
2024 Federal Low Income Housing Tax Credit Program

Application For Reservation

Deadline for Submission

9% Competitive Credits

Applications Must Be Received At Virginia Housing No Later Than **12:00 PM** Richmond, VA Time On **March 14, 2024**

Tax Exempt Bonds

Applications must be received at Virginia Housing No Later Than 12:00 PM Richmond, VA Time for one of the two available 4% credit rounds- January 25, 2024 or July 18, 2024.



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

INSTRUCTIONS FOR THE VIRGINIA 2024 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 14, 2024**. Failure to submit an electronic copy of the application by the deadline will cause the application to be disqualified.

Please Note:

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

There should be distinct files which should include the following:

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

IMPORTANT:

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

Disclaimer:

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

Entering Data:

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

Please Note:

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

Assistance:

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

Virginia Housing LIHTC Allocation Staff Contact Information

Name	Email	Phone Number
Stephanie Flanders	stephanie.flanders@virginiahousing.com	(804) 343-5939
Jonathan Kinsey	jonathan.kinsey@virginiahousing.com	(804) 584-4717
Phil Cunningham	phillip.cunningham@virginiahousing.com	(804) 343-5514
Lauren Dillard	lauren.dillard@virginiahousing.com	(804) 584-4729
Jaki Whitehead	jaki.whitehead@virginiahousing.com	(804) 343-5861
Hadia Ali	hadia.ali@virginiahousing.com	(804) 343-5873

TABLE OF CONTENTS

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

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

2024 Low-Income Housing Tax Credit Application For Reservation

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

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

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date: 7/16/2024

1. Development Name: Barcroft Apartments - Charlie 1

2. Address (line 1): 4202 13th Rd S
 Address (line 2): _____
 City: Arlington State: VA Zip: 22204

3. If complete address is not available, provide longitude and latitude coordinates (x,y) from a location on site that your surveyor deems appropriate. Longitude: 00.00000 Latitude: 00.00000
 (Only necessary if street address or street intersections are not available.)

4. The Circuit Court Clerk's office in which the deed to the development is or will be recorded:
 City/County of Arlington County

5. The site overlaps one or more jurisdictional boundaries..... FALSE
 If true, what other City/County is the site located in besides response to #4?..... _____

6. Development is located in the census tract of: 1027.01

7. Development is located in a **Qualified Census Tract**..... TRUE *Note regarding DDA and QCT*

8. Development is located in a **Difficult Development Area**..... FALSE

9. Development is located in a **Revitalization Area based on QCT** TRUE

10. Development is located in a **Revitalization Area designated by resolution** FALSE

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

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

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

	3%	10%	12%
	<u>FALSE</u>	<u>FALSE</u>	<u>FALSE</u>

Enter only Numeric Values below:

13. Congressional District: 8
 Planning District: 8
 State Senate District: 30
 State House District: 49

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

Barcroft Apartments - Charlie 1 is an existing garden style apartment complex consisting of 73 dwelling units across 2 garden-style apartment buidlings. Charlie 1 is a 73-unit property that is a LIHTC phase in recapitalizing and preservation of a large-scale redevelopment project that will include both 9 percent, 4 percent, and market rate properties pursuant to a common plan of development.

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date: 7/16/2024

15. 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: Mark Schwartz
 Chief Executive Officer's Title: County Manager Phone: (703) 228-3414
 Street Address: 2100 Clarendon Blvd., Suite 3002
 City: Arlington State: VA Zip: 22201

Name and title of local official you have discussed this project with who could answer questions for the local CEO: Melissa Danowski, Principal Development Specialist

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

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

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

B. RESERVATION REQUEST INFORMATION

1. Requesting Credits From:

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

[Empty field]

or

b. If requesting Tax Exempt Bond credits, select development type:

Acquisition/Rehab

For Tax Exempt Bonds, where are bonds being issued?

Virginia Housing

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

Skip to Number 4 below.

2. Type(s) of Allocation/Allocation Year

[Empty field]

Definitions of types:

a. **Regular Allocation** means all of the buildings in the development are expected to be placed in service this calendar year, 2024.

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, 2024, 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 2024 credits pursuant to Section 42(h)(1)(E).

3. Select Building Allocation type:

Acquisition/Rehab

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

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

5. Planned Combined 9% and 4% Developments

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

If true, provide name of companion development:

[Empty field]

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

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

Total Units within 9% allocation request? [Empty field]

Total Units within 4% Tax Exempt allocation Request? [Empty field]

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: 50

Definition of selection:

Development will be subject to an extended use agreement of 35 additional years after the 15-year compliance period for a total of 50 years.

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

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.

a. Owner Name: 4202 13th Road S Owner, LLC

Developer Name: Jair Lynch Real Estate Partners

Contact: M/M ▶ Mr. First: Anthony MI: Last: Startt

Address: 1400 16th Street NW

City: Washington St. ▶ DC Zip: 20036

Phone: (202) 888-4259 Ext. Fax:

Email address: ajs@jairlynch.com

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

Select type of entity: ▶ Limited Liability Company Formation State: ▶ DE

Additional Contact: Please Provide Name, Email and Phone number.
Harrison Barton; hdb@jairlynch.com; (410) 507-0169

- ACTION:**
- a. Provide Owner's organizational documents (e.g. Partnership agreements and Developer Fee agreement) **(Mandatory TAB A)**
 - b. Provide Certification from Virginia State Corporation Commission **(Mandatory TAB B)**
 - c. Provide Principals' Previous Participation Certification **(Mandatory TAB C)**
 - d. Provide a chart of ownership structure (Org Chart) and a list of all LIHTC Developments within the last 15 years. **(Mandatory at TABS A/D)**

- b. TRUE Indicate if at least one principal listed within Org Chart 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.

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

2. 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.
- FALSE 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.
- 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.

D. SITE CONTROL

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

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

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

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

1. Type of Site Control by Owner:

Applicant controls site by (select one):

Select Type: Option

Expiration Date:

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..... .

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: 1130 S George Mason Dr Res Owner, LLC

Address: 1400 16th St NW, Suite 430

City: Washington St.: DC Zip: 20036

Contact Person: Anthony Startt Phone: (202) 462-1092

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

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

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

<u>Names</u>	<u>Phone</u>	<u>Type Ownership</u>	<u>% Ownership</u>
Jair K Lynch		Managing Member	75.00%
Minority Member		Passive Member	25.00%
			0.00%
			0.00%
			0.00%
			0.00%
			0.00%

E. DEVELOPMENT TEAM INFORMATION

Complete the following as applicable to your development team.

► Indicate 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:	Klein Hornig, LLP	This is a Related Entity.	FALSE
Firm Name:	Klein Hornig, LLP	DEI Designation?	FALSE
Address:	1325 G Street NW, Suite 770 Washington DC 20005		
Email:	ehoffman@kleinhornig.com	Phone:	(202) 926-3400
2. Tax Accountant:		This is a Related Entity.	FALSE
Firm Name:		DEI Designation?	FALSE
Address:			
Email:		Phone:	
3. Consultant:		This is a Related Entity.	FALSE
Firm Name:		DEI Designation?	FALSE
Address:			
Email:		Phone:	
4. Management Entity:	Gina Ramos	This is a Related Entity.	FALSE
Firm Name:	Gates Hudson	DEI Designation?	FALSE
Address:	3020 Hanmaker Court, Suite 301 Fairfax VA, 22031		
Email:	manager@barcroftapartments.com	Phone:	(703) 876-9590
5. Contractor:		This is a Related Entity.	FALSE
Firm Name:		DEI Designation?	FALSE
Address:			
Email:		Phone:	
6. Architect:		This is a Related Entity.	
Firm Name:		DEI Designation?	
Address:			
Email:		Phone:	
7. Real Estate Attorney:	Erik Hoffman	This is a Related Entity.	FALSE
Firm Name:	Klein Hornig, LLP	DEI Designation?	FALSE
Address:	1325 G Street NW, Suite 770 Washington DC 20005		
Email:	ehoffman@kleinhornig.com	Phone:	(202) 926-3400
8. Mortgage Banker:	Ryne Johnson	This is a Related Entity.	FALSE
Firm Name:	Astoria, LLC	DEI Designation?	FALSE
Address:	3450 Lady Marian Ct. Midlothian, VA 23113		
Email:	rynejohnson@astoriallc.com	Phone:	(804) 339-7205
9. Other:		This is a Related Entity.	FALSE
Firm Name:		DEI Designation?	FALSE
Address:			
Email:		Phone:	

F. REHAB INFORMATION

1. Acquisition Credit Information

- a. Credits are being requested for existing buildings being acquired for development..... **TRUE**
Action: If true, provide an electronic copy of the Existing Condition Questionnaire, Unit by Unit Matrix and Appraisal.
- b. This development has received a previous allocation of credits..... **FALSE**
 If so, when was the most recent year that this development received credits? **0**
- 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 1 must be completed in order to compete in the Non Profit tax credit pool.

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

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

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

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

A. Nonprofit Involvement (All Applicants)

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: [text box]

Name: [text box]

Contact Person: [text box]

Street Address: [text box]

City: [text box] State: [text box] Zip: [text box]

Phone: [text box] Contact Email: [text box]

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

Name of qualified nonprofit: [Redacted]

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

Name of Local Housing Authority [Redacted]

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

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

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

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

H. STRUCTURE AND UNITS INFORMATION

1. General Information

a. Total number of all units in development	73	bedrooms	93
Total number of rental units in development	73	bedrooms	93
Number of low-income rental units	73	bedrooms	93
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:.....	73	bedrooms	93
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.....			52,012.00 (Sq. ft.)
e. Unheated Floor Area (i.e. Breezeways, Balconies, Storage).....			5,779.00 (Sq. ft.)
f. Nonresidential Commercial Floor Area (Not eligible for funding).....			0.00
g. Total Usable Residential Heated Area.....			46,233.00 (Sq. ft.)
h. Percentage of Net Rentable Square Feet Deemed To Be New Rental Space			0.00%
i. Exact area of site in acres	2.560		
j. Locality has approved a final site plan or plan of development.....			FALSE
If True , Provide required documentation (TAB O).			
k. Requirement as of 2016: Site must be properly zoned for proposed development. ACTION: Provide required zoning documentation (MANDATORY TAB G)			
l. Development is eligible for Historic Rehab credits.....			FALSE

Definition:

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

H. STRUCTURE AND UNITS INFORMATION

2. UNIT MIX

a. Specify the **average size and number per unit type (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	500.00	SF	1	1
1BR Garden	670.00	SF	51	51
2BR Garden	827.00	SF	21	21
3BR Garden	0.00	SF	0	0
4BR Garden	0.00	SF	0	0
2+ Story 2BR Townhouse	0.00	SF	0	0
2+ Story 3BR Townhouse	0.00	SF	0	0
2+ Story 4BR Townhouse	0.00	SF	0	0
			73	73

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)..... 2
- b. Age of Structure:..... 72 years
- c. Maximum Number of stories:..... 3

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

e. Commercial Area Intended Use: _____

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

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

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

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

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

H. STRUCTURE AND UNITS INFORMATION

- i. Roof Type ▶ Pitched
- j. Construction Type ▶ Masonry
- k. Primary Exterior Finish ▶ Brick

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>FALSE</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>FALSE</u>
		k. Other:	<u></u>

l. Describe Community Facilities:

m. Number of Proposed Parking Spaces 36
 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 K2**).

5. Plans and Specifications

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

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

- b. The following are due at reservation for Tax Exempt 4% Applications and at allocation for 9% Applications.
 - i. Phase I environmental assessment.
 - ii. Physical needs assessment for any rehab only development.

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

J. ENHANCEMENTS

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

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

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

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

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

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

REQUIRED:

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

- FALSE a. A community/meeting room with a minimum of 749 square feet is provided with free WIFI access restricted to residents only.
- 84.00% b1. Percentage of brick covering the exterior wall
- 16.00% 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. *Not applicable for 2024 Cycles*
- FALSE g. Each unit is provided free individual broadband/high speed internet access.
or
(both access point categories have a minimum upload/download speed per manual.)
- FALSE 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
- TRUE j. Full bath fans are equipped with a humidistat.
- TRUE k. Cooking surfaces are equipped with fire prevention features as defined in the manual
or
- FALSE l. Cooking surfaces are equipped with fire suppression features as defined in the manual
- 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.
- TRUE 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) - Provide documentation at **Tab F**.

J. ENHANCEMENTS

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:

FALSE a. All cooking ranges have front controls.

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

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

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

2. Green Certification

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

The applicant will also obtain one of the following:

FALSE Earthcraft Gold or higher certification

TRUE National Green Building Standard (NGBS) certification of Silver or higher.

FALSE LEED Certification

FALSE Enterprise Green Communities (EGC) Certification

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

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

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

FALSE Zero Energy Ready Home Requirements

FALSE Passive House Standards

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

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

FALSE a. Architect of record certifies that units will be constructed to meet Virginia Housing's Universal Design Standards.

0 b. Number of Rental Units constructed to meet Virginia Housing's Universal Design standards:

0% of Total Rental Units

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

If not, please explain:

[Empty text box for explanation]

TAL

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

I. UTILITIES

1. Utilities Types:

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

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

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

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	0	0	0
Hot Water	0	0	0	0	0
Water	0	0	0	0	0
Sewer	0	0	0	0	0
Trash	0	0	0	0	0
Total utility allowance for costs paid by tenant	\$0	\$0	\$0	\$0	\$0

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

- a. FALSE HUD
- b. FALSE Utility Company (Estimate)
- c. FALSE Utility Company (Actual Survey)
- d. FALSE Local PHA
- e. 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 total 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 total units (i) conform to HUD regulations interpreting the accessibility requirements of section 504 of the Rehabilitation Act and (ii) are actively marketed to persons with disabilities as defined in the Fair Housing Act in accordance with a plan submitted as part of the application for credits.

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.

TAL

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

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

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

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

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

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

If Supportive Housing is True: Will the supportive housing consist of units designated for

K. SPECIAL HOUSING NEEDS

FALSE tenants that are homeless or at risk of homelessness?

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, Budget and Unit Delivery Schedule (**Mandatory if tenants are displaced - Tab J**)

3. Leasing Preferences

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

Organization which holds waiting list: **Arlington County**

Contact person: **Melissa Danowski**

Title: **Principal Development Specialist**

Phone Number: **(703) 228-7931**

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

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

c. Specify the number of low-income units that will serve individuals and families with children by providing three or more bedrooms: **2**
% of total Low Income Units **3%**

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

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

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

4. Target Population Leasing Preference

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

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

K. SPECIAL HOUSING NEEDS

First Name: Gina

Last Name: Ramos

Phone Number: (703) 876-9590 Email: gramos@gateshudson.com

K. SPECIAL HOUSING NEEDS

5. Resident Well-Being (as defined in the manual)

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.
- 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..... FALSE

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

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

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

FALSE

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

0

d. Number of units receiving assistance:

0

How many years in rental assistance contract?

Expiration date of contract:

There is an Option to Renew.....

FALSE

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

K. SPECIAL HOUSING NEEDS

7. Public Housing Revitalization

Is this development replacing or revitalizing Public Housing Units?

FALSE

If so, how many existing Public Housing units?

0

L. UNIT DETAILS

1. Set-Aside Election:

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

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

a. Units Provided Per Household Type:

Income Levels		
# of Units	% of Units	
0	0.00%	20% Area Median
8	10.96%	30% Area Median
0	0.00%	40% Area Median
30	41.10%	50% Area Median
9	12.33%	60% Area Median
0	0.00%	70% Area Median
26	35.62%	80% Area Median
0	0.00%	Market Units
73	100.00%	Total

Rent Levels		
# of Units	% of Units	
0	0.00%	20% Area Median
8	10.96%	30% Area Median
0	0.00%	40% Area Median
30	41.10%	50% Area Median
9	12.33%	60% Area Median
0	0.00%	70% Area Median
26	35.62%	80% Area Median
0	0.00%	Market Units
73	100.00%	Total

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

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

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

2. Unit Mix Grid

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

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

TAL 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	Efficiency	80% AMI	1		500.00	\$1,500.00	\$1,500
Mix 2	1 BR - 1 Bath	30% AMI	8		670.00	\$870.00	\$6,960
Mix 3	1 BR - 1 Bath	50% AMI	20		670.00	\$1,301.00	\$26,020
Mix 4	1 BR - 1 Bath	60% AMI	5		670.00	\$1,360.00	\$6,800
Mix 5	1 BR - 1 Bath	80% AMI	18		670.00	\$1,663.00	\$29,934
Mix 6	2 BR - 1 Bath	50% AMI	10		827.00	\$1,535.00	\$15,350
Mix 7	2 BR - 1 Bath	60% AMI	4		827.00	\$1,560.00	\$6,240

L. UNIT DETAILS

Mix 8	2 BR - 1 Bath	80% AMI	7	827.00	\$2,025.00	\$14,175
Mix 9						\$0
Mix 10						\$0
Mix 11						\$0
Mix 12						\$0
Mix 13						\$0
Mix 14						\$0
Mix 15						\$0
Mix 16						\$0
Mix 17						\$0
Mix 18						\$0
Mix 19						\$0
Mix 20						\$0
Mix 21						\$0
Mix 22						\$0
Mix 23						\$0
Mix 24						\$0
Mix 25						\$0
Mix 26						\$0
Mix 27						\$0
Mix 28						\$0
Mix 29						\$0
Mix 30						\$0
Mix 31						\$0
Mix 32						\$0
Mix 33						\$0
Mix 34						\$0
Mix 35						\$0
Mix 36						\$0
Mix 37						\$0
Mix 38						\$0
Mix 39						\$0
Mix 40						\$0
Mix 41						\$0
Mix 42						\$0
Mix 43						\$0
Mix 44						\$0
Mix 45						\$0
Mix 46						\$0
Mix 47						\$0
Mix 48						\$0
Mix 49						\$0
Mix 50						\$0
Mix 51						\$0
Mix 52						\$0
Mix 53						\$0
Mix 54						\$0
Mix 55						\$0
Mix 56						\$0
Mix 57						\$0
Mix 58						\$0
Mix 59						\$0
Mix 60						\$0
Mix 61						\$0

L. UNIT DETAILS

Mix 62								\$0
Mix 63								\$0
Mix 64								\$0
Mix 65								\$0
Mix 66								\$0
Mix 67								\$0
Mix 68								\$0
Mix 69								\$0
Mix 70								\$0
Mix 71								\$0
Mix 72								\$0
Mix 73								\$0
Mix 74								\$0
Mix 75								\$0
Mix 76								\$0
Mix 77								\$0
Mix 78								\$0
Mix 79								\$0
Mix 80								\$0
Mix 81								\$0
Mix 82								\$0
Mix 83								\$0
Mix 84								\$0
Mix 85								\$0
Mix 86								\$0
Mix 87								\$0
Mix 88								\$0
Mix 89								\$0
Mix 90								\$0
Mix 91								\$0
Mix 92								\$0
Mix 93								\$0
Mix 94								\$0
Mix 95								\$0
Mix 96								\$0
Mix 97								\$0
Mix 98								\$0
Mix 99								\$0
Mix 100								\$0
TOTALS			73	0				\$106,979

Total Units	73	Net Rentable SF:	TC Units	52,037.00
			MKT Units	0.00
			Total NR SF:	52,037.00

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

M. OPERATING EXPENSES

Administrative:

Use Whole Numbers Only!

1. Advertising/Marketing			\$11,315
2. Office Salaries			\$94,900
3. Office Supplies			\$14,600
4. Office/Model Apartment	(type <input type="text"/>)		\$0
5. Management Fee			\$27,990
<u>2.29%</u> of EGI	<u>\$383.42</u>	Per Unit	
6. Manager Salaries			\$0
7. Staff Unit (s)	(type <input type="text"/>)		\$0
8. Legal			\$0
9. Auditing			\$0
10. Bookkeeping/Accounting Fees			\$0
11. Telephone & Answering Service			\$0
12. Tax Credit Monitoring Fee			\$3,650
13. Miscellaneous Administrative			\$39,062
Total Administrative			\$191,517

Utilities

14. Fuel Oil			\$0
15. Electricity			\$33,833
16. Water			\$38,447
17. Gas			\$43,061
18. Sewer			\$38,447
Total Utility			\$153,788

Operating:

19. Janitor/Cleaning Payroll			\$0
20. Janitor/Cleaning Supplies			\$0
21. Janitor/Cleaning Contract			\$0
22. Exterminating			\$0
23. Trash Removal			\$0
24. Security Payroll/Contract			\$0
25. Grounds Payroll			\$0
26. Grounds Supplies			\$0
27. Grounds Contract			\$0
28. Maintenance/Repairs Payroll			\$18,250
29. Repairs/Material			\$40,150
30. Repairs Contract			\$0
31. Elevator Maintenance/Contract			\$0
32. Heating/Cooling Repairs & Maintenance			\$0
33. Pool Maintenance/Contract/Staff			\$0
34. Snow Removal			\$0
35. Decorating/Payroll/Contract			\$0
36. Decorating Supplies			\$0
37. Miscellaneous			\$18,250
Totals Operating & Maintenance			\$76,650

M. OPERATING EXPENSES

Taxes & Insurance

38. Real Estate Taxes		\$105,193
39. Payroll Taxes		\$0
40. Miscellaneous Taxes/Licenses/Permits		\$0
41. Property & Liability Insurance	\$550 per unit	\$40,150
42. Fidelity Bond		\$0
43. Workman's Compensation		\$0
44. Health Insurance & Employee Benefits		\$0
45. Other Insurance		\$0
Total Taxes & Insurance		\$145,343

Total Operating Expense

\$567,298

Total Operating Expenses Per Unit

\$7,771

C. Total Operating

Expenses as % of EGI

46.46%

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

\$21,900

Total Expenses

\$589,198

N. PROJECT SCHEDULE

ACTIVITY	ACTUAL OR ANTICIPATED DATE	NAME OF RESPONSIBLE PERSON
1. SITE		
a. Option/Contract	NA	NA
b. Site Acquisition	12/21/2021	Anthony Startt
c. Zoning Approval	7/15/2024	Anthony Startt
d. Site Plan Approval	7/15/2024	Anthony Startt
2. Financing		
a. Construction Loan		
i. Loan Application	10/1/2024	Anthony Startt
ii. Conditional Commitment	2/1/2025	Anthony Startt
iii. Firm Commitment	3/1/2025	Anthony Startt
b. Permanent Loan - First Lien		
i. Loan Application	10/1/2024	Anthony Startt
ii. Conditional Commitment	2/1/2025	Anthony Startt
iii. Firm Commitment	3/1/2025	Anthony Startt
c. Permanent Loan-Second Lien		
i. Loan Application	NA	NA
ii. Conditional Commitment	NA	NA
iii. Firm Commitment	NA	NA
d. Other Loans & Grants		
i. Type & Source, List	NA	NA
ii. Application	NA	NA
iii. Award/Commitment	NA	NA
2. Formation of Owner	6/3/2024	Anthony Startt
3. IRS Approval of Nonprofit Status	NA	NA
4. Closing and Transfer of Property to Owner	1/15/2025	Anthony Startt
5. Plans and Specifications, Working Drawings	7/1/2024	Anthony Startt
6. Building Permit Issued by Local Government	3/31/2025	Anthony Startt
7. Start Construction	5/1/2025	Anthony Startt
8. Begin Lease-up	3/1/2026	Anthony Startt
9. Complete Construction	2/28/2026	Anthony Startt
10. Complete Lease-Up	4/1/2026	Anthony Startt
11. Credit Placed in Service Date	4/30/2026	Anthony Startt

O. PROJECT BUDGET - HARD COSTS

Cost/Basis/Maximum Allowable Credit

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

Complete cost column and basis column(s) as appropriate

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.

