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

TABLE OF CONTENTS

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

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

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 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 type="checkbox"/> | |
| <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) |
| <input type="checkbox"/> | 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 checked="" 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 checked="" 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-C-60**

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date: **3/13/2024**

1. Development Name: **Residences at Government Center 2 - SE9**

2. Address (line 1): **12020 Government Center Parkway**
 Address (line 2):
 City: **Fairfax** State: **VA** Zip: **22035**

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 **Fairfax 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: **4917.03**

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:	11
Planning District:	8
State Senate District:	37
State House District:	37

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

Residences at Government Center 2 SE9 is a 66 unit multi-family development in Fairfax, Virginia. The SE9 phase is a portion of a larger 9/4 twinned development. The building contains a mix of 1, 2, and 3 bedroom units for families earning between 30% and 60% AMI.

VHDA TRACKING NUMBER

2024-C-60

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date:

3/13/2024

15. Local Needs and Support

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

Chief Executive Officer's Name: Mr. Bryan Hill
 Chief Executive Officer's Title: County Executive Phone: 703-324-2531
 Street Address: 12000 Government Center Parkway
 City: Fairfax State: VA Zip: 22035

Name and title of local official you have discussed this project with who could answer questions for the local CEO: Mr. Thomas Fleetwood, Director, Fairfax County DHCD

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

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

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

B. RESERVATION REQUEST INFORMATION

1. Requesting Credits From:

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

or

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

For Tax Exempt Bonds, where are bonds being issued?

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

2. Type(s) of Allocation/Allocation Year Carryforward Allocation

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: Residences at Government Center 2 - SW4

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? 66

Total Units within 4% Tax Exempt allocation Request? 69

Total Units: 135

% of units in 4% Tax Exempt Allocation Request: 51.11%

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: RGC2 Southeast 9 Owner LLC

Developer Name: RGC2 Southeast 9 Developer LLC

Contact: M/M ▶ Mr. First: Nicholas MI: C Last: Bracco

Address: 401 Wilshire Blvd., 11th Floor

City: Santa Monica St. ▶ CA Zip: 90401

Phone: (703) 554-5772 Ext. Fax:

Email address: nbracco@lincolnavenue.com

Federal I.D. No. (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.
Russell Condas, rcondas@lincolnavenue.com, 424-222-8396

- 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..... 12/1/2025 .

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: Fairfax County Redevelopment and Housing Authority

Address: 3700 Pender Drive

City: Fairfax St.: VA Zip: 22030

Contact Person: Mr. Thomas Fleetwood Phone: (703) 246-5150

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

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

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

<u>Names</u>	<u>Phone</u>	<u>Type Ownership</u>	<u>% Ownership</u>
			0.00%
			0.00%
			0.00%
			0.00%
			0.00%
			0.00%
			0.00%

E. DEVELOPMENT TEAM INFORMATION

Complete the following as applicable to your development team.

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

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

1. Tax Attorney:	Erik Hoffman	This is a Related Entity.	FALSE
Firm Name:	Klein Hornig	DEI Designation?	FALSE
Address:	1325 G Street NW, Suite 770, Washington D.C. 20005		
Email:	ehoffman@kleinhornig.com	Phone:	(202) 926-3404
2. Tax Accountant:	Chadd Weisert	This is a Related Entity.	FALSE
Firm Name:	Tidwell Group	DEI Designation?	FALSE
Address:	4249 Easton Way, Suite 210, Columbus, OH 43219		
Email:	chadd.weisert@tidwellgroup.com	Phone:	(614) 472-8566
3. Consultant:	Ryne Johnson	This is a Related Entity.	FALSE
Firm Name:	Astoria	DEI Designation?	FALSE
Address:	3450 Lady Marian Ct., Midlothian, VA 23113	Role:	Consultant
Email:	rynejohnson@astoriallc.com	Phone:	(804) 339-7205
4. Management Entity:	Laurie Arehart	This is a Related Entity.	FALSE
Firm Name:	The Franklin Johnston Group	DEI Designation?	FALSE
Address:	2900 S. Quincy St. Suite 150, Arlington, VA 22206		
Email:	larehart@tfjgroup.com	Phone:	571-297-2225
5. Contractor:	Steve Rubin	This is a Related Entity.	FALSE
Firm Name:	Harkins Builders	DEI Designation?	FALSE
Address:	10490 Little Patuxent Parkway, Suite 400, Columbia, MD 21044		
Email:	srubin@harkinsbuilders.com	Phone:	(410) 750-2600
6. Architect:	Ben Kasdan	This is a Related Entity.	FALSE
Firm Name:	KTGY	DEI Designation?	FALSE
Address:	8609 Westwood Center Drive, Suite 600, Tysons, VA 22182		
Email:	bkasdan@ktgy.com	Phone:	(703) 992-6116
7. Real Estate Attorney:	Erik Hoffman	This is a Related Entity.	FALSE
Firm Name:	Klein Hornig	DEI Designation?	FALSE
Address:	1325 G Street NW, Suite 770, Washington D.C. 20005		
Email:	ehoffman@kleinhornig.com	Phone:	(202) 926-3404
8. Mortgage Banker:		This is a Related Entity.	FALSE
Firm Name:		DEI Designation?	FALSE
Address:			
Email:		Phone:	
9. Other:	Shay Onorio	This is a Related Entity.	FALSE
Firm Name:	Red Thinking	DEI Designation?	TRUE
Address:	43300 Southern Walk Plaza #679, Broadland:	Role:	Community Outreach/Comr
Email:	shay@redthinkingllc.com	Phone:	(844) 821-9227

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:

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

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

A. Nonprofit Involvement (All Applicants)

There is nonprofit involvement in this development..... 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: Fairview Housing Partners Ltd.

Contact Person: Thom Amdur, Executive Director

Street Address: 680 Fifth Avenue, 17th Floor

City: New York State: NY Zip: 10019

Phone: (914) 241-5885 Contact Email: tamdur@fairviewhousingpartners.org

G. NONPROFIT INVOLVEMENT

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

Specify the nonprofit entity's percentage ownership of the general partnership interest: 10.0%

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: Fairview Housing Partners Ltd.

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 Me

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

H. STRUCTURE AND UNITS INFORMATION

1. General Information

a. Total number of all units in development	66	bedrooms	138
Total number of rental units in development	66	bedrooms	138
Number of low-income rental units	66	bedrooms	138
Percentage of rental units designated low-income	100.00%		
b. Number of new units:.....	66	bedrooms	138
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.....		122,850.00	(Sq. ft.)
e. Unheated Floor Area (i.e. Breezeways, Balconies, Storage).....		36,016.00	(Sq. ft.)
f. Nonresidential Commercial Floor Area (Not eligible for funding).....		0.00	
g. Total Usable Residential Heated Area.....		86,834.00	(Sq. ft.)
h. Percentage of Net Rentable Square Feet Deemed To Be New Rental Space		100.00%	
i. Exact area of site in acres	1.296		
j. Locality has approved a final site plan or plan of development.....		TRUE	
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

If true, # of Elevators.	2
Elevator Type (if known)	

H. STRUCTURE AND UNITS INFORMATION

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

4. Site Amenities (indicate all proposed)

a. Business Center.....	TRUE	f. Limited Access.....	TRUE
b. Covered Parking.....	TRUE	g. Playground.....	TRUE
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: Community Room, Business Center, Resident Lounge

m. Number of Proposed Parking Spaces 72
 Parking is shared with another entity FALSE

n. Development located within 1/2 mile of an existing commuter rail, light rail or subway station or 1/4 mile from existing public bus stop. TRUE
 If True, Provide required documentation (TAB K2).

5. Plans and Specifications

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

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

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

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

J. ENHANCEMENTS

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

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

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

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

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

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

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

- | | |
|--------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| TRUE | a. A community/meeting room with a minimum of 749 square feet is provided with free WIFI access restricted to residents only. |
| 44.38% | b1. Percentage of brick covering the exterior walls. |
| 55.62% | 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). |
| TRUE | 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 | <i>(both access point categories have a minimum upload/download speed per manual.)</i> |
| TRUE | h. Each unit is provided free individual WiFi access. |
| FALSE | i. Full bath fans are wired to primary light with delayed timer or has continuous exhaust by ERV/DOAS. |
| or | |
| TRUE | j. Full bath fans are equipped with a humidistat. |
| TRUE | k. Cooking surfaces are equipped with fire prevention features as defined in the manual |
| or | |
| FALSE | l. Cooking surfaces are equipped with fire suppression features as defined in the manual |
| FALSE | m. Rehab only: Each unit has dedicated space, drain and electrical hook-ups to accept a permanently installed dehumidification system. |
| or | |
| 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. |
| 20% | 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 . |
| TRUE | 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. |

J. ENHANCEMENTS

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

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

2. Green Certification

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

The applicant will also obtain one of the following:

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

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

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

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

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

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

- TRUE a. Architect of record certifies that units will be constructed to meet Virginia Housing's Universal Design Standards.
- 66 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? | <u>FALSE</u> | Heat? | <u>FALSE</u> |
| Hot Water? | <u>FALSE</u> | AC? | <u>FALSE</u> |
| Lighting/ Electric? | <u>FALSE</u> | Sewer? | <u>FALSE</u> |
| Cooking? | <u>FALSE</u> | Trash Removal? | <u>TRUE</u> |

Utilities	Enter Allowances by Bedroom Size				
	0-BR	1-BR	2-BR	3-BR	4-BR
Heating	0	17	20	23	0
Air Conditioning	0	8	10	12	0
Cooking	0	6	7	9	0
Lighting	0	25	30	35	0
Hot Water	0	14	17	20	0
Water	0	17	22	27	0
Sewer	0	38	49	61	0
Trash	0	0	0	0	0
Total utility allowance for costs paid by tenant	\$0	\$125	\$156	\$187	\$0

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

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

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?

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

K. SPECIAL HOUSING NEEDS

b. The development has existing tenants and a relocation plan has been developed..... **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: **Fairfax County RHA**

Contact person: **Amy Ginger**

Title: **Deputy Director, Operations**

Phone Number: **(703) 246-5134**

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

b. Leasing preference will be given to individuals and families with children..... **TRUE**

(Less than or equal to 20% of the units must have of 1 or less bedrooms).

c. Specify the number of low-income units that will serve individuals and families with children by providing three or more bedrooms: **16**

% of total Low Income Units **24%**

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](https://www.virginiahousing.com)

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

4. Target Population Leasing Preference

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

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

K. SPECIAL HOUSING NEEDS

First Name: Lauri

Last Name: Arehart

Phone Number: (517) 297-2225

Email: larehart@tfjgroup.com

K. SPECIAL HOUSING NEEDS

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

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

- FALSE a. Development has entered into a memorandum of understanding (approved by DBHDS) with a resident service provider for the provision of resident services.
- TRUE 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

- 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
- TRUE Section 8 Project Based Assistance
- FALSE RD 515 Rental Assistance
- TRUE Section 8 Vouchers
*Administering Organization: Fairfax County RHA
- FALSE State Assistance
*Administering Organization: _____
- FALSE Other: _____

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

TRUE

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

7

d. Number of units receiving assistance:

7

How many years in rental assistance contract?

15.00

Expiration date of contract:

8/1/2041

There is an Option to Renew.....

TRUE

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

K. SPECIAL HOUSING NEEDS

7. Public Housing Revitalization

Is this development replacing or revitalizing Public Housing Units?
If so, how many existing Public Housing units?

FALSE
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
14	21.21%	30% Area Median
0	0.00%	40% Area Median
19	28.79%	50% Area Median
33	50.00%	60% Area Median
0	0.00%	70% Area Median
0	0.00%	80% Area Median
0	0.00%	Market Units
66	100.00%	Total

Rent Levels		
# of Units	% of Units	
0	0.00%	20% Area Median
14	21.21%	30% Area Median
0	0.00%	40% Area Median
19	28.79%	50% Area Median
33	50.00%	60% Area Median
0	0.00%	70% Area Median
0	0.00%	80% Area Median
0	0.00%	Market Units
66	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 TRUE 50% levels TRUE

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

2. Unit Mix Grid

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

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

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

	Unit Type (Select One)	Rent Target (Select One)	Number of Units	# of Units 504 compliant	Net Rentable Square Feet	Monthly Rent Per Unit	Total Monthly Rent
Mix 1	1 BR - 1 Bath	30% AMI	1		695.00	\$722.00	\$722
Mix 2	1 BR - 1 Bath	30% AMI	1	1	694.00	\$722.00	\$722
Mix 3	1 BR - 1 Bath	50% AMI	2	2	694.00	\$1,288.00	\$2,576
Mix 4	1 BR - 1 Bath	50% AMI	1		820.00	\$1,288.00	\$1,288
Mix 5	1 BR - 1 Bath	60% AMI	3		820.00	\$1,570.00	\$4,710
Mix 6	2 BR - 2 Bath	30% AMI	3		976.00	\$861.00	\$2,583
Mix 7	2 BR - 2 Bath	50% AMI	9		1074.00	\$1,540.00	\$13,860
Mix 8	2 BR - 2 Bath	50% AMI	5		976.00	\$1,540.00	\$7,700
Mix 9	2 BR - 2 Bath	60% AMI	17		1074.00	\$1,879.00	\$31,943

L. UNIT DETAILS

Mix 10	2 BR - 2 Bath	60% AMI	3	3	1074.00	\$1,879.00	\$5,637
Mix 11	3 BR - 2 Bath	30% AMI	2		1343.00	\$988.00	\$1,976
Mix 12	3 BR - 2 Bath	50% AMI	2		1343.00	\$1,772.00	\$3,544
Mix 13	3 BR - 2 Bath	60% AMI	1		1402.00	\$2,164.00	\$2,164
Mix 14	3 BR - 2 Bath	60% AMI	5		1391.00	\$2,164.00	\$10,820
Mix 15	3 BR - 2 Bath	60% AMI	1		1343.00	\$2,164.00	\$2,164
Mix 16	3 BR - 2 Bath	60% AMI	3	3	1402.00	\$2,164.00	\$6,492
Mix 17	1 BR - 1 Bath	30% AMI	2	2	694.00	\$1,678.00	\$3,356
Mix 18	2 BR - 2 Bath	30% AMI	2		976.00	\$1,889.00	\$3,778
Mix 19	2 BR - 2 Bath	30% AMI	1	1	1074.00	\$1,889.00	\$1,889
Mix 20	3 BR - 2 Bath	30% AMI	2	2	1402.00	\$2,357.00	\$4,714
Mix 21							\$0
Mix 22							\$0
Mix 23							\$0
Mix 24							\$0
Mix 25							\$0
Mix 26							\$0
Mix 27							\$0
Mix 28							\$0
Mix 29							\$0
Mix 30							\$0
Mix 31							\$0
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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
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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			66	14				\$112,638

Total Units	66	Net Rentable SF:	TC Units	71,507.00
			MKT Units	0.00
			Total NR SF:	71,507.00

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

M. OPERATING EXPENSES

Administrative:

Use Whole Numbers Only!

1. Advertising/Marketing			\$2,500
2. Office Salaries			\$75,000
3. Office Supplies			\$2,500
4. Office/Model Apartment	(type		\$0
5. Management Fee			\$54,386
<u>4.00%</u> of EGI	<u>\$824.03</u>	Per Unit	
6. Manager Salaries			\$0
7. Staff Unit (s)	(type		\$0
8. Legal			\$0
9. Auditing			\$10,000
10. Bookkeeping/Accounting Fees			\$0
11. Telephone & Answering Service			\$15,000
12. Tax Credit Monitoring Fee			\$0
13. Miscellaneous Administrative			\$12,360
Total Administrative			\$171,746

Utilities

14. Fuel Oil			\$0
15. Electricity			\$8,500
16. Water			\$20,000
17. Gas			\$0
18. Sewer			\$22,900
Total Utility			\$51,400

Operating:

19. Janitor/Cleaning Payroll			\$0
20. Janitor/Cleaning Supplies			\$0
21. Janitor/Cleaning Contract			\$0
22. Exterminating			\$0
23. Trash Removal			\$13,794
24. Security Payroll/Contract			\$0
25. Grounds Payroll			\$0
26. Grounds Supplies			\$0
27. Grounds Contract			\$10,000
28. Maintenance/Repairs Payroll			\$50,000
29. Repairs/Material			\$21,582
30. Repairs Contract			\$17,818
31. Elevator Maintenance/Contract			\$10,000
32. Heating/Cooling Repairs & Maintenance			\$0
33. Pool Maintenance/Contract/Staff			\$0
34. Snow Removal			\$0
35. Decorating/Payroll/Contract			\$0
36. Decorating Supplies			\$0

M. OPERATING EXPENSES

37. Miscellaneous	\$3,396
Totals Operating & Maintenance	\$126,590

Taxes & Insurance

38. Real Estate Taxes	\$122,100
39. Payroll Taxes	\$0
40. Miscellaneous Taxes/Licenses/Permits	\$0
41. Property & Liability Insurance	\$66,000
\$1,000 per unit	
42. Fidelity Bond	\$0
43. Workman's Compensation	\$0
44. Health Insurance & Employee Benefits	\$0
45. Other Insurance	\$0
Total Taxes & Insurance	\$188,100

Total Operating Expense	\$537,836
--------------------------------	------------------

Total Operating Expenses Per Unit	\$8,149	C. Total Operating Expenses as % of EGI	39.60%
------------------------------------------	---------	------------------------------------------------	--------

Replacement Reserves (Total # Units X \$300 or \$250 New Const./Elderly Minimum)	\$19,800
-----------------------------------------------------------------------------------------	-----------------

Total Expenses	\$557,636
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N. PROJECT SCHEDULE

ACTIVITY	ACTUAL OR ANTICIPATED DATE	NAME OF RESPONSIBLE PERSON
1. SITE		
a. Option/Contract		Nick Bracco
b. Site Acquisition	9/1/2024	Nick Bracco
c. Zoning Approval	2/21/2023	Nick Bracco
d. Site Plan Approval	3/12/2024	Nick Bracco
2. Financing		
a. Construction Loan		
i. Loan Application	5/1/2024	Nick Bracco
ii. Conditional Commitment	7/1/2024	Nick Bracco
iii. Firm Commitment	8/15/2024	Nick Bracco
b. Permanent Loan - First Lien		
i. Loan Application	5/1/2024	Nick Bracco
ii. Conditional Commitment	7/1/2024	Nick Bracco
iii. Firm Commitment	8/15/2024	Nick Bracco
c. Permanent Loan-Second Lien		
i. Loan Application	9/26/2023	Nick Bracco
ii. Conditional Commitment	3/7/2024	
iii. Firm Commitment		
d. Other Loans & Grants		
i. Type & Source, List		
ii. Application		
iii. Award/Commitment		
2. Formation of Owner	3/2/2023	Erik Hoffman
3. IRS Approval of Nonprofit Status	8/4/2022	Erik Hoffman
4. Closing and Transfer of Property to Owner	9/1/2024	Nick Bracco
5. Plans and Specifications, Working Drawings	10/1/2023	Ben Kasdan
6. Building Permit Issued by Local Government	4/15/2024	Ben Kasdan
7. Start Construction	9/1/2024	Nick Bracco
8. Begin Lease-up	6/1/2026	Nick Bracco
9. Complete Construction	8/15/2026	Nick Bracco
10. Complete Lease-Up	10/1/2026	Nick Bracco
11. Credit Placed in Service Date	9/1/2026	Nick Bracco

O. PROJECT BUDGET - HARD COSTS

Cost/Basis/Maximum Allowable Credit

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

Complete cost column and basis column(s) as appropriate

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

<u>Must Use Whole Numbers Only!</u>		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.	18,321,483	0	0	18,321,483
b.	0	0	0	0
c.	0	0	0	0
d.	0	0	0	0
X e.	3,854,256	0	0	3,617,708
	Total Structure	0	0	21,939,191
f.	0	0	0	0
g.	407,480	0	0	224,114
X h.	500,000	0	0	500,000
i.	0	0	0	0
j.	0	0	0	0
k.	0	0	0	0
l.	0	0	0	0
m.	0	0	0	0
n.	0	0	0	0
o.	0	0	0	0
p.	0	0	0	0
q.	0	0	0	0
	Total Land Improvements	0	0	724,114
	Total Structure and Land	0	0	22,663,305
r.	832,736	0	0	832,736
s.	421,662	0	0	421,662
	(1.8% Contract)			
t.	632,494	0	0	632,494
	(2.7% Contract)			
u.	0	0	0	0
v.	0	0	0	0
w.	0	0	0	0
x.	0	0	0	0
y.	0	0	0	0
z.	0	0	0	0
aa.	0	0	0	0
	Contractor Costs	\$0	\$0	\$24,550,197

Construction cost per unit: \$312,361.44

MAXIMUM COMBINED GR, OVERHEAD & PROFIT =

\$3,231,651

ACTUAL COMBINED GR, OVERHEAD & PROFIT =

\$1,886,892

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	237,070	0	0	237,070
b. Architecture/Engineering Design Fee \$5,886 /Unit)	388,465	0	0	388,465
c. Architecture Supervision Fee \$1,482 /Unit)	97,795	0	0	97,795
d. Tap Fees	712,668	0	0	712,668
e. Environmental	6,791	0	0	0
f. Soil Borings	13,583	0	0	13,583
g. Green Building (Earthcraft, LEED, etc.)	34,857	0	0	34,857
h. Appraisal	6,791	0	0	6,791
i. Market Study	6,791	0	0	6,791
j. Site Engineering / Survey	285,237	0	0	285,237
k. Construction/Development Mgt	0	0	0	0
l. Structural/Mechanical Study	0	0	0	0
m. Construction Loan Origination Fee	88,655	0	0	81,600
n. Construction Interest (0.0% for 0 months)	2,648,128	0	0	2,192,735
o. Taxes During Construction	0	0	0	0
p. Insurance During Construction	474,139	0	0	474,139
q. Permanent Loan Fee (0.0%)	88,655			
r. Other Permanent Loan Fees	0			
s. Letter of Credit	0	0	0	0
t. Cost Certification Fee	0	0	0	0
u. Accounting	10,866	0	0	10,866
v. Title and Recording	59,764	0	0	59,764
w. Legal Fees for Closing	210,000	0	0	195,000
x. Mortgage Banker	0	0	0	0
y. Tax Credit Fee	141,000			
z. Tenant Relocation	0			
aa. Fixtures, Furnitures and Equipment	170,531	0	0	170,531
ab. Organization Costs	0			
ac. Operating Reserve	606,443			
ad. Contingency	0			
ae. Security	0	0	0	0
af. Utilities	0	0	0	0
ag. Supportive Service Reserves	0			

O. PROJECT BUDGET - OWNER COSTS

(1) Other* specify:	Developer Legal	95,079	0	0	85,024
(2) Other* specify:	Traffic/Utility/Noise/3rd Pa	206,456	0	0	172,500
(3) Other* specify:	Marketing/Outreach	27,165	0	0	17,165
(4) Other* specify:	Equity Bridge Fees	146,025	0	0	146,061
(5) Other * specify:	Construction Loan Costs	15,000	0	0	15,000
(6) Other* specify:	LIHTC Syndicator Fees	53,000	0	0	0
(7) Other* specify:	Lease Up Reserves	39,510	0	0	0
(8) Other* specify:	County Fees	304,473	0	0	304,473
(9) Other* specify:		0	0	0	0
Owner Costs Subtotal (Sum 2A..2(10))		\$7,174,937	\$0	\$0	\$5,708,115
Subtotal 1 + 2 (Owner + Contractor Costs)		\$32,145,048	\$0	\$0	\$30,258,312
3. Developer's Fees		3,000,000	0	0	3,000,000
4. Owner's Acquisition Costs					
Land		0			
Existing Improvements		0	0		
Subtotal 4:		\$0	\$0		
5. Total Development Costs					
Subtotal 1+2+3+4:		\$35,145,048	\$0	\$0	\$33,258,312

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:

\$3,001,604

Proposed Development's Cost per Sq Foot	\$251	Meets Limits
Applicable Cost Limit by Square Foot:	\$520	
Proposed Development's Cost per Unit	\$466,527	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	35,145,048	0	0	33,258,312

2. Reductions in Eligible Basis

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

3. Total Eligible Basis (1 - 2 above)

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	9,977,494
c. For Green Certification (Eligible Basis x 10%)			0
Total Adjusted Eligible basis		0	43,235,806

5. Applicable Fraction

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

7. Applicable Percentage

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

(Must be same as BIN total and equal to or less than credit amount allowed)	\$0	\$0	\$3,891,223
	\$3,891,223 Combined 30% & 70% P. V. Credit		

Q. SOURCES OF FUNDS

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

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

	Source of Funds	Date of Application	Date of Commitment	Amount of Funds	Name of Contact Person
1.	Construction Loan	05/01/24		\$25,845,000	To be determined
2.					
3.					
Total Construction Funding:				\$25,845,000	

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.	Perm Loan	5/1/2024		\$10,430,000	\$697,392	6.10%	40	18
2.	Fairfax County DHCD Blue	9/26/2023	3/7/2024	\$4,500,000	\$0	2.00%	30	30
3.					\$0			
4.								
5.								
6.								
7.								
8.								
9.								
10.								
Total Permanent Funding:				\$14,930,000	\$697,392			

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.	Below Market Ground Lease	3/11/2024	\$3,136,000
2.	Fairfax County DHCD Blueprint Funds	3/7/2024	\$4,500,000
3.			
4.			
5.			
Total Subsidized Funding			\$7,636,000

5. Recap of Federal, State, and Local Funds

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

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

Below-Market Loans

a.	Tax Exempt Bonds	\$0
b.	RD 515	\$0
c.	Section 221(d)(3)	\$0
d.	Section 312	\$0
e.	Section 236	\$0
f.	Virginia Housing REACH Funds	\$0
g.	HOME Funds	\$0
h.	Choice Neighborhood	\$0
i.	National Housing Trust Fund	\$0
j.	Virginia Housing Trust Fund	\$0
k.	Other:	\$4,500,000
	Fairfax County DHCD Blueprint Funds	
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: **N/A**

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

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

[Empty text box for listing financing and credit enhancements]

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

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

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

c. **FALSE** Other [Empty text box]

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	\$0	x Equity \$	\$0.000	= \$0
c. Equity that Sponsor will Fund:				
i. Cash Investment	\$0			
ii. Contributed Land/Building	\$0			
iii. Deferred Developer Fee	\$1,472,548			(Note: Deferred Developer Fee cannot be negative.)
iv. 45L Credit Equity	\$0			
v. Other: <u>Solar Credits</u>	\$142,500			
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	\$1,615,048			

2. Equity Gap Calculation

a. Total Development Cost	\$35,145,048
b. Total of Permanent Funding, Grants and Equity	- \$16,545,048
c. Equity Gap	\$18,600,000
d. Developer Equity	- \$1,860
e. Equity gap to be funded with low-income tax credit proceeds	\$18,598,140

3. Syndication Information (If Applicable)

a. Actual or Anticipated Name of Syndicator:

Contact Person: Phone:

Street Address:

City: State: Zip:

b. Syndication Equity	
i. Anticipated Annual Credits	\$2,000,000.00
ii. Equity Dollars Per Credit (e.g., \$0.85 per dollar of credit)	\$0.930
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	\$1,999,800
vi. Total to be paid by anticipated users of credit (e.g., limited partners)	\$18,598,140

c. Syndication: Private

d. Investors: Corporate

4. Net Syndication Amount	\$18,598,140
Which will be used to pay for Total Development Costs	

5. Net Equity Factor	93.0000000000%
Must be equal to or greater than 85%	

S. DETERMINATION OF RESERVATION AMOUNT NEEDED

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

1. Total Development Costs		<u>\$35,145,048</u>
2. Less Total of Permanent Funding, Grants and Equity	-	<u>\$16,545,048</u>
3. Equals Equity Gap		<u>\$18,600,000</u>
4. Divided by Net Equity Factor (Percent of 10-year credit expected to be raised as equity investment)		<u>93.0000000000%</u>
5. Equals Ten-Year Credit Amount Needed to Fund Gap		<u>\$20,000,000</u>
Divided by ten years		<u>10</u>
6. Equals Annual Tax Credit Required to Fund the Equity Gap		<u>\$2,000,000</u>
7. Maximum Allowable Credit Amount (from Eligible Basis Calculation)		<u>\$3,891,223</u>
8. Requested Credit Amount	For 30% PV Credit:	<u>\$0</u>
	For 70% PV Credit:	<u>\$2,000,000</u>
Credit per LI Units	<u>\$30,303.0303</u>	Combined 30% & 70% PV Credit Requested
Credit per LI Bedroom	<u>\$14,492.7536</u>	

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

T. CASH FLOW

1. Revenue

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

Total Monthly Rental Income for LIHTC Units		\$112,638
Plus Other Income Source (list):	Laundry/Pet Fees/Misc.	\$6,500
Equals Total Monthly Income:		\$119,138
Twelve Months		x12
Equals Annual Gross Potential Income		\$1,429,656
Less Vacancy Allowance	5.0%	\$71,483
Equals Annual Effective Gross Income (EGI) - Low Income Units		\$1,358,173

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

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

3. Cash Flow (First Year)

a.	Annual EGI Low-Income Units	\$1,358,173
b.	Annual EGI Market Units	\$0
c.	Total Effective Gross Income	\$1,358,173
d.	Total Expenses	\$557,636
e.	Net Operating Income	\$800,537
f.	Total Annual Debt Service	\$697,392
g.	Cash Flow Available for Distribution	\$103,145

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	1,358,173	1,385,337	1,413,043	1,441,304	1,470,130
Less Oper. Expenses	557,636	574,365	591,596	609,344	627,624
Net Income	800,537	810,972	821,447	831,960	842,506
Less Debt Service	697,392	697,392	697,392	697,392	697,392
Cash Flow	103,145	113,580	124,055	134,568	145,114
Debt Coverage Ratio	1.15	1.16	1.18	1.19	1.21

	Year 6	Year 7	Year 8	Year 9	Year 10
Eff. Gross Income	1,499,533	1,529,524	1,560,114	1,591,316	1,623,143
Less Oper. Expenses	646,453	665,847	685,822	706,397	727,588
Net Income	853,080	863,677	874,292	884,920	895,554
Less Debt Service	697,392	697,392	697,392	697,392	697,392
Cash Flow	155,688	166,285	176,900	187,528	198,162
Debt Coverage Ratio	1.22	1.24	1.25	1.27	1.28

	Year 11	Year 12	Year 13	Year 14	Year 15
Eff. Gross Income	1,655,606	1,688,718	1,722,492	1,756,942	1,792,081
Less Oper. Expenses	749,416	771,899	795,056	818,907	843,474
Net Income	906,189	916,819	927,436	938,035	948,606
Less Debt Service	697,392	697,392	697,392	697,392	697,392
Cash Flow	208,797	219,427	230,044	240,643	251,214
Debt Coverage Ratio	1.30	1.31	1.33	1.35	1.36

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		Please help us with the process: DO NOT use the CUT feature DO NOT SKIP LINES BETWEEN BUILDINGS				30% Present Value Credit for Acquisition				30% Present Value Credit for Rehab / New Construction				70% Present Value Credit							
		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				
		Street Address 1	Street Address 2	City	State	Zip																	
1.		66	0	12020 Government Center Parkway		Fairfax	VA	22035										\$0	\$0	\$43,235,806	09/01/26	9.00%	\$3,891,223
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

66 0 If development has more than 35 buildings, contact Virginia Housing.

Totals from all buildings

\$0

\$0

\$0

\$0

\$43,235,806

\$3,891,223

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: RGC2 Southeast 9 Owner LLC
 By: RGC2 Southeast 9 MM LLC,

By: 
 Its: Russell Condas, Vice President
 (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:	Benjamin Kasdan
Virginia License#:	401018390
Architecture Firm or Company:	KTGY Group, Inc.

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	Y	0 to 10	10.00
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:			25.00

2. HOUSING NEEDS CHARACTERISTICS:

a. Sec 8 or PHA waiting list preference	Y	0 or up to 5	4.47
b. Existing RD, HUD Section 8 or 236 program	N	0 or 20	0.00
c. Subsidized funding commitments	21.73%	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)	Y	0 or 10	10.00
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:			99.47

3. DEVELOPMENT CHARACTERISTICS:

a. Enhancements (See calculations below)			91.75
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	Y20	0, 10 or 20	20.00
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	13.60
j. Historic Structure eligible for Historic Rehab Credits	N	0 or 5	0.00
Total:			230.35

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	Y	0 or 15	15.00
b. <plus> Percent of Low Income units with 3 or more bedrooms	24.24%	Up to 15	15.00
c. Units with rent and income at or below 30% of AMI and are not subsidized (up to 10% of LI units)	10.61%	Up to 10	10.00
d. Units with rents at or below 40% of AMI (up to 10% of LI units)	21.21%	Up to 10	10.00
e. Units in Higher Income Jurisdictions with rent and income at or below 50% of AMI	50.00%	Up to 50	50.00
f. Units in Higher Income Jurisdictions with rents <= 50% rented to tenants with <= 60% of AMI	50.00%	Up to 25	0.00
or g. Units in LI Jurisdictions with rents <= 50% rented to tenants with <= 60% of AMI	50.00%	Up to 50	0.00
Total:			100.00

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	162.00
b. Cost per unit		Up to 100	89.96
Total:			251.96

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	Y	0 or 5	5.00
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:			100.00

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

TOTAL SCORE:

826.78

Enhancements:

All units have:	Max Pts	Score
a. Community Room	5	5.00
b. Exterior walls constructed with brick and other low maintenance materials	40	37.75
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	0.00
j. Baths equipped with humidistat	3	3.00
k. Cooking Surfaces equipped with fire prevention features	4	4.00
l. Cooking surfaces equipped with fire suppression features	2	0.00
m. Rehab only: dedicated space to accept permanent dehumidification system	2	0.00
n. Provides Permanently installed dehumidification system	5	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	10.00
s. New Construction: Balcony or patio	4	4.00
		<u>91.75</u>
All elderly units have:		
t. Front-control ranges	1	0.00
u. Independent/suppl. heat source	1	0.00
v. Two eye viewers	1	0.00
w. Shelf or Ledge at entrance within interior hallway	2	0.00
		<u>0.00</u>
Total amenities:		<u>91.75</u>

X.

Development Summary

Summary Information

2024 Low-Income Housing Tax Credit Application For Reservation

Deal Name: Residences at Government Center 2 - SE9

Cycle Type: 9% Tax Credits	Requested Credit Amount: \$2,000,000
Allocation Type: New Construction	Jurisdiction: Fairfax County
Total Units: 66	Population Target: General
Total LI Units: 66	
Project Gross Sq Ft: 122,850.00	Owner Contact: Nicholas Bracco
Green Certified? TRUE	

Total Score 826.78

Source of Funds	Amount	Per Unit	Per Sq Ft	Annual Debt Service
Permanent Financing	\$14,930,000	\$226,212	\$122	\$697,392
Grants	\$0	\$0		
Subsidized Funding	\$7,636,000	\$115,697		

Uses of Funds - Actual Costs				
Type of Uses	Amount	Per Unit	Sq Ft	% of TDC
Improvements	\$23,083,219	\$349,746	\$188	65.68%
General Req/Overhead/Profit	\$1,886,892	\$28,589	\$15	5.37%
Other Contract Costs	\$0	\$0	\$0	0.00%
Owner Costs	\$7,174,937	\$108,711	\$58	20.42%
Acquisition	\$0	\$0	\$0	0.00%
Developer Fee	\$3,000,000	\$45,455	\$24	8.54%
Total Uses	\$35,145,048	\$532,501		

Total Development Costs	
Total Improvements	\$32,145,048
Land Acquisition	\$0
Developer Fee	\$3,000,000
Total Development Costs	\$35,145,048

Income		
Gross Potential Income - LI Units		\$1,429,656
Gross Potential Income - Mkt Units		\$0
Subtotal		\$1,429,656
Less Vacancy %	5.00%	\$71,483
Effective Gross Income		\$1,358,173

Rental Assistance? TRUE

Expenses		
Category	Total	Per Unit
Administrative	\$171,746	\$2,602
Utilities	\$51,400	\$779
Operating & Maintenance	\$126,590	\$1,918
Taxes & Insurance	\$188,100	\$2,850
Total Operating Expenses	\$537,836	\$8,149
Replacement Reserves	\$19,800	\$300
Total Expenses	\$557,636	\$8,449

Cash Flow	
EGI	\$1,358,173
Total Expenses	\$557,636
Net Income	\$800,537
Debt Service	\$697,392
Debt Coverage Ratio (YR1):	1.15

Proposed Cost Limit/Sq Ft: \$251
Applicable Cost Limit/Sq Ft: \$520
Proposed Cost Limit/Unit: \$466,527
Applicable Cost Limit/Unit: \$550,481

Unit Breakdown	
Supp Hsg	0
# of Eff	0
# of 1BR	10
# of 2BR	40
# of 3BR	16
# of 4+ BR	0
Total Units	66

	Income Levels	Rent Levels
	# of Units	# of Units
<=30% AMI	14	14
40% AMI	0	0
50% AMI	19	19
60% AMI	33	33
>60% AMI	0	0
Market	0	0

Income Averaging? FALSE

Extended Use Restriction? 30

Y. Efficient Use of Resources

Credit Points for 9% Credits:

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

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

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

Combined Max	\$3,891,223
Credit Requested	\$2,000,000
% of Savings	48.60%
Sliding Scale Points	162

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	\$35,145,048		
Total Square Feet	122,850.00		
Proposed Cost per SqFt	\$286.08		
Applicable Cost Limit per Sq Ft	\$520.00		
% of Savings	44.98%		
Total Units	66		
Proposed Cost per Unit	\$532,501		
Applicable Cost Limit per Unit	\$550,481		
% of Savings	3.27%		
Max % of Savings	44.98%	Sliding Scale Points	89.96

Tab A:

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

**OPERATING AGREEMENT
OF
RGC2 SOUTHEAST 9 OWNER LLC**

This Operating Agreement (the “*Agreement*”) of RGC2 Southeast 9 Owner LLC (the “*Company*”), a limited liability company organized pursuant to Chapter 12 of Title 13.1 of the Code of Virginia (the “*Act*”), is entered into by: RGC2 Southeast 9 MM LLC, a Delaware limited liability company, as the managing member of the Company (the “*Member*”).

1. **Purpose and Powers.** The purpose of the Company is to serve as the owner of the development and property commonly known as Residences at Government Center II, located in Fairfax County, Virginia (the “*Project*”), and to undertake any other activity which a limited liability company may lawfully undertake under the Act.

2. **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.

3. **Management.** The Company will be member-managed. Each action of the Company will require the written consent of the Member. The Member will exercise exclusive control over the Company. The Member may appoint officers and agents for the Company and give them such titles and powers as the Member may choose. Any action taken by an officer or agent of the Company in the name of the Company and with such proper authorization of the Member, will be an action of the Company.

4. **Members and Interests.** The Member, its title, interests in the Company (the “*Interests*”), and capital contributions to the Company (the “*Capital Contributions*”) are as follows:

<u>Name</u>	<u>Title</u>	<u>Interest</u>	<u>Capital Contribution</u>
RGC2 Southeast 9 MM LLC	Managing Member	100%	\$100.00

The Member is not obligated to make additional Capital Contributions to the Company.

5. **Allocations and Distributions.** Except for any special allocations required to comply with applicable tax laws, all profits, gains, losses, and credits for tax purposes, net cash flow from normal operations, net proceeds from capital transactions, and all other distributions will be allocated to the Member, pro rata in accordance with its Interests.

6. **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 Member to dissolve.

7. **Fiscal Year.** The fiscal year of the Company will be the calendar year.

8. **No Liability of Member and Others.** The Member and its 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 Member or any officer.

9. **Indemnification.** The Company will indemnify and defend the Member and its agents

and any officers and agents of the Company, from and against all costs, losses, liabilities and damages incurred by or asserted against any such person in connection with the Company's business to the fullest extent provided or allowed by law.

10. **Amendment.** This Agreement may be amended only by written instrument executed by the Member and indicating an express intention to amend this instrument.

11. **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 February 14, 2024.

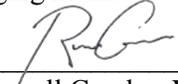
[signature page follows]

[signature page to Operating Agreement of RGC2 Southeast 9 Owner LLC]

MANAGING MEMBER:

RGC2 SOUTHEAST 9 OWNER LLC,
a Virginia limited liability company

By: RGC2 Southeast 9 MM LLC,
a Delaware limited liability company
its managing member

By: 

Russell Condas, Vice President

RECORD OF ACTION IN WRITING OF
THE MANAGERS AND THE MAJORITY MEMBERS OF
RGC2 SOUTHEAST 9 MM LLC

Pursuant to the Operating Agreement of RGC2 Southeast 9 MM LLC dated as of February 14, 2024 (the "**Operating Agreement**"), the undersigned, being the managers and the majority members of RGC2 Southeast 9 MM LLC, a Delaware limited liability company (the "**Company**"), waive any notice that may otherwise be required under the Operating Agreement and hereby take, consent to and approve the following actions, as of March 7, 2024 (the "**Effective Date**"):

WHEREAS, capitalized terms used herein, unless otherwise defined herein, shall have the meaning given to them in the Operating Agreement;

WHEREAS, the Company is the managing member of RGC2 Southeast 9 Owner LLC, a Virginia limited liability company (the "**Applicant**");

WHEREAS, the Applicant desires to apply to the Virginia Housing Development Authority ("**VHDA** ") for certain affordable housing tax credits in connection with the Residences at Government Center II project ("**Tax Credits**");

WHEREAS, certain Managers of the Company may not be available to execute various documents in connection with the Applicant's application to VHDA for Tax Credits, and the undersigned Managers wish to authorize Russell Condas, in his capacity as Vice President of the Company, or any other officer of the Company, to execute documents for the Company on behalf of the Applicant to effect such application; and

NOW, THEREFORE, BE IT RESOLVED, that the Managers, unanimously, hereby authorize Russell Condas, acting alone in his capacity as Vice President of the Company, or any other officer of the Company, to execute for the Company on behalf of the Applicant any and all documents necessary or advisable for the Applicant to apply to VHDA for Tax Credits in connection with the Residences at Government Center II project;

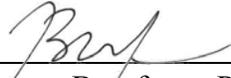
BE IT FURTHER RESOLVED, that the foregoing authorization of Russell Condas to act for the Company on behalf of the Applicant, or any other officer of the Company on behalf of the Applicant, shall include, without limitation, the authority to execute and deliver for the Company (1) any application to VHDA for Tax Credits on behalf of the Applicant and (2) any certificates, affidavits, instructions or other documents, instruments or agreements necessary or advisable to complete the application to VHDA and/or to complete the processing and receipt of the Tax Credits, in each case with such modifications or additions thereto as he deems fit, and the execution of any such.

[Signature page follows immediately]

IN WITNESS WHEREOF, the undersigned have executed this Record of Action in Writing of Managers of the Company as of the Effective Date.

MAJORITY MEMBERS:

JEM FAMILY HOLDINGS LLC,
a Delaware limited liability company

By: 

Jeremy Bronfman, President

WM RGC2 SOUTHEAST 9 LLC,
a Delaware limited liability company

By: 

Wesley McLean, Sole Member

MANAGERS:

LINCOLN AVENUE CAPITAL MANAGEMENT, LLC,
a Delaware limited liability company

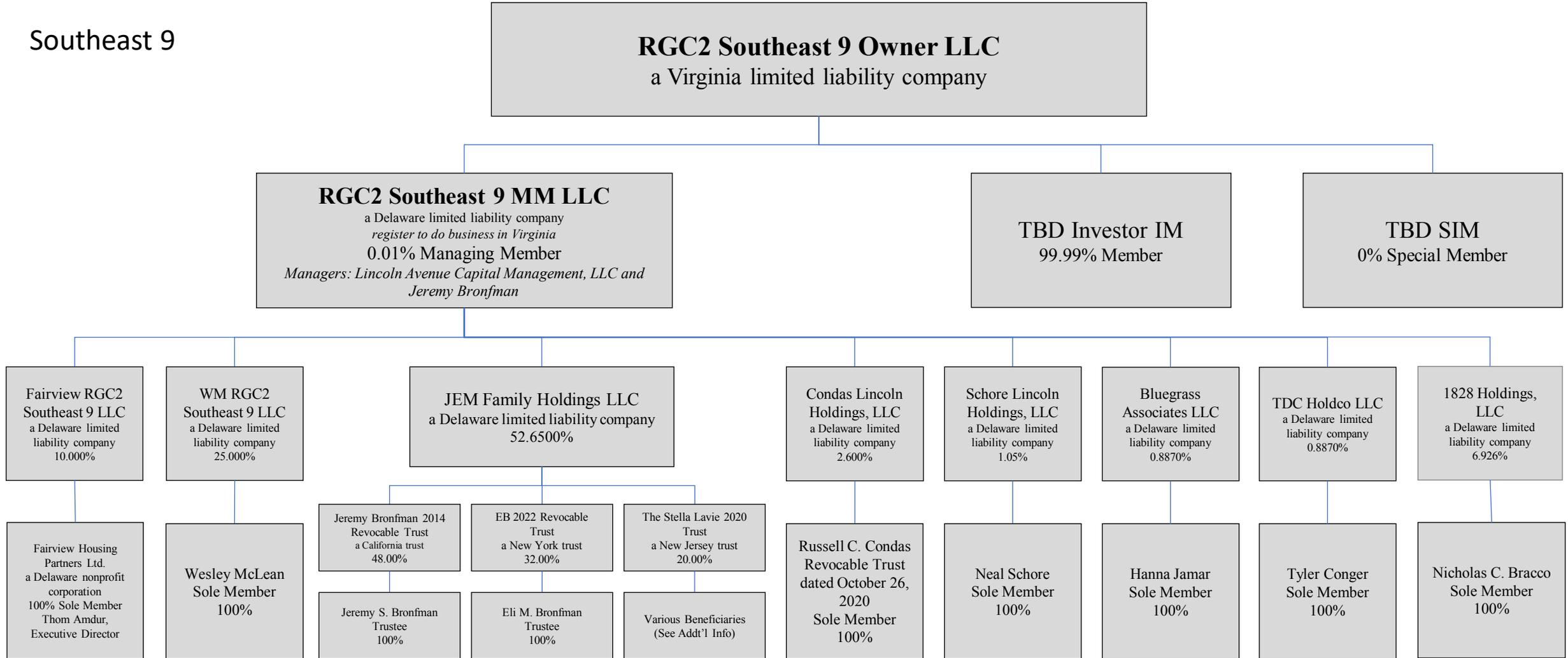
By: 

Jeremy Bronfman, President



JEREMY BRONFMAN, an individual

Southeast 9



Additional Information

Jeremy Bronfman 2014 Revocable Trust

Beneficiary and Trustee: Jeremy Bronfman

EB 2022 Revocable Trust

Beneficiary and Trustee: Eli Bronfman

The Stella Lavie 2020 Trust

Beneficiary

Joint Descendants of Melanie and Matthew Bronfman

Trustee

Matthew Bronfman and Almog Geva

Russell C. Condas Revocable Trust dated October 26, 2020

Beneficiary

Primary Beneficiary:

Elizabeth K. Condas Revocable Trust dated October 26, 2020

Secondary Beneficiary:

Coleman J. Condas and any future siblings

Trustee

Russell C. Condas

Tab B:

Virginia State Corporation Commission Certification
(MANDATORY)

Commonwealth of Virginia



STATE CORPORATION COMMISSION

Richmond, March 2, 2023

This is to certify that the certificate of organization of

RGC2 Southeast 9 Owner LLC

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

Effective date: March 2, 2023



STATE CORPORATION COMMISSION

Attest:

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

Clerk of the Commission

Tab C:

Principal's Previous Participation Certification
(MANDATORY)



Previous Participation Certification Instructions:

The following certification:

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

Schedule A Instructions:

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

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

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



Previous Participation Certification

Development Name:

Name of Applicant (entity):

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

Printed Name

March 13, 2024

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



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: Residences at Government Center 2 - SE9

Name of Applicant (entity): RGC2 Southeast 9 Owner LLC

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

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

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

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

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

5. There are no unresolved findings raised as a result of state or federal audits, management reviews or other governmental investigations concerning any multifamily rental property in which any of the Participants were Principals.
6. During any time that any of the Participants were Principals in any multifamily rental property, there has not been a suspension or termination of payments under any state or federal assistance contract for such property.
7. None of the Participants has been convicted of a felony and is not presently the subject of a complaint or indictment charging a felony. A felony is defined as any offense punishable by imprisonment for a term exceeding one year, but does not include any offense classified as a misdemeanor under the laws of a state and punishable by imprisonment of two years or less.
8. None of the Participants has been suspended, debarred, or otherwise restricted by any federal or state governmental entity from doing business with such governmental entity.
9. None of the Participants has defaulted on an obligation covered by a surety or performance bond and has not been the subject of a claim under an employee fidelity bond.
10. None of the Participants is a Virginia Housing employee or a member of the immediate household of any Virginia Housing employee.
11. None of the Participants is participating in the ownership of a multifamily rental housing property as of this date on which construction has stopped for a period in excess of 20 days or, in the case of a multifamily rental housing property assisted by any federal or state governmental entity, which has been substantially completed for more than 90 days but for which requisite documents for closing, such as the final cost certification, have not been filed with such governmental entity.
12. None of the Participants has been found by any federal or state governmental entity or court to be in noncompliance with any applicable civil rights, equal employment opportunity or fair housing laws or regulations.
13. None of the Participants was a principal in any multifamily rental property which has been found by any federal or state governmental entity or court to have failed to comply with Section 42 of the Internal Revenue Code of 1986, as amended, during the period of time in which the Participant was a Principal of the owner of such property (this does not refer to corrected 8823's).
14. None of the Participants is currently named as a defendant in a civil lawsuit arising out of their ownership or other participation in a multi-family housing development where the amount of damages sought by plaintiffs (i.e., the ad damnum clause) exceeds One Million Dollars (\$1,000,000).
15. None of the Participants has pursued a Qualified Contract or planned foreclosure in Virginia after January 1, 2019.

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

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

A handwritten signature in black ink, appearing to read 'Wesley McLean', written in a cursive style.

Signature

Wesley McLean

Printed Name

March 13, 2024

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

Tab D:

List of LIHTC Developments (Schedule A)
(MANDATORY)

List of LIHTC Developments (Schedule A)



Development Name: Residences at Government Center 2 - SE9

Name of Applicant: RGC2 Southeast 9 Owner LLC

INSTRUCTIONS:

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

RGC2 Southeast 9 MM LLC **Controlling GP (CGP) or 'Named' Managing Member of Proposed property?*** Y
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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#DIV/0!

LIHTC as % of
Total Units

List of LIHTC Developments (Schedule A)



Development Name: Residences at Government Center 2 - SE9

Name of Applicant: RGC2 Southeast 9 Owner LLC

INSTRUCTIONS:

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

JEM Family Holdings LLC **Controlling GP (CGP) or 'Named' Managing Member of Proposed property?*** Y
Principal's Name: Y or N

1	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

List of LIHTC Developments (Schedule A)



Development Name: Residences at Government Center 2 - SE9
 Name of Applicant: RGC2 Southeast 9 Owner LLC

INSTRUCTIONS:

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

Principal's Name: Jeremy Bronfman 2014 Revocable Trust Controlling GP (CGP) or 'Named' Managing Member of Proposed property? Y
 Y or N

Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"	
1	Caroline Arms 6457 Fort Caroline Rd Jacksonville FL 32277	Caroline Arms Preservation, Ltd. 424-222-8265	Y	204	204	12/31/2018	3/19/2021	N
2	Jubilee Courtyards 119 S Redland Rd Homestead FL 33034	Jubilee Courtyards Preservation, Ltd. 424-222-8265	Y	98	98	9/15/2019	8/18/2020	N
3	Monaco Arms 10415 Monaco Dr Jacksonville FL 32218	Monaco Arms Preservation, Ltd 424-222-8265	Y	156	156	2/1/2020	8/17/2021	N
4	Prospect Park 5500 NW 31st Ave Fort Lauderdale FL 33309	Prospect Park Preservation, Ltd 424-222-8265	Y	125	124	7/31/2020	11/12/2021	N
5	Westview Gardens 2351 NW 119th St Miami FL 33167	Westview Garden Preservation, Ltd. 424-222-8265	Y	160	160	8/15/2019	3/19/2021	N
6	Fort Vancouver 2509 Columbia St # 101 Vancouver WA 98660	Fort Vancouver Preservation, LLC 424-222-8265	Y	131	131	5/25/2021	3/9/2023	N
7	Whittell Pointe 1855 Selmi Drive Reno NV 89512	Whittell Pointe Preservation LP 424-222-8265	Y	228	228	11/9/2021	4/4/2023	N
8	Riverwalk II 301 SE 6th Ave Homestead FL 33030	Riverwalk II Preservation Ltd 424-222-8265	Y	112	112	5/14/2021	8/17/2023	N
9	Lexington Club 1200 S Missouri Ave, Clearwater, FL 33756	Lexington Club Preservation, Ltd. 424-222-8265	Y	240	240	12/21/2021	10/16/2023	N
10	Park City 845 NW 155th Ln, Miami FL, 33169	Park City Preservation, Ltd. 424-222-8265	Y	180	180	5/31/2021	10/17/2023	N
11	Malibu Bay 750 Malibu Bay Drive, West Palm Beach, FL 33401	Malibu Bay Preservation, Ltd. 424-222-8265	Y	264	264	5/1/2021	12/14/2023	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: 1,898 1,897 **LIHTC as % of**
100% **Total Units**

List of LIHTC Developments (Schedule A)



Development Name: Residences at Government Center 2 - SE9
 Name of Applicant: RGC2 Southeast 9 Owner LLC

INSTRUCTIONS:

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

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

Development #	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1	Cameron Creek 1720 NW 3rd Terrace Florida City FL 33034	Cameron Creek Preservation, Ltd. 424-222-8265	Y	148	148	12/31/2018	12/18/2019	N
2	Caroline Arms 6457 Fort Caroline Rd Jacksonville FL 32277	Caroline Arms Preservation, Ltd. 424-222-8265	Y	204	204	12/31/2018	3/19/2021	N
3	Douglas Pointe 3830 NW 183rd St Miami Gardens FL 33055	Douglas Pointe Preservation, Ltd. 424-222-8265	Y	176	176	12/31/2018	1/15/2020	N
4	Jubilee Courtyards 119 S Redland Rd Homestead FL 33034	Jubilee Courtyards Preservation, Ltd. 424-222-8265	Y	98	98	9/15/2019	8/18/2020	N
5	Logan Heights 1000 Logan Heights Cir Sanford FL 32773	Logan Heights Preservation LP 424-222-8265	Y	360	360	12/27/2018	3/30/2020	N
6	Monaco Arms 10415 Monaco Dr Jacksonville FL 32218	Monaco Arms Preservation, Ltd 424-222-8265	Y	156	156	2/1/2020	8/17/2021	N
7	Prospect Park 5500 NW 31st Ave Fort Lauderdale FL 33309	Prospect Park Preservation, Ltd 424-222-8265	Y	125	124	7/31/2020	11/12/2021	N
8	Timber Sound 4963 Raleigh St Orlando FL 32811	Timber Sound Preservation LP 424-222-8265	Y	240	240	12/1/2018	8/16/2019	N
9	Westview Gardens 2351 NW 119th St Miami FL 33167	Westview Garden Preservation, Ltd. 424-222-8265	Y	160	160	8/15/2019	3/19/2021	N
10	Fort Vancouver 2509 Columbia St # 101 Vancouver WA 98660	Fort Vancouver Preservation, LLC 424-222-8265	Y	131	131	5/25/2021	3/9/2023	N
11	Whittell Pointe 1855 Selmi Drive Reno NV 89512	Whittell Pointe Preservation LP 424-222-8265	Y	228	228	11/9/2021	4/4/2023	N
12	Riverwalk II 301 SE 6th Ave Homestead FL 33030	Riverwalk II Preservation Ltd 424-222-8265	Y	112	112	5/14/2021	8/17/2023	N
13	Lexington Club 1200 S Missouri Ave, Clearwater, FL 33756	Lexington Club Preservation, Ltd. 424-222-8265	Y	240	240	12/21/2021	10/16/2023	N
14	Park City 845 NW 155th Ln, Miami FL, 33169	Park City Preservation, Ltd. 424-222-8265	Y	180	180	5/31/2021	10/17/2023	N
15	Malibu Bay 750 Malibu Bay Drive, West Palm Beach, FL 33401	Malibu Bay Preservation, Ltd. 424-222-8265	Y	264	264	5/1/2021	12/14/2023	N
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1st PAGE TOTAL: 2,822 2,821 LIHTC as % of 100% Total Units

List of LIHTC Developments (Schedule A)



Development Name: Residences at Government Center 2 - SE9
 Name of Applicant: RGC2 Southeast 9 Owner LLC

INSTRUCTIONS:

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

Principal's Name: EB 2022 Revocable Trust Controlling GP (CGP) or 'Named' Managing Member of Proposed property? N
Y or N

Development #	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1	Cameron Creek 1720 NW 3rd Terrace Florida City FL 33034	Cameron Creek Preservation, Ltd. 424-222-8265	N	148	148	12/31/2018	12/18/2019	N
2	Caroline Arms 6457 Fort Caroline Rd Jacksonville FL 32277	Caroline Arms Preservation, Ltd. 424-222-8265	N	204	204	12/31/2018	3/19/2021	N
3	Douglas Pointe 3830 NW 183rd St Miami Gardens FL 33055	Douglas Pointe Preservation, Ltd. 424-222-8265	N	176	176	12/31/2018	1/15/2020	N
4	Jubilee Courtyards 119 S Redland Rd Homestead FL 33034	Jubilee Courtyards Preservation, Ltd. 424-222-8265	N	98	98	9/15/2019	8/18/2020	N
5	Logan Heights 1000 Logan Heights Cir Sanford FL 32773	Logan Heights Preservation LP 424-222-8265	N	360	360	12/27/2018	3/30/2020	N
6	Monaco Arms 10415 Monaco Dr Jacksonville FL 32218	Monaco Arms Preservation, Ltd 424-222-8265	N	156	156	2/1/2020	8/17/2021	N
7	Prospect Park 5500 NW 31st Ave Fort Lauderdale FL 33309	Prospect Park Preservation, Ltd 424-222-8265	N	125	124	7/31/2020	11/12/2021	N
8	Timber Sound 4963 Raleigh St Orlando FL 32811	Timber Sound Preservation LP 424-222-8265	N	240	240	12/1/2018	8/16/2019	N
9	Westview Gardens 2351 NW 119th St Miami FL 33167	Westview Garden Preservation, Ltd. 424-222-8265	N	160	160	8/15/2019	3/19/2021	N
10	Fort Vancouver	Fort Vancouver Preservation,	N	131	131	5/25/2021	3/9/2023	N
11	Whittell Pointe 1855 Selmi Drive Reno NV 89512	Whittell Pointe Preservation LP 424-222-8265	N	228	228	11/9/2021	4/4/2023	N
12	Riverwalk II 301 SE 6th Ave Homestead FL 33030	Riverwalk II Preservation Ltd 424-222-8265	N	112	112	5/14/2021	8/17/2023	N
13	Lexington Club 1200 S Missouri Ave, Clearwater, FL 33756	Lexington Club Preservation, Ltd. 424-222-8265	N	240	240	12/21/2021	10/16/2023	N
14	Park City 845 NW 155th Ln, Miami FL, 33169	Park City Preservation, Ltd. 424-222-8265	N	180	180	5/31/2021	10/17/2023	N
15	Malibu Bay 750 Malibu Bay Drive, West Palm Beach, FL 33401	Malibu Bay Preservation, Ltd. 424-222-8265	N	264	264	5/1/2021	12/14/2023	N
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1st PAGE
TOTAL: 2,822 2,821 **LIHTC as % of**
100% **Total Units**

List of LIHTC Developments (Schedule A)



Development Name: Residences at Government Center 2 - SE9
 Name of Applicant: RGC2 Southeast 9 Owner LLC

INSTRUCTIONS:

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

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

Development #	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1	Cameron Creek 1720 NW 3rd Terrace Florida City FL 33034	Cameron Creek Preservation, Ltd. 424-222-8265	N	148	148	12/31/2018	12/18/2019	N
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4	Jubilee Courtyards 119 S Redland Rd Homestead FL 33034	Jubilee Courtyards Preservation, Ltd. 424-222-8265	N	98	98	9/15/2019	8/18/2020	N
5	Logan Heights 1000 Logan Heights Cir Sanford FL 32773	Logan Heights Preservation LP 424-222-8265	N	360	360	12/27/2018	3/30/2020	N
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8	Timber Sound 4963 Raleigh St Orlando FL 32811	Timber Sound Preservation LP 424-222-8265	N	240	240	12/1/2018	8/16/2019	N
9	Westview Gardens 2351 NW 119th St Miami FL 33167	Westview Garden Preservation, Ltd. 424-222-8265	N	160	160	8/15/2019	3/19/2021	N
10	Fort Vancouver	Fort Vancouver Preservation,	N	131	131	5/25/2021	3/9/2023	N
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13	Lexington Club 1200 S Missouri Ave, Clearwater, FL 33756	Lexington Club Preservation, Ltd. 424-222-8265	N	240	240	12/21/2021	10/16/2023	N
14	Park City 845 NW 155th Ln, Miami FL, 33169	Park City Preservation, Ltd. 424-222-8265	N	180	180	5/31/2021	10/17/2023	N
15	Malibu Bay 750 Malibu Bay Drive, West Palm Beach, FL 33401	Malibu Bay Preservation, Ltd. 424-222-8265	N	264	264	5/1/2021	12/14/2023	N
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1st PAGE
TOTAL: 2,822 2,821 **LIHTC as % of**
 100% **Total Units**

List of LIHTC Developments (Schedule A)



Development Name: Residences at Government Center 2 - SE9

Name of Applicant: RGC2 Southeast 9 Owner LLC

INSTRUCTIONS:

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

The Stella Lavie 2020 Trust **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.

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TOTAL:

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LIHTC as % of
Total Units

List of LIHTC Developments (Schedule A)



Development Name: Residences at Government Center 2 - SE9
 Name of Applicant: RGC2 Southeast 9 Owner LLC

INSTRUCTIONS:

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

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

Development #	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1	Cameron Creek 1720 NW 3rd Terrace Florida City FL 33034	Cameron Creek Preservation, Ltd. 424-222-8265	N	148	148	12/31/2018	12/18/2019	N
2	Caroline Arms 6457 Fort Caroline Rd Jacksonville FL 32277	Caroline Arms Preservation, Ltd. 424-222-8265	N	204	204	12/31/2018	3/19/2021	N
3	Douglas Pointe 3830 NW 183rd St Miami Gardens FL 33055	Douglas Pointe Preservation, Ltd. 424-222-8265	N	176	176	12/31/2018	1/15/2020	N
4	Jubilee Courtyards 119 S Redland Rd Homestead FL 33034	Jubilee Courtyards Preservation, Ltd. 424-222-8265	N	98	98	9/15/2019	8/18/2020	N
5	Logan Heights 1000 Logan Heights Cir Sanford FL 32773	Logan Heights Preservation LP 424-222-8265	N	360	360	12/27/2018	3/30/2020	N
6	Monaco Arms 10415 Monaco Dr Jacksonville FL 32218	Monaco Arms Preservation, Ltd 424-222-8265	N	156	156	2/1/2020	8/17/2021	N
7	Prospect Park 5500 NW 31st Ave Fort Lauderdale FL 33309	Prospect Park Preservation, Ltd 424-222-8265	N	125	124	7/31/2020	11/12/2021	N
8	Timber Sound 4963 Raleigh St Orlando FL 32811	Timber Sound Preservation LP 424-222-8265	N	240	240	12/1/2018	8/16/2019	N
9	Westview Gardens 2351 NW 119th St Miami FL 33167	Westview Garden Preservation, Ltd. 424-222-8265	N	160	160	8/15/2019	3/19/2021	N
10	Fort Vancouver 2509 Columbia St # 101 Vancouver WA 98660	Fort Vancouver Preservation, LLC 424-222-8265	N	131	131	5/25/2021	3/9/2023	N
11	Riverwalk II 301 SE 6th Ave Homestead FL 33030	Riverwalk II Preservation Ltd 424-222-8265	N	112	112	5/14/2021	8/17/2023	N
12	Lexington Club 1200 S Missouri Ave, Clearwater, FL 33756	Lexington Club Preservation, Ltd. 424-222-8265	N	240	240	12/21/2021	10/16/2023	N
13	Park City 845 NW 155th Ln, Miami FL, 33169	Park City Preservation, Ltd. 424-222-8265	N	180	180	5/31/2021	10/17/2023	N
14	Malibu Bay 750 Malibu Bay Drive, West Palm Beach, FL 33401	Malibu Bay Preservation, Ltd. 424-222-8265	N	264	264	5/1/2021	12/14/2023	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: 2,594 2,593 LIHTC as % of
100% Total Units

List of LIHTC Developments (Schedule A)



Development Name: Residences at Government Center 2 - SE9

Name of Applicant: RGC2 Southeast 9 Owner LLC

INSTRUCTIONS:

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

Principal's Name: Almog Geva 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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LIHTC as % of
Total Units

List of LIHTC Developments (Schedule A)



Development Name: Residences at Government Center 2 - SE9

Name of Applicant: RGC2 Southeast 9 Owner LLC

INSTRUCTIONS:

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

WM RGC2 Southeast 9 LLC **Controlling GP (CGP) or 'Named' Managing Member of Proposed property?*** N
Principal's Name: Y or N

1	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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LIHTC as % of Total Units

List of LIHTC Developments (Schedule A)



Development Name: Residences at Government Center 2 - SE9
 Name of Applicant: RGC2 Southeast 9 Owner LLC

INSTRUCTIONS:

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

Principal's Name: Wesley McLean 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"	
1	Rand Grove / Palatine, IL	Rand Grove Preservation LP 303-870-6332	Y	212	212	9/22/2017	9/22/2017	N
2	Chehalis / Chehalis, WA	Chehalis Preservation LP 303-870-6332	Y	60	60	11/1/2017	11/1/2017	N
3	Parkside / Everett, WA	Parkside Preservation LP 303-870-6332	Y	202	202	12/31/2017	12/31/2017	N
4	Pleasant Valley / Conshohocken, PA	Pleasant Valley Preservation LP 303-870-6332	Y	41	41	12/31/2017	12/31/2017	N
5	Coventry Courty / Spokane, WA	Spokane 2 Preservation LP 303-870-6332	Y	81	81	10/30/2018	10/30/2018	N
6	St Andrews / Spokane, WA	Spokane 2 Preservation LP 303-870-6332	Y	88	88	10/30/2018	10/30/2018	N
7	The Glen at Colonial Heights / Colonial Heights, VA	Colonial Ridge Preservation LP 303-870-6332	Y	100	100	12/31/2018	12/31/2018	N
8	Colonial Ridge / Colonial Heights, VA	Colonial Ridge Preservation LP 303-870-6332	Y	192	192	12/31/2018	12/31/2018	N
9	Rolling Bends I / Atlanta, GA	Rolling Bends I Preservation LP 303-870-6332	Y	164	164	12/1/2018	12/1/2018	N
10	Allen Hills / Atlanta, GA	Allen Hills Preservation LP 303-870-6332	Y	458	458	1/1/2019	1/1/2019	N
11	Bay Country / Cambridge, MD	Bay Preservation LP 303-870-6332	Y	144	144	5/23/2019	5/23/2019	N
12	Rolling Bends II / Atlanta, GA	Rolling Bends II Preservation LP 303-870-6332	Y	190	190	7/3/2019	7/3/2019	N
13	Azalea Woods / Valdosta, GA	Azalea Woods Preservation LP 303-870-6332	Y	81	81	9/30/2019	9/30/2019	N
14	Headen House / St Charles, MD	Headen Preservation LP 303-870-6332	Y	136	136	12/30/2019	12/30/2019	N
15	Huntington / St Charles, MD	Huntington East Preservation LP 303-870-6332	Y	204	204	12/31/2019	12/31/2019	N
16	Calhoun Gardens / Calhoun, GA	Calhoun Gardens Preservation LP 303-870-6332	Y	76	76	6/24/2020	6/24/2020	N
17	Bryn Mawr / Chicago, IL	Bryn Mawr Preservation LP 303-870-6332	Y	100	100	7/31/2020	7/31/2020	N
18	Clarke Gardens / Athens, GA	Clarke Gardens Preservation LP 303-870-6332	Y	100	100	9/15/2020	9/15/2020	N
19	Forsyth Gardens / Forsyth, GA	Forsyth Gardens Preservation LP 303-870-6332	Y	78	78	9/30/2020	9/30/2020	N
20	Catoosa Gardens / Fort Oglethorpe, GA	Catoosa Gardens Preservation LP 303-870-6332	Y	101	101	2/11/2021	2/11/2021	N
21	Athens Gardens / Athens, GA	Athens Gardens Preservation LP 303-870-6332	Y	100	100	2/22/2021	2/22/2021	N
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1st PAGE
TOTAL: 2,908 2,908 LIHTC as % of
100% Total Units

List of LIHTC Developments (Schedule A)



Development Name: Residences at Government Center 2 - SE9

Name of Applicant: RGC2 Southeast 9 Owner LLC

INSTRUCTIONS:

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

Thom Amdur, Executive Dir., Fairview Housing Partners, LTD
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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LIHTC as % of
Total Units

List of LIHTC Developments (Schedule A)



Development Name: Residences at Government Center 2 - SE9

Name of Applicant: RGC2 Southeast 9 Owner LLC

INSTRUCTIONS:

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

Condas Lincoln Holdings, 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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LIHTC as % of
Total Units

List of LIHTC Developments (Schedule A)



Development Name: Residences at Government Center 2 - SE9

Name of Applicant: RGC2 Southeast 9 Owner LLC

INSTRUCTIONS:

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

Russell C. Condas Revocable Trust **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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List of LIHTC Developments (Schedule A)



Development Name: Residences at Government Center 2 - SE9

Name of Applicant: RGC2 Southeast 9 Owner LLC

INSTRUCTIONS:

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

Principal's Name: Russell Condas 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: Residences at Government Center 2 - SE9

Name of Applicant: RGC2 Southeast 9 Owner LLC

INSTRUCTIONS:

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

Schore Lincoln Holdings, 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"
1	Fort Vancouver 2509 Columbia St # 101 Vancouver WA 98660	Fort Vancouver Preservation, LLC 424-222-8265	N	131	131	5/25/2021	3/9/2023	N
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TOTAL: 131 131

LIHTC as % of
100% Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: Residences at Government Center 2 - SE9

Name of Applicant: RGC2 Southeast 9 Owner LLC

INSTRUCTIONS:

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

Principal's Name: Neal Schore 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"
1	Fort Vancouver 2509 Columbia St # 101 Vancouver WA 98660	Fort Vancouver Preservation, LLC 424-222-8265	N	131	131	5/25/2021	3/9/2023	N
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LIHTC as % of Total Units 100%

List of LIHTC Developments (Schedule A)



Development Name: Residences at Government Center 2 - SE9

Name of Applicant: RGC2 Southeast 9 Owner LLC

INSTRUCTIONS:

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

1828 Holdings, LLC **Controlling GP (CGP) or 'Named' Managing Member of Proposed property?*** N
Principal's Name: Y or N

1	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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1st PAGE
TOTAL: 0 0 #DIV/0! **LIHTC as % of Total Units**

List of LIHTC Developments (Schedule A)



Development Name: Residences at Government Center 2 - SE9

Name of Applicant: RGC2 Southeast 9 Owner LLC

INSTRUCTIONS:

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

Principal's Name: Nicholas C. Bracco 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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LIHTC as % of
Total Units

List of LIHTC Developments (Schedule A)



Development Name: Residences at Government Center 2 - SE9

Name of Applicant: RGC2 Southeast 9 Owner LLC

INSTRUCTIONS:

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

Lincoln Avenue Capital Management, LLC **Controlling GP (CGP) or 'Named' Managing Member of Proposed property?*** N
Principal's Name: Y or N

1	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: 0 0 #DIV/0! **LIHTC as % of Total Units**

List of LIHTC Developments (Schedule A)



Development Name: Residences at Government Center 2 - SE9

Name of Applicant: RGC2 Southeast 9 Owner LLC

INSTRUCTIONS:

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

Principal's Name: LACM Associates LLC 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

List of LIHTC Developments (Schedule A)



Development Name: Residences at Government Center 2 - SE9
 Name of Applicant: RGC2 Southeast 9 Owner LLC

INSTRUCTIONS:

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

Bluegrass Associates LLC **Controlling GP (CGP) or 'Named' Managing** N
Principal's Name: **Member of Proposed property?*** Y or N

Development #	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1	Westview Gardens 2351 NW 119th St Miami FL 33167	Westview Garden Preservation, Ltd. 424-222-8265	N	160	160	8/15/2019	3/19/2021	N
2	Fort Vancouver 2509 Columbia St # 101 Vancouver WA 98660	Fort Vancouver Preservation, LLC 424-222-8265	N	131	131	5/25/2021	3/9/2023	N
3	Whittell Pointe 1855 Selmi Drive Reno NV 89512	Whittell Pointe Preservation LP 424-222-8265	N	228	228	11/9/2021	4/4/2023	N
4	Lexington Club 1200 S Missouri Ave, Clearwater, FL 33756	Lexington Club Preservation, Ltd. 424-222-8265	N	240	240	12/21/2021	10/16/2023	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: 759 759

LIHTC as % of
 100% **Total Units**

List of LIHTC Developments (Schedule A)



Development Name: Residences at Government Center 2 - SE9
 Name of Applicant: RGC2 Southeast 9 Owner LLC

INSTRUCTIONS:

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

Principal's Name: Hanna Jamar 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"
1	Westview Gardens 2351 NW 119th St Miami FL 33167	Westview Garden Preservation, Ltd. 424-222-8265	N	160	160	8/15/2019	3/19/2021	N
2	Fort Vancouver 2509 Columbia St # 101 Vancouver WA 98660	Fort Vancouver Preservation, LLC 424-222-8265	N	131	131	5/25/2021	3/9/2023	N
3	Whittell Pointe 1855 Selmi Drive Reno NV 89512	Whittell Pointe Preservation LP 424-222-8265	N	228	228	11/9/2021	4/4/2023	N
4	Lexington Club 1200 S Missouri Ave, Clearwater, FL 33756	Lexington Club Preservation, Ltd. 424-222-8265	N	240	240	12/21/2021	10/16/2023	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: 759 759

LIHTC as % of
 100% Total Units

List of LIHTC Developments (Schedule A)



Development Name: Residences at Government Center 2 - SE9
 Name of Applicant: RGC2 Southeast 9 Owner LLC

INSTRUCTIONS:

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

TDC Holdco LLC **Controlling GP (CGP) or 'Named' Managing** N
Principal's Name: **Member of Proposed property?*** Y or N

Development #	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1	Jubilee Courtyards 119 S Redland Rd Homestead FL 33034	Jubilee Courtyards Preservation, Ltd. 424-222-8265	N	98	98	9/15/2019	8/18/2020	N
2	Fort Vancouver 2509 Columbia St # 101 Vancouver WA 98660	Fort Vancouver Preservation, LLC 424-222-8265	N	131	131	5/25/2021	3/9/2023	N
3	Whittell Pointe 1855 Selmi Drive Reno NV 89512	Whittell Pointe Preservation LP 424-222-8265	N	228	228	11/9/2021	4/4/2023	N
4	Lexington Club 1200 S Missouri Ave, Clearwater, FL 33756	Lexington Club Preservation, Ltd. 424-222-8265	N	240	240	12/21/2021	10/16/2023	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: 697 697

LIHTC as % of
 100% **Total Units**

List of LIHTC Developments (Schedule A)



Development Name: Residences at Government Center 2 - SE9
 Name of Applicant: RGC2 Southeast 9 Owner LLC

INSTRUCTIONS:

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

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

Development #	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1	Jubilee Courtyards 119 S Redland Rd Homestead FL 33034	Jubilee Courtyards Preservation, Ltd. 424-222-8265	N	98	98	9/15/2019	8/18/2020	N
2	Fort Vancouver 2509 Columbia St # 101 Vancouver WA 98660	Fort Vancouver Preservation, LLC 424-222-8265	N	131	131	5/25/2021	3/9/2023	N
3	Whittell Pointe 1855 Selmi Drive Reno NV 89512	Whittell Pointe Preservation LP 424-222-8265	N	228	228	11/9/2021	4/4/2023	N
4	Lexington Club 1200 S Missouri Ave, Clearwater, FL 33756	Lexington Club Preservation, Ltd. 424-222-8265	N	240	240	12/21/2021	10/16/2023	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: 697 697

LIHTC as % of
 100% **Total Units**

Tab E:

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

**AMENDED AND RESTATED
OPTION TO LEASE**

(Residences at Government Center II - 9% South Project)

This Amended and Restated Option to Lease (the “Option”) is dated March 11, 2024, by and between FAIRFAX COUNTY REDEVELOPMENT AND HOUSING AUTHORITY, a subdivision of the Commonwealth of Virginia, whose business address is 12000 Government Center Parkway, Fairfax, Virginia 22035 (“Landlord” or “FCRHA”) and RGC2 SOUTHEAST 9 OWNER LLC, a Virginia limited liability company (“LAC9-South”, and its permitted successors and assigns hereinafter referred to as, Tenant) having an office at c/o Lincoln Avenue Capital, 401 Wilshire Boulevard, Suite 1070, Santa Monica, CA 90401.

WHEREAS, Landlord owns certain real property in fee simple, identified as 4.532-acre property located along Government Center Parkway, in the Braddock Magisterial District, having Fairfax County Tax Map number 56-1 ((15)), parcel 14B, and intends to lease a portion of that real property, such real property being more particularly identified on Exhibit A, attached hereto and made a part hereof, anticipated to have an address of 12020 Government Center Parkway, Fairfax, VA 22035 (the “Premises”);

WHEREAS, in order to finance in part the design, development and construction of a portion of one building (anticipated to be a condominium unit in such building with such condominium regime imposed on the leasehold interest of the Tenant and acknowledged by the Landlord), such portion consisting of approximately 66 units and certain amenities, facilities, related uses and improvements (the “Project”) on the Premises, Tenant shall apply for tax credits (“Tax Credits”) pursuant to the Virginia Housing Development Authority’s Federal Low Income Housing Tax Credit Program Application (the “Application”);

WHEREAS, Landlord wishes to grant Tenant an option to lease the Premises under a long-term ground lease, the form of which has been agreed to by Landlord and Tenant (the “Ground Lease”) and Tenant wishes to accept the option;

WHEREAS, Landlord and Tenant previously executed that certain Option to Lease regarding the Project, dated March 10, 2023 (the “Original Option”);

WHEREAS, Landlord and Tenant wish to amend and restate the Original Option to update the legal description of the Project and to clarify certain details of the Ground Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Landlord and Tenant hereby amend and restate the Original Option and agree as follows:

1. Grant of Option. Landlord, upon Tenant’s receipt of an award of Tax Credits and in consideration of \$1.00, which shall be non-refundable, paid by Tenant to Landlord, receipt of which is hereby acknowledged, grants to Tenant the exclusive right and option to lease the Premises on the following terms and conditions. If Tenant does not receive an award

of Tax Credits pursuant to the Application by the Expiration Date (defined below), this Option will automatically terminate.

2. Option Period. The term of this Option shall commence on the date first written above and continue until 5:00 p.m. on December 1, 2025 (the "Expiration Date"). If the Application is not approved for Tax Credits in or before 2025, Tenant shall have the right to re-apply for Tax Credits in calendar year 2026 by sending written notice to Landlord and, in such event, this Option shall remain in full force and effect until December 1, 2026, and if such 2026 application is unsuccessful, then Tenant shall have the right to re-apply for Tax Credits in calendar year 2027 by sending written notice to Landlord and, in such event, this Option shall remain in full force and effect until December 1, 2027 (each such later date, as applicable, the "Extended Expiration Date").

3. Ground Lease. Tenant shall be permitted to assign and encumber its leasehold interest under the Ground Lease, in accordance with the terms of the Ground Lease, as security for debt financing for the Project. This Option shall not be recorded; however, a memorandum of the Ground Lease is expected to be recorded or memorialized in the appropriate office of public records, in accordance with the laws of the Commonwealth of Virginia. All costs of transfer and such recordation will be borne by Tenant. The initial Base Rent, as defined in the Ground Lease, for the term of the Ground Lease shall be in an amount equal to Ten and 00/100 Dollars (\$10.00). The term of the Ground Lease shall be 99 years, unless otherwise terminated pursuant to the terms and conditions of the Ground Lease.

4. Exercise of Option. Tenant may exercise this Option by giving Landlord written notice, signed by Tenant, on or before the Expiration Date (or Extended Expiration Date, if applicable), subject to the approval and requirements of the FCRHA as set forth in that certain Contract to Ground Lease of even date herewith, that certain Guaranty, and such other documents as are required by the FCRHA.

5. Proof of Title. Tenant may, at Tenant's expense, obtain a title commitment for the issuance of a leasehold insurance policy for the Premises. Tenant shall deliver a copy of any such commitment to Landlord.

6. Failure to Exercise Option. If Tenant does not exercise this Option in accordance with its terms and before the Expiration Date (or Extended Expiration Date, if applicable), this Option and the rights of Tenant hereunder will automatically and immediately terminate without notice. If Tenant fails to exercise this Option, Landlord will retain the sum paid as consideration for this Option.

7. Notices. All notices provided for in this Option will be deemed to have been duly given or served as follows: (a) by personal delivery (with receipt acknowledged), (b) delivered by reputable, national overnight delivery service (with its confirmatory receipt therefor), next business day delivery specified, or (c) sent by registered or certified United States mail, postage prepaid, return receipt requested, in each case addressed to the party for whom intended at the party's address listed above.

8. Binding Effect. This Option will be binding upon and inure only to the benefit of the parties to it and of any mutually-agreed successors and/or assigns, and of any permitted assigns pursuant to a Permitted Assignment (as hereinafter defined).

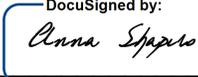
9. Assignment. Tenant may, without the prior written consent of Landlord or FCRHA, assign its interest in this Option to an entity which directly or indirectly controls, is controlled by, or is under common control with Tenant, or to any person or entity resulting from a merger or consolidation with Tenant, or to any person or entity which acquires all the assets of Tenant's business as a going concern pursuant to a written agreement, reasonably acceptable to the FCRHA, provided that (i) such assignment is not a subterfuge to avoid the application of the provisions of this Section 9, (ii) the assignee assumes, in full, the obligations of Tenant hereunder, and (iii) Tenant provides FCRHA with written notice of any such assignment at least one (1) month prior to the exercise of the Option ("Permitted Assignment"). Other than a Permitted Assignment, Tenant will not assign its interest in the Option without the prior written consent of Landlord.

[Signature Pages Follow]

In witness whereof, Landlord and Tenant have executed this Option on the date first written above.

LANDLORD:

FAIRFAX COUNTY REDEVELOPMENT AND HOUSING AUTHORITY, a political subdivision of the Commonwealth of Virginia

By: 
Name: Anna Shapiro
Title: Assistant Secretary

[Signatures Continue on Next Page]

TENANT:

RGC2 SOUTHEAST 9 OWNER LLC,
a Virginia limited liability company

By: RGC2 Southeast 9 MM LLC,
a Delaware limited liability company
its managing member

By: 

Russell Condas, Vice President

[Exhibits Begin on Next Page]

EXHIBIT A

Description of the Premises

Please see the attached document.



DESCRIPTION OF
SOUTHEAST 9 PERCENT
PARCEL 14B
FAIRFAX COUNTY REDEVELOPMENT AND HOUSING AUTHORITY
BRADDOCK DISTRICT
FAIRFAX COUNTY, VIRGINIA

Beginning at a point within Parcel 14-A, being the property of The Board of Supervisors of Fairfax County, Virginia, said point also being the southeasterly corner of Parcel 14B as recorded by a deed of subdivision in Deed Book 27525 at Page 290, thence with the northerly lines of said Parcel 14-A the following three (3) courses:

a curve to the right whose radius is 195.65 feet, a distance of 30.73 feet and whose chord bearing and chord is N 41° 56' 25" W, 30.70 feet, respectively, to a point;

N 37° 26' 23" W, 54.38 feet to a point;

a curve to the left whose radius is 257.69 feet, a distance of 186.89 feet and whose chord bearing and chord is N 58° 12' 59" W, 182.82 feet, respectively, to a point;

thence departing the northerly line of Parcel 14-A and running through said Parcel 14B the following four (4) courses:

N 02° 01' 04" W, 58.22 feet, to a point,

S 87° 58' 56" W, 17.00 feet, to a point,

N 02° 01' 04" W, 142.60 feet, to a point,

S 82° 01' 04" E, 269.11 feet,

to a point on the westerly line of said Parcel 14-A, thence with said westerly line of said Parcel 14-A the following course:

a curve to the right whose radius is 1,119.97 feet, a distance of 327.92 feet and whose chord bearing and chord is S 05° 52' 33" W, 326.75 feet, respectively,

to the point of beginning containing 56,467 square feet or 1.29631 acres of land.

MAP #: 0561 15 0014B
 FAIRFAX COUNTY
 REDEVELOPMENT AND

12020 GOVERNMENT CENTER
 PKWY

Owner

Name	FAIRFAX COUNTY REDEVELOPMENT AND, HOUSING AUTHORITY
Mailing Address	3700 PENDER DR STE 300 FAIRFAX VA 22030
Book	27673
Page	0879

Parcel

Property Location	12020 GOVERNMENT CENTER PKWY FAIRFAX VA 22035
Map #	0561 15 0014B
Tax District	3T000
District Name	BRADDOCK TRANSPORTATION
Land Use Code	Vacant Land
Land Area (acreage)	
Land Area (SQFT)	197,414
Zoning Description	PDC(Planned Dev Commercial)
Utilities	

County Inventory of Historic Sites	NO
County Historic Overlay District	NO

For further information about the Fairfax County Historic Overlay Districts, [CLICK HERE](#)

For properties within the towns of Herndon, Vienna or Clifton please contact the town to determine if the property is within a town historic district.

Street/Road	
Site Description	COMMERCIAL RANK #7

Legal Description

Legal Description	FAIRFAX COUNTY GOVERNMENT CENTER PCL GH
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Sales History

Date	Amount Seller	Buyer
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06/02/2022	\$0 BOARD OF SUPERVISORS FAIRFAX COUNTY	FAIRFAX COUNTY REDEVELOPMENT AND
01/19/2022	\$0 BOARD OF SUPERVISORS FAIRFAX COUNTY	BOARD OF SUPERVISORS FAIRFAX COUNTY

Sales

1 of 2

Date	06/02/2022
Amount	\$0
Seller	BOARD OF SUPERVISORS FAIRFAX COUNTY
Buyer	FAIRFAX COUNTY REDEVELOPMENT AND
Notes	Transfer to nonprofit institution / govt
Deed Book and Page	27673-0879
Additional Notes	

Values

Tax Year	2024
Current Land	\$10,965,000
Current Building	\$0
Current Assessed Total	\$10,965,000
Tax Exempt	YES
Note	

Values History

Tax Year	Land	Building	Assessed Total	Tax Exempt
2023	\$10,965,000	\$0	\$10,965,000	YES

Structure

Property Name	FUT FAIRFAX ONE
Land Use Code	Vacant Land
Year Built	1700
Gross Floor Area	0
Units (if applicable)	
Stories	
Construction Type	
Exterior Walls	
Floor	
Roof	
Elevator	
Element #	E06315007
Note	THIS COMMERCIAL PROPERTY MAY BE COMPRISED OF MORE THAN ONE TAX MAP PARCEL. IF SO, THE ADDITIONAL TAX MAP PARCEL(S) WILL BE LISTED BELOW.

Associated Parcels

Structure Summary

Property Name	Land Use Code	Year Built	GFA	Units
FUT FAIRFAX ONE	Vacant Land	1700	0	

General Information

Need Help?

For questions and requests for information about the Real Estate site, call 703-222-8234 or [CLICK HERE](#)

Disclaimer/Privacy Policy

Under Virginia State law these records are public information. Display of this information on the Internet is specifically authorized by Va. Code 58.1-3122.2 (1998). See the [Virginia State Code](#) to read the pertinent enabling statute.

If you believe any data provided is inaccurate or if you have any comments about this site, we would like to hear from you. Owner names will be withheld from the Internet record upon request. Comments or requests may be made via e-mail to the Real Estate Division at [Real Estate Division](#) or by phone at (703) 222-8234.

While Fairfax County has attempted to ensure that the data contained in this file is accurate and reflects the property's characteristics, Fairfax County makes no warranties, expressed or implied, concerning the accuracy, completeness, reliability, or suitability of this data. Fairfax County does not assume any liability associated with the use or misuse of this data.

Last Refresh

Date

Data last refreshed: 12/Mar/2024 DB:PORA34CUR

Source: Fairfax County Department
of Tax Administration, Real Estate Division.

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Klein Hornig LLP
1325 G Street NW, Suite 770
Washington, DC 20005
Attn: Erik T. Hoffman

**SHARED USE EASEMENT AGREEMENT
(Residences at Government Center 2 – SE9 and
Residences at Government Center 2 – NE9)**

THIS SHARED USE EASEMENT AGREEMENT (this “Agreement”) is made as of March 13, 2024, by and between **RGC2 Southeast 9 Owner, LLC**, a Virginia limited liability company (“SE9 Owner”) and **RGC2 Northeast 9 Owner, LLC**, a Virginia limited liability company (“NE9 Owner,” and collectively with SE9 Owner, the “RGC2 Owners”, and each an “RGC2 Owner”).

BACKGROUND

A. Fairfax County Redevelopment and Housing Authority, a subdivision of the Commonwealth of Virginia (“FCRHA”) owns certain real property in fee simple, identified as Fairfax County Tax Map Section 56-1 ((15)), Parcel 14B and located along Government Center Parkway in the Braddock Magisterial District in Fairfax County, Virginia (the “Property”).

B. Pursuant to that certain Amended and Restated Option to Lease between FCRHA and SE9 Owner, dated March 11, 2024 (the “SE9 Site Lease”), FCRHA will lease a certain portion of the Property to SE9 Owner (“SE9 Site”), as more particularly described in Exhibit A.

C. Pursuant to that certain Option to Lease between FCRHA and NE9 Owner, dated March 10, 2023, FCRHA will lease a certain portion of the Property to NE9 Owner (“NE9 Site”), as more particularly described in Exhibit A.

D. SE9 Owner will construct, develop, finance, own, lease and operate a 66-unit multifamily housing development to be owned and operated as an affordable multifamily rental housing project to be known as Residences at Government Center 2 – SE9, located on the SE9 Site in Fairfax County, Virginia (“SE9 Project”). The SE9 Owner will construct one residential building on the SE9 Site (the “SE9 Building”).

E. NE9 Owner will construct, develop, finance, own, lease and operate a 70-unit multifamily housing development, along with associated parking as hereinafter described, to be owned and

operated as an affordable multifamily rental housing project to be known as Residences at Government Center 2 – NE9, located on the NE9 Site in Fairfax County, Virginia (the “NE9 Project,” and collectively with SE9 Project, the “Projects”). The NE9 Owner will construct one residential building on the NE9 Site (the “NE9 Building”).

F. The NE9 Building will contain a 10,250 gross square foot daycare facility (the “Daycare Facility”).

G. The Owners wish to establish a permanent non-exclusive easement over across and through the roads, walkways, right-of-ways of the NE9 Site and to access and share the use of the NE9 Site’s Daycare Facility pursuant to the terms and conditions set forth herein.

H. All areas of the NE9 Site and the SE9 Site referred to and described herein shall be as further depicted and identified in the site depiction provided in Exhibit B.

AGREEMENT

In consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Grant of Access Easements.

1.1. NE9 Site. NE9 Owner hereby establishes on the NE9 Site for the benefit of the SE9 Owner and all those claiming by, under or through the owner of SE9 Site, including SE9 Owner and its tenants, licensees and invitees, a permanent non-exclusive, appurtenant easement for (i) pedestrian and vehicular ingress, egress, and passage way in, through, over, and across the roads, walkways and right-of-ways of NE9 Site (the “NE9 Site Right of Way Areas” and collectively with the Daycare Facility for use by tenants of SE9 Owner who are clients of such facility pursuant to all terms and requirements of such facility, “NE9 Site Shared Use Area”), (ii) to access and share the use of the Daycare Facility located on the NE9 Site subject to the restrictions contained herein (the “NE9 Site Access Easement”). NE9 Owner hereby consents to the granting of such easement.

2. Term. This Agreement commences on the date set forth above and, unless sooner terminated in accordance with its terms, will continue in perpetuity unless each of the RGC2 Owners agrees to terminate the Agreement.

3. Use of Shared Use Areas.

3.1. During the Term, the SE9 Owner and any of their tenants, licensees and invitees will have the right to access and use (i) the NE9 Site Right of Way Areas on a shared basis at times subject to reasonable rules, regulations and procedures established by NE9 Owner and (ii) the Daycare Facility during such days and hours as specified by NE9 Owner, which will generally include regular business hours.

3.2. The permitted uses of the NE9 Site Shared Use Area will be as designated by NE9 Owner and SE9 Owner and its tenants, licensees and invitees may not use these areas for any other purposes without the prior written consent of NE9 Owner.

3.3. SE9 Owner will comply with all rules, regulations and procedures of NE9 Owner with respect to the NE9 Site. All such rules, regulations and procedures will be reasonably determined, uniformly applied, will be posted and/or provided to SE9 Owner and its tenants, and if and when revised, will be provided to SE9 Owner and its tenants prior to being implemented, except in the case of an emergency as NE9 Owner will reasonably determine. SE9 Owner will conduct its activities on and about the NE9 Site Shared Use Area in a professional and responsible manner, in compliance with all laws, regulations and ordinances.

4. Maintenance; Shared Use Payments for Shared Use Areas. All operating, maintenance, repair, and/or replacement costs (including, without limitation, utility charges and allocable shares of insurance expenses) incurred for the NE9 Shared Use Area (“Costs”) shall be the sole responsibility of the NE9 Owner. NE9 Owner agrees to construct and maintain the NE9 Shared Use Area in good condition.

5. Default and Termination.

5.1. This Agreement will be terminable by either party in the event that a party fails to perform any of its material covenants, agreements or obligations under this Agreement and such default is not corrected within 60 days after written notice thereof or within such longer time as is reasonably required (not to exceed 120 days) provided such party is diligently proceeding to cure the default and provides the other parties with regular updates.

5.2. In the event of a default, if one of the non-defaulting the parties makes any expenditures or incurs any obligations for the payment of money in connection with such default, including without limitation reasonable attorney’s fees, then such sums or obligations incurred, with interest per annum at the maximum rate permitted by Virginia law on any unpaid balance and costs, will be paid to the non-defaulting party by the defaulting party.

6. Indemnification. Each RGC2 Owner (the “Indemnifying Party”) does hereby indemnify and defend the other RGC2 Owner (each an “Indemnified Party” and, collectively, the “Indemnified Parties”) and each such Indemnified Party’s members, representatives, officers, contractors, agents, invitees, licensees or employees harmless from and against any and all

liabilities, damages, expenses, causes of action, suits, claims or judgments arising from, in connection with or relating to personal injury, death or property damage occurring as a result of acts or omissions of the Indemnifying Party or its representatives, officers, contractors, agents, invitees, licensees or employees in connection with their exercise of their rights hereunder.

7. No Cross Default. Notwithstanding anything in this Agreement to the contrary, a default under this Agreement with respect to the NE9 Site (or one of the RGC2 Owners) will not, in and of itself, with respect to the other SE9 Site (or the other RGC2 Owners), cause a default under, or give rise to a termination of, this Agreement, or any other agreement to which the other RGC2 Owner is a party.

8. Miscellaneous Provisions.

8.1. Successors and Assigns. Except as herein otherwise provided, the terms and provisions of this Agreement will be binding upon and inure to the benefit of the heirs, legal representatives, successors and assigns, respectively, of each of the Owners.

8.2. Entire Agreement. This instrument constitutes the entire and only agreement between the parties, and no oral statements or representations or prior written matters not contained in this Agreement will have any force and effect. No subsequent amendments, changes or additions to this Agreement will be binding upon an Owner unless reduced to writing and duly executed by each of the Owners. Any pronouns will be read in the singular or plural in such gender as the context may require or permit.

8.3. Estoppel Certificate. Upon request of an Owner, the other Owners will execute a customary form of estoppel certificate concerning this Agreement and the status of any known defaults.

8.4. Validity of Agreement in Event of Replat. In the event that there is a replat of the NE9 Site, the terms and conditions of this Agreement will still be valid and all terms and conditions will remain in effect except that the site of the lot that was replatted will include the replatted lot.

8.5. Governing Law. This Agreement is a sealed instrument and will be construed in accordance with the laws of the Commonwealth of Virginia.

8.6. Counterparts. This Agreement may be executed in any number of counterparts, each of which will constitute an original as against any party whose signature appears on it, and all of which will together constitute a single instrument. This Agreement will become binding when each party has signed at least one counterpart.

8.7. Recitals Incorporated. The recitals set forth at the beginning of this Agreement are deemed incorporated herein, and the parties hereto represent they are true, accurate and correct.

8.8. Notices. A copy of any notice sent to an Owner under this Agreement (other than an annual bill or payment thereof pursuant to Section 6) will be simultaneously sent to:

If to NE9 Owner:

RGC2 Northeast 9 Owner, LLC,
C/O Lincoln Avenue Communities
401 Wilshire Blvd., 11th Floor
Santa Monica, CA 90401

and a copy to:

Klein Hornig LLP
1325 G Street NW, Suite 700
Washington, DC 20005
Attention: Erik T. Hoffman

If to SE9 Owner:

RGC2 Southeast 9 Owner, LLC,
C/O Lincoln Avenue Communities
401 Wilshire Blvd., 11th Floor
Santa Monica, CA 90401

and a copy to:

Klein Hornig LLP
1325 G Street NW, Suite 700
Washington, DC 20005
Attention: Erik T. Hoffman

[Signatures follow]

IN WITNESS WHEREOF, the parties have executed and delivered this Shared Use Easement Agreement as of the date first above written.

RGC2 SOUTHEAST 9 OWNER LLC,
a Virginia limited liability company

By: RGC2 Southeast 9 MM LLC,
a Delaware limited liability company
its managing member

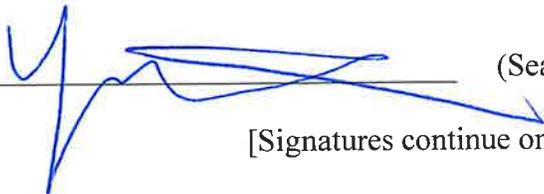
By: 
Russell Condas, Vice President

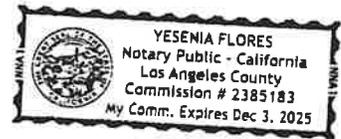
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of the document.

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

On March 13th, 2024 before me, Yesenia Flores, Notary Public, personally appeared Russell Condas who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature  (Seal)
[Signatures continue on next page.]



RGC2 NORTHEAST 9 OWNER LLC,
a Virginia limited liability company

By: RGC2 Northeast 9 MM LLC,
a Delaware limited liability company
its managing member

By: 

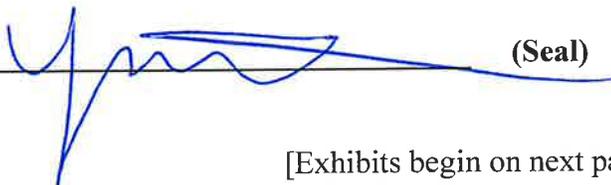
Russell Condas, Vice President

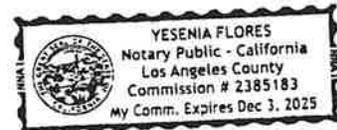
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of the document.

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

On March 13th, 202_ before me, Yesenia Flores, Notary Public, personally appeared Russell Condas who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature  (Seal)



[Exhibits begin on next page.]

EXHIBIT A

Legal Descriptions for NE9 Site

NE9 SITE:

DESCRIPTION OF
NORTHEAST 9 PERCENT
PARCEL 14B
FAIRFAX COUNTY REDEVELOPMENT AND HOUSING AUTHORITY
BRADDOCK DISTRICT
FAIRFAX COUNTY, VIRGINIA

Beginning at a point within Parcel 14-A being the property of The Board of Supervisors of Fairfax County, Virginia, said point also being the northeasterly corner of Parcel 14B as recorded by a deed of subdivision in Deed Book 27525 at Page 290, thence with the westerly lines of said Parcel 14-A the following two (2) courses:

S 23° 19' 13" W, 51.51 feet to the point;

with a curve to the left whose radius is 1,119.97 feet, a distance of 177.03 feet and whose chord bearing and chord is S 18° 47' 31" W, 176.84 feet respectively, to a point;

thence departing the westerly line of Parcel 14-A and running through said Parcel 14B the following six (6) courses:

N 82° 01' 04" W, 213.26 feet, to a point,

N 02° 01' 04" W, 123.29 feet, to a point,

N 26° 07' 48" E, 53.19 feet, to a point,

N 17° 58' 56" E, 32.25 feet, to a point,

S 72° 01' 04" E, 25.00 feet, to a point,

N 17° 58' 56" E, 60.03 feet,

to a point on the southerly line of said Parcel 14-A, thence with said southerly line of said Parcel 14-A the following four (4) courses:

with a curve to the right whose radius is 630.28 feet, a distance of 5.59 feet and whose chord bearing and chord is S 79° 51' 47" E, 5.59 feet respectively, to a point;

S 79° 36' 32" E, 77.51 feet to a point;

with a curve to the right whose radius is 200.50 feet, a distance of 41.80 feet and whose chord bearing and chord is S 73° 38' 15" E, 41.72 feet respectively, to a point;

S 67° 39' 58" E, 103.16 feet,

to the point of beginning containing 58,888 square feet or 1.35188 acres of land.

Legal Description for SE9 Site

SE9 Site:

DESCRIPTION OF
SOUTHEAST 9 PERCENT
PARCEL 14B
FAIRFAX COUNTY REDEVELOPMENT AND HOUSING AUTHORITY
BRADDOCK DISTRICT
FAIRFAX COUNTY, VIRGINIA

Beginning at a point within Parcel 14-A, being the property of The Board of Supervisors of Fairfax County, Virginia, said point also being the southeasterly corner of Parcel 14B as recorded by a deed of subdivision in Deed Book 27525 at Page 290, thence with the northerly lines of said Parcel 14-A the following three (3) courses:

a curve to the right whose radius is 195.65 feet, a distance of 30.73 feet and whose chord bearing and chord is N 41° 56' 25" W, 30.70 feet, respectively, to a point;

N 37° 26' 23" W, 54.38 feet to a point;

a curve to the left whose radius is 257.69 feet, a distance of 186.89 feet and whose chord bearing and chord is N 58° 12' 59" W, 182.82 feet, respectively, to a point;

thence departing the northerly line of Parcel 14-A and running through said Parcel 14B the following four (4) courses:

N 02° 01' 04" W, 58.22 feet, to a point,

S 87° 58' 56" W, 17.00 feet, to a point,

N 02° 01' 04" W, 142.60 feet, to a point,

S 82° 01' 04" E, 269.11 feet,

to a point on the westerly line of said Parcel 14-A, thence with said westerly line of said Parcel 14-A the following course:

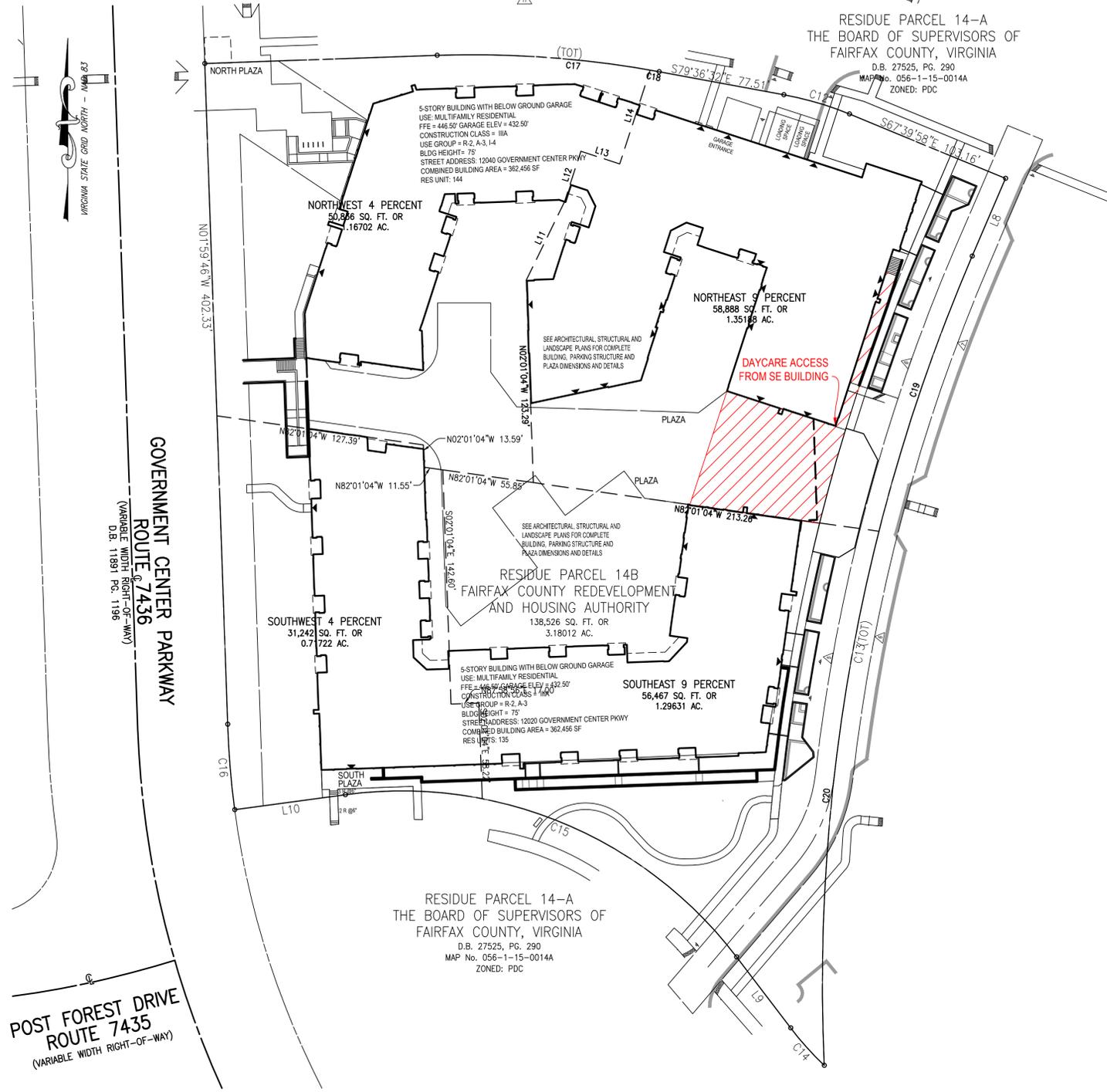
a curve to the right whose radius is 1,119.97 feet, a distance of 327.92 feet and whose chord bearing and chord is S 05° 52' 33" W, 326.75 feet, respectively,

to the point of beginning containing 56,467 square feet or 1.29631 acres of land.

EXHIBIT B

Site Depiction

See attached.



CURVE TABLE

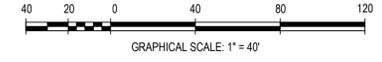
CURVE	ARC LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C12	41.80'	200.50'	11°56'37"	20.97'	41.72'	S73°38'15"E
C13	504.95'	1119.97'	25°49'56"	256.84'	500.68'	S10°24'15"W
C14	30.73'	195.65'	9°00'03"	15.40'	30.70'	N41°56'25"W
C15	271.00'	257.69'	60°15'16"	149.54'	258.68'	N67°33'58"W
C16	52.20'	520.00'	5°45'05"	26.12'	52.18'	N04°45'26"W
C17	130.68'	630.28'	11°52'45"	65.57'	130.44'	N86°03'25"W
C18	5.59'	630.28'	0°30'31"	2.80'	5.59'	N79°51'47"W
C19	177.03'	1119.97'	9°03'23"	88.70'	176.84'	S18°47'31"W
C20	327.92'	1119.97'	16°46'33"	165.14'	326.75'	S05°52'33"W

LINE TABLE

LINE	BEARING	DISTANCE
L8	S23°19'13"W	51.51'
L9	N37°26'23"W	54.38'
L10	S82°18'27"W	68.18'
L11	N26°07'48"E	53.19'
L12	N17°58'56"E	32.25'
L13	S72°01'04"E	25.00'
L14	N17°58'56"E	60.03'

RESIDENCES AT GOVERNMENT CENTER II

SHARED USE AGREEMENT EXHIBIT A
 SCALE: 1" = 40'
 MARCH 13, 2024



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

X 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: [Signature]

Date: 3/4/24

Printed Name: Stacey Smith

RESNET Rater

Resnet Provider Agency
Viridiant

Signature [Signature]

Provider Contact and Phone/Email (804) 225-9843 / sean.shanley@viridiant.org

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2023-08-14

Registry ID:

Ekotrope ID: vob3qNxd

HERS® Index Score:

51

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

\$811

*Relative to an average U.S. home

Home:

12020 Government Center Parkway
Fairfax, VA 22305

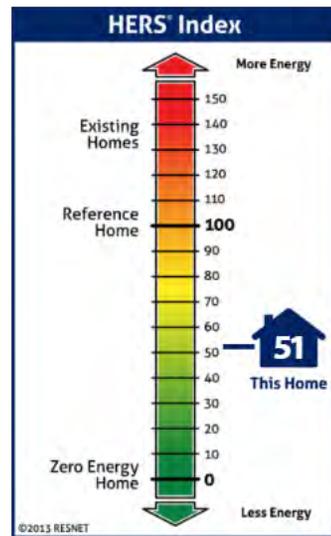
Builder:

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	3.3	\$111
Cooling	1.5	\$52
Hot Water	4.3	\$147
Lights/Appliances	10.6	\$359
Service Charges		\$79
Generation (e.g. Solar)	0.0	\$0
Total:	19.8	\$747

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:	A1
Community:	N/A
Conditioned Floor Area:	702 ft ²
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 7.5 HSPF2
Primary Cooling System:	Air Source Heat Pump • Electric • 14.3 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	5 ACH50 (Adjusted Infiltration: 0.61 ACH50)
Ventilation:	30 CFM • 35 Watts • ERV
Duct Leakage to Outside:	4 CFM @ 25Pa (0.57 / 100 ft ²)
Above Grade Walls:	R-13
Ceiling:	Adiabatic, R-11
Window Type:	U-Value: 0.32, 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: 1/17/24 at 12:59 PM



Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2023-08-14
Registry ID:
Ekotrope ID: vpOQQq7d

HERS® Index Score:

55

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:
12020 Government Center Parkway
Fairfax, VA 22305

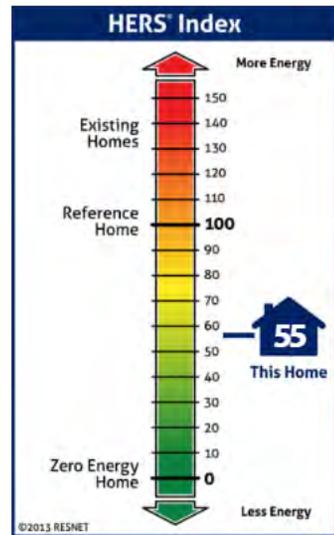
Builder:

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	3.8	\$129
Cooling	1.9	\$64
Hot Water	4.3	\$147
Lights/Appliances	10.5	\$355
Service Charges		\$79
Generation (e.g. Solar)	0.0	\$0
Total:	20.6	\$773

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:	A1
Community:	N/A
Conditioned Floor Area:	702 ft ²
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 7.5 HSPF2
Primary Cooling System:	Air Source Heat Pump • Electric • 14.3 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	5 ACH50 (Adjusted Infiltration: 1.95 ACH50)
Ventilation:	30 CFM • 35 Watts • ERV
Duct Leakage to Outside:	4 CFM @ 25Pa (0.57 / 100 ft ²)
Above Grade Walls:	R-13
Ceiling:	Vaulted Roof, R-31
Window Type:	U-Value: 0.32, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	R-11

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: 1/17/24 at 12:59 PM



Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2023-08-14

Registry ID:

Ekotrope ID: L9MeYK4L

HERS® Index Score:

54

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:

12020 Government Center Parkway
Fairfax, VA 22305

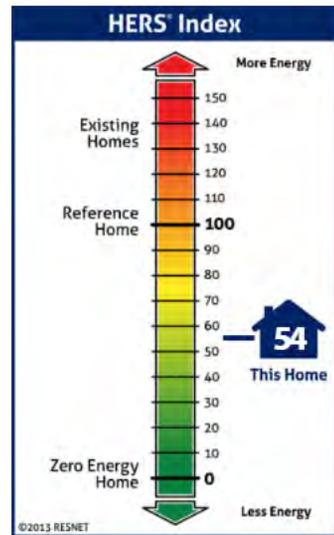
Builder:

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	3.5	\$117
Cooling	1.6	\$53
Hot Water	5.4	\$181
Lights/Appliances	10.6	\$359
Service Charges		\$79
Generation (e.g. Solar)	0.0	\$0
Total:	21.1	\$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:	A3
Community:	N/A
Conditioned Floor Area:	704 ft ²
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 7.5 HSPF2
Primary Cooling System:	Air Source Heat Pump • Electric • 14.3 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	5 ACH50 (Adjusted Infiltration: 0.59 ACH50)
Ventilation:	30 CFM • 35 Watts • ERV
Duct Leakage to Outside:	4 CFM @ 25Pa (0.57 / 100 ft ²)
Above Grade Walls:	R-13
Ceiling:	Adiabatic, R-11
Window Type:	U-Value: 0.32, 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: 1/17/24 at 12:59 PM



Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2023-08-14

Registry ID:

Ekotrope ID: vPakkkK2

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

\$723

*Relative to an average U.S. home

Home:

12020 Government Center Parkway
Fairfax, VA 22305

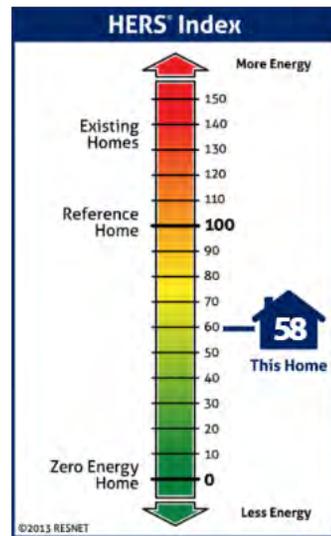
Builder:

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	4.0	\$135
Cooling	1.9	\$65
Hot Water	5.4	\$181
Lights/Appliances	10.5	\$356
Service Charges		\$79
Generation (e.g. Solar)	0.0	\$0
Total:	21.8	\$816

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:	A3
Community:	N/A
Conditioned Floor Area:	704 ft ²
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 7.5 HSPF2
Primary Cooling System:	Air Source Heat Pump • Electric • 14.3 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	5 ACH50 (Adjusted Infiltration: 1.93 ACH50)
Ventilation:	30 CFM • 35 Watts • ERV
Duct Leakage to Outside:	4 CFM @ 25Pa (0.57 / 100 ft ²)
Above Grade Walls:	R-13
Ceiling:	Vaulted Roof, R-31
Window Type:	U-Value: 0.32, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	R-11

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: 1/17/24 at 12:59 PM



Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2023-08-14
Registry ID:
Ekotrope ID: dma6maMd

HERS® Index Score:

53

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

\$804

*Relative to an average U.S. home

Home:
12020 Government Center Parkway
Fairfax, VA 22305

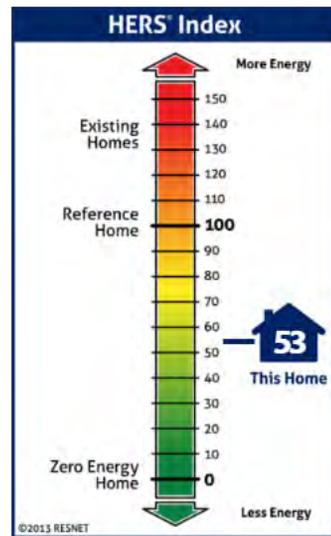
Builder:

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	2.7	\$93
Cooling	1.7	\$59
Hot Water	4.3	\$144
Lights/Appliances	11.5	\$389
Service Charges		\$79
Generation (e.g. Solar)	0.0	\$0
Total:	20.3	\$764

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:	B1
Community:	N/A
Conditioned Floor Area:	828 ft ²
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 7.5 HSPF2
Primary Cooling System:	Air Source Heat Pump • Electric • 14.3 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.95 Energy Factor
House Tightness:	5 ACH50 (Adjusted Infiltration: 0.81 ACH50)
Ventilation:	25 CFM • 35 Watts • ERV
Duct Leakage to Outside:	4 CFM @ 25Pa (0.48 / 100 ft ²)
Above Grade Walls:	R-21
Ceiling:	Adiabatic, R-11
Window Type:	U-Value: 0.32, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	R-11

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: 1/17/24 at 12:59 PM



Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2023-08-14

Registry ID:

Ekotrope ID: vngDDP92

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

\$812

*Relative to an average U.S. home

Home:

12020 Government Center Parkway
Fairfax, VA 22305

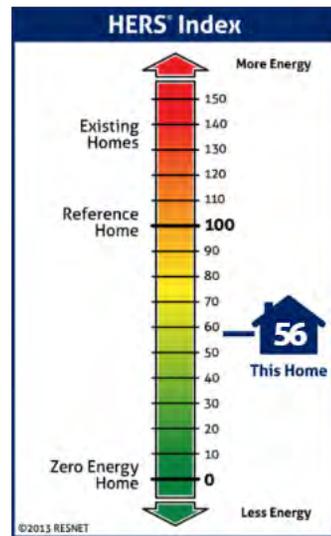
Builder:

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	4.6	\$154
Cooling	2.2	\$75
Hot Water	4.3	\$144
Lights/Appliances	11.1	\$374
Service Charges		\$79
Generation (e.g. Solar)	0.0	\$0
Total:	22.2	\$827

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:	B1
Community:	N/A
Conditioned Floor Area:	828 ft ²
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 7.5 HSPF2
Primary Cooling System:	Air Source Heat Pump • Electric • 14.3 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	5 ACH50 (Adjusted Infiltration: 2.21 ACH50)
Ventilation:	30 CFM • 35 Watts • ERV
Duct Leakage to Outside:	4 CFM @ 25Pa (0.48 / 100 ft ²)
Above Grade Walls:	R-21
Ceiling:	Vaulted Roof, R-31
Window Type:	U-Value: 0.32, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	R-11

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: 1/17/24 at 12:59 PM



Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2023-08-14

Registry ID:

Ekotrope ID: d4roG4E2

HERS® Index Score:

51

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

\$1,016

*Relative to an average U.S. home

Home:

12020 Government Center Parkway
Fairfax, VA 22305

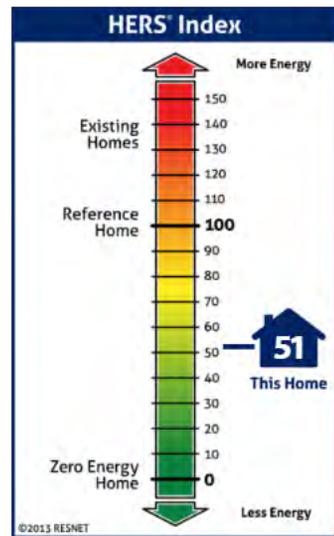
Builder:

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	3.7	\$125
Cooling	2.0	\$67
Hot Water	6.8	\$231
Lights/Appliances	13.1	\$443
Service Charges		\$79
Generation (e.g. Solar)	0.0	\$0
Total:	25.7	\$945

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:	C1, C10
Community:	N/A
Conditioned Floor Area:	1,084 ft ²
Number of Bedrooms:	2
Primary Heating System:	Air Source Heat Pump • Electric • 7.5 HSPF2
Primary Cooling System:	Air Source Heat Pump • Electric • 14.3 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	5 ACH50 (Adjusted Infiltration: 0.76 ACH50)
Ventilation:	35 CFM • 35 Watts • ERV
Duct Leakage to Outside:	4 CFM @ 25Pa (0.37 / 100 ft ²)
Above Grade Walls:	R-21
Ceiling:	Adiabatic, R-11
Window Type:	U-Value: 0.32, 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: 1/17/24 at 12:59 PM



Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2023-08-14
Registry ID:
Ekotrope ID: dWPamEv

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

\$939

*Relative to an average U.S. home

Home:
12020 Government Center Parkway
Fairfax, VA 22305

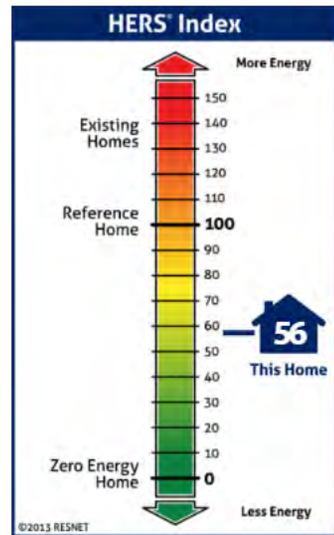
Builder:

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	4.5	\$150
Cooling	2.5	\$85
Hot Water	6.8	\$230
Lights/Appliances	13.0	\$437
Service Charges		\$79
Generation (e.g. Solar)	0.0	\$0
Total:	26.8	\$981

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:	C1, C10
Community:	N/A
Conditioned Floor Area:	1,084 ft ²
Number of Bedrooms:	2
Primary Heating System:	Air Source Heat Pump • Electric • 7.5 HSPF2
Primary Cooling System:	Air Source Heat Pump • Electric • 14.3 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	5 ACH50 (Adjusted Infiltration: 2.25 ACH50)
Ventilation:	35 CFM • 35 Watts • ERV
Duct Leakage to Outside:	4 CFM @ 25Pa (0.37 / 100 ft ²)
Above Grade Walls:	R-21
Ceiling:	Vaulted Roof, R-31
Window Type:	U-Value: 0.32, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	R-11

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: 1/17/24 at 12:59 PM



Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2023-08-14

Registry ID:

Ekotrope ID: 2lm1naRL

HERS® Index Score:

52

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

\$992

*Relative to an average U.S. home

Home:

12020 Government Center Parkway
Fairfax, VA 22305

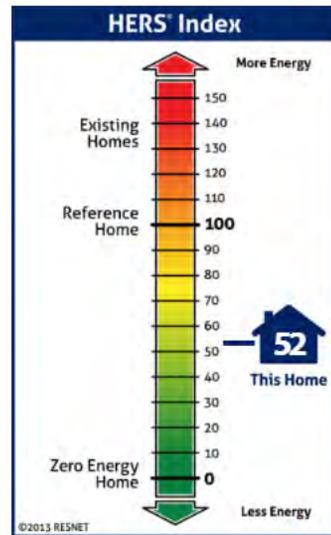
Builder:

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	4.2	\$140
Cooling	2.1	\$70
Hot Water	7.0	\$235
Lights/Appliances	12.6	\$426
Service Charges		\$79
Generation (e.g. Solar)	0.0	\$0
Total:	25.8	\$950

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:	C2
Community:	N/A
Conditioned Floor Area:	978 ft ²
Number of Bedrooms:	2
Primary Heating System:	Air Source Heat Pump • Electric • 7.5 HSPF2
Primary Cooling System:	Air Source Heat Pump • Electric • 14.3 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	5 ACH50 (Adjusted Infiltration: 0.81 ACH50)
Ventilation:	35 CFM • 35 Watts • ERV
Duct Leakage to Outside:	4 CFM @ 25Pa (0.41 / 100 ft ²)
Above Grade Walls:	R-21
Ceiling:	Adiabatic, R-11
Window Type:	U-Value: 0.32, 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: 1/17/24 at 12:59 PM



Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2023-08-14

Registry ID:

Ekotrope ID: 2lm001zL

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

\$928

*Relative to an average U.S. home

Home:

12020 Government Center Parkway
Fairfax, VA 22305

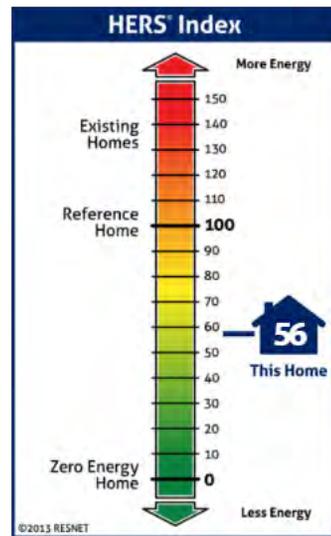
Builder:

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	4.9	\$164
Cooling	2.6	\$86
Hot Water	7.0	\$234
Lights/Appliances	12.5	\$421
Service Charges		\$79
Generation (e.g. Solar)	0.0	\$0
Total:	26.9	\$984

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:	C2
Community:	N/A
Conditioned Floor Area:	978 ft ²
Number of Bedrooms:	2
Primary Heating System:	Air Source Heat Pump • Electric • 7.5 HSPF2
Primary Cooling System:	Air Source Heat Pump • Electric • 14.3 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	5 ACH50 (Adjusted Infiltration: 2.24 ACH50)
Ventilation:	35 CFM • 35 Watts • ERV
Duct Leakage to Outside:	4 CFM @ 25Pa (0.41 / 100 ft ²)
Above Grade Walls:	R-21
Ceiling:	Vaulted Roof, R-31
Window Type:	U-Value: 0.32, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	R-11

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: 1/17/24 at 12:59 PM



Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2023-08-14

Registry ID:

Ekotrope ID: dkgbPyad

HERS® Index Score:

50

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

\$1,237

*Relative to an average U.S. home

Home:

12020 Government Center Parkway
Fairfax, VA 22305

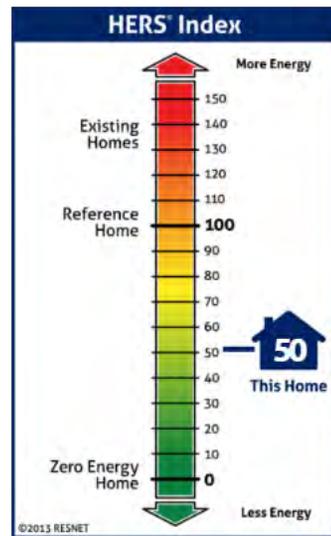
Builder:

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	4.0	\$133
Cooling	2.3	\$76
Hot Water	9.4	\$316
Lights/Appliances	15.1	\$507
Service Charges		\$79
Generation (e.g. Solar)	0.0	\$0
Total:	30.8	\$1,111

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:	E2
Community:	N/A
Conditioned Floor Area:	1,410 ft ²
Number of Bedrooms:	3
Primary Heating System:	Air Source Heat Pump • Electric • 7.5 HSPF2
Primary Cooling System:	Air Source Heat Pump • Electric • 14.3 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	5 ACH50 (Adjusted Infiltration: 0.51 ACH50)
Ventilation:	45 CFM • 35 Watts • ERV
Duct Leakage to Outside:	4 CFM @ 25Pa (0.28 / 100 ft ²)
Above Grade Walls:	R-21
Ceiling:	Adiabatic, R-11
Window Type:	U-Value: 0.32, 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: 1/17/24 at 12:59 PM



Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2023-08-14

Registry ID:

Ekotrope ID: LZg6k55d

HERS® Index Score:

55

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

\$1,135

*Relative to an average U.S. home

Home:

12020 Government Center Parkway
Fairfax, VA 22305

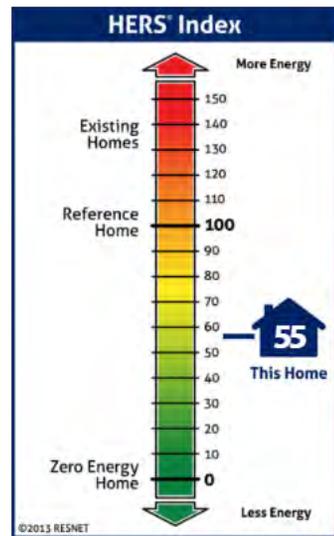
Builder:

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	4.9	\$162
Cooling	3.0	\$100
Hot Water	9.4	\$315
Lights/Appliances	15.0	\$501
Service Charges		\$79
Generation (e.g. Solar)	0.0	\$0
Total:	32.2	\$1,157

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:	E2
Community:	N/A
Conditioned Floor Area:	1,410 ft ²
Number of Bedrooms:	3
Primary Heating System:	Air Source Heat Pump • Electric • 7.5 HSPF2
Primary Cooling System:	Air Source Heat Pump • Electric • 14.3 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	5 ACH50 (Adjusted Infiltration: 2.01 ACH50)
Ventilation:	45 CFM • 35 Watts • ERV
Duct Leakage to Outside:	4 CFM @ 25Pa (0.28 / 100 ft ²)
Above Grade Walls:	R-21
Ceiling:	Vaulted Roof, R-31
Window Type:	U-Value: 0.32, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	R-11

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: 1/17/24 at 12:59 PM



Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2023-08-14

Registry ID:

Ekotrope ID: vPaVon82

HERS® Index Score:

49

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

\$1,300

*Relative to an average U.S. home

Home:

12020 Government Center Parkway
Fairfax, VA 22305

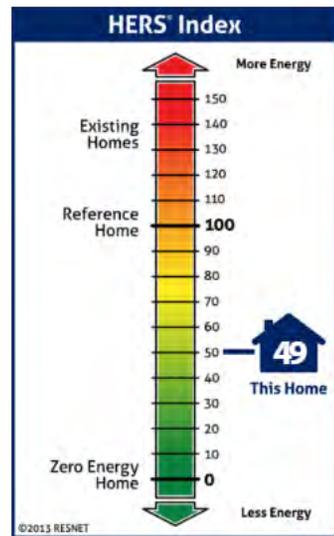
Builder:

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	5.4	\$181
Cooling	2.9	\$99
Hot Water	7.0	\$234
Lights/Appliances	14.8	\$497
Service Charges		\$79
Generation (e.g. Solar)	0.0	\$0
Total:	30.2	\$1,090

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:	E3
Community:	N/A
Conditioned Floor Area:	1,347 ft ²
Number of Bedrooms:	3
Primary Heating System:	Air Source Heat Pump • Electric • 7.5 HSPF2
Primary Cooling System:	Air Source Heat Pump • Electric • 14.3 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	5 ACH50 (Adjusted Infiltration: 1.03 ACH50)
Ventilation:	45 CFM • 35 Watts • ERV
Duct Leakage to Outside:	4 CFM @ 25Pa (0.3 / 100 ft ²)
Above Grade Walls:	R-21
Ceiling:	Adiabatic, R-11
Window Type:	U-Value: 0.32, 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: 1/17/24 at 12:59 PM



Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2023-08-14

Registry ID:

Ekotrope ID: L0Voox3v

HERS® Index Score:

54

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

\$1,205

*Relative to an average U.S. home

Home:

12020 Government Center Parkway
Fairfax, VA 22305

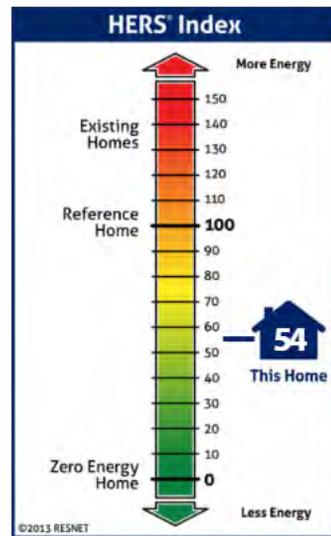
Builder:

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	6.4	\$213
Cooling	3.6	\$122
Hot Water	7.0	\$234
Lights/Appliances	14.6	\$488
Service Charges		\$79
Generation (e.g. Solar)	0.0	\$0
Total:	31.6	\$1,136

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:	E3
Community:	N/A
Conditioned Floor Area:	1,347 ft ²
Number of Bedrooms:	3
Primary Heating System:	Air Source Heat Pump • Electric • 7.5 HSPF2
Primary Cooling System:	Air Source Heat Pump • Electric • 14.3 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	5 ACH50 (Adjusted Infiltration: 2.59 ACH50)
Ventilation:	45 CFM • 35 Watts • ERV
Duct Leakage to Outside:	4 CFM @ 25Pa (0.3 / 100 ft ²)
Above Grade Walls:	R-21
Ceiling:	Vaulted Roof, R-31
Window Type:	U-Value: 0.32, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	R-11

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: 1/17/24 at 12:59 PM



Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2023-08-14

Registry ID:

Ekotrope ID: Le6Np6Od

HERS® Index Score:

52

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

\$1,180

*Relative to an average U.S. home

Home:

12020 Government Center Parkway
Fairfax, VA 22305

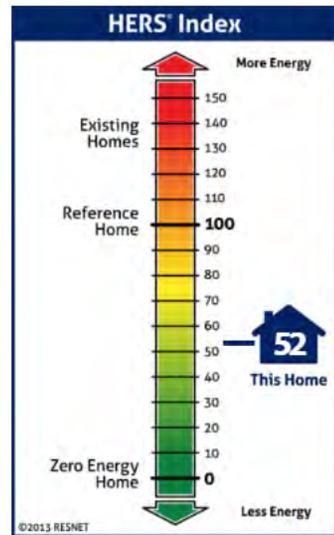
Builder:

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	4.2	\$140
Cooling	3.1	\$104
Hot Water	8.2	\$277
Lights/Appliances	15.0	\$506
Service Charges		\$79
Generation (e.g. Solar)	0.0	\$0
Total:	30.6	\$1,105

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:	E7
Community:	N/A
Conditioned Floor Area:	1,402 ft ²
Number of Bedrooms:	3
Primary Heating System:	Air Source Heat Pump • Electric • 7.5 HSPF2
Primary Cooling System:	Air Source Heat Pump • Electric • 14.3 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.95 Energy Factor
House Tightness:	5 ACH50 (Adjusted Infiltration: 1.06 ACH50)
Ventilation:	45 CFM • 35 Watts • ERV
Duct Leakage to Outside:	4 CFM @ 25Pa (0.29 / 100 ft ²)
Above Grade Walls:	R-21
Ceiling:	Adiabatic, R-11
Window Type:	U-Value: 0.32, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	R-11

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: 1/17/24 at 12:59 PM



Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2023-08-14

Registry ID:

Ekotrope ID: Le6NNqOd

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

\$1,177

*Relative to an average U.S. home

Home:

12020 Government Center Parkway
Fairfax, VA 22305

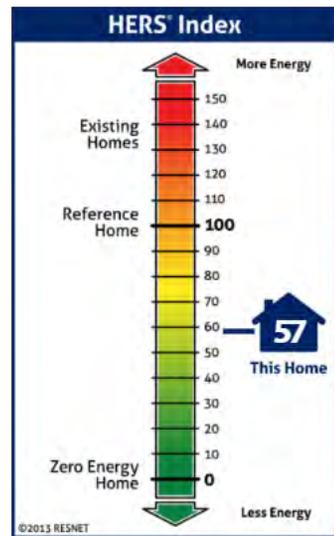
Builder:

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	7.2	\$238
Cooling	3.9	\$130
Hot Water	8.3	\$274
Lights/Appliances	14.8	\$494
Service Charges		\$79
Generation (e.g. Solar)	0.0	\$0
Total:	34.2	\$1,216

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:	E7
Community:	N/A
Conditioned Floor Area:	1,402 ft ²
Number of Bedrooms:	3
Primary Heating System:	Air Source Heat Pump • Electric • 7.5 HSPF2
Primary Cooling System:	Air Source Heat Pump • Electric • 14.3 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	5 ACH50 (Adjusted Infiltration: 2.64 ACH50)
Ventilation:	45 CFM • 35 Watts • ERV
Duct Leakage to Outside:	4 CFM @ 25Pa (0.29 / 100 ft ²)
Above Grade Walls:	R-21
Ceiling:	Vaulted Roof, R-31
Window Type:	U-Value: 0.32, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	R-11

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: 1/17/24 at 12:59 PM





Residences at Government Center 2 – SE9:

Tab F - Resident benefit resulting from installation of solar power:

The addition of solar power at the property will reduce operating expenses for common area electric. These operating cost savings are being used to fund an enhanced business center and outdoor amenity space for the use of SE9's residents. Additionally, a portion of the savings will go to fund the pro-rata share of a RGC2 development wide \$50,000 annual contribution towards resident services.

Tab G:

Zoning Certification Letter (MANDATORY)



Zoning Certification

DATE: March 5, 2024

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

RE: ZONING CERTIFICATION

Name of Development: Residences at Government Center 2 - SE9

Name of Owner/Applicant: RGC2 Southeast 9 Owner LLC

Name of Seller/Current Owner: Fairfax County Redevelopment and Housing Authority

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:
12020 Government Center Parkway, Fairfax, VA 22035

Legal Description:
See attached

Proposed Improvements:

<input checked="" type="checkbox"/> New Construction:	<u>66</u> # Units	<u>1</u> # Buildings	<u>122,850</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: The development site is zoned PDC allowing a density of 61.6 units per acre, and the following other applicable conditions: RGC2 will be developed in accordance with the Final Development Plan (FDPA-86-W-001-09) approved by Fairfax Co. BOS on 2/21/23.

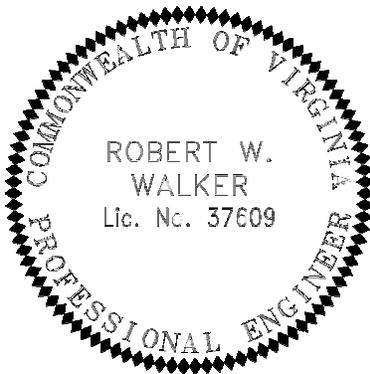
Other Descriptive Information:

RGC2 SE9 is a phase of a larger redevelopment known as Residences at Government Center 2. RGC2 is a 279 unit mixed-income mixed-use development. The development plan includes an approximate 10,250 sf daycare facility and a 5,250 sf services facility.

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.



Signature

Robert W. Walker, PE, PLA, LEED, AP

Printed Name

Chief Executive Officer

Title of Local Official or Civil Engineer

703-263-1900

Phone:

March 5, 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.



DESCRIPTION OF
SOUTHEAST 9 PERCENT
PARCEL 14B
FAIRFAX COUNTY REDEVELOPMENT AND HOUSING AUTHORITY
BRADDOCK DISTRICT
FAIRFAX COUNTY, VIRGINIA

Beginning at a point within Parcel 14-A, being the property of The Board of Supervisors of Fairfax County, Virginia, said point also being the southeasterly corner of Parcel 14B as recorded by a deed of subdivision in Deed Book 27525 at Page 290, thence with the northerly lines of said Parcel 14-A the following three (3) courses:

a curve to the right whose radius is 195.65 feet, a distance of 30.73 feet and whose chord bearing and chord is N 41° 56' 25" W, 30.70 feet, respectively, to a point;

N 37° 26' 23" W, 54.38 feet to a point;

a curve to the left whose radius is 257.69 feet, a distance of 186.89 feet and whose chord bearing and chord is N 58° 12' 59" W, 182.82 feet, respectively, to a point;

thence departing the northerly line of Parcel 14-A and running through said Parcel 14B the following four (4) courses:

N 02° 01' 04" W, 58.22 feet, to a point,

S 87° 58' 56" W, 17.00 feet, to a point,

N 02° 01' 04" W, 142.60 feet, to a point,

S 82° 01' 04" E, 269.11 feet,

to a point on the westerly line of said Parcel 14-A, thence with said westerly line of said Parcel 14-A the following course:

a curve to the right whose radius is 1,119.97 feet, a distance of 327.92 feet and whose chord bearing and chord is S 05° 52' 33" W, 326.75 feet, respectively,

to the point of beginning containing 56,467 square feet or 1.29631 acres of land.

Tab H:

Attorney's Opinion (MANDATORY)



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

March 13, 2024

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

RE: 2024 Tax Credit Reservation Request (competitive 70% present value credits)
Name of Development: Residences at Government Center 2 – SE9
Name of Owner: RGC2 Southeast 9 Owner LLC

Dear Virginia Housing:

This undersigned firm represents the above-referenced Owner as its counsel. It has received a copy of and has reviewed the completed application package dated March 13, 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 Hard Costs and Owners Costs section of the Application form, complies with all applicable requirements of the Code and Regulations.
2. Assuming that you designate the buildings in the Development as being in a difficult development area pursuant to Code Section 42(d)(5)(B)(v), the calculations (a) of the Maximum Allowable Credit available under the Code with respect to the Development and (b) of the Estimated Qualified Basis of each building in the Development comply with all applicable requirements of the Code and regulations, including the selection of credit type implicit in such calculations.
3. The appropriate type(s) of allocation(s) have been requested in the Reservation Request Information section in the Application form.
4. 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.

5. The site of the captioned Development is controlled by the Owner, as identified in the Site Control section of the Application, for a period of not less than four (4) months beyond the application deadline.
6. 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.
7. 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 compliance by the Owner with the requirements of Code Section 42(h)(1)(E), 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
Partner

Klein Hornig LLP

COUNSELORS AT LAW

1101 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

H.

Attorney's Opinion

Attorney's Opinion Letter

General Instructions

- ~~1. This Opinion **must** be included with application.~~
- ~~2. This Opinion **must** be submitted under law firm's letterhead.~~
- ~~3. The executed Opinion submitted as part of the application **must** be accompanied by a blackline showing that no changes have been made to this form beyond those necessary to complete it (e.g. filling in blanks, selecting bracketed language as appropriate).~~
- ~~4. If circumstances unique to a particular application require modification of this form, any such modification **must** be approved by Virginia Housing in writing within six months prior to the application deadline. A copy of any such approval must be included with this executed Opinion as part of the application.~~
- ~~5. **Be aware that there is a 9% version and a Tax Exempt version.** Failure to utilize the correct form or to abide by the instructions above form may result in a point penalty or rejection of the application.~~

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

Attorney's Opinion Letter

~~**Date** (Must be on or after the application date below) March 13, 2024~~

~~**To** TO: Virginia Housing
601 South Belvidere Street
Richmond, Virginia 23220~~

~~RE: 2024 Tax Credit Reservation Request (competitive 70% present value credits)
Name of Development: Residences at Government Center 2 – SE9
Name of Owner : RGC2 Southeast 9 Owner LLC~~

Dear Virginia Housing:

This undersigned firm represents the above-referenced Owner as its counsel. It has received a copy of and has reviewed the completed application package dated March 13, 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 Hard Costs and Owners Costs section of the Application form, complies with all applicable requirements of the Code and Regulations.

~~2.[Select One]~~

~~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~~

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

3. The appropriate type(s) of allocation(s) have been requested in the Reservation Request Information section in the Application form.

~~4.[Select One]~~

~~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~~

4. 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.

5. The site of the captioned Development is controlled by the Owner, as identified in the Site Control section of the Application, for a period of not less than four (4) months beyond the application deadline.
6. ~~[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.
7. ~~[Delete if inapplicable]~~ The nonprofit organizations' ownership interest in the development is as described in the Nonprofit Involvement section of the Application form.

~~8. [Delete if inapplicable] It is more likely than not that the representations made under 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.~~

~~9. [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 compliance by the Owner with the requirements of Code Section 42(h)(1)(E), 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~~

Klein Hornig, LLP

A handwritten signature in blue ink, enclosed in a blue rectangular box. The signature appears to be "Curt J. Aff" followed by a horizontal line.

Its

By: _____

Title

Erik T. Hoffman

Partner

Document comparison by Workshare Compare on Wednesday, March 13, 2024
3:58:41 PM

Input:	
Document 1 ID	iManage://cloudimanager.com/KHDOCS/1131483/1
Description	#1131483v1<cloudimanager.com> - GR2 SE9 VHDA LIHTC Application for Reservation 9% Attorneys Opinion
Document 2 ID	iManage://cloudimanager.com/KHDOCS/1131483/2
Description	#1131483v2<cloudimanager.com> - GR2 SE9 VHDA LIHTC Application for Reservation 9% Attorneys Opinion
Rendering set	Standard

Legend:	
Insertion	
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Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	15
Deletions	36
Moved from	0
Moved to	0
Style changes	0
Format changes	0
Total changes	51

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)

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 _____
- b. Name of owner/applicant _____
- c. Name of nonprofit entity _____
- d. Address of principal place of business of nonprofit entity

Indicate funding sources and amount used to pay for office space

- 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) _____
Evidenced by the following documentation _____

- g. Date of IRS 501(c)(3) or 501(c)(4) determination letter (must be prior to application deadline and copy must be attached) _____
- h. Describe exempt purposes (must include the fostering of low-income housing in its articles of incorporation) _____

- i. Expected life (in years) of nonprofit _____

Appendices continued

j. Explain the anticipated future activities of the nonprofit over the next five years:

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.)? _____

How many part time, paid staff members? _____

Describe the duties of all staff members:

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?

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.

o. List all directors of the nonprofit, their occupations, their length of service on the board, and their residential addresses _____

Appendices continued

2. Nonprofit Formation

a. Explain in detail the genesis of the formation of the nonprofit: _____

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.) _____

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.

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

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?

(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?

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:

(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):

(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 :

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?

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:

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.

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?

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.

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:

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. 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.

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:

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:

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

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:

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:

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:

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).

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).

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.

Date _____

Owner/Applicant  _____

By _____

Its _____
Title

Date _____

Nonprofit

By  _____
Board Chairman

By  _____
Executive Director

Exhibit A to Non-profit Questionnaire
Fairview Housing Partners

Development Name	State	Date of Application	Result of Applicaton	Status of the development	Non-profit Role	Ownership Status	Ownership %	JV Partner and Principal	General Contractor and Principal	Name and Principals of Management Entity
Ironwood Ranch	AZ	January 2024	Pending Award	Pending financial close	Owner	General Partner	0.005 %	Organization: Lincoln Avenue Communities Primary Principal: Jeremy Bronfman, CEO	Name of GC: CSI Construction Primary Principal: Tim Phelan, CEO	Name of PM: FPI Management Primary Principal: Dennis Treadaway, President
Gunsmoke Ranch	AZ	May 2023	Pending Award	Pending financial close	Owner	General Partner	0.005 %	Organization: Lincoln Avenue Communities Primary Principal: Jeremy Bronfman, CEO	Name of GC: BeckShar Development Primary Principal: Rick McDowell, CEO	Name of PM: FPI Management Primary Principal: Dennis Treadaway, President
South Forty	MT	November 2022	Awarded LIHTC	Stabilized Operations	Owner	Member of the GP	0.001 %	Organization: Lincoln Avenue Communities Primary Principal: Jeremy Bronfman, CEO	Name of GC: Paragon Construction Company, LLC Primary Principal: Kyle Weaver, President	Name of PM: SELDIN, LLC Primary Principal: Cindy Powers, CAO
Cottonwood Ranch	AZ	August 2022	Awarded LIHTC	Under Construction	Owner	General Partner	0.005 %	Organization: Lincoln Avenue Communities Primary Principal: Jeremy Bronfman, CEO	Name of GC: Tofel Dent Construction Primary Principal: Steven Tofel, President	Name of PM: FPI Management Primary Principal: Dennis Treadaway, President
Starling Senior Lofts	IL	February 2023	Awarded LIHTC	Pending financial close	Owner	Member of GP	50.1 %	Organization: Lincoln Avenue Communities Primary Principal: Jeremy Bronfman, CEO	Name of GC: Skender Construction Primary Principal: Justin Brown, President and CEO	Name of PM: KMG Prestige Primary Principal: Paul Spencer, President
Willis Senior Lofts	IL	February 2022	Awarded LIHTC	Under Construction	Owner	Member of GP	50.1 %	Organization: Lincoln Avenue Communities Primary Principal: Jeremy Bronfman, CEO	Name of GC: North Arrow Construction Primary Principal: John Cronin, Partner	Name of PM: KMG Prestige Primary Principal: Paul Spencer, President
Residences at Government Center - NE9	VA	March 2023	Awarded LIHTC	Pending financial close	Owner	Member of GP	10.0 %	Organization: Lincoln Avenue Communities Primary Principal: Jeremy Bronfman, CEO	Name of GC: Harkins Builders, Inc Primary Principal: Ben Nichols, President and CEO	Name of PM: The Franklin Johnston Group Primary Principal: Taylor Franklin, CEO
Residences at Government Center - NW4	VA	Jan 2024	Awarded LIHTC	Pending financial close	Owner	Member of GP	10.0 %	Organization: Lincoln Avenue Communities Primary Principal: Jeremy Bronfman, CEO	Name of GC: Harkins Builders, Inc Primary Principal: Ben Nichols, President and CEO	Name of PM: The Franklin Johnston Group Primary Principal: Taylor Franklin, CEO
Residences at Government Center - SW4	VA	Jan 2024	Awarded LIHTC	Pending financial close	Owner	Member of GP	10.0 %	Organization: Lincoln Avenue Communities Primary Principal: Jeremy Bronfman, CEO	Name of GC: Harkins Builders, Inc Primary Principal: Ben Nichols, President and CEO	Name of PM: The Franklin Johnston Group Primary Principal: Taylor Franklin, CEO
Chippenham Apartments	VA	Sept 2023	Awarded LIHTC	Pending financial close	Owner	Member of GP	0.005 %	Organization: Lincoln Avenue Communities Primary Principal: Jeremy Bronfman, CEO	Name of GC: Paragon Construction Company, LLC Primary Principal: Kyle Weaver, President	Name of PM: The Franklin Johnston Group Primary Principal: Taylor Franklin, CEO

Tab J:

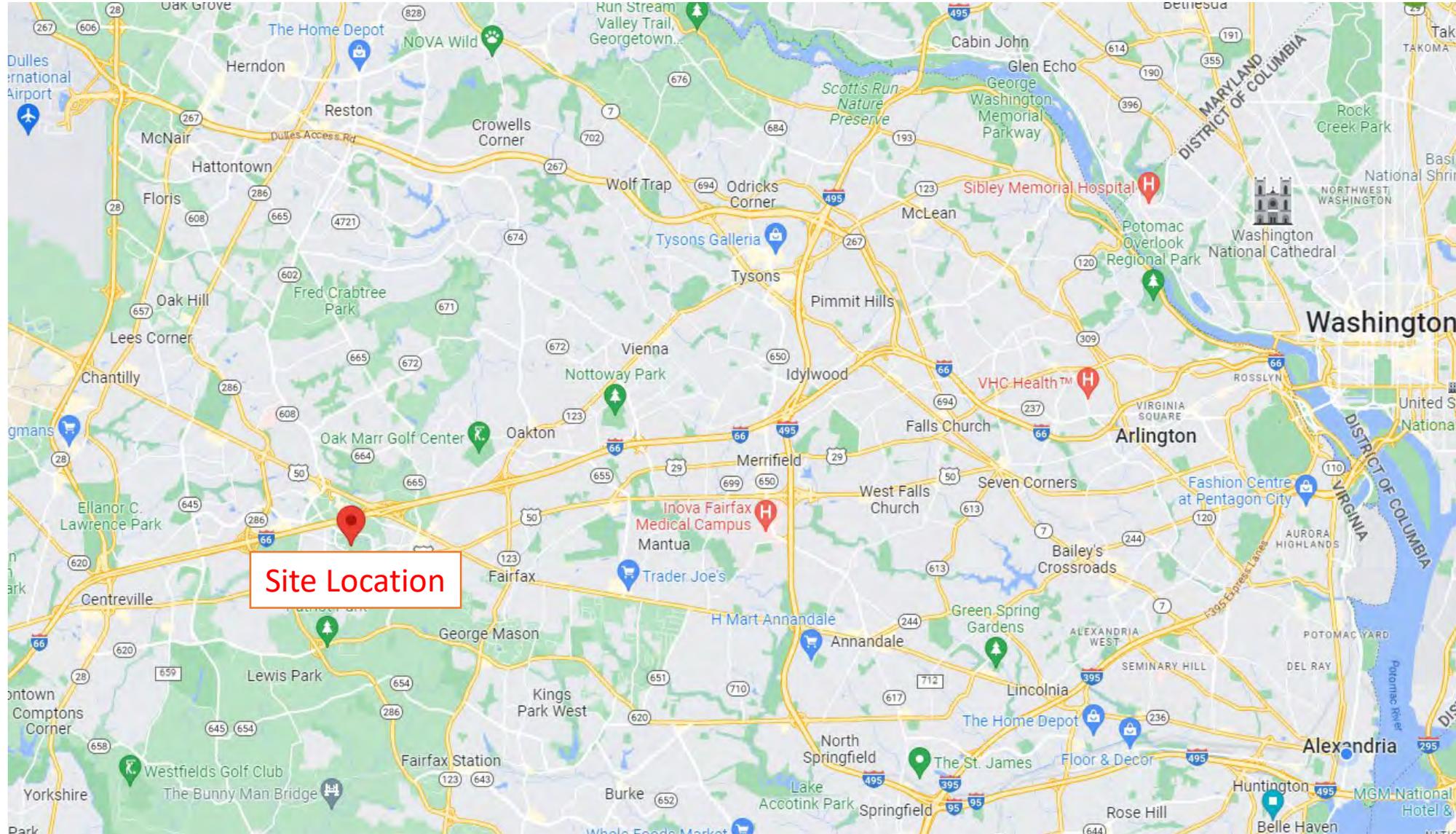
Relocation Plan and Unit Delivery Schedule
(MANDATORY-Rehab)

**Not Applicable - This deal does not
require information behind this tab.**

Tab K:

Documentation of Development Location:

**Residences at Government Center 2 - SE9
12020 Government Center Parkway
Fairfax, VA 22035**



Residences at Government Center 2 – SE9
12020 Government Center Parkway
Fairfax, VA 22035



Tab K.1

Revitalization Area Certification

RESOLUTION OF THE BOARD OF SUPERVISORS OF FAIRFAX COUNTY,
VIRGINIA DESIGNATING THE RESIDENCES AT GOVERNMENT CENTER II
REVITALIZATION AREA PURSUANT TO VIRGINIA CODE § 36-55.30:2

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium of the Government Center at 12000 Government Center Parkway, Fairfax, Virginia, on January 24, 2023, at which a quorum was present and voting, the following resolution was adopted:

WHEREAS, pursuant to the provisions of the Public-Private Education Facilities and Infrastructure Act of 2002, as amended, the LACM VA, LLC (LAC) (the “Developer”) has proposed to construct 279 affordable rental housing units (the “Development”) on a site having Fairfax County Tax Map number 56-1 ((15)), parcel 14B AND located at the existing parking lots G & H at the Government Center Complex in the Braddock District (THE “Development Site”) as shown on Attachment 3 (the “Location Map”).

WHEREAS, the Developer’s financing plan for the Development includes, among other things, an application to Virginia Housing for competitive nine percent tax credits pertaining to a portion of the proposed Development.

WHEREAS, the Virginia Housing tax credit evaluation process provides that 15 additional points may be awarded to projects that meet the definition of a revitalization area pursuant to Virginia Code § 36-55-30:2 (“Revitalization Area”) and have been so designated by resolution of the governing body in which the Revitalization Area is located.

WHEREAS, the definition of a Revitalization Area used in Virginia Code § 36-55-30:2 is separate and distinct from terms “Revitalization Area” and “Revitalization District” as used in the various comprehensive plans for Fairfax County, Virginia. Any designation of the Development Site as a Revitalization Area does not in any manner affect any areas of the County that have been, or in the future may be, determined by the Board to be Revitalization Areas or Revitalization Districts.

WHEREAS, the Development Site meets the standards for a Revitalization Area as described in Virginia Code § 36-55-30:2, namely that (i) the development of the proposed site will benefit Fairfax County, but that such area lacks the housing needed to induce, among other things, the 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.

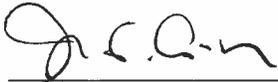
NOW, THEREFORE, THE BOARD HEREBY DETERMINES as follows:

The Development Site is hereby designated a Revitalization Area in Fairfax County, Virginia in accordance with Virginia Code § 36-55-30:2. The Board has determined that (i) the commercial or other economic development of the Revitalization Area will benefit Fairfax County, but that this area lacks the

housing needed to induce, among other things, the commercial, governmental, educational, entertainment, community development, healthcare or nonprofit enterprises or undertakings, to locate or remain in this 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 this area and will induce other persons and families to live within this area and thereby create a desirable economic mix of residents in such area.

ADOPTED this 24th day of January, 2023.

A Copy – Teste:

A handwritten signature in black ink, appearing to read "Jill G. Cooper", written over a horizontal line.

Jill G. Cooper
Clerk for the Board of Supervisors



Revitalization Area

General Instructions

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

Designation

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

1. The development is located in a Qualified Census Tract, as defined by HUD. (10 points)
2. The development is located in a census tract wherein 70% or more of the families have incomes which are ≤ 80% statewide median income. **NOTE:** These census tracts are included in the definition of target area for single-family purposes, but do not include ACEDS. (10 points)
3. The development is located in an already established redevelopment area, conservation area or rehabilitation district created by a city or county, pursuant to §36-1 et seq. Documentation must show area boundaries and support that the development lies within those boundaries. (10 points)
4. The development is located in a Housing Rehabilitation Zone established through an ordinance created by a city, county or town pursuant to §36-55.64. Documentation must include a copy of the ordinance with support that the development lies within the Rehabilitation Zone. (15 points)
5. The development is located in a defined revitalization area. Documentation must include a resolution from the locality supporting the development's location within the revitalization area. See language below. (15 points)

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

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

6. The development is located in a Qualified Opportunity Zone and has a binding commitment of funding. Documentation must include a firm commitment of funding from a Qualified Opportunity Fund (QOF). Evidence of the self-certification to become a QOF must be provided with the commitment for funding. (15 points)



Tab K.2

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

Date March 4, 2024

To Virginia Housing
601 South Belvidere Street
Richmond, Virginia 23220

RE: 2024 Tax Credit Reservation Request

Name of Development Residences at Government Center 2 - SE9

Name of Owner RGC2 Southeast 9 Owner 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.

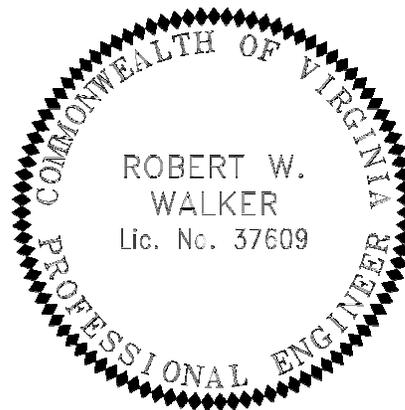
Based upon due investigation of the site and any other matters as it deemed necessary this firm certifies that: the main street boundary entrance to the property is within:

- 2,640 feet or ½ mile of the nearest access point to an existing commuter rail, light rail or subway station; **OR**
- 1,320 feet or ¼ mile of the nearest access point to an existing public bus stop.

Firm Name Gordon US, LLC

By 
Robert W. Walker, PE, PLA, LEED, AP

Its Chief Executive Officer
Title



Tab L:

PHA / Section 8 Notification Letter

Appendices continued

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 LetterDate March 10, 2024To Fairfax Co. Redevelopment & Housing Authority
3700 Pender Dr. Suite 100, Fairfax, VA 22030
Attn: Amy Ginger, Deputy Director of Operations

RE: Proposed Affordable Housing Development

Name of Development Residences at Government Center 2 - SE9Name of Owner RGC2 Southeast 9 Owner LLC

I would like to take this opportunity to notify you of a proposed affordable housing development to be completed in your jurisdiction. We are in the process of applying for federal low-income housing tax credits from Virginia Housing. We expect to make a representation in that application that we will give leasing preference to households on the local PHA or Section 8 waiting list. Units are expected to be completed and available for occupancy beginning on August 1, 2026 (date).

The following is a brief description of the proposed development:Development Address 12020 Government Center Parkway, Fairfax, VA 22035**Proposed Improvements:**

New Construction: 66 #Units 1 #Buildings
 Adaptive Reuse: _____ #Units _____ #Buildings
 Rehabilitation: _____ #Units _____ #Buildings

Proposed Rents:

Efficiencies: \$ _____ /month
 1 Bedroom Units: \$ 722 - \$1,570 /month
 2 Bedroom Units: \$ 861 - \$1,879 /month
 3 Bedroom Units: \$ 988 - \$2,164 /month
 4 Bedroom Units: \$ _____ /month

Other Descriptive Information:

RGC2 SE9 is a phase of a larger redevelopment known as Residences at Government Center 2. RGC2 is a 279 unit mixed income, mixed use development. The development plan includes an approximate 10,250 sf daycare facility and a 5,250 sf services facility. Additional resident amenities include a business center, community room, fitness facility, on-site management and garage parking.

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 (703) 554 - 5772 .

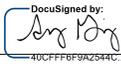
Please acknowledge receipt of this letter by signing below and returning it to me.

Sincerely yours,

Name Nicholas C. Bracco 

Title Vice President and Regional Project Partner

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

Seen and Acknowledged By 

Printed Name: Amy Ginger

Title Deputy Director, Operations

Phone 703-246-5134

Date 03/11/2024 | 11:21:39 EDT

Tab M:

Intentionally Blank

Tab N:

Homeownership Plan

**Not Applicable - This deal does not
require information behind this tab.**

Tab O:

Plan of Development Certification Letter



Plan of Development Certification

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

General Instructions

1. 'Local Certification' section must be completed by the appropriate local official
2. 'Development Description' must be provided by the Owner
3. 'Legal Description' should correspond to the site control document in the application
4. 'Other Descriptive Information' should correspond with information in the application

Any change in this form may result in a **reduction of points** under the scoring system.

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

Plan of Development Certification

DATE: March 12, 2024

TO: Virginia Housing
601 South Belvidere Street
Richmond, Virginia 23220
Attention: Stephanie Flanders

RE: PLAN OF DEVELOPMENT CERTIFICATION

Name of Development:	<u>Residences at Government Center 2 - SE9</u>
Name of Owner/Applicant:	<u>RGC2 Southeast 9 Owner LLC</u>
Name of Seller/Current Owner:	<u>Fairfax County Redevelopment and Housing Authority</u>

The above-referenced Owner/Applicant has asked this office to complete this form letter regarding the site plan of the proposed Development (more fully described below). This certification is rendered solely for the purpose of confirming the status of plan of development or site plan approval 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 Virginia Housing's Qualified Allocation Plan for housing tax credits.

DEVELOPMENT DESCRIPTION:

Development Address:
12020 Government Center Parkway, Fairfax, VA 22035

Legal Description:
See Attached

Plan of Development Number: SP-2023-00047

Proposed Improvements:

<input checked="" type="checkbox"/> New Construction:	<u>66</u>	# Units	<u>1</u>	# Buildings	<u>122,850 SF</u>	Total Floor Area
<input type="checkbox"/> Adaptive Reuse:	<u> </u>	# Units	<u> </u>	# Buildings	<u> </u>	Total Floor Area
<input type="checkbox"/> Rehabilitation:	<u> </u>	# Units	<u> </u>	# Buildings	<u> </u>	Total Floor Area

Other Descriptive Information:

RGC2- SE9 is a 66 unit phase of the larger RGC2 development. The overall development includes 279 units split into two 9/4 twinned development phases.

LOCAL CERTIFICATION:

Check one of the following as appropriate:

- The proposed development described above has an approved final plan of development or site plan (as applicable to the site). No further plan of development or site plan approval is required before issuance of a building permit.
- The proposed development is an existing development with proposed renovations and no additional plan of development approval is needed.

The above plan of development approval is in effect until: 3/12/2029

DocuSigned by:

C4CE94FDF800443...
 Signed
 Bin Zhang

Printed Name
 Branch Chief, Site Development and Inspections Division

Title
 703-324-7179

Phone
 03/13/2024 | 11:27:09 EDT

Date

NOTES TO LOCALITY:

- Return this certification to the developer for inclusion in the tax credit application package.
- Any change in this form may result in a reduction of points under the scoring system. If you have any questions, please contact the Tax Credit Allocation Department at taxcreditapps@virginiahousing.com.



DESCRIPTION OF
SOUTHEAST 9 PERCENT
PARCEL 14B
FAIRFAX COUNTY REDEVELOPMENT AND HOUSING AUTHORITY
BRADDOCK DISTRICT
FAIRFAX COUNTY, VIRGINIA

Beginning at a point within Parcel 14-A, being the property of The Board of Supervisors of Fairfax County, Virginia, said point also being the southeasterly corner of Parcel 14B as recorded by a deed of subdivision in Deed Book 27525 at Page 290, thence with the northerly lines of said Parcel 14-A the following three (3) courses:

a curve to the right whose radius is 195.65 feet, a distance of 30.73 feet and whose chord bearing and chord is N 41° 56' 25" W, 30.70 feet, respectively, to a point;

N 37° 26' 23" W, 54.38 feet to a point;

a curve to the left whose radius is 257.69 feet, a distance of 186.89 feet and whose chord bearing and chord is N 58° 12' 59" W, 182.82 feet, respectively, to a point;

thence departing the northerly line of Parcel 14-A and running through said Parcel 14B the following four (4) courses:

N 02° 01' 04" W, 58.22 feet, to a point,

S 87° 58' 56" W, 17.00 feet, to a point,

N 02° 01' 04" W, 142.60 feet, to a point,

S 82° 01' 04" E, 269.11 feet,

to a point on the westerly line of said Parcel 14-A, thence with said westerly line of said Parcel 14-A the following course:

a curve to the right whose radius is 1,119.97 feet, a distance of 327.92 feet and whose chord bearing and chord is S 05° 52' 33" W, 326.75 feet, respectively,

to the point of beginning containing 56,467 square feet or 1.29631 acres of land.

Tab P:

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

**Not Applicable - This deal does not
require information behind this tab.**

Tab Q:

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



County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

March 7, 2024

Nicholas Bracco
Vice President and Regional Project Partner
Lincoln Avenue Communities
401 Wilshire Blvd., 11th Floor
Santa Monica, CA 90401

RE: PBV Commitment Letter

Dear Mr. Bracco:

The Fairfax County Redevelopment and Housing Authority (FCRHA) has made an award of seven (7) federal project-based vouchers (PBV) to RGC2 Southeast 9 Owner LLC to develop the Residences at Government Center 2 – SE9 project with the goal of providing new housing opportunities to serve households at or below 50 percent of the Area Median Income (AMI) or for such lower income households as may be required by Virginia Housing.

As a Moving to Work agency, FCRHA was authorized in its FY2017 MTW Plan to provide a commitment of project-based vouchers utilizing an alternative competitive process. Lincoln Avenue Communities, developer and sponsor of the project, was selected to develop and construct multi-family housing under the Residences at Government Center II Multi-Family Housing (PPEA) Request for Proposals issued on August 25, 2021.

At least ninety (90) days prior to starting construction, the FCRHA must begin pre-construction reviews for U.S. Department of Housing and Urban Development (HUD) statutory requirements, including, without limitation, for subsidy layering, environmental reviews, and confirming no construction has commenced, as outlined in 24 CFR Part 983.153. Once these requirements are met, the FCRHA will enter into an Agreement to enter into a Housing Assistance Payment Contract (AHAP) with the owner. Upon completion of construction in compliance with the AHAP, the FCRHA will enter into a Project Based Voucher HAP Contract with the project owner.

If you have any questions, please contact me at 703-246-5134 or by email at Amy.Ginger@fairfaxcounty.gov.

Sincerely,
DocuSigned by:

40CFF68F9A2544C...

Amy Ginger
Deputy Director of Operations

Department of Housing and Community Development

3700 Pender Drive, Suite 100

Fairfax, Virginia 22030-7442

Tel. 703-246-5280 • Fax 703-273-2363 • TTY 703-385-3578

www.fairfaxcounty.gov/rha

Tab R:

Documentation of Utility Allowance calculation



March 4, 2024

Nick Bracco
 Lincoln Avenue Capital
 401 Wilshire Blvd, 11th floor
 Santa Monica, CA 90401
 nbracco@lincolnavenue.com

RE: Preliminary Utility Allowance for Residences at Government Center 2 - SE9

Dear Mr. Bracco,

Please see the following Preliminary Utility Allowance (UA) for Residences at Government Center 2 - SE9 located in Fairfax, Virginia. Projections were generated with the applicable rates, fees, and taxes of following providers:

Electricity:	Dominion Energy	Gas:	N/A
Water:	Fairfax Water	Trash:	N/A
Sewer:	Fairfax Water		

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	N/A	\$ 16.55	\$ 19.95	\$ 23.31	N/A
Air Conditioning	Electric	Tenant	N/A	\$ 8.28	\$ 9.97	\$ 11.65	N/A
Cooking	Electric	Tenant	N/A	\$ 6.21	\$ 7.48	\$ 8.74	N/A
Lighting	Electric	Tenant	N/A	\$ 24.83	\$ 29.92	\$ 34.96	N/A
Hot Water	Electric	Tenant	N/A	\$ 14.48	\$ 17.45	\$ 20.39	N/A
Water	-	Tenant	N/A	\$ 16.85	\$ 22.00	\$ 27.15	N/A
Sewer	-	Tenant	N/A	\$ 37.86	\$ 49.33	\$ 60.79	N/A
Trash	-	Owner	N/A	\$ -	\$ -	\$ -	N/A
Total UA costs (Unrounded)			\$ -	\$ 125.07	\$ 156.10	\$ 187.00	\$ -

**Allowances only for Residences at Government Center 2 - SE9 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,

Molly Bohan
 Assistant Project Manager

Tab S:

Supportive House Certification and/or
Resident Well Being MOU

March 1, 2024

Mr. Nicholas Bracco
Vice President & Regional Project Partner
Lincoln Avenue Communities
401 Wilshire Blvd, 11th floor
Santa Monica, CA 90401

RE: **Residences at Government Center 2 – SE9, Childcare and Community Services Support**

Dear Mr. Bracco:

Please accept this letter as a formal commitment by Cornerstones, Inc. and its intent to work with RGC2 Southeast 9 Owner LLC, Lincoln Avenue Communities and Fairview Housing Partners on the Residences at Government Center 2 - SE9 (RGC2) development project.

Cornerstones has worked for more than 50 years to build opportunities that strengthen families and our region as a whole. We are honored to work with this team in the provision of affordable, developmental childcare and other resident-informed programming, in a project so closely aligned with our mission and experience in operating childcare and community resource centers, and as a certified provider of quality supportive housing.

Since its founding in 1970, Cornerstones has grown into a respected and impactful multi-service provider of affordable housing and human services. Annually, we provide more than 16,000 instances of services to individuals and families—including more than 5,000 children—through safety-net services and programs for people in need of emergency food and shelter, affordable housing, developmental childcare, job training and other human services.

As a licensed childcare provider, Cornerstones is thrilled to operate an onsite licensed childcare facility, with a preference and discount, determined by household income and size, for residents of the Residences at Government Center 2 -SE9 development project.

This center will be modeled after our existing child development center in Reston, Virginia. Laurel Learning Center is a Fairfax County Child Care Resource Center (CCAR) site, and a Virginia Preschool Initiative (VPI) partner offering affordable childcare for infants through school-age children, with an emphasis on early childhood development, school readiness, and enriching before and after-school academic, recreational and cultural programs.

In addition to the childcare center, Cornerstones is pleased to work with the RGC2 team to facilitate activities and services at the onsite community services center. We currently operate trusted and accessible neighborhood resource centers in five underserved communities and county-owned affordable housing properties where we connect residents to co-located health and human service providers as well as our own direct service programs.

Residences at Government Center 2 SE – 9, Childcare and Community Services Support

March 1, 2024

Page Two

In 2010, Cornerstones established a center known as the Connections for Hope Partnership (C4HP) in Herndon, Virginia that brings together nonprofits, government and community partners to more effectively deliver accessible safety net services and programs that focus on family education and empowerment. As part of our intentional strategy to provide integrated services, Cornerstones co-located the center with HealthWorks of Northern Virginia, a federally qualified health center (FQHC), thus ensuring our mutual clients/patients would have access to a robust array of health and human services. C4HP is an effective model that seeks out partnerships with residents and multiple school, county, healthcare, nonprofit and business partners to strengthen our community.

As a provider of affordable, service-enriched housing, Cornerstones understands the tremendous benefit this project will bring to low-income residents in Fairfax County. We were one of five agencies selected in Northern Virginia to participate in the Northern Virginia Supportive Housing Institute operated by the national Corporation for Supportive Housing (CSH). Sponsored by Virginia Housing and the Virginia Department of Behavioral Health and Development Services (DBHDS), Cornerstones will be awarded the CSH Quality Endorsement for the development and operation of high-quality supportive housing projects.

Thank you for the opportunity to join this team. We look forward to collaborating with you to provide childcare and community services at the Residences for Government Center 2 – SE9. Please feel free to contact me at 571-323-9571 or kerrie.wilson@cornerstonesva.org.

Sincerely,

A handwritten signature in black ink that reads "Kerrie B. Wilson". The signature is fluid and cursive, with a long, sweeping underline.

Kerrie B. Wilson
CEO



February 26, 2024

Lincoln Avenue Capital
401 Wilshire Blvd
11th Floor
Santa Monica, CA 90401
Attn: Nick Bracco

RE: Residences at Government Center 2 - SE9

Dear Mr. Bracco,

Please accept this letter as a formal expression of interest from Inova Health System to partner with Lincoln Avenue Capital, Fairview Housing Partners, and Cornerstones Inc. on providing healthcare services to the future residents of the Residences at Government Center affordable housing project.

As Northern Virginia's leading nonprofit healthcare provider, Inova recognizes the healing power of community collaboration and teamwork. Inova's Community Health and Health Equity programs collaborate regularly with our community partners to address the social drivers of health for the communities we have the privilege to serve.

The pandemic has exacerbated the already significant social and health needs of many of our communities. Based on responses to our recurring Community Health Needs Assessment, we know that access to culturally appropriate, accessible healthcare and access to housing that is affordable rank among the highest needs across our community. So we are pleased to collaborate with the development team on this innovative approach to providing low-income residents with access to virtual health care services in a private setting on site.

Residents would most likely be paired with providers from our Inova Cares clinics, which provide comprehensive primary care services to patients who reflect the culturally diverse community we serve. Our clinics serve as medical homes for patients of all ages, regardless of immigration status, who qualify for Medicaid, FAMIS, Inova's Financial Assistance Program, or are uninsured. Inova is proud to offer the most generous financial assistance (charity care) policy in the Commonwealth, providing free care for uninsured or underinsured patients with family incomes up to 400% of the federal poverty level.

Collaboration and commitment are key to Inova's investment in the communities we serve. We are strong and better together. Thank you for providing this wonderful opportunity for our shared constituency and our community. We look forward to exploring how we might better serve the healthcare needs of these residents and patients.

Sincerely,

A handwritten signature in black ink that reads "Karen J. Berube".

Karen Berube, MSW, LCSW, CSAC
Chief, Community Health and Health Equity
SVP, Inova Health System

Tab T:

Funding Documentation



FAIRFAX COUNTY

FAIRFAX COUNTY REDEVELOPMENT AND HOUSING AUTHORITY

3700 Pender Drive, Suite 300
Fairfax, Virginia 22030-7444

V I R G I N I A

Telephone: (703) 246-5000 ♦ Fax: (703) 653-7130
TTY: (703) 385-3578

March 7, 2024

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

Re: Financing Commitment, RGC2 Southeast 9 Owner LLC
Residences at Government Center II, South Building, 9% Component

Ladies and Gentlemen:

The Fairfax County Redevelopment and Housing Authority ("Housing Authority") has approved and hereby issues its commitment (the "Commitment") to make a subordinate loan in the principal amount of up to \$11,000,000 (the "Loan") to RGC2 Southeast 9 Owner LLC (the "Borrower") to provide financing for Residences at Government Center II, South Building (9% Component), that is consistent with the application and approvals for such Loan (the "Project"). This Commitment 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 VH for its 2024 funding round.

The Loan will bear interest at a rate not to exceed two percent (2%) for a term of thirty (30) years, or longer to be coterminous with the senior debt. The payment of principal and interest shall be made out of a portion of cash flow.

The Loan will be made in accordance with the procedures of the Housing Authority and will be documented with the Housing Authority's form of loan documents. The Housing Authority 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.

Sincerely,

A handwritten signature in blue ink, appearing to read "Thomas E. Fleetwood", is written over a large, light blue circular stamp or watermark.

Thomas E. Fleetwood
Assistant Secretary, Fairfax County Redevelopment and Housing Authority

RESOLUTION NUMBER 02-24

Authorization, Subject to Board of Supervisors Approval, to Make Loans to Subsidiaries of Lincoln Avenue Capital up to an Aggregate Amount of \$11,000,000 to Finance Phase II of the Proposed Residences at Government Center II Development (Braddock District)

WHEREAS, Lincoln Avenue Capital (LAC) submitted requests for financing under the Fiscal Year 2024 Notice of Funding Availability (NOFA) for the proposed 135-unit Phase II (Project) of the Residences at Government Center II development located at 12000 Government Center Parkway, Fairfax, Virginia; and

WHEREAS, the Fairfax County Redevelopment and Housing Authority (FCRHA) wishes to assist LAC in the development of the Project to produce affordable multifamily rental housing in Fairfax County by providing one or more gap financing loans to subsidiaries of LAC; and

WHEREAS, the Project consists of two components, one to be funded with nine percent low-income housing tax credits (LIHTC) and one to be funded with four percent LIHTC; and

WHEREAS, LAC seeks one or more loans for the nine percent component borrower in the amