization Area Certification

Tab K.2

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



Surveyor's Certification of Proximity to Transportation

General Instructions

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

Date: December 1, 2025

TO: Virginia Housing
601 South Belvidere Street
Richmond, Virginia 23220 2025 Tax Credit Reservation Request
Name of Development Whispering Pines
Name of Owner The Silo Apts., LP

RE:

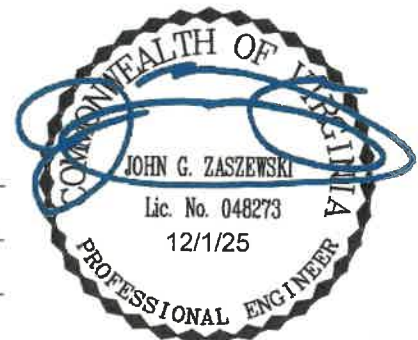
Ladies and Gentlemen:

This letter is submitted to you in support of the Owner's Application for Reservation of Low Income Housing Tax Credits under Section 42 of the Internal Revenue Code of 1986, as amended.

Based upon due investigation of the site and any other matters as it deemed necessary this firm certifies that: the main street boundary entrance to the property is within:

- ☐ 2,640 feet or ½ mile of the nearest access point to an existing commuter rail, light rail or subway station; OR
- ☒ 1,320 feet or ¼ mile of the nearest access point to an existing public bus stop or a public bus stop to be built in accordance with existing proffers. If the public bus stop is proffered, include copy of executed proffers with this form.

Firm Name Timmons Group
By John Zaszewski
Its Timmons Group
Title



Tab L:

PHA / Section 8 Notification Letter



PHA or Section 8 Notification Letter

If you have any questions, please contact the Tax Credit Department at taxcreditapps@virginiahousing.com.

General Instructions

1. Because of conflicting program requirements regarding waiting list procedures, this letter is not applicable to those developments that have 100% project-based Section 8 or project-based vouchers.
2. This PHA or Section 8 Notification letter (or proof of delivery to the correct PHA/Section 8 Administrator) must be included with the application.
3. 'Development Address' should correspond to the application.
4. 'Proposed Improvements' should correspond with the application.
5. 'Proposed Rents' should correspond with the application.
6. 'Other Descriptive Information' should correspond with information in the application.

NOTE: Any change to this form letter may result in a reduction of points under the scoring system.

PHA or Section 8 Notification Letter

Date: December 2, 2025

To: City of Virginia Beach Housing & Neighborhood Preservation
2401 Courthouse Drive
Virginia Beach, VA 23456

Re: Proposed Affordable Housing Development
Name of Development: Whispering Pines
Name of Owner: The Silo Apts., LP

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 April 15, 2028 (date).

The following is a brief description of the proposed development:

Development Address: 2737 Princess Anne Road, Virginia Beach, VA 23456

Proposed improvements:

New Construction:	# Units	<u>200</u>	# Buildings	<u>6</u>
Adaptive Reuse	# Units	<u>0</u>	# Buildings	<u>0</u>
Rehabilitation:	# Units	<u>0</u>	# Buildings	<u>0</u>

Proposed Rents:

Efficiencies:	\$	<u> </u>	/ month
1 Bedroom Units:	\$	<u>1,084.00</u>	/ month
2 Bedroom Units:	\$	<u>1,283.00</u>	/ month
3 Bedroom Units:	\$	<u>1,471.00</u>	/ month
4 Bedroom Units:	\$	<u> </u>	/ month

Other Descriptive Information:

Whispering Pines will be a 200-unit development comprised of 1-, 2-, and 3-bedroom floor plans.

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 (757) 961-0955.

Please acknowledge receipt of this letter by signing below and returning it to me.

Sincerely yours.

Name James W. Noel III

Title President of Development and General Counsel

To be completed by the Local Housing Authority or Sec 8 Administrator:

Seen and acknowledged by: Ruth Hill 

Printed Name: Ruth D. Hill

Title: Director, Dept of Housing and Neighborhood Preservation

Phone: (757) 385-5752

Date: December 19, 2025

Tab M:

Intentionally Blank

Tab N:

Homeownership Plan

Tab O:

Plan of Development Certification Letter

Tab P:

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

Tab Q:

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

GRANT AGREEMENT

This GRANT AGREEMENT (the "Agreement") is made and entered this 19th day of November, 2025 (the "Effective Date"), by and among the **CITY OF VIRGINIA BEACH, VIRGINIA**, a municipal corporation of the Commonwealth of Virginia (the "City"), **THE SILO APTS., LP**, a Virginia limited partnership, or its assigns or successors (the "Recipient"), and **THE CITY OF VIRGINIA BEACH DEVELOPMENT AUTHORITY**, a political subdivision of the Commonwealth of Virginia (the "Authority").

RECITALS

A. The Recipient plans to develop and operate on the Site, as defined below, the Project, as defined below.

B. In connection with its development of the Project, Recipient intends to subdivide and compile the Assemblage and create the Site, whereupon the Site will be designated as a parcel in the tax records of the City and assigned a GPIN/tax parcel identification number.

C. The City and the Authority have determined that the Project will result in significant investment and economic development on the Site, will promote safe and affordable housing in the City of Virginia Beach, will result in substantial benefits to the welfare of the City and its inhabitants, is in the public interest, and serves governmental interests.

D. The City plans to provide funds to the Authority for the purpose of the Authority making a grant to the Recipient (the "Grant") for the purpose of inducing the Recipient to construct and operate the Project in the City of Virginia Beach.

E. Payment of the Grant will be conditioned upon the Recipient's completion of Project construction and continued maintenance of the Project, as defined herein, and the funds comprising payments of the Grant will be solely limited to an amount equal to the portion of the incremental real estate tax revenues for the Site generated by the Project (i.e., including both the fee interest (and leasehold interest, if applicable) in the land and all improvements), all as set forth herein.

F. The City is authorized by Section 15.2-953 of the Code of Virginia and other laws, and the Authority is authorized by the Industrial Development and Revenue Bond Act, contained in Chapter 49, Title 15.2 of the Code of Virginia and other laws to perform the activities contemplated in this Agreement. The Authority is authorized by the Code of Virginia to make grants to non-public organizations such as Recipient in furtherance of the purpose of promoting economic development and affordable housing.

G. This Agreement sets forth the understanding of the parties concerning the obligations of the parties hereto, subject to the approval of the Authority and the Virginia Beach City Council and subject to appropriation of sufficient funds by the City to the Authority to enable the Authority to satisfy its obligations set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing, the mutual benefits, promises, and undertakings of the parties to this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows.

Preliminary Provisions

1.1 Incorporation of Recitals. The foregoing recitals are incorporated herein by reference.

1.2 Definitions. For the purposes of this Agreement, the following terms shall have the following definitions:

"Approval Date" means October 21, 2025, the date of approval of this Agreement by the City Council of the City.

"AMI" means area median gross income for the Virginia Beach-Norfolk-Newport News, VA-NC HUD Metro FMR Area for each applicable year of the Grant Period.

"Assemblage" means, collectively, that certain real property comprised of (i) that certain parcel of real property of approximately 6.258 acres currently owned by SOUTHERN23 LLC, with no currently assigned situs address and currently referred to in the records of the City Assessor as GPIN (Parcel ID) 14945468420000; and (ii) that certain parcel of real property of approximately 9.131 acres currently owned by TURNING POINT CHURCH AND MINISTRIES, located at 2641 Princess Anne Rd, Virginia Beach, VA 23456 and currently referred to in the records of the City Assessor as GPIN (Parcel ID) 14946414570000.