Item	(A) Cost	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
		"30% Present Value Credit"		(D)
		(B) Acquisition	(C) Rehab/ New Construction	"70 % Present Value Credit"
1. Contractor Cost				
a. Unit Structures (New)	0	0	0	0
b. Unit Structures (Rehab)	9,031,388	0	9,031,388	0
c. Non Residential Structures	0	0	0	0
d. Commercial Space Costs	0	0	0	0
e. Structured Parking Garage	0	0	0	0
Total Structure	9,031,388	0	9,031,388	0
f. Earthwork	48,826	0	24,413	0
g. Site Utilities	46,996	0	46,996	0
h. Renewable Energy		0	0	0
i. Roads & Walks	138,469	0	0	0
j. Site Improvements	149,400	0	149,400	0
k. Lawns & Planting	41,775	0	20,887	0
l. Engineering	0	0	0	0
m. Off-Site Improvements		0	0	0
n. Site Environmental Mitigation		0	0	0
o. Demolition	573,804	0	573,804	0
p. Site Work	0	0	0	0
q. Other Site work	0	0	0	0
Total Land Improvements	999,270	0	815,500	0
Total Structure and Land	10,030,658	0	9,846,888	0
r. General Requirements	779,213	0	779,213	
s. Builder's Overhead (2.1% Contract)	213,293	0	213,293	
t. Builder's Profit (4.0% Contract)	400,856	0	400,856	
u. Bonds	79,479	0	79,479	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: Contingency	1,450,275	0	1,450,275	0
z. Other 2: Interim Capex	100,000	0	0	0
aa. Other 3: G/L Insurance	110,069	0	110,069	0
Contractor Costs	\$13,163,843	\$0	\$12,880,073	\$0

Construction cost per unit: \$180,326.62

MAXIMUM COMBINED GR, OVERHEAD & PROFIT =

\$1,404,292

ACTUAL COMBINED GR, OVERHEAD & PROFIT =

\$1,393,362

O. PROJECT BUDGET - OWNER COSTS

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

MUST USE WHOLE NUMBERS ONLY! Item	(A) Cost	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
		"30% Present Value Credit"		(D)
		(B) Acquisition	(C) Rehab/ New Construction	"70 % Present Value Credit"
2. Owner Costs				
a. Building Permit	276,500	0	276,500	0
b. Architecture/Engineering Design Fee \$16,174 /Unit)	1,180,695	0	1,180,695	0
c. Architecture Supervision Fee \$0 /Unit)	0	0	0	0
d. Tap Fees	0	0	0	0
e. Environmental	3,065	0	3,065	0
f. Soil Borings	0	0	0	0
g. Green Building (Earthcraft, LEED, etc.)	31,459	0	31,459	0
h. Appraisal	4,500	0	0	0
i. Market Study	3,500	0	0	0
j. Site Engineering / Survey	0	0	0	0
k. Construction/Development Mgt	120,000	0	120,000	0
l. Structural/Mechanical Study	0	0	0	0
m. Construction Loan Origination Fee	411,717	0	411,717	0
n. Construction Interest (5.5% for 12 months)	1,143,625	0	972,081	0
o. Taxes During Construction	0	0	0	0
p. Insurance During Construction	250,000	0	250,000	0
q. Permanent Loan Fee (0.0%)	0			
r. Other Permanent Loan Fees	0			
s. Letter of Credit	0	0	0	0
t. Cost Certification Fee	0	0	0	0
u. Accounting	45,000	0	22,500	0
v. Title and Recording	55,000	0	0	0
w. Legal Fees for Closing	300,000	0	135,000	0
x. Mortgage Banker	0	0	0	0
y. Tax Credit Fee	133,694			
z. Tenant Relocation	0			
aa. Fixtures, Furnitures and Equipment	40,000	0	20,000	0
ab. Organization Costs	5,000			
ac. Operating Reserve	730,000			
ad. Contingency	0			
ae. Security	0	0	0	0
af. Utilities	0	0	0	0
ag. Supportive Service Reserves	0			

O. PROJECT BUDGET - OWNER COSTS

(1) Other* specify: Additional Legal	45,000	0	0	0
(2) Other* specify: Master Community Acq Cos	356,657	0	0	0
(3) Other* specify: Subordinate Debt Fees	141,337	0	0	0
(4) Other* specify: Community Outreach	30,000	0	0	0
(5) Other * specify: HTC Fees	64,061	0	0	0
(6) Other* specify: Predev Interest and Fees	329,398	0	329,398	0
(7) Other* specify: Tenant Relocation	631,758	0	631,758	0
(8) Other* specify:	0	0	0	0
(9) Other* specify:	0	0	0	0
Owner Costs Subtotal (Sum 2A..2(10))	\$6,331,966	\$0	\$4,384,173	\$0
Subtotal 1 + 2 (Owner + Contractor Costs)	\$19,495,809	\$0	\$17,264,246	\$0
3. Developer's Fees	3,000,000	0	3,000,000	0
4. Owner's Acquisition Costs				
Land	2,190,000			
Existing Improvements	21,049,696	21,049,696		
Subtotal 4:	\$23,239,696	\$21,049,696		
5. Total Development Costs				
Subtotal 1+2+3+4:	\$45,735,505	\$21,049,696	\$20,264,246	\$0

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

(Provide documentation at **Tab E**)

\$0	Land
\$0	Building

Maximum Developer Fee:

\$3,848,840

Proposed Development's Cost per Sq Foot	\$433	Proposed Cost by Sq Ft exceeds limit
Applicable Cost Limit by Square Foot:	\$390	
Proposed Development's Cost per Unit	\$308,162	Meets Limits
Applicable Cost Limit per Unit:	\$471,516	

P. ELIGIBLE BASIS CALCULATION

Item	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):			
	(A) Cost	"30 % Present Value Credit"		(D) "70 % Present Value Credit"
		(B) Acquisition	(C) Rehab/ New Construction	
1. Total Development Costs	45,735,505	21,049,696	20,264,246	0

2. Reductions in Eligible Basis

a. Amount of federal grant(s) used to finance qualifying development costs	0	0	0
b. Amount of nonqualified, nonrecourse financing	0	0	0
c. Costs of nonqualifying units of higher quality (or excess portion thereof)	0	0	0
d. Historic Tax Credit (residential portion)	0	0	0

3. Total Eligible Basis (1 - 2 above)

21,049,696	20,264,246	0
------------	------------	---

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

a. For QCT or DDA (Eligible Basis x 30%) <i>State Designated Basis Boosts:</i>	6,079,274	0
b. For Revitalization or Supportive Housing (Eligible Basis x 30%)	0	0
c. For Green Certification (Eligible Basis x 10%)		0

Total Adjusted Eligible basis

26,343,520	0
------------	---

5. Applicable Fraction

100.00000%	100.00000%	100.00000%
------------	------------	------------

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

21,049,696	26,343,520	0
------------	------------	---

7. Applicable Percentage

4.00%	4.00%	9.00%
-------	-------	-------

8. Maximum Allowable Credit under IRC §42 (Qualified Basis x Applicable Percentage)

\$841,988	\$1,053,741	\$0
-----------	-------------	-----

(Must be same as BIN total and equal to or less than credit amount allowed)

\$1,895,729 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 Financing			\$22,124,708	
2.	Arlington County Funds			\$8,057,225	
3.	Amazon HEF Funds			\$8,598,671	
Total Construction Funding:				\$38,780,604	

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 <i>(Whole Numbers only)</i>	Annual Debt Service Cost	Interest Rate of Loan	Amortization Period IN YEARS	Term of Loan (years)
1.	TE Perm			\$8,654,736	\$547,561	5.35%	35	35
2.	Arlington County Funds			\$8,057,225		0.00%		35
3.	Amazon HEF Funds			\$8,598,671		0.00%		35
4.								
5.								
6.								
7.								
8.								
9.								
10.								
Total Permanent Funding:				\$25,310,632	\$547,561			

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	\$22,124,708
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:

50.86%

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

FALSE

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

[Empty text box for listing financing and credit enhancements]

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

[Empty text box for other subsidies]

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

FALSE

R. EQUITY

1. Equity

a. Portion of Syndication Proceeds Attributable to Historic Tax Credit				
Amount of Federal historic credits	\$0	x Equity \$	\$0.000	= \$0
Amount of Virginia historic credits	\$3,204,734	x Equity \$	\$0.700	= \$2,243,314
b. Housing Opportunity Tax Credit Request (paired with 4% credit requests only)				
Amount of State HOTC	\$0	x Equity \$	\$0.000	= \$0
c. Equity that Sponsor will Fund:				
i. Cash Investment	\$0			
ii. Contributed Land/Building	\$0			
iii. Deferred Developer Fee	\$1,500,000	(Note: Deferred Developer Fee cannot be negative.)		
iv. 45L Credit Equity	\$0			
v. Other:	\$0			
ACTION: If Deferred Developer Fee is greater than 50% of overall Developer Fee, provide a cash flow statement showing payoff within 15 years at TAB A.				
Equity Total	<u>\$1,500,000</u>			

2. Equity Gap Calculation

a. Total Development Cost	\$45,735,505
b. Total of Permanent Funding, Grants and Equity	- <u>\$29,053,946</u>
c. Equity Gap	\$16,681,559
d. Developer Equity	- <u>\$1,669</u>
e. Equity gap to be funded with low-income tax credit proceeds	\$16,679,890

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	\$1,895,632.00		
ii. Equity Dollars Per Credit (e.g., \$0.85 per dollar of credit)	\$0.880		
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	\$1,895,442		
vi. Total to be paid by anticipated users of credit (e.g., limited partners)	\$16,679,890		
c. Syndication:	Select?		
d. Investors:	Select?		

4. Net Syndication Amount

Which will be used to pay for Total Development Costs	<u>\$16,679,890</u>
---	---------------------

5. Net Equity Factor

Must be equal to or greater than 85%	<u>87.9999818309%</u>
--------------------------------------	-----------------------

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>\$45,735,505</u>
2. Less Total of Permanent Funding, Grants and Equity	-	<u>\$29,053,946</u>
3. Equals Equity Gap		<u>\$16,681,559</u>
4. Divided by Net Equity Factor (Percent of 10-year credit expected to be raised as equity investment)		<u>87.9999818309%</u>
5. Equals Ten-Year Credit Amount Needed to Fund Gap		<u>\$18,956,321</u>
Divided by ten years		<u>10</u>
6. Equals Annual Tax Credit Required to Fund the Equity Gap		<u>\$1,895,632</u>
7. Maximum Allowable Credit Amount (from Eligible Basis Calculation)		<u>\$1,895,729</u>
8. Requested Credit Amount	For 30% PV Credit:	<u>\$1,895,632</u>
	For 70% PV Credit:	<u>\$0</u>
Credit per LI Units	<u>\$25,967.5616</u>	Combined 30% & 70% PV Credit Requested
Credit per LI Bedroom	<u>\$20,383.1398</u>	

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

T. CASH FLOW

1. Revenue

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

Total Monthly Rental Income for LIHTC Units		\$106,979
Plus Other Income Source (list):		\$2,425
Equals Total Monthly Income:		\$109,404
Twelve Months		x12
Equals Annual Gross Potential Income		\$1,312,848
Less Vacancy Allowance	7.0%	\$91,899
Equals Annual Effective Gross Income (EGI) - Low Income Units		\$1,220,949

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

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

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

3. Cash Flow (First Year)

a. Annual EGI Low-Income Units	\$1,220,949
b. Annual EGI Market Units	\$0
c. Total Effective Gross Income	\$1,220,949
d. Total Expenses	\$589,198
e. Net Operating Income	\$631,751
f. Total Annual Debt Service	\$547,561
g. Cash Flow Available for Distribution	\$84,190

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	1,220,949	1,245,368	1,270,275	1,295,680	1,321,594
Less Oper. Expenses	589,198	606,874	625,080	643,833	663,148
Net Income	631,751	638,494	645,195	651,848	658,447
Less Debt Service	547,561	547,561	547,561	547,561	547,561
Cash Flow	84,190	90,933	97,634	104,287	110,886
Debt Coverage Ratio	1.15	1.17	1.18	1.19	1.20

	Year 6	Year 7	Year 8	Year 9	Year 10
Eff. Gross Income	1,348,026	1,374,986	1,402,486	1,430,536	1,459,147
Less Oper. Expenses	683,042	703,533	724,639	746,378	768,770
Net Income	664,984	671,453	677,847	684,158	690,377
Less Debt Service	547,561	547,561	547,561	547,561	547,561
Cash Flow	117,423	123,892	130,286	136,597	142,816
Debt Coverage Ratio	1.21	1.23	1.24	1.25	1.26

	Year 11	Year 12	Year 13	Year 14	Year 15
Eff. Gross Income	1,488,330	1,518,096	1,548,458	1,579,427	1,611,016
Less Oper. Expenses	791,833	815,588	840,055	865,257	891,215
Net Income	696,497	702,508	708,403	714,170	719,801
Less Debt Service	547,561	547,561	547,561	547,561	547,561
Cash Flow	148,936	154,947	160,842	166,609	172,240
Debt Coverage Ratio	1.27	1.28	1.29	1.30	1.31

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: 2

Total Qualified Basis should equal total on Elig Basis Tab

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

Please help us with the process:
DO NOT use the CUT feature
DO NOT SKIP LINES BETWEEN BUILDINGS

Bldg #	BIN if known	NUMBER OF		Street Address 1	Street Address 2	City	State	Zip	30% Present Value Credit for Acquisition				30% Present Value Credit for Rehab / New Construction				70% Present Value Credit			
		TAX CREDIT UNITS	MARKET RATE UNITS						Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount
1.		51		1320 S. George Mason Drive		Arlington	VA	22204	\$14,705,952	12/01/26	4.00%	\$588,238	\$17,939,293	12/01/26	4.00%	\$717,572				\$0
2.		22		1212 S. Thomas Street		Arlington	VA	22204	\$6,343,744	12/01/26	4.00%	\$253,750	\$7,738,519	12/01/26	4.00%	\$309,541				\$0
3.																				\$0
4.																				\$0
5.																				\$0
6.																				\$0
7.																				\$0
8.																				\$0
9.																				\$0
10.																				\$0
11.																				\$0
12.																				\$0
13.																				\$0
14.																				\$0
15.																				\$0
16.																				\$0
17.																				\$0
18.																				\$0
19.																				\$0
20.																				\$0
21.																				\$0
22.																				\$0
23.																				\$0
24.																				\$0
25.																				\$0
26.																				\$0
27.																				\$0
28.																				\$0
29.																				\$0
30.																				\$0
31.																				\$0
32.																				\$0
33.																				\$0
34.																				\$0
35.																				\$0

73 0 If development has more than 35 buildings, contact Virginia Housing.

Totals from all buildings

\$21,049,696

\$841,988

\$25,677,812

\$1,027,112

\$0

\$0

Number of BINS: 2

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: 4202 13th Road S Owner, LLC

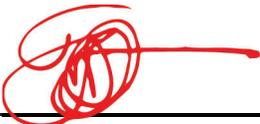
By: 
Its: Authorized Representative
(Title)

V. STATEMENT OF ARCHITECT

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

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

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

By:  _____

Its: Vice 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
Total:			0.00

1. READINESS:

a. Virginia Housing notification letter to CEO (via Locality Notification Information App)	Y	0 or -50	0.00
b. Local CEO Opposition Letter	N	0 or -25	0.00
c. Plan of development	N	0 to 10	0.00
d. Location in a revitalization area based on Qualified Census Tract	Y	0 or 10	10.00
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
Total:			10.00

2. HOUSING NEEDS CHARACTERISTICS:

a. Sec 8 or PHA waiting list preference	Y	0 or up to 5	5.00
b. Existing RD, HUD Section 8 or 236 program	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	0%	0, 20, 25 or 30	0.00
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
Total:			5.00

3. DEVELOPMENT CHARACTERISTICS:

a. Enhancements (See calculations below)			31.00
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	Y10	0, 10 or 20	10.00
g. Development will be Green Certified	Y	0 or 10	10.00
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	10.80
j. Historic Structure eligible for Historic Rehab Credits	N	0 or 5	0.00
Total:			61.80

4. TENANT POPULATION CHARACTERISTICS:

Locality AMI	State AMI
\$152,100	\$73,800

a. Less than or equal to 20% of units having 1 or less bedrooms	N	0 or 15	0.00
b. <plus> Percent of Low Income units with 3 or more bedrooms	0.00%	Up to 15	0.00
c. Units with rent and income at or below 30% of AMI and are not subsidized (up to 10% of LI units)	10.96%	Up to 10	10.00
d. Units with rents at or below 40% of AMI (up to 10% of LI units)	10.96%	Up to 10	10.00
e. Units in Higher Income Jurisdictions with rent and income at or below 50% of AMI	52.05%	Up to 50	50.00
f. Units in Higher Income Jurisdictions with rents <= 50% rented to tenants with <= 60% of AMI	52.05%	Up to 25	0.00
or g. Units in LI Jurisdictions with rents <= 50% rented to tenants with <= 60% of AMI	52.05%	Up to 50	0.00
Total:			70.00

5. SPONSOR CHARACTERISTICS:

a. Experienced Sponsor - 1 development in Virginia	N	0 or 5	0.00
b. Experienced Sponsor - 3 developments in any state	N	0 or 15	0.00
c. Developer experience - uncorrected life threatening hazard	N	0 or -50	0.00
d. Developer experience - noncompliance	N	0 or -15	0.00
e. Developer experience - did not build as represented (per occurrence)	0	0 or -2x	0.00
f. Developer experience - failure to provide minimum building requirements (per occurrence)	0	0 or -50 per item	0.00
g. Developer experience - termination of credits by Virginia Housing	N	0 or -10	0.00
h. Developer experience - exceeds cost limits at certification	N	0 or -50	0.00
i. Developer experience - more than 2 requests for Final Inspection	0	0 or -5 per item	0.00
j. Socially Disadvantaged Principal owner 25% or greater	Y	0 or 5	5.00
k. Management company rated unsatisfactory	N	0 or -25	0.00
l. Experienced Sponsor partnering with Local Housing Authority pool applicant	N	0 or 5	0.00
Total:			5.00

6. EFFICIENT USE OF RESOURCES:

a. Credit per unit		Up to 200	89.03
b. Cost per unit		Up to 100	69.28
Total:			158.31

7. BONUS POINTS:

a. Extended Use Restriction	35 Years	40 or 50	50.00
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
h. Zero Ready or Passive House certification from prior allocation	N	0 or 20	0.00
Total:			55.00

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

TOTAL SCORE: 365.11

Enhancements:

All units have:	Max Pts	Score
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	0.00
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	0.00
i. Bath Fan - Delayed timer or continuous exhaust	3	0.00
j. Baths equipped with humidistat	3	3.00
k. Cooking Surfaces equipped with fire prevention features	4	4.00
l. Cooking surfaces equipped with fire suppression features	2	0.00
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	1.00
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>31.00</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>
Total amenities:		<u>31.00</u>

X.

Development Summary

Summary Information

2024 Low-Income Housing Tax Credit Application For Reservation

Deal Name: Barcroft Apartments - Charlie 1

Cycle Type: 4% Tax Exempt Bonds Credits	Requested Credit Amount: \$1,895,632	
Allocation Type: Acquisition/Rehab	Jurisdiction: Arlington County	
Total Units: 73	Population Target: General	
Total LI Units: 73		
Project Gross Sq Ft: 52,012.00	Owner Contact: Anthony Startt	
Green Certified? TRUE		

Total Score
365.11

Source of Funds	Amount	Per Unit	Per Sq Ft	Annual Debt Service
Permanent Financing	\$25,310,632	\$346,721	\$487	\$547,561
Grants	\$0	\$0		
Subsidized Funding	\$0	\$0		

Uses of Funds - Actual Costs				
Type of Uses	Amount	Per Unit	Sq Ft	% of TDC
Improvements	\$10,030,658	\$137,406	\$193	21.93%
General Req/Overhead/Profit	\$1,393,362	\$19,087	\$27	3.05%
Other Contract Costs	\$1,739,823	\$23,833	\$33	3.80%
Owner Costs	\$6,331,966	\$86,739	\$122	13.84%
Acquisition	\$23,239,696	\$318,352	\$447	50.81%
Developer Fee	\$3,000,000	\$41,096	\$58	6.56%
Total Uses	\$45,735,505	\$626,514		

Total Development Costs	
Total Improvements	\$19,495,809
Land Acquisition	\$23,239,696
Developer Fee	\$3,000,000
Total Development Costs	\$45,735,505

Income	
Gross Potential Income - LI Units	\$1,312,848
Gross Potential Income - Mkt Units	\$0
Subtotal	\$1,312,848
Less Vacancy %	7.00%
Effective Gross Income	\$91,899
Effective Gross Income	\$1,220,949

Proposed Cost Limit/Sq Ft:	\$433
Applicable Cost Limit/Sq Ft:	\$390
Proposed Cost Limit/Unit:	\$308,162
Applicable Cost Limit/Unit:	\$471,516

Rental Assistance? FALSE

Unit Breakdown	
Supp Hsg	0
# of Eff	1
# of 1BR	51
# of 2BR	21
# of 3BR	0
# of 4+ BR	0
Total Units	73

Expenses		
Category	Total	Per Unit
Administrative	\$191,517	\$2,624
Utilities	\$153,788	\$2,107
Operating & Maintenance	\$76,650	\$1,050
Taxes & Insurance	\$145,343	\$1,991
Total Operating Expenses	\$567,298	\$7,771
Replacement Reserves	\$21,900	\$300
Total Expenses	\$589,198	\$8,071

	Income Levels	Rent Levels
	# of Units	# of Units
<=30% AMI	8	8
40% AMI	0	0
50% AMI	30	30
60% AMI	9	9
>60% AMI	26	26
Market	0	0

Cash Flow	
EGI	\$1,220,949
Total Expenses	\$589,198
Net Income	\$631,751
Debt Service	\$547,561
Debt Coverage Ratio (YR1):	1.15

Income Averaging? TRUE

Extended Use Restriction? 50

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	\$1,895,729
Credit Requested	\$1,895,632
% of Savings	0.01%
Sliding Scale Points	89.03

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	\$22,495,809	
Total Square Feet	52,012.00	
Proposed Cost per SqFt	\$432.51	
Applicable Cost Limit per Sq Ft	\$390.00	
% of Savings	-10.90%	
Total Units	73	
Proposed Cost per Unit	\$308,162	
Applicable Cost Limit per Unit	\$471,516	
% of Savings	34.64%	
Max % of Savings	34.64% Sliding Scale Points	69.28

Tab A:

Organizational Documents, developer fee agreement and Org Chart for this deal
(MANDATORY)

4202 13th ROAD S Owner, LLC (A Delaware Limited Liability Company)
Limited Liability Company Agreement
Dated as of July 16, 2024

LIMITED LIABILITY COMPANY
AGREEMENT OF
4202 13TH ROAD S OWNER, LLC

THIS LIMITED LIABILITY COMPANY AGREEMENT (this “Agreement”) of 4202 13th Road S Owner, LLC (the “Company”), is made and entered into as of July 16, 2024, by the undersigned sole member (the “Member”), pursuant to and in accordance with the Delaware Limited Liability Company Act (6 Del. C. § 18-101, et seq.), as amended from time to time (the “Act”).

1. Formation. An authorized person within the meaning of the Act, executed, delivered and filed the Certificate of Formation of the Company (the “Certificate”) with the Secretary of State of the State of Delaware under the name “4202 13th Road S Owner, LLC .” Upon execution of this Agreement, the powers of such authorized person ceased and the Member shall thereafter be designated as the authorized person within the meaning of the Act. The Member, an Authorized Person (as defined below), Officer (as defined below) or Managing Member (as defined below) shall execute, deliver and file, or cause to be executed, delivered and filed, any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business.

2. Name. The name of the Company shall be “4202 13th Road S Owner, LLC .” The Member may change the name of the Company from time to time. In any such event, the Member shall promptly file or cause to be filed in the Office of the Secretary of State of the State of Delaware an amendment to the Certificate reflecting such change of name.

3. Purpose. The purpose of the Company shall be to engage or participate in any lawful business activities (as determined by the Member) in which limited liability companies formed in the State of Delaware may engage or participate.

4. Powers. The Company shall have the power to do any and all acts reasonably necessary, appropriate, proper, advisable, incidental or convenient to or for the furtherance of the purpose and business described herein and for the protection and benefit of the Company.

5. Registered Office and Agent; Principal Place of Business. The name and address of the Company’s registered agent and its registered office in the State of Delaware is The Corporation Trust Company, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801. The principal place of business of the Company shall be located at such office as may be determined by the Managing Member from time to time. The Managing Member may change

such registered office, registered agent or principal place of business from time to time. The Company may from time to time have such other place or places of business within or outside the State of Delaware as may be determined by the Managing Member.

6. Term. The term of the Company commenced upon the filing of the Certificate and shall continue until the Company is dissolved by the Member.

7. Distributions. Distributions shall be made at such time or times as the Managing Member may determine. Notwithstanding any provision of this Agreement to the contrary, the Company shall not make a distribution to the Member on account of its interest in the Company if such distribution would violate Section 18-607 of the Act or other applicable law.

8. Management and Control.

(a) Powers and Duties of the Managing Member. Except to the extent otherwise expressly provided in this Agreement or required by the Act or other applicable law, the management, operation and control of the Company, its business and the assets of the Company shall be vested in the Managing Member. All powers of the Company for which approval by the Member to the exercise thereof is not expressly required by this Agreement, the Act or other applicable law, shall be exercised by, or under the authority of, and the business and affairs of the Company shall be managed by, or under the direction and control of, the Managing Member in a manner consistent with the terms, provisions and conditions of this Agreement and the Act. The Managing Member may appoint one or more officers (“Officer(s)”) or authorized persons (“Authorized Person(s)”) of the Company with such responsibilities and authority as delegated or otherwise authorized by the Managing Member and such appointment shall be evidenced as set forth on Exhibit A hereto, as such Exhibit A may be amended and updated from time to time. The acts of the Managing Member, any Officer or Authorized Person in carrying on the business and activities of the Company (and the management, operation and control thereof) as authorized herein shall bind the Company.

(b) Initial Managing Member. The Managing Member shall initially be 1130 S. George Mason Dr Res Owner, LLC, a Delaware limited liability company. Thereafter, the Member may designate a substitute Managing Member. The Managing Member may be referred to as the “Sole Member”, “Managing Member” or “Manager”.

(c) Removal. The Managing Member may be removed at any time by the Member, for or without cause. Such removal will be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of a Managing Member will not of itself create contract rights. The Managing Member may remove at any time, for or without cause, any Officer or Authorized Person.

9. Manager, Officer and Authorized Person Certifications. Any Person dealing with the Company may rely (without duty of further inquiry) upon a certificate issued by the Company that is signed by the Managing Member, any Officer, or Authorized Person as to any of the following: (a) the identity of any Member, Managing Member, Officer, Authorized Person or other agent of the Company; (b) the existence or nonexistence of any fact or facts which constitute(s) a condition precedent to acts by the Managing Member, Officer, Authorized Person, or the Members

or which is in any other manner germane to the affairs of the Company; (c) the person(s), legal entity, or legal entities authorized to execute and deliver any instrument or document of the Company; and (d) any act or failure to act by the Company or any other matter whatsoever involving the Company.

10. Limitation on Liability. Except as otherwise provided in the Act, the debts, obligations, and liabilities of the Company, whether arising in contract, tort, or otherwise, shall be solely the debts, obligations, and liabilities of the Company, and none of the Members, the Managing Member, Special Members. Officers or Authorized Persons shall be obligated personally for any such debt, obligation or liability solely by reason of being a Member, Managing Member, Special Members, Officer or Authorized Person of the Company.

11. Amendments. This Agreement may be modified or amended, or any provision hereof waived, only with the written consent of the Member.

