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

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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.

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

VHDA TRACKING NUMBER

2024-TEB-137

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date: 7/18/2024

1. Development Name: Goodwill-4
2. Address (line 1): 10 South Glebe Road
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: 1023.01
7. Development is located in a **Qualified Census Tract**..... FALSE *Note regarding DDA and QCT*
8. Development is located in a **Difficult Development Area**..... FALSE
9. Development is located in a **Revitalization Area based on QCT** FALSE
10. Development is located in a **Revitalization Area designated by resolution** TRUE
11. Development is located in an **Opportunity Zone** (with a binding commitment for funding)..... FALSE
(If 9, 10 or 11 are True, **Action:** Provide required form in **TAB K1**)
12. Development is located in a census tract with a household poverty rate of.....
- | | 3% | 10% | 12% |
|--|-------|------|-------|
| | FALSE | TRUE | FALSE |

Enter only Numeric Values below:

13. Congressional District: 8
Planning District: 8
State Senate District: 40
State House District: 3

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

65 units of family housing within a larger development that includes 63 additional units of family housing and a Goodwill of Greater Washington retail store and processing center.

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 Boulevard, Suite 302		
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:

Anne Venezia, Housing Director

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

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

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

B. RESERVATION REQUEST INFORMATION

1. Requesting Credits From:

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

or

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

New Construction

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

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:

New Construction

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

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

FALSE

5. Planned Combined 9% and 4% Developments

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

TRUE

If true, provide name of companion development:

Goodwill-9

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

TRUE

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

Total Units within 9% allocation request?

63

Total Units within 4% Tax Exempt allocation Request?

65

Total Units:

128

% of units in 4% Tax Exempt Allocation Request:

50.78%

6. Extended Use Restriction

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

Must Select One:

30

Definition of selection:

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

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

TRUE

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: AHC Goodwill 4 LLC

Developer Name: AHC Inc.

Contact: M/M ☒ Mr. First: David MI: Last: Brotman

Address: 2230 N. Fairfax Drive, Suite 100

City: Arlington St. ☒ VA Zip: 22201

Phone: (203) 671-5302 Ext. Fax: (703) 486-0653

Email address: david.brotman@ahcinc.org

Federal I.D. No. 993862751 (If not available, obtain prior to Carryover Allocation.)

Select type of entity: ☒ Limited Liability Company Formation State: ☒ VA

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

Alan Goldstein, alan.goldstein@ahcinc.org, 202-905-5051

- 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. ☒ FALSE 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:

- ☒ TRUE 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.

- ☒ TRUE b. The development has an experienced sponsor (as defined in the manual) that has placed at least three (3) LIHTC developments in service in any state within the past 6 years (in addition to any development provided to qualify for option d. above)
Action: Provide one 8609 from each qualifying development.

- ☒ 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:

12/1/2025

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

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

FALSE

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

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

2. Timing of Acquisition by Owner:

Only one of the following statement should be True.

- a.

FALSE

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

TRUE

 Owner is to acquire property by deed (or lease for period no shorter than period property will be subject to occupancy restrictions) no later than.....

12/1/2026

 .
- c.

FALSE

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

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

D. SITE CONTROL

3. Seller Information:

Name:

Davis Memorial Goodwill Industries

Address:

1140 3rd St. NE, Suite 350

City:

Washington

St.:

DC

Zip:

20002

Contact Person:

Catherine Meloy

Phone:

(202) 715-2603

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.)

Names	Phone	Type Ownership	% Ownership
AHC Goodwill 4 JV LLC	(703) 486-0626	Managing Member of Owner	0.01%
Goodwill Affordable Housing Mission,	(202) 715-2603	Member of Managing Membe	20.00%
Davis Memorial Goodwill Industries	(202) 715-2603	Sole Member	0.00%
Catherine Meloy	(202) 715-2603	President and CEO of Sole Me	0.00%
			0.00%
			0.00%
			0.00%

needs ownership %
needs ownership %

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:	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) 926-3404
2. Tax Accountant:	Ashley Bell	This is a Related Entity.	FALSE
Firm Name:	SC&H Group	DEI Designation?	FALSE
Address:	910 Ridgebrook Road Sparks, MD 21152		
Email:	abell@schgroup.com	Phone:	(410) 793-1818
3. Consultant:		This is a Related Entity.	
Firm Name:		DEI Designation?	
Address:		Role:	
Email:		Phone:	
4. Management Entity:	Janice Haub	This is a Related Entity.	FALSE
Firm Name:	Paradigm Management II, LP	DEI Designation?	FALSE
Address:	1515 North Courthouse Road, Suite 600 Arlington, VA 22201		
Email:	jhaub@paradigmcos.com	Phone:	(571) 482-5922
5. Contractor:	Greg Pearson	This is a Related Entity.	FALSE
Firm Name:	Harkins Builders	DEI Designation?	FALSE
Address:	10490 Little Patuxent Parkway, Suite 400 Columbia, MD 21044		
Email:	gpearson@harkinsbuilders.com	Phone:	(410) 750-2600
6. Architect:	Meagan Jancy	This is a Related Entity.	FALSE
Firm Name:	MTFA Design+Preservation	DEI Designation?	FALSE
Address:	316 Pennsylvania Ave SE, Suite 401 Washington, DC 20003		
Email:	meaganj@mtfa-p.com	Phone:	(703) 524-6616
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) 926-3404
8. Mortgage Banker:		This is a Related Entity.	
Firm Name:		DEI Designation?	
Address:			
Email:		Phone:	
9. Other:		This is a Related Entity.	
Firm Name:		DEI Designation?	
Address:			
Email:		Phone:	

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

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

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

- b. This development has received a previous allocation of credits..... **FALSE**
If so, when was the most recent year that this development received credits? **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..... **FALSE**

- b. All buildings qualify for an exception to the 10-year rule under IRC Section 42(d)(2)(D)(i)..... **FALSE**

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

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

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

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

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

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

- d. There are different circumstances for different buildings..... **FALSE**

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

F. REHAB INFORMATION

3. Rehabilitation Credit Information

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

G. NONPROFIT INVOLVEMENT

Applications for 9% Credits - Section 1 must be completed in order to compete in the Non Profit tax credit pool.

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

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

- | | | |
|--------------|----|---|
| <u>TRUE</u> | a. | Be authorized to do business in Virginia. |
| <u>TRUE</u> | b. | Be substantially based or active in the community of the development. |
| <u>TRUE</u> | 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. |
| <u>FALSE</u> | d. | Own, either directly or through a partnership or limited liability company, 100% of the general partnership or managing member interest. |
| <u>TRUE</u> | e. | Not be affiliated with or controlled by a for-profit organization. |
| <u>TRUE</u> | f. | Not have been formed for the principal purpose of competition in the Non Profit Pool. |
| <u>TRUE</u> | g. | Not have any staff member, officer or member of the board of directors materially participate, directly or indirectly, in the proposed development as a for profit entity. |

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

A. Nonprofit Involvement (All Applicants)

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

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

B. Type of involvement:

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

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:



Owner

Name: AHC, Inc.

Contact Person: Paul Bernard

Street Address: 2230 N. Fairfax Drive, Suite 100

City: Arlington

State: ▶

VA

Zip: 22201

Phone: (703) 486-0626

Contact Email: paul.bernard@ahcinc.org

G. NONPROFIT INVOLVEMENT

D. Percentage of Nonprofit Ownership (All nonprofit applicants):
Specify the nonprofit entity's percentage ownership of the general partnership interest: 80.0%

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

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

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

Name of qualified nonprofit: AHC Inc.

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

Name of Local Housing Authority

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

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

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	65	bedrooms	105
Total number of rental units in development	65	bedrooms	105
Number of low-income rental units	65	bedrooms	105
Percentage of rental units designated low-income	100.00%		
b. Number of new units:.....	65	bedrooms	105
Number of adaptive reuse units:	0	bedrooms	0
Number of rehab units:.....	0	bedrooms	0
c. If any, indicate number of planned exempt units (included in total of all units in development).....			0
d. Total Floor Area For The Entire Development.....		87,472.69	(Sq. ft.)
e. Unheated Floor Area (i.e. Breezeways, Balconies, Storage).....		28,084.53	(Sq. ft.)
f. Nonresidential Commercial Floor Area (Not eligible for funding).....		0.00	
g. Total Usable Residential Heated Area.....		59,388.16	(Sq. ft.)
h. Percentage of Net Rentable Square Feet Deemed To Be New Rental Space		100.00%	
i. Exact area of site in acres	1.371		
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	702.27	SF	5	5
1BR Garden	800.52	SF	20	20
2BR Garden	996.66	SF	40	40
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
			65	65

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)..... **1**
- b. Age of Structure:..... **0** years
- c. Maximum Number of stories:..... **6**

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 <u>any</u> structural elements made of wood)..... | TRUE |
| ii. Mid Rise Building(s) - (5-7 stories with <u>no</u> structural elements made of wood)..... | FALSE |
| iii. High Rise Building(s) - (8 or more stories with <u>no</u> structural elements made of wood)..... | FALSE |

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

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

h. Development contains an elevator(s). **TRUE**

If true, # of Elevators. **2**

Elevator Type (if known)

H. STRUCTURE AND UNITS INFORMATION

i. Roof Type	▶	Flat
j. Construction Type	▶	Combination
k. Primary Exterior Finish	▶	Fiber Cement Siding

4. Site Amenities (indicate all proposed)

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

l. Describe Community Facilities:	Lobby, on-site property manager, access to telemedicine room, garage parki
-----------------------------------	--

m. Number of Proposed Parking Spaces	56
Parking is shared with another entity	TRUE

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 re[prt should be completed for the whole development and not an individual unit.

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

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

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

REQUIRED:

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

FALSE	a. A community/meeting room with a minimum of 749 square feet is provided with free WIFI access restricted to residents only.
44.40%	b1. Percentage of brick covering the exterior walls.
55.60%	b2. Percentage of Fiber Cement Board or other similar low-maintenance material approved by the Authority covering exterior walls. Community buildings are to be included in percentage calculations.
TRUE	c. Water expense is sub-metered (the tenant will pay monthly or bi-monthly bill).
FALSE	d. All faucets, toilets and showerheads in each bathroom are WaterSense labeled products.
FALSE	e. Rehab Only: Each unit is provided with the necessary infrastructure for high-speed internet/broadband service.
	f. <i>Not applicable for 2024 Cycles</i>
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.)
TRUE	h. Each unit is provided free individual WiFi access.
TRUE	i. Full bath fans are wired to primary light with delayed timer or has continuous exhaust by ERV/DOAS.
or	
FALSE	j. Full bath fans are equipped with a humidistat.
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	
TRUE	n. All Construction types: each unit is equipped with a permanent dehumidification system.
TRUE	o. All interior doors within units are solid core.
TRUE	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:

- | | |
|---|---|
| <u>TRUE</u> Earthcraft Gold or higher certification | <u>FALSE</u> National Green Building Standard (NGBS) certification of Silver or higher. |
| <u>FALSE</u> LEED Certification | <u>FALSE</u> Enterprise Green Communities (EGC) Certification |

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

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

- | | |
|--|--------------------------------------|
| <u>TRUE</u> Zero Energy Ready Home Requirements | <u>FALSE</u> Passive House Standards |
| <u>FALSE</u> 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)

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

100% of Total Rental Units

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

If not, please explain:

No market rate units



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

I. UTILITIES

1. Utilities Types:

- a. Heating Type

Heat Pump
- b. Cooking Type

Electric
- c. AC Type

Central Air
- d. Hot Water Type

Electric

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

- Water?

FALSE

Heat?

FALSE
- Hot Water?

FALSE

AC?

FALSE
- Lighting/ Electric?

FALSE

Sewer?

FALSE
- Cooking?

FALSE

Trash Removal?

TRUE

Utilities	Enter Allowances by Bedroom Size				
	0-BR	1-BR	2-BR	3-BR	4-BR
Heating	13	16	19	0	0
Air Conditioning	6	8	9	0	0
Cooking	5	6	8	0	0
Lighting	20	26	31	0	0
Hot Water	12	15	18	0	0
Water	20	22	28	0	0
Sewer	26	32	42	0	0
Trash	0	0	0	0	0
Total utility allowance for costs paid by tenant	\$102	\$125	\$156	\$0	\$0

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

- a. FALSE

HUD

d. FALSE

Local PHA
- b. FALSE

Utility Company (Estimate)

e. TRUE

Other: Third-party utility study
- c. FALSE

Utility Company (Actual Survey)

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

K. SPECIAL HOUSING NEEDS

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

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

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

TRUE

- 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.



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

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

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

FALSE

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

FALSE

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

FALSE

Supportive Housing (as described in the Tax Credit Manual)

If Supportive Housing is True: Will the supportive housing consist of units designated for tenants that are homeless or at risk of homelessness?

FALSE

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

K. SPECIAL HOUSING NEEDS

K. SPECIAL HOUSING NEEDS

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

FALSE

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

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 Housing Choice Voucher Program

Contact person: Vanessa Street

Title: Executive Director, Department of Human Services

Phone Number: (703) 228-1455

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: 0

% of total Low Income Units 0%

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

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

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

4. Target Population Leasing Preference

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

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

First Name: Morrya

Last Name: Jones

K. SPECIAL HOUSING NEEDS

Phone Number: (703) 486-0626 Email: morrya.jones@ahcinc.org

K. SPECIAL HOUSING NEEDS

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

Action: Provide appropriate documentation for any selection below (Tab S)

- TRUE

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.
- TRUE

c. Development will provide tenants with free on-call, telephonic or virtual healthcare services with a licensed provider.

6. Rental Assistance

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

TRUE

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

- If True, select one or more types.
- 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:
- TRUE

Other: Arlington County Project-Based Supportive Housing

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:

7

How many years in rental assistance contract?

5.00

Expiration date of contract:

6/1/2032

There is an Option to Renew.....

TRUE

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

7. Public Housing Revitalization

Is this development replacing or revitalizing Public Housing Units?

FALSE

K. SPECIAL HOUSING NEEDS

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
4	6.15%	30% Area Median
0	0.00%	40% Area Median
0	0.00%	50% Area Median
61	93.85%	60% Area Median
0	0.00%	70% Area Median
0	0.00%	80% Area Median
0	0.00%	Market Units
65	100.00%	Total

Rent Levels		
# of Units	% of Units	
0	0.00%	20% Area Median
4	6.15%	30% Area Median
0	0.00%	40% Area Median
0	0.00%	50% Area Median
61	93.85%	60% Area Median
0	0.00%	70% Area Median
0	0.00%	80% Area Median
0	0.00%	Market Units
65	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 FALSE

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

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

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



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

	Unit Type (Select One)	Rent Target (Select One)	Number of Units	# of Units 504 compliant	Net Rentable Square Feet	Monthly Rent Per Unit	Total Monthly Rent
Mix 1	Efficiency	60% AMI	1		503.52	\$1,521.00	\$1,521
Mix 2	Efficiency	30% AMI	1	1	557.49	\$709.00	\$709
Mix 3	Efficiency	60% AMI	3	3	557.49	\$1,521.00	\$4,563
Mix 4	1 BR - 1 Bath	60% AMI	14		659.43	\$1,614.00	\$22,596
Mix 5	1 BR - 1 Bath	60% AMI	1	1	653.58	\$1,614.00	\$1,614
Mix 6	1 BR - 1 Bath	60% AMI	5		662.72	\$1,614.00	\$8,070
Mix 7	2 BR - 2 Bath	30% AMI	2		811.59	\$888.00	\$1,776
Mix 8	2 BR - 2 Bath	60% AMI	13		811.59	\$1,933.00	\$25,129
Mix 9	2 BR - 2 Bath	60% AMI	5		823.47	\$1,933.00	\$9,665

L. UNIT DETAILS

Mix 10	2 BR - 2 Bath	60% AMI	5		763.01	\$1,933.00	\$9,665
Mix 11	2 BR - 2 Bath	60% AMI	5		940.77	\$1,933.00	\$9,665
Mix 12	2 BR - 2 Bath	60% AMI	5		885.82	\$1,933.00	\$9,665
Mix 13	2 BR - 2 Bath	60% AMI	3		952.55	\$1,933.00	\$5,799
Mix 14	2 BR - 2 Bath	60% AMI	1	1	948.01	\$1,933.00	\$1,933
Mix 15	2 BR - 2 Bath	30% AMI	1	1	948.01	\$888.00	\$888
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
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Mix 57							\$0
Mix 58							\$0
Mix 59							\$0
Mix 60							\$0
Mix 61							\$0
Mix 62							\$0
Mix 63							\$0
Mix 64							\$0
Mix 65							\$0
Mix 66							\$0

L. UNIT DETAILS

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			65	7				\$113,258

Total Units	65	Net Rentable SF:	TC Units	49,925.55
			MKT Units	0.00
			Total NR SF:	49,925.55

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

M. OPERATING EXPENSES**Administrative:**

Use Whole Numbers Only!

1. Advertising/Marketing			\$4,500
2. Office Salaries			\$75,335
3. Office Supplies			\$8,000
4. Office/Model Apartment	(type		\$0
5. Management Fee			\$52,550
4.00% of EGI	\$808.46	Per Unit	
6. Manager Salaries			\$45,000
7. Staff Unit (s)	(type		\$0
8. Legal			\$1,500
9. Auditing			\$12,000
10. Bookkeeping/Accounting Fees			\$6,000
11. Telephone & Answering Service			\$8,250
12. Tax Credit Monitoring Fee			\$2,925
13. Miscellaneous Administrative			\$39,022
Total Administrative			\$255,082

Utilities

14. Fuel Oil		\$0
15. Electricity		\$44,750
16. Water		\$18,150
17. Gas		\$0
18. Sewer		\$14,645
Total Utility		\$77,545

Operating:

19. Janitor/Cleaning Payroll		\$0
20. Janitor/Cleaning Supplies		\$1,200
21. Janitor/Cleaning Contract		\$11,600
22. Exterminating		\$5,926
23. Trash Removal		\$5,370
24. Security Payroll/Contract		\$5,500
25. Grounds Payroll		\$0
26. Grounds Supplies		\$3,000
27. Grounds Contract		\$16,500
28. Maintenance/Repairs Payroll		\$60,224
29. Repairs/Material		\$10,000
30. Repairs Contract		\$7,700
31. Elevator Maintenance/Contract		\$9,912
32. Heating/Cooling Repairs & Maintenance		\$3,500
33. Pool Maintenance/Contract/Staff		\$0
34. Snow Removal		\$2,500
35. Decorating/Payroll/Contract		\$4,500
36. Decorating Supplies		\$2,800
37. Miscellaneous		\$1,200
Totals Operating & Maintenance		\$151,432

M. OPERATING EXPENSES**Taxes & Insurance**

38. Real Estate Taxes		\$145,860
39. Payroll Taxes		\$0
40. Miscellaneous Taxes/Licenses/Permits		\$0
41. Property & Liability Insurance	\$1,227 per unit	\$79,755
42. Fidelity Bond		\$0
43. Workman's Compensation		\$0
44. Health Insurance & Employee Benefits		\$0
45. Other Insurance		\$0
Total Taxes & Insurance		\$225,615

Total Operating Expense**\$709,674**

Total Operating Expenses Per Unit	\$10,918	C. Total Operating Expenses as % of EGI	54.00%
--	-----------------	--	---------------

Replacement Reserves (Total # Units X \$300 or \$250 New Const./Elderly Minimum)	\$19,500
---	-----------------

Total Expenses	\$729,174
-----------------------	------------------

N. PROJECT SCHEDULE

ACTIVITY	ACTUAL OR ANTICIPATED DATE	NAME OF RESPONSIBLE PERSON
1. SITE		
a. Option/Contract	7/16/2024	David Brotman
b. Site Acquisition	6/1/2025	David Brotman
c. Zoning Approval	2/24/2024	Josh Childs
d. Site Plan Approval	3/1/2025	Josh Childs
2. Financing		
a. Construction Loan		
i. Loan Application	1/15/2025	David Brotman
ii. Conditional Commitment	3/15/2025	David Brotman
iii. Firm Commitment	4/15/2025	David Brotman
b. Permanent Loan - First Lien		
i. Loan Application	1/15/2025	David Brotman
ii. Conditional Commitment	3/15/2025	David Brotman
iii. Firm Commitment	4/15/2025	David Brotman
c. Permanent Loan-Second Lien		
i. Loan Application	8/17/2023	David Brotman
ii. Conditional Commitment	7/14/2024	David Brotman
iii. Firm Commitment	7/14/2024	David Brotman
d. Other Loans & Grants		
i. Type & Source, List	HOME/CDBG	David Brotman
ii. Application	2/13/2024	David Brotman
iii. Award/Commitment	7/8/2024	David Brotman
2. Formation of Owner	7/3/2024	David Brotman
3. IRS Approval of Nonprofit Status	9/17/1976	Kenneth Crawford
4. Closing and Transfer of Property to Owner	6/1/2025	David Brotman
5. Plans and Specifications, Working Drawings	7/18/2024 , 9/1/2024	Thomas Wallinga
6. Building Permit Issued by Local Government	5/1/2025	Marlon Moore
7. Start Construction	6/1/2025	Marlon Moore
8. Begin Lease-up	4/1/2027	Janice Haub
9. Complete Construction	6/1/2027	Marlon Moore
10. Complete Lease-Up	12/1/2027	Janice Haub
11. Credit Placed in Service Date	6/1/2027	David Brotman

O. PROJECT BUDGET - HARD COSTS

Cost/Basis/Maximum Allowable Credit

Complete cost column and basis column(s) as appropriate

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

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

Must Use Whole Numbers Only!		Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
Item	(A) Cost	"30% Present Value Credit"		(D)
		(B) Acquisition	(C) Rehab/ New Construction	"70 % Present Value Credit"
1. Contractor Cost				
a. Unit Structures (New)	11,841,340	0	11,841,340	0
b. Unit Structures (Rehab)	0	0	0	0
c. Non Residential Structures	0	0	0	0
d. Commercial Space Costs	0	0	0	0
X e. Structured Parking Garage	2,504,404	0	2,310,264	0
Total Structure	14,345,744	0	14,151,604	0
f. Earthwork	0	0	0	0
g. Site Utilities	0	0	0	0
X h. Renewable Energy	112,365	0	56,183	0
i. Roads & Walks	0	0	0	0
j. Site Improvements	0	0	0	0
k. Lawns & Planting	0	0	0	0
l. Engineering	0	0	0	0
m. Off-Site Improvements	0	0	0	0
n. Site Environmental Mitigation	0	0	0	0
o. Demolition	70,175	0	0	0
p. Site Work	2,208,989	0	1,988,090	0
q. Other Site work	0	0	0	0
Total Land Improvements	2,391,529	0	2,044,273	0
Total Structure and Land	16,737,273	0	16,195,877	0
r. General Requirements	939,850	0	892,858	0
s. Builder's Overhead	369,815	0	351,324	0
(2.2% Contract)				
t. Builder's Profit	739,631	0	702,649	0
(4.4% Contract)				
u. Bonds	153,265	0	153,265	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: Insurance and Fees	660,385	0	660,385	0
z. Other 2:	0	0	0	0
aa. Other 3:	0	0	0	0
Contractor Costs	\$19,600,219	\$0	\$18,956,358	\$0

Construction cost per unit: \$261,283.85

MAXIMUM COMBINED GR, OVERHEAD & PROFIT = \$2,343,218

ACTUAL COMBINED GR, OVERHEAD & PROFIT = \$2,049,296

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	414,511	0	409,311	0
b. Architecture/Engineering Design Fee \$15,251 /Unit)	991,332	0	977,237	0
c. Architecture Supervision Fee \$577 /Unit)	37,490	0	37,490	0
d. Tap Fees	234,000	0	234,000	0
e. Environmental	5,920	0	0	0
f. Soil Borings	13,100	0	10,480	0
g. Green Building (Earthcraft, LEED, etc.)	264,558	0	238,102	0
h. Appraisal	30,000	0	15,000	0
i. Market Study	4,400	0	0	0
j. Site Engineering / Survey	142,068	0	134,965	0
k. Construction/Development Mgt	405,000	0	384,750	0
l. Structural/Mechanical Study	0	0	0	0
m. Construction Loan Origination Fee	175,000	0	0	0
n. Construction Interest (0.0% for 0 months)	2,000,000	0	1,800,000	0
o. Taxes During Construction	215,750	0	107,875	0
p. Insurance During Construction	129,625	0	129,625	0
q. Permanent Loan Fee (0.0%)	175,000			
r. Other Permanent Loan Fees	0			
s. Letter of Credit	200,000	0	0	0
t. Cost Certification Fee	75,000	0	60,000	0
u. Accounting	0	0	0	0
v. Title and Recording	410,000	0	0	0
w. Legal Fees for Closing	465,820	0	145,215	0
x. Mortgage Banker	0	0	0	0
y. Tax Credit Fee	79,468			
z. Tenant Relocation	0			
aa. Fixtures, Furnitures and Equipment	97,500	0	97,500	0
ab. Organization Costs	0			
ac. Operating Reserve	354,837			
ad. Contingency	202,433			
ae. Security	0	0	0	0
af. Utilities	150,000	0	150,000	0
ag. Supportive Service Reserves	0			

O. PROJECT BUDGET - OWNER COSTS

(1) Other* specify:	Zoning Fees	258,236	0	218,772	0
(2) Other* specify:	Remediation for Demolition	98,659	0	0	0
(3) Other* specify:	Lease-up Costs	166,000	0	0	0
(4) Other* specify:	Debt Service/Lease Up Rese	526,577	0	0	0
(5) Other* specify:	Non-Financing Soft Cost Co	202,433	0	202,433	0
(6) Other* specify:	Predevelopment Cost of Ca	82,190	0	0	0
(7) Other* specify:	Financing Fees	777,700	0	77,700	0
(8) Other* specify:	Hard Cost Contingency	1,827,170	0	913,585	0
(9) Other* specify:		0	0	0	0
Owner Costs Subtotal (Sum 2A..2(10))		\$11,211,777	\$0	\$6,344,040	\$0
Subtotal 1 + 2 (Owner + Contractor Costs)		\$30,811,996	\$0	\$25,300,398	\$0
3. Developer's Fees		2,723,880	0	2,723,880	0
4. Owner's Acquisition Costs					
Land		2,925,000			
Existing Improvements		0	0		
Subtotal 4:		\$2,925,000	\$0		
5. Total Development Costs					
Subtotal 1+2+3+4:		\$36,460,876	\$0	\$28,024,278	\$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:

\$3,128,960

Proposed Development's Cost per Sq Foot	\$353	Meets Limits
Applicable Cost Limit by Square Foot:	\$520	
Proposed Development's Cost per Unit	\$475,679	Meets Limits
Applicable Cost Limit per Unit:	\$550,481	

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	36,460,876	0	28,024,278	0
2. Reductions in Eligible Basis				
a. Amount of federal grant(s) used to finance qualifying development costs	0	0	0	0
b. Amount of nonqualified, nonrecourse financing	0	0	0	0
c. Costs of nonqualifying units of higher quality (or excess portion thereof)	0	0	0	0
d. Historic Tax Credit (residential portion)	0	0	0	0
3. Total Eligible Basis (1 - 2 above)	0	28,024,278	0	0
4. Adjustment(s) to Eligible Basis (For non-acquisition costs in eligible basis)				
a. For QCT or DDA (Eligible Basis x 30%)	0		0	
<i>State Designated Basis Boosts:</i>				
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	28,024,278		0	
5. Applicable Fraction	100.00000%	100.00000%	100.00000%	
6. Total Qualified Basis (Eligible Basis x Applicable Fraction)	0	28,024,278	0	
7. Applicable Percentage	4.00%	4.00%	9.00%	
8. Maximum Allowable Credit under IRC §42 (Qualified Basis x Applicable Percentage)	\$0	\$1,120,971	\$0	
(Must be same as BIN total and equal to or less than credit amount allowed)	\$1,120,971 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.	Tax-Exempt Bonds	01/15/25	03/15/25	\$17,850,000	Virginia Housing
2.					
3.					
Total Construction Funding:				\$17,850,000	

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

	Source of Funds	Date of Application	Date of Commitment	Amount of Funds	Annual Debt Service Cost	Interest Rate of Loan	Amortization Period IN YEARS	Term of Loan (years)
1.	VHDA First Trust	1/15/2025	3/15/2025	\$1,750,000	\$125,290	6.39%	35	35
2.	VHDA REACH	1/15/2025	3/15/2025	\$2,600,000	\$137,212	3.95%	35	35
3.	VHDA Local Match	1/15/2025	3/15/2025	\$2,000,000	\$105,547	3.95%	35	35
4.	Amazon Housing Equity F	8/17/2023	7/14/2024	\$3,250,000	\$117,000	3.60%	9999	37
5.	Amazon Housing Equity F	8/17/2023	7/14/2024	\$3,250,000				37
6.	Arlington County HOME/C	2/13/2024	7/8/2024	\$6,345,238				37
7.	AHC Sponsor Loan	10/1/2024	4/1/2025	\$250,000				37
8.								
9.								
10.								
Total Permanent Funding:				\$19,445,238	\$485,049			

- 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.	Arlington County HOME/CDBG	7/8/2024	\$6,345,238
2.	Amazon Housing Equity Fund	7/14/2024	\$6,500,000
3.			
4.			
5.			
Total Subsidized Funding			\$12,845,238

5. Recap of Federal, State, and Local Funds

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

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

Below-Market Loans

TE: See Below For 50% Test Status

a.	Tax Exempt Bonds	\$17,850,000
b.	RD 515	\$0
c.	Section 221(d)(3)	\$0
d.	Section 312	\$0
e.	Section 236	\$0
f.	Virginia Housing REACH Funds	\$4,600,000
g.	HOME Funds	\$2,500,000
h.	Choice Neighborhood	\$0
i.	National Housing Trust Fund	\$0
j.	Virginia Housing Trust Fund	\$0
k.	Other: CDBG	\$3,845,238
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:

57.68%**7. Some of the development's financing has credit enhancements.....****FALSE**

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

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

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

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

c. **FALSE** Other

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

R. EQUITY**1. Equity****a. Portion of Syndication Proceeds Attributable to Historic Tax Credit**

Amount of Federal historic credits	\$0	x Equity \$	\$0.000	=	\$0
Amount of Virginia historic credits	\$0	x Equity \$	\$0.000	=	\$0

b. Housing Opportunity Tax Credit Request (paired with 4% credit requests only)

Amount of State HOTC	\$11,209,710	x Equity \$	\$0.550	=	\$6,165,341
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c. Equity that Sponsor will Fund:

i. Cash Investment	\$0	
ii. Contributed Land/Building	\$0	
iii. Deferred Developer Fee	\$537,360	(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 \$537,360

2. Equity Gap Calculation

a. Total Development Cost		\$36,460,876
b. Total of Permanent Funding, Grants and Equity	-	<u>\$26,147,938</u>
c. Equity Gap		\$10,312,938
d. Developer Equity	-	<u>\$1,035</u>
e. Equity gap to be funded with low-income tax credit proceeds		\$10,311,903

3. Syndication Information (If Applicable)

a. Actual or Anticipated Name of Syndicator:	▶ Hudson Housing Capital		
Contact Person:	Kimmel Cameron	Phone:	(917) 617-8645
Street Address:	630 Fifth Avenue, Suite 2850		
City:	New York	State:	NY
		Zip:	10111

b. Syndication Equity

i. Anticipated Annual Credits	\$1,120,971.00
ii. Equity Dollars Per Credit (e.g., \$0.85 per dollar of credit)	\$0.920
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	\$1,120,859
vi. Total to be paid by anticipated users of credit (e.g., limited partners)	\$10,311,903

c. Syndication:	Private
d. Investors:	Corporate

4. Net Syndication Amount

Which will be used to pay for Total Development Costs

\$10,311,903

5. Net Equity Factor

Must be equal to or greater than 85%

92.0000097543%

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			\$36,460,876
2. Less Total of Permanent Funding, Grants and Equity	-		\$26,147,938
3. Equals Equity Gap			\$10,312,938
4. Divided by Net Equity Factor (Percent of 10-year credit expected to be raised as equity investment)			92.0000097543%
5. Equals Ten-Year Credit Amount Needed to Fund Gap			\$11,209,714
Divided by ten years			10
6. Equals Annual Tax Credit Required to Fund the Equity Gap			\$1,120,971
7. Maximum Allowable Credit Amount (from Eligible Basis Calculation)			\$1,120,971
8. Requested Credit Amount		For 30% PV Credit:	\$1,120,971
		For 70% PV Credit:	\$0
Credit per LI Units	\$17,245.7077	Combined 30% & 70% PV Credit Requested	
Credit per LI Bedroom	\$10,675.9143		
			\$1,120,971

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	\$113,258
Plus Other Income Source (list): <u>Laundry and Fees</u>	<u>\$2,026</u>
Equals Total Monthly Income:	<u>\$115,284</u>
Twelve Months	x12
Equals Annual Gross Potential Income	\$1,383,406
Less Vacancy Allowance <u>5.0%</u>	<u>\$69,170</u>
Equals Annual Effective Gross Income (EGI) - Low Income Units	<u>\$1,314,236</u>
Warning: Documentation must be submitted to support vacancy rate of less than 7%.	

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

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

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

3. Cash Flow (First Year)

a. Annual EGI Low-Income Units	\$1,314,236
b. Annual EGI Market Units	\$0
c. Total Effective Gross Income	\$1,314,236
d. Total Expenses	\$729,174
e. Net Operating Income	\$585,062
f. Total Annual Debt Service	\$485,049
g. Cash Flow Available for Distribution	\$100,013

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	1,314,236	1,340,520	1,367,331	1,394,677	1,422,571
Less Oper. Expenses	729,174	751,049	773,581	796,788	820,692
Net Income	585,062	589,471	593,750	597,889	601,879
Less Debt Service	485,049	485,049	485,049	485,049	485,049
Cash Flow	100,013	104,422	108,701	112,840	116,830
Debt Coverage Ratio	1.21	1.22	1.22	1.23	1.24

	Year 6	Year 7	Year 8	Year 9	Year 10
Eff. Gross Income	1,451,022	1,480,043	1,509,644	1,539,837	1,570,633
Less Oper. Expenses	845,313	870,672	896,792	923,696	951,407
Net Income	605,710	609,371	612,852	616,141	619,227
Less Debt Service	485,049	485,049	485,049	485,049	485,049
Cash Flow	120,661	124,322	127,803	131,092	134,178
Debt Coverage Ratio	1.25	1.26	1.26	1.27	1.28

	Year 11	Year 12	Year 13	Year 14	Year 15
Eff. Gross Income	1,602,046	1,634,087	1,666,769	1,700,104	1,734,106
Less Oper. Expenses	979,949	1,009,347	1,039,628	1,070,817	1,102,941
Net Income	622,097	624,740	627,141	629,287	631,165
Less Debt Service	485,049	485,049	485,049	485,049	485,049
Cash Flow	137,048	139,691	142,092	144,238	146,116
Debt Coverage Ratio	1.28	1.29	1.29	1.30	1.30

Estimated Annual Percentage Increase in Revenue 2.00% (Must be \leq 2%)
 Estimated Annual Percentage Increase in Expenses 3.00% (Must be \geq 3%)

U. Building-by-Building Information

Must Complete

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

Number of BINS:1

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

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.		65		10 South Glebe Road		Arlington	VA	22204				\$0	\$28,024,278	06/01/27	4.00%	\$1,120,971				\$0
2.												\$0				\$0				\$0
3.												\$0				\$0				\$0
4.												\$0				\$0				\$0
5.												\$0				\$0				\$0
6.												\$0				\$0				\$0
7.												\$0				\$0				\$0
8.												\$0				\$0				\$0
9.												\$0				\$0				\$0
10.												\$0				\$0				\$0
11.												\$0				\$0				\$0
12.												\$0				\$0				\$0
13.												\$0				\$0				\$0
14.												\$0				\$0				\$0
15.												\$0				\$0				\$0
16.												\$0				\$0				\$0
17.												\$0				\$0				\$0
18.												\$0				\$0				\$0
19.												\$0				\$0				\$0
20.												\$0				\$0				\$0
21.												\$0				\$0				\$0
22.												\$0				\$0				\$0
23.												\$0				\$0				\$0
24.												\$0				\$0				\$0
25.												\$0				\$0				\$0
26.												\$0				\$0				\$0
27.												\$0				\$0				\$0
28.												\$0				\$0				\$0
29.												\$0				\$0				\$0
30.												\$0				\$0				\$0
31.												\$0				\$0				\$0
32.												\$0				\$0				\$0
33.												\$0				\$0				\$0
34.												\$0				\$0				\$0
35.												\$0				\$0				\$0

65

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

Totals from all buildings

\$0

\$28,024,278

\$0

\$1,120,971

\$0

Number of BINS:1

V. STATEMENT OF OWNER

The undersigned hereby acknowledges the following:

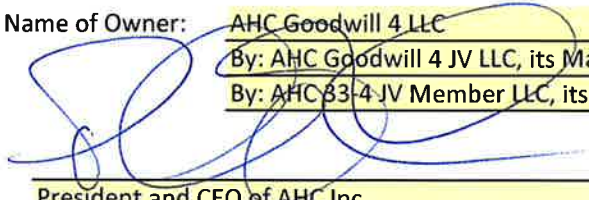
1. that, to the best of its knowledge and belief, all factual information provided herein or in connection herewith is true and correct, and all estimates are reasonable.
2. that it will at all times indemnify and hold harmless Virginia Housing and its assigns against all losses, costs, damages, Virginia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

V. STATEMENT OF OWNER

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

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

Legal Name of Owner: AHC Goodwill 4 LLC
By: AHC Goodwill 4 JV LLC, its Managing Member
By: AHC 83-4 JV Member LLC, its member

By: 
Its: President and CEO of AHC Inc.
(Title)

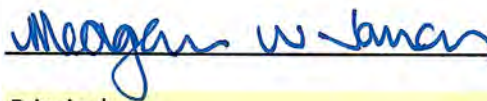
V. STATEMENT OF ARCHITECT

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:	Meagan Ward Jancy
Virginia License#:	0401017642
Architecture Firm or Company:	MTFA Design + Preservation

By:



Its:

Principal

(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	N	0 or 10	0.00
e. Location in a revitalization area with resolution	Y	0 or 15	15.00
f. Location in a Opportunity Zone	N	0 or 15	0.00
Total:			15.00
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	35.23%	Up to 40	40.00
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	10%	0, 20, 25 or 30	25.00
g. Development provided priority letter from Rural Development	N	0 or 15	0.00
h. Dev. located in area with increasing rent burdened population	Y	Up to 20	20.00
Total:			90.00

3. DEVELOPMENT CHARACTERISTICS:

a. Enhancements (See calculations below)			72.76
b. Project subsidies/HUD 504 accessibility for 5 or 10% of units	Y	0 or 50	50.00
or c. HUD 504 accessibility for 10% of units	N	0 or 20	0.00
d. Provides approved resident services or eligible childcare services	Y	0 or 15	15.00
e. Provides telephonic or virtual health services	Y	0 or 15	15.00
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	100%	Up to 15	15.00
i. Developments with less than 100 low income units	Y	up to 20	14.00
j. Historic Structure eligible for Historic Rehab Credits	N	0 or 5	0.00
Total:			201.76

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)	6.15%	Up to 10	6.15
d. Units with rents at or below 40% of AMI (up to 10% of LI units)	6.15%	Up to 10	6.15
e. Units in Higher Income Jurisdictions with rent and income at or below 50% of AMI	6.15%	Up to 50	6.15
f. Units in Higher Income Jurisdictions with rents <= 50% rented to tenants with <= 60% of AMI	6.15%	Up to 25	0.00
or g. Units in LI Jurisdictions with rents <= 50% rented to tenants with <= 60% of AMI	6.15%	Up to 50	0.00
Total:			18.45

5. SPONSOR CHARACTERISTICS:

a. Experienced Sponsor - 1 development in Virginia	Y	0 or 5	5.00
b. Experienced Sponsor - 3 developments in any state	Y	0 or 15	15.00
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	N	0 or 5	0.00
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:			20.00

6. EFFICIENT USE OF RESOURCES:

a. Credit per unit		Up to 200	89.00
b. Cost per unit		Up to 100	52.54
Total:			141.54

7. BONUS POINTS:

a. Extended Use Restriction	0 Years	40 or 50	0.00
or b. Nonprofit or LHA purchase option	Y	0 or 60	60.00
or c. Nonprofit or LHA Home Ownership option	N	0 or 5	0.00
d. Combined 9% and 4% Tax Exempt Bond Site Plan	Y	Up to 30	30.00
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:			95.00

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

TOTAL SCORE: 581.75

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	37.76
c. Sub metered water expense	5	5.00
d. Watersense labeled faucets, toilets and showerheads	3	0.00
e. Rehab only: Infrastructure for high speed internet/broadband	1	0.00
f. N/A for 2022	0	0.00
g. Each unit provided free individual high speed internet access	10	0.00
h. Each unit provided free individual WiFi	12	12.00
i. Bath Fan - Delayed timer or continuous exhaust	3	3.00
j. Baths equipped with humidistat	3	0.00
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	5.00
o. All interior doors within units are solid core	3	3.00
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>72.76</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: 72.76

X.

