City of Harrisonburg
APPLICATION FOR TAX EXEMPTION

FOR OFFICE USE ONLY: PAYMENT AMOUNT: _____ RECEIVED ON: _____ CHECK NUMBER: _____

Application received 1/25/25 by email

The information requested on this application must be filled out completely and returned to the City Manager's office on or before January 30. Include a $50 application fee made payable to City of Harrisonburg. Applicant must pay the cost of the public hearing ad or their share if multiple applicants.

Please attach a copy of your current (1) 501(c)(3) certificate; **(2)** By-Laws; **(3)** Articles of Incorporation; **(4)** most recent financial statement (audited, if available); **(5)** most recently filed IRS Form 990 or 990EZ.

COR KDR
Treas
Fin

ORGANIZATION NAME: ____Village to Village/Bargain Hive Hope 4 Villages LLC

MAILING ADDRESS: __3006 S. Main Street Harrisonburg, VA 22801

CONTACT PERSON AND PHONE: Heidi Dove 540-820-6511

Type of property for which request is made (circle applicable) **PERSONAL PROPERTY REAL ESTATE**

If requesting a personal property exemption, please attach a detailed itemized listing of the specific item(s) for which the exemption is sought.

If requesting a real estate exemption, complete the following on each parcel for which exemption is sought:

Name in which property is held _____N/A_____

Property address _____

Map identification number _____

Taxes paid for the preceding three (3) years _____ _____ _____

If requesting a personal property exemption, complete the following for each account for which exemption is sought:

Name assessed ___Village to Village Inc

Account number 97953 vehicles / 97979 business per. prop

Asset type and location address ____3006 S. Main Street, Harrisonburg, VA 22801

Taxes paid for the preceding three (3) years No previous property taxes paid in Harrisonburg, two trailers property taxes were paid in Augusta County the previous few years. We are now in Harrisonburg for 2.5 years at least.

2025 Veh Assessment $ 5096 2025 Veh Tax $ 175.81 2025 BPP Assessment $ 8335
2025 BPP Tax $ 176.70

Name assessed ~~Barn~~ Bargain Hive (under V2V) Hope 4 Villages LLC (single member LLC of Village to Village Inc)

Account number 94708

Asset type and location address ____3006 S Main Street, Harrisonburg, VA 22801

Taxes paid for the preceding three (3) years __No taxes paid. Just purchased the business in June of 2024

2025 Assessment $5501 2025 Tax $116.62

Please complete the following questions as referenced in City Ordinance 4-2-17 (copy enclosed) and *Code of Virginia* § 58.1-3651.

1. Do you currently own property in the City that is already tax-exempt?

   _____ Yes _____XX__ No

   If yes, what is the property Map ID #? _____ On what date was the exemption granted? _____ How/By whom was the exemption granted? _____

2. Does the organization have any rule, regulation, policy, or practice that unlawfully discriminates on the basis of religious conviction, race, color, sex, or national origin? No

3. Does the organization hold a current annual alcoholic beverage license from the Virginia Alcoholic Beverage Control Board for serving alcoholic beverages on the property? If yes, please attach a copy.

   _____ Yes __XX_____ No

4. What compensation is paid to each director, officer, and employee of the organization?

   Village to Village Director $37,990.86

   Village to Village/Bargain Hive Manager $19,500

   Bargain Hive Manager $3380.70

   Part Time staff that work around 30 hours a week in Bargain Hive, pay is $13 an hour

5. What services does each director, officer, and employee render?

   V2V Director oversees all nonprofit fundraising, accounting, collaboration with local organizations and refugee families, directs camps, donation drives, special events.

   V2V/BH Manager oversees all social media for both entities, boutique part of BH, special events directly involved with BH and the boutique, staff and incoming inventory.

   BH Manager oversees all BH accounting, staff, scheduling, incoming inventory and sales.

6. Does any part of the net earnings of the organization benefit any individual? No

7. What percentage of the services provided by this organization is generated by funds received from donations, contributions, or local, state, or federal grants or funds? For purposes of this question, donation may include the providing of personal services or the contribution of in-kind or other material services. %

V2V 100% BH 20%, all items in Boutique in Bargain Hive are donated and funds go directly back into ministry

8. What specific services does the organization provide for the common good of the public?

We partner with Church World Services to help collect items needed to set up homes for new to our country refugee families. We also work with the school systems in Harrisonburg to help refugee families in need of specific items like coats, blankets, dishes, hygiene items. We host a summer camp specifically for refugee kids at no cost to them.

9. What percentage of the activities of the organization involves carrying on propaganda or otherwise attempting to influence legislation? None

10. Does the organization participate or intervene in any political campaign on behalf of any candidate for public office?

_____ Yes ____XX_____ No

I, Heidi Dove (printed name), do hereby certify that the information provided and/or attached to this Application for Tax Exemption, is true and accurate, to the best of my knowledge. I acknowledge that knowingly providing false information will result in criminal charges pursuant to *Code of Virginia* § 58.1-11. I acknowledge that the organization I represent may be subjected to audit by the Commissioner of the Revenue, or an appointed employee of the Commissioner of the Revenue, to ensure that all information provided is true and correct.

HD 1.25-2025

Signature **Date**

Director

Title

Tina M. Newman **My commission expires:** October 31, 2028

Notary

TINA M. NEWMAN
Notary Public
Reg # 287202
Commonwealth of Virginia
My Commission Expires October 31, 2028

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: JAN 24 2018

VILLAGE TO VILLAGE INC
C/O EDUARD RACHKOVSKIY
1871 BOYERS RD
HARRISONBURG, VA 22801

Employer Identification Number:
81-2913304
DLN:
17053276338007
Contact Person:
MITCHELL P STEELE ID# 31360
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
June 6, 2016
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

VILLAGE TO VILLAGE

Corporate Bylaws

ARTICLE 1. DEFINITIONS

The following definitions shall apply throughout these bylaws:

"Corporation" shall mean and refer to Village to Village, a Virginia non-stock corporation.

"Board-Elected Directors" shall mean and refer to directors of the Corporation elected by the Corporation's Board of Directors.

ARTICLE 2. SEAL AND FISCAL YEAR

1. *Seal.* The seal of the Corporation shall be circular in form and mounted upon a metal die, suitable for impressing the same upon paper, with the name of the Corporation and the word "SEAL" engraved thereon.

2. *Fiscal Year.* The fiscal year of the Corporation shall begin on January 1 of each year and end on December 31st.

ARTICLE 3. BOARD OF DIRECTORS

1. *Number and Qualifications.* The Board shall consist of not less than five (5) and not more than nine (9) Board-Elected Directors and one (1) non-voting *ex officio* director.

2 Board-Elected Directors. The terms of Board-Elected Directors shall serve three-year terms. Notwithstanding the expiration of a director's term, as provided above, all directors shall serve until their successors are elected and qualify. Any vacancy occurring in the membership of the Board through resignation, death, the expiration of term of service or otherwise, shall be filled by election by the remaining directors of such person or persons as they, in their discretion, may deem proper. The Executive Director of the Corporation shall serve as a non-voting *ex officio* director.

5. *Annual Meeting.* The Board shall meet at least once per year for the purpose of organization, election of directors and officers, and consideration of any other business that may properly be brought before the meeting.

6. *Regular Meetings.* Regular meetings of the Board may be held only with prior notice.

7. *Other meetings of the Board may be held upon notice by*: word of mouth, telephone, letter, facsimile, electronic mail or such other means as the Board may approve, delivered not less than twenty-four (24) hours preceding the time for the meeting, upon call of the President or Secretary of the Corporation. Neither the business to be transacted at nor the purpose of any meeting of the Board need be specified in the notice of the meeting.

8. *Waiver of Notice.* Notice of any meeting of the Board may be waived in writing by any director entitled to notice, whether before or after the time of the meeting. A director's attendance at any Board meeting shall constitute a waiver of notice by that director, unless the director attends for the specific purpose of challenging such notice.

9. *Location of Meetings.* All meetings of the Board shall be held at such locations as the Board may determine. Directors may participate in meetings of the Board by telephone or other communications equipment, so long as all persons participating in the meeting can hear each other. Participation by such means shall constitute presence in person at the meeting.

10. *Quorum.* A majority of the directors in office immediately before any Board meeting begins shall constitute a quorum for the transaction of business at that meeting. The act of the majority of the directors present at a Board meeting at which a quorum is present shall be the act of the Board, unless a greater margin is required by statute, the Articles of Incorporation or these Bylaws.

11. *Action Without a meeting.* Any action that may or must be taken at a meeting of the Board may be taken without a meeting if a written documentation setting forth the action to be taken agreed upon via email or other means, either before or after the action is taken and included in the minutes or filed with the corporate records reflecting the action taken.

ARTICLE 4. OFFICERS

I. *Officers.* The officers of the Corporation shall be the President, Vice President, Secretary, Treasurer and such other officers as the Board may deem necessary. All officers shall be selected from the voting members of the Board by majority vote at a properly called meeting of the Board at which a quorum is present. The offices of Secretary and Treasurer may be held by the same person. All officers shall serve one-year terms or until their successors are elected and qualify.

2. *Vacancies.* Whenever a vacancy occurs in any office whether by death, resignation, removal or otherwise, the Board shall fill the vacancy. The new officer's term shall expire when the term of the replaced officer would have expired.

3. *President.* The President shall preside over all Board meetings and communicate to

the Board, at Board meetings or other times he deems appropriate, such matters and suggestions as may, in his opinion, tend to promote the prosperity and welfare and increase the usefulness of the Corporation. The President shall further perform all duties as the Bylaws or the Board may prescribe. The President can transfer his duties at Board meetings to the Vice President.

4. *Vice President*. The Vice President shall perform the President's duties in his absence and perform such other duties as the Bylaws or the Board may prescribe.

5. *Secretary*. The Secretary shall attend all Board meetings and keep, or cause to be kept, in a book provided for the purpose, a true and complete record of the proceedings of all Board meetings. He or she shall be the custodian of the records and the seal of the Corporation and see that the seal is affixed to all documents, the execution of which on behalf of the Corporation under its seal is duly authorized. He or she shall provide all required notices and perform such other duties as the Bylaws or the Board may prescribe.

6. *Treasurer*. The Treasurer shall keep correct and complete records of account, showing accurately at all times the financial condition of the Corporation. He or she shall be the legal custodian of all moneys, notes, securities and other valuables that may from time to time come into the possession of the Corporation. He or she shall immediately deposit all funds of the Corporation coming into his hands in a reliable bank or other depository designated by the Board and keep this bank account in the name of the Corporation. He or she shall furnish to the Board, at meetings or whenever requested, a statement of the financial condition of the Corporation and perform such other duties as the Bylaws or the Board may prescribe. The Treasurer shall, at the Board's request, give the Corporation a bond or such other security requested for the faithful discharge of his duties.

7. *Removal*. Any officer may be removed from office by the Board at any time, with or without cause.

8. *Transfer of Authority*. The Board may transfer any or all powers or duties of any officer to any other officer, director or agent of the Corporation for any reason the Board deems sufficient.

ARTICLE 5. SPECIAL CORPORATE ACTS – NEGOTIABLE INSTRUMENTS, DEEDS AND CONTRACTS

Checks issued for amounts under $5,000 in payment of expenses and payroll shall be signed by such officer or officers, or other persons, as the Board may authorize. Checks and online payments or transfers of $5000 or more, shall be signed, or approved in writing, by two officers, or other persons, as the Board may authorize. Director is authorized to spend up to $500 without prior

board approval. Any expenses over $500 must have board approval which can be attained either through a physical meeting of the board or email vote.

All deeds, mortgages, and other written contracts and agreements to which the Corporation shall be a party; and all assignments or endorsements of stock certificates, registered bonds, or other securities owned by the Corporation, shall be signed by two or more officers as the Board may from time to time authorize.

ARTICLE 6. INDEMNIFICATION AND LIABILITY OF DIRECTORS AND OFFICERS

1. Except as provided in Section 2 of this Article, the Corporation shall indemnify any director or officer made a party to a proceeding (including without limitation any proceeding by or in the right of the Corporation in which the director or officer is adjudged liable to the Corporation) because he or she is or was a director or officer of the Corporation against any liability incurred in the proceeding if either:

A. (1) he or she conducted himself or herself in good faith; and

(2) he or she believed:

(i) In the case of conduct in his or her official capacity with the Corporation, that his or her conduct was in the Corporation's best interests;

(ii) In all other non-criminal cases, that his or her conduct was at least not opposed to the Corporation's best interests; and

(iii) In the case of any criminal proceeding, he or she had no reasonable cause to believe his or her conduct was unlawful; or

B. it is determined that such liability is not a result of his or her willful misconduct or knowing violation of the criminal law.

A director or officer's conduct with respect to an employee benefit plan for a purpose he or she believed to be in, or at least not opposed to, the interests of the participants in and beneficiaries of the plan is conduct that satisfies the requirement of subsection A(2) of this section. Each such indemnity shall inure to the heirs, executors and administrators of such person.

2. The Corporation may not indemnify a director or officer under this Article to the extent that, in connection with any proceeding charging improper personal benefit to him or her, whether or not involving action in his or her official capacity, the director or officer is determined to be liable on the basis that personal benefit was improperly received.

3. Expenses incurred by a director or officer in a proceeding shall be paid by the

Corporation in advance of the final disposition of the proceeding if:

A. The director or officer furnishes the Corporation a written statement of his or her good faith belief that he or she has met either of the standards of conduct set forth in Sections 1 A and 1B:

B. The director or officer furnishes the Corporation a written undertaking, executed personally or on his or her behalf to repay the advance if it is ultimately determined that he or she did not meet either standard of conduct; and

C. A determination is made that the facts then known to those making the determination would not preclude indemnification under this Article.