12. Governing Law; Jurisdiction. All issues concerning this Agreement shall be governed by and construed in accordance with the laws of the State of Delaware (including, without limitation, the Act), without giving effect to any choice of law or conflict of law, provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the law of any jurisdiction other than the State of Delaware.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

SOLE MEMBER

4202 13th Road S Owner, LLC a Delaware limited liability company

By: 1130 S. George Mason Dr Res Owner, LLC,
a Delaware limited liability company,
its sole member

By: 1130 S. George Mason Dr PJV, LLC,
a Delaware limited liability company,
its sole member

By: LDP CAL I Operator, LLC,
a Delaware limited liability company,
its managing member

By: LDP Holdings LLC,
a Delaware limited liability company,
its sole member

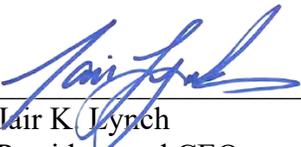
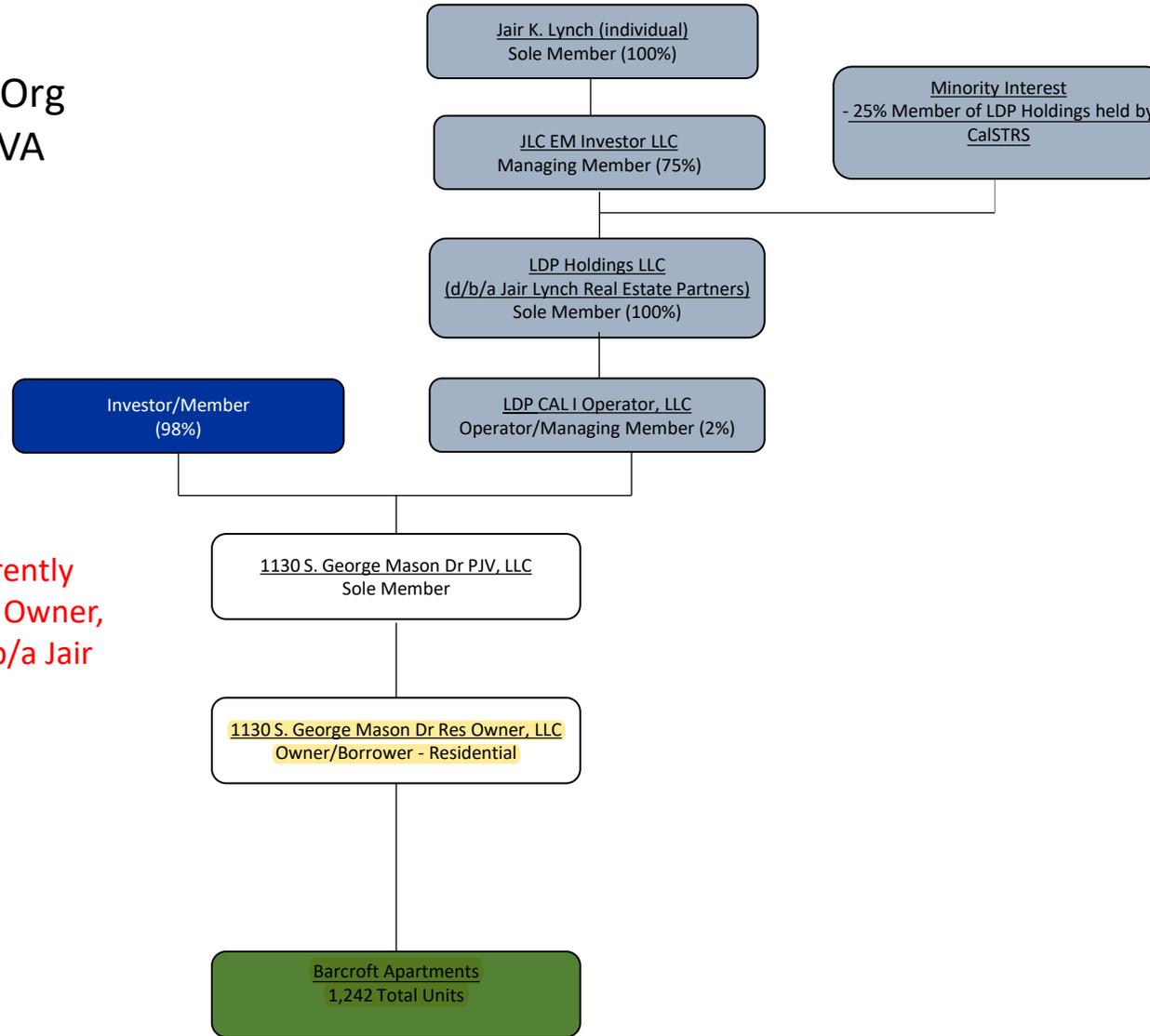
By: 
Name: Jair K. Lynch
Title: President and CEO

Exhibit A

List of Officers and Authorized Persons

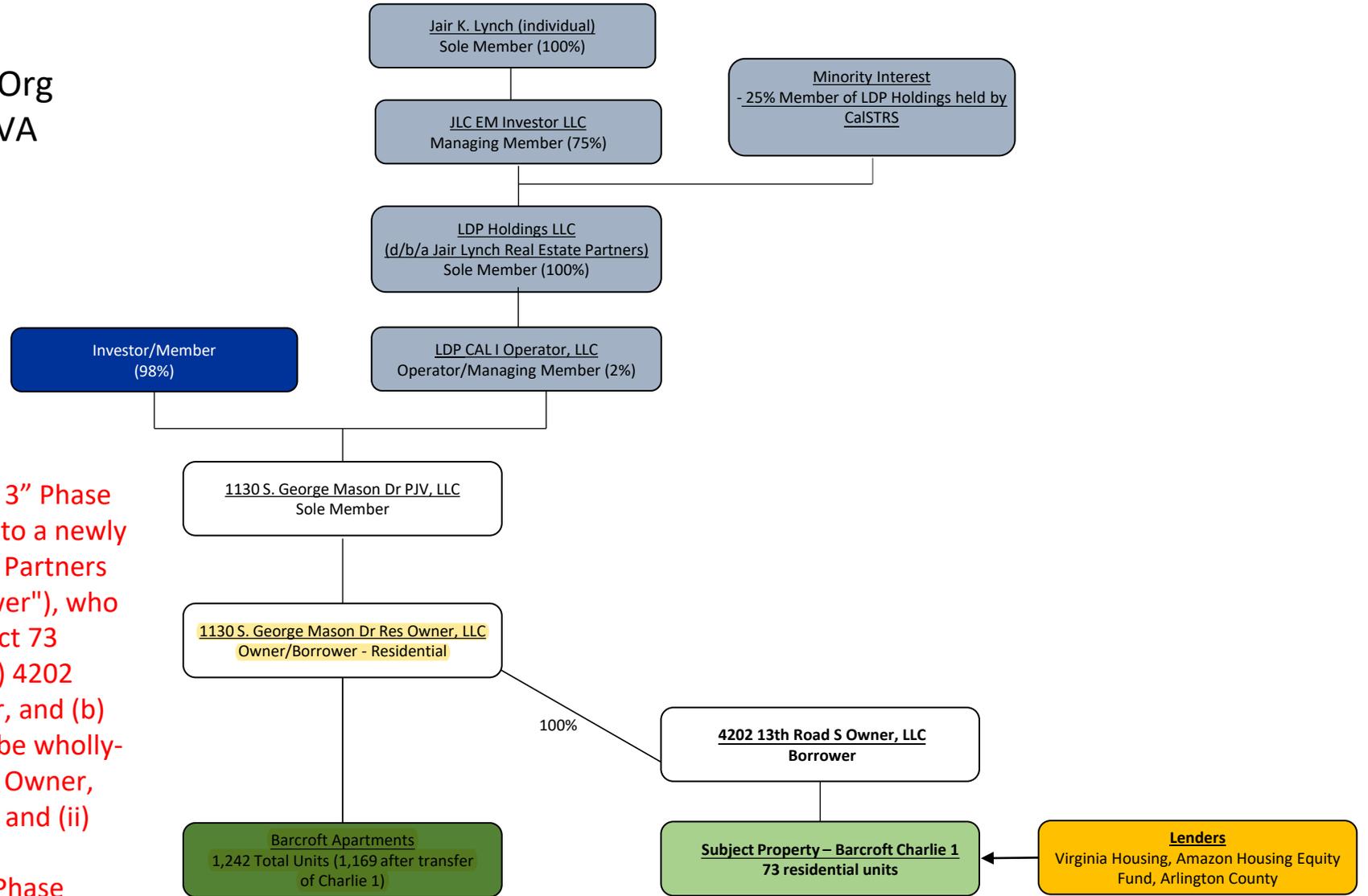
Name	Officer and Authorized Person Position/Title
Jair K. Lynch	Authorized Person, Authorized Signatory, President, Chief Executive Officer, CEO

Barcroft Apartments – Charlie 1 Org
 Chart 4202 13th Rd S Arlington, VA
 July 2024



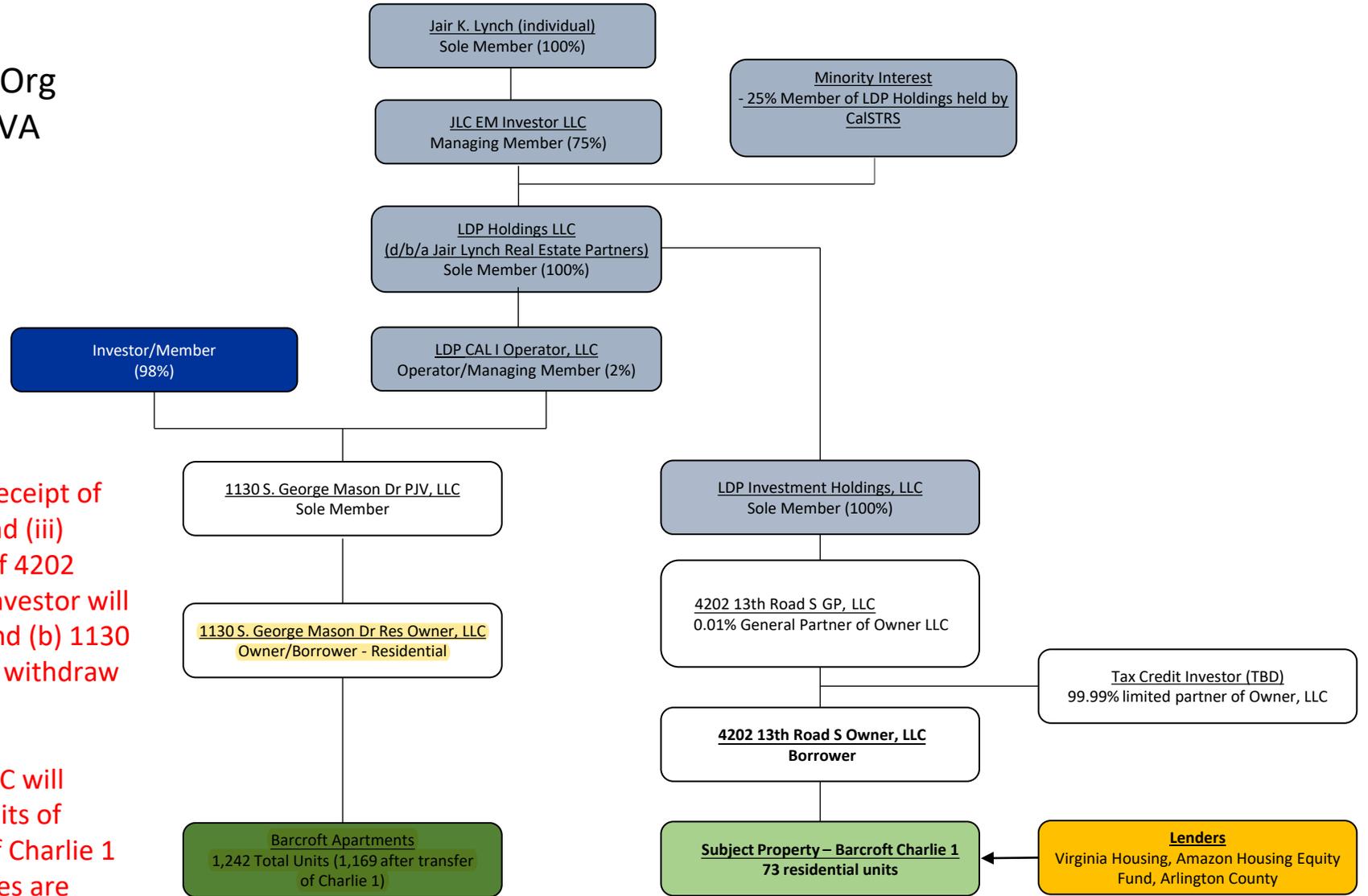
- Barcroft Apartments (1,242 units) is currently owned by 1130 S. George Mason Dr Res Owner, LLC, an affiliate of LDP Holdings, LLC (d/b/a Jair Lynch Real Estate Partners).

Barcroft Apartments – Charlie 1 Org
Chart 4202 13th Rd S Arlington, VA
July 2024

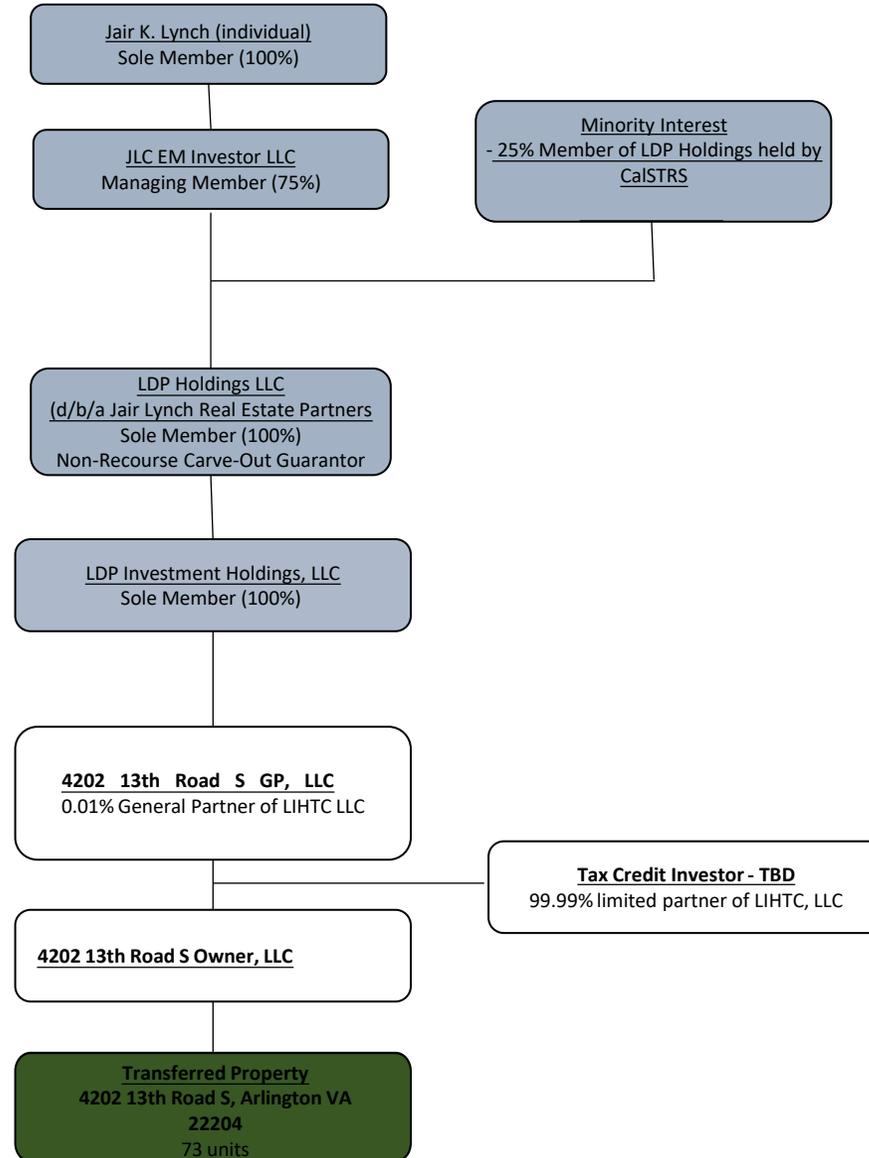


- Immediately prior to Closing, the “Alpha 3” Phase of Barcroft (73 units) will be transferred to a newly formed affiliate of Jair Lynch Real Estate Partners – 4202 13th Road S Owner, LLC ("Borrower"), who will perform the renovation of the subject 73 residential units Prior to admission of (a) 4202
- 13th Road S GP, LLC, the general partner, and (b) the tax credit investor, Borrower will (i) be wholly-owned by 1130 S. George Mason Dr Res Owner, LLC and be disregarded for tax purposes and (ii) obtain:
 - BINs for all buildings in Alpha 1 Phase
 - 42(m) Letter(s)
 - Bonds (issued)

Barcroft Apartments – Charlie 1 Org
Chart 4202 13th Rd S Arlington, VA
July 2024



- Following (i) issuance of the Bonds, (ii) receipt of BINs for all buildings in Alpha 1 Phase and (iii) receipt of the 42(m) Letter(s), (a) each of 4202 13th Road S GP, LLC and the tax credit investor will be admitted as members of Borrower and (b) 1130 S. George Mason Dr Res Owner, LLC will withdraw as a member of Borrower.
- 1130 S. George Mason Dr Res Owner, LLC will continue to own the remaining 1,169 units of Barcroft Apartments that are not part of Charlie 1 Phase until such time as additional phases are developed/syndicated.



Tab B:

Virginia State Corporation Commission Certification
(MANDATORY)

Commonwealth of Virginia



STATE CORPORATION COMMISSION

Richmond, June 18, 2024

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

4202 13th Road S owner, LLC

a limited liability company organized under the laws of Delaware and the said limited liability company is authorized to transact business in Virginia, subject to all Virginia laws applicable to the company and its business.



STATE CORPORATION COMMISSION

Attest:

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

Clerk of the Commission

Tab C:

Principal's Previous Participation Certification
(MANDATORY)



Previous Participation Certification Instructions:

The following certification:

- Must be completed, regardless of whether one or more Principals of the Applicant qualifies to receive points as an Experienced Sponsor.
- Must be signed by an individual who is, or is authorized to act on behalf of, the Controlling General Partner (if LP) or Managing Member (if LLC) of the Applicant, as designated in the partnership agreement or operating agreement. Virginia Housing will accept an authorization document, which gives signatory authorization to sign on behalf of the principals.
- Must be dated no more than 30 days prior to submission of the LIHTC Application.

Schedule A Instructions:

- List each Principal of the General Partner or Managing Member of the Owner that is a joint venture, partnership, limited liability company, corporation, nonprofit organization, trust, or any other public or private entity. List all individual Principals with an ownership interest in any entity within the direct chain of Principals maintaining managerial control over the General Partner or Managing Member of the Owner, except as follows:
- For Principals organized as a corporation (public or private), nonprofit organization, or governmental entity, list the names of any officers who are directly responsible to the Board of Directors (or equivalent) and any stockholder holding a 25% or more interest in said Principal.
- For Principals organized as a limited liability company with more than 100 individual members, list the names of any officers and any managing members responsible for managing the affairs of the company, along with the name of any individual member holding 25% or more interest in the Principal.
- For Principals organized as a trust, list the names of all trustees and any individuals possessing a 25% or more beneficial interest in the assets of the trust.

If none of the above applies, list the name of any person that directly or indirectly controls or has the power to control a principal.

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



Previous Participation Certification

Development Name: Barcroft Apartments - Charlie 1

Name of Applicant (entity): 4202 13th Road S Owner, LLC

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

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

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

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

1. All the statements made within this Certification are true, complete and correct to the best of my knowledge and belief and are made in good faith, including the data contained in Schedule A and any statements attached to this certification, and I will immediately alert Virginia Housing should I become aware of any information prior to the application deadline which may render my statements herein false or misleading.
2. During any time that any of the Participants were Principals in any multifamily rental property, no mortgagee of any such property declared a default under its mortgage loan or assigned it to the mortgage insurer (governmental or private); no such property was foreclosed upon or dispossessed pursuant to a deed-in-lieu of foreclosure; and no such property received mortgage relief from the mortgagee.
3. During any time that any of the Participants were Principals in an owner(s) of any multifamily rental property, no such owner(s) was determined to have breached any agreement related to the construction or rehabilitation, use, operation, management or disposition of the property, including removal from a partnership or limited liability company.
4. That at no time have any Participants listed in this certification been required to turn in a property to the investor or been removed from a multifamily rental property ownership structure.

5. There are no unresolved findings raised as a result of state or federal audits, management reviews or other governmental investigations concerning any multifamily rental property in which any of the Participants were Principals.
6. During any time that any of the Participants were Principals in any multifamily rental property, there has not been a suspension or termination of payments under any state or federal assistance contract for such property.
7. None of the Participants has been convicted of a felony and is not presently 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.
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 Virginia Housing employee.
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 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.
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 of the owner of 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.



Signature

Jair K. Lynch

Printed Name

July 10th 2024

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

Addendum to Tab C – Principal’s Previous Participation Certificate

- Exceptions to item 5 in the Previous Participation Certificate:

- At any given time, throughout the portfolio multifamily rental projects of the Principal, there may be unresolved general building code violations which may have inherited from prior owners or have been recently notified and are in the process of being addressed by property management.

- Exceptions to Item 6 in the Previous Participation Certificate:

- On an Individual basis not impacting the overall contract, there may have been instances where tenant payments were either suspended or terminated for tenant-driven non-compliance.

- Exceptions to Item 11 in the Previous Participation Certificate:

- 218 Vine Street NW, Washington, DC (aka Entwine Apartments) is a 129 unit LIHTC project (9%/4% twin deal). Construction was completed and Certificate of Occupancy was issued in early Spring 2023. The Final Cost Certification has been finalized and circulated to the requisite government Entities. The property is still pending the final loan reduction amount with DHCD.

Tab D:

List of LIHTC Developments (Schedule A)
(MANDATORY)

List of LIHTC Developments (Schedule A)



Development Name: Barcroft Apartments - Charlie 1
 Name of Applicant: 4202 13th Road S Owner, LLC

INSTRUCTIONS:

- 1 **1. A Schedule A is required for every individual that makes up the GP or Managing Member, except as follows:**
 - For Principals organized as a corporation (public or private), nonprofit organization, or governmental entity, you are only required to list the names of any officers who are directly responsible to the Board of Directors (or equivalent) and any stockholder holding a 25% or more interest in said Principal.
 - For Principals organized as a limited liability company with more than 100 individual members, you are only required to list the names of any officers and any managing members responsible for managing the affairs of the company, along with the name of any individual member holding 25% or more interest in the Principal.
 - For Principals organized as a trust, you are only required to list the names of all trustees and any individuals possessing a 25% or more beneficial interest in the assets of the trust.
- 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.

4202 13th Road S GP, LLC Controlling GP (CGP) or 'Named' Managing Member of Proposed property? Yes
 Principal's Name: 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								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								
21								
22								
23								
24								
25								
26								
27								
28								
29								
30								
31								
32								
33								
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.

1st PAGE TOTAL: 430 419 LIHTC as % of Total Units 97%

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: Barcroft Apartments - Charlie I
 Name of Applicant: 4202 13th Road S Owner, LLC

INSTRUCTIONS:

- 1 **1. A Schedule A is required for every individual that makes up the GP or Managing Member, except as follows:**
 - For Principals organized as a corporation (public or private), nonprofit organization, or governmental entity, you are only required to list the names of any officers who are directly responsible to the Board of Directors (or equivalent) and any stockholder holding a 25% or more interest in said Principal.
 - For Principals organized as a limited liability company with more than 100 individual members, you are only required to list the names of any officers and any managing members responsible for managing the affairs of the company, along with the name of any individual member holding 25% or more interest in the Principal.
 - For Principals organized as a trust, you are only required to list the names of all trustees and any individuals possessing a 25% or more beneficial interest in the assets of the trust.
- 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.

Jair K. Lynch Controlling GP (CGP) or 'Named' Managing Member of Proposed property? Yes
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"
1 Entwine Apartments - Phase I 218 Vine Street NW, Washington, DC	218 Vine Street NW Residential PJV, LLC 202-462-1092	Y	37	37	9/14/2022	Pending	N
2 Entwine Apartments - Phase II 218 Vine Street NW, Washington, DC	218 Vine Street NW Residential PJV - Phase 2, LLC 202-462-1092	Y	92	92	9/14/2022	Pending	N
3 Paul Laurence Dunbar Apartments 2001 15th Street NW, Washington, DC	Paul Laurence Dunbar Apartments, LP 202-462-1092	Y	171	171	6/30/2010	6/4/2013	N
4 3-Tree Flats 3910 Georgia Ave NW, Washington, DC	3910 Georgia Avenue Associates LP 1-A	N	130	119	2/25/2011	9/23/2011	N
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							
21							
22							
23							
24							
25							
26							
27							
28							
29							
30							
31							
32							
33							
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.

1st PAGE
TOTAL: 430 419 **LIHTC as % of**
 97% **Total Units**

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: Barcroft Apartments - Charlie 1
 Name of Applicant: 4202 13th Road S Owner, LLC

INSTRUCTIONS:

- 1 **1. A Schedule A is required for every individual that makes up the GP or Managing Member, except as follows:**
 - For Principals organized as a corporation (public or private), nonprofit organization, or governmental entity, you are only required to list the names of any officers who are directly responsible to the Board of Directors (or equivalent) and any stockholder holding a 25% or more interest in said Principal.
 - For Principals organized as a limited liability company with more than 100 individual members, you are only required to list the names of any officers and any managing members responsible for managing the affairs of the company, along with the name of any individual member holding 25% or more interest in the Principal.
 - For Principals organized as a trust, you are only required to list the names of all trustees and any individuals possessing a 25% or more beneficial interest in the assets of the trust.
- 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.

JLC EM Investor, LLC Controlling GP (CGP) or 'Named' Managing Member of Proposed property? Yes
 Principal's Name: Y or N

Development #	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	Entwine Apartments - Phase I 218 Vine Street NW, Washington, DC	218 Vine Street NW Residential PJV, LLC 202-462-1092	Y	37	37	9/14/2022	Pending	N
2	Entwine Apartments - Phase II 218 Vine Street NW, Washington, DC	218 Vine Street NW Residential PJV - Phase 2, LLC 202-462-1092	Y	92	92	9/14/2022	Pending	N
3	Paul Laurence Dunbar Apartments 2001 15th Street NW, Washington, DC	Paul Laurence Dunbar Apartments, LP 202-462-1092	Y	171	171	6/30/2010	6/4/2013	N
4	3-Tree Flats 3910 Georgia Ave NW, Washington, DC	3910 Georgia Avenue Associates LP 1-A	N	130	119	2/25/2011	9/23/2011	N
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								
21								
22								
23								
24								
25								
26								
27								
28								
29								
30								
31								
32								
33								
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.

1st PAGE
TOTAL: 430 419 **LIHTC as % of**
 97% **Total Units**

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: Barcroft Apartments - Bravo 1
 Name of Applicant: 4202 13th Road S Owner, LLC

INSTRUCTIONS:

- 1 **1. A Schedule A is required for every individual that makes up the GP or Managing Member, except as follows:**
 - For Principals organized as a corporation (public or private), nonprofit organization, or governmental entity, you are only required to list the names of any officers who are directly responsible to the Board of Directors (or equivalent) and any stockholder holding a 25% or more interest in said Principal.
 - For Principals organized as a limited liability company with more than 100 individual members, you are only required to list the names of any officers and any managing members responsible for managing the affairs of the company, along with the name of any individual member holding 25% or more interest in the Principal.
 - For Principals organized as a trust, you are only required to list the names of all trustees and any individuals possessing a 25% or more beneficial interest in the assets of the trust.
- 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.

LDP Holdings, LLC **Controlling GP (CGP) or 'Named' Managing** Yes
Principal's Name: **Member of Proposed property?*** 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 Entwine Apartments - Phase I 218 Vine Street NW, Washington, DC	218 Vine Street NW Residential PJV, LLC 202-462-1092	Y	37	37	9/14/2022	Pending	N
2 Entwine Apartments - Phase II 218 Vine Street NW, Washington, DC	218 Vine Street NW Residential PJV - Phase 2, LLC 202-462-1092	Y	92	92	9/14/2022	Pending	N
3 Paul Laurence Dunbar Apartments 2001 15th Street NW, Washington, DC	Paul Laurence Dunbar Apartments, LP 202-462-1092	Y	171	171	6/30/2010	6/4/2013	N
4 3-Tree Flats 3910 Georgia Ave NW, Washington, DC	3910 Georgia Avenue Associates LP 1-A	N	130	119	2/25/2011	9/23/2011	N
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							
21							
22							
23							
24							
25							
26							
27							
28							
29							
30							
31							
32							
33							
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.

1st PAGE
TOTAL: 430 419 **LIHTC as % of**
 97% **Total Units**

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: Barcroft Apartments - Charlie 1
 Name of Applicant: 4202 13th Road S Owner, LLC

INSTRUCTIONS:

- 1 **1. A Schedule A is required for every individual that makes up the GP or Managing Member, except as follows:**
 - For Principals organized as a corporation (public or private), nonprofit organization, or governmental entity, you are only required to list the names of any officers who are directly responsible to the Board of Directors (or equivalent) and any stockholder holding a 25% or more interest in said Principal.
 - For Principals organized as a limited liability company with more than 100 individual members, you are only required to list the names of any officers and any managing members responsible for managing the affairs of the company, along with the name of any individual member holding 25% or more interest in the Principal.
 - For Principals organized as a trust, you are only required to list the names of all trustees and any individuals possessing a 25% or more beneficial interest in the assets of the trust.
- 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.