Development Summary

Summary Information

2024 Low-Income Housing Tax Credit Application For Reservation

Deal Name:

Goodwill-4

Cycle Type:4% Tax Exempt Bonds Credits

Requested Credit Amount:\$1,120,971

Allocation Type:New Construction

Jurisdiction:Arlington County

Total Units65

Population Target:General

Total LI Units65

Total Score581.75

Project Gross Sq Ft:87,472.69

Owner Contact:DavidBrotman

Green Certified?TRUE

Source of Funds	Amount	Per Unit	Per Sq Ft	Annual Debt Service
Permanent Financing	\$19,445,238	\$299,158	\$222	\$485,049
Grants	\$0	\$0		
Subsidized Funding	\$12,845,238	\$197,619		

Uses of Funds - Actual Costs				
Type of Uses	Amount	Per Unit	Sq Ft	% of TDC
Improvements	\$16,737,273	\$257,497	\$191	45.90%
General Req/Overhead/Profit	\$2,049,296	\$31,528	\$23	5.62%
Other Contract Costs	\$813,650	\$12,518	\$9	2.23%
Owner Costs	\$11,211,777	\$172,489	\$128	30.75%
Acquisition	\$2,925,000	\$45,000	\$33	8.02%
Developer Fee	\$2,723,880	\$41,906	\$31	7.47%
Total Uses	\$36,460,876	\$560,937		

Income	
Gross Potential Income - LI Units	\$1,383,406
Gross Potential Income - Mkt Units	\$0
Subtotal	\$1,383,406
Less Vacancy %5.00%	\$69,170
Effective Gross Income	\$1,314,236

Rental Assistance?

TRUE

Expenses		
Category	Total	Per Unit
Administrative	\$255,082	\$3,924
Utilities	\$77,545	\$1,193
Operating & Maintenance	\$151,432	\$2,330
Taxes & Insurance	\$225,615	\$3,471
Total Operating Expenses	\$709,674	\$10,918
Replacement Reserves	\$19,500	\$300
Total Expenses	\$729,174	\$11,218

Cash Flow	
EGI	\$1,314,236
Total Expenses	\$729,174
Net Income	\$585,062
Debt Service	\$485,049
Debt Coverage Ratio (YR1):	1.21

Total Development Costs	
Total Improvements	\$30,811,996
Land Acquisition	\$2,925,000
Developer Fee	\$2,723,880
Total Development Costs	\$36,460,876

Proposed Cost Limit/Sq Ft:

\$353

Applicable Cost Limit/Sq Ft:

\$520

Proposed Cost Limit/Unit:

\$475,679

Applicable Cost Limit/Unit:

\$550,481

Unit Breakdown	
Supp Hsg	0
# of Eff	5
# of 1BR	20
# of 2BR	40
# of 3BR	0
# of 4+ BR	0
Total Units	65

	Income Levels	Rent Levels
	# of Units	# of Units
<=30% AMI	4	4
40% AMI	0	0
50% AMI	0	0
60% AMI	61	61
>60% AMI	0	0
Market	0	0

Income Averaging?

TRUE

Extended Use Restriction?

30

Y. Efficient Use of Resources

Credit Points for 9% Credits:

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

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

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

Combined Max	\$1,120,971
Credit Requested	\$1,120,971
% of Savings	0.00%
Sliding Scale Points	89

Cost Points:

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

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

Total Costs Less Acquisition	\$33,535,876
Total Square Feet	87,472.69
Proposed Cost per SqFt	\$383.39
Applicable Cost Limit per Sq Ft	\$520.00
% of Savings	26.27%
Total Units	65
Proposed Cost per Unit	\$515,937
Applicable Cost Limit per Unit	\$550,481
% of Savings	6.28%
Max % of Savings	26.27%
Sliding Scale Points	52.54

Tab A:

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

**OPERATING AGREEMENT
OF
AHC GOODWILL 4 LLC**

This Operating Agreement (the "**Agreement**") of AHC Goodwill 4 LLC (the "**Company**"), a limited liability company organized pursuant to the Virginia Limited Liability Company Act (the "**Act**"), is entered into by AHC Inc., a Virginia nonstock corporation and AHC Goodwill 4 JV LLC, a Virginia limited liability company (together, the "**Members**").

1. **Name.** The name of the limited liability company is "AHC Goodwill 4 LLC" and its principal business office is located at 2230 Fairfax Drive, Suite 100, Arlington, VA 22201.
2. **Purpose and Powers.** The purpose for which the Company is formed is to hold real estate, and to undertake any other activity which a company may lawfully undertake under the Act.
3. **Separateness.** The Company will conduct its business and operations in its own name and will maintain books and records and bank accounts separate from those of any other person or entity.
4. **Management.** The Company will be managed by AHC Goodwill 4 JV LLC (the "Managing Member"), who will exercise full and exclusive control over the affairs of the Company. The Managing Member may appoint officers and agents for the Company and give them such titles and powers as the Managing Member may choose. Any action taken by the Managing Member in the name of the Company, and any action taken by an officer or agent of the Company in the name of the Company and with the proper authorization of the Managing Member, will be an action of the Company.
5. **Membership Interests.** Respective membership interests are set forth on Exhibit A.
6. **Allocations of Profit and Loss.** All profits and losses of the Company (and items of income, deduction, gain, or loss) will be allocated to the Members in accordance with their respective membership interest.
7. **Distributions.** All distributions with respect to a membership interest in the Company will be made to the Members in accordance with their respective membership interest.
8. **Capital Contribution.** The capital contribution of the Members to the Company will be as determined by the Members.
9. **Dissolution.** The Company will dissolve upon the first to occur of (i) the sale or other disposition of all or substantially all of the Company's property and the Company's receipt of all or substantially all of the proceeds thereof, or (ii) the determination of the Members to dissolve.
10. **Fiscal Year.** The fiscal year of the Company will be the calendar year.
11. **Taxation as Partnership.** The Company will file its return with the Commissioner of Internal Revenue and any applicable state taxing authorities as a partnership and will not elect to be taxable other than as a partnership without the consent of the Members.

- 12. Tax Matters Partner.** The Managing Member is hereby designated the Tax Matters Partner for the purposes of Section 6231(a)(7)(B) of the Internal Revenue Code of 1986, as amended. The Tax Matters Partner will comply with the responsibilities set forth in Sections 6221 through 6234 of the Code.
- 13. No Liability of Members and Others.** The Members and their agents and any officers and agents of the Company will not be liable for the Company's liabilities, debts or obligations, all of which will be the sole obligation of the Company. The failure by the Company to observe any formalities or requirements relating to the exercise of its powers or the management of its business or affairs under this Agreement will not be grounds for imposing personal liability on the Members or any officer.
- 14. Indemnification.**
- (a) To the fullest extent permitted by applicable law, the Company shall indemnify any person or entity (each, an “**Indemnitee**”) who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding brought by or against the Company or otherwise, whether civil, criminal, administrative or investigative, including, without limitation, any action by or in the right of the Company to procure a judgment in its favor, by reason of the fact that such Indemnitee is or was a Member, or a member or manager of the Member, or an officer or employee of the Company, or at the relevant time, being or having been such a Member, or member or manager of the Member, or officer or employee, that such Indemnitee is or was serving at the request of the Company as a partner, shareholder, member, manager, director, officer or trustee of another corporation, limited liability company, partnership, joint venture, trust or other enterprise, against all expenses (including attorneys’ fees and disbursements), judgments, fines and amounts paid in settlement, actually and reasonably incurred by such Indemnitee in connection with such action, suit or proceeding.
 - (b) To the fullest extent permitted by applicable law, the Company may, in the discretion of the Member, pay expenses (including reasonable legal fees) incurred by any Indemnitee in defending any action, suit or proceeding described in Section 14(a) in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such Indemnitee to repay such advance if it shall ultimately be determined that such Indemnitee is not entitled to be indemnified by the Company pursuant to this Section 14.
 - (c) The indemnification provided by this Section 14 shall not be deemed exclusive of any other rights to indemnification to which those seeking indemnification may be entitled under any agreement, determination of the Member or otherwise. The rights to indemnification and reimbursement or advancement of expenses provided by, or granted pursuant to, this Section 14 shall continue as to an Indemnitee who has ceased to be a Member, or an officer or employee of the Company (or other person indemnified hereunder) and shall inure to the benefit of the executors, administrators, legatees and distributees of such person.
- 15. Amendment.** This Agreement may be amended only by written instrument executed by the Members and indicating an express intention to amend this instrument.

- 16. Governing Law.** This Agreement will be interpreted, construed and enforced in accordance with the laws of the Commonwealth of Virginia.

The undersigned has executed this Agreement effective as of July 3, 2024.

[signature pages follows]

[signature page to Operating Agreement of AHC Goodwill 4 LLC]

Member:

AHC Inc., a Virginia nonstock corporation

By:


Paul Bernard, President

Managing Member:

AHC Goodwill 4 JV LLC, a Virginia limited liability company

By: AHC 33-4 JV Member LLC, a Virginia limited liability company. Member

By: AHC Inc., its Sole Member

By:


Paul Bernard, President

Exhibit A

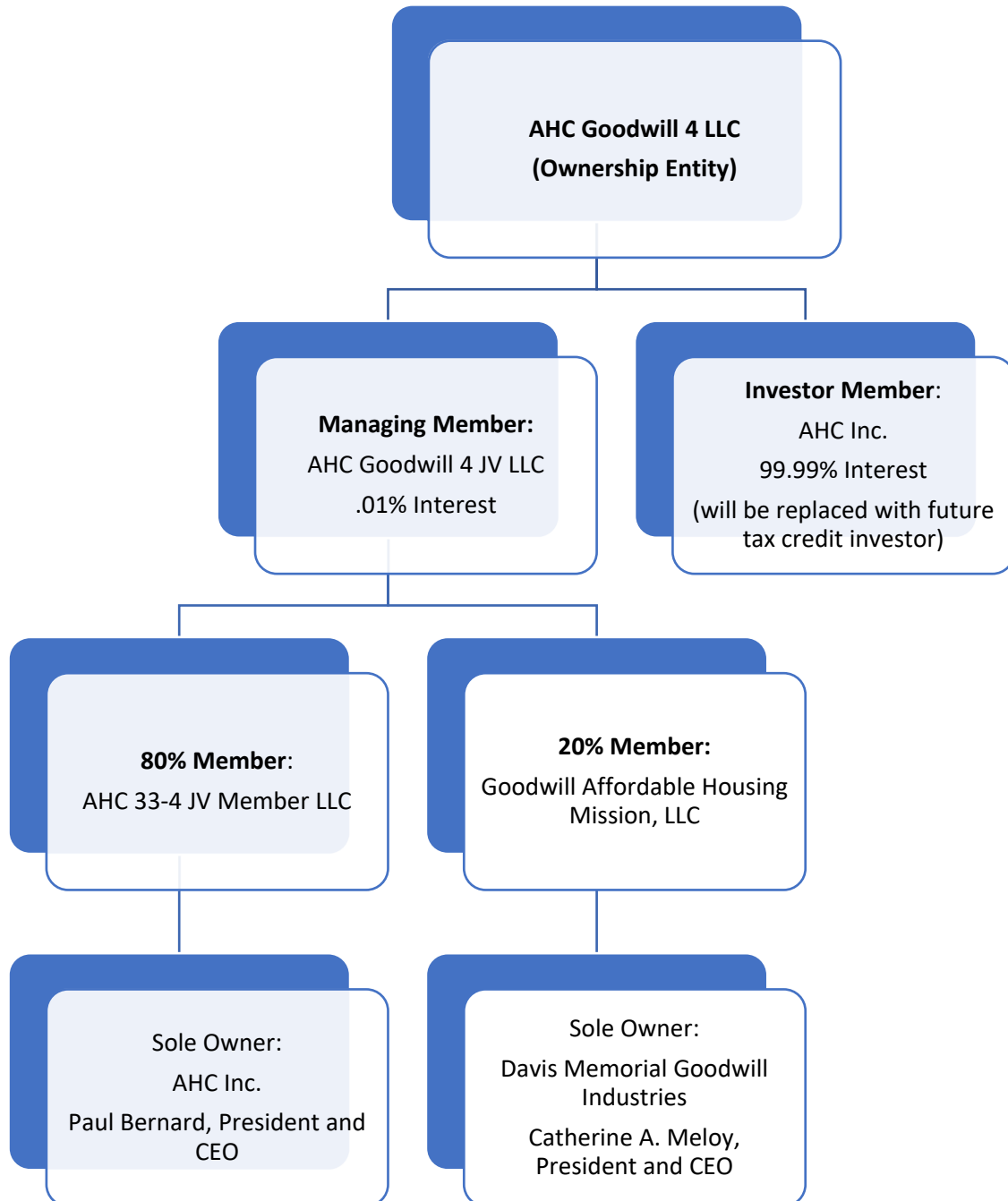
MEMBERS; PERCENTAGE OWNERSHIP

<u>Member</u>	<u>Percentage</u>
AHC Inc.	99.99%
AHC Goodwill 4 JV LLC	0.01%

Last Updated: July 3, 2024

Goodwill-4

Org Chart for Tax Credit Submission



Tab B:

Virginia State Corporation Commission Certification
(MANDATORY)

Commonwealth of Virginia



STATE CORPORATION COMMISSION

Richmond, July 3, 2024

This is to certify that the certificate of organization of

AHC Goodwill 4 LLC

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

Effective date: July 3, 2024



STATE CORPORATION COMMISSION

Attest:

A handwritten signature in cursive script, reading "Bernard J. St. John".

Clerk of the Commission

**COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION**

AT RICHMOND, JULY 3, 2024

The State Corporation Commission has found the accompanying articles of organization submitted on behalf of

AHC Goodwill 4 LLC

to comply with the requirements of law, and confirms payment of all required fees. Therefore, it is ORDERED that this

CERTIFICATE OF ORGANIZATION

be issued and admitted to record with the articles of organization in the Office of the Clerk of the Commission, effective July 3, 2024.

The limited liability company is granted the authority conferred on it by law in accordance with the articles of organization, subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

By

A handwritten signature in black ink, appearing to read "Samuel T. Towell", with a long, sweeping horizontal stroke at the end.

Samuel T. Towell
Commissioner

Tab C:

**Principal's Previous Participation Certification
(MANDATORY)**



Previous Participation Certification & Schedule A Instructions

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: **Goodwill-4**

Name of Applicant (entity): **AHC Goodwill 4 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

Paul Bernard

Printed Name

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

7/16/24

Tab D:

List of LIHTC Developments (Schedule A)
(MANDATORY)

List of LIHTC Developments (Schedule A)



Development Name: Goodwill-4
Name of Applicant: AHC Goodwill 4 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.

Goodwill Affordable Housing Mission, LLC

Principal's Name:

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

N

Y or N

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



Development Name: Goodwill-4

Name of Applicant: AHC Goodwill 4 LLC

INSTRUCTIONS:

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.
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- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience for the past 15 years.
- 4 Use separate pages as needed, for each principal.

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

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
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* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

1st PAGE
TOTAL:

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#DIV/0!

LIHTC as % of
Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: Goodwill-4
 Name of Applicant: AHC Goodwill 4 LLC

INSTRUCTIONS:

- 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.
- 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.
- List only tax credit development experience for the past 15 years.
- Use separate pages as needed, for each principal.

Davis Memorial Goodwill Industries Controlling GP (CGP) or 'Named' Managing Member of Proposed property? N
 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"
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* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

1st PAGE
TOTAL:

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LIHTC as % of
Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: Goodwill-4
 Name of Applicant: AHC Goodwill 4 LLC

INSTRUCTIONS:

- 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.
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- 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.
- List only tax credit development experience for the past 15 years.
- Use separate pages as needed, for each principal.

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

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
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* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

1st PAGE
TOTAL:

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LIHTC as % of
Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: Goodwill-4
Name of Applicant: AHC Goodwill 4 LLC

INSTRUCTIONS:

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.
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- 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.
- List only tax credit development experience for the past 15 years.
- Use separate pages as needed, for each principal.

Principal's Name: AHC Inc.		Controlling GP (CGP) or 'Named' Managing 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	The Atlantic at Brook Run Richmond, VA	Brook Run Somerset, LLC 804-248-2205	N	120	120	4/30/2009	9/10/2010	N
2	MonteVerde Apartments Baltimore, MD	MonteVerde Housing Limited Partnership 410-685-0366	Y	301	301	7/1/2009	7/29/2011	N
3	Kirkwood Apartments Baltimore, MD	Kirkwood House Preservation, LP 410-685-0366	Y	261	261	2/1/2010	3/3/2011	N
4	Westover Apartments Arlington, VA	AHC Limited Partnership - 18 703-486-0626	Y	153	115	10/1/2010	9/8/2011	N
5	Macedonia Apartments Arlington, VA	Nauck Development Partners-I LP 703-486-0626	Y	36	36	4/29/2011	2/14/2012	N
6	The Jordan Arlington, VA	AHC Limited Partnership - 20 703-486-0626	Y	90	90	9/22/2011	7/24/2012	N
7	Tripod Housing (The Ashlons, Taylor Square, Key Gardens) Arlington, VA	AHC Limited Partnership - 21 703-486-0626	Y	103	103	9/28/2011	8/20/2012	N
8	Union Rowe Apartments Baltimore, MD	Franklin Square Housing Limited Partnership 410-685-0366	Y	72	72	4/1/2012	9/20/2013	N
9	Arbor Heights Arlington, VA	AHC Limited Partnership - 22 703-486-0626	Y	198	198	12/31/2013	7/21/2014	N
10	Key's Point 1A Baltimore, MD	O'Donnell Heights 1 Associates LP 410-685-0366	Y	76	75	2/2/2014	6/4/2015	N
11	The Shell Apartments Arlington, VA	AHC Limited Partnership - 23 703-486-0626	Y	83	83	12/23/2014	1/15/2016	N
12	Jackson Crossing Alexandria, VA	AHC Limited Partnership - 24 703-486-0626	Y	78	78	12/18/2015	8/2/2016	N
13	Madera Apartments Baltimore, MD	Woodland Apartments LP 703-486-0626	Y	47	47	12/29/2015	3/7/2019	N
14	Woodbury Park Arlington, VA	AHC Limited Partnership - 25 703-486-0626	Y	364	204	1/1/2017	10/5/2017	N
15	Key's Point 1B Baltimore, MD	O'Donnell Heights 2 Associates LP 410-685-0366	Y	68	68	1/19/2018	11/13/2018	N
16	St. James Plaza (The Hillmore) Alexandria, VA	AHC Limited Partnership - 26 703-486-0626	Y	93	93	3/2/2018	12/4/2018	N
19	Colonial Village West Arlington, VA	AHC LP 28 - Colonial Village 703-486-0626	Y	70	70	10/26/2018	7/29/2020	N
17	Apex East (The Berkeley I) Arlington, VA	AHC Limited Partnership - 27-9 703-486-0626	Y	125	125	3/31/2020	9/15/2021	N
18	Apex West (The Berkeley II) Arlington, VA	AHC Limited Partnership - 27-4 703-486-0626	Y	131	131	6/30/2020	2/22/2022	N
20	The Spire Alexandria, VA	AHC Limited Partnership - 29 703-486-0626	Y	113	113	3/25/2021	9/8/2022	N
21	Terraces at Arlington View East (Arlington View Terrace East) Arlington, VA	AHC Limited Partnership - 30 Arlington View 703-486-0626	Y	77	77	3/31/2023	TBD	N
22	The Westerly (WFS2) (9%) Washington, DC	WFS2 AH9 MT LLC 202-686-0010	Y	42	42	11/2/2023	TBD	N
23	The Westerly (WFS2) (4%) Washington, DC	WFS2 AH4 MT LLC 202-686-0010	Y	94	94	11/2/2023	TBD	N
24	Randolph Road Silver Spring, MD	AHC LP - 31 Randolph 703-486-0626	Y	168	168	TBD	TBD	N
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* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

1st PAGE
TOTAL: 2,963 2,764

LIHTC as % of
93% Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: Goodwill-4
 Name of Applicant: AHC Goodwill 4 LLC

INSTRUCTIONS:

- 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.
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- 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.
- List only tax credit development experience for the past 15 years.
- Use separate pages as needed, for each principal.

AHC Goodwill 4 LLC Controlling GP (CGP) or 'Named' Managing Member of Proposed property? N
 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"
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* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

1st PAGE
TOTAL:

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LIHTC as % of
Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: Goodwill-4
Name of Applicant: AHC Goodwill 4 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.
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- 3 List only tax credit development experience for the past 15 years.
- 4 Use separate pages as needed, for each principal.

AHC Goodwill 4 JV LLC

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

Principal's Name:

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



Development Name: Goodwill-4
 Name of Applicant: AHC Goodwill 4 LLC

INSTRUCTIONS:

- 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.
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- 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.
- List only tax credit development experience for the past 15 years.
- Use separate pages as needed, for each principal.

AHC 33-4 JV Member LLC
 Principal's Name: _____ Controlling GP (CGP) or 'Named' Managing Member of Proposed property? Y Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
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* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

1st PAGE
TOTAL:

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LIHTC as % of
Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

Tab E:

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

OPTION TO GROUND LEASE

This Option to Ground Lease (this “**Option**”) effective July 16, 2024, is made by and between Davis Memorial Goodwill Industries, a District of Columbia corporation, d/b/a Goodwill of Greater Washington (“**Optionor**”), and AHC Goodwill 4 LLC, a Virginia limited liability company (“**Optionee**”). Optionor and Optionee shall sometimes be referred to herein collectively as the “**Parties**” and singly as a “**Party**.”

RECITALS

A. Optionor is the owner in fee simple of that certain parcel of land located in Virginia and having the street address of 10 South Glebe Road, Arlington, as more particularly described on the attached Exhibit A (“**Land**”), which Land is improved by certain nonresidential buildings that are anticipated to be demolished.

B. Optionee intends to apply to the Virginia Housing Development Authority (“**VHDA**”) for an allocation of low-income housing tax credits and other financing to assist in the development of a multifamily rental housing development and other improvements on the Land.

C. The Land is anticipated to be subjected to a condominium regime, which is anticipated to contain three (3) units (the “**Units**”), and the Project is expected to be located on a portion of the Land as one of the Units in such condominium regime, as outlined on the site plan attached as Exhibit B. The three Units will be (a) one Unit containing the low income housing project that is the subject of this Option (the “**Ground Leasehold Parcel**” or the “**Project**”), (b) a ground floor retail unit (the “**Retail Unit**”) to be owned by Optionor (or its designee) and operated as a Goodwill retail store and processing center, and (c) a unit containing the other low income housing tax project (the “**Second LIHTC Project**”), and each unit will have certain reciprocal easement rights with respect to supporting parking, drives, landscaping, stormwater management, sanitary sewer, utilities and other infrastructure (collectively the “**Site Development**”).

D. In connection with the process of applying for low-income housing tax credits, Optionee must demonstrate that it has “site control” over the Ground Leasehold Parcel.

E. Optionor will lease the Ground Leasehold Parcel to Optionee under a long-term ground lease (“**Ground Lease**”), in a form that the parties have determined is agreeable to both such parties.

F. Optionor and Optionee desire to enter into this Option describing their mutual intention to enter into the Ground Lease.

Therefore, the parties agree as follows:

AGREEMENT

1. **Deposit:** On the date hereof, Optionee shall deliver to Optionor a deposit in the amount of \$100.00 (the “**Deposit**”). The Deposit is acknowledged as delivered to Optionor hereby and shall be refundable in the event of Optionee’s good faith failure to exercise the Option or enter into the Ground Lease. If Optionee exercises the Option and enters into the Ground Lease, the Deposit will be applied to the Initial Capitalized Rent Payment (as defined below).

2. **Option:** At any time beginning the date hereof and ending on December 31, 2024, with any extension periods provided for herein or otherwise agreed to by the parties in writing (as may be extended as set forth below in this Section 2, the “**Option Period**”), Optionee will have the right and option to lease the Ground Leasehold Parcel pursuant to the Ground Lease. Notwithstanding the foregoing, in the event Optionee (a) is not in default beyond any applicable notice and cure period in this Option, and (b) has not secured such low-income housing tax credit allocations/reservations and other loan commitment(s) that the Optionee determines is sufficient for construction of the Project prior to December 1, 2024, then Optionee may by written notice ten (10) days prior to December 1, 2024, extend the Option Period to December 1, 2025. Such written notice shall include the Optionee’s plan and schedule to apply for additional tax credits, subsidy funds, and/or loan commitments to permit exercising the Option prior to December 1, 2025.
 - 2.1. Exercise. Optionee may exercise the option granted herein at any time during the Option Period by notifying Optionor in writing, provided that all conditions precedent pursuant to Paragraph 7 have been satisfied, or waived by the party for whose benefit the condition is imposed.
 - 2.2. Closing. The parties will enter into the Ground Lease, and the Ground Lease will become effective, at a closing (the “**Closing**”) that shall occur within three hundred and sixty-five (365) days following Optionee’s delivery of the written notice to Optionor exercising the Option, or such other period agreed to in writing by the Optionee and Optionor (the “**Closing Date**”). Closing will be accomplished through the escrowed delivery of all documents and funds required by this Option to Optionee’s selected title company (the “**Title Company**”). The Optionee may extend the Closing Date by up to three (3) months to accommodate the requirements of any unrelated secured lender by notice to the Optionor. All financing needed by Optionee to complete the Project shall be closed concurrently with the Closing hereunder.
 - 2.3. Items to be Delivered by Optionor at Closing. At Closing, Optionor will execute, deliver and/or provide to the Title Company, or will cause to be executed, delivered and/or provided to Title Company, the following closing documents:
 - 2.3.1. The Ground Lease conveying to Optionee the leasehold interest to the Ground Leasehold Parcel, free and clear of any liens or encumbrances other than encumbrances permitted by Optionee, in its as-is, where-is condition, and without representation or warranty;
 - 2.3.2. a FIRPTA certificate signed by Optionor containing the following: (i) Optionor's U.S. Taxpayer Identification Number, (ii) the business address of Optionor and (iii) a statement that Optionor is not a foreign person within the meaning of Sections 1445 and 7701 of the Internal Revenue Code;
 - 2.3.3. evidence reasonably satisfactory to the Title Company authorizing the consummation by Optionor of the transactions contemplated hereby and the execution and delivery of all documents and instruments in connection herewith;
 - 2.3.4. all such other documents and instruments customarily executed and delivered by a landlord of a ground leasehold similar to the leasehold interest in the Ground Leasehold Parcel conveyed by the Ground Lease in the jurisdiction in which the Land is located, consistent with the terms and provisions of this Option; and

- 2.3.5. the customary form of affidavit certifying to the Title Company, among other things: (i) the absence of claims which would give rise to mechanic's and materialmen's liens, (ii) that Optionor is the only party in possession of the Ground Leasehold Parcel, and (iii) that there are no pending suits or outstanding judgments against either Optionor or the Land.
- 2.4. Funds. At Closing, Optionee will provide to the Title Company or cause to be provided to Title Company the immediately available funds payable to the Title Company representing the Initial Capitalized Rent Payment due in accordance with the Ground Lease;
- 2.5. Prorations. Real estate taxes and assessments on the Land will be prorated at closing in accordance with normal practices.
3. **Terms and Conditions of Ground Lease:** The terms of the Ground Lease will be as set forth in the form of the Ground Lease to be agreed upon by the parties. The minimum term will be eighty (80) years from the Closing. Such term may be extended up to a total of nineteen (19) years, if either (a) required by the senior secured lender providing the senior loan as part of the Closing or (b) if as part of the first refinancing of the initial senior secured loan, such refinancing lender requires an extension of the minimum term.
- The parties agree to make such reasonable revisions, including but not limited to attaching riders or addenda, to the agreed-upon form of Ground Lease as may be required by VHDA or any other investors or lenders for the Project (including the riders and addendum required by HUD-FHA, and the requirements from Fannie Mae and Freddie Mac) so long as such revisions are commercially reasonable and do not materially increase any obligations or materially reduce any rights or benefits of Optionor thereunder. Unless waived by VHDA and/or the Project lenders, the Ground Leasehold Parcel and the Ground Lease will be senior to the lien of such lenders and the Project loans.
4. **Initial Capitalized Rent Payment:** The initial rent payment to be made under the Ground Lease (the "**Initial Capitalized Rent Payment**") will be equal to: two million nine hundred twenty-five thousand dollars (\$2,925,000.00).
5. **Tenant:** Optionee will be the Tenant under the Ground Lease, provided that Optionee will have the right to admit one or more tax credit investors as members of Optionee.
6. **Recording:** This Option will not be recorded, but a memorandum of the Ground Lease is expected to be recorded in the appropriate office of public records in connection with Closing. All taxes and other costs of transfer and recordation will be borne by Optionee.
7. **Conditions Precedent to Exercise of Option; Covenants:** Optionee shall not be entitled to exercise this Option to enter into the Ground Lease until the following conditions have been satisfied:
- 7.1. Optionee shall have obtained final approval, which cannot be appealed, of any required or necessary land use approvals or permits to perform the Site Development and construct the Project, provided that Optionor shall reasonably assist with and execute related documents to facilitate such approvals, but at no out-of-pocket expense to the Optionor;
- 7.2. Optionee shall have obtained committed financing sufficient to complete Optionee's share of the costs of the Site Development and the Project as designed;

- 7.4. Optionee shall have provided reasonable, acceptable forms for all easements, covenants and restrictions necessary to the Site Development and the construction and operation of the Project;
8. **Conditions Precedent to Entering into Ground Lease:** Following Optionee's exercise of the Option, the obligation of Optionee to enter into the Ground Lease and complete the Closing will be conditioned upon the following:
- 8.1. Optionor's title to the Ground Leasehold Parcel shall be good and marketable, and free and clear of all liens, charges, encumbrances, encroachments, easements, restrictions, leases, tenancies, occupancies or agreements or other matters unduly burdening the development of the Project, and the leasehold interest of Optionee under the Ground Lease shall be marketable, fully insurable by a recognized title insurance company at its regular rates on terms acceptable to Optionee, and free and clear of any liens or encumbrances other than encumbrances permitted by Optionee; and
- 8.2. All conditions for closing of financing sufficient to complete the Project as designed shall have been satisfied and such financing shall close at the same time as the Closing hereunder.
9. **Termination:** This Option may be terminated in accordance with the following provisions:
- 9.1. This Option will automatically terminate if Optionee does not exercise its option to lease the Land during the Option Period, as may be extended, or cannot enter into the Ground Lease during the Option Period as a consequence of the failure of any condition precedent set forth in Section 7. In addition, this Option will automatically terminate if Optionee does not proceed to Closing and enter into the Ground Lease prior to the Closing Date, as may extended.
- 9.2. Optionor may at its election, by providing written notice to Optionee, terminate this Option if Optionee has not submitted an application to VHDA for reservation for an allocation of 4% low-income housing tax credits before July 31, 2024.
- 9.3. Optionee may at its election by providing written notice to Optionor to terminate this Option as follows:
- 9.3.1. For its convenience;
- 9.3.2. If any condition set forth in Section 7 is not or cannot reasonably or practically be satisfied; or
- 9.3.3. If Optionee determines that the Project is not feasible for any reason or if any investigations, inspections, studies or tests of the Land are unsatisfactory to Optionee.
10. **Exclusive Option:** Until such time as this Option is terminated, Optionor shall not market, sell, offer for sale, negotiate with respect to, or otherwise deal in, the sale, lease or other transfer of the Land or of any interest therein, or of any interest in the Optionor or any other entity holding a legal or beneficial interest in the Land.
11. **Time of Essence:** Time is of the essence in this Option.

12. Representations and Warranties

12.1. Optionor's Representations and Warranties regarding Optionor and Land. Optionor represents and warrants to Optionee that:

- 12.1.1. Authority. Optionor has the full right and authority and has obtained any and all consents required to enter into this Option and to consummate or cause to be consummated the transactions contemplated hereby. This Option has been, and all of the documents to be delivered by Optionor at the Closing will be, authorized and properly executed and constitutes, or will constitute, as appropriate, the valid and binding obligation of Optionor, enforceable in accordance with their terms.
- 12.1.2. Conflicts and Pending Action. There is no agreement to which Optionor is a party or to the Optionor's knowledge binding on Optionor which is in conflict with this Option.
- 12.1.3. Service Contracts and Equipment Leases. There are no Service Contracts and Equipment Leases related to the Land that will survive the Closing.
- 12.1.4. Violations. Optionor has not received Notice from any Governmental Authority of any violation by Optionor of any law, rule or regulation affecting the Land or its use including any environmental law or regulation, health and public safety law, nor has Optionor received notice from any Governmental Authority that the Land is in violation of any applicable land use law, building or zoning code or ordinance, except for any such matters which may have been previously cured by Optionor or which have been disclosed to and accepted by Optionee or which would be entirely cured by the demolition of the existing building.
- 12.1.5. Anti-Terrorism Laws. Optionor is not a person or an entity described by Section 1 of the Executive Order (No. 13,224) Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, 66 Fed. Reg. 49,079 (September 24, 2001) (a "Prohibited Person"), and to its knowledge does not engage in any dealings or transactions with any Prohibited Person.
- 12.1.6. Tenant Leases. There are no Tenant Leases or tenancies of the Property that will survive the Closing.
- 12.1.7. Non-Foreign Status. Optionor is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code.
- 12.1.8. No Bankruptcy. Optionor has not (a) commenced a voluntary case, or had entered against it a petition, for relief under any federal bankruptcy act or any similar petition, order or decree under any federal or state law with respect to bankruptcy, insolvency or other relief for debtors, or (b) caused, suffered or consented to the appointment of a receiver, trustee, administrator, conservator, liquidator or similar official in any federal, state or foreign judicial or non-judicial proceeding to hold, administer and/or liquidate all or substantially all of its assets.

12.1.9. The Ground Leasehold Parcel is leased "AS-IS," "WHERE-IS." Except as specifically provided for herein, the Optionor disavows any oral statements or representations made by its agents, employees or third parties unless said statement or representation is specifically set forth in this Option.

All of the representations and warranties contained in Section 12.1 shall survive the Closing for a period of six (6) months.

12.2. Optionee's Representations and Warranties. As a material inducement to Optionor to execute this Option and consummate this transaction, Optionee represents and warrants to Optionor that:

12.2.1. Organization and Authority. Optionee has been duly organized and validly exists, as a limited liability company in good standing in the Commonwealth of Virginia. Optionee has the full right and authority and has obtained any and all consents required to enter into this Option. This Option has been, and all of the documents to be delivered by Optionee at the Closing will be, authorized and properly executed and constitutes, or will constitute, as appropriate, the valid and binding obligation of Optionee, enforceable in accordance with their terms.

12.2.2. Conflicts and Pending Action. There is no agreement to which Optionee is a party or to Optionee's knowledge binding on Optionee which is in conflict with this Option. There is no action or proceeding pending or, to Optionee's knowledge, threatened against Optionee which challenges or impairs Optionee's ability to execute or perform its obligations under this Option.

12.2.3. Anti-Terrorism Laws. Optionee is not a Prohibited Person, and does not engage in any dealings or transactions, and is not otherwise associated, with any Prohibited Person.

12.2.4. No Bankruptcy. Optionee has not (a) commenced a voluntary case, or had entered against it a petition, for relief under any federal bankruptcy act or any similar petition, order or decree under any federal or state law with respect to bankruptcy, insolvency or other relief for debtors, or (b) caused, suffered or consented to the appointment of a receiver, trustee, administrator, conservator, liquidator or similar official in any federal, state or foreign judicial or non-judicial proceeding to hold, administer and/or liquidate all or substantially all of its assets.

12.2.5. Survival. The provisions of this Section 12.2 shall survive the Closing for a period of six (6) months.

13. **Notices:** Any and all notices, elections, demands or communications permitted or required to be made under this Option will be in writing, signed by the party giving such notice, and will be delivered in person or sent by registered or certified mail or by overnight mail by Federal Express or UPS to the other party hereto. The date of actual delivery or the date delivery is refused, as the case may be, will be the date that such notice or election will be deemed to have been given; provided that, in the event any notice is delivered on a Saturday, Sunday or legal holiday recognized in the Commonwealth of Virginia or the District of Columbia, then such notice shall be deemed given on the next day that is not a Saturday, Sunday or legal holiday. For the purpose of this Option:

The address of Optionor is:

Goodwill of Greater Washington
1140 3rd Street NE, Suite 350
Washington, D.C. 20002
Attn: Catherine Meloy
Email: catherine.meloy@dcgoodwill.org

with copies to:

Goodwill of Greater Washington
1140 3rd Street NE, Suite 350
Washington, D.C. 20002
Attn: Josh Wallish
Email: josh.wallish@dcgoodwill.org

and

Morris, Manning & Martin, LLP
1333 New Hampshire Ave, NW
Suite 800
Washington, DC 20036
Attn: Elizabeth Karmin
Email: bkarmin@mmmlaw.com

The address of Optionee is:

AHC Goodwill 4 LLC
c/o AHC Inc.
2230 North Fairfax Drive, Suite 100
Arlington, VA 22201
Attn: Paul Bernard
Email: paul.bernard@ahcinc.org

With a copies to:

Klein Hornig LLP
1325 G Street, NW, Suite 700
Washington D.C. 20005
Attn: Erik T. Hoffman
Email: EHoffman@kleinhornig.com

and

Shulman Rogers Gandal Pordy & Ecker, P.A.
12505 Park Potomac Avenue, 6th Floor
Potomac, Maryland 20854
Attn: Howard J. Ross
Email: hross@shulmanrogers.com

14. **Risk of Loss; Condemnation or Casualty:** Risk of loss will remain with the Optionor until Closing. The Optionor will notify Optionee of any (i) condemnation or taking by eminent domain of any portions of the Land or (ii) casualty event affecting the Land. Optionor and Optionee agree that the Optionee has no obligation to restore the Land in the event of a condemnation or casualty event. Optionee will have the right, but not the obligation, to terminate this Option if there has been a condemnation event. For clarity, Optionee shall not have any right to terminate this Agreement as a result of a casualty.
15. **No Brokers, Finders, Etc.:** Neither Party has engaged any agent, broker, finder or investment or commercial banker in connection with the negotiation, execution or performance of this Option, or the transactions contemplated hereby.
16. **Expenses:** Except as specifically set forth herein, whether or not the transaction contemplated by this Option is consummated, each of the Parties will pay their own fees and expenses incident to the negotiation, preparation, execution, delivery and performance of this Option.
17. **Complete Agreement; Waiver and Modification, Etc.** This Option constitutes the entire agreement between the Parties pertaining to the specific subject matter hereof. There are no representations, warranties, covenants or conditions by or benefiting any Party except those expressly stated or provided for in this Option, any implied representations, warranties, covenants or conditions being hereby expressly disclaimed. No person or entity other than the Parties to this Option have any rights or remedies under or in connection with this Option, except rights or remedies validly assigned hereunder. No amendment, supplement or termination of or to this Option, and no waiver of any of the provisions hereof, will require the consent of any person or entity other than the Parties hereto, nor will any such amendment, supplement, termination or waiver be binding on a Party to this Option unless made in a writing signed by such Party.
18. **Further Assurances:** From time to time and at any time after the execution and delivery hereof, each of the Parties, at their own expense, will execute, acknowledge and deliver any further instruments, documents and other assurances reasonably requested by another Party, and will take any other action consistent with the terms of this Option that may reasonably be requested by another Party to evidence or carry out the intent of or to implement this Option.
19. **Incorporation of Recitals:** The Recitals set forth above are hereby incorporated into this Option.
20. **Estoppel Certificates:** Each Party will, from time to time upon 15 days' prior written request by the other Party, execute, acknowledge and deliver to the requesting Party a certificate signed by an authorized representative of such Party stating whether to the actual knowledge of such Party (without investigation) (a) this Option is or is not in full force and effect, (b) this Option is or is not unmodified (and, if modified, the details of the modification(s)), and (c) the requesting Party is in default in performance of any covenant, agreement or condition contained in this Option, and, if so, specifying each such default of which the non-requesting Party may have actual knowledge.
21. **Choice of Law:** This Option will be governed by, enforced, and construed in accordance with the internal laws of the Commonwealth of Virginia.
22. **Assignment:** Optionee will not assign its interest in the Option without the prior written consent of Optionor, in its sole discretion. This Option shall be binding on the successors and assigns of the parties hereto; provided that this shall not be deemed to modify the immediately preceding sentence.