The undertaking required by subsection B of this Section shall be an unlimited general obligation of the director or officer, but need not be secured and may be accepted without reference to his financial ability to make repayment.

The Corporation shall not advance expenses under Section 3 above (unless authorized or ordered by a court) unless in each specific case a determination has been made that advancement is permissible because the items required in Sections 3A, 3B and 3C have been met.

4. The Corporation shall not indemnify a director or officer under Section 1 above (unless authorized or ordered by a court) unless in each specific case a determination has been made that indemnification is permissible in the circumstances because the director or officer has met either of the standards of conduct set forth in Sections 1 A and 1 B. The termination of a proceeding by judgment, order, settlement, or conviction is not, of itself, determinative that a director or officer did not meet either of the standards of conduct set forth in Sections 1 A and 1 B.

5. The indemnification provided by this Article shall not be exclusive of any other rights to which any director or officer may be entitled, including without limitation, rights conferred by applicable law and any right under policies of insurance that may be purchased and maintained by the Corporation or others, even as to liabilities against which the Corporation would not have the power to indemnify such director or officer under the provisions of this Article.

6 The Corporation may purchase and maintain at its sole expense, insurance in such amounts and on such terms and conditions as the Board may deem advisable against all liabilities or losses it may sustain as a consequence of the indemnification provided for in this Article.

7 The Board shall have the power, generally and in specific cases, to indemnify employees and agents of the Corporation to the same extent as provided in this Article with

respect to directors or officers. The Board is hereby empowered, by a majority vote of a quorum of disinterested directors, to contract in advance to indemnify any director or officer. The Board is further empowered, by majority vote of a quorum of disinterested directors, to cause the Corporation to contract in advance to indemnify any person, who is not a director or officer, but who was or is a party to any proceeding, by reason of the fact that he or she was or is an employee or agent of the Corporation, or was or is serving at the request of the Corporation as director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or enterprise, to the same extent as if such person were a director or officer of the Corporation.

8 In any proceeding brought in the right of the Corporation, the damages assessed against an officer or director arising out of a single transaction, occurrence or course of conduct shall not exceed $0.00; provided, however. that the liability of an director or officer shall not be so limited if the director or officer engaged in willful misconduct or a knowing violation of any criminal law or federal or state securities law.

ARTICLE 7. CONTRACTS WITH DIRECTORS, ETC.

Any contract or other transaction between the Corporation and one or more of the Corporation's directors, or between the Corporation and any firm of which one or more of its directors are members or employees, or in which they are interested, or between the Corporation and any corporation or association of which one or more of the Corporation's directors are shareholders, members, directors, officers or employees, or in which they are interested, shall be valid for all purposes, if (1) the material facts of the transaction and the director's interest are disclosed or known to the Board or a committee of the Board and the Board or committee, nevel lbeless, authorizes, approves or ratifies the contract or transaction; or (2) the transaction is fair to the Corporation. The presence of or a vote cast by a director with a personal interest in the transaction does not affect the validity of any action taken by the Board if the transaction is otherwise authorized, approved or ratified. A majority of voting directors who have no direct or indirect personal interest in the transaction shall constitute a quorum for taking action under this Article. This Article shall not be construed to invalidate any contract or other transaction that would otherwise be valid under applicable common or statutory law.

ARTICLE 8. PROHIBITION AGAINST SHARING CORPORATION EARNINGS

No director, officer or other person connected with the Corporation, nor any other private

individual shall receive at any time the net earnings or pecuniary profit from the operations of the Corporation; provided that this shall not prohibit the payment of reasonable compensation to any such person for services rendered to or for the Corporation in effecting any of its purposes as determined by the Board. No person shall be entitled to share in the distribution of any corporate assets upon dissolution of the Corporation. Upon dissolution or winding up of the affairs of the Corporation, all funds remaining after all debts have been satisfied shall be distributed, transferred, conveyed, delivered and paid over to Harrisonburg First Church of the Nazarene; but if that entity no longer exists or is not described in Section 501(c)(3) of the Tax Code, then to one or more organizations as the Board may select which are organized and operated exclusively for charitable, religious or educational purposes and which, at that time, qualify as tax exempt organizations under Section 501(c)(3) of the Tax Code.

ARTICLE 9. AMENDMENT

These Bylaws may be amended, altered or repealed by a two-thirds (2/3) vote of the Board members at any properly called regular or special meeting of the Board at which a quorum is present

Adopted at a meeting of the Board of Directors of Village to Village held after due and proper notice on March 8, 2017.

Attest: _____

Michael W. Kohl, Vice President

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

SCC819
(06/14)

ARTICLES OF INCORPORATION OF A VIRGINIA NONSTOCK CORPORATION

The undersigned, pursuant to Chapter 10 of Title 13.1 of the Code of Virginia, state(s) as follows:

1. The name of the corporation is
Village to Village, Inc.

2. **(Mark appropriate box or insert applicable provisions; see instructions.)**
☑ The corporation shall have no members. **OR**
☐ The corporation shall have one or more classes of members with such designations, qualifications and rights as set forth in the bylaws. **OR**
☐ The designation of the class(es) of members and the members' qualifications and rights are as follows:

3. ~~**(Mark appropriate box or insert applicable provisions; see instructions.)**~~
☑ The directors shall elect their successors. **OR**
☐ The directors shall be elected by the members. **OR**
☐ The directors shall be elected or appointed as follows:

4. A. The name of the corporation's initial registered agent is
Heidi B. Dove

B. The initial registered agent is **(mark appropriate box)**:

(1) an individual who is a resident of Virginia **and**
☑ an initial director of the corporation.
☐ a member of the Virginia State Bar.

OR

(2) ☐ a domestic or foreign stock or nonstock corporation, limited liability company or registered limited liability partnership authorized to transact business in Virginia.

5. A. The corporation's initial registered office address, including the street and number, if any, which is identical to the business office of the initial registered agent, is
1871 Boyers Road (number/street) Harrisonburg (city or town) VA 22801 (zip)

B. The registered office is located in the ☐ county **OR** ☐ city of

6. The initial directors are (see instructions):

NAME(S)	ADDRESS(ES)
Heidi B. Dove	3080 Horseshoe Lane Harrisonburg, VA 22801

INCORPORATOR(S):

SIGNATURE(S)	PRINTED NAME(S)
	Heidi B. Dove

3-8-16
DATE

540-820-6511
TELEPHONE NUMBER (OPTIONAL)

Personal Information, such as a social security number, should NOT be included in a business entity document submitted to the Office of the Clerk for filing with the Commission. For more information, see Notice Regarding Personal Identifiable Information at www.scc.virginia.gov/clk.

REVIEW THE INSTRUCTIONS THAT FOLLOW BEFORE SUBMITTING THIS FORM.

Village to Village, Inc.
Heidi B. Dove
1871 Boyers Road
Harrisonburg, VA 22801
540-820-6511
hdove67@gmail.com

March 8, 2016

To Whom It May Concern:

We are starting a Virgnia Nonstock Corporation called Village to Village, Inc. This organization will not have members.

Heidi B. Dove

March 8, 2016

X

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 05-06-2024

Employer Identification Number:
36-5104473

Form: SS-4

Number of this notice: CP 575 A

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB OF THIS NOTICE.

002063.501570.133909.16424 1 MD 0.571 920

HOPE4VILLAGES LLC
% HEIDI DOVE
PO BOX 25
WEYERS CAVE VA 24486

002063

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 36-5104473. This EIN will identify your entity, accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did not apply for this EIN, please visit, www.irs.gov/einnotrequested.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 941	10/31/2024
Form 940	01/31/2025

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, Accounting Periods and Methods.

We assigned you a tax classification (corporation, partnership, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification and is not binding of the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, Entity Classification Election. See Form 8832 and its instructions for additional information.

OPERATING AGREEMENT

OF

HOPE4VILLAGES, LLC

This Operating Agreement, effective March 18, 2020, by and among the undersigned parties, who by their execution of this Operating Agreement have become Members and/or Managers of **Hope4Villages, LLC**, a Virginia limited liability company (hereinafter referred to as the "Company"), provide as follows:

ARTICLE I
FORMATION AND TERM

1.1 **Formation**. The Company was formed upon the issuance of its Certificate of Organization by the State Corporation Commission of Virginia on **March 18, 2020**. The Members have entered into this Operating Agreement in order to set forth the terms and conditions of which the management, business, and financial affairs of the Company shall be conducted.

1.2 **Term**. The Term of the Company began upon the issuance of the Certificate of Organization by the State Corporation Commission of Virginia on **March 18, 2020**, and shall continue indefinitely, unless sooner terminated in accordance with this Agreement.

1.3 **Purpose**. The purpose of the Company is the ownership, management and investment in real property and real estate related activities, and/or to engage in any other lawful business permitted in the Commonwealth of Virginia.

1.4 **Tax Classification**. If the Company has two (2) or more Members, the Members intend that the Company be classified as a partnership for federal income tax purposes, and this Agreement shall be interpreted accordingly. If the Company has only one Member, then the Member intends that the Company be classified as a sole proprietorship.

1.5 **Limited Liability**. No Member or Manager shall have any personal obligation for any liabilities of the Company solely by reason of being a Member or Manager, except as provided by law.

ARTICLE II
NAME, OFFICE OF COMPANY, AND REGISTERED AGENT

2.1 **Name of Company**. The Members have formed a limited liability company under the name of **Hope4Villages, LLC**, a Virginia limited liability company, pursuant to the laws of the Commonwealth of Virginia.

2.2 **Principal Place of Business**. The principal place of business of the Company shall be maintained at **1871 Boyers Road, Rockingham, VA 22801**, or at such other place or places as the Manager(s) may from time-to-time deem in the best interest of the Company, notice of which shall be given to the Members in writing.

2.3 **Registered Agent**. The Company's agent for service of process shall be **Heidi Dove.**, who is a member or manager of the Company, or such other person as the Manager may designate.

ARTICLE III
MEMBERSHIP

3.1 **Names and Addresses of Member**. The name, address, and percentage of interest of the initial Member is as follows:

Village to Village, Inc. - 100%
1871 Boyers Road
Rockingham, VA 22801

3.2 **Limitation of Membership**. Admission of Additional Members in the Company is specifically limited and closed except to (i) those specifically named Members in Paragraph 3.1, and (ii) Substituted Members pursuant to Paragraph 3.5 of this Agreement.

3.3 **Assignees and Assignments**. The term "Assignment" means a sale, gift, pledge, encumbrance, transfer at death, or other transfer whether voluntary or involuntary, of any interest in the Company. The term "Assignor" means any person who makes an Assignment of an interest in the Company. The term "Assigned Member" means an owner, other than a Member, of any interest in the Company. An Assigned Member may become a Member only in the manner provided in this Agreement.

3.4 **Assigned Members**. A person assigned a Membership Unit shall be allowed to hold interest in this Company. Such person shall be considered an Assigned Member. An Assigned Member must conform to the provisions of Paragraph 3.5. An Assigned Member is allocated a share of the profits or losses based upon the number of Membership Units they have been assigned, but shall not have any right to vote on Company decisions.

3.5 **Substituted Members**. A Substituted Member has all the rights and privileges of a Member. The admission of an Assigned Member as a Substituted Member shall occur upon a majority of Company Members consenting to such admission. A "majority of Company Members" shall be determined based upon an ownership interest basis with each Member having votes proportionate to his or her percentage interest in the Company. However, at no time or in no event shall an Assigned Member be admitted as a Substituted Member unless the following conditions are met: (i) the submission and acceptance of an Assignment Instrument being in a form and substance satisfactory to the Manager; (ii) the Assignor and Assignee named therein executing and acknowledging such other instrument or instruments as the Manager deems necessary or desirable to effect such admission; (iii) the Assignee's written acceptance and adoption of all of the terms and provisions of this Operating Agreement, as the same may have been amended; and (iv) such Assignee paying or obligating himself or herself to pay, as the Manager may determine, all reasonable expenses connected with such admission.

3.6 **Death or Incompetence of Member**. Upon the death or incompetence of any Member, his Membership Units shall vest in his heir, legatee, successor, trustee, receiver, or other legal representative, who shall be treated as an Assigned Member and who may be admitted as a Substituted Member subject to the provisions of Paragraphs 3.2, 3.3, 3.4, and 3.5 of this Agreement. If at the time of the death or incompetence of a Member, who at the time of such death or incompetence is the Sole Member of the Company, such Member's heir, legatee, successor, trustee, receiver, or other legal representative in whom said deceased or incompetent Member's Membership Units had vested, shall be treated as a Substituted Member, and not an Assigned Member. However, upon the death or incompetence of any Member, the Company may be dissolved in accordance with Paragraph 7.1 of this Agreement.

3.7 **Transfer of Membership Units During Lifetime**. Any Member desiring to withdraw from the Company must first offer their Membership Units to the Company. There shall be no obligation by the Company to purchase back the Membership Units. If the Company so chooses to purchase back a withdrawing Member's Membership Units, they may do so in accordance with Paragraph 3.9 of this Agreement. If the Company chooses not to purchase back the Membership Units, the remaining Members may purchase the Membership Units in accordance with Paragraph 3.9 of this Agreement.

3.8 **Call Option**. Upon an event causing the transfer of a Membership Unit to a Person not specifically allowed in this Agreement, to an Assigned Member, or to a Person who has not complied with the requirements of becoming a Substituted Member, the Company shall have the right to exercise their Option to purchase such Person's Membership Units at the price and terms set forth in Paragraph 3.9. The Company, however, shall not be required to purchase any such Membership Unit(s) so transferred and may proceed with the operation and continuation of the Company. Any person holding Membership Units as a result of an event causing the transfer of Units shall be considered an Assigned Member as defined in Paragraph 3.4 of this Article. Upon the transfer of a Membership Unit to a Person not specifically allowed in this Agreement, the Company may be dissolved in accordance with Paragraph 7.1 of this Agreement.