"Base Real Estate Tax Revenue" means \$47,821.00 per year, being the amount equal to the real estate taxes levied on the Site for the current tax year as of the Effective Date. For the avoidance of doubt, the Base Real Estate Tax Revenue is calculated based on the tax rate of \$0.97 per every \$100.00 of assessment value attributed to the portion of the Assemblage that comprises the Site, with all of the real estate taxes levied on GPIN (Parcel ID) 14945468420000 included in the figure above and roughly twenty-five and twenty-sixth hundredths percent (25.26%) of the real estate taxes levied on GPIN (Parcel ID) 14946414570000 included in the figure above. If the Effective Date of this Agreement falls during a tax year subsequent to the Approval Date, or if the Effective Date of this Agreement occurs after the lot comprising the Site is created, as evidenced by a new GPIN (Parcel ID) having been created and assigned a tax assessment value, then the parties may amend this Agreement to reflect the then-current Base Real Estate Tax Revenue figure as of such date without the requirement of approval by City Council of such amendment.

"Capital Improvements" means expenses for systems and structures which include the replacement and repair of HVAC, electrical, roofing, plumbing, windows, doors, elevators, and appliances. Specific expenses not listed will be approved at the discretion of the City.

"Effective Date" means the date of execution and delivery of the last party to execute this Agreement.

"Grant" means a grant to be paid to the Recipient, or its successors or assigns, by the Authority pursuant to this Agreement.

"Grant Payment" means, for each real estate tax year during the Grant Period, an amount equal to one hundred percent (100%) of the Incremental Real Estate Tax Revenue for such corresponding tax year. The Parties acknowledge that the annual real estate tax levy is and may in the future be billed and due in installments (currently twice a year); therefore, as used herein "Grant Payment" shall include payments of Incremental Real Estate Tax Revenue for each installment payment corresponding to the applicable Real Estate Tax Levy as prorated for the applicable installment period.

"Grant Payment Request" means a written request for a Grant Payment, which shall include (1) documentation showing its full payment of the Real Estate Tax Levy to the City in full and on time (except as provided in Section 3.3 below), and (2) the amount of the requested Grant Payment and explanation of the calculation thereof (i.e., Real Estate Tax Levy minus Base Real Estate Tax Revenue equals Incremental Real Estate Tax Revenue, as pro-rated for the applicable installment period).

"Grant Period" means that certain period commencing upon July 1st of the first real estate tax year following Recipient's completion of Project construction, as shall be evidenced by receipt of a temporary Certificate of Occupancy ("Grant Commencement Date") and ending on last day of the thirtieth (30th) real estate tax year following the Grant Commencement Date ("Grant Expiration Date"), subject to the provisions of Section 2.6 below. The parties acknowledge that the "Real Estate Tax Levy" for the last year of the Grant Period may not be received by the City until after the Grant Expiration Date and that a Grant Payment shall be paid to the Recipient corresponding to such Real Estate Tax Levy.

"Grant Management Fee" means one-time non-refundable fee and an annual payment equal to 1% of the Grant Payment to cover the administrative expenses of the Authority for managing the Grant during the Grant Period.

"Incremental Real Estate Tax Revenue" means, for each applicable real estate tax year during the Grant Period, the amount by which the Real Estate Tax Levy exceeds the Base Real Estate Tax Revenue, provided the Recipient pays the Real Estate Tax Levy to the City in full and on time (except as provided in Section 3.3 below). In no event shall the Incremental Real Estate Tax Revenue (or the Grant Payment) include penalties, interest, or any other charges resulting from any delinquent payment. The Parties acknowledge that the Real Estate Tax Levy is and may in the future be billed and due in installments (currently twice a year); therefore, as used herein "Incremental Real Estate Tax Revenue" shall be determined based on the applicable payment (or installment) of the Real Estate Tax Levy for each applicable real estate tax year.

"Maintain" means the Recipient's continued maintenance and operation of the Project following completion of Project construction, as set forth by Section 2.3.2 of this Agreement.

"Plan of Development" means site plan/evidence of financing/development schedule/.

"Project" means a development on the Site containing not less than residential units, subject to income and rent restrictions as set forth in Section 2.5 and as shown on Exhibit A and monitored by the State Housing Finance Agency.

"Real Estate Tax Levy" means the amount of real estate taxes levied by the City on the Site (including both the fee interest (and leasehold interest, if applicable)) and Project (i.e., including land and all improvements) for a given real estate tax year, pursuant to Chapter 35 Article II of the Code for the City of Virginia Beach ("City Code").

"Recipient" means THE SILO APTS., LP, a Virginia limited partnership, and its successors and assigns, to the extent permitted by this Agreement.

"Site" means, approximately 8.56 acres that is a portion of the Assemblage, as shown more particularly on the subdivision plat attached hereto as Exhibit C.

"State Housing Finance Agency" means Virginia Housing (formerly known as Virginia Housing Development Authority), a political subdivision of the Commonwealth of Virginia, or its successor.

Section 2. Recipient's Obligations

2.1 Grant Management Fee. The Recipient shall pay annually to the Authority the Grant Management Fee the duration of the Grant Period. The Authority will invoice the Recipient on or before April 1 of each year and the Recipient shall remit payment within 30 days of issuance of the invoice. Failure to timely remit the Grant Management Fee shall be an Event of Default.

2.2 Completion of Project Construction; Timeline.

2.2.1 Plan of Development. Recipient shall submit a Plan of Development or similar submission for the Project to the City's Director of Planning and Community Development no later than nine (9) months after the Effective Date, which Plan of Development or similar submission shall comply with the relevant provisions of the Virginia Beach City Code and shall contain all elements of the Project as defined herein.

2.2.2 Commencement of the Project Construction. Recipient shall commence construction of the Project within eighteen (18) months of the Effective Date, (the "Construction Commencement Date"), which shall be evidenced by the issuance of all permits necessary for the commencement of construction of the Project.

2.2.3 Completion of Project Construction. The Recipient shall complete the Project within three years of the Construction Commencement Date, which shall be evidenced by the issuance of a temporary certificate of occupancy for the Project.

2.2.4 Failure to Comply. If the Recipient fails to timely comply with any of the provisions of this Section 2 then the City Manager, in his or her sole discretion, may either extend the time by which the Recipient must comply with the corresponding requirement or provide written notice of the City's intent to terminate this Agreement. If Recipient fails to cure its failure to comply within 30 days of such written notice, then this Agreement, including all rights and obligations herein, shall, on the Authority and City's election, terminate and neither the City nor the Authority shall have any further obligation to the Recipient and Recipient shall no longer be eligible for any Grant Payments hereunder.

2.3 Continued Maintenance and Operation of Project.

2.3.1 Continued Control of the Project by Recipient. Recipient shall continue to own, lease, or otherwise control the Site until completion of Project construction pursuant to Section 2.2.3 of this Agreement and thereafter shall continue to own, lease, or otherwise control the Project until expiration of the Grant Period. Notwithstanding the foregoing, Recipient may transfer the ownership or control interest in the Project to third parties ("Transferee"), and Recipient may (1) assign this Agreement, including the rights and obligations herein to such party or parties at the time it transfers ownership of the Project (including any leasehold interests), and (2) if the Agreement is assigned, Recipient shall provide the City and Authority 30 days prior written notice of its intent to transfer ownership or control of the Project, which notice shall include the contemplated date of transfer, the name of the party or parties to which it intends to transfer, and a written statement from such party that it is aware that this Agreement, including the rights and obligations herein, will be assigned to such party. Following the transfer of ownership in the Project to the Transferee as provided above, the term "Recipient" as used herein shall mean the Transferee.

