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# 2023 Federal Low Income Housing Tax Credit Program

## Application For Reservation

### Deadline for Submission

#### 9% Competitive Credits

Applications Must Be Received At VHDA No Later Than **12:00 PM**  
Richmond, VA Time On **March 16, 2023**

#### Tax Exempt Bonds

Applications should be received at VHDA at least one month before the bonds are *priced* (if bonds issued by VHDA), or 75 days before the bonds are *issued* (if bonds are not issued by VHDA)



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

## INSTRUCTIONS FOR THE VIRGINIA 2023 LIHTC APPLICATION FOR RESERVATION

This application was prepared using Excel, Microsoft Office 2016. Please note that using the active Excel workbook does not eliminate the need to submit the required PDF of the signed hardcopy of the application and related documentation. A more detailed explanation of application submission requirements is provided below and in the Application Manual.

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

### Applications For 9% Competitive Credits

Applicants should submit an electronic copy of the application package prior to the application deadline, which is **12:00 PM** Richmond Virginia time on **March 16, 2023**. Failure to submit an electronic copy of the application by the deadline will cause the application to be disqualified.

### **Please Note:**

**Applicants should submit all application materials in electronic format only.**

**There should be distinct files which should include the following:**

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

### **IMPORTANT:**

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

### Disclaimer:

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

### Entering Data:

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

### **Please Note:**

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

### Assistance:

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

### Virginia Housing LIHTC Allocation Staff Contact Information

Name	Email	Phone Number
JD Bondurant	<a href="mailto:jd.bondurant@virginiahousing.com">jd.bondurant@virginiahousing.com</a>	(804) 343-5725
Stephanie Flanders	<a href="mailto:stephanie.flanders@virginiahousing.com">stephanie.flanders@virginiahousing.com</a>	(804) 343-5939
Jonathan Kinsey	<a href="mailto:jonathan.kinsey@virginiahousing.com">jonathan.kinsey@virginiahousing.com</a>	(804) 584-4717
Phil Cunningham	<a href="mailto:phillip.cunningham@virginiahousing.com">phillip.cunningham@virginiahousing.com</a>	(804) 343-5514
Lauren Dillard	<a href="mailto:lauren.dillard@virginiahousing.com">lauren.dillard@virginiahousing.com</a>	(804) 584-4729
Pamela Freeth	<a href="mailto:pamela.swartzenberg-freeth@virginiahousing.com">pamela.swartzenberg-freeth@virginiahousing.com</a>	(804) 343-5563
Jaki Whitehead	<a href="mailto:jaki.whitehead@virginiahousing.com">jaki.whitehead@virginiahousing.com</a>	(804) 343-5861

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## 2023 Low-Income Housing Tax Credit Application For Reservation

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

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



VHDA TRACKING NUMBER

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date:

1/31/2023

16. Local Needs and Support

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

Chief Executive Officer's Name: Jeffrey C. McKay  
 Chief Executive Officer's Title: Chairman Phone: (703) 324-2321  
 Street Address: 12000 Government Center Parkway, Suite 530  
 City: Fairfax State: VA Zip: 22035

Name and title of local official you have discussed this project with who could answer questions for the local CEO: Debashish Chakravarty, Associate Director, RE Finance, Fairfax County DHCD

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

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

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

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

B. RESERVATION REQUEST INFORMATION

1. Requesting Credits From:

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

[Empty box]

or

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

Rehabilitation

For Tax Exempt Bonds, where are bonds being issued?

Virginia Housing

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

**Skip to Number 4 below.**

2. Type(s) of Allocation/Allocation Year

[Empty box]

Definitions of types:

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

b. **Carryforward Allocation** means all of the buildings in the development are expected to be placed in service within two years after the end of this calendar year, 2023, but the owner will have more than 10% basis in development before the end of twelve months following allocation of credits. For those buildings, the owner requests a carryforward allocation of 2023 credits pursuant to Section 47(h)(1)(F)

3. Select Building Allocation type:

[Empty box]

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

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

5. Planned Combined 9% and 4% Developments

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

If true, provide name of companion development: [Empty box]

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

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

Total Units within 9% allocation request? 0

Total Units within 4% Tax Exempt allocation Request? 0

Total Units: 0

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

6. Extended Use Restriction

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

**Must Select One:** 30

Definition of selection:

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

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

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

**C. OWNERSHIP INFORMATION**

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

**1. Owner Information:**

*Must be an individual or legally formed entity.*

Owner Name: Summit Oaks Housing, L.P.

Developer Name: Summit Oaks Developer, LLC

Contact: M/M ▶ Mr. First: Zack MI:  Last: Simmons

Address: 30 Hudson Yards, 72nd Floor

City: New York St. ▶ NY Zip: 10001

Phone: (212) 401-7658 Ext.  Fax: (212) 801-3731

Email address: zack.simmons@related.com

Federal I.D. No. 920964294 (If not available, obtain prior to Carryover Allocation.)

Select type of entity: ▶ Limited Partnership Formation State: ▶ NY

Additional Contact: Please Provide Name, Email and Phone number.  
Brian Samson, brian.samson@related.com, 646-582-2276

- ACTION:**
- a. Provide Owner's organizational documents (e.g. Partnership agreements and Developer Fee agreement) **(Mandatory TAB A)**
  - b. Provide Certification from Virginia State Corporation Commission **(Mandatory TAB B)**

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

Names **	Phone	Type Ownership	% Ownership
Matthew Finkle	(212) 801-1073		12.000%
Jeffrey Brodsky	(212) 521-6460		5.000%
Stephen M. Ross	(212) 801-1000		52.439%
Jeff T. Blau	(212) 801-1000		15.305%
Bruce A. Beal, Jr.	(212) 801-1000		8.566%
Other Non-Controlling Funds			6.690%
			0.000%
			0.000%
			0.000%
			0.000%
			0.000%
			0.000%
			0.000%

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

**C. OWNERSHIP INFORMATION**

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

- ACTION:**
- a. Provide Principals' Previous Participation Certification (**Mandatory TAB C**)
  - b. Provide a chart of ownership structure (Org Chart) and a list of all LIHTC Developments within the last 15 years. (**Mandatory at TABS A/D**)

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

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

**3. Developer Experience:**

*May select one or more of the following choices:*

- FALSE** a. The development has an experienced sponsor (as defined in the manual) that has placed at least one LIHTC development in service in Virginia within the past 5 years.  
**Action:** Provide one 8609 from qualifying development. (**Tab P**)
- TRUE** b. The development has an experienced sponsor (as defined in the manual) that has placed at least three (3) LIHTC developments in service in any state within the past 6 years (in addition to any development provided to qualify for option d. above)  
**Action:** Provide one 8609 from each qualifying development. (**Tab P**)
- FALSE** c. Applicant is competing in the Local Housing Authority pool and partnering with an experienced sponsor (as defined in the manual), other than a local housing authority.  
**Action:** Provide documentation as stated in the manual. (**Tab P**)

D. SITE CONTROL

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

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

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

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

1. Type of Site Control by Owner:

Applicant controls site by (select one):

Select Type: Purchase Contract

Expiration Date: 8/31/2023

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

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

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

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

2. Timing of Acquisition by Owner:

Only one of the following statement should be True.

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

b. TRUE ..... Owner is to acquire property by deed (or lease for period no shorter than period property will be subject to occupancy restrictions) no later than..... 8/31/2023 .

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

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

**D. SITE CONTROL**

**3. Seller Information:**

Name: Summit Oaks Preservation, L.P.  
 Address: 30 Hudson Yards, 72nd Floor  
 City: New York St.: NY Zip: 10001  
 Contact Person: Zack Simmons Phone: (212) 801-3731

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

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

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

<u>Names</u>	<u>Phone</u>	<u>Type Ownership</u>	<u>% Ownership</u>
Related Affordable, LLC	(212) 801-1000	Managing Member	63.00%
Related California Residential, LLC	(212) 801-1000	Member	29.00%
LR Development Company, LLC	(212) 801-1000	Member	8.00%
			0.00%
			0.00%
			0.00%
			0.00%

**E. DEVELOPMENT TEAM INFORMATION**

Complete the following as applicable to your development team.

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

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

1. Tax Attorney:		This is a Related Entity.	FALSE
Firm Name:		DEI Designation?	FALSE
Address:			
Email:		Phone:	
2. Tax Accountant:	Greg Wasiak	This is a Related Entity.	FALSE
Firm Name:	dauby o'connor & zaleski llc	DEI Designation?	FALSE
Address:	501 Congressional Blvd, Carmel, IN 46032		
Email:	gwasiak@dozllc.com	Phone:	(317) 819-6145
3. Consultant:		This is a Related Entity.	FALSE
Firm Name:		DEI Designation?	FALSE
Address:		Role:	
Email:		Phone:	
4. Management Entity:	TRG Management Company, LLP	This is a Related Entity.	TRUE
Firm Name:	TRG Management Company, LLP	DEI Designation?	FALSE
Address:	2200 North Commerce Parkway, Suite 100, Weston, FL 33326		
Email:	mallen@relatedgroup.com	Phone:	(305) 442-8628
5. Contractor:	Cory Maher	This is a Related Entity.	FALSE
Firm Name:	Legacy Construction Services, LLC	DEI Designation?	FALSE
Address:	23701 Miles Road, Cleveland, OH 44128		
Email:	cdm@legacy-construction.com	Phone:	216-297-2170
6. Architect:	Richard Funk	This is a Related Entity.	FALSE
Firm Name:	dbf Associates	DEI Designation?	FALSE
Address:	McLean, VA		
Email:	dan@dbfassociates.com	Phone:	(571) 239-7226
7. Real Estate Attorney:	Peter Liuzzo	This is a Related Entity.	FALSE
Firm Name:	Levitt & Boccio, LLP	DEI Designation?	FALSE
Address:	423 West 55th St., 8th Floor, New York, NY 10019		
Email:	pliuzzo@levittboccio.com	Phone:	(212) 801-3459
8. Mortgage Banker:	Ryne Johnson	This is a Related Entity.	FALSE
Firm Name:	Astoria, LLC	DEI Designation?	FALSE
Address:	Richmond, VA		
Email:	rynejohnson@astoriallc.com	Phone:	(804) 339-7205
9. Other:	Alyssa Dangler	This is a Related Entity.	FALSE
Firm Name:	Williams Mullen	DEI Designation?	FALSE
Address:	999 Waterside Drive, Norfolk, VA 23510	Role:	Local Counsel
Email:	adangler@williamsmullen.com	Phone:	(757) 629-0631

**F. REHAB INFORMATION**

**1. Acquisition Credit Information**

- a. Credits are being requested for existing buildings being acquired for development..... **TRUE**  
**Action:** If true, provide an electronic copy of the Existing Condition Questionnaire and Appraisal
- b. This development has received a previous allocation of credits..... **TRUE**  
 If so, when was the most recent year that this development received credits? .... **2008**
- c. The development has been provided an acknowledgement letter from Rural Development regarding its preservation priority?..... **FALSE**
- d. This development is an existing RD or HUD S8/236 development..... **FALSE**  
**Action:** (If True, provide required form in **TAB Q**)

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

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

**2. Ten-Year Rule For Acquisition Credits**

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

**F. REHAB INFORMATION**

**3. Rehabilitation Credit Information**

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

**G. NONPROFIT INVOLVEMENT**

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

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

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

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

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

**A. Nonprofit Involvement (All Applicants)**

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

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

**B. Type of involvement:**

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

or

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

**C. Identity of Nonprofit (All nonprofit applicants):**

The nonprofit organization involved in this development is:

Name:

Contact Person:

Street Address:

City:  State:  Zip:

Phone:  Contact Email:

G. NONPROFIT INVOLVEMENT

D. Percentage of Nonprofit Ownership (All nonprofit applicants):  
Specify the nonprofit entity's percentage ownership of the general partnership interest: 0.0%

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

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

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

Name of qualified nonprofit: \_\_\_\_\_

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

Name of Local Housing Authority \_\_\_\_\_

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

Action: Provide Homeownership Plan (TAB N)

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

**H. STRUCTURE AND UNITS INFORMATION**

**1. General Information**

a. Total number of <b>all</b> units in development	50	bedrooms	120
Total number of <b>rental</b> units in development	50	bedrooms	120
Number of low-income rental units	50	bedrooms	120
Percentage of rental units designated low-income	100.00%		
b. Number of new units:.....	0	bedrooms	0
Number of adaptive reuse units: .....	0	bedrooms	0
Number of rehab units:.....	50	bedrooms	120
c. If any, indicate number of planned exempt units (included in total of all units in development).....			0
d. Total Floor Area For The Entire Development.....			53,024.00 <small>(Sq. ft.)</small>
e. Unheated Floor Area (i.e. Breezeways, Balconies, Storage).....			0.00 <small>(Sq. ft.)</small>
f. Nonresidential Commercial Floor Area (Not eligible for funding).....			0.00
g. Total Usable Residential Heated Area.....			53,024.00 <small>(Sq. ft.)</small>
h. Percentage of Net Rentable Square Feet Deemed To Be <b>New Rental Space</b> .....			0.00%
i. Exact area of site in acres .....	5.410		
j. Locality has approved a final site plan or plan of development..... If <b>True</b> , Provide required documentation ( <b>TAB O</b> ).			FALSE
k. Requirement as of 2016: Site must be properly zoned for proposed development. <b>ACTION:</b> Provide required zoning documentation ( <b>MANDATORY TAB G</b> )			
l. Development is eligible for Historic Rehab credits.....			FALSE

**Definition:**

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

**H. STRUCTURE AND UNITS INFORMATION**

**2. UNIT MIX**

a. Specify the average size and number per unit type (as indicated in the Architect's Certification):

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

Unit Type	Average Sq Foot		# of LIHTC Units	Total Rental Units
Supportive Housing	0.00	SF	0	0
1 Story Eff - Elderly	0.00	SF	0	0
1 Story 1BR - Elderly	0.00	SF	0	0
1 Story 2BR - Elderly	0.00	SF	0	0
Eff - Elderly	0.00	SF	0	0
1BR Elderly	0.00	SF	0	0
2BR Elderly	0.00	SF	0	0
Eff - Garden	0.00	SF	0	0
1BR Garden	0.00	SF	0	0
2BR Garden	892.00	SF	2	2
3BR Garden	0.00	SF	0	0
4BR Garden	0.00	SF	0	0
2+ Story 2BR Townhouse	940.00	SF	28	28
2+ Story 3BR Townhouse	1246.00	SF	20	20
2+ Story 4BR Townhouse	0.00	SF	0	0
			50	50

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

**3. Structures**

- a. Number of Buildings (containing rental units)..... 10
- b. Age of Structure:..... 41 years
- c. Maximum Number of stories:..... 2
- d. The development is a scattered site development..... FALSE

e. Commercial Area Intended Use:

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

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

**H. STRUCTURE AND UNITS INFORMATION**

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

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

h. Development contains an elevator(s). FALSE  
 If true, # of Elevators. 0  
 Elevator Type (if known) \_\_\_\_\_

i. Roof Type ▶ Pitched  
 j. Construction Type ▶ Frame  
 k. Primary Exterior Finish ▶ Combination

**4. Site Amenities (indicate all proposed)**

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

l. Describe Community Facilities: The property has a playground, leasing office and basketball court

m. Number of Proposed Parking Spaces 104  
 Parking is shared with another entity FALSE

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

**H. STRUCTURE AND UNITS INFORMATION**

**5. Plans and Specifications**

- a. **Minimum submission requirements for all properties (new construction, rehabilitation and adaptive reuse):**
  - i. A location map with development clearly defined.
  - ii. Sketch plan of the site showing overall dimensions of all building(s), major site elements (e.g., parking lots and location of existing utilities, and water, sewer, electric, gas in the streets adjacent to the site). Contour lines and elevations are not required.
  - iii. Sketch plans of all building(s) reflecting overall dimensions of:
    - a. Typical floor plan(s) showing apartment types and placement
    - b. Ground floor plan(s) showing common areas
    - c. Sketch floor plan(s) of typical dwelling unit(s)
    - d. Typical wall section(s) showing footing, foundation, wall and floor structure
 Notes must indicate basic materials in structure, floor and exterior finish.
  
- b. The following are due at reservation for Tax Exempt 4% Applications and at allocation for 9% Applications.
  - i. Phase I environmental assessment.
  - ii. Physical needs assessment for any rehab only development.

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

**6. Market Study Data: (MANDATORY)**

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

Project Wide Capture Rate - LIHTC Units	2.60%
Project Wide Capture Rate - Market Units	
Project Wide Capture Rate - All Units	2.60%
Project Wide Absorption Period (Months)	N/A

**J. ENHANCEMENTS**

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

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

Certification and HERS Index score must be verified by a third-party, independent, non-affiliated, certified RESNET home energy rater.

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

**ACTION:** Provide RESNET rater certification (**TAB F**)

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

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

- |        |  |
|--------|--|
| FALSE  | a. A community/meeting room with a minimum of 749 square feet is provided.   |
| 0.00%  | b1. Percentage of brick covering the exterior walls.   |
| 50.00% | b2. Percentage of Fiber Cement Board or other similar low-maintenance material approved by the Authority covering exterior walls. Community buildings are to be included in percentage calculations. |
| FALSE  | c. Water expense is sub-metered (the tenant will pay monthly or bi-monthly bill).  |
| TRUE   | d. All faucets, toilets and showerheads in each bathroom are WaterSense labeled products.  |
| TRUE   | e. Rehab Only: Each unit is provided with the necessary infrastructure for high-speed internet/broadband service.  |
|        | f. <i>Not applicable for 2022 Cycles</i>   |
| FALSE  | g. Each unit is provided free individual high speed internet access.   |
|        | or   |
| TRUE   | h. Each unit is provided free individual WiFi access.  |
| FALSE  | i. Full bath fans are wired to primary light with delayed timer or has continuous exhaust by ERV/DOAS.   |
|        | or   |
| FALSE  | j. Full bath fans are equipped with a humidistat.  |
| FALSE  | k. Cooking surfaces are equipped with fire prevention features   |
|        | or   |
| TRUE   | l. Cooking surfaces are equipped with fire suppression features.   |
| FALSE  | m. Rehab only: Each unit has dedicated space, drain and electrical hook-ups to accept a permanently installed dehumidification system.   |
|        | or   |
| FALSE  | n. All Construction types: each unit is equipped with a permanent dehumidification system.   |
| FALSE  | o. All interior doors within units are solid core.   |
| FALSE  | p. Every kitchen, living room and bedroom contains, at minimum, one USB charging port.   |
| TRUE   | q. All kitchen light fixtures are LED and meet MDCR lighting guidelines.   |
| 0%     | r. Percentage of development's on-site electrical load that can be met by a renewable energy electric system (for the benefit of the tenants)  |
| FALSE  | s. New construction only: Each unit to have balcony or patio with a minimum depth of 5 feet clear from face of building and a minimum size of 30 square feet.  |

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

J. ENHANCEMENTS

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

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

2. Green Certification

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

The applicant will also obtain one of the following:

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

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

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

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

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

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

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

If not, please explain:



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

**I. UTILITIES**

1. Utilities Types:

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

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

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

Utilities	Enter Allowances by Bedroom Size				
	0-BR	1-BR	2-BR	3-BR	4-BR
Heating	0	0	0	0	0
Air Conditioning	0	0	0	0	0
Cooking	0	0	0	0	0
Lighting	0	0	108	132	0
Hot Water	0	0	0	0	0
Water	0	0	0	0	0
Sewer	0	0	0	0	0
Trash	0	0	0	0	0
Total utility allowance for costs paid by tenant	\$0	\$0	\$108	\$132	\$0

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

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

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

**K. SPECIAL HOUSING NEEDS**

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

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

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

**FALSE**

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

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

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

**FALSE**

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

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



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

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

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

**FALSE**

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

**FALSE**

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

**FALSE**

Supportive Housing (as described in the Tax Credit Manual)

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

**K. SPECIAL HOUSING NEEDS**

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

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

**3. Leasing Preferences**

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

Organization which holds waiting list: \_\_\_\_\_

Contact person: \_\_\_\_\_

Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

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

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

c. Specify the number of low-income units that will serve individuals and families with children by providing three or more bedrooms: **20**  
% of total Low Income Units **40%**

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

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

**4. Target Population Leasing Preference**

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

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

First Name: **Andrea**

Last Name: **Potts**

Phone Number: **(571) 269-9175**

Email: **summitoaksmgr@relatedgroup.com**

**K. SPECIAL HOUSING NEEDS**

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

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

**6. Rental Assistance**

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

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

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

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

**FALSE**

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

d. Number of units receiving assistance:   
 How many years in rental assistance contract?   
 Expiration date of contract:   
 There is an Option to Renew.....  **TRUE**

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

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

**L. UNIT DETAILS**

**1. Set-Aside Election:**

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

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

**a. Units Provided Per Household Type:**

Income Levels		
# of Units	% of Units	
0	0.00%	20% Area Median
0	0.00%	30% Area Median
0	0.00%	40% Area Median
25	50.00%	50% Area Median
25	50.00%	60% Area Median
0	0.00%	70% Area Median
0	0.00%	80% Area Median
0	0.00%	Market Units
50	100.00%	<b>Total</b>

Rent Levels		
# of Units	% of Units	
0	0.00%	20% Area Median
0	0.00%	30% Area Median
0	0.00%	40% Area Median
25	50.00%	50% Area Median
25	50.00%	60% Area Median
0	0.00%	70% Area Median
0	0.00%	80% Area Median
0	0.00%	Market Units
50	100.00%	<b>Total</b>

- b. The development plans to utilize average income..... **FALSE**  
 If true, should the points based on the units assigned to the levels above **be waived** and therefore not required for compliance?  
 20-30% Levels **FALSE**      40% Levels **FALSE**      50% levels **FALSE**

**2. Unit Detail**

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

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

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

	Unit Type (Select One)	Rent Target (Select One)	Number of Units	# of Units 504 compliant	Net Rentable Square Feet	Monthly Rent Per Unit	Total Monthly Rent
Mix 1	2 BR - 1 Bath	50% AMI	23		940.00	\$2,280.00	\$52,440
Mix 2	2 BR - 1 Bath	60% AMI	5		940.00	\$2,280.00	\$11,400
Mix 3	2 BR - 1 Bath	50% AMI	2		892.00	\$2,270.00	\$4,540
Mix 4	3 BR - 1 Bath	60% AMI	20		1246.00	\$2,955.00	\$59,100
Mix 5							\$0
Mix 6							\$0
Mix 7							\$0
Mix 8							\$0
Mix 9							\$0
Mix 10							\$0
Mix 11							\$0
Mix 12							\$0
Mix 13							\$0
Mix 14							\$0
Mix 15							\$0
Mix 16							\$0

L. UNIT DETAILS

Mix 17									\$0
Mix 18									\$0
Mix 19									\$0
Mix 20									\$0
Mix 21									\$0
Mix 22									\$0
Mix 23									\$0
Mix 24									\$0
Mix 25									\$0
Mix 26									\$0
Mix 27									\$0
Mix 28									\$0
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Mix 74									\$0
Mix 75									\$0
Mix 76									\$0
Mix 77									\$0

**L. UNIT DETAILS**

Mix 78							\$0
Mix 79							\$0
Mix 80							\$0
Mix 81							\$0
Mix 82							\$0
Mix 83							\$0
Mix 84							\$0
Mix 85							\$0
Mix 86							\$0
Mix 87							\$0
Mix 88							\$0
Mix 89							\$0
Mix 90							\$0
Mix 91							\$0
Mix 92							\$0
Mix 93							\$0
Mix 94							\$0
Mix 95							\$0
Mix 96							\$0
Mix 97							\$0
Mix 98							\$0
Mix 99							\$0
Mix 100							\$0
<b>TOTALS</b>			50	0			\$127,480

<b>Total Units</b>	<b>50</b>	<b>Net Rentable SF:</b>	<b>TC Units</b>	<b>53,024.00</b>
			<b>MKT Units</b>	<b>0.00</b>
			<b>Total NR SF:</b>	<b>53,024.00</b>

<b>Floor Space Fraction (to 7 decimals)</b>	<b>100.00000%</b>
---	-------------------

**M. OPERATING EXPENSES**

**Administrative:**

Use Whole Numbers Only!

1. Advertising/Marketing		\$119
2. Office Salaries		\$17,139
3. Office Supplies		\$350
4. Office/Model Apartment	(type _____ )	\$0
5. Management Fee		\$27,000
<u>1.81%</u> of EGI	<u>\$540.00</u> Per Unit	
6. Manager Salaries		\$29,758
7. Staff Unit (s)	(type _____ )	\$0
8. Legal		\$500
9. Auditing		\$8,500
10. Bookkeeping/Accounting Fees		\$0
11. Telephone & Answering Service		\$8,500
12. Tax Credit Monitoring Fee		\$1,841
13. Miscellaneous Administrative		\$1,480
<b>Total Administrative</b>		<b>\$95,187</b>

**Utilities**

14. Fuel Oil		\$0
15. Electricity		\$2,916
16. Water		\$22,500
17. Gas		\$0
18. Sewer		\$30,000
<b>Total Utility</b>		<b>\$55,416</b>

**Operating:**

19. Janitor/Cleaning Payroll		\$51,418
20. Janitor/Cleaning Supplies		\$9,714
21. Janitor/Cleaning Contract		\$1,912
22. Exterminating		\$1,166
23. Trash Removal		\$9,000
24. Security Payroll/Contract		\$0
25. Grounds Payroll		
26. Grounds Supplies		
27. Grounds Contract		\$10,000
28. Maintenance/Repairs Payroll		\$2,000
29. Repairs/Material		\$1,627
30. Repairs Contract		\$0
31. Elevator Maintenance/Contract		
32. Heating/Cooling Repairs & Maintenance		\$0
33. Pool Maintenance/Contract/Staff		\$0
34. Snow Removal		\$0
35. Decorating/Payroll/Contract		\$0
36. Decorating Supplies		\$0
37. Miscellaneous		\$4,400
<b>Totals Operating &amp; Maintenance</b>		<b>\$91,237</b>

**M. OPERATING EXPENSES**

**Taxes & Insurance**

38. Real Estate Taxes	\$123,072
39. Payroll Taxes	\$7,205
40. Miscellaneous Taxes/Licenses/Permits	\$30,000
41. Property & Liability Insurance	\$24,597
42. Fidelity Bond	\$0
43. Workman's Compensation	\$2,020
44. Health Insurance & Employee Benefits	\$11,000
45. Other Insurance	\$0
<b>Total Taxes &amp; Insurance</b>	<b>\$197,894</b>
<b>Total Operating Expense</b>	<b>\$439,734</b>

**Total Operating Expenses Per Unit** \$8,795 **C. Total Operating Expenses as % of EGI** 29.42%

**Replacement Reserves** (Total # Units X \$300 or \$250 New Const. Elderly Minimum) \$15,000

<b>Total Expenses</b>	<b>\$454,734</b>
-----------------------	------------------

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

**N. PROJECT SCHEDULE**

ACTIVITY	ACTUAL OR ANTICIPATED DATE	NAME OF RESPONSIBLE PERSON
<b>1. SITE</b>		
a. Option/Contract	9/20/2022	Developer
b. Site Acquisition	8/30/2023	Developer
c. Zoning Approval	3/31/2023	Developer
d. Site Plan Approval	3/31/2023	Developer
<b>2. Financing</b>		
<b>a. Construction Loan</b>		
i. Loan Application	12/31/2022	Owner
ii. Conditional Commitment		
iii. Firm Commitment	6/5/2023	VHDA
<b>b. Permanent Loan - First Lien</b>		
i. Loan Application	12/31/2022	Developer
ii. Conditional Commitment		
iii. Firm Commitment	6/5/2023	VHDA
<b>c. Permanent Loan-Second Lien</b>		
i. Loan Application		
ii. Conditional Commitment		
iii. Firm Commitment		
<b>d. Other Loans &amp; Grants</b>		
i. Type & Source, List		
ii. Application		
iii. Award/Commitment		
<b>2. Formation of Owner</b>	9/8/2022	Owner
<b>3. IRS Approval of Nonprofit Status</b>		
<b>4. Closing and Transfer of Property to Owner</b>	8/30/2023	Developer
<b>5. Plans and Specifications, Working Drawings</b>	2/1/2023	Architect
<b>6. Building Permit Issued by Local Government</b>	3/31/2023	GC
<b>7. Start Construction</b>	9/15/2023	Developer
<b>8. Begin Lease-up</b>		
<b>9. Complete Construction</b>	9/15/2024	Developer
<b>10. Complete Lease-Up</b>		
<b>11. Credit Placed in Service Date</b>	12/31/2024	Developer

**O. PROJECT BUDGET - HARD COSTS**

**Cost/Basis/Maximum Allowable Credit**

Complete cost column and basis column(s) as appropriate

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

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

		Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
		"30% Present Value Credit"		(D)
		(A) Cost	(B) Acquisition	(C) Rehab/ New Construction
<b>Must Use Whole Numbers Only!</b>				
<b>1. Contractor Cost</b>				
a. Unit Structures (New)	0	0	0	0
b. Unit Structures (Rehab)	4,000,000	0	4,000,000	0
c. Non Residential Structures	0	0	0	0
d. Commercial Space Costs	0	0	0	0
<input type="checkbox"/> e. Structured Parking Garage	0	0	0	0
<b>Total Structure</b>	4,000,000	0	4,000,000	0
f. Earthwork	0	0	0	0
g. Site Utilities	0	0	0	0
<input type="checkbox"/> h. Renewable Energy	0	0	0	0
i. Roads & Walks	0	0	0	0
j. Site Improvements	0	0	0	0
k. Lawns & Planting	0	0	0	0
l. Engineering	0	0	0	0
m. Off-Site Improvements	0	0	0	0
n. Site Environmental Mitigation	0	0	0	0
o. Demolition	0	0	0	0
p. Site Work	0	0	0	0
q. Other Site work	0	0	0	0
<b>Total Land Improvements</b>	0	0	0	0
<b>Total Structure and Land</b>	4,000,000	0	4,000,000	0
r. General Requirements	240,000	0	240,000	0
s. Builder's Overhead ( 2.0% Contract)	80,000	0	80,000	0
t. Builder's Profit ( 6.0% Contract)	240,000	0	240,000	0
u. Bonds	0	0	0	0
v. Building Permits	0	0	0	0
w. Special Construction	0	0	0	0
x. Special Equipment	0	0	0	0
y. Other 1: <input type="checkbox"/>	0	0	0	0
z. Other 2: <input type="checkbox"/>	0	0	0	0
aa. Other 3: <input type="checkbox"/>	0	0	0	0
<b>Contractor Costs</b>	<b>\$4,560,000</b>	<b>\$0</b>	<b>\$4,560,000</b>	<b>\$0</b>

**O. PROJECT BUDGET - OWNER COSTS**

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

Item	(A) Cost	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
		"30% Present Value Credit"		(D)
		(B) Acquisition	(C) Rehab/ New Construction	"70 % Present Value Credit"
<b>2. Owner Costs</b>				
a. Building Permit	75,000	0	75,000	0
b. Architecture/Engineering Design Fee \$1,000 /Unit)	50,000	0	50,000	0
c. Architecture Supervision Fee \$240 /Unit)	12,000	0	12,000	0
d. Tap Fees	0	0	0	0
e. Environmental	30,000	0	30,000	0
f. Soil Borings	0	0	0	0
g. Green Building (Earthcraft, LEED, etc.)	0	0	0	0
h. Appraisal	5,000	0	5,000	0
i. Market Study	5,000	0	5,000	0
j. Site Engineering / Survey	5,000	0	5,000	0
k. Construction/Development Mgt	0	0	0	0
l. Structural/Mechanical Study	0	0	0	0
m. Construction Loan Origination Fee	0	0	0	0
n. Construction Interest ( 5.2% for 12 months)	787,301	0	787,301	0
o. Taxes During Construction	123,072	0	123,072	0
p. Insurance During Construction	24,597	0	24,597	0
q. Permanent Loan Fee ( 0.0% )	211,538	0	0	0
r. Other Permanent Loan Fees	45,500	0	0	0
s. Letter of Credit	49,600	0	49,600	0
t. Cost Certification Fee	10,000	0	10,000	0
u. Accounting	0	0	0	0
v. Title and Recording	155,000	155,000	0	0
w. Legal Fees for Closing	262,500	0	97,500	0
x. Mortgage Banker	129,700	0	0	0
y. Tax Credit Fee	78,200			
z. Tenant Relocation	300,000	0	300,000	0
aa. Fixtures, Furnitures and Equipment	100,000	0	100,000	0
ab. Organization Costs	25,000	0	0	0
ac. Operating Reserve	333,093	0	0	0
ad. Contingency	610,617	0	610,617	0
ae. Security	0	0	0	0
af. Utilities	0	0	0	0

**O. PROJECT BUDGET - OWNER COSTS**

ag. Servicing Reserve	0			
(1) Other* specify: Replacement Reserve	15,000	0	0	0
(2) Other* specify: T&I Escrow	36,917	0	0	0
(3) Other* specify: Construction Inspections /	8,900	0	8,900	0
(4) Other* specify:	0	0	0	0
(5) Other * specify:	0	0	0	0
(6) Other* specify:	0	0	0	0
(7) Other* specify:	0	0	0	0
(8) Other* specify:	0	0	0	0
(9) Other* specify:	0	0	0	0
<b>Owner Costs Subtotal (Sum 2A..2(10))</b>	<b>\$3,488,535</b>	<b>\$155,000</b>	<b>\$2,293,587</b>	<b>\$0</b>
<b>Subtotal 1 + 2</b> (Owner + Contractor Costs)	<b>\$8,048,535</b>	<b>\$155,000</b>	<b>\$6,853,587</b>	<b>\$0</b>
<b>3. Developer's Fees</b> <b>Action:</b> Provide Developer Fee Agreement (Tab A)	2,313,000	0	2,313,000	0
<b>4. Owner's Acquisition Costs</b>				
Land	0			
Existing Improvements	15,500,000	15,500,000		
Subtotal 4:	\$15,500,000	\$15,500,000		
<b>5. Total Development Costs</b>				
Subtotal 1+2+3+4:	\$25,861,535	\$15,655,000	\$9,166,587	\$0

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

(Provide documentation at **Tab E**)

\$0	Land
\$0	Building

**Maximum Developer Fee:**

**\$2,313,883**

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

\$195 **Meets Limits**  
\$372

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

\$207,231 **Meets Limits**  
\$449,063

**P. ELIGIBLE BASIS CALCULATION**

Item	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):			
	(A) Cost	"30 % Present Value Credit"		(D) "70 % Present Value Credit"
		(B) Acquisition	(C) Rehab/ New Construction	
<b>1. Total Development Costs</b>	25,861,535	15,655,000	9,166,587	0
<b>2. Reductions in Eligible Basis</b>				
a. Amount of federal grant(s) used to finance qualifying development costs		0	0	0
b. Amount of nonqualified, nonrecourse financing		0	0	0
c. Costs of nonqualifying units of higher quality (or excess portion thereof)		0	0	0
d. Historic Tax Credit (residential portion)		0	0	0
<b>3. Total Eligible Basis (1 - 2 above)</b>		15,655,000	9,166,587	0
<b>4. Adjustment(s) to Eligible Basis (For non-acquisition costs in eligible basis)</b>				
a. For QCT or DDA (Eligible Basis x 30%) <i>State Designated Basis Boosts:</i>			2,749,976	0
b. For Revitalization or Supportive Housing (Eligible Basis x 30%)			0	0
c. For Green Certification (Eligible Basis x 10%)				0
<b>Total Adjusted Eligible basis</b>			11,916,563	0
<b>5. Applicable Fraction</b>		100.00000%	100.00000%	100.00000%
<b>6. Total Qualified Basis (Eligible Basis x Applicable Fraction)</b>		15,655,000	11,916,563	0
<b>7. Applicable Percentage</b>		4.00%	4.00%	4.00%
<i>(Beginning in 2021, All Tax Exempt requests should use the standard 4% rate and all 9% requests should use the standard 9% rate.)</i>				
<b>8. Maximum Allowable Credit under IRC §42 (Qualified Basis x Applicable Percentage)</b>		\$626,200	\$476,663	\$0
<b>(Must be same as BIN total and equal to or less than credit amount allowed)</b>		\$1,102,863 Combined 30% & 70% P. V. Credit		

**Q. SOURCES OF FUNDS**

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

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

	Source of Funds	Date of Application	Date of Commitment	Amount of Funds	Name of Contact Person
1.	Construction Loan	12/28/22		\$12,970,000	
2.					
3.					
Total Construction Funding:				\$12,970,000	

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

	Source of Funds	Date of Application	Date of Commitment	Amount of Funds	Annual Debt Service Cost	Interest Rate of Loan	Amortization Period IN YEARS	Term of Loan (years)
1.	First mortgage	12/28/2022		\$12,970,000	\$877,640	5.91%	35	25
2.								
3.								
4.								
5.								
6.								
7.								
8.								
9.								
10.								
Total Permanent Funding:				\$12,970,000	\$877,640			

**3. Grants:** List all grants provided for the development:

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

**Q. SOURCES OF FUNDS**

**4. Subsidized Funding**

	Source of Funds	Date of Commitment	Amount of Funds
1.			
2.			
3.			
4.			
5.			
Total Subsidized Funding			\$0

**5. Recap of Federal, State, and Local Funds**

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

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

Below-Market Loans

TE: See Below For 50% Test Status

a.	Tax Exempt Bonds	\$12,970,000
b.	RD 515	\$0
c.	Section 221(d)(3)	\$0
d.	Section 312	\$0
e.	Section 236	\$0
f.	Virginia Housing REACH Funds	\$0
g.	HOME Funds	\$0
h.	Choice Neighborhood	\$0
i.	National Housing Trust Fund	\$0
j.	Virginia Housing Trust Fund	\$0
k.	Other:	\$0
l.	Other:	\$0

Market-Rate Loans

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

Grants\*

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

Grants

c.	State	
d.	Local	
e.	Other:	

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

**Q. SOURCES OF FUNDS**

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

For purposes of the 50% Test, and based only on the data entered to this application, the portion of the aggregate basis of buildings and land financed with tax-exempt funds is: **52.25%**

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

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

\_\_\_\_\_  
\_\_\_\_\_

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

a. **FALSE** Real Estate Tax Abatement on the increase in the value of the development.

b. **FALSE** **New** project based subsidy from HUD or Rural Development for the greater of 5 or 10% of the units in the development.

c. **FALSE** Other \_\_\_\_\_

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

**R. EQUITY**

**1. Equity**

a. Portion of Syndication Proceeds Attributable to Historic Tax Credit					
Amount of Federal historic credits	\$0	x Equity \$	\$0.000	=	\$0
Amount of Virginia historic credits	\$0	x Equity \$	\$0.000	=	\$0
b. Equity that Sponsor will Fund:					
i. Cash Investment	\$0				
ii. Contributed Land/Building	\$0				
iii. Deferred Developer Fee	\$1,258,791	(Note: Deferred Developer Fee cannot be negative.)			
iv. Other: <u>Operations</u>	\$934,970				
<b>ACTION:</b> If Deferred Developer Fee is greater than 50% of overall Developer Fee, provide a cash flow statement showing payoff within 15 years at <b>TAB A.</b>					
<b>Equity Total</b>	<u>\$2,193,761</u>				

**2. Equity Gap Calculation**

a. Total Development Cost	\$25,861,535
b. Total of Permanent Funding, Grants and Equity	- <u>\$15,163,761</u>
c. Equity Gap	\$10,697,774
d. Developer Equity	- <u>\$1,070</u>
e. Equity gap to be funded with low-income tax credit proceeds	\$10,696,704

**3. Syndication Information (If Applicable)**

a. Actual or Anticipated Name of Syndicator:

Contact Person:  Phone:

Street Address:

City:  State:  Zip:

b. Syndication Equity

i. Anticipated Annual Credits	\$1,102,863.00
ii. Equity Dollars Per Credit (e.g., \$0.85 per dollar of credit)	\$0.970
iii. Percent of ownership entity (e.g., 99% or 99.9%)	99.99000%
iv. Syndication costs not included in Total Development Costs (e.g., advisory fees)	\$0
v. Net credit amount anticipated by user of credits	\$1,102,753
vi. Total to be paid by anticipated users of credit (e.g., limited partners)	\$10,696,704

c. Syndication:

d. Investors:

**4. Net Syndication Amount**

Which will be used to pay for Total Development Costs \$10,696,704

**5. Net Equity Factor**

Must be equal to or greater than 85% 97.0000242766%

**S. DETERMINATION OF RESERVATION AMOUNT NEEDED**

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

1. Total Development Costs		<u>\$25,861,535</u>
2. Less Total of Permanent Funding, Grants and Equity	-	<u>\$15,163,761</u>
3. Equals Equity Gap		<u>\$10,697,774</u>
4. Divided by Net Equity Factor (Percent of 10-year credit expected to be raised as equity investment)		<u>97.0000242766%</u>
5. Equals Ten-Year Credit Amount Needed to Fund Gap		<u>\$11,028,630</u>
Divided by ten years		<u>10</u>
6. Equals Annual Tax Credit Required to Fund the Equity Gap		<u>\$1,102,863</u>
7. Maximum Allowable Credit Amount (from Eligible Basis Calculation)		<u>\$1,102,863</u>
8. Requested Credit Amount	For 30% PV Credit:	<u>\$1,102,863</u>
	For 70% PV Credit:	<u>\$0</u>
Credit per LI Units	<u>\$22,057.2600</u>	
Credit per LI Bedroom	<u>\$9,190.5250</u>	
	<b>Combined 30% &amp; 70% PV Credit Requested</b>	<b>\$1,102,863</b>

9. **Action:** Provide Attorney’s Opinion (**Mandatory Tab H**)

**T. CASH FLOW**

**1. Revenue**

Indicate the estimated monthly income for the **Low-Income Units** (based on Unit Details tab):

Total Monthly Rental Income for LIHTC Units	\$127,480
Plus Other Income Source (list): <u>Late Fees, tenant damages</u>	\$947
Equals Total Monthly Income:	\$128,427
Twelve Months	x12
Equals Annual Gross Potential Income	\$1,541,124
Less Vacancy Allowance <u>3.0%</u>	\$46,234
<b>Equals Annual Effective Gross Income (EGI) - Low Income Units</b>	<b>\$1,494,890</b>

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

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

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

**3. Cash Flow (First Year)**

a. Annual EGI Low-Income Units	\$1,494,890
b. Annual EGI Market Units	\$0
c. Total Effective Gross Income	\$1,494,890
d. Total Expenses	\$454,734
e. Net Operating Income	\$1,040,157
f. Total Annual Debt Service	\$877,640
g. Cash Flow Available for Distribution	\$162,517

**T. CASH FLOW**

4. Projections for Financial Feasibility - 15 Year Projections of Cash Flow

	Stabilized Year 1	Year 2	Year 3	Year 4	Year 5
Eff. Gross Income	1,494,890	1,524,788	1,555,284	1,586,390	1,618,117
Less Oper. Expenses	454,734	468,376	482,427	496,900	511,807
Net Income	1,040,157	1,056,412	1,072,857	1,089,490	1,106,311
Less Debt Service	877,640	877,640	877,640	877,640	877,640
Cash Flow	162,517	178,772	195,217	211,850	228,671
Debt Coverage Ratio	1.19	1.20	1.22	1.24	1.26

	Year 6	Year 7	Year 8	Year 9	Year 10
Eff. Gross Income	1,650,480	1,683,489	1,717,159	1,751,502	1,786,532
Less Oper. Expenses	527,161	542,976	559,265	576,043	593,324
Net Income	1,123,319	1,140,514	1,157,894	1,175,459	1,193,208
Less Debt Service	877,640	877,640	877,640	877,640	877,640
Cash Flow	245,679	262,874	280,254	297,819	315,568
Debt Coverage Ratio	1.28	1.30	1.32	1.34	1.36

	Year 11	Year 12	Year 13	Year 14	Year 15
Eff. Gross Income	1,822,263	1,858,708	1,895,882	1,933,800	1,972,476
Less Oper. Expenses	611,124	629,458	648,341	667,792	687,825
Net Income	1,211,139	1,229,251	1,247,541	1,266,008	1,284,651
Less Debt Service	877,640	877,640	877,640	877,640	877,640
Cash Flow	333,499	351,611	369,901	388,368	407,011
Debt Coverage Ratio	1.38	1.40	1.42	1.44	1.46

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

**U. Building-by-Building Information**

**Must Complete**

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

Number of BINS: 9

Total Qualified Basis should equal total on Elig Basis Tab

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

Bldg #	BIN if known	NUMBER OF TAX CREDIT UNITS	MARKET RATE UNITS	Please help us with the process: <span style="color: red;">DO NOT use the CUT feature</span> <span style="color: red;">DO NOT SKIP LINES BETWEEN BUILDINGS</span>				30% Present Value Credit for Acquisition				30% Present Value Credit for Rehab / New Construction				70% Present Value Credit					
								Street Address 1	Street Address 2	City	State	Zip	Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	Estimate Qualified Basis
1.	VA0722001	6		10500, 02, 04, 06, 08, 10 Oak Bluff Court		Burke	VA	22015	\$1,878,600	08/31/24	4.00%	\$75,144	\$1,099,990	08/31/24	4.00%	\$44,000				\$0	
2.	VA0722002	6		10501, 03, 05, 07, 09, 11 Oak Bluff Court		Burke	VA	22015	\$1,878,600	08/31/24	4.00%	\$75,144	\$1,099,990	08/31/24	4.00%	\$44,000				\$0	
3.	VA0722003	4		10512, 15, 17, 19 Oak Bluff Court		Burke	VA	22015	\$1,252,400	08/31/24	4.00%	\$50,096	\$733,327	08/31/24	4.00%	\$29,333				\$0	
4.	VA0722004	8		10520, 22, 24, 26, 28, 30, 32, 34 Oak Bluff Court		Burke	VA	22015	\$2,504,800	08/31/24	4.00%	\$100,192	\$1,466,654	08/31/24	4.00%	\$58,666				\$0	
5.	VA0722005	6		10538, 40, 42, 44, 46, 48 Oak Bluff Court		Burke	VA	22015	\$1,878,600	08/31/24	4.00%	\$75,144	\$1,099,990	08/31/24	4.00%	\$44,000				\$0	
6.	VA0722006	4		10500, 01, 02, 03 Summit Oak Way		Burke	VA	22015	\$1,252,400	08/31/24	4.00%	\$50,096	\$733,327	08/31/24	4.00%	\$29,333				\$0	
7.	VA0722007	4		10504, 06, 08, 10 Summit Oak Way		Burke	VA	22015	\$1,252,400	08/31/24	4.00%	\$50,096	\$733,327	08/31/24	4.00%	\$29,333				\$0	
8.	VA0722008	6		10505, 07, 09, 11, 13, 15 Summit Oak Way		Burke	VA	22015	\$1,878,600	08/31/24	4.00%	\$75,144	\$1,099,990	08/31/24	4.00%	\$44,000				\$0	
9.	VA0722009	6		10533, 35, 37, 39, 41, 43 Oak Bluff Court		Burke	VA	22015	\$1,878,600	08/31/24	4.00%	\$75,144	\$1,099,990	08/31/24	4.00%	\$44,000				\$0	
10.																				\$0	
11.																				\$0	
12.																				\$0	
13.																				\$0	
14.																				\$0	
15.																				\$0	
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18.																				\$0	
19.																				\$0	
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25.																				\$0	
26.																				\$0	
27.																				\$0	
28.																				\$0	
29.																				\$0	
30.																				\$0	
31.																				\$0	
32.																				\$0	
33.																				\$0	
34.																				\$0	
35.																				\$0	
		50		0 If development has more than 35 buildings, contact Virginia Housing.																	
		Totals from all buildings							\$15,655,000				\$9,166,585			\$0					\$0
									\$626,200				\$366,663								\$0

Number of BINS: 9

**V. STATEMENT OF OWNER**

The undersigned hereby acknowledges the following:

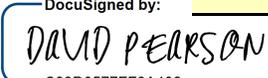
1. that, to the best of its knowledge and belief, all factual information provided herein or in connection herewith is true and correct, and all estimates are reasonable.
2. that it will at all times indemnify and hold harmless Virginia Housing and its assigns against all losses, costs, damages, Virginia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

V. STATEMENT OF OWNER

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

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

Legal Name of Owner: Summit Oaks Housing, L.P.