3.9 **Transfer of Membership Units.** The following paragraphs shall govern the transfer of Membership Units:

3.9.1 *Sales Price.* The Sales Price of the Membership Units shall be the Fair Market Value of all Membership Units to be transferred. The Fair Market Value of the Units shall be determined by agreement of the parties. If there is no agreement established by the parties, the Fair Market Value of the Units to be transferred shall be determined by the services of a business valuation specialist. Business valuation specialists include, but are not limited to the Company's regularly employed accountants and local appraisers. The business valuation specialist (hereinafter "Specialist") shall be determined by the parties. If a Specialist cannot be agreed upon by the parties, a three person panel of appraisers shall determine the Fair Market Value of the Units to be transferred. The panel shall be comprised of one appraiser appointed by the holder of the Membership Units to be transferred, one appraiser appointed by the Purchaser of the Membership Units to be transferred, and one appraiser appointed by the consent of both parties.

The foregoing notwithstanding, if at a time a valuation is required under this paragraph of this Agreement any Member has recently made a taxable gift and has obtained a valuation of the Company, or has obtained a valuation of the Company or any Membership Unit therein which value has been reported on a filed federal gift or estate tax return within the preceding eighteen (18) month period, the valuation used in preparing the last such filed return shall be the Sales Price under this paragraph, unless there have been substantial changes to the Company determined by the Company's CPA, or other professional hired by the Manager to establish a sales price.

3.9.2 *Terms.* Upon notice in writing to the Assigned or Substituted Member of the Sales Price, the Company, or those Members wishing to purchase the Membership Units, shall have ninety (90) days in which to pay five percent (5%) of the Sales Price to the Seller. The balance of the Sales Price shall be paid in annual installments amortized over twenty (20) years at an interest rate equal to the minimum rate permitted to avoid imposition of imputed interest under the Internal Revenue Code, as amended, or at six percent (6%). Notwithstanding the above, the Company may assign this purchase right to any of its Members, and the Company may change the terms of payment to make full payment or pay over a shorter period of time.

ARTICLE IV
MANAGEMENT OF COMPANY

4.1 **Manager.** The Members hereby unanimously agree that the responsibility for managing the Company shall be delegated to a "Manager" or "Managers", and hereby unanimously consent to the election of Heidi Dove, as the Manager of the Company, who may act. The Managers shall serve and continue in such office throughout the entire term of the Company, unless sooner removed by (i) operation of law, (ii) by Order or Decree of any Court of competent jurisdiction, or

(iii) by voluntary resignation. In the event of the resignation or removal of all Managers, the written consent of the majority of Members shall be required to designate a new Manager. In the absence of a Manager, the Members shall manage the Company.

4.2 **Admission of Additional Managers**. Additional Managers may be established by unanimous written consent of all Members. Each new Manager shall become signatory to this Agreement by executing a conformed counterpart or facsimile, and any amendments thereto, at the foot thereof, below the words: "Confirmed, Approved, Adopted"; whereby each additional Manager shall be deemed to have adopted and to have agreed to be bound by all of the provisions of this Agreement. However, each such executed counterpart hereof shall not become binding and effective until it has been attested by the signature of the existing Manager.

4.3 **Management by Members**. Members who are non-managers shall take no active part in, or interfere in any manner with, the conduct or control of the Company business, or the sale, leasing, financing, or refinancing of its assets and shall have no right or authority to act for or bind the Company, except and only to the extent requested by the Manager or as specifically set forth in this Agreement.

4.4 **Management by Manager**. The management, conduct, and control of the Company business is hereby vested in the Manager, who shall have equal rights in the management and conduct of the Company's business. Any one (1) of the Managers may act alone and shall bind all other Managers by their actions.

4.5 **Powers of Manager**. The following provisions shall govern the powers bestowed upon the Manager of the Company:

4.5.1 To acquire, by purchase or otherwise, investments and real or personal property.

4.5.2 To enter into contracts.

4.5.3 To borrow such sums of money from time to time as may be necessary and proper for further investing.

4.5.4 To employ the Company capital in financing the construction of buildings which the Company has agreed to or shall have the right to purchase.

4.5.5 To sell, exchange, or convey title to, and to grant an option for the sale of all or any portion of the real or personal property, including any mortgage or leasehold interest or other property which may be acquired by the Company upon a transfer of the real property; to lease all or any portion of the real or personal property without limit as to the term thereof, whether or not such term (including renewal terms) shall extend beyond the date of the termination of the Company, whether or not the space so leased is to be occupied by the lessee, or, in turn, subleased in whole or in part; to refinance, recast, increase, modify,

consolidate, correlate, or extend any mortgages affecting the real property; to obtain replacements of any such mortgage or mortgages, and to prepay, in whole or in part, refinance, recast, increase, modify, consolidate, correlate, or extend any mortgages affecting the real property; and to do all of the foregoing at such price, rental, or amount, for cash, securities or other property and upon such terms as they deem proper.

4.5.6 To place the record title to the real or personal property in the name or names of a nominee for the purpose of mortgage financing or any other convenience or benefit of the Company.

4.5.7 To employ from time-to-time persons, firms, or corporations for the operation and management of the Company and its property, including, without limitation, a supervisory managing agent, a building management agent, accountants, and attorneys, on such terms and for such compensation as shall be reasonable.

4.5.8 To change and reorganize the Company into any other legal form.

4.5.9 To purchase life insurance on the lives of the Managers and key employees of the Company, and pay the premium of such policies from the "net cash profits"; however, the Company shall be the beneficiary and owner of all such policies, and such life insurance policies may be purchased from any agent chosen by the Manager, without conflict of interest, even if the agent is a Manager, a Member, or both a Manager and a Member.

4.5.10 To reallocate among the other Members the capital of a Member whose interest is being surrendered, abandoned, otherwise voided, or reduced.

4.5.11 To select and to open Company bank accounts, with withdrawals from these accounts to be made upon signature or signatures designated by the Manager.

4.5.12 To set aside Company capital or other funds for payment of past, current, and future liabilities of the Company.

4.5.13 To execute, acknowledge, and deliver any and all instruments to effect the foregoing.

4.5.14 By way of extension of the foregoing, and not in limitation thereof, the Manager shall possess all the powers and rights of managers of a limited liability company under the laws of the Commonwealth of Virginia, as well as all the powers and rights of a manager under the Act. However, whenever a decision shall have been made by a majority of the Managers in respect to any of the foregoing matters, such majority decisions shall be binding upon all Managers, and any action taken thereunder shall constitute the act of all Managers. No person, purchaser, or otherwise, shall be under any duty to inquire into or investigate the Managers' authority to sell, exchange, convey, mortgage, lease, modify, encumber, or otherwise deal in the assets of the Company or exercise any of the foregoing

powers herein enumerated or granted. Any of the Managers or Members may engage in, or possess an interest in, other business ventures of every nature and description; independently or with others, including, but not limited to, the ownership, financing, leasing, management, and development of income producing real property in localities where Company properties are situated or elsewhere. The Company may contract with, purchase from, lease to, lend monies to, have services performed by, and transact any and all types of business with any Member, including the Manager, to the same extent as though such Member or Manager were a stranger. The fact that a Member or Manager, or a member of his family, is employed by, or directly or indirectly has an interest in; or is connected with any other person, firm, or corporation, whether as officer, director, stockholder, employee, or otherwise; or is employed by the Company to render or perform a service; or from whom or which the Company may buy merchandise or other property (including real property); or to whom, or from whom, or which the Company shall lease real property; or with whom or which the Company shall contract; or to whom or which the Company shall loan or advance funds; shall not prohibit the Member or Manager from executing a lease with, or employing or contracting with such person, firm, or corporation, or from otherwise dealing with him or it, and neither the Company nor any of the Members shall have any rights in and to the income or profits derived therefrom.

4.6 **Limitations on Powers of Manager**. A Manager shall not, without the written consent or ratification of the specific act by all of the Members:

4.6.1 Do any act in contravention of the Company's Articles of Organization.

4.6.2 Do any act which would make it impossible to carry on the ordinary business of the Company.

4.6.3 Confess a judgment against the Company.

4.6.4 Possess Company property, or assign rights in specific Company property, other than a Company purpose.

4.6.5 Admit a person as a Manager.

4.7 **Services of Manager**. The Manager shall devote whatever time and effort may be necessary or appropriate to the business and affairs of the Company. The Manager may receive reasonable compensation for their services.

4.8 **Manager as Attorney-in-Fact**. Each of the Members signatory hereto irrevocably constitutes and appoints the Manager, or any one of them jointly and severally, his true and lawful attorney, in his name, place, and stead, to make, execute, and acknowledge and file:

4.8.1 Any certificate or other instrument which may be required to be filed by the Company under the laws of the Commonwealth of Virginia, or of any other state which the Manager shall deem advisable to file.

4.8.2 Any and all amendments or modifications of the instruments described in the preceding subparagraph or of the Articles of Organization.

4.8.3 All documents which may be required to effect the dissolution and termination of the Company.

4.9 **Nature of Power of Attorney**. Each Member agrees and expressly intends that the power of attorney is coupled with an interest. The power of attorney, as well as the other powers of the Manager set forth in this Agreement, shall survive the death or legal incapacity of a Member as well as the delivery by a Member of an Assignment of the whole or any portion of his Company interest, except that when an Assignee of a Company interest has been approved by the Manager as a Substituted Member, the power of attorney of the Assignor Member shall survive the deliver of the Assignment for the sole purpose of enabling the Manager to execute, acknowledge, and file any instrument necessary to effect the substitution.

4.10 **Indemnification**. The Manager shall not be liable to any Member for any act, omission, or decision that did not constitute a breach of any provision of this Agreement that was done, omitted, or made in good faith and without intent to defraud the Company, notwithstanding that the act, omission, or decision may have directly or indirectly caused loss or damage to the Member. The Manager shall be held harmless against loss, damages, or liability as a Manager. However, the liability shall be only to the extent that the assets are not needed to cover the creditors of the Company other than Member-creditors. The Manager shall be liable to the Company for willful misfeasance, negligence, or bad faith in the conduct of their duties, or for failure to exercise that degree of care, which ordinary prudent men would exercise in the same or similar circumstances.

4.11 **Death, Retirement, Incompetency, or Withdrawal of Manager**. In the event of the death, retirement, incompetency, or withdrawal of the Manager, including the successor appointed Managers as specified in Paragraph 4.1 (specifically applying to such retiring Manager, or personal representative of the deceased Manager, or the committee or other representative of the insane or incompetent Manager, as the case may be, hereinafter called the "Withdrawing Manager"), the remaining or surviving Manager, which shall denote the singular if there is only one remaining or surviving Manager, acting alone, shall continue the business of the Company. If there are no Managers remaining, the Members may continue the Company as provided by law for limited liability companies without Managers, or a new Manager(s) shall be elected by a two-thirds (2/3) vote of all remaining Members with each Member entitled to cast votes proportionate to their ownership percentage in the Company.

4.12 **Removal of Manager**. The Manager or Members may only remove a Manager upon the determination by a physician that the Manager is incapable of handling their own affairs.

4.13 **Membership of Withdrawing Manager**. In the event that a Manager is also a Member, the Withdrawing Manager shall remain a Member of the Company with the withdrawal having no effect on his or her interest in the profits and capital of the Company.

ARTICLE V
CONTRIBUTIONS TO THE COMPANY AND TAX MATTERS

5.1 **Capital of the Company**. The initial capital of the Company shall consist of (i) that property which has the agreed value indicated in Paragraph 5.2 hereof; and (ii) such additional property as the Company may need in the sole judgment of the Manager.

5.2 **Members, Interests, and Capital Contribution.**

5.2.1 The names and Interests of the Members are set forth on the attached **Schedule A**, incorporated herein by reference.

5.2.2 The Initial Capital Contribution of the Members, which the Members agree will be made simultaneously with the execution of the Agreement, are set forth and attached hereto on **Schedule A.**

5.3 **Capital Accounts.** A separate Capital Account shall be established and maintained for each Member and Assigned Member. The value of each Capital Account shall equal (i) the sum of the cash contributions to the account, the agreed upon value of contributions of property to the account, and the share of the profits of the Company allocated to the account less (ii) all distributions made to the owner of the account and the share of the net losses of the Company allocated to the account. The Capital Accounts shall be maintained in accordance with the applicable provisions of the Internal Revenue Code.

5.4 **Tax Year and Accounting Matters**. The taxable year of the Company shall be the Calendar Year. The Company shall adopt such methods of accounting and file its tax returns on the methods of accounting determined by the Manager.

ARTICLE VI
DISTRIBUTIONS

6.1 **Profits and Losses**. The profits and losses of the Company shall be allocated to, or deducted from, the Capital Accounts of the Members and Assigned Members annually or more frequently, in accordance with their Percentage Interest.

6.2 **Distributions of Cash**. Cash, which the Manager determines unnecessary for the operations and reserves of the Company, shall be distributed to the Members and Assigned Members when agreed to by the unanimous consent of the Manager.

6.3 **Distributions Following Dissolution**. Following the Dissolution of the Company and the winding up of its affairs, the assets shall be distributed:

6.3.1 First, to satisfy debts and obligations of the Company.

6.3.2 Second, to set up any reserves deemed appropriate by the Manager.

6.3.3 Third, to the repayment of any loans or advances that may have been made by any of the Members to the Company, but if the amount available for repayment of such loans or advancements shall be insufficient, then pro rata on account thereof.