23. **Counterparts:** This Option may be executed in multiple original counterparts, each of which will constitute an original document binding upon the party or parties signing the same. It will not be necessary that all parties sign all counterparts and this Option will be binding if each party will have executed at least one counterpart. PDF, TIF, facsimile, or other electronic signatures will be deemed originals for all purposes.

(signature pages follows)

The parties have executed this Option to Ground Lease as of the date first above written.

OPTIONOR:

DAVIS MEMORIAL GOODWILL INDUSTRIES,
d/b/a Goodwill of Greater Washington

By: 
Name: Catherine Meloy
Title: President and CEO

[signatures continue on the following page]

OPTIONEE:

AHC GOODWILL 4 LLC
a Virginia limited liability company

By: AHC Goodwill 4 JV LLC,
a Virginia limited liability company,
its managing member,

By: AHC 33-4 JV Member LLC,
a Virginia limited liability company,
its Member,

By: AHC Inc.
a Virginia corporation
its sole member

By: 
Name: Paul Bernard
Title: President and CEO

Exhibit A

Legal Description of Land

ALL OF THE FOLLOWING parcel of land situate, lying and being in the County of Arlington, Commonwealth of Virginia, and being more particularly described as follows:

Parcel J, Caruthers' and Creasy's Addition to Glebe Manors, as the same appears duly dedicated, platted and recorded in Deed Book 2858 at Page 1158 among the land records of Arlington County, Virginia.

Being the same property conveyed to Davis Memorial Goodwill Industries, Inc., a District of Columbia corporation, by Deed from Stephen P. Caruthers, Trustee, Lynn E. Caruthers, Trustee and Donald John Creasy, Trustee dated May 25, 1999, recorded June 2, 1999, among the land records of Arlington County, Virginia in Deed Book 2986, Page 2162.

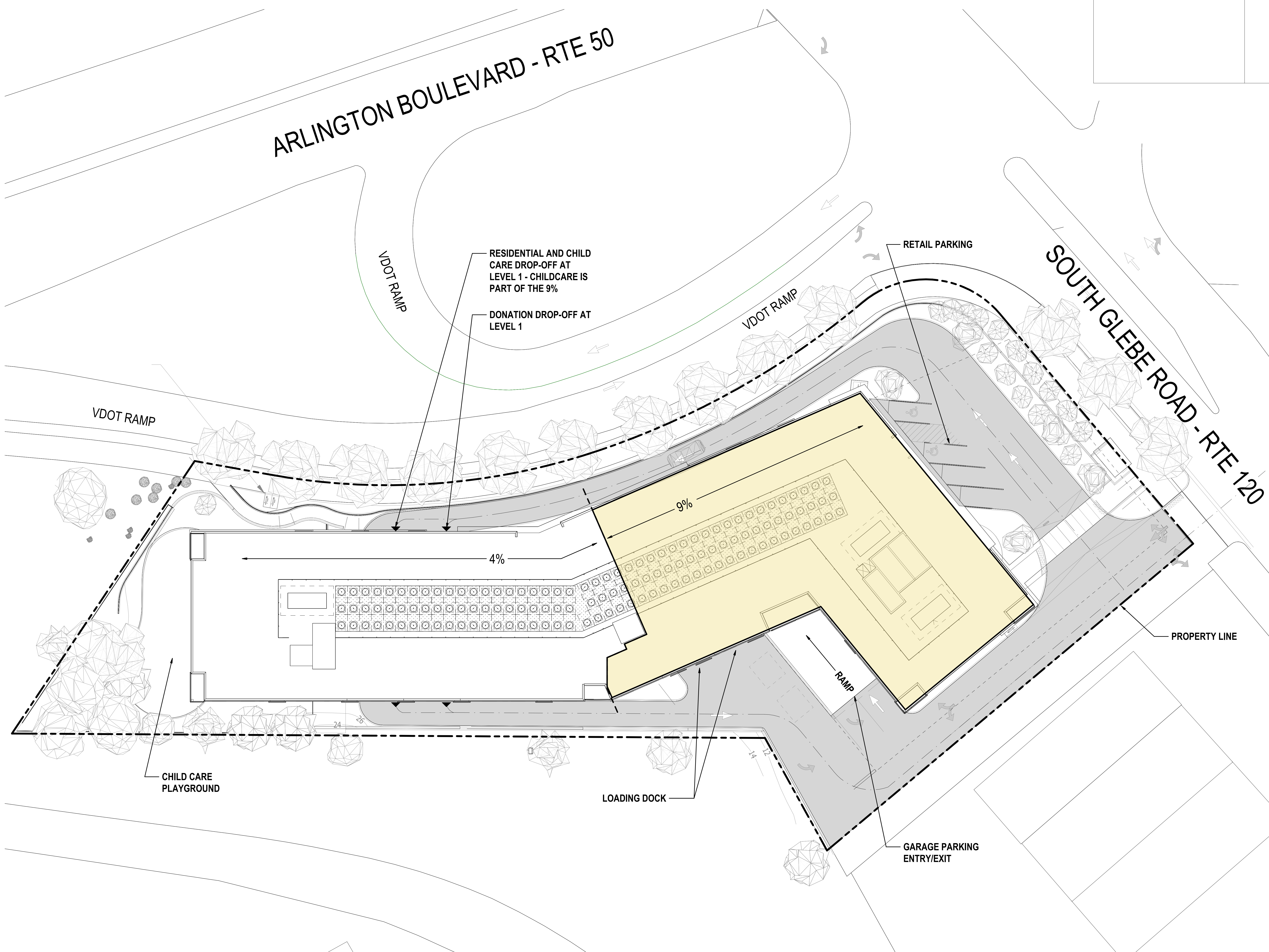
TOGETHER WITH that non-exclusive ingress and egress easement as more fully described in the Reciprocal Easement Agreement by and among Stephen Caruthers, Lynn E. Caruthers and Donald J. Creasy, Trustees, and Davis Memorial Goodwill Industries, dated July 26, 1999, and recorded September 14, 1999, in Deed Book 3012, Page 1034 among the land records of Arlington, County, Virginia.

Informational Note:

RPC# 23-001-034 Parcel J, Caruthers' and Creasy's Addition to Glebe Manors – 10 S. Glebe Road, Arlington, Virginia

Exhibit B

Site Plan Depiction of Ground Leasehold Parcel



GENERAL NOTES (SITE PLAN)

1. ARCHITECTURAL SITE PLAN IS DIAGNOSTIC AND FOR INFORMATIONAL PURPOSES ONLY.
SEE CIVIL DRAWINGS FOR ADDITIONAL INFORMATION.



AHC / GOODWILL
10 S GLEBE ROAD, ARLINGTON, VA 22204

Owner
Goodwill of Greater Washington
10 South Glebe Rd.
Arlington, VA 22204

Developer
AHC
2230 North Fairfax Dr. Suite 100
Arlington, VA 22201
703.486.0626

Civil
VIKA Virginia, LLC
8180 Greensboro Dr. Suite 200
Tysons, VA 22102
703.442.7800

Structural/MEP
Alliance Engineers
12355 Sunrise Valley Drive, Suite 220
Reston, VA 20191
703.749.7941

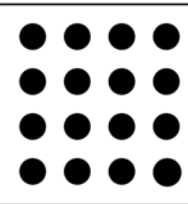


PROJECT # 23511
DATE: ISSUE: A

DRAWN: Author CHECKED: Checker
SCALE: AS INDICATED

SHEET TITLE:
ARCHITECTURAL SITE PLAN

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SHEET #

AFFORDABLE HOMES &
COMMUNITIES**AHC /
GOODWILL**
10 S GLEBE ROAD, ARLINGTON,
VA 22204Owner
Goodwill of Greater Washington
10 South Glebe Rd.
Arlington, VA 22204Developer
AHC
2230 North Fairfax Dr. Suite 100
Arlington, VA 22201
703.486.0626Civil
VIKA Virginia, LLC
8180 Greensboro Dr. Suite 200
Tysons, VA 22102
703.442.7800Structural/MEP
Alliance Engineers
12355 Sunrise Valley Drive, Suite 220
Reston, VA 20191
703.749.7941

PROJECT # 23511

DATE: ISSUE: A

DRAWN: CHECKED:
Author Checker

SCALE: AS INDICATED

SHEET TITLE:
**OVERALL LEVEL P2
FLOOR PLAN**

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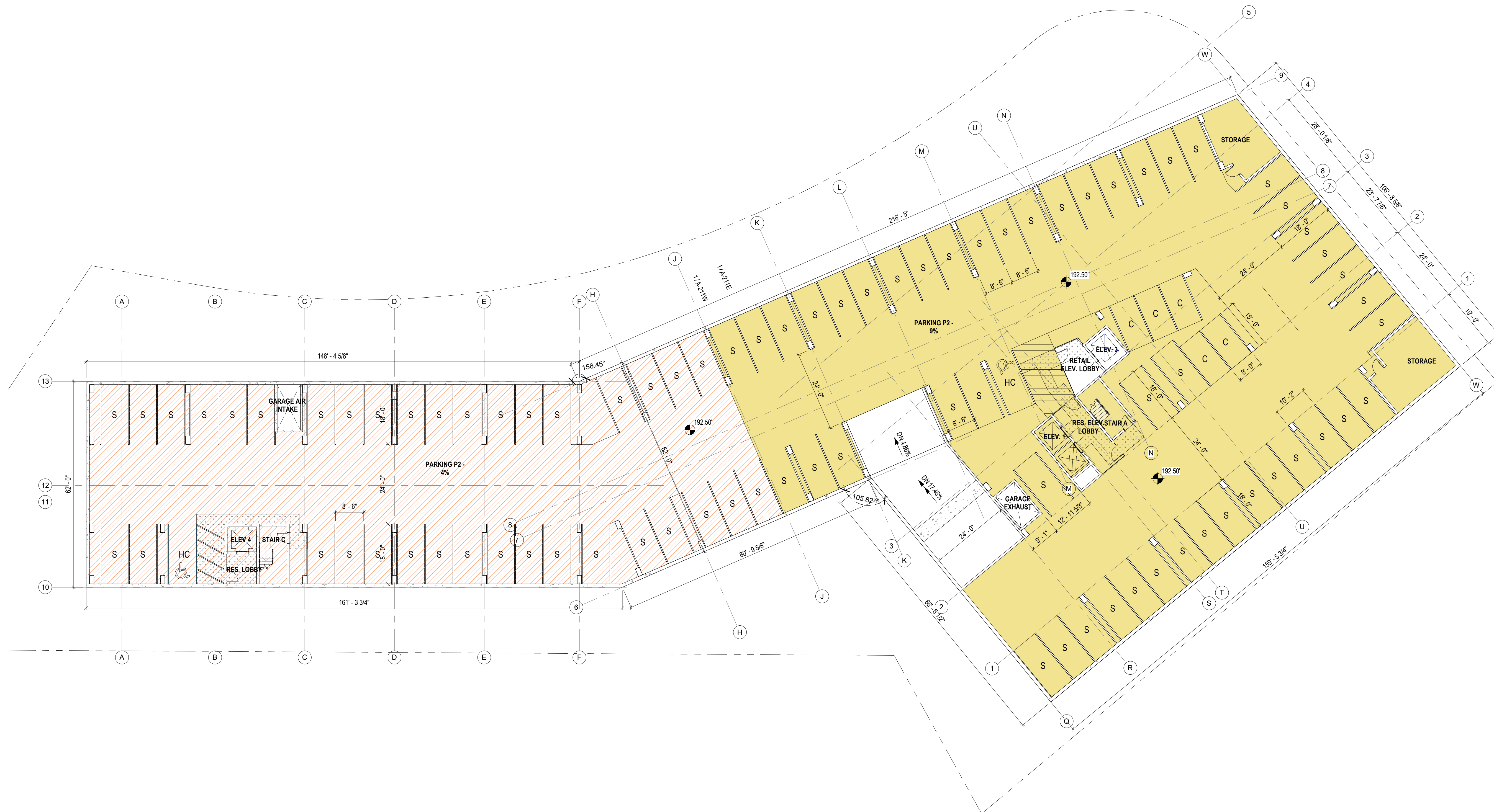
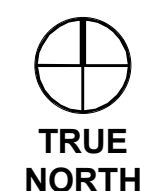
SHEET #

A-201**GENERAL NOTES** (FLOOR PLANS)

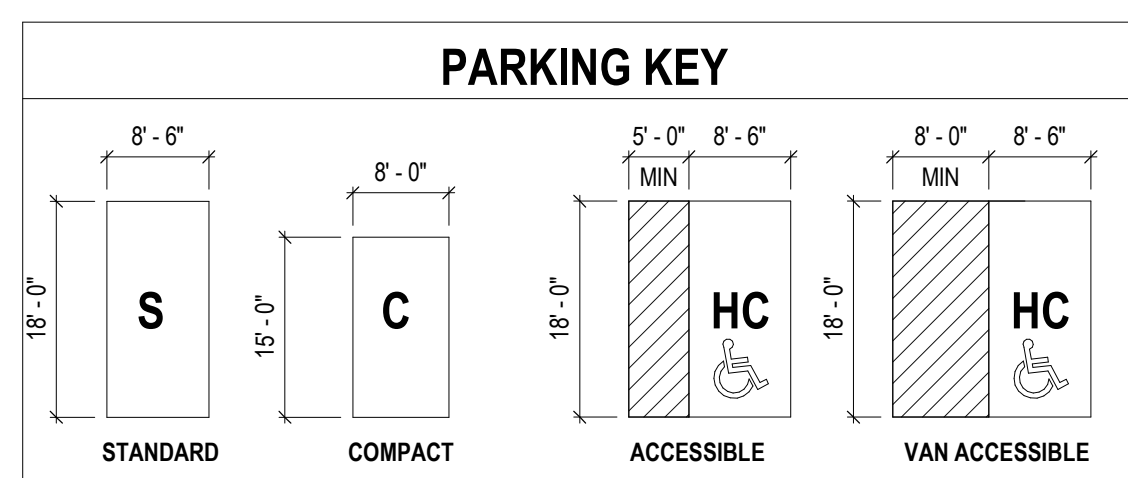
1. BUILDING PLAN DIMENSIONS ARE EITHER FROM GRID LINE OR FROM FACE OF SHEATHING.
2. REFER TO STRUCTURAL DRAWINGS FOR ADDITIONAL INFORMATION, LOCATIONS AND SCHEDULE OF RATED PARTS.
3. REFER TO BUILDING PLANS AND ENLARGED PLANS FOR PARTITION / WALL TAGS.
4. REFER TO SHEET A701 FOR RATED AND NON-RATED PARTITION TYPES.
5. ALL SIGNAGE AND LABELING FOR THE STAIR ENCLOSURES ACROSS ALL DISCIPLINES SHALL BE LABELED ALPHABETICALLY AS INDICATED IN THE PLAN.

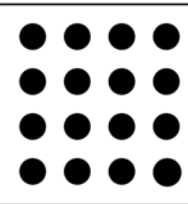
KEYNOTES**LEGEND** (FLOOR PLANS)

- 1/1XXX SEE REFERENCE DETAIL # AND SHEET
- LEGAL SEPARATION LINE
- 9% TAX CREDIT
- 4% TAX CREDIT
- 9% & 4% TAX CREDIT SHARED
- CLEARANCE HEIGHT ZONE FOR ACCESSIBLE VAN
- ACCESSIBLE ROUTE FOR RESIDENTIAL

**1 LEVEL P2 FLOOR PLAN**
A-201
SCALE: 1/16" = 1'-0"

PARKING MATRIX				
LEVEL	STANDARD	COMPACT	ACCESSIBLE	TOTAL
SURFACE	2	-	2	4
P1	77	-	4	81
P2	83	6	2	91
TOTAL	163	5	8	176





AFFORDABLE HOMES &
COMMUNITIES



**AHC /
GOODWILL**
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VA 22204

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Developer
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703.442.7800

Structural/MEP
Alliance Engineers
12355 Sunrise Valley Drive, Suite 220
Reston, VA 20191
703.749.7941



PROJECT # 23511

DATE: ISSUE: A

DRAWN: Author CHECKED: Checker

SCALE: AS INDICATED

SHEET TITLE:
**OVERALL LEVEL P1
FLOOR PLAN**

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SHEET #

A-202

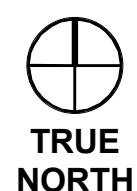
GENERAL NOTES (FLOOR PLANS)

1. BUILDING PLAN DIMENSIONS ARE EITHER FROM GRID LINE OR FROM FACE OF SHEATHING.
2. REFER TO STRUCTURAL DRAWINGS FOR ADDITIONAL INFORMATION, LOCATIONS AND SCHEDULE OF RATED POSTS.
3. REFER TO BUILDING PLANS AND ENLARGED PLANS FOR PARTITION / WALL TAGS.
4. REFER TO SHEET A201 FOR RATED AND NON-RATED PARTITION TYPES.
5. ALL SIGNAGE AND LABELING FOR THE STAIR ENCLOSURES ACROSS ALL DISCIPLINES SHALL BE LABELED ALPHABETICALLY AS INDICATED IN THE PLAN.

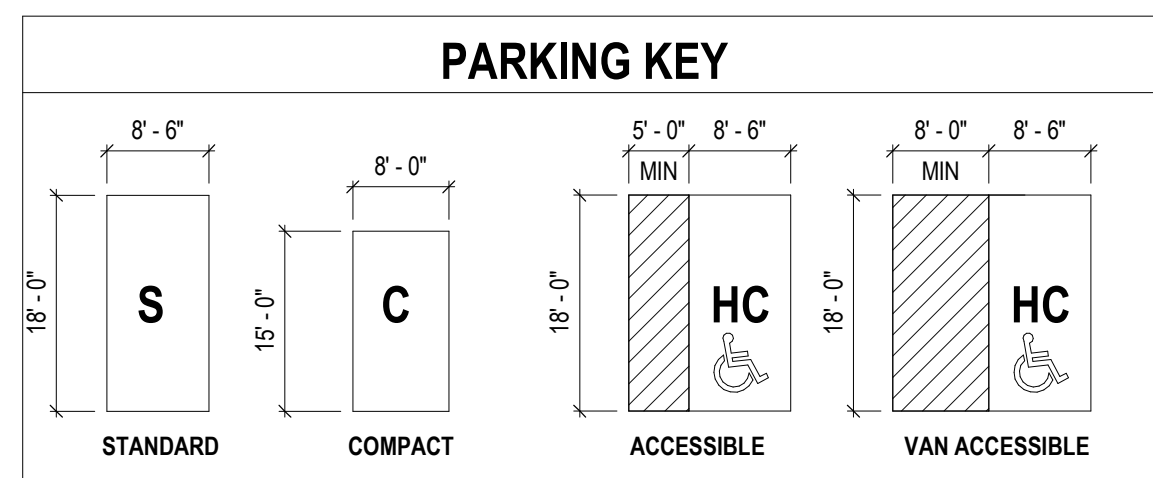
KEYNOTES

LEGEND (FLOOR PLANS)

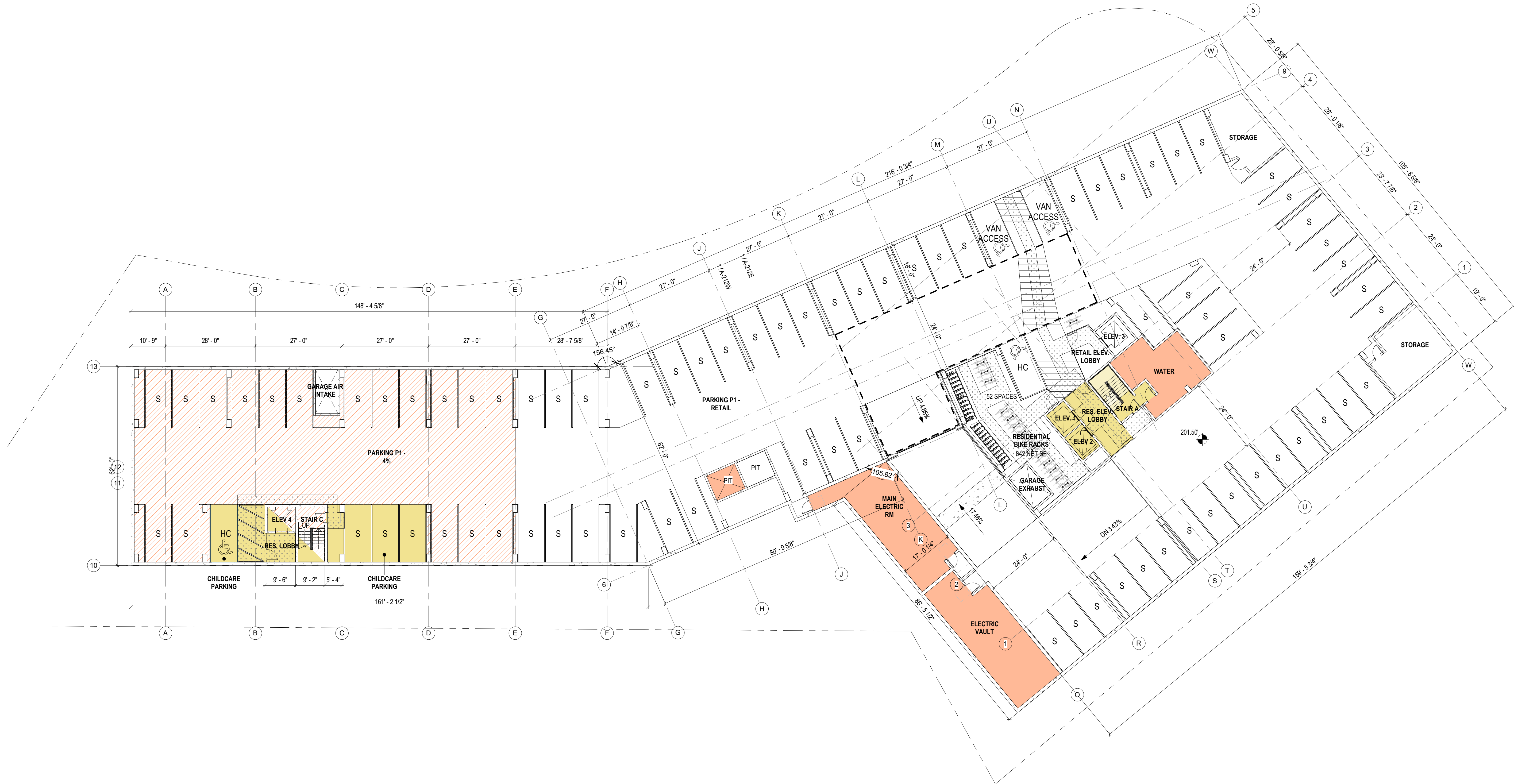
- 1/4"XXX SEE REFERENCE DETAIL # AND SHEET
- LEGAL SEPARATION LINE
- 9% TAX CREDIT
- 4% TAX CREDIT
- 9% & 4% TAX CREDIT SHARED
- CLEARANCE HEIGHT ZONE FOR ACCESSIBLE VAN
- ACCESSIBLE ROUTE FOR RESIDENTIAL

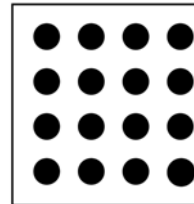


PARKING MATRIX				
LEVEL	STANDARD	COMPACT	ACCESSIBLE	TOTAL
SURFACE	2	-	2	4
P1	77	-	4	81
P2	83	6	2	91
TOTAL	163	5	8	176



1 LEVEL P1 FLOOR PLAN
A-202 SCALE: 1/16" = 1'-0"



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COMMUNITIES**AHC /
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Reston, VA 20191
703.749.7941

PROJECT # 23511

DATE: ISSUE: A

DRAWN: CHECKED:
Author Checker

SCALE: AS INDICATED

SHEET TITLE:
**OVERALL GROUND
FLOOR PLAN**

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SHEET #

A-203**GENERAL NOTES**

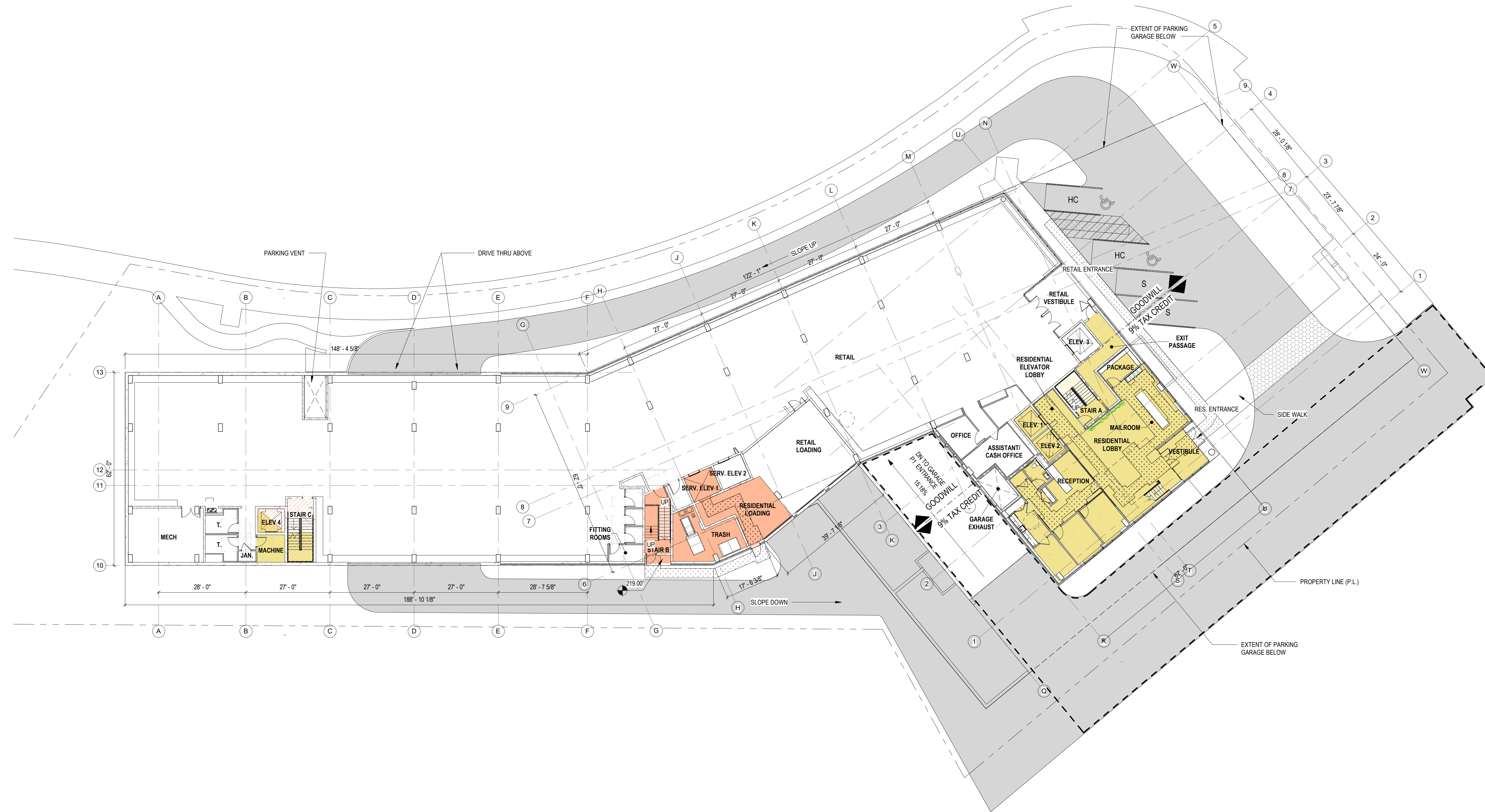
(FLOOR PLANS)

1. BUILDING PLAN DIMENSIONS ARE EITHER FROM GRID LINE OR FROM FACE OF SHEATHING.
2. REFER TO STRUCTURAL DRAWINGS FOR ADDITIONAL INFORMATION, LOCATIONS AND SCHEDULE OF RATED POSTS.
3. REFER TO BUILDING PLANS AND ENLARGED PLANS FOR PARTITION / WALL TAGS.
4. REFER TO SHEET A701 FOR RATED AND NON-RATED PARTITION TYPES.
5. ALL SIGNAGE AND LABELING FOR THE STAIR ENCLOSURES ACROSS ALL DISCIPLINES SHALL BE LABELED ALPHABETICALLY AS INDICATED IN THE PLAN.

KEYNOTES**LEGEND**

(FLOOR PLANS)

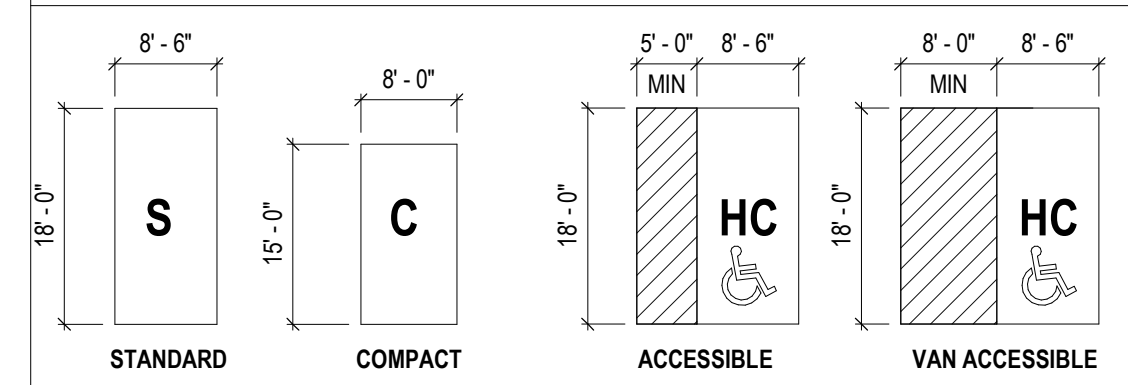
- 1/4"XXX SEE REFERENCE DETAIL # AND SHEET
- LEGAL SEPARATION LINE
- 9% TAX CREDIT
- 4% TAX CREDIT
- 9% & 4% TAX CREDIT SHARED
- CLEARANCE HEIGHT ZONE FOR ACCESSIBLE VAN
- ACCESSIBLE ROUTE FOR RESIDENTIAL

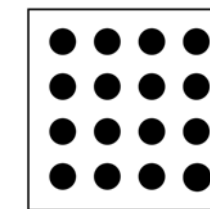
**1 OVERALL GROUND FLOOR PLAN**

A-203 SCALE: 1/16" = 1'-0"

PARKING MATRIX

LEVEL	STANDARD	COMPACT	ACCESSIBLE	TOTAL
SURFACE	2	-	2	4
P1	77	-	4	81
P2	83	6	2	91
TOTAL	163	5	8	176

PARKING KEY



AFFORDABLE HOMES &
COMMUNITIES



**AHC /
GOODWILL**
10 S GLEBE ROAD, ARLINGTON,
VA 22204

Owner
Goodwill of Greater Washington
10 South Glebe Rd.
Arlington, VA 22204

Developer
AHC
2230 North Fairfax Dr., Suite 100
Arlington, VA 22201
703.486.0626

Civil
VIKA Virginia, LLC
8180 Greensboro Dr., Suite 200
Tysons, VA 22102
703.442.7800

Structural/MEP
Alliance Engineers
12355 Sunrise Valley Drive, Suite 220
Reston, VA 20191
703.749.7941



PROJECT # 23511

DATE: ISSUE: A

DRAWN: CHECKED:
Author Checker

SCALE: AS INDICATED

SHEET TITLE:
**OVERALL LEVEL 1
FLOOR PLAN**

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SHEET #

A-204

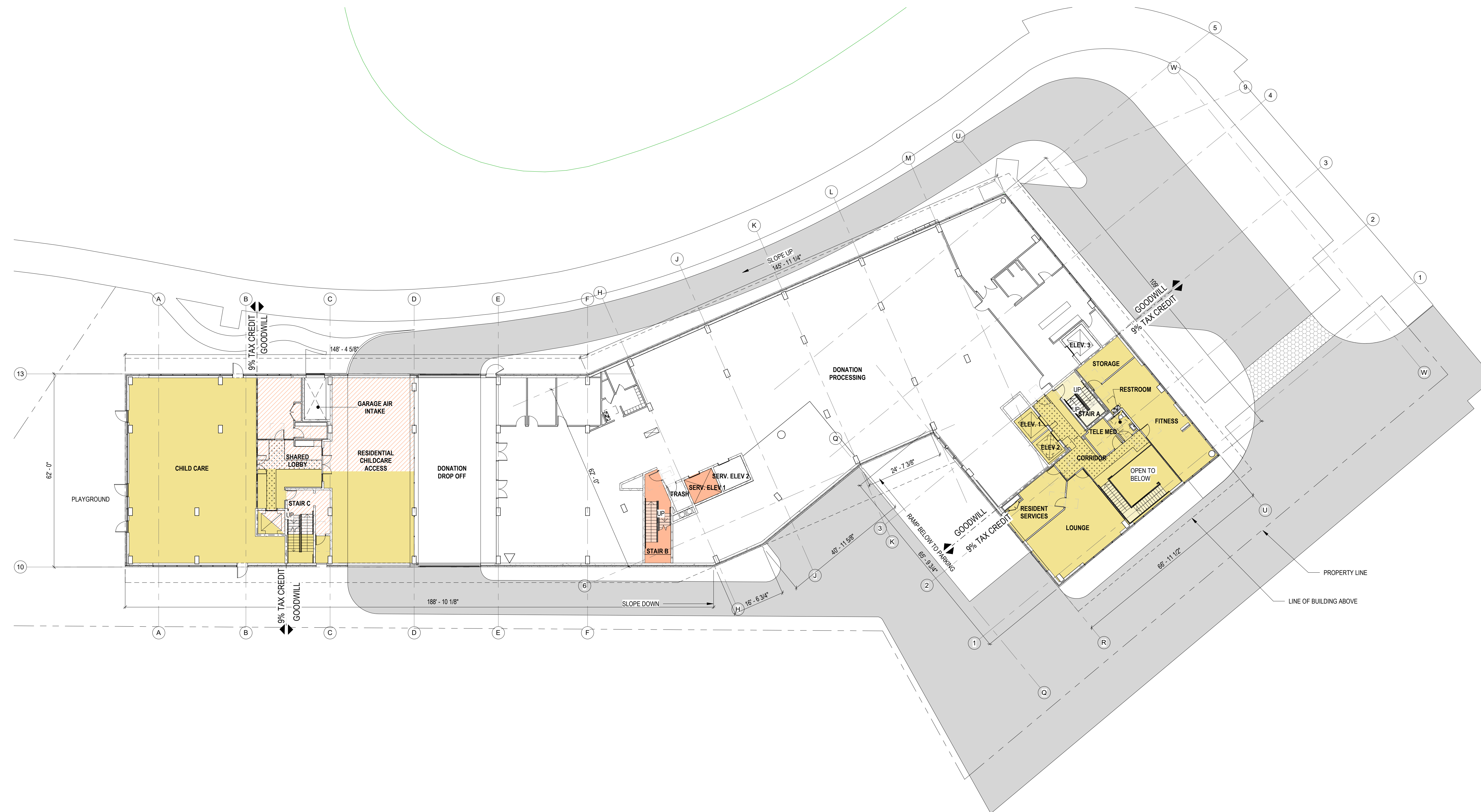
GENERAL NOTES (FLOOR PLANS)

1. BUILDING PLAN DIMENSIONS ARE EITHER FROM GRID LINE OR FROM FACE OF SHEATHING.
2. REFER TO STRUCTURAL DRAWINGS FOR ADDITIONAL INFORMATION, LOCATIONS AND SCHEDULE OF RATED POSTS.
3. REFER TO BUILDING PLANS AND ENLARGED PLANS FOR PARTITION / WALL TAGS.
4. REFER TO SHEET A-201 FOR RATED AND NON-RATED PARTITION TYPES.
5. ALL SIGNAGE AND LABELING FOR THE STAIR ENCLOSURES ACROSS ALL DISCIPLINES SHALL BE LABELED ALPHABETICALLY AS INDICATED IN THE PLAN.

KEYNOTES

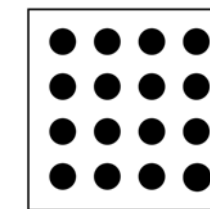
LEGEND (FLOOR PLANS)

- | | |
|--|----------------------------------|
| 1/4"XXX | SEE REFERENCE DETAIL # AND SHEET |
| LEGAL SEPARATION LINE | |
| 9% TAX CREDIT | |
| 4% TAX CREDIT | |
| 9% & 4% TAX CREDIT SHARED | |
| CLEARANCE HEIGHT ZONE FOR ACCESSIBLE VAN | |
| ACCESSIBLE ROUTE FOR RESIDENTIAL | |



1 LEVEL 1 FLOOR PLAN
SCALE: 1/16" = 1'-0"

A-204



AFFORDABLE HOMES &
COMMUNITIES



**AHC /
GOODWILL**
10 S GLEBE ROAD, ARLINGTON,
VA 22204

Owner
Goodwill of Greater Washington
10 South Glebe Rd.
Arlington, VA 22204

Developer
AHC
2230 North Fairfax Dr., Suite 100
Arlington, VA 22201
703.486.0626

Civil
VIKA Virginia, LLC
8180 Greensboro Dr., Suite 200
Tysons, VA 22102
703.442.7800

Structural/MEP
Alliance Engineers
12355 Sunrise Valley Drive, Suite 220
Reston, VA 20191
703.749.7941



PROJECT # 23511

DATE: ISSUE: A

GENERAL NOTES (FLOOR PLANS)

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3. REFER TO BUILDING PLANS AND ENLARGED PLANS FOR PARTITION / WALL TAGS.
4. REFER TO SHEET A201 FOR RATED AND NON-RATED PARTITION TYPES.
5. ALL SIGNAGE AND LABELING FOR THE STAIR ENCLOSURES ACROSS ALL DISCIPLINES SHALL BE LABELED ALPHABETICALLY AS INDICATED IN THE PLAN.