By:   
 Its: Vice President of General Partner

(Title)

V. STATEMENT OF ARCHITECT

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

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

Legal Name of Architect:	Daniel J deBettencourt
Virginia License#:	#5020
Architecture Firm or Company:	dBf Associates, Architects

By:  \_\_\_\_\_

Its: president  
(Title)

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

**W. LIHTC SELF SCORE SHEET**

**Self Scoring Process**

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

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

**MANDATORY ITEMS:**

	Included		Score
a. Signed, completed application with attached tabs in PDF format	Y	Y or N	0
b. Active Excel copy of application	Y	Y or N	0
c. Partnership agreement	Y	Y or N	0
d. SCC Certification	Y	Y or N	0
e. Previous participation form	Y	Y or N	0
f. Site control document	Y	Y or N	0
g. RESNET Certification	Y	Y or N	0
h. Attorney's opinion	Y	Y or N	0
i. Nonprofit questionnaire (if applicable)	Y	Y, N, N/A	0
j. Appraisal	Y	Y or N	0
k. Zoning document	Y	Y or N	0
l. Universal Design Plans	Y	Y or N	0
m. List of LIHTC Developments (Schedule A)	Y	Y or N	0
<b>Total:</b>			<b>0.00</b>

**1. READINESS:**

a. Virginia Housing notification letter to CEO (via Locality Notification Information App)	Y	0 or -50	0.00
b. Local CEO Opposition Letter	N	0 or -25	0.00
c. Plan of development	N	0 to 10	0.00
d. Location in a revitalization area based on Qualified Census Tract	N	0 or 10	0.00
e. Location in a revitalization area with resolution	N	0 or 15	0.00
f. Location in a Opportunity Zone	N	0 or 15	0.00
<b>Total:</b>			<b>0.00</b>

**2. HOUSING NEEDS CHARACTERISTICS:**

a. Sec 8 or PHA waiting list preference	N	0 or up to 5	0.00
b. Existing RD, HUD Section 8 or 236 program	N	0 or 20	0.00
c. Subsidized funding commitments	0.00%	Up to 40	0.00
d. Tax abatement on increase of property's value	N	0 or 5	0.00
e. New project based rental subsidy (HUD or RD)	N	0 or 10	0.00
f. Census tract with <12% poverty rate	3%	0, 20, 25 or 30	30.00
g. Development provided priority letter from Rural Development	N	0 or 15	0.00
h. Dev. located in area with increasing rent burdened population	N	Up to 20	0.00
<b>Total:</b>			<b>30.00</b>

3. DEVELOPMENT CHARACTERISTICS:

a. Enhancements (See calculations below)			40.00
b. Project subsidies/HUD 504 accessibility for 5 or 10% of units	N	0 or 50	0.00
or c. HUD 504 accessibility for 10% of units	N	0 or 20	0.00
d. Provides approved resident services or eligible childcare services	N	0 or 15	0.00
e. Provides telephonic or virtual health services	N	0 or 15	0.00
f. Proximity to public transportation (within Northern VA or Tidewater)	Y10	0, 10 or 20	10.00
g. Development will be Green Certified	N	0 or 10	0.00
h. Units constructed to meet Virginia Housing's Universal Design standards	0%	Up to 15	0.00
i. Developments with less than 100 low income units	Y	up to 20	20.00
j. Historic Structure eligible for Historic Rehab Credits	N	0 or 5	0.00
Total:			70.00

4. TENANT POPULATION CHARACTERISTICS:

	Locality AMI	State AMI		
	\$142,300	\$71,300		
a. Less than or equal to 20% of units having 1 or less bedrooms	Y	0 or 15	15.00	
b. <plus> Percent of Low Income units with 3 or more bedrooms	40.00%	Up to 15	15.00	
c. Units with rent and income at or below 30% of AMI and are not subsidized (up to 10% of LI units)	0.00%	Up to 10	0.00	
d. Units with rents at or below 40% of AMI (up to 10% of LI units)	0.00%	Up to 10	0.00	
e. Units with rent and income at or below 50% of AMI	50.00%	Up to 50	50.00	
f. Units with rents at or below 50% rented to tenants at or below 60% of AMI	50.00%	Up to 25	0.00	
or g. Units in LI Jurisdictions with rents <= 50% rented to tenants with <= 60% of AMI	50.00%	Up to 50	0.00	
Total:			80.00	

5. SPONSOR CHARACTERISTICS:

a. Experienced Sponsor - 1 development in Virginia	N	0 or 5	0.00
b. Experienced Sponsor - 3 developments in any state	Y	0 or 15	15.00
c. Developer experience - life threatening hazard	N	0 or -50	0.00
d. Developer experience - noncompliance	N	0 or -15	0.00
e. Developer experience - did not build as represented (per occurrence)	0	0 or -2x	0.00
f. Developer experience - failure to provide minimum building requirements (per occurrence)	0	0 or -50 per item	0.00
g. Developer experience - termination of credits by Virginia Housing	N	0 or -10	0.00
h. Developer experience - exceeds cost limits at certification	N	0 or -50	0.00
i. Socially Disadvantaged Principal owner 25% or greater	N	0 or 5	0.00
j. Management company rated unsatisfactory	N	0 or -25	0.00
k. Experienced Sponsor partnering with Local Housing Authority pool applicant	N	0 or 5	0.00
Total:			15.00

6. EFFICIENT USE OF RESOURCES:

a. Credit per unit		Up to 200	89.00
b. Cost per unit		Up to 100	100.00
Total:			189.00

7. BONUS POINTS:

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

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

**TOTAL SCORE:** **389.00**

**Enhancements:**

	Max Pts	Score
All units have:		
a. Community Room	5	0.00
b. Exterior walls constructed with brick and other low maintenance materials	40	20.00
c. Sub metered water expense	5	0.00
d. Watersense labeled faucets, toilets and showerheads	3	3.00
e. Rehab only: Infrastructure for high speed internet/broadband	1	1.00
f. N/A for 2022	0	0.00
g. Each unit provided free individual high speed internet access	10	0.00
h. Each unit provided free individual WiFi	12	12.00
i. Bath Fan - Delayed timer or continuous exhaust	3	0.00
j. Baths equipped with humidistat	3	0.00
k. Cooking Surfaces equipped with fire prevention features	4	0.00
l. Cooking surfaces equipped with fire suppression features	2	2.00
m. Rehab only: dedicated space to accept permanent dehumidification system	2	0.00
n. Provides Permanently installed dehumidification system	5	0.00
o. All interior doors within units are solid core	3	0.00
p. USB in kitchen, living room and all bedrooms	1	0.00
q. LED Kitchen Light Fixtures	2	2.00
r. % of renewable energy electric systems	10	0.00
s. New Construction: Balcony or patio	4	0.00
		<u>40.00</u>
All elderly units have:		
t. Front-control ranges	1	0.00
u. Independent/suppl. heat source	1	0.00
v. Two eye viewers	1	0.00
w. Shelf or Ledge at entrance within interior hallway	2	0.00
		<u>0.00</u>
<b>Total amenities:</b>		<u><b>40.00</b></u>

X. Development Summary

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

Deal Name: **Summit Oaks Apartments**

Cycle Type: 4% Tax Exempt Bonds Credits Requested Credit Amount: \$1,102,863  
 Allocation Type: 0 Jurisdiction: Fairfax County  
 Total Units: 50 Population Target: General  
 Total LI Units: 50  
 Project Gross Sq Ft: 53,024.00 Owner Contact: Zack Simmons  
 Green Certified? FALSE

**Total Score  
389.00**

Source of Funds	Amount	Per Unit	Per Sq Ft	Annual Debt Service
Permanent Financing	\$12,970,000	\$259,400	\$245	\$877,640
Grants	\$0	\$0		
Subsidized Funding	\$0	\$0		

Uses of Funds - Actual Costs				
Type of Uses	Amount	Per Unit	Sq Ft	% of TDC
Improvements	\$4,000,000	\$80,000	\$75	15.47%
General Req/Overhead/Profit	\$560,000	\$11,200	\$11	2.17%
Other Contract Costs	\$0	\$0	\$0	0.00%
Owner Costs	\$3,488,535	\$69,771	\$66	13.49%
Acquisition	\$15,500,000	\$310,000	\$292	59.93%
Developer Fee	\$2,313,000	\$46,260	\$44	8.94%
<b>Total Uses</b>	<b>\$25,861,535</b>	<b>\$517,231</b>		

Total Development Costs	
Total Improvements	\$8,048,535
Land Acquisition	\$15,500,000
Developer Fee	\$2,313,000
<b>Total Development Costs</b>	<b>\$25,861,535</b>

Proposed Cost Limit/Sq Ft: \$195  
 Applicable Cost Limit/Sq Ft: \$372  
 Proposed Cost Limit/Unit: \$207,231  
 Applicable Cost Limit/Unit: \$449,063

Income		
Gross Potential Income - LI Units		\$1,541,124
Gross Potential Income - Mkt Units		\$0
Subtotal		\$1,541,124
Less Vacancy %	3.00%	\$46,234
<b>Effective Gross Income</b>		<b>\$1,494,890</b>

Unit Breakdown	
Supp Hsg	0
# of Eff	0
# of 1BR	0
# of 2BR	30
# of 3BR	20
# of 4+ BR	0
<b>Total Units</b>	<b>50</b>

Rental Assistance? TRUE

Expenses		
Category	Total	Per Unit
Administrative	\$95,187	\$1,904
Utilities	\$55,416	\$1,108
Operating & Maintenance	\$91,237	\$1,825
Taxes & Insurance	\$197,894	\$3,958
<b>Total Operating Expenses</b>	<b>\$439,734</b>	<b>\$8,795</b>
Replacement Reserves	\$15,000	\$300
<b>Total Expenses</b>	<b>\$454,734</b>	<b>\$9,095</b>

	Income Levels	Rent Levels
	# of Units	# of Units
<=30% AMI	0	0
40% AMI	0	0
50% AMI	25	25
60% AMI	25	25
>60% AMI	0	0
Market	0	0

Cash Flow	
EGI	\$1,494,890
Total Expenses	\$454,734
<b>Net Income</b>	<b>\$1,040,157</b>
Debt Service	\$877,640
<b>Debt Coverage Ratio (YR1):</b>	<b>1.19</b>

Income Averaging? FALSE

Extended Use Restriction? 30

**Y. Efficient Use of Resources**

**Credit Points for 9% Credits:**

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

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

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

Combined Max	\$1,102,863
Credit Requested	\$1,102,863
% of Savings	0.00%
Sliding Scale Points	89

**Cost Points:**

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

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

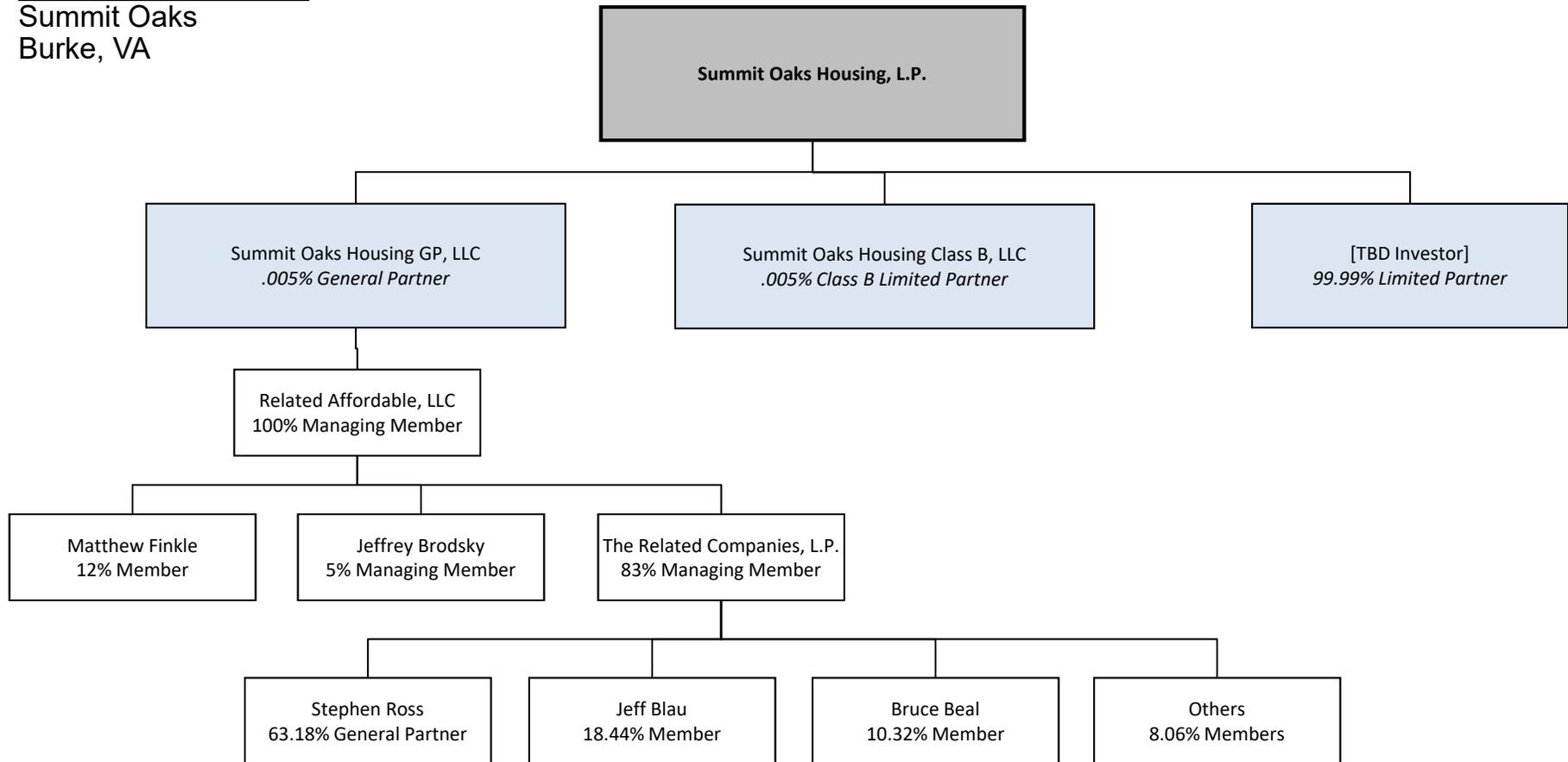
Total Costs Less Acquisition	\$10,361,535		
Total Square Feet	53,024.00		
Proposed Cost per SqFt	\$195.41		
Applicable Cost Limit per Sq Ft	\$372.00		
% of Savings	47.47%		
Total Units	50		
Proposed Cost per Unit	\$207,231		
Applicable Cost Limit per Unit	\$449,063		
% of Savings	53.85%		
Max % of Savings	53.85%	Sliding Scale Points	100.00

# Tab A:

Partnership or Operating Agreement, including chart of ownership structure with percentage of interests and Developer Fee Agreement (MANDATORY)

**PROPOSED OWNER**

Summit Oaks  
Burke, VA



## LIMITED PARTNERSHIP AGREEMENT

### SUMMIT OAKS HOUSING, L.P.

---

THE UNDERSIGNED are executing this Limited Partnership Agreement (this “Agreement”) for the purpose of forming Summit Oaks Housing, L.P., a New York limited partnership (the “Partnership”), pursuant to the provisions under Section 121-201 of the Revised Limited Partnership Act, (the “New York Act”), and do hereby state the following:

1. The undersigned agree to form the Partnership under the New York Act pursuant to this Agreement and the Certificate of Limited Partnership attached hereto and made a part hereof as Exhibit A, which Certificate is being filed with the office of the Department of State of New York in connection with the execution of this Agreement.

2. The Partnership is being formed for the purpose of engaging in any lawful act or activity for which limited partnerships may be formed under the New York Act, and engaging in any and all activities recurring, convenient, desirable or incidental to the foregoing.

3. The general partner of the Partnership is Summit Oaks Housing GP, LLC, a New York limited liability company (the “General Partner”). The limited partners of the Partnership are Summit Oaks Housing Class B, LLC, a New York limited liability company (the “Class B Limited Partner”) and RA Initial Partner, LLC, a Delaware limited liability company (the “Initial Limited Partner”); together with the General Partner and the Class B Limited Partner, collectively, the “Partners”).

4. The percentage interest of the Partners and their capital contributions are set forth on Schedule I attached hereto and made a part hereof.

5. Profits, losses and distributions will be allocated pro rata among the Partners in proportion to their capital contributions.

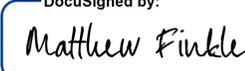
6. The Partners intend to replace this Agreement in due course with a definitive partnership agreement. Such action, as well as any interim amendments to this agreement, or any change in the ownership of the Partnership, will be evidenced by written agreement signed by the Partners. Pending any replacement or amendment of this agreement, the Partners intend the provisions of the New York Act to be controlling as to any matters not set forth in this Agreement.

*[Signature page follows immediately]*

Dated: September 8, 2022

**GENERAL PARTNER:**

**SUMMIT OAKS HOUSING GP, LLC**

By:    
 DocuSigned by:  
B8E2886FC3D44F3...  
Name: Matthew Finkle  
Title: Vice President

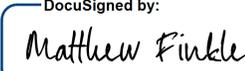
**CLASS B LIMITED PARTNER**

**SUMMIT OAKS HOUSING CLASS B, LLC**

By:    
 DocuSigned by:  
B8E2886FC3D44F3...  
Name: Matthew Finkle  
Title: Vice President

**INITIAL LIMITED PARTNER:**

**RA INITIAL PARTNER, LLC**

By:    
 DocuSigned by:  
B8E2886FC3D44F3...  
Name: Matthew Finkle  
Title: Vice President

**SCHEDULE I****GENERAL PARTNER**

<u>Name</u>	<u>Capital Contributions</u>	<u>Percentage</u>
Summit Oaks Housing GP, LLC c/o The Related Companies, L.P. 30 Hudson Yards, 72 <sup>nd</sup> Floor New York, NY 10001	\$0.005	0.005%

**CLASS B LIMITED PARTNER**

<u>Name</u>	<u>Capital Contributions</u>	<u>Percentage</u>
Summit Oaks Housing Class B, LLC c/o The Related Companies, L.P. 30 Hudson Yards, 72 <sup>nd</sup> Floor New York, NY 10001	\$0.005	0.005%

**INITIAL LIMITED PARTNER**

<u>Name</u>	<u>Capital Contributions</u>	<u>Percentage</u>
RA Initial Partner, LLC c/o The Related Companies, L.P. 30 Hudson Yards, 72 <sup>nd</sup> Floor New York, NY 10001	\$99.99	99.99%

**EXHIBIT A**

## DEVELOPMENT FEE AGREEMENT

**THIS DEVELOPMENT FEE AGREEMENT** (this “**Agreement**”) is made and entered into effective as of \_\_\_\_\_, 2023, by and between **SUMMIT OAKS DEVELOPER, LLC**, a New York limited liability company (the “**Developer**”), and **SUMMIT OAKS HOUSING, L.P.**, a New York limited partnership (the “**Partnership**”).

### WITNESSETH:

WHEREAS, the Partnership has been formed for the purposes, *inter alia*, of acquiring, financing, owning, rehabilitating and/or constructing, developing, maintaining, improving, operating, leasing and selling or otherwise disposing of certain real property located in Burke, Virginia together with all improvements, furnishings, equipment and personal property located thereon (together, the land and improvements are commonly known as “Summit Oaks” and will be collectively referred to as the “**Project**”), which Project is intended to be rented and managed in order that it will qualify, in part, for the low-income housing tax credit provided in Section 42 of the Internal Revenue Code of 1986, as amended (the “**Code**”);

WHEREAS, in order to effectuate the purposes for which it has been formed, the Partnership has engaged the services of the Developer with respect to overseeing the development of the Project for the Partnership; and

WHEREAS, the parties desire to enter into this Agreement that amends and restates in total any and all prior agreements and sets forth the obligations of, and the services to be performed by, the Developer and the compensation for such services.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

**Section 1. Obligations of the Developer.** The Developer shall have the following duties, to the extent they have not already been performed:

(a) to assist, advise and consult on the selection of and provide coordination and supervision of the architect and engineer in connection with the preparation of and any changes to the site plan for the Project and the renderings, drawings and specifications for construction/rehabilitation of Improvements (the “**Plans and Specifications**”);

(b) to be cognizant of and advise the Partnership with respect to any and all rules or regulations, city ordinances, including health and fire safety regulations, or any other requirements of law or governmental authorities applicable to the development and construction/rehabilitation of the Improvements and to coordinate the services of professionals in connection therewith;

(c) to assist, coordinate and supervise the obtaining of all necessary building permits and approvals for and in connection with the development and construction/rehabilitation of the Project;

(d) to consult, advise and assist in preparing a development and construction/rehabilitation budget and pro forma cash flow projections and coordinating professionals in connection therewith;

(e) to cooperate and coordinate with the construction/rehabilitation contractors appointed by the Partnership;

(f) to otherwise use commercially reasonable best efforts to coordinate, supervise and cause the development and construction/rehabilitation of the Project on a timely basis and within the contemplated budget;

(g) to record the progress on all of the foregoing, and, as requested, submit written progress reports to the Partnership; and

(h) to maintain or cause to be maintained at its sole cost and expense all off-site office and accounting facilities and equipment necessary to adequately perform all functions of Developer specified herein.

The Developer may retain the services of independent consultants, provided the Partnership shall have no responsibility to such independent parties.

**Section 2. Services Not Contemplated By This Agreement.** The Developer is not responsible for in any manner or form and shall not perform any of the following services, it being the understanding between the parties hereto that all such listed activities and services are the exclusive responsibility of the Partnership, the General Partner and/or consultants or others engaged by the Partnership:

(a) any services with respect to the acquisition of the land or buildings included in the Project or development of nonresidential improvements;

(b) services in connection with obtaining an allocation of Credits;

(c) any services in connection with obtaining commitments from and negotiating with any permanent lender to the Project;

(d) any services in connection with the syndication of the Partnership or placement of the equity from investor limited partners;

(e) any services with respect to the lease-up of the apartment units (such services already having been contemplated in the Management Agreement);

(f) any services in connection with the organizational structure of the Project and any entity with respect thereto or the organization of the Partnership; and

(g) any services in connection with obtaining any rental subsidies for the Project.

The Developer understands that it will not be paid and at no time will be due any amounts under this Agreement if and to the extent the Developer should perform any such services. In connection hereto, the Developer represents, warrants and covenants that, to the best of its knowledge, it has not performed and will not perform any of such services in connection with this Agreement and, in the event the Developer has performed or does perform any such services, it agrees that no compensation at any time payable to the Developer pursuant to this Agreement will be attributable to any such services.

**Section 3. Development Fee.** In consideration of the performance by the Developer of the development services described herein, the Partnership shall pay to the Developer a development fee (the “**Development Fee**”) in the amount set forth on Exhibit A attached hereto. The Partnership and the Developer acknowledge that specific portions of the Development Fee shall be earned by Developer as certain benchmarks are satisfied as more particularly described on Exhibit A, but in any event all of the Development Fee shall be earned upon Construction Completion (as defined in that certain Amended and Restated Agreement of Limited Partnership of the Partnership dated as of the date hereof (the “**Partnership Agreement**”)). [All amounts due and payable hereunder shall be paid as follows: (i) \$[ ] upon the payment of the Initial Installment (as defined in the Partnership Agreement), (ii) \$[ ] upon payment of the Completion Installment (as defined in the Partnership Agreement), (iii) \$[ ] upon the payment of the Stabilization Installment (as defined in the Partnership Agreement), (iv) \$[ ] upon the payment of the Final Installment (as defined in the Partnership Agreement), and (v) the remainder being deferred and paid pursuant to the provisions of the Partnership Agreement. For the avoidance of doubt, the parties agree that any amount of Development Fee that is deferred shall, consistent with the Partnership Agreement, be unconditionally payable on the fifteenth anniversary of Construction Completion and shall bear interest at the rate set forth in the Partnership Agreement.]<sup>1</sup>

**Section 4. Pledge of Development Fee.**

(a) In order to secure the obligations of The Related Companies, L.P., a New York limited partnership, under that certain guaranty dated as of the date hereof (the “**Guaranty**”), the Developer hereby pledges, assigns and grants to [LIHTC Investor], a \_\_\_\_\_]<sup>2</sup>, (the “**Investor Limited Partner**”), as collateral security for payment and performance of the General Partner’s obligations (“**Guaranteed Obligations**”) under the Partnership Agreement, and grants to the Investor Limited Partner a continuing security interest in, all right, title and interest in its rights to receive payment of any then outstanding balance of the Development Fee, including any then outstanding balance of the deferred portion of the Development Fee payable by the Partnership as set forth in the

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<sup>1</sup> [NTD]: Payable Development Fee amounts to be confirmed and incorporated.

<sup>2</sup> [NTD]: Tax Credit Investor to be confirmed and incorporated.

Partnership Agreement, and all proceeds, increases, additions, replacements and substitutions thereof of any nature whatsoever (the “Collateral”). Developer represents and warrants to the Investor Limited Partner that it has the authority and free and lawful right to pledge, assign and grant a security interest in the Collateral to the Investor Limited Partner and to vest in the Investor Limited Partner the security interest and lien created hereby and has not taken any action to create any claims or liens on such Collateral and there are no claims or other liens in the Collateral.

(b) Upon the occurrence and continuation of any breach or default, or event which, with the giving of notice or lapse of time, or both, would constitute a breach or default of the obligations of the General Partner to perform the Guaranteed Obligations secured by the Guaranty when and in the amount required under the Partnership Agreement, and such breach continues without cure for thirty (30) days following written notice thereof, the Investor Limited Partner shall, subject to the terms hereof, have all of the rights and remedies of a secured party under the Uniform Commercial Code as in effect in the State of New York (the “UCC”).

(c) If an event of default shall occur and be continuing under the Partnership Agreement as aforesaid, then, at the option of the Investor Limited Partner, all Guaranteed Obligations shall become immediately due and payable and the Investor Limited Partner may avail itself of all rights and remedies granted hereunder, and in any event, including, without limiting the generality of the foregoing, the right to sell, assign and deliver the Collateral or any part thereof, at public or private sale wherever the Investor Limited Partner may determine in good faith and at such prices as the Investor Limited Partner in good faith deems best. At any such sale the Investor Limited Partner shall have the right to purchase the Collateral, or any part thereof. The parties agree that written notice mailed to the Developer ten (10) business days prior to the date in which private sale or any other disposition of the Collateral will be made shall constitute reasonable notice (all other notices, demands, or advertisement of any kind being hereby expressly waived), but notice given in accordance with the UCC and in any other reasonable manner or at any other reasonable time shall be sufficient.

(d) Except as otherwise provided herein, all moneys which the Investor Limited Partner shall receive in accordance with the provisions hereof shall be applied (to the extent thereof), first to the payment of all costs and expenses incurred in connection with the administration and enforcement of, or the preservation of any rights under, the Guaranty or any of the reasonable expenses and disbursements of the Investor Limited Partner (including, without limitation, the reasonable fees and disbursements of its counsel and agents) in connection therewith; second to the payment and satisfaction of the Guaranteed Obligations; and third to the payment of any excess to the Guarantor.

(e) The remedies provided herein and in the Guaranty in favor of the Investor Limited Partner shall not be deemed exclusive, but shall be cumulative, and shall be in addition to all other remedies in favor of the Investor Limited Partner existing at law or in equity. Without limiting the foregoing, the Investor Limited Partner may exercise its rights with respect to a portion of the Collateral without then, theretofore or thereafter

exercising its rights with respect to any other portion of the Collateral, and may exercise any of its rights under the Guaranty without obligation to resort to other security.

**Section 5. Termination of Duties and Responsibilities of Developer.** The Developer shall have no further duties or obligations hereunder after Construction Completion (as defined in the Partnership Agreement) and, if applicable, completion of all punch list items. The Developer's duties, responsibilities and rights hereunder shall not be terminated by the Partnership except for "cause" as finally determined by a court of competent jurisdiction. For purposes hereof, "cause" shall mean fraud, dishonesty, reckless disregard for customary practices and intentional misconduct after at least 30 days' prior notice and opportunity to cure.

**Section 6. Miscellaneous.**

(a) This Agreement shall be binding upon the parties hereto and their respective successors and permitted assigns. This Agreement may not be assigned by any of the parties hereto without the written consent of the other party and the Developer may not assign or pledge its rights or its duties under this Agreement.

(b) The descriptive paragraph headings of this Agreement are inserted for convenience only and are not intended to and shall not be construed to limit, enlarge, or affect the scope or intent of this Agreement nor the meaning of any provision hereof.

(c) This Agreement and the rights and obligations of the parties hereto shall be governed and construed and enforced in accordance with the laws of the State of New York, without regard to principles of conflicts of laws. The parties agree and consent that venue for purposes of resolving any dispute or controversy relating to this Agreement shall be New York County, City and State of New York.

(d) This Agreement embodies the entire agreement and understanding between the parties relating to the subject matter hereof and supersedes all prior agreements and understandings related to such subject matter, and it is agreed that there are no terms, understandings, representations or warranties, express or implied, other than those set forth herein.

(e) This Agreement shall not be amended or modified in any respect without the prior written consent of each party hereto.

(f) No party hereto shall file or attempt to file this Agreement of record.

(g) This Agreement and the obligations of the Developer hereunder are solely for the benefit of the Partnership and its Partners and no benefits to third parties are intended.

(h) In the event any provision hereof is deemed to be unenforceable or against public policy, then such provision shall be deemed omitted from this Agreement and to the extent possible such provision shall be replaced with an enforceable provision which

corresponds with the spirit of the omitted provision, and no other provision of this Agreement shall be affected by such omission or unenforceability.

(i) The waiver by any party of any breach of this Agreement shall not operate or be construed to be a waiver of any subsequent breach.

(j) All capitalized terms herein shall have the same meanings as set forth in the Partnership Agreement, except as otherwise expressly set forth herein.

**Section 7. Notice.** All notices, demands and requests which may be given or which are required to be given by either party to the other shall be in writing and shall be deemed effective either: (a) on the date personally delivered to the address below, as evidenced by written receipt therefor, or when received by facsimile or email with receipt confirmed, whether or not actually received by the person to whom addressed; (b) on the third (3<sup>rd</sup>) Business Day after being sent, by certified or registered mail, return receipt requested, addressed to the intended recipient at the address specified below with a copy via telecopy or email; or (c) on the first (1<sup>st</sup>) Business Day after being deposited into the custody of a nationally recognized overnight delivery service such as FedEx, addressed to such party at the address specified below. For purposes of this Section 7, the addresses of the parties for all notices are as follows (unless changed by similar notice in writing given by the particular person whose address is to be changed):

If to the Developer:

SUMMIT OAKS DEVELOPER, LLC  
c/o Related Companies  
30 Hudson Yards, 72nd Floor  
New York, NY 10001  
Attn: Matthew Finkle  
Email: [MFinkle@Related.com](mailto:MFinkle@Related.com)

If to the Partnership:

SUMMIT OAKS HOUSING, L.P.  
c/o Related Companies  
30 Hudson Yards, 72nd Floor  
New York, NY 10001  
Attn: Matthew Finkle  
Email: [MFinkle@Related.com](mailto:MFinkle@Related.com)

**Section 8. Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed to be an original copy and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties shall not have signed the same counterpart.

**Section 9. Responsibilities of the Partnership.** In order for the Developer to perform duties described herein, the Partnership shall:

- (a) provide full information regarding its requirements for the Project;
- (b) designate a representative who shall be fully acquainted with the scope of the work and has authority to render decisions promptly and furnish information expeditiously; and
- (c) if the Partnership becomes aware of any fault or defect in the Project or nonconformance with any contract or other documents, it shall give prompt written notice thereof to the Developer.

**Section 10. Independent Contractor.** The parties hereto do not intend to create a partnership or any similar association for any purpose pursuant to this Agreement. The Developer shall be an independent contractor for all purposes.

**Section 11. Waiver of Jury Trial; Arbitration.** The parties agree that the provisions of Section [\_\_\_\_]<sup>3</sup> of the Partnership Agreement are incorporated herein by reference and shall apply to the parties and to this Agreement as though fully set forth herein. This Section is a material inducement for the Partnership to enter into this Agreement.

[NO FURTHER TEXT ON THIS PAGE]

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<sup>3</sup> [NTD]: Pertinent section reference under the Partnership Agreement to be confirmed and incorporated.

IN WITNESS WHEREOF, the parties have executed this Development Fee Agreement on the date and year first above written.

**DEVELOPER:**

**SUMMIT OAKS DEVELOPER, LLC**, a New York limited liability company

By: \_\_\_\_\_

Name: Matthew Finkle

Title: Vice President

**PARTNERSHIP:**

**SUMMIT OAKS HOUSING, L.P.**, a New York limited partnership

By: Summit Oaks Housing GP, LLC, a New York limited liability company, its General Partner

By: \_\_\_\_\_

Name: Matthew Finkle

Title: Vice President

**EXHIBIT A**  
**FEE SCHEDULE**

Total Development Fee \$[\_\_\_\_\_]<sup>4</sup> (subject to increase in accordance with [Section \_\_\_\_]<sup>5</sup> of the Partnership Agreement)

Earned in accordance with the following schedule (each term, as defined in the Partnership Agreement):

10% upon completion of the initial development and construction budget

10% upon completion of the initial site plan and unit floor plans

10% upon construction loan closing

30% upon 50% Construction Completion

40% upon Construction Completion

100%

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<sup>4</sup> [NTD]: To be confirmed and incorporated.

<sup>5</sup> [NTD]: To be confirmed and incorporated.

# **Tab B:**

Virginia State Corporation Commission Certification  
(MANDATORY)

# Commonwealth of Virginia



## STATE CORPORATION COMMISSION

Richmond, September 19, 2022

This certificate of registration to transact business in Virginia is this day issued for

### **Summit Oaks Housing, L.P.**

a limited partnership organized under the laws of New York, and that the said limited partnership is authorized to transact business in Virginia, subject to all Virginia laws applicable to the limited partnership and its business.



STATE CORPORATION COMMISSION

Attest:

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

Clerk of the Commission

# **Tab C:**

Principal's Previous Participation Certification  
(MANDATORY)

## Appendices continued

### Previous Participation Certification

Development Name Summit Oaks Apartments  
 Name of Applicant (entity) Summit Oaks Housing, L.P.

#### I hereby certify that:

1. All the statements made by me are true, complete and correct to the best of my knowledge and belief and are made in good faith, including the data contained in Schedule A and any statements attached to this certification.
2. ~~During any time that any of the participants were principals in any multifamily rental property, no property has been foreclosed upon, in default or assigned to the mortgage insurer (governmental or private); nor has mortgage relief by the mortgagee been given;~~ See Exhibit A
3. During any time that any of the participants were principals in any multifamily rental property, there has not been any breach by the owner of any agreements relating to the construction or rehabilitation, use, operation, management or disposition of the property, including removal from a partnership;
4. That at no time have any principals listed in this certification been required to turn in a property to the investor or have been removed from a multifamily rental property ownership structure;
5. ~~That to the best of my knowledge, there are no unresolved findings raised as a result of state or federal audits, management reviews or other governmental investigations concerning any multifamily rental property in which any of the participants were principals;~~ See Exhibit B
6. During any time that any of the participants were principals in any multifamily rental property, there has not been a suspension or termination of payments under any state or federal assistance contract for the property;
7. None of the participants has been convicted of a felony and is not presently, to my knowledge, the subject of a complaint or indictment charging a felony. A felony is defined as any offense punishable by imprisonment for a term exceeding one year, but does not include any offense classified as a misdemeanor under the laws of a state and punishable by imprisonment of two years or less;
8. None of the participants has been suspended, debarred or otherwise restricted by any federal or state governmental entity from doing business with such governmental entity; and
9. None of the participants has defaulted on an obligation covered by a surety or performance bond and has not been the subject of a claim under an employee fidelity bond.
10. None of the participants is a Virginia Housing employee or a member of the immediate household of any of its employees.
11. None of the participants is participating in the ownership of a multifamily rental housing property as of this date on which construction has stopped for a period in excess of 20 days or, in the case of a multifamily rental housing property assisted by any federal or state

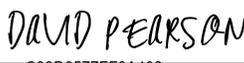
## Appendices continued

governmental entity, which has been substantially completed for more than 90 days but for which requisite documents for closing, such as the final cost certification, have not been filed with such governmental entity.

12. ~~None of the participants has been found by any federal or state governmental entity or court to be in noncompliance with any applicable civil rights, equal employment opportunity or fair housing laws or regulations.~~ See Exhibit C
13. None of the participants was a principal in any multifamily rental property which has been found by any federal or state governmental entity or court to have failed to comply with Section 42 of the Internal Revenue Code of 1986, as amended, during the period of time in which the participant was a principal in such property. This does not refer to corrected 8823's.
14. None of the participants is currently named as a defendant in a civil lawsuit arising out of their ownership or other participation in a multi-family housing development where the amount of damages sought by plaintiffs (i.e., the ad damnum clause) exceeds One Million Dollars (\$1,000,000).
15. None of the participants has pursued a Qualified Contract or planned foreclosure in Virginia after January 1, 2019.

Statements above (if any) to which I cannot certify have been deleted by striking through the words. In the case of any such deletion, I have attached a true and accurate statement to explain the relevant facts and circumstances.

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

DocuSigned by:  
  
 C93D0577FF8A402...  
 Signature

David Pearson  
 Printed Name

2/8/2023  
 Date (no more than 30 days prior to submission of the Application)

# Exhibit A

3.23.22

## Default Schedule – Past 15 Years

### Defaults and Foreclosures

#### 1. **Snowmass**

(a) In connection with the development of a mixed-use project in Snowmass, Colorado, an affiliate of The Related Companies, L.P. (“TRCLP”), Base Village Owner LLC (“BVO”), entered into a construction loan with Hypo Real Estate Capital Corporation (“Hypo”) and Dekabank Deutsche Girozentrale (“DDG”). In the third quarter of 2008, TRCLP’s equity partners in BVO ceased funding their share of project costs. TRCLP carried the entire cost of the project until March, 2009, at which time TRCLP turned to Hypo and DDG to restructure the existing loan. The loan balance at December 31, 2009 was approximately \$367,745,000. TRCLP had a limited payment guaranty of \$32,500,000. Hypo and DDG completed a non-judicial foreclosure procedure on November 16, 2011 and a receiver was appointed. The lenders commenced litigation claiming that TRCLP and Pat Smith owed \$200,000,000 under a payment guaranty and \$100,000,000 under a completion guaranty. In an additional action, the lender sought possession of \$32,550,000 in municipal bonds held by Related WestPac LLC. On March 26, 2012, Snowmass Acquisition Company LLC (“SAC”), a wholly-owned subsidiary of The Related Companies, L.P., entered into a settlement and acquisition agreement with Snowmass BV Holdco LLC, the current owner of Base Village (and owned by the bank group). SAC acquired Base Village and all litigation was settled on September 28, 2012.

(b) BVO entered into non-recourse mezzanine debt secured by a second mortgage with ARCap and American Mortgage Acceptance Company aggregating \$75,905,000. Although the debt did not mature, a default occurred when BVO stopped making interest payments to Hypo and DDG. These lenders pursued a UCC foreclosure. This loan was not recourse to TRCLP.

(c) Another affiliate of TRCLP, Snowmass Holding Company LLC, entered into a loan with GMAC Commercial Mortgage Bank. The loan balance at December 31, 2009 was approximately \$21,748,000. The loan matured on June 1, 2010 and the parties entered into a forbearance agreement and restructured the loan. On January 20, 2010, the maturity date was extended to June 1, 2012. This loan was refinanced with Cantor Commercial Real Estate on September 17, 2012. This loan is not recourse to TRCLP.

(d) Related WestPac was recourse on a \$15,200,000 letter of credit issued by US Bank to secure Series A Bonds issued by the Snowmass Base Village Metropolitan District (the “District”). The District was controlled by the Base Village Receiver, who obtained an extension of the letter of credit from US Bank until November 2014. As part of the extension, the Bonds were paid down to \$10,825,000 and made non-recourse to Related WestPac. TRCLP’s involvement in this project terminated as of December 20, 2016.

On October 13, 2022, the Court issued a final order granting Defendants’ Motion for Summary Judgment in its entirety.

#### 2. **Highland Park Associates, LLC and Highland Park Associates II, LLC**

Wilmington Trust, National Association (“Plaintiff”), as Trustee for the benefit of the Registered Holders of Wells Fargo Commercial Mortgage Trust 2017-C38, Commercial Mortgage Pass-Through Certificates, Series 2017-C38 (the “Trust”), by KeyBank, National Association (“KeyBank”), as Special Servicer obtained an entry of default judgment in the amount of \$25,731,708.90 against TRCLP’s affiliates, Highland Park Associates, LLC and Highland Park Associates II, LL. in connection with CMBS loan on a (previously) stabilized commercial property. Since acquisition of the completed property, tenancy and overall financial performance of this local/regional commercial center had been strong. However, in conjunction with the COVID-19 pandemic and resulting health/societal/commercial dislocations, numerous tenants at the property were no longer able to fulfill their leasehold obligations (temporarily unable to operate due to governmental restrictions, unable pay rent, and/or forced to permanently shutter their businesses). As a result, the previously stabilized and conservatively capitalized property, which prior to the pandemic had generated rental income well in excess of operating expenses and debt service payments, was left in a position whereby actual rental receipts were no longer sufficient to cover such amounts. The property will be sold at public auction at a date to be determined.

### 3. CityPlace Retail

On February 22, 2011, CityPlace Retail, LLC initiated the process of placing its \$150,000,000 loan with the special servicer, LNR Partners, LLC. Although the lenders commenced foreclosure proceedings in September 2011, the borrower restructured the loan and stopped the foreclosure action in December 2011 by obligating itself to pay an additional \$12,000,000 to service the loan. This loan is not recourse to TRCLP.

In February 2016, the Borrower again initiated the process of placing the Loan with the current special servicer, CIII Asset Management (“CIII”). On February 5, 2016 this transfer occurred and subsequent to the transfer, the Loan defaulted per the current waterfall for the February 2016 debt service payment and the Borrower received a notice of default on February 18, 2016. The Borrower subsequently entered into a Pre-Negotiation Agreement dated March 10, 2016 and over the last sixteen months entered into various forms of negotiation with CIII. On June 20, 2017, CIII agreed to reinstate the Loan with the requirement that the Borrower invest an additional \$5,000,000 into the property prior to the current maturity of December 18, 2018. The Loan was refinanced on December 21, 2018 and is non-recourse to TRCLP.

### 3. World Market Center - Phase 3

In connection with their development of Phase 3 of World Market Center in Las Vegas, Nevada, affiliates of TRCLP, WMCV Phase 3, LLC; WMC II Associates, LLC; and WMC III Associates, LLC (collectively, the "Borrower"), entered into a construction loan with Hypo Real Estate Capital Corporation on December 21, 2006 in the amount of \$488,000,000. The building was completed on time and under budget with an outstanding principal loan balance of \$456,565,465.82. The loan matured on December 21, 2009. TRCLP had a limited payment guarantee in the amount of \$21,686,000. Phases 1 and 2 of the project were also in payment default and with a special servicer. On May 3, 2011, all of the debt was sold to new investors who created a new entity, International Market Centers, L.P., which also acquired third party

assets. TRCLP invested in the new entity and received a limited partnership interest. TRCLP was not required to make any payments under its guaranty. TRCLP's involvement in this project terminated as of September 26, 2017.

#### 4. LR Development

(a) Arcade L.L.C., a 50/50 joint venture between an affiliate of TRCLP, LR Arcade L.L.C., and Global Hyatt Corporation ("Arcade") defaulted under a Construction Loan Agreement dated February 29, 2000 entered into between the prior developer of the property and LaSalle Bank National Association ("LaSalle"). TRCLP acquired numerous assets of the prior developer, including the interest in Arcade, when it formed LR Development Company LLC ("LR") as its Midwest office. Bank of America ("B of A") subsequently acquired LaSalle and with it, the Arcade construction loan. The original principal balance of the loan was \$33,300,000 and the property was performing poorly when TRCLP acquired the interest. Arcade paid the recourse obligations under the loan in the amount of \$19,050,000, leaving an outstanding non-recourse balance of \$14,250,000. The loan matured on October 31, 2007. B of A has asked TRCLP to assist with the marketing and sale of the subject property. TRCLP has made its best effort to locate a buyer and found one bidder, but a sale did not take place, in part because Global Hyatt Corporation was unwilling to modify its management agreement for the hotel, which agreement survives any sale or foreclosure. B of A commenced foreclosure proceedings and the foreclosure sale took place on September 12, 2011. The property was sold to a third party in February, 2012. This loan was not recourse to TRCLP.

(b) LR's affiliate, Shannon Partners, entered into a loan with Cole Taylor Bank in the amount of \$55,000,000 (the "Cole Taylor Loan"). The balance of the loan at December 31, 2009 was \$27,781,000. The loan matured on March 31, 2010. The Cole Taylor Loan was restructured whereby (i) the loan was paid down by \$5,000,000, (ii) the borrower executed a \$10,000,000 note with a three year maturity date and (iii) TRCLP provided an interest-only guaranty. The loan restructuring closed at the end of August, 2010. The loan matured on July 31, 2012. A foreclosure sale was completed on March 8, 2013.

(c) LR entered into a loan with New Century Bank in the amount of \$2,000,000. The loan had a balance of \$1,097,000 at December 31, 2009 and matured on February 1, 2010. The parties extended the maturity date to February 1, 2012. This loan has now been paid in full.

(d) Wilmington Trust, National Association ("Plaintiff"), as Trustee for the benefit of the Registered Holders of Wells Fargo Commercial Mortgage Trust 2017-C38, Commercial Mortgage Pass-Through Certificates, Series 2017-C38 (the "Trust"), by KeyBank, National Association ("KeyBank"), as Special Servicer obtained an entry of default judgment in the amount of \$25,731,708.90 against LR's affiliates, Highland Park Associates, L.L.C. and Highland Park Associates II, L.L.C. in connection with CMBS loan on a (previously) stabilized commercial property. Since acquisition of the completed property, tenancy and overall financial performance of this local/regional commercial center had been strong. However, in conjunction with the COVID-19 pandemic and resulting health/societal/commercial dislocations, numerous tenants at the property were no longer able to fulfill their leasehold obligations (temporarily unable to operate due to governmental restrictions, unable pay rent, and/or forced to permanently

shutter their businesses). As a result, the previously stabilized and conservatively capitalized property, which prior to the pandemic had generated rental income well in excess of operating expenses and debt service payments, was left in a position whereby actual rental receipts were no longer sufficient to cover such amounts. The property will be sold at public auction at a date to be determined.

#### 5. **Lehman Line of Credit**

Defaults under the \$75,000,000 revolving line of credit that TRCLP's affiliate, RCC Credit Facility II, Inc., had with Lehman, were waived when the line was restructured as a non-revolving, two-year, \$41,674,369 loan on June 15, 2010. The loan was repaid in full on August 9, 2011.

#### 6. **Borders Bankruptcy**

When Borders, Inc. filed for Chapter 11 bankruptcy reorganization on February 16, 2011, two loans were declared in default by Wilmington Trust Company, as Trustee for Wells Fargo Bank Northwest, N.A., as successor to First Security Bank, N.A. Both loans were part of securitized pools of Borders stores and were made to single purpose entities, Related Grosse Pointe, L.L.C. and Related Birmingham, L.L.C. These entities own the real estate for stand-alone Borders stores with triple net leases. The Grosse Pointe lease was rejected by Borders in February, 2011 and the Birmingham lease was rejected in September, 2011. The lender foreclosed on both sites. Related redeemed the Birmingham property out of foreclosure in March, 2012. The Birmingham property was sold to a third party in April, 2012. These loans were not recourse to TRCLP.

#### 7. **Crowley-Willits Retail**

On April 4, 2013, Crowley-Willits Retail, L.L.C. received a notice of default from CWC Capital Asset Management LLC as a result of the borrower's failure to make monthly payments. The outstanding principal amount of the loan is \$33,125,706 and TRCLP's guaranty amount is \$5,223,000. TRCLP negotiated with the Bank of Ann Arbor to refinance the loan and subsequently sold the property in the Spring of 2014.

#### 8. **Ninth Square**

In 1993, McCormack Baron Salazar, Inc. (MBS) and The Related Companies (Related) partnered to develop, own and manage the Ninth Square Apartments (Ninth Square) in New Haven, Connecticut (MBS and Related are co-GP's of Ninth Square Project Limited Partnership (Partnership)). Ninth Square is a 335-unit multifamily, mixed-income development with roughly 40,000 square feet of commercial space and two parking garages. Ninth Square is currently beyond its initial compliance period. MBS had primary responsibility over the development, and Related has primary responsibility over operations and management.

The overall development is split into two deals, both owned by the Partnership, one structured as a 9% LIHTC deal (the taxable portion) and one structured as a 4% LIHTC deal (the tax-exempt portion). Both also having the Connecticut Housing Finance Agency (CHFA) as the senior lender). As part of the original development, the City of New Haven and the Partnership

agreed to the abatement of real estate taxes. As anticipated in the original financing, the abatement fully expired in October of 2013. In 2011, Related and MBS initiated discussions with the City of New Haven, CHFA and Yale University to restructure the development financing, proposing a 4% LIHTC Acquisition/Rehab of the entire project that would have set a course for a long term financially-sustainable result.

After the expiration of the abatement in 2013, the combined project (the taxable and the tax-exempt) generated positive Net Operating Income (NOI) such that over the entirety of the project, there is sufficient positive cash flow to meet the Partnership's debt service obligations. But, separately, the taxable portion of the overall project did not generate sufficient NOI to meet its debt obligations and as of April 2015, the taxable portion had withheld its last four payments on the CHFA senior debt. CHFA issued a notice of default in April of 2015. The partners continued to operate the property in full compliance with all regulatory, regulatory, financial reporting and physical condition standards. In 2016, the parties agreed to negotiate a comprehensive Forbearance Agreement (FA) with the intention of pursuing a sale of the asset to a preservation buyer. The FA was signed as of February 28, 2017 and both parties worked in concert as per the agreement until the sale of the property on May 30, 2019.

#### **9. ERY Retail Podium LLC (20 HY)**

ERY Retail Podium LLC ("Borrower") failed to repay the total loan amount of \$1,275,143,300 on December 13, 2021 when due ("Specified Default"). On December 13, 2021, ERY Retail Podium LLC entered into a forbearance agreement with the Lender, Deutsche Bank AG. Lender will not exercise their rights and remedies under the loan documents until the earlier of (i) and occurrence of an Event of Default other than this Specified Default and (ii) March 11, 2022. On March 11, 2022 loan was extended to December 11, 2022.

#### **Default and Bankruptcy (Withdrawn)**

##### **Lehman Bankruptcy**

In connection with their ownership and development of a master planned community, on September 6, 2008, Tuxedo Reserve Owner LLC and Tuxedo TPA Owner LLC (collectively, "Tuxedo"), both affiliates of Related entered into loan agreements pursuant to which Lehman Commercial Paper, Inc. is the administrative agent and Lehman Brothers Holding, Inc. (collectively, "Lehman") is the sole lender. The loans were secured by, among other things, a pledge by another Related affiliate, Tuxedo Reserve Investment Partners, L.P., of its interests in the Tuxedo entities. Approximately \$58 million under the loan agreement were advanced and approximately \$69 million under the loan agreements were not advanced. In 2008, Lehman filed for bankruptcy in the U.S. Bankruptcy Court for the Southern District of New York. Since that filing, Lehman stopped funding under the loan agreements. Tuxedo asserted that Lehman has breached its obligations by failing to fund the unadvanced amounts; Lehman asserted that Tuxedo was obligated to pay the \$58 million which had been advanced. In November 2008, Tuxedo initially sought relief in the Bankruptcy Court, including an order authorizing Tuxedo to recoup the funding it has contributed to the project which should have been paid from advances of proceeds of the loans, for an order authorizing an additional lender to fulfill Lehman's

obligations and for the subordination of Lehman's interest in the loans to amounts funded by an additional lender. The parties engaged in settlement negotiations, as a result of which no hearing on Tuxedo's application was heard by the Bankruptcy Court and the application was withdrawn. The loan was restructured in May 2010 and extended for two years on a non-recourse basis to either Tuxedo or Related. Related paid Lehman \$17,500,000 in principal to extend the loan and remove Related from any future recourse on the loan. Tuxedo is proceeding with the pre-development process and received a one-year loan extension until May, 2013. Tuxedo acquired the loans in February 2014.

## **Exhibit B**

Question 5 - Properties owned in some capacity by The Related Companies, L.P., and/or managed by Related Management Company, L.P. are audited in the normal course of business pursuant to the requirements of the affordable housing programs in which they participate such as the Section 236 or Section-8 Project-Based Voucher program, or the Low Income Housing Tax Credit program. As a result, there are findings assessed by auditors which are timely addressed.

# **Exhibit C**

## **Addendum**

**United States of America v. Related Companies et al. (U.S.D.C., S.D.N.Y. 14 CV 1826 (SAS)).** This action was commenced by the United States against Related and several affiliates by the filing of a complaint on **March 17, 2014**, in the United States District Court for the Southern District of New York. In the complaint, plaintiff alleged that Related violated the Fair Housing Act (“FHA”) by not providing the necessary accessibility in various buildings which it owns and developed. Plaintiff sought injunctive relief requiring Related to retrofit building common areas and apartments in a manner so that they comply with the requirements of the FHA, requiring Related to design and construct any future buildings in compliance with the FHA, monetary damages in an unspecified amount and a civil penalty in an unspecified amount. On **December 10, 2014**, the matter settled with the execution of a **Consent Decree**, wherein Related agreed to pay a nominal penalty and comply with the remedies set forth above.

**Commonwealth of Massachusetts v. The Related Companies, Inc., Related Washington Heights, LLC, And Related Management Company, L.P. (Civil Action No. 1684-cv-02816).** The action was commenced against Related regarding the property known as Washington Heights following a fair housing complaint brought by tenants alleging that defendants unreasonably delayed and refused to make reasonable accommodations and modifications necessary to allow the tenants full use and enjoyment of the premises. On **January 26, 2017** the defendants, denying the allegations and without admitting fault, entered into a Judgment By Consent with the Commonwealth and agreed to meet a number of requirements including the creation of a Self-Assessment and Transition Plan for the property, the provision of trainings to Washington Heights residents on their rights as tenants, and the provision of a Fair Housing Summary to tenants, contractors, and other individuals involved in the rental or management of properties defendants own or manage in Massachusetts.

# **Tab D:**

List of LIHTC Developments (Schedule A)  
(MANDATORY)

# Appendices continued

## N. List of Developments (Schedule A)

### List of LIHTC Developments (Schedule A)

Development Name \_\_\_\_\_

Name of Applicant \_\_\_\_\_

**INSTRUCTIONS:**

1. A Schedule A is required for every individual that makes up the GP or Managing Member - does not apply to principals of publicly traded corporations.
2. For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
3. List only tax credit development experience for the past 15 years.
4. Use separate pages as needed, for each principal.

Principal's Name \_\_\_\_\_

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

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

# Appendices continued

	Development Name and Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
9.								
10.								
11.								
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Appendices continued

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

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

# List of LIHTC Developments (Schedule A)



Development Name: Summit Oaks Apartments

Name of Applicant: Summit Oaks Housing, L.P.

**INSTRUCTIONS:**

- 1 **A Schedule A is required for every individual that makes up the GP or Managing Member** - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2007 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: Matthew Finkle Controlling GP (CGP) or 'Named' Managing Member of Proposed property? <sup>N</sup> Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1	Woodlake - West Palm Beach, FL	Woodlake Preservation, LP - (212) 801-3738	N	224	224	2014	6/30/2015	N
2	Shawnee Village - Marion, IL	Shawnee Village Preservation, L.P. - (212) 801-3738	N	120	120	2014	4/20/2015	N
3	Fairview Homes - Newark, NJ	Fairview Homes Preservation, L.P. - (212) 801-3738	N	135	135	2016	9/6/2016	N
4	Riverwood - Colonial Beach, VA	Riverwood Preservation, L.P. - (212) 801-3738	N	83	83	2016	7/18/2016	N
5	Crossroads of Edina - Edina, MN	CR Edina Acquisition, LLC - (212) 801-3738	N	64	26	2016	9/11/2017	N
6	Oaks on Clark - San Antonio, TX	THF Oaks on Clark, LP - (212) 801-3738	N	80	80	2021	1/5/2022	N
7	Oaks on North Plaza - Austin, TX	Oaks on North Plaza, LP - (212) 801-3738	N	62	62	2020	12/22/2021	N
8	Fields Ertel Townhouses - Cincinnati, OH	Fields Ertel Preservation, L.P. - (212) 801-3738	N	55	54	2020	6/2/2021	N
9	Sumler Terrace - Norfolk, VA	Sumler Terrace Preservation, L.P. - (212) 801-3738	N	126	126	2018	9/4/2018	N
10	Marine Terrace - New York, NY	Marine Terrace Preservation, L.P. - (212) 801-3738	N	497	405	2018	2/12/2020	N
11	Garden Vista - Miami Gardens, FL	Garden Vista Preservation, L.P. - (212) 801-3738	N	150	149	2014	7/22/2016	N
12	Faust Landmark Apartments - Rockford, IL	Rockford Faust Limited Partnership - (212) 801-3738	N	200	200	2011	3/20/2012	N
13	Sycamore Ridge - Pennsauken, NJ	Sycamore Urban Renewal Associates LLC - (212) 801-3738	N	304	307	2014	5/29/2015	N
14	Marshall Field - Chicago, IL	Marshall Field Preservation, L.P. - (212) 801-3738	N	628	627	2017	9/5/2017	N
15	Sheridan Park - Chicago, IL	Sheridan Park Preservation, L.P. - (212) 801-3738	N	102	102	2013	4/30/2014	N
16	Creekwood Apartments - Morton, IL	Creekwood Preservation, L.P. - (212) 801-3738	N	104	104	2014	4/23/2015	N

ADD ADDITIONAL PROPERTIES USING NEXT TAB

# List of LIHTC Developments (Schedule A)



Development Name: Summit Oaks Apartments

Name of Applicant: Summit Oaks Housing, L.P.

**INSTRUCTIONS:**

- 1 **A Schedule A is required for every individual that makes up the GP or Managing Member** - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2007 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: Matthew Finkle Controlling GP (CGP) or 'Named' Managing Member of Proposed property? <sup>N</sup> Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
17	Country Village - Vienna, IL	Country Village Preservation, L.P. - (212) 801-3738	N	104	104	2014	5/8/2015	N
18	Sandburg Village - Galesburg, IL	Sandburg Preservation, L.P. - (212) 801-3738	N	128	128	2014	4/20/2015	N
19	Fernclyff North - Roanoke, VA	Fernclyff North Preservation, L.P. - (212) 801-3738	N	144	144	2016	10/4/2016	N
20	Fullerton Court - Chicago, IL	Fullerton Preservation, L.P. - (212) 801-3738	N	196	196	2016	5/9/2016	N
21	Olde English Village - Gardner, MA	Olde English Village Preservation, L.P. - (212) 801-3738	N	200	200	2016	6/9/2017	N
22	Peterson Plaza - Chicago, IL	Peterson Plaza Preservation, L.P. - (212) 801-3738	N	189	189	2016	5/18/2017	N
23	Crossroads of Shoreview - Shoreview, MN	CR Shoreview Acquisition, LLC - (212) 801-3738	N	44	44	2016	5/3/2017	N
24	Woodland Towers - Collinsville, IL	Woodland Towers Preservation, L.P. - (212) 801-3738	N	104	102	2017	1/25/2018	N
25	Crossroads of East Ravenswood - Chicago, IL	East Ravenswood Preservation, L.P. - (212) 801-3738	N	124	121	2017	3/2/2018	N
26	State Street - Milwaukee, WI	1425 W State Street Acquisition, LLC - (212) 801-3738	N	51	51	2017	6/13/2017	N
27	Gates Manor - Wilmette, IL	Gates Manor Preservation, L.P. - (212) 801-3738	N	51	51	2017	3/2/2018	N
28	Garden House of River Oaks II - Calumet City, IL	GH River Oaks II Preservation, L.P. - (212) 801-3738	N	145	143	2017	5/15/2018	N
29	Garden House of Park Forest - Park Forest, IL	GH Park Forest Preservation, L.P. - (212) 801-3738	N	145	144	2017	5/8/2018	N
30	Bloomington Apartments - Chicago, IL	Bloomington Preservation, L.P. - (212) 801-3738	N	111	111	2018	3/26/2018	N
31	Clarendon Court - Chicago, IL	Clarendon Court Preservation, L.P. - (212) 801-3738	N	152	152	2019	3/13/2020	N

# List of LIHTC Developments (Schedule A)



Development Name: Summit Oaks Apartments

Name of Applicant: Summit Oaks Housing, L.P.