6.3.4 Fourth, among the Members and Assigned Members in proportion to the amounts in their Capital Accounts.

ARTICLE VII
DISSOLUTION AND TERMINATION

7.1 **Events of Dissolution**. The Company shall be dissolved upon the first to occur of the following:

7.1.1 The unanimous consent of the Managers (election of the Manager if there shall be only one Manager).

7.1.2 The sale or disposition of substantially all of the assets of the Company.

7.1.3 The death, resignation, bankruptcy, or dissolution of a Member or occurrence of any other event that terminates the continued membership of a Member unless, within ninety (90) days of such event, a majority in interest of the remaining Member(s) agree to continue the Company, in which event the business of the Company shall be continued in accordance with this Agreement. If an election is made by the remaining Member(s) to continue the Company, then the Company shall continue as a limited liability company pursuant to the Act under this Agreement until the end of the term for which it is formed or until the occurrence of a subsequent event causing dissolution under the Act or this Agreement, in which event an election shall again be made as to whether to continue the Company.

7.1.4 Any event which makes it unlawful for the business of the Company to continue.

7.1.5 Any other event causing a dissolution of a limited liability company under the Virginia Limited Liability Act.

7.2 **Winding Up and Termination**. The business of the Company shall be wound up following its dissolution. Upon completion of the winding up, the Company shall terminate.

ARTICLE VIII
INDEMNIFICATION

8.1 **Indemnification.**

8.1.1 The Company shall indemnify any Member or Manager who was, or is, a party to any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative, or investigative, and whether the proceeding is formal or informal; including a proceeding brought on behalf of the Members of the Company, because such Person is or was a Member or Manager of the Company, or is or was serving at the request of the Company as a Manager; against any liability and reasonable expenses (including attorney's fees) incurred by such person in connection with such proceedings unless such person has engaged in willful misconduct or a knowing violation of the criminal law. No amendment of this Article shall have any effect on the rights provided herein with respect to any act or omission occurring prior to such amendment.

8.1.2 No person shall be entitled to indemnification pursuant to this Article to the extent such person is entitled to indemnification by another, including an insurer.

ARTICLE IX
BOOKS AND RECORDS

9.1 **Books and Records.** At all times during the continuance of the Company, the Managers shall keep, or cause to be kept, full and true books of account, in which shall be entered fully and accurately each transaction of the Company. Such books of account, together with a current list of the full name and last known business address of each Member, in alphabetical order; a copy of the Articles of Organization and the Certificate of Organization and any amendments thereon; copies of the Company's federal, state, and local income tax returns and reports, if any, for the three most recent years; copies of this Agreement with all amendments and subsequent operating agreements; copies of any financial statements for the three most recent years; and any other records required to be kept by law, shall at all times be maintained at the principal office of the Company and shall be open to reasonable inspection and examination of the Members or their duly authorized representatives for proper purposes.

ARTICLE X
MISCELLANEOUS PROVISIONS

10.1 **Amendment.** This Agreement may be amended by the unanimous consent of the Managers.

10.2 **Interpretation.** Unless the context requires, terms used and not defined in this Agreement shall have the same definitions as set forth in the Virginia Limited Liability Company Act.

10.3 **Validity and Severability**. Except as herein otherwise provided to the contrary, this Agreement shall be binding upon and inure to the benefit of the parties signatory hereto, their personal representatives, successors, and assigns. If any of the terms of this Agreement are determined to be non-binding or otherwise unenforceable, the remainder of the Agreement's terms shall remain in full force and effect to the extent permitted by law.

10.4 **Entire Agreement**. This Agreement plus schedules and addendums represent the entire agreement among all the Members and between the Members and the Company.

10.5 **Governing Law**. This Agreement shall be governed by the laws of the Commonwealth of Virginia, without giving effect to its choice of rules or laws.

ARTICLE XI
DEFINITIONS

11.1 ***"Act"*** shall mean the Virginia Limited Liability Company Act, VA. CODE ANN. § 13.1-1000, *et seq.*

11.2 ***"Articles"*** shall mean the Articles of Organization of the Company, as amended and in force from time to time.

11.3 ***"Call Option"*** shall mean the ability of Mountain Heritage Sports, LLC, a Virginia limited liability company, to demand a Substituted Member to offer their Membership Units back to the Company, as provided in Paragraph 3.9 of this Agreement.

11.4 ***"Capital Account"*** shall mean as of any given date the amount calculated and maintained by the Company for each Member, as provided in Paragraph 5.3 hereof.

11.5 ***"Code"*** shall mean the Internal Revenue Code of 1986, or corresponding provisions of subsequent superseding federal revenue laws.

11.6 ***"Company"*** shall refer to **Hope4Villages, LLC**, a Virginia limited liability company.

11.7 ***"Entity"*** shall mean any general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative, or other association.

11.8 ***"Majority in Interest"*** shall mean a simple majority of the outstanding units of Membership Interest.

11.9 ***"Manager" or "Managers"*** shall mean a manager, or managers, of the Company, whose rights, powers, and duties are specified in Paragraph 4.5 of this Agreement.

11.10 ***"Member"*** shall mean each person that is identified as an initial Member in Paragraph 3.1 hereof or a person admitted as a Member (either as a transferee of a membership interest or as an additional member) as provided in Article III herein.

11.11 ***"Membership Interest"*** shall mean the ownership interest of a Member in the Company, which shall be expressed in Membership Units. The Membership Interest may be recorded from time to time on a schedule attached to this Operating Agreement.

11.12 ***"Operating Agreement"*** shall mean this Operating Agreement, as originally executed and amended from time to time.

11.13 ***"Person"*** shall mean any natural person or entity, and the heirs, executors, administrators, legal representatives, successors, and assigns of such person where the context so admits.

IN WITNESS WHEREOF, the Members have executed this Agreement.

VILLAGE TO VILLAGE, INC.
a Virginia corporation

_____

By:_____
Its:_____

Commonwealth of Virginia

STATE CORPORATION COMMISSION

Richmond, March 18, 2020

This is to certify that the certificate of organization of

Hope4Villages, LLC

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

Effective date: March 18, 2020

STATE CORPORATION COMMISSION
Attest:

Joel H. Peck

Clerk of the Commission

FOR TAX YEAR 2023

VILLAGE TO VILLAGE

C Kevin Yoder, CPA

2267 Rawley Pike

Harrisonburg, VA 22801

(540)560-1571

Form **8879-TE**

Department of the Treasury
Internal Revenue Service

IRS E-file Signature Authorization for a Tax Exempt Entity

For calendar year 2023, or fiscal year beginning , 2023, and ending , 20

Do not send to the IRS. Keep for your records.
Go to *www.irs.gov/Form8879TE* for the latest information.

OMB No. 1545-0047

2023

Name of filer

VILLAGE TO VILLAGE

EIN or SSN

81-2913304

Name and title of officer or person subject to tax

HEIDI DOVE, EXECUTIVE DIRECTOR

Part I Type of Return and Return Information

Check the box for the return for which you are using this Form 8879-TE and enter the applicable amount, if any, from the return. Form 8038-CP and Form 5330 filers may enter dollars and cents. For all other forms, enter whole dollars only. If you check the box on line **1a, 2a, 3a, 4a, 5a, 6a, 7a, 8a, 9a,** or **10a** below, and the amount on that line for the return being filed with this form was blank, then leave line **1b, 2b, 3b, 4b, 5b, 6b, 7b, 8b, 9b,** or **10b,** whichever is applicable, blank (do not enter -0-). But, if you entered -0- on the return, then enter -0- on the applicable line below. **Do not** complete more than one line in Part I.

1a	**Form 990** check here	☒	b **Total revenue,** if any (Form 990, Part VIII, column (A), line 12)	1b	512,516
2a	**Form 990-EZ** check here . . .	☐	b **Total revenue,** if any (Form 990-EZ, line 9)	2b	
3a	**Form 1120-POL** check here. .	☐	b **Total tax** (Form 1120-POL, line 22)	3b	
4a	**Form 990-PF** check here . . .	☐	b **Tax based on investment income** (Form 990-PF, Part V, line 5).	4b	
5a	**Form 8868** check here	☐	b **Balance due** (Form 8868, line 3c)	5b	
6a	**Form 990-T** check here	☐	b **Total tax** (Form 990-T, Part III, line 4)	6b	
7a	**Form 4720** check here	☐	b **Total tax** (Form 4720, Part III, line 1)	7b	
8a	**Form 5227** check here	☐	b **FMV of assets at end of tax year** (Form 5227, Item D)	8b	
9a	**Form 5330** check here	☐	b **Tax due** (Form 5330, Part II, line 19).	9b	
10a	**Form 8038-CP** check here . .	☐	b **Amount of credit payment requested** (Form 8038-CP, Part III, line 22) .	10b	

Part II Declaration and Signature Authorization of Officer or Person Subject to Tax

Under penalties of perjury, I declare that ☐ I am an officer of the above entity or ☐ I am a person subject to tax with respect to (name of entity) _____, (EIN) _____ and that I have examined a copy of the 2023 electronic return and accompanying schedules and statements, and, to the best of my knowledge and belief, they are true, correct, and complete. I further declare that the amount in Part I above is the amount shown on the copy of the electronic return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send the return to the IRS and to receive from the IRS **(a)** an acknowledgement of receipt or reason for rejection of the transmission, **(b)** the reason for any delay in processing the return or refund, and **(c)** the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the federal taxes owed on this return, and the financial institution to debit the entry to this account. To revoke a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537 no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I have selected a personal identification number (PIN) as my signature for the electronic return and, if applicable, the consent to electronic funds withdrawal.

PIN: check one box only

☒ I authorize C Kevin Yoder, CPA to enter my PIN 33041 as my signature

ERO firm name

Enter five numbers, but do not enter all zeros

on the tax year 2023 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I also authorize the aforementioned ERO to enter my PIN on the return's disclosure consent screen.

☐ As an officer or person subject to tax with respect to the entity, I will enter my PIN as my signature on the tax year 2023 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I will enter my PIN on the return's disclosure consent screen.

Signature of officer or person subject to tax _____ Date 08-27-2024

Part III Certification and Authentication

ERO's EFIN/PIN. Enter your six-digit electronic filing identification number (EFIN) followed by your five-digit self-selected PIN.

541370 92164

Do not enter all zeros

I certify that the above numeric entry is my PIN, which is my signature on the 2023 electronically filed return indicated above. I confirm that I am submitting this return in accordance with the requirements of **Pub. 4163,** Modernized e-File (MeF) Information for Authorized IRS e-file Providers for Business Returns.

ERO's signature _____ Date 08-27-2024

ERO Must Retain This Form - See Instructions
Do Not Submit This Form to the IRS Unless Requested To Do So

2023 Filing Instructions
VILLAGE TO VILLAGE
Tax year ending 12-31-2023

Form filed:

Form 990 and supplemental forms and schedules

Filing method:

The return will be e-filed once the signed and dated Form 8879-TE has been received by this office. Do not mail the return to the IRS.

Due date:

05-15-2024

The return reflects neither a refund nor a balance due.

Please note:

The Taxpayer First Act requires tax-exempt organizations to electronically file all information returns in the 990 series and related forms for tax years beginning after July 1, 2019. Mailing these returns is no longer allowed.

Form **990**

Department of the Treasury
Internal Revenue Service

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)
Do not enter social security numbers on this form as it may be made public.
Go to *www.irs.gov/Form990* for instructions and the latest information.

OMB No. 1545-0047

2023

Open to Public Inspection

A For the 2023 calendar year, or tax year beginning , 2023, and ending , 20

B Check if applicable:
- ☐ Address change
- ☐ Name change
- ☐ Initial return
- ☐ Final return/terminated
- ☐ Amended return
- ☐ Application pending

C Name of organization: VILLAGE TO VILLAGE
Doing business as:
Number and street (or P.O. box if mail is not delivered to street address): PO BOX 25
Room/suite:
City or town, state or province, country, and ZIP or foreign postal code: WEYERS CAVE, VA 24486

D Employer identification number: 81-2913304

E Telephone number:

G Gross receipts $: 526,482

F Name and address of principal officer: HEIDI DOVE
SAME AS C ABOVE

H(a) Is this a group return for subordinates? ☐ Yes ☒ No
H(b) Are all subordinates included? ☐ Yes ☐ No
If "No," attach a list. See instructions
H(c) Group exemption number

I Tax-exempt status: ☒ 501(c)(3) ☐ 501(c) ( ) (insert no.) ☐ 4947(a)(1) or ☐ 527

J Website: WWW.HOPE4VILLAGES.ORG

K Form of organization: ☒ Corporation ☐ Trust ☐ Association ☐ Other

L Year of formation: 2016

M State of legal domicile: VA

Part I Summary

1 Briefly describe the organization's mission or most significant activities: ECONOMIC HELP FOR PEOPLE IN NEED

2 Check this box ☐ if the organization discontinued its operations or disposed of more than 25% of its net assets.

3	Number of voting members of the governing body (Part VI, line 1a)	3	7
4	Number of independent voting members of the governing body (Part VI, line 1b)	4	7
5	Total number of individuals employed in calendar year 2023 (Part V, line 2a)	5	4
6	Total number of volunteers (estimate if necessary)	6	410
7a	Total unrelated business revenue from Part VIII, column (C), line 12	7a	0
b	Net unrelated business taxable income from Form 990-T, Part I, line 11	7b	0

		Prior Year	Current Year
8	Contributions and grants (Part VIII, line 1h)	123,228	475,649
9	Program service revenue (Part VIII, line 2g)		28,156
10	Investment income (Part VIII, column (A), lines 3, 4, and 7d)	114	75
11	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	5,876	8,636
12	Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	129,218	512,516
13	Grants and similar amounts paid (Part IX, column (A), lines 1-3)	45,031	396,081
14	Benefits paid to or for members (Part IX, column (A), line 4)		0
15	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	46,472	65,961
16a	Professional fundraising fees (Part IX, column (A), line 11e)		0
b	Total fundraising expenses (Part IX, column (D), line 25) 29,880		
17	Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	43,489	31,169
18	Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	134,992	493,211
19	Revenue less expenses. Subtract line 18 from line 12	(5,774)	19,305

		Beginning of Current Year	End of Year
20	Total assets (Part X, line 16)	33,928	58,174
21	Total liabilities (Part X, line 26)	4,592	9,532
22	Net assets or fund balances. Subtract line 21 from line 20	29,336	48,642

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here

HEIDI DOVE — Signature of officer — Date: 08-27-2024

HEIDI DOVE, EXECUTIVE DIRECTOR — Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☒ if self-employed	PTIN
C Kevin Yoder	C Kevin Yoder	08-27-2024		P00438945

Firm's name: C Kevin Yoder, CPA
Firm's address: 2267 Rawley Pike, Harrisonburg VA 22801
Firm's EIN:
Phone no.: 540-560-1571

May the IRS discuss this return with the preparer shown above? See instructions ☒ Yes ☐ No

Part III Statement of Program Service Accomplishments

Check if Schedule O contains a response or note to any line in this Part III . . . . . ☐

1 Briefly describe the organization's mission:

ECONOMIC HELP FOR PEOPLE IN NEED

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? . . . . . ☐ Yes ☒ No

If "Yes," describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? . . . . . ☐ Yes ☒ No

If "Yes," describe these changes on Schedule O.