2.3.2 Continued Maintenance and Operation of the Project. Following the Recipient's completion of Project construction as set forth in Section 2.2.3 of this Agreement, the Recipient, or its successors or assigns, shall continue to Maintain the Project until the expiration of the Grant Period. For the avoidance of doubt, the Recipient's obligation to Maintain the Project includes the Recipient's ongoing compliance with the provisions set forth in Section 2.5 (Affordable Housing) of this Agreement.

2.4 Small Business Supplier Diversity (SBSD) Program. Recipient shall comply with the requirements of Exhibit B attached hereto, setting forth requirements for SBSBD certified small business participation efforts that shall be undertaken in connection with the Development. Recipient shall be responsible for collecting and submitting to the Authority the Subcontractor Participation Plan and required documentation as described in Exhibit B and for conducting the information session for subcontractors described in Exhibit B.

2.5 Affordable Housing. The Recipient shall restrict occupancy and rents of the Project according to the schedule shown on Exhibit A, according to standards promulgated by the State Housing Finance Agency. Annual compliance monitoring and approvals by the State Housing Finance Agency, as provided to the City upon the City's request, shall serve as evidence of the Recipient's compliance with this section. If a Project is not subject to monitoring by the State Housing Finance Agency, Recipient shall provide to the City such information as requested by the City to confirm compliance with the above occupancy and rent restrictions. The information shall include but not be limited to: annual lists of units with tenant occupant household information, incomes at program entry and current incomes, household size, rents charged, and utility allowances used. Tenant files maintained for the Project shall be subject to audit by the City or its Contractors.

2.6 Continued Investment and Capital Improvements. For purposes of continued investment and upkeep of the Project to the benefit of its tenants, payment of Grant Payments after the initial fifteen (15) years of the Grant Period shall be contingent upon receipt of proof that the Recipient has at a minimum made Capital Improvements to the Project in an aggregate amount of \$2,000,000.00 since the Grant Commencement Date. On each fifth anniversary of the Grant Commencement Date, the Recipient shall upon request submit a report of Capital Improvements made to the Project since the Grant Commencement Date.

Section 3. Disbursement of Grant.

3.1 Grant. During the Grant Period, the City shall pay to Recipient (or such party to which Recipient has assigned Grant Payments pursuant to Section 9.1 of this Agreement), through the Authority, the Grant Payments for such real estate tax year subject to the provisions of this Section 3.

3.2 Grant Payment Requests. The Recipient shall submit each Grant Payment Request to the Department of Economic Development, the Authority, and the Office of the City Attorney at the respective addresses set forth in Section 8.

3.3 Disbursement of Grant Payment. Upon receipt of a Grant Payment Request, the City shall review the accuracy of the request. The City shall not make a Grant Payment if the Recipient 1) is not in compliance with Section 2.5 of this Agreement or 2) did not make full and timely payment of the Real Estate Tax Levy for the applicable installment (except when Recipient (i) makes full payment within 60 days after the date such payment was due to the City and (ii) pays all penalties and interest for such late payment in accordance with any applicable provisions of the Virginia Beach City Code) and shall not make a Grant Payment if Recipient is delinquent in payment of any other taxes levied by the City for the Project (except when all penalties and interest for such late payment have been paid in accordance with any applicable provision of the Virginia Beach City Code). Within fifteen (15) business days of receipt of a Grant Payment Request, the City shall notify Recipient either that (1) the City denies the request and will not make a Grant Payment for the foregoing reasons, (2) the City approves the request and intends to make a Grant Payment in the amount requested, or (3) the City approves making a payment to Recipient but in

a different amount than the amount requested because the amount requested is inconsistent with this Agreement, in which case the City shall indicate the correct Grant Payment amount it intends to make. Notwithstanding the foregoing, the City's failure to respond within fifteen (15) business days shall not constitute approval of a requested Grant Payment and the Recipient shall not be entitled to any such payment due solely to the City's failure to timely respond. Subject to any necessary City Council action, including any necessary budget amendment or appropriation of funds, the City agrees to, within fifteen (15) business days of the City's approval of any Grant Payment, transfer the funds for the Grant Payment to the Authority. The Authority agrees to pay the Grant Payment to the Recipient (or such party to which the Recipient has assigned Grant Payments pursuant to Section 9.1 of this Agreement), within fifteen (15) business days of receipt of the funds from the City.

3.4 Recipient's Relief. Should the Recipient believe the City failed to comply with Section 3.3 of this Agreement, the Recipient may seek relief in accordance with Section 9.2 of this Agreement. Provided, however, Recipient's sole remedy shall be to receive payment for a Grant Payment to which it was entitled (subject to the restrictions set forth in this Agreement, including, but not limited to, Sections 3.3 and 9.5) and for which it did not receive payment.

Section 4. General Administration of Grant

The City agrees to transfer to the Authority, as and when appropriated by the City Council, the funds necessary for the Authority to meet its obligations under this Agreement relating to the Grant. No administrative fees or expenses shall be paid by the City.

4.1 The Authority's obligation to undertake the activities herein is specially conditioned upon the City providing funding on a timely basis; provided, however, the City's obligation is subject to appropriation by the City Council and availability of funds.

4.2 The Authority agrees to provide the City Manager, or the designee thereof, with copies of all documents related to this Agreement, and will keep the City Attorney's Office fully and timely informed of all matters related to this Agreement.

It is the intent of the parties not to impose upon the Authority any responsibility, duty, or obligation other than what may be required to implement the Grant. Accordingly, the Authority does not assume any responsibility or liability whatsoever except as specifically stated herein.

Section 5. Representations of the Recipient

5.1 The Recipient is empowered to enter into this Agreement, to be bound hereby, and to perform according to the terms hereof.

5.2 Any and all actions necessary to enable the Recipient to enter this Agreement, and to be bound hereby, have been duly taken.

5.3 The person or persons executing or attesting the execution of this Agreement on behalf of the Recipient has or have been duly authorized and empowered to so execute or attest.

5.4 The execution of this Agreement on behalf of the Recipient will bind and obligate the Recipient to the extent provided by the terms hereof.

5.5 There exists no litigation pending against the Recipient or to the Recipient's knowledge threatened, which if determined adversely, would materially and adversely affect the ability of the Recipient to carry out its obligations under this Agreement or the transactions contemplated hereunder.

Section 6. Default.

6.1 Events of Default. Each of the following events (hereinafter called an "Event of Default") shall be a default hereunder by the Recipient as described:

6.1.1 Failure by the Recipient to maintain its corporate existence or the declaration of bankruptcy by the Recipient.

6.1.2 The failure of Recipient to comply with Section 2 of this Agreement; and

6.1.3 The failure of Recipient to pay annual Real Estate Tax Levy.

6.2 Effect of Event of Default. In the case of an occurrence of an Event of Default, the Grant provisions of Section 3 of this Agreement shall, at the City's option, terminate ninety (90) days after the City's notice to Recipient and Recipient's designated lender, unless Recipient cures the Event of Default to the City's satisfaction within such ninety (90) days, and neither the City nor the Authority shall have any further obligation relating thereto and the Recipient shall no longer be eligible for any Grant Payments hereunder. Notwithstanding the foregoing, Recipient's obligations hereunder will remain in force and effect throughout the Grant Period and the City shall be entitled to any remedies available at law and equity, including, but not limited to, specific performance.