LDP Investment Holdings, LLC **Controlling GP (CGP) or 'Named' Managing** Yes
Principal's Name: Member of Proposed property?* 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 Entwine Apartments - Phase I 218 Vine Street NW, Washington, DC	218 Vine Street NW Residential PJV, LLC 202-462-1092	Y	37	37	9/14/2022	Pending	N
2 Entwine Apartments - Phase II 218 Vine Street NW, Washington, DC	218 Vine Street NW Residential PJV - Phase 2, LLC 202-462-1092	Y	92	92	9/14/2022	Pending	N
3 Paul Laurence Dunbar Apartments 2001 15th Street NW, Washington, DC	Paul Laurence Dunbar Apartments, LP 202-462-1092	Y	171	171	6/30/2010	6/4/2013	N
4 3-Tree Flats 3910 Georgia Ave NW, Washington, DC	3910 Georgia Avenue Associates LP 1-A	N	130	119	2/25/2011	9/23/2011	N
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							
21							
22							
23							
24							
25							
26							
27							
28							
29							
30							
31							
32							
33							
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.

1st PAGE
TOTAL: 430 419 **LIHTC as % of**
 97% **Total Units**

ADD ADDITIONAL PROPERTIES USING NEXT TAB

Tab E:

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

OPTION TO PURCHASE

This Option to Purchase (this "*Agreement*"), effective as of July 16, 2024 ("*Effective Date*"), is made by and between 1130 S. George Mason Dr Res Owner, LLC, a Delaware limited liability company (the "*Optionor*"), and 4202 13th Road S Owner, LLC a Delaware limited liability company ("*Optionee*").

RECITALS

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

Therefore, the parties agree as follows:

AGREEMENT

1. **Grant of Option to Purchase.** In consideration of Optionor's receipt of \$10.00 from Optionee (which is hereby acknowledged), Optionor hereby grants to Optionee the exclusive right and option to purchase the Property (the "*Option*") at any time after the Effective Date and continuing until 5:00 p.m. on January 15, 2025 (the "*Option Expiration Date*").
2. **Recordation.** This Agreement shall not be recorded. All costs of transfer and such recordation will be borne by Optionee.
3. **Purchase Price.** The purchase price (as determined by an appraisal and allocation of the valuations determined in such appraisal) will be equal to \$23,239,696 (the "*Purchase Price*"). The Purchase Price shall be payable in cash or by promissory note bearing interest at the applicable federal rate.
4. **Eligible Basis.** Optionor purchased the Property as part of a larger transaction on December 29, 2021, which had a total purchase price of \$425,000,000 (the "*Prior Purchase Price*") as part of a plan to acquire, rehabilitate, construct, and operate approximately 1,335 housing units. Optionee will operate approximately 73 housing units at the Property. Based on the number of units at the Property, the Prior Purchase Price attributable to the Property is \$23,239,696 (the "*Allocated Prior Purchase Price*").
5. **Application of Consideration to Purchase Price.** If Optionee elects to purchase the Property under the terms and conditions of this Agreement, the consideration paid for the Option will not be applied to the purchase price.
6. **Exercise of Option.** Optionee may exercise the Option by giving Optionor written notice, signed by Optionee, on or before the Option Expiration Date.

7. **Proof of Title.** Optionor will, at Optionee's expense, furnish Optionee a policy of title insurance, written by a title insurer acceptable to Optionee, insuring the title to the Property on terms acceptable to Optionee.
8. **Failure to Exercise Option.** If Optionee does not exercise the Option in accordance with its terms and before the Option Expiration Date, the Option and the rights of Optionee will automatically and immediately terminate without notice. In the event Optionee fails to exercise the Option, the Optionor will retain the sum paid as consideration for the Option.
9. **Notices.** All notices provided for in this Agreement will be deemed to have been duly given if and when deposited in the United States mail with proper and sufficient postage affixed, properly addressed to the party for whom intended at the party's address listed above, or when delivered personally to such party.
10. **Binding Effect.** This Agreement will be binding upon and inure only to the benefit of the parties to it.
11. **Marketing.** Optionor shall not market the Property or enter into any contract or option to sell the Property prior to the Option Expiration Date.
12. **Contingencies.** Optionee's exercise of the Option is contingent upon the following, without limitation: (a) the Optionee determining the feasibility of the Property and the Improvements for development, (b) the Optionee obtaining financing for the development of the Property and the Improvements, including an allocation of tax credits from the Virginia Housing Development Authority, and (c) determinations satisfactory to the Optionee that the Property and Optionee's development plan meet all applicable governmental requirements, including without limitation any review and approvals that may be required pursuant to the National Environmental Policy Act ("**NEPA**") and related requirements under 24 CFR Parts 50 or 58, if applicable.

[signature pages follow]

[Counterpart Signature Page to Option to Purchase]

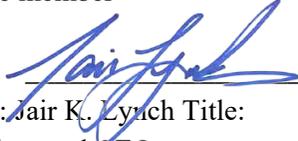
OPTIONOR:

1130 S. George Mason Dr Res Owner, LLC,
a Delaware limited liability company,

By: 1130 S. George Mason Dr PJV, LLC,
a Delaware limited liability company,
its sole member

By: LDP CAL I Operator, LLC,
a Delaware limited liability company,
its managing member

By: LDP Holdings LLC,
a Delaware limited liability company,
its sole member

By: 
Name: Jair K. Lynch Title:
President and CEO

[signature pages continue on next page]

OPTIONEE:

4202 13th Road S Owner, LLC ,
a Delaware limited liability company

By: 1130 S. George Mason Dr Res Owner, LLC,
a Delaware limited liability company,
its sole member

By: 1130 S. George Mason Dr PJV, LLC,
a Delaware limited liability company,
its sole member

By: LDP CAL I Operator, LLC,
a Delaware limited liability company,
its managing member

By: LDP Holdings LLC,
a Delaware limited liability company,
its sole member

By: 
Name: Jair K. Lynch
Title: President and CEO

Exhibit A to Option to Purchase

FEBRUARY 23, 2024

**DESCRIPTION OF
A PORTION OF
PROPERTY OF
1130 S. GEORGE MASON DR
RES OWNER, LLC
INSTRUMENT 20220100000183
ARLINGTON COUNTY, VIRGINIA**

Being a portion of the property of 1130 S. George Mason Dr Res Owner, LLC as recorded in Instrument No. 20220100000183 among the Land Records of Arlington County, Virginia, identified as Real Property Code (RPC) 27-002-006, and being more particularly described as follows:

Beginning for the same at a point lying on the northwesterly right of way line of South George Mason Drive (variable width public r/w), said point lying North 22°47'23" West, 24.52 feet from the northeasterly corner of Land Unit 1, Barcroft Land Condominium as recorded in Instrument No. 20230100014799 among the aforesaid Land Records; thence running with said Land Unit 1

1. North 22°47'23" West, 486.93 feet to a point; thence leaving aforesaid Land Unit 1, Barcroft Land Condominium (Inst 20230100014799) and running so as to cross and include a portion of the aforesaid property of 1130 S. George Mason Dr Res Owner, LLC (RPC 27-002-006) the following six (6) courses and distances
2. North 67°45'36" East, 183.85 feet to a point; thence
3. South 72°57'48" East, 41.24 feet to a point; thence
4. North 88°11'36" East, 63.69 feet to a point of curvature (non-tangent); thence
5. 82.28 feet along the arc of a curve to the right having a radius of 142.00 feet and a chord bearing and distance of South 14°47'31" West, 81.13 feet to a point of tangency; thence
6. South 31°23'27" West, 61.24 feet to a point; thence
7. South 58°07'51" East, 252.27 feet to a point of curvature (non-tangent) lying on the aforesaid the northwesterly right of way line of South George Mason Drive (variable width public r/w); thence running with said South George Mason Drive the following three (3) courses and distances
8. 137.32 feet along the arc of a curve to the right having a radius of 758.77 feet and a chord bearing of South 38°21'35" West, 137.13 feet to a point (non-tangent); thence
9. South 43°32'37" West, 166.18 feet to a point; thence
10. South 70°30'07" West, 49.54 feet to the point of beginning and containing 111,740 square feet or 2.56520 acres of land, more or less.

Q:\Projects\8340\8340U\CADD\SURVEYS\LEGAL DESCRIPTIONS\8340U RC1 Description.docx





CARLA DE LA PAVA, TREASURER
 ARLINGTON COUNTY, VIRGINIA
 2100 CLARENDON BLVD., SUITE 215
 ARLINGTON, VA 22201

First Installment Real Estate Bill
DUE DATE: 6/15/2024

RPC: 27001004
 1130 S GEORGE MASON DR RETAIL E OWNER LLC
 1400 16TH ST NW STE 430
 WASHINGTON DC 20036-2239

Date Issued: May 2, 2024
Letter ID: L0368369280
Account ID: RES-1001331079-07
Tax Year: 2024
Installment: 1 of 2

Real Estate Tax Information & Legal Description		Real Estate Tax Installment	
Total Assessment:	\$1,758,000.00	1 st Installment Tax:	\$10,178.82
Tax Rate:	1.158%	1 st Installment Credit:	\$0.00
Annual Tax:	\$20,357.64	5% Penalty if paid late:	\$508.94
Property Address: 4140 COLUMBIA PIKE PARC E 3 RESUB PARC E 2 RESUB PARC E ESTLER M PALMER PROP 22922 SQ FT		<p style="color: red;">A 5% late payment penalty will be applied to any balance (including Stormwater Utility Fee) not received or postmarked by the due date. An additional 5% penalty will be applied to any balance not received 30 days after the due date. Interest, at a 10% annual rate, is calculated daily beginning the day after the due date on any balance due.</p>	
For questions on your tax assessment, contact the Department of Real Estate Assessments (DREA) at assessments@arlingtonva.us or 703-228-3920, option 1.			

Stormwater Utility Fee Description		Stormwater Utility Fee	
Number of ERUs:	9.00	1 st Installment Fee:	\$1,161.00
Rate per ERU:	\$258.00	1 st Installment Credit:	\$0.00
Annual Fee:	\$2,322.00	5% Penalty if paid late:	\$58.05
Annual Credit:	\$0.00		
Equivalent Residential Unit (ERU) is the billing unit for the Stormwater Utility Fee. For questions related to the Stormwater Utility Fee and rate structure, please visit www.arlingtonva.us/stormwaterutility , email stormwaterutility@arlingtonva.us , or call 703-228-5577.			

Pay online at <https://capp.arlingtonva.us> **Balance Due by 6/15/2024: \$11,339.82**

Real Estate tax and the Stormwater Utility Fee are billed in two installments due June 15 and October 5. Payments must be received or postmarked by June 15 for the 1st installment and by October 5 for the 2nd installment in order to be on-time.
A pending appeal of your real estate assessment with DREA or the Board of Equalization, or a disputed Stormwater Utility Fee, does not change the tax due date. You must pay the full amount of the original assessment as billed by the due date to avoid late payment penalties and interest. If your assessment or Stormwater Utility Fee is revised and your tax bill is lowered, any overpayment will be refunded. View up-to-date Real Estate tax and Stormwater Utility Fee payment status by visiting <https://propertysearch.arlingtonva.us>.

For payment questions or assistance with CAPP, call 703-228-4000.

Please see reverse side for payment options and important information about late payment penalties.

Enclose this payment coupon if paying by check or money order.

Carla de la Pava
 Arlington County Treasurer
 2100 Clarendon Boulevard, Suite 201
 Arlington, VA 22201-5445

DUE DATE: 6/15/2024

DLN: L0368369280
 Bill Created: May 2, 2024
 Customer Number: 1001331079
 Balance Due: \$11,339.82
 Amount Enclosed: _____
 Media Number: 15838488322


 1130 S GEORGE MASON DR RETAIL E OWNER LLC
 1400 16TH ST NW STE 430
 WASHINGTON DC 20036-2239

PLEASE MAKE CHECK PAYABLE TO:

Arlington County Treasurer
 PO Box 1754
 Merrifield, VA 22116-1754

RES1001331079070615243PRD001133982

PAYMENT METHODS

Credit card, debit card, or check may be used for payment online or in person. - To pay online, use the Customer Assessment and Payment Portal (CAPP) at <https://capp.arlingtonva.us>. E-check payments are free of charge. NOTE: Credit and debit card, and advanced payment methods are subject to a convenience fee, charged directly to you by our service provider.

BY MAIL - Send check or money order (payable to Arlington County Treasurer) in the enclosed envelope to PO Box 1754, Merrifield, VA 22116-1754. Write your account number on your check and include the payment coupon from your bill. Tax payments must be received or postmarked by the due date to avoid late payment penalties.

24-HOUR DROP BOX - Check or money order only. We do not accept cash in the drop box. Make your check payable to Arlington County Treasurer. Write your account number on your check, use the enclosed envelope, and include the payment coupon from your bill. The drop box is located at the 2400 block of Clarendon Boulevard, on the driver's side near the corner of Adams Street.

IN PERSON - Payments are also accepted at:
2100 Clarendon Blvd. - Window 215
Arlington, VA 22201
Monday through Friday, from 8 a.m. to 5 p.m. (except holidays).

ONLINE BILL NOTIFICATION - Sign up for the Customer Assessment and Payment Portal (CAPP) to get email reminders, see online payment history, and view bills for real estate, personal property, business taxes, and more. To create a CAPP profile, go to <https://capp.arlingtonva.us> or call us at 703-228-4000, option 8.

AUTOMATIC BANK DEBIT (ABD) - Automatic payments are available monthly or on the due date for real estate taxes. For vehicle and business tangible taxes and/or Utilities, the debit will occur on the due date. ABD is available from checking accounts or from savings accounts if permitted by your financial institution. To enroll your accounts in ABD, please log in to your CAPP profile and click "Manage Automatic Payments."

Customers With a Mortgage - If you received this bill but maintain an escrow account with a mortgage company, please contact your mortgage company and forward this bill to them for immediate payment.

Taxpayer Assistance Program (TAP) - TAP helps Arlingtonians meet their tax obligations with pre-approved, short-term loans to cover their tax bills. For more information about this program visit our website at <https://www.arlingtonva.us/Government/Programs/Taxes/TAP> or call 703-228-4000 between 8 a.m. and 5 p.m. Monday through Friday (except holidays).

PENALTY: A 5% late payment penalty will be applied to any balance (including Stormwater Utility Fee) not received or postmarked by the due date. An additional 5% penalty will be applied to any balance not received 30 days after the due date. Interest, at a 10% annual rate, is calculated daily beginning the day after the due date on any balance due. **If you have appealed your real estate assessment and a revised tax bill is not available by the due date, you must pay the full amount of the original assessment as billed by the due date to avoid late payment penalties and interest. If your assessment is revised and your tax bill is lowered, any overpayment will be refunded by mail.**

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 _____ Grant Warner _____ 6/27/2024 _____

Signature _____  _____ RESNET Rater _____ Date _____

Resnet Provider Agency _____

Signature _____  _____

Provider Contact & Phone/Email _____

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 06.24.2024

Registry ID:

Ekotrope ID: L0V7YP3v

HERS® Index Score:

58

Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit www.hersindex.com

Annual Savings

\$722

*Relative to an average U.S. home

Home:

Arlington, VA 22204

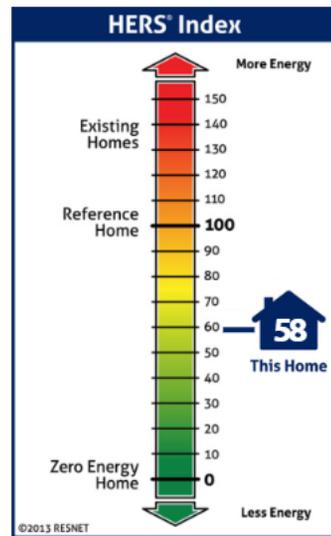
Builder:

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	6.3	\$208
Cooling	1.5	\$48
Hot Water	4.0	\$132
Lights/Appliances	9.7	\$321
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
Total:	21.5	\$800

This home meets or exceeds the criteria of the following:

2006 International Energy Conservation Code



Home Feature Summary:

Home Type:	Apartment, end unit
Model:	1Br ground
Community:	Barcroft RC1
Conditioned Floor Area:	757 ft ²
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 8.5 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 15.5 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.95 Energy Factor
House Tightness:	10 ACH50 (Adjusted Infiltration: 10.00 ACH50) 40 CFM (unmeasured) • 39.6 Watts (Default) • Supply Only
Ventilation:	Only
Duct Leakage to Outside:	30 CFM @ 25Pa (3.96 / 100 ft ²)
Above Grade Walls:	R-22
Ceiling:	Adiabatic, R-4
Window Type:	U-Value: 0.25, SHGC: 0.33
Foundation Walls:	N/A
Framed Floor:	N/A

Rating Completed by:

Energy Rater: Jacob Hauser MES
RESNET ID: 4496262

Rating Company: Southern Energy Management MES
5908 Triangle Drive

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



Jacob Hauser MES, Certified Energy Rater
Date: 6/28/24 at 9:39 AM

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 06.24.2024

Registry ID:

Ekotrope ID: vyJlZ5g2

HERS® Index Score:

63

Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit www.hersindex.com

Annual Savings

\$769

*Relative to an average U.S. home

Home:

Arlington, VA 22204

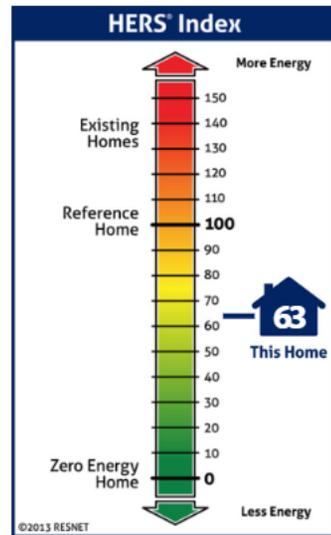
Builder:

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	8.2	\$269
Cooling	1.9	\$62
Hot Water	5.5	\$179
Lights/Appliances	11.4	\$375
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
Total:	27.0	\$975

This home meets or exceeds the criteria of the following:

2006 International Energy Conservation Code



Home Feature Summary:

Home Type:	Apartment, end unit
Model:	2Br ground
Community:	Barcroft RC1
Conditioned Floor Area:	941 ft ²
Number of Bedrooms:	2
Primary Heating System:	Air Source Heat Pump • Electric • 8.5 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 15 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.95 Energy Factor
House Tightness:	10 ACH50 (Adjusted Infiltration: 10.00 ACH50)
Ventilation:	40 CFM (unmeasured) • 53.27 Watts (Default) • Supply Only
Duct Leakage to Outside:	37 CFM @ 25Pa (3.93 / 100 ft ²)
Above Grade Walls:	R-22
Ceiling:	Adiabatic, R-4
Window Type:	U-Value: 0.25, SHGC: 0.33
Foundation Walls:	N/A
Framed Floor:	N/A

Rating Completed by:

Energy Rater: Jacob Hauser MES

RESNET ID: 4496262

Rating Company: Southern Energy Management MES
5908 Triangle Drive

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



Jacob Hauser MES, Certified Energy Rater
Date: 6/28/24 at 9:39 AM

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 06.24.2024
Registry ID:
Ekotrope ID: vDKE6mMd

HERS® Index Score:

63

Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit www.hersindex.com

Annual Savings

\$1,121

*Relative to an average U.S. home

Home:

Arlington, VA 22204

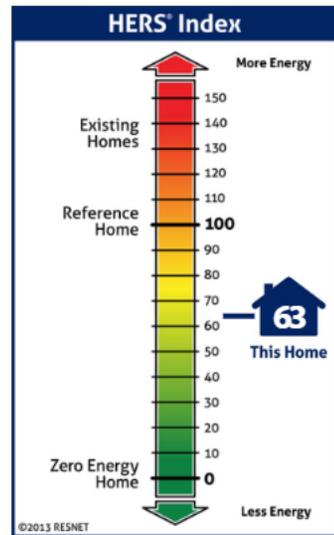
Builder:

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	13.2	\$418
Cooling	2.9	\$96
Hot Water	6.7	\$218
Lights/Appliances	15.0	\$488
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
Total:	37.9	\$1,310

This home meets or exceeds the criteria of the following:

2006 International Energy Conservation Code



Home Feature Summary:

Home Type:	Apartment, end unit
Model:	3Br ground
Community:	Barcroft RC1
Conditioned Floor Area:	1,593 ft ²
Number of Bedrooms:	3
Primary Heating System:	Air Source Heat Pump • Electric • 8.5 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 15 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.95 Energy Factor
House Tightness:	10 ACH50 (Adjusted Infiltration: 10.00 ACH50)
Ventilation:	40 CFM (unmeasured) • 81.68 Watts (Default) • Supply Only
Duct Leakage to Outside:	63 CFM @ 25Pa (3.95 / 100 ft ²)
Above Grade Walls:	R-22
Ceiling:	Adiabatic, R-4
Window Type:	U-Value: 0.25, SHGC: 0.33
Foundation Walls:	N/A
Framed Floor:	N/A

Rating Completed by:

Energy Rater: Jacob Hauser MES
RESNET ID: 4496262

Rating Company: Southern Energy Management MES
5908 Triangle Drive

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



Jacob Hauser MES, Certified Energy Rater
Date: 6/28/24 at 9:39 AM

Tab G:

Zoning Certification Letter (MANDATORY)

T. Zoning Certification

Zoning Certification

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

General Instructions:

1. The Zoning Certification **must** be submitted on locality's letterhead or professional civil engineer's letterhead.
2. The Local Certification section must be completed by the appropriate local official or Civil Engineer.
3. The Engineer **must** be registered in the Commonwealth of Virginia.
4. 'Development Description' should be provided by the Owner.
5. 'Development Address' should correspond to the application.
6. 'Legal Description' should correspond to the site control document in the application.
7. 'Proposed Improvements' should correspond with the application.
8. 'Other Descriptive Information' should correspond with information in the application.
9. Any change in this Certification may result in disqualification of the application.

If you have any questions, please call the Tax Credit Allocation Department at 804-343-5518.

Appendices continued

Zoning Certification

Date _____

To Virginia Housing
601 South Belvidere Street
Richmond, Virginia 23220
Attention: JD Bondurant

RE: ZONING CERTIFICATION

Name of Development _____

Name of Owner/Applicant _____

Name of Seller/Current Owner _____

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

Development Description:

Development Address

Legal Description

Proposed Improvements

- New Construction: _____ #Units _____ #Buildings _____ Approx. Total Floor Area Sq. Ft.
- Adaptive Reuse: _____ #Units _____ #Buildings _____ Approx. Total Floor Area Sq. Ft.
- Rehabilitation: _____ #Units _____ #Buildings _____ Approx. Total Floor Area Sq. Ft.

Appendices continued

Current Zoning: _____ allowing a density of _____ units per acre, and the following other applicable conditions:

Other Descriptive Information

Local Certification

Check one of the following as appropriate:

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

Date _____

Signature _____

Printed Name FRANKLIN E. JENKINS, LS, PE



Title of Local Official or Civil Engineer VICE PRESIDENT, VIKI VIRGINIA, LLC

Phone 703-442-7800 X 792

Notes to Locality

1. Return this certification to the developer for inclusion in the tax credit application package.
2. Any change in this form may result in disqualification of the application.
3. If you have any questions, please call the Tax Credit Allocation Department at 804-343-5518.

FEBRUARY 23, 2024

**DESCRIPTION OF
A PORTION OF
PROPERTY OF
1130 S. GEORGE MASON DR
RES OWNER, LLC
INSTRUMENT 20220100000183
ARLINGTON COUNTY, VIRGINIA**

Being a portion of the property of 1130 S. George Mason Dr Res Owner, LLC as recorded in Instrument No. 20220100000183 among the Land Records of Arlington County, Virginia, identified as Real Property Code (RPC) 27-002-006, and being more particularly described as follows:

Beginning for the same at a point lying on the northwesterly right of way line of South George Mason Drive (variable width public r/w), said point lying North 22°47'23" West, 24.52 feet from the northeasterly corner of Land Unit 1, Barcroft Land Condominium as recorded in Instrument No. 20230100014799 among the aforesaid Land Records; thence running with said Land Unit 1

1. North 22°47'23" West, 486.93 feet to a point; thence leaving aforesaid Land Unit 1, Barcroft Land Condominium (Inst 20230100014799) and running so as to cross and include a portion of the aforesaid property of 1130 S. George Mason Dr Res Owner, LLC (RPC 27-002-006) the following six (6) courses and distances
2. North 67°45'36" East, 183.85 feet to a point; thence
3. South 72°57'48" East, 41.24 feet to a point; thence
4. North 88°11'36" East, 63.69 feet to a point of curvature (non-tangent); thence
5. 82.28 feet along the arc of a curve to the right having a radius of 142.00 feet and a chord bearing and distance of South 14°47'31" West, 81.13 feet to a point of tangency; thence
6. South 31°23'27" West, 61.24 feet to a point; thence
7. South 58°07'51" East, 252.27 feet to a point of curvature (non-tangent) lying on the aforesaid the northwesterly right of way line of South George Mason Drive (variable width public r/w); thence running with said South George Mason Drive the following three (3) courses and distances
8. 137.32 feet along the arc of a curve to the right having a radius of 758.77 feet and a chord bearing of South 38°21'35" West, 137.13 feet to a point (non-tangent); thence
9. South 43°32'37" West, 166.18 feet to a point; thence
10. South 70°30'07" West, 49.54 feet to the point of beginning and containing 111,740 square feet or 2.56520 acres of land, more or less.

Q:\Projects\8340\8340U\CADD\SURVEYS\LEGAL DESCRIPTIONS\8340U RC1 Description.docx



Tab H:

Attorney's Opinion (MANDATORY)

July 16, 2024

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

RE: 2024 Tax Credit Reservation Request (30% present value credits to be paired with tax-exempt bonds)

Name of Development: Barcroft Apartments – Charlie 1
Name of Owner: 4202 13th Road S Owner, LLC

Dear Virginia Housing:

This undersigned firm represents the above-referenced Owner as its counsel. It has received a copy of and has reviewed the completed application package dated July 16, 2024 (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 satisfies all applicable requirements of the Code and Regulations.
4. The site of the captioned Development is controlled by the Owner, as identified in the Site Control section of the Application.
5. 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.