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code:) (Expenses $ 416,721 including grants of $ 401,834) (Revenue $ 28,156)

ECONOMIC ASSISTANCE TO REFUGEES. SENT 480 MATTRESSES AND ALMOST 6000 MEDICAL SUPPLY ITEMS TO UKRAINE. 170 REFUGEE CHILDREN ATTENDED SUMMER CAMPS IN VIRGINIA, ALASKA, AND MOLDOVA. ASSISTED SETTING UP HOMES FOR OVER 160 LOCAL FAMILIES, PROVIDING HOUSEHOLD AND CLEANING ITEMS, AND EDUCATION.

4b (Code:) (Expenses $ 10,942 including grants of $ 10,942) (Revenue $)

SPONSORSHIP OF 40 CHILDREN IN AFRICA, MOLDOVA, AND BELARUS, PROVIDING EDUCATION, FOOD, CLOTHING, AND MEDICAL CARE.

4c (Code:) (Expenses $ including grants of $) (Revenue $)

4d Other program services (Describe on Schedule O.)
(Expenses $ including grants of $) (Revenue $)

4e Total program service expenses 427,663

Part IV Checklist of Required Schedules

			Yes	No
1	Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? *If "Yes," complete Schedule A*	1	X	
2	Is the organization required to complete *Schedule B, Schedule of Contributors*? See instructions	2	X	
3	Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? *If "Yes," complete Schedule C, Part I.*	3		X
4	**Section 501(c)(3) organizations.** Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? *If "Yes," complete Schedule C, Part II*	4		X
5	Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Rev. Proc. 98-19? *If "Yes," complete Schedule C, Part III.*	5		
6	Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? *If "Yes," complete Schedule D, Part I*	6		X
7	Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? *If "Yes," complete Schedule D, Part II*	7		X
8	Did the organization maintain collections of works of art, historical treasures, or other similar assets? *If "Yes," complete Schedule D, Part III*	8		X
9	Did the organization report an amount in Part X, line 21, for escrow or custodial account liability, serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? *If "Yes," complete Schedule D, Part IV.*	9		X
10	Did the organization, directly or through a related organization, hold assets in donor-restricted endowments or in quasi-endowments? *If "Yes," complete Schedule D, Part V*	10		X
11	If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X, as applicable.			
a	Did the organization report an amount for land, buildings, and equipment in Part X, line 10? *If "Yes," complete Schedule D, Part VI*	11a		X
b	Did the organization report an amount for investments - other securities in Part X, line 12, that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part VII*	11b		X
c	Did the organization report an amount for investments - program related in Part X, line 13, that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part VIII*	11c		X
d	Did the organization report an amount for other assets in Part X, line 15, that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part IX*	11d		X
e	Did the organization report an amount for other liabilities in Part X, line 25? *If "Yes," complete Schedule D, Part X*	11e		X
f	Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? *If "Yes," complete Schedule D, Part X.*	11f		X
12a	Did the organization obtain separate, independent audited financial statements for the tax year? *If "Yes," complete Schedule D, Parts XI and XII*	12a		X
b	Was the organization included in consolidated, independent audited financial statements for the tax year? *If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional*	12b		X
13	Is the organization a school described in section 170(b)(1)(A)(ii)? *If "Yes," complete Schedule E.*	13		X
14a	Did the organization maintain an office, employees, or agents outside of the United States?	14a		X
b	Did the organization have aggregate revenues or expenses of more than $10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at $100,000 or more? *If "Yes," complete Schedule F, Parts I and IV*	14b		X
15	Did the organization report on Part IX, column (A), line 3, more than $5,000 of grants or other assistance to or for any foreign organization? *If "Yes," complete Schedule F, Parts II and IV*	15	X	
16	Did the organization report on Part IX, column (A), line 3, more than $5,000 of aggregate grants or other assistance to or for foreign individuals? *If "Yes," complete Schedule F, Parts III and IV.*	16		X
17	Did the organization report a total of more than $15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? *If "Yes," complete Schedule G, Part I.* See instructions	17		X
18	Did the organization report more than $15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? *If "Yes," complete Schedule G, Part II*	18	X	
19	Did the organization report more than $15,000 of gross income from gaming activities on Part VIII, line 9a? *If "Yes," complete Schedule G, Part III*	19		X
20a	Did the organization operate one or more hospital facilities? *If "Yes," complete Schedule H*	20a		X
b	If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?	20b		
21	Did the organization report more than $5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? *If "Yes," complete Schedule I, Parts I and II*	21		X

Part IV Checklist of Required Schedules *(continued)*

			Yes	No
22	Did the organization report more than $5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? *If "Yes," complete Schedule I, Parts I and III.*	22	X	
23	Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5, about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? *If "Yes," complete Schedule J*	23		X
24a	Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than $100,000 as of the last day of the year, that was issued after December 31, 2002? *If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a.*	24a		X
b	Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?	24b		
c	Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?	24c		
d	Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?	24d		
25a	**Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations.** Did the organization engage in an excess benefit transaction with a disqualified person during the year? *If "Yes," complete Schedule L, Part I*	25a		X
b	Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? *If "Yes," complete Schedule L, Part I*	25b		X
26	Did the organization report any amount on Part X, line 5 or 22, for receivables from or payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons? *If "Yes," complete Schedule L, Part II.*	26		X
27	Did the organization provide a grant or other assistance to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity (including an employee thereof) or family member of any of these persons? *If "Yes," complete Schedule L, Part III*	27		X
28	Was the organization a party to a business transaction with one of the following parties (See the Schedule L, Part IV, instructions for applicable filing thresholds, conditions, and exceptions).			
a	A current or former officer, director, trustee, key employee, creator or founder, or substantial contributor? *If "Yes," complete Schedule L, Part IV*	28a		X
b	A family member of any individual described in line 28a? *If "Yes," complete Schedule L, Part IV*	28b		X
c	A 35% controlled entity of one or more individuals and/or organizations described in line 28a or 28b? *If "Yes," complete Schedule L, Part IV*	28c		X
29	Did the organization receive more than $25,000 in noncash contributions? *If "Yes," complete Schedule M*	29	X	
30	Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? *If "Yes," complete Schedule M*	30	X	
31	Did the organization liquidate, terminate, or dissolve and cease operations? *If "Yes," complete Schedule N, Part I*	31		X
32	Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? *If "Yes," complete Schedule N, Part II*	32		X
33	Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? *If "Yes," complete Schedule R, Part I.*	33		X
34	Was the organization related to any tax-exempt or taxable entity? *If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1*	34		X
35a	Did the organization have a controlled entity within the meaning of section 512(b)(13)?	35a		X
b	If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? *If "Yes," complete Schedule R, Part V, line 2*	35b		X
36	**Section 501(c)(3) organizations.** Did the organization make any transfers to an exempt non-charitable related organization? *If "Yes," complete Schedule R, Part V, line 2*	36		X
37	Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? *If "Yes," complete Schedule R, Part VI*	37		X
38	Did the organization complete Schedule O and provide explanations on Schedule O for Part VI, lines 11b and 19? **Note:** All Form 990 filers are required to complete Schedule O	38	X	

Part V Statements Regarding Other IRS Filings and Tax Compliance

Check if Schedule O contains a response or note to any line in this Part V ☐

				Yes	No
1a	Enter the number reported in box 3 of Form 1096. Enter -0- if not applicable	1a	0		
b	Enter the number of Forms W-2G included in line 1a. Enter -0- if not applicable	1b	0		
c	Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?	1c		X	

Part V Statements Regarding Other IRS Filings and Tax Compliance *(continued)*

				Yes	No
2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return	2a	4		
b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns?		2b	X	
3a	Did the organization have unrelated business gross income of $1,000 or more during the year?		3a		X
b	If "Yes," has it filed a Form 990-T for this year? *If "No" to line 3b, provide an explanation on Schedule O*		3b		
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?		4a		X
b	If "Yes," enter the name of the foreign country _____ See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).				
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?		5a		X
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?		5b		X
c	If "Yes" to line 5a or 5b, did the organization file Form 8886-T?		5c		
6a	Does the organization have annual gross receipts that are normally greater than $100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?		6a		X
b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?		6b		
7	**Organizations that may receive deductible contributions under section 170(c).**				
a	Did the organization receive a payment in excess of $75 made partly as a contribution and partly for goods and services provided to the payor?		7a		X
b	If "Yes," did the organization notify the donor of the value of the goods or services provided?		7b		
c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?		7c		X
d	If "Yes," indicate the number of Forms 8282 filed during the year.	7d			
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?		7e		X
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?		7f		X
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?		7g		
h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?		7h		
8	**Sponsoring organizations maintaining donor advised funds.** Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?		8		
9	**Sponsoring organizations maintaining donor advised funds.**				
a	Did the sponsoring organization make any taxable distributions under section 4966?		9a		
b	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?		9b		
10	**Section 501(c)(7) organizations.** Enter:				
a	Initiation fees and capital contributions included on Part VIII, line 12	10a			
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities	10b			
11	**Section 501(c)(12) organizations.** Enter:				
a	Gross income from members or shareholders	11a			
b	Gross income from other sources. (Do not net amounts due or paid to other sources against amounts due or received from them.)	11b			
12a	**Section 4947(a)(1) non-exempt charitable trusts.** Is the organization filing Form 990 in lieu of Form 1041?		12a		
b	If "Yes," enter the amount of tax-exempt interest received or accrued during the year	12b			
13	**Section 501(c)(29) qualified nonprofit health insurance issuers.**				
a	Is the organization licensed to issue qualified health plans in more than one state? **Note:** See the instructions for additional information the organization must report on Schedule O.		13a		
b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans	13b			
c	Enter the amount of reserves on hand	13c			
14a	Did the organization receive any payments for indoor tanning services during the tax year?		14a		X
b	If "Yes," has it filed a Form 720 to report these payments? *If "No," provide an explanation on Schedule O*		14b		
15	Is the organization subject to the section 4960 tax on payment(s) of more than $1,000,000 in remuneration or excess parachute payment(s) during the year? If "Yes," see the instructions and file Form 4720, Schedule N.		15		X
16	Is the organization an educational institution subject to the section 4968 excise tax on net investment income? If "Yes," complete Form 4720, Schedule O.		16		X
17	**Section 501(c)(21) organizations.** Did the trust, or any disqualified or other person, engage in any activities that would result in the imposition of an excise tax under section 4951, 4952, or 4953? If "Yes," complete Form 6069.		17		

Part VI **Governance, Management, and Disclosure.** *For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes on Schedule O. See instructions.*

Check if Schedule O contains a response or note to any line in this Part VI X

Section A. Governing Body and Management

				Yes	No
1a	Enter the number of voting members of the governing body at the end of the tax year	1a	7		
	If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain on Schedule O.				
b	Enter the number of voting members included in line 1a, above, who are independent	1b	7		
2	Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?		2		X
3	Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, trustees, or key employees to a management company or other person?		3		X
4	Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?		4		X
5	Did the organization become aware during the year of a significant diversion of the organization's assets?		5		X
6	Did the organization have members or stockholders?		6		X
7a	Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body?		7a		X
b	Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?		7b		X
8	Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:				
a	The governing body?		8a	X	
b	Each committee with authority to act on behalf of the governing body?		8b	X	
9	Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? *If "Yes," provide the names and addresses on Schedule O*		9		X

Section B. Policies *(This Section B requests information about policies not required by the Internal Revenue Code.)*

			Yes	No
10a	Did the organization have local chapters, branches, or affiliates?	10a		X
b	If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes?	10b		
11a	Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form? . . .	11a		X
b	Describe on Schedule O the process, if any, used by the organization to review this Form 990.			
12a	Did the organization have a written conflict of interest policy? *If "No," go to line 13*	12a		X
b	Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts? . .	12b		
c	Did the organization regularly and consistently monitor and enforce compliance with the policy? *If "Yes," describe on Schedule O how this was done*	12c		
13	Did the organization have a written whistleblower policy?	13		X
14	Did the organization have a written document retention and destruction policy?	14		X
15	Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?			
a	The organization's CEO, Executive Director, or top management official	15a		X
b	Other officers or key employees of the organization	15b		X
	If "Yes" to line 15a or 15b, describe the process on Schedule O. See instructions.			
16a	Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?	16a		X
b	If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?	16b		

Section C. Disclosure

17 List the states with which a copy of this Form 990 is required to be filed _____

18 Section 6104 requires an organization to make its Forms 1023 (1024 or 1024-A, if applicable), 990, and 990-T (section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.