**INSTRUCTIONS:**

- 1 **A Schedule A is required for every individual that makes up the GP or Managing Member** - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2007 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: Matthew Finkle Controlling GP (CGP) or 'Named' Managing Member of Proposed property? <sup>N</sup> Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
32	Park Bluff - Milwaukee, WI	Park Bluff Acquisition, LLC - (212) 801-3738	N	186	186	2018	5/16/2019	N
33	Campbell Terrace - Chicago, IL	Campbell Terrace Preservation, L.P. - (212) 801-3738	N	249	249	2020	3/15/2021	N
34	Van Buren Park Apartments - Chicago, IL	Van Buren Preservation, L.P. - (212) 801-3738	N	300	300	2018	3/26/2018	N
35	Branford Manor - Groton, CT	Branford Manor Preservation, L.P. - (212) 801-3738	N	442	441	2018	10/8/2019	N
36	Loring Towers (MA) - Salem, MA	Loring Towers Salem Preservation, LP - (212) 801-3738	N	250	250	2008	1/19/2010	N
37	All Hallows - San Francisco, CA	All Hallows Preservation, LP - (212) 801-3738	N	157	63	2007	8/11/2010	Y
38	Bayview - San Francisco, CA	Bayview Preservation, LP - (212) 801-3738	N	146	59	2008	8/11/2010	Y
39	La Salle - San Francisco, CA	La Salle Preservation, LP - (212) 801-3738	N	145	58	2008	2/9/2010	N
40	La Vista - Concord, CA	La Vista Preservation, LP - (212) 801-3738	N	75	75	2008	3/29/2010	N
41	Panorama Park - Bakersfield, CA	Panorama Park Preservation, LP - (212) 801-3738	N	66	66	2008	11/18/2009	N
42	Shoreview - San Francisco, CA	Shoreview Preservation, LP - (212) 801-3738	N	156	63	2008	9/7/2010	Y
43	Van Nuys - Los Angeles, CA	Van Nuys Preservation, LP - (212) 801-3738	N	299	297	2008	2/29/2012	N
44	San Juan Del Centro - Boulder, CO	CHC San Juan Del Centro Preservation, LP - (212) 801-3738	N	150	149	2006	10/20/2008	N
45	Round Barn Manor - Champaign, IL	Round Barn Manor Preservation, LP - (212) 801-3738	N	156	156	2007	12/13/2010	N
46	Riverwoods - Kankakee, IL	Riverwoods Preservation, LP - (212) 801-3738	N	125	125	2008	8/25/2011	N
47	Fountain Place - Connersville, IN	Fountain Place Preservation, LP - (212) 801-3738	N	102	102	2008	10/4/2010	N

ADD ADDITIONAL PROPERTIES USING NEXT TAB

# List of LIHTC Developments (Schedule A)



Development Name: Summit Oaks Apartments

Name of Applicant: Summit Oaks Housing, L.P.

**INSTRUCTIONS:**

- 1 **A Schedule A is required for every individual that makes up the GP or Managing Member** - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2007 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: Matthew Finkle Controlling GP (CGP) or 'Named' Managing Member of Proposed property? <sup>N</sup> Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
48	Ruscombe Gardens - Baltimore, MD	Chateau Foghorn, LP - (212) 801-3738	N	150	150	2008	8/18/2008	N
49	Hopkins Village - Baltimore, MD	Hopkins Village Preservation, LP - (212) 801-3738	N	165	165	2008	5/10/2010	N
50	Kirkwood House - Baltimore, MD	Kirkwood House Preservation, LP - (212) 801-3738	N	261	261	2010	3/3/2011	N
51	New Baltimore - New Baltimore, MI	New Baltimore Senior Preservation, LP - (212) 801-3738	N	101	101	2007	1/29/2009	N
52	Beacon Hill - Hillsdale, MI	Beacon Hill Preservation Limited Dividend Housing Association Limited Partnership - (212) 801-3738	N	198	198	2008	3/14/2012	N
53	Butternut Creek - Charlotte, MI	Butternut Creek Preservation Limited Dividend Housing Association, LP - (212) 801-3738	N	100	100	2008	3/27/2012	N
54	Tompkins Terrace - Beacon, NY	Tompkins Terrace Preservation, LP - (212) 801-3738	N	193	193	2008	5/5/2010	N
55	Walnut Hills - Cincinnati, OH	Walnut Hills Preservation, LP - (212) 801-3738	N	198	198	2008	9/1/2010	N
56	Washington Square West - Philadelphia, PA	Washington Square West Preservation, LP - (212) 801-3738	N	132	132	2005	9/13/2007	N
57	San Jose - San Antonio, TX	San Jose Preservation, LP - (212) 801-3738	N	220	220	2006	2/20/2009	N
58	Ingram Square - San Antonio, TX	Ingram Square Preservation, LP - (212) 801-3738	N	120	120	2008	8/25/2011	N
59	Crevenna Oaks - Burke, VA	Crevenna Oaks Preservation, LP - (212) 801-3738	N	50	50	2008	7/1/2009	N
60	Summit Oaks - Burke, VA	Summit Oaks Preservation, LP - (212) 801-3738	N	50	47	2008	7/1/2009	N
61	Cutler Hammock - Miami, FL	Cutler Hammock Preservation, L.P. - (212) 801-3738	N	262	262	2007	11/9/2007	N

# List of LIHTC Developments (Schedule A)



Development Name: Summit Oaks Apartments

Name of Applicant: Summit Oaks Housing, L.P.

**INSTRUCTIONS:**

- 1 **A Schedule A is required for every individual that makes up the GP or Managing Member** - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2007 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: Matthew Finkle Controlling GP (CGP) or 'Named' Managing Member of Proposed property? <sup>N</sup> Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
62	Woodsdale Oaks - Lauderdale Lakes, FL	Woodsdale Oaks Preservation, L.P. - (212) 801-3738	N	172	172	2007	11/8/2007	N
63	MORH Housing - Oakland, CA	MORH Community Partners, LP - (212) 801-3738	N	126	126	2016	9/28/2017	N
64	Oak Center - Oakland, CA	Oak Center Community Partners, LP - (212) 801-3738	N	77	77	2016	1/3/2018	N
65	Northgate Terrace - Oakland, CA	Northgate Terrace Community Partners, LP - (212) 801-3738	N	201	199	2016	11/3/2017	N
66	Crossroads of New Brighton - New Brighton, MN	CR New Brighton Acquisition, LLC - (212) 801-3738	N	172	172	2016	4/4/2017	N
67	Victory-Fiedler - Staten Island, NY	Related Victory-Fiedler, LLC - (212) 801-3738	N	39	38	2013	7/23/2014	N
68	Oxford House - Decatur, IL	Oxford House Apartments Preservation, L.P. - (212) 801-3738	N	156	156	2011	11/7/2012	N
69	Parkway Gardens - Chicago, IL	Parkway Gardens Preservation, L.P. - (212) 801-3738	N	694	694	2011	11/21/2013	N
70	Phoenix Towers - Bloomington, IL	Phoenix Towers Preservation, L.P. - (212) 801-3738	N	158	158	2012	3/11/2014	N
71	Westminster Village - Lowell, MA	Westminster Preservation, L.P. - (212) 801-3738	N	432	420	2011	4/1/2013	N
72	Walker Mews - Baltimore, MD	Walker Mews Preservation, L.P. - (212) 801-3738	N	167	166	2008	2/10/2009	N
73	Vantage 78 - Charlotte, NC	Vantage 78 Preservation, L.P. - (212) 801-3738	N	168	168	2011	3/20/2012	N
74	Capitol Green - Albany, NY	Central Towers Preservation, L.P. - (212) 801-3738	N	308	298	2007	3/27/2008	N
75	Caroline - New York, NY	Caroline Apartments Preservation, L.P. - (212) 801-3738	N	126	123	2008	4/3/2009	N
76	Riverview II - Yonkers, NY	Riverview II Preservation L.P. - (212) 801-3738	N	343	331	2008	2/18/2010	N

# List of LIHTC Developments (Schedule A)



Development Name: Summit Oaks Apartments

Name of Applicant: Summit Oaks Housing, L.P.

**INSTRUCTIONS:**

- 1 **A Schedule A is required for every individual that makes up the GP or Managing Member** - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2007 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Matthew Finkle

**Controlling GP (CGP) or 'Named' Managing Member of Proposed property?\*** <sup>N</sup> Y or N

**Principal's Name:**

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
77	New Horizons - New York, NY	New Horizons Preservation, L.P. - (212) 801-3738	N	48	45	2011	11/25/2011	N
78	Parkside Commons - Syracuse, NY	Parkside Commons Preservation, L.P. - (212) 801-3738	N	393	393	2009	4/13/2011	N
79	Southeast Towers - Middletown, NY	Southeast Towers Preservation, L.P. - (212) 801-3738	N	107	104	2013	3/28/2014	N
80	Woodman West - Glen Allen, VA	Woodman West Preservation, L.P. - (212) 801-3738	N	197	196	2008	5/19/2009	N
81	Oak Park VA - Salem, VA	Oak Park VA Preservation, L.P. - (212) 801-3738	N	144	140	2008	5/5/2010	N
82	Treemont Village - Buena Vista, VA	Treemont Village Preservation, L.P. - (212) 801-3738	N	60	60	2010	10/13/2011	N
83	Fernclyff South - Roanoke, VA	Fernclyff South Preservation, L.P. - (212) 801-3738	N	84	84	2011	4/4/2012	N
84	London Oaks - Portsmouth, VA	London Oaks Preservation, L.P. - (212) 801-3738	N	296	295	2010	7/13/2012	N
85	Newman Village - Richmond, VA	Newman Village Preservation, L.P. - (212) 801-3738	N	99	99	2010	12/21/2011	N
86	Ashley Oaks - Richmond, VA	Woodcroft Village Preservation, L.P. - (212) 801-3738	N	250	250	2011	11/30/2011	N
87	Westwood Village - Roanoke, VA	Westwood Village Preservation, L.P. - (212) 801-3738	N	113	113	2011	12/21/2011	N
88	Willow Woods - Radford, VA	Willow Woods Preservation, L.P. - (212) 801-3738	N	144	140	2012	12/12/2013	N
89	Riverwalk I - Homestead, FL	Riverwalk I Preservation, L.P. - (212) 801-3738	N	123	123	2008	3/17/2009	N
90	Cutler Riverside - Miami, FL	Cutler Riverside Preservation, L.P. - (212) 801-3738	N	200	200	2009	5/13/2009	N
91	Royal Coast - Palmetto Bay, FL	Royal Coast Preservation, L.P. - (212) 801-3738	N	174	174	2011	5/28/2013	N

# List of LIHTC Developments (Schedule A)



Development Name: Summit Oaks Apartments

Name of Applicant: Summit Oaks Housing, L.P.

**INSTRUCTIONS:**

- 1 **A Schedule A is required for every individual that makes up the GP or Managing Member** - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2007 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: Matthew Finkle Controlling GP (CGP) or 'Named' Managing Member of Proposed property? N Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
92	Summerset Family - St. Augustine, FL	Summerset Family, LLC - (212) 801-3738	N	84	84	2006	8/29/2007	N
93	Summerset Senior - St. Augustine, FL	Summerset Senior, LLC - (212) 801-3738	N	132	132	2006	8/29/2007	N
94	Fern - East Orange, NJ	Fern Preservation Urban Renewal, L.P. - (212) 801-3738	N	205	204	2011	4/16/2012	N
95	Armory Plaza - White Plains, NY	Armory Plaza Preservation, L.P. - (212) 801-3738	N	52	51	2007	12/30/2008	N
96	Greenport - Far Rockaway, NY	Greenport Preservation, L.P. - (212) 801-3738	N	366	354	2009	1/14/2011	N
97	North Park - New York, NY	North Park Preservation, L.P. - (212) 801-3738	N	123	122	2011	6/28/2012	N
98	Terrific Tenements - New York, NY	Clinton Housing Preservation, L.P. - (212) 801-3738	N	88	88	2010	8/2/2011	N

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

**1st PAGE**  
**TOTAL:** 16,847 16,269

**LIHTC as % of**  
**97% Total Units**

# List of LIHTC Developments (Schedule A)



Development Name: Summit Oaks Apartments

Name of Applicant: Summit Oaks Housing, L.P.

**INSTRUCTIONS:**

- 1 **A Schedule A is required for every individual that makes up the GP or Managing Member** - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2007 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: Jeffrey Brodsky Controlling GP (CGP) or 'Named' Managing Member of Proposed property? <sup>N</sup> Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1	Marshall Field - Chicago, IL	Marshall Field Preservation, L.P. - (212) 801-3738	N	628	627	2017	9/5/2017	N
2	Sheridan Park - Chicago, IL	Sheridan Park Preservation, L.P. - (212) 801-3738	N	102	102	2013	4/30/2014	N
3	Woodlake - West Palm Beach, FL	Woodlake Preservation, LP - (212) 801-3738	N	224	224	2014	6/30/2015	N
4	Creekwood Apartments - Morton, IL	Creekwood Preservation, L.P. - (212) 801-3738	N	104	104	2014	4/23/2015	N
5	Country Village - Vienna, IL	Country Village Preservation, L.P. - (212) 801-3738	N	104	104	2014	5/8/2015	N
6	Sandburg Village - Galesburg, IL	Sandburg Preservation, L.P. - (212) 801-3738	N	128	128	2014	4/20/2015	N
7	Shawnee Village - Marion, IL	Shawnee Village Preservation, L.P. - (212) 801-3738	N	120	120	2014	4/20/2015	N
8	Ferncliff North - Roanoke, VA	Ferncliff North Preservation, L.P. - (212) 801-3738	N	144	144	2016	10/4/2016	N
9	Fullerton Court - Chicago, IL	Fullerton Preservation, L.P. - (212) 801-3738	N	196	196	2016	5/9/2016	N
10	Fairview Homes - Newark, NJ	Fairview Homes Preservation, L.P. - (212) 801-3738	N	135	135	2016	9/6/2016	N
11	Riverwood - Colonial Beach, VA	Riverwood Preservation, L.P. - (212) 801-3738	N	83	83	2016	7/18/2016	N
12	Olde English Village - Gardner, MA	Olde English Village Preservation, L.P. - (212) 801-3738	N	200	200	2016	6/9/2017	N
13	Peterson Plaza - Chicago, IL	Peterson Plaza Preservation, L.P. - (212) 801-3738	N	189	189	2016	5/18/2017	N
14	Crossroads of Shoreview - Shoreview, MN	CR Shoreview Acquisition, LLC - (212) 801-3738	N	44	44	2016	5/3/2017	N
15	Woodland Towers - Collinsville, IL	Woodland Towers Preservation, L.P. - (212) 801-3738	N	104	102	2017	1/25/2018	N

ADD ADDITIONAL PROPERTIES USING NEXT TAB

# List of LIHTC Developments (Schedule A)



Development Name: Summit Oaks Apartments

Name of Applicant: Summit Oaks Housing, L.P.

## INSTRUCTIONS:

- 1 **A Schedule A is required for every individual that makes up the GP or Managing Member** - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2007 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: Jeffrey Brodsky Controlling GP (CGP) or 'Named' Managing Member of Proposed property? <sup>N</sup> Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
16	Crossroads of East Ravenswood - Chicago, IL	East Ravenswood Preservation, L.P. - (212) 801-3738	N	124	121	2017	3/2/2018	N
17	State Street - Milwaukee, WI	1425 W State Street Acquisition, LLC - (212) 801-3738	N	51	51	2017	6/13/2017	N
18	Gates Manor - Wilmette, IL	Gates Manor Preservation, L.P. - (212) 801-3738	N	51	51	2017	3/2/2018	N
19	Garden House of River Oaks II - Calumet City, IL	GH River Oaks II Preservation, L.P. - (212) 801-3738	N	145	143	2017	5/15/2018	N
20	Crossroads of Edina - Edina, MN	CR Edina Acquisition, LLC - (212) 801-3738	N	64	26	2016	9/11/2017	N
21	Garden House of Park Forest - Park Forest, IL	GH Park Forest Preservation, L.P. - (212) 801-3738	N	145	144	2017	5/8/2018	N
22	Oaks on Clark - San Antonio, TX	THF Oaks on Clark, LP - (212) 801-3738	N	80	80	2021	1/5/2022	N
23	Oaks on North Plaza - Austin, TX	Oaks on North Plaza, LP - (212) 801-3738	N	62	62	2020	12/22/2021	N
24	Fields Ertel Townhouses - Cincinnati, OH	Fields Ertel Preservation, L.P. - (212) 801-3738	N	55	54	2020	6/2/2021	N
25	Bloomington Apartments - Chicago, IL	Bloomington Preservation, L.P. - (212) 801-3738	N	111	111	2018	3/26/2018	N
26	Sumler Terrace - Norfolk, VA	Sumler Terrace Preservation, L.P. - (212) 801-3738	N	126	126	2018	9/4/2018	N
27	Clarendon Court - Chicago, IL	Clarendon Court Preservation, L.P. - (212) 801-3738	N	152	152	2019	3/13/2020	N
28	Park Bluff - Milwaukee, WI	Park Bluff Acquisition, LLC - (212) 801-3738	N	186	186	2018	5/16/2019	N
29	Campbell Terrace - Chicago, IL	Campbell Terrace Preservation, L.P. - (212) 801-3738	N	249	249	2020	3/15/2021	N
30	Van Buren Park Apartments - Chicago, IL	Van Buren Preservation, L.P. - (212) 801-3738	N	300	300	2018	3/26/2018	N

ADD ADDITIONAL PROPERTIES USING NEXT TAB

# List of LIHTC Developments (Schedule A)



Development Name: Summit Oaks Apartments

Name of Applicant: Summit Oaks Housing, L.P.

**INSTRUCTIONS:**

- 1 **A Schedule A is required for every individual that makes up the GP or Managing Member** - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2007 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: Jeffrey Brodsky Controlling GP (CGP) or 'Named' Managing Member of Proposed property? <sup>N</sup> Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
31	Marine Terrace - New York, NY	Marine Terrace Preservation, L.P. - (212) 801-3738	N	497	405	2018	2/12/2020	N
32	Branford Manor - Groton, CT	Branford Manor Preservation, L.P. - (212) 801-3738	N	442	441	2018	10/8/2019	N
33	Loring Towers (MA) - Salem, MA	Loring Towers Salem Preservation, LP - (212) 801-3738	N	250	250	2008	1/19/2010	N
34	All Hallows - San Francisco, CA	All Hallows Preservation, LP - (212) 801-3738	N	157	63	2007	8/11/2010	Y
35	Bayview - San Francisco, CA	Bayview Preservation, LP - (212) 801-3738	N	146	59	2008	8/11/2010	Y
36	La Salle - San Francisco, CA	La Salle Preservation, LP - (212) 801-3738	N	145	58	2008	2/9/2010	N
37	La Vista - Concord, CA	La Vista Preservation, LP - (212) 801-3738	N	75	75	2008	3/29/2010	N
38	Panorama Park - Bakersfield, CA	Panorama Park Preservation, LP - (212) 801-3738	N	66	66	2008	11/18/2009	N
39	Shoreview - San Francisco, CA	Shoreview Preservation, LP - (212) 801-3738	N	156	63	2008	9/7/2010	Y
40	Van Nuys - Los Angeles, CA	Van Nuys Preservation, LP - (212) 801-3738	N	299	297	2008	2/29/2012	N
41	San Juan Del Centro - Boulder, CO	CHC San Juan Del Centro Preservation, LP - (212) 801-3738	N	150	149	2006	10/20/2008	N
42	Round Barn Manor - Champaign, IL	Round Barn Manor Preservation, LP - (212) 801-3738	N	156	156	2007	12/13/2010	N
43	Riverwoods - Kankakee, IL	Riverwoods Preservation, LP - (212) 801-3738	N	125	125	2008	8/25/2011	N
44	Fountain Place - Connersville, IN	Fountain Place Preservation, LP - (212) 801-3738	N	102	102	2008	10/4/2010	N
45	Ruscombe Gardens - Baltimore, MD	Chateau Foghorn, LP - (212) 801-3738	N	150	150	2008	8/18/2008	N

# List of LIHTC Developments (Schedule A)



Development Name: Summit Oaks Apartments

Name of Applicant: Summit Oaks Housing, L.P.

**INSTRUCTIONS:**

- 1 **A Schedule A is required for every individual that makes up the GP or Managing Member** - does not apply to principals of publicly traded corporations.
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Jeffrey Brodsky

**Controlling GP (CGP) or 'Named' Managing Member of Proposed property?\*** <sup>N</sup> Y or N

**Principal's Name:**

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
46	Hopkins Village - Baltimore, MD	Hopkins Village Preservation, LP - (212) 801-3738	N	165	165	2008	5/10/2010	N
47	Kirkwood House - Baltimore, MD	Kirkwood House Preservation, LP - (212) 801-3738	N	261	261	2010	3/3/2011	N
48	New Baltimore - New Baltimore, MI	New Baltimore Senior Preservation, LP - (212) 801-3738	N	101	101	2007	1/29/2009	N
49	Beacon Hill - Hillsdale, MI	Beacon Hill Preservation Limited Dividend Housing Association Limited Partnership - (212) 801-3738	N	198	198	2008	3/14/2012	N
50	Butternut Creek - Charlotte, MI	Butternut Creek Preservation Limited Dividend Housing Association, LP - (212) 801-3738	N	100	100	2008	3/27/2012	N
51	Tompkins Terrace - Beacon, NY	Tompkins Terrace Preservation, LP - (212) 801-3738	N	193	193	2008	5/5/2010	N
52	Walnut Hills - Cincinnati, OH	Walnut Hills Preservation, LP - (212) 801-3738	N	198	198	2008	9/1/2010	N
53	Washington Square West - Philadelphia, PA	Washington Square West Preservation, LP - (212) 801-3738	N	132	132	2005	9/13/2007	N
54	San Jose - San Antonio, TX	San Jose Preservation, LP - (212) 801-3738	N	220	220	2006	2/20/2009	N
55	Ingram Square - San Antonio, TX	Ingram Square Preservation, LP - (212) 801-3738	N	120	120	2008	8/25/2011	N
56	Crevenna Oaks - Burke, VA	Crevenna Oaks Preservation, LP - (212) 801-3738	N	50	50	2008	7/1/2009	N
57	Summit Oaks - Burke, VA	Summit Oaks Preservation, LP - (212) 801-3738	N	50	47	2008	7/1/2009	N
58	MORH Housing - Oakland, CA	MORH Community Partners, LP - (212) 801-3738	N	126	126	2016	9/28/2017	N
59	Oak Center - Oakland, CA	Oak Center Community Partners, LP - (212) 801-3738	N	77	77	2016	1/3/2018	N

ADD ADDITIONAL PROPERTIES USING NEXT TAB

# List of LIHTC Developments (Schedule A)



Development Name: Summit Oaks Apartments

Name of Applicant: Summit Oaks Housing, L.P.

**INSTRUCTIONS:**

- 1 **A Schedule A is required for every individual that makes up the GP or Managing Member** - does not apply to principals of publicly traded corporations.
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- 4 Use separate pages as needed, for each principal.

Principal's Name: Jeffrey Brodsky Controlling GP (CGP) or 'Named' Managing Member of Proposed property? <sup>N</sup> Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
60	Northgate Terrace - Oakland, CA	Northgate Terrace Community Partners, LP - (212) 801-3738	N	201	199	2016	11/3/2017	N
61	Tyler House - Washington, DC	Tyler House Associates 2012, LLC - (212) 801-3738	N	284	284	2013	4/20/2016	N
62	Garden Vista - Miami Gardens, FL	Garden Vista Preservation, L.P. - (212) 801-3738	N	150	149	2014	7/22/2016	N
63	Faust Landmark Apartments - Rockford, IL	Rockford Faust Limited Partnership - (212) 801-3738	N	200	200	2011	3/20/2012	N
64	Crossroads of New Brighton - New Brighton, MN	CR New Brighton Acquisition, LLC - (212) 801-3738	N	172	172	2016	4/4/2017	N
65	Sycamore Ridge - Pennsauken, NJ	Sycamore Urban Renewal Associates LLC - (212) 801-3738	N	304	307	2014	5/29/2015	N
66	Victory-Fiedler - Staten Island, NY	Related Victory-Fiedler, LLC - (212) 801-3738	N	39	38	2013	7/23/2014	N
67	River Run - New Haven, CT	River Run Preservation, L.P. - (212) 801-3738	N	141	141	2012	5/13/2013	N
68	Summerset Family - St. Augustine, FL	Summerset Family, LLC - (212) 801-3738	N	84	84	2006	8/29/2007	N
69	Summerset Senior - St. Augustine, FL	Summerset Senior, LLC - (212) 801-3738	N	132	132	2006	8/29/2007	N

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

1st PAGE  
TOTAL: 11,020 10,511

LIHTC as % of  
95% Total Units

# List of LIHTC Developments (Schedule A)



Development Name: Summit Oaks Apartments

Name of Applicant: Summit Oaks Housing, L.P.

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Principal's Name: Stephen M. Ross Controlling GP (CGP) or 'Named' Managing Member of Proposed property? Y Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1	Marshall Field - Chicago, IL	Marshall Field Preservation, L.P. - (212) 801-3738	Y	628	627	2017	9/5/2017	N
2	Marina Vista - Buffalo, NY	Watergate II Properties, L.P. - (212) 801-3738	Y	200	175	2020	7/26/2021	N
3	Sheridan Park - Chicago, IL	Sheridan Park Preservation, L.P. - (212) 801-3738	Y	102	102	2013	4/30/2014	N
4	Woodlake - West Palm Beach, FL	Woodlake Preservation, LP - (212) 801-3738	Y	224	224	2014	6/30/2015	N
5	Creekwood Apartments - Morton, IL	Creekwood Preservation, L.P. - (212) 801-3738	Y	104	104	2014	4/23/2015	N
6	Country Village - Vienna, IL	Country Village Preservation, L.P. - (212) 801-3738	Y	104	104	2014	5/8/2015	N
7	Sandburg Village - Galesburg, IL	Sandburg Preservation, L.P. - (212) 801-3738	Y	128	128	2014	4/20/2015	N
8	Shawnee Village - Marion, IL	Shawnee Village Preservation, L.P. - (212) 801-3738	Y	120	120	2014	4/20/2015	N
9	Fernclyff North - Roanoke, VA	Fernclyff North Preservation, L.P. - (212) 801-3738	Y	144	144	2016	10/4/2016	N
10	Fullerton Court - Chicago, IL	Fullerton Preservation, L.P. - (212) 801-3738	Y	196	196	2016	5/9/2016	N
11	Fairview Homes - Newark, NJ	Fairview Homes Preservation, L.P. - (212) 801-3738	Y	135	135	2016	9/6/2016	N
12	Riverwood - Colonial Beach, VA	Riverwood Preservation, L.P. - (212) 801-3738	Y	83	83	2016	7/18/2016	N
13	Olde English Village - Gardner, MA	Olde English Village Preservation, L.P. - (212) 801-3738	Y	200	200	2016	6/9/2017	N
14	Peterson Plaza - Chicago, IL	Peterson Plaza Preservation, L.P. - (212) 801-3738	Y	189	189	2016	5/18/2017	N
15	Crossroads of Shoreview - Shoreview, MN	CR Shoreview Acquisition, LLC - (212) 801-3738	Y	44	44	2016	5/3/2017	N

# List of LIHTC Developments (Schedule A)



Development Name: Summit Oaks Apartments

Name of Applicant: Summit Oaks Housing, L.P.

**INSTRUCTIONS:**

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Principal's Name: Stephen M. Ross Controlling GP (CGP) or 'Named' Managing Member of Proposed property? Y Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
16	Woodland Towers - Collinsville, IL	Woodland Towers Preservation, L.P. - (212) 801-3738	Y	104	102	2017	1/25/2018	N
17	Crossroads of East Ravenswood - Chicago, IL	East Ravenswood Preservation, L.P. - (212) 801-3738	Y	124	121	2017	3/2/2018	N
18	State Street - Milwaukee, WI	1425 W State Street Acquisition, LLC - (212) 801-3738	Y	51	51	2017	6/13/2017	N
19	Gates Manor - Wilmette, IL	Gates Manor Preservation, L.P. - (212) 801-3738	Y	51	51	2017	3/2/2018	N
20	Garden House of River Oaks II - Calumet City, IL	GH River Oaks II Preservation, L.P. - (212) 801-3738	Y	145	143	2017	5/15/2018	N
21	Crossroads of Edina - Edina, MN	CR Edina Acquisition, LLC - (212) 801-3738	Y	64	26	2016	9/11/2017	N
22	Garden House of Park Forest - Park Forest, IL	GH Park Forest Preservation, L.P. - (212) 801-3738	Y	145	144	2017	5/8/2018	N
23	Oaks on Clark - San Antonio, TX	THF Oaks on Clark, LP - (212) 801-3738	Y	80	80	2021	1/5/2022	N
24	Oaks on North Plaza - Austin, TX	Oaks on North Plaza, LP - (212) 801-3738	Y	62	62	2020	12/22/2021	N
25	Fields Ertel Townhouses - Cincinnati, OH	Fields Ertel Preservation, L.P. - (212) 801-3738	Y	55	54	2020	6/2/2021	N
26	Bloomington Apartments - Chicago, IL	Bloomington Preservation, L.P. - (212) 801-3738	Y	111	111	2018	3/26/2018	N
27	Sumler Terrace - Norfolk, VA	Sumler Terrace Preservation, L.P. - (212) 801-3738	Y	126	126	2018	9/4/2018	N
28	Clarendon Court - Chicago, IL	Clarendon Court Preservation, L.P. - (212) 801-3738	Y	152	152	2019	3/13/2020	N
29	Park Bluff - Milwaukee, WI	Park Bluff Acquisition, LLC - (212) 801-3738	Y	186	186	2018	5/16/2019	N
30	Campbell Terrace - Chicago, IL	Campbell Terrace Preservation, L.P. - (212) 801-3738	Y	249	249	2020	3/15/2021	N

# List of LIHTC Developments (Schedule A)



Development Name: Summit Oaks Apartments

Name of Applicant: Summit Oaks Housing, L.P.

**INSTRUCTIONS:**

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Principal's Name: Stephen M. Ross Controlling GP (CGP) or 'Named' Managing Member of Proposed property? Y Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
31	Van Buren Park Apartments - Chicago, IL	Van Buren Preservation, L.P. - (212) 801-3738	Y	300	300	2018	3/26/2018	N
32	Marine Terrace - New York, NY	Marine Terrace Preservation, L.P. - (212) 801-3738	Y	497	405	2018	2/12/2020	N
33	Branford Manor - Groton, CT	Branford Manor Preservation, L.P. - (212) 801-3738	Y	442	441	2018	10/8/2019	N
34	Loring Towers (MA) - Salem, MA	Loring Towers Salem Preservation, LP - (212) 801-3738	N	250	250	2008	1/19/2010	N
35	All Hallows - San Francisco, CA	All Hallows Preservation, LP - (212) 801-3738	N	157	63	2007	8/11/2010	Y
36	Bayview - San Francisco, CA	Bayview Preservation, LP - (212) 801-3738	N	146	59	2008	8/11/2010	Y
37	La Salle - San Francisco, CA	La Salle Preservation, LP - (212) 801-3738	N	145	58	2008	2/9/2010	N
38	La Vista - Concord, CA	La Vista Preservation, LP - (212) 801-3738	N	75	75	2008	3/29/2010	N
39	Panorama Park - Bakersfield, CA	Panorama Park Preservation, LP - (212) 801-3738	N	66	66	2008	11/18/2009	N
40	Shoreview - San Francisco, CA	Shoreview Preservation, LP - (212) 801-3738	N	156	63	2008	9/7/2010	Y
41	Van Nuys - Los Angeles, CA	Van Nuys Preservation, LP - (212) 801-3738	N	299	297	2008	2/29/2012	N
42	San Juan Del Centro - Boulder, CO	CHC San Juan Del Centro Preservation, LP - (212) 801-3738	N	150	149	2006	10/20/2008	N
43	Round Barn Manor - Champaign, IL	Round Barn Manor Preservation, LP - (212) 801-3738	N	156	156	2007	12/13/2010	N
44	Riverwoods - Kankakee, IL	Riverwoods Preservation, LP - (212) 801-3738	N	125	125	2008	8/25/2011	N
45	Fountain Place - Connersville, IN	Fountain Place Preservation, LP - (212) 801-3738	N	102	102	2008	10/4/2010	N
46	Ruscombe Gardens - Baltimore, MD	Chateau Foghorn, LP - (212) 801-3738	N	150	150	2008	8/18/2008	N

ADD ADDITIONAL PROPERTIES USING NEXT TAB

# List of LIHTC Developments (Schedule A)



Development Name: Summit Oaks Apartments

Name of Applicant: Summit Oaks Housing, L.P.

**INSTRUCTIONS:**

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	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
47	Hopkins Village - Baltimore, MD	Hopkins Village Preservation, LP - (212) 801-3738	N	165	165	2008	5/10/2010	N
48	Kirkwood House - Baltimore, MD	Kirkwood House Preservation, LP - (212) 801-3738	N	261	261	2010	3/3/2011	N
49	New Baltimore - New Baltimore, MI	New Baltimore Senior Preservation, LP - (212) 801-3738	N	101	101	2007	1/29/2009	N
50	Beacon Hill - Hillsdale, MI	Beacon Hill Preservation Limited Dividend Housing Association Limited Partnership - (212) 801-3738	N	198	198	2008	3/14/2012	N
51	Butternut Creek - Charlotte, MI	Butternut Creek Preservation Limited Dividend Housing Association, LP - (212) 801-3738	N	100	100	2008	3/27/2012	N
52	Tompkins Terrace - Beacon, NY	Tompkins Terrace Preservation, LP - (212) 801-3738	N	193	193	2008	5/5/2010	N
53	Walnut Hills - Cincinnati, OH	Walnut Hills Preservation, LP - (212) 801-3738	N	198	198	2008	9/1/2010	N
54	Washington Square West - Philadelphia, PA	Washington Square West Preservation, LP - (212) 801-3738	N	132	132	2005	9/13/2007	N
55	San Jose - San Antonio, TX	San Jose Preservation, LP - (212) 801-3738	N	220	220	2006	2/20/2009	N
56	Ingram Square - San Antonio, TX	Ingram Square Preservation, LP - (212) 801-3738	N	120	120	2008	8/25/2011	N
57	Crevenna Oaks - Burke, VA	Crevenna Oaks Preservation, LP - (212) 801-3738	N	50	50	2008	7/1/2009	N
58	Summit Oaks - Burke, VA	Summit Oaks Preservation, LP - (212) 801-3738	N	50	47	2008	7/1/2009	N
59	Cutler Hammock - Miami, FL	Cutler Hammock Preservation, L.P. - (212) 801-3738	Y	262	262	2007	11/9/2007	N
60	Woodsdale Oaks - Lauderdale Lakes, FL	Woodsdale Oaks Preservation, L.P. - (212) 801-3738	Y	172	172	2007	11/8/2007	N

ADD ADDITIONAL PROPERTIES USING NEXT TAB

# List of LIHTC Developments (Schedule A)



Development Name: Summit Oaks Apartments

Name of Applicant: Summit Oaks Housing, L.P.

**INSTRUCTIONS:**

- 1 **A Schedule A is required for every individual that makes up the GP or Managing Member** - does not apply to principals of publicly traded corporations.
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- 3 List only tax credit development experience since 2007 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: Stephen M. Ross Controlling GP (CGP) or 'Named' Managing Member of Proposed property? Y Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
61	Golfside Villas - Hialeah, FL	Golfside Villas Preservation, LLC - (212) 801-3738	Y	194	179	2014	6/10/2016	N
62	Washington Heights - Worcester, MA	Washington Heights Preservation Limited Partnership - (212) 801-3738	Y	404	389	2016	3/3/2017	N
63	Senior World - Lansing, MI	Lansing Manor Limited Dividend Housing Association LLC - (212) 801-3738	Y	100	100	2014	5/19/2015	N
64	MORH Housing - Oakland, CA	MORH Community Partners, LP - (212) 801-3738	Y	126	126	2016	9/28/2017	N
65	Oak Center - Oakland, CA	Oak Center Community Partners, LP - (212) 801-3738	Y	77	77	2016	1/3/2018	N
66	Northgate Terrace - Oakland, CA	Northgate Terrace Community Partners, LP - (212) 801-3738	Y	201	199	2016	11/3/2017	N
67	Tyler House - Washington, DC	Tyler House Associates 2012, LLC - (212) 801-3738	N	284	284	2013	4/20/2016	N
68	Garden Vista - Miami Gardens, FL	Garden Vista Preservation, L.P. - (212) 801-3738	Y	150	149	2014	7/22/2016	N
69	Faust Landmark Apartments - Rockford, IL	Rockford Faust Limited Partnership - (212) 801-3738	N	200	200	2011	3/20/2012	N
70	Crossroads of New Brighton - New Brighton, MN	CR New Brighton Acquisition, LLC - (212) 801-3738	Y	172	172	2016	4/4/2017	N
71	Sycamore Ridge - Pennsauken, NJ	Sycamore Urban Renewal Associates LLC - (212) 801-3738	Y	304	307	2014	5/29/2015	N
72	Victory-Fiedler - Staten Island, NY	Related Victory-Fiedler, LLC - (212) 801-3738	Y	39	38	2013	7/23/2014	N
73	River Run - New Haven, CT	River Run Preservation, L.P. - (212) 801-3738	Y	141	141	2012	5/13/2013	N
74	Oxford House - Decatur, IL	Oxford House Apartments Preservation, L.P. - (212) 801-3738	Y	156	156	2011	11/7/2012	N

# List of LIHTC Developments (Schedule A)



Development Name: Summit Oaks Apartments

Name of Applicant: Summit Oaks Housing, L.P.

## INSTRUCTIONS:

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Stephen M. Ross

**Controlling GP (CGP) or 'Named' Managing Member of Proposed property?\*** Y Y or N

**Principal's Name:**

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
75	Parkway Gardens - Chicago, IL	Parkway Gardens Preservation, L.P. - (212) 801-3738	Y	694	694	2011	11/21/2013	N
76	Phoenix Towers - Bloomington, IL	Phoenix Towers Preservation, L.P. - (212) 801-3738	Y	158	158	2012	3/11/2014	N
77	Westminster Village - Lowell, MA	Westminster Preservation, L.P. - (212) 801-3738	Y	432	420	2011	4/1/2013	N
78	Walker Mews - Baltimore, MD	Walker Mews Preservation, L.P. - (212) 801-3738	Y	167	166	2008	2/10/2009	N
79	Vantage 78 - Charlotte, NC	Vantage 78 Preservation, L.P. - (212) 801-3738	Y	168	168	2011	3/20/2012	N
80	Capitol Green - Albany, NY	Central Towers Preservation, L.P. - (212) 801-3738	Y	308	298	2007	3/27/2008	N
81	Caroline - New York, NY	Caroline Apartments Preservation, L.P. - (212) 801-3738	Y	126	123	2008	4/3/2009	N
82	Highland Falls - Highland Falls, NY	Highland Falls Preservation, L.P. - (212) 801-3738	Y	51	50	2010	12/20/2011	N
83	McCarthy Manor - Syracuse, NY	McCarthy Manor Preservation, L.P. - (212) 801-3738	Y	176	172	2007	7/30/2008	N
84	Riverview II - Yonkers, NY	Riverview II Preservation L.P. - (212) 801-3738	Y	343	331	2008	2/18/2010	N
85	New Horizons - New York, NY	New Horizons Preservation, L.P. - (212) 801-3738	Y	48	45	2011	11/25/2011	N
86	Parkside Commons - Syracuse, NY	Parkside Commons Preservation, L.P. - (212) 801-3738	Y	393	393	2009	4/13/2011	N
87	Southeast Towers - Middletown, NY	Southeast Towers Preservation, L.P. - (212) 801-3738	Y	107	104	2013	3/28/2014	N
88	Woodman West - Glen Allen, VA	Woodman West Preservation, L.P. - (212) 801-3738	Y	197	196	2008	5/19/2009	N
89	Oak Park VA - Salem, VA	Oak Park VA Preservation, L.P. - (212) 801-3738	Y	144	140	2008	5/5/2010	N

ADD ADDITIONAL PROPERTIES USING NEXT TAB

# List of LIHTC Developments (Schedule A)



Development Name: Summit Oaks Apartments

Name of Applicant: Summit Oaks Housing, L.P.

**INSTRUCTIONS:**

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- 4 Use separate pages as needed, for each principal.

Stephen M. Ross

**Controlling GP (CGP) or 'Named' Managing Member of Proposed property?\*** Y Y or N

**Principal's Name:**

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
90	Treemont Village - Buena Vista, VA	Treemont Village Preservation, L.P. - (212) 801-3738	Y	60	60	2010	10/13/2011	N
91	Fernclyff South - Roanoke, VA	Fernclyff South Preservation, L.P. - (212) 801-3738	Y	84	84	2011	4/4/2012	N
92	London Oaks - Portsmouth, VA	London Oaks Preservation, L.P. - (212) 801-3738	Y	296	295	2010	7/13/2012	N
93	Newman Village - Richmond, VA	Newman Village Preservation, L.P. - (212) 801-3738	Y	99	99	2010	12/21/2011	N
94	Ashley Oaks - Richmond, VA	Woodcroft Village Preservation, L.P. - (212) 801-3738	Y	250	250	2011	11/30/2011	N
95	Westwood Village - Roanoke, VA	Westwood Village Preservation, L.P. - (212) 801-3738	Y	113	113	2011	12/21/2011	N
96	Willow Woods - Radford, VA	Willow Woods Preservation, L.P. - (212) 801-3738	Y	144	140	2012	12/12/2013	N
97	Riverwalk I - Homestead, FL	Riverwalk I Preservation, L.P. - (212) 801-3738	Y	123	123	2008	3/17/2009	N
98	Cutler Riverside - Miami, FL	Cutler Riverside Preservation, L.P. - (212) 801-3738	Y	200	200	2009	5/13/2009	N
99	Walden Pond - Miami, FL	Walden Pond Preservation, L.P. - (212) 801-3738	Y	290	290	2010	12/3/2010	N
100	Colony Lakes - Homestead, FL	Colony Lakes Preservation, L.P. - (212) 801-3738	Y	220	220	2011	3/21/2012	N
101	Hainlin Mills - Miami, FL	Hainlin Mills Preservation, L.P. - (212) 801-3738	Y	144	144	2011	2/12/2013	N
102	Royal Coast - Palmetto Bay, FL	Royal Coast Preservation, L.P. - (212) 801-3738	Y	174	174	2011	5/28/2013	N
103	Winchester Gardens - Homestead, FL	Winchester Gardens Preservation, L.P. - (212) 801-3738	Y	117	117	2011	12/5/2012	N
104	Summerset Family - St. Augustine, FL	Summerset Family, LLC - (212) 801-3738	N	84	84	2006	8/29/2007	N
105	Summerset Senior - St. Augustine, FL	Summerset Senior, LLC - (212) 801-3738	N	132	132	2006	8/29/2007	N

ADD ADDITIONAL PROPERTIES USING NEXT TAB

# List of LIHTC Developments (Schedule A)



Development Name: Summit Oaks Apartments

Name of Applicant: Summit Oaks Housing, L.P.

**INSTRUCTIONS:**

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- 3 List only tax credit development experience since 2007 (i.e. for the past 15 years)
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Principal's Name: Stephen M. Ross Controlling GP (CGP) or 'Named' Managing Member of Proposed property? Y Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
106	Roosevelt Square II - Chicago, IL	Roosevelt Square II Limited Partnership - (212) 801-3738	Y	177	177	2005	10/11/2006	N
107	Mohican - New London, CT	Mohican Historic Preservation, L.P. - (212) 801-3738	Y	146	145	2015	3/23/2016	N
108	Fern - East Orange, NJ	Fern Preservation Urban Renewal, L.P. - (212) 801-3738	Y	205	204	2011	4/16/2012	N
109	Hampshire House - East Orange, NJ	Hampshire Urban Renewal Preservation, L.P. - (212) 801-3738	Y	116	113	2013	4/11/2014	N
110	Woodbury Oakwood - Woodbury, NJ	Woodbury Oakwood Urban Renewal Preservation, L.P. - (212) 801-3738	Y	96	96	2012	2/14/2013	N
111	Essex-Phoenix - Paterson, NJ	Great Falls Urban Renewal Preservation, L.P. - (212) 801-3738	Y	145	144	2014	4/23/2015	N
112	Armory Plaza - White Plains, NY	Armory Plaza Preservation, L.P. - (212) 801-3738	Y	52	51	2007	12/30/2008	N
113	Gurnee - Haverstraw, NY	Gurnee Housing Preservation, L.P. - (212) 801-3738	Y	97	96	2007	7/10/2008	N
114	Overlook - Middletown, NY	Middletown Overlook Preservation, L.P. - (212) 801-3738	Y	100	96	2007	11/10/2008	N
115	Sycamore Green - Rochester, NY	Irondequoit Preservation, L.P. - (212) 801-3738	Y	195	194	2007	8/20/2008	N
116	West Haverstraw - West Haverstraw, NY	West Haverstraw Preservation, L.P. - (212) 801-3738	Y	100	100	2007	8/5/2008	N
117	Clarkstown - Nanuet, NY	Clarkstown Preservation, L.P. - (212) 801-3738	Y	51	48	2009	12/23/2009	N
118	Greenport - Far Rockaway, NY	Greenport Preservation, L.P. - (212) 801-3738	Y	366	354	2009	1/14/2011	N
119	Geneseo - Geneseo, NY	Geneseo Highlands Preservation, L.P. - (212) 801-3738	Y	89	88	2010	12/20/2011	N
120	Harborview - Buffalo, NY	Harborview Preservation, L.P. - (212) 801-3738	Y	208	200	2009	8/4/2011	N

# List of LIHTC Developments (Schedule A)



Development Name: Summit Oaks Apartments

Name of Applicant: Summit Oaks Housing, L.P.

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Principal's Name: Stephen M. Ross Controlling GP (CGP) or 'Named' Managing Member of Proposed property? Y Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
121	North Park - New York, NY	North Park Preservation, L.P. - (212) 801-3738	Y	123	122	2011	6/28/2012	N
122	PJ Housing - Port Jervis, NY	PJ Housing Preservation, L.P. - (212) 801-3738	Y	51	50	2011	12/20/2012	N
123	Terrific Tenements - New York, NY	Clinton Housing Preservation, L.P. - (212) 801-3738	Y	88	88	2010	8/2/2011	N
124	Burt Farms II - Warwick, NY	Burt Farms Preservation, L.P. - (212) 801-3738	Y	50	50	2011	12/24/2012	N
125	Greenacres - Fredonia, NY	Greenacres Preservation, L.P. - (212) 801-3738	Y	101	100	2012	1/3/2013	N
126	John Crawford - Monticello, NY	Monticello Preservation, L.P. - (212) 801-3738	Y	96	95	2011	12/20/2012	N
127	Walden - Walden, NY	Walden Preservation, L.P. - (212) 801-3738	Y	89	85	2016	8/19/2016	N

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

**1st PAGE**  
TOTAL: 21,075 20,407

**LIHTC as % of**  
97% **Total Units**

# List of LIHTC Developments (Schedule A)



Development Name: Summit Oaks Apartments

Name of Applicant: Summit Oaks Housing, L.P.

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Principal's Name: Jeff Blau Controlling GP (CGP) or 'Named' Managing Member of Proposed property? <sup>N</sup> Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1	Marshall Field - Chicago, IL	Marshall Field Preservation, L.P. - (212) 801-3738	N	628	627	2017	9/5/2017	N
2	Marina Vista - Buffalo, NY	Watergate II Properties, L.P. - (212) 801-3738	N	200	175	2020	7/26/2021	N
3	Sheridan Park - Chicago, IL	Sheridan Park Preservation, L.P. - (212) 801-3738	N	102	102	2013	4/30/2014	N
4	Woodlake - West Palm Beach, FL	Woodlake Preservation, LP - (212) 801-3738	N	224	224	2014	6/30/2015	N
5	Creekwood Apartments - Morton, IL	Creekwood Preservation, L.P. - (212) 801-3738	N	104	104	2014	4/23/2015	N
6	Country Village - Vienna, IL	Country Village Preservation, L.P. - (212) 801-3738	N	104	104	2014	5/8/2015	N
7	Sandburg Village - Galesburg, IL	Sandburg Preservation, L.P. - (212) 801-3738	N	128	128	2014	4/20/2015	N
8	Shawnee Village - Marion, IL	Shawnee Village Preservation, L.P. - (212) 801-3738	N	120	120	2014	4/20/2015	N
9	Fernclyff North - Roanoke, VA	Fernclyff North Preservation, L.P. - (212) 801-3738	N	144	144	2016	10/4/2016	N
10	Fullerton Court - Chicago, IL	Fullerton Preservation, L.P. - (212) 801-3738	N	196	196	2016	5/9/2016	N
11	Fairview Homes - Newark, NJ	Fairview Homes Preservation, L.P. - (212) 801-3738	N	135	135	2016	9/6/2016	N
12	Riverwood - Colonial Beach, VA	Riverwood Preservation, L.P. - (212) 801-3738	N	83	83	2016	7/18/2016	N
13	Olde English Village - Gardner, MA	Olde English Village Preservation, L.P. - (212) 801-3738	N	200	200	2016	6/9/2017	N
14	Peterson Plaza - Chicago, IL	Peterson Plaza Preservation, L.P. - (212) 801-3738	N	189	189	2016	5/18/2017	N
15	Crossroads of Shoreview - Shoreview, MN	CR Shoreview Acquisition, LLC - (212) 801-3738	N	44	44	2016	5/3/2017	N

# List of LIHTC Developments (Schedule A)



Development Name: Summit Oaks Apartments

Name of Applicant: Summit Oaks Housing, L.P.

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Principal's Name: Jeff Blau Controlling GP (CGP) or 'Named' Managing Member of Proposed property? <sup>N</sup> Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
16	Woodland Towers - Collinsville, IL	Woodland Towers Preservation, L.P. - (212) 801-3738	N	104	102	2017	1/25/2018	N
17	Crossroads of East Ravenswood - Chicago, IL	East Ravenswood Preservation, L.P. - (212) 801-3738	N	124	121	2017	3/2/2018	N
18	State Street - Milwaukee, WI	1425 W State Street Acquisition, LLC - (212) 801-3738	N	51	51	2017	6/13/2017	N
19	Gates Manor - Wilmette, IL	Gates Manor Preservation, L.P. - (212) 801-3738	N	51	51	2017	3/2/2018	N
20	Garden House of River Oaks II - Calumet City, IL	GH River Oaks II Preservation, L.P. - (212) 801-3738	N	145	143	2017	5/15/2018	N
21	Crossroads of Edina - Edina, MN	CR Edina Acquisition, LLC - (212) 801-3738	N	64	26	2016	9/11/2017	N
22	Garden House of Park Forest - Park Forest, IL	GH Park Forest Preservation, L.P. - (212) 801-3738	N	145	144	2017	5/8/2018	N
23	Oaks on Clark - San Antonio, TX	THF Oaks on Clark, LP - (212) 801-3738	N	80	80	2021	1/5/2022	N
24	Oaks on North Plaza - Austin, TX	Oaks on North Plaza, LP - (212) 801-3738	N	62	62	2020	12/22/2021	N
25	Fields Ertel Townhouses - Cincinnati, OH	Fields Ertel Preservation, L.P. - (212) 801-3738	N	55	54	2020	6/2/2021	N
26	Bloomington Apartments - Chicago, IL	Bloomington Preservation, L.P. - (212) 801-3738	N	111	111	2018	3/26/2018	N
27	Sumler Terrace - Norfolk, VA	Sumler Terrace Preservation, L.P. - (212) 801-3738	N	126	126	2018	9/4/2018	N
28	Clarendon Court - Chicago, IL	Clarendon Court Preservation, L.P. - (212) 801-3738	N	152	152	2019	3/13/2020	N
29	Park Bluff - Milwaukee, WI	Park Bluff Acquisition, LLC - (212) 801-3738	N	186	186	2018	5/16/2019	N
30	Campbell Terrace - Chicago, IL	Campbell Terrace Preservation, L.P. - (212) 801-3738	N	249	249	2020	3/15/2021	N

# List of LIHTC Developments (Schedule A)



Development Name: Summit Oaks Apartments

Name of Applicant: Summit Oaks Housing, L.P.

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	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
31	Van Buren Park Apartments - Chicago, IL	Van Buren Preservation, L.P. - (212) 801-3738	N	300	300	2018	3/26/2018	N
32	Marine Terrace - New York, NY	Marine Terrace Preservation, L.P. - (212) 801-3738	N	497	405	2018	2/12/2020	N
33	Branford Manor - Groton, CT	Branford Manor Preservation, L.P. - (212) 801-3738	N	442	441	2018	10/8/2019	N
34	Loring Towers (MA) - Salem, MA	Loring Towers Salem Preservation, LP - (212) 801-3738	N	250	250	2008	1/19/2010	N
35	All Hallows - San Francisco, CA	All Hallows Preservation, LP - (212) 801-3738	N	157	63	2007	8/11/2010	Y
36	Bayview - San Francisco, CA	Bayview Preservation, LP - (212) 801-3738	N	146	59	2008	8/11/2010	Y
37	La Salle - San Francisco, CA	La Salle Preservation, LP - (212) 801-3738	N	145	58	2008	2/9/2010	N
38	La Vista - Concord, CA	La Vista Preservation, LP - (212) 801-3738	N	75	75	2008	3/29/2010	N
39	Panorama Park - Bakersfield, CA	Panorama Park Preservation, LP - (212) 801-3738	N	66	66	2008	11/18/2009	N
40	Shoreview - San Francisco, CA	Shoreview Preservation, LP - (212) 801-3738	N	156	63	2008	9/7/2010	Y
41	Van Nuys - Los Angeles, CA	Van Nuys Preservation, LP - (212) 801-3738	N	299	297	2008	2/29/2012	N
42	San Juan Del Centro - Boulder, CO	CHC San Juan Del Centro Preservation, LP - (212) 801-3738	N	150	149	2006	10/20/2008	N
43	Round Barn Manor - Champaign, IL	Round Barn Manor Preservation, LP - (212) 801-3738	N	156	156	2007	12/13/2010	N
44	Riverwoods - Kankakee, IL	Riverwoods Preservation, LP - (212) 801-3738	N	125	125	2008	8/25/2011	N
45	Fountain Place - Connersville, IN	Fountain Place Preservation, LP - (212) 801-3738	N	102	102	2008	10/4/2010	N
46	Ruscombe Gardens - Baltimore, MD	Chateau Foghorn, LP - (212) 801-3738	N	150	150	2008	8/18/2008	N

ADD ADDITIONAL PROPERTIES USING NEXT TAB

# List of LIHTC Developments (Schedule A)



Development Name: Summit Oaks Apartments

Name of Applicant: Summit Oaks Housing, L.P.