Section 7. Recipient Reporting and Audit Rights.

7.1 Reporting. Annually, the Recipient shall provide, at the Recipient's expense, detailed updates and verification reasonably satisfactory to the Authority of the Recipient's progress regarding the completion of Project construction and, following Project construction, of Recipient's continued compliance with Section 2.3 of this Agreement.

7.2 Audit Rights. The Authority shall have the right to audit all books and records (in whatever form they may be kept, whether written, electronic or other) relating to or pertaining to the completion of the Project as contemplated by this Agreement (including any and all documents and other materials, in whatever form they may be kept, which support or underlie those books and records), kept by or under the control of Recipient or its contractors, including,

but not limited to those kept by their employees, agents, assigns, successors and subcontractors. Recipient shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this Agreement and for at least (3) years following the completion of this Agreement, including any and all renewals thereof. The books and records, together with the supporting or underlying documents and materials shall be made available, upon request, to the Authority, through its employees, agents, representatives, contractors or other designees, during normal business hours at Recipients' office or place of business in Virginia Beach, Virginia. In the event that no such location is available, then the books, and records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location in Virginia Beach, Virginia, which is convenient for the Authority

Section 8. Notices.

Any notices required or permitted under this Agreement shall be given in writing and shall be deemed to be received upon receipt or refusal after the mailing of the same in the United States Mail by certified mail, postage fully pre-paid or by overnight courier (refusal shall mean return of certified mail or overnight courier package not accepted by the addressee):

Receiver	Addressed to	With a Copy to
The Recipient	The Silo Apts., LP 300 32 nd St, Suite 310 Virginia Beach, VA 23451 Attn: James W. Noel III	Williams Mullen 200 South 10 th Street, Suite 1600 Richmond, Virginia 23219 Attn: T. Preston Lloyd, Jr.
The City	City of Virginia Beach Attn: City Manager Municipal Center, Bldg. 1 2401 Courthouse Drive Virginia Beach, VA 23456	City of Virginia Beach Attn: City Attorney Municipal Center, Bldg. 1 2401 Courthouse Drive Virginia Beach, VA 23456
The Authority	City of Virginia Beach Development Authority Attn: Chair 4525 Main Street, Suite 700 Virginia Beach, VA 23462	City of Virginia Beach Attn: City Attorney Municipal Center Bldg. 1 2401 Courthouse Drive Virginia Beach, VA 23456

Section 9. General Terms and Conditions.

9.1 Entire Agreement; Amendments; Assignments. This Agreement constitutes the Entire agreement among the parties hereto and may not be amended or modified, except in writing, in proper notice, and signed by each of the parties hereto. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that in no event may this Agreement or any of the rights, benefits, duties, or obligations of the parties hereto be assigned, transferred or otherwise disposed of without the prior written consent of the other, which consent neither party shall be obligated to give, except that Recipient may assign its right to receive payment to another entity authorized to transact business in Virginia by furnishing the City and the Authority with notice identifying the entity and providing both contact and payment information in a form acceptable to the City and

the Authority. Notwithstanding anything to the contrary herein, (a) Recipient shall have the right to assign its interest in the Site and Project to any future owner of the Site, the Project, or both, provided the Recipient first shall have complied with the requirements set forth in Section 2.3.1 of this Agreement and shall have submitted to the City the form of all instruments by which it purports to make such assignment and shall have obtained the City's prior written approval thereof, which approval shall not be unreasonably withheld, conditioned, or delayed, in which event the assignor shall be released from all obligations and liabilities under this Agreement; and (b) Recipient shall have the right to grant to a lender a security interest in, and assignment of, Recipient's rights hereunder as collateral for the loan to be provided by a lender providing funds for the development of the Project, and any action taken by such lender or successor in interest to realize on such security interest or assignment and performance thereafter shall be deemed permitted under this Agreement, provided the Recipient first shall have submitted to the City the form of all instruments by which it purports to grant such security interest and assignment and shall have obtained the City's prior written approval thereof, which approval shall not be unreasonably withheld, conditioned, or delayed, but no such consent shall be required to the exercise by lender or any assignee of lender of its right to perform Recipient's obligations hereunder after a default by Recipient under the applicable loan documents. The City agrees that the lender shall not have any liability for any act or omission of Recipient hereunder and shall only be liable for obligations arising during such time as it is the owner of Recipient's interests in the Site and Project pursuant to foreclosure, deed in lieu of foreclosure or otherwise.

9.2 WAIVER OF JURY TRIAL. AUTHORITY, CITY AND RECIPIENT EACH WAIVE ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO ALL ACTIONS AND CLAIMS ARISING FROM OR UNDER THIS AGREEMENT AND/OR OTHER TRANSACTION AGREEMENTS.

9.3 Governing Law / Venue. All issues and questions concerning the construction, enforcement, interpretation, and validity of this Agreement, or the rights and obligations of the parties shall be governed by, and construed and interpreted in accordance with, the laws of the Commonwealth of Virginia, without giving effect to any choice of law or conflict of laws rules or provisions, whether of the Commonwealth of Virginia or any other jurisdiction, that would cause the application of the laws of any jurisdiction other than those of the Commonwealth of Virginia. All disputes, claims, and causes of action arising out of or in connection with this Agreement, or any performances made hereunder, shall be brought, and any judicial proceeding shall take place, only in the Circuit Court of the City of Virginia Beach, Virginia. Each party shall be responsible for its own attorneys' fees in the event of any litigation or other proceeding arising from this Development Agreement.

9.4 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original, and all of which together shall be one and the same instrument. Any signature delivered by a party by facsimile, email or other electronic transmission shall be deemed to be an original signature to this Agreement.

9.5 Severability. If any provision of this Agreement is determined to be unenforceable, invalid, or illegal, then the enforceability, validity, and legality of the remaining provisions will not

in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.

9.6 Non-Appropriation. All obligations of City and Authority under this Agreement requiring the transfer or expenditure of money shall be subject to funds being appropriated and budgeted by the Virginia Beach City Council in the ordinary course of the budgetary and appropriations process each fiscal year, as required by applicable law. It is understood and agreed among the parties that the City and the Authority shall be bound hereunder only to the extent of the funds available, or which may hereafter become available for the purpose of this Agreement. Under no circumstances shall the City's or the Authority's total liability under this Agreement exceed the total amount of funds appropriated by the City Council for the payments hereunder for the performance of this Agreement.

9.7 Public Disclosure.

9.7.1 Applicable Law. The parties to this Agreement acknowledge that records maintained by or in the custody of the City and the Authority are subject to the provisions of the Virginia Public Records Act, Va. Code §§ 42.1-76 through 42.1-90.1, and the Virginia Freedom of Information Act, Va. Code §§ 2.2-3700 through 2.2-37 14 and thus are subject to the records retention and public disclosure requirements set forth in those statutes.

9.7.2 No Waiver. Neither failure on the part of the City or the Authority to enforce any covenant or provision contained in this Agreement nor any waiver of any right under this Agreement shall discharge or invalidate such covenant or provision or affect the right of the City or the Authority to enforce the same right in the event of any subsequent default.

9.7.3 Effective Date of the Agreement. The effective date of this Agreement shall be the date upon which it has been fully executed by the parties following approval by the City Council and by the Authority.