☐ Own website ☐ Another's website ☒ Upon request ☐ Other *(explain on Schedule O)*

19 Describe on Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.

20 State the name, address, and telephone number of the person who possesses the organization's books and records.

HEIDI DOVE (540)820-6511, PO BOX 25, WEYERS CAVE, VA 24486

Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors

Check if Schedule O contains a response or note to any line in this Part VII . . . . . ☐

Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

1a Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
- List all of the organization's **current** key employees, if any. See the instructions for definition of "key employee."
- List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (box 5 of Form W-2, box 6 of Form 1099-MISC, and/or box 1 of Form 1099-NEC) of more than $100,000 from the organization and any related organizations.
- List all of the organization's **former** officers, key employees, and highest compensated employees who received more than $100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than $10,000 of reportable compensation from the organization and any related organizations.

See instructions for the order in which to list the persons above.

☐ Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/ 1099-MISC/ 1099-NEC)	(E) Reportable compensation from related organizations (W-2/ 1099-MISC/ 1099-NEC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) HEIDI DOVE EXECUTIVE DIRECTOR	40.00	X		X				34,866	0	0
(2) JESSICA QUEEN DIRECTOR	2.00	X						0	0	0
(3) DOROTHY EASTER DIRECTOR	2.00	X						0	0	0
(4) VICKIE WALDROP DIRECTOR	2.00	X						0	0	0
(5) MICHAEL KOHL PRESIDENT	2.00	X		X				0	0	0
(6) STACY ESCOBAR SECRETARY	2.00	X		X				0	0	0
(7) KRISTINA RACHKOVSKIY TREASURER	2.00	X		X				0	0	0
(8)										
(9)										
(10)										
(11)										
(12)										
(13)										
(14)										

Part VII **Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees** *(continued)*

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/ 1099-MISC/ 1099-NEC)	(E) Reportable compensation from related organizations (W-2/ 1099-MISC/ 1099-NEC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(15)										
(16)										
(17)										
(18)										
(19)										
(20)										
(21)										
(22)										
(23)										
(24)										
(25)										
1b Subtotal										
c Total from continuation sheets to Part VII, Section A										
d Total (add lines 1b and 1c)								34,866	0	0

2 Total number of individuals (including but not limited to those listed above) who received more than $100,000 of reportable compensation from the organization 0

			Yes	No
3	Did the organization list any **former** officer, director, trustee, key employee, or highest compensated employee on line 1a? *If "Yes," complete Schedule J for such individual*	3		X
4	For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than $150,000? *If "Yes," complete Schedule J for such individual*	4		X
5	Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? *If "Yes," complete Schedule J for such person*	5		X

Section B. Independent Contractors

1 Complete this table for your five highest compensated independent contractors that received more than $100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation

2 Total number of independent contractors (including but not limited to those listed above) who received more than $100,000 of compensation from the organization

Part VIII Statement of Revenue

Check if Schedule O contains a response or note to any line in this Part VIII . . . . . ☐

				(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512–514
Contributions, Gifts, Grants and Other Similar Amounts	1a Federated campaigns	1a					
	b Membership dues	1b					
	c Fundraising events	1c					
	d Related organizations	1d					
	e Government grants (contributions)	1e					
	f All other contributions, gifts, grants, and similar amounts not included above	1f	475,649				
	g Noncash contributions included in lines 1a-1f	1g	$ 376,229				
	h **Total.** Add lines 1a-1f			475,649			
Program Service Revenue		Business Code					
	2a ASSISTANCE TO REFUGEES	624200		28,156	28,156		
	b						
	c						
	d						
	e						
	f All other program service revenue						
	g **Total.** Add lines 2a-2f			28,156			
Other Revenue	3 Investment income (including dividends, interest, and other similar amounts)			75			75
	4 Income from investment of tax-exempt bond proceeds						
	5 Royalties						
			(i) Real / (ii) Personal				
	6a Gross rents	6a					
	b Less: rental expenses	6b					
	c Rental income or (loss)	6c					
	d Net rental income or (loss)						
			(i) Securities / (ii) Other				
	7a Gross amount from sales of assets other than inventory	7a					
	b Less: cost or other basis and sales expenses	7b					
	c Gain or (loss)	7c					
	d Net gain or (loss)						
	8a Gross income from fundraising events (not including $ _____ of contributions reported on line 1c). See Part IV, line 18	8a	17,001				
	b Less: direct expenses	8b	8,381				
	c Net income or (loss) from fundraising events			8,620			8,620
	9a Gross income from gaming activities. See Part IV, line 19	9a					
	b Less: direct expenses	9b					
	c Net income or (loss) from gaming activities						
	10a Gross sales of inventory, less returns and allowances	10a	5,601				
	b Less: cost of goods sold	10b	5,585				
	c Net income or (loss) from sales of inventory			16			16
Miscellaneous Revenue		Business Code					
	11a						
	b						
	c						
	d All other revenue						
	e **Total.** Add lines 11a-11d						
	12 **Total revenue.** See instructions			512,516	28,156	0	8,711

Part IX Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX . . . . . ☐

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21				
2 Grants and other assistance to domestic individuals. See Part IV, line 22	81,575	81,575		
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16	314,506	314,506		
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees	37,991	13,001	12,495	12,495
6 Compensation not included above to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7 Other salaries and wages	23,288		11,645	11,643
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)				
9 Other employee benefits				
10 Payroll taxes	4,682	993	1,845	1,844
11 Fees for services (nonemployees):				
a Management				
b Legal				
c Accounting				
d Lobbying				
e Professional fundraising services. See Part IV, line 17				
f Investment management fees				
g Other. (If line 11g amount exceeds 10% of line 25, column (A), amount, list line 11g expenses on Schedule O.)				
12 Advertising and promotion	2,336			2,336
13 Office expenses	5,855		5,855	
14 Information technology	1,228		1,228	
15 Royalties				
16 Occupancy	9,405	9,405		
17 Travel	9,187	6,903	1,150	1,134
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings	428			428
20 Interest				
21 Payments to affiliates				
22 Depreciation, depletion, and amortization				
23 Insurance	2,578	1,280	1,298	
24 Other expenses. Itemize expenses not covered above (List miscellaneous expenses on line 24e. If line 24e amount exceeds 10% of line 25, column (A), amount, list line 24e expenses on Schedule O.)				
a TAXES & LICENSES	152		152	
b				
c				
d				
e All other expenses				
25 **Total functional expenses.** Add lines 1 through 24e	493,211	427,663	35,668	29,880
26 **Joint costs.** Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here ☐ if following SOP 98-2 (ASC 958-720)				

Part X Balance Sheet

Check if Schedule O contains a response or note to any line in this Part X . . . . . ☐

			(A) Beginning of year		(B) End of year
Assets	1	Cash - non-interest-bearing	21,887	1	19,504
	2	Savings and temporary cash investments	12,041	2	3,733
	3	Pledges and grants receivable, net		3	
	4	Accounts receivable, net		4	
	5	Loans and other receivables from any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		5	
	6	Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), and persons described in section 4958(c)(3)(B)		6	
	7	Notes and loans receivable, net		7	
	8	Inventories for sale or use		8	34,937
	9	Prepaid expenses and deferred charges		9	
	10a	Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D — 10a			
	b	Less: accumulated depreciation — 10b		10c	
	11	Investments - publicly traded securities		11	
	12	Investments - other securities. See Part IV, line 11		12	
	13	Investments - program-related. See Part IV, line 11		13	
	14	Intangible assets		14	
	15	Other assets. See Part IV, line 11		15	
	16	**Total assets.** Add lines 1 through 15 (must equal line 33)	33,928	16	58,174
Liabilities	17	Accounts payable and accrued expenses	4,592	17	9,532
	18	Grants payable		18	
	19	Deferred revenue		19	
	20	Tax-exempt bond liabilities		20	
	21	Escrow or custodial account liability. Complete Part IV of Schedule D		21	
	22	Loans and other payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		22	
	23	Secured mortgages and notes payable to unrelated third parties		23	
	24	Unsecured notes and loans payable to unrelated third parties		24	
	25	Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D		25	
	26	**Total liabilities.** Add lines 17 through 25	4,592	26	9,532
Net Assets or Fund Balances		**Organizations that follow FASB ASC 958, check here** ☒ **and complete lines 27, 28, 32, and 33.**			
	27	Net assets without donor restrictions	16,641	27	45,253
	28	Net assets with donor restrictions	12,695	28	3,389
		Organizations that do not follow FASB ASC 958, check here ☐ **and complete lines 29 through 33.**			
	29	Capital stock or trust principal, or current funds		29	
	30	Paid-in or capital surplus, or land, building, or equipment fund		30	
	31	Retained earnings, endowment, accumulated income, or other funds		31	
	32	Total net assets or fund balances	29,336	32	48,642
	33	Total liabilities and net assets/fund balances	33,928	33	58,174

Part XI Reconciliation of Net Assets

Check if Schedule O contains a response or note to any line in this Part XI X

1	Total revenue (must equal Part VIII, column (A), line 12)	1	512,516
2	Total expenses (must equal Part IX, column (A), line 25)	2	493,211
3	Revenue less expenses. Subtract line 2 from line 1	3	19,305
4	Net assets or fund balances at beginning of year (must equal Part X, line 32, column (A))	4	29,336
5	Net unrealized gains (losses) on investments	5	
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain on Schedule O)	9	1
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 32, column (B))	10	48,642

Part XII Financial Statements and Reporting

Check if Schedule O contains a response or note to any line in this Part XII . . . . . ☐

			Yes	No
1	Accounting method used to prepare the Form 990: ☒ Cash ☐ Accrual ☐ Other _____ If the organization changed its method of accounting from a prior year or checked "Other," explain on Schedule O.			
2a	Were the organization's financial statements compiled or reviewed by an independent accountant?	2a		X
	If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both. ☐ Separate basis ☐ Consolidated basis ☐ Both consolidated and separate basis			
b	Were the organization's financial statements audited by an independent accountant?	2b		X
	If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both. ☐ Separate basis ☐ Consolidated basis ☐ Both consolidated and separate basis			
c	If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant?	2c		
	If the organization changed either its oversight process or selection process during the tax year, explain on Schedule O.			
3a	As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Uniform Guidance, 2 C.F.R. Part 200, Subpart F?	3a		X
b	If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why on Schedule O and describe any steps taken to undergo such audits	3b		

SCHEDULE A (Form 990)

Department of the Treasury
Internal Revenue Service

Public Charity Status and Public Support

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.

Attach to Form 990 or Form 990-EZ.

Go to *www.irs.gov/Form990* for instructions and the latest information.

OMB No. 1545-0047

2023

Open to Public Inspection

Name of the organization	Employer identification number
VILLAGE TO VILLAGE	81-2913304

Part I Reason for Public Charity Status. (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 12, check only one box.)

1 ☐ A church, convention of churches, or association of churches described in **section 170(b)(1)(A)(i).**

2 ☐ A school described in **section 170(b)(1)(A)(ii).** (Attach Schedule E (Form 990).)

3 ☐ A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii).**

4 ☐ A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii).** Enter the hospital's name, city, and state: _____

5 ☐ An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv).** (Complete Part II.)

6 ☐ A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v).**

7 ☐ An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi).** (Complete Part II.)

8 ☐ A community trust described in **section 170(b)(1)(A)(vi).** (Complete Part II.)

9 ☐ An agricultural research organization described in **section 170(b)(1)(A)(ix)** operated in conjunction with a land-grant college or university or a non-land-grant college of agriculture (see instructions). Enter the name, city, and state of the college or university: _____

10 ☒ An organization that normally receives (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions, subject to certain exceptions; and (2) no more than 33 1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See **section 509(a)(2).** (Complete Part III.)

11 ☐ An organization organized and operated exclusively to test for public safety. See **section 509(a)(4).**

12 ☐ An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in **section 509(a)(1)** or **section 509(a)(2).** See **section 509(a)(3).** Check the box on lines 12a through 12d that describes the type of supporting organization and complete lines 12e, 12f, and 12g.

a ☐ **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. **You must complete Part IV, Sections A and B.**

b ☐ **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). **You must complete Part IV, Sections A and C.**

c ☐ **Type III functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). **You must complete Part IV, Sections A, D, and E.**

d ☐ **Type III non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions). **You must complete Part IV, Sections A and D, and Part V.**

e ☐ Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.

f Enter the number of supported organizations . . . . . ☐

g Provide the following information about the supported organization(s).