KEYNOTES

LEGEND (FLOOR PLANS)

- | | |
|---------|--|
| 1/4"XXX | SEE REFERENCE DETAIL # AND SHEET |
| | LEGAL SEPARATION LINE |
| | 9% TAX CREDIT |
| | 4% TAX CREDIT |
| | 9% & 4% TAX CREDIT SHARED |
| | CLEARANCE HEIGHT ZONE FOR ACCESSIBLE VAN |
| | ACCESSIBLE ROUTE FOR RESIDENTIAL |



DRAWN: Author CHECKED: Checker

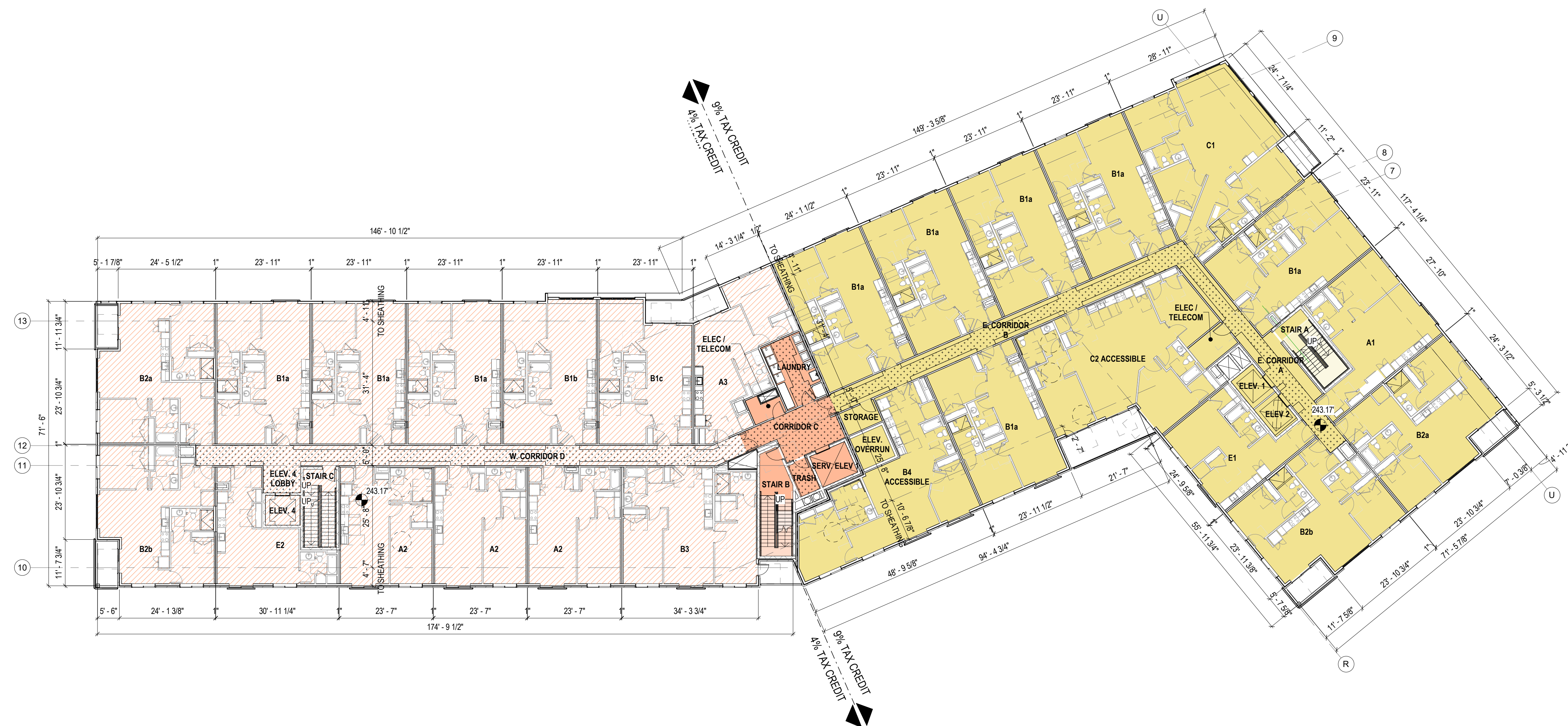
SCALE: AS INDICATED

SHEET TITLE:
**OVERALL LEVEL 2
FLOOR PLAN**

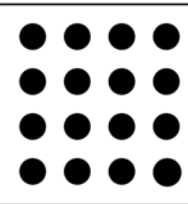
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SHEET #

A-205



1
LEVEL 2 FLOOR PLAN
A-205 SCALE: 1/16" = 1'-0"



AFFORDABLE HOMES &
COMMUNITIES



**AHC /
GOODWILL**
10 S GLEBE ROAD, ARLINGTON,
VA 22204

Owner
Goodwill of Greater Washington
10 South Glebe Rd.
Arlington, VA 22204

Developer
AHC
2230 North Fairfax Dr. Suite 100
Arlington, VA 22201
703.486.0626

Civil
VIKA Virginia, LLC
8180 Greensboro Dr. Suite 200
Tysons, VA 22102
703.442.7800

Structural/MEP
Alliance Engineers
12355 Sunrise Valley Drive, Suite 220
Reston, VA 20191
703.749.7941



PROJECT # 23511

DATE: ISSUE: A

DRAWN: Author CHECKED: Checker

SCALE: AS INDICATED

SHEET TITLE:
**OVERALL LEVEL 3
FLOOR PLAN (L4, L5
SIM)**

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SHEET #

A-206

GENERAL NOTES

(FLOOR PLANS)

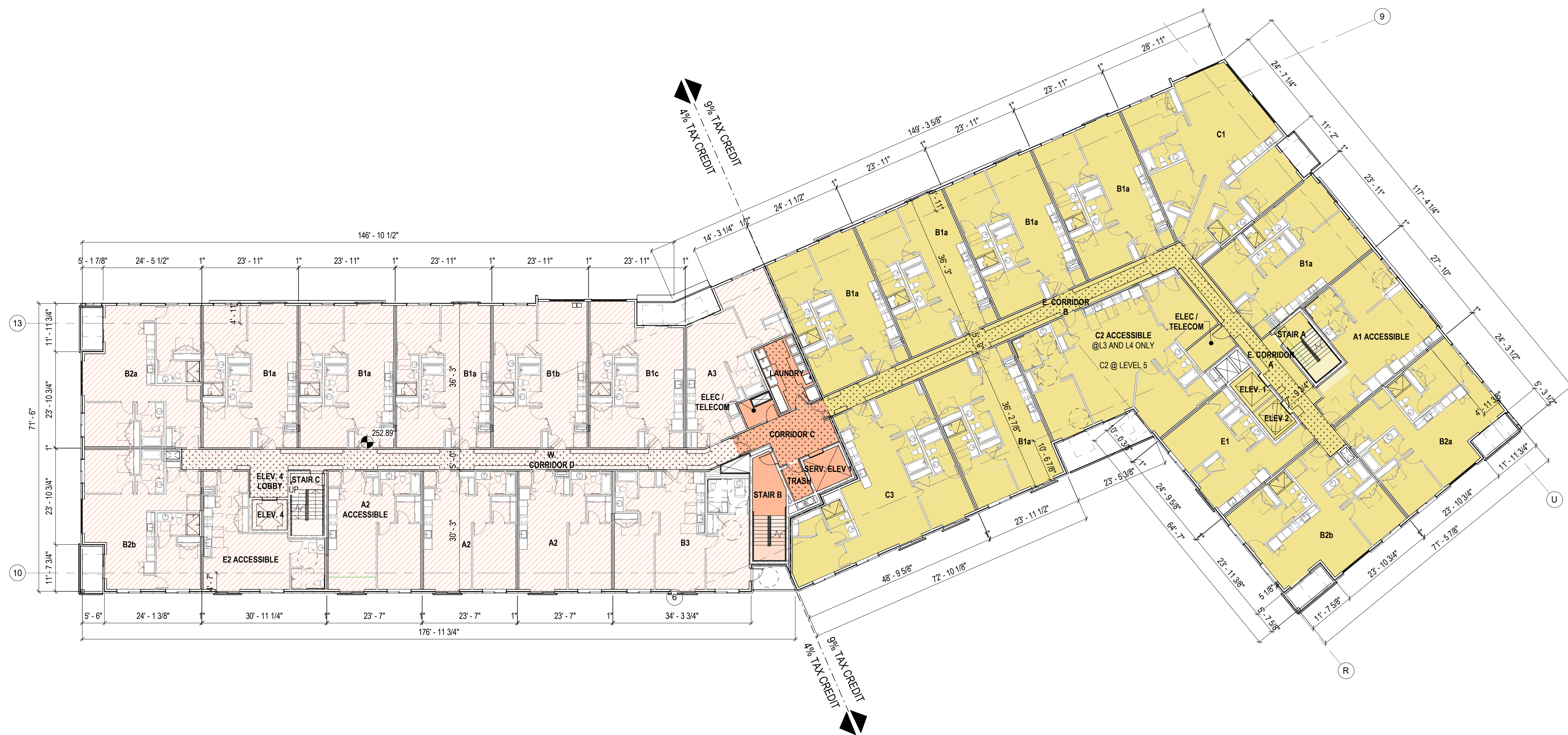
1. BUILDING PLAN DIMENSIONS ARE EITHER FROM GRID LINE OR FROM FACE OF SHEATHING.
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4. REFER TO SHEET A201 FOR RATED AND NON-RATED PARTITION TYPES.
5. ALL SIGNAGE AND LABELING FOR THE STAIR ENCLOSURES ACROSS ALL DISCIPLINES SHALL BE LABELED ALPHABETICALLY AS INDICATED IN THE PLAN.

KEYNOTES

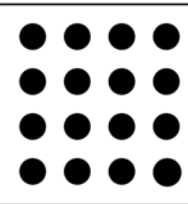
LEGEND

(FLOOR PLANS)

- | | |
|--|--|
| 1/4"XXX | SEE REFERENCE DETAIL # AND SHEET |
| Legal Separation Line | LEGAL SEPARATION LINE |
| 9% TAX CREDIT | 9% TAX CREDIT |
| 4% TAX CREDIT | 4% TAX CREDIT |
| 9% & 4% TAX CREDIT SHARED | 9% & 4% TAX CREDIT SHARED |
| CLEARANCE HEIGHT ZONE FOR ACCESSIBLE VAN | CLEARANCE HEIGHT ZONE FOR ACCESSIBLE VAN |
| ACCESSIBLE ROUTE FOR RESIDENTIAL | ACCESSIBLE ROUTE FOR RESIDENTIAL |



1 OVERALL LEVEL 3 FLOOR PLAN (L4,L5 SIM)
A-206 SCALE: 1/16" = 1'-0"



AFFORDABLE HOMES &
COMMUNITIES



**AHC /
GOODWILL**
10 S GLEBE ROAD, ARLINGTON,
VA 22204

Owner
Goodwill of Greater Washington
10 South Glebe Rd.
Arlington, VA 22204

Developer
AHC
2230 North Fairfax Dr. Suite 100
Arlington, VA 22201
703.486.0626

Civil
VIKA Virginia, LLC
8180 Greensboro Dr. Suite 200
Tysons, VA 22102
703.442.7800

Structural/MEP
Alliance Engineers
12355 Sunrise Valley Drive, Suite 220
Reston, VA 20191
703.749.7941



PROJECT # 23511

DATE: ISSUE: A

GENERAL NOTES

(FLOOR PLANS)

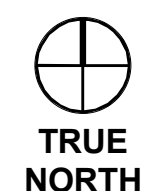
1. BUILDING PLAN DIMENSIONS ARE EITHER FROM GRID LINE OR FROM FACE OF SHEATHING.
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KEYNOTES

LEGEND

(FLOOR PLANS)

- | | |
|--|----------------------------------|
| 1/4"XXX | SEE REFERENCE DETAIL # AND SHEET |
| LEGAL SEPARATION LINE | |
| 9% TAX CREDIT | |
| 4% TAX CREDIT | |
| 9% & 4% TAX CREDIT SHARED | |
| CLEARANCE HEIGHT ZONE FOR ACCESSIBLE VAN | |
| ACCESSIBLE ROUTE FOR RESIDENTIAL | |



DRAWN: Author
CHECKED: Checker

SCALE: AS INDICATED

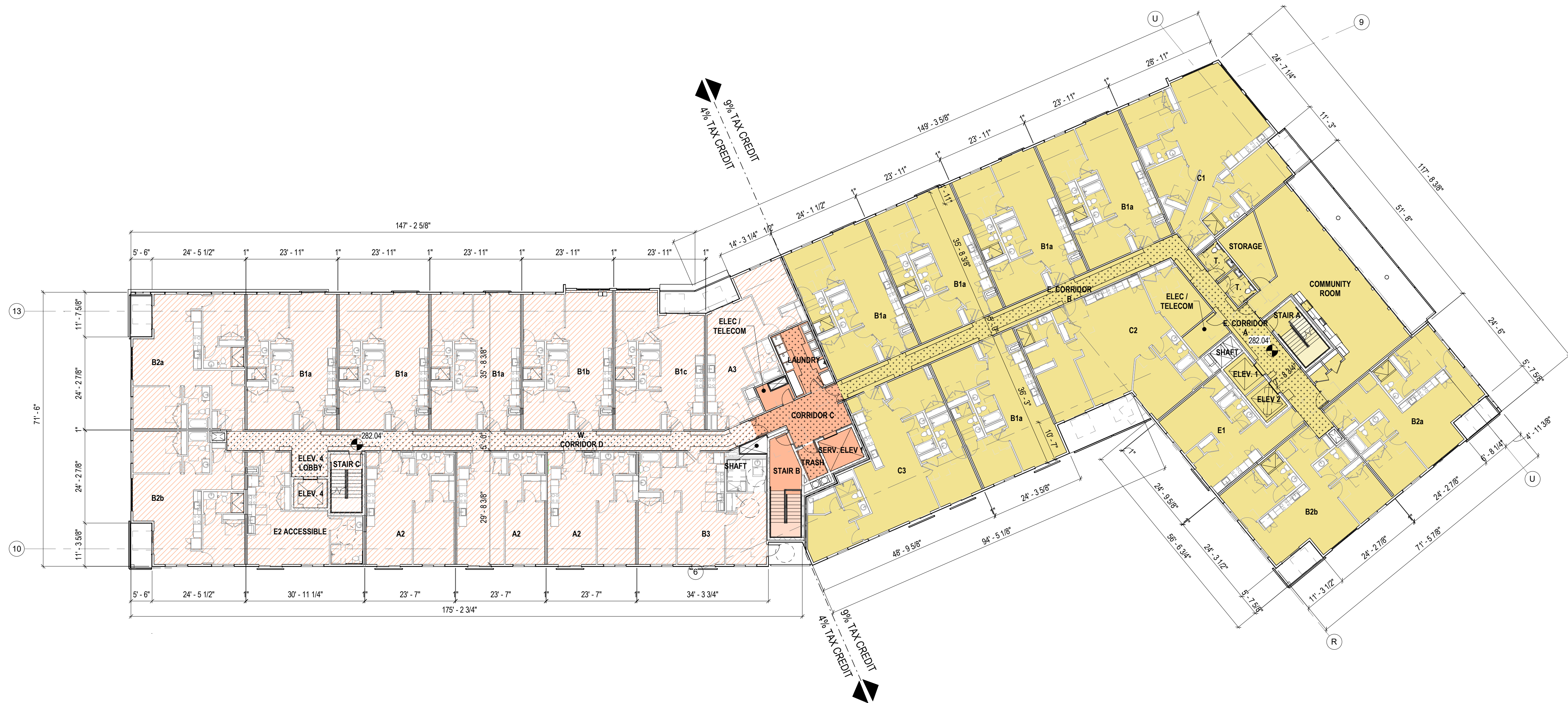
SHEET TITLE:

**OVERALL LEVEL 6
FLOOR PLAN**

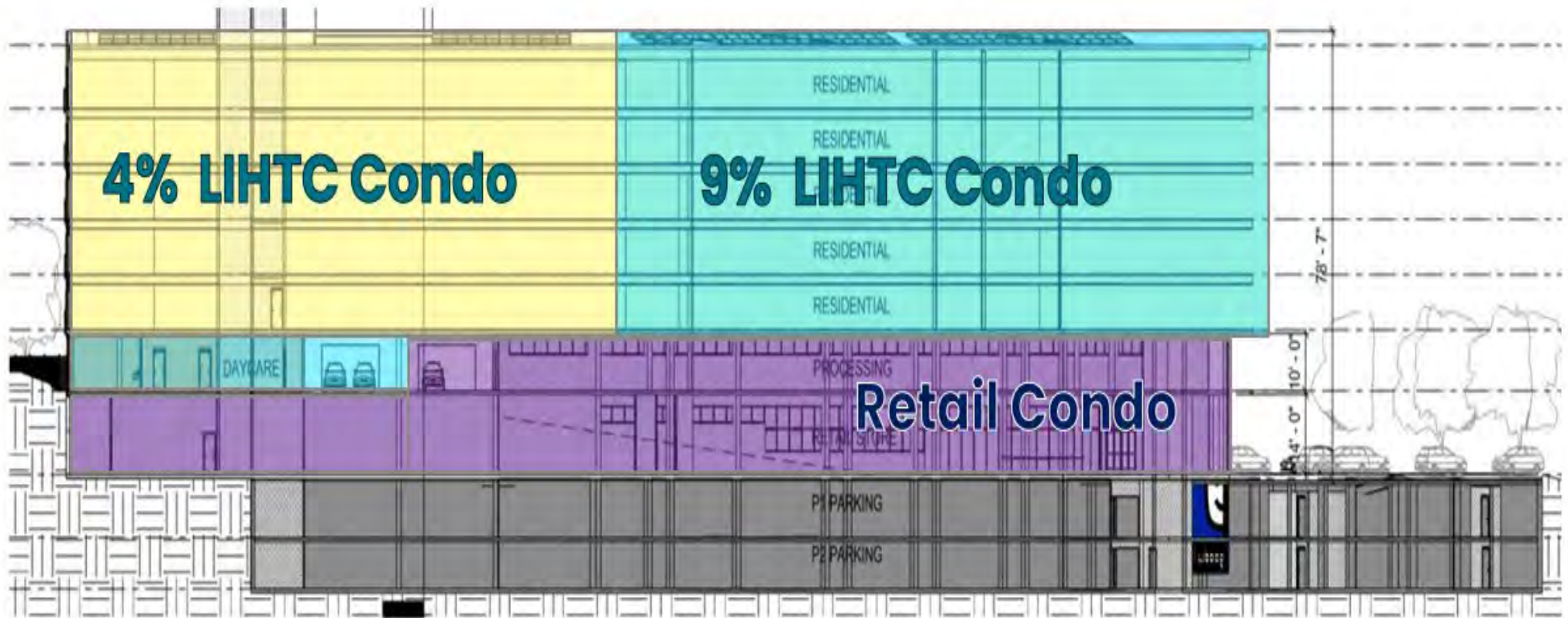
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SHEET #

A-207



1 LEVEL 6 FLOOR PLAN
A8/A-207 SCALE: 1/16" = 1'-0"





DEPARTMENT OF REAL ESTATE ASSESSMENTS

2100 Clarendon Boulevard, Suite 502 Arlington, VA 22201
Website: <https://www.arlingtonva.us/Government/Topics/Real-Estate>
Email: assessments@arlingtonva.us

Notice of 2024 Real Estate Assessment

January 01, 2024

DAVIS MEMORIAL GOODWILL
INDUSTRIES INC
1140 3RD ST NE #350
WASHINGTON DC 20002

THIS IS NOT A BILL

RPC Number: 23001034
Property Address: 10 S GLEBE RD
Legal Description: PARCEL J

Neighborhood: 980000

Description	Land	Building	Total	Rate	Taxes \$	Tax % Change
2024 Value Commercial Use	3,937,400	6,686,800	10,624,200	TBD	TBD	TBD
2023 Value Commercial Use	3,937,400	6,116,000	10,053,400	.01155	\$116,116.74	6.47
2022 Value Commercial Use	3,937,400	5,505,300	9,442,700	.01155	\$109,063.14	-5.33

This is notice of the January 1, 2024 assessed value of the above property. The assessment represents our estimate of 100% of the fair market value. Commercial classified property may be subject to additional real estate tax rates adopted by the Arlington County Board.

If you are not the property owner, Section 58.1-3330 of the Code of Virginia requires that you forward this notice to the owner immediately or return the notice to the Department of Real Estate Assessments (2100 Clarendon Boulevard, Suite 502, Arlington, VA 22201). To change your mailing address, complete the online mailing address change form at www.arlingtonva.us/Government/Topics/Real-Estate/Forms.

REAL ESTATE TAXES

The tax rate that will apply to the new assessed value has not been established. Arlington County Board will hold a public hearing on the 2024 real estate tax rates on April 4, 2024, at 7:00 p.m. The County Board will adopt the 2024 real estate tax rates on April 20, 2024. The adopted rates determine the amount of taxes levied for the year. Real estate taxes are billed by the Arlington County Treasurer in two installments (due June 15 and October 5). If you request a review by the Department of Real Estate Assessments or appeal to the Board of Equalization, the date taxes are due does not change.

Real estate assessments, property information, parcel maps, review and appeal forms are available at:
www.arlingtonva.us/Government/Topics/Real-Estate/

PLEASE SEE NEXT PAGE FOR IMPORTANT INFORMATION

**Questions about your assessment? Contact the Department of Real Estate Assessments
Monday through Friday, 8 a.m. to 5 p.m.**

Note: For an in-person appointment please contact an appraiser via telephone or email address.

Phone -703-228-3920

Email - assessments@arlingtonva.us

Appraisers are available to discuss your property's assessed value. Please refer to the RPC number and neighborhood number on the front of the notice.

DEPARTMENT ASSESSMENT REVIEWS

Property owners may request that an appraiser review an assessment by filing an application. **Applications for review must be delivered, postmarked, or filed online before midnight on March 1, 2024.**

BOARD OF EQUALIZATION APPEALS

Property owners who are not satisfied with the assessment review may appeal to the Board of Equalization. **Applications must be delivered, postmarked, or filed online before midnight on April 15, 2024.**

DISABLED VETERAN EXEMPTION

The real property of any veteran with a 100-percent service-connected, permanent, and total disability may be exempt from taxation. This also extends to the surviving spouse of a veteran who died on or after January 1, 2011.

MILITARY MEMBER KILLED IN ACTION EXEMPTION

The real property of the spouse of a member of the armed forces killed in action may be exempt from taxation. The exemption applies only to taxes paid on or after January 1, 2015, and if the spouse has not remarried.

REAL ESTATE TAX RELIEF

You may be eligible for real estate tax relief if:

- The property in Arlington is your sole residence, and
- You are at least 65 years of age or totally and permanently disabled, and
- Your annual income and your assets fall within certain limits.

Eligible homeowners receive a full exemption, partial exemption, and/or deferral based on their income and assets. Forms and assets/income limit information for 2024 will be available in February. **For more information or an application, call 703-228-1350 or go to www.arlingtonva.us/Government/Topics/Real-Estate/Tax-Payments/Real-Estate-Tax-Relief.**

All forms, applications, and answers to frequently asked questions about assessments, the valuation process, exemptions, and more can be found at topics.arlingtonva.us/realestate/faqs or by scanning this QR code on your smartphone.



Tab F:

RESNET Rater Certification (MANDATORY)



Appendix F
RESNET Rater Certification of Development Plans

I certify that the development's plans and specifications incorporate all items for the required baseline energy performance as indicated in Virginia's Qualified Allocation Plan (QAP).

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 lower
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 lower.**
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.

☒ **TRUE** **Earthcraft Certification** - The development's design meets the criteria to obtain EarthCraft Multifamily program Gold certification or higher

☐ **FALSE** **LEED Certification** - The development's design meets the criteria for the U.S. Green Building Council LEED green building certification.

☐ **FALSE** **National Green Building Standard (NGBS)** - The development's design meets the criteria for meeting the NGBS Silver or higher standards to obtain certification

☐ **FALSE** **Enterprise Green Communities** - The developmen's design meets the criteria for meeting 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**

Signed: _____

Date: 7/3/2024 _____

Printed Name: Stacey Smith

RESNET Rater

Resnet Provider Agency

Viridian _____

Signature _____

Provider Contact and Phone/Email

Sean Shanley (804)212-1934 / sean.shanley@viridian.org

RESNET HOME ENERGY RATING

Standard Disclosure

For home(s) located at: 10 S Glebe Road, Arlington, VA

Check the applicable disclosure(s):

- ☒ 1. The Rater or the Rater's employer is receiving a fee for providing the rating on this home.
- ☐ 2. In addition to the rating, the Rater or the Rater's employer has also provided the following consulting services for this home:
- ☐ A. Mechanical system design
 - ☐ B. Moisture control or indoor air quality consulting
 - ☐ C. Performance testing and/or commissioning other than required for the rating itself
 - ☐ D. Training for sales or construction personnel
 - ☐ E. Other(specify)
- ☐ 3. The Rater or the Rater's employer is:
- ☐ A. The seller of this home or their agent
 - ☐ B. The mortgagor for some portion of the financed payments on this home
 - ☐ C. An employee, contractor, or consultant of the electric and/or natural gas utility serving this home
- ☐ 4. The Rater or Rater's employer is a supplier or installer of products, which may include:

Products

HVAC systems

Thermal insulation systems

Air sealing of envelope or duct systems

Energy efficient appliances

Construction (builder, developer, construction contractor, etc)

Other (specify):

Installed in this home by

☐ Rater

☐ Employer

☐ Rater

☐ Employer

☐ Rater

☐ Employer

☐ Rater

☐ Employer

☐ Rater

☐ Employer

☐ Rater

☐ Employer

OR is in the business of

☐ Rater

☐ Employer

☐ Rater

☐ Employer

☐ Rater

☐ Employer

☐ Rater

☐ Employer

☐ Rater

☐ Employer

☐ Rater

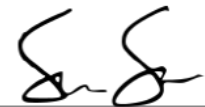
☐ Employer

- ☒ 5. This home has been verified under the provisions of Chapter 6, Section 603 "Technical Requirements for Sampling" of the Mortgage Industry National Home Energy Rating Standard as set forth by the Residential Energy Services Network (RESNET). Rater Certification #: 2279319

Name: Stacey Smith

Organization: Viridiant

Signature:



Digitally signed:

7/9/24 at 2:46 PM

I attest that the above information is true and correct to the best of my knowledge. As a Rater or Rating Provider I abide by the rating quality control provisions of the Mortgage Industry National Home Energy Rating Standard as set forth by the Residential Energy Services Network(RESNET). The national rating quality control provisions of the rating standard are contained in Chapter One 102.1.4.6 of the standard and are posted at

<https://standards.resnet.us>

The Home Energy Rating Standard Disclosure for this home is available from the rating provider.

RESNET Form 03001-2 - Amended March 20, 2017



Project Address

10 S. Glebe Road
Arlington, VA 22204

Project Summary

Goodwill-4 is a 6 story, new construction multifamily development, comprised of 65 units and located in Arlington, VA. AHC, Inc. plans to construct the project using 4% LIHTC funding. As part of their funding application the project is seeking the following certification(s): ENERGY STAR Multifamily New Construction v1.1, EarthCraft v7 Gold. Nicole Ewald of MTFA Architecture is the primary architect contact for the project.

Unit Level Summary

Unit-level models were generated using Ekotrope v4.2.1 based on the proposed scope and plans provided by the project team dated: **January 12, 2024**

Modeling Summary

Enclosure:

- R-10 slab edge insulation, varying depth
- R-23 Grade 1 Dense cavity insulation, R-6 Continuous exterior insulation
- R-30 at cantilevered floors / R-30 at elevated slab over unconditioned spaces
- R-21 at shaft wall locations at units
- R-13 Grade II 2x4 16 oc n in party walls & adiabatic ceilings/floors
- R-50 continuous roof deck insulation
- 0.21 U-Value for opaque doors
- U-factor $\leq 0.25/0.27$ SHGC windows

Program Notes/Assumptions:

Energy Star/EC
Earthcraft Points

EC Requirement - BE 3.2.1
Earthcraft Gold
Earthcraft Gold/ENERGY STAR

Mechanicals:

- SEER2 15.2, HSPF2 7.8 air source heat pump (various sizes)
- DOAS mechanical Ventilation(10hp, 13.7 EER, 840.2 MBH)
- Electric water heater $\geq .93$ UEF
- 5 ACH50 for infiltration threshold/blower door test (.30 cfm50 per sf)
- 4% duct leakage to the outside, 6% total duct leakage
- Ducts within conditioned space and insulated to R-6

EC Gold: Cooling equip \geq SEER2 15.2/SEER 15.7
and Heat pump eff \geq 7.8 HSPF2/9 HSPF
ENERGY STAR/ Earthcraft
Energy Star Requirement
Energy Star/EC
Energy Star/EC
Energy Star/EC

Lights & Appliances:

- ENERGY STAR certified appliances:
 - 616 kWh/yr refrigerator
 - 270 kWh/yr dishwasher
 - Energy Star Washer
- High Efficiency w/ Moisture Sensor Dryer
- Advanced lighting 100% CFL or LED
- ENERGY STAR certified bathroom exhaust fans

Earthcraft Requirement
Earthcraft Requirement
Earthcraft Gold
Earthcraft Gold
ENERGY STAR
ENERGY STAR

Ekotrope Models HERS Scores:

Unit Type	HERS	Energy Star Target	Difference +/-
1 BR Interior Typical Top Floor	59	66	7
Efficiency At Stairs Lower Floors	58	64	6
1 BR Interior Corner Top Floor	60	66	6
1 BR Interior Corner Lower Floors	59	65	6
Efficiency at Elevators Lower Floors	60	64	4
3 BR Interior at Stair Mid Floors	56	64	8
3 BR Interior at Stair Top Floor	59	62	3
2 BR Interior Long at Stairwell Top Floor	62	63	1
2 BR Interior at Service Elev 2nd Floor	57	64	7
Efficiency at Elevators Top Floor	61	64	3
3 BR Interior Corner Top Floor	60	67	7
2 BR Interior Long at Stairwell Lower Floors	60	65	5
3 BR Interior Corner Lower Floors	57	66	9
3 BR Exterior Corner Lower Floors	61	64	3
3 BR Exterior Corner Top Floor	65	66	1
2 BR End Top Floor	57	62	5
2 BR End Lower Floors	64	65	1
2 BR Typical Interior Top Floor	61	62	1
1 BR Interior Long Top Floor	59	65	6
2 BR Typical Interior Lower Floors	61	65	4
1 BR Interior Long Lower Floors	56	65	9
1 BR Interior Typical Lower Floors	59	64	5
Efficiency At Stairs Top Floor	60	62	2

ENERGY STAR Multifamily New Construction v1.1 requires the project to have a maximum HERS index in compliance with the ENERGY STAR floating target HERS index and completion of all required ENERGY STAR checklists. EarthCraft v7 Gold requires the project to have a maximum HERS index of Energy Star.

If any information used to generate the energy models does not accurately reflect the project scope, please reach out to me.

Sincerely,

Stacey Smith
Project Manager, Viridian

Home Energy Rating Certificate

Projected Report

Based on Plans

Rating Date: 2024-02-29

Registry ID:

Ekotrope ID: vPaJRpz2

HERS® Index Score:

59

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

\$665

*Relative to an average U.S. home

Home:
10 S Glebe Road
Arlington, VA 22204

Builder:

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	3.1	\$107
Cooling	1.2	\$42
Hot Water	4.3	\$149
Lights/Appliances	10.9	\$381
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
Total:	19.4	\$770

This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.1

ENERGY STAR MF v1.0

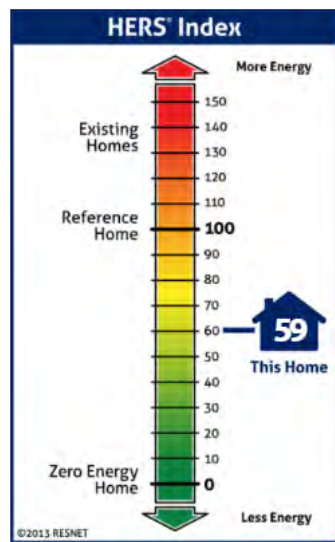
Rating Completed by:

Energy Rater: Stacey Smith
RESNET ID: 2279319

Rating Company: Viridiant
1431 W. Main Street, Richmond, VA 23220

Rating Provider: Viridiant
1431 W. Main Street, Richmond, VA 23220


Stacey Smith, Certified Energy Rater
Digitally signed: 7/10/24 at 12:02 PM



Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	1 BR Interior Corner Lower Floors
Community:	AHC Goodwill
Conditioned Floor Area:	703 ft ²
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 1 COP
Primary Cooling System:	Air Source Heat Pump • Electric • 15.2 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	5 ACH50 (Adjusted Infiltration: 0.55 ACH50)
Ventilation:	40 CFM • 48.3 Watts • Supply Only
Duct Leakage to Outside:	4 CFM25 / 100 ft ²
Above Grade Walls:	R-29
Ceiling:	Adiabatic, R-13
Window Type:	U-Value: 0.25, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	R-13



Ekotrope RATER - Version:4.2.1.3435

The Energy Rating Disclosure for this home is available from the Approved Rating Provider.

This report does not constitute any warranty or guarantee.

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2024-02-29

Registry ID:

Ekotrope ID: vyJpXan2

HERS® Index Score:

56

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

\$757

*Relative to an average U.S. home

Home:
10 S Glebe Road
Arlington, VA 22204

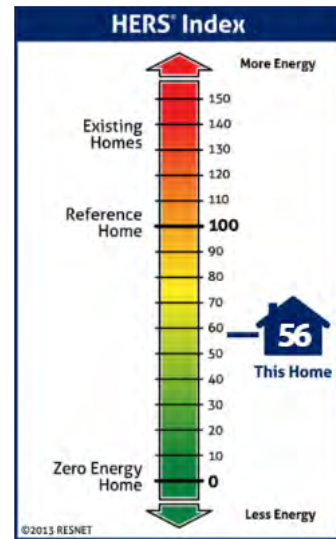
Builder:

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	3.1	\$107
Cooling	1.2	\$43
Hot Water	4.2	\$146
Lights/Appliances	11.6	\$405
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
Total:	20.1	\$792

This home meets or exceeds the criteria of the following:

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



Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	1 BR Interior Long Lower Floors
Community:	AHC Goodwill
Conditioned Floor Area:	871 ft ²
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 1 COP
Primary Cooling System:	Air Source Heat Pump • Electric • 15.2 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	5 ACH50 (Adjusted Infiltration: 0.54 ACH50)
Ventilation:	40 CFM • 48.3 Watts • Supply Only
Duct Leakage to Outside:	4 CFM25 / 100 ft ²
Above Grade Walls:	R-29
Ceiling:	Adiabatic, R-13
Window Type:	U-Value: 0.25, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	R-13

Rating Completed by:

Energy Rater: Stacey Smith
RESNET ID: 2279319

Rating Company: Viridiant
1431 W. Main Street, Richmond, VA 23220

Rating Provider: Viridiant
1431 W. Main Street, Richmond, VA 23220

Stacey Smith, Certified Energy Rater
Digitally signed: 7/10/24 at 12:02 PM



Ekotrope RATER - Version:4.2.1.3435
The Energy Rating Disclosure for this home is available from the Approved Rating Provider.
This report does not constitute any warranty or guarantee.

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2024-02-29

Registry ID:

Ekotrope ID: 26r6xEW2

HERS® Index Score:

59

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

\$767

*Relative to an average U.S. home

Home:
10 S Glebe Road
Arlington, VA 22204

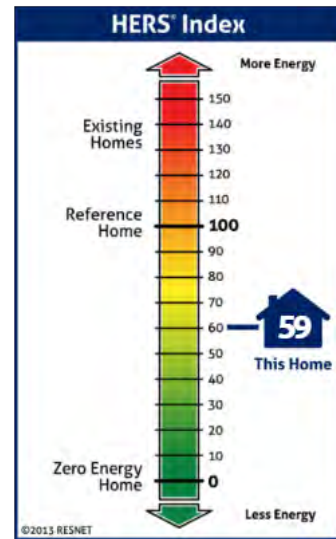
Builder:

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	4.8	\$167
Cooling	1.5	\$53
Hot Water	4.2	\$147
Lights/Appliances	11.6	\$404
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
Total:	22.1	\$862

This home meets or exceeds the criteria of the following:

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



Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	1 BR Interior Long Top Fl
Community:	AHC Goodwill
Conditioned Floor Area:	871 ft ²
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 1 COP
Primary Cooling System:	Air Source Heat Pump • Electric • 15.2 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	5 ACH50 (Adjusted Infiltration: 2.00 ACH50)
Ventilation:	40 CFM • 48.3 Watts • Supply Only
Duct Leakage to Outside:	4 CFM25 / 100 ft ²
Above Grade Walls:	R-29
Ceiling:	Vaulted Roof, R-51
Window Type:	U-Value: 0.25, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	R-13

Rating Completed by:

Energy Rater: Stacey Smith
RESNET ID: 2279319

Rating Company: Viridiant
1431 W. Main Street, Richmond, VA 23220

Rating Provider: Viridiant
1431 W. Main Street, Richmond, VA 23220

Stacey Smith, Certified Energy Rater
Digitally signed: 7/10/24 at 12:02 PM



Ekotrope RATER - Version:4.2.1.3435

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

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2024-02-29

Registry ID:

Ekotrope ID: 25YBXDJ2

HERS® Index Score:

59

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

\$723

*Relative to an average U.S. home

Home:
10 S Glebe Road
Arlington, VA 22204

Builder:

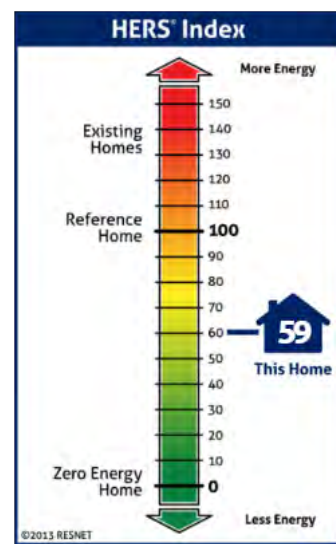
Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	4.8	\$167
Cooling	1.6	\$54
Hot Water	4.3	\$149
Lights/Appliances	11.1	\$386
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
Total:	21.6	\$847

This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.1

ENERGY STAR MF v1.0



Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	1 BR Interior Typical Top Floor
Community:	AHC Goodwill
Conditioned Floor Area:	727 ft ²
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 1 COP
Primary Cooling System:	Air Source Heat Pump • Electric • 15.2 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	5 ACH50 (Adjusted Infiltration: 1.87 ACH50)
Ventilation:	40 CFM • 48.3 Watts • Supply Only
Duct Leakage to Outside:	4 CFM25 / 100 ft ²
Above Grade Walls:	R-29
Ceiling:	Vaulted Roof, R-51
Window Type:	U-Value: 0.25, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	R-13

Rating Completed by:

Energy Rater: Stacey Smith
RESNET ID: 2279319

Rating Company: Viridiant
1431 W. Main Street, Richmond, VA 23220

Rating Provider: Viridiant
1431 W. Main Street, Richmond, VA 23220


Stacey Smith, Certified Energy Rater
Digitally signed: 7/10/24 at 12:02 PM



Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2024-02-29

Registry ID:

Ekotrope ID: da8GqBoL

HERS® Index Score:

64

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

Annual Savings

\$818

*Relative to an average U.S. home

Home:
10 S Glebe Road
Arlington, VA 22204

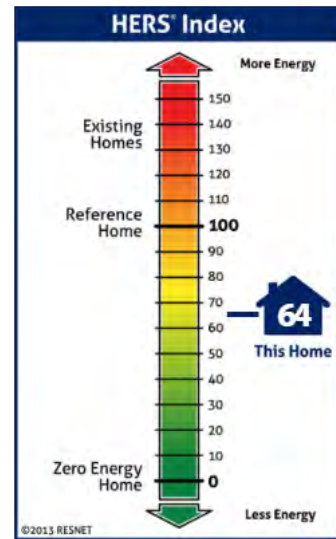
Builder:

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	7.0	\$240
Cooling	2.4	\$84
Hot Water	5.9	\$206
Lights/Appliances	12.9	\$450
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
Total:	28.2	\$1,071

This home meets or exceeds the criteria of the following:

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



Home Feature Summary:

Home Type:	Apartment, end unit
Model:	2 BR End Lower Floors
Community:	AHC Goodwill
Conditioned Floor Area:	981 ft ²
Number of Bedrooms:	2
Primary Heating System:	Air Source Heat Pump • Electric • 1 COP
Primary Cooling System:	Air Source Heat Pump • Electric • 15.2 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	5 ACH50 (Adjusted Infiltration: 1.06 ACH50)
Ventilation:	60 CFM • 57.9 Watts • Supply Only
Duct Leakage to Outside:	4 CFM25 / 100 ft ²
Above Grade Walls:	R-29
Ceiling:	Adiabatic, R-13
Window Type:	U-Value: 0.25, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	R-13

Rating Completed by:

Energy Rater: Stacey Smith
RESNET ID: 2279319

Rating Company: Viridian
1431 W. Main Street, Richmond, VA 23220

Rating Provider: Viridian
1431 W. Main Street, Richmond, VA 23220

Stacey Smith, Certified Energy Rater
Digitally signed: 7/10/24 at 12:02 PM



Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2024-02-29

Registry ID:

Ekotrope ID: vg09lQX2

HERS® Index Score:

57

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

\$954

*Relative to an average U.S. home

Home:
10 S Glebe Road
Arlington, VA 22204

Builder:

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	6.4	\$220
Cooling	2.1	\$75
Hot Water	5.7	\$197
Lights/Appliances	12.9	\$450
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
Total:	27.1	\$1,033

This home meets or exceeds the criteria of the following:

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

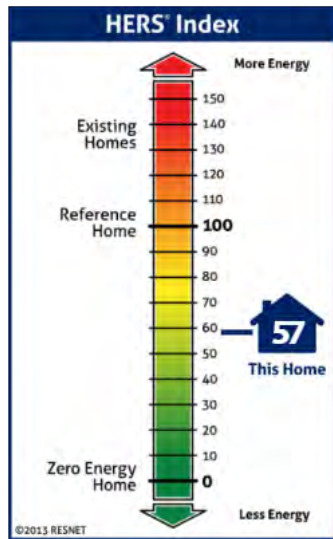
Rating Completed by:

Energy Rater: Stacey Smith
RESNET ID: 2279319

Rating Company: Viridian
1431 W. Main Street, Richmond, VA 23220

Rating Provider: Viridian
1431 W. Main Street, Richmond, VA 23220


Stacey Smith, Certified Energy Rater
Digitally signed: 7/10/24 at 12:02 PM



Home Feature Summary:

Home Type:	Apartment, end unit
Model:	2 BR End Top Floor
Community:	AHC Goodwill
Conditioned Floor Area:	981 ft ²
Number of Bedrooms:	2
Primary Heating System:	Air Source Heat Pump • Electric • 1 COP
Primary Cooling System:	Air Source Heat Pump • Electric • 18.2 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	5 ACH50 (Adjusted Infiltration: 2.50 ACH50)
Ventilation:	60 CFM • 57.9 Watts • ERV
Duct Leakage to Outside:	4 CFM25 / 100 ft ²
Above Grade Walls:	R-27
Ceiling:	Vaulted Roof, R-51
Window Type:	U-Value: 0.25, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	R-13



Ekotrope RATER - Version:4.2.1.3435
The Energy Rating Disclosure for this home is available from the Approved Rating Provider.
This report does not constitute any warranty or guarantee.