**INSTRUCTIONS:**

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Principal's Name: Jeff Blau Controlling GP (CGP) or 'Named' Managing Member of Proposed property? <sup>N</sup> Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
47	Hopkins Village - Baltimore, MD	Hopkins Village Preservation, LP - (212) 801-3738	N	165	165	2008	5/10/2010	N
48	Kirkwood House - Baltimore, MD	Kirkwood House Preservation, LP - (212) 801-3738	N	261	261	2010	3/3/2011	N
49	New Baltimore - New Baltimore, MI	New Baltimore Senior Preservation, LP - (212) 801-3738	N	101	101	2007	1/29/2009	N
50	Beacon Hill - Hillsdale, MI	Beacon Hill Preservation Limited Dividend Housing Association Limited Partnership - (212) 801-3738	N	198	198	2008	3/14/2012	N
51	Butternut Creek - Charlotte, MI	Butternut Creek Preservation Limited Dividend Housing Association, LP - (212) 801-3738	N	100	100	2008	3/27/2012	N
52	Tompkins Terrace - Beacon, NY	Tompkins Terrace Preservation, LP - (212) 801-3738	N	193	193	2008	5/5/2010	N
53	Walnut Hills - Cincinnati, OH	Walnut Hills Preservation, LP - (212) 801-3738	N	198	198	2008	9/1/2010	N
54	Washington Square West - Philadelphia, PA	Washington Square West Preservation, LP - (212) 801-3738	N	132	132	2005	9/13/2007	N
55	San Jose - San Antonio, TX	San Jose Preservation, LP - (212) 801-3738	N	220	220	2006	2/20/2009	N
56	Ingram Square - San Antonio, TX	Ingram Square Preservation, LP - (212) 801-3738	N	120	120	2008	8/25/2011	N
57	Crevenna Oaks - Burke, VA	Crevenna Oaks Preservation, LP - (212) 801-3738	N	50	50	2008	7/1/2009	N
58	Summit Oaks - Burke, VA	Summit Oaks Preservation, LP - (212) 801-3738	N	50	47	2008	7/1/2009	N
59	Cutler Hammock - Miami, FL	Cutler Hammock Preservation, L.P. - (212) 801-3738	N	262	262	2007	11/9/2007	N
60	Woodsdale Oaks - Lauderdale Lakes, FL	Woodsdale Oaks Preservation, L.P. - (212) 801-3738	N	172	172	2007	11/8/2007	N

ADD ADDITIONAL PROPERTIES USING NEXT TAB

# List of LIHTC Developments (Schedule A)



Development Name: Summit Oaks Apartments

Name of Applicant: Summit Oaks Housing, L.P.

**INSTRUCTIONS:**

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	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
61	MORH Housing - Oakland, CA	MORH Community Partners, LP - (212) 801-3738	N	126	126	2016	9/28/2017	N
62	Oak Center - Oakland, CA	Oak Center Community Partners, LP - (212) 801-3738	N	77	77	2016	1/3/2018	N
63	Northgate Terrace - Oakland, CA	Northgate Terrace Community Partners, LP - (212) 801-3738	N	201	199	2016	11/3/2017	N
64	Tyler House - Washington, DC	Tyler House Associates 2012, LLC - (212) 801-3738	N	284	284	2013	4/20/2016	N
65	Garden Vista - Miami Gardens, FL	Garden Vista Preservation, L.P. - (212) 801-3738	N	150	149	2014	7/22/2016	N
66	Faust Landmark Apartments - Rockford, IL	Rockford Faust Limited Partnership - (212) 801-3738	N	200	200	2011	3/20/2012	N
67	Crossroads of New Brighton - New Brighton, MN	CR New Brighton Acquisition, LLC - (212) 801-3738	N	172	172	2016	4/4/2017	N
68	Sycamore Ridge - Pennsauken, NJ	Sycamore Urban Renewal Associates LLC - (212) 801-3738	N	304	307	2014	5/29/2015	N
69	Victory-Fiedler - Staten Island, NY	Related Victory-Fiedler, LLC - (212) 801-3738	N	39	38	2013	7/23/2014	N
70	River Run - New Haven, CT	River Run Preservation, L.P. - (212) 801-3738	N	141	141	2012	5/13/2013	N
71	Oxford House - Decatur, IL	Oxford House Apartments Preservation, L.P. - (212) 801-3738	N	156	156	2011	11/7/2012	N
72	Parkway Gardens - Chicago, IL	Parkway Gardens Preservation, L.P. - (212) 801-3738	N	694	694	2011	11/21/2013	N
73	Phoenix Towers - Bloomington, IL	Phoenix Towers Preservation, L.P. - (212) 801-3738	N	158	158	2012	3/11/2014	N
74	Westminster Village - Lowell, MA	Westminster Preservation, L.P. - (212) 801-3738	N	432	420	2011	4/1/2013	N
75	Walker Mews - Baltimore, MD	Walker Mews Preservation, L.P. - (212) 801-3738	N	167	166	2008	2/10/2009	N

ADD ADDITIONAL PROPERTIES USING NEXT TAB

# List of LIHTC Developments (Schedule A)



Development Name: Summit Oaks Apartments

Name of Applicant: Summit Oaks Housing, L.P.

**INSTRUCTIONS:**

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	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
76	Vantage 78 - Charlotte, NC	Vantage 78 Preservation, L.P. - (212) 801-3738	N	168	168	2011	3/20/2012	N
77	Capitol Green - Albany, NY	Central Towers Preservation, L.P. - (212) 801-3738	N	308	298	2007	3/27/2008	N
78	Caroline - New York, NY	Caroline Apartments Preservation, L.P. - (212) 801-3738	N	126	123	2008	4/3/2009	N
79	Highland Falls - Highland Falls, NY	Highland Falls Preservation, L.P. - (212) 801-3738	N	51	50	2010	12/20/2011	N
80	McCarthy Manor - Syracuse, NY	McCarthy Manor Preservation, L.P. - (212) 801-3738	N	176	172	2007	7/30/2008	N
81	Riverview II - Yonkers, NY	Riverview II Preservation L.P. - (212) 801-3738	N	343	331	2008	2/18/2010	N
82	New Horizons - New York, NY	New Horizons Preservation, L.P. - (212) 801-3738	N	48	45	2011	11/25/2011	N
83	Parkside Commons - Syracuse, NY	Parkside Commons Preservation, L.P. - (212) 801-3738	N	393	393	2009	4/13/2011	N
84	Southeast Towers - Middletown, NY	Southeast Towers Preservation, L.P. - (212) 801-3738	N	107	104	2013	3/28/2014	N
85	Woodman West - Glen Allen, VA	Woodman West Preservation, L.P. - (212) 801-3738	N	197	196	2008	5/19/2009	N
86	Oak Park VA - Salem, VA	Oak Park VA Preservation, L.P. - (212) 801-3738	N	144	140	2008	5/5/2010	N
87	Treemont Village - Buena Vista, VA	Treemont Village Preservation, L.P. - (212) 801-3738	N	60	60	2010	10/13/2011	N
88	Fernclyff South - Roanoke, VA	Fernclyff South Preservation, L.P. - (212) 801-3738	N	84	84	2011	4/4/2012	N
89	London Oaks - Portsmouth, VA	London Oaks Preservation, L.P. - (212) 801-3738	N	296	295	2010	7/13/2012	N
90	Newman Village - Richmond, VA	Newman Village Preservation, L.P. - (212) 801-3738	N	99	99	2010	12/21/2011	N

# List of LIHTC Developments (Schedule A)



Development Name: Summit Oaks Apartments

Name of Applicant: Summit Oaks Housing, L.P.

**INSTRUCTIONS:**

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	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
91	Ashley Oaks - Richmond, VA	Woodcroft Village Preservation, L.P. - (212) 801-3738	N	250	250	2011	11/30/2011	N
92	Westwood Village - Roanoke, VA	Westwood Village Preservation, L.P. - (212) 801-3738	N	113	113	2011	12/21/2011	N
93	Willow Woods - Radford, VA	Willow Woods Preservation, L.P. - (212) 801-3738	N	144	140	2012	12/12/2013	N
94	Riverwalk I - Homestead, FL	Riverwalk I Preservation, L.P. - (212) 801-3738	N	123	123	2008	3/17/2009	N
95	Cutler Riverside - Miami, FL	Cutler Riverside Preservation, L.P. - (212) 801-3738	N	200	200	2009	5/13/2009	N
96	Walden Pond - Miami, FL	Walden Pond Preservation, L.P. - (212) 801-3738	N	290	290	2010	12/3/2010	N
97	Colony Lakes - Homestead, FL	Colony Lakes Preservation, L.P. - (212) 801-3738	N	220	220	2011	3/21/2012	N
98	Hainlin Mills - Miami, FL	Hainlin Mills Preservation, L.P. - (212) 801-3738	N	144	144	2011	2/12/2013	N
99	Royal Coast - Palmetto Bay, FL	Royal Coast Preservation, L.P. - (212) 801-3738	N	174	174	2011	5/28/2013	N
100	Winchester Gardens - Homestead, FL	Winchester Gardens Preservation, L.P. - (212) 801-3738	N	117	117	2011	12/5/2012	N
101	Summerset Family - St. Augustine, FL	Summerset Family, LLC - (212) 801-3738	N	84	84	2006	8/29/2007	N
102	Summerset Senior - St. Augustine, FL	Summerset Senior, LLC - (212) 801-3738	N	132	132	2006	8/29/2007	N
103	Roosevelt Square II - Chicago, IL	Roosevelt Square II Limited Partnership - (212) 801-3738	N	177	177	2005	10/11/2006	N

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

1st PAGE  
TOTAL: 17,813 17,220

LIHTC as % of  
97% Total Units

# List of LIHTC Developments (Schedule A)



Development Name: Summit Oaks Apartments

Name of Applicant: Summit Oaks Housing, L.P.

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	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1	Marshall Field - Chicago, IL	Marshall Field Preservation, L.P. - (212) 801-3738	N	628	627	2017	9/5/2017	N
2	Marina Vista - Buffalo, NY	Watergate II Properties, L.P. - (212) 801-3738	N	200	175	2020	7/26/2021	N
3	Sheridan Park - Chicago, IL	Sheridan Park Preservation, L.P. - (212) 801-3738	N	102	102	2013	4/30/2014	N
4	Woodlake - West Palm Beach, FL	Woodlake Preservation, LP - (212) 801-3738	N	224	224	2014	6/30/2015	N
5	Creekwood Apartments - Morton, IL	Creekwood Preservation, L.P. - (212) 801-3738	N	104	104	2014	4/23/2015	N
6	Country Village - Vienna, IL	Country Village Preservation, L.P. - (212) 801-3738	N	104	104	2014	5/8/2015	N
7	Sandburg Village - Galesburg, IL	Sandburg Preservation, L.P. - (212) 801-3738	N	128	128	2014	4/20/2015	N
8	Shawnee Village - Marion, IL	Shawnee Village Preservation, L.P. - (212) 801-3738	N	120	120	2014	4/20/2015	N
9	Fernclyff North - Roanoke, VA	Fernclyff North Preservation, L.P. - (212) 801-3738	N	144	144	2016	10/4/2016	N
10	Fullerton Court - Chicago, IL	Fullerton Preservation, L.P. - (212) 801-3738	N	196	196	2016	5/9/2016	N
11	Fairview Homes - Newark, NJ	Fairview Homes Preservation, L.P. - (212) 801-3738	N	135	135	2016	9/6/2016	N
12	Riverwood - Colonial Beach, VA	Riverwood Preservation, L.P. - (212) 801-3738	N	83	83	2016	7/18/2016	N
13	Olde English Village - Gardner, MA	Olde English Village Preservation, L.P. - (212) 801-3738	N	200	200	2016	6/9/2017	N
14	Peterson Plaza - Chicago, IL	Peterson Plaza Preservation, L.P. - (212) 801-3738	N	189	189	2016	5/18/2017	N
15	Crossroads of Shoreview - Shoreview, MN	CR Shoreview Acquisition, LLC - (212) 801-3738	N	44	44	2016	5/3/2017	N

# List of LIHTC Developments (Schedule A)



Development Name: Summit Oaks Apartments

Name of Applicant: Summit Oaks Housing, L.P.

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16	Woodland Towers - Collinsville, IL	Woodland Towers Preservation, L.P. - (212) 801-3738	N	104	102	2017	1/25/2018	N
17	Crossroads of East Ravenswood - Chicago, IL	East Ravenswood Preservation, L.P. - (212) 801-3738	N	124	121	2017	3/2/2018	N
18	State Street - Milwaukee, WI	1425 W State Street Acquisition, LLC - (212) 801-3738	N	51	51	2017	6/13/2017	N
19	Gates Manor - Wilmette, IL	Gates Manor Preservation, L.P. - (212) 801-3738	N	51	51	2017	3/2/2018	N
20	Garden House of River Oaks II - Calumet City, IL	GH River Oaks II Preservation, L.P. - (212) 801-3738	N	145	143	2017	5/15/2018	N
21	Crossroads of Edina - Edina, MN	CR Edina Acquisition, LLC - (212) 801-3738	N	64	26	2016	9/11/2017	N
22	Garden House of Park Forest - Park Forest, IL	GH Park Forest Preservation, L.P. - (212) 801-3738	N	145	144	2017	5/8/2018	N
23	Oaks on Clark - San Antonio, TX	THF Oaks on Clark, LP - (212) 801-3738	N	80	80	2021	1/5/2022	N
24	Oaks on North Plaza - Austin, TX	Oaks on North Plaza, LP - (212) 801-3738	N	62	62	2020	12/22/2021	N
25	Fields Ertel Townhouses - Cincinnati, OH	Fields Ertel Preservation, L.P. - (212) 801-3738	N	55	54	2020	6/2/2021	N
26	Bloomington Apartments - Chicago, IL	Bloomington Preservation, L.P. - (212) 801-3738	N	111	111	2018	3/26/2018	N
27	Sumler Terrace - Norfolk, VA	Sumler Terrace Preservation, L.P. - (212) 801-3738	N	126	126	2018	9/4/2018	N
28	Clarendon Court - Chicago, IL	Clarendon Court Preservation, L.P. - (212) 801-3738	N	152	152	2019	3/13/2020	N
29	Park Bluff - Milwaukee, WI	Park Bluff Acquisition, LLC - (212) 801-3738	N	186	186	2018	5/16/2019	N
30	Campbell Terrace - Chicago, IL	Campbell Terrace Preservation, L.P. - (212) 801-3738	N	249	249	2020	3/15/2021	N

# List of LIHTC Developments (Schedule A)



Development Name: Summit Oaks Apartments

Name of Applicant: Summit Oaks Housing, L.P.

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31	Van Buren Park Apartments - Chicago, IL	Van Buren Preservation, L.P. - (212) 801-3738	N	300	300	2018	3/26/2018	N
32	Marine Terrace - New York, NY	Marine Terrace Preservation, L.P. - (212) 801-3738	N	497	405	2018	2/12/2020	N
33	Branford Manor - Groton, CT	Branford Manor Preservation, L.P. - (212) 801-3738	N	442	441	2018	10/8/2019	N
34	Loring Towers (MA) - Salem, MA	Loring Towers Salem Preservation, LP - (212) 801-3738	N	250	250	2008	1/19/2010	N
35	All Hallows - San Francisco, CA	All Hallows Preservation, LP - (212) 801-3738	N	157	63	2007	8/11/2010	Y
36	Bayview - San Francisco, CA	Bayview Preservation, LP - (212) 801-3738	N	146	59	2008	8/11/2010	Y
37	La Salle - San Francisco, CA	La Salle Preservation, LP - (212) 801-3738	N	145	58	2008	2/9/2010	N
38	La Vista - Concord, CA	La Vista Preservation, LP - (212) 801-3738	N	75	75	2008	3/29/2010	N
39	Panorama Park - Bakersfield, CA	Panorama Park Preservation, LP - (212) 801-3738	N	66	66	2008	11/18/2009	N
40	Shoreview - San Francisco, CA	Shoreview Preservation, LP - (212) 801-3738	N	156	63	2008	9/7/2010	Y
41	Van Nuys - Los Angeles, CA	Van Nuys Preservation, LP - (212) 801-3738	N	299	297	2008	2/29/2012	N
42	San Juan Del Centro - Boulder, CO	CHC San Juan Del Centro Preservation, LP - (212) 801-3738	N	150	149	2006	10/20/2008	N
43	Round Barn Manor - Champaign, IL	Round Barn Manor Preservation, LP - (212) 801-3738	N	156	156	2007	12/13/2010	N
44	Riverwoods - Kankakee, IL	Riverwoods Preservation, LP - (212) 801-3738	N	125	125	2008	8/25/2011	N
45	Fountain Place - Connersville, IN	Fountain Place Preservation, LP - (212) 801-3738	N	102	102	2008	10/4/2010	N
46	Ruscombe Gardens - Baltimore, MD	Chateau Foghorn, LP - (212) 801-3738	N	150	150	2008	8/18/2008	N

ADD ADDITIONAL PROPERTIES USING NEXT TAB

# List of LIHTC Developments (Schedule A)



Development Name: Summit Oaks Apartments

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47	Hopkins Village - Baltimore, MD	Hopkins Village Preservation, LP - (212) 801-3738	N	165	165	2008	5/10/2010	N
48	Kirkwood House - Baltimore, MD	Kirkwood House Preservation, LP - (212) 801-3738	N	261	261	2010	3/3/2011	N
49	New Baltimore - New Baltimore, MI	New Baltimore Senior Preservation, LP - (212) 801-3738	N	101	101	2007	1/29/2009	N
50	Beacon Hill - Hillsdale, MI	Beacon Hill Preservation Limited Dividend Housing Association Limited Partnership - (212) 801-3738	N	198	198	2008	3/14/2012	N
51	Butternut Creek - Charlotte, MI	Butternut Creek Preservation Limited Dividend Housing Association, LP - (212) 801-3738	N	100	100	2008	3/27/2012	N
52	Tompkins Terrace - Beacon, NY	Tompkins Terrace Preservation, LP - (212) 801-3738	N	193	193	2008	5/5/2010	N
53	Walnut Hills - Cincinnati, OH	Walnut Hills Preservation, LP - (212) 801-3738	N	198	198	2008	9/1/2010	N
54	Washington Square West - Philadelphia, PA	Washington Square West Preservation, LP - (212) 801-3738	N	132	132	2005	9/13/2007	N
55	San Jose - San Antonio, TX	San Jose Preservation, LP - (212) 801-3738	N	220	220	2006	2/20/2009	N
56	Ingram Square - San Antonio, TX	Ingram Square Preservation, LP - (212) 801-3738	N	120	120	2008	8/25/2011	N
57	Crevenna Oaks - Burke, VA	Crevenna Oaks Preservation, LP - (212) 801-3738	N	50	50	2008	7/1/2009	N
58	Summit Oaks - Burke, VA	Summit Oaks Preservation, LP - (212) 801-3738	N	50	47	2008	7/1/2009	N
59	Cutler Hammock - Miami, FL	Cutler Hammock Preservation, L.P. - (212) 801-3738	N	262	262	2007	11/9/2007	N
60	Woodsdale Oaks - Lauderdale Lakes, FL	Woodsdale Oaks Preservation, L.P. - (212) 801-3738	N	172	172	2007	11/8/2007	N

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# List of LIHTC Developments (Schedule A)



Development Name: Summit Oaks Apartments

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- 1 **A Schedule A is required for every individual that makes up the GP or Managing Member** - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2007 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: Bruce Beal Controlling GP (CGP) or 'Named' Managing Member of Proposed property? <sup>N</sup> Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
61	MORH Housing - Oakland, CA	MORH Community Partners, LP - (212) 801-3738	N	126	126	2016	9/28/2017	N
62	Oak Center - Oakland, CA	Oak Center Community Partners, LP - (212) 801-3738	N	77	77	2016	1/3/2018	N
63	Northgate Terrace - Oakland, CA	Northgate Terrace Community Partners, LP - (212) 801-3738	N	201	199	2016	11/3/2017	N
64	Tyler House - Washington, DC	Tyler House Associates 2012, LLC - (212) 801-3738	N	284	284	2013	4/20/2016	N
65	Garden Vista - Miami Gardens, FL	Garden Vista Preservation, L.P. - (212) 801-3738	N	150	149	2014	7/22/2016	N
66	Faust Landmark Apartments - Rockford, IL	Rockford Faust Limited Partnership - (212) 801-3738	N	200	200	2011	3/20/2012	N
67	Crossroads of New Brighton - New Brighton, MN	CR New Brighton Acquisition, LLC - (212) 801-3738	N	172	172	2016	4/4/2017	N
68	Sycamore Ridge - Pennsauken, NJ	Sycamore Urban Renewal Associates LLC - (212) 801-3738	N	304	307	2014	5/29/2015	N
69	Victory-Fiedler - Staten Island, NY	Related Victory-Fiedler, LLC - (212) 801-3738	N	39	38	2013	7/23/2014	N
70	River Run - New Haven, CT	River Run Preservation, L.P. - (212) 801-3738	N	141	141	2012	5/13/2013	N
71	Oxford House - Decatur, IL	Oxford House Apartments Preservation, L.P. - (212) 801-3738	N	156	156	2011	11/7/2012	N
72	Parkway Gardens - Chicago, IL	Parkway Gardens Preservation, L.P. - (212) 801-3738	N	694	694	2011	11/21/2013	N
73	Phoenix Towers - Bloomington, IL	Phoenix Towers Preservation, L.P. - (212) 801-3738	N	158	158	2012	3/11/2014	N
74	Westminster Village - Lowell, MA	Westminster Preservation, L.P. - (212) 801-3738	N	432	420	2011	4/1/2013	N
75	Walker Mews - Baltimore, MD	Walker Mews Preservation, L.P. - (212) 801-3738	N	167	166	2008	2/10/2009	N

ADD ADDITIONAL PROPERTIES USING NEXT TAB

# List of LIHTC Developments (Schedule A)



Development Name: Summit Oaks Apartments

Name of Applicant: Summit Oaks Housing, L.P.

**INSTRUCTIONS:**

- 1 **A Schedule A is required for every individual that makes up the GP or Managing Member** - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2007 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: Bruce Beal Controlling GP (CGP) or 'Named' Managing Member of Proposed property? <sup>N</sup> Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev. (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
76	Vantage 78 - Charlotte, NC	Vantage 78 Preservation, L.P. - (212) 801-3738	N	168	168	2011	3/20/2012	N
77	Capitol Green - Albany, NY	Central Towers Preservation, L.P. - (212) 801-3738	N	308	298	2007	3/27/2008	N
78	Caroline - New York, NY	Caroline Apartments Preservation, L.P. - (212) 801-3738	N	126	123	2008	4/3/2009	N
79	Highland Falls - Highland Falls, NY	Highland Falls Preservation, L.P. - (212) 801-3738	N	51	50	2010	12/20/2011	N
80	McCarthy Manor - Syracuse, NY	McCarthy Manor Preservation, L.P. - (212) 801-3738	N	176	172	2007	7/30/2008	N
81	Riverview II - Yonkers, NY	Riverview II Preservation L.P. - (212) 801-3738	N	343	331	2008	2/18/2010	N
82	New Horizons - New York, NY	New Horizons Preservation, L.P. - (212) 801-3738	N	48	45	2011	11/25/2011	N
83	Parkside Commons - Syracuse, NY	Parkside Commons Preservation, L.P. - (212) 801-3738	N	393	393	2009	4/13/2011	N
84	Southeast Towers - Middletown, NY	Southeast Towers Preservation, L.P. - (212) 801-3738	N	107	104	2013	3/28/2014	N
85	Woodman West - Glen Allen, VA	Woodman West Preservation, L.P. - (212) 801-3738	N	197	196	2008	5/19/2009	N
86	Oak Park VA - Salem, VA	Oak Park VA Preservation, L.P. - (212) 801-3738	N	144	140	2008	5/5/2010	N
87	Treemont Village - Buena Vista, VA	Treemont Village Preservation, L.P. - (212) 801-3738	N	60	60	2010	10/13/2011	N
88	Fernclyff South - Roanoke, VA	Fernclyff South Preservation, L.P. - (212) 801-3738	N	84	84	2011	4/4/2012	N
89	London Oaks - Portsmouth, VA	London Oaks Preservation, L.P. - (212) 801-3738	N	296	295	2010	7/13/2012	N
90	Newman Village - Richmond, VA	Newman Village Preservation, L.P. - (212) 801-3738	N	99	99	2010	12/21/2011	N

# List of LIHTC Developments (Schedule A)



Development Name: Summit Oaks Apartments

Name of Applicant: Summit Oaks Housing, L.P.

**INSTRUCTIONS:**

- 1 **A Schedule A is required for every individual that makes up the GP or Managing Member** - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2007 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: Bruce Beal Controlling GP (CGP) or 'Named' Managing Member of Proposed property? <sup>N</sup> Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
91	Ashley Oaks - Richmond, VA	Woodcroft Village Preservation, L.P. - (212) 801-3738	N	250	250	2011	11/30/2011	N
92	Westwood Village - Roanoke, VA	Westwood Village Preservation, L.P. - (212) 801-3738	N	113	113	2011	12/21/2011	N
93	Willow Woods - Radford, VA	Willow Woods Preservation, L.P. - (212) 801-3738	N	144	140	2012	12/12/2013	N
94	Riverwalk I - Homestead, FL	Riverwalk I Preservation, L.P. - (212) 801-3738	N	123	123	2008	3/17/2009	N
95	Cutler Riverside - Miami, FL	Cutler Riverside Preservation, L.P. - (212) 801-3738	N	200	200	2009	5/13/2009	N
96	Walden Pond - Miami, FL	Walden Pond Preservation, L.P. - (212) 801-3738	N	290	290	2010	12/3/2010	N
97	Colony Lakes - Homestead, FL	Colony Lakes Preservation, L.P. - (212) 801-3738	N	220	220	2011	3/21/2012	N
98	Hainlin Mills - Miami, FL	Hainlin Mills Preservation, L.P. - (212) 801-3738	N	144	144	2011	2/12/2013	N
99	Royal Coast - Palmetto Bay, FL	Royal Coast Preservation, L.P. - (212) 801-3738	N	174	174	2011	5/28/2013	N
100	Winchester Gardens - Homestead, FL	Winchester Gardens Preservation, L.P. - (212) 801-3738	N	117	117	2011	12/5/2012	N
101	Summerset Family - St. Augustine, FL	Summerset Family, LLC - (212) 801-3738	N	84	84	2006	8/29/2007	N
102	Summerset Senior - St. Augustine, FL	Summerset Senior, LLC - (212) 801-3738	N	132	132	2006	8/29/2007	N
103	Roosevelt Square II - Chicago, IL	Roosevelt Square II Limited Partnership - (212) 801-3738	N	177	177	2005	10/11/2006	N

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

1st PAGE  
TOTAL: 17,813 17,220

LIHTC as % of  
97% Total Units

## **Exhibit A**

All Hallows Uncorrected 8823's – Seven open 8823's were received due to the household's not being income eligible at time of initial move-in (Please note that this occurred prior to Related's ownership of the property and Related Management Company's management of the property).

Bayview Uncorrected 8823's – Four open 8823's were received due to the household's not being income eligible at time of initial move-in (Please note that this occurred prior to Related's ownership of the property and Related Management Company's management of the property).

Shoreview Uncorrected 8823's – Six open 8823's were received due to the household's not being income eligible at time of initial move-in (Please note that this occurred prior to Related's ownership of the property and Related Management Company's management of the property).

# **Tab E:**

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

## PURCHASE AND SALE AGREEMENT

(Summit Oaks – Burke, Fairfax County, Virginia)

THIS PURCHASE AND SALE AGREEMENT (this “**Agreement**”) is made as of September 20, 2022, by and between SUMMIT OAKS PRESERVATION, L.P., a Delaware limited partnership (the “**Seller**”), having an address at 30 Hudson Yards, 72nd Floor, New York, NY 10001, and SUMMIT OAKS HOUSING, L.P., a New York limited partnership (the “**Buyer**”), having an address at 30 Hudson Yards, 72nd Floor, New York, NY 10001.

In consideration of the mutual covenants and representations herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

### ARTICLE 1 PURCHASE AND SALE

1.1 Purchase and Sale. Subject to the terms and conditions of this Agreement, Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase from Seller, all of Seller's right, title and interest in and to the property described in this Section 1.1 (collectively, the “**Property**”), which interest is comprised of one (1) leasehold estate pursuant to that certain Agreement of Lease by and between Fairfax County Redevelopment and Housing Authority, as Ground Lessor (“**FCRHA**” or “**Ground Lessor**”) and Burke II-Oxford Associates, as Ground Lessee (“**Burke**”), dated as of June 12, 1980, as amended and assigned to Seller pursuant to that certain Amendment to Lease, Assignment and Assumption (Summit Oaks), by and between Burke and FCRHA, as Grantor, and Seller, as Grantee, dated as of April 30, 2008 (collectively, the “**FCRHA Ground Lease**”).

(a) Land. Those certain parcel(s) of land located at 10500 Oak Bluff Ct., City of Burke, County of Fairfax, Virginia 22015 which are more particularly described in Exhibit A attached hereto, together with all rights, easements, licenses, rights of way, reservations, privileges, appurtenances and other estates, rights and interests of Seller appurtenant thereto, including all right, title and interest of Seller, if any, in and to (i) all strips and gores, all alleys adjoining the Land, and the land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land to the center line thereof; (ii) any award made or to be made in lieu thereof and in and to any unpaid award for any taking by condemnation or any damages to the Land or the Improvements by reason of a change of grade of any street, road or avenue; and (iii) the airspace above the Land (and rights to use such airspace) and any transferable development or similar rights appurtenant to the Land by allocation under applicable laws, by zoning lot merger or otherwise (all of the foregoing hereinafter referred to collectively as the “**Land**”).

(b) Improvements. All buildings, structures and other improvements located on the Land, including the multifamily rental apartment buildings which contain, in the aggregate, fifty (50) residential units, together with one hundred (100) parking spaces (the “**Improvements**”), and which Improvements, together with the Land, are commonly known as Summit Oaks.

(c) Leases and Assumed Contracts. All leases, licenses and other occupancy agreements demising space at the Property, together with all amendments and modifications thereof and supplements relating thereto, and all guarantees thereof and security deposits paid thereunder (collectively, the "**Leases**"), and all Assumed Contracts (as hereinafter defined).

(d) Fixtures and Personal Property. All appliances, fixtures, equipment, machinery, furniture, carpet, drapes and other personal property, if any, owned by Seller and located on or about the Land and the Improvements (the "**Personal Property**").

(e) Intangible Property. All intangible property, if any, owned by Seller and pertaining to the Land, the Improvements, or the Personal Property, including all right, title and interest of Seller in and to (i) any and all assignable plans, specifications, guaranties, warranties and records in Seller's possession or under Seller's control relating to the Land, the Improvements or the Personal Property; (ii) any and all permits, licenses, certificates of occupancy, consents, approvals, authorizations, and all other rights owned by Seller and in effect with respect to the Land, the Improvements and the Personal Property and the operation thereof as apartment buildings; (iii) the name "Summit Oaks" and all copyrights, trademarks, service marks, trade names, designs and logos employing the name "Summit Oaks" and (iv) the goodwill appurtenant to the ownership and operation of the Land, the Improvements and the Personal Property (all of the foregoing hereinafter referred to collectively as the "**Intangible Property**").

(f) HUD Subsidies. All of Seller's right, title and interest in and to any subsidies from HUD (as defined herein), including the HAP Contract (as defined below).

Notwithstanding anything to the contrary contained herein, Seller and Buyer agree that the interest being conveyed by Seller to Buyer pursuant to this Agreement is a leasehold interest pursuant to the FCRHA Ground Lease (as defined above).

## ARTICLE 2 PURCHASE PRICE

2.1 Purchase Price. The purchase price (the "**Purchase Price**") for the Property shall be FIFTEEN MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$15,500,000.00), subject to apportionment as provided in Section 8.3, and shall be paid as described in this Article II below.

2.2 Deposit. Within three (3) Business Days after the full execution and delivery of this Agreement, Buyer shall deliver to the Escrow Agent (as hereinafter defined) a deposit in the amount of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) (the "**Deposit**"). The Deposit and all other sums to be paid by Buyer to Escrow Agent pursuant to this Agreement shall be delivered by wire transfer. If the full amount of the Deposit is not received by Escrow Agent in a timely manner as provided herein, Seller shall have the right to terminate this Agreement, after which neither party shall have any further obligations hereunder, except for those which are specifically provided to survive the termination of this Agreement.

2.3 Balance. On the Closing Date (as hereinafter defined), Buyer shall deposit into escrow an amount (the "**Cash Balance**") equal to the Purchase Price set forth in Section 2.1 (x) minus the Deposit, the outstanding balance of any Existing Mortgage being assumed (if applicable) and Seller's Note (if any, and as hereinafter defined) and (y) increased or decreased by the amount of any items chargeable or any credits due to Buyer under this Agreement.

2.3.1 Intentionally Omitted.

2.4 Interest. All funds received from or for the account of Buyer shall be deposited by the Escrow Agent in an interest-bearing account with a federally insured state or national bank located in New York City. All interest accrued on the Deposit shall become part of the Deposit and shall be reported to the Internal Revenue Service, and to any other taxing authority with jurisdiction (if any), as income of the party to which the Deposit is delivered. Seller and Buyer, as appropriate, shall promptly execute all forms reasonably required by the other party to effectuate the intent of this Section 2.4, including Form W-9. Nothing contained in this Section 2.4 will be construed to impede or prevent Seller from obtaining the Deposit, or any interest earned thereon, in the event of a default by Buyer under this Agreement.

ARTICLE 3  
ESCROW

3.1 The Deposit paid pursuant to Section 2.2 hereof shall be held in escrow by Levitt & Boccio, LLP (the "**Escrow Agent**"), together with any interest and income earned thereon (such principal, interest and income being hereinafter sometimes collectively referred to as the "**Escrow Fund**" or the "**Fund**") in accordance with the terms and conditions set forth below.

(a) Upon receipt by Escrow Agent of such documents that Escrow Agent requires to invest the Fund, Escrow Agent shall invest the Fund in an F.D.I.C. insured savings account.

(b) Subject to the provisions of Section 3.1(c) below, the balance of the Escrow Fund shall be the property of and shall be paid over:

(i) To Seller on the Closing Date in the event the Closing shall occur pursuant to this Agreement; or

(ii) To Seller upon Escrow Agent's receipt of an Escrow Demand Notice (as hereinafter defined) from Seller stating that Buyer has defaulted in the performance of Buyer's obligations under this Agreement beyond any applicable notice and cure period; provided, however, that Escrow Agent shall not honor such demand until more than fifteen (15) days after the date that Escrow Agent delivers a copy of such Escrow Demand Notice to Buyer in accordance with the provisions of Section 3.1(c), and Escrow Agent shall not honor such demand if the Escrow Agent shall have received a Notice of Objection (as hereinafter defined) from Buyer within such fifteen (15) day period; or

(iii) To Buyer upon Escrow Agent's receipt of an Escrow Demand Notice (as hereinafter defined) from Buyer stating that Seller has defaulted in the

performance of Seller's obligations under this Agreement; or if Buyer or Seller, as applicable, terminates this Agreement as provided in Sections 2.2, 4.1(b), 5.3(d), 6.1, 6.2, 6.4, 6.5, 9.1, 10.2 and 11.1(g); provided, however, that Escrow Agent shall not honor such demand until more than fifteen (15) days after the date that Escrow Agent delivers a copy of such Escrow Demand Notice to Seller in accordance with the provisions of Section 3.1(c), and Escrow Agent shall not honor such demand if the Escrow Agent shall have received a Notice of Objection (as hereinafter defined) from Seller within such fifteen (15) day period.

(c) To obtain payment of the Escrow Fund as provided in this Article 3, other than at Closing, Seller or Buyer, as the case may be (the "**Requesting Party**"), shall give a notice ("**Escrow Demand Notice**") to Escrow Agent stating that the Requesting Party is entitled to payment of the Escrow Fund pursuant to the provisions of this Article 3. Upon receipt of any such Escrow Demand Notice, Escrow Agent shall promptly deliver a copy of such Escrow Demand Notice to the other party. If Escrow Agent does not receive a notice ("**Notice of Objection**") from the other party objecting to the payment of the Escrow Fund to the Requesting Party within fifteen (15) days after the date Escrow Agent delivers to such other party a copy of the Escrow Demand Notice, then Escrow Agent shall pay over the Escrow Fund to the Requesting Party; however, if Escrow Agent shall receive a Notice of Objection within such fifteen (15) day period, Escrow Agent shall promptly deliver a copy of such Notice of Objection to the Requesting Party, and if the parties are unable to agree upon the payment of the Escrow Fund and eliminate such objection within thirty (30) days after Escrow Agent delivers a copy of such Notice of Objection to the Requesting Party, then Escrow Agent shall, at its sole option, either:

(i) deliver to any court of competent jurisdiction the balance of the Escrow Fund, or

(ii) retain the balance of the Escrow Fund until one of the following events shall have occurred:

(1) there shall have been served upon Escrow Agent an order or judgment duly entered in a court of competent jurisdiction setting forth the manner in which the Escrow Fund is to be paid out and delivered, in which event Escrow Agent shall deliver the balance of the Escrow Fund as set forth in such order or judgment; or

(2) Seller and Buyer shall have delivered to Escrow Agent a joint statement executed by both Seller and Buyer setting forth the manner in which the Escrow Fund is to be paid out and delivered, in which event the Escrow Agent shall, except to the extent provided below, deliver the balance of the Escrow Fund as set forth in such statement.

Upon Closing hereunder, Escrow Agent shall pay over to Seller the balance of the Escrow Fund.

(d) Escrow Agent shall not be liable to either Seller or Buyer in connection with its performance as Escrow Agent hereunder other than for its negligence or willful misconduct, and Seller and Buyer shall jointly indemnify, defend and hold harmless Escrow Agent from and against any and all damages, losses, liabilities, costs and expenses (including reasonable legal fees and disbursements and the costs of enforcing this indemnity) which result from or arise out of or in connection with the Fund (including the collection of any amounts due or payable to

Escrow Agent) and any actions of Escrow Agent in connection therewith, other than Escrow Agent's negligence or willful misconduct.

(e) Upon delivery by Escrow Agent of the Escrow Fund as provided herein, Escrow Agent shall be relieved of all liability, responsibility or obligation with respect to or arising out of the Escrow Fund.

#### ARTICLE 4 TITLE TO THE PROPERTY

##### 4.1 Title Commitment and Survey.

(a) Promptly after the full execution and delivery of this Agreement, Buyer shall order (i) a title insurance report and commitment (the "**Title Commitment**") for an owner's title insurance policy for the Property from Royal Abstract National LLC, or such other title company as Buyer may otherwise elect (the "**Title Company**"), and (ii) an updated survey (if there is an existing survey) or new survey. In the event that (x) the survey shows any matter adversely affecting the use or operation of the Property for its current use that is unacceptable to Buyer, in its sole discretion, or (y) any exceptions appear in the Title Commitment that are unacceptable to Buyer, in its sole discretion (other than standard owner's title policy exceptions), which adversely affect the use or operation of the Property for its current use, then Buyer shall notify Seller in writing, within ten (10) Business Days of receipt of the Survey or Title Commitment, as applicable, of such matters or exceptions and the reasons the same are unacceptable to Buyer ("**Buyer's Objections**"). Notwithstanding anything to the contrary contained herein, Seller shall have no obligation to take any steps or bring any action or proceeding or otherwise to incur any effort or expense whatsoever to eliminate or modify any of Buyer's Objections, except that Seller shall remove (1) all mortgages, deeds of trust or other encumbrances caused by Seller evidencing all outstanding indebtedness to be satisfied of record (including, without limitation, the Existing Mortgage, except to the extent otherwise assigned by Seller and assumed by Buyer), (2) mechanics', materialmen's or suppliers' liens and judgment liens affecting the Property, (3) any lien or encumbrance that can be removed for a cost not greater than \$100,000, (4) any delinquent taxes or assessments, (5) any municipal violations (provided, however, that Seller shall be permitted to provide an undertaking reasonably acceptable to the Title Company or to escrow funds reasonably deemed sufficient to the Title Company therewith if such municipal violations are not susceptible of cure by Seller prior to the Outside Closing Date), and (6) any encumbrance that would restrict the marketability of the Property or the ability of an owner to use the Property as residential rental housing. Any exceptions to or matters contained in the Title Commitment (including, without limitation, municipal violations) not objected to by Buyer pursuant to this Section 4.1(a), other than those exceptions which Seller is required to remove pursuant to clauses (1) through (3) of this Section 4.1(a) or which will be extinguished upon the transfer of the Property, shall be "**Permitted Exceptions**". Notwithstanding the foregoing, Buyer shall not be entitled to object to, and shall be deemed to have approved the following and the same shall not constitute objections to title but shall be deemed Permitted Exceptions: any liens, encumbrances or other title exceptions over which the Title Company is willing to insure (without additional cost to Buyer), or against which the Title Company is willing to provided affirmative insurance (without additional cost to Buyer) satisfactory to Buyer in the exercise of its reasonable judgment.

(b) On or before the date that is ten (10) Business Days following the delivery of the Buyer's Objections, Seller shall notify Buyer in writing whether it will commit to eliminate or modify all of Buyer's Objections that it is obligated to remove pursuant to Section 4.1(a) on or prior to the Outside Closing Date. In the event Seller is unable or unwilling to eliminate or modify all of Buyer's Objections to the satisfaction of Buyer, Buyer may (as its sole and exclusive remedy) terminate this Agreement by giving written notice thereof to Seller on or before the date (the "**Objection Termination Date**") that is the earlier to occur of (i) five (5) days prior to the Scheduled Closing Date, or (ii) thirty (30) days after Buyer's receipt of any and each written notice from Seller of Seller's intent not to cure any one or more of such Buyer's Objections. In the event of the termination of this Agreement by Buyer pursuant to this Section 4.1(b), Buyer shall be entitled to the Escrow Fund and neither Seller nor Buyer shall have any further rights, obligations or liabilities hereunder except for the Surviving Obligations. If Buyer fails to terminate this Agreement on or prior to the Objection Termination Date, then Buyer shall be deemed to have accepted the form and substance of the survey (and all matters shown thereon) and the Title Commitment (and all exceptions shown thereon), and Buyer's right to terminate this Agreement pursuant to this Section 4.1(b) shall be deemed null and void and of no further force or effect.

## ARTICLE 5 DUE DILIGENCE

5.1 Due Diligence Items. Within three (3) Business Days following the execution of this Agreement, Seller shall at its sole cost and expense furnish to Buyer, at Buyer's address listed in Section 12.1 below, those documents, information and reports described on Schedule 5.1 of this Agreement (the "**Due Diligence Items**"), to the extent the same are in the possession or control of Seller or Seller's agents. Buyer shall have ninety (90) days from the execution of this Agreement to review such information ("**Due Diligence Period**"). All information provided by Seller to Buyer or obtained by Buyer relating to the Property in the course of Buyer's review, including any environmental assessment or audit of the Property (collectively, the "**Reports**") shall be treated by Buyer and Buyer's Representatives (as hereinafter defined) as confidential information (except to the extent such information is already public or Buyer or any Buyer Representative is required by law or a ruling or decision of any court to disclose such information); Buyer agrees to instruct all of Buyer's Representatives as to the confidential nature of such information and Reports. If, for any reason, the transaction contemplated herein does not close, Buyer will promptly return all Due Diligence Items, including the Reports, to Seller to the extent such Due Diligence Items, including the Reports, were provided to Buyer by Seller.

5.2 No Representation Regarding Due Diligence Items. Except as expressly set forth in Article 7, by furnishing Buyer with the Due Diligence Items, Seller does not make any representation with respect to the accuracy, completeness, conclusions, or statements expressed in the Due Diligence Items.

5.3 Inspection. Subject to the rights of tenants under the Leases, Buyer and its agents, employees, representatives, inspectors, appraisers, engineers, contractors, lenders and other consultants (collectively "**Buyer's Representatives**") shall have the right to conduct physical inspections and examinations of the Property from time to time, following the date hereof upon not less than one (1) Business Day prior notice to Seller in each instance (provided that only one notice shall be required for each entry or inspection that continues for consecutive multiple days),

and Seller's receipt of written evidence that Buyer has procured the insurance required by Section 5.3(b) below. Buyer and Buyer's Representatives shall conduct all physical inspections of the Property during normal business hours at times mutually acceptable to Buyer and Seller. No invasive testing or boring shall be done on the Property without prior notification to Seller and the written permission of Seller to perform the same.

(a) Buyer acknowledges that prior to the Scheduled Closing Date, Buyer will have conducted such surveys, tests, studies, examinations and inspections of the Property as Buyer, in Buyer's sole discretion, has deemed or may deem necessary or advisable as a condition precedent to Buyer's purchase of the Property and to determine the physical, environmental and land use characteristics of the Property and its suitability for Buyer's intended use (collectively, "**Investigative Activities**").

(b) Prior to commencement of any Investigative Activities on the Property, Buyer shall furnish to Seller a copy of Buyer's commercial general liability insurance policy, or a certificate evidencing Buyer has such insurance, covering any and all liability of Buyer and Buyer's Representatives with respect to or arising out of any Investigative Activities. Buyer's commercial general liability insurance policy shall be an occurrence policy and shall have liability limits of not less than One Million Dollars (\$1,000,000.00) combined single limit per occurrence and Three Million Dollars (\$3,000,000.00) in the aggregate for bodily injury, personal injury and property damage liability. Such liability insurance policy shall name Seller and its successors and assigns and any managing agent and mortgagee designated in writing to Buyer as an additional insured and shall be in form and substance and issued by an insurance company reasonably satisfactory to Seller.

(c) Buyer shall protect, indemnify, defend and hold the Property, Seller (and Seller's members, representatives, officers, directors, participants, employees, invitees, agents and contractors) free and harmless from and against any and all claims, damages, liens, stop notices, liabilities, losses, costs and expenses, including all interest, penalties, reasonable attorneys' fees and all disbursements and court costs (collectively, "**Liabilities**"), resulting from Buyer's Investigative Activities on the Property, including repairing any and all damages to any portion of the Property, arising out of or related (directly or indirectly) to Buyer's conducting such Investigative Activities, except to the extent caused by Seller. Buyer shall keep the Property free and clear of any mechanics' liens or materialmen's liens related to Buyer's conducting Investigative Activities. The Buyer's indemnification obligations set forth in this Subsection 5.3(c) shall survive the Closing and shall not be merged with the A&R or New Replacement Ground Lease (as defined below), and shall survive any termination of this Agreement prior to the Closing.

(d) In the event that Buyer's review of the Due Diligence Items or Reports or its physical inspections of the Property, including, without limitation, its environmental and engineering inspections of the Property, reveal any latent items not disclosed to or known by Buyer as of the date hereof, and unacceptable to Buyer, in its sole discretion, Buyer shall have the right to terminate this Agreement upon written notice to Seller prior to the end of the Due Diligence Period. In the event of such termination, Buyer shall be entitled to the Escrow Fund and neither Seller nor Buyer shall have any further rights, obligations, or liabilities hereunder except for the Surviving Obligations.

ARTICLE 6  
CONDITIONS TO CLOSING

6.1 Intentionally Omitted.

6.2 Agency Consents. Buyer shall obtain all consents, approvals or certificates of, and/or shall provide notice to where required, the applicable local agencies or municipalities in the County of Fairfax, City of Burke or Commonwealth of Virginia respectively, required in order for Buyer to acquire, finance and operate the Property, including, without limitation, any approval to enter into a tax abatement or sales tax exemption agreement (to the extent applicable), satisfactory to Buyer in its sole discretion (collectively, the “**Supervising Agency Consents**”). Within thirty (30) days after the expiration of the Due Diligence Period, Buyer shall request and make all applications required in order to obtain the Supervising Agency Consents. Seller agrees to cooperate with Buyer in connection with Buyer’s request for and efforts to obtain the Supervising Agency Consents and provide the applicable authorities with such information as they may reasonably request in connection therewith. If Buyer fails to obtain the Supervising Agency Consents on or prior to the Outside Closing Date, as hereinafter defined, then Buyer may terminate this Agreement upon delivery of written notice to Seller on or prior to such date. In the event of the termination of this Agreement pursuant to this Section 6.2, Buyer shall be entitled to the Escrow Fund and thereafter neither Seller nor Buyer shall have any further rights, obligations or liabilities hereunder except for the Surviving Obligations.

6.3 Ground Lessor Consent. Buyer’s obligations hereunder are contingent upon Seller obtaining the consent of Ground Lessor to this transaction (“**Ground Lessor Consent**”). Buyer agrees to cooperate with Seller in connection with Seller’s request for and efforts to obtain such Ground Lessor Consent. Seller agrees to employ its best efforts to obtain such Ground Lessor Consent. If the Ground Lessor Consent is not obtained prior to the Closing, then Buyer shall have the right to terminate this Agreement effective upon notice to Seller upon which Buyer shall be entitled to the Escrow Fund and neither Seller nor Buyer shall have any further rights, obligations, or liabilities hereunder except for the Surviving Obligations.

6.4 Prepayment Consents. Buyer's obligations hereunder are contingent upon Seller obtaining any necessary consents (including any consent by the Existing Mortgagor, if necessary) to the prepayment of the Existing Mortgage (the "**Prepayment Consents**"). Prior to Closing, Seller shall request the Prepayment Consents; Buyer agrees to cooperate with Seller in connection with Seller’s request for and efforts to obtain any required Prepayment Consents; Seller agrees to employ commercially reasonable efforts to obtain the Prepayment Consents. If Seller fails to obtain the Prepayment Consents, as applicable, by the Outside Closing Date, then Buyer may terminate this Agreement upon written notice to Seller. In the event of the termination of this Agreement pursuant to this Section 6.4, Buyer shall be entitled to the Escrow Fund and thereafter neither Seller nor Buyer shall have any further rights, obligations or liabilities hereunder except for the Surviving Obligations. The prepayment of the Existing Mortgage, to the extent that Seller elects to prepay such Existing Mortgage (including the expenses of all parties in connection therewith) is the obligation of Seller at its sole cost and expense.

6.5 Financing Approval. Buyer's obligations hereunder are contingent upon Buyer obtaining a commitment from (i) FCRHA or such other authorized

bond issuer as Buyer, in its sole discretion, may select (FCRHA and each such other issuer are hereinafter referred to individually as an “**Issuer**” and collectively, as the “**Issuers**”) for (a) an allocation of tax-exempt bond “volume cap” (which may be multi-year allocation) and financing by an Issuer in an amount sufficient to permit the Buyer to pass the “50% test”, and (b) an allocation from such authorized allocating agency as Buyer, in its sole discretion, may select, of so-called “4%” Low Income Housing Tax Credits, on standard terms for transactions comparable to the transactions contemplated by this Agreement, and (ii) a lender (which may also be the Issuer) as Buyer, in its sole discretion may select, (any such lender is hereinafter referred to individually as a “**Lender**” and collectively as the “**Lenders**”), to finance Buyer's acquisition and renovation of the Property (Items (a) and (b), along with any other alternative financing sources from FCRHA and/or the City of Burke, collectively are referred to as the “**Financing Approvals**”; the Financing Approvals, Supervising Agency Consents, Ground Lessor Consent, the HUD Consents (as hereinafter defined) and the Prepayment Consents are, collectively, the “**Approvals**”). Within sixty (60) days after the execution of this Agreement, Buyer shall make an application to one or more Issuers and/or Lenders to obtain the Financing Approvals and upon request, will provide Seller with a complete copy of such applications. Seller agrees to cooperate with Buyer in connection with Buyer's request for and efforts to obtain the Financing Approvals. If Buyer (i) fails to obtain the Financing Approvals on or prior to the Outside Closing Date, or (ii) if the bonds are not issued or the proceeds thereof are not made available to Buyer on or prior to the Outside Closing Date, then Buyer may terminate this Agreement upon written notice to Seller. In the event of the termination of this Agreement by Buyer pursuant to this Section 6.5, Buyer shall be entitled to the Escrow Fund and thereafter neither Seller nor Buyer shall have any further rights, obligations or liabilities hereunder except for the Surviving Obligations.

6.6 HUD Consents. Buyer's obligations hereunder are contingent upon Buyer obtaining any necessary consents from the United States Department of Housing and Urban Development (“**HUD**”) with respect to the purchase and sale of the Property pursuant to this Agreement, including without limitation, HUD's consent to (i) the 2530 Form submitted by the Buyer, (ii) the assignment and assumption of that certain Housing Assistance Payments Renewal Contract dated effective July 1, 2018, and any prior Housing Assistance Payments Contracts or amendments, between Seller and HUD, designated as Section 8 Project No. VA39H027036 encumbering the Property (the “**HAP Contract**”), or any successor HAP Contract or other HUD subsidy, (iii) the collateral assignment of the HAP Contract or successor HAP Contract to a proposed credit enhancer or mortgage lender, as the case may be, (iv) an extension of the term of the HAP Contract or successor HAP Contract for a period of no less than twenty (20) years and (v) the transfer of the Property to the Buyer (collectively, the “**HUD Consents**”). Buyer shall request and make all applications to HUD required in order to obtain the HUD Consents and will provide Seller upon request with copies of such applications. Seller agrees to cooperate with Buyer in connection with Buyer's request for and efforts to obtain the HUD Consents and provide HUD with such information as HUD may reasonably request in connection therewith and to post tenant notices, if so required by HUD, prior to Buyer making the aforesaid application. If Buyer fails to obtain the HUD Consents on or prior to the Outside Closing Date, then Buyer may terminate this Agreement upon written notice to Seller. In the event of the termination of this Agreement by Buyer pursuant to this Section 6.6, Buyer shall be entitled to the Escrow Fund and thereafter neither Seller nor Buyer shall have any further rights, obligations or liabilities hereunder except for the Surviving Obligations.