Klein Hornig LLP

By: 

Erik T. Hoffman
Its: Partner

Attorney's Opinion Letter – TAX EXEMPT
VERSION

(This Form Must Be Included With Application)

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

Date

To

July 16, 2024

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

RE: ~~RE:~~ 2024 Tax Credit Reservation Request (30% present value credits to be paired with tax-exempt bonds)

Name of Development: Barcroft Apartments – Charlie 1
Name of Owner: 4202 13th Road S Owner, LLC

Dear Virginia Housing:

This undersigned firm represents the above-referenced Owner as its counsel. It has received a copy of and has reviewed the completed application package dated July 16, 2024 (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.[Select One]~~

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

~~OR~~

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

~~3.[Select one]~~

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

~~OR~~

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

4. The site of the captioned Development is controlled by the Owner, as identified in the Site Control section of the Application.

~~5.[Delete if inapplicable] The type of the nonprofit organization involved in the Development is an organization described in Code Section 501(c)(3) or 501(c)(4) and exempt from taxation under Code Section 501(a), whose purposes include the fostering of low income housing.~~

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

5. ~~7.[Delete if inapplicable]~~ It is more likely than not that the representations made in the Rehab Information section of the Application form as to the Development's compliance with or exception to the Code's minimum expenditure requirements for rehabilitation projects are correct.

6. ~~8.[Delete if inapplicable]~~ After reasonable investigation, the undersigned has no reason to believe that the representations made under the Rehab Information (Ten-Year Rule)

section of the Application form as to the Development’s compliance with or eligibility for exception to the ten-year “look-back rule” requirement of Code §42(d)(2)(B) are not correct.

Finally, the undersigned is of the opinion that, if all information and representations contained in the Application and all current law were to remain unchanged, upon the placement in service of each building of the Development, the Owner would be eligible under the applicable provisions of the Code and the Regulations to an allocation of Credits in the amount(s) requested in the Application.

This opinion is rendered solely for the purpose of inducing the Virginia Housing Development Authority (“Virginia Housing”) to issue a reservation of Credits to the Owner. Accordingly, it may be relied upon only by Virginia Housing and may not be relied upon by any other party for any other purpose.

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

[Klein Hornig LLP](#)

Firm Name By: _____

[Erik T. Hoffman](#)

Its: [Partner](#)

Title

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)

Relocation Policy and Plan For Apartments) Residents

A. PURPOSE

This document represents 4202 13th Road S Owner, LLC's and Gates, Hudson & Associates, Inc. "Gates Hudson" Relocation Plan for Barcroft Apartments – Charlie 1. This document was prepared to inform Residents who will be temporarily or permanently relocated by the Barcroft Apartments – Charlie 1 renovation and to guide staff working with the Residents who will be temporarily relocated on relocation policies and procedures.

Owner:

4202 13th Road S Owner, LLC
1400 16th Street NW suite 430, Washington, DC 20036
Contact: Harrison Barton

Management Company:

Gates, Hudson & Associates, Inc.
3020 Hamaker Ct Ste 301, Fairfax, Virginia, 22031
Contact: Gina Ramos

B. PROJECT OVERVIEW AND SCOPE

Owner intends to use Low Income Housing Tax Credits (LIHTC) a mortgage loan to be determined, to acquire Apartments.

Owner plans to renovate the apartments in phases which will likely overlap one another to some degree and require coordination by the general contractor, sub-contractors and staff overseeing the renovation. The Scope of Work is defined on Exhibit A of this document. Renovations are planned to commence upon closing on the acquisition and the financing around December 2024. Renovation of all units is expected to be completed by the end of February 2026. These estimated start and completion dates may change depending on when the acquisition and financing closings occur. 4202 13th Road S Owner, LLC plans to renovate 79 units.

Following the completion of construction, units will be LIHTC units and will be occupied by households with incomes equal to or less than 60% of area median gross income (AMGI), as adjusted for family size, in accordance with the LIHTC and USDA-RD programs.

As a result of the renovation to be conducted at the property, some Residents of Barcroft Apartments – Charlie 1 will be temporarily or permanently relocated. All other units are expected to be renovated without the need to relocate Residents. Residents that will be temporarily or permanently relocated are entitled to assistance under this Relocation Plan, with the exception of those households that moved (or move) pursuant to a Notice to Quit and/or were (are) legally evicted or under an eviction process.

This Relocation Plan outlines the supportive services, counseling and relocation assistance offered to temporarily and permanently relocated Residents and the estimated timetables for relocation. All lease-compliant Residents that will be temporarily or permanently relocated will be counseled and provided relocation assistance in accordance with this Relocation Plan. Households which move prematurely (i.e. before the scheduled dates for relocation) may not have an opportunity to receive comprehensive relocation counseling offered under this Relocation Plan. This Relocation Plan is intended to meet the federal and state requirements relating to relocation (including, the VHDA Relocation Assistance Guidelines (copy attached)).

Residents must meet all applicable certification requirements. All relocation housing will be decent, safe, and sanitary and will comply with all applicable requirements.

C. PLANNED MEASURES TO MINIMIZE CONSTRUCTION IMPACT

With respect to units that will be remodeled with tenants in place, the following measures will be taken to minimize impact on the tenants: Tenants will be given advance notice of the day and type of work to be performed in their unit on a particular day. Work in units will begin no earlier than 8:00 am and end no later than 5:00 pm (unless there are extenuating circumstances). All work in a particular unit will be completed such that the tenant will have use of the unit by the end of each day. For example, when windows are replaced, each window that is removed will be re-installed or replaced on the same day that it is removed.

D. RELOCATION SCHEDULE

No Resident will be required to relocate until after they have received the proper notices as outlined in this Relocation Plan. However, Residents will have the opportunity to relocate earlier than the dates provided in the notices outlined in this Relocation Plan on a voluntary basis. Gates Hudson expects that most relocations will not be permanent relocations to a unit at Barcroft Apartments. Gates Hudson expects the temporary or permanent relocation to take place according to the following timeline (these dates may very well change based on closing on the tax credit financing, timing of voluntary relocations, if any, and the progress of the renovations):

- | | |
|----------------------|--|
| October 2024 | Gates Hudson staff to send written notice regarding relocation to tenants that will need to be temporarily or permanently relocated. |
| December 2024 | Move Residents to temporary locations. |

E. REGULATORY AUTHORITY

Virginia Housing Development Agency Relocation Assistance Guidelines

The policies and procedures regarding relocation in this Relocation Plan will be performed in compliance with Section 55-222 of the Code of Virginia and the VHDA “Relocation Assistance Guidelines” for Low Income Housing Tax Credits (please see the attached copy of these guidelines). This Relocation Plan follows these guidelines specifically regarding (1) relocation payments, (2) relocation assistance, (3) the 120-day notice to vacate period and (4) the full

communication of renovation and temporary relocation plans to all existing tenants that will be temporarily relocated by the renovation. Pursuant to VHDA guidelines, a Relocation Plan has been submitted to the Virginia Housing Development Authority, Multi-Family Development Division, to the attention of the Tax Credit Program Administrator.

F. MOVING COST REIMBURSEMENT

MRP's moving cost reimbursement to the Resident is limited to \$100.00 if either of the following applies:

- a. A Resident has minimal possessions and occupies a dormitory style room, or
- b. A Resident move is performed by an agency at no cost to the tenant.

If neither 'a' nor 'b' above applies, and the tenant opts to move his/her belongings, the reimbursement to the Resident may be based on one or a combination of the following:

1. Based on the Federal Highway Administration's Fixed Residential Moving Cost Schedule (see Virginia)
2. Based on Resident's actual reasonable moving and related expenses

The Fixed Residential Moving Cost Schedule includes moving costs and utility connection expenses and is based on the number of rooms of furniture, not the number of bedrooms per unit.

Resident's actual reasonable moving and related expenses are defined as

- i. The lower of two bids or estimates prepared by a commercial mover; or
- ii. Receipted bills for labor and equipment

Hourly labor rates should not exceed the rates paid by a commercial mover to employees performing the same activity and, equipment rental fees should be based on the actual rental cost of the equipment not to exceed the cost paid by a commercial mover.

Gates Hudson plans to move each Resident that needs to be temporarily or permanently relocated in which case the moving cost reimbursement amount to each such Resident will be limited to \$100 as set forth above.

G. ADVISORY SERVICES (PERMANENT RELOCATION)

If a Resident cannot return to Resident's original unit, then the Resident is considered to be "displaced" and the relocation is considered a "permanent relocation." It is anticipated that all Residents that need to be permanently relocated will be relocated to another unit within Barcroft Apartments. If a Resident is displaced, then Gates Hudson will provide the Resident with Advisory Services in addition to Moving Cost Reimbursement. Advisory Services include:

- Providing information about units available within the development
- Providing tenants with written information
- Providing appropriate translation and counseling for tenants who are unable to read and understand notices
- Communicating the name and telephone number of a contact person who can answer

- questions or provide other needed help
- Providing transportation for tenants needing to look at other housing, especially those who are elderly
- Giving special consideration for the needs of families with school age children
- Extending regular business hours, including evenings and weekends, so that tenants won't have to miss work
- Relocation counseling and assistance completing the necessary claim forms.

H. TEMPORARY RELOCATION

A Resident who is temporarily relocated is not “displaced if the Resident can return to the original unit (e.g. the unit occupied by the Resident). A Resident that is temporarily relocated is not eligible for Advisory Services as noted above; however, Gates Hudson

1. Guarantees that the Resident can return to Resident's same unit
2. Pays the Resident's moving costs to and from the temporary location (two moves) in accordance with the Moving Cost Reimbursement provision above

A temporarily relocated Resident may agree in writing to permanently relocate to (a) the unit which has been designated their temporary unit, if the Resident agrees to permanently relocate to the temporary unit, in which case the Resident will only be entitled to Moving Cost Reimbursement for the one move; or (b) another newly renovated unit, in which case the Resident will be entitle to Moving Cost Reimbursement for the two moves. Such written agreement will be kept by Gates Hudson in the Resident file.

Gates Hudson will contact any Resident who has been temporarily relocated for longer than one year and provide Advisory Services to that Resident in addition to the Moving Cost Reimbursement.

I. RELOCATION PROCEDURE

Duties and Responsibilities of Barcroft Apartments – Charlie 1 Residents

The Resident shall:

- Read the General Information Notice.
- Read, sign and return to Gates Hudson a copy of the signed Notice of Eligibility.
- Move upon notice during the specific time period, irrespective of any pending grievance related to relocation or continuing occupancy. However, Resident rights to a grievance will not be waived by such a move provided the grievance is filed prior to the move.
- Pack all belongings and prepare furniture and appliances for moving (**everything but furniture must be packed in boxes, taped and the top of the boxes must be flat**).
- Arrange with utility companies to have services transferred to the new dwelling, and to cover all associated arrearage as may be required.

- Prepare, disconnect and/or dismount all applicable appliances for moving. If a Resident household qualifies as elderly or disabled, and requests assistance in writing from Gates Hudson within 14 days of receiving its 30-day notice, Gates Hudson will provide the necessary moving assistance.
- Notify the US Postal Service, schools, other appropriate government agencies (Social Security, etc.), individuals, and companies of the change in address.
- Be ready to move all belongings on the specified date, and to be home and ready when the movers arrive.

Gates Hudson Staff

The Regional Manager and Property Manager as necessary shall:

- Plan moves and consider resident needs
- Secure safe, sanitary and descent apartments for all residents.
- Schedule moves/move-ins
- Schedule residents with mover according to schedule established. Obtain insurance on all stored belongings.
- Monitor, coordinate, document and maintain records of all relocation activity for Barcroft Apartments – Charlie 1 according to applicable regulations.
- Ensure that copies of Notices are signed by leaseholders, returned to Gates Hudson, and properly filed.
- Review and approve all requests for reimbursement of relocation expenses or allowable relocation payments, according to the Relocation Plan.
- Ensure that all households considered for relocation receive a General Information Notice and a copy of the Relocation Plan at the beginning of the planning process for the renovation project.
- Ensure that all households receive a written Notice of Eligibility for Relocation Assistance at least 120 days in advance of the deadline for being relocated, which outlines the assistance to which they are entitled.
- Ensure that a member of the Gates Hudson staff with relocation, and community and supportive services responsibilities meets with each household at least 30 days prior to the relocation deadline to discuss the relocation details and the household's needs.

The Property Manager and Maintenance Staff shall:

- Assure that all vacated units are cleaned out and secured immediately.
- Provide moving assistance for the elderly and disabled when requested as reasonable accommodation.
- Ensure other units are turned over quickly to facilitate the relocation.
- Receive a scope of work and become familiar with the scope to better answer residents questions. The Property Manager will assist with on-going inspections of construction underway.
- Upon construction completion, Property Manager, architect, construction manager, EarthCraft staff, VHDA staff, USDA-RD and other necessary personnel will perform an inspection and create a joint punch list.

The Regional Manager shall:

- Certify families that qualify for relocation assistance.
- Continue follow-up counseling through individual needs assessment.
- Initiate eviction proceedings for households that do not comply with the requirements of the Relocation Plan and related notices and instructions received in implementation of the plan.
- Determine eligibility using Verification Forms for the Low-Income Housing Tax Credit programs. Document total income of each household unless verification is on file that is less than three months old. Income from employment, military pay, social services, social security, pension, workers compensation, unemployment, child support, alimony/spousal support, self-employment and cash contribution.
- Work with all eligible Residents to get their receipts for utility hook-ups. All requests for reimbursement should be submitted within 45 days of the move. Residents should expect their check within 30 days.
- Receive a scope of work and become familiar with the scope to better answer residents questions.

J. APPEALS AND GRIEVANCES

If a leaseholder or individual disagrees with the determination of Gates Hudson concerning the relocation payment(s) or other relocation assistance for which the Resident is eligible, the Resident may file a written appeal with Gates Hudson according to Gate Hudson's Grievance Procedure. A household or individual may file an appeal with Gates Hudson in which the leaseholder believes that Gates Hudson has failed to:

- properly determine that the household or individual qualifies or will qualify (upon moving) as a temporarily relocated person who is eligible for relocation assistance

- properly determine the amounts of relocation payment(s) as required by this plan.

K. SPECIAL EVICTION POLICY

In addition to the causes for eviction outlined in the current lease and/or rules with Gates Hudson, a Resident's refusal to accept the reasonable offer of relocation housing made in accordance with this Relocation Plan will be determined to have caused a lease violation and may be the subject to an eviction action.

This eviction policy is necessary in order to ensure that Residents will comply with this Relocation Plan and thereby enable the renovation of Barcroft Apartments – Charlie 1 to proceed. This eviction policy will only be enforced for violations pertaining to the relocation effort; all other lease and occupancy violations will be handled under Gates Hudson's normal procedures. This policy should only be used as a last resort and every reasonable effort will be made to avoid eviction.

L. PROJECTED RENTS AND RENTAL POLICIES AFTER RENOVATION

After the renovation, income levels for tenants will be as follows: nine units at 30% AMI rents, twenty-nine units at 50% AMI rents, sixteen units at 60% AMI rents, eight units at 70% AMI rents, and seventeen at 80% AMI rents. All residents, as of the date of this Tenant Relocation Plan, who occupy units in Charlie 1 (“Current Residents”) and whose household income is less than 80% of AMI shall receive an annual rent increase that will be capped at 3.0% per year, not to exceed the corresponding rent level assigned to the particular unit (i.e. units that may be designated at other income levels such as 30%, 50%, 60% 70%, 80%, etc.) for as long as such resident remains at the property. All future residents of the project will be subject to the LIHTC rent limits for their respective units. Our estimated and proposed rents based on the exiting tenant base are shown in the chart below. All units within the project will continue to be eligible for rental assistance from USDA-Rural Development. All tenants will need to be timely re-certified and meet the income and rent restrictions applicable.

2 BR - 1 Bath	30% AMI	9	\$1,045.00
2 BR - 1 Bath	50% AMI	29	\$1,524.00
2 BR - 1 Bath	60% AMI	16	\$1,605.00
2 BR - 1 Bath	70% AMI	8	\$1,500.00
2 BR - 1 Bath	80% AMI	17	\$1,876.00

M. RECORDKEEPING

Good record keeping is necessary to carry out a sound, thorough and comprehensive relocation program. Gates Hudson shall keep records that comply with VHDA requirements and those necessary to insure that Residents that are temporarily or permanently relocated receive the services that are needed and required. This Relocation Plan will be located in plain sight in the office for Residents to review. All documentation related to relocation, including formal notices, bill receipts and canceled checks will be included in the applicable Resident’s files.

APPENDIX

1. Units That May Not Be Renovated With Tenants in Place
2. Notice of Intent to Acquire, General Information Notice and 120-Day Notice
3. VHDA Guidelines
4. Willingness to Move Early Form
5. Relocation 30-Day Notice (Temporary Relocation)
6. Relocation 30-Day Notice (Permanent Relocation)
7. Monthly Relocation Report

MANAGEMENT, LLC

_____, 20__

Resident of Barcroft Apartments – Charlie 1

Re: Notice of Intent to Acquire, General Information Notice, and 120-Day Notice

Dear _____,

This letter is a follow-up to the news letters in which you were notified that we are planning upcoming renovations to your home. 4202 13th Road S Owner, LLC intends to acquire and renovate the property you currently occupy, Apartments. MRP has applied for Low Income Housing Tax Credits and a construction loan and a mortgage loan from Virginia Housing to complete the acquisition and renovation. The renovation will include new kitchen cabinets and countertops, energy efficient appliances, windows, patio doors, and heating and air conditioning units. We will also be installing water conserving commodes and faucets. We will be improving the outside appearance with improved landscaping, re-paving the parking lots, and a new sign.

We plan to complete the renovations without moving you from your home. We will give everyone ample notice of all work to be done in each unit every day. Work will start each day at or after 8:00 am and will stop no later than 5:00 pm. The renovation process is expected to take about ten months from the start date. We will make sure that no one will be without the necessary accommodations during the renovation period.

However, you may need to temporarily or permanently move to another unit at Barcroft Apartments – Charlie 1. The earliest anyone will be required to move is April. Gates Hudson's staff will contact you to coordinate the planned moving date. Therefore, we urge you not to move at this time. However if you have already submitted a notice to move or have received a lease termination notice, you will **not** be eligible for relocation assistance. If you have received a 21-30 Day Notice of Lease Violation and Potential Lease Termination you may not be eligible for relocation assistance. If you do elect to move for reasons of your choice, you will **not** be eligible nor be provided relocation assistance. With the above exceptions, stay where you are. To

maintain your eligibility, you must continue to pay your usual rent and otherwise comply with the standard lease terms and conditions.

If we determine that you need to temporarily or permanently move, (i) you will be reimbursed for all reasonable moving expenses and reasonable related costs such as transfer fees for utility hook-ups and other related expenses in accordance with the Relocation Plan a copy of which is located in the Barcroft Apartments – Charlie 1 office; (ii) if you need to permanently move, you will receive relocation advisory services in accordance with the Relocation Plan, and (iii) you will receive written notice at least 30 days before the date when you must move stating (1) the specific date by which you are required to move, (2) the unit to which you will be relocated, (3) if applicable, the date on which the move-in inspection will be completed, and (4) if applicable, the date that you will receive keys to your unit. **You will not have to move earlier than 30 days after a comparable replacement dwelling is made available to you.**

After the renovation of your unit, you may then choose whether or not to move back into your original unit (unless you are no longer eligible for that particular unit) or another suitable, decent, safe and sanitary unit at Barcroft Apartments – Charlie 1. If your income makes you ineligible to remain in the completed project, under the new federal funding restrictions, we will move you to a comparable unit that meets your household needs and that complies with decent, safe and sanitary standards.

Your rent will remain the same until your lease renewal at which time you will need to be re-certified and your rent will be determined in accordance with VHDA requirements.

Please be advised that you should continue to pay your rent and meet any other obligations as specified in your lease agreement. Failure to do so may be cause for eviction. Should any resident's lease be terminated while living in their apartment at Barcroft Apartments – Charlie 1 during the renovations, he/she would **not** be eligible for relocation assistance. Should any resident's lease be terminated during the time residents are temporarily relocated in other apartments at Barcroft Apartments – Charlie 1, other Gates Hudson managed properties or other sites owned by another company, those residents would **not** be eligible to return to Barcroft Apartments – Charlie 1 once renovations have been completed.

As we continue with this project, you can rest assured that we will make every effort to accommodate your needs. You will be protected by the United States Department of Housing and Urban Development's (HUD) Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, as applicable. This assistance is more fully explained in the attached brochure, "Relocation Assistance to Tenants Displaced From Their Homes". Please review the attached Virginia Housing and Development Authority's (VHDA) "Relocation Assistance Guidelines." Please notice that some of the information related to purchasing a home and permanent relocation does not apply to this specific relocation situation. The information in the notices covers all types of relocation.

We cannot require you to move unless we make at least one comparable replacement dwelling available to you. You have the right to appeal if you believe that we did not properly evaluate your application for assistance.

NOTE: Pursuant to Public Law 105-117, aliens not lawfully present in the United States are not eligible for relocation assistance, unless such ineligibility would result in exceptional

and extremely unusual hardship to a qualifying spouse, parent, or child. All persons seeking URA relocation assistance will be required to certify that they are a United States citizen or national, or an alien lawfully present in the United States.

Caution:

Please remember, you must contact us before making any moving plans. We want to help you obtain all relocation benefits you qualify for. Additionally, we will make reasonable accommodations for persons with disabilities and provide language assistance for persons with limited English proficiency. Please let us know if you need auxiliary aides, written translation, oral interpretation, or other assistance in order to fully participate in the relocation process.

This notice does not establish your eligibility for relocation payments or assistance at this time. If we determine that the project will displace you and require you to vacate the premises, we will inform you in writing. If the proposed project does not proceed, or if we determine that the project will not displace you, we will notify you of that in writing.

Again, please do not move out before you receive definite guidance from us about your eligibility or ineligibility for relocation benefits. We will do everything we can to respect your rights under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, as applicable.

Please retain this letter for your records. We will contact you soon about relocation eligibility. If you have any questions about this notice or the proposed project, please contact our representative:

Sincerely,

Vice President

I _____, have received this Notice of Relocation.
(print name)

Resident Signature

Date

Staff Witness

Date

Barcroft Apartments – Charlie 1 Willingness to Move Early Relocation Form

I received the Notice of Intent to Acquire, General Information Notice, and 120-Day Notice letter concerning the renovation of Barcroft Apartments – Charlie 1 and the [temporary] [permanent] relocation of my household. I have reviewed the Relocation Plan and received a copy of the Virginia Housing Development Authority publication “*Relocation Assistance Guidelines.*” I attended a meeting on _____, 20____ with the property manager.

I understand due to the upcoming renovations of Barcroft Apartments – Charlie 1, I will be required to [temporarily] [permanently] move. By signing below, I agree to pack and be ready to move by the _____, 20____.

Tenant Name: _____

My current address is: _____

My [temporary] [permanent] address will be: _____

(this is the anticipated address as of ____/20____ and should it change property management staff will contact you prior to moving)

Tenant Signature

Date

Staff Signature

Date

MANAGEMENT, LLC

_____, 20____

Resident of Barcroft Apartments – Charlie 1

Re: 30-Day Notice to Move; By required move date
Temporary Relocation

Dear name of tenant,

On _____, 20____ we sent you a letter regarding Notice of Intent to Acquire, General Information Notice and 120-Day Notice for the acquisition and renovation of Apartments by 4202 13th Road S Owner, LLC. Virginia Housing and Development Authority (VHDA) has approved the project and the funding for it.

We have determined that you will need to temporarily relocate to another unit at Barcroft Apartments.

You must move from your current unit by _____.

We have identified the following comparable unit for you at Barcroft Apartments: _____. You will be able to move back into your original unit after the renovation is completed. Your rent will remain the same as it was for your original unit until the time of lease renewal.

Your move-in inspection is schedule to occur: _____

Please come by the office to get the key to your temporary unit on or after _____.

If you disagree with the estimated amount of relocation assistance or the comparability of the representative replacement dwelling you may file an administrative appeal to VHDA. We will provide contact information for the appeal to VHDA. For low-income persons and those unable to prepare a written appeal, or who require assistance in preparing an appeal, we shall provide such assistance and/or refer you to an appropriate third party who will provide such assistance at no cost to you.

In order to help you protect your rights and benefits in the relocation process, we will reasonably accommodate persons with disabilities and provide language assistance for persons with limited English proficiency. Please tell our representative if you need auxiliary aides, written translation, oral interpretation, or other assistance in order to fully participate in the relocation process.

If you have any questions about this letter or your eligibility for relocation assistance and payments, please contact relocation coordinator, [name], [title], at [phone], [address] before you make any moving plans. He/she will assist you with your move to a new home and help ensure that you preserve your eligibility for all relocation payments to which the law may entitle you.

NOTE: Pursuant to Public Law 105-117, aliens not lawfully present in the United States are not eligible for relocation assistance under the Uniform Relocation Action, unless such ineligibility would result in exceptional hardship to a qualifying spouse, parent, or child. All persons seeking relocation assistance will be required to certify that they are a United States citizen or national, or an alien lawfully present in the United States.

If you have any questions about this letter or your eligibility for relocation assistance and payments, please contact relocation counselor, [name], [title], at [phone], [address] before you make any moving plans. He/she will assist you with your move to a new home and help ensure that you preserve your eligibility for all relocation payments to which the law may entitle you.

Sincerely,

(Name and title) _____

Tenant Affidavit: I acknowledge and understand the contents of this letter.

Signature of Tenant

Unit Number

Date Signed

MANAGEMENT, LLC

_____, 20__

Resident of Barcroft Apartments – Charlie 1

Re: 30-Day Notice to Move; By required move date
Permanent Relocation

Dear name of tenant,

On _____, 20__ we sent you a letter regarding Notice of Intent to Acquire, General Information Notice and 120-Day Notice for the acquisition and renovation of Barcroft Apartments – Charlie 1 by 4202 13th Road S Owner, LLC. Virginia Housing and Development Authority (VHDA) has approved the project and the funding for it.

We have determined that you will need to permanently relocate to another unit at Barcroft Apartments

You must move from your current unit by _____.

We have identified the following comparable unit for you at Barcroft Apartments: _____. Your rent will remain the same as it was for your original unit until the time of lease renewal. Please contact us immediately if you believe this unit does not compare reasonably to your current home. We can explain our basis for selectin this dwelling as most representative of your current home and discuss your concerns.

Your move-in inspection is schedule to occur: _____

Please come by the office to get the key to your new unit on or after _____.

If you disagree with your designation as a displaced person, the estimated amount of relocation assistance, or the comparability of the representative replacement dwelling you may file an administrative appeal to VHDA. We will provide contact information for the appeal to VHDA. For low-income persons and those unable to prepare a written appeal, or who require assistance in preparing an appeal, we shall provide such assistance and/or refer you to an appropriate third party who will provide such assistance at no cost to you.

In order to help you protect your rights and benefits in the relocation process, we will reasonably accommodate persons with disabilities and provide language assistance for persons with limited English proficiency. Please tell our representative if you need auxiliary aides, written translation, oral interpretation, or other assistance in order to fully participate in the relocation process.

If you have any questions about this letter or your eligibility for relocation assistance and payments, please contact relocation coordinator, [name], [title], at [phone], [address] before you make any moving plans. He/she will assist you with your move to a new home and help ensure that you preserve your eligibility for all relocation payments to which the law may entitle you.