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2024-02-29

Registry ID:

Ekotrope ID: 28a6oMRL

HERS® Index Score:

57

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

\$1,043

*Relative to an average U.S. home

Home:
10 S Glebe Road
Arlington, VA 22204

Builder:

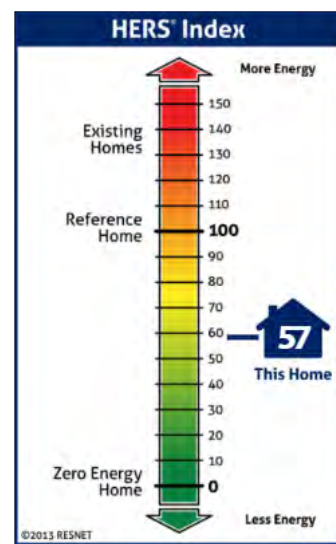
Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	7.2	\$246
Cooling	2.2	\$77
Hot Water	5.8	\$202
Lights/Appliances	13.7	\$477
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
Total:	28.9	\$1,095

This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.1

ENERGY STAR MF v1.0



Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	2 BR Interior at Service Elevator 2nd floor
Community:	AHC Goodwill
Conditioned Floor Area:	1,177 ft ²
Number of Bedrooms:	2
Primary Heating System:	Air Source Heat Pump • Electric • 1 COP
Primary Cooling System:	Air Source Heat Pump • Electric • 15.2 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	5 ACH50 (Adjusted Infiltration: 0.68 ACH50)
Ventilation:	60 CFM • 57.9 Watts • Supply Only
Duct Leakage to Outside:	4 CFM25 / 100 ft ²
Above Grade Walls:	R-29
Ceiling:	Adiabatic, R-13
Window Type:	U-Value: 0.25, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	R-13

Rating Completed by:

Energy Rater: Stacey Smith
RESNET ID: 2279319

Rating Company: Viridiant
1431 W. Main Street, Richmond, VA 23220

Rating Provider: Viridiant
1431 W. Main Street, Richmond, VA 23220

Stacey Smith, Certified Energy Rater
Digitally signed: 7/10/24 at 12:02 PM



Ekotrope RATER - Version:4.2.1.3435

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

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2024-02-29

Registry ID:

Ekotrope ID: vyJpXJ52

HERS® Index Score:

60

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

\$875

*Relative to an average U.S. home

Home:
10 S Glebe Road
Arlington, VA 22204

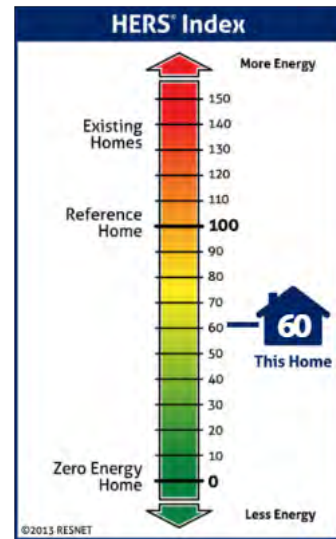
Builder:

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	5.6	\$196
Cooling	2.0	\$70
Hot Water	5.9	\$206
Lights/Appliances	13.1	\$456
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
Total:	26.6	\$1,019

This home meets or exceeds the criteria of the following:

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



Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	2 BR Interior Long at Lower Floors
Community:	AHC Goodwill
Conditioned Floor Area:	1,002 ft ²
Number of Bedrooms:	2
Primary Heating System:	Air Source Heat Pump • Electric • 1 COP
Primary Cooling System:	Air Source Heat Pump • Electric • 15.2 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	5 ACH50 (Adjusted Infiltration: 0.61 ACH50)
Ventilation:	60 CFM • 57.9 Watts • Supply Only
Duct Leakage to Outside:	4 CFM25 / 100 ft ²
Above Grade Walls:	R-29
Ceiling:	Adiabatic, R-13
Window Type:	U-Value: 0.25, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	R-13

Rating Completed by:

Energy Rater: Stacey Smith
RESNET ID: 2279319

Rating Company: Viridiant
1431 W. Main Street, Richmond, VA 23220

Rating Provider: Viridiant
1431 W. Main Street, Richmond, VA 23220

Stacey Smith, Certified Energy Rater
Digitally signed: 7/10/24 at 12:02 PM



Ekotrope RATER - Version:4.2.1.3435

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

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2024-02-29

Registry ID:

Ekotrope ID: dBMVpe1L

HERS® Index Score:

62

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

\$892

*Relative to an average U.S. home

Home:
10 S Glebe Road
Arlington, VA 22204

Builder:

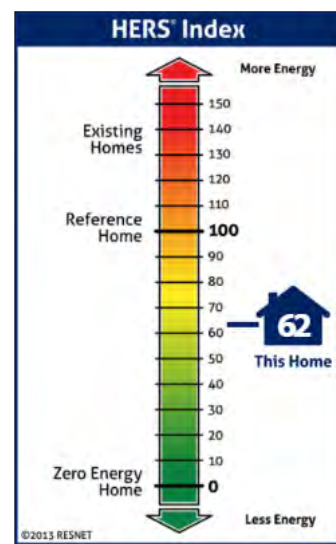
Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	7.9	\$270
Cooling	2.4	\$84
Hot Water	5.9	\$205
Lights/Appliances	13.1	\$454
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
Total:	29.2	\$1,103

This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.1

ENERGY STAR MF v1.0



Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	2 BR Interior Long at Top Floor
Community:	AHC Goodwill
Conditioned Floor Area:	1,002 ft ²
Number of Bedrooms:	2
Primary Heating System:	Air Source Heat Pump • Electric • 1 COP
Primary Cooling System:	Air Source Heat Pump • Electric • 15.2 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	5 ACH50 (Adjusted Infiltration: 2.13 ACH50)
Ventilation:	60 CFM • 57.9 Watts • Supply Only
Duct Leakage to Outside:	4 CFM25 / 100 ft ²
Above Grade Walls:	R-29
Ceiling:	Vaulted Roof, R-51
Window Type:	U-Value: 0.25, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	R-13

Rating Completed by:

Energy Rater: Stacey Smith
RESNET ID: 2279319

Rating Company: Viridiant
1431 W. Main Street, Richmond, VA 23220

Rating Provider: Viridiant
1431 W. Main Street, Richmond, VA 23220


Stacey Smith, Certified Energy Rater
Digitally signed: 7/10/24 at 12:02 PM



Ekotrope RATER - Version:4.2.1.3435
The Energy Rating Disclosure for this home is available from the Approved Rating Provider.
This report does not constitute any warranty or guarantee.

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2024-02-29

Registry ID:

Ekotrope ID: 26r68a52

HERS® Index Score:

61

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

\$903

*Relative to an average U.S. home

Home:
10 S Glebe Road
Arlington, VA 22204

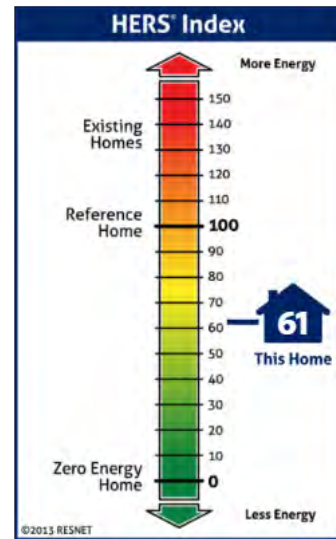
Builder:

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	9.2	\$317
Cooling	2.0	\$68
Hot Water	5.4	\$188
Lights/Appliances	12.5	\$434
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
Total:	29.1	\$1,097

This home meets or exceeds the criteria of the following:

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



Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	2 BR Typical Interior Lower Floors
Community:	AHC Goodwill
Conditioned Floor Area:	872 ft ²
Number of Bedrooms:	2
Primary Heating System:	Air Source Heat Pump • Electric • 1 COP
Primary Cooling System:	Air Source Heat Pump • Electric • 15.2 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	5 ACH50 (Adjusted Infiltration: 3.11 ACH50)
Ventilation:	60 CFM • 57.9 Watts • Supply Only
Duct Leakage to Outside:	4 CFM25 / 100 ft ²
Above Grade Walls:	R-29
Ceiling:	Adiabatic, R-13
Window Type:	U-Value: 0.25, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	R-30

Rating Completed by:

Energy Rater: Stacey Smith
RESNET ID: 2279319

Rating Company: Viridiant
1431 W. Main Street, Richmond, VA 23220

Rating Provider: Viridiant
1431 W. Main Street, Richmond, VA 23220

Stacey Smith, Certified Energy Rater
Digitally signed: 7/10/24 at 12:02 PM



Ekotrope RATER - Version:4.2.1.3435

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

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2024-02-29

Registry ID:

Ekotrope ID: LK5Xlolv

HERS® Index Score:

61

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

\$888

*Relative to an average U.S. home

Home:
10 S Glebe Road
Arlington, VA 22204

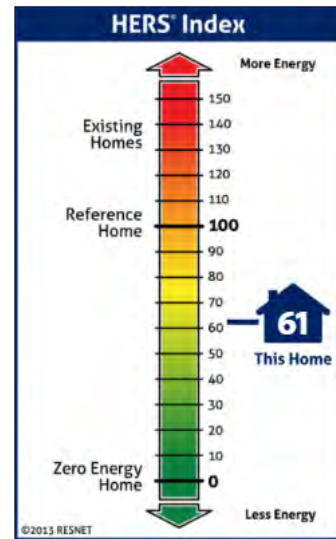
Builder:

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	8.6	\$295
Cooling	2.2	\$78
Hot Water	6.0	\$208
Lights/Appliances	12.5	\$434
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
Total:	29.4	\$1,106

This home meets or exceeds the criteria of the following:

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



Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	2 BR Typical Interior Top Floor
Community:	AHC Goodwill
Conditioned Floor Area:	872 ft ²
Number of Bedrooms:	2
Primary Heating System:	Air Source Heat Pump • Electric • 1 COP
Primary Cooling System:	Air Source Heat Pump • Electric • 15.2 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	5 ACH50 (Adjusted Infiltration: 3.15 ACH50)
Ventilation:	60 CFM • 57.9 Watts • Supply Only
Duct Leakage to Outside:	4 CFM25 / 100 ft ²
Above Grade Walls:	R-29
Ceiling:	Vaulted Roof, R-51
Window Type:	U-Value: 0.25, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	R-13

Rating Completed by:

Energy Rater: Stacey Smith
RESNET ID: 2279319

Rating Company: Viridiant
1431 W. Main Street, Richmond, VA 23220

Rating Provider: Viridiant
1431 W. Main Street, Richmond, VA 23220

Stacey Smith, Certified Energy Rater
Digitally signed: 7/10/24 at 12:02 PM



Ekotrope RATER - Version:4.2.1.3435

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

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2024-02-29

Registry ID:

Ekotrope ID: vQxG51ed

HERS® Index Score:

61

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

\$1,015

*Relative to an average U.S. home

Home:
10 S Glebe Road
Arlington, VA 22204

Builder:

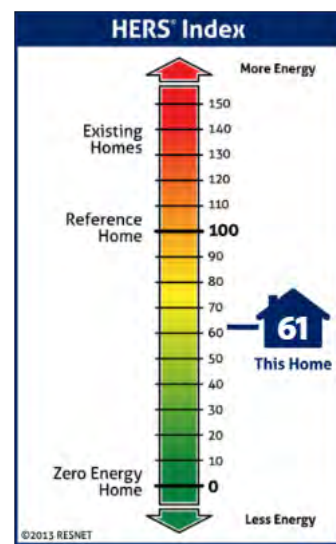
Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	7.6	\$261
Cooling	2.6	\$91
Hot Water	7.2	\$249
Lights/Appliances	15.3	\$530
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
Total:	32.7	\$1,221

This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.1

ENERGY STAR MF v1.0



Home Feature Summary:

Home Type:	Apartment, end unit
Model:	3 BR Exterior Corner Lower Floors
Community:	AHC Goodwill
Conditioned Floor Area:	1,312 ft ²
Number of Bedrooms:	3
Primary Heating System:	Air Source Heat Pump • Electric • 1 COP
Primary Cooling System:	Air Source Heat Pump • Electric • 15.2 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	5 ACH50 (Adjusted Infiltration: 0.83 ACH50)
Ventilation:	70 CFM • 72.4 Watts • Supply Only
Duct Leakage to Outside:	4 CFM25 / 100 ft ²
Above Grade Walls:	R-29
Ceiling:	Adiabatic, R-13
Window Type:	U-Value: 0.25, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	R-13

Rating Completed by:

Energy Rater: Stacey Smith
RESNET ID: 2279319

Rating Company: Viridiant
1431 W. Main Street, Richmond, VA 23220

Rating Provider: Viridiant
1431 W. Main Street, Richmond, VA 23220


Stacey Smith, Certified Energy Rater
Digitally signed: 7/10/24 at 12:02 PM



Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2024-02-29

Registry ID:

Ekotrope ID: 25YBXj52

HERS® Index Score:

65

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

Annual Savings

\$1,024

*Relative to an average U.S. home

Home:
10 S Glebe Road
Arlington, VA 22204

Builder:

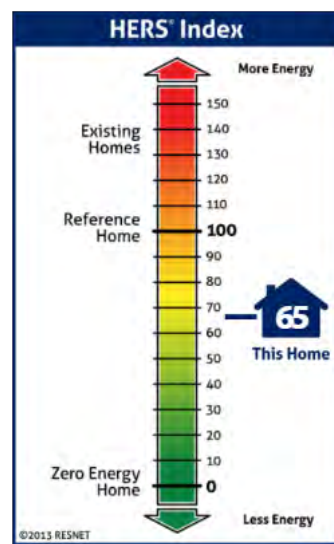
Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	10.7	\$362
Cooling	3.1	\$108
Hot Water	7.2	\$247
Lights/Appliances	15.3	\$527
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
Total:	36.3	\$1,335

This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.1

ENERGY STAR MF v1.0



Home Feature Summary:

Home Type:	Apartment, end unit
Model:	3 BR Exterior Corner Top Floor
Community:	AHC Goodwill
Conditioned Floor Area:	1,312 ft ²
Number of Bedrooms:	3
Primary Heating System:	Air Source Heat Pump • Electric • 1 COP
Primary Cooling System:	Air Source Heat Pump • Electric • 15.2 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	5 ACH50 (Adjusted Infiltration: 2.44 ACH50)
Ventilation:	70 CFM • 72.4 Watts • Supply Only
Duct Leakage to Outside:	4 CFM25 / 100 ft ²
Above Grade Walls:	R-29
Ceiling:	Vaulted Roof, R-51
Window Type:	U-Value: 0.25, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	R-13

Rating Completed by:

Energy Rater: Stacey Smith
RESNET ID: 2279319

Rating Company: Viridiant
1431 W. Main Street, Richmond, VA 23220

Rating Provider: Viridiant
1431 W. Main Street, Richmond, VA 23220

Stacey Smith, Certified Energy Rater
Digitally signed: 7/10/24 at 12:02 PM



Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2024-02-29

Registry ID:

Ekotrope ID: L9M6jYrL

HERS® Index Score:

56

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

\$1,142

*Relative to an average U.S. home

Home:
10 S Glebe Road
Arlington, VA 22204

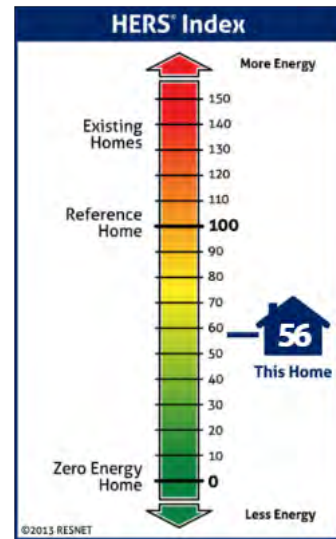
Builder:

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	7.0	\$240
Cooling	2.4	\$85
Hot Water	7.2	\$249
Lights/Appliances	15.3	\$532
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
Total:	32.0	\$1,197

This home meets or exceeds the criteria of the following:

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



Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	3 BR Interior at Service Elevator Mid floors
Community:	AHC Goodwill
Conditioned Floor Area:	1,307 ft ²
Number of Bedrooms:	3
Primary Heating System:	Air Source Heat Pump • Electric • 1 COP
Primary Cooling System:	Air Source Heat Pump • Electric • 15.2 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	5 ACH50 (Adjusted Infiltration: 0.66 ACH50)
Ventilation:	70 CFM • 72.4 Watts • Supply Only
Duct Leakage to Outside:	4 CFM25 / 100 ft ²
Above Grade Walls:	R-29
Ceiling:	Adiabatic, R-13
Window Type:	U-Value: 0.25, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	R-13

Rating Completed by:

Energy Rater: Stacey Smith
RESNET ID: 2279319

Rating Company: Viridiant
1431 W. Main Street, Richmond, VA 23220

Rating Provider: Viridiant
1431 W. Main Street, Richmond, VA 23220

Stacey Smith, Certified Energy Rater
Digitally signed: 7/10/24 at 12:02 PM



Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2024-02-29

Registry ID:

Ekotrope ID: dBMV4awL

HERS® Index Score:

59

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

\$1,163

*Relative to an average U.S. home

Home:
10 S Glebe Road
Arlington, VA 22204

Builder:

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	10.1	\$342
Cooling	2.9	\$102
Hot Water	7.2	\$247
Lights/Appliances	15.3	\$529
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
Total:	35.6	\$1,311

This home meets or exceeds the criteria of the following:

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

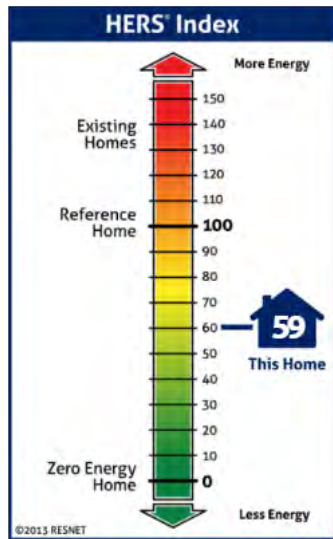
Rating Completed by:

Energy Rater: Stacey Smith
RESNET ID: 2279319

Rating Company: Viridiant
1431 W. Main Street, Richmond, VA 23220

Rating Provider: Viridiant
1431 W. Main Street, Richmond, VA 23220


Stacey Smith, Certified Energy Rater
Digitally signed: 7/10/24 at 12:02 PM



Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	3 BR Interior at Service Elevator Top Floor
Community:	AHC Goodwill
Conditioned Floor Area:	1,307 ft ²
Number of Bedrooms:	3
Primary Heating System:	Air Source Heat Pump • Electric • 1 COP
Primary Cooling System:	Air Source Heat Pump • Electric • 15.2 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	5 ACH50 (Adjusted Infiltration: 2.21 ACH50)
Ventilation:	70 CFM • 72.4 Watts • Supply Only
Duct Leakage to Outside:	4 CFM25 / 100 ft ²
Above Grade Walls:	R-29
Ceiling:	Vaulted Roof, R-51
Window Type:	U-Value: 0.25, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	R-13



Ekotrope RATER - Version:4.2.1.3435

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

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2024-02-29

Registry ID:

Ekotrope ID: vPaJRpz2

HERS® Index Score:

59

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

\$665

*Relative to an average U.S. home

Home:
10 S Glebe Road
Arlington, VA 22204

Builder:

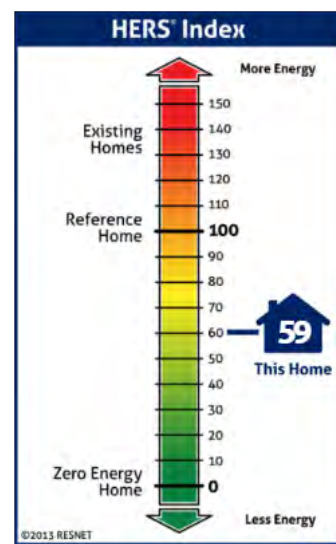
Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	3.1	\$107
Cooling	1.2	\$42
Hot Water	4.3	\$149
Lights/Appliances	10.9	\$381
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
Total:	19.4	\$770

This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.1

ENERGY STAR MF v1.0



Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	1 BR Interior Corner Lower Floors
Community:	AHC Goodwill
Conditioned Floor Area:	703 ft ²
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 1 COP
Primary Cooling System:	Air Source Heat Pump • Electric • 15.2 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	5 ACH50 (Adjusted Infiltration: 0.55 ACH50)
Ventilation:	40 CFM • 48.3 Watts • Supply Only
Duct Leakage to Outside:	4 CFM25 / 100 ft ²
Above Grade Walls:	R-29
Ceiling:	Adiabatic, R-13
Window Type:	U-Value: 0.25, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	R-13

Rating Completed by:

Energy Rater: Stacey Smith
RESNET ID: 2279319

Rating Company: Viridiant
1431 W. Main Street, Richmond, VA 23220

Rating Provider: Viridiant
1431 W. Main Street, Richmond, VA 23220


Stacey Smith, Certified Energy Rater
Digitally signed: 7/10/24 at 12:02 PM



Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2024-02-29

Registry ID:

Ekotrope ID: dNBokVGd

HERS® Index Score:

60

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

\$678

*Relative to an average U.S. home

Home:
10 S Glebe Road
Arlington, VA 22204

Builder:

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	4.4	\$154
Cooling	1.5	\$51
Hot Water	4.3	\$149
Lights/Appliances	10.9	\$381
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
Total:	21.0	\$826

This home meets or exceeds the criteria of the following:

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

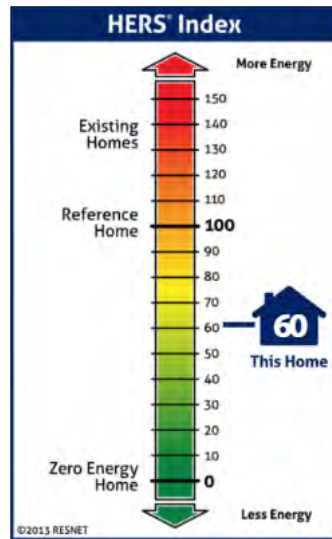
Rating Completed by:

Energy Rater: Stacey Smith
RESNET ID: 2279319

Rating Company: Viridiant
1431 W. Main Street, Richmond, VA 23220

Rating Provider: Viridiant
1431 W. Main Street, Richmond, VA 23220


Stacey Smith, Certified Energy Rater
Digitally signed: 7/10/24 at 12:02 PM



Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	1 BR Interior Corner Top Floor
Community:	AHC Goodwill
Conditioned Floor Area:	703 ft ²
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 1 COP
Primary Cooling System:	Air Source Heat Pump • Electric • 15.2 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	5 ACH50 (Adjusted Infiltration: 1.80 ACH50)
Ventilation:	40 CFM • 48.3 Watts • Supply Only
Duct Leakage to Outside:	4 CFM25 / 100 ft ²
Above Grade Walls:	R-29
Ceiling:	Vaulted Roof, R-51
Window Type:	U-Value: 0.25, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	R-13



Ekotrope RATER - Version:4.2.1.3435
The Energy Rating Disclosure for this home is available from the Approved Rating Provider.
This report does not constitute any warranty or guarantee.

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2024-02-29

Registry ID:

Ekotrope ID: 28a6o5ZL

HERS® Index Score:

57

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

\$1,072

*Relative to an average U.S. home

Home:
10 S Glebe Road
Arlington, VA 22204

Builder:

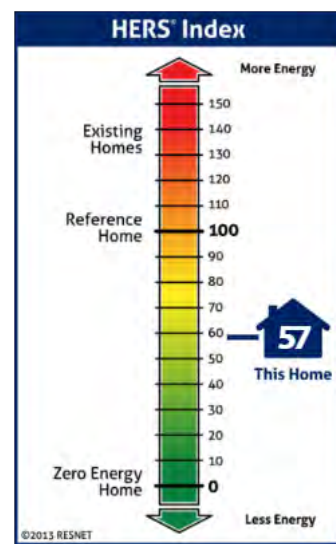
Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	5.3	\$183
Cooling	2.0	\$70
Hot Water	7.2	\$249
Lights/Appliances	15.7	\$546
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
Total:	30.2	\$1,140

This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.1

ENERGY STAR MF v1.0



Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	3 BR Interior Corner Lower Floors
Community:	AHC Goodwill
Conditioned Floor Area:	1,390 ft ²
Number of Bedrooms:	3
Primary Heating System:	Air Source Heat Pump • Electric • 1 COP
Primary Cooling System:	Air Source Heat Pump • Electric • 15.2 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	5 ACH50 (Adjusted Infiltration: 0.34 ACH50)
Ventilation:	70 CFM • 72.4 Watts • Supply Only
Duct Leakage to Outside:	4 CFM25 / 100 ft ²
Above Grade Walls:	R-29
Ceiling:	Adiabatic, R-13
Window Type:	U-Value: 0.25, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	R-13

Rating Completed by:

Energy Rater: Stacey Smith
RESNET ID: 2279319

Rating Company: Viridiant
1431 W. Main Street, Richmond, VA 23220

Rating Provider: Viridiant
1431 W. Main Street, Richmond, VA 23220

Stacey Smith, Certified Energy Rater
Digitally signed: 7/10/24 at 12:02 PM



Ekotrope RATER - Version:4.2.1.3435

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

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2024-02-29

Registry ID:

Ekotrope ID: L9M6jrrL

HERS® Index Score:

60

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

\$1,086

*Relative to an average U.S. home

Home:
10 S Glebe Road
Arlington, VA 22204

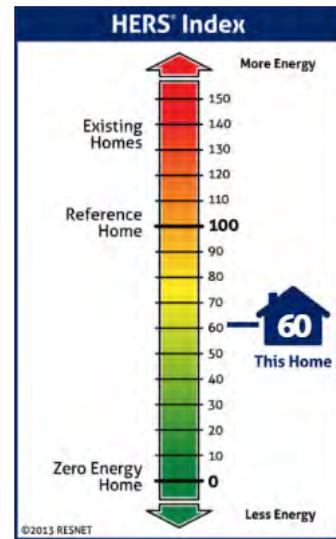
Builder:

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	7.9	\$269
Cooling	2.5	\$88
Hot Water	7.2	\$247
Lights/Appliances	15.7	\$542
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
Total:	33.2	\$1,237

This home meets or exceeds the criteria of the following:

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



Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	3 BR Interior Corner Top Floor
Community:	AHC Goodwill
Conditioned Floor Area:	1,390 ft ²
Number of Bedrooms:	3
Primary Heating System:	Air Source Heat Pump • Electric • 1 COP
Primary Cooling System:	Air Source Heat Pump • Electric • 15.2 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	5 ACH50 (Adjusted Infiltration: 1.87 ACH50)
Ventilation:	70 CFM • 72.4 Watts • Supply Only
Duct Leakage to Outside:	4 CFM25 / 100 ft ²
Above Grade Walls:	R-29
Ceiling:	Vaulted Roof, R-51
Window Type:	U-Value: 0.25, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	R-13

Rating Completed by:

Energy Rater: Stacey Smith
RESNET ID: 2279319

Rating Company: Viridiant
1431 W. Main Street, Richmond, VA 23220

Rating Provider: Viridiant
1431 W. Main Street, Richmond, VA 23220

Stacey Smith, Certified Energy Rater
Digitally signed: 7/10/24 at 12:02 PM



Ekotrope RATER - Version:4.2.1.3435

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

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2024-02-29

Registry ID:

Ekotrope ID: vwYqpnVL

HERS® Index Score:

60

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

\$637

*Relative to an average U.S. home

Home:
10 S Glebe Road
Arlington, VA 22204

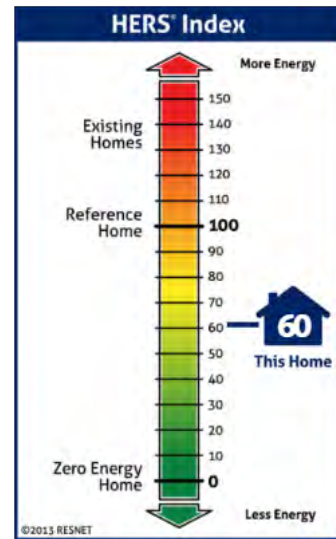
Builder:

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	4.1	\$142
Cooling	1.2	\$41
Hot Water	4.3	\$152
Lights/Appliances	10.4	\$364
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
Total:	20.0	\$790

This home meets or exceeds the criteria of the following:

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



Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	Efficiency at Elevators Lower Floors
Community:	AHC Goodwill
Conditioned Floor Area:	562 ft ²
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 1 COP
Primary Cooling System:	Air Source Heat Pump • Electric • 15.2 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	5 ACH50 (Adjusted Infiltration: 0.55 ACH50)
Ventilation:	40 CFM • 48.3 Watts • Supply Only
Duct Leakage to Outside:	4 CFM25 / 100 ft ²
Above Grade Walls:	R-28
Ceiling:	Adiabatic, R-13
Window Type:	U-Value: 0.25, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	R-13

Rating Completed by:

Energy Rater: Stacey Smith
RESNET ID: 2279319

Rating Company: Viridiant
1431 W. Main Street, Richmond, VA 23220

Rating Provider: Viridiant
1431 W. Main Street, Richmond, VA 23220

Stacey Smith, Certified Energy Rater
Digitally signed: 7/10/24 at 12:02 PM



Ekotrope RATER - Version:4.2.1.3435

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

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2024-02-29

Registry ID:

Ekotrope ID: vQxG5Wed

HERS® Index Score:

61

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

\$653

*Relative to an average U.S. home

Home:
10 S Glebe Road
Arlington, VA 22204

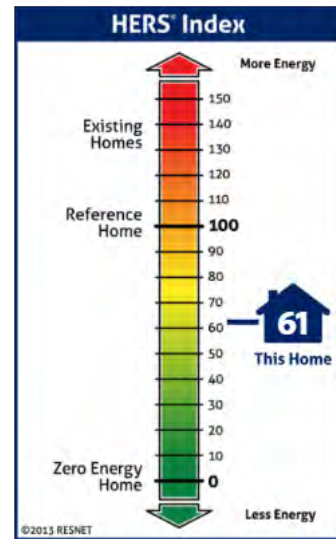
Builder:

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	5.3	\$184
Cooling	1.4	\$48
Hot Water	4.4	\$152
Lights/Appliances	10.4	\$364
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
Total:	21.4	\$840

This home meets or exceeds the criteria of the following:

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



Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	Efficiency at Elevators Top Floor
Community:	AHC Goodwill
Conditioned Floor Area:	562 ft ²
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 1 COP
Primary Cooling System:	Air Source Heat Pump • Electric • 15.2 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	5 ACH50 (Adjusted Infiltration: 1.79 ACH50)
Ventilation:	40 CFM • 48.3 Watts • Supply Only
Duct Leakage to Outside:	4 CFM25 / 100 ft ²
Above Grade Walls:	R-28
Ceiling:	Vaulted Roof, R-51
Window Type:	U-Value: 0.25, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	R-13

Rating Completed by:

Energy Rater: Stacey Smith
RESNET ID: 2279319

Rating Company: Viridian
1431 W. Main Street, Richmond, VA 23220

Rating Provider: Viridian
1431 W. Main Street, Richmond, VA 23220


Stacey Smith, Certified Energy Rater
Digitally signed: 7/10/24 at 12:02 PM



Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2024-02-29

Registry ID:

Ekotrope ID: 2JoNQaGL

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

\$676

*Relative to an average U.S. home

Home:
10 S Glebe Road
Arlington, VA 22204

Builder:

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	4.2	\$147
Cooling	1.3	\$44
Hot Water	4.3	\$151
Lights/Appliances	10.6	\$371
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
Total:	20.4	\$804

This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.1

ENERGY STAR MF v1.0

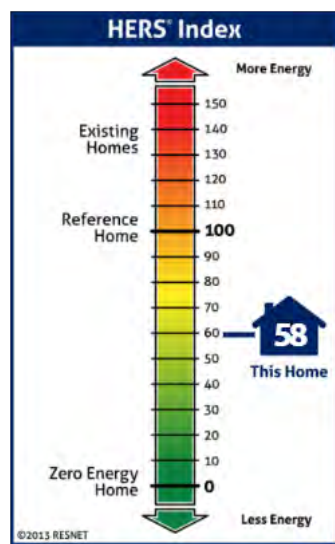
Rating Completed by:

Energy Rater: Stacey Smith
RESNET ID: 2279319

Rating Company: Viridiant
1431 W. Main Street, Richmond, VA 23220

Rating Provider: Viridiant
1431 W. Main Street, Richmond, VA 23220


Stacey Smith, Certified Energy Rater
Digitally signed: 7/10/24 at 12:02 PM



Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	Efficiency at Stairs Lower Floors
Community:	AHC Goodwill
Conditioned Floor Area:	613 ft ²
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 1 COP
Primary Cooling System:	Air Source Heat Pump • Electric • 15.2 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	5 ACH50 (Adjusted Infiltration: 0.62 ACH50)
Ventilation:	40 CFM • 48.3 Watts • Supply Only
Duct Leakage to Outside:	4 CFM25 / 100 ft ²
Above Grade Walls:	R-29
Ceiling:	Adiabatic, R-13
Window Type:	U-Value: 0.25, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	R-13



Ekotrope RATER - Version:4.2.1.3435
The Energy Rating Disclosure for this home is available from the Approved Rating Provider.
This report does not constitute any warranty or guarantee.

Home Energy Rating Certificate

Projected Report

Based on Plans

Rating Date: 2024-02-29

Registry ID:

Ekotrope ID: Le6bkjPd

HERS® Index Score:

60

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

\$695

*Relative to an average U.S. home

Home:
10 S Glebe Road
Arlington, VA 22204

Builder:

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	5.6	\$196
Cooling	1.4	\$50
Hot Water	4.3	\$151
Lights/Appliances	10.6	\$371
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
Total:	22.0	\$859

This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.1

ENERGY STAR MF v1.0

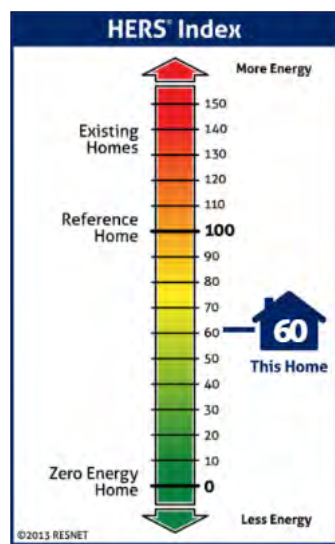
Rating Completed by:

Energy Rater: Stacey Smith
RESNET ID: 2279319

Rating Company: Viridiant
1431 W. Main Street, Richmond, VA 23220

Rating Provider: Viridiant
1431 W. Main Street, Richmond, VA 23220


Stacey Smith, Certified Energy Rater
Digitally signed: 7/10/24 at 12:02 PM



Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	Efficiency at Stairs Top Floor
Community:	AHC Goodwill
Conditioned Floor Area:	613 ft ²
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 1 COP
Primary Cooling System:	Air Source Heat Pump • Electric • 15.2 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	5 ACH50 (Adjusted Infiltration: 1.85 ACH50)
Ventilation:	40 CFM • 48.3 Watts • Supply Only
Duct Leakage to Outside:	4 CFM25 / 100 ft ²
Above Grade Walls:	R-29
Ceiling:	Vaulted Roof, R-51
Window Type:	U-Value: 0.25, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	R-13



Ekotrope RATER - Version:4.2.1.3435

The Energy Rating Disclosure for this home is available from the Approved Rating Provider.

This report does not constitute any warranty or guarantee.

Tab G:

Zoning Certification Letter (MANDATORY)

Zoning Certification

DATE: July 9, 2024**TO:** Virginia Housing
601 South Belvidere Street
Richmond, Virginia 23220**RE:** ZONING CERTIFICATION

Name of Development:	<u>Goodwill-4</u>
Name of Owner/Applicant:	<u>AHC Goodwill 4 LLC</u>
Name of Seller/Current Owner:	<u>Davis Memorial Goodwill Industries dba Goodwill of Greater Washington</u>

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 the Virginia Housing Development Authority solely for the purpose of determining whether the Development qualifies for points available under VHDA's Qualified Allocation Plan for housing tax credits.