6.7 Failure to Request or Diligently Seek Approvals. Notwithstanding anything to the contrary set forth in this Agreement, if either party is unable to obtain the Approvals which such party is obligated hereunder to request and attempt to obtain because such party did not diligently pursue the same in a commercially reasonable manner, such party shall be deemed to be in default hereunder, and the non-defaulting party shall be entitled to such remedies as are available to it pursuant to Article 10 of this Agreement.

## ARTICLE 7 REPRESENTATIONS AND WARRANTIES

7.1 Buyer's Representations and Warranties. Buyer represents and warrants to Seller that as of the date of this Agreement and as of the Closing Date:

(a) Buyer is duly organized, validly existing, and in good standing under the laws of the state of its formation.

(b) Subject to the Approvals, Buyer has the full power and authority to execute, deliver and perform its obligations under this Agreement.

(c) This Agreement and all agreements, instruments and documents herein provided to be executed by Buyer are and as of the Closing will be duly authorized, executed and delivered by Buyer, and at the time of Closing will be the legal, valid and binding obligations of Buyer, enforceable against Buyer in accordance with their respective terms.

7.2 Seller's Representations and Warranties. Seller represents and warrants to Buyer that as of the date of this Agreement and as of the Closing Date:

(a) Seller is duly organized, validly existing, and in good standing under the laws of the state of its formation.

(b) Subject to the Approvals, Seller has the full power and authority to execute, deliver and perform its obligations under this Agreement.

(c) This Agreement and all agreements, instruments and documents herein provided to be executed by Seller are and as of the Closing will be duly authorized, executed and delivered by and are and will be binding upon Seller, and at the time of Closing will be the legal, valid and binding obligations of Seller, enforceable against Seller in accordance with their respective terms, and do not and, at the time of Closing will not, violate any provision of any agreement or judicial order to which Seller or the Property is subject.

(d) Attached hereto as Schedule 7.2-d is a true, correct and complete rent roll consisting of all residential units on the Property, which rent roll shall include all of the (x) rent concessions, free rent occupancies, reduction or abatement of rent, (y) tenant arrearages, and (z) security deposits for each of the Leases (the "**Rent Roll**"). Seller has delivered, or will make available to Buyer at the Property, true and complete copies of all Leases set forth on Schedule 7.2-d. In addition, with respect to the Leases, Seller further represents and warrants that:

(i) there are no other written promises, amendments, agreements or commitments between any tenant and Seller or, to Seller's knowledge, any one acting by or on behalf of Seller, nor are there any written commitments in favor of any tenants other than as expressly set forth in such Leases except as set forth on Schedule 7.2-d;

(ii) no Lease has been canceled or surrendered by any express act of Seller and no written notice of cancellation or surrender has been received by Seller;

(iii) to Seller's knowledge, except as set forth in the Rent Roll or Leases, no tenant is entitled to any rent concession, rent-free occupancy, reduction or abatement of rent for any reason whatsoever;

(iv) except as set forth in the Leases, Seller is holding no security deposits with respect to the Leases and no rent has been prepaid for more than one month before its due date;

(v) there are no brokerage agreements relating to the Leases that are currently in effect; and

(vi) Seller has not, on or prior to the date hereof, transferred any of their interest in the Leases which will not be discharged at or prior to Closing.

(e) Attached hereto as Schedule 7.2-e is a true, correct and complete list of the Operating Contracts (as hereinafter defined). Except as set forth in Schedule 7.2-e, Seller has received no written notice with respect to any Operating Contract that Seller has failed to comply in all material respects with its obligations thereunder. To the knowledge of Seller, no other party to any Operating Contract is in default of any of its obligations thereunder, except to the extent set forth in Schedule 7.2-e.

(f) Except for the Permitted Exceptions, the Operating Contracts and the Leases, and except as set forth in the Schedules to this Agreement, Seller has entered into no agreements or encumbrances which grant parties the right to possession of any portion of the Property which will be binding on Buyer after Closing hereunder, and to Seller's knowledge no other parties are in possession of any portion of the Property except parties claiming under such agreements.

(g) Except as disclosed in Schedule 7.2-g, Seller has not received any written notice from any Governmental Authority, mortgagee, insurance company, board of fire underwriters, or any other association having authority or power over all or any portion of the Property, requesting the performance of any work or alterations with respect to the Property that has not been performed.

(h) Seller has not received written notice from the supplier of water, sewage, electricity, gas or telephone services to the Property stating that such service is being or will be terminated or curtailed.

(i) Seller owns, or will own as of the Closing, all of the Personal Property listed on Exhibit 2 to Exhibit C of this Agreement, free and clear of all liens and claims by third parties.

(j) Seller has received no written notice of any special tax assessments pending or contemplated against the Property that are not of record or disclosed in the Title Commitment.

(k) Except for the matters set forth on Schedule 7.2-k, there is no action, suit, litigation, hearing or administrative proceeding pending or, to Seller's knowledge, threatened in writing against Seller or with respect to all or any portion of the Property, nor to the best of Seller's knowledge is there any basis therefor, which, in each case, is not or would not be covered by Seller's insurance or which would have a material adverse effect on the use or operation of Property.

(l) Seller has received no written notice of any condemnation or eminent domain or zoning change proceedings pending or threatened against the Land or the Improvements, and Seller has received no written notice and to the best of Seller's knowledge has no reason to believe that the Property is not in compliance with all local, land use and zoning laws and the laws, rules and regulations of any Governmental Authority having jurisdiction over the Property. There are no special permits of any Governmental Authority affecting the Property.

(m) Except as listed on Schedule 7.2m, there are no collective bargaining, union or other employment agreements to which Seller is a party and relating to the Property. Seller represents and warrants that from and after the Closing, Buyer shall have no obligation and shall incur no liabilities with respect to the period prior to Closing with regard to any employees employed by Seller or by its managing agent in connection with the operation of the Property, except to the extent set forth on Schedule 7.2m.

(n) There are no pending or, to Seller's knowledge, threatened actions, suits or proceedings before or by any court or administrative agency (i) which question the validity of this Agreement or any instrument or agreement executed in connection herewith, or (ii) which seek to restrain or prohibit this Agreement or the consummation of the transaction contemplated hereby or (iii) which seek to restrain or prohibit the operation of the Property as residential rental housing.

(o) Seller has not entered into any other contracts for the sale of, or granting any Person any option, right of first refusal, right of first offer, or any other rights to purchase, all or any portion of any Property.

(p) Seller has received no written notice that the Property currently violates any applicable Environmental Laws relating to the Property and Seller to the best of its knowledge has no reason to believe the Property currently violates any Environmental Laws or contains any Hazardous Substances.

(q) Seller has received no written notice of default with respect to the Existing Mortgage and all payments under such Existing Mortgage are current.

(r) All financial information and documentation which has been delivered by Seller to Buyer pursuant to Section 5.1 hereof relating to the Property is true, correct and complete.

(s) Seller has not filed or been the subject of any filing of a petition under the federal bankruptcy law or any state insolvency laws or laws for the reorganization of debtors.

(t) Seller is not insolvent (within the meaning of any applicable Federal or state law relating to bankruptcy or fraudulent transfers) and will not be rendered insolvent by the transactions contemplated by this Agreement.

(u) No Employee Benefit Plan within the meaning of Section 3.3 of the Employee Retirement Security Act of 1974 (“**ERISA**”), sponsored or maintained by Seller, its subsidiaries or affiliates has any interest in the Property, whether (without limiting the foregoing) as an owner, lender, lessee, sublessee, creditor, secured party, assignee or otherwise, nor is the Property subject to any lien under ERISA or the Internal Revenue Code of 1986, as amended.

(v) Seller is not a person or entity with whom the United States, any Person or entities are restricted or prohibited from doing business under regulations of the Office of Foreign Asset Control (“**OFAC**”) of the Department of the Treasury (including those named on OFAC’s specially designated and blocked persons list) or under any statute, executive order (including the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action, and is not and will not engage in any dealings or transactions or be otherwise associated with such persons or entities.

(w) Seller is current in all its real and personal property tax obligations assessed against the Property and with regard to itself.

(x) Intentionally omitted.

(y) The HAP Contract is in full force and effect and will remain in effect through the Closing Date and (i) Seller has received no notices concerning any violations thereof, and (ii) Seller does not owe any amounts to HUD under such contract or any applicable regulations.

7.2.2 Seller’s Knowledge Party. The phrase “To Seller’s knowledge” means the actual knowledge of Matthew Finkle.

7.2.3 Seller agrees to indemnify and hold harmless Buyer and Buyer’s members, partners, officers, directors, employees, agents, successors and assigns (collectively, “**Buyer’s Indemnitees**”), from and against, and to reimburse Buyer’s Indemnitees with respect to, any and all claims, demands, causes of action, loss, damage, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys’ fees and court costs) of any and every kind asserted against or incurred by Buyer’s Indemnitees at any time by reason of or arising out of Seller’s material breach of any of the representations and warranties set forth in Section 7.2 or arising out of any claims, legal proceedings or governmental actions or similar proceedings based upon, or claiming

violation of Environmental Laws or Hazardous Substances if the claim, proceeding, action or basis for a cause of action occurred prior to Closing. The indemnification obligations of Seller pursuant to this Section 7.2.3 shall survive the Closing and any termination of this Agreement.

7.3 The representations and warranties contained in Sections 7.1 and 7.2 hereof shall survive for a period of two (2) years from the Closing Date and are only actionable to the extent Buyer or Seller as applicable is damaged in an amount exceeding \$25,000.00 in the aggregate as a result of any alleged misrepresentation or breach of warranty set forth herein, and in no event shall the maximum liability hereunder exceed the sum of \$500,000.00.

7.4 Property "As Is". EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, BUYER ACKNOWLEDGES AND AGREES THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY OTHER REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER OR ANY TENANT MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, OR (H) COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE EXISTENCE IN OR ON THE PROPERTY OF HAZARDOUS SUBSTANCES (AS DEFINED BELOW) OR (I) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY. ADDITIONALLY, NO PERSON ACTING ON BEHALF OF SELLER IS AUTHORIZED TO MAKE, AND BY EXECUTION HEREOF, BUYER ACKNOWLEDGES THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NO PERSON HAS MADE, ANY REPRESENTATION, AGREEMENT, STATEMENT, WARRANTY, GUARANTY OR PROMISE REGARDING THE PROPERTY OR THE TRANSACTION CONTEMPLATED HEREIN; AND NO SUCH REPRESENTATION, WARRANTY, AGREEMENT, GUARANTY, STATEMENT OR PROMISE, IF ANY, MADE BY ANY PERSON ACTING ON BEHALF OF SELLER SHALL BE VALID OR BINDING UPON SELLER UNLESS EXPRESSLY SET FORTH HEREIN. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, BUYER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER AND, SUBJECT TO THE PROVISIONS OF THIS AGREEMENT, AGREES TO ACCEPT THE PROPERTY AT THE CLOSING AND WAIVE ALL OBJECTIONS OR CLAIMS AGAINST SELLER (INCLUDING BUT NOT LIMITED TO ANY RIGHT OR CLAIM OF CONTRIBUTION, BUT EXPRESSLY

EXCLUDING THOSE THAT RELATE TO ANY SURVIVING OBLIGATIONS) ARISING FROM OR RELATED TO THE PROPERTY OR TO ANY HAZARDOUS SUBSTANCES ON THE PROPERTY. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKE NO REPRESENTATIONS AS TO THE ACCURACY, TRUTHFULNESS OR COMPLETENESS OF SUCH INFORMATION. EXCEPT AS EXPRESSLY SET FORTH HEREIN, SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENT, REPRESENTATION OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, ATTORNEY, CONTRACTOR, AGENT, EMPLOYEE OR OTHER PERSON. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT AND TO THE EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS" CONDITION AND BASIS WITH ALL FAULTS, BASED UPON THE CONDITION OF THE PROPERTY AS OF THE DATE OF THIS AGREEMENT, REASONABLE WEAR AND TEAR AND, SUBJECT TO THE PROVISIONS OF ARTICLE 9 OF THIS AGREEMENT, LOSS BY CONDEMNATION OR FIRE OR OTHER CASUALTY EXCEPTED.

## ARTICLE 8 CLOSING

### 8.1 Closing Date.

(a) The consummation of the transactions provided for in this Agreement (the "**Closing**") shall take place either at the offices of Buyer or Buyer's lender, in Buyer's sole discretion, at 10:00 a.m., on such date as the parties hereto may mutually agree upon; provided that such date is (i) no earlier than ten (10) days following the date upon which the Approvals have been obtained and (ii) no later than August 31, 2023 (such date, as it may be extended pursuant to this Agreement, the "**Outside Closing Date**"; the date for which the Closing is scheduled, as same be rescheduled by the parties pursuant to their respective rights under this Agreement, the "**Scheduled Closing Date**"; and the actual date of the Closing is herein referred to as the "**Closing Date**"). If the Scheduled Closing Date falls on a day which is not a Business Day, then the Scheduled Closing Date shall be deemed to be automatically adjourned to the next succeeding Business Day. The term "**Business Day**", as used herein, means any day of the week other than a Saturday, Sunday or a legal holiday. At Seller's or Buyer's election, the Closing may be effectuated by forwarding all executed documents and other items necessary to effect the Closing to the Title Company, without the necessity of the parties actually being present at the offices of the Title Company for the Closing.

(b) Notwithstanding the foregoing, Buyer may elect to postpone the Outside Closing Date for a period not to exceed ninety (90) days by giving written notice of such extension to Seller not later than five (5) Business Days prior to the Outside Closing Date.

8.2 Possession. Possession of the Property shall be delivered to Buyer at the Closing, subject to the rights of tenants under the Leases.

8.3 Prorations, Payment Reserves and Security Deposits. All rents, other amounts payable by the tenants under the Leases, income, utilities and all other operating expenses with respect to the Property for the month in which the Closing occurs, and real estate and personal property taxes and other assessments and any payments in lieu of taxes with respect to the Property for the year in which the Closing occurs, shall be prorated to, and Buyer shall receive the benefits and burdens of ownership on, the Closing Date. All prorations shall be made consistently with local customs and practices, including proration of real estate taxes based on the fiscal tax year.

(a) If the Closing shall occur before rents and all other amounts payable by the tenants under the Leases and all other income from the Property have actually been paid for the month in which the Closing occurs, the apportionment of such rents and other amounts and other income shall be upon the basis of such rents, other amounts and other income actually received by Seller. Subsequent to the Closing, all rents and other income actually received by Buyer from tenants of the Property shall be applied: (i) first, to unpaid rents for the month in which the Closing occurs prorated between Buyer and Seller; (ii) second, to post-Closing rents due to Buyer; and (iii) finally, to rents owed and unpaid to Seller for periods prior to the month prior to the Closing. Any amounts due to Seller after allocation in accordance with the preceding sentence shall be paid to Seller within fifteen (15) Business Days of Buyer's receipt of such payments. Buyer shall make a good faith effort and attempt to collect any such rents and other amounts and other income due prior to but not apportioned at the Closing for the benefit of Seller; provided, however, that Buyer shall not be required to expend any funds or institute any litigation in such collection efforts. Nothing in this Section 8.3(a) shall restrict Seller's right to collect delinquent rents directly from a tenant by any legal means, provided that Seller may not commence or continue any eviction proceeding against a tenant after the Closing.

(b) Unless final meter readings have been completed prior to the Closing Date, if the Closing shall occur before the actual amount of utilities and all other operating expenses with respect to the Property for the month in which the Closing occurs are determined, such utilities and other operating expenses shall be reasonably estimated by Seller on the basis of the amounts thereof paid by Seller during the six (6) month period prior to the Closing Date and shall be apportioned based upon such estimated amounts. The parties agree to adjust the proration of utilities and all other operating expenses with respect to the Property for the month in which the Closing occurs subsequent to the Closing, when the actual amount of such utilities and other operating expenses are determined, and to promptly pay the amount of any underpayment or refund the amount of any overpayment with to the party entitled thereto in order to effect such adjustment.

(c) All operating accounts and reserves relating to the operation (including ordinary payables and prepaid items), management and ownership of the Property, including, operating reserve accounts, contingency reserve accounts and painting reserve accounts, and other cash accounts ("Reserves"), shall remain the property of and be released to Seller following Closing, provided that in the event that HUD or any local agency requires that the Replacement Reserves be transferred from the Seller to the Buyer, a credit shall be given to the Seller in the amount of such Replacement Reserves. Buyer and Seller shall arrange for the Reserves to be released in their entirety to Seller prior to or at Closing by taking all reasonable

actions required by each Governmental Authority in order for the Reserves to be released to Seller by, and paid and replaced by Buyer to, such Governmental Authority.

(d) Seller and Buyer acknowledge and agree that all the prorations contemplated by this Section 8.3 may not be completed as of the Closing Date. Buyer and Seller agree to close without adjustment to the Purchase Price for such prorations subject to the following conditions: (i) within ninety (90) days following the Closing Date, Buyer or its agent shall prepare, in accordance with this Section 8.3, and Seller shall review and approve (which approval shall not be unreasonably withheld or delayed) a final closing statement (the "**Final Closing Statement**") setting forth the final determination of all closing adjustments and Buyer's reasonable determination of the net amount for any items that are not capable of being determined at such time, including, without limitation, real estate taxes and utilities (the "**Open Items**"); and (ii) the net amounts due to Buyer or Seller, if any, by reason of such adjustments shall be paid in cash by the party obligated therefore within ten (10) business days following the party's receipt of the approved Final Closing Statement. The adjustments, prorations and determinations agreed to by Buyer and Seller shall be conclusive and binding on the parties hereto, except for the Open Items, which Open Items shall, if necessary, be readjusted as soon as reasonably practicable following receipt of the actual amount. The agreement of Buyer and Seller set forth herein shall survive the Closing.

(e) Buyer shall indemnify, protect, defend and hold Seller harmless from and against any and all claims by and liabilities to any third persons arising out of the deposits or fees for which Buyer obtains a credit as provided in this Section 8.3 or which Buyer receives directly from Seller, except to the extent caused by the gross negligence or intentional misconduct of Seller. The agreements of Seller and Buyer set forth in this Section 8.3 shall survive the Closing.

#### 8.4 Transfer Taxes, Recording and Other Charges.

(a) At the Closing, Seller and Buyer shall execute, acknowledge, deliver and file all such returns as may be necessary to comply with all applicable transfer tax laws, and the regulations applicable thereto, as the same may be amended from time to time (the "**RET**"). On the Closing Date, either Seller or Buyer, whichever is customary in the local jurisdiction, shall pay to the appropriate party the amounts payable under the RET (the "**Transfer Taxes**"), if any.

(b) Any costs, prepayment premiums and penalties associated with (i) the removal and satisfaction of record of all mortgages, deeds of trust or other encumbrances caused by Seller evidencing all outstanding indebtedness related to the Property (including, without limitation, the Existing Mortgage) and (ii) obtaining all the required consents of Seller's partners to the transactions contemplated by this Agreement, shall be paid by Seller. In addition, Seller shall pay all of Seller's legal fees and expenses.

(c) All other closing costs and expenses shall be paid by Buyer (excluding other costs incurred by Seller in connection with the contemplated transaction), including, without limitation Buyer's legal fees and expenses, costs of any due diligence review of the Property; costs of title insurance and of any required survey; and all of Buyer's costs relating to the Approvals.

(d) Notwithstanding any of the foregoing, in the event that any local law requires the allocation of the above-described costs and expenses in a manner other than as provided herein, the parties shall abide by such law(s) and the Purchase Price shall be adjusted accordingly to reflect the allocation of such costs/expenses as anticipated by the parties according to this Section 8.4. The provisions of this Section 8.4 shall survive the Closing.

8.5 Seller's Deliveries at Closing. At the Closing, Seller shall deliver the following:

(a) Assumption/Amended and Restated Ground Lease or New Replacement Ground Lease. An Assumption/Amended and Restated Ground Lease or New Replacement Ground Lease with respect to the FCRHA Ground Lease (the "**A&R or New Replacement Ground Lease**"), duly authorized, executed and acknowledged, conveying the leasehold interests to the Land and the Improvements to Buyer, subject only to the Permitted Exceptions.

(b) Bill of Sale. A Bill of Sale, duly authorized, executed and acknowledged, conveying the Personal Property to Buyer in the form attached to this Agreement as Exhibit C. The parties agree that no portion of the Purchase Price shall be allocated to such Personal Property.

(c) Evidence of Authority. Such organizational and authorizing documents of Seller as shall be reasonably required by the Title Company to evidence Seller's authority to consummate the transactions contemplated by this Agreement.

(d) Foreign Person. A certification of the Seller certifying that the Seller is not a "foreign person", in the form of Exhibit D attached hereto and made a part hereof, and any required state tax affidavits.

(e) Leases. The originals or, if unavailable, copies certified by Seller, of all Leases (to be delivered in place at the Property) and a Rent Roll, current as of the date of the Closing.

(f) Security Deposits. The cash security deposits (together with interest accrued thereon) and letters of credit, if any, (together with proper assignments thereof) held by Seller as security under the Leases, but only to the extent the same have not been applied in accordance with the Leases or returned to tenants and relate to tenants occupying space in the Improvements on the Closing Date pursuant to Leases then in effect; in lieu of providing the cash deposit, Seller may provide Buyer with a credit on the closing statement in the amount of such deposits;

(g) Assumed Contracts. The originals or, if unavailable, copies certified by Seller, of all Assumed Contracts (to be delivered in place at the Property).

(h) Contract Terminations. Terminations of all Operating Contracts (other than the Assumed Contracts).

(i) Seller's Approvals. The originals or copies certified by Seller of (i) the instruments evidencing the assignment or removal and satisfaction of record of all mortgages,

deeds of trust or other encumbrances caused by Seller evidencing all outstanding indebtedness related to the Property (including, without limitation, the Existing Mortgage) and (ii) all required written consents of Seller's partners to the transactions contemplated by this Agreement.

(j) Permits and Approvals. Originals or, if unavailable, copies certified by Seller, of all permits, licenses and approvals relating to the ownership, use or operation of the Property, to the extent in Seller's possession or control;

(k) Keys to Property. Keys and combinations in Seller's possession or control relating to the operation of the Property (to be delivered in place at the Property);

(l) Books and Records. Originals or, if unavailable, copies, of all books and records relating to the operation of the Property and maintained by Seller during Seller's ownership thereof and, in Seller's possession or control (to be delivered in place at the Property) except for confidential financial information concerning the Seller or principals of the Seller;

(m) Title Affidavits. Title affidavit in form and substance as reasonably requested by the Title Company and customary for transactions of this type (including a GAP Undertaking (to the extent required by the Title Company), and a broker lien waiver for any broker retained by Seller.

8.6 Buyer's Deliveries at Closing. At the Closing, Buyer shall deliver to Title Company for delivery to Seller, the following:

(a) Purchase Price. The Cash Balance payable at Closing, as the same may be adjusted for apportionments under Section 8.3 hereof, by wire transfer of immediately available funds.

(b) Evidence of Authority. Such organizational and authorizing documents of Buyer as shall be reasonably required by the Title Company, authorizing Buyer's acquisition of the Property pursuant to this Agreement and the execution of this Agreement and any documents to be executed by Buyer at the Closing.

(c) Other Documents. All other payments and documents required to be delivered by Buyer to Seller on the Closing Date to consummate the transactions described herein and/or as required by this Agreement, including, but not limited to, all documents required by any Issuer, Lender, Governmental Authority or private lender in connection with the Approvals.

8.7 Documents to be Executed by Seller and Buyer. At the Closing, Seller and Buyer shall also execute and deliver to the Title Company the following for delivery of an original, fully executed counterpart to Seller and Buyer, respectively, at Closing:

(a) Tenant Notices. Signed notice form from which notices to each tenant of the Property will be prepared and delivered by the Seller, in the form attached to this Agreement as Exhibit E (the "**Tenant Notice**"), notifying such tenants that the Property and all security deposits and last month's rent paid have been transferred to Buyer, that Buyer has assumed responsibility therefor and is responsible for and is holding the security deposit and last month's

rent deposited or paid by tenant, as applicable, that all future rent shall be paid to Buyer, and otherwise complying with any applicable law or regulation.

(b) Intentionally Deleted.

(c) Assignment of Leases and Operating Contracts. An Assignment of all Leases and Operating Contracts in the form attached to this Agreement as Exhibit F.

(d) Assignment of Intangible Property. An Assignment of Property Documents, Intangible Property, Permits and Warranties in the form attached to this Agreement as Exhibit G.

(e) Tax Returns. The returns required under the RET and any other tax laws applicable to the transactions contemplated herein.

(f) Closing Statements. Closing statements prepared by the Title Company, reflecting all payments, prorations, charges, and costs of transfer.

(g) Intentionally omitted.

(h) Assignment and Assumption of HAP Contract. An Assignment and Assumption HAP Contract in a form approved by HUD.

(i) Other Documents. Such other documents, instruments, certifications and confirmations as may be reasonably required and customary to fully effect and consummate the transactions contemplated hereby.

## ARTICLE 9 RISK OF LOSS

9.1 If between the date hereof and the Closing Date all or any portion of the Improvements are materially damaged by fire or other casualty, or any material portion of the Property is taken or Seller shall receive an official notice from any Governmental Authority having eminent domain power over the Property of its intention to take, by eminent domain proceeding, any material portion of the Property (a "**Material Taking**"), then Seller shall promptly, and in any event prior to the Closing Date, notify Buyer of the same. Buyer shall have the option, exercisable within fifteen (15) days after receipt of notice of such material damage or Taking to terminate this Agreement by delivering notice thereof to Seller, whereupon the Escrow Fund shall be returned to Buyer and this Agreement shall be terminated and of no further force or effect, and neither party shall have any further rights, obligations or liabilities against or to the other except for the Surviving Obligations. As used herein, (i) the term "**materially damage**" means any damage to or destruction of the Improvements that would cost, in Seller's reasonable judgment, Two Hundred Thousand Dollars (\$200,000) or more to repair, and (ii) the term "**material portion**" means any portion of the Land or the Improvements that, if subject to a Taking, would (x) either reduce the rentable square foot area of the Building by more than five percent (5%) or the number of units in the Building by more than five percent (5%), (y) require repair of the remaining portion of the Improvements that would cost, in Seller's reasonable judgment, Two Hundred Thousand Dollars (\$200,000) or more, or (z) eliminate or limit access to the Improvements.

9.2 If, prior to the Closing Date, (i) the Improvements are materially damaged or a Material Taking occurs and Buyer shall not elect to terminate this Agreement as provided in Section 9.1, (ii) the Improvements suffer any damage other than material damage and reasonable wear and tear, or (iii) a non-material portion of the Property is taken or threatened by eminent domain, then in each event Buyer and Seller shall consummate the purchase and sale of the Property in accordance with the terms of this Agreement, without any reduction in the Purchase Price or any liability or obligation on the part of Seller by reason of such material damage or Taking, except that Seller shall, on the Closing Date, (a) assign and remit to Buyer the proceeds of any insurance proceeds, award or other proceeds collected by Seller as a result of and with respect to any material or other damage to the Improvements or a Material Taking or taking of the Property, together with the amount of any applicable insurance deductible, or (b) if no insurance proceeds, award or other proceeds have been paid to and collected by Seller, deliver to Buyer an assignment of Seller's entire right, title and interest in and to any insurance proceeds, award or other proceeds which may be payable to Seller as a result of and with respect to any material or other damage to the Improvements or a Material Taking or taking of the Property, and pay to Buyer the amount of any applicable insurance deductible.

#### ARTICLE 10 DEFAULT PRIOR TO CLOSING

10.1 LIQUIDATED DAMAGES - DEPOSIT. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IF BUYER HAS NOT TERMINATED THIS AGREEMENT IN ACCORDANCE WITH THE TERMS HEREOF AND IF THE SALE OF THE PROPERTY TO BUYER IS NOT CONSUMMATED FOR ANY REASON OTHER THAN SELLER'S DEFAULT UNDER THIS AGREEMENT, SELLER SHALL BE ENTITLED TO RETAIN THE DEPOSIT AS SELLER'S LIQUIDATED DAMAGES. THE PARTIES AGREE THAT IT WOULD BE IMPRACTICABLE AND EXTREMELY DIFFICULT TO ASCERTAIN THE ACTUAL DAMAGES SUFFERED BY SELLER AS A RESULT OF BUYER'S FAILURE TO COMPLETE THE PURCHASE OF THE PROPERTY PURSUANT TO THE TERMS OF THIS AGREEMENT, AND THAT UNDER THE CIRCUMSTANCES EXISTING AS OF THE DATE OF THIS AGREEMENT, THE LIQUIDATED DAMAGES PROVIDED FOR IN THIS SECTION REPRESENTS A REASONABLE ESTIMATE OF THE DAMAGES WHICH SELLER WILL INCUR AS A RESULT OF SUCH FAILURE, PROVIDED, HOWEVER, THAT THIS PROVISION SHALL NOT WAIVE OR AFFECT SELLER'S INDEMNITY RIGHTS AND BUYER'S INDEMNITY OBLIGATIONS UNDER OTHER SECTIONS OF THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THE PAYMENT OF SUCH LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER.

10.2 Buyer's Remedies. In the event Seller fails to perform any of its obligations or is otherwise in default under this Agreement, then Buyer shall deliver to Seller written notice of such default, which notice shall set forth complete information about the nature of such default. Seller shall have a period of ten (10) days from the date Seller receives such notice in which to cure such default or such longer period as may be necessary to cure if such default is not reasonably susceptible to cure within such 10-day period, provided that in no event shall such longer period extend beyond thirty (30) days in the aggregate. If Seller fails to cure such default within such ten

(10) day period as same may be extended, then Buyer's sole and exclusive remedy (in lieu of proceeding with any other legal course of conduct, the right to bring such actions or proceedings being expressly and voluntarily waived by Buyer to the extent legally permissible, following and upon advice of its counsel, and it being expressly acknowledged by Buyer that such waiver is a material inducement to Seller entering into this Agreement) shall be to either (a) terminate this Agreement, in which event the Buyer shall be entitled to the Escrow Fund, or (b) specifically enforce the provisions of this Agreement, provided that any action for specific performance shall be commenced within sixty (60) days after the date of Buyer's notice to Seller of such default. If Buyer fails to commence an action for specific performance within sixty (60) days after the date of Buyer's notice to Seller of such default, then Buyer's sole remedy shall be to terminate this Agreement. In no event whatsoever shall Buyer file any instrument of record against title to the Property, and to the extent that any such filing is made in violation of this Agreement, Buyer shall indemnify and hold harmless Seller from and against any damages incurred by Seller in connection therewith.

## ARTICLE 11 PRE-CLOSING COVENANTS

11.1 Pre-Closing Covenants of Seller. Until the Closing or earlier termination of this Agreement, Seller shall:

(a) generally continue to operate the Property until the Closing in accordance with its current practices;

(b) enter into new leases and extend existing Leases provided that such new leases or extended Leases shall (i) be at rental rates currently in effect or as permitted or required by Law or at rent schedules which will otherwise be disclosed to Buyer, and (ii) otherwise satisfy and comply with all applicable Governmental Authority requirements, subject to (i) Seller's current practices as to creditworthiness and related matters, (ii) any legally required waiting lists which may exist with respect to vacancies at such time that vacancies exists, and (iii) requirements in connection with Buyer's qualification for any Approvals, and provided that Seller shall provide Buyer with information regarding each new tenant's income promptly after entering into a new lease;

(c) not default (beyond any applicable notice and cure periods) under (i) the Existing Mortgage, (ii) any regulatory or use agreement entered into with any Governmental Authority governing the use of the Property and (iii) any Operating Contracts;

(d) not make any substantial improvements to the Property except as may be required by Law, Seller's insurer(s) or the Existing Mortgagees, or to remedy any safety-threatening condition (and, in such event, Seller shall promptly notify Buyer of such repairs or improvements);

(e) at its own expense, keep and maintain in full force and effect through the Closing, all policies of all risk and general liability insurance in amounts and coverage not less than those in force as of the date hereof;

(f) enter into new Operating Contracts and extend existing Operating Contracts provided that such new Operating Contracts or extended Operating Contracts shall be subject to Buyer's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed; and

(g) reaffirm all representations and warranties of Seller as set forth in this Agreement as being and remaining true and correct as of the Closing Date, or if necessary to modify such representations and warranties of Seller to take into account any changes since the date thereof; it being understood and agreed that to the extent any such modifications resulting from any such changes have a material adverse effect on use or operation of the Property, Buyer shall have the option to terminate this Agreement, in which event Buyer is entitled to the Escrow Fund.

#### 11.2 Pre-Closing Covenants of Buyer.

(a) Until the Closing or earlier termination of this Agreement, Buyer shall:

(i) provide Seller upon request with copies of all material correspondence in connection with the Approvals; provided, however, that Buyer shall not be obligated to disclose to Seller confidential financial information concerning the principals of Buyer; and

(ii) upon Seller's request (not more frequently than monthly) inform Seller of the status of the Approvals, including providing Seller with (1) copies of all correspondence relating thereto and (2) reasonable notice of any meetings relating thereto and providing Seller the opportunity to attend such meetings.

(b) Reasonably promptly after Buyer obtains the Approvals, Buyer shall notify Seller as to which Operating Contracts (if and only to the extent assignable) Buyer elects to assume, which contracts shall automatically include those which cannot be terminated by Seller without penalty, provided such contracts are assignable (the "**Assumed Contracts**").

### ARTICLE 12 MISCELLANEOUS

12.1 Notices. All notices, demands and requests which may be given or which are required to be given by either party to the other, and any exercise of a right of termination provided for in this Agreement, shall be in writing and shall be deemed effective either: (a) on the date personally delivered to the address below, as evidenced by written receipt therefor, or when received by facsimile with receipt confirmed, whether or not actually received by the person to whom addressed; (b) on the third (3<sup>rd</sup>) Business Day after being sent, by certified or registered mail, return receipt requested, addressed to the intended recipient at the address specified below with a copy via telecopy; or (c) on the first (1<sup>st</sup>) Business Day after being deposited into the custody of a nationally recognized overnight delivery service such as FedEx, addressed to such party at the address specified below. For purposes of this Section 12.1, the addresses of the parties for all

notices are as follows (unless changed by similar notice in writing given by the particular person whose address is to be changed):

If to Seller:	c/o Related Companies 30 Hudson Yards, 72nd Floor New York, NY 10001 Attention: Matthew Finkle Telephone: (212) 801-1073
with a copy to:	Levitt & Boccio, LLP 423 West 55 <sup>th</sup> Street, 8 <sup>th</sup> Floor New York, NY 10019 Attention: Jeffrey A. Levitt, Esq. Telephone: (212) 801-3763
If to Buyer:	c/o Related Companies 30 Hudson Yards, 72nd Floor New York, NY 10001 Attention: Matthew Finkle Telephone: (212) 801-1073
with a copy to:	Levitt & Boccio, LLP 423 West 55 <sup>th</sup> Street, 8 <sup>th</sup> Floor New York, NY 10019 Attention: David S. Boccio, Esq. Telephone: (212) 801-3769

12.2 Broker; Real Estate Commissions. Each of Buyer and Seller represents and warrants to the other that it has not dealt with any broker or finder in connection with the sale and purchase of the Property pursuant to this Agreement and that to the best of its knowledge and belief, no broker, finder or similar Person procured or negotiated the transactions contemplated by this Agreement or is entitled to any fee or commission in connection herewith. Each of Buyer and Seller shall indemnify, defend, protect and hold the other party harmless from and against any and all losses, liabilities, damages, claims, judgments, fines, suits, demands, costs, interest and expenses of any kind or nature (including reasonable attorneys' fees and disbursements) which the indemnified party may incur by reason of any claim of or liability to any broker, finder or like agent arising out of any dealings claimed to have occurred between the indemnifying party and the claimant in connection with the sale and purchase of the Property pursuant to this Agreement, or the above representation being false. The provisions of this Section 12.2 shall survive the Closing or any earlier termination of this Agreement.

12.3 Entire Agreement. This Agreement embodies the entire agreement between the parties relative to the subject matter hereof, supersedes any prior oral or written agreement of the parties thereto and both parties acknowledge that there are no oral or written agreements between the parties, nor any representations made by either party relative to the subject matter hereof, which are not expressly set forth herein.

12.4 Amendment. This Agreement may be amended only by a written instrument executed by the party or parties to be bound thereby.

12.5 Headings. The captions and headings used in this Agreement are for convenience only and do not in any way limit, amplify, or otherwise modify the provisions of this Agreement.

12.6 Time of Essence. Time is of the essence with respect to all dates referenced herein and all of Buyer's obligations under this Agreement; however, if the final date of any period which is set out in any provision of this Agreement falls on a day which is not a Business Day, then, in such event, the time of such period shall be extended to the next Business Day.

12.7 Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Virginia and the laws of the United States without giving effect to any principles of conflicts of laws.

12.8 Successors and Assigns; Assignment. This Agreement shall bind and inure to the benefit of Seller and Buyer and their respective heirs, executors, administrators, personal and legal representatives, successors and permitted assigns. Buyer shall not assign Buyer's rights under this Agreement without the prior written consent of Seller, which consent may be withheld in Seller's sole and absolute discretion. Notwithstanding the foregoing, Buyer may assign this Agreement without Seller's consent (but with prior notification to Seller) to a related or affiliated entity (which may be a publicly-held company or subsidiary of a publicly-held company) which is owned or controlled by The Related Companies, L.P., The Related Companies, Inc., Stephen M. Ross or an affiliate of any of the foregoing.

12.9 Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and, the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid, or unenforceable provision or by its severance from this Agreement.

12.10 Electronic Deemed Original. This Agreement, and any amendment hereto, may be executed and distributed electronically and a copy of this Agreement executed and distributed electronically shall be deemed an original for all purposes.

12.11 Attorneys' Fees. In the event it becomes necessary for either party hereto to file suit or seek arbitration to enforce this Agreement or any provision contained herein, the party prevailing in such suit shall be entitled to recover, in addition to all other remedies or damages, as provided herein, reasonable attorneys' fees incurred in such suit.

12.12 Multiple Counterparts. This Agreement may be executed in a number of identical counterparts which, taken together, shall constitute collectively one (1) agreement; in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart with each party's signature.

12.13 Schedules and Exhibits. Each of the Schedules and Exhibits referred and attached to this Agreement are incorporated into this Agreement by this reference and made a part hereof for all purposes.

12.14 No Recordation. Seller and Buyer hereby acknowledge that neither this Agreement nor any memorandum or affidavit thereof shall be recorded of public record in any county.

12.15 Merger Provision. Except as otherwise expressly provided herein, any and all rights of action of Buyer for any breach by Seller of any representation, warranty or covenant contained in this Agreement shall merge with the A&R or New Replacement Ground Lease and other instruments executed at Closing, shall terminate at Closing and shall not survive Closing.

12.16 Jury Waiver. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, ANY PARTY TO THIS AGREEMENT MAY INITIATE AND MAINTAIN AN ACTION FOR JUDICIAL RELIEF FOR THE PURPOSE OF SEEKING SPECIFIC PERFORMANCE, A PROVISIONAL OR ANCILLARY REMEDY OR CLEARING TITLE TO THE PROPERTY OF ANY NOTICE OF LIS PENDENS OR OTHER ENCUMBRANCE UPON THE TITLE. IN SUCH INSTANCES, BUYER AND SELLER DO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THEIR RIGHT TO A TRIAL BY JURY. THIS WAIVER IS A MATERIAL INDUCEMENT FOR EACH PARTY TO ENTER INTO AND ACCEPT THIS AGREEMENT AND THE PROVISIONS OF THIS SECTION 12.16 SHALL SURVIVE THE CLOSING OR TERMINATION OF THIS AGREEMENT.

12.17 Limitation of Liability. No present or future partner, director, officer, shareholder, manager, member, employee, advisor, agent, attorney, asset manager, or subasset manager of or in Buyer or Seller shall have any personal liability, directly or indirectly, under or in connection with this Agreement or any agreement made or entered into under or in connection with the provisions of this Agreement, or any amendment or amendments to any of the foregoing made at any time or times, heretofore or hereafter, and each party hereby waives any such personal liability.

12.18 Confidentiality. Without limiting the provisions set forth in Section 5.1 hereof, Buyer shall keep confidential and shall not disclose the terms of the transfers contemplated in this Agreement, including the Purchase Price and all other financial terms, without the written consent of Seller except (1) to Buyer's directors, officers, partners, investors, lenders, employees, legal counsel, accountants, engineers, architects, financial advisors and similar professionals and consultants to the extent such party deems it necessary or appropriate in connection with the transaction contemplated hereunder (and Buyer shall inform each of the foregoing parties of such party's obligations under this paragraph and shall secure the agreement of such parties to be bound by the terms hereof) or (2) as otherwise required by law.

12.19 Jurisdiction and Venue. Each party hereby consents to the jurisdiction of any state or federal court located within New York City, waives personal service of any and all process upon it, consents to service of process by registered mail directed to the party at the address stated in Section 12.1 hereof, and acknowledges that service so made shall be deemed to be completed upon actual delivery (whether accepted or refused) thereof. In addition, each party consents and agrees that venue of any action instituted under this Agreement shall be proper in New York County, New York and hereby waives any objection to venue.

12.20 Definitions. The following words and phrases shall be construed as follows: (i) “at any time” shall be construed as “at any time or from time to time”; (ii) “any” shall be construed as “any and all”; (iii) “including” shall be construed as “including, but not limited to,” or “including, without limitation,”; (iv) “will” and “shall” shall each be construed as mandatory and (v) “withhold” (or “withheld”) shall be construed as “withhold (withheld), condition(ed) or delay(ed).” Any time any reference is made to reasonable approval or consent, such phrase shall be construed as including a restriction against any unreasonable delay or condition relating to the giving of such approval or consent.

(a) “Affiliate” shall mean any Person which, directly or indirectly through one or more intermediaries, Controls, is Controlled by, or is under common Control with such Person first mentioned.

(b) “Agreement” shall have the meaning set forth in the introductory paragraph of this Agreement.

(c) “A&R or New Replacement Ground Lease” shall have the meaning set forth in Section 8.5(a) of this Agreement.

(d) “Approvals” shall have the meaning set forth in Section 6.5 of this Agreement.

(e) “Assumed Contracts” shall have the meaning set forth in Section 11.2(b) of this Agreement.

(f) “Burke” shall have the meaning set forth in Section 1.1 of this Agreement.

(g) “Business Day” shall have the meaning set forth in Section 8.1(a) of this Agreement.

(h) “Buyer” shall have the meaning set forth in the introductory paragraph of this Agreement.

(i) “Buyer’s Indemnitees” shall have the meaning set forth in Section 7.2.3 of this Agreement.

(j) “Buyer’s Objections” shall have the meaning set forth in Section 4.1(a) of this Agreement.

(k) “Buyer’s Representatives” shall have the meaning set forth in Section 5.3 of this Agreement.

(l) “Cash Balance” shall have the meaning set forth in Section 2.3 of this Agreement.

(m) “Closing” shall have the meaning set forth in Section 8.1(a) of this Agreement.

(n) “Closing Date” shall have the meaning set forth in Section 8.1(a) of this Agreement.

(o) “Control” (including the correlative meaning of the terms “controlled by” and “under common control with”) shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract or otherwise.

(p) “Deposit” shall have the meaning set forth in Section 2.2 of this Agreement.

(q) “Due Diligence Items” shall have the meaning set forth in Section 5.1 of this Agreement.

(r) “Due Diligence Period” shall have the meaning set forth in Section 5.1 of this Agreement.

(s) “Environmental Laws” shall mean all federal, state and local environmental, health, chemical use, safety and sanitation laws, statutes, ordinances and codes relating to the protection of the environment and/or governing the use, storage, treatment generation, transportation, processing, handling, production or disposal of any Hazardous Substance and the rules, regulations, and orders with respect thereto.

(t) “ERSIA” shall have the meaning set forth in Section 7.2(u) of this Agreement.

(u) “Escrow Agent” shall have the meaning set forth in Section 3.1 of this Agreement.

(v) “Escrow Demand Notice” shall have the meaning set forth in Section 3.1(c) of this Agreement.

(w) “Escrow Fund” shall have the meaning set forth in Section 3.1 of this Agreement.

(x) “Existing Mortgages” shall mean that certain first mortgage in the original principal amount of \$10,050,000 held by Existing Mortgagee and any other mortgages or similar encumbrances encumbering the Property.

(y) “Existing Mortgagee” shall mean Deutsche Bank and any other holders or assigns of the Existing Mortgages.

(z) “Existing Mortgagor” shall mean the borrower under the Existing Mortgage.

(aa) “FCRHA” shall have the meaning set forth in Section 1.1 of this Agreement.

(bb) “FCRHA Ground Lease” shall have the meaning set forth in Section 1.1 of this Agreement.

(cc) “Financing Approvals” shall have the meaning set forth in Section 6.5 of this Agreement.

(dd) “Final Closing Statement” shall have the meaning set forth in Section 8.3(d) of this Agreement.

(ee) “Fund” shall have the meaning set forth in Section 3.1 of this Agreement.

(ff) “Governmental Authority” means any agency, bureau, board or commission, court, department, official, political subdivision, public authority, regulatory authority, tribunal or other body, subdivision or instrumentality of any government, whether federal, state or local, domestic or foreign.

(gg) “Ground Lessor” shall have the meaning set forth in Section 1.1 of this Agreement.

(hh) “Ground Lessor Consent” shall have the meaning set forth in Section 6.3 of this Agreement.

(ii) “HAP Contract” shall have the meaning set forth in Section 6.6 of this Agreement.

(jj) “Hazardous Substance” means, without limitation, any flammable, explosive or radioactive material, polychlorinated biphenyl, petroleum or petroleum product, methane, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, (42 U.S.C. Sections 9601, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. Appendix Sections 1801, et seq.), the Resource Conservation and Recovery Act (42 U.S.C. Sections 6901, et seq.), the Toxic Substances Control Act (15 U.S.C. Section 2601, et seq.), or any other Environmental Law and the regulations promulgated thereunder.

(kk) “HUD” shall have the meaning set forth in Section 6.6 of this Agreement.

(ll) “HUD Consents” shall have the meaning set forth in Section 6.6 of this Agreement.

(mm) “Improvements” shall have the meaning set forth in Section 1.1(b) of this Agreement.

(nn) “Intangible Property” shall have the meaning set forth in Section 1.1(e) of this Agreement.

(oo) “Investigative Activities” shall have the meaning set forth in Section 5.3(a) of this Agreement.

(pp) “Issuer” shall have the meaning set forth in Section 6.5 of this Agreement.

(qq) “Land” shall have the meaning set forth in Section 1.1(a) of this Agreement.

(rr) “Law” means any present or future constitutional provision, federal, state or local law, statute, ordinance, law, rule, regulation or interpretation of any thereof, and any Order of any Governmental Authority.

(ss) “Leases” shall have the meaning set forth in Section 1.1(c) of this Agreement.

(tt) “Liabilities” shall have the meaning set forth in Section 5.3(c) of this Agreement.

(uu) “material damage” or “material portion” shall have the meaning set forth in Section 9.1 of this Agreement.

(vv) “Material Taking” shall have the meaning set forth in Section 9.1 of this Agreement.

(ww) “Notice of Objection” shall have the meaning set forth in Section 3.1(c) of this Agreement.

(xx) “Objection Termination Date” shall have the meaning set forth in Section 4.1(b) of this Agreement.

(yy) “OFAC” shall have the meaning set forth in Section 7.2(v) of this Agreement.

(zz) “Open Items” shall have the meaning set forth in Section 8.3(d) of this Agreement.

(aaa) “Operating Contracts” shall mean all service, maintenance, purchase order, equipment and systems contracts, employment contracts, and other contracts and/or leases where Seller or its agents, employee or representative is employer, lessee, purchaser or party, as the case may be, with respect to the ownership, maintenance, operation, and use of the Property.

(bbb) “Order” means any decree, injunction, judgment, order, ruling, assessment or writ, including any executive mandate of any Governmental Authority.

(ccc) “Outside Closing Date” shall have the meaning set forth in Section 8.1(a) of this Agreement.

(ddd) “Person” shall mean an individual, corporation, partnership, limited liability company, joint venture, estate, trust, unincorporated association, any federal, state, county or municipal government or any bureau, department, authority or agency thereof.

(eee) “Permitted Exceptions” shall have the meaning set forth in Section 4.1(a) of this Agreement.

(fff) “Personal Property” shall have the meaning set forth in Section 1.1(d) of this Agreement.

(ggg) “Prepayment Consents” shall have the meaning set forth in Section 6.4 of this Agreement.

(hhh) “Property” shall have the meaning set forth in Section 1.1 of this Agreement.

(iii) “Purchase Price” shall have the meaning set forth in Section 2.1 of this Agreement.

(jjj) “RET” shall have the meaning set forth in Section 8.4(a) of this Agreement.

(kkk) “Rent Roll” shall have the meaning set forth in Section 7.2(d) of this Agreement.

(lll) “Replacement Reserves” shall mean any reserve for replacement account held for the benefit of the Property, as required by HUD or any Existing Mortgagee.

(mmm) “Reports” shall have the meaning set forth in Section 5.1 of this Agreement.

(nnn) “Requesting Party” shall have the meaning set forth in Section 3.1(c) of this Agreement.

(ooo) “Reserves” shall have the meaning set forth in Section 8.3(c) of this Agreement.

(ppp) “Scheduled Closing Date” shall have the meaning set forth in Section 8.1(a) of this Agreement.

(qqq) “Seller” shall have the meaning set forth in the introductory paragraph of this Agreement.

(rrr) “Seller’s Note”, if applicable, shall have the meaning set forth in Section 2.3.1 of this Agreement.

(sss) “Supervising Agency Consents” shall have the meaning set forth in Section 6.2 of this Agreement.

(ttt) “Surviving Obligations” shall mean obligations which by their terms expressly survive the termination of this Agreement.

(uuu) “Tenant Notice” shall have the meaning set forth in Section 8.7(a) of this Agreement.

(vvv) “Title Commitment” shall have the meaning set forth in Section 4.1(a) of this Agreement.

(www) “Title Company” shall have the meaning set forth in Section 4.1(a) of this Agreement.

(xxx) “Transfer Taxes” shall have the meaning set forth in Section 8.4(a) of this Agreement.

12.21 Acceptance of Escrow Fund. Whenever this Agreement provides that, in connection with a termination of this Agreement, the Escrow Fund is to be returned to Buyer, the acceptance by Buyer of the Escrow Fund shall be conclusively deemed to be agreement by Buyer as to such termination.

12.22 Buyer’s Deemed Consent. With respect to those circumstances set forth in this Agreement for which Buyer’s consent is required, such consent shall be deemed given if Buyer fails to consent or withholds consent (and, if withheld, provide Seller with a written explanation of its reasons for doing so), as the case may be, within five (5) Business Days from Seller’s request for said consent.

12.23 Employees post-Closing. Seller represents and warrants that from and after the Closing, Buyer shall have no obligation and shall incur no liabilities with respect to the period prior to Closing with regard to any employees employed by Seller or by its managing agent in connection with the operation of the Property.

12.24 Intentionally omitted.

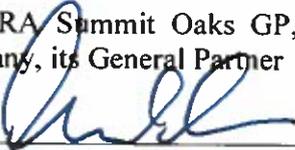
12.25 Interpretation. This Agreement shall be interpreted without the aid of any presumption against the party drafting or causing the drafting of the provision in question.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

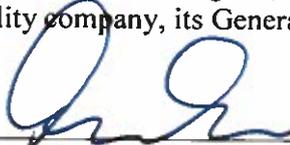
**SELLER:** **SUMMIT OAKS PRESERVATION, L.P.**, a Delaware limited partnership

By: RA Summit Oaks GP, LLC, a Delaware limited liability company, its General Partner

By:   
Name: Matthew Finkle  
Title: Vice President

**BUYER:** **SUMMIT OAKS HOUSING, L.P.**, a New York limited partnership

By: Summit Oaks Housing GP, LLC, a New York limited liability company, its General Partner

By:   
Name: Matthew Finkle  
Title: Vice President

The undersigned hereby executes this Agreement solely to evidence its agreement to hold the Deposit and Escrow Fund in accordance with Section 3.1, and to perform its other obligations expressly set forth in this Agreement.

Levitt & Boccio, LLP

By: Levitt & Boccio, LLP

**EXHIBIT "A"**

**Legal Description**

*[Attached]*

DESCRIPTION OF  
BURKE CENTRE  
SECTION 24  
SPRINGFIELD DISTRICT  
FAIRFAX COUNTY, VIRGINIA

---

Beginning at a point marking the Northeasterly corner of Lot 42 of Charles H. Bidgell and Elizabeth R. Bidgell; thence with the Northerly line of the said Lot 42 N 83° 30' 40" W, 110.44 feet to a point in the Southeasterly terminus of Oak Leather Drive; thence with the terminus and the Northerly R/W line of Oak Leather Drive the following courses: N 06° 28' 31" E, 69.64 feet; with a curve to the left whose radius is 60.00 feet (and whose chord is N 78° 42' 26" W, 119.58 feet) an arc distance of 178.41 feet; with a curve to the right whose radius is 25.00 feet (and whose chord is S 50° 03' 15" W, 27.92 feet) an arc distance of 29.62 feet and with a curve to the left whose radius is 446.71 feet (and whose chord is S 83° 14' 30" W, 11.80 feet) an arc distance of 11.80 feet to a point; thence departing from Oak Leather Drive and running through the property of Burke Centre Partnership the following courses: N 06° 29' 20" E, 119.61 feet; S 82° 00' 23" E, 22.83 feet; S 89° 33' 15" E, 257.42 feet; S 86° 41' 53" E, 205.19 feet and S 54° 18' 36" E, 166.41 feet to a point in the Northwesterly R/W line of Guinea Road (Route #651) at its terminus; thence with the terminus of Guinea Road S 47° 05' 38" E, 40.24 feet to a point in the Southeasterly R/W line of Guinea Road; thence through Burke Centre Partnership the following courses: S 19° 45' 22" E, 138.61 feet; Due South 88.10 feet; S 24° 22' 35" W, 78.41 feet; S 53° 45' 25" W, 160.28 feet; N 36° 14' 35" W, 60.00 feet and S 53° 45' 25" W, 190.01 feet to a point in the Northeasterly line of the Fairfax County Board of Supervisors' property;

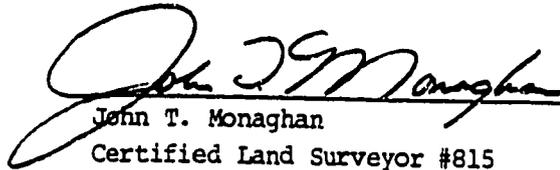
END

Description of  
Burke Centre  
Section 24  
Springfield District  
Fairfax County, Virginia  
Page Two

thence with the Northeasterly line of the Fairfax County Board of Supervisors' property and continuing with the Easterly lines of the aforementioned Lot 42 of Charles H. Bidgell and Elizabeth R. Bidgell the following courses: N 35° 12' 42" W, 150.16 feet; N 32° 56' 08" W, 30.42 feet; N 02° 46' 23" W, 191.91 feet and N 06° 27' 33" E, 45.91 feet to the point of beginning, containing 5.40654 Acres of land.