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1-10 above (see instructions))	(iv) Is the organization listed in your governing document? Yes	(iv) No	(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
(A)						
(B)						
(C)						
(D)						
(E)						
Total						

Part III **Support Schedule for Organizations Described in Section 509(a)(2)**

(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

Section A. Public Support

Calendar year (or fiscal year beginning in)	(a) 2019	(b) 2020	(c) 2021	(d) 2022	(e) 2023	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")	86,497	82,092	73,986	123,228	475,649	841,452
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose	19,116				28,156	47,272
3 Gross receipts from activities that are not an unrelated trade or business under section 513	27,983	14,857	20,379	22,739	22,602	108,560
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
5 The value of services or facilities furnished by a governmental unit to the organization without charge						
6 **Total.** Add lines 1 through 5	133,596	96,949	94,365	145,967	526,407	997,284
7a Amounts included on lines 1, 2, and 3 received from disqualified persons . .	18,054	22,239	21,307	21,557	20,444	103,601
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of $5,000 or 1% of the amount on line 13 for the year	27,465	8,745	459		17,078	53,747
c Add lines 7a and 7b	45,519	30,984	21,766	21,557	37,522	157,348
8 **Public support.** (Subtract line 7c from line 6.)						839,936

Section B. Total Support

Calendar year (or fiscal year beginning in)	(a) 2019	(b) 2020	(c) 2021	(d) 2022	(e) 2023	(f) Total
9 Amounts from line 6	133,596	96,949	94,365	145,967	526,407	997,284
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources .	3	44	70	114	75	306
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
c Add lines 10a and 10b	3	44	70	114	75	306
11 Net income from unrelated business activities not included on line 10b, whether or not the business is regularly carried on						
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)		5,935				5,935
13 **Total support.** (Add lines 9, 10c, 11, and 12.)	133,599	102,928	94,435	146,081	526,482	1,003,525

14 **First 5 years.** If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here** . . . . . ☐

Section C. Computation of Public Support Percentage

15	Public support percentage for 2023 (line 8, column (f), divided by line 13, column (f))	15	83.70 %
16	Public support percentage from 2022 Schedule A, Part III, line 15	16	75.14 %

Section D. Computation of Investment Income Percentage

17	Investment income percentage for **2023** (line 10c, column (f), divided by line 13, column (f)) . . .	17	0.00 %
18	Investment income percentage from **2022** Schedule A, Part III, line 17	18	0.00 %

19a **33 1/3% support tests - 2023.** If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and **stop here.** The organization qualifies as a publicly supported organization ☒

b **33 1/3% support tests - 2022.** If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and **stop here.** The organization qualifies as a publicly supported organization . . . . . ☐

20 **Private foundation.** If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions . . ☐

Schedule B (Form 990)

Department of the Treasury
Internal Revenue Service

Schedule of Contributors

Attach to Form 990, 990-EZ, or Form 990-PF.
Go to *www.irs.gov/Form990* for the latest information.

OMB No. 1545-0047

2023

Name of the organization
VILLAGE TO VILLAGE

Employer identification number
81-2913304

Organization type (check one):

Filers of:	Section:
Form 990 or 990-EZ	☒ 501(c)(3) (enter number) organization
	☐ 4947(a)(1) nonexempt charitable trust **not** treated as a private foundation
	☐ 527 political organization
Form 990-PF	☐ 501(c)(3) exempt private foundation
	☐ 4947(a)(1) nonexempt charitable trust treated as a private foundation
	☐ 501(c)(3) taxable private foundation

Check if your organization is covered by the **General Rule** or a **Special Rule.**

Note: Only a section 501(c)(7), (8), or (10) organization can check boxes for both the General Rule and a Special Rule. See instructions.

General Rule

☒ For an organization filing Form 990, 990-EZ, or 990-PF that received, during the year, contributions totaling $5,000 or more (in money or property) from any one contributor. Complete Parts I and II. See instructions for determining a contributor's total contributions.

Special Rules

☐ For an organization described in section 501(c)(3) filing Form 990 or 990-EZ that met the 33 1/3% support test of the regulations under sections 509(a)(1) and 170(b)(1)(A)(vi), that checked Schedule A (Form 990), Part II, line 13, 16a, or 16b, and that received from any one contributor, during the year, total contributions of the greater of **(1)** $5,000; or **(2)** 2% of the amount on (i) Form 990, Part VIII, line 1h; or (ii) Form 990-EZ, line 1. Complete Parts I and II.

☐ For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, total contributions of more than $1,000 *exclusively* for religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals. Complete Parts I (entering "N/A" in column (b) instead of the contributor name and address), II, and III.

☐ For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, contributions *exclusively* for religious, charitable, etc., purposes, but no such contributions totaled more than $1,000. If this box is checked, enter here the total contributions that were received during the year for an *exclusively* religious, charitable, etc., purpose. Don't complete any of the parts unless the **General Rule** applies to this organization because it received *nonexclusively* religious, charitable, etc., contributions totaling $5,000 or more during the year . . . . . $ _____

Caution: An organization that isn't covered by the General Rule and/or the Special Rules doesn't file Schedule B (Form 990), but it **must** answer "No" on Part IV, line 2, of its Form 990; or check the box on line H of its Form 990-EZ or on its Form 990-PF, Part I, line 2, to certify that it doesn't meet the filing requirements of Schedule B (Form 990).

Name of organization: VILLAGE TO VILLAGE

Employer identification number: 81-2913304

Part I **Contributors** (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
1	EDUARD RACHKOVSKIY 2005 MARIGOLD CIRCLE ROCKINGHAM VA 22801	$ 8,174	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
2	TIM & VALERIE LINK 7619 HOWDY LN BRIDGEWATER VA 22812	$ 5,872	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
3	DOUG & HEIDI DOVE 117 WAYSIDE DR WEYERS CAVE VA 24486	$ 5,071	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
4	SENTARA RMH MEDICAL CENTER 2010 HEALTH CAMPUS DR HARRISONBURG VA 22801	$ 37,500	Person [ ] Payroll [ ] Noncash [X] (Complete Part II for noncash contributions.)
5	MIHRET MEDICAL SUPPLY PO BOX 1482 HARRISONBURG VA 22803	$ 87,500	Person [ ] Payroll [ ] Noncash [X] (Complete Part II for noncash contributions.)
6	AMAZON 410 TERRY AVE NORTH SEATTLE WA 98109-5210	$ 180,000	Person [ ] Payroll [ ] Noncash [X] (Complete Part II for noncash contributions.)

Name of organization: VILLAGE TO VILLAGE

Employer identification number: 81-2913304

Part II **Noncash Property** (see instructions). Use duplicate copies of Part II if additional space is needed.

(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
4	MEDICAL SUPPLIES	$ 37,500	07-31-2023
(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
5	MEDICAL SUPPLIES	$ 87,500	07-31-2023
(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
6	MATTRESSES	$ 180,000	07-31-2023
(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
		$	
(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
		$	
(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
		$	

SCHEDULE F (Form 990)

Department of the Treasury
Internal Revenue Service

Statement of Activities Outside the United States

Complete if the organization answered "Yes" on Form 990, Part IV, line 14b, 15, or 16.
Attach to Form 990.
Go to *www.irs.gov/Form990* for instructions and the latest information.

OMB No. 1545-0047

2023

Open to Public Inspection

Name of the organization

VILLAGE TO VILLAGE

Employer identification number

81-2913304

Part I **General Information on Activities Outside the United States.** Complete if the organization answered "Yes" on Form 990, Part IV, line 14b.

1 **For grantmakers.** Does the organization maintain records to substantiate the amount of its grants and other assistance, the grantees' eligibility for the grants or assistance, and the selection criteria used to award the grants or assistance? . . . . . ☐ Yes ☐ No

2 **For grantmakers.** Describe in Part V the organization's procedures for monitoring the use of its grants and other assistance outside the United States.

3 Activities per Region. (The following Part I, line 3 table can be duplicated if additional space is needed.)

(a) Region	(b) Number of offices in the region	(c) Number of employees, agents, and independent contractors in the region	(d) Activities conducted in the region (by type) (such as, fundraising, program services, investments, grants to recipients located in the region)	(e) If activity listed in (d) is a program service, describe specific type of service(s) in the region	(f) Total expenditures for and investments in the region
(1)					
(2)					
(3)					
(4)					
(5)					
(6)					
(7)					
(8)					
(9)					
(10)					
(11)					
(12)					
(13)					
(14)					
(15)					
(16)					
(17)					
3a Subtotal					
b Total from continuation sheets to Part I					
c **Totals** (add lines 3a and 3b)					

Part II **Grants and Other Assistance to Organizations or Entities Outside the United States.** Complete if the organization answered "Yes" on Form 990, Part IV, line 15, for any recipient who received more than $5,000. Part II can be duplicated if additional space is needed.

1	(a) Name of organization	(b) IRS code section and EIN (if applicable)	(c) Region	(d) Purpose of grant	(e) Amount of cash grant	(f) Manner of cash disbursement	(g) Amount of noncash assistance	(h) Description of noncash assistance	(i) Method of valuation (book, FMV, appraisal, other)
(1)			RUSSIA AND NEIGHBORING STATES				273,882	MEDICAL SUPPLIES A	FAIR MARKET VAL
(2)			RUSSIA AND NEIGHBORING STATES	CHILD & FAMILY S	6,830				
(3)			SUB-SAHARAN AFRICA	ORPHAN AND WIDOW	4,112				
(4)									
(5)									
(6)									
(7)									
(8)									
(9)									
(10)									
(11)									
(12)									
(13)									
(14)									
(15)									
(16)									

2 Enter total number of recipient organizations listed above that are recognized as charities by the foreign country, recognized as a tax exempt 501(c)(3) organization by the IRS, or for which the grantee or counsel has provided a section 501(c)(3) equivalency letter 1

3 Enter total number of other organizations or entities . . . . . .

Part III **Grants and Other Assistance to Individuals Outside the United States.** Complete if the organization answered "Yes" on Form 990, Part IV, line 16. Part III can be duplicated if additional space is needed.

	(a) Type of grant or assistance	(b) Region	(c) Number of recipients	(d) Amount of cash grant	(e) Manner of cash disbursement	(f) Amount of noncash assistance	(g) Description of noncash assistance	(h) Method of valuation (book, FMV, appraisal, other)
(1)								
(2)								
(3)								
(4)								
(5)								
(6)								
(7)								
(8)								
(9)								
(10)								
(11)								
(12)								
(13)								
(14)								
(15)								
(16)								
(17)								
(18)								

Part IV Foreign Forms

1	Was the organization a U.S. transferor of property to a foreign corporation during the tax year? *If "Yes," the organization may be required to file Form 926, Return by a U.S. Transferor of Property to a Foreign Corporation (see the Instructions for Form 926)*	☒ Yes	☐ No
2	Did the organization have an interest in a foreign trust during the tax year? *If "Yes," the organization may be required to separately file Form 3520, Annual Return To Report Transactions With Foreign Trusts and Receipt of Certain Foreign Gifts, and/or Form 3520-A, Annual Information Return of Foreign Trust With a U.S. Owner (see the Instructions for Forms 3520 and 3520-A; don't file with Form 990)*	☐ Yes	☒ No
3	Did the organization have an ownership interest in a foreign corporation during the tax year? *If "Yes," the organization may be required to file Form 5471, Information Return of U.S. Persons With Respect To Certain Foreign Corporations (see the Instructions for Form 5471)*	☐ Yes	☒ No
4	Was the organization a direct or indirect shareholder of a passive foreign investment company or a qualified electing fund during the tax year? *If "Yes," the organization may be required to file Form 8621, Information Return by a Shareholder of a Passive Foreign Investment Company or Qualified Electing Fund (see the Instructions for Form 8621)*	☐ Yes	☒ No
5	Did the organization have an ownership interest in a foreign partnership during the tax year? *If "Yes," the organization may be required to file Form 8865, Return of U.S. Persons With Respect to Certain Foreign Partnerships (see the Instructions for Form 8865)*	☐ Yes	☒ No
6	Did the organization have any operations in or related to any boycotting countries during the tax year? *If "Yes," the organization may be required to separately file Form 5713, International Boycott Report (see the instructions for Form 5713; don't file with Form 990)*	☐ Yes	☒ No

Part V **Supplemental Information**

Provide the information required by Part I, line 2 (monitoring of funds); Part I, line 3, column (f) (accounting method; amounts of investments vs. expenditures per region); Part II, line 1 (accounting method); Part III (accounting method); and Part III, column (c) (estimated number of recipients), as applicable. Also complete this part to provide any additional information. See instructions.

01. Use of grant monitoring procedures (Part I, line 2)

ALL ASSISTANCE WENT TO CHRISTIAN MEDICAL ASSOCIATION OF UKRAINE, AND OTHER WELL KNOWN

RELIEF AGENCIES

SCHEDULE G (Form 990)

Department of the Treasury
Internal Revenue Service

Supplemental Information Regarding Fundraising or Gaming Activities

Complete if the organization answered "Yes" on Form 990, Part IV, line 17, 18, or 19, or if the organization entered more than $15,000 on Form 990-EZ, line 6a.

Attach to Form 990 or Form 990-EZ.

Go to *www.irs.gov/Form990* for instructions and the latest information.

OMB No. 1545-0047

2023

Open to Public Inspection

Name of the organization

VILLAGE TO VILLAGE

Employer identification number

81-2913304

Part I **Fundraising Activities.** Complete if the organization answered "Yes" on Form 990, Part IV, line 17. Form 990-EZ filers are not required to complete this part.

1 Indicate whether the organization raised funds through any of the following activities. Check all that apply.

a ☐ Mail solicitations
b ☐ Internet and email solicitations
c ☐ Phone solicitations
d ☐ In-person solicitations
e ☐ Solicitation of non-government grants
f ☐ Solicitation of government grants
g ☐ Special fundraising events

2a Did the organization have a written or oral agreement with any individual (including officers, directors, trustees, or key employees listed in Form 990, Part VII) or entity in connection with professional fundraising services? ☐ Yes ☐ No

b If "Yes," list the 10 highest paid individuals or entities (fundraisers) pursuant to agreements under which the fundraiser is to be compensated at least $5,000 by the organization.

	(i) Name and address of individual or entity (fundraiser)	(ii) Activity	(iii) Did fundraiser have custody or control of contributions? Yes	(iii) No	(iv) Gross receipts from activity	(v) Amount paid to (or retained by) fundraiser listed in col. (i)	(vi) Amount paid to (or retained by) organization
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
Total							

3 List all states in which the organization is registered or licensed to solicit contributions or has been notified it is exempt from registration or licensing.

Part II **Fundraising Events.** Complete if the organization answered "Yes" on Form 990, Part IV, line 18, or reported more than $15,000 of fundraising event contributions and gross income on Form 990-EZ, lines 1 and 6b. List events with gross receipts greater than $5,000.