DEVELOPMENT DESCRIPTION:

Development Address:

10 South Glebe Road, Arlington Virginia 22204

Legal Description:

See Legal Description attached as Exhibit A

Proposed Improvements:

<input checked="" type="checkbox"/> New Construction:	<u>65</u>	# Units	<u>1</u>	# Buildings	<u>87,472.69</u>	Total Floor Area Sq. Ft.
<input type="checkbox"/> Adaptive Reuse:	<u> </u>	# Units	<u> </u>	# Buildings	<u> </u>	Total Floor Area Sq. Ft.
<input type="checkbox"/> Rehabilitation:	<u> </u>	# Units	<u> </u>	# Buildings	<u> </u>	Total Floor Area Sq. Ft.

Zoning Certification, cont'd


Current Zoning: C-O-1.0 Mixed Use District allowing a density of
40 units per acre, and the following other applicable conditions: Property is subject to
conditions of Site Plan #474, approved by Arlington County Board on February 24, 2024, to construct a mixed-use development.

Other Descriptive Information:
Site Plan #474 provides for a total of 128 residential units, 31,385 sq. ft. of retail GFA, and
3,000 sq. ft. of childcare use. The unit count and information above pertains to Goodwill-4, which is within Site Plan #474
multi-project development that contains two tax credit financing projects.

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.


for

Signature

Deborah Albert, AICP
Printed Name

Deputy Zoning Administrator
Title of Local Official or Civil Engineer

703-228-3883

Phone:

July 8, 2024

Date:

NOTES TO LOCALITY:

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

EXHIBIT A

ALL OF THE FOLLOWING parcel of land situate, lying and being in the County of Arlington, Commonwealth of Virginia, and being more particularly described as follows:

Parcel J, Caruthers' and Creasy's Addition to Glebe Manors, as the same appears duly dedicated, platted and recorded in Deed Book 2858 at Page 1158 among the land records of Arlington County, Virginia.

Being the same property conveyed to Davis Memorial Goodwill Industries, Inc., a District of Columbia corporation, by Deed from Stephen P. Caruthers, Trustee, Lynn E. Caruthers, Trustee and Donald John Creasy, Trustee dated May 25, 1999, recorded June 2, 1999, among the land records of Arlington County, Virginia in Deed Book 2986, Page 2162.

TOGETHER WITH that non-exclusive ingress and egress easement as more fully described in the Reciprocal Easement Agreement by and among Stephen Caruthers, Lynn E. Caruthers and Donald J. Creasy, Trustees, and Davis Memorial Goodwill Industries, dated July 26, 1999, and recorded September 14, 1999, in Deed Book 3012, Page 1034 among the land records of Arlington, County, Virginia.

Informational Note:

RPC# 23-001-034 Parcel J, Caruthers' and Creasy's Addition to Glebe Manors – 10 S. Glebe Road, Arlington, Virginia

Tab H:

Attorney's Opinion (MANDATORY)



101 Arch Street	1325 G Street, NW
Suite 1101	Suite 770
Boston, MA 02110	Washington, DC 20005
T 617.224.0600	T 202.842.9006
F 617.224.0601	F 202.842.3936

DATE July 18, 2024

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

RE: 2024 4% Tax Credit Reservation Request (30% present value credits to be paired with tax-exempt bonds)

Name of Development: Goodwill-4
Name of Owner: AHC Goodwill 4 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 18, 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.

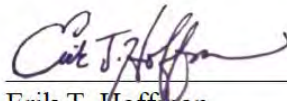
5. The type of the nonprofit organization involved in the Development is an organization described in Code Section 501(c)(3) or 501(c)(4) and exempt from taxation under Code Section 501(a), whose purposes include the fostering of low-income housing.
6. The nonprofit organizations' ownership interest in the development is as described in the Nonprofit Involvement section of the Application form.

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.~~



Klein Hornig LLP
COUNSELORS AT LAW

101 Arch Street
Suite 1101
Boston, MA 02110
T 617.224.0600
F 617.224.0601

1525 G Street, NW
Suite 770
Washington, DC 20005
T 202.842.9006
F 202.842.3936

DATE July 18, 2024

TO:

RE:

Virginia Housing Development Authority
201 South Bridge Street
Richmond, Virginia
23220

2024 4% Tax Credit
tax-exempt bonds)

Name of Development:
Name of Owner: _____

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 18, 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 comply with all applicable requirements of the Code and regulations, including the selection of credit type implicit in such calculations.

~~OR~~

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

~~3. [Select one]~~

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

~~OR~~

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

4. The site of the captioned Development is controlled by the Owner, as identified in the Site Control section of the Application.
5. ~~[Delete if inapplicable]~~ The type of the nonprofit organization involved in the Development is an organization described in Code Section 501(c)(3) or 501(c)(4) and exempt from taxation under Code Section 501(a), whose purposes include the fostering of low-income housing.
6. ~~[Delete if inapplicable]~~ The nonprofit organizations' ownership interest in the

development is as described in the Nonprofit Involvement section of the Application form.

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

~~8. [Delete if inapplicable] After reasonable investigation, the undersigned has no reason to believe that the representations made under the Rehab Information (Ten-Year Rule) section of the Application form as to the Development's compliance with or eligibility for exception to the ten-year "look-back rule" requirement of Code §42(d)(2)(B) are not correct.~~

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

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

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

Firm Name

By: _____

Its: _____
(Title)

Document comparison by Workshare Compare on Wednesday, July 17, 2024
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Description	AHC-GW 2024 Form VH Attorneys Opinion - 4%(1156286.1)
Rendering set	Standard

Legend:	
<u>Insertion</u>	
Deletion	
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Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
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Deletions	20
Moved from	0
Moved to	0
Style changes	0
Format changes	0

Total changes	27
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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)

Appendices continued

Nonprofit Questionnaire

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

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

1. General Information

- a. Name of development Goodwill-4
- b. Name of owner/applicant AHC Goodwill 4 LLC
- c. Name of nonprofit entity AHC Inc. (dba Affordable Homes & Communities (AHC))
- d. Address of principal place of business of nonprofit entity
2230 N Fairfax Drive, Suite 100
Arlington, VA 22201

Indicate funding sources and amount used to pay for office space

Development fees, public and private grant funding, individual and corporate donations

- e. Tax exempt status ☒ 501(c)(3) ☐ 501(c)(4) ☐ 501(a)
- f. Date of legal formation of nonprofit (must be prior to application deadline) 12/19/1975
 Evidenced by the following documentation Articles of Incorporation available upon request.
- _____
- _____
- g. Date of IRS 501(c)(3) or 501(c)(4) determination letter (must be prior to application deadline and copy must be attached) 9/17/76
- h. Describe exempt purposes (must include the fostering of low-income housing in its articles of incorporation) To expand and improve housing for low- and moderate-income households by preserving and renovating existing buildings as well as constructing new units. To improve resident outcomes through the provision of holistic resident services.
- i. Expected life (in years) of nonprofit Perpetuity

Appendices continued

- j. Explain the anticipated future activities of the nonprofit over the next five years:
 To expand and improve housing for low- and moderate-income households by preserving and renovating existing buildings as well as constructing new units. To improve resident outcomes through holistic services.
- k. How many full time, paid staff members does the nonprofit and, if applicable, any other nonprofit organization(s) ("related nonprofit(s)") of which the nonprofit is a subsidiary or to which the nonprofit is otherwise related have (i.e. by shared directors, staff, etc.)? 63
 How many part time, paid staff members? 5
 Describe the duties of all staff members:
 CEO & COO: manage operations; Departments: Real Estate Development; Construction Management; Resident Services; Community Relations; Asset Management; Human Resources; Finance; Administrative Services; Information Technology.
- l. Does the nonprofit share staff with any other entity besides a related nonprofit described above?
☐ YES ☒ NO If yes, explain in detail: _____
- m. How many volunteers does the nonprofit and, if applicable, any related nonprofit have?
 220 volunteers. 16-member Board of Directors meets bi-monthly to set policy; other volunteers support resident services.
- n. What are the sources and manner of funding of the nonprofit? (You must disclose all financial and/ or the arrangements with any individual(s) or for profit entity, including anyone or any entity related, directly, indirectly, to the Owner of the Development.
 Development fees, public and private grant funding, individual and corporate donations, asset management fees, resident services fees, and property operational income.
- o. List all directors of the nonprofit, their occupations, their length of service on the board, and their residential addresses See attached list of Board of Directors.

Appendices continued

2. Nonprofit Formation

- a. Explain in detail the genesis of the formation of the nonprofit: Affordable Homes & Communities, formerly Arlington Housing Corporation, is a community based nonprofit housing developer. AHC was founded in 1975 to address the critical need for affordable housing in Arlington County. AHC has evolved from a small home repair organization into a sophisticated corporation that develops complex multifamily developments.
- b. Is the nonprofit, or has it ever been, affiliated with or controlled by a for-profit entity or local housing authority?
- ☐ YES ☒ NO If yes, explain in detail: _____
- _____
- _____
- c. Has any for profit organization or local housing authority (including the Owner of the Development, joint venture partner, or any individual or entity directly or indirectly related to such Owner) appointed any directors to the governing board of the nonprofit?
- ☐ YES ☒ NO If yes, explain in detail: _____
- _____
- _____
- d. Does any for-profit organization or local housing authority have the right to make such appointments?
- ☐ YES ☒ NO If yes, explain in detail: _____
- _____
- _____
- e. Does any for profit organization or local housing authority have any other affiliation with the nonprofit or have any other relationship with the nonprofit in which it exercises or has the right to exercise any other type of control?
- ☐ YES ☒ NO If yes, explain in detail: _____
- _____
- _____
- f. Was the nonprofit formed by any individual(s) or for profit entity for the principal purpose of being included in the nonprofit Pool or receiving points for nonprofit participation under the Plan?
- ☐ YES ☒ NO

Appendices continued

- g. Explain in detail the past experience of the nonprofit including, if applicable, the past experience of any other related nonprofit of which the nonprofit is a subsidiary or to which the nonprofit is otherwise related (by shared directors, staff, etc.) AHC has nearly 50 years' experience developing low- and moderate-income homes in Arlington. It has expanded throughout northern Virginia and Maryland. The Real Estate Development department has developed more than 8,400 homes. See attached Previous Participation Certification and Schedule A for low-income housing tax credit experience.
- h. If you included in your answer to the previous question information concerning any related nonprofit, describe the date of legal formation thereof, the date of IRS 501(c)(3) or 501(c)(4) status, its expected life, its charitable purposes and its relationship to the non- profit.
N/A

3. Nonprofit Involvement

- a. Is the nonprofit assured of owning an interest in the Development (either directly or through a wholly owned subsidiary) throughout the Compliance Period (as defined in §42(i)(1) of the Code)?

☒ YES ☐ NO

- (i) Will the nonprofit own at least 10% of the general partnership/owning entity?

☒ YES ☐ NO

- (ii) Will the nonprofit own 100% of the general partnership interest/owning entity?

☐ YES ☒ NO

If no to either 3a.i or 3a.ii above, specifically describe the nonprofit's ownership interest
AHC will own 80% of the Managing Member interest, and Davis Memorial Goodwill Industries, another local 501(c)(3), will own 20%.

- b. (i) Will the nonprofit be the managing member or managing general partner?

☒ YES ☐ NO If yes, where in the partnership/operating agreement is this provision specifically referenced?

The nonprofit is the 80% owner of the managing member of the ownership entity. Another nonprofit, Davis Memorial Goodwill Industries (Goodwill), will be the 20% owner of the managing member of the ownership entity.

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

Appendices continued

- c. Will the nonprofit have the option or right of first refusal to purchase the proposed development at the end of the compliance period for a price not to exceed the outstanding debt and exit taxes of the for-profit entity? ☒ YES ☐ NO

If yes, where in the partnership/operating agreement is this provision specifically referenced?
Please see the Right of First Refusal/Option in Tab V.

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

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

- d. Is the nonprofit materially participating (regular, continuous, and substantial participation) in the construction or rehabilitation and operation or management of the proposed Development?

☒ YES ☐ NO If yes,

- (i) Describe the nature and extent of the nonprofit's proposed involvement in the construction or rehabilitation of the Development:

AHC developed the project concept in partnership with Goodwill, engaged the design team, led the design process, and is coordinating the financing. AHC will also provide construction management services.

- (ii) Describe the nature and extent of the nonprofit's involvement in the operation or management of the Development throughout the Extended Use Period (the entire time period of occupancy restrictions of the low-income units in the Development):

AHC's Asset Management and Senior Leadership teams will monitor the performance of the property during this period. The Asset Management team will work closely with property management to ensure compliance and high-quality management. The Resident Services team will provide services with onsite staff.

- (iii) Will the nonprofit invest in its overall interaction with the development more than 500 hours annually to this venture? ☒ YES ☐ NO If yes, subdivide the annual hours by activity and staff responsible and explain in detail :

AHC will invest thousands of hours into this community. There will be a dedicated onsite resident services staff member on site daily. Additionally, the Asset Management team and Senior Leadership will invest hundreds of hours annually overseeing community operations.

Appendices continued

- e. Explain how the idea for the proposed development was conceived. For example, was it in response to a need identified by a local neighborhood group? Local government? Board member? Housing needs study? Third party consultant? Other?

AHC continuously seeks opportunities to preserve and grow affordable housing within the region. Goodwill of Greater Washington chose AHC as its partner to redevelop their existing retail & donation center at 10 S. Glebe Road in Arlington into a mixed-use development with affordable housing, childcare, and a new Goodwill center roughly twice the size of what exists today. Goodwill sees the lack of affordable housing & childcare opportunities as two of the largest barriers to employment in our region.

- f. List all general partners/managing members of the Owner of the Development (one must be the nonprofit) and the relative percentages of their interests:

AHC Goodwill 4 JV LLC, Managing Member, of which AHC Inc. has 80% ownership interest.

- g. If this is a joint venture, (i.e. the nonprofit is not the sole general partner/managing member), explain the nature and extent of the joint venture partner's involvement in the construction or rehabilitation and operation or management of the proposed development.

Goodwill, AHC's joint venture partner, is heavily involved during the design, zoning, and construction phases of the Development. After construction completion, Goodwill will take part in major decisions but not day-to-day operations.

- h. Is a for profit entity providing development services (excluding architectural, engineering, legal, and accounting services) to the proposed development? ☐ YES ☒ NO If yes,

- (i) Explain the nature and extent of the consultant's involvement in the construction or rehabilitation and operation or management of the proposed development.

- (ii) Explain how this relationship was established. For example, did the nonprofit solicit proposals from several for-profits? Did the for-profit contact the nonprofit and offer the services?

N/A

Appendices continued

i. Will the nonprofit or the Owner (as identified in the application) pay a joint venture partner or consultant fee for providing development services? ☐ YES ☒ NO If yes, explain the amount and source of the funds for such payments.

j. Will any portion of the developer's fee which the nonprofit expects to collect from its participation in the development be used to pay any consultant fee or any other fee to a third party entity or joint venture partner? ☒ YES ☐ NO If yes, explain in detail the amount and timing of such payments.

AHC will collect 80% of the developer's fee and Goodwill will collect 20%, according to our member interests.

k. Will the joint venture partner or for-profit consultant be compensated (receive income) in any other manner, such as builder's profit, architectural and engineering fees, or cash flow?

☒ YES ☐ NO If yes, explain:

Goodwill will receive 20% of any available net cash flow after other obligations.

l. Will any member of the board of directors, officer, or staff member of the nonprofit participate in the development and/or operation of the proposed development in any for-profit capacity?

☐ YES ☒ NO If yes, explain:

Appendices continued

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

N/A

- n. Is the nonprofit involving any local, community based nonprofit organizations in the development, role and operation, or provision of services for the development? ☒ YES ☐ NO If yes, explain in detail, including the compensation for the other nonprofits amount and timing of such payments.

AHC is partnering with Neighborhood Health, a local nonprofit, Federally Qualified Health Center, to provide

telehealth services to all residents of the new community. Neighborhood Health will

cover the cost of one telehealth visit per household per year, as outlined in the Letter of Support found in Tab S.

4. Virginia and Community Activity

- a. Has the Virginia State Corporation Commission authorized the nonprofit to do business in Virginia?
☒ YES ☐ NO

- b. Define the nonprofit's geographic target area or population to be served:

AHC's primary areas of focus are Maryland, DC, and northern Virginia, including Arlington, Alexandria, and

Fairfax. AHC serves low- and moderate-income households.

- c. Does the nonprofit or, if applicable, related nonprofit have experience serving the community where the proposed development is located (including advocacy, organizing, development, management, or facilitation, but not limited to housing initiatives)? ☒ YES ☐ NO

If yes, or no, explain nature, extent and duration of any service:

AHC has been involved in affordable housing development in Arlington since 1975. This will be AHC's tenth

new construction development in Arlington. AHC has developed or redeveloped nearly 3,500 homes in Arlington

County.

Appendices continued

- d. Does the nonprofit's by laws or board resolutions provide a formal process for low income, program beneficiaries to advise the nonprofit on design, location of sites, development and management of affordable housing? ☒ YES ☐ NO If yes, explain
In northern Virginia, AHC convenes a Resident Ambassador Committee which provides feedback on design with the goal of enhancing the resident experience.

e. Has the Virginia Department of Agriculture and Consumer Services (Division of Consumer Affairs) authorized the nonprofit to solicit contributions/donations in the target community?
☒ YES ☐ NO

f. Does the nonprofit have demonstrated support (preferably financial) from established organizations, institutions, businesses and individuals in the target community?
☒ YES ☐ NO If yes, explain:
AHC has strong financial and community support throughout the region. We raise nearly \$2 million annually to support our robust resident services programs. Sources include individual and corporate donors, private foundations, and local and state governments. Public financial support is also typically a crucial part of each affordable housing community we develop. We rely on the support of many local partners and residents to help us advocate for those public dollars.

g. Has the nonprofit conducted any meetings with neighborhood, civic, or community groups and/or tenant associations to discuss the proposed development and solicit input? ☒ YES ☐ NO
If yes, describe the meeting dates, meeting locations, number of attendees and general discussion points:
Arlington's 4.1 Site Plan Review Process involves extensive public input. Buckingham Civic Assn (7/17/23); Arlington Heights CA. (8/8/23); Online Public Engagement (10/23/23 - 11/3/23); Site Plan Review Comm. 1 (12/14/23); SPRC 2 (1/18/24); Transpo. Comm'n (2/8/24); Planning Comm'n (2/14/24); Hsng Comm'n (2/15/24)

h. Are at least 33% of the members of the board of directors representatives of the community being served? ☐ YES ☒ NO If yes,
(i) Low-income residents of the community? ☐ YES ☒ NO
(ii) Elected representatives of low-income neighborhood organizations? ☐ YES ☒ NO

i. Are no more than 33% of the members of the board of directors representatives of the public sector (i.e. public officials or employees or those appointed to the board by public officials)?
☐ YES ☒ NO

Appendices continued

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

AHC's board meets bi-monthly. We hold an annual meeting each fall which had over 100 attendees last year, including many residents. Two AHC Board members are residents from our communities.

k. Has the nonprofit received a Community Housing Development Organization (CHDO) designation, as defined by the U.S. Department of Housing and Urban Development's HOME regulations, from the state or a local participating jurisdiction? ☒ YES ☐ NO

l. Has the nonprofit been awarded state or local funds for the purpose of supporting overhead and operating expenses? ☐ YES ☒ NO If yes, explain in detail:

m. Has the nonprofit been formally designated by the local government as the principal community-based nonprofit housing development organization for the selected target area?

☐ YES ☒ NO If yes, explain:

n. Has the nonprofit ever applied for Low Income Housing Tax Credits for a development in which it acted as a joint venture partner with a for-profit entity? ☒ YES ☐ NO

If yes, note each such application including: the development name and location, the date of application, the nonprofit's role and ownership status in the development, the name and principals of the joint venture partners, the name and principals of the general contractor, the name and principals of the management entity, the result of the application, and the current status of the development(s).

(1) The Westerly 9% and The Westerly 4%: Washington, DC; AHC is the 51% co-GP with Hoffman Associates on both projects. Both projects completed construction in Q1 2024 and are currently being leased-up. (2) Key's Point 1A, 1B and 2A: Baltimore, MD; AHC is 51% GP with The Michaels Organization in 1A, 19.5% in 1B, and 49% in 2A. 1A and 1B are fully stabilized. 2A will close in late 2024. Additional info available upon request.

Appendices continued

- o. Has the nonprofit ever applied for Low Income Housing Tax Credits for a development in which it acted as the sole general partner/managing member? ☒ YES ☐ NO

If yes, note each such development including the name and location, the date of the application, the result of the application, and the current status of the development(s).

Please see Schedule A of previous developments in the application (Tab D). Additional information available upon request.

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

- q. Has the nonprofit been an owner or applicant for a development that has received a reservation in a previous application round from the Virginia Housing Partnership or the Virginia Housing Funds?

☒ YES ☐ NO If yes, explain:

- r. Has the nonprofit completed a community needs assessment that is no more than three years old and that, at a minimum identifies all of the defined target area's housing needs and resources?

☐ YES ☒ NO If yes, explain the need identified:

- s. Has the nonprofit completed a community plan that (1) outlines a comprehensive strategy for addressing identified community housing needs, (2) offers a detailed work plan and timeline for implementing the strategy, and (3) documents that the needs assessment and comprehensive strategy were developed with the maximum possible input from the target community?

☐ YES ☒ NO If yes, explain the plan:

Appendices continued

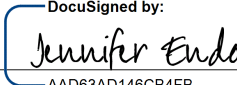
5. Attachments

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

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

7/15/2024
Date _____

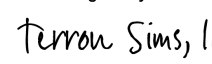
Owner/Applicant AHC Goodwill 4 LLC

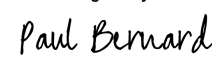
By Jennifer Endo  DocuSigned by:
AAD63AD146CB4FB...
By: AHC Goodwill 4 JV LLC, Managing Member (MM)
By: AHC 33-4 JV Member LLC, 80% Member of MM

Secretary
Its _____
Title _____

7/16/2024
Date _____

AHC Inc. (dba Affordable Homes & Communities (AHC))
Nonprofit

By Terron Sims II  DocuSigned by:
DF64DBFB3C6746C...
Board Chairman

By Paul Bernard  DocuSigned by:
D62ECB0A393F4B0...
Executive Director

AHC Inc. Board of Directors 2023-24

Officers of the Board: Chair, Terron Sims; Vice Chair, Hilary Chapman; President, Paul Bernard; Treasurer, C.C. Jenkins; Secretary, Jessica Majano-Arriaza; Member-At-Large: Tom Klanderman; Assistant Secretary, Jennifer Endo.

Executive Committee: Terron Sims (Chair); Hilary Chapman (Vice Chair); Paul Bernard (President); Jessica Majano-Arriaza; (Secretary), C.C. Jenkins (Treasurer); Tom Klanderman (At-Large); Jennifer Endo

<u>Member</u> (* = CHDO)	<u>Address, Phone & Email</u>	<u>Term Status</u>
Paul Bernard	8525 Moon Glass Court Columbia, MD 21045 W: 703-486-0626 x 1120 C: 240-380-0004 paul.bernard@ahcinc.org	N/A
Ginger Brown	5151 14th St., North Arlington, VA 22205 C: 703-772-8441 ginger.brown@langstonblvdalliance.com	2 nd Term Begins: 2022 2 nd Term Ends: 2025
C.C. Jenkins* (Carleton)	1727 S. Nelson Street Arlington, VA 22204 H: 703-979-8899 C: 703-859-5064 ccj6065@gmail.com	3 rd Term Begins: 2022 3 rd Term Ends: 2025
Tom Klanderman	1419 Mayflower Dr Mc Lean VA 22101 C: 202-669-7655 TCKlanderman@venable.com thomas.klanderman@gmail.com	1 st Term Begins: 2021 1 st Term Ends: 2024
Andargachew Legesse Wolde*	2484 S. Lowell St. Arlington, VA 22206 C: 571-214-1458 hn4c6s@verizon.net	3 rd Term Begins: 2023 3 rd Term Ends: 2024
Mildred Mack*	1316 Fenwick Lane #1318 Silver Spring, MD 20910 C: 301-526-7272 H: 301-244-5578 britan65@hotmail.com	3 rd Term Begins: 2023 3 rd Term Ends: 2024
Jessica Majano-Arriaza	2726 Ordway St., NW, Apt. 3 Washington, DC 20008 C: 703-546-6281 jmajanoar@gmail.com	1 st Term Begins: 2021 1 st Term Ends: 2024
Tedi Osias	8101 Connecticut Avenue, S-308 Chevy Chase, MD 20815 C: 301-461-2998 tsosias@gmail.com	3 rd Term Begins: 2023 3 rd Term Ends: 2025
Terron Sims, II*	1308 N Evergreen St. Arlington, VA 22205 C: 703-717-2973 terronsims@gmail.com	2 nd Term Begins: 2022 2 nd Term Ends: 2025

Gunnar Branson	217 South Lee Street Alexandria, VA 22314 312-961-2368 gunnarbranson@gmail.com	1 st Term Begins: 2023 1 st Term Ends: 2026
Patrick Jordan	7010 Longwood Dr. Bethesda, Md 20817. C: 202-550-3038 Patrick.jordan@heron.consulting	1 st Term Begins: 2023 1 st Term Ends: 2026
Hilary Chapman	5401 Hawthorne PI NW Washington, DC 20016 C: 202-641-6050 hchapman@mwco.org	1 st Term Begins: 2023 1 st Term Ends: 2026
Manuel Ochoa	5329 Willard Avenue, Chevy Chase, MD, 20815 C: 202-413-6910 mochoa@ochoaurbancollaborative.com	1 st Term Begins: 2023 1 st Term Ends: 2026
Robert E. Thomas*	1201 Argyle Ave Baltimore, MD 21217 C: 410-598-9347 robertethomas11@verizon.net	1 st Term Begins: 2023 1 st Term Ends: 2026
John Shuchart	4960 Fairmont Avenue #1502 Bethesda, MD 20814 C: 913-400-1906 john@theshuchartfoundation.org	1 st Term Begins: 2023 1 st Term Ends: 2026
Michelle Krockner	C: 703-919-0049 michellekrockner@gmail.com	1 st Term Begins: 2023 1 st Term Ends: 2026

Tab J:

Relocation Plan and Unit Delivery Schedule
(MANDATORY-Rehab)

This section is not relevant for this application.

Tab K:

Documentation of Development Location:

Tab K.1

Revitalization Area Certification



KENDRA JACOBS
CLERK TO THE
COUNTY BOARD

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE COUNTY BOARD

2100 CLARENDON BOULEVARD, SUITE 300
ARLINGTON, VIRGINIA 22201-5406
(703) 228-3130 • FAX (703) 228-7430
E-MAIL: countyboard@arlingtonva.us



ARLINGTON
VIRGINIA

MEMBERS

LIBBY GARVEY
CHAIR
TAKIS KARANTONIS
VICE CHAIR

MATT DE FERRANTI
MAUREEN COFFEY
SUSAN CUNNINGHAM

CERTIFICATION

I hereby certify that at its February 24, 2024 Regular Meeting, on a motion by TAKIS KARANTONIS, Vice-Chair, seconded by MATT DE FERRANTI, Member, and carried by a vote of 5 to 0, the voting recorded as follows: Libby Garvey, Chair - Aye, Takis Karantonis, Vice-Chair - Aye, Matt de Ferranti, Member - Aye, Maureen Coffey, Member - Aye, and Susan Cunningham, Member - Aye, the County Board of Arlington, Virginia, approved the **C.M. RECOMMENDATIONS** in the attached County Manager's report and Supplemental County Manager's report dated February 19, 2024 and February 21, 2024, with an amendment to Site Plan Condition #29.E limiting the number of semi-trailer truck arrivals for the retail use to 36 per 30-day period.

SUBJECT: Goodwill Site, 10 S. Glebe Road

- A. REZN23-00003 Rezoning from "R-6" One-Family Dwelling District and "C-2" Service Commercial-Community Business District to "C-O-1.0" Mixed Use District; for an approximately 59,730 square foot area; located at 10 S. Glebe Road (RPC# 23-001-034).
- B. SPLN23-00008 Site Plan (SP #474) to construct up to approximately 2.99 FAR total density, including approximately 144,040 square feet (sf) of residential gross floor area (GFA), 31,385 sf of retail GFA, and 3,000 sf of child care center GFA, with modifications for additional density, reduced residential and retail parking ratios, compact parking for retail use and residential visitors, required loading spaces, side and rear setbacks, density exclusions, and other modifications necessary to achieve the proposed development, located at 10 S. Glebe Road (RPC# 23-001-034).
- C. Designation of the site as a "Revitalization Area."

Given under my hand this 29th day of February, 2024.



Kendra M. Jacobs, Clerk
Arlington County Board

By: Mason Kushnir, Deputy Clerk

ATTACHMENT 1
Revitalization Area Resolution

**RESOLUTION OF THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA
DESIGNATING THE GOODWILL SITE A REVITALIZATION AREA PURSUANT TO
VIRGINIA CODE § 36-55.30:2**

WHEREAS, pursuant to Section § 36-55.30:2 of the Code of Virginia of 1950, as amended, the County Board of Arlington County desire to designate the site described as Exhibit A hereto and located at 10 S. Glebe Road, (the “Goodwill Site,” also referred to herein as the “Area,”) as a Revitalization Area;

WHEREAS, the affordable housing development proposed in this Area will provide a critical source of affordable housing for current and future low and moderate-income residents whose tenancy and local employment is essential to implementing the goals of the County’s Affordable Housing Master Plan and to the Area’s future economic development and sustainability;

NOW, THEREFORE BE IT HEREBY DETERMINED as follows:

The above referenced development is located in a Revitalization Area in the County of Arlington, Virginia. The revitalization area is (i)(2) The industrial, commercial or other economic development of such area will benefit the 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.

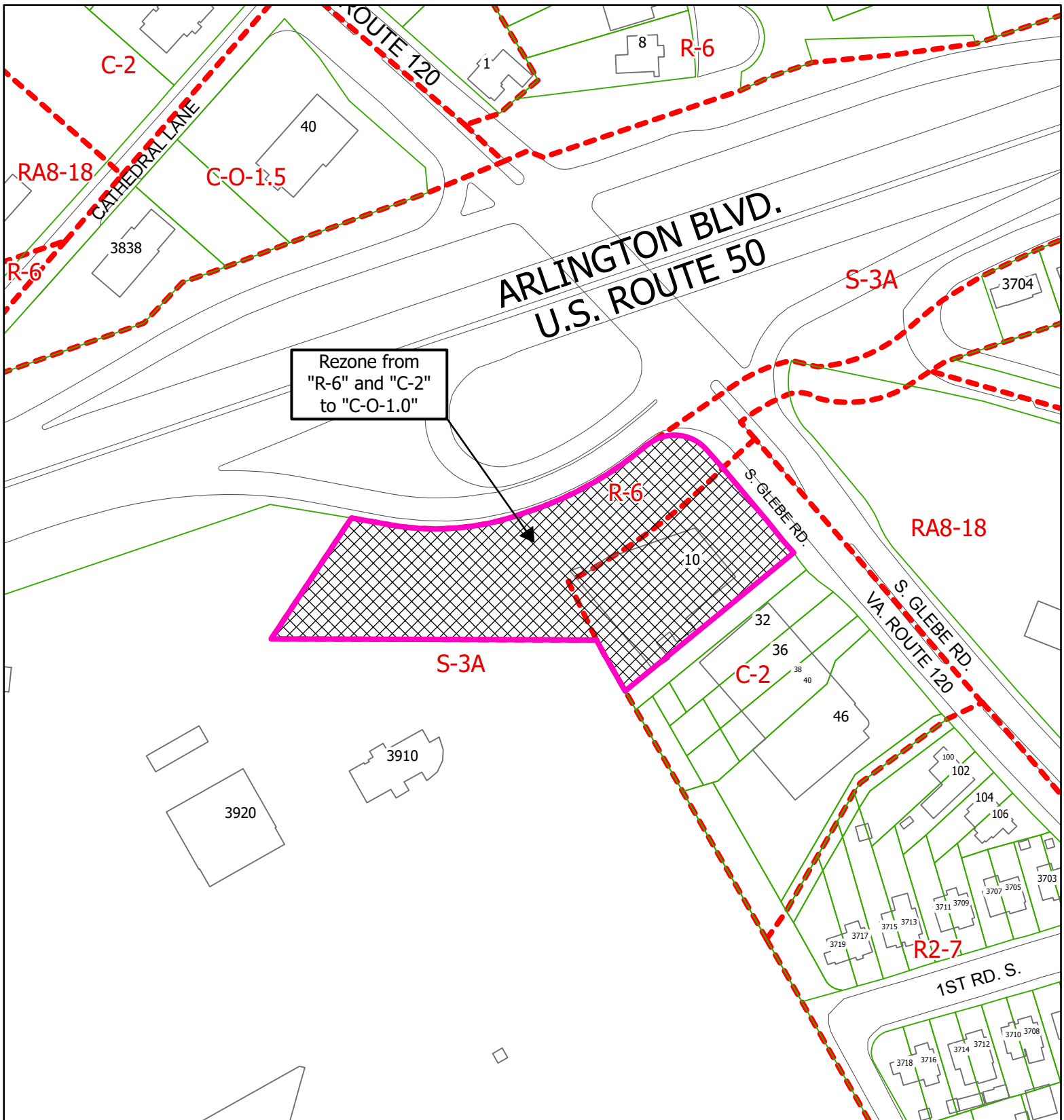
NOW, THEREFORE, BE IT HEREBY RESOLVED that pursuant to Section 36-55.30:2.A of the Code of Virginia of 1950, as amended, the Area is hereby designated as a revitalization area.

NOW, THEREFORE, BE IT HEREBY FURTHER DETERMINED that the following nonhousing building or buildings (or nonhousing portion or portions of the building or buildings) located or to be located in the Area are necessary or appropriate for the industrial, commercial or other economic development of the Area:

- **Child daycare and similar facilities that are approximately 3,000 gross square feet**
- **Commercial retail space and processing areas, each approximately 18,300 gross square feet and 13,000 gross square feet, respectively**

EXHIBIT A





REZN23-00003

10 S. Glebe Rd.

RPC#s 23-001-034



Case Location

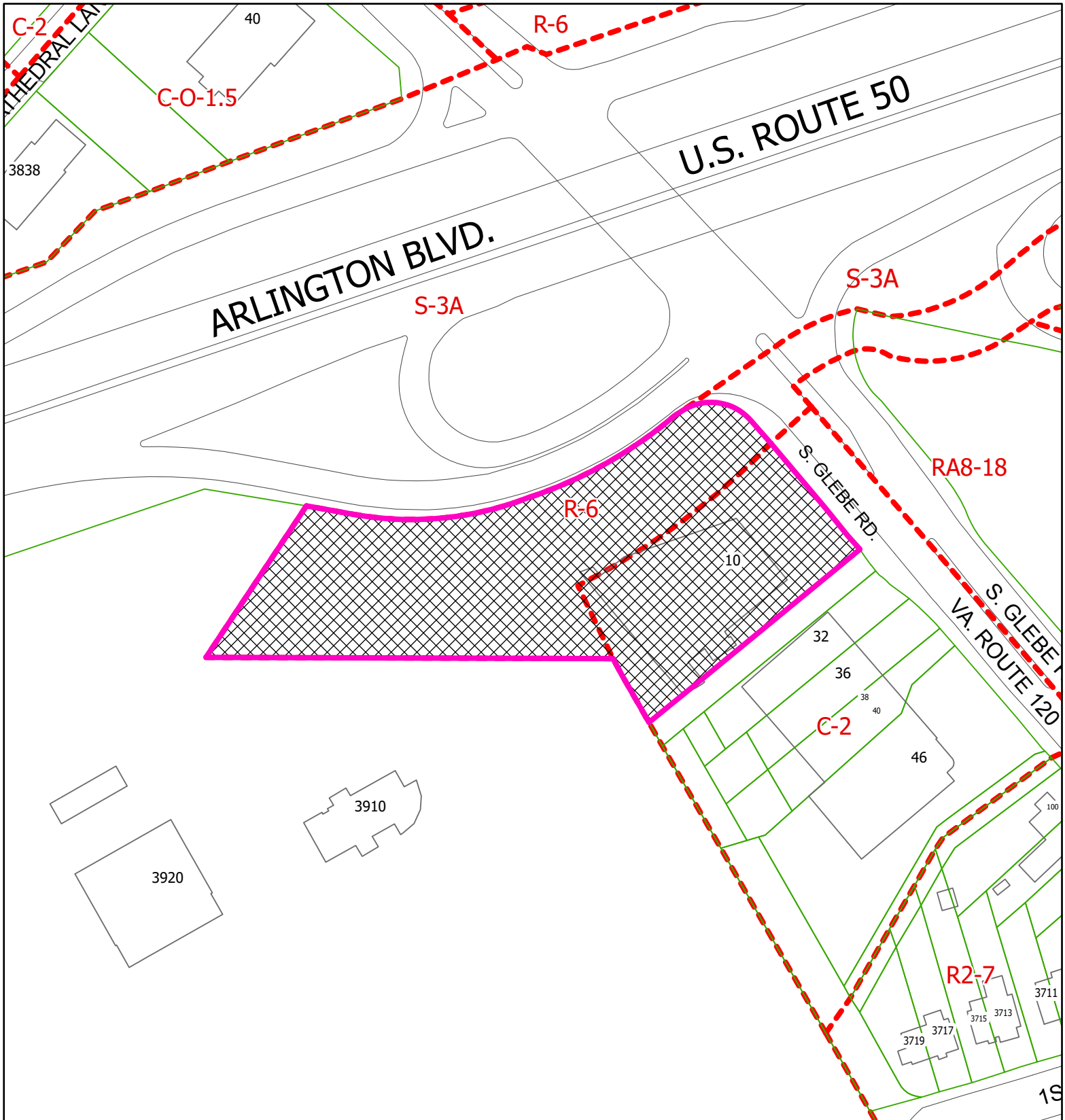
Scale 1:1,500



Note: These maps are for property location assistance only. They may not represent the latest survey and other information.

Department of Community Planning, Housing and Development

County Use Only
Date Placard Posted _____
By _____
Removed



REZN23-00003
SPLN23-00008

10 S. Glebe Rd.

RPC# 23-001-034

Note: These maps are for property location assistance only. They may not represent the latest survey and other information.

Department of Community Planning, Housing and Development



Case Location

Scale 1:1,200



County Use Only
Date Placard Posted _____
By _____
Removed

Tab K.2

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

07.10.2024

Virginia Housing
601 South Belvidere Street
Richmond, Virginia

RE: 2024 Tax Credit Reservation Request

Name of Development: Goodwill – 4
Name of Owner: AHC Goodwill 4 LLC

Ladies and Gentlemen:

This letter is submitted to you in support of the Owner's Application for Reservation of Low Income Housing Tax Credits under Section 42 of the Internal Revenue Code of 1986, as amended. Based upon due investigation of the site and any other matters as it deemed necessary this firm certifies that: the main street boundary entrance to the property is within:

 2,640 feet or ½ mile of the nearest access point to an existing commuter rail, light rail or subway station;

OR

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

Sincerely,

VIKA Virginia, LLC



Michael R. Pinkoske Jr., PTP
Director of Transportation

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.

Appendices continued

PHA or Section 8 Notification Letter

Date _____

To _____

RE: Proposed Affordable Housing Development

Name of Development _____

Name of Owner _____

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 _____

Proposed Improvements:

- ☐ New Construction: _____ #Units _____ #Buildings
- ☐ Adaptive Reuse: _____ #Units _____ #Buildings
- ☐ Rehabilitation: _____ #Units _____ #Buildings

Proposed Rents:

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

Other Descriptive Information:

Appendices continued

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 (____) ____ - ____ .

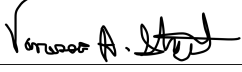
Please acknowledge receipt of this letter by signing below and returning it to me.