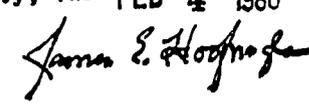
All being more particularly described on a plat attached hereto and made a part hereof.

Given under my hand this 10th day of January, 1980.

  
John T. Monaghan  
Certified Land Surveyor #815  
DEWBERRY, NEALON & DAVIS

JTM:MP:smm

This instrument with certificate annexed,  
admitted to record-Office of Circuit Court,  
Fairfax County, Va. FEB 4 1980 at 2:43

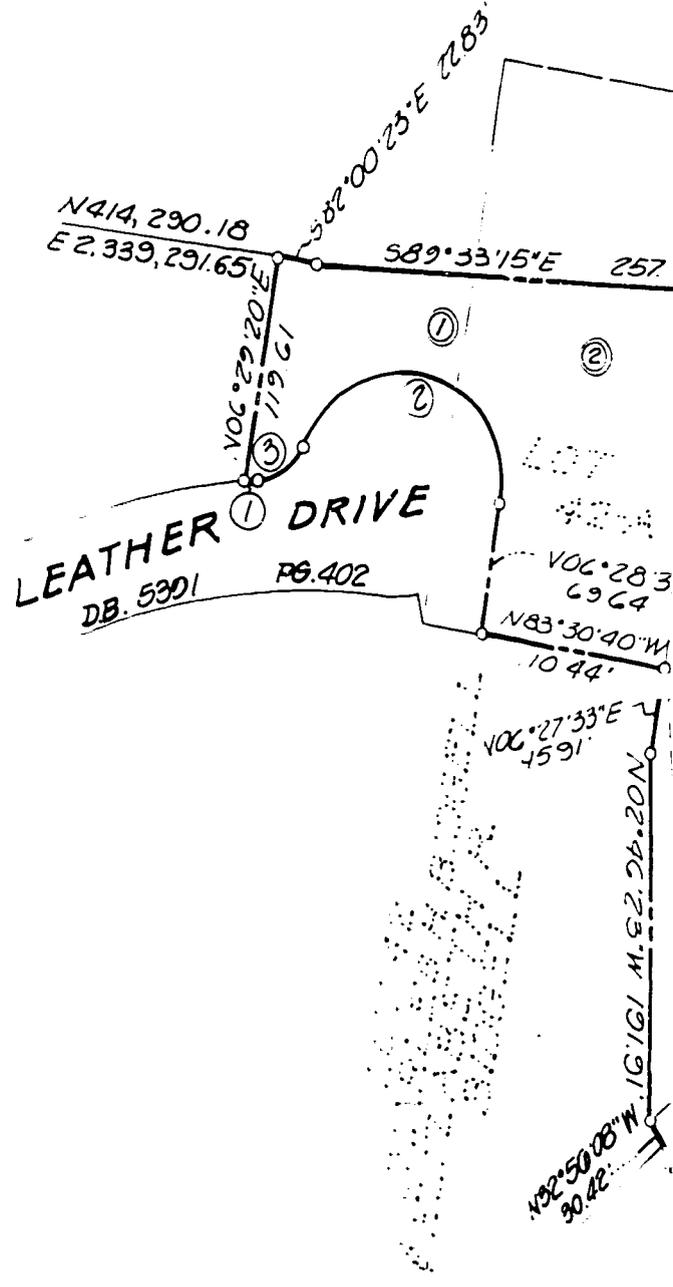
Teste:  Clerk

with plat attached



Virginia State  
Grid North

OAK



FINAL PLAT  
 RECOMMENDED FOR APPROVAL  
 PRELIMINARY ENGINEER'S REPORT CHIEF  
 1-15-80 *[Signature]*  
 APPROVED  
 1-16-80 *[Signature]*  
 THIS PLAT IS NOT  
 TO BE RECORDED WITHIN  
 30 DAYS AFTER DATE THEREOF.

COUNTY BOARD SUPERVISOR

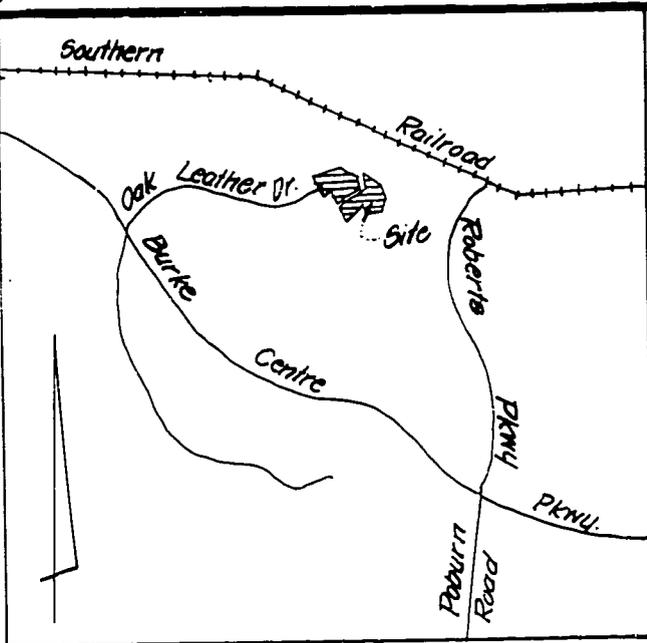
### SURVEY

I, John T. M.  
 the state of Virginia,  
 the property delineated  
 knowledge and belief,  
 by Burke Centre Partner  
 page 572 and from ②  
 page 211 and a portion  
 page 715 and ④ deed book  
 County, Virginia.  
 I further certify that  
 bounds of the original  
 all courses are referred to.



### Curve Table

NO.	RADIUS	DELTA	ARC	TAN.	CHORD	CH BEARING
1	440.71	01°30'49"	11.80	5.00	11.80	S89°14'30"W
2	60.00	170°21'54"	178.41	711.90	110.58	N78°42'20"W
3	25.00	07°53'10"	20.02	10.83	27.02	S50°03'15"W



Vicinity Map

SCALE: 1" = 2000'

### Density Tabulation

SECTION	LAND USE	AREA	D.U.	PERSONS	PERSONS/AC.
EX. 1A, 1B, 5A, 5B, 2, 1C, 15A, 15B, 15C, 1D, 7, 2B, 2C, 2D, 2E, 2F, 2G, 14, 14B, 14E, 14D, 14-B-1, 20	SFD	544.20253	1428	4998	9.18
EX. 3A, 3B, 30, 3B, 19A, 3C, 19B, 19C, 4A, 3D, 13B, 11B, 4C, 13A, 11A, 9A, 12A, 19D, 19E, 25, 4B-1, 20, 12C, 11B, RES., 3C (CORR) 10, 10F, 13, 4D, 18B, 18A, 10G	SFA	420.47307	2397	7191	10.80
EX. 10	VILLAGE CENTER	11.00000			
EX. 17	COMM. INST.	14.54544			
EX. 13C	SCHOOL	11.02212			
EX. 10H	NEIGHBORHOOD RECREATIONAL	2.03891			
COFFER WOODS ROAD	ROAD	5.20944			
WARDS GROVE CIRCLE	ROAD	4.01340			
OAK LEATHER DRIVE	ROAD	1.72314			
BURKE CENTRE PARKWAY	ROAD	38.79712			
ROBERTS PARKWAY	ROAD	0.91554			
24	SFA	5.40050	50	150	27.74
TOTAL		1075.06704	3875	12330	11.47

APPROVED  
 COUNTY OF FAIRFAX  
 DIVISION OF DESIGN REVIEW  
 SANITARY SECTION  
 By Jimmie E. Colton  
 Date 1-3-80

ENGINEERS PLANNERS SURVEYORS  
 8411 ARLINGTON BOULEVARD FAIRFAX, VIRGINIA  
**DEWBERRY, NEALON AND DAVIS**

SCALE: 1" = 100' MAY, 1979

SPRINGFIELD DISTRICT  
 FAIRFAX COUNTY, VIRGINIA

**BURKE CENTRE**  
**SECTION 24**  
 PLAT

APPROVED  
 COUNTY OF FAIRFAX  
 DIVISION OF DESIGN REVIEW  
 SANITARY SECTION  
 By: *[Signature]*  
 Date: 1-3-80

SECTION	LAND USE	AREA	D.U.	PERSONS	PERSONS/AC.
EX 10	VILLAGE CENTER	11,000.00			
EX 17	COMM. INST.	14,545.44			
EX 19C	SCHOOL	11,022.12			
EX 19H	NEIGHBORHOOD RECREATIONAL	2,938.01			
COFFER WOODS ROAD	ROAD	5,209.44			
WARDS GROVE CIRCLE	ROAD	4,013.40			
OAK LEATHER DRIVE	ROAD	1,723.14			
BURKE CENTRE PARKWAY	ROAD	38,797.12			
ROBERTS PARKWAY	ROAD	9,015.54			
24	BFA	54,005.24	50	150	277.4
TOTAL		1075,067.04	3875	12330	11.47
EX 1A, 1B, 5A, 5B, 2, 1C, 15A, 15B, 15C, 1D, 7, 2B, 2C, 2D, 2E, 2F, 2G, 14, 14B, 14E, 14D, 14-B-1, 20	SFD	544,202.53	1428	4998	9.18
EX 3A, 3B, 30, 3B, 19A, 3C, 19B, 19C, 4A, 3D, 19B, 11B, 4C, 13A, 11A, 9A, 12A, 12A, 19D, 19E, 25, 4-B-1, 20, 12C, 11B, RES., 3C (CORR), 10, 10F, 13, 4D, 18B, 18A, 10G	SFA	420,479.07	2997	7191	10.80

Density Tabulation



08-8-1  
08-8-0

DEPARTMENT OF  
ENVIRONMENTAL MANAGEMENT  
Division of Design Review  
Falls Church, Virginia

Notes:  
1. The property delineated on this plot is located on Assessment Map No. 77-4 ⑤ and is zoned PRC as of the date of its approval.  
2. Iron pipes will be set as indicated thus: —

the state of  
the property  
by Burke Cen.  
page 572 on  
page 211 on  
page 715 and  
County, Virginia  
bounds of the  
all courses and  
requirements  
GI

SUR

NOT A  
PROVIDE  
GENERAL

RECOMMENDED FOR APPROVAL  
FAIRFAX COUNTY  
PRELIMINARY ENGINEERING BRANCH CHIEF  
1-15-80  
1-R-80  
APPROVED  
FOR  
RECORD  
APPROVAL PLAT IS NOT  
OFFERED FOR RECORD WITHIN  
90 DAYS AFTER DATE THEREOF

OAK

NO

IN

**EXHIBIT "B"**

Intentionally Omitted

**EXHIBIT "C"**

**BILL OF SALE**

\_\_\_\_\_, a \_\_\_\_\_ (“Seller”), for and in consideration of the sum of Ten Dollars (\$10) and other valuable consideration, the receipt and sufficiency of which is acknowledged, does hereby sell, assign, transfer and convey unto \_\_\_\_\_, a \_\_\_\_\_ (“Buyer”), all of its right, title and interest in all appliances, fixtures, equipment, machinery, furniture, carpet, drapes and other personal property (the “Personal Property”) owned by Seller located on or about the property described on Exhibit 1, and any and all transferable warranties or guarantees relating to any such items that are in force and effect as of the date hereof, excluding property owned by tenants or other occupants of such property. The Personal Property includes, without limitation, the items on the inventory attached as Exhibit 2. The Personal Property does not include any items that may be leased by Seller under any agreement that is currently being assigned to Buyer, any items that are owned by the property manager for the subject property or any software or related material owned by or licensed to Seller, its property manager or any affiliate of either of them.

Seller, for itself, its successors and assigns, hereby covenants and agrees to warrant and defend the title of the Personal Property unto Buyer against all other persons and that the Personal Property is free and clear of any and all liens and encumbrances.

Except for the warranty of title contained in the preceding paragraph, this Bill of Sale is made without recourse, representation or warranty of any kind whatsoever, except as set forth in that certain Purchase and Sale Agreement, dated as of \_\_\_\_\_, 20\_\_ between Buyer and Seller (the “Purchase Agreement”). Buyer accepts the Personal Property on as “AS-IS, WHERE-IS” basis. The liability of Seller hereunder shall be limited as set forth in the Purchase Agreement.

Seller shall execute and deliver to Buyer any and all registration certificates, documents, and instruments necessary or appropriate to confirm or perfect the sale subject hereof.

***Remainder of Page Intentionally Left Blank.***

IN WITNESS WHEREOF, the parties hereto have executed this Bill of Sale as of the \_\_\_\_  
day of \_\_\_\_\_, 202\_.

**SELLER:**

[\_\_\_\_\_]

By: \_\_\_\_\_

Name:

Title:

Exhibit 1

Legal Description

(to be attached)

Exhibit 2

Personal Property Inventory

*[Attached]*

## SUMMIT OAKS

10550 Oak Bluff Court, Burke VA 22015

PHONE: 703 323 1116

### MANAGER OFFICE

DESCRIPTION	UNITS
DESK	1
LAPTOP	1
MONITOR	1
CHAIRS	3
FILE CABINETS 5'X6'	2
FILE CABINETS 3'X 4'	2
PHONE	1
SCANNER (BROTHERS)	1
BOARD	1
DÉCOR PICTURES	2
CORNER WOOD SELF	1
FILE CABIBET 4'X4'	1
MOUSE	1
KEYBOARD	1
SPEAKERS	1
MOUSE PAD	1
DESK ORGANIZAERS	3
LABEL MACHINE	1
CHECK SCANNER	1
TRASH CAN	1
SHEDDER MACHINE	1

### LEASING OFFICE

DESCRIPTION	UNITS
WALL DESK	1
CHAIR	1
PHONE	1
MONITOR/COMPUTER	1
KEYBOARD	1
MOUSE PAD	1
CHECK MACHINE	1
FILE CABINET 4'X3'	2
RUG	1
DESK ORGANIZERS	2
TRASH CAN	1
SHEDDER MACHINE	1



# SUMMIT OAKS

10550 Oak Bluff Court, Burke VA 22015

PHONE: 703 323 1116

## LIVINGROOM AREA

DESCRIPTION	UNITS
ROUND TABLES	3
CAHIRS	12
SOFA	2
TV	1
TV STAND WITH 3 DRAWERS	1
COFFEE TABLE	1
STORAGE CABINET	1
COPY MACHINE	1
TABLE	1
CHAIRS	2
HIGHE TABLE FOR COFFEE MACHINE	1
COFFEE MACHINE	1

## KITCHEN

DESCRIPTION	UNITS
MICROWAVE	1
SINK	1
TASH CAN	1
REFRIGERATOR	1
KITCHEN CABINTES	2



# SUMMIT OAKS

10550 Oak Bluff Court, Burke VA 22015

PHONE: 703 323 1116

## BATHROOM FOR OFFICE STAFF

DESCRIPTIONS	UNITS
SINK	1
TOILET	1
STORAGE 3'X11'	1
TRASH CAN	1

## BATHROOM FOR RESIDENTS

DESCRIPTION	UNITS
SNK	1
TOILET	1
TRASH CAN	1



**EXHIBIT "D"**

**CERTIFICATION OF NON-FOREIGN STATUS**

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform \_\_\_\_\_, a \_\_\_\_\_ ("**Transferee**"), that withholding of tax is not required upon the disposition (whether by sale, foreclosure, deed-in-lieu of foreclosure, or otherwise) of a U.S. real property interest by \_\_\_\_\_, a \_\_\_\_\_ ("**Transferor**"), Transferor hereby swears, affirms and certifies the following to Transferee:

1. Transferor is not a disregarded entity, foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations).
2. Transferor's U.S. employer identification number is \_\_\_\_\_.
3. Transferor's office address is: \_\_\_\_\_.
4. Transferor understands that this certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.
5. Transferor understands that Transferee is relying on this certification in determining whether withholding is required upon said transfer.

Under penalties of perjury, the undersigned declares that he/she has examined this certification and to the best of his/her knowledge and belief it is true, correct and complete, and he/she further declares that he/she has the authority to sign this document on behalf of Transferor.

***Remainder of Page Intentionally Left Blank.***

Executed as of the \_\_\_ day of \_\_\_\_\_, 202\_.

**TRANSFEROR:**

[\_\_\_\_\_]

By: \_\_\_\_\_  
Name:  
Title:

SUBSCRIBED AND SWORN TO ME BY \_\_\_\_\_, the  
\_\_\_\_\_ of \_\_\_\_\_, before me, the undersigned authority, on this  
\_\_\_\_ day of \_\_\_\_\_, 201\_, to certify which witness my hand and seal of office.

NOTARIAL SEAL:

\_\_\_\_\_  
Notary Public in and for  
the State of \_\_\_\_\_

**EXHIBIT "E"**

**TENANT NOTICE LETTER**

\_\_\_\_\_, 202\_

[Tenant's name and address]

Re: Your Lease ("**Lease**") of unit \_\_\_\_ in the \_\_\_\_\_ (the "**Property**")

Dear Tenant:

You are hereby notified that as of the date hereof, \_\_\_\_\_, the current owner of the landlord's interest under your Lease (the "**Seller**") has sold the Property to \_\_\_\_\_ (the "**New Owner**").

In connection with such sale, Seller has assigned and transferred its interest, as landlord, in, to and under the Lease and any and all security deposits or last month's rent paid by you pursuant the terms of the Lease (and any interest earned thereon) to the New Owner. The New Owner has assumed and agreed to perform all of the landlord's obligations under the Lease arising after the date of this letter, including, without limitation, landlord's responsibility under the Lease for all security deposits or last months rent paid by you pursuant to the terms of the Lease (and any interest earned thereon). Accordingly, (a) all of your obligations under the Lease from and after the date of this Tenant Notice Letter, including your obligation to pay rent, shall be to the New Owner, its successors and assigns, and (b) all the obligations of landlord under the Lease arising after the date of this Tenant Notice Letter, including any obligations to repay or account for any security deposits or last month's rent paid by you under the Lease (and any interest earned thereon), shall be the obligation of the New Owner and its successors and assigns.

Unless and until you are otherwise notified in writing by the New Owner, the address of the New Owner for all purposes under your Lease, including the payments of rentals, the recoupment of any security deposits or last month's rent paid by you under the Lease (and any interest earned thereon), and the giving of any notices provided for in your Lease, is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The name, address and telephone number of the New Owner's agent is:

\_\_\_\_\_  
\_\_\_\_\_  
Telephone no. \_\_\_\_\_

**SELLER:**

[\_\_\_\_\_]

By: \_\_\_\_\_

Name:

Title:

**NEW OWNER:**

[\_\_\_\_\_]

By: \_\_\_\_\_

Name:

Title:

## EXHIBIT "F"

### ASSIGNMENT OF LEASES AND OPERATING CONTRACTS

This Assignment of Leases and Operating Contracts (this "Assignment") is made as of the \_\_\_ day of \_\_\_\_\_, 202\_\_ by and between \_\_\_\_\_, a \_\_\_\_\_ ("Seller"), and \_\_\_\_\_, a \_\_\_\_\_ ("Buyer").

Seller and Buyer are parties to that certain Purchase and Sale Agreement dated the \_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Sale Agreement") pursuant to which Seller has agreed to sell the property described on Exhibit 1, together with the improvements located thereon and various other ancillary items as described in the Sale Agreement (the "Sale Property").

Pursuant to the Sale Agreement, Seller has agreed to assign and Buyer is to assume all of Seller's rights and obligations under all leases relating to the Sale Property, including the leases described on the rent roll attached as Exhibit 2 (the "Leases"), the contracts and/or other operating agreements described on Exhibit 3 (the "Operating Contracts").

NOW, THEREFORE, in consideration of Ten Dollars (\$10) and other valuable consideration paid by Buyer to Seller, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment and Assumption. Seller does hereby assign and transfer to Buyer all of Seller's right, title and interest in the Leases and the Operating Contracts. Buyer does hereby assume any and all of Seller's obligations of any kind or nature under the Leases and Operating Contracts which arise or accrue from and after the date hereof.
2. No Representation. This Assignment is made without recourse, representation or warranty of any kind whatsoever, except as specifically set forth in the Sale Agreement, which representations and warranties shall survive only for the period of survival set forth therein. The liability of Seller hereunder shall be limited as set forth in the Sale Agreement.
3. Indemnification by Seller. Seller agrees to fully, completely and unconditionally indemnify, defend and hold Buyer and the Sale Property harmless from and against and with respect to any and all claims, demands, losses, costs, expenses, obligations, liabilities, actions, suits or damages, including, without limitation, any amounts paid in settlement of any claim, action or suit, which may be asserted against Buyer or which Buyer may incur or suffer and which arise or accrue prior to the date hereof and result from or relate directly or indirectly, to any of the Leases and/or Operating Contracts (collectively, "Buyer Claims"), except to the extent that Buyer has received a full credit for any such liability in the closing prorations between Buyer and Seller under the Sale Agreement, and provided that the indemnification set forth in this Paragraph 3 shall only survive for a period of one hundred eighty (180) days from the Closing Date (as such term is defined in the Sale Agreement) and is only actionable in the event any such Buyer Claim exceeds \$75,000 in the aggregate.

4. Indemnification by Buyer. Buyer agrees to fully, completely and unconditionally indemnify, defend and hold Seller harmless from and against and with respect to any and all claims, demands, losses, costs, expenses, obligations, liabilities, actions, suits or damages, including, without limitation, any amounts paid in settlement of any claim, action or suit, which may be asserted against Seller or which Seller may incur or suffer and which arise or accrue following the date hereof and result from or relate directly or indirectly, to any of the Leases and/or Operating Contracts (collectively, "Seller Claims"), provided that the indemnification set forth in this Paragraph 4 shall only survive for a period of one hundred eighty (180) days from the Closing Date and is only actionable in the event any such Seller Claim exceeds \$75,000 in the aggregate.

5. Successors and Assigns. This instrument shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

6. Counterparts. This Assignment may be executed in a number of identical counterparts which, taken together, shall constitute collectively one agreement; in making proof of this Assignment, it shall not be necessary to produce or account for more than one such counterpart with each party's signature.

***Remainder of Page Intentionally Left Blank.***

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the day and year first above written.

**SELLER:**

[ \_\_\_\_\_ ]

By: \_\_\_\_\_  
Name:  
Title:

**BUYER:**

[ \_\_\_\_\_ ]

By: \_\_\_\_\_  
Name:  
Title:

Exhibit 1

Legal Description

(to be attached)

Exhibit 2

Rent Roll

(to be attached)



## **EXHIBIT "G"**

### **ASSIGNMENT OF INTANGIBLE PROPERTY**

This Assignment of Intangible Property (this "Assignment") is made as of the \_\_\_ day of \_\_\_\_\_, 20\_\_ by and between \_\_\_\_\_, a \_\_\_\_\_ ("Seller"), and \_\_\_\_\_, a \_\_\_\_\_ ("Buyer").

Seller and Buyer are parties to that certain Purchase and Sale Agreement dated the \_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Sale Agreement") pursuant to which Seller has agreed to sell that certain parcel of land which is more particularly described on Exhibit 1 attached hereto (the "Land"), together with all buildings, structures and other improvements (the "Improvements") constructed on the Land (the Land and the Improvements referred to collectively as the "Real Property").

Pursuant to the terms of the Sale Agreement, for good and valuable consideration received by Seller, the receipt and sufficiency of which are hereby acknowledged, Seller hereby grants, transfers and assigns to Buyer the entire right, title and interest of Seller in and to the Intangible Property. Buyer hereby assumes the covenants, agreements and obligations of Seller relating to the Intangible Property which are applicable to the period and required to be performed from and after the date of this Assignment. As used herein the term "Intangible Property" shall have the meaning set forth in the Sale Agreement.

This Assignment is made without recourse, representation or warranty of any kind whatsoever, except as specifically set forth in the Sale Agreement, which representations and warranties shall survive only for the period of survival set forth therein. Except as otherwise set forth in the Sale Agreement, Buyer accepts the Intangible Property on as "AS-IS, WHERE-IS" basis. The liability of Seller hereunder shall be limited as set forth in the Sale Agreement.

This Assignment shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

This Assignment may be executed in a number of identical counterparts which, taken together, shall constitute collectively one agreement; in making proof of this Assignment, it shall not be necessary to produce or account for more than one such counterpart with each party's signature.

***Remainder of Page Intentionally Left Blank.***

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the day and year first above written.

**SELLER:**

[\_\_\_\_\_]

By: \_\_\_\_\_

Name:

Title:

**BUYER:**

[\_\_\_\_\_]

By: \_\_\_\_\_

Name:

Title:

Exhibit 1

Legal Description

(to be attached)

**EXHIBIT "H"**

Intentionally Omitted

**EXHIBIT "I"**

Intentionally Omitted

## **Schedule 5.1**

### **Due Diligence Items**

- (i) Copy of original plans and specifications, and any subsequent plans and specifications for rehab undertaken after initial completion.
- (ii) Audited Financial Statements for past 3 years, year-end operating statements and 12 month recap reports (with monthly data) for past 2 years, and the most recent monthly financial and operating statement and 12 month recap report, with year to date results for the current year.
- (iii) Tax Returns for FYs past 3 years and Schedule K-1s.
- (iv) Certificates of Occupancy.
- (v) Rent Roll for the Property for the three (3) month period immediately prior to the date hereof.
- (vi) Detailed Historical Operating Expenses for past 5 years and the operating budget for current year.
- (vii) Summaries from the local utility companies of utility usage for the last 24 months.
- (viii) Current real estate tax bills or other documents reflecting tax abatement (if applicable).
- (ix) Physical Needs Assessment (if available).
- (x) Environmental Reports (if available).
- (xi) Existing Mortgage, notes secured by such Existing Mortgage, and any other recorded restrictions.
- (xii) Any survey of the Property in the possession of Seller or any manager of the Property.
- (xiii) Leases.
- (xiv) Copies of all contracts and agreements in effect on the date hereof and pertaining in any way to the Property, including all service contracts, brokerage or leasing agreements, management agreements, license agreements, equipment leases, advertising agreements and franchise agreements.
- (xv) Copies of all correspondence for the twelve months period prior to the date hereof between Seller and any Governmental Authority.
- (xvi) Any other agreements, documents, plans, information or records in the possession of Seller (or any manager of the Property) that materially affect the use or operation of the Property (except to the extent that such information is privileged or contains Seller' internal underwriting or financial analysis of the Property).
- (xvii) Seller's partnership or operating agreement agreement, as amended, and certificate of limited partnership or formation, as amended.

**Schedule 7.2(d)**

Rent Roll

(see attached)

**RENT ROLL DETAIL**

As of 09/06/2022

Parameters: Properties - ALL; Show All Unit Designations or Filter by - ALL; Subjournals - ALL; Exclude Formers? - Yes; Sort by - Unit; Report Type - Details + Summary; Show Unit Rent as - Market + Addl.;

**details**

Unit	Floorplan	unit designation	SQFT	Unit/Lease Status	Name	Move-In Move-Out	Lease Start	Lease End	Market + Addl.	Sub Journal	Trans Code	Lease Rent	Other Charges/ Credits	Total Billing	Dep On Hand	balance
01-10500	3X15	N/A	1246	Occupied	Elhayani, Mohammed	06/17/2017	06/01/2021	05/31/2022	2,446.00	RESIDENT	UTILREIMB	0.00	(113.00)	(113.00)	1,169.00	(960.00)
										SUBSIDY	SUBRENT	2,446.00	0.00	2,559.00	0.00	3,570.00
										SUBSIDY	UTAC	0.00	113.00			
01-10502	3X15	N/A	1246	Occupied	COREAS, KISHA	11/06/2012	09/01/2020	08/31/2021	2,446.00	RESIDENT	RENT	1,993.00	0.00	1,993.00	150.00	2,822.99
										SUBSIDY	SUBRENT	453.00	0.00	453.00	0.00	12,997.00
01-10504	3X15	N/A	1246	Occupied	ALLEN, CHENAR	04/07/2003	11/01/2021	10/31/2022	2,446.00	RESIDENT	RENT	464.00	0.00	464.00	454.00	(4.00)
										SUBSIDY	SUBRENT	1,982.00	0.00	1,982.00	0.00	622.00
01-10506	3X15	N/A	1246	Occupied	Hasannia, Fazlollah	06/26/2009	10/01/2021	09/30/2022	2,446.00	RESIDENT	RENT	96.00	0.00	96.00	218.00	96.00
										SUBSIDY	SUBRENT	2,350.00	0.00	2,350.00	0.00	2,327.00
01-10508	3X15	N/A	1246	Occupied	Bekhti, Jawad	01/21/2015	01/01/2022	12/31/2022	2,446.00	RESIDENT	RENT	734.00	0.00	734.00	561.00	9.00
										SUBSIDY	SUBRENT	1,712.00	0.00	1,712.00	0.00	1,488.00
01-10510	3X15	N/A	1246	Occupied-NTV	Smith, Lisa	09/30/2008 10/01/2022	12/01/2021	11/30/2022	2,446.00	RESIDENT	UTILREIMB	0.00	(113.00)	(113.00)	94.00	(64.00)
										SUBSIDY	SUBRENT	2,446.00	0.00	2,559.00	0.00	1,666.00
										SUBSIDY	UTAC	0.00	113.00			
										HUDREPM		0.00	0.00		0.00	(500.00)
02-10501	3X15	N/A	1246	Occupied	Bounhalli, Mohamed	09/02/2021	09/01/2022	08/31/2023	2,446.00	RESIDENT	UTILREIMB	0.00	(113.00)	(113.00)	286.00	(636.00)
										SUBSIDY	SUBRENT	2,446.00	0.00	2,559.00	0.00	4,935.00
										SUBSIDY	UTAC	0.00	113.00			
02-10503	3X15	N/A	1246	Occupied	RAZAI, ARIFA	04/11/2002	04/01/2022	03/31/2023	2,446.00	RESIDENT	RENT	2,141.00	0.00	2,141.00	99.00	0.00
										SUBSIDY	SUBRENT	305.00	0.00	305.00	0.00	(971.00)
02-10505	3X15	N/A	1246	Occupied	Saloman, Muna	02/19/2002	02/01/2022	01/31/2023	2,446.00	RESIDENT	RENT	453.00	0.00	453.00	168.00	453.00
										SUBSIDY	SUBRENT	1,993.00	0.00	1,993.00	0.00	2,571.00
										HUDREPM		0.00	0.00		0.00	(140.00)
02-10507	3X15	N/A	1246	Occupied	Habibi, Nargis	11/02/2018	11/01/2021	10/31/2022	2,446.00	RESIDENT	UTILREIMB	0.00	(52.00)	(52.00)	315.00	(485.00)
										SUBSIDY	SUBRENT	2,446.00	0.00	2,498.00	0.00	2,303.00
										SUBSIDY	UTAC	0.00	52.00			
02-10509	3X15	N/A	1246	Occupied	Lfarh, Driss	07/22/2013	07/01/2021	06/30/2022	2,446.00	RESIDENT	UTILREIMB	0.00	(113.00)	(113.00)	727.00	123.00
										SUBSIDY	SUBRENT	2,446.00	0.00	2,559.00	0.00	(5,340.00)

\* indicates amounts not included in detail totals

**RENT ROLL DETAIL**

As of 09/06/2022

Parameters: Properties - ALL; Show All Unit Designations or Filter by - ALL; Subjournals - ALL; Exclude Formers? - Yes; Sort by - Unit; Report Type - Details + Summary; Show Unit Rent as - Market + Addl.;

**details**

Unit	Floorplan	unit designation	SQFT	Unit/Lease Status	Name	Move-In Move-Out	Lease Start	Lease End	Market + Addl.	Sub Journal	Trans Code	Lease Rent	Other Charges/ Credits	Total Billing	Dep On Hand	balance
											SUBSIDY UTAC	0.00	113.00			
02-10511	3X15	N/A	1246	Occupied	Barka, Mohamed	05/01/2022	05/01/2022	04/30/2023	2,446.00	RESIDENT	RENT	48.00	0.00	48.00	0.00	(372.00)
											SUBSIDY SUBRENT	2,398.00	0.00	2,398.00	0.00	2,398.00
03-10513	2X10	N/A	940	Occupied	KANG, HEE	09/02/2008	09/01/2022	08/31/2023	2,045.00	RESIDENT	RENT	633.00	0.00	633.00	474.00	0.00
											SUBSIDY SUBRENT	1,412.00	0.00	1,412.00	0.00	1,320.00
03-10515	2X10	N/A	940	Occupied	Kim, Myung	09/28/2016	10/01/2021	09/30/2022	2,045.00	RESIDENT	RENT	255.00	0.00	255.00	282.00	843.00
											SUBSIDY SUBRENT	1,790.00	0.00	1,790.00	0.00	448.00
03-10517	2X10	N/A	940	Occupied	HAMIDI, SHAIMA	05/05/2000	05/01/2019	04/30/2020	2,045.00	RESIDENT	RENT	812.00	0.00	812.00	642.00	1,282.00
											SUBSIDY SUBRENT	1,233.00	0.00	1,233.00	0.00	1,262.00
03-10519	2X10	N/A	940	Occupied	Kim, Kwang	02/06/2015	02/01/2022	01/31/2023	2,045.00	RESIDENT	RENT	466.00	0.00	466.00	411.00	(96.00)
											SUBSIDY SUBRENT	1,579.00	0.00	1,579.00	0.00	1,547.00
04-10520	2X10	N/A	940	Occupied	OH, KI SOON	08/22/2008	08/01/2021	07/31/2022	2,045.00	RESIDENT	RENT	144.00	0.00	144.00	110.00	44.00
											SUBSIDY SUBRENT	1,901.00	0.00	1,901.00	0.00	1,749.00
04-10522	2X10	N/A	940	Occupied	LEE, SANG	01/25/2008	01/01/2022	12/31/2022	2,045.00	RESIDENT	RENT	277.00	0.00	277.00	260.00	0.00
											SUBSIDY SUBRENT	1,768.00	0.00	1,768.00	0.00	1,584.00
04-10524	2X10	N/A	940	Occupied	KWON, BU	09/10/2003	09/01/2021	08/31/2022	2,045.00	RESIDENT	RENT	346.00	0.00	346.00	707.00	346.00
											SUBSIDY SUBRENT	1,699.00	0.00	1,699.00	0.00	1,607.00
04-10526	2X10	N/A	940	Occupied	BALDWIN, LUCY	03/20/1989	04/01/2022	03/31/2023	2,045.00	RESIDENT	RENT	108.00	0.00	108.00	158.00	1,352.00
											SUBSIDY SUBRENT	1,937.00	0.00	1,937.00	0.00	1,753.00
04-10528	2X10	N/A	940	Occupied	Mesa-Aimeda, Aguedo	06/27/2009	06/01/2021	05/31/2022	2,045.00	RESIDENT	RENT	65.00	0.00	65.00	50.00	57.00
											SUBSIDY SUBRENT	1,980.00	0.00	1,980.00	0.00	1,858.00
04-10530	2X10	N/A	940	Occupied	CLYBURN, CYNTHIA	06/24/2007	02/01/2022	01/31/2023	2,045.00	RESIDENT	UTILREIMB	0.00	(73.00)	(73.00)	332.00	(146.00)
											SUBSIDY SUBRENT	2,045.00	0.00	2,118.00	0.00	2,065.00
											SUBSIDY UTAC	0.00	73.00			
04-10532	2X10	N/A	940	Occupied	Ryan, Kimberly	08/20/2007	08/01/2021	07/31/2022	2,045.00	RESIDENT	RENT	130.00	0.00	130.00	369.00	174.00
											SUBSIDY SUBRENT	1,915.00	0.00	1,915.00	0.00	1,763.00
04-10534	2X10	N/A	940	Occupied	Ahn, Daniel	12/17/2009	12/01/2021	11/30/2022	2,045.00	RESIDENT	RENT	239.00	0.00	239.00	947.00	(20.00)
											SUBSIDY SUBRENT	1,806.00	0.00	1,806.00	0.00	1,622.00

\* indicates amounts not included in detail totals

**RENT ROLL DETAIL**

As of 09/06/2022

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**details**

Unit	Floorplan	unit designation	SQFT	Unit/Lease Status	Name	Move-In Move-Out	Lease Start	Lease End	Market + Addl.	Sub Journal	Trans Code	Lease Rent	Other Charges/ Credits	Total Billing	Dep On Hand	balance
05-10538	3X15	N/A	1246	Occupied	BROWN, YVONNE	11/01/2008	04/01/2022	03/31/2023	2,446.00	RESIDENT	RENT	466.00	0.00	466.00	217.00	143.00
										SUBSIDY	SUBRENT	1,980.00	0.00	1,980.00	0.00	2,086.00
05-10540	3X15	N/A	1246	Occupied	Richards, Kristi	09/06/2016	12/01/2021	11/30/2022	2,446.00	RESIDENT	UTILREIMB	0.00	(7.00)	(7.00)	349.00	209.00
										SUBSIDY	SUBRENT	2,446.00	0.00	2,453.00	0.00	2,233.00
										SUBSIDY	UTAC	0.00	7.00			
05-10542	3X15	N/A	1246	Occupied	Williams, Hilda	01/31/2014	01/01/2022	12/31/2022	2,446.00	RESIDENT	RENT	984.00	0.00	984.00	1,108.00	8,459.00
										SUBSIDY	SUBRENT	1,462.00	0.00	1,462.00	0.00	(6,859.00)
05-10544	3X15	N/A	1246	Occupied	Mellal, Fatima	05/16/2017	05/01/2021	04/30/2022	2,446.00	RESIDENT	RENT	426.00	0.00	426.00	517.00	87.00
										SUBSIDY	SUBRENT	2,020.00	0.00	2,020.00	0.00	1,796.00
05-10546	2X10	N/A	940	Occupied	BAZAZ, JAMILA	12/04/2000	12/01/2021	11/30/2022	2,045.00	RESIDENT	RENT	144.00	0.00	144.00	144.00	(1,297.00)
										SUBSIDY	SUBRENT	1,901.00	0.00	1,901.00	0.00	1,717.00
05-10548	2X10	N/A	940	Occupied	Chung, Eun	11/13/2012	11/01/2021	10/31/2022	2,045.00	RESIDENT	RENT	162.00	0.00	162.00	654.00	(40.00)
										SUBSIDY	SUBRENT	1,883.00	0.00	1,883.00	0.00	1,699.00
06-10500	2X10	N/A	940	Occupied	RAZAVI, EZAT	07/01/2013	04/01/2022	03/31/2023	2,045.00	RESIDENT	RENT	150.00	0.00	150.00	161.00	(69.00)
										SUBSIDY	SUBRENT	1,895.00	0.00	1,895.00	0.00	1,895.00
06-10501	2X10	N/A	940	Occupied	ANDINO, GERMAN	06/14/1996	06/01/2021	05/31/2022	2,045.00	RESIDENT	RENT	810.00	0.00	810.00	273.00	506.00
										SUBSIDY	SUBRENT	1,235.00	0.00	1,235.00	0.00	1,351.00
06-10502	2X10	N/A	940	Occupied	Nabizada, Aqila	08/29/2013	08/01/2021	07/31/2022	2,045.00	RESIDENT	RENT	1,038.00	0.00	1,038.00	258.50	912.00
										SUBSIDY	SUBRENT	1,007.00	0.00	1,007.00	0.00	(13.00)
06-10503	2X10FHA	N/A	892	Occupied	CLEMENTS, DARLENE	04/01/2017	02/01/2022	01/31/2023	2,044.00	RESIDENT	RENT	139.00	0.00	139.00	158.00	0.00
										SUBSIDY	SUBRENT	1,905.00	0.00	1,905.00	0.00	1,793.00
07-10504	3X15	N/A	1246	Occupied	Oujou, Nourreddine	08/16/2022	08/16/2022	08/31/2023	2,446.00	RESIDENT	RENT	337.00	0.00	337.00	475.00	(649.00)
										SUBSIDY	SUBRENT	2,109.00	0.00	2,109.00	0.00	3,198.00
07-10506	3X15	Affordable	1246	Occupied	Erraoui, Driss	08/30/2019	08/01/2020	07/31/2021	2,446.00	RESIDENT	RENT	261.00	0.00	261.00	622.00	(290.00)
										SUBSIDY	SUBRENT	2,185.00	0.00	2,185.00	0.00	1,887.00
07-10508	3X15	N/A	1246	Occupied	GOLAS, ALETHA	12/15/1989	06/01/2021	05/31/2022	2,446.00	RESIDENT	RENT	371.00	0.00	371.00	414.00	1,262.99
										SUBSIDY	SUBRENT	2,075.00	0.00	2,075.00	0.00	2,115.00
										HUDREPM		0.00	0.00		0.00	(84.00)

\* indicates amounts not included in detail totals

**RENT ROLL DETAIL**

As of 09/06/2022

Parameters: Properties - ALL; Show All Unit Designations or Filter by - ALL; Subjournals - ALL; Exclude Formers? - Yes; Sort by - Unit; Report Type - Details + Summary; Show Unit Rent as - Market + Addl.;

**details**

Unit	Floorplan	unit designation	SQFT	Unit/Lease Status	Name	Move-In Move-Out	Lease Start	Lease End	Market + Addl.	Sub Journal	Trans Code	Lease Rent	Other Charges/ Credits	Total Billing	Dep On Hand	balance
07-10510	3X15	N/A	1246	Occupied	Elmhasbi, Abdelhai	05/10/2013	09/01/2022	08/31/2023	2,446.00	RESIDENT	UTILREIMB	0.00	(113.00)	(113.00)	50.00	871.00
										SUBSIDY	SUBRENT	2,446.00	0.00	2,559.00	0.00	2,735.00
										SUBSIDY	UTAC	0.00	113.00			
08-10505	2X10FHA	N/A	892	Occupied	KAREEM, KHATOON	03/09/2001	03/01/2022	02/28/2023	2,044.00			0.00	0.00	0.00	0.00	0.00
										RESIDENT		0.00	0.00		213.00	2,609.00
										SUBSIDY		0.00	0.00		0.00	(11,426.00)
08-10507	2X10	N/A	940	Occupied	AMARKHEL, MARY	11/09/2001	11/01/2021	10/31/2022	2,045.00	RESIDENT	RENT	277.00	0.00	277.00	251.00	4,852.78
										SUBSIDY	SUBRENT	1,768.00	0.00	1,768.00	0.00	1,584.00
08-10509	2X10	N/A	940	Occupied	AMIN, AZAD	04/28/2000	04/01/2022	03/31/2023	2,045.00	RESIDENT	RENT	808.00	0.00	808.00	285.00	942.00
										SUBSIDY	SUBRENT	1,237.00	0.00	1,237.00	0.00	1,053.00
08-10511	2X10	N/A	940	Occupied	KHALIL, ABDUL	07/01/2005	07/01/2021	06/30/2022	2,045.00	RESIDENT	RENT	144.00	0.00	144.00	78.00	194.00
										SUBSIDY	SUBRENT	1,901.00	0.00	1,901.00	0.00	1,689.00
08-10513	2X10	Affordable	940	Occupied	LASHLEY, JAMES	09/10/2018	10/01/2021	09/30/2022	2,045.00	RESIDENT	RENT	615.00	0.00	615.00	288.00	2,188.00
										SUBSIDY	SUBRENT	1,430.00	0.00	1,430.00	0.00	(2,837.00)
08-10515	2X10	N/A	940	Occupied	SALEH, GULJAN	12/06/2005	12/01/2021	11/30/2022	2,045.00	RESIDENT	RENT	133.00	0.00	133.00	410.00	0.00
										SUBSIDY	SUBRENT	1,912.00	0.00	1,912.00	0.00	1,728.00
09-10533	2X10	N/A	940	Occupied	Kim, Sung	06/01/2022	06/01/2022	05/31/2023	2,045.00	RESIDENT	RENT	307.00	0.00	307.00	405.00	(405.00)
										SUBSIDY	SUBRENT	1,738.00	0.00	1,738.00	0.00	1,738.00
09-10535	2X10	N/A	940	Occupied	SEO, YOUNG	07/18/2001	07/01/2021	06/30/2022	2,045.00	RESIDENT	RENT	38.00	0.00	38.00	117.00	882.06
										SUBSIDY	SUBRENT	2,007.00	0.00	2,007.00	0.00	1,805.00
09-10537	2X10	N/A	940	Occupied	Choe, Man	07/13/2016	07/01/2021	06/30/2022	2,045.00	RESIDENT	RENT	276.00	0.00	276.00	322.00	256.00
										SUBSIDY	SUBRENT	1,769.00	0.00	1,769.00	0.00	1,543.00
09-10539	2X10	N/A	940	Occupied	AZARI, MALIHEH	04/29/1994	05/01/2020	04/30/2021	2,045.00	RESIDENT	RENT	150.00	0.00	150.00	175.00	536.00
										SUBSIDY	SUBRENT	1,895.00	0.00	1,895.00	0.00	1,711.00
09-10541	2X10	N/A	940	Occupied	Hong, Joo Sik	05/31/2011	05/01/2020	04/30/2021	2,045.00	RESIDENT	RENT	518.00	0.00	518.00	907.00	159.00
										SUBSIDY	SUBRENT	1,527.00	0.00	1,527.00	0.00	1,343.00
09-10543	2X10	N/A	940	Occupied	Sindy, Kadria	05/09/2014	05/01/2021	04/30/2022	2,045.00	RESIDENT	UTILREIMB	0.00	(5.00)	(5.00)	377.00	2,778.00
										SUBSIDY	SUBRENT	2,045.00	0.00	2,050.00	0.00	3,462.00

\* indicates amounts not included in detail totals

**RENT ROLL DETAIL**

As of 09/06/2022

**Parameters:** Properties - ALL;Show All Unit Designations or Filter by - ALL;Subjournals - ALL;Exclude Formers? - Yes;Sort by - Unit;Report Type - Details + Summary;Show Unit Rent as - Market + Addl.;

**details**

Unit	Floorplan	unit designation	SQFT	Unit/Lease Status	Name	Move-In Move-Out	Lease Start	Lease End	Market + Addl.	Sub Journal	Trans Code	Lease Rent	Other Charges/Credits	Total Billing	Dep On Hand	balance
										SUBSIDY	UTAC	0.00	5.00			
<b>totals:</b>									110,268.00			108,224.00	0.00	108,224.00	18,211.50	

\* indicates amounts not included in detail totals

**RENT ROLL DETAIL**

As of 09/06/2022

**Parameters:** Properties - ALL;Show All Unit Designations or Filter by - ALL;Subjournals - ALL;Exclude Formers? - Yes;Sort by - Unit;Report Type - Details + Summary;Show Unit Rent as - Market + Addl.;

**Amt / SQFT: Market = 53,024 SQFT; Leased = 53,024 SQFT;**

Floorplan	# Units	Average SQFT	Average Market + Addl.	Market + Addl.	Average Leased	Leased Amt / SQFT	Units Occupied	Occupancy %	Units Available
2X10	28	940	2,045.00	2.18	2,045.00	2.18	28	100.00	0
2X10FHA	2	892	2,044.00	2.29	1,022.00	1.15	2	100.00	0
3X15	20	1,246	2,446.00	1.96	2,446.00	1.96	20	100.00	1
<b>totals / averages:</b>	<b>50</b>	<b>1,060</b>	<b>2,205.36</b>	<b>2.08</b>	<b>2,164.48</b>	<b>2.04</b>	<b>50</b>	<b>100.00</b>	<b>1</b>

**occupancy and rents summary for current date**

unit status	Market + Addl.	# units	potential rent
Occupied, no NTV	107,822.00	49	105,778.00
Occupied, NTV	2,446.00	1	2,446.00
Occupied NTV Leased		0	-
Vacant Leased		0	-
Admin/Down		0	-
Vacant Not Leased		0	-
<b>totals:</b>	<b>110,268.00</b>	<b>50</b>	<b>108,224.00</b>

**summary billing by sub journal for current date**

sub journal	amount
RESIDENT	17,256.00
SUBSIDY	90,968.00
<b>total:</b>	<b>108,224.00</b>

**summary billing by transaction code for current date**

code	amount
RENT	17,958.00
SUBRENT	90,266.00
UTAC	702.00
UTILREIMB	(702.00)
<b>total:</b>	<b>108,224.00</b>

**Schedule 7.2(e)**

Operating Contracts

1. Cable: Verizon
2. Phone: Spectrotel
3. Landscaping: Brightview

**Schedule 7.2(g)**

Written Notices

None

**Schedule 7.2(k)**

Litigation

None

**Schedule 7.2(m)**

Employment and Union Contracts

None

MAP #: 0772 01 0044A  
REDEVELOPMENT AND HOUSING  
AUTHORITY

10500 OAK BLUFF CT

**Values**


---

Tax Year	2022
Current Land	\$2,800,000
Current Building	\$7,394,880
Current Assessed Total	\$10,194,880
Tax Exempt	NO
Note	

**Values History**


---

Tax Year	Land	Building	Assessed Total	Tax Exempt
2021	\$2,800,000	\$6,897,240	\$9,697,240	NO
2020	\$2,900,000	\$6,509,320	\$9,409,320	NO
2019	\$2,900,000	\$5,400,140	\$8,300,140	NO
2018	\$2,900,000	\$5,072,210	\$7,972,210	NO
2017	\$2,900,000	\$5,500,140	\$8,400,140	NO
2016	\$2,900,000	\$3,237,230	\$6,137,230	NO
2015	\$2,900,000	\$3,246,720	\$6,146,720	NO
2014	\$2,900,000	\$3,227,830	\$6,127,830	NO
2013	\$2,900,000	\$2,963,430	\$5,863,430	NO
2012	\$2,900,000	\$3,106,820	\$6,006,820	NO
2011	\$1,125,000	\$4,434,100	\$5,559,100	NO
2010	\$1,125,000	\$3,961,660	\$5,086,660	NO
2009	\$2,000,000	\$3,637,920	\$5,637,920	NO
2008	\$2,000,000	\$3,828,240	\$5,828,240	NO
2007	\$2,000,000	\$3,374,400	\$5,374,400	NO
2006	\$2,000,000	\$2,492,250	\$4,492,250	NO
2005	\$2,000,000	\$2,418,260	\$4,418,260	NO
2004	\$1,300,000	\$2,517,565	\$3,817,565	NO
2003	\$1,300,000	\$2,293,270	\$3,593,270	NO
2002	\$750,000	\$2,794,895	\$3,544,895	NO
2001	\$750,000	\$2,786,545	\$3,536,545	NO
2000	\$750,000	\$3,238,420	\$3,988,420	NO

Source: Fairfax County Department  
of Tax Administration, Real Estate Division.

# **Tab F:**

RESNET Rater Certification (MANDATORY)

## R. RESNET Rater Certification

### RESNET Rater Certification of Development Plans

Deal Name \_\_\_\_\_

Deal Address \_\_\_\_\_

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

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

#### In addition provide HERS rating documentation as specified in the manual

\_\_\_\_\_ **New Construction** – EnergyStar Certification

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

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

**Or Must evidence a HERS Index of 80 or better**

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

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

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

#### Additional Optional Certifications

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

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

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

# Appendices continued

## Additional Optional Certifications continued

\_\_\_\_\_ **National Green Building Standard (NGBS)** – The development’s design meets the criteria for meeting the NGBS Silver or higher standards to obtain certification.

\_\_\_\_\_ **Enterprise Green Communities** – The development's design meets the criteria for meeting the requirements as stated in the Enterprise Green Communities Criteria for this developments construction type to obtain certification.