NOTE: Pursuant to Public Law 105-117, aliens not lawfully present in the United States are not eligible for relocation assistance under the Uniform Relocation Action, unless such ineligibility

would result in exceptional hardship to a qualifying spouse, parent, or child. All persons seeking relocation assistance will be required to certify that they are a United States citizen or national, or an alien lawfully present in the United States.

If you have any questions about this letter or your eligibility for relocation assistance and payments, please contact relocation counselor, [name], [title], at [phone], [address] before you make any moving plans. He/she will assist you with your move to a new home and help ensure that you preserve your eligibility for all relocation payments to which the law may entitle you.

Sincerely,

(Name and title)

Tenant Affidavit: I acknowledge and understand the contents of this letter.

Signature of Tenant

Unit Number

Date Signed

Exhibit A – Renovation Scope

The goal of the renovated interior scope is to provide a complete refresh of the space. The kitchen improvements will include new appliances, cabinets, countertops, plumbing fixtures, flooring, lighting, and new exterior vented exhaust. The bathroom improvements are to include a new vanity, new fixtures and accessories, new lighting, and new exterior vented exhaust. The most notable improvement to the space will be the addition of in-unit washers and dryers.

Where possible, the existing hardwood parquet floors will be refinished with a modern stain, and if the hardwoods are not salvageable a new luxury vinyl plank will be installed. Unit entry and interior doors will be replaced where the originals are beyond repair or non-compliant with VH regulations (bifold, sliding, and pocket doors are not allowed), and new window treatments will be installed. All units will receive a fresh coat of paint, and all common areas will receive new paint and flooring.

New mini-split HVAC systems will provide more reliable heating and air conditioning. Two non-ducted units will be installed in one-bedroom and smaller apartments, and one ducted system will be installed in two-bedroom and larger apartments. The current electrical systems will not handle the additional electrical loads added in the renovation, so new wiring, subpanels, submeters, and LED lighting will be provided throughout.

Tab K:

Documentation of Development Location:

Tab K.1

Revitalization Area Certification

Tab K.1

Revitalization Area Certification Information

OFFICE OF POLICY DEVELOPMENT AND RESEARCH (PD&R)

ABOUT PD&R RESEARCH & PUBLICATIONS DATASETS

2023 and 2024 Small DDAs and QCTs

Enter an Address, city, state or tract Go Select a State Select a County Go

Map Options : Clear | Reset | Full Screen

QCT Legend: — Tract Outline LIHTC Project 2023 Qualified Census Tracts

SADDA Legend: — FMR Boundary 2023 Small DDA Non Metro DDA

Hide the overview

The 2023 Qualified Census Tracts (QCTs) and Difficult Development Areas (DDAs) are effective January 1, 2023. The 2023 designations use data from the 2020 Decennial census. The designation methodology is explained in the federal Register notice published October 24, 2022

Map Options

- 15 Current Zoom Level
- Show Difficult Development Areas (Zoom 7+)
- Color QCT Qualified Tracts (Zoom 7+)
- Show Tracts Outline (Zoom 11+)
- Show FMR Outlines (Zoom 4+)
- Show LIHTC Projects (Zoom 11+)

Click here for full screen map

Select Year

- 2024
- 2023



Revitalization Area

General Instructions

Revitalization areas are defined in Virginia Code §36-55.30:2.A.

Designation

To qualify for revitalization area points, select one of the following (and provide adequate documentation):

1. The development is located in a Qualified Census Tract, as defined by HUD.
2. The development is located in a census tract wherein 70% or more of the families have incomes which are \leq 80% statewide median income. **NOTE:** these census tracts are included in the definition of targeted area for single-family lending purpose, but do not include ACEDS.
3. The development is located in an already established redevelopment area, conservation area or rehabilitation district created by a city or county, pursuant to §36-1 et seq. Documentation must show area boundaries and support that the development lies within those boundaries.
4. The development is located in a Housing Rehabilitation Zone established through an ordinance created by a city, county or town pursuant to §36-55.64. Documentation must include a copy of the ordinance with support that the development lies within the Rehabilitation Zone.
5. The development is located in a defined revitalization area. Documentation must include a resolution from the locality supporting the development's location within the revitalization area. See language below.

*The above-referenced development is located in a Revitalization Area in the Town/City/County of _____, Virginia. The revitalization area is (i) **either** (1) blighted, deteriorated, deteriorating or, if not rehabilitated, likely to deteriorate by reason that the buildings, improvements or other facilities in such area are subject to one or more of the following conditions- dilapidation, obsolescence, overcrowding, inadequate ventilation, light or sanitation, excessive land coverage, deleterious land use, or faulty or otherwise inadequate design, quality or condition, **or** (2) the industrial, commercial or other economic development of such area will benefit the city or county but such area lacks the housing needed to induce manufacturing, industrial, commercial, governmental, educational, entertainment, community development, healthcare or nonprofit enterprises or undertakings to locate or remain in such area; **and** (ii) private enterprise and investment are not reasonably expected, without assistance, to produce the construction or rehabilitation of decent, safe and sanitary housing and supporting facilities that will meet the needs of low and moderate income persons and families in such area and will induce other persons and families to live within such area and thereby create a desirable economic mix of residents in such area.*

Delete the language that does not apply, (i)(1) or (i)(2) above.

This deal does not require
information behind this tab.

Tab K.2

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

X. Proximity to Transportation Certification

Surveyor's Certification of Proximity to Transportation

General Instructions

- 1. This form must be included with the Application.
- 2. This Letter must be submitted under the Surveyor's or Engineer's Corporate Letterhead.
- 3. Any change in this form may result in a reduction of points under the scoring system.
- 4. If you have any questions, please call the Tax Credit Allocation Department 804-343-5518.

Date _____

To Virginia Housing
601 South Belvidere Street
Richmond, Virginia 23220

RE: 2023 Tax Credit Reservation Request

Name of Development _____

Name of Owner _____

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**

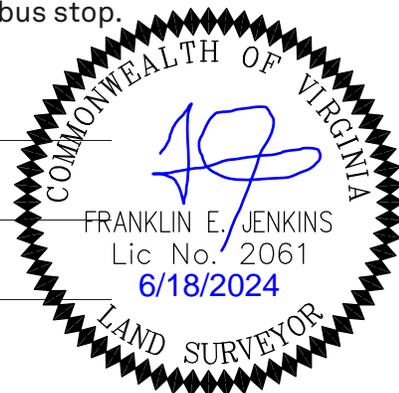
1,320 feet or ¼ mile of the nearest access point to an existing public bus stop.

Firm Name _____

By _____

Its _____

Title



Tab L:

PHA / Section 8 Notification Letter

PHA or Section 8 Notification Letter

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

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

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

PHA or Section 8 Notification Letter

Date 6/20/2024

To ATTN: Vanessa Street & Nicole Dula
Arlington County, HCV Program
2100 Clarendon Blvd, 3rd Floor, Arlington, VA

RE: Proposed Affordable Housing Development

Name of Development Barcroft Apartments - Charlie 1

Name of Owner 4202 13th Road S Owner, LLC

I would like to take this opportunity to notify you of a proposed affordable housing development to be completed in your jurisdiction. We are in the process of applying for federal low-income housing tax credits from Virginia Housing. We expect to make a representation in that application that we will give leasing preference to households on the local PHA or Section 8 waiting list. Units are expected to be completed and available for occupancy beginning on _____ (date).

The following is a brief description of the proposed development:

Development Address 4202 13th Road S, Arlington, VA

Proposed Improvements:

- New Construction: _____ #Units _____ #Buildings
- Adaptive Reuse: _____ #Units _____ #Buildings
- Rehabilitation: 73 #Units 2 #Buildings

Proposed Rents:

- Efficiencies: \$ _____ /month
- 1 Bedroom Units: \$ See Below /month
- 2 Bedroom Units: \$ See Below /month
- 3 Bedroom Units: \$ _____ /month
- 4 Bedroom Units: \$ _____ /month

Other Descriptive Information:

Units will be underwritten to 60% AMI.

PHA or Section 8 Notification Letter

We appreciate your assistance with identifying qualified tenants.

If you have any questions about the proposed development, please call me at (____) ____ - ____ .

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

Sincerely yours,

Name _____

Title _____

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

Seen and Acknowledged By Vanessa A. Street

Printed Name: Vanessa A. Street

Title Executive Director Housing Choice Voucher Program

Phone 703-228-1455

Date 6/24/2024

Tab M:

Intentionally Blank

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:

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

This deal does not require
information behind this tab.

Tab Q:

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

This deal does not require
information behind this tab.

Tab R:

Documentation of Utility Allowance calculation

06.24.2024 - Jair Lynch Real Estate Partners - Adam Wynn

Barcroft Apartments - Charlie 1 - Updated Utility Allowance Estimation - 4202 13th Road S Arlington, VA 22204

Adam,

Please find below an updated Utility Allowance (UA) for Barcroft Apartments in Arlington, VA. In order to estimate the electric utility use, we used RESNET standard approved software (Ekotrope and/or REM/Rate). Below is the projected electric utility allowance cost that represents the 'worst case' unit type (highest projected cost). The inputs used in the energy modeling were from the preliminary plans and attached assumptions of units meeting ENERGY STAR v3 standards. [Rates are pulled from their current listed schedules. A 5/8" meter is assumed for each apartment.](#) These charges assume the tenants are not responsible for natural gas water heating charges.

Unit Type	Electricity & Fuels	Water & Sewer (HUD)	Total UA (HUD + ekotrope)
1 Bedroom	\$64	\$74	\$138

Unit Type	Electricity & Fuels	Water & Sewer (HUD)	Total UA (HUD + ekotrope)
2 Bedroom	\$76	\$109	\$185

Unit Type	Electricity & Fuels	Water & Sewer (HUD)	Total UA (VHDA + ekotrope)
3 Bedroom	\$102	\$162	\$264

These figures are based on a set of assumptions that were needed to complete an initial assessment of development plans, as per *Appendix F – RESNET Rater Certification of Development Plans*, and will be revised accordingly as more detailed plans are developed. Should you have any questions do not hesitate to contact me.

Sincerely,
 Jacob Hauser - Energy & Data Analyst

Tab S:

Supportive House Certification and/or
Resident Well Being MOU

Tab T:

Funding Documentation

Tab U:

Acknowledgement by Tenant of the availability of Renter
Education provided by Virginia Housing



**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.

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): Jair K. Lynch

7/16/24

Date

Barcroft Apartments - Charlie 1

INTERNET SECURITY PLAN

The internet service at Barcroft Apartments - Charlie 1 will have a rotating password that is only accessible to residents. The network router will be located 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.



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

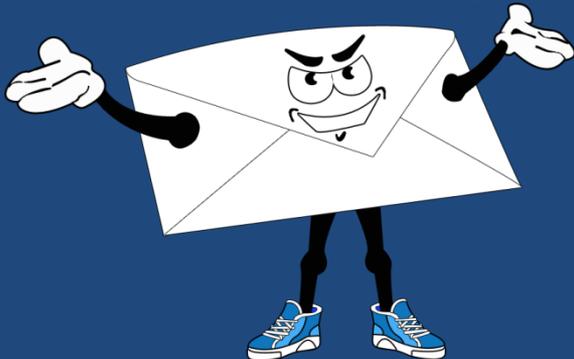
Spam



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/>



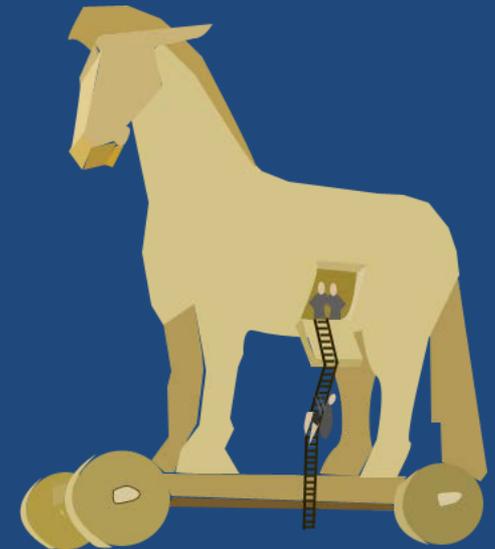
Trojan Horse

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. Kidzworld is moderated and its aim is to protect kids from unwanted requests and online bullying.
- Beware of people you don't know. If they are asking too many questions or being too friendly they may be up to no good.
- If someone asks you to send them a picture or sends you a picture or video that is inappropriate, tell an adult or report them to the site moderators.
- Don't give out personal information to strangers online
- Don't tell strangers where you live or give them your telephone number
- Don't send strangers pictures of you or others
- If you are being bullied or threatened online, tell an adult or someone you trust





Cyberbullying

- Cyberbullying is the **willful and repeated harm** inflicted through the use of computers, cell phones, and other electronic devices.
- Using PhotoShop or other tools to create harassing images.
- Posting jokes about another person on the internet
- Using the internet to entice a group to physically harm another person.
- Making threats online using IM, email, social networking sites, or other electronic devices.



Consequences of Cyberbullying

Anything that you write, pictures that you post, or videos that you upload can be used by your school to suspend you.

College students have been removed from their athletic teams and lost college funding for writing negative comments about their coach.

When applying to colleges, they will search online to see what kind of person you are. They can deny you access if they don't like what they find.

When businesses are looking at people to hire for a job they will many times use social media to see what kind of person they are. Mean or inappropriate type posts can prevent you from getting the job you desire.

Cyberbullying can also be considered a crime and participating in this type of behavior can land you in big trouble.

Consequences of Cyberbullying

- § 18.2-152.7:1. Harassment by Computer; Penalty makes cyberbullying a crime.
- Carries a \$2500 fine and punishable by up to **12 months in prison.**

There are many websites designed to inform and decrease the number of bullying cases we see each year. The U.S. Department of Health and Human Services has created a website with lots of resources to help combat bullying of all kinds - www.stopbullying.gov

If you experience cyberbullying or witness it, tell someone such as a school counselor, teacher, or a parent.





The Effects of Cyberbullying

- Victims feel depressed, sad, angry, and frustrated.
- Victims become afraid and/or embarrassed to attend school.
- Can lead to low self-worth, family problems, academic problems, school violence, and bad behavior.
- Victims can also develop thoughts of killing themselves and possibly act on these feelings.
- There are no positive effects of cyberbullying, only pain and suffering for the victims.
- The affects of being bullied can affect the victim into adulthood and prevent them from being all they can be in the future.



Dealing with Cyberbullying

- Never do the same thing back, 2 wrongs don't make a right
- Tell them to stop
- Block their access to you
- Report it to the site you are on such as Facebook or Twitter
- NEVER pass along messages from cyberbullies, stop the spread of this behavior
- Set up privacy controls and keep the bully out of your friends list
- Don't be a cyberbully yourself
- If you witness someone getting bullied, tell someone so it can be stopped. Many times the person being bullied won't tell out of fear.
- Spread the word that bullying is not cool
- Don't laugh or encourage the bully, it is not funny and it can lead to major trouble for the person doing the bullying.



About Sexting



“Sexting” is when someone sends or receives sexually explicit or non-PG Rated pictures or video electronically, mainly via cell phones or tablets.

The numbers on how many teens say that they have sent/posted nude or semi-nude pictures or videos of themselves is upsetting.

20% of teens between 13 to 19 years of age have engaged in sexting.

22% of teen girls

18% of teen boys

11% of teen girls between 13 to 16 years of age have engaged in sexting.

Did you know that if you forward a picture of a sexual or nude photo of someone underage, you are as responsible for the image as the original sender?? You can be charged with a crime.

Many teens don't realize that if you send a picture of yourself that is inappropriate and that picture ends up online, it could be there forever. You can never fully delete things that end up on the web.



About Sexting



There is no age minimum that protects young people from getting charged with a sexual offense.

Something that you think is okay or just a joke, might land you in a ton of trouble. For example, you might take a picture of your friend naked to embarrass them, but if they are under the age of 18, this is considered production of child pornography.

If you are sent something inappropriate, do not share it and don't delete it. Tell an adult immediately. You may feel like you are getting your friend into trouble, but you are protecting yourself and you are protecting them. They may not be thinking about the consequences or the effect this behavior can have on their future.

Anyone that gets convicted of a sex offense, will have to register as a sex offender. Sex offenders have to keep their address updated and keep a current photo with the police. The information goes on the sex offender registry where anyone can go and see your picture and where you live online.

REMEMBER: You can't control what other people do with your photos. Even if you think you are sending it to someone you can trust, they may end up surprising you. You can't trust anyone with something as private as that. Don't Do It!

Legal Consequences of Sexting

- The Virginia Department of Education has an excellent resource with real life examples of the consequences of sexting that can be found [here](#).
- The Attorney General's Virginia Rules website is designed to give Virginia Youth information on all the laws in the state. [Virginia Rules](#) has extensive information on sexting and other internet security risks.
- This article in The Virginian-Pilot tells a story of five Virginia teens getting charged with felonies for sexting and being in possession of sexually explicit photos of a minor, read more about it [here](#).



Information Provided By:
Office of the Attorney
General

202 North Ninth Street
Richmond, Virginia 23219

(804) 786-2071

www.ag.virginia.gov

Tab X:

Marketing Plan for units meeting accessibility
requirements of HUD section 504

This deal does not require
information behind this tab.

Tab Y:

Inducement Resolution for Tax Exempt Bonds

RESOLUTION OF OFFICIAL INTENT OF THE INDUSTRIAL DEVELOPMENT
AUTHORITY OF ARLINGTON COUNTY, VIRGINIA IN CONNECTION WITH
THE EXPECTED ISSUANCE AND SALE OF REVENUE BONDS FOR BARCROFT
APARTMENTS

WHEREAS, the Industrial Development Authority of Arlington County, Virginia (the "Authority") is a political subdivision of the Commonwealth of Virginia, established pursuant to the Industrial Development and Revenue Bond Act, Title 15.2, Chapter 49, Code of Virginia of 1950, as amended (the "Act"), and is authorized thereby to issue its revenue bonds from time to time to carry out any of its powers within the meaning of the Act; and

WHEREAS, pursuant to and in accordance with the Act, the Authority currently reasonably expects to issue and sell its revenue bonds, in one or more series, at one time or from time to time, in an aggregate principal amount currently not expected to exceed \$275,000,000 (the "Revenue Bonds"); and

WHEREAS, if issued, the proceeds of the Revenue Bonds are currently expected to be used to finance or refinance certain costs associated with the acquisition, rehabilitation and/or equipping of affordable residential rental apartments consisting of approximately 1,334 units in approximately 50 buildings in 9 sections of an existing residential rental development currently known as Barcroft Apartments and located at 1130 S. George Mason Drive in Arlington County, Virginia (the "County"), in one or more redevelopment phases (each, a "Project" and together, the "Projects"); and

WHEREAS, the Projects are currently expected to be owned by one or more affiliates of LDP Holdings LLC (d/b/a Jair Lynch Real Estate Partners) (each, an "Owner" and together, the "Owners").

NOW, THEREFORE, IT IS RESOLVED AND DECLARED by the Authority that:

1. If issued, the issuance and sale of the Revenue Bonds will serve a valid public purpose under the Act by promoting safe and affordable housing in the Commonwealth of Virginia (the "Commonwealth") and thereby benefiting the safety, health, welfare and prosperity of the inhabitants of the Commonwealth.

2. If issued, the Revenue Bonds will be limited obligations of the Authority and payable only from the revenues and security pledged therefor by or on behalf of the Projects and the Owners pursuant to one or more trust indentures or other agreements pursuant to which the Revenue Bonds may be issued. As required by the Act, the Revenue Bonds shall not be a debt of the County or the Commonwealth or any other political subdivision thereof and neither the County nor the Commonwealth nor any other political subdivision thereof will be liable thereon, nor in any event shall the Revenue Bonds be payable out of any funds other than those received by the Authority from the Owners, the Projects or other revenues or security pledged therefor. The Revenue Bonds

shall not constitute an indebtedness of the Authority within the meaning of any constitutional or statutory debt limitation or restriction. Neither the faith and credit nor the taxing power of the County, the Commonwealth nor any other political subdivision thereof will be pledged to the payment of the principal of the Revenue Bonds or the interest thereon or any other costs incident thereto. The Authority has no taxing power. All fees, costs and expenses (including, but not limited to, the Authority's administrative fees and expenses and the fees and expenses of the Authority's bond counsel) associated with the Revenue Bonds shall be payable by the Owners and/or the revenues of the Projects and the Authority shall have no liability therefor. The Owners shall indemnify and hold the Authority harmless for all costs and claims associated with the Revenue Bonds. No director of the Authority nor any person executing the Revenue Bonds shall be personally liable thereon.

3. By this Resolution, the Authority declares its official intent for purposes of Treasury Regulation Sections 1.150-2(d) and (e) that, pending any issuance of the Revenue Bonds, the Owners may and are reasonably expected to pay or finance certain capital and other expenditures of the Projects with their own funds or other funds, which expenditures may and are reasonably expected to be reimbursed with the proceeds of the Revenue Bonds, provided that: (a) the Revenue Bonds shall not be used to reimburse any expenditure paid more than 60 days prior to the date hereof; and (b) no reimbursement shall be made more than 18 months after the later of: (i) the date the expenditure is paid; or (ii) the date the applicable Project rehabilitations are placed in service (subject to the 3 year limitation or the 5 year limitation described in such Section 1.150-2(d), as may be applicable); except that the foregoing requirements of this paragraph 3 shall not apply to any qualified "preliminary expenditures", as permitted by Treasury Regulation Section 1.150-2(f), any allocations to pay principal or interest on a prior obligation or to reimburse an expenditure paid by a prior obligation, as permitted by Treasury Regulation Section 1.150-2(g), or any other expenditure or allocation permitted by applicable federal tax law.

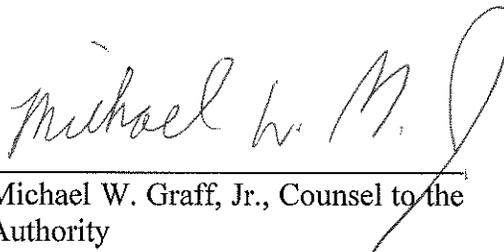
4. This Resolution shall take effect immediately upon its adoption.

5. This Resolution declares the Authority's current reasonable expectations with respect to the Owners' reimbursement of Project expenditures from the proceeds of the Revenue Bonds, but does not constitute a binding obligation or commitment by the Authority to actually issue the Revenue Bonds. Any issuance of the Revenue Bonds will be subject to a number of conditions precedent, including, but not limited to, receipt, review and approval by the Authority, its staff and its bond counsel of one or more complete revenue bond applications and confirmation of all required governmental approvals (following public notice and/or hearings, as applicable) of the Authority, the County and—with respect to volume cap allocations for the Revenue Bonds—the Commonwealth.

CERTIFICATE

The undersigned counsel to the Authority hereby certifies that the foregoing is a true, correct and complete copy of a resolution and declaration duly adopted by a majority of the directors of the Authority present and voting at a meeting duly called and held on February 17, 2022, at which meeting a quorum of directors was present, and that such resolution and declaration has not been repealed, revoked, rescinded or amended, but is in full force and effect on the date hereof.

WITNESS my hand as of February 17, 2022.



Michael W. Graff, Jr., Counsel to the
Authority

DECLARATION OF OFFICIAL INTENT

WHEREAS, the Virginia Housing Development Authority (hereinafter referred to as the "Authority") is authorized, under the provisions of the Virginia Housing Development Authority Act, being Chapter 1.2 of Title 36 of the Code of Virginia of 1950, as amended, (hereinafter referred to as the "Act") and the rules and regulations (the "Rules and Regulations") promulgated pursuant thereto, to issue bonds for the purpose of financing the construction and ownership or acquisition, rehabilitation and ownership, as applicable, of multi-family residential rental property intended for occupancy by persons and families of low and moderate income;

WHEREAS, a request has been submitted to the Authority for multiple mortgage loans to be financed with proceeds of multiple Virginia Housing tax-exempt bond issues, in the approximate aggregate amount of Two Hundred Seventy Five Million Dollars (\$275,000,000) for the financing of the construction and ownership or acquisition, rehabilitation and ownership, as applicable, of multiple multi-family residential rental housing developments (the "Developments") which are intended for occupancy by persons and families of low and moderate income, such Developments being presently identified as multiple structures existing or to be built at 1130 South George Mason Drive in Arlington County, Virginia, and including, but not necessarily limited to, the property described in (a) Arlington County Real Property Code Numbers 27-002-001, 27-002-004, 27-002-005, 27-002-010, 27-002-006, 27-003-001, 27-004-003, 27-007-077, (b) the attached Exhibit A, and (c) the deed listing 1130 S. GEORGE MASON DR RES OWNER, LLC, a Delaware limited liability company, as Grantee, recorded in the Clerk's Office of Arlington County Circuit Court, as Instrument Number 20220100000183 on January 3, 2022;

WHEREAS, based upon the Authority's review of such request, the Authority has a reasonable expectation that it will reimburse certain capital expenditures for the Developments with proceeds of tax-exempt bonds to be issued by the Authority to finance the construction and ownership or acquisition, rehabilitation and ownership, as applicable, of the Developments;

WHEREAS, Treasury Regulation 1.150-2 requires that, in order for proceeds of tax-exempt bonds to be used to reimburse certain capital expenditures for the Developments, such expenditures must, among other things, have been made pursuant to a Declaration of Official Intent to reimburse such expenditures that is adopted within 60 days of such expenditures; and

WHEREAS, the Chief Executive Officer has been authorized by the Commissioners of the Authority, pursuant to the resolution "Resolution Authorizing Chief Executive Officer to Approve Mortgage Loans and to Authorize the Issuance of Multi-Family Mortgage Loan Commitments" dated December 3, 2008, to express the intent of the Authority to reimburse certain capital expenditures for the Developments with proceeds of multiple issues of tax-exempt bonds expected to be issued by the Authority.

NOW, THEREFORE, the Chief Executive Officer of the Authority does hereby declare as follows:

1. The Authority hereby expresses its intent to reimburse certain capital expenditures for the Developments paid no earlier than 60 days prior to the date hereof with proceeds of multiple issues of tax-exempt bonds expected to be issued by the Authority to finance the construction and ownership or acquisition, rehabilitation and ownership, as applicable, of the Developments, subject to compliance with all applicable provisions of the Act and Rules and Regulations, including without limitation all loan underwriting criteria and requirements, and all applicable provisions of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, and subject to issuance of such bonds on such terms and conditions as shall be acceptable to the Authority.
2. The Authority expects to issue tax-exempt bonds in an amount not to exceed Three Hundred Thirty Million Dollars (\$330,000,000) for the purpose of providing funds to finance the construction and ownership or acquisition, rehabilitation and ownership, as applicable, of the Developments subject to acceptance by all parties of the terms, conditions, costs, fees, agreements and bond resolutions involved in the issuance of the bonds and the financing of the Developments and all other agreements pertinent thereto.
3. This Declaration is intended to be the Declaration of Official Intent of the Authority regarding the expenditures for the Developments, pursuant to Treasury Regulation 1.150-2.
4. This Declaration shall become effective immediately.

VIRGINIA HOUSING DEVELOPMENT AUTHORITY

By: Susan P. Dewey
Its: Chief Executive Officer
Date: February 28, 2022

EXHIBIT A

All of those certain lots or parcels of real property, situate, lying and being in the County of Arlington, Commonwealth of Virginia, more particularly described as follows:

PARCEL ONE

BEGINNING at a point in the new South line of Columbia Pike as the same has been established by the Virginia State Highway Department, which point is the Northeast corner of the Nelson tract and the northwest corner of the Palmer tract, which point of beginning is S. 21° 55' 50" E. 27.40 feet from the original northeast corner of the Nelson tract and the original northwest corner of the old Palmer tract; thence with the line common to the said tract S. 21° 55' 50" E. 1298 feet to a point; thence running through the Nelson tract the following courses and distances S. 68° 04' 10" W. 318 feet; N. 79° 29' 05" W. 315.13 feet, N. 38° 16' 40" W. 743 feet; N. 21° 55' 50" W. 447 feet to a point in the aforesaid new South line of Columbia Pike; thence with said road line N. 73° 14' 10" E. 228 feet to a point; thence continued with said road line N. 69° 14' E. 499.65 feet to a point; thence still with said road line N. 68° 22' 30" E. 66.44 feet to the point of beginning, containing 20.763 acres.

LESS AND EXCEPT right of way dedicated for public streets and easements by Deed of Dedication dated August 2, 1945, recorded in Deed Book 680 at Page 361 among the Land Records of Arlington County, Virginia.

Based on an ALTA/NSPS Land Title Survey prepared by VIKA Virginia, LLC dated December 6, 2021, a current metes and bounds description of the property of Barcroft Associates, in two parcels, is as follows:

DESCRIPTION OF
A PORTION OF
BARCROFT ASSOCIATES, LIMITED PARTNERSHIP
(PART ONE)
DEED BOOK 1774, PAGE 113
ARLINGTON COUNTY, VIRGINIA

Being a portion of the property acquired by Barcroft Associates, Limited Partnership by deed recorded in Deed Book 1774, at Page 113, among the Land Records of Arlington County, Virginia and being more particularly described as follows:

Beginning for the same at a point on the easterly right-of-way line of South Wakefield Street, (50 feet right-of-way) recorded in Deed Book 680, at Page 361, among the aforementioned Land Records, said point also being the easterly most corner of the property of Barcroft Number Two (Part 2) as recorded in Deed Book 2253, at Page 257, among the aforementioned Land Records; thence running with the said easterly right-of-way line of South Thomas Street the following two (2) courses and distances

1. North 04° 32' 37" East, 2.76 feet to a point of curvature (tangent); thence
2. 29.60 feet along the arc of curve to the right having a radius of 25.00 feet and a chord bearing and distance of North 38° 27' 37" East, 27.90 feet to the point of tangency on the southerly right-of-way line of Columbia Pike, Route 244 (right-of-way varies); thence running with the southerly right-of-way line of Columbia Pike the following two (2) courses and distances
3. North 72° 22' 37" East, 202.20 feet to a point; thence
4. North 68° 22' 27" East, 353.02 feet to a point of curvature (tangent), said point also being the intersection of the westerly right-of-way line of South Thomas Street (50 feet right-of-way), recorded in Deed Book 680, at Page 361, among the aforesaid Land Records; thence departing the said southerly right-of-way line of Columbia Pike and running with the said westerly right-of-way

- line of South Thomas Street, the following nine (9) courses and distances
5. 61.43 feet along the arc of a curve to the right having a radius of 25.00 feet having a chord bearing and distance of South 41° 14' 13" East, 47.10 feet to a point of tangency; thence
 6. South 29° 09' 07" West, 116.96 feet to a point of curvature (tangent); thence
 7. 509.64 feet along the arc of a curve to the left having a radius of 332.12 feet and a chord bearing of South 14° 48' 28" East, 461.09 feet to a point of reverse curvature; thence
 8. 134.26 feet along the arc of a curve to the right having a radius of 278.72 feet and a chord bearing and distance of South 44° 58' 03" East, 132.96 feet to a point of tangency; thence
 9. South 31° 10' 03" east, 155.06 feet to a point curvature (tangent); thence
 10. 124.08 feet along the arc of a curve to the right having a radius of 573.06 feet and a chord bearing and distance of South 24° 57' 53" East, 123.84 feet to a point of tangency; thence
 11. South 18° 45' 43" East, 73.60 feet to a point of curvature (tangent); thence
 12. 118.92 feet along the arc of a curve to the right having a radius of 169.32 feet and a chord bearing and distance of South 01° 21' 32" West, 116.49 feet to a point of compound curvature; thence
 13. 125.63 feet along the arc of a curve to the right having a radius of 513.70 feet and a chord bearing and distance of South 28° 29' 10" West, 125.32 feet to a point (non-tangent), said point being the southeasterly most corner of the property of Barcroft Number Five, Incorporated (Part One), as recorded in Deed Book 688 at Page 43, among the aforementioned Land Records; thence running with the easterly line of Barcroft Number Five, Incorporated property and continuing with the easterly line of the aforementioned Barcroft Number Two (Part 2) property the following three (3) courses and distances
 14. North 80° 20' 38" West, 185.56 feet to a point; thence
 15. North 39° 08' 13" West, 743.00 feet, passing a common point between the aforesaid Barcroft Number Five, Incorporated (Part One) property and the Barcroft Number Two (Part 2) property at a distance of 474.56 feet, to a point; thence
 16. North 22° 47' 23" West, 428.79 feet to the point of beginning and containing 475,426 square feet or 10.91428 acres of land more or less

AND

DESCRIPTION OF
A PORTION OF
BARCROFT ASSOCIATES, LIMITED PARTNERSHIP
(PART TWO)
DEED BOOK 1774 PAGE 113
ARLINGTON COUNTY, VIRGINIA

Being a portion of the property acquired by Barcroft Associates, Limited Partnership by deed recorded in Deed Book 1774, at Page 113, among the Land Records of Arlington County, Virginia and being more particularly described as follows:

- Beginning for the same at a point on the southerly right-of-way line of Columbia Pike, Route 244 (right-of-way varies), said point also lying on the Westerly line of part of the original property of Estler M. Palmer as recorded in Deed Book 165, at Page 40, among the aforementioned Land Records; thence running with the said property line of the Estler M. Palmer the following two (2) courses and distances
1. South 22° 45' 50" East, 274.26 feet to an iron pipe found; thence
 2. North 67° 42' 58" East, 1.33 feet to a point, said point being the northwesterly most corner of the property of Barcroft Number Six, Limited Partnership as acquired by deed record in Deed Book 2253, at Page 245 among the aforementioned Land Records; thence running with the said westerly line of Barcroft Number Six and continuing with the westerly line of Barcroft Number Seven, Limited Partnership as acquired by deed recorded in Deed Book 2253, at Page 241, among the aforementioned Land Records, the following course and distance.
 3. South 22° 47' 23" East, 1,023.73 feet, passing the southwestly most corner of the aforesaid Barcroft Number Six property at a distance of 383.49 feet and continuing 640.24 feet with the said westerly line of Barcroft Number 7 to a point, said point being the northeasterly most corner of the Barcroft Number Three, Limited Partnership as acquired in Deed Book 2253, at Page 253 among

the aforementioned Land Records; thence running with the northerly line of the said Barcroft Number Three property (Part One) the following two (2) courses and distances.

4. South 67° 12' 37" West, 318.00 feet to a point; thence
5. North 80° 20' 38" West, 74.61 feet to a point of curvature (non-tangent) on the southerly right-of-way line of South Thomas Street (50 foot right-of-way), as recorded in Deed Book 680, at Page 361, among the aforementioned Land Records; thence running with the said southerly and easterly right-of-way line of South Thomas Street the following nine (9) courses and distances.
 6. 113.89 feet along the arc of a curve to the left having a radius of 563.70 feet and a chord bearing and distance of North 27° 16' 04" East, 113.70 feet to a point of compound curvature; thence.
 7. 154.04 feet along the arc of a curve to the left having a radius of 219.32 feet and a chord bearing and distance of North 01° 21' 32" East, 150.89 feet to a point of tangency; thence
 8. North 18° 45' 43" West, 73.60 feet to a point of curvature (tangent); thence
 9. 134.91 feet along the arc of a curve to the left having a radius of 623.06 feet and a chord bearing and distance of North 24° 57' 53" West, 134.64 feet to a point of tangency; thence.
 10. North 31° 10' 03" West, 155.06 feet to a point of curvature (tangent); thence.
 11. 158.34 feet along the arc of a curve to the left having a radius of 328.72 feet and a chord bearing and distance of North 44° 58' 03" West, 156.82 feet to a point of reverse curvature; thence.
 12. 432.91 feet along the arc of a curve to the right having a radius of 282.12 feet and a chord bearing and distance of North 14° 48' 28" West, 391.67 feet to a point of tangency; thence.
 13. North 29° 09' 07" East, 239.74 feet to a point of curvature (tangent); thence.
 14. 16.74 feet along the arc of a curve to the right having a radius of 25.00 feet and chord bearing and distance of North 48° 20' 02" East, 16.43 feet to a point of tangency, said point being the intersection of the said easterly right-of-way line of South Thomas Street and the aforementioned southerly right-of-way line of Columbia Pike; thence running with the said southerly right-of-way line of Columbia Pike the following course and distance.
15. North 67° 30' 57" East, 53.88 feet to the point of beginning and containing 355,080 square feet or 8.15152 acres of land more or less.

AND BEING the same property conveyed by Thomas N. DeLashmutt and Eugene Reed Delashmutt to Barcroft, Incorporated, a Virginia corporation, by Deed dated October 23, 1941, recorded in Deed Book 559 at Page 24, and conveyed by Barcroft, Incorporated, a Virginia corporation, to Barcroft Associates, a Limited Partnership, by Deed dated December 31, 1971, recorded in Deed Book 1774 at Page 113, among the Land Records of Arlington County, Virginia.

Arlington County RPC: 27-002-001 (Taxed as "Columbia Pike 19.02 AC 830831 SQ FT)

PARCEL TWO

BEGINNING at a point in the new southerly line of Columbia Pike as same has been established by the Virginia State Highway Dept., said point being the northwest corner of a tract of 20.763 acres which was conveyed to Barcroft, Incorporated by Thomas N. DeLashmutt and wife by deed dated October 23, 1941, recorded among the land records of Arlington County, Virginia in Deed Book 559 at Page 24; thence departing from said road line and running with the westerly line of Barcroft, Incorporated S. 21° 55' 50" E. 447.00 ft. to a point; thence continuing with a portion of the westerly line of Barcroft, Incorporated S. 38° 16' 40" E. 268.44 ft. to a point; thence departing from said westerly line and running S. 51° 43' 20" W. 210.55 ft. to a point in the northeasterly line of the Washington and Old Dominion Railroad; thence in a northwesterly direction with said Railroad line 697.32 ft. on the arc of a curve to the left, said curve having a radius of 2511.7 ft. and the chord of which arc bears N. 60° 01' 45" W. 695.07 ft. to a point, thence departing from said Railroad line and running N. 22° 01' 03" E. 199.21 ft. and N. 20° 11' 40" W. 80.74 ft. to a point in the aforesaid new southerly line of Columbia Pike; thence with said road line N. 81° 49' 00" E. 87.86 ft.; N. 65° 09' 15" E. 307.35 ft.; and N. 73° 14' 10" E. 22.45 ft. to the point of beginning, containing 6.468 acres of land, more or less.

LESS AND EXCEPT right of way dedicated for public streets and easements by Deed of Dedication dated August 2, 1945, recorded in Deed Book 680 at Page 361.

Based on an ALTA/NSPS Land Title Survey prepared by VIKA Virginia, LLC dated December 6, 2021, a current metes and bounds description of the property of Barcroft Number 2, Limited Partnership, in two parcels, is as follows:

DESCRIPTION OF
A PORTION OF
BARCROFT NUMBER 2, LIMITED PARTNERSHIP
(PART 1)
DEED BOOK 2253 PAGE 257
ARLINGTON COUNTY, VA

Being a portion of Barcroft Number Two, Limited Partnership as acquired by Deed recorded in Deed Book 2253 at Page 257, among the Land Records of Arlington County, Virginia and being more particularly described as follows:

Beginning for the same at a point lying on the southerly right-of-way line of Columbia Pike, Route 244, (variable width right-of-way) said point marking the intersection of the said southerly right-of-way of Columbia Pike with the westerly right-of-way line of South Wakefield Street, (fifty feet right-of-way), recorded in Deed Book 680 at Page 361, among the Land Records of Arlington County, Virginia; thence departing the said southerly right-of-way line of Columbia Pike and running with the aforesaid westerly right-of-way of South Wakefield Street the following six (6) courses and distances.

- 1) 52.47 feet along the arc of a curve to the right having a radius of 25.00 feet and a chord bearing and distance of South 55° 34' 51" East, 43.36 feet to a point of tangency; thence
- 2) South of 04° 32' 37" West, 107.75 feet, to a point of curvature, (tangent); thence
- 3) 70.79 feet along the arc of a curve to the left having a radius of 148.38 feet and a chord bearing and distance of South 09° 07' 23" East, 70.12 feet to a point of reverse curvature; thence
- 4) 82.52 feet along the arc of a curve to the right having a radius 141.13 feet and a chord bearing and distance of South 06° 02' 23" East, 81.35 feet to a point of tangency; thence
- 5) South 10° 42' 37" West, 177.69 feet to a point of curvature (tangent); thence
- 6) 47.11 feet along the arc of a curve to the right having a radius of 25.00 feet and a chord bearing and distance of South 64° 41' 48" West, 40.44 feet to a point of reverse curvature on the easterly right-of-way line of South Four Mile Run Drive, (variable with right-of-way) recorded in Deed 680 at Page 361, among the aforementioned Land Records of Arlington County, Virginia; thence departing the aforesaid westerly right-of-way line of South Wakefield Drive and running with the said easterly right-of-way line of South Four Mile Run Drive the following course and distance

- 7) 336.43 feet along the arc of a curve to the left having a radius of 2,561.70 feet and a chord bearing and distance of North 65° 04' 46" West, 336.19 feet to a point (non-tangent), said point being the southwesterly most corner of the property of Barcroft Number Five, Incorporated (Part Two) as recorded in Deed Book 705 at Page 456, among the aforementioned Land Records of Arlington County, Virginia; thence departing the said easterly right-of-way line of South Four Mile Drive and running with the southerly and easterly line of aforesaid Barcroft Number Five, Incorporated (Part Two) property the following two (2) courses and distances
- 8) North 21° 09' 32" East, 149.21 feet to a point; thence
- 9) North 21° 03' 13" West, 80.74 feet to a point on the aforementioned southerly right-of-way of Columbia Pike; thence running with the said southerly right-of-way line of Columbia Pike the following two courses and distances
- 10) North 80° 57' 27" East, 87.86 feet to a point; thence
North 64° 17' 42" East, 239.65 feet to the point of beginning and containing 117,501 square feet or 2.69745 acres of land more or less.

AND

DESCRIPTION OF
PORTION OF
BARCROFT NUMBER 2, LIMITED PARTNERSHIP
(PART 2)
DEED BOOK 2253, PAGE 257
ARLINGTON COUNTY, VIRGINIA

Being a portion of the property acquired by Barcroft Number 2, Limited Partnership by deed recorded in Deed Book 2253, at Page 257, among the Land Records of Arlington County, Virginia and being more particularly described as follows:

- Beginning for the same at a point on the easterly right-of-way of South Wakefield Street, (Fifty-foot wide right-of-way), as recorded in Deed Book 680 at Page 361 all among the aforementioned Land Records of Arlington County, Virginia, said point also being the northwesterly most corner of the property of Barcroft Associates, a Limited Partnership as recorded in Deed Book 1774 at Page 113, among the aforementioned Land Records; thence running with said westerly line of the said property of Barcroft Associates the following two (2) courses and distances
1. South 22° 47' 23" East, 428.79 feet to a point; thence
 2. South 39° 08' 13" East 268.44 feet to a point, said point being the northeasterly most corner of the property of Barcroft Number Five, Incorporated (Part One) as recorded in Deed Book 688, at Page 43, among the aforementioned Land Records, thence running with the northerly line of Barcroft Number Five, Incorporated (Part One) the following course and distance.
 3. South 50° 51' 47" West, 159.08 feet to a point of curvature (non-tangent) on the easterly right-of-way line of South Four Mile Run Drive, (variable width right-of-way) recorded in Deed Book 680 at Page 361, among the aforementioned Land Records; thence running with the said easterly right-of-way line of South Four Mile Run Drive the following course and distance.
 4. 282.17 feet along the arc of a curve to the left having a radius of 2,561.70 feet and a chord bearing and distance of North 55° 49' 00" West, 282.03 foot to a point of reverse curvature, said point being the intersection of the said easterly right-of-way of South Four Mile Run Drive with the aforementioned easterly right-of-way line of South Wakefield Street; thence departing the said easterly right-of-way line and running with the said easterly right-of way line of South Wakefield Street the following five (5) courses and distances.
 5. 30.40 feet along the arc of a curve to the right having a radius of 25.00 feet and a chord bearing and distance of North 24° 07' 51" West, 28.57 feet to a point of tangency, thence.
 6. North 10° 42' 37" East 212.40 Foot to a point of curvature (tangent); thence
 7. 111.75 foot along the arc of a curve to the left having a radius of 191.13 feet and chord bearing and distance of North 06° 02' 23" West 110.17 feet to a point of reverse curvature; thence
 8. 46.93 feet along the arc of a curve to the right having a radius 98.38 feet and a chord bearing and distance of North 09° 07' 23" West, 46.49 feet to a point of tangency; thence
 9. North 04° 32' 37" East, 155.74 feet to a point of beginning and containing 100,964 Square feet or 2.31781 Acres of land more or less.

AND BEING a portion of the same property conveyed by Thomas N. DeLashmutt and Eugene Reed DeLashmutt to Barcroft Number Two, Incorporated, a Virginia corporation, by Deed dated January 4, 1943, recorded in Deed Book 604 at Page 141, and conveyed by Barcroft Number 2, Inc., a Virginia corporation, to Barcroft Number 2 Limited Partnership, a Virginia limited partnership, by Deed Pursuant to Articles of Dissolution of Corporation dated December 3, 1986, recorded in Deed Book 2253 at Page 257 among the Land Records of Arlington County, Virginia.

Arlington County RPC: 27-003-001 (Taxed as "Columbia Pike 5.01 AC
218487 SQ FT)

PARCEL THREE

BEGINNING at a point in the northerly line of 16th St. S., (Jefferson St.), said point being in the easterly line of the Old Nelson Tract; thence with said northerly line of 16th St. S. in a southwesterly direction, 478.59 ft. on the arc of a curve to the left, said curve having a radius of 2547.9 ft. and the chord of which arc bears S. 60° 04' 50" W. 477.87 ft. to a point in the northeasterly line of the Washington and Old Dominion Railroad; thence departing from the northerly line of 16th St. S. and running with the northeasterly line of the Railroad 423.30 ft. on the arc of a curve to the right, said curve having a radius of 6333.8 ft. and the chord of which arc bears N. 38° 55' 20" W. 423.25 ft. to a point; thence continuing with said Railroad line N. 37° 32' 50" W. 222.54 ft. to a point; thence departing from said line and running through the Old Nelson Tract N. 41° 18' 30" E. 226. 20 ft. to a point; thence 58.62 ft. on the arc of a curve to the left, said curve having a radius of 536.38 ft. and the chord of which arc bears N. 38° 10' 39" E. 58.59 ft. to a point in the southerly line of Barcroft, Inc.; thence with a portion of the southerly boundary of Barcroft, Inc., S. 79° 29' 05" E. 101.98 ft. and N. 68° 04' 10" E. 318.0 ft. to a point in the easterly line of the Old Nelson Tract, said point being the southeast corner of Barcroft, Inc.; thence with a portion of the easterly line of the Old Nelson Tract S. 21° 55' 50" E. 629.02 ft. to the point of beginning, containing 8.770 acres of land, more or less.

LESS AND EXCEPT right of way dedicated for public streets and easements by Deed of Dedication dated August 2, 1945, recorded in Deed Book 680 at Page 361.

Based on an ALTA/NSPS Land Title Survey prepared by VIKA Virginia, LLC dated December 6, 2021, a current metes and bounds description of the property of Barcroft Number 3, Limited Partnership, in two parcels, is as follows:

DESCRIPTION OF
BARCROFT NUMBER 3, LIMITED PARTNERSHIP
(PART ONE)
DEED BOOK 2253, PAGE 253
ARLINGTON COUNTY, VIRGINIA

Being portion of the property acquired by Barcroft Number 3 Limited Partnership by deed recorded in Deed Book 2253, at page 253, among the Land Records of Arlington County, Virginia and being more particularly described as follows:

Beginning for the same at a point of curvature on the easterly right-of-way line of South Four Mile Run Drive, right-of-way varies, recorded in Deed Book 680, at Page 361, said point also being the intersection of the said easterly right-of-way line of South Four Mile Run Drive with the southerly right-of-way drive of South Thomas Street (50 feet right-of-way), as recorded in Deed Book 680 at page 361, all among the aforesaid Land Records of Arlington County, Virginia; thence running with the said southerly right-of-way line of South Thomas Street, the following three (3) courses and distances

1. 34.41 feet along the arc of a curve to the right having a radius of 25.00 feet and a chord bearing and distance of North 01°01'17" East, 31.76 feet to a point of tangency; thence
2. North 40°26'57" East, 159.59 feet to a point of curvature (tangent); thence
3. 72.74 feet along the arc of a curve to the left having a radius of 563.70 feet and a chord bearing and distance of North 36°45'09" East, 72.69 feet, to a point, said point being the southwesterly most corner of the property of Barcroft Associates a Limited Partnership (Parcel 1, Part Two) as recorded in Deed Book 1774, at Page 113, among the aforementioned Land Records; thence running with the southerly property line of Barcroft Associates, a Limited Partnership, the following two (2) courses and distances
4. South 80°20'38" East, 74.61 feet to a point; thence
5. North 67°12'37" East, 318.00 feet to a point, said point lying on the westerly line of the property of Barcroft Number 7 Limited Partnership, as conveyed by deed recorded in Deed Book 2253, at Page 241, among the aforementioned Land Records; thence running with a portion of the said

- westerly property line of Barcroft Number 7 Limited Partnership and the northwesterly right-of-way line of South George Mason Drive (right-of-way varies) the following course and distance
6. South 22°47'23" East, 243.75 feet, passing the south westerly most corner of the said Barcroft Number 7 Limited Partnership property at a distance of 219.23 feet and continuing with the said northwesterly right-of-way line of South George Mason Drive a distance of 24.52 feet; thence continuing and running with the said northwesterly right-of-way of South George Mason Drive the following two (2) courses and distances
 7. South 43°32'37" West, 512.56 feet to a point of curvature (tangent); thence
 8. 42.32 feet along the arc of a curve to the right having a radius of 25.00 feet and a chord bearing and distance of North 87°57'50" West, 37.44 to a point of compound curvature, on the aforementioned easterly right-of-way line of South Four Mile Run Drive, said point being the intersection of the aforesaid northwesterly right-of-way line of South George Mason Drive and the said easterly right-of-way line of South Four Mile Run Drive; thence running with the said easterly right-of-way line of South Four Mile Run Drive the following two (2) courses and distances
 9. 162.99 feet along the arc of a curve to the right having a radius of 8,769.18 feet and a chord bearing and distance of North 38°56'20" West, 162.99 feet to a point of tangency; thence
 10. North 38°24'23" West, 186.37 feet to the point of beginning and containing 200,461 square feet or 4.60195 acres of land more or less

AND

DESCRIPTION OF
 BARCROFT NUMBER 3, LIMITED PARTNERSHIP
 (PART TWO)
 DEED BOOK 2253 AT PAGE 253
 ARLINGTON COUNTY, VA

Being a portion of the property acquired by Barcroft Number 3 Limited Partnership by deed recorded in Deed Book 2253, at Page 253, among the Land Records of Arlington County, VA and being more particularly described as follows:

Beginning for the same at a point of compound curvature on the easterly right of way line of South Four Mile Run Drive, (right of way varies), recorded in Deed Book 680, at Page 361 said point also marking the intersection of the said easterly right of way line of South Four Mile Run Drive with the southerly right of way line of South George Mason Drive (right of way varies), recorded in Deed Book 680, at Page 361, all among the aforementioned Land Record; thence running with the said southerly right of way line of South George Mason Drive the following two (2) courses and distances:

1. 36.65 feet along the arc of a curve to the right having a radius of 25.00 feet and a chord bearing and distance of North 01°32'29" East, 33.46 feet to a point of tangency; thence
2. North 43°32'37" East, 485.79 feet to a point, said point being a southwesterly corner of the property of the County Board of Arlington County, Virginia, as recorded in Deed Book 773 at Page 736, among the aforementioned Land Records; thence running with the westerly line of the said property of the County Board of Arlington County, Virginia and the property of AHC Limited Partnership as recorded in Deed book 4423, at Page 1226, among the aforementioned Land Records the following course and distance
3. South 22°47'23" East, 271.08 feet to a point of curvature (non-tangent) on the northerly right of way line of 16th Street South, (right of way varies), recorded in Deed Book 680, at Page 361, among the aforementioned Land Records; thence running with the said northerly right of way line of 16th Street South following two (2) courses and distances
4. 406.61 feet along the arc of a curve to the left having a radius of 2,552.90 feet and a chord bearing and distance of South 59°26'37" West, 406.18 feet to a point of reverse curvature; thence
5. 36.69 feet along the arc of a curve to the right having a radius of 25.00 feet and a chord bearing and distance of North 83°04'41" West, 33.4 feet to a point of compound curvature on the aforementioned easterly right of way line of South Four Mile Drive, (right of way varies), said point marking the intersection of the said northerly right of way line of 16th Street South and the said South Four Mile Run Drive; thence running with the said easterly right or way line of South Four Mile Run Drive the following courses and distances

6. 88.18 feet along the arc of a curve to the right having a radius of 8,769.18 feet and a chord bearing and distance of North 40°44'55" West, 88.18 feet to the point of beginning and containing 88,480 square feet or 2.03122 acres of land more or less

AND BEING a portion of the property conveyed by Thomas N. DeLashmutt and Eugene Reed DeLashmutt to Barcroft Number Three, Incorporated, a Virginia corporation, by Deed dated July 28, 1943, recorded in Deed Book 619 at Page 92, and conveyed by Barcroft Number 3, Inc., a Virginia corporation, to Barcroft Number 3 Limited Partnership, a Virginia limited partnership, by Deed Pursuant to Articles of Dissolution of Corporation dated December 30, 1986, recorded in Deed Book 2253 at Page 253 among the Land Records of Arlington County, Virginia.

Arlington County RPC: 27-002-010 (Taxed as "Columbia Pike 6.69 AC

288934 SQ FT)

PARCEL FOUR

BEGINNING at the intersection of the northeasterly line of the Washington & Old Dominion railroad with the southerly line of 16th Street South (formerly Jefferson St.); thence with the southerly line of said 16th Street South, 464.82 ft. on the arc of a curve to the right, which curve has a radius of 2507.9 ft. and the chord of which arc bears N. 60° 06' 02" E. 464.17 ft. to a point; thence departing from said southerly line of said 16th Street South and running with a portion of the easterly line of the original Nelson Tract, S. 21° 46' 20" E. 937.44 ft. to the southeast corner of the said original Nelson Tract; thence with the southerly line of said Tract, S. 68° 26' 40" W. 100.23 ft. to a point in the northeasterly line of the Washington & Old Dominion Railroad; thence with said Railroad line, 942.93 ft. on the arc of a curve to the right, which curve has a radius of 10,469.0 ft. and the chord of which arc bears N. 44° 10' 44" W., 942.60 ft. to the point of beginning, containing 6.175 acres, more or less.

LESS AND EXCEPT right of way dedicated for public streets and easements by Deed of Dedication dated August 2, 1945, recorded in Deed Book 680 at Page 361.

Based on an ALTA/NSPS Land Title Survey prepared by VIKA Virginia, LLC dated December 6, 2021, a current metes and bounds description of the property of Barcroft Number 4, Limited Partnership is as follows:

DESCRIPTION OF
BARCROFT NUMBER 4, LIMITED PARTNERSHIP
DEED BOOK 2253, PAGE 249
ARLINGTON COUNTY, VIRGINIA

Being the property of Barcroft Number 4 Limited Partnership as acquired in Deed Book 2253, at page 249, among the Land Records of Arlington County, Virginia and being more particularly described as follows:

- Beginning for the same at a point of compound curvature on the easterly right-of-way line of South Four Mile Run Drive, as recorded in Deed Book 680, at Page 361, (right-of-way varies), said point marking the intersection of the said easterly right-of-way line of South Four Mile Run Drive and the southerly right-of-way line of 16th Street South, (right-of-way varies) as recorded in Deed Book 680, at Page 361, all among the aforementioned Land Records; thence running with the said southerly right-of-way line of 16th Street South the following two (2) courses and distances
1. 42.70 feet along the arc of a curve to the right having a radius of 25.00 feet and a chord bearing and distance of North 06°14'07" East, 37.70 feet to a point of compound curvature; thence
 2. 383.17 feet along the arc of a curve to the right having a radius of 2,502.90 feet and a chord bearing and distance of North 59°33'18" East, 382.80 feet to a point on the westerly line of Lot 18 of Virginia Garden Townhomes as recorded in Deed Book 2854, at Page 894 among the aforementioned Land Records; thence running with the said easterly property line of Virginia Garden Townhomes, Lot 18 thru Lot 1 and the westerly property line of Parcel 2, Virginia Gardens as recorded in Deed Book 2804, at page 1651, among the aforementioned Land Record, following course and distance
 3. South 22°37'53" East, 932.42 feet to a point, said point lying on the northerly line of the West Village of Shirlington Condominium, as recorded in Deed Book 4052 at Page 1736, among the aforementioned Land Records; thence running with the said northerly line of the West Village of Shirlington Condominium the following course and distance
 4. South 67°35'07" West, 44.94 feet to a point of curvature (non-tangent) on the aforementioned easterly right-of-way line of South Four Mile Run Drive; thence running with the said easterly right-of-way line of South Four Mile Run Drive the following course and distance
 5. 917.90 feet along the arc of a curve to the right having a radius of 10,419.00 feet and a chord bearing and distance of North 45°13'22" West, 917.60 feet to the point of beginning and containing 218,362 square feet or 5.01290 acres of land more or less

AND BEING a portion of the property conveyed by Thomas N. DeLashmutt and Eugene Reed DeLashmutt to Barcroft Number Four, Incorporated, a Virginia corporation, by Deed dated November 11, 1943, recorded in Deed Book 626 at Page 520, and conveyed by Barcroft Number 4, Inc., a Virginia corporation, to Barcroft Number 4 Limited Partnership, a Virginia limited partnership, by Deed Pursuant to Articles of Dissolution of Corporation dated December 30, 1986, recorded in Deed Book 2253 at Page 249 among the Land Records of Arlington County, Virginia.

Arlington County RPC: 27-007-077 (Taxed as "Columbia Pike 5.02 AC

218359 SQ FT)

PARCEL FIVE

Part One:

BEGINNING at a point in the northwesterly line of South Thomas Street where the same is intersected by the southerly line of Barcroft Incorporated; thence with the northwesterly line of South Thomas Street 44.42 ft. along the arc of a curve to the right, which curve has a radius of 513.70 ft. and the chord of which arc bears S. 38° 49' 52" W. 44.41 ft. to a point; thence continuing with said street line, S. 41° 18' 30" W. 139.92 ft. to a point; thence 44.06 ft. along the arc of a curve to the right, which curve has a radius of 25.00 ft. and the chord of which arc bears N. 88° 11' 59" W. 38.58 ft. to a point in the northeasterly line of South Four Mile Run Drive; thence with the said northeasterly line of South Four mile Run Drive 630.13 ft. along the arc of a curve to the left, which curve has a radius of 2561.70 ft. and the chord of which arc bears N. 44° 45' 16" W. 628.57 ft. to a point; thence with a line of Barcroft Number Two, Incorporated, N. 51° 43' 20" E. 159.08 ft. to a point in the line of Barcroft Incorporated; thence with the line of Barcroft Incorporated S. 38° 16' 40" E 474.56 ft. and S. 79° 29' 05" E. 185.54 ft. to the point of beginning, containing 1.8532 acres, more or less.

AND BEING the property conveyed by Thomas N. DeLashmutt and Eugene Reed DeLashmutt to Barcroft Number Five, Incorporated, a Virginia corporation, by Deed dated October 10, 1945, recorded in Deed Book 688 at Page 43 among the Land Records of Arlington County, Virginia.
FOR INFORMATION: RPC 27-004-003

Based on an ALTA/NSPS Land Title Survey prepared by VIKA Virginia, LLC dated December 6, 2021, a current metes and bounds description of the property of Barcroft Number Five, Incorporated, in Part 1, is as follows:

DESCRIPTION OF
A PORTION OF
BARCROFT NUMBER FIVE, INCORPORATED
(PART 1)
DEED BOOK 688 PAGE 43
ARLINGTON COUNTY, VIRGINIA

Being the property acquired by Barcroft Number Five, Incorporated by deed dated October 10, 1945, recorded in Deed Book 688, at Page 43, among the Land Records of Arlington County, Virginia and being more particularly described as follows:

Beginning for the same at a point on the easterly right of way line of South Four Mile Run Drive, (right of way varies) said point also being the intersection of the northerly right of way line of South Thomas Street, (fifty feet right of way), recorded in Deed Book 680, at Page 361, among the aforementioned Land Records of Arlington County, Virginia, thence running with the easterly right of way line of South Four Mile Run Drive the following course and distance

1. 630.13 feet along the arc of a curve to the left having a radius of 2,561.70 feet and a chord bearing and distance of North 45° 36' 51" West, 628.54 feet to a point (non-tangent), said point also being the southwesterly most corner of the Barcroft Number 2 (Part 2), as recorded in Deed book 2253, at Page 257, among the aforementioned Land Records of Arlington County, Virginia; thence departing the said easterly right of way line of South Four Mile Run Drive and running with the southerly line of the aforesaid Barcroft Number Two (Part 2) property the following course and distance
2. North 50° 51' 47" East, 159.08 feet to a point lying on the westerly line of the property of Barcroft Associates, LP, as recorded in Deed Book 1774, at Page 113, among the aforementioned Land Records of Arlington County, Virginia, said point also being the southeasterly most corner of the aforesaid Barcroft Number Two (Part 2) property; thence running with the westerly line of the said Barcroft Associates property the following (two) 2 courses and distances
3. South 39° 08' 13" East, 474.56 feet to a point; thence

4. South 80° 20' 38" East, 185.56 feet to a point of curvature (non-tangent) lying on the said northerly right-of way line of South Thomas Street; thence running with said northerly right-of-way line of South Thomas Street the following three (3) courses and distances
5. 44.44 feet along the arc of a curve to the right having a radius of 513.70 feet and a chord bearing and distance of South 37° 58' 15" West, 44.43 feet to a point of tangency; thence
6. South 40° 26' 57" West, 139.90 feet to a point of curvature (tangent); thence
7. 44.06 feet along the arc of a curve to the right having a radius of 25.00 feet and a chord bearing and distance of North 89° 03' 33" West, 38.58 feet to the point of beginning and containing 80,962 square feet or 1.85863 acres of land.

PARCEL SIX

BEGINNING at a point in the easterly line of Barcroft, Incorporated, said point being S. 21° 55' 50" E. 272.89 ft. from the new south line of Columbia Pike as the same has been established by the Virginia State Highway Department, said point of beginning also being the southwest corner of the property of Estler M. Palmer; thence with the south line of the property of Estler M. Palmer N. 68° 32' 50" E. 70.55 ft. and N. 23° 18' 30" E. 41.48 ft. to the southwest corner of the property of Mamie F. Simms as per deed recorded in D.B. 128 at page 157 of the land records of Arlington County, Virginia; thence with the south line of the Simms property N. 73° 18' 40" E. 134.06 ft. to the southeast corner of the Simms property as per deed recorded in D.B. 576 at page 312 of aforesaid land records; thence running with a portion of the east line of Simms property N. 21° 55' 50" W. 31.25 ft. to a point; thence departing from the said easterly line of Simms property and running through the former Wm. H. Palmer Tract N. 68° 04' 10" E. 537.43 ft. to a point in the westerly line of South George Mason Drive; thence running with the westerly line of South George Mason Drive, 258.02 ft. along the arc of a curve to the right, which curve has a radius of 970.48 ft. and the chord of which arc bears S. 16° 00' 10" E. 257.26 ft. to the P.C. of said curve; thence continuing with said road line, S. 8° 00' 31" E. 467.94 ft. to a point; thence continuing with said road line, 10.00 ft. along the arc of a curve to the right, which curve has a radius of 758.81 ft. and the chord of which arc bears S. 8° 00' 31" E. 10.00 ft. to a point; thence departing from the said westerly line of South George Mason Drive and running through the former Wm. H. Palmer Tract on the following course and distances, S. 81° 36' 50" W. 309.93 ft.; N. 8° 23' 10" W. 219.65 ft.; N. 21° 55' 50" W. 1.90 ft.; and S. 68° 04' 10" W. 382.50 ft. to a point in the easterly line of Barcroft, Incorporated; thence with the said easterly line of Barcroft, Incorporated, N. 21° 55' 50" W. 384.86 ft. to the point of beginning, containing 9.0815 acres; said tract of land being shown as "Parcel B" upon a plat of a "Part of the Former Estler M. Palmer Property, Formerly William H. Palmer Estate," made by Basil M. DeLashmutt, Certified Land Surveyor, dated April 28, 1947, and attached to a deed dated April 29, 1947, and recorded in Deed Book 773, at Page 276 among the Land Records of Arlington County, Virginia.

Said Parcel is also shown as "Parcel B" on Plat recorded with Deed recorded in Deed Book 773 at Page 276 among the Land Records of Arlington County, Virginia.

Based on an ALTA/NSPS Land Title Survey prepared by VIKA Virginia, LLC dated December 6, 2021, a current metes and bounds description of the property of Barcroft Number 6 Limited Partnership is as follows:

DESCRIPTION OF
BARCROFT NUMBER 6 LIMITED PARTNERSHIP
DEED BOOK 2253, PAGE 245
ARLINGTON COUNTY, VIRGINIA

Being all of the property acquired by Barcroft Number 6 Limited Partnership, by deed recorded in Deed Book 2253, at page 245, also shown as Parcel B on a plat entitled "Part of The Former Estler M. Palmer property, Formerly William H. Palmer Estate" as recorded in Deed Book 773, at page 276, all among the Land Records of Arlington County, Virginia and being more particularly described as follows:

Beginning for the same at a point lying on the westerly right-of-way line of South George Mason Drive, (right-of-way varies), said point also being the southeasterly most corner of the property of Barcroft Number Nine, LLC as recorded in Instrument 20190100024407, and also being shown as Parcel A on plat entitled "Part of The Former Estler M. Palmer property, Formerly William H. Palmer Estate" recorded in Deed Book 773, at Page 276, all among the Land Records of Arlington County, Virginia; thence running with the said westerly right-of-way line of South George Mason Drive the following three (3) courses and distances

1. 259.93 feet along the arc of a curve to the right having a radius of 970.48 and a chord bearing and distance of South 16° 55' 06" East, 259.15 feet to a point of tangency; thence
2. South 09° 14' 43" East, 464.18 feet to a point of curvature (tangent); thence

3. 9.99 feet along the arc of a curve to the right having a radius of 758.77 feet and a chord bearing and distance of South 08° 52' 11" East, 9.99 feet, to a point, said point also being the easterly most corner of the property of Barcroft Number 7 Limited Partnership, recorded in Deed Book 2253, at Page 241, among the aforementioned Land Records; thence running with the northerly property line of the said Barcroft Number 7 Limited Partnership the following four (4) courses and distances
 4. South 80° 45' 17" West, 309.93 feet to a point; thence
 5. North 09° 14' 43" West, 219.95 feet to a point; thence
 6. North 22° 47' 23" West, 1.90 feet to a point; thence
 7. South 67° 12' 37" West, 382.49 feet to a point, said point lying on the easterly property line of the property of Barcroft Associates, a limited partnership as recorded in Deed Book 1774, at page 113, among the aforementioned Land Records, thence running into the said easterly line of the Barcroft Associates, a Limited Partnership, the following course and distance
8. North 22° 47' 23" West, 383.49 feet to a point; said point lying on the southerly property line of part of the original property of Estler M. Palmer as recorded in Deed Book 165, at page 46, among the aforementioned Land Records; thence running with the said southerly line of part of the original property of Estler M. Palmer the following two (2) courses and distances
 9. North 67° 42' 58" East, 69.21 feet to a point; thence
10. North 22° 28' 38" East, 41.48 feet to an iron pipe found, said iron pipe marking the southwesterly most corner of Parcel A Morrison Hill as recorded in Instrument 20200100014580, among the aforementioned Land Records; thence running with the southerly and easterly line of said Parcel A Morrison Hill the following two (2) courses and distances
 11. North 72° 28' 48" East, 134.06 feet to a point; thence
 12. North 22° 45' 42" West, 31.25 feet to an iron pipe found, said iron pipe marking the south westerly most corner of the aforementioned Barcroft Number 9, LLC property; thence running with the southerly line of the said Barcroft Number 9, LLC property the following course and distance
13. North 67° 14' 18" East, 537.80 feet to the point of beginning and containing 394,316 square feet or 9.05225 acres of land more or less

AND BEING the same property conveyed by Basil M. DeLashmutt, et al., to Barcroft Number Six, Incorporated, a Virginia corporation, by Deed dated August 1, 1955, recorded in Deed Book 1214, at Page 493, among the Land Records of Arlington County, Virginia, and conveyed by Barcroft Number 6, Inc., to Barcroft Number 6 Limited Partnership, a Virginia limited partnership, by Deed Pursuant to Articles of Dissolution of Corporation dated December 30, 1986, recorded in Deed Book 2253 at Page 245 among the aforesaid Land Records.

RPC 27-002-005

PARCEL SEVEN:

BEGINNING at a point in the west line of South George Mason Drive, said point of beginning being the southeast corner of Parcel B and the northeast corner of Parcel C as shown on Plat recorded May 12, 1947, in Deed Book 773, at page 276 of the land records of Arlington County, Virginia; thence with the westerly line of South George Mason Drive 689.12' on an arc of a curve to the right, said curve having a radius of 758.81' and the chord of which arc bears S. 18° 23' 9" W. 665.68' to the P.T. of said curve; thence continuing with said street line S. 44° 24' 10" W. 166.18' to a point in the south line of parcel C; thence with the south line of Parcel C, S. 71° 21' 40" W. 49.55' to a point in the easterly line of Barcroft No. 3, Incorporated, thence with the easterly line of Barcroft No. 3, Incorporated and a portion of the easterly line of Barcroft, Incorporated, N. 21° 55' 50" W 859.47' to the southwesterly corner of Parcel B, and the Northwesterly corner of Parcel C; thence with the boundary common to Parcels B and C on the following courses and distances: N. 68° 04' 10" E. 382.50'; S. 21° 55' 50" E. 1.90'; S. 8° 23' 10" E. 219.65'; and N. 81° 36' 50" E. 309.93' to the point of beginning, containing 8.4099 acres, said tract of land being shown as "Parcel C" upon a plat of "Part of the former Estler M. Palmer property, formerly William H. Palmer Estate", made by Basil M. DeLashmutt, certified land surveyor, dated April 28, 1947, attached to and made a part of a deed from Charles M. DeLashmutt, et al. to County Board of Arlington County, Virginia, dated April 29, 1947, recorded among said land records in Deed Book 773, at page 276.

Said Parcel is also shown as "Parcel C" on Plat recorded with Deed recorded in Deed Book 773 at Page 276 among the Land Records of Arlington County, Virginia.

Based on an ALTA/NSPS Land Title Survey prepared by VIKA Virginia, LLC dated December 6, 2021, a current metes and bounds description of the property of Barcroft Number 7 Limited Partnership is as follows:

DECEMBER 6, 2021
DESCRIPTION OF
BARCROFT NUMBER 7, LP
DEED BOOK 2253, PAGE 241
ARLINGTON COUNTY, VIRGINIA

Being all of the property acquired by Barcroft Number 7 Limited Partnership by deed recorded in Deed Book 2253 at page 241 and also being known as Parcel C as shown on a plat record in Deed Book 773 at page 276, all among the Land Records of Arlington County, Virginia and being more particularly described as follows:

- Beginning for the same at a point on the westerly right-of-way line of South George Mason Drive (right-of-way varies), said point also marking the southerly most corner of the property of Barcroft Number 6 Limited Partnership as recorded in Deed Book 2253 at page 245, all among the aforementioned Land Records of Arlington County, Virginia; thence running with the said westerly right-of-way line of South George Mason Drive the following three (3) courses and distances
1. 689.13 feet along the arc of a curve to the right having a radius of 758.77 feet and a chord bearing and distance of South 17°31'33" West, 665.69 feet to a point of tangency; thence
 2. South 43°32'37" West, 166.18 feet to a point; thence
 3. South 70°30'07" West, 49.54 feet to a point; said point lying on the easterly line of the property of Barcroft Number 3 Limited partnership, as recorded in Deed Book 2253, at Page 253, among the aforementioned Land Records; thence running with the said easterly line of Barcroft Number 3 Limited Partnership and the easterly line of Barcroft Associates, a Limited Partnership, as recorded in Deed Book 1774, at Page 113, among the aforementioned Land Records the following course and distance
 4. North 22°47'23" West, 859.47 feet to a point, said point being the southwesterly most corner of the property of Barcroft Number 6 Limited Partnership, as recorded in Deed Book 2253, at Page 245, among the aforementioned Land Records of Arlington County, Virginia; thence running with the southerly line of Barcroft Number 6 Limited Partnership, the following four (4) courses and

distances

5. North 67°12'37" East, 382.49 feet to a point; thence
6. South 22°47'23" East, 1.90 feet to a point; thence
7. South 09°14'43" East, 219.65 feet to a point; thence
8. North 80°45'17" East, 309.93 feet to the point of beginning and containing 366,335 square feet or 8.40989 acres of land more or less

AND BEING the same property conveyed by Basil M. DeLashmutt and Gertrude M. DeLashmutt, et al., to Barcroft Number Seven, Incorporated, a Virginia corporation, by Deed dated August 1, 1955 and recorded in Deed Book 1214 at page 499, among the Land Records of Arlington County, Virginia, and conveyed by Barcroft Number 7, Inc., a Virginia corporation, to Barcroft Number 7 Limited Partnership, a Virginia limited partnership, by Deed Pursuant to Articles of Dissolution of Corporation dated December 30, 1986 and recorded in Deed Book 2253 at Page 241 among the aforesaid Land Records.

RPC 27-002-006

PARCEL EIGHT (Barcroft Number Nine, LLC)

Parcel "A" upon a plat of "Part of the Estler M. Palmer Property, formerly William H. Palmer Estate, made by Basil M. DeLashmutt, Certified Land Surveyor, dated April 28, 1947, attached to and made a part of a deed from Charles M. DeLashmutt, et al. to the County Board of Arlington County, Virginia dated April 29, 1947, and recorded among the land records of Arlington County, Virginia, in Deed Book 773 at Page 276.

Based on an ALTA/NSPS Land Title Survey prepared by VIKA Virginia, LLC dated December 6, 2021, a current metes and bounds description of the property of Barcroft Number Nine, LLC is as follows:

DESCRIPTION OF
BARCROFT NUMBER NINE, LLC
INSTRUMENT 20190100024407
ARLINGTON COUNTY, VIRGINIA

Being all of the property acquired by Barcroft Number Nine, LLC as recorded in Instrument 20190100024407, and also shown as Parcel A on a plat entitled "Part of the Former Ester M. Palmer Property, Formerly William H. Palmer Estate" as recorded in Deed Book 773 at Page 276, all among the Land Records of Arlington County, Virginia and being more particularly described as follows:

Beginning for the same at a point of curvature on the southerly right-of-way line of Columbia Pike, Route 244, (right-of-way varies), said point also marking the intersection of the said southerly right-of-way line of Columbia Pike and the westerly right-of-way line of South George Mason Drive (right-of-way varies), as recorded in Deed Book 773, at Page 276, among the aforementioned Land Records; thence running with the said westerly right-of-way line of South George Mason Drive the following three (3) courses and distances

1. 40.07 feet along the arc of a curve to the right having a radius of 30.00 feet and a chord bearing and distance of South 71° 24' 47" East, 37.16 feet to a point of tangency; thence
2. South 33° 08' 42" East, 30.58 feet to a point of curvature (tangent); thence
3. 144.88 feet along the arc of a curve to the right having a radius of 970.48 feet and a chord bearing and distance of South 28° 52' 05" East, 144.75 feet to a point; said point being the northeasterly most corner of the property of Barcroft Number 6 Limited Partnership as recorded in Deed Book 2253, at Page 245, among the aforementioned Land Records; thence running with the northerly property line of the said Barcroft Number 6 Limited Partnership, the following course and distance
4. South 67° 14' 18" West, 537.80 feet to an iron pipe found, said iron pipe lying on the easterly line of lot 9, Morrison Hill, as recorded in Instrument 20200100014580, among the aforementioned Land Records of Arlington County, Virginia; thence running with the easterly property line of Lot 9 thru Lot 1, and Parcel A, Morrison Hill the following course and distance
5. North 22° 45' 42" West, 224.87 to a point on the aforesaid southerly right-of-way line of Columbia Pike, Route 244; thence running with the said southerly line of Columbia Pike the following course and distance
6. North 70° 19' 08" East, 489.71 feet to the point of beginning and containing 111,132 square feet or 2.55124 acres of land more or less

AND BEING the same property conveyed by Basil M. DeLashmutt, Jr., and Nancy M. DeLashmutt Griffin, et al., to Barcroft Number Nine LLC, a Virginia limited liability company, by General Warranty Deed dated December 20, 2019, recorded as Instrument 20190100024407 among the Land Records of Arlington County, Virginia.

RPC 27-002-004

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

"SOCIAL DISADVANTAGE" CERTIFICATION

Individual's Name Jair K. Lynch

LIHTC Applicant Name 4202 13th Road S Owner, LLC

Part II, 13VAC10-180-60(E)(5)(f), of the Qualified Allocation Plan (the "Plan") of the Virginia Housing Development Authority (the "Authority" formerly VHDA) for the allocation of federal low income housing tax credits ("Credits") available under §42 of the Internal Revenue Code, as amended, provides that an applicant may receive five (5) points toward its application for Credits for demonstrating that at least one of its principals is a "socially disadvantaged individual," as such term is defined in 13 CFR 124.103, and that said principal has an ownership interest of at least 25% in the controlling general partner or managing member for the proposed development. The certification and information requested below will be used by the Authority in its evaluation of whether an applicant meets such requirements.

INSTRUCTIONS:

Please complete either IA or 1B and also provide a complete response to II. Omission of any information or failure to certify any of the information provided below may result in failure to receive points under Part II, 13VAC10-180-60(E)(5)(f) of the Plan. Though the information requested below is of a personal nature, please note that all information provided on this form shall be subject to the Virginia Freedom of Information Act, § 2.2-3700, et seq.

I. **SOCIAL DISADVANTAGE**

(Complete only Section I(A) OR I(B) and then acknowledge II below)

A. I am claiming social disadvantage because of my identification as a:

 X Black American

 Hispanic American

 Native American (Alaska Natives, Native Hawaiians, or enrolled members of a Federally or State recognized Indian Tribe)

 Asian Pacific American [An individual with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China (including Hong Kong), Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U. S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, The Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Fiji, Tonga, Kiribati, Tuvalu, or Nauru]

 Subcontinent Asian American (An Individual with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands or Nepal)

B. _____ I am claiming individual social disadvantage because I meet the requirements of 13 CFR 124.103(c)(2), and my social disadvantage has negatively impacted my entry into or advancement in the business world, as described in 13 CFR 124.103(c)(2)(iv).

II. **Ownership and Control**

Describe the ownership interest of the socially disadvantaged individual in the general partner or managing member of the applicant for Credits (provide any supporting documentation necessary to verify said ownership interest, such as the organizational chart provided elsewhere in the application for Credits).

- As shown on the attached organizational chart, the Applicant, 4202 13th Road S Owner, LLC, is an affiliate entity controlled by LDP Holdings, LLC (d/b/a Jair Lynch Real Estate Partners).

- The undersigned, Jair K. Lynch (as individual) is the President and CEO, and 75% owner (through affiliate entities) of Jair Lynch Real Estate Partners.

[Application continues on following page]

CERTIFICATION OF ELIGIBILITY

I hereby certify that the undersigned principal has an ownership interest of at least 25% in the controlling general partner or managing member for the proposed development, as required by the Plan. I hereby further certify that all information in this certification is true and complete to the best of my knowledge, that the Authority is relying upon this information for the purpose of allocating Credits, and that any false statements made herein may subject both the undersigned principal and the undersigned applicant to disqualification from current and future awards of Credits in Virginia.

APPLICANT:

__4202 13th Road S Owner, LLC_____
Name of Applicant



Signature of Applicant

__Jair K. Lynch, Authorized Signatory_____
Printed Name and Title of Authorized Signer

PRINCIPAL:



Signature of Qualifying Principal

__Jair K. Lynch, Authorized Signatory_____
Printed Name and Title of Qualifying Principal