Sincerely yours,

Name _____

Title _____

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

Seen and Acknowledged By  _____

Printed Name: _____ Vanessa A. Street

Title _____ Executive Director Housing Choice Voucher Program

Phone _____

Date _____

Tab M:

Intentionally Blank

Section is not required for this application

Tab N:

Homeownership Plan

Section is not relevant for this application

Tab O:

Plan of Development Certification Letter

Section is not relevant for this application

Tab P:

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

Section is not relevant for this application

Tab Q:

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



DEPARTMENT OF HUMAN SERVICES

Housing Assistance Bureau

2100 Washington Blvd., 3rd Floor, Arlington, VA 22204

TEL 703-228-1350 FAX 703-228-1169 TTY 703-228-1398 www.arlingtonva.us

April 23, 2024

Alan Goldstein
AHC Inc.
2230 N. Fairfax Drive, Suite 100
Arlington, VA 22201

Re: Project-Based Rental Assistance for AHC Goodwill 4 LLC

Dear Mr. Goldstein,

The Arlington County Department of Human Services (DHS) is committed to providing AHC Goodwill 4 LLC with project-based rental assistance for seven (7) apartment units (PBA Units). DHS will offer project-based rental assistance to these units through the County's equivalent Permanent Supportive Housing Project-Based Rental Assistance funding. The development, 'Goodwill-4', meets the prerequisites for such assistance from the County and was reviewed in accordance with all necessary County processes and approved for the receipt of rental assistance.

This rental assistance will be for DHS Qualified Households who earn 60% or less of the Area Median Income (AMI), or such lower income tenants as may be required by Virginia Housing or the Virginia Department of Housing and Community Development and need supportive housing. Qualified Households include persons who have a mental, cognitive, or physical disability, are working with a DHS Case Manager, and have a critical housing need.

The Qualified Households will pay 30% of their adjusted income in rent and the County will provide monthly rental assistance payments up to the approved 60% AMI maximum rent levels. **The PSH unit mix will be 6 one-bedroom and 1 two-bedroom units.**

As participants in the County's Permanent Supportive Housing Program, these Households, in addition to having case management services, will be offered support services such as mental health treatment, counseling, job skills and life skills-training and the County will monitor their tenancy.

The standard contract term is five years and is renewable with five-year increments, dependent upon funding availability, up to the 15-year tax credit compliance period. We would be available to discuss specific contract terms with you at any time and look forward to working on the contract agreement prior to completion of the construction planned at Goodwill-4.

Further, DHS is committed to providing a first preference in its tenant referrals to the Owner and its waiting list with respect to the PBA Units for the target population, as confirmed by the Virginia Department of Medical Assistance Services or the Virginia Department of Behavioral Health and Development Services.

Sincerely,

A handwritten signature in black ink, appearing to read "Nicole Dula".

Nicole Dula
Housing Assistance Bureau Director

Tab R:

Documentation of Utility Allowance calculation



July 10, 2024

Thomas Wallinga
AHC Inc.
2230 N. Fairfax Drive, Suite 100
Arlington, Virginia 22201
thomas.wallinga@ahcinc.org

RE: Preliminary Utility Allowance for AHC Goodwill 4 LLC

Dear Thomas Wallinga,

Please see the following Preliminary Utility Allowance (UA) for AHC Goodwill 4 LLC located in Arlington, Virginia. Projections were generated with the applicable rates, fees, and taxes of following providers:

Electricity:	Dominion Energy	Gas:	N/A
Water:	Arlington County	Trash:	N/A
Sewer:	Arlington County		

The utility rates used to produce this UA are no older than the rates in place 60 days prior to the date of this letter. Below is a table depicting the highest monthly UA by each bedroom type. Should you have any questions do not hesitate to contact me.

UTILITY ALLOWANCE			ALLOWANCES BY BEDROOM SIZE				
Utilities	Utility Type	Paid by	Studio	1-bdr	2-bdr	3-bdr	4-bdr
Heating	Electric	Tenant	\$ 12.72	\$ 16.16	\$ 19.42	\$ 22.68	N/A
Air Conditioning	Electric	Tenant	\$ 5.94	\$ 7.54	\$ 9.06	\$ 10.59	N/A
Cooking	Electric	Tenant	\$ 5.09	\$ 6.46	\$ 7.77	\$ 9.07	N/A
Lighting	Electric	Tenant	\$ 20.35	\$ 25.85	\$ 31.07	\$ 36.29	N/A
Hot Water	Electric	Tenant	\$ 11.87	\$ 15.08	\$ 18.12	\$ 21.17	N/A
Water	-	Tenant	\$ 19.86	\$ 22.48	\$ 27.71	\$ 32.94	N/A
Sewer	-	Tenant	\$ 26.19	\$ 31.62	\$ 42.48	\$ 53.34	N/A
Total UA costs (Unrounded)			\$ 102.02	\$ 125.19	\$ 155.62	\$ 186.08	\$ -

**Allowances only for AHC Goodwill 4 LLC as an ENERGY STAR and EarthCraft Gold project. The water and sewer projections were produced using water fixtures with flow rates of 1.28 gpf toilets, 2.0 gpm showerheads, 2.2 gpm kitchen faucets, and 1.5 gpm lavatory faucets. Due to rounding, the amounts for the UA components may not add up to the Total UA amount.*

Sincerely,

Sean Shanley
Deputy Director

Recommendations

We have no further recommendations for the development. The Subject will be well-positioned in the market. As a newly constructed property, the Subject will be in similar to superior condition relative to the majority of the comparable properties. The market exhibits strong demand for affordable housing, with a weighted average vacancy rate of two percent at the comparable LIHTC and mixed income properties. Vacancy loss at the Subject is expected to be no more than five percent over a typical investment period. Given the low vacancy rates and high demand reported by the affordable comparables, as well as the rent advantages over the market rate rents, we believe that 2023 maximum allowable rents are achievable for the Subject at the 60 percent of AMI level. The Subject will be well-accepted in the market as a newly-constructed LIHTC property, and the concluded achievable LIHTC rents offer a market rent advantage.

Demand Summary

The demand analysis illustrates demand for the Subject based on capture rates of income-eligible renter households, which follows the NCHMA methodology. When viewing total income-eligible renter households the calculation illustrates an overall capture rate of 0.9 percent based on NCHMA methodology.

DEMAND CONCLUSIONS

Calculation	Capture Rate
@30%	0.5%
@60%	1.1%
All Units	0.9%
Annual Demand	6.0%
Penetration Rate	51.5%

These capture rates are reasonable taking into account the other indications of demand such as low vacancy rates and waiting lists reported by the comparable properties. The Demand Analysis illustrates demand for the Subject based on captures rates of income-eligible renter households. The demand analysis illustrates adequate demand for the Subject's units. The penetration rate is somewhat elevated. However, this elevated penetration rate is mitigated by the strong demand for affordable housing reported by comparables. The LIHTC comparables reported an average vacancy rate of three percent, reported turnover rates below 17 percent with an average of 11 percent, and the majority of LIHTC comparables maintain waiting lists.

The Virginia Housing net demand and capture rate table illustrates demand for the Subject based on capture rates of income-eligible renter households. The following table illustrates the conclusions from this table in the as proposed scenario.

Project Wide Capture Rate - LIHTC Units	8.5%
Project Wide Capture Rate - Market Units	N/A
Project Wide Capture Rate - All Units	8.5%
Project Wide Absorption Period (Months)	4.3 months

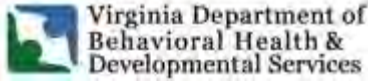
These capture rates are indicative of moderate demand for the Subject, and upon completion, we anticipate the proposed project will facilitate a relatively rapid absorption.

Strengths

- The Subject will offer excellent condition as a new construction development, similar to superior to the comparable properties;
- The Subject will offer an elevator-serviced midrise design, similar to slightly superior to the comparables;

Tab S:

Supportive House Certification and/or
Resident Well Being MOU



DBHDS MOU Review and Decision

AHC, Inc., Developer of Goodwill-4 Low-Income Housing Tax Credit Applicant (2024-TEB-137) and Community Lodgings, Inc., Resident Service Provider have partnered together through a Memorandum of Understanding (MOU) to provide onsite resident services to tenants of Goodwill-4, once placed in service. AHC, Inc. has requested DBHDS to review and approve the MOU between the parties as required in Virginia Housing's (VH) LIHTC Qualified Allocation Plan (QAP) for consideration of the extra point (15) incentive *Resident Well Being*.

The MOU:

- ☒ Meets minimum review standards
- ☐ Does not meet minimum review standards

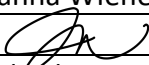
Required Evidence of Experience:

- ☐ DBHDS affirms that as of the date on this letter, Resident Service Provider has a DBHDS triennial license, in good standing, with no outstanding corrective action plans.
- ☒ LIHTC applicant asserts Service Provider meets other experience criteria (CORES Certification) to be reviewed by Virginia Housing.
- ☐ DBHDS does not attest experience evidenced by receipt of a grant or grants by the service provider for provision of direct services to the development's residents

DBHDS decision:

☒ APPROVED

☐ NOT APPROVED

Name & Title:	Janna Wiener, Housing Services Manager
Signature:	
Date:	7/10/2024

MEMORANDUM OF UNDERSTANDING

Between AHC Goodwill 4 LLC and AHC Inc.

This document constitutes the Memorandum of Understanding (“Agreement”) between AHC Goodwill 4 LLC (Goodwill-4) and AHC Inc. (AHC). The following Agreement details the terms and conditions of our partnership to provide Resident Services to all tenants at Goodwill-4.

Qualified clients for the program are all sixty-five households at Goodwill-4. This includes households with severe mental illness (SMI), individuals with intellectual or developmental disabilities, and/or those who meet HUD’s definition of chronic homelessness. As part of Goodwill-4’s Resident Services program, all households will be offered programs and services that align with one or more of the four cornerstones of AHC’s Resident Services coordination efforts. These are Housing Stability/Economic Mobility, Education, Health & Wellness, and Community Engagement.

1. **Parties.** This Agreement is between Goodwill-4 and AHC. AHC is the Resident Services Provider and the Developer.
 - a. The primary contact for Goodwill-4 will be David Brotman, Development Manager for AHC Inc., david.brotman@ahcinc.org
 - b. The primary contact for AHC will be Susan Davidson, Vice President Resident Services for AHC Inc., susan.davidson@ahcinc.org
2. **Purpose.** The purpose of this Agreement is to (1) establish a Resident Services partnership at Goodwill-4 between the parties that will support all 65 households and (2) specify the roles and responsibilities of each party.
3. **Resident Services Coordination.** AHC agrees to provide the following:
 - a. Conduct a resident opportunities and needs assessment within 60 days of lease-up. This will allow AHC to identify resident needs and will inform a Property Services Plan. This Plan will identify goals, benchmarks of individuals/households served, performance measures, and target populations served.
 - b. Execute the Property Services Plan. This includes providing each resident with programming and services that both parties deem appropriate based on individual and property-wide needs.
 - c. Communicate with the property management company bi-monthly to identify households at risk of rental default and/or non-criminal lease violations. Work with these households to identify eviction prevention strategies, which may include rental payment plans, additional subsidies, or other housing resources, as available, to keep these households in stable housing.
 - d. Work with residents to increase access to and awareness of Arlington County, state, and/or other third-party resources that promote health and wellness,

transportation accessibility, educational opportunities, and/or economic mobility options. Coordinate with additional third-party Service Providers to ensure that all households who so desire have either direct service provision or access to other community services.

- e. Develop a budget for Resident Services and, in conjunction with Goodwill-4, identify resources for ongoing funding for tenant programs.
- f. Provide an onsite staff person who will be available to meet with and/or communicate with residents onsite at Goodwill-4.

4. Responsibilities of the property owner: Goodwill-4 agrees to the following:

- a. Provide AHC staff with access to Goodwill-4. The property owner will collaborate with AHC in the design and construction of the property and the community spaces. This will include the design and construction of a Resident Services office, including full furnishings and private meeting space.
- b. Make amenity space available for Resident Services programming. This amenity space may include a community room, fitness center, business center, and/or other indoor or outdoor community space.
- c. Communicate bi-monthly with AHC staff regarding Resident Services coordination.

5. Additional Terms.

- a. Both parties agree and acknowledge that the receipt of Resident Services is never a condition of tenancy.
- b. Both parties agree to maintain working relationships with each other and property management to ensure open communication and collaboration.
- c. AHC and Goodwill-4 agree to meet quarterly, or as frequently as necessary, to review and monitor the program.
- d. Property management has overall responsibility for providing, maintaining, and operating the residential units and other property facilities at Goodwill-4. Prior to lease-up, the property management company will be added as a party to this MOU and ultimate Resident Services Agreement between AHC Inc. and the property management company.
- e. Both parties will work with property management to produce a Tenant Selection Plan (TSP) that focuses on reducing barriers and enables individualized tenant assessments in accordance with the Department of Professional and Occupations Regulations (DPOR)'s Model Policy for Tenant Screening and is subject to Virginia Housing and/or any other agency review.

6. Term.

The term of this Agreement will be in effect in perpetuity or until a subsequent MOU or Agreement supersedes it. Either party may terminate this Agreement with a 30-day written notice.

7. Confidentiality.

All parties recognize that by virtue of entering into this Agreement they may, at times, have access to confidential information regarding each other's operations as it relates to the project. All agree that they will not disclose confidential information and/or material without consent of the other parties, and unless such disclosure is authorized by this Agreement or required under law. In addition, the eligible tenant's confidential information will be handled with utmost discretion and judgment.

8. Nondiscrimination.

There will be no discrimination of any eligible household on account of race, color, creed, religion, sex, marital status, sexual orientation, age, handicap, ancestry, or national origin in the availability and delivery of Resident Services.

This Agreement shall be governed by the law of the Commonwealth of Virginia. Any litigation hereunder shall be brought in the Arlington County Circuit Court.

Signatures are located on the following page.

Witness the following signatures:

AHC Goodwill 4 LLC, a Virginia limited liability company

By: AHC Goodwill 4 JV LLC, a Virginia limited liability company,
Managing Member

By: AHC 33-4 JV Member LLC, a Virginia limited liability
company, authorized Member

By: AHC Inc., a Virginia Corporation, Sole Member

DocuSigned by:

Kenneth P. Crawford

31CF6DFD3A0E49C...

(Seal)

By: Kenneth P. Crawford, Vice President

DocuSigned by:

Cindy Rozon

46846007E005466...

AHC Inc., Service Provider

Cindy Rozon, Assistant Director Resident Services



GOODWILL-4

Resident Well Being – Telehealth/Virtual Health Services

Development provides tenants with free on-call, telephonic, or virtual health care services with a licensed provider.

AHC has received a letter of support from Neighborhood Health to enter into a partnership that will provide telehealth and virtual health services to Goodwill-4 residents that meets the requirements of the QAP, is administratively and financially viable, and serves the best interests of our residents. AHC Resident Services and Neighborhood Health will co-develop the program to be in-place at time of lease-up. The concept described below is a starting point, with the understanding that the program may adapt as we learn the specific needs of our residents:

Neighborhood Health will accept Goodwill-4 residents as patients into their health care model, which includes not only medical care but also behavioral health, dental care, medication assistance, labs, case management, and referral to community resources. One aspect of their model of care is to conduct telehealth visits. For Goodwill-4 residents, Neighborhood Health will provide one telehealth visit per resident per year free of charge. Please refer to the attached letter of support for more information on Neighborhood Health's healthcare model and organization.

AHC will provide the following as part of this partnership:

- A private space, outside of one's apartment—as shown in the floorplans for the project
- Free internet within that private space
- Access to a tablet
- On-site staff person (likely an AHC Resident Services staff person) available to provide assistance to residents who want to conduct a telehealth visit
- Promotion of the partnership between AHC and Neighborhood Health to residents who are uninsured and/or do not already have a provider who can offer telehealth services

Attached is a signed letter of support from Neighborhood Health that outlines their role and enthusiasm for the partnership at Goodwill-4.



July 15, 2024

To Whom it May Concern:

Please accept this letter of support for Affordable Homes & Communities' (AHC) proposal to develop 65 units of affordable housing at Goodwill-4 on 10 South Glebe Road in Arlington, VA. Stable, affordable housing is foundational to overall wellbeing and health. It is also critical for affordable housing organizations to work with health care organizations to ensure that the health care needs of its residents are met.

Neighborhood Health is a non-profit Federally Qualified Health Center that serves more than 40,000 patients in multiple clinics across Fairfax, Arlington, and Alexandria. Our mission is to improve health and advance health equity by providing high quality primary care regardless of a patient's ability to pay. We accept Medicaid, virtually all health insurance plans, and have a sliding fee scale for all patients who earn less than 200% of Federal Poverty Guidelines, regardless of their insurance status. Our model of care is comprehensive, integrated, and includes not only medical care but also behavioral health, dental care, medication assistance, labs, case management, and referral to community resources – all in one setting.

AHC has a long and established history of developing quality affordable multi-unit family developments with integrated services to promote the empowerment and wellbeing of individuals and families. Neighborhood Health values the technical support, passion, knowledge, and experience that AHC brings to their developments. Neighborhood Health plans to partner with AHC to ensure that residents of Goodwill-4 have access to high quality virtual healthcare services. AHC will provide residents of Goodwill-4 with access to a private, on-site room where they can conduct telehealth visits with our health professionals. Neighborhood Health will work with the AHC team to provide one telehealth visit per person per year for residents who are established patients at our practice, at no cost to the resident.

We look forward to the partnership with AHC at Goodwill-4 and wish them well in the application process.

Sincerely,



Basim Khan, MD, MPA
Chief Executive Officer

Tab T:

Funding Documentation



Goodwill-4

Amazon.com, Inc. Letter of Intent

The attached letter of intent was provided to AHC Inc. on July 14, 2024 by HR&A Advisors on behalf of their client, Amazon.com, Inc. AHC, HR&A, and Amazon.com have been engaged in due diligence and underwriting for several months as described in the letter. Please reach out to any of the parties involved with questions or to request additional information.



Virginia Housing
601 South Belvidere Street
Richmond, Virginia 23220-6500
Re: Financing Letter of Intent, Goodwill-4 Apartments

Ladies and Gentlemen:

Amazon.com, Inc. or an affiliate thereof (the “Lender”) hereby issues its letter of intent (the “LOI”) to provide a permanent subordinate loan in the principal amount of up to \$6,500,000 (the “Loan”) to AHC Goodwill 4 LLC, a Virginia limited liability company (the “Borrower”) to provide financing for Goodwill-4 Apartments that is consistent with the application and approvals for such Loan (the “Project”).

The term of the Loan will be coterminous with the senior secured indebtedness. The Loan will bear interest at a rate not to exceed 3.60% of which a portion is expected to be hard pay (such portion to be determined based on Lender’s underwriting). Interest will accrue immediately following disbursements and any unpaid interest will accrue to the principal balance of the loan. Periodic interest-only payments will be required during the term of the Loan, with principal due at maturity.

This LOI is subject to Lender’s formal credit and underwriting approval and is conditioned on the Borrower obtaining a reservation of low-income housing tax credits from Virginia Housing (“VH”) for the Project that is consistent with the application submitted to VHDA for its 2024 funding round, as well as the Lender’s receipt and approval of customary due diligence and negotiation of final forms of loan documents and related closing agreements acceptable to the Lender.

The Borrower will comply with all requirements, restrictions, and provisions in its application, including, without limitation, income set asides, rent restrictions, construction and permanent financing, and long-term affordability commitments, including the Right of First Refusal and, if awarded, any approvals or requirements for financing from senior secured lenders, Virginia Housing, Arlington County, construction and equity bridge lenders, if applicable.

The Loan will be underwritten and made in accordance with the procedures of the Lender and will be documented with the Lender’s form of loan documents. The Lender is providing this letter to VH solely for the purpose of the application for a reservation of low-income housing tax credits for the Project.

We are looking forward to working with you.



DEPARTMENT OF COMMUNITY PLANNING, HOUSING AND DEVELOPMENT (CPHD)
HOUSING DIVISION

Bozman Government Center 2100 Clarendon Blvd, Suite 700 Arlington, VA 22201
TEL 703.228.3765 FAX 703.228.3834 www.arlingtonva.us

July 8, 2024

Paul Bernard
President & CEO
Affordable Homes & Communities
2230 Fairfax Dr Suite 100
Arlington, VA 22201

RE: Arlington County Letter of Intent: HOME/CDBG for Goodwill-4

Dear Mr. Bernard:

I'm writing to convey Arlington County's support for the joint venture between Goodwill of Greater Washington and Affordable Homes & Communities for the development's submission of a 4% Low Income Housing Tax Credit application in the upcoming LIHTC and HOTC round. The proposed mixed-use facility would create 128 committed affordable homes, affordable childcare for up to 40 children, on-site resident services staff and programming, and a larger, modern facility for Goodwill that would allow it to substantially increase its impact in the community. As of now, AHC's HOME and CDBG funding application for this project is being prioritized by Arlington County housing staff for consideration of available federal funds and staff anticipates bringing forward a funding allocation request to the County Board.

On February 24th, the Arlington County Board unanimously approved the Goodwill site plan application. As part of this approval, staff and board members acknowledged that creation of 128 new committed affordable units (CAFs) and a child care center supports key goals for Arlington County, as outlined in the Affordable Housing Master Plan and the Child Care Initiative, respectively. The project also will achieve Earthcraft Multifamily Gold certification and exceeds the minimum requirements in the County's Green Building Incentive Policy supporting the sustainability goals of the Community Energy Plan. The inclusion of the multi-use Arlington Boulevard trail realizes a key component of the Arlington Boulevard Trail Feasibility Study to promote user safety and usability.

In parallel with this site plan approval, Arlington County staff will initiate the National Environmental Policy Act (NEPA) federal Environmental Review process. Arlington County is unaware of any reason that the development would not meet NEPA requirements and the approval of the Environmental Review is required in order for the Arlington County Board to allocate CDBG and HOME funds. AHC's application for federal funding for the hybrid LIHTC-financed development, submitted February 13th requested \$6,226,922 towards the development of the 9% project and \$6,345,238 towards

the 4% project. Pending successful NEPA review and approval from the Arlington County Board, it is Arlington County's intent to award the Goodwill-9 and Goodwill-4 projects with the aforementioned funds, given the County's support of this project.

Thanks and we look forward to working with you on this project.

Sincerely,

Anne Venezia

Anne Venezia
Director, Housing Division
Arlington County

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 that I have been presented with information regarding the Virginia Housing free renter education to tenants.

I understand that it is my responsibility to review the website link provided here:
<http://www.virginiahousing.com/renters>.

By signing below, I acknowledge that I have read, and understand the terms of all items contained in this form.

Resident Signature: _____
Resident Name: _____
Date: _____

Tab V:

Nonprofit or LHA Purchase Option or Right of First
Refusal

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO
Klein Hornig LLP
1325 G Street NW, Suite 770
Washington, DC 20005
Attn: Erik T. Hoffman

RIGHT OF FIRST REFUSAL AGREEMENT
(Goodwill-4 Apartments)

RIGHT OF FIRST REFUSAL AGREEMENT (the “Agreement”) dated as of July 16, 2024 by and among **AHC GOODWILL 4 LLC**, a Virginia limited liability company (the “Owner” or the “Company”), **AHC INC.**, a Virginia nonstock corporation (the “Grantee”), and is consented to by **AHC GOODWILL 4 JV LLC**, a Virginia limited liability company (the “Managing Member”), **AHC Inc.**, a Virginia nonstock corporation (the “Investor Member”) and [] **SPECIAL LIMITED PARTNER, L.L.C.**, a [] limited liability company (the “Special Member”). The Managing Member, the Investor Member and the Special Member are sometimes collectively referred to herein as the “Consenting Members”. The Investor Member and Special Member are sometimes collectively referred to herein as the “Non-Managing Members”. This Agreement shall be fully binding upon and inure to the benefit of the parties and their successors and assigns to the foregoing.

Recitals

- A. The Owner, pursuant to its [Amended and Restated] Operating Agreement dated on or about the date hereof by and among the Consenting Members (the “Operating Agreement”), is engaged in the ownership and operation of a 63-unit apartment project for families located in Arlington, Virginia and commonly known as “Goodwill-4” Apartments (the “Project”). The real property comprising the Project is legally defined on **Exhibit A**.
- B. The Grantee is the sole member of AHC 33-4 JV Member LLC, a Virginia limited liability company, a member of the Managing Member of the Owner and is instrumental to the development and operation of the Project; and
- C. The Owner desires to give, grant, bargain, sell and convey to the Grantee certain rights of first refusal to purchase the Project on the terms and conditions set forth herein;
- D. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Operating Agreement.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises of the parties hereto and of other good and valuable consideration, the receipt and sufficiency of which the parties hereto acknowledge, the parties hereby agree as follows:

Section 1. Right of First Refusal

The Owner hereby grants to the Grantee a right of first refusal (the “Refusal Right”) to purchase the real estate, fixtures, and personal property comprising the Project or associated with the physical operation thereof and owned by the Company at the time (the “Property”), for the price and subject to the other terms and conditions set forth below. The Property will include any reserves of the Partnership that is required by Virginia Housing Development Authority (“Virginia Housing” or the “Credit Authority”) or any lender of a loan being assumed in connection with the exercise of the Refusal Right to remain with the Project.

Section 2. Exercise of Refusal Right; Purchase Price

- A. After the end of the Compliance Period, the Company agrees that it will not sell the Property or any portion thereof to any Person without first offering the Property to the Grantee (the “Refusal Right”), for the Purchase Price (as defined in Section 3); provided, however, that such Refusal Right shall be conditioned upon the receipt by the Company of a “bona fide offer” (the acceptance or rejection of which shall not require the Consent of the Members). The Company shall give the notice of its receipt of such offer (the “Offer Notice”) and shall deliver a copy of the Offer Notice to the Grantee. Upon receipt by the Grantee of the Offer Notice, the Grantee shall have 90 days to deliver to Company a written notice of its intent to exercise the Refusal Right (the “Election Notice”). An offer made with the purchase price and basic terms of the proposed sale from a third party shall constitute a “bona fide offer” for purposes of this Agreement. Such offer (i) may be solicited by the Grantee or the Managing Member (with such solicitation permitted to begin at any time following the end of the fourteenth (14th) year of the Compliance Period provided that the Election Notice may not be sent until the end of the Compliance Period) and (ii) may contain customary due diligence, financing, and other contingencies. Notwithstanding anything to the contrary herein, a sale of the Project pursuant to the Refusal Right shall not require the Consent of the Non-Managing Members [or of Virginia Housing].
- B. If the Grantee fails to deliver the Election Notice within ninety (90) days of receipt of the Offer Notice, or if such Election Notice is delivered but the Grantee does not consummate the purchase of the Project within 270 days from the date of delivery of the Election Notice (each, individually, a “Terminating Event”), then its Refusal Right shall terminate and the Company shall be permitted to sell the Property free of the Refusal Right.

Section 3. Purchase Price; Closing

- A. The purchase price for the Property pursuant to the Refusal Right (the “Purchase Price”) shall equal the sum of (i) the principal amount of all outstanding indebtedness secured by the Project, and any accrued interest on any of such debts and (ii) all federal, State, and local taxes attributable to such sale, including those incurred or to be incurred by the partners or members of the Non-Managing Members. Notwithstanding the foregoing, however, the Purchase Price shall never be less than the amount of the “minimum purchase price” as defined in Section 42(i)(7)(B) of the Code. The Refusal Right granted hereunder is intended to satisfy the requirements of Section 42(i)(7) of the Code and shall be interpreted consistently therewith. In computing such price, it shall be assumed that each of the Non-Managing Members of the Owner (or their constituent partners or members) has an effective combined federal, state and local income tax rate equal to the maximum of such rates in effect on the date of Closing.
- B. All costs of the Grantee’s purchase of the Property pursuant to the Refusal Right, including any filing fees, shall be paid by Grantee.
- C. The Purchase Price shall be paid at Closing in one of the following methods:
- (i) the payment of all cash or immediately available funds at Closing, or
 - (ii) the assumption of any assumable Loans if Grantee has obtained the consent of the lenders to the assumption of such Loans, which consent shall be secured at the sole cost and expense of Grantee; provided, however, that any

Purchase Price balance remaining after the assumption of the Loans shall be paid by Grantee in immediately available funds.

Section 4. Conditions Precedent; Termination

A. Notwithstanding anything in this Agreement to the contrary, the right of the Grantee to exercise the Refusal Right and consummate any purchase pursuant thereto is contingent on each of the following being true and correct at the time of exercise of the Refusal Right and any purchase pursuant thereto:

- (i) the Grantee or its assignee shall be a “qualified nonprofit organization” as defined in Section 42(h)(5)(C) of the Code or another qualified purchaser described in Section 42(i)(7)(A) of the Code (collectively, each, a “Qualified Beneficiary”); and
- (ii) the Project continues to be a “qualified low-income housing project” within the meaning of Section 42 of the Code.

B. This Agreement shall automatically terminate upon the occurrence of any of the following events and, if terminated, shall not be reinstated unless such reinstatement is agreed to in a writing signed by the Grantee and each of the Consenting Members:

- (i) the transfer of the Property to a lender in total or partial satisfaction of any loan; or
- (ii) any transfer or attempted transfer of all or any part of the Refusal Right by the Grantee, whether by operation of law or otherwise, except as otherwise permitted under Section 7 of this Agreement; or
- (iii) the Project ceases to be a “qualified low-income housing project” within the meaning of Section 42 of the Code, or
- (iv) the Grantee fails to deliver its Election Notice or consummate the purchase of the Property within the timeframes set forth in Section 2 above.

C. If the Investor Member removes the Managing Member from the Company for failure to cure a default under the Operating Agreement, the Investor Member may elect to release this Agreement as a lien against the Project upon first obtaining the prior written consent of Virginia Housing, which consent may be granted or withheld in Virginia Housing’s sole discretion.

Section 5. Contract and Closing

Upon determination of the purchase price, the Owner and the Grantee shall enter into a written contract for the purchase and sale of the Property in accordance with the terms of this Agreement and containing such other terms and conditions as are standard and customary for similar commercial transactions in the geographic area which the Property is located, providing for a closing (the “Closing”) to occur in the Arlington County, Virginia not later than the timeframes set forth in Section 2. In the absence of any such contract, this Agreement shall be specifically enforceable upon the exercise of the Refusal Right.

Section 6. Conveyance and Condition of the Property

The Owner’s right, title and interest in the Property shall be conveyed by quitclaim deed, subject to such liens, encumbrances and parties in possession as shall exist as of the date of Closing. The Grantee shall accept the Property “**AS IS, WHERE IS**” and “**WITH ALL FAULTS AND DEFECTS,**” latent or otherwise, without any warranty or representation as to the condition thereof whatsoever, including

without limitation, without any warranty as to fitness for a particular purpose, habitability, or otherwise and no indemnity for hazardous waste or other conditions with respect to the Property will be provided. It is a condition to Closing that all amounts due to the Owner and the Investor Member from the Grantee or its Affiliates be paid in full. The Grantee shall pay all closing costs, including, without limitation, the Owner's attorney's fees. Upon closing, the Owner shall deliver to the Grantee, along with the deed to the property, an ALTA owner's title insurance policy dated as of the close of escrow in the amount of the purchase price, subject to the liens, encumbrances and other exceptions then affecting the title.

Section 7. Transfer

The Refusal Right shall not be transferred to any Person without the Consent of the Investor Member, except that the Grantee may assign all or any of its rights under this Agreement to an Affiliate of Grantee (a "Permitted Assignee") at the election and direction of the Grantee or to any assignee that shall be a "qualified nonprofit organization" as defined in Section 42(h)(5)(C) of the Code or another qualified purchaser described in Section 42(i)(7)(A) of the Code (collectively, each, a "Qualified Beneficiary").

In the case of any transfer of the Refusal Right (i) all conditions and restrictions applicable to the exercise of the Refusal Right or the purchase of the Property pursuant thereto shall also apply to such transferee, and (ii) such transferee shall be disqualified from the exercise of any rights hereunder at all times during which Grantee would have been ineligible to exercise such rights hereunder had it not effected such transfer.

Section 8. Rights Subordinate; Priority of Requirements of Section 42 of the Code

This Agreement is subordinate in all respects to any regulatory agreements and to the terms and conditions of the Mortgage Loans encumbering the Property. In addition, it is the intention of the parties that nothing in this Agreement be construed to affect the Owner's status as owner of the Property for federal income tax purposes prior to exercise of the Refusal Right granted hereunder. Accordingly, notwithstanding anything to the contrary contained herein, both the grant and the exercise of the Refusal Right shall be subject in all respects to all applicable provisions of Section 42 of the Code, including, in particular, Section 42(i)(7). In the event of a conflict between the provisions contained in this Agreement and Section 42 of the Code, the provisions of Section 42 shall control.

Section 9. Option to Purchase

- A. The parties hereto agree that if the Service hereafter issues public authority to permit the owner of a low-income housing tax credit project to grant an "option to purchase" pursuant to Section 42(i)(7) of the Code as opposed to a "right of first refusal" without adversely affecting the status of such owner as owner of its project for federal income tax purposes, then the parties shall amend this Agreement and the Owner shall grant the Grantee an option to purchase the Property at the Purchase Price provided in Section 3 hereof and that meets the requirements of Code Section 42(i)(7).
- B. If the Service hereafter issues public authority to permit the owner of a low-income housing tax credit project to grant a "right of first refusal to purchase partner interests" and/or "purchase option to purchase partner interests" pursuant to Section 42(i)(7) of the Code (or other applicable provision) as opposed to a "right of first refusal to purchase the Project" without adversely affecting the status of such owner as owner of its project for federal income tax purposes (or the status of the Investor Member as a partner of the Company for federal income tax purposes) then the parties shall amend this Agreement and the Investor Members shall provide a right of first refusal and/or purchase option, as the case may be, to acquire their

Interests for the Purchase Price provided in Section 3 hereof and that meets the requirements of Code Section 42(i)(7).

Section 10. Notice

Except as otherwise specifically provided herein, all notices, demands or other communications hereunder shall be in writing and shall be deemed to have been given and received (i) two (2) business days after being deposited in the United States mail and sent by certified or registered mail, postage prepaid, (ii) one (1) business day after being delivered to a nationally recognized overnight delivery service, (iii) on the day sent by telecopier or other facsimile transmission, answer back requested, or (iv) on the day delivered personally, in each case, to the parties at the addresses set forth below or at such other addresses as such parties may designate by notice to the other party:

- (i) If to the Owner, at the principal office of the Company set forth in Article II of the Operating Agreement;
- (ii) If to a Consenting Member, at their respective addresses set forth in Schedule A of the Operating Agreement;
- (iii) If to the Grantee, 2230 North Fairfax Drive, Suite 100, Arlington Virginia 22201; and
- (iv) with a copy to Davis Memorial Goodwill Industries, 1140 3rd Street NE, #350, Washington, DC 20002.

Section 11. Severability of Provisions

Each provision of this Agreement shall be considered severable, and if for any reason any provision that is not essential to the effectuation of the basic purposes of the Agreement is determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those provisions of this Agreement that are valid.

Section 12. Binding Provisions

The covenants and agreements contained herein shall be binding upon, and inure to the benefit of, the heirs, legal representatives, successors and assignees of the respective parties hereto, except in each case as expressly provided to the contrary in this Agreement.

Section 13. Counterparts

This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties have not signed the original or the same counterpart.

Section 14. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia without regard to principles of conflicts of law. Notwithstanding the foregoing, Company, Investor Member and Grantee do not intend the Refusal Right in this Agreement to be a common law right of first refusal but rather intend it to be understood and interpreted as a mechanism authorized by Section 42 of the Code to allow non-profit entities to preserve affordable housing for low-income families in accordance with Grantee's charitable objectives.

Section 15. Headings

All headings in this Agreement are for convenience of reference only. Masculine, feminine, or neuter gender, shall include all other genders, the singular shall include the plural, and vice versa as the context may require.

Section 16. Amendments

This Agreement shall not be amended except by written agreement between Grantee and the Owner with the consent of each of the Consenting Members [and Virginia Housing].

Section 17. Time

Time is of the essence with respect to this Agreement, and all provisions relating thereto shall be so construed.

Section 18. Legal Fees

Except as otherwise provided herein, in the event that legal proceedings are commenced by the Owner against the Grantee or by the Grantee against the Owner in connection with this Agreement or the transactions contemplated hereby, the prevailing party shall be entitled to recover all reasonable attorney's fees and expenses.

Section 19. Subordination

This Agreement is and shall remain automatically subject and subordinate to any bona fide mortgage to (or assigned to) an institutional or governmental lender with respect to the Project and, in the event of a foreclosure of any such mortgage, or of the giving of a deed in lieu of foreclosure to any such mortgagee, this Agreement shall become void and shall be of no further force or effect.

Section 20. Rule Against Perpetuities Savings Clause

The term of this Agreement will be ninety years commencing on the date first written above unless sooner terminated pursuant to the provisions hereof. If any provision of this Agreement is construed as violating and applicable "Rule Against Perpetuities" by statute or common law, such provision will be deemed to remain in effect only until the death of the last survivor of the now living descendants of any member of the 116th Congress of the United States, plus twenty-one (21) years thereafter. This Agreement and the Refusal Right herein granted are covenants running with the land and the terms and provisions hereof will be binding upon, inure to the benefits of and be enforceable by the parties hereto and their respective successors and assigns.

Section 21. Third Party Beneficiary; Virginia Housing Rights and Powers

The Virginia Housing Development Authority ("Virginia Housing") shall be a third party beneficiary to this Agreement, and the benefits of all of the covenants and restrictions hereof shall inure to the benefit of Virginia Housing, including the right, in addition to all other remedies provided by law or in equity, to apply to any court of competent jurisdiction within the Commonwealth of Virginia to enforce specific performance by the parties or to obtain an injunction against any violations hereof, or to obtain such other relief as may be appropriate. The Authority and its agents shall have those rights and powers with respect to the Project as set forth in the Act and the Virginia Housing Rules and Regulations promulgated thereunder, including without limitation, those rights and powers set forth in Chapter 1.2 of Title 365 of the Code of Virginia (1950), as amended, and 13VAC10-180-10 et seq., as amended.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Right of First Refusal Agreement as of the date first stated above.

OWNER:


AHC GOODWILL 4 LLC

a Virginia limited liability company

By: AHC Goodwill 4 JV LLC
a Virginia limited liability company
its managing member

By: AHC 33-4 JV Member LLC
a Virginia limited liability company,
its member

By: AHC Inc.
a Virginia nonstock corporation,
its sole member

By: 
Name: Paul Bernard
Title: President and CEO

STATE OF VIRGINIA)
CITY/COUNTY OF ARLINGTON) to-wit:

On JULY 16th, 2024, before me, the undersigned, a notary public in and for said state, personally appeared Paul Bernard, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as President and CEO of AHC Inc., a Virginia nonstock corporation, the sole member of AHC 33-4 JV Member LLC, a Virginia limited liability company, which is a member of AHC Goodwill 4 JV LLC, a Virginia limited liability company, which is the managing member of AHC Goodwill 4 LLC, a Virginia limited liability company, and that by his signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

Notary Public: 

Commission expires: 10/31/2028

Registration No.: 7991780



GRANTEE:

AHC INC.

a Virginia nonstock corporation

By: 

Name: Paul Bernard

Title: President and CEO

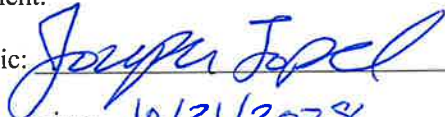
STATE OF VIRGINIA)

) to-wit:

CITY/COUNTY OF ARLINGTON)

On JULY 16, 2024, before me, the undersigned, a notary public in and for said state, personally appeared Paul Bernard, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as President and CEO of AHC Inc., a Virginia nonstock corporation, and that by his signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

Notary Public:



Commission expires:

10/31/2028

Registration No.:

7991780



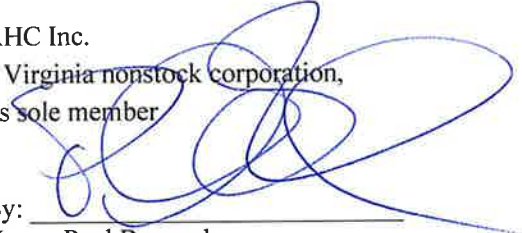
The undersigned hereby consents to the foregoing right of first refusal agreement as of the date first set forth hereinabove.