**\*\*\* Please note Raters must have completed 500+ ratings in order to certify this form.**

Printed Name Steven Armstrong February 1, 2023  
RESNET Rater Date

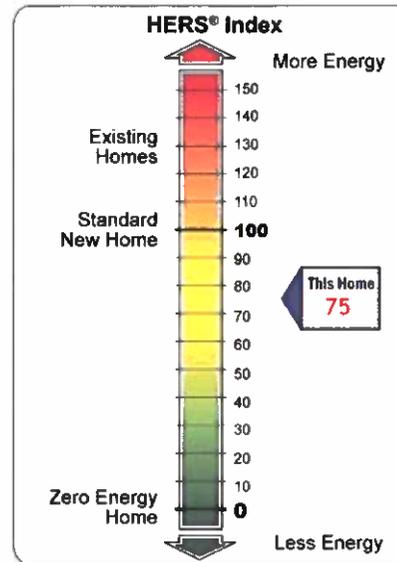
Signature 

Resnet Provider Agency Performance Point, LLC

Signature 

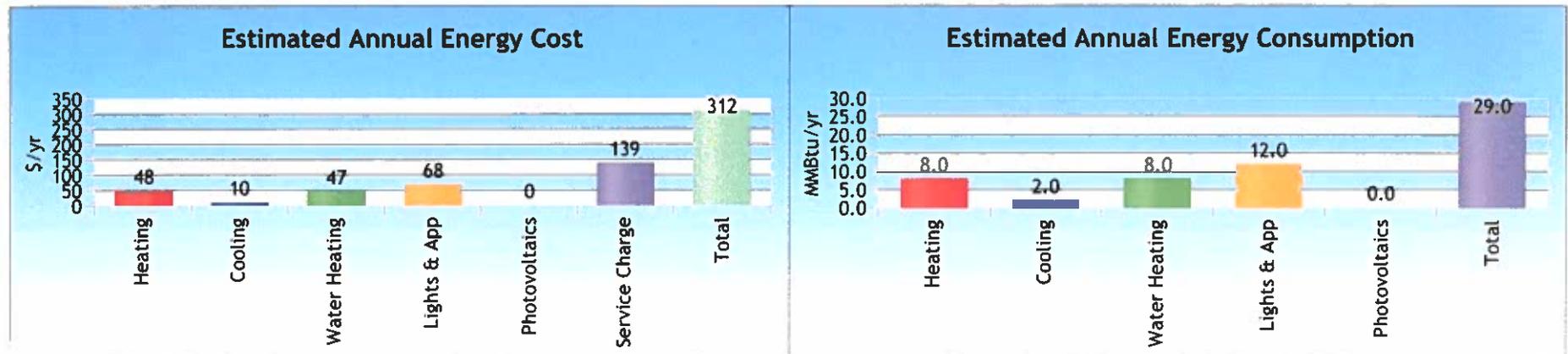
Provider Contact & Phone/Email Sam Galphin, 704-563-1030, sam@theperformancepoint.com

# HERS PERFORMANCE



# ENERGY RATING CERTIFICATE

**Projected Rating: Based on Plans - Field Confirmation Required.**



Name: Summit\_2BR-Acc\_Slab/End-AFTER  
 Address: 10550 Oak Bluff Ct. Burke, VA 22015  
 House Type: Apartment, end unit  
 Cond. Area: 877 sq. ft.  
 Rating No.  
 Issue Date: August 23, 2022  
 Certification: Inspected and Tested

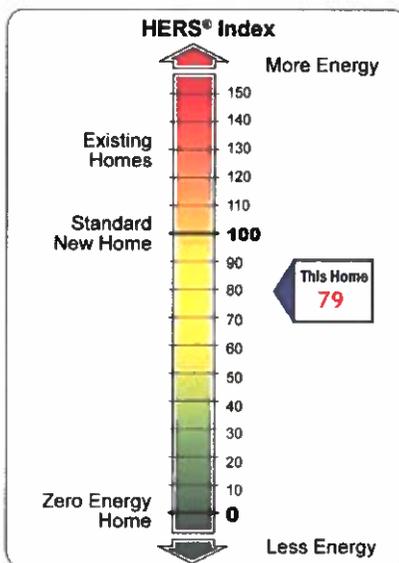
Annual Estimates\*  
 Electric(kWh): 7677  
 Natural gas(Therms): 28  
 CO2 emissions(Tons): 4  
 Annual Savings\*\*: \$104  
 \* Based on standard operating conditions  
 \*\* Based on a HERS 130 Index Home

Certified Rater: Steven Armstrong  
 Rater ID: 6602771  
 Registry ID  
 Rating Date: 08/23/2022

REM/Rate - Residential Energy Analysis and Rating Software v16.3.2

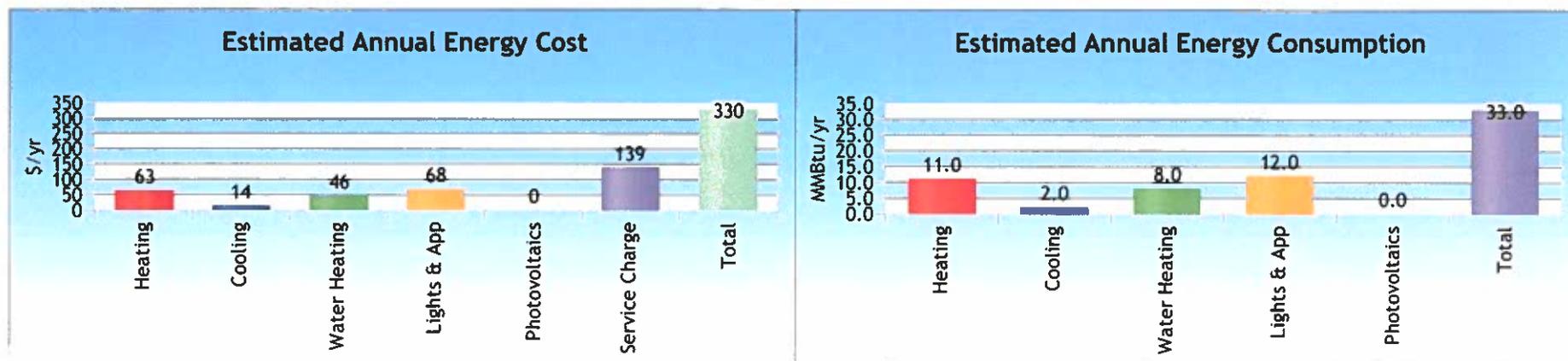
This information does not constitute any warranty of energy costs or savings. © 1985-2021 NORESKO, Boulder, Colorado. The Home Energy Rating Standard Disclosure for this home is available from the rating provider.

# HERS PERFORMANCE



# ENERGY RATING CERTIFICATE

Projected Rating: Based on Plans - Field Confirmation Required.

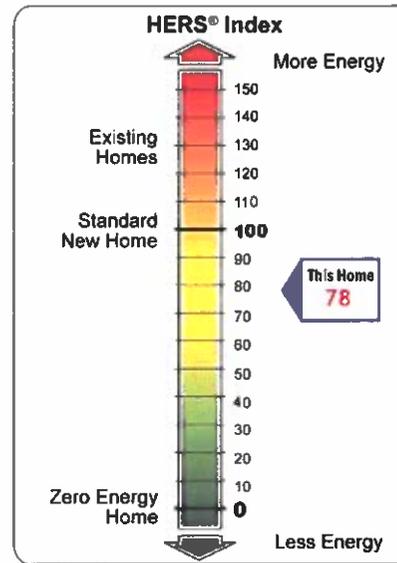


Name	Summit_2BR-TH/End-AFTER	Annual Estimates*	Certified Rater	Steven Armstrong
Address	10550 Oak Bluff Ct. Burke, VA 22015	Electric(kWh): 8875 Natural gas(Therms): 28 CO2 emissions(Tons): 5	Rater ID	6602771
House Type	Townhouse, end unit	Annual Savings**: \$107	Registry ID	
Cond. Area	950 sq. ft.	* Based on standard operating conditions	Rating Date	08/23/2022
Rating No.		** Based on a HERS 130 Index Home		
Issue Date	August 25, 2022			
Certification	Inspected and Tested			

REM/Rate - Residential Energy Analysis and Rating Software v16.3.2

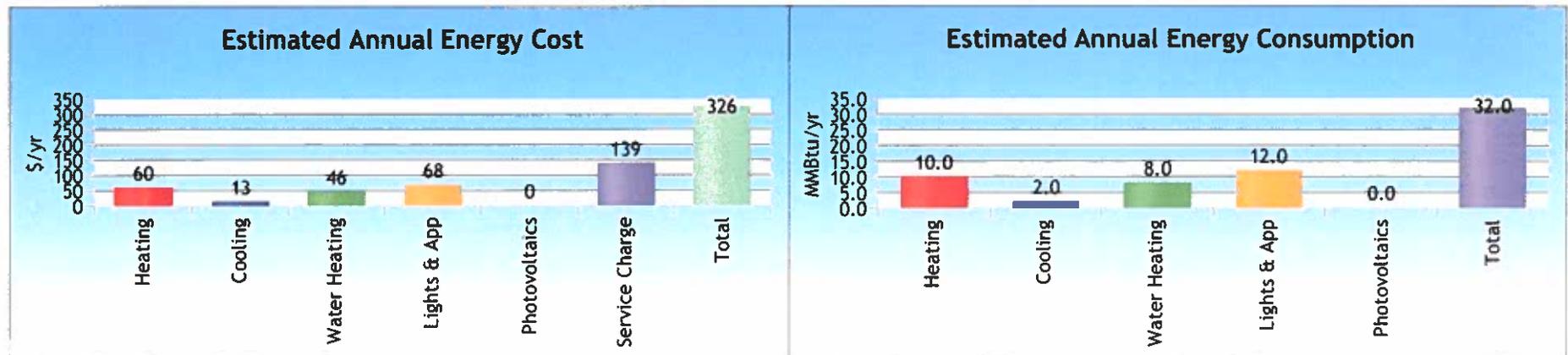
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The Home Energy Rating Standard Disclosure for this home is available from the rating provider.

# HERS PERFORMANCE



# ENERGY RATING CERTIFICATE

**Projected Rating: Based on Plans - Field Confirmation Required.**



Name: Summit\_2BR-TH/In-AdjAcc-AFTER  
 Address: 10550 Oak Bluff Ct.  
 Burke, VA 22015  
 House Type: Townhouse, inside unit  
 Cond. Area: 950 sq. ft.  
 Rating No.  
 Issue Date: August 25, 2022  
 Certification: Inspected and Tested

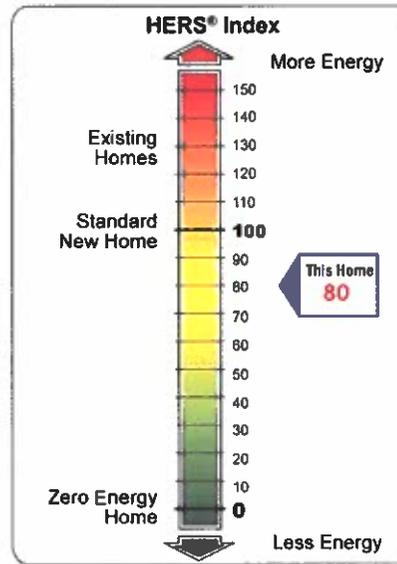
Annual Estimates\*  
 Electric(kWh): 8570  
 Natural gas(Therms): 28  
 CO2 emissions(Tons): 4  
 Annual Savings\*\*: \$106  
 \* Based on standard operating conditions  
 \*\* Based on a HERS 130 Index Home

Certified Rater: Steven Armstrong  
 Rater ID: 6602771  
 Registry ID  
 Rating Date: 08/23/2022

REM/Rate - Residential Energy Analysis and Rating Software v16.3.2

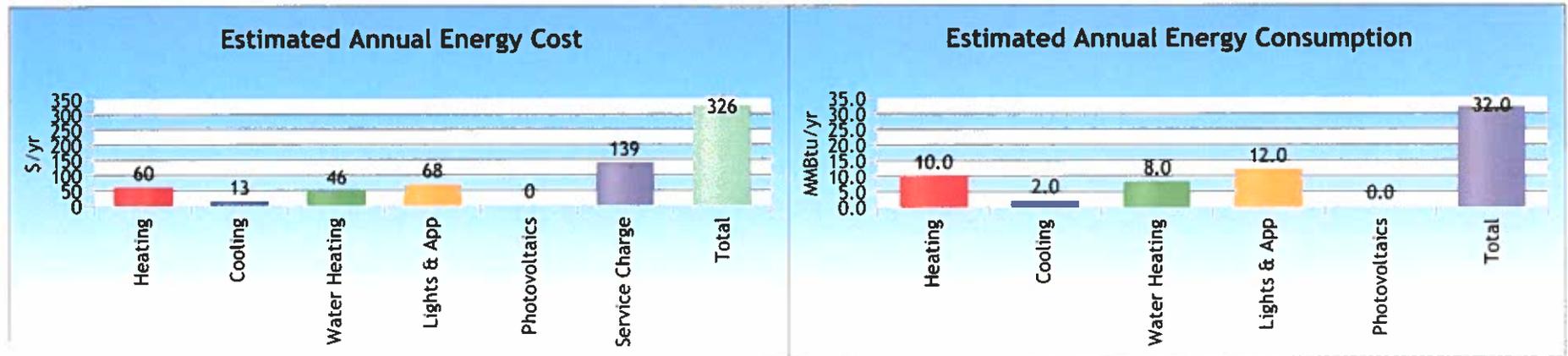
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 The Home Energy Rating Standard Disclosure for this home is available from the rating provider.

# HERS PERFORMANCE



# ENERGY RATING CERTIFICATE

Projected Rating: Based on Plans - Field Confirmation Required.

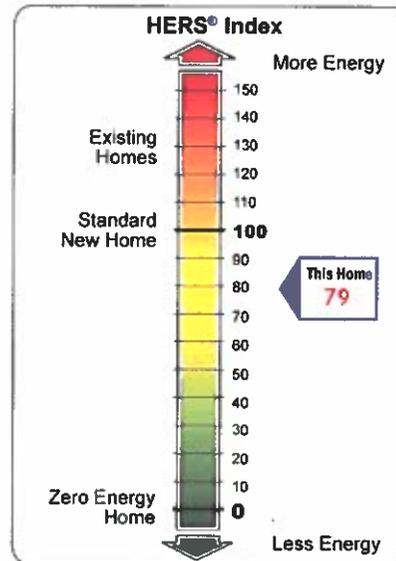


Name	Summit_2BR-TH/In-AdjOf-AFTER	Annual Estimates*	Certified Rater	Steven Armstrong
Address	10550 Oak Bluff Ct. Burke, VA 22015	Electric(kWh): 8579	Rater ID	6602771
House Type	Townhouse, inside unit	Natural gas(Therms): 28	Registry ID	
Cond. Area	950 sq. ft.	CO2 emissions(Tons): 4	Rating Date	08/23/2022
Rating No.		Annual Savings**: \$103		
Issue Date	August 25, 2022	* Based on standard operating conditions		
Certification	Inspected and Tested	** Based on a HERS 130 Index Home		

REM/Rate - Residential Energy Analysis and Rating Software v16.3.2

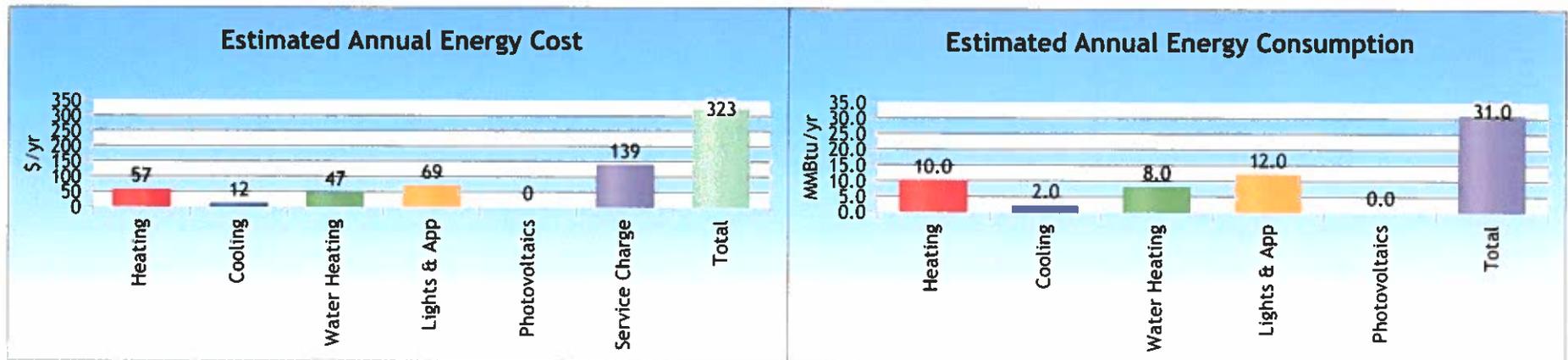
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The Home Energy Rating Standard Disclosure for this home is available from the rating provider.

# HERS PERFORMANCE



# ENERGY RATING CERTIFICATE

Projected Rating: Based on Plans - Field Confirmation Required.

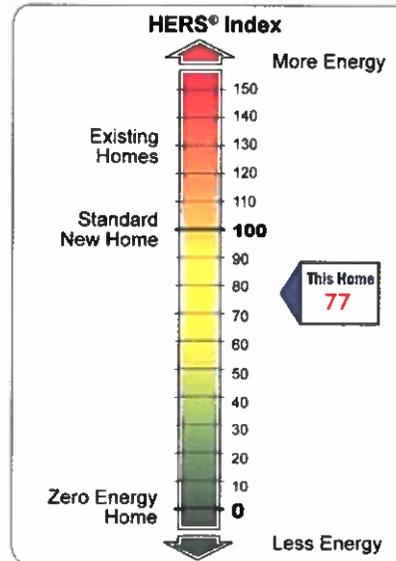


Name	Summit_2BR-TH/In-AFTER	Annual Estimates*	Certified Rater	Steven Armstrong
Address	10550 Oak Bluff Ct. Burke, VA 22015	Electric(kWh): 8394 Natural gas(Therms): 28 CO2 emissions(Tons): 4	Rater ID	6602771
House Type	Townhouse, inside unit	Annual Savings**: \$103	Registry ID	
Cond. Area	950 sq. ft.	* Based on standard operating conditions	Rating Date	08/23/2022
Rating No.		** Based on a HERS 130 Index Home		
Issue Date	August 25, 2022			
Certification	Inspected and Tested			

REM/Rate - Residential Energy Analysis and Rating Software v16.3.2

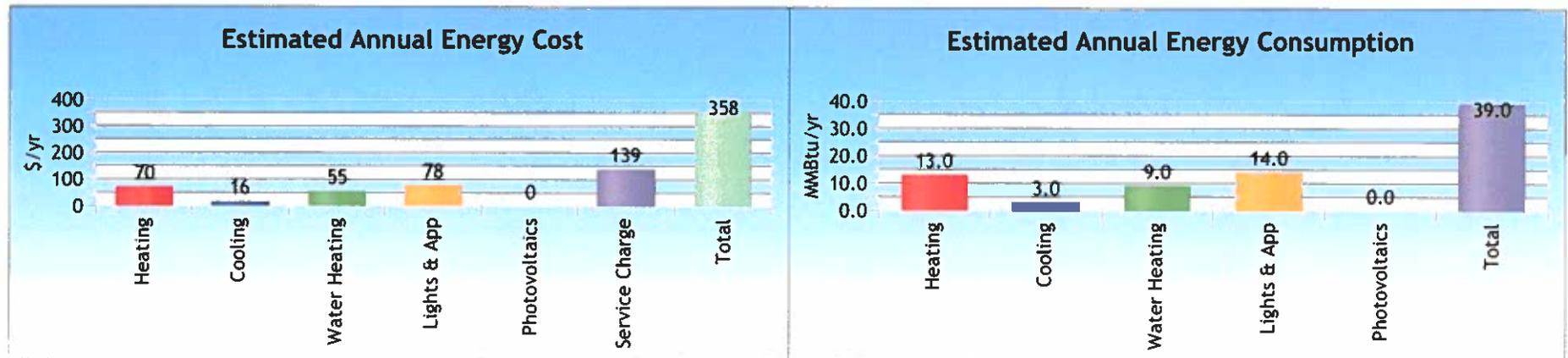
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The Home Energy Rating Standard Disclosure for this home is available from the rating provider.

# HERS PERFORMANCE



# ENERGY RATING CERTIFICATE

Projected Rating: Based on Plans - Field Confirmation Required.

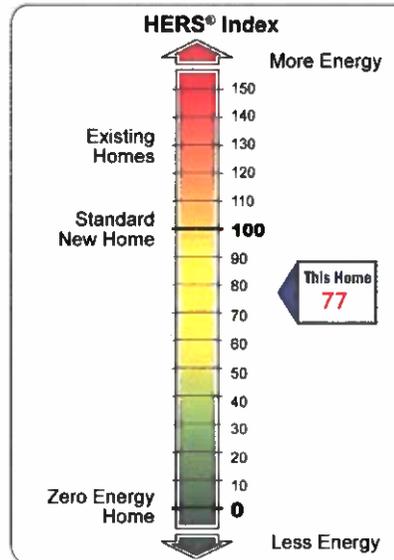


Name	Summit_3BR-TH/End-AFTER	Annual Estimates*	Certified Rater	Steven Armstrong
Address	10550 Oak Bluff Ct. Burke, VA 22015	Electric(kWh): 10527 Natural gas(Therms): 31 CO2 emissions(Tons): 5	Rater ID	6602771
House Type	Townhouse, end unit	Annual Savings**: \$123	Registry ID	
Cond. Area	1270 sq. ft.	* Based on standard operating conditions	Rating Date	08/23/2022
Rating No.		** Based on a HERS 130 Index Home		
Issue Date	August 23, 2022			
Certification	Inspected and Tested			

REM/Rate - Residential Energy Analysis and Rating Software v16.3.2

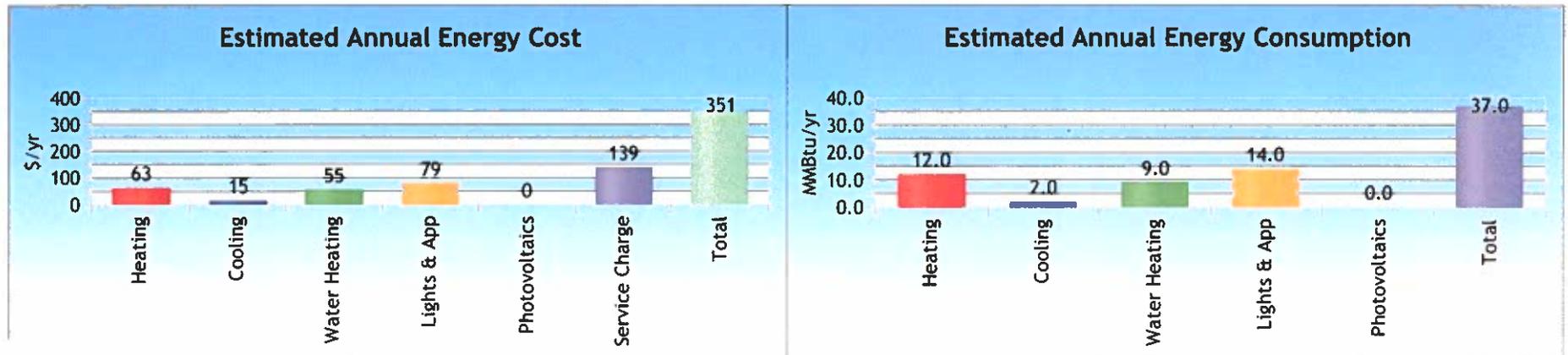
This information does not constitute any warranty of energy costs or savings. © 1985-2021 NORESCO, Boulder, Colorado.  
The Home Energy Rating Standard Disclosure for this home is available from the rating provider.

# HERS PERFORMANCE



# ENERGY RATING CERTIFICATE

Projected Rating: Based on Plans - Field Confirmation Required.



Name	Summit_3BR-TH/In-AFTER	Annual Estimates*	Certified Rater	Steven Armstrong
Address	10550 Oak Bluff Ct. Burke, VA 22015	Electric(kWh): 10021 Natural gas(Therms): 31 CO2 emissions(Tons): 5	Rater ID	6602771
House Type	Townhouse, inside unit	Annual Savings**: \$120	Registry ID	
Cond. Area	1270 sq. ft.	* Based on standard operating conditions	Rating Date	08/23/2022
Rating No.		** Based on a HERS 130 Index Home		
Issue Date	August 23, 2022			
Certification	Inspected and Tested			

REM/Rate - Residential Energy Analysis and Rating Software v16.3.2

This information does not constitute any warranty of energy costs or savings. © 1985-2021 NORESCO, Boulder, Colorado.  
The Home Energy Rating Standard Disclosure for this home is available from the rating provider.

# **Tab G:**

Zoning Certification Letter (MANDATORY)



# County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

---

## Zoning Certification

---

Name of Development  Summit Oaks

Name of Applicant  Summit Oaks Housing, L.P.

Name of Seller  Current Owner  Summit Oaks Preservation, L.P.

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

### PROJECT DESCRIPTION:

Project Address  10500 Oak Bluff Court, Burke, VA 22015

Project Legal Description  See attached legal description

Proposed Improvements  Rehabilitation

Proposed Improvements			
Type	# of Units	# of Buildings	Total Gross Floor Area
<input type="checkbox"/> New Construction	-	-	-
<input type="checkbox"/> Adaptive Reuse	-	-	-
<input type="checkbox"/> Rehabilitation	50	10	53,630

Current zoning  The property is zoned to the Planned Residential Community District, and is subject to the proffered conditions associated with Rezoning [R-C-546](#), approved by the Board of Supervisors on August 11, 1975. As-Built Site Plan # 1736-SP-17-2, entitled "Burke Centre, Section 24A & B," was approved on April 15, 1990, for a 5.406-acre site with 50 rental units and one management office.

---

**Zoning Certification (continued)**

---

**LOCAL CERTIFICATION (to be completed by the appropriate local official):**

Check one of the following as appropriate:

<input checked="" type="checkbox"/>	The proposed development is consistent with existing zoning requirements applicable to the site. To the best of my knowledge, there are presently no zoning violations outstanding on this property. No further zoning approvals and/or special permits are required.
<input type="checkbox"/>	The proposed development is an approved non-conforming use. To the best of my knowledge, there are presently no zoning violations outstanding on this property. No further zoning approvals and/or special permits are required.
<input type="checkbox"/>	There are no zoning requirements currently applicable to this site.

The above zoning approval is in effect until  Does not expire

*Yennan Qato*

---

**Local Official Signature**

Yennan Qato, Planner

---

**Local Official Printed Name, Title**

September 20, 2022

---

**Date**

703-324-1314

---

**Telephone Number**

DESCRIPTION OF  
BURKE CENTRE  
SECTION 24  
SPRINGFIELD DISTRICT  
FAIRFAX COUNTY, VIRGINIA

---

Beginning at a point marking the Northeasterly corner of Lot 42 of Charles H. Bidgell and Elizabeth R. Bidgell; thence with the Northerly line of the said Lot 42 N 83° 30' 40" W, 110.44 feet to a point in the Southeasterly terminus of Oak Leather Drive; thence with the terminus and the Northerly R/W line of Oak Leather Drive the following courses: N 06° 28' 31" E, 69.64 feet; with a curve to the left whose radius is 60.00 feet (and whose chord is N 78° 42' 26" W, 119.58 feet) an arc distance of 178.41 feet; with a curve to the right whose radius is 25.00 feet (and whose chord is S 50° 03' 15" W, 27.92 feet) an arc distance of 29.62 feet and with a curve to the left whose radius is 446.71 feet (and whose chord is S 83° 14' 30" W, 11.80 feet) an arc distance of 11.80 feet to a point; thence departing from Oak Leather Drive and running through the property of Burke Centre Partnership the following courses: N 06° 29' 20" E, 119.61 feet; S 82° 00' 23" E, 22.83 feet; S 89° 33' 15" E, 257.42 feet; S 86° 41' 53" E, 205.19 feet and S 54° 18' 36" E, 166.41 feet to a point in the Northwesterly R/W line of Guinea Road (Route #651) at its terminus; thence with the terminus of Guinea Road S 47° 05' 38" E, 40.24 feet to a point in the Southeasterly R/W line of Guinea Road; thence through Burke Centre Partnership the following courses: S 19° 45' 22" E, 138.61 feet; Due South 88.10 feet; S 24° 22' 35" W, 78.41 feet; S 53° 45' 25" W, 160.28 feet; N 36° 14' 35" W, 60.00 feet and S 53° 45' 25" W, 190.01 feet to a point in the Northeasterly line of the Fairfax County Board of Supervisors' property;

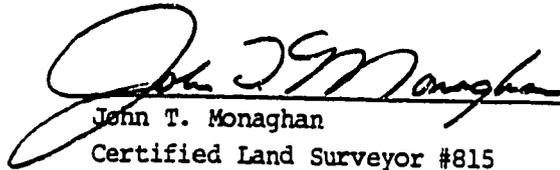
END

Description of  
Burke Centre  
Section 24  
Springfield District  
Fairfax County, Virginia  
Page Two

thence with the Northeasterly line of the Fairfax County Board of Supervisors' property and continuing with the Easterly lines of the aforementioned Lot 42 of Charles H. Bidgell and Elizabeth R. Bidgell the following courses: N 35° 12' 42" W, 150.16 feet; N 32° 56' 08" W, 30.42 feet; N 02° 46' 23" W, 191.91 feet and N 06° 27' 33" E, 45.91 feet to the point of beginning, containing 5.40654 Acres of land.

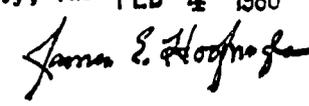
All being more particularly described on a plat attached hereto and made a part hereof.

Given under my hand this 10th day of January, 1980.

  
John T. Monaghan  
Certified Land Surveyor #815  
DEWBERRY, NEALON & DAVIS

JTM:MP:smm

This instrument with certificate annexed,  
admitted to record-Office of Circuit Court,  
Fairfax County, Va. FEB 4 1980 at 2:43

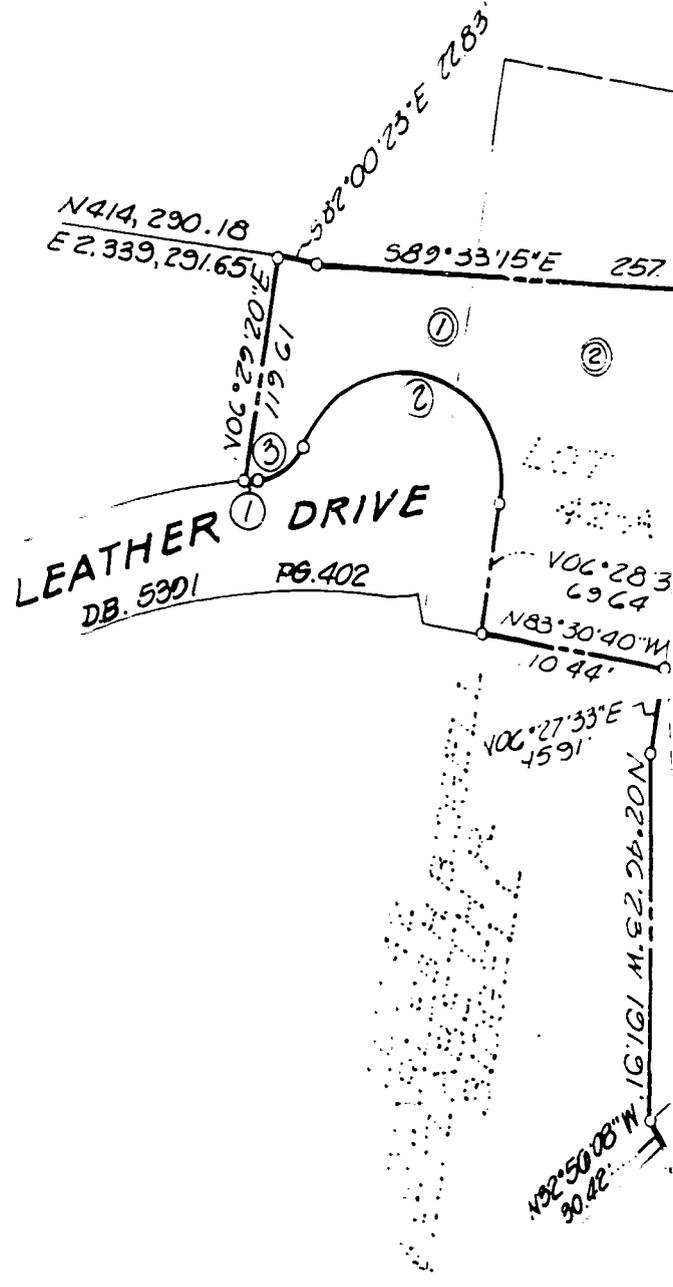
Teste:  Clerk

with plat attached



Virginia State  
Grid North

OAK



COUNTY BOARD SUPERVISOR

FINAL PLAT  
 RECOMMENDED FOR APPROVAL  
 PRELIMINARY ENGINEER'S REPORT CHIEF  
 1-15-80 *[Signature]*  
 APPROVED  
 1-16-80 *[Signature]*  
 THIS PLAT IS NOT  
 TO BE RECORDED WITHIN  
 30 DAYS AFTER DATE THEREOF.

NOT A  
VIDE  
ER

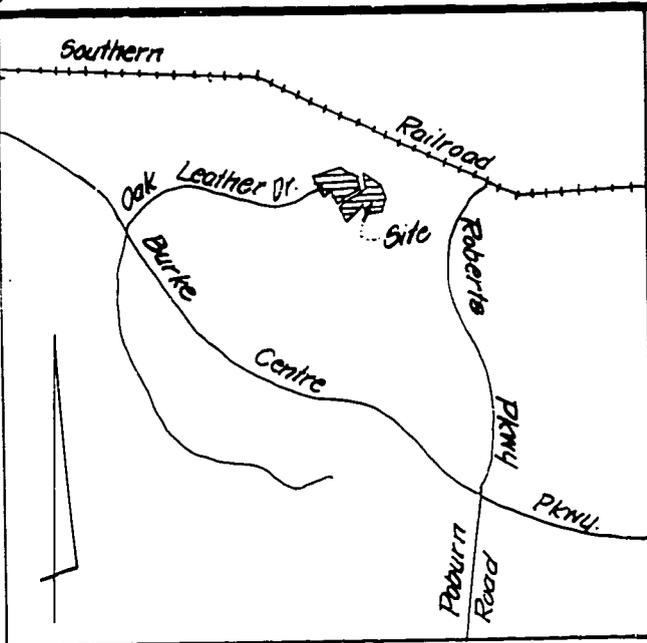
### SURVEY

I, John T. M.  
 the state of Virginia,  
 the property delineated  
 knowledge and belief,  
 by Burke Centre Partner  
 page 572 and from ②  
 page 211 and a portion  
 page 715 and ④ deed book  
 County, Virginia.  
 I further certify that  
 bounds of the original  
 all courses are referred to.



### Curve Table

NO.	RADIUS	DELTA	ARC	TAN.	CHORD	CH BEARING
1	440.71	01°30'49"	11.80	5.00	11.80	S89°14'30"W
2	60.00	170°21'54"	178.41	711.90	110.58	N78°42'20"W
3	25.00	07°53'10"	20.02	10.83	27.02	S50°03'15"W



Vicinity Map

SCALE: 1" = 2000'

### Density Tabulation

SECTION	LAND USE	AREA	D.U.	PERSONS	PERSONS/AC.
EX. 1A, 1B, 5A, 5B, 2, 1C, 15A, 15B, 15C, 1D, 7, 2B, 2C, 2D, 2E, 2F, 2G, 14, 14B, 14E, 14D, 14-B-1, 20	SFD	544.20253	1428	4998	9.18
EX. 3A, 3B, 30, 3B, 19A, 3C, 19B, 19C, 4A, 3D, 13B, 11B, 4C, 13A, 11A, 9A, 12A, 19D, 19E, 25, 4B-1, 20, 12C, 11B, RES., 3C (CORR) 10, 10F, 13, 4D, 18B, 18A, 10G	SFA	420.47307	2397	7191	10.80
EX. 10	VILLAGE CENTER	11.00000			
EX. 17	COMM. INST.	14.54544			
EX. 13C	SCHOOL	11.02212			
EX. 10H	NEIGHBORHOOD RECREATIONAL	2.03891			
COFFER WOODS ROAD	ROAD	5.20944			
WARDS GROVE CIRCLE	ROAD	4.01340			
OAK LEATHER DRIVE	ROAD	1.72314			
BURKE CENTRE PARKWAY	ROAD	38.79712			
ROBERTS PARKWAY	ROAD	0.91554			
24	SFA	5.40054	50	150	27.74
TOTAL		1075.06704	3875	12330	11.47

APPROVED  
 COUNTY OF FAIRFAX  
 DIVISION OF DESIGN REVIEW  
 SANITARY SECTION  
 By Jimmie E. Colton  
 Date 1-3-80

ENGINEERS PLANNERS SURVEYORS  
 8411 ARLINGTON BOULEVARD FAIRFAX, VIRGINIA  
**DEWBERRY, NEALON AND DAVIS**

SCALE: 1" = 100' MAY, 1979

SPRINGFIELD DISTRICT  
 FAIRFAX COUNTY, VIRGINIA

**BURKE CENTRE**  
**SECTION 24**  
 PLAT

APPROVED  
 COUNTY OF FAIRFAX  
 DIVISION OF DESIGN REVIEW  
 SANITARY SECTION  
 By: *[Signature]*  
 Date: 1-3-80

SECTION	LAND USE	AREA	D.U.	PERSONS	PERSONS/AC.
EX 10	VILLAGE CENTER	11,000.00			
EX 17	COMM. INST.	14,545.44			
EX 19C	SCHOOL	11,022.12			
EX 19H	NEIGHBORHOOD RECREATIONAL	2,038.01			
COFFER WOODS ROAD	ROAD	5,200.44			
WARDS GROVE CIRCLE	ROAD	4,013.40			
OAK LEATHER DRIVE	ROAD	1,723.14			
BURKE CENTRE PARKWAY	ROAD	38,797.12			
ROBERTS PARKWAY	ROAD	9,015.54			
24	BFA	54,005.2	50	150	277.4
TOTAL		1075,067.04	3875	12330	11.47
EX 1A, 1B, 5A, 5B, 2, 1C, 15A, 15B, 15C, 1D, 7, 2B, 2C, 2D, 2E, 2F, 2G, 14, 14B, 14E, 14D, 14-B-1, 20	SFD	544,202.53	1428	4998	9.18
EX 3A, 3B, 30, 3B, 19A, 3C, 19B, 19C, 4A, 3D, 19B, 11B, 4C, 13A, 11A, 9A, 12A, 12A, 19D, 19E, 25, 4-B-1, 20, 12C, 11B, RES., 3C (CORR), 10, 10F, 13, 4D, 18B, 18A, 10G	SFA	420,479.07	2997	7191	10.80

Density Tabulation



08-8-1  
08-8-0

DEPARTMENT OF  
ENVIRONMENTAL MANAGEMENT  
Division of Design Review  
Falls Church, Virginia

Notes:  
1. The property delineated on this plot is located on Assessment Map No. 77-4 ⑤ and is zoned PRC as of the date of its approval.  
2. Iron pipes will be set as indicated thus: —

the state of  
the property  
by Burke Cen.  
page 572 on  
page 211 on  
page 715 and  
County, Virginia  
bounds of the  
all courses and  
requirements  
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PROVIDE  
GENERAL

RECOMMENDED FOR APPROVAL  
FAIRFAX COUNTY  
PRELIMINARY ENGINEERING BRANCH CHIEF  
1-15-80  
1-R-80  
APPROVED  
FOR  
RECORD  
APPROVAL PLAT IS NOT  
OFFERED FOR RECORD WITHIN  
90 DAYS AFTER DATE THEREOF

OAK

NO

# **Tab H:**

Attorney's Opinion (MANDATORY)

# WILLIAMS MULLEN

February 9, 2023

Virginia Housing  
601 South Belvidere Street  
Richmond, Virginia 23220

RE: 2023 Tax Credit Reservation Request  
Development: Summit Oaks Apartments, Burke, Virginia 22015  
Owner: Summit Oaks Housing, L.P.

Ladies and Gentlemen:

This undersigned firm represents the above-referenced Owner as its counsel. It has received a copy of and has reviewed the completed application package dated January 31, 2023 (of which this opinion is a part) (the "Application") submitted to you for the purpose of requesting, in connection with the captioned Development, a reservation of low income housing tax credits ("Credits") available under Section 42 of the Internal Revenue Code of 1986, as amended (the "Code"). It has also reviewed Section 42 of the Code, the regulations issued pursuant thereto and such other binding authority as it believes to be applicable to the issuance hereof (the regulations and binding authority hereinafter collectively referred to as the "Regulations").

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

1. It is more likely than not that the inclusion in eligible basis of the Development of such cost items or portions thereof, as set forth in the Hard Costs and Owners Costs section of the Application form, complies with all applicable requirements of the Code and Regulations.
2. The calculations (a) of the Maximum Allowable Credit available under the Code with respect to the Development and (b) of the Estimated Qualified Basis of each building in the Development comply with all applicable requirements of the Code and regulations, including the selection of credit type implicit in such calculations.
3. The information set forth in the Unit Details section of the Application form as to proposed rents exceeds the Code rent restrictions; however, the Development will satisfy all applicable requirements of the Code and Regulations due to the subsidies such that no tenant will pay rents in excess of what is dictated by the Code and Regulations.
4. The site of the captioned Development is controlled by the Owner, as identified in the Site Control section of the Application.

# WILLIAMS MULLEN

5. It is more likely than not that the representations made in the Rehab Information section of the Application form as to the Development's compliance with or exception to the Code's minimum expenditure requirements for rehabilitation projects are correct.
6. After reasonable investigation, the undersigned has no reason to believe that the representations made under the Rehab Information (Ten-Year Rule) section of the Application form as to the Development's compliance with or eligibility for exception to the ten-year "look-back rule" requirement of Code §42(d)(2)(B) are not correct.

Finally, the undersigned is of the opinion that, if all information and representations contained in the Application and all current law were to remain unchanged, upon the placement in service of each building of the Development, the Owner would be eligible under the applicable provisions of the Code and the Regulations to an allocation of Credits in the amount(s) requested in the Application.

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

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

WILLIAMS MULLEN

By: *Alyssa Carducci Dangler*

Name: Alyssa Carducci Dangler

Its: Shareholder  
(Title)

102049848

# Tab I:

## Nonprofit Questionnaire (MANDATORY for points or pool)

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

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

This deal does not require  
information behind this tab.

# **Tab J:**

Relocation Plan and Unit Delivery Schedule  
(MANDATORY-Rehab)

**Summit Oaks Apartments  
Temporary Relocation Plan  
December 16, 2022**

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- VI. ADVISORY SERVICES TO BE OFFERED
- VII. ESTIMATED DETERMINATION AS TO MOVING COST REIMBURSEMENT

## **I. INTRODUCTION**

Summit Oaks Apartments (the “Property” or “Summit Oaks”) is located at 10500 Oak Bluff Ct., Burke, VA 22015. Summit Oaks is currently owned by Related Affordable (“RA”) and is subject to a ground lease from Fairfax County Redevelopment and Housing Authority (“FCRHA”). The property was built in 1981 and contains 50 units. There are 30 two-bedroom units and 20 three-bedroom units contained in 9 townhouse style buildings. Two of the 2-bedroom units are handicap accessible. The Property covers approximately 5.4 acres in a neighborhood called the Burke Center Conservancy.

The Property was rehabbed in 2008 using funding from low income housing tax credits (“LIHTCs”) and 47 of the 50 units are currently restricted to 50% of area median income (AMI). The Property is subsidized by a Project-Based Section 8 Housing Assistance Payment Contract that runs through 2038.

The Property has not had a renovation since 2008 and is in need of rehabilitation. RA estimates a renovation scope of approximately \$80,000 per unit to address physical needs at the Property for the next 15 years.

RA proposes to apply for tax-exempt bonds and low income housing tax credits from Virginia Housing Development Authority in 2022/2023 to finance the acquisition and comprehensive rehabilitation of the Property after it has exited the previous LIHTC compliance period.

People of contact for this relocation plan are as follows:

### **Ownership**

Zack Simmons

Summit Oaks Housing, L.P. (“Proposed Owner”)

30 Hudson Yards, 72nd Floor

New York, NY 10001

212-401-7658

Zack.Simmons@Related.com

Brian Samson

Summit Oaks Housing, L.P.

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646-582-2276

brian.samson@related.com

A copy of this Relocation Plan will be available to all residents of Summit Oaks. Copies of the plan will be provided at the management office located at 10550 Oak Bluff Ct, Burke, VA 22015.

Residents will be advised of how to access a copy of this plan in writing and through community resident meetings.

## **II. PROJECT DESCRIPTION**

Summit Oaks is located at 10500 Oak Bluff Ct., Burke, VA 22015. The Property was built in 1981 and contains 50 units. There are 30 two-bedroom units and 20 three-bedroom units contained in 9 townhouse style buildings. The Property also contains an office building. The Property covers approximately 5.4 acres in a neighborhood called the Burke Center Conservancy, which is about 20 miles west of Washington D.C.

The Property will undergo a comprehensive renovation that will result in improved comfort, safety, and convenience for all residents. Some of the more significant work to be performed to exterior and common areas will include the following:

- Roof replacement
- New siding
- Exterior door replacement
- Window replacement
- Parking lot repair
- Sidewalk repair
- Improved landscaping, grading and drainage upgrades
- Security system enhancement
- Garbage corrals

Individual apartments will also be significantly improved with such items as:

- New kitchen and bathroom cabinets and countertops
- Appliances
- Toilets
- Showerheads
- Flooring
- Lighting
- Outlets
- Hot water heaters
- Duct cleaning
- Air conditioning replacement

Renovations of individual apartments are scheduled to begin in early 2023. All apartments are scheduled for completion by the end of 2023 or early 2024.

The Proposed Owner of Summit Oaks intends to maintain the affordability of the apartments. The new owner will work with Virginia Housing to enter into regulatory agreements that will continue rent and income limits at the Property in connection with Low Income Housing Tax Credit (LIHTC) and tax-exempt bonds for the Property for at least another 30 years. In addition,

the Proposed Owner is applying to the U.S. Department of Housing and Urban Development (HUD) to renew and extend the HAP Contract for a new 20-year term.

### **III. RESIDENT RELOCATION & PLAN**

#### **i. Resident Demographics**

As of August 2022, there are 30 occupied 2 bedroom units and 20 occupied 3 bedroom units.

Demographics of the residents at Summit Oaks, based on August 2022 data, include:

- 15% between the ages of 0-17; 19% between the ages of 18-29; 19% between the ages of 30-45; 16% between the ages of 46-61; and 31% 62 years of age and older.
- 65% of residents claim single on their marital status and 35% claim married.
- 87% of residents report being not-Hispanic or Latino and 13% claim Hispanic.
- 93% of households report an income of below \$10,000 and 7% of households report an income above \$10,000.
- 39% of residents report being male and 61% being female.

#### **ii. Relocation Plan for Affected Households**

RA and the management agent will prioritize resident comfort and minimize disruption as much as possible during the renovation. Due to the construction related items being completed within the unit, residents will not be allowed to remain in their respective apartments when in-unit work is being undertaken. Instead, when a block of apartments is scheduled for renovation, the affected residents will move into what is termed “on-site hotel” units at the property or actual off-site hotel rooms arranged in advance by the management agent. (Certain unoccupied units at the start of the renovation may prospectively be held and used for the purpose of “on-site hotel” units; however, limited vacant units are expected by the Proposed Owner at the commencement of the renovation.) With the help of professional movers coordinated by the management agent, residents will be able to move all necessities and essential belongings into the on-site hotel units or to the off-site hotel rooms, with larger items to be placed in secure, on-site storage as needed. On-site hotel units will be furnished and will offer standard appliances and basic kitchen supplies. Once respective unit renovations are completed, all residents will return to their own apartments and any items or furnishings placed in storage will be returned as well. Strict cleaning protocols will be followed by the management agent and by the general contractor as residents move in and out of apartment units at the property.

Renovations of both the overall building as well as the individual apartments are scheduled to begin in the first quarter of 2023. All apartments in the buildings are scheduled for completion by fourth quarter 2023 or first quarter of 2024. The apartments are to be renovated in to-be-determined unit blocks, and a final unit order and plan will be designated and made available upon request closer to the start of construction. Renovations in most apartments should take no more than ten (10) working days to complete with limited follow-up visits for punch-list work.

The units at Summit Oaks that are slated to undergo full ADA upgrades will take up to approximately eight (8) weeks to complete. Management staff will inform each household well in advance of the date that their apartment is to be renovated to allow ample time to pack belongings. Management will also provide assistance or arrange for professional movers to provide assistance if residents are unable to pack and move their belongings.

### **iii. Planned Measures to Minimize Construction Impact**

The renovation is planned so that Summit Oaks will be overall livable throughout construction. The management agent will assist residents in coordinating the packing of their belongings by providing materials such as cardboard boxes, tape, wrapping paper, etc. Management staff will be available throughout the process to answer questions and provide any assistance.

To minimize disturbance, construction will not proceed into evening or nighttime hours. Construction work, particularly that which is loud or disturbing, will be scheduled between 8AM – 5PM, and ample notice will be provided to all residents prior to any work requiring access to respective units or any work that otherwise impacts residents. Construction crews will be responsible for maintaining a clean and safe site as they perform their work.

## **IV. COVID-19 PROTOCOLS AND PRECAUTIONS**

COVID-19 could pose special challenges for the renovation of the Project, to the extent it is still actively circulating at the time we start rehabilitation. If COVID does still pose a threat at that time, then the renovation will be done with the utmost concern for COVID-19. The general contractor is up-to-date on current recommendations by the CDC and the construction industry. For the duration of time that COVID-19 precautions are required by federal, state and local agencies, the following precautions will be taken:

The management agent, who is handling the relocation, will be cognizant of COVID-19 protocols. Specifically, the management agent will make sure the unit is cleaned and sanitized either by the general contractor on completion or by a qualified cleaning contractor hired by the management company.

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If a contractor is chosen to move the resident, both the management agent and the general contractor will work with that contractor to be sure that appropriate methods are used to best prevent transmittal of viruses to tenants' furniture and possessions. In general, the moving company will wear masks and gloves, sanitize the furniture upon moving, and practice social-distancing during the move (as much as possible).

To successfully transfer residences while the virus is still active, it will be critical to have the general contractor perform its functions correctly, the residents handle their own behavior in a way to minimize transmittal, the on-site management company employees and service coordinators take precautions as outlined by the CDC, and finally that the moving company/contractor be familiar with and adhere to proper safety protocols regarding COVID-19.

## **V. PROJECTED RENTS AND RENTAL POLICIES AFTER RENOVATION**

The owner of Summit Oaks intends to maintain the affordability of the apartments by remaining in the Section 8 program for 100% of the units. The owner plans to apply to HUD for an increase in the post-renovation contract rents, but the resident-paid portion of the rent will remain limited by the resident's income pursuant to the Section 8 program.

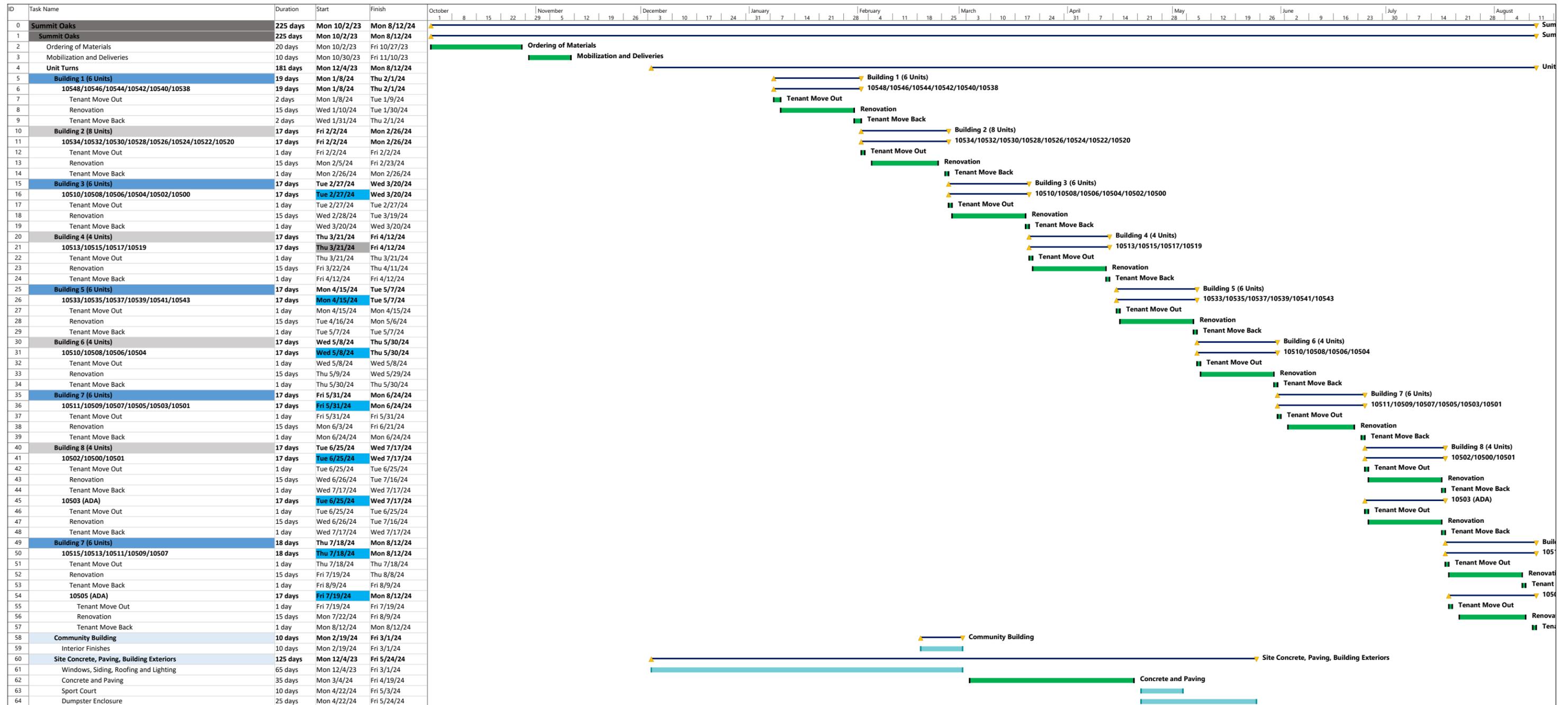
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We will work to ensure that the renovation of the property causes as little inconvenience to each resident as possible and we are confident that each resident will be very happy with the new Summit Oaks Apartments.



# **Tab J:**

Relocation Plan and Unit Delivery Schedule  
(MANDATORY-Rehab)

**Summit Oaks Apartments  
Temporary Relocation Plan  
December 16, 2022**

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# **Tab K:**

Documentation of Development Location:

This deal does not require  
information behind this tab.

# **Tab K.1**

Revitalization Area Certification

This deal does not require  
information behind this tab.