9.7.4 No Partnership or Joint Venture. It is mutually understood and agreed that nothing contained in this Agreement is intended or shall be construed in any manner or under any circumstance whatsoever as creating and establishing the relationship of copartners or creating or establishing a joint venture between or among any of the parties or as designating any party to the Agreement as the agent or representative of any other party to the Agreement for any purpose.

9.7.5 No Third-Party Beneficiaries. The parties agree that (i) no individual or entity shall be considered, deemed, or otherwise recognized to be a third-party beneficiary of this Agreement; (ii) the provisions of this Agreement are not intended to be for the benefit of any individual or entity other than the City, the Authority, or the Recipient; (iii) no other individual or entity shall obtain any right to make any claim against the City, the Authority, or the Recipient under the provisions of this Agreement; and (iv)

no provision of this Agreement shall be construed or interpreted to confer third-party beneficiary status on any individual or entity.

SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have executed this Performance Agreement as of the date first written above.

CITY:

CITY OF VIRGINIA BEACH, VIRGINIA
a municipal corporation of the
Commonwealth of Virginia

Date: 11/17/25

By: [Signature]
City Manager / Authorized Designee

Approved as to content:

[Signature]
Dept. of Housing & Neighborhood Preservation

Approved as to form:

[Signature]
City Attorney

AUTHORITY:

**CITY OF VIRGINIA BEACH DEVELOPMENT
AUTHORITY**
a political subdivision of the Commonwealth of Virginia

Date: _____

By: _____
Chair / Vice Chair

Approved as to content:

Economic Development

Approved as to form:

City Attorney

RECIPIENT:

THE SILO APTS., LP,
a Virginia limited partnership

Date: 11-19-2025

By: W. Taylor Franklin

Name: W. Taylor Franklin

Title: Manager

IN WITNESS WHEREOF, the parties hereto have executed this Performance Agreement as of the date first written above.

CITY:

CITY OF VIRGINIA BEACH, VIRGINIA

a municipal corporation of the
Commonwealth of Virginia

Date: _____

By: _____

City Manager / Authorized Designee

Approved as to content:

Dept. of Housing & Neighborhood Preservation

Approved as to form:

City Attorney

AUTHORITY:

**CITY OF VIRGINIA BEACH DEVELOPMENT
AUTHORITY**

a political subdivision of the Commonwealth of Virginia

Date: 11/12/25

By: _____

Chair / Vice Chair

Approved as to content:

Economic Development

Approved as to form:

City Attorney

RECIPIENT:

THE SILO APTS., LP,

a Virginia limited partnership

Date: _____

By: _____

Name: _____

Title: _____

EXHIBIT A

Affordable Housing Schedule

The Project shall restrict occupancy and rents to an average income designation of 60% of AMI, according to standards promulgated by the State Housing Finance Agency, for a minimum of thirty (30) years.

EXHIBIT B

The Code of the City of Virginia Beach provides requirements for SBSB-certified small business enhancement. See, City Code § 2-224.1 *et seq.* The Parties agree that these requirements will apply to this Agreement.

Recipient is required to submit a SBSB-certified Subcontracting Participation Plan (the "Plan"), attached hereto, detailing, at a minimum:

- Whether the contractor intends to utilize any subcontractors;
- What, if any, SBSB-certified business subcontractors the contractor intends to utilize;
- The work to be performed by each SBSB-certified business;
- The estimated dollar amount to be paid to each SBSB-certified business, performing work as a subcontractor;

Recipient is required to meet with the City Department of Finance, Purchasing Division to review Recipient's Subcontracting Participation Plan prior to Recipient soliciting or bidding out any subcontracting work.

Recipient is required to include additional small, woman and minority owned (SWAM) contractors identified by the Finance Department in Recipient's outreach and solicitations.

The Plan must either (i) provide for at least 50% of the value of the subcontracted work to be provided by a SBSB-certified business; or (ii) provide detailed documentation showing, with specificity, the efforts undertaken by the prospective contractor to meet the 50% usage requirement. Any determination of whether such efforts meet the requirements of the City Code shall be made by the City Department of Finance, Purchasing Division.

In addition, the Virginia Beach City Council has established an aspirational goal of 12% for minority participation.

The Plan shall become a part of the underlying agreement. Recipient may update the Plan, in the event that unforeseen circumstances arise with relation to any SBSB-certified business identified for participation. Such circumstances include, but are not limited to: unforeseen closure, or other circumstance which renders the SBSB-certified business inoperable; failure of the SBSB-certified business to perform the contracted scope of work as specified in the executed subcontract agreement; consistent non or poor performance of the specified scope of work as negotiated.

Recipient will be required to provide the Authority monthly updates as to payments made to the subcontractors listed on the Plan, via the Monthly SBSB-certified Subcontractor Payment Data Sheet, attached hereto. Prior to final payment, each contractor shall submit a report documenting its efforts undertaken in compliance with the Plan. A contractor may delay monthly payment and

will not receive final payment under a contract until he submits documentation of actual SBSD-certified business usage. The report shall include, at a minimum:

- a. A statement detailing all SBSD-certified subcontractors utilized;
- b. A list of all SBSD-certified subcontractors utilized;
- c. A brief description of the work performed by each SBSD-certified subcontractors;
- d. The amount paid to each SBSD-certified subcontractor; and
- e. Supply monthly updates as to payments made to its SBSD-certified subcontractors via the CVAB – E form (attached for reference); failure to do so could impact your receipt of payment.

Prior to engaging any subcontractors, Recipient shall require its prime contractor to conduct an information session to highlight subcontracting opportunities. The Authority shall promote this information session by informing the City's Minority Business Council and utilizing the City's existing notification system of Small, Woman-owned, Minority-owned, and Service-Disabled Veteran-owned businesses.



Include all subcontractors, regardless of whether they are SWAM certified.

Total Bid Amount**Total Subcontracting Amount****Total SWAM-certified
Subcontracting Amount**

must be at least 50%
of the total subcontracting amount

SWaM Office Approval
(FOR OFFICE USE ONLY)

By signing below, you attest that the above information is true and accurate to the best of your knowledge. In addition, you certify your intent to fully engage each SWaM-certified firm listed

Date _____

EXHIBIT C

[subdivision plat displaying the Site to be attached]

Tab R:

Documentation of Utility Allowance calculation

Preliminary Utility Analysis

Ecovative utilized a combination of the HUD Utility Schedule Model, EarthCraft MFNC V7 WE 1.2 fixture flow rates and Ekotrope V4.2.3 in conjunction with current tariff schedules from the service providers listed below to calculate the projected utility allowances for this project.

Utility Service Providers:

Electric - Dominion

Water - Virginia Beach

Sewer - Virginia Beach and HRSD

Natural Gas - NA

Trash - NA

Projected Utility Allowances

Service Paid By Tenant	Utility Type	Unit (1 bedroom)	Unit (2 bedroom)	Unit (3 bedroom)
Space Heating	Electric	\$11	\$15	\$17
Space Cooling	Electric	\$4	\$6	\$8
Cooking	Electric	\$4	\$5	\$5
Other Electric (lights, outlets)	Electric	\$29	\$36	\$41
Water Heating	Electric	\$11	\$15	\$19
Total Electric		<u>\$59</u>	<u>\$77</u>	<u>\$90</u>
Water	Water	\$16	\$24	\$32
Sewer	Sewer	\$39	\$54	\$69
Trash	Trash	NA	NA	NA
Total Utilities		<u>\$114</u>	<u>\$155</u>	<u>\$191</u>

No Conflict of Interest

The owner and professional/engineer are not related, as defined in IRC section 267(b) or 707(b).