AHC GOODWILL 4 JV LLC

a Virginia limited liability company

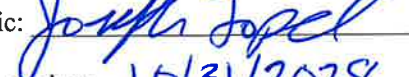
By: AHC 33-4 JV Member LLC
a Virginia limited liability company,
its managing member

By: AHC Inc.
a Virginia nonstock corporation,
its sole member

By: 
Name: Paul Bernard
Title: President and CEO

STATE OF VIRGINIA)
CITY/COUNTY OF ARLINGTON) to-wit:

On JULY 16, 2024, before me, the undersigned, a notary public in and for said state, personally appeared Paul Bernard, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as President and CEO of AHC Inc., a Virginia nonstock corporation, which is the sole member of AHC 33-4 JV Member LLC, a Virginia limited liability company, and that by his signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

Notary Public: 
Commission expires: 10/31/2028
Registration No.: 7991780



The undersigned hereby consents to the foregoing Right of First Refusal Agreement as of the date first set forth hereinabove.

INVESTOR MEMBER:

AHC INC.

a Virginia nonstock corporation

By: 

Name: Paul Bernard

Title: President and CEO

STATE OF VIRGINIA)
) to-wit:
CITY/COUNTY OF ARLINGTON)

On JULY 16, 2024, before me, the undersigned, a notary public in and for said state, personally appeared Paul Bernard, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as President and CEO of AHC Inc., a Virginia nonstock corporation, and that by his signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

Notary Public: 

Commission expires: 10/31/2028

Registration No.: 7991780



The undersigned hereby consents to the foregoing Right of First Refusal Agreement as of the date first set forth hereinabove.

SPECIAL MEMBER:

[_____] [_____] **SPECIAL LIMITED PARTNER, L.L.C.**, a [_____] [_____] limited liability company

By: _____, LLC, a _____
 _____ limited liability company, its manager

By: _____

STATE OF _____)
)
CITY/COUNTY OF _____)

On _____, 20__, before me, the undersigned, a notary public in and for said state, personally appeared [____], personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as [____], the manager of [**Investor Entity**], a [____] limited liability company, and [____] **Special Limited Partner, L.L.C.**, a [____] limited liability company, and that by his signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

Notary Public _____

Commission expires

EXHIBIT A

LEGAL DESCRIPTION

ALL OF THE FOLLOWING parcel of land situate, lying and being in the County of Arlington, Commonwealth of Virginia, and being more particularly described as follows:

Parcel J, Caruthers' and Creasy's Addition to Glebe Manors, as the same appears duly dedicated, platted and recorded in Deed Book 2858 at Page 1158 among the land records of Arlington County, Virginia.

Being the same property conveyed to Davis Memorial Goodwill Industries, Inc., a District of Columbia corporation, by Deed from Stephen P. Caruthers, Trustee, Lynn E. Caruthers, Trustee and Donald John Creasy, Trustee dated May 25, 1999, recorded June 2, 1999, among the land records of Arlington County, Virginia in Deed Book 2986, Page 2162.

TOGETHER WITH that non-exclusive ingress and egress easement as more fully described in the Reciprocal Easement Agreement by and among Stephen Caruthers, Lynn E. Caruthers and Donald J. Creasy, Trustees, and Davis Memorial Goodwill Industries, dated July 26, 1999, and recorded September 14, 1999, in Deed Book 3012, Page 1034 among the land records of Arlington, County, Virginia.

Informational Note:

RPC# 23-001-034 Parcel J, Caruthers' and Creasy's Addition to Glebe Manors – 10 S. Glebe Road, Arlington, Virginia

RECORDING REQUESTED BY:
AND WHEN RECORDED MAIL
TO: Klein Hornig LLP 1325 G
Street NW, Suite 770 Washington,
DC 20005 Attn: Erik T. Hoffman

RIGHT OF FIRST REFUSAL AGREEMENT
(~~[Project name]~~ Goodwill-4 Apartments)

RIGHT OF FIRST REFUSAL AGREEMENT (the "Agreement") dated as of ~~[Closing Date]~~ July 16, 2024 by and among ~~[OWNER ENTITY]~~ AHC GOODWILL 4 LLC, a Virginia limited liability company (the "Owner" or the "Company"),

~~[]~~ AHC INC., a Virginia non-stock ~~nonprofit~~ corporation (the "Grantee"), and is consented to by ~~[MANAGING MEMBER ENTITY]~~ AHC GOODWILL 4 JV LLC, a Virginia limited liability company (the "Managing Member"), ~~[INVESTOR ENTITY]~~, a ~~[]~~ limited liability company AHC Inc., a Virginia nonstock corporation (the "Investor Member") and [SPECIAL LIMITED PARTNER, L.L.C., a [] **SPECIAL LIMITED PARTNER, L.L.C.**,

a ~~[]~~ limited liability company (the "Special Member"). The Managing Member, the Investor Member and the Special Member are sometimes collectively referred to herein as the "Consenting Members". The Investor Member and Special Member are sometimes collectively referred to herein as the "Non-Managing Members". This Agreement shall be fully binding upon and inure to the benefit of the parties and their successors and assigns to the foregoing.

Recitals

- A. The Owner, pursuant to its [Amended and Restated] Operating Agreement dated on or about the date hereof by and among the Consenting Members (the "Operating Agreement"), is engaged in the ownership and operation of ~~an~~ ~~[]~~ a 63-unit apartment project for families located in ~~[]~~ Arlington, Virginia and commonly known as "~~[Project name]~~ Goodwill-4" Apartments" (the "Project"). The real property comprising the Project is legally defined on Exhibit A.
- B. The Grantee is the sole member of AHC 33-4 JV Member LLC, a Virginia limited liability company, a member of the Managing Member of the Owner and is instrumental to the development and operation of the Project; and
- C. The Owner desires to give, grant, bargain, sell and convey to the ~~Grantees~~ Grantee certain rights of first refusal to purchase the Project on the terms and conditions set forth herein;
- D. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Operating Agreement.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises of the parties hereto and of other good and valuable consideration, the receipt and sufficiency of which the parties hereto acknowledge, the parties hereby agree as follows:

Section 1. Right of First Refusal

The Owner hereby grants to the Grantee a right of first refusal (the “Refusal Right”) to purchase the real estate, fixtures, and personal property comprising the Project or associated with the physical operation thereof and owned by the Company at the time (the “Property”), for the price and subject to the other terms and conditions set forth below. The Property will include any reserves of the Partnership that is required by Virginia Housing Development Authority (“Virginia Housing” or the “Credit Authority”) or any lender of a loan being assumed in connection with the exercise of the Refusal Right to remain with the Project.

Section 2. Exercise of Refusal Right; Purchase Price

- A. After the end of the Compliance Period, the Company agrees that it will not sell the Property or any portion thereof to any Person without first offering the Property to the Grantee (the “Refusal Right”), for the Purchase Price (as defined in Section 3); *provided, however*, that such Refusal Right shall be conditioned upon the receipt by the Company of a “bona fide offer” (the acceptance or rejection of which shall not require the Consent of the Members). The Company shall give the notice of its receipt of such offer (the “Offer Notice”) and shall deliver a copy of the Offer Notice to the Grantee. Upon receipt by the Grantee of the Offer Notice, the Grantee shall have 90 days to deliver to Company a written notice of its intent to exercise the Refusal Right (the “Election Notice”). An offer made with the purchase price and basic terms of the proposed sale from a third party shall constitute a “bona fide offer” for purposes of this Agreement. Such offer (i) may be solicited by the Grantee or the Managing Member (with such solicitation permitted to begin at any time following the end of the fourteenth (14th) year of the Compliance Period provided that the Election Notice may not be sent until the end of the Compliance Period) and (ii) may contain customary due diligence, financing, and other contingencies. Notwithstanding anything to the contrary herein, a sale of the Project pursuant to the Refusal Right shall not require the Consent of the Non-Managing Members [or of Virginia Housing].
- B. If the Grantee fails to deliver the Election Notice within ninety (90) days of receipt of the Offer Notice, or if such Election Notice is delivered but the Grantee does not consummate the purchase of the Project within 270 days from the date of delivery of the Election Notice (each, individually, a “Terminating Event”), then its Refusal Right shall terminate and the Company shall be permitted to sell the Property free of the Refusal Right.

Section 3. Purchase Price; Closing

- A. The purchase price for the Property pursuant to the Refusal Right (the “Purchase Price”) shall equal the sum of (i) the principal amount of all outstanding indebtedness secured by the Project, and any accrued interest on any of such debts and (ii) all federal, State, and local taxes attributable to such sale, including those incurred or to be incurred by the partners or members of the Non-Managing Members. Notwithstanding the foregoing, however, the Purchase Price shall never be less than the amount of the “minimum purchase price” as defined in Section 42(i)(7)(B) of the Code. The Refusal Right granted hereunder is intended to satisfy the requirements of Section 42(i)(7) of the Code and shall be interpreted consistently therewith. In computing such price, it shall be assumed that each of the Non-Managing Members of the Owner (or their constituent partners or members) has an effective combined federal, state and local income tax rate equal to the maximum of such rates in effect on the date of Closing.
- B. All costs of the Grantee’s purchase of the Property pursuant to the Refusal Right, including any filing fees, shall be paid by Grantee.
- C. The Purchase Price shall be paid at Closing in one of the following methods:
- (i) the payment of all cash or immediately available funds at Closing, or
 - (ii) the assumption of any assumable Loans if Grantee has obtained the consent of the lenders to the assumption of such Loans, which consent

shall be secured at the sole cost and expense of Grantee; provided, however, that any

Purchase Price balance remaining after the assumption of the Loans shall be paid by Grantee in immediately available funds.

Section 4. Conditions Precedent; Termination

A. Notwithstanding anything in this Agreement to the contrary, the right of the Grantee to exercise the Refusal Right and consummate any purchase pursuant thereto is contingent on each of the following being true and correct at the time of exercise of the Refusal Right and any purchase pursuant thereto:

- (i) the Grantee or its assignee shall be a “qualified nonprofit organization” as defined in Section 42(h)(5)(C) of the Code or another qualified purchaser described in Section 42(i)(7)(A) of the Code (collectively, each, a “Qualified Beneficiary”); and
- (ii) the Project continues to be a “qualified low-income housing project” within the meaning of Section 42 of the Code.

B. This Agreement shall automatically terminate upon the occurrence of any of the following events and, if terminated, shall not be reinstated unless such reinstatement is agreed to in a writing signed by the Grantee and each of the Consenting Members:

- (i) the transfer of the Property to a lender in total or partial satisfaction of any loan; or
- (ii) any transfer or attempted transfer of all or any part of the Refusal Right by the Grantee, whether by operation of law or otherwise, except as otherwise permitted under Section 7 of this Agreement; or
- (iii) the Project ceases to be a “qualified low-income housing project” within the meaning of Section 42 of the Code; or
- (iv) the Grantee fails to deliver its Election Notice or consummate the purchase of the Property within the timeframes set forth in Section 2 above.

C. If the Investor Member removes the Managing Member from the Company for failure to cure a default under the Operating Agreement, the Investor Member may elect to release this Agreement as a lien against the Project upon first obtaining the prior written consent of Virginia Housing, which consent may be granted or withheld in Virginia Housing’s sole discretion.

Section 5. Contract and Closing

Upon determination of the purchase price, the Owner and the Grantee shall enter into a written contract for the purchase and sale of the Property in accordance with the terms of this Agreement and containing such other terms and conditions as are standard and customary for similar commercial transactions in the geographic area which the Property is located, providing for a closing (the “Closing”) to occur in the ~~_____~~ Arlington County, Virginia not later than the timeframes set forth in Section 2. In the absence of any such contract, this Agreement shall be specifically enforceable upon the exercise of the Refusal Right.

Section 6. Conveyance and Condition of the Property

The Owner's right, title and interest in the Property shall be conveyed by quitclaim deed, subject to such liens, encumbrances and parties in possession as shall exist as of the date of Closing. The Grantee shall accept the Property "**AS IS, WHERE IS**" and "**WITH ALL FAULTS AND DEFECTS**," latent or otherwise, without any warranty or representation as to the condition thereof whatsoever, including without limitation, without any warranty as to fitness for a particular purpose, habitability, or otherwise and no indemnity for hazardous waste or other conditions with respect to the Property will be provided. It is a condition to Closing that all amounts due to the Owner and the Investor Member from the Grantee or its Affiliates be paid in full. The Grantee shall pay all closing costs, including, without limitation, the Owner's attorney's fees. Upon closing, the Owner shall deliver to the Grantee, along with the deed to the property, an ALTA owner's title insurance policy dated as of the close of escrow in the amount of the purchase price, subject to the liens, encumbrances and other exceptions then affecting the title.

Section 7. Transfer

The Refusal Right shall not be transferred to any Person without the Consent of the Investor Member, except that the Grantee may assign all or any of its rights under this Agreement to an Affiliate of Grantee (a "Permitted Assignee") at the election and direction of the Grantee or to any assignee that shall be a "qualified nonprofit organization" as defined in Section 42(h)(5)(C) of the Code or another qualified purchaser described in Section 42(i)(7)(A) of the Code (collectively, each, a "Qualified Beneficiary").

In the case of any transfer of the Refusal Right (i) all conditions and restrictions applicable to the exercise of the Refusal Right or the purchase of the Property pursuant thereto shall also apply to such transferee, and (ii) such transferee shall be disqualified from the exercise of any rights hereunder at all times during which Grantee would have been ineligible to exercise such rights hereunder had it not effected such transfer.

Section 8. Rights Subordinate; Priority of Requirements of Section 42 of the Code

This Agreement is subordinate in all respects to any regulatory agreements and to the terms and conditions of the Mortgage Loans encumbering the Property. In addition, it is the intention of the parties that nothing in this Agreement be construed to affect the Owner's status as owner of the Property for federal income tax purposes prior to exercise of the Refusal Right granted hereunder. Accordingly, notwithstanding anything to the contrary contained herein, both the grant and the exercise of the Refusal Right shall be subject in all respects to all applicable provisions of Section 42 of the Code, including, in particular, Section 42(i)(7). In the event of a conflict between the provisions contained in this Agreement and Section 42 of the Code, the provisions of Section 42 shall control.

Section 9. Option to Purchase

A. The parties hereto agree that if the Service hereafter issues public authority to permit the owner of a low-income housing tax credit project to grant an "option to purchase" pursuant to Section 42(i)(7) of the Code as opposed to a "right of first refusal" without adversely affecting the status of such owner as owner of its project for federal income tax purposes, then the parties shall amend this Agreement and the Owner shall grant the Grantee an option to purchase the Property at the Purchase Price provided in Section 3 hereof and that meets the requirements of Code Section 42(i)(7).

B. If the Service hereafter issues public authority to permit the owner of a low-income housing tax credit project to grant a "right of first refusal to purchase partner interests" and/or "purchase option to purchase partner interests" pursuant to Section 42(i)(7) of the

Code (or other applicable provision) as opposed to a “right of first refusal to purchase the Project” without adversely affecting the status of such owner as owner of its project for federal income tax purposes (or the status of the Investor Member as a partner of the Company for federal income tax purposes) then the parties shall amend this Agreement and the Investor Members shall provide a right of first refusal and/or purchase option, as the case may be, to acquire their

Interests for the Purchase Price provided in Section 3 hereof and that meets the requirements of Code Section 42(i)(7).

Section 10. Notice

Except as otherwise specifically provided herein, all notices, demands or other communications hereunder shall be in writing and shall be deemed to have been given and received ~~(i)~~ (i) two (2) business days after being deposited in the United States mail and sent by certified or registered mail, postage prepaid, (ii) one (1) business day after being delivered to a nationally recognized overnight delivery service, (iii) on the day sent by telecopier or other facsimile transmission, answer back requested, or (iv) on the day delivered personally, in each case, to the parties at the addresses set forth below or at such other addresses as such parties may designate by notice to the other party:

- (i) If to the Owner, at the principal office of the Company set forth in Article II of the Operating Agreement;
- (ii) If to a Consenting Member, at their respective addresses set forth in Schedule A of the Operating Agreement;
- (iii) If to the Grantee, ~~1, 2230 North Fairfax Drive, Suite 100,~~ 2230 North Fairfax Drive, Suite 100, Arlington Virginia 22201; and
- (iv) with a copy to Davis Memorial Goodwill Industries, 1140 3rd Street NE, #350, Washington, DC 20002.

Section 11. Severability of Provisions

Each provision of this Agreement shall be considered severable, and if for any reason any provision that is not essential to the effectuation of the basic purposes of the Agreement is determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those provisions of this Agreement that are valid.

Section 12. Binding Provisions

The covenants and agreements contained herein shall be binding upon, and inure to the benefit of, the heirs, legal representatives, successors and assignees of the respective parties hereto, except in each case as expressly provided to the contrary in this Agreement.

Section 13. Counterparts

This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties have not signed the original or the same counterpart.

Section 14. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia without regard to principles of conflicts of law. Notwithstanding the foregoing, Company, Investor Member and Grantee do not intend the Refusal Right in this Agreement to be a common law right of first refusal but rather intend it to be understood and interpreted as a mechanism authorized by Section 42 of the Code to allow non-profit entities to preserve affordable housing for low-income families in accordance with Grantee's charitable objectives.

Section 15. Headings

All headings in this Agreement are for convenience of reference only. Masculine, feminine, or neuter gender, shall include all other genders, the singular shall include the plural, and vice versa as the context may require.

Section 16. Amendments

This Agreement shall not be amended except by written agreement between Grantee and the Owner with the consent of each of the Consenting Members [and Virginia Housing].

Section 17. Time

Time is of the essence with respect to this Agreement, and all provisions relating thereto shall be so construed.

Section 18. Legal Fees

Except as otherwise provided herein, in the event that legal proceedings are commenced by the Owner against the Grantee or by the Grantee against the Owner in connection with this Agreement or the transactions contemplated hereby, the prevailing party shall be entitled to recover all reasonable attorney's fees and expenses.

Section 19. Subordination

This Agreement is and shall remain automatically subject and subordinate to any bona fide mortgage to (or assigned to) an institutional or governmental lender with respect to the Project and, in the event of a foreclosure of any such mortgage, or of the giving of a deed in lieu of foreclosure to any such mortgagee, this Agreement shall become void and shall be of no further force or effect.

Section 20. Rule Against Perpetuities Savings Clause

The term of this Agreement will be ninety years commencing on the date first written above unless sooner terminated pursuant to the provisions hereof. If any provision of this Agreement is construed as violating and applicable "Rule Against Perpetuities" by statute or common law, such provision will be deemed to remain in effect only until the death of the last survivor of the now living descendants of any member of the 116th Congress of the United States, plus twenty-one (21) years thereafter. This Agreement and the Refusal Right herein granted are covenants running with the land and the terms and provisions hereof will be binding upon, inure to the benefits of and be enforceable by the parties hereto and their respective successors and assigns.

Section 21. Third Party Beneficiary; Virginia Housing Rights and Powers

The Virginia Housing Development Authority (“Virginia Housing”) shall be a third party beneficiary to this Agreement, and the benefits of all of the covenants and restrictions hereof shall inure to the benefit of Virginia Housing, including the right, in addition to all other remedies provided by law or in equity, to apply to any court of competent jurisdiction within the Commonwealth of Virginia to enforce specific performance by the parties or to obtain an injunction against any violations hereof, or to obtain such other relief as may be appropriate. The Authority and its agents shall have those rights and powers with respect to the Project as set forth in the Act and the Virginia Housing Rules and Regulations promulgated thereunder, including without limitation, those rights and powers set forth in Chapter 1.2 of Title 365 of the Code of Virginia (1950), as amended, and 13VAC10-180-10 et seq., as amended.

[\[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK\]](#)

IN WITNESS WHEREOF, the parties hereto have executed this Right of First Refusal Agreement as of the date first stated above.

OWNER:


AHC GOODWILL 4 LLC

~~[OWNER ENTITY]~~, a ~~[Virginia]~~ limited liability company

By: ~~[Managing Member Entity]~~, AHC Goodwill 4 JV LLC

a ~~[Virginia]~~ limited liability
company, its managing member

By: AHC 33-4 JV Member LLC
a Virginia limited liability
company, its member

By: AHC Inc.
a Virginia nonstock corporation,
its sole member to me
 By: _____

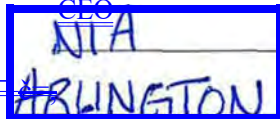
~~COMMONWEALTH OF VIRGINIA~~

Name: Paul Bernard

Title: President and

CEO

STATE OF _____



CITY/COUNTY OF _____

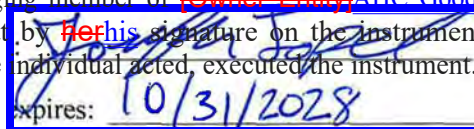
CITY/COUNTY OF _____

On ____, 20__, before

Notary Public

One 2nd day before me, the undersigned, a notary public in and for said state, personally appeared ~~[_____]~~ Paul Bernard, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that ~~she~~ he executed the same in ~~her~~ his capacity as ~~[_____]~~ President and CEO of AHC Inc., a Virginia nonstock corporation, the managing sole member of ~~the [Managing Entity]~~ AHC 33-4 JV Member LLC, a Virginia limited liability company, which is a member of AHC Goodwill 4 JV LLC, a Virginia limited liability company, which is the managing member of ~~[Owner Entity]~~ AHC Goodwill 4 LLC, a Virginia limited liability company, and that by ~~her~~ his signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

KH-119662.2



Notary Public:

Commission **Expires:**

Registration No.: _____

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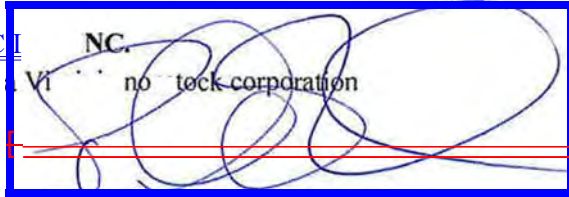
Right of First Refusal
Agreement [Project
name] Apartments
Signature Page 1 of
4

GRANTEE:

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Vi no stock corporation



], a Virginia non-stock nonprofit corporation

By: Name: Paul Bernard Title: President and CEO

COMMONWEALTH OF VIRGINIA

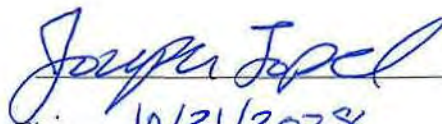
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~~Right of First Refusal
Agreement [Project
name] Apartments
Signature Page 2 of
4~~

Right of First Refusal
Agreement Goodwill-4
Apartments Signature Page 4 of

The undersigned hereby consents to the foregoing Right of First Refusal Agreement as of the date first set forth hereinabove.

MANAGING MEMBER:

[MANAGING MEMBER ENTITY],

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AHC GOODWILL 4 JV LLC

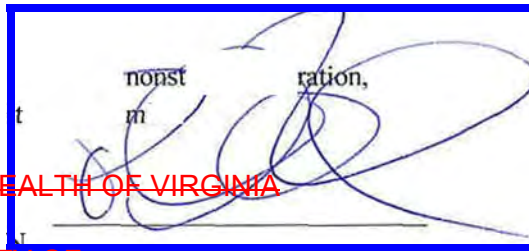
a Virginia limited liability company

By:

AHC 33-4 JV Member LLC

a Virginia limited liability company, its
managing member

By:



COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF _____

AHC Inc.

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By: ame: Paul 8emard Title: President and CEO

STATE OF VIRGINIA
CITY/COUNTY OF ARLINGTON

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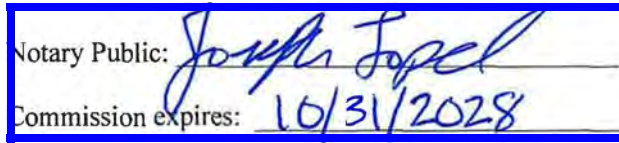
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Right of First Refusal
Agreement Goodwill-4
Apartments Signature Page 5 of



Notary Public: _____

Commission Expires: _____



Registration No.: _____

Right of First Refusal
Agreement [Project name]
Apartments Signature Page 3 of
4

Right of First Refusal
Agreement Goodwill-4
Apartments Signature Page 6 of

The undersigned hereby consents to the foregoing Right of First Refusal Agreement as of the date first set forth hereinabove.

INVESTOR MEMBER:

~~[(INVESTOR ENTITY)] a~~

~~Virginia nonstock corporation
AHC
a Virginia nonstock corporation
limited liability company~~

By: _____ Name:
Paul T. _____ iiard

By: _____
Title: President and CEO

STATE OF 1//At>>UL L

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n, 2 before me, the undersigned, a notary public in and for said state, personally appeared Paul Be

Joseph Topel
Expires: 10/31/2028

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REG. #7991780

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Right of First Refusal
Agreement Goodwill-4

Commission expires: Apartments Signature Page 7 of

Registration No.:



EXHIBIT A

LEGAL DESCRIPTION

[insert legal]

ALL OF THE FOLLOWING parcel of land situate, lying and being in the County of Arlington, Commonwealth of Virginia, and being more particularly described as follows:

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Being the same property conveyed to Davis Memorial Goodwill Industries, Inc., a District of Columbia corporation, by Deed from Stephen P. Caruthers, Trustee, Lynn E. Caruthers, Trustee and Donald John Creasy, Trustee dated May 25, 1999, recorded June 2, 1999, among the land records of Arlington County, Virginia in Deed Book 2986, Page 2162.

TOGETHER WITH that non-exclusive ingress and egress easement as more fully described in the Reciprocal Easement Agreement by and among Stephen Caruthers, Lynn E. Caruthers and Donald J. Creasy, Trustees, and Davis Memorial Goodwill Industries, dated July 26, 1999, and recorded September 14, 1999, in Deed Book 3012, Page 1034 among the land records of Arlington, County, Virginia.

Informational Note:

RPC# 23-001-034 Parcel J, Caruthers' and Creasy's Addition to Glebe Manors – 10 S. Glebe Road, Arlington, Virginia

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Document 1 ID	file:///C:/Users/dmcdaniel/OneDrive - Klein Hornig LLP/Desktop/2024 VH Form Tab V-1 Right of First Refusal Agreement _do not edit_ save to new doc first_(1119662.2).docx
Description	2024 VH Form Tab V-1 Right of First Refusal Agreement _do not edit_ save to new doc first_(1119662.2)
Document 2 ID	file:///C:/Users/dmcdaniel/OneDrive - Klein Hornig LLP/Desktop/AHC-GW4 Equity Right of First Refusal Agreement(1151436.5).pdf
Description	AHC-GW4 Equity Right of First Refusal Agreement(1151436.5)
Rendering set	Standard

Legend:	
<u>Insertion</u>	
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Style change	
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Statistics:	
	Count
Insertions	151
Deletions	78
Moved from	4
Moved to	4

Style changes	0
Format changes	0
Total changes	237

Tab W:

Internet Safety Plan and Resident Information Form (if
internet amenities selected)

Goodwill-4

Internet Security Plan

The internet service at Goodwill-4 will provide free residential Wi-Fi. The network router will be in a secure area where 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. We will ask tenants to sign an Acknowledgement and Responsibilities statement to ensure that they are educated in the internet safety and security guidelines.

Goodwill-4

Resident Internet Service – Acknowledgement of Responsibilities

By signing below, I acknowledge that I have thoroughly reviewed the Internet Security Plan and understand the general rules of operation prior to use. I understand my responsibility as a user of the Internet and I agree to abide by the following Rules of Operation at all times.

Rules of Operation

- Computer usage for the purpose of illegal activity is absolutely NOT permitted and will be reported to authorities.
- Do not access pornographic or illicit sites via the internet.
- No smoking in the community room or business center.
- No profanity will be tolerated on-line or in-person.
- No rough-housing in the community room or business center.
- Surf at your own risk.

If there is any question regarding my or my child's behavior while using the community internet (including but not limited to, rough-housing, misuse of equipment, etc.), I or my child may be suspended from using the Internet service.

By: _____
Name (Print):

Date



Internet Safety

Playing it safe while playing online



Hi there kids! I am Charlie Cardinal and this is Speedy the Crime Fighting Hamster. We are here to introduce you to the basics of Internet Safety and some of the villains you need to watch out for. There are some bad characters out there, so you have to protect yourself. Your parents won't always be there to watch out for you, so stay sharp, learn all you can, and stay safe!



Privacy & Personal Information



Privacy is being able to keep things secret or hidden from others.

Personal Information is information about you or your family such as your address, a social security number, your parent's bank account, or how much money they have.

Criminals love to get people's personal information because they can pretend to be you, or use your money to buy things.

They can also make money off of your information by selling it to others. Companies or other criminals will use your info to send you junk mail or spam emails.

Criminals learning your address can be very bad. They may break in and steal from you. Protect your safety and your belongings, by keeping your information a secret.

These bad people may even use your personal information to trick someone else in your circle of friends and family. People sometimes tell criminals things that they shouldn't if they think that they are communicating with someone they know.



Think before you click



Do you know who sent that email?



Passwords

One of the most important things you need to learn is how to create strong passwords. A password is a code you type in to let the computer know it is really you.

Having an easy to guess password could allow someone to snoop around in your private information.

The way to make your password strong is to never use your name or your birthday. Use something hard to guess, but easy for you to remember. Make your password at least 8 characters long, and mixing numbers, symbols, and upper and lower case letters makes the password strong just like Speedy. Avoid using the same password over and over. That way if they do figure out your password, they only gain access to one account. And never leave your passwords written down where someone can find it.



A great tool online that creates kid friendly passwords is the website, www.dinopass.com

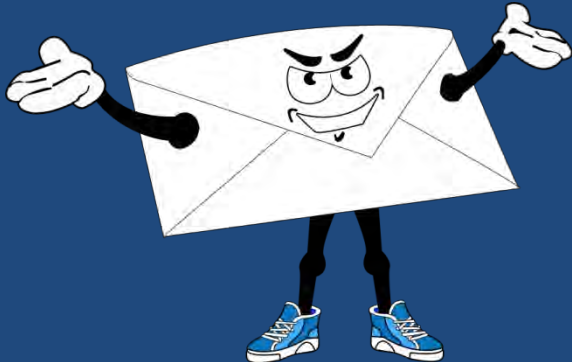
Spam



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/>



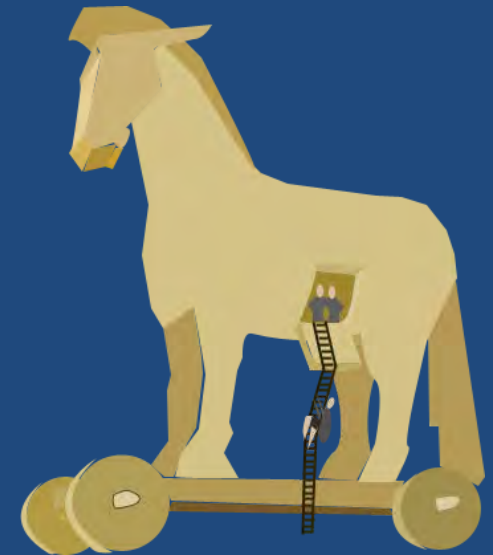
Trojan Horse

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-what-is.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/2010/08/13/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](http://www.law.com/definition/defamation)

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](http://www.law.com/definition/slander)

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](http://www.law.com/definition/libel)



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

Goodwill-4

Marketing Plan for units that conform to Section 504 of the Rehabilitation Act

This marketing plan is intended to address the guidelines set forth in Section III(C)(4)(a-i and a-ii) of the Virginia Housing Development Authority's LIHTC Application for Reservation and is designed to ensure that certain units at Goodwill-4 (the "Property") are actively marketed to people with disabilities.

Paradigm Management L.P. ("Paradigm") will manage the Property and will be responsible for all traditional property management functions, including leasing, rent collection, maintenance, record keeping, reporting, development of budgets, monitoring resident income qualifications, and implementing the Marketing Plan.

I. AFFIRMATIVE MARKETING

Goodwill-4 is pledged to the letter and the spirit of the U.S. policy of the achievement of equal housing opportunity throughout the Nation and will actively promote fair housing in the development and marketing of this community. It (including its officers, directors, and employees) will not discriminate on the basis of race, creed, color, sex, religion, familial status, age, disability or sexual orientation in its programs or housing. They will also comply with all provisions of the Fair Housing Act (42 U.S.C. 3600, et. Seq.).

Any employee who has discriminated in the acceptance of a resident will be subject to immediate dismissal. All persons who contact the office will be treated impartially and equally with the only qualification necessary for application acceptance being income and credit, and conformity with the requirements of the Tax Credit program. All interested parties will be provided a copy of the apartment brochure or alternate marketing materials. Any resident who has questions not answered by the leasing staff will be referred to the Regional Property Manager assigned by Paradigm.

1. Section 504 Accessible Units

There will minimum of ten percent (10%) units that are designated as "Section 504 Accessible Units" which will conform to HUD regulations interpreting the accessibility requirements of Section 504 of the Rehabilitation Act. These Accessible Units will actively be marketed to persons with disabilities as defined in the Fair Housing Act and will be held vacant for at least sixty (60) days. During this period, all ongoing marketing efforts will be documented by Paradigm. If a qualified household including a person with a disability is not located within this sixty (60) day timeframe, Paradigm will submit evidence of the marketing to VHDA's Program Compliance Officer and request approval to rent the unit to any income qualified household. Should this request be approved, any lease governing the rental of the Accessible Unit will contain a provision that in the event that a qualified household including a person with a disability applies for the unit, the household occupying the Accessible Unit must move to a vacant unit. Such move will be paid for by the owner.

2. Preference Units (if applicable)

In addition, unless prohibited by an applicable federal subsidy program the Property will provide first leasing preferences for members of targeted populations or persons with a developmental disability. The targeted populations will be identified in an executed MOU and referred by a Virginia Housing-approved referring agency, such as a Community Service Board. The leasing preference shall be applied to not more than ten percent (10%) of the units at any given time. The Property will not establish tenant selection criteria or leasing provision for these individuals that are more restrictive than its standard criteria and provision, the eligibility criteria for the state rental assistance or that are set forth in the MOU.

II. MARKETING AND OUTREACH

Locating people with disabilities to occupy the aforementioned units will be accomplished as follows:

1. Networking

Paradigm will contact additional local centers for independent living and disability services boards and other service organizations via phone and printed communication. The contacts may include, but not be limited to, the following organizations:

- ENDependence Center of Northern Virginia, Inc. (ECNV)
1550 Crystal Drive, Suite 810
Arlington, VA 22202
(703) 525-3268
- Office of Human Rights
2100 Clarendon Blvd, Suite 318
Arlington, VA 22201
(703) 228-3929
- Aging and Disability Services - Department of Human Services
2100 Washington Blvd, 4th Floor
Arlington, VA 22204
(703) 228-1700
- Pathway Homes
10201 Fairfax Blvd., Suite 200
Fairfax, VA 22030
(703) 876-0390
- Community Residences, Inc. (CRi) Headquarters
14160 Newbrook Drive
Chantilly, VA 20151
(703) 842-2300

- PRS - Administration
10455 White Granite Drive, Suite 400
Oakton, VA 22124
(703) 536-9000
- The Property Manager will obtain tenant referrals from the Virginia Department of Medical Assistance Services (DMAS) or Virginia Department of Behavioral Health and Developmental Services (DBHDS).

2. Internet Advertising

Paradigm utilizes many online internet sources such as virginiahousingsearch.com, paid search, ApartmentGuide.com, Apartments.com, Rent.com, Craigslist.com, and many others. Using lead management software, which helps track apartment leads as they move through the leasing process, Paradigm has found these sources to be very effective in driving directing qualified traffic than other online sources and print publications.

3. Print Media

As most residents utilize the internet for their apartment searches, Print media sources will also be identified that cater to people with disabilities as well as the public at large, but will only be utilized as necessary. These sources may include, but are not limited to rental magazines, local newspapers, etc. All advertising materials related to the project will contain the Equal Housing Opportunity logotype, slogan or statement, in compliance with the Fair Housing Act, as well as the fact that units for people with disabilities are available.

5. Resident Referrals

An effective Resident Referral program will be set up, in which current residents are rewarded for referring friends, coworkers, and others who may have disabilities to the property. These referrals are generally the best form of advertising as it attracts friends who will want to reside together, thus binding the community.

Complete resident satisfaction is a priority to the Paradigm team. Resident referrals and word of mouth are always a valuable source of leases; therefore, from day one, we will promote services to benefit all our residents.

6. Marketing Materials

Additional marketing materials are needed in order to further support the specific marketing effort to people with disabilities. All printed marketing materials will include the EHO logo. The marketing will also emphasize the physical and administrative compliance with the Americans with Disabilities Act.

III. PUBLIC AND COMMUNITY RELATIONS

Equal Housing Opportunity promotions - all Site Signage containing the EHO logo and Fair Housing posters are displayed in the Rental Office. Also posted in the Rental Office are instructions to anyone who feels they have been discriminated against to contact the Property Manager at Paradigm directly. Paradigm encourages and supports an affirmative marketing program in which there are no barriers to obtaining housing because of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, physical or mental handicap, political affiliation, source of income, or place of residence or business.

Additionally, a community outreach program will be instituted to create a strong relationship between management and local disability organizations, neighborhood civic organizations, churches and synagogues, city officials, and other sources of potential qualified residents still to be identified.

IV. TENANT SELECTION AND ORIENTATION

The first contact with the management operations is an important one in attracting qualified residents; therefore, the management/leasing offices should convey a sense of professionalism, efficiency, and cleanliness. The management/leasing office will be designed to provide a professional leasing atmosphere, with space set aside specifically for resident interviews and application assistance. The leasing interviews will be used to emphasize the respect afforded to the resident and the responsibilities which the resident will be expected to assume.

Times of Operation - the Rental Office will be open Monday through Friday from 9:00 A.M. to 5:00 P.M. Applicants will be processed on site in accordance with approved criteria. After hours inquiries will be received by the answering services which will take messages and forward them to the Management Office to handle on the next business day. Move-in process and orientation to property - applicants meet with the Property Manager or designated staff to discuss everything that is available on the property and will be supplied relevant information to assist them in their move.

As all apartments at Goodwill-4 are income restricted either under the Low-Income Housing Tax Credit Program (LIHTC), additional documentation of all income and assets will be required to ensure households meet the strict qualification requirements.

A third-party credit scoring provider, SafeRent Solutions, is used to review applicants by means of a credit scoring model to determine an applicant's ability to meet his/her rental obligations. Credit scoring utilizes a statistical model for comparing information on bill paying history, the number and type of credit accounts, late payments, outstanding debt, rental history and the age of accounts, to the performance of consumers with similar profiles. The scoring system awards points for each factor that helps predict applicant's creditworthiness and the likelihood of the applicant to make payments when due. This scoring system is specific to the multifamily housing industry and is not a credit score. SafeRent makes a recommendation of accept or decline based on the results.

In addition, Paradigm undertakes a criminal background check for all adult residents in our communities. The criminal background check is performed in a manner designed to eliminate individual discretion (and related fair housing issues) from that process. The enforceability of the criminal background policy is subject to state and local tenant-landlord laws.

Tab Y:

Inducement Resolution for Tax Exempt Bonds

Section is not relevant for this application

Tab Z:

Documentation of team member's Diversity, Equity and
Inclusion Designation

This section is not relevant for this application.

Tab AA:

Priority Letter from Rural Development

This section is not relevant for this application.

Tab AB:

Social Disadvantage Certification

This section is not relevant for this application.