# Tab K.2

Location Map

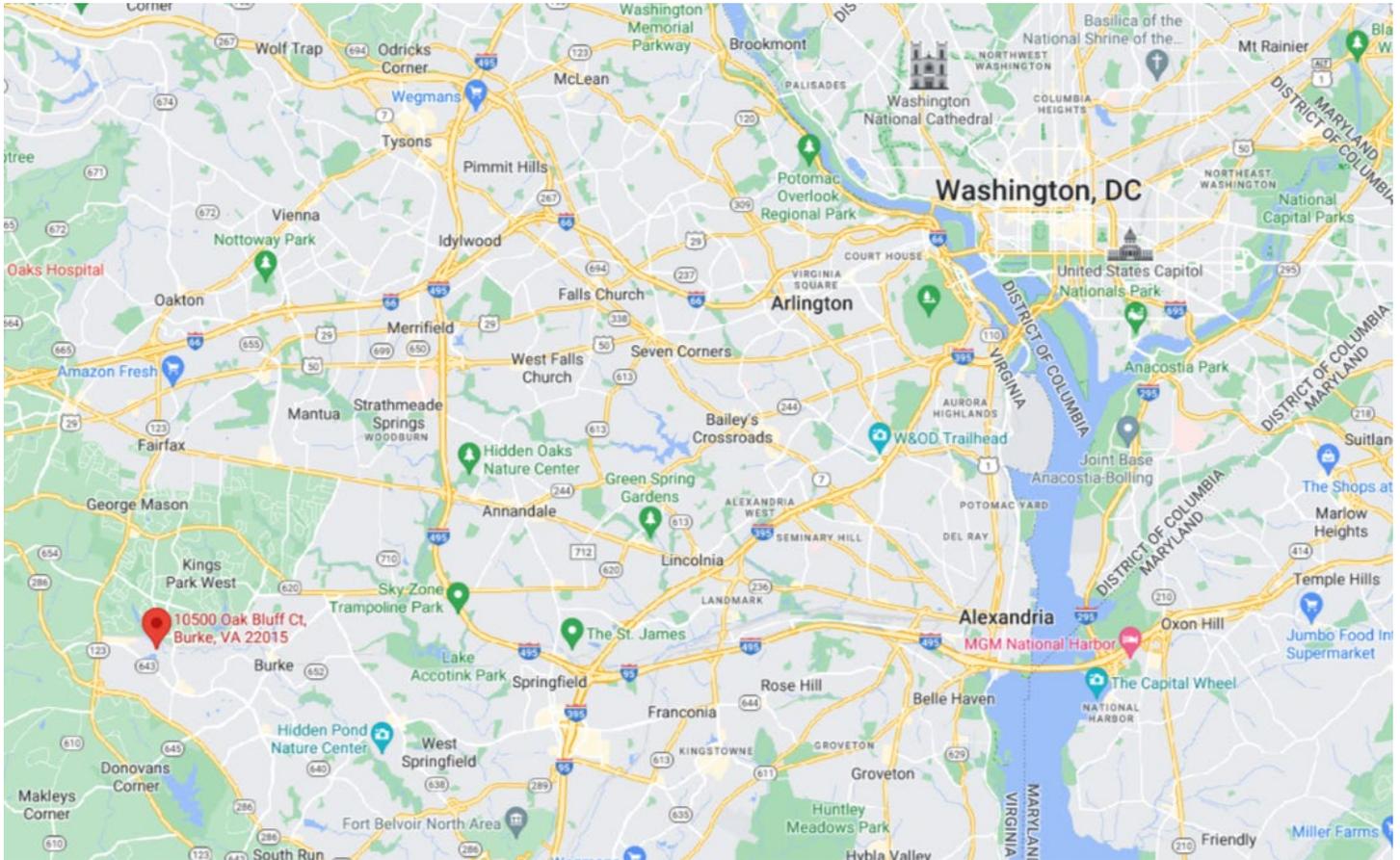
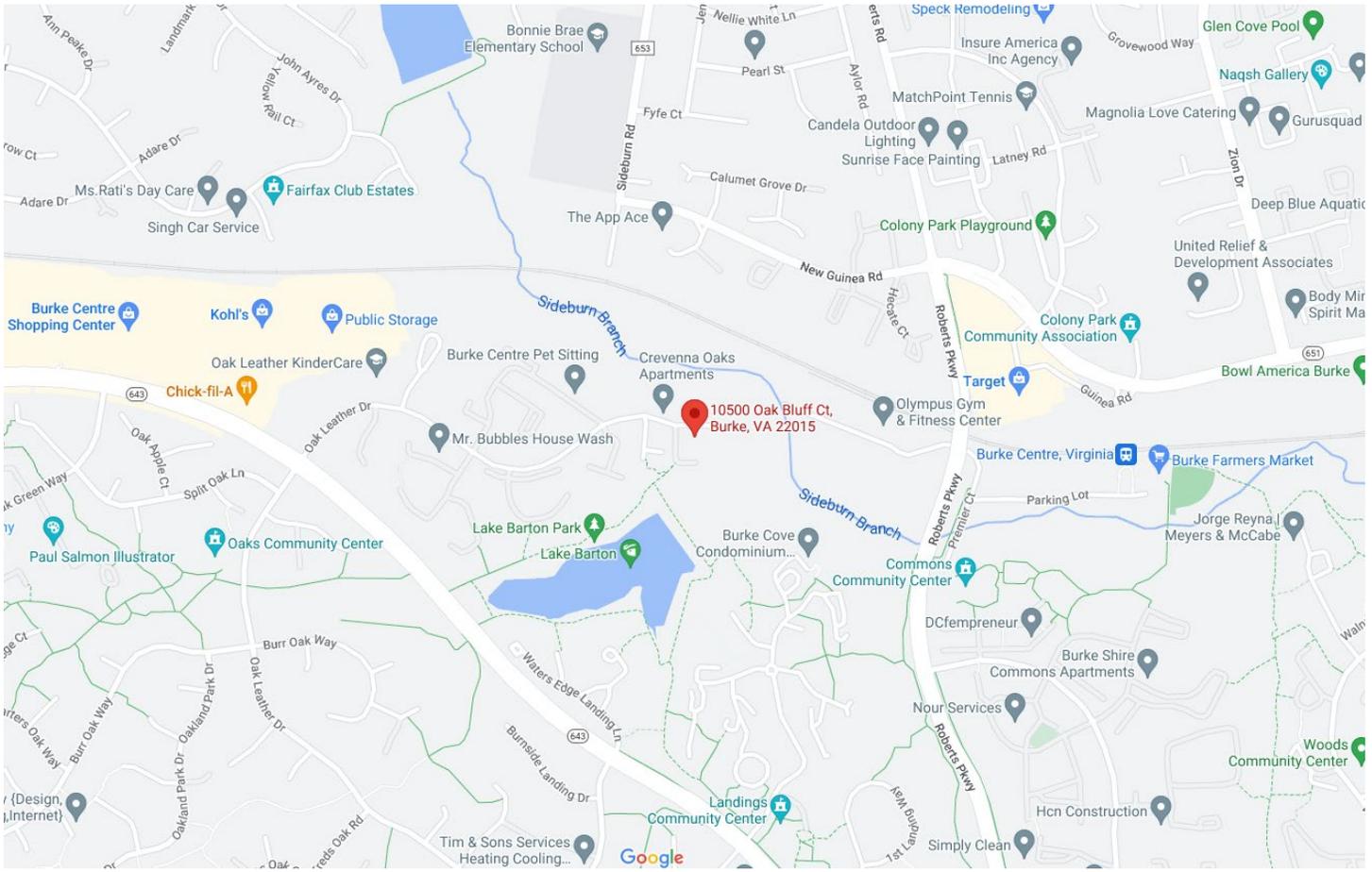
Summit Oaks  
Neighborhood Description

1., 2., 3.

Aerial View



# Maps



# **Tab K.3**

Surveyor's Certification of Proximity To Public  
Transportation

**Date** 2/8/2023

**To** Virginia Housing  
601 South Belvidere Street  
Richmond, Virginia 23220

**RE:** 2023 Tax Credit Reservation Request

Name of Development Summit Oaks Apartments

Name of Owner Summit Oaks Housing, L.P.

Ladies and Gentlemen:

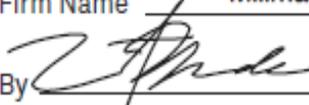
This letter is submitted to you in support of the Owner's Application for Reservation of Low Income Housing Tax Credits under Section 42 of the Internal Revenue Code of 1986, as amended.

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

2,640 feet or ½ mile of the nearest access point to an existing commuter rail, light rail or subway station; **OR**

1,320 feet or ¼ mile of the nearest access point to an existing public bus stop.

Firm Name Millman Surveying, Inc.

By  \_\_\_\_\_

Its Vincent Macauda, President \_\_\_\_\_

Title

# **Tab K.3**

Surveyor's Certification of Proximity To Public  
Transportation

This deal does not require  
information behind this tab.

# **Tab L:**

PHA / Section 8 Notification Letter

This deal does not require  
information behind this tab.

# **Tab M:**

Locality CEO Response Letter

This deal does not require  
information behind this tab.

# **Tab N:**

Homeownership Plan

This deal does not require  
information behind this tab.

# **Tab O:**

Plan of Development Certification Letter

This deal does not require  
information behind this tab.

# **Tab P:**

Developer Experience documentation and  
Partnership agreements (Please submit this TAB as a  
separate stand alone document)

Items for this Tab P,  
developer experience  
were submitted in a  
separate folder

# **Tab Q:**

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

**NOTIFICATION OF SECTION 8 CONTRACT RENTS AND FUNDING**

FOR (Check one):

- Initial Renewal       Subsequent Renewal  
 Amend Rent/BA Only       Short-Term Renewal

Section 8 Contract No. VA39H027036 Expires on 6/30/2038

Owner Name: ~~LANCE GRABER~~ Summit Oaks Preservation, L.P.

Project Name: SUMMIT OAKS

Project Location: 10550 OAK BLUFF COURT, BURKE, VA 22015

FHA Project No.: N/A

**IDENTIFICATION OF UNITS ("CONTRACT UNITS") BY SIZE AND APPLICABLE CONTRACT RENTS**

Rent Effective Date

(If blank then no change in rents.)

No. of Units	No. of Bedrooms	Contract Rent	Utility Allowance	Gross Rent
<u>28</u>	<u>2BR</u>	<u>\$1,931</u>	<u>\$105</u>	<u>\$2,036</u>
<u>2</u>	<u>2 HC BR</u>	<u>\$1,930</u>	<u>\$125</u>	<u>\$2,055</u>
<u>20</u>	<u>3BR</u>	<u>\$2,309</u>	<u>\$143</u>	<u>\$2,452</u>

**FUNDING**

BUDGET AUTHORITY INCREASE: \$ 615,583

Contract/Renewal Effective Date 7/1/2018 Expiration Date 6/30/2038

For HUD Use Only:

Notice to Owner executed by:  
HUD or CONTRACT ADMINISTRATOR

By: Brenda J. Brown Digitally signed by: Brenda J. Brown  
 DN: CN = Brenda J. Brown email = \_\_\_\_\_ (Signature)  
 brenda.j.brown@hud.gov C = US O = \_\_\_\_\_ (Printed Name)  
 U. S. Department of Housing and \_\_\_\_\_ (Official Title)  
 Urban Development OU = HUD \_\_\_\_\_ (Date)  
 Date: 2018.07.30 08:50:09 -05'00'



**Part G - Information on Mortgagor Entity**

Name of Entity

Summit Oaks Preservation, L.P.

Type of Entity

- Individual   
  General Partnership   
  Joint Tenancy/Tenants in Common   
  Other (specify)  
 Corporation   
  Limited Partnership   
  Trust

List all Principals Comprising Mortgagor Entity: provide name and title of each principal. Use extra sheets, if needed. If mortgagor is a:  
 • corporation, list: (1) all officers; (2) all directors; and (3) each stockholder having a 10% or more interest.  
 • partnership, list: (1) all general partners; and (2) limited partners having a 25% or more interest in the partnership.  
 • trust, list: (1) all managers, directors or trustees and (2) each beneficiary having at least a 10% beneficial interest in the trust.

Name and Title

Summit Oaks Preservation, L.P., (Owner)

Name and Title

AIMCO Summit Oaks, LLC, (its GP)

Name and Title

AIMCO Equity Services, LLC, (Its Member)

Name and Title

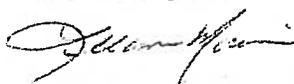
**Part H - Owner Certification**

To the best of my knowledge, all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.  
**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name and Title

Leeann Morein - Senior Vice President

Authorized Official's Signature



Date (mm/dd/yyyy)  
06/07/2018

**Part I - HUD/Lender Approval**

Addendum Number

VA 39 H 027036

Branch Chief/Lender Official Signature



Date (mm/dd/yyyy)  
6/7/2018

HAP Contract Number

VA39H027036

Director, Housing Management Division Signature

Exhibit Number

Branch A Dash

06/07/2018

Loan Servicer Signature

Date (mm/dd/yyyy)

Date (mm/dd/yyyy)

DUNS NO. 136160004

**U.S. Department of Housing and Urban Development  
Office of Housing**

**PROJECT-BASED SECTION 8**

**HOUSING ASSISTANCE PAYMENTS  
RENEWAL CONTRACT  
FOR MARK-UP-TO-MARKET PROJECT**

OMB Control #2502-0587

"Public reporting burden for this collection of information is estimated to average 1 hour. This includes the time for collecting, reviewing, and reporting the data. The information is being collected for obtaining a signature on legally binding documents and will be used to enforce contractual obligations. Response to this request for information is required in order to receive the benefits to be derived. This agency may not collect this information, and you are not required to complete this form unless it has a currently valid OMB control number. No confidentiality is assured."

## **PREPARATION OF CONTRACT**

Reference numbers in this form refer to notes at the end of the contract text. These endnotes are instructions for preparation of the Renewal Contract. The instructions are not part of the Renewal Contract.

---

**RENEWAL HAP CONTRACT  
FOR SECTION 8 MARK-UP-TO-MARKET PROJECT<sup>1</sup>**

**1 CONTRACT INFORMATION<sup>2</sup>**

**PROJECT**

**Section 8 Project Number:** VA39H027036

**Section 8 Project Number of Expiring Contract:** \_\_\_\_\_

**FHA Project Number (if applicable):** \_\_\_\_\_

**Project Name:** Summit Oaks Apartments

**Project Description:<sup>3</sup>**

10550 Oak Bluff Ct  
Burke, VA 22015

Check this box if the project is a Section 236 project or a Section 221(d)(3) below market interest rate (BMIR) project at the beginning of the Renewal Contract term.

**PARTIES TO RENEWAL CONTRACT**

**Name of Contract Administrator<sup>4</sup>**

VHDA

**Name of Owner**

~~Lance Graber~~ Summit Oaks Preservation, L.P.

---

**2 TERM AND FUNDING OF RENEWAL CONTRACT**

- a** The Renewal Contract begins on 07/01/2018<sup>5</sup> and shall run for a period of 20<sup>6</sup> years.
- b** Execution of the Renewal Contract by the Contract Administrator is an obligation by HUD of \$ 615,583<sup>7</sup>, an amount sufficient to provide housing assistance payments for approximately 6<sup>8</sup> months of the first annual increment of the Renewal Contract term.
- c** HUD will provide additional funding for the remainder of the first annual increment and for subsequent annual increments, including for any remainder of such subsequent annual increments, subject to the availability of sufficient appropriations. When such appropriations are available, HUD will obligate additional funding and provide the Owner written notification of (i) the amount of such additional funding, and (ii) the approximate period of time within the Renewal Contract term to which it will be applied.

**3 RENEWAL CONTRACT**
**a Parties**

- (1) This contract ("Renewal Contract") is a housing assistance payments contract ("HAP contract") between the contract administrator and the owner of the housing.
- (2) If HUD is the contract administrator, HUD may assign the Renewal Contract to a public housing agency ("PHA") for the purpose of PHA administration of the Renewal Contract, as contract administrator, in accordance with the Renewal Contract (during the term of the annual contributions contract ("ACC") between HUD and the PHA). Notwithstanding such assignment, HUD shall remain a party to the provisions of the Renewal Contract that specify HUD's role pursuant to the Renewal Contract, including such provisions of section 8 (applicable requirements), section 9 (statutory changes during term), section 10 (distributions) and section 11 (PHA default) of the Renewal Contract.

**b Statutory authority**

The Renewal Contract is entered pursuant to section 8 of the United States Housing Act of 1937 ("Section 8") (42 U.S.C. 1437f),

---

and section 524(a) of the Multifamily Assisted Housing Reform and Affordability Act of 1997 (MAHRA) \*\* (Title V of Public Law No.105-65, October 27, 1997, 111 Stat. 1384), as amended.

**c Expiring Contract**

Previously, the owner entered into a Housing Assistance Payments Contract ("Expiring Contract") with HUD or a PHA to make Section 8 housing assistance payments to the owner for eligible families living in the project. The term of the Expiring Contract has expired or will expire prior to the beginning of the term of the Renewal Contract.

**d Purpose of Renewal Contract**

The purpose of the Renewal Contract is to renew the Expiring Contract for an additional term. During the term of the Renewal Contract, the contract administrator will make housing assistance payments to the owner in accordance with the provisions of the Renewal Contract. Such payments shall only be made for contract units occupied by eligible families ("families") leasing decent, safe and sanitary units from the owner in accordance with HUD regulations and other requirements.

**e Contract units**

The Renewal Contract applies to the project contract units identified in Exhibit A by size and applicable contract rents.

**4 EXPIRING CONTRACT – PROVISIONS RENEWED**

- a** Except as specifically modified by the Renewal Contract, all provisions of the Expiring Contract are renewed (to the extent such provisions are consistent with statutory requirements in effect at the beginning of the Renewal Contract term).
- b** Any provisions of the Expiring Contract concerning any of the following subjects are not renewed, and shall not be applicable during the renewal term:
- (1)** The amount of the monthly contract rents;
  - (2)** Contract rent adjustments;

---

(3) Project account (sometimes called "HAP reserve" or "project reserve") as previously established and maintained by HUD pursuant to former Section 8(c)(6) of the United States Housing Act of 1937 (currently Section 8(c)(5) of the Act, 42 U.S.C. 1437f(c)(5)). Section 8(c)(5) does not apply to the Renewal Contract, or to payment of housing assistance payments during the Renewal Contract term.

c The Renewal Contract includes those provisions of the Expiring Contract that are renewed in accordance with this section.

## 5 CONTRACT RENT

### a Initial contract rents

At the beginning of the Renewal Contract term, and until contract rents for units in the project are adjusted in accordance with section 5b, the contract rent for each bedroom size (number of bedrooms) shall be the initial contract rent amount listed in Exhibit A, which is attached to and made a part of the Renewal Contract. The initial contract rent amounts listed in Exhibit A have been increased to market levels under the HUD Mark-Up-to-Market Option.

### b Contract rent adjustments

#### (1) OCAF adjustment

Except for adjustment of the contract rents to comparable market rents at the expiration of each 5-year period (as provided in paragraph 5b(2) of this section) ("fifth year adjustment"), during the term of the Renewal Contract the contract administrator shall annually, on the anniversary of the Renewal Contract, adjust the amounts of the monthly contract rents in accordance with HUD requirements, using an operating cost adjustment factor (OCAF) established by HUD. Such adjustments by use of the OCAF shall not result in a negative adjustment (decrease) of the contract rents. The OCAF shall not be used for a fifth year adjustment.

#### (2) Fifth year adjustment (comparability adjustment at expiration of each 5-year period, *if applicable*)

(a) This section 5(b)(2) is only applicable if the term of the Renewal Contract is longer than five (5) years (from the first day of the term specified in section 2a).

- 
- (b) At the expiration of each 5-year period of the Renewal Contract term, the contract administrator shall compare existing contract rents with comparable market rents for the market area. At such anniversary of the Renewal Contract, the contract administrator shall make any adjustments in the monthly contract rents, as reasonably determined by the contract administrator in accordance with HUD requirements, necessary to set the contract rents for all unit sizes at comparable market rents. Such adjustments may result in a negative adjustment (decrease) or positive adjustment (increase) of the contract rents for one or more unit sizes.
- (c) To assist in the redetermination of contract rents, the contract administrator may require that the owner submit to the contract administrator a rent comparability study prepared (at the owner's expense) in accordance with HUD requirements.

**(3) Procedure for rent adjustments during renewal term**

To adjust contract rents during the term of the Renewal Contract (in accordance with paragraph 5b(1) or paragraph 5b(2)), the contract administrator shall give the owner notice of the revised Exhibit A. The revised Exhibit A shall specify the adjusted contract rent amount for each bedroom size as determined by the contract administrator in accordance with paragraph 5b(1) or paragraph 5b(2). The notice shall specify when the adjustment of contract rent is effective. The notice by the contract administrator of the revised Exhibit A constitutes an amendment of the Renewal Contract.

**(4) No other adjustments**

Except for contract rent adjustments in accordance with paragraph 5b, there shall not be any other adjustments of the contract rents during the term of the Renewal Contract. Special adjustments shall not be granted.

**6 OWNER WARRANTIES**

- a The owner warrants that it has the legal right to execute the Renewal Contract and to lease dwelling units covered by the contract.

- 
- b** The owner warrants that the rental units to be leased by the owner under the Renewal Contract are in decent, safe and sanitary condition, as defined by HUD, and shall be maintained in such condition during the term of the Renewal Contract.

**7 OWNER NOTICE**

- a** Before termination of the Renewal Contract, the owner shall provide written notice to the contract administrator and each assisted family in accordance with the law and HUD requirements.
- b** If the owner fails to provide such notice in accordance with the law and HUD requirements, the owner may not increase the tenant rent payment for any assisted family until such time as the owner has provided such notice for the required period.

**8 APPLICABLE REQUIREMENTS**

The Renewal Contract shall be construed and administered in accordance with all statutory requirements, and with all HUD regulations and other requirements, including amendments or changes in HUD regulations and other requirements during the term of the Renewal Contract. However, any changes in HUD regulations and requirements which are inconsistent with the provisions of the Renewal Contract, including the provisions of section 5 (contract rent) and section 10 (distributions), shall not be applicable.

---

**9 STATUTORY CHANGES DURING TERM**

If any statutory change during the term of the Renewal Contract is inconsistent with section 5 or section 10 of the Renewal Contract, and if HUD determines, and so notifies the contract administrator and the owner, that the contract administrator is unable to carry out the provisions of section 5 or section 10 because of such statutory change, then the contract administrator or the owner may terminate the Renewal Contract upon notice to the other party.

**10 DISTRIBUTIONS**

During the term of the Renewal Contract, neither HUD nor the PHA may impose any additional limitations on distributions of project funds other than any distribution limitations specified in Exhibit B, which is attached to and made a part of this Renewal Contract.

**11 PHA DEFAULT**

- a This section of the Renewal Contract applies if the contract administrator is a PHA acting as contract administrator pursuant to an annual contributions contract ("ACC") between the PHA and HUD. This includes a case where HUD has assigned the Renewal Contract to a PHA contract administrator, for the purpose of PHA administration of the Renewal Contract.
- b If HUD determines that the PHA has committed a material and substantial breach of the PHA's obligation, as contract administrator, to make housing assistance payments to the owner in accordance with the provisions of the Renewal Contract, and that the owner is not in default of its obligations under the Renewal Contract, HUD will take actions HUD determines necessary for the continuation of housing assistance payments to the owner in accordance with the Renewal Contract.

**12 SECTIONS 236 AND 221(D)(3) BMIR PROJECTS -- PREPAYMENT**

- a This section of the Renewal Contract shall be applicable if the project is a Section 236 project or a 221(d)(3) BMIR project (See the check-box at section 1 of the Renewal Contract).

- 
- b** During the term of the Renewal Contract, the owner shall not prepay any FHA-insured mortgage on the project, except where HUD, in its sole discretion, approves the prepayment as a component of a transaction whereby the project is preserved as affordable housing.

**13 EXCLUSION OF THIRD-PARTY RIGHTS**

- a** The contract administrator does not assume any responsibility for injury to, or any liability to, any person injured as a result of the owner's action or failure to act in connection with the contract administrator's implementation of the Renewal Contract, or as a result of any other action or failure to act by the owner.
- b** The owner is not the agent of the contract administrator or HUD, and the Renewal Contract does not create or affect any relationship between the contract administrator or HUD and any lender to the owner or any suppliers, employees, contractors or subcontractors used by the owner in connection with implementation of the Renewal Contract.
- c** If the contract administrator is a PHA acting as contract administrator pursuant to an annual contributions contract ("ACC") between the PHA and HUD, the contract administrator is not the agent of HUD, and the Renewal Contract does not create any relationship between HUD and any suppliers, employees, contractors or subcontractors used by the contract administrator to carry out functions or responsibilities in connection with contract administration under the ACC.

**14 WRITTEN NOTICES**

Any notice by the contract administrator or the owner to the other party pursuant to the Renewal Contract must be in writing.

**SIGNATURES**

**Contract administrator (HUD or PHA)**

Name of Contract Administrator  
VHDA

By: Carol B Jackson  
Signature of authorized representative

Carol B Jackson Regional Portfolio Manager  
Name and official title

Date 7/31/18

**U.S. Department of Housing and Urban Development**

By: \_\_\_\_\_  
Signature of authorized representative

\_\_\_\_\_  
Name and official title

Date \_\_\_\_\_

**Owner**

Name of Owner  
~~Lance Graber~~ Summit Oaks Preservation, L.P.

By: Matthew Finkle, Vice President of General Partner  
Signature of authorized representative

Matthew Finkle  
\_\_\_\_\_

Name and title

Date 8/14/18



---

## EXHIBIT B

### DISTRIBUTION LIMITATIONS

#### **FOR PROJECT NOT SUBJECT TO DISTRIBUTION LIMITATIONS:**

If the project is not subject to any limitations on distribution of project funds, either pursuant to an FHA Regulatory Agreement or pursuant to the Expiring Contract, neither HUD nor the PHA may impose any additional limitations on distribution of project funds during the term of the Renewal Contract.

#### **FOR PROJECT SUBJECT TO DISTRIBUTION LIMITATIONS:**

If the project is subject to any limitations on distribution of project funds pursuant to an FHA Regulatory Agreement or pursuant to the Expiring Contract, such limitations on distribution shall continue to be applicable during the term of the Renewal Contract, provided that the owner may take an increased distribution in accordance with the Section 8 Renewal Policy Guidance for Renewal of Project-Based Section 8 Contracts, (the "Guidebook").

However, owners of Section 8 properties must maintain the property in good condition, as demonstrated by a REAC score of 60 or higher, in order to take increased distributions.

The owner shall comply with the distribution limitations. The maximum distribution to the owner shall be equal to the total of:

- 1 The limited distribution permitted pursuant to the FHA Regulatory agreement or the Expiring Contract, **plus**
- 2 Any increased distribution as approved by HUD in accordance with the Guidebook.

---

## **INSTRUCTIONS FOR PREPARATION OF RENEWAL CONTRACT**

The following instructions are not part of the Renewal Contract.

Endnote numbers are keyed to references in the text of the Renewal Contract.

<sup>1</sup> This form of Renewal Contract is only to be used to renew an expiring Section 8 project-based HAP contract for a Section 8 project whose rents are increased to market under the HUD Mark-Up-to-Market Option. The Renewal Contract shall be entered in accordance with Section 524 of MAHRA and HUD requirements. Section 2 of the Renewal Contract specifies the contract term.

<sup>2</sup> To prepare the Renewal Contract for execution by the parties, fill out all contract information in section 1 and section 2.

<sup>3</sup> Enter a description of the housing that will be covered by the Renewal Contract. The description must clearly identify the housing by providing the address or other description of project location, and any other information necessary to clearly designate the covered housing.

If necessary, attach an exhibit with a site plan or other descriptive information. Enter a reference to the attached exhibit.

<sup>4</sup> Enter the name of the contract administrator that executes the Renewal Contract. If HUD is the contract administrator, enter "United States of America – Department of Housing and Urban Development (HUD)". If the contract administrator is a public housing agency (PHA), enter the full name of the PHA.

<sup>5</sup> The Renewal Contract must be entered before expiration of the Expiring Contract. Enter the date of the first day after expiration of the term of the Expiring Contract.

<sup>6</sup> Enter a whole number of five or more years.

<sup>7</sup> Enter the amount of funding obligated.

<sup>8</sup> Enter a whole number of months.

# **Tab R:**

Documentation of Operating Budget and Utility Allowances



**Part G – Information on Mortgagor Entity**

Name of Entity

Summit Oaks Preservation, LP

Type of Entity

- Individual       General Partnership       Joint Tenancy/Tenants in Common       Other (specify)
- Corporation       Limited Partnership       Trust

**List all Principals Comprising Mortgagor Entity:** provide name and title of each principal. Use extra sheets, if needed. If mortgagor is a:

- corporation, list: (1) all officers; (2) all directors; and (3) each stockholder having a 10% or more interest.
- partnership, list: (1) all general partners; and (2) limited partners having a 25% or more interest in the partnership.
- trust, list: (1) all managers, directors or trustees and (2) each beneficiary having at least a 10% beneficial interest in the trust.

Name and Title

RA Summit Oaks GP, LLC      General Partner

Name and Title

RA Capital Tax Credit Fund VIII, LLC      Limited Partner

Name and Title

**Part H — Owner Certification**

To the best of my knowledge, all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name and Title

David Pearson, Vice President of General Partner

Authorized Official's Signature

DocuSigned by:  
*DAVID PEARSON*  
C93D0577FF8A402...

9/22/2022

Date (mm/dd/yyyy)

**Part I — HUD/Lender Approval**

Addendum Number

Branch Chief/Lender Official Signature

Date (mm/dd/yyyy)

HAP Contract Number

VA39H027036

*Nitira Mickel*

09/27/2022

Exhibit Number

Director, Housing Management Division Signature

Loan Servicer Signature

Date (mm/dd/yyyy)

Date (mm/dd/yyyy)

# **Tab S:**

Supportive Housing Certification

This deal does not require  
information behind this tab.

# **Tab T:**

Funding Documentation



Lauren Kew, Vice President

**TRUIST COMMUNITY CAPITAL, LLC**

303 Peachtree St., Suite 2200

Atlanta, Georgia 30303

Cell 678-793-6397

Email: lauren.kew@truist.com

December 23rd, 2022

Mr. David Pearson  
Summit Oaks Housing, L.P.  
30 Hudson Yards, 72<sup>nd</sup> Floor  
New York, NY 10001

**Re: Summit Oaks Housing, L.P., Virginia**, a rehabilitation of an existing apartment complex with a total of 50 units of affordable housing in Burke, Fairfax County, VA.

Dear David:

This letter provides the terms and conditions pursuant to which an affiliate of Truist Community Capital, LLC (“Investor Limited Partner”) would consider purchasing a Limited Partner interest in a to be formed single purpose entity associated with the Summit Oaks project. The General Partner agrees and acknowledges that all information provided herein shall be true, correct, and complete in all material respects.

**1. Summary:**

**Beneficiary of Equity Proceeds:** Summit Oaks Housing, L.P.

**Equity Paid Prior to Construction Completion:** \$9,413,093

**Eligible Housing Credit Request Amount:** \$1,102,863 of annual tax credits

**Dollar Amount of Housing Credit Allocation to be Purchased:** \$11,027,527 of total tax credits (10 years of tax credits times the Investor Limited Partner’s 99.99% ownership)

**Total Equity to Be Provided** \$10,696,697

**Tax Credit Price:** \$0.97

**2. Project Information:**

**Company Name:** Summit Oaks Housing, L.P.(“Company”).

**Project Name/Description:** Summit Oaks, a 50-unit existing, to-be rehabilitated, complex with related site amenities.

**Manager:** Summit Oaks Housing GP, LLC (the “Manager”) will be the managing member of the Limited Liability Company.

**Class B Limited Partner:** Summit Oaks Housing Class B, LLC (the “Class B Limited Partner”) will be the Class B Limited Partner.

**Developer:** Summit Oaks Developer, LLC (the “Developer”) will act as the Developer of the property, pursuant to a Development Agreement acceptable to Investor Member.

**General Contractor:** Legacy Construction will be the General Contractor.

**Guarantors:**

The term “Guarantor” shall mean The Related Companies, L.P.. The Guarantor will guarantee the following obligations of the General Partner and the Developer under the Equity Documents: (a) the obligation of the General Partner to make a Capital Contribution to repay deferred Development Fee as set forth in the Partnership Agreement, (b) the Adjusters/Recapture (provided the same shall terminate at the end of the Compliance Period), (c) the obligation to maintain insurance for the Project as set forth in the Partnership Agreement subject to available revenue, (d) environmental indemnification, (e) Development Obligation, (f) operating deficit guaranty, (g) funding reserves, (h) repurchase, and (i) indemnity for the General Partner’s negligence, breach of fiduciary duty, intentional breach of the partnership agreement, or willful misconduct or fraud (without duplication of remedies for recapture); provided the Guarantors shall have no obligation to indemnify TCC for any loss caused solely by the actions of TCC or for any breach of the Agreement which was approved in writing by TCC in its sole discretion. TCC will have the right to accept or reject the Guarantor(s) in its sole discretion based on a detailed financial and background review.

**Management Company:**

TRG Management Company, LLP. shall be the initial Management Company.

**Limited Partner Pay  
In Schedule:**

Upon full underwrite and credit approval of the subject transaction, TCC reserves the right to contemplate an unsecured Equity Bridge Loan (“EBL”) to accommodate capital pay-in requirements set by VHDA. During the construction phase, the capital contributions denoted below can be paid via a combination of equity and EBL facility.

**Capital Contribution #1:** (50%) \$5,348,349 to be provided at admission into the partnership and closing of the construction-to-perm VHDA loan.

**Capital Contribution #2:** (20%) \$2,139,339 receipt of 1) Certification by Limited Partner Construction Inspector that the Project is 35% complete in accordance with the plans and specifications.

**Capital Contribution #3:** (18%) \$1,925,405 receipt of 1) Certification by Limited Partner Construction Inspector that the Project is 70% complete in accordance with the plans and specifications.

**Capital Contribution #4:** (18%) \$1,925,405 receipt of 1) Certification by Limited Partner Construction Inspector that the Project is 100% complete in accordance with the plans and specifications, and 2) satisfactory radon testing results.

**Capital Contribution #5:** (3%) \$2,255,759 upon the latest to occur: 1) evidence that application has been made for Forms 8609 on all LIHTC units, 2) Final Accountant’s Cost Certification certifying the amount of the Annual Credits, and all costs, 3) physical occupancy of 90% of the units by qualified tenants at pro forma rents and qualified leases, 4) all permanent loans have converted and/or closed on the property and 5) achievement of debt service coverage of all contemplated payments of principal and interest of 1.15x on first mortgage must pay debt for a period of three (3) consecutive calendar months. The Operating Deficit Reserve is expected to be funded in this draw.

**Capital Contribution #6:** (6%) \$641,802 upon the latest to occur of: 1) receipt of properly executed Forms 8609 representing all LIHTC units, 2) stabilized physical occupancy of 93% of the units by Section 42 compliant tenants at pro forma rents and compliant leases for 90 consecutive days, and 3) recording of an “extended low-income housing commitment”.

**Representations and Warranties:** Customary representations and warranties with respect to the Project, the Partnership, and the low income tax benefits to Limited Partner will be made jointly and severally by the General Partner, as set forth in the Project Documents.

**Reserve Requirements:**

1) Operating Deficit Reserve: \$333,093 – which represents 3 months of Operating Expenses, Debt Service and Replacement Reserves.

2) Capital Replacement Reserve: The Partnership will establish and maintain a reserve for capital replacements at the higher of \$300.00 per unit per year (without escalation) or an amount required by the permanent lender.

**Cash Flow:**

Prior to Stabilization, the General Partner may utilize interim cash for development costs. After payment of all operating expenses and debt service, cash flow (after the stabilization of the Project) will be distributed semi-annually on June 30 and within ninety (90) days after the end of each fiscal year, in the following priority:

- (i) To payment of all amounts due and owing to the Investor,
- (ii) To replenish amounts withdrawn from the Operating Deficit Reserve,
- (iii) To repayment of any voluntary loans then outstanding,
- (iv) To payment of the Investor's Asset Management Fee,
- (v) To repayment of any outstanding Negative Cash Flow Loans,
- (vi) To repayment of the Deferred Developer Fee and any amounts paid by General Partner to fund the Developer Fee,
- (vii) 10% to the Investor,
- (viii) To payment of a supervisory/incentive management fee to the General Partner,
- (ix) The balance, 90% to the General Partner.

**Capital Transactions:**

During the LIHTC compliance period, Limited Partner must approve terms and conditions related to any financing, refinancing or substitute credit enhancement of the Project. Use of proceeds from any sale, financing or refinancing would be prioritized as follows:

- (i) To discharge the debts and obligations, including expenses associated with sale or refinancing and to fund reserves for contingent third-party liabilities,
- (ii) To payment of any shortfalls in LIHTC due and owing but not paid to the Investor;
- (iii) To payment of all other amounts due and owing to the Investor,
- (iv) To repayment of any voluntary loans then outstanding,
- (v) To repayment of any outstanding Negative Cash Flow Loans,
- (vi) To repayment of the Investor limited partner's Asset Management Fees that are outstanding,
- (vii) To repayment of the Deferred Developer Fee and any capital contribution made by the General Partner to pay such Developer Fee,
- (viii) \$1,000 to the Special Limited Partner
- (ix) The balance, 90% to the General Partner and 10% to TCC.

This entire conditional proposal is made based on representations by the General Partner, the Developer and/or their agents, as to all facts regarding the Project, including but not limited to, the credit worthiness and financial viability of the General Partner, project limited partnership, and the Guarantors. TCC's investment is contingent upon final TCC approval of the Project Documents.

We are pleased to consider this opportunity to partner with you on this property. Should you have any questions or comments please give me a call. Once acknowledged, the conditional proposal will remain in effect until May 15th, 2023.

Sincerely,

*Lauren Kew*

Lauren Kew  
Vice President

Agreed to and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by:

By: \_\_\_\_\_  
David Pearson  
Manager, Summit Oaks Housing, L.P.

# **Tab U:**

Acknowledgement by Tenant of the availability of Renter  
Education provided by Virginia Housing

## Summit Oaks Apartments

### Virginia Housing Free Housing Education Acknowledgement

I \_\_\_\_\_, have read, understand, and acknowledge, I have been presented information regarding the Virginia Housing free renter education to tenants.

I understand that it is my responsibility to review the website link provided here [www.virginiahousing.com/renters](http://www.virginiahousing.com/renters).

By signing below, I acknowledge that I have read, and understand the terms of all items contained this form.

Resident Name: \_\_\_\_\_

Resident Signature: \_\_\_\_\_

Date: \_\_\_\_\_

# **Tab V:**

Nonprofit or LHA Purchase Option or Right of First  
Refusal

This deal does not require  
information behind this tab.

# **Tab W:**

Internet Safety Plan and Resident Information Form (if internet amenities selected)

## **RESIDENT INTERNET SERVICE - Acknowledgement of Responsibilities**

By signing below, I acknowledge that I have thoroughly reviewed the Internet Security Plan and understand the general rules of operation prior to use. I understand my responsibility as a user of the Internet and I agree to abide by the following Rules of Operation at all times.

### **Rules of Operation**

- Computer usage for the purpose of illegal activity is absolutely NOT permitted and will be reported to authorities.
- Do not access pornographic or illicit sites via the internet.
- No smoking in the community room or business center.
- No profanity will be tolerated on-line or in-person.
- No rough-housing in the community room or business center.
- Surf at your own risk.

If there is any question regarding my or my child's behavior while using the community internet (including but not limited to, rough-housing, misuse of equipment, etc.), I or my child may be suspended from using the Internet service.

By: \_\_\_\_\_

\_\_\_\_\_

Name (Print):

Date



# Internet Safety

Playing it safe while playing online



Hi there kids! I am Charlie Cardinal and this is Speedy the Crime Fighting Hamster. We are here to introduce you to the basics of Internet Safety and some of the villains you need to watch out for. There are some bad characters out there, so you have to protect

yourself. Your parents won't always be there to watch out for you, so stay sharp, learn all you can, and stay safe!



# Privacy & Personal Information



Privacy is being able to keep things secret or hidden from others.

Personal Information is information about you or your family such as your address, a social security number, your parent's bank account, or how much money they have.

Criminals love to get people's personal information because they can pretend to be you, or use your money to buy things.

They can also make money off of your information by selling it to others. Companies or other criminals will use your info to send you junk mail or spam emails.

Criminals learning your address can be very bad. They may break in and steal from you. Protect your safety and your belongings, by keeping your information a secret.

These bad people may even use your personal information to trick someone else in your circle of friends and family. People sometimes tell criminals things that they shouldn't if they think that they are communicating with someone they know.



Think before you click



Do you know who sent that email?



# Passwords

One of the most important things you need to learn is how to create strong passwords. A password is a code you type in to let the computer know it is really you.

Having an easy to guess password could allow someone to snoop around in your private information.

The way to make your password strong is to never use your name or your birthday. Use something hard to guess, but easy for you to remember. Make your password at least 8 characters long, and mixing numbers, symbols, and upper and lower case letters makes the password strong just like Speedy. Avoid using the same password over and over. That way if they do figure out your password, they only gain access to one account. And never leave your passwords written down where someone can find it.



A great tool online that creates kid friendly passwords is the website, [www.dinopass.com](http://www.dinopass.com)

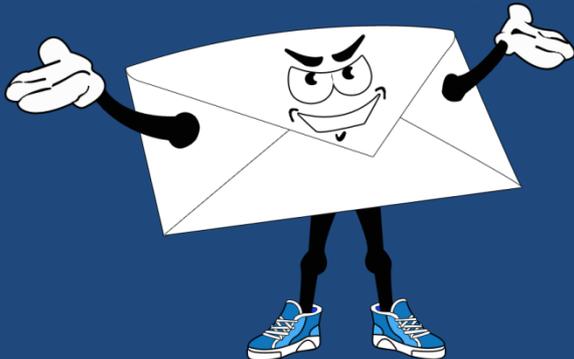
# Spam



Spam is basically email that you receive from different companies or strangers that you did not sign up for. Most times it isn't from real companies and usually the sender is up to no good.

Spam emails can sometimes be a phishing scam. Phishing emails are emails that look like it is from some trusted source. A place like your bank, the IRS where taxes are collected, or some other business you shop with often. They make their email look like it is the real thing with logos, and they put links in the email baiting you to click them. Once you click the link, you could be launching a program that can damage your computer in some way or collect your personal information.

Spam emails can also use winning a sweepstakes or some other type prize to trick you into trusting the email source. After they hook you in, they inform you that to collect your prize, you must give them your credit card number.



How do you know it is spam?

Spam emails typically have a bunch of spelling and grammar errors or a mention of someone you don't know in the subject line. Don't Open It! Delete those emails right away.



# Malware



Malware is a program written with the intent to harm your computer in some way.

Programs such as this, may be waiting for you to do something(a trigger), so that it can run. This could be the clicking of the link or opening an email attachment.

When searching for free downloads online, be very careful. There are a lot of sites out there trying to trick you. They will pay to make their site get returned at the top of the list of search results. Then when you access the page, they use blinking buttons to trick you to click. The result of clicking usually ends up being your computer loaded up with malware.

Once your machine is infected, it can change browser settings, create unusual popup ads on your computer and then pass the malware on to someone else.



Spyware is a program that gets onto your computer through a download or a virus and it gathers information about you and sends this back to its creator.

Some of the types of information spyware might send back to home base is email addresses of you or your contacts, passwords, account numbers, and credit card numbers.

Some spyware out there records how you use your computer and what you search for online.

# Adware

Adware is software that you are allowed to use by the author because of the advertisements that pop up occasionally during the game. Many of these type games you will find in the form of apps on your phone or devices.

Through the addition of advertisements, the developer gains some income that may supplement a discount to the user, sometimes making the software free.

Often after using the product with the ads, a consumer will purchase the software to get rid of the ads.

<http://www.pctools.com/security-news/what-is-adware-and-spyware/>



# Trojan Horse

The name for the Trojan Horse virus was derived from tale of the Trojan Horse constructed by the Greeks to gain access to the city of Troy. The wooden horse was left at the gates as an offering to Athena. The horse was then wheeled into the city and out came Greek fighters hiding inside. <http://www.britannica.com/topic/Trojan-horse>

A Trojan horse virus is a form of malware that is dressed up as something interesting or software from a source we are familiar with. The purpose is to trick the person into installing it. This allows the creator of the Trojan to do damage to data or software on your computer. They also will set up a 'back door' or access point that allows them to access your system.

Trojan viruses don't spread by infecting other files and they cannot duplicate themselves.

<http://www.webopedia.com/DidYouKnow/Internet/virus.asp>



# Worms

Worms are malware that can duplicate itself and spread to other computers. Worms always do something bad, even if it is just slowing things down.

Worms will frequently set up the ability for computers to be taken over by the worm's author by creating backdoors on the host computer. These computers are then called a "zombie computer". "Zombie computers" can be used to send out spam or as a shield to hide the web address of people who want to do bad things.

<http://www.webopedia.com/TERM/Z/zombie.html>





# Virus

A virus is a small program that is created to spread from one computer to the next and to mess up the way your computer works.

Many times viruses hop from computer to computer via email attachments or messages. They can also hide in funny pictures(memes), e-cards, or other desirable file attachments. It can also be sent through an instant message.

A virus can corrupt your data, or worse, delete it. It can also email copies of itself to your friends.

Keeping your anti-virus software up to date is key to protecting against the latest viruses and other security threats.

<https://www.microsoft.com/security/pc-security/virus-whatis.aspx>

# Social Media



Privacy settings on social media accounts are set up as public when you first get one. Unless you want everyone to be able to look at all of your photos and other private stuff, you must go into your account settings and change this.

Something to remember is whatever you post and say on your page can be shared by your friends. Think about what you post online, BEFORE you do it. What you post, could be seen by anyone at any time depending on your settings and the friends you keep. Because we can take pictures of our screens, there is really no setting that can protect you. Think twice about what you are sharing with others, so there are no regrets later.

Make sure you know the people that you accept friend requests from. Sometimes people try to friend you to hack your Facebook account or access your contacts. Once you are hacked they will send out strange messages or friend requests to your contacts. Protect your friends and yourself by being cautious with friends and creating strong passwords for your social media accounts.

# Geotagging



Geotagging is the bit of data that your electronic device packages with your picture that has information about where the picture was taken. This is something that can be turned on and off in your device and typically comes turned on until you change the setting.

When your photo is geotagged, this gives people information about your location. Letting outsiders know where you are, can allow them to plan to steal your belongings or vandalize your home.

Consider if you post a photo every Wednesday in your outfit ready to walk to ball practice and geotagging is turned on. This shows you have a routine and gives a rough area you will be in. A predator could come and take you away.

Another issue with allowing the geotagging to occur is you don't have control of your own privacy. Everyone does not need to know where you are all of the time, keep this information private.

<http://www.nytimes.com/2010/08/12/technology/personaltech>



# Be Careful of What You Say!



Defamation: Defamation is the blanket word used for all types of untrue statements made about others. [Definition of Defamation on Law.com](#)

Slander: When someone orally tells one or more people an untruth about someone, which will harm the reputation of the person it is about. It is not slander if the untruth is in writing of some sort or if it is broadcast through television or radio.

[Definition of Slander on Law.com](#)

Libel: This is where someone publishes to print(including pictures), written word, online posts, blogs, articles, or broadcast through radio, television, or film, an untruth about another which will do harm to the person's reputation. [Definition of Libel on Law.com](#)



# Be Careful of What You Say!



Much of the things people post online may get ignored, and you may get lucky and avoid legal action. But, when someone gets angry and files a lawsuit it can cause a major headache and possibly hit you hard in the wallet.

You might think you should have a right to openly complain about a company and their bad service or lousy product. Well when it comes to this, it is not always that simple. You can get sued for this and even if the judge agrees with you, you still have to pay for a defense attorney. Think twice and make sure that whatever you have to say is worth any headache you may have pop up later.

<http://ideas.time.com/2013/01/07/yelp-reviewers-beware-you-can-get-sued/>

On social media, people get into the habit of letting their emotions get the better of them and they end up speaking their minds about others online. When that person feels that this damages their character, they may opt to sue the other person for defamation. Even if their case is not successful, the stress, money, and time that you spend defending yourself is not worth it. To read more about defamatory social media posts, [click here](#).

# Stranger Danger Online



When you think of being on your computer or other electronic device in your own home, you probably think you are safe. Your mom is in the next room, what could happen?

Well there are people online that are up to no good. They go in chat rooms and pop up on your instant messenger, looking for someone to “groom”.

What is grooming you say? Well, grooming is when a stranger (can be any age) finds someone they are interested in, usually a minor. They act really nice and maybe they pretend they are much younger than they really are, like they are a kid just like you. Then they try to get you to like them and to trust them. They may ask you not to tell anyone you are talking to them. This is not okay and is a warning sign of a possible groomer.

# How to Protect Yourself in Online Chats

- ❑ Choose chat sites designed for kids, such as [www.kidzworld.com](http://www.kidzworld.com). Kidzworld is moderated and its aim is to protect kids from unwanted requests and online bullying.
- ❑ Beware of people you don't know. If they are asking too many questions or being too friendly they may be up to no good.
- ❑ If someone asks you to send them a picture or sends you a picture or video that is inappropriate, tell an adult or report them to the site moderators.
- ❑ Don't give out personal information to strangers online
- ❑ Don't tell strangers where you live or give them your telephone number
- ❑ Don't send strangers pictures of you or others
- ❑ If you are being bullied or threatened online, tell an adult or someone you trust





# Cyberbullying

- Cyberbullying is the **willful and repeated harm** inflicted through the use of computers, cell phones, and other electronic devices.
- Using PhotoShop or other tools to create harassing images.
- Posting jokes about another person on the internet
- Using the internet to entice a group to physically harm another person.
- Making threats online using IM, email, social networking sites, or other electronic devices.



# Consequences of Cyberbullying

Anything that you write, pictures that you post, or videos that you upload can be used by your school to suspend you.

College students have been removed from their athletic teams and lost college funding for writing negative comments about their coach.

When applying to colleges, they will search online to see what kind of person you are. They can deny you access if they don't like what they find.

When businesses are looking at people to hire for a job they will many times use social media to see what kind of person they are. Mean or inappropriate type posts can prevent you from getting the job you desire.

Cyberbullying can also be considered a crime and participating in this type of behavior can land you in big trouble.

# Consequences of Cyberbullying

- § 18.2-152.7:1. Harassment by Computer; Penalty makes cyberbullying a crime.
- Carries a \$2500 fine and punishable by up to **12 months in prison.**

There are many websites designed to inform and decrease the number of bullying cases we see each year. The U.S. Department of Health and Human Services has created a website with lots of resources to help combat bullying of all kinds - [www.stopbullying.gov](http://www.stopbullying.gov)  
If you experience cyberbullying or witness it, tell someone such as a school counselor, teacher, or a parent.





# The Effects of Cyberbullying

- ❑ Victims feel depressed, sad, angry, and frustrated.
- ❑ Victims become afraid and/or embarrassed to attend school.
- ❑ Can lead to low self-worth, family problems, academic problems, school violence, and bad behavior.
- ❑ Victims can also develop thoughts of killing themselves and possibly act on these feelings.
- ❑ There are no positive effects of cyberbullying, only pain and suffering for the victims.
- ❑ The affects of being bullied can affect the victim into adulthood and prevent them from being all they can be in the future.



# Dealing with Cyberbullying

- Never do the same thing back, 2 wrongs don't make a right
- Tell them to stop
- Block their access to you
- Report it to the site you are on such as Facebook or Twitter
- NEVER pass along messages from cyberbullies, stop the spread of this behavior
- Set up privacy controls and keep the bully out of your friends list
- Don't be a cyberbully yourself
- If you witness someone getting bullied, tell someone so it can be stopped. Many times the person being bullied won't tell out of fear.
- Spread the word that bullying is not cool
- Don't laugh or encourage the bully, it is not funny and it can lead to major trouble for the person doing the bullying.



# About Sexting



“Sexting” is when someone sends or receives sexually explicit or non-PG Rated pictures or video electronically, mainly via cell phones or tablets.

The numbers on how many teens say that they have sent/posted nude or semi-nude pictures or videos of themselves is upsetting.

20% of teens between 13 to 19 years of age have engaged in sexting.

22% of teen girls

18% of teen boys

11% of teen girls between 13 to 16 years of age have engaged in sexting.

Did you know that if you forward a picture of a sexual or nude photo of someone underage, you are as responsible for the image as the original sender?? You can be charged with a crime.

Many teens don't realize that if you send a picture of yourself that is inappropriate and that picture ends up online, it could be there forever. You can never fully delete things that end up on the web.



# About Sexting



There is no age minimum that protects young people from getting charged with a sexual offense.

Something that you think is okay or just a joke, might land you in a ton of trouble. For example, you might take a picture of your friend naked to embarrass them, but if they are under the age of 18, this is considered production of child pornography.

If you are sent something inappropriate, do not share it and don't delete it. Tell an adult immediately. You may feel like you are getting your friend into trouble, but you are protecting yourself and you are protecting them. They may not be thinking about the consequences or the effect this behavior can have on their future.

Anyone that gets convicted of a sex offense, will have to register as a sex offender. Sex offenders have to keep their address updated and keep a current photo with the police. The information goes on the sex offender registry where anyone can go and see your picture and where you live online.

**REMEMBER:** You can't control what other people do with your photos. Even if you think you are sending it to someone you can trust, they may end up surprising you. You can't trust anyone with something as private as that. Don't Do It!

# Legal Consequences of Sexting

- The Virginia Department of Education has an excellent resource with real life examples of the consequences of sexting that can be found [here](#).
- The Attorney General's Virginia Rules website is designed to give Virginia Youth information on all the laws in the state. [Virginia Rules](#) has extensive information on sexting and other internet security risks.
- This article in The Virginian-Pilot tells a story of five Virginia teens getting charged with felonies for sexting and being in possession of sexually explicit photos of a minor, read more about it [here](#).



Information Provided By:  
Office of the Attorney  
General  
202 North Ninth Street  
Richmond, Virginia 23219  
(804) 786-2071  
[www.ag.virginia.gov](http://www.ag.virginia.gov)

# **Tab X:**

Marketing Plan for units meeting accessibility  
requirements of HUD section 504

This deal does not require  
information behind this tab.

# **Tab Y:**

Inducement Resolution for Tax Exempt Bonds

This deal does not require  
information behind this tab.

# **Tab Z:**

Documentation of team member's Diversity, Equity and  
Inclusion Designation

This deal does not require  
information behind this tab.

# **Tab AA:**

Priority Letter from Rural Development

This deal does not require  
information behind this tab.

# **TAB AB:**

Social Disadvantage Certification

This deal does not require  
information behind this tab.

## **SUMMIT OAKS**

### **INTERNET SECURITY PLAN**

The internet service at Summit Oaks will have a rotating password that is only accessible to residents. The network router will be in a secure area to which tenants will not have access. The router will have a secure firewall to prevent data breaches.

At move-in, we will provide Tenants with the attached security and safety information and guidelines and will ask Tenants to sign an Acknowledgement of Responsibilities statement to ensure that they are educated in the internet safety and security guidelines.