VA Business License

2025
Business License

LICENSE #: 915425
ACCOUNT NUMBER: 835236

The Commissioner of the Revenue, of the City of Norfolk, Virginia


ECOVATIVE ENERGY INC
T/A: ECOVATIVE ENERGY
1102 BUCKINGHAM AVE
NORFOLK VA 23508-1513
236220, 541490

Licenses are on this day severally granted to the applicant named above to operate the businesses, employment or professions covered by the applications indicated hereon at the definite place of business.

This license shall not be valid or have legal effect unless and until all taxes, including penalty and interest prescribed by City code 24-25.10 are paid to the City Treasurer.

This license is required to be available upon request.


Commissioner of the Revenue


City Treasurer

RESNET Rater Certificate


BUILDING EFFICIENCY RESOURCES

Certified Home Energy Rater

Jeff Sadler

4828461
RESNET RTIN

has completed the certification requirements set forth in the RESNET Mortgage Industry National Home Energy Rating System Standards for the certification of Home Energy Raters.


Eurihea Speciale
Quality Assurance Designee
Building Efficiency Resources

May 18, 2026
Certification Valid Until


HIERS 1998-146
Provider Accreditation Number

Utility Provider Rates

Electric - Dominion

<https://www.dominionenergy.com/virginia/rates-and-tariffs/residential-rates>

Water - Virginia Beach Department of Public Utilities Water

<https://pu.virginiabeach.gov/customer-service/rates-fees-charges>

Sewer - Virginia Beach Department of Public Utilities Sewer & HRSD wastewater treatment

<https://pu.virginiabeach.gov/customer-service/rates-fees-charges>

<https://www.hrsd.com/sites/default/files/assets/Documents/pdfs/finance/RateSchedule/FY26RateSchedule.pdf>

Tab S:

Supportive House Mandatory
Certification and Documentation

Tab T:

Funding Documentation

Tab U:

**Acknowledgement by Tenant of the availability of Renter
Education provided by Virginia Housing**



Acknowledgement by Tenant of Renter Education

Provided by Virginia Housing

I _____, have read, understand, and acknowledge, that I have been presented information regarding the Virginia Housing free renter education to tenants.

I understand that it is my responsibility to review the website link provided here

www.virginiahousing.com/renters

By signing below, I acknowledge that I have read, and understand the terms of all items contained in this form.

Resident Name: _____

Resident Signature: _____

Date: _____

Leasing Agent Name: _____

Leasing Agent Signature: _____

Date: _____

Tab V:

Nonprofit or LHA Purchase Option or Right of First
Refusal

Tab W:

Internet Safety Plan and Resident Information Form

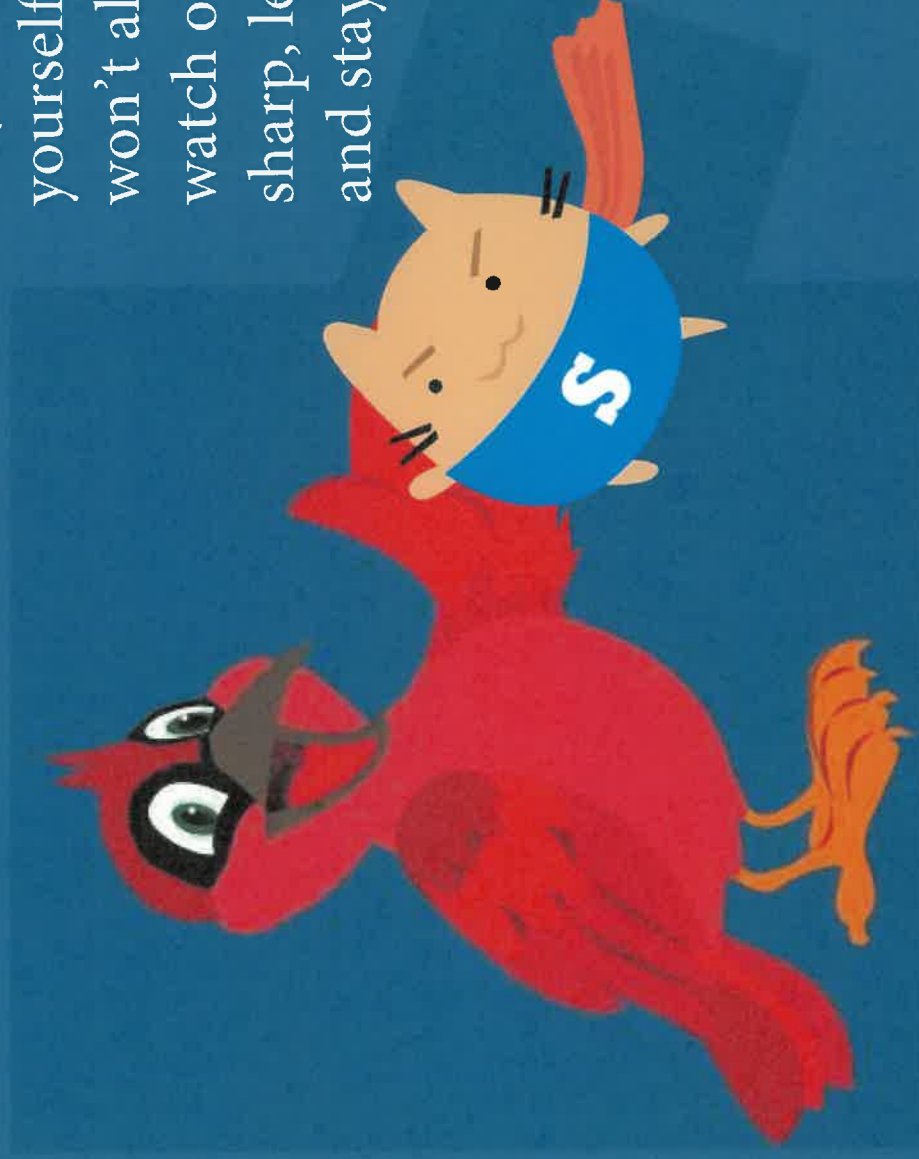


Internet Safety

Playing it safe while playing online



Hi there kids! I am Charlie Cardinal and this is Speedy the Crime Fighting Hamster. We are here to introduce you to the basics of Internet Safety and some of the villains you need to watch out for. There are some bad characters out there, so you have to protect yourself. Your parents won't always be there to watch out for you, so stay sharp, learn all you can, and stay safe!



Privacy & Personal Information



Privacy is being able to keep things secret or hidden from others.

Personal Information is information about you or your family such as your address, a social security number, your parent's bank account, or how much money they have.

Criminals love to get people's personal information because they can pretend to be you, or use your money to buy things.

They can also make money off of your information by selling it to others. Companies or other criminals will use your info to send you junk mail or spam emails.

Criminals learning your address can be very bad. They may break in and steal from you. Protect your safety and your belongings, by keeping your information a secret.

These bad people may even use your personal information to trick someone else in your circle of friends and family. People sometimes tell criminals things that they shouldn't if they think that they are communicating with someone they know.



Think before you click



Do you know who sent that email?



Passwords

One of the most important things you need to learn is how to create strong password. A password is a code you type in to let the computer know it is really you.

Having an easy to guess password could allow someone to snoop around in your private information.

The way to make your password strong is to never use your name or your birthday. Use something hard to guess, but easy for you to remember. Make your password at least 8 characters long, and mixing numbers, symbols, and upper and lower case letters makes the password strong just like Speedy. Avoid using the same password over and over. That way if they do figure out your password, they only gain access to one account. And never leave your password written down where someone can find it.



A great tool online that creates kid friendly passwords is the website, www.kidnospass.com

Spam



Spam is basically email that you receive from different companies or strangers that you did not sign up for. Most times it isn't from real companies and usually the sender is up to no good.

Spam emails can sometimes be a phishing scam. Phishing emails are emails that look like it is from some trusted source. A place like your bank, the IRS where taxes are collected, or some other business you shop with often. They make their email look like it is the real thing with logos, and they put links in the email baiting you to click them. Once you click the link, you could be launching a program that can damage your computer in some way or collect your personal information.

Spam emails can also use winning a sweepstakes or some other type prize to trick you into trusting the email source. After they hook you in, they inform you that to collect your prize, you must give them your credit card number.



How do you know it is spam?

Spam emails typically have a bunch of spelling and grammar errors or a mention of someone you don't know in the subject line. Don't Open It! Delete those emails right away.



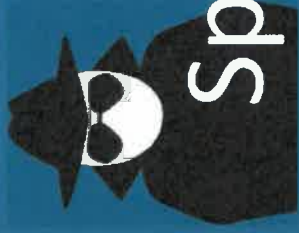
Malware

Malware is a program written with the intent to harm your computer in some way.

Programs such as this, may be waiting for you to do something(a trigger), so that it can run. This could be the clicking of the link or opening an email attachment.

When searching for free downloads online, be very careful. There are a lot of sites out there trying to trick you. They will pay to make their site get returned at the top of the list of search results. Then when you access the page, they use blinking buttons to trick you to click. The result of clicking usually ends up being your computer loaded up with malware.

Once your machine is infected, it can change browser settings, create unusual popup ads on your computer and then pass the malware on to someone else.



Spyware

Spyware is a program that gets onto your computer through a download or a virus and it gathers information about you and sends this back to its creator.

Some of the types of information spyware might send back to home base is email addresses of you or your contacts, passwords, account numbers, and credit card numbers.

Some spyware out there records how you use your computer and what you search for online.

Adware

Adware is software that you are allowed to use by the author because of the advertisements that pop up occasionally during the game. Many of these type games you will find in the form of apps on your phone or devices.

Through the addition of advertisements, the developer gains some income that may supplement a discount to the user, sometimes making the software free.

Often after using the product with the ads, a consumer will purchase the software to get rid of the ads.

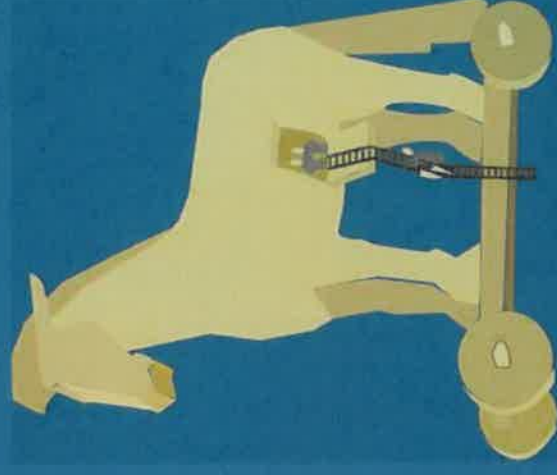


Trojan Horse

The name for the Trojan Horse virus was derived from tale of the Trojan Horse constructed by the Greeks to gain access to the city of Troy. The wooden horse was left at the gates as an offering to Athena. The horse was then wheeled into the city and out came Greek fighters hiding inside.

A Trojan horse virus is a form of malware that is dressed up as something interesting or software from a source we are familiar with. The purpose is to trick the person into installing it. This allows the creator of the Trojan to do damage to data or software on your computer. They also will set up a 'back door' or access point that allows them to access your system.

Trojan viruses don't spread by infecting other files and they cannot duplicate themselves.

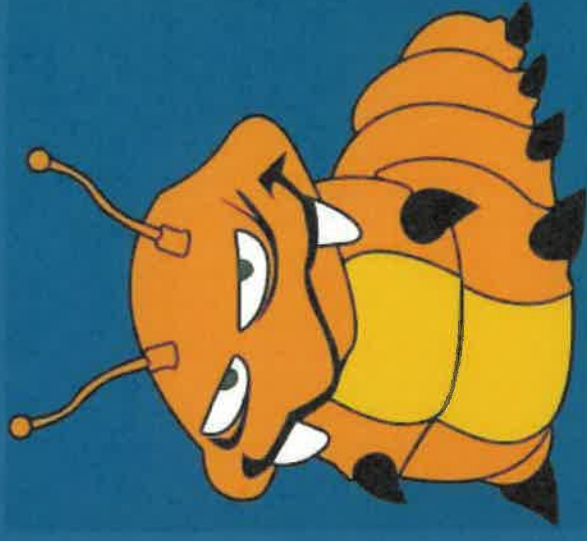


Worms

Worms are malware that can duplicate itself and spread to other computers. Worms always do something bad, even if it is just slowing things down.

Worms will frequently set up the ability for computers to be taken over by the worm's author by creating backdoors on the host computer. These computers are then called a "zombie computer". "Zombie computers" can be used to send out spam or as a shield to hide the web address of people who want to do bad things.

<http://www.malwarebytes.com/2016/07/Zombie-PCs/>





Virus

A virus is a small program that is created to spread from one computer to the next and to mess up the way your computer works.

Many times viruses hop from computer to computer via email attachments or messages. They can also hide in funny pictures(memes), e-cards, or other desirable file attachments. It can also be sent through an instant message.

A virus can corrupt your data, or worse, delete it. It can also email copies of itself to your friends.

Keeping your anti-virus software up to date is key to protecting against the latest viruses and other security threats.

<https://www.microsoft.com/security/using-virus-protection.aspx>

Social Media

Privacy settings on social media accounts are set up as public when you first get one. Unless you want everyone to be able to look at all of your photos and other private stuff, you must go into your account settings and change this.



Something to remember is whatever you post and say on your page can be shared by your friends. Think about what you post online, BEFORE you do it. What you post, could be seen by anyone at any time depending on your settings and the friends you keep. Because we can take pictures of our screens, there is really no setting that can protect you. Think twice about what you are sharing with others, so there are no regrets later.

Make sure you know the people that you accept friend requests from. Sometimes people try to friend you to hack your Facebook account or access your contacts. Once you are hacked they will send out strange messages or friend requests to your contacts. Protect your friends and yourself by being cautious with friends and creating strong passwords for your social media accounts.

When your photo is geotagged, this gives people information about your location. Letting outsiders know where you are, can allow them to plan to steal your belongings or vandalize your home.

Another issue with allowing the geotagging to occur is you don't have control of your own privacy. Everyone does not need to know where you are all of the time, keep this information private.



Be Careful of What You Say!



Defamation: Defamation is the blanket word used for all types of untrue statements made about others. [Definition of Defamation on Law.com](#)

Slander: When someone orally tells one or more people an untruth about someone, which will harm the reputation of the person it is about. It is not slander if the untruth is in writing of some sort or if it is broadcast through television or radio. [Definition of Slander on Law.com](#)

Libel: This is where someone publishes to print(including pictures), written word, online posts, blogs, articles, or broadcast through radio, television, or film, an untruth about another which will do harm to the person's reputation. [Definition of Libel on Law.com](#)



Be Careful of What You Say!



Much of the things people post online may get ignored, and you may get lucky and avoid legal action. But, when someone gets angry and files a lawsuit it can cause a major headache and possibly hit you hard in the wallet.

You might think you should have a right to openly complain about a company and their bad service or lousy product. Well when it comes to this, it is not always that simple. You can get sued for this and even if the judge agrees with you, you still have to pay for a defense attorney. Think twice and make sure that whatever you have to say is worth any headache you may have pop up later.

[https://www.fox.com/story/2016/06/24/you-are-being-sued-10-things-you-need-to-know/](#)

On social media, people get into the habit of letting their emotions get the better of them and they end up speaking their minds about others online. When that person feels that this damages their character, they may opt to sue the other person for defamation. Even if their case is not successful, the stress, money, and time that you spend defending yourself is not worth it. To read more about defamatory social media posts, [click here](#).

Stranger Danger Online



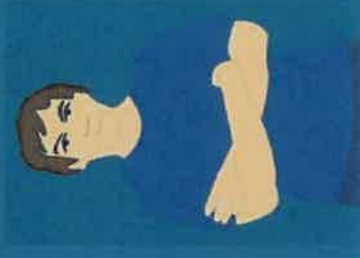
When you think of being on your computer or other electronic device in your own home, you probably think you are safe. Your mom is in the next room, what could happen?

Well there are people online that are up to no good. They go in chat rooms and pop up on your instant messenger, looking for someone to “groom” .

What is grooming you say? Well, grooming is when a stranger (can be any age) finds someone they are interested in, usually a minor. They act really nice and maybe they pretend they are much younger than they really are, like they are a kid just like you. Then they try to get you to like them and to trust them. They may ask you not to tell anyone you are talking to them. This is not okay and is a warning sign of a possible groomer.

How to Protect Yourself in Online Chats

- Choose chat sites designed for kids, such as www.kidzworld.com. Kidzworld is moderated and its aim is to protect kids from unwanted requests and online bullying.
- Beware of people you don't know. If they are asking too many questions or being too friendly they may be up to no good.
- If someone asks you to send them a picture or sends you a picture or video that is inappropriate, tell an adult or report them to the site moderators.
- Don't give out personal information to strangers online
- Don't tell strangers where you live or give them your telephone number
- Don't send strangers pictures of you or others
- If you are being bullied or threatened online, tell an adult or someone you trust





Cyberbullying

- Cyberbullying is the **willful and repeated harm** inflicted through the use of computers, cell phones, and other electronic devices.
- Using Photoshop or other tools to create harassing images.
- Posting jokes about another person on the internet
- Using the internet to entice a group to physically harm another person.
- Making threats online using IM, email, social networking sites, or other electronic devices.



Consequences of Cyberbullying

Anything that you write, pictures that you post, or videos that you upload can be used by your school to suspend you.

College students have been removed from their athletic teams and lost college funding for writing negative comments about their coach.

When applying to colleges, they will search online to see what kind of person you are. They can deny you access if they don't like what they find.

When businesses are looking at people to hire for a job they will many times use social media to see what kind of person they are. Mean or inappropriate type posts can prevent you from getting the job you desire.

Cyberbullying can also be considered a crime and participating in this type of behavior can land you in big trouble.

Consequences of Cyberbullying

- § 18.2-152.7:1. Harassment by Computer; Penalty makes cyberbullying a crime.
- Carries a \$2500 fine and punishable by up to **12 months in prison.**

There are many websites designed to inform and decrease the number of bullying cases we see each year. The U.S. Department of Health and Human Services has created a website with lots of resources to help combat bullying of all kinds - www.stopbullying.gov

If you experience cyberbullying or witness it, tell someone such as a school counselor, teacher, or a parent.





The Effects of Cyberbullying

- Victims feel depressed, sad, angry, and frustrated.
- Victims become afraid and/or embarrassed to attend school.
- Can lead to low self-worth, family problems, academic problems, school violence, and bad behavior.
- Victims can also develop thoughts of killing themselves and possibly act on these feelings.
- There are no positive effects of cyberbullying, only pain and suffering for the victims.
- The affects of being bullied can affect the victim into adulthood and prevent them from being all they can be in the future.



Dealing with Cyberbullying

- Never do the same thing back, 2 wrongs don't make a right
- Tell them to stop
- Block their access to you
- Report it to the site you are on such as Facebook or Twitter
- NEVER pass along messages from cyberbullies, stop the spread of this behavior
- Set up privacy controls and keep the bully out of your friends list
- Don't be a cyberbully yourself
- If you witness someone getting bullied, tell someone so it can be stopped.
Many times the person being bullied won't tell out of fear.
- Spread the word that bullying is not cool
- Don't laugh or encourage the bully, it is not funny and it can lead to major trouble for the person doing the bullying.



About Sexting



“Sexting” is when someone sends or receives sexually explicit or non-PG Rated pictures or video electronically, mainly via cell phones or tablets.

The numbers on how many teens say that they have sent/posted nude or semi-nude pictures or videos of themselves is upsetting.

20% of teens between 13 to 19 years of age have engaged in sexting.

22% of teen girls

18% of teen boys

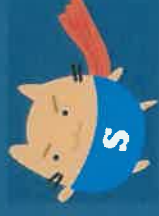
11% of teen girls between 13 to 16 years of age have engaged in sexting.

Did you know that if you forward a picture of a sexual or nude photo of someone underage, you are as responsible for the image as the original sender?? You can be charged with a crime.

Many teens don’t realize that if you send a picture of yourself that is inappropriate and that picture ends up online, it could be there forever. You can never fully delete things that end up on the web.



About Sexting



There is no age minimum that protects young people from getting charged with a sexual offense.

Something that you think is okay or just a joke, might land you in a ton of trouble. For example, you might take a picture of your friend naked to embarrass them, but if they are under the age of 18, this is considered production of child pornography.

If you are sent something inappropriate, do not share it and don't delete it. Tell an adult immediately. You may feel like you are getting your friend into trouble, but you are protecting yourself and you are protecting them. They may not be thinking about the consequences or the effect this behavior can have on their future.

Anyone that gets convicted of a sex offense, will have to register as a sex offender. Sex offenders have to keep their address updated and keep a current photo with the police. The information goes on the sex offender registry where anyone can go and see your picture and where you live online.

REMEMBER: You can't control what other people do with your photos. Even if you think you are sending it to someone you can trust, they may end up surprising you. You can't trust anyone with something as private as that. Don't Do It!

Legal Consequences of Sexting

- The Virginia Department of Education has an excellent resource with real life examples of the consequences of sexting that can be found [here](#).
- The Attorney General's Virginia Rules website is designed to give Virginia Youth information on all the laws in the state. [Virginia Rules](#) has extensive information on sexting and other internet security risks.
- This article in The Virginian-Pilot tells a story of five Virginia teens getting charged with felonies for sexting and being in possession of sexually explicit photos of a minor, read more about it [here](#).



Information Provided By:
Office of the Attorney

General

202 North Ninth Street
Richmond, Virginia 23219

(804) 786-2071

www.ag.virginia.gov

Tab X:

Marketing Plan for units meeting accessibility
requirements of HUD section 504

Tab Y:

Inducement Resolution for Tax Exempt Bonds

Tab Z:

Documentation of team member's Diversity, Equity
and Inclusion Designation or Veteran Owned Small
Business certification

Tab AA:

Priority Letter from Rural Development

TAB AB:

Social Disadvantage Certification or Veteran
Owned Small Business Certification