		(a) Event #1 GOLF TOURNAM (event type)	(b) Event #2 (event type)	(c) Other events NONE (total number)	(d) Total events (add col. (a) through col. (c))
Revenue	1 Gross receipts	12,683			12,683
	2 Less: Contributions				
	3 Gross income (line 1 minus line 2)	12,683			12,683
Direct Expenses	4 Cash prizes	800			800
	5 Noncash prizes	425			425
	6 Rent/facility costs	4,000			4,000
	7 Food and beverages	2,604			2,604
	8 Entertainment				
	9 Other direct expenses	380			380
	10 Direct expense summary. Add lines 4 through 9 in column (d)				8,209
	11 Net income summary. Subtract line 10 from line 3, column (d)				4,474

Part III **Gaming.** Complete if the organization answered "Yes" on Form 990, Part IV, line 19, or reported more than $15,000 on Form 990-EZ, line 6a.

		(a) Bingo	(b) Pull tabs/instant bingo/progressive bingo	(c) Other gaming	(d) Total gaming (add col. (a) through col. (c))
Revenue	1 Gross revenue				
Direct Expenses	2 Cash prizes				
	3 Noncash prizes				
	4 Rent/facility costs				
	5 Other direct expenses				
	6 Volunteer labor	☐ Yes ☐ No %	☐ Yes ☐ No %	☐ Yes ☐ No %	
	7 Direct expense summary. Add lines 2 through 5 in column (d)				
	8 Net gaming income summary. Subtract line 7 from line 1, column (d)				

9 Enter the state(s) in which the organization conducts gaming activities: _____

a Is the organization licensed to conduct gaming activities in each of these states? ☐ Yes ☐ No

b If "No," explain: _____

10a Were any of the organization's gaming licenses revoked, suspended, or terminated during the tax year? ☐ Yes ☐ No

b If "Yes," explain: _____

SCHEDULE I
(Form 990)

Department of the Treasury
Internal Revenue Service

Grants and Other Assistance to Organizations, Governments, and Individuals in the United States

Complete if the organization answered "Yes" on Form 990, Part IV, line 21 or 22.
Attach to Form 990.
Go to *www.irs.gov/Form990* for the latest information.

OMB No. 1545-0047
2023
Open to Public Inspection

Name of the organization

VILLAGE TO VILLAGE

Employer identification number

81-2913304

Part I General Information on Grants and Assistance

1 Does the organization maintain records to substantiate the amount of the grants or assistance, the grantees' eligibility for the grants or assistance, and the selection criteria used to award the grants or assistance? . . . . . ☒ Yes ☐ No

2 Describe in Part IV the organization's procedures for monitoring the use of grant funds in the United States.

Part II Grants and Other Assistance to Domestic Organizations and Domestic Governments. Complete if the organization answered "Yes" on Form 990, Part IV, line 21, for any recipient that received more than $5,000. Part II can be duplicated if additional space is needed.

1 (a) Name and address of organization or government	(b) EIN	(c) IRC section (if applicable)	(d) Amount of cash grant	(e) Amount of noncash assistance	(f) Method of valuation (book, FMV, appraisal, other)	(g) Description of noncash assistance	(h) Purpose of grant or assistance
(1)							
(2)							
(3)							
(4)							
(5)							
(6)							
(7)							
(8)							
(9)							
(10)							

2 Enter total number of section 501(c)(3) and government organizations listed in the line 1 table . . . . . ____

3 Enter total number of other organizations listed in the line 1 table . . . . . ____

Part III **Grants and Other Assistance to Domestic Individuals.** Complete if the organization answered "Yes" on Form 990, Part IV, line 22. Part III can be duplicated if additional space is needed.

	(a) Type of grant or assistance	(b) Number of recipients	(c) Amount of cash grant	(d) Amount of noncash assistance	(e) Method of valuation (book, FMV, appraisal, other)	(f) Description of noncash assistance
1	CLOTHING AND HOUSEHOLD ITEMS TO REFUGEE FAMILIES	500	14,165	67,410	FMV	CLOTHING & HOUSEHOLD ITEMS
2						
3						
4						
5						
6						
7						

Part IV **Supplemental Information.** Provide the information required in Part I, line 2; Part III, column (b); and any other additional information.

SCHEDULE M (Form 990)

Department of the Treasury
Internal Revenue Service

Noncash Contributions

Complete if the organizations answered "Yes" on Form 990, Part IV, lines 29 or 30.
Attach to Form 990.
Go to *www.irs.gov/Form990* for instructions and the latest information.

OMB No. 1545-0047

2023

Open to Public Inspection

Name of the organization

VILLAGE TO VILLAGE

Employer identification number

81-2913304

Part I Types of Property

		(a) Check if applicable	(b) Number of contributions or items contributed	(c) Noncash contribution amounts reported on Form 990, Part VIII, line 1g	(d) Method of determining noncash contribution amounts
1	Art - Works of art				
2	Art - Historical treasures				
3	Art - Fractional interests				
4	Books and publications				
5	Clothing and household goods	X		267,954	FMV
6	Cars and other vehicles				
7	Boats and planes				
8	Intellectual property				
9	Securities - Publicly traded				
10	Securities - Closely held stock				
11	Securities - Partnership, LLC, or trust interests				
12	Securities - Miscellaneous				
13	Qualified conservation contribution - Historic structures				
14	Qualified conservation contribution - Other				
15	Real estate - Residential				
16	Real estate - Commercial				
17	Real estate - Other				
18	Collectibles				
19	Food inventory				
20	Drugs and medical supplies	X		108,275	FMV
21	Taxidermy				
22	Historical artifacts				
23	Scientific specimens				
24	Archeological artifacts				
25	Other (_____)				
26	Other (_____)				
27	Other (_____)				
28	Other (_____)				

			Yes	No
29	Number of Forms 8283 received by the organization during the tax year for contributions for which the organization completed Form 8283, Part V, Donee Acknowledgement	29		
30a	During the year, did the organization receive by contribution any property reported in Part I, lines 1 through 28, that it must hold for at least 3 years from the date of the initial contribution, and which isn't required to be used for exempt purposes for the entire holding period?	30a		X
b	If "Yes," describe the arrangement in Part II.			
31	Does the organization have a gift acceptance policy that requires the review of any nonstandard contributions?	31		X
32a	Does the organization hire or use third parties or related organizations to solicit, process, or sell noncash contributions?	32a		X
b	If "Yes," describe in Part II.			
33	If the organization didn't report an amount in column (c) for a type of property for which column (a) is checked, describe in Part II.			

SCHEDULE O (Form 990)	Supplemental Information to Form 990 or 990-EZ	OMB No. 1545-0047
Department of the Treasury Internal Revenue Service	Complete to provide information for responses to specific questions on Form 990 or 990-EZ or to provide any additional information. Attach to Form 990 or Form 990-EZ. Go to *www.irs.gov/Form990* for the latest information.	2023 Open to Public Inspection

Name of the organization	Employer identification number
VILLAGE TO VILLAGE	81-2913304

01. Form 990 governing body review (Part VI, line 11)

THE EXECUTIVE DIRECTOR SIGNS THE 990 AND SHARES IT WITH THE GOVERNING BODY AFTER.

02. Governing documents, etc, available to public (Part VI, line 19)

DOCUMENTS ARE MADE AVAILABLE TO THE PUBLIC UPON REQUEST

03. Explanation of other changes in net assets or fund balances (Part XI, line 9)

ROUNDING ADJUSTMENT

Name(s) as shown on return: VILLAGE TO VILLAGE

FEIN: 81-2913304

ASSISTANCE TO DOMESTIC INDIVIDUALS

Description	Amount
ECONOMIC DEVELOPMENT PROJECTS	$ 2,528
IN-KIND AND OTHER	79,047
Total:	$ 81,575

ASSISTANCE TO FOREIGN INDIVIDUALS & ORGANIZATIONS

Description	Amount
ECONOMIC DEVELOPMENT PROJECTS	$ 16,664
IN-KIND AND OTHER	297,842
Total:	$ 314,506

Village to Village

Balance Sheet

As of December 31, 2024

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
F&M Checking	3,789.03
F&M Checking Payroll	0.00
PCB Savings Village to Village Moldova	50.00
PCB Village to Village Moldova	150.00
Savings	7.14
Total Bank Accounts	**$3,996.17**
Other Current Assets	
Payroll Refunds	0.00
Undeposited Funds	0.00
Total Other Current Assets	**$0.00**
Total Current Assets	**$3,996.17**
Other Assets	
Bargain Hive Purchase	54,000.00
Inventory of In kind mdse	12,519.25
Total Other Assets	**$66,519.25**
TOTAL ASSETS	**$70,515.42**
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Credit Cards	
Capital One	18,798.34
Total Credit Cards	**$18,798.34**
Other Current Liabilities	
Payroll Liabilities	0.00
Federal Taxes (941/944)	-448.08
VA Income Tax	512.84
VA SUI Employer	0.00
Total Payroll Liabilities	**64.76**
Total Other Current Liabilities	**$64.76**
Total Current Liabilities	**$18,863.10**
Total Liabilities	**$18,863.10**
Equity	
Opening Balance Equity	200.00

	TOTAL
Temp. Restricted Net Assets	
Economic Development Projects	
Alaska Project	0.00
Capital Campaign	2,946.58
Dream Village	0.00
Guatemala School Construction	0.00
Moldova Projects	0.00
Other Economic Projects	-330.00
Paraguay Projects	0.00
Staff Account	0.00
Ukraine	0.00
Welcome Home Project	0.00
Total Economic Development Projects	**2,616.58**
Fundraisers	13.89
Grants	1,000.00
Merchandise	0.00
Trip Funds	0.00
Wages--Gentry	0.00
Wages--Jamie	0.00
Total Temp. Restricted Net Assets	**3,630.47**
Unrestricted Net Assets	45,252.70
Net Income	2,569.15
Total Equity	**$51,652.32**
TOTAL LIABILITIES AND EQUITY	**$70,515.42**

Village to Village

Profit and Loss

January - December 2024

	TOTAL
Income	
Boutique Sales	6,623.06
Fundraisers	4,196.96
General Donations	41,776.10
Golf Tournament	4,634.42
Great Community Give	17,733.49
Interest Income	37.05
Sales	14,457.12
TEMPORARILY RESTRICTED INCOME	
Capital Campaign Income	54,974.24
Economic Dev. Project Income	130.45
Refugees	772.59
Sponsorships	9,928.04
Total TEMPORARILY RESTRICTED INCOME	**65,805.32**
Total Income	**$155,263.52**
GROSS PROFIT	**$155,263.52**
Expenses	
Alley Cat Bike Event	74.13
Hope4Villges Golf Tournament	2,785.95
OPERATING EXPENSES	
Advertising	24.95
Amazon Fee	341.77
Boutique Expenses	1,566.72
Business Fees	110.00
Credit Card Fees	2,484.95
Gifts / Donor Appreciation	727.75
Insurance	1,806.97
Meals Expense	1,618.97
Meeting Expenses	391.63
Office Equipment	370.08
Office Supplies	1,845.79
Postage	967.01
Printing and Copying	1,105.29
Software	781.00
Stripe Fee	2,041.87
Taxes	122.91
Vehicle Fuel	1,962.11
Warehouse Supplies	25,481.36
Website Maintenance	643.14
Total OPERATING EXPENSES	**44,394.27**

	TOTAL
Payroll Expenses	1,924.10
Taxes	4,452.30
Wages	58,200.01
Total Payroll Expenses	**64,576.41**
TEMPORARILY RESTRICTED EXPENSES	
Alaska	-384.66
Economic Development Projects	1,148.57
Fundraising Expenses	1,982.99
Moldova	134.68
Other Business Expenses	240.00
Refugees	6,383.21
Sponsorships	11,534.06
Total TEMPORARILY RESTRICTED EXPENSES	**21,038.85**
Total Expenses	**$132,869.61**
NET OPERATING INCOME	**$22,393.91**
NET INCOME	**$22,393.91**

Bargain Hive

Balance Sheet

As of December 31, 2024

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
Bus Chks 0001 (2360) - 1	4,777.14
Cash	-28.00
Checking	2,140.64
Gifts	308.79
Total Bank Accounts	**$7,198.57**
Accounts Receivable	
Accounts Receivable (A/R)	0.00
Total Accounts Receivable	**$0.00**
Other Current Assets	
Inventory Asset	28,591.12
Uncategorized Asset	618.12
Total Other Current Assets	**$29,209.24**
Total Current Assets	**$36,407.81**
Fixed Assets	
Long-term office equipment	376.53
Total Fixed Assets	**$376.53**
TOTAL ASSETS	**$36,784.34**
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable (A/P)	-5.80
Total Accounts Payable	**$ -5.80**
Credit Cards	
Capital One Credit Card	13,428.65
Total Credit Cards	**$13,428.65**
Other Current Liabilities	
Payroll Liabilities	
Federal Taxes (941/943/944)	4,522.37
Federal Unemployment (940)	119.96
VA Income Tax	518.97
VA SUI Employer	524.82
Total Payroll Liabilities	**5,686.12**
Short-term business loans	14,000.00
V2V Loan	34,559.72
Total Other Current Liabilities	**$54,245.84**
Total Current Liabilities	**$67,668.69**

Bargain Hive

Balance Sheet

As of December 31, 2024

	TOTAL
Long-Term Liabilities	
F&M Business Loan	43,811.35
Long-term business loans	-15,019.40
Total Long-Term Liabilities	**$28,791.95**
Total Liabilities	**$96,460.64**
Equity	
Opening balance equity	-69,684.24
Owner draws	-3,703.00
Owner investments	3,500.00
Retained Earnings	
Net Income	10,210.94
Total Equity	**$ -59,676.30**
TOTAL LIABILITIES AND EQUITY	**$36,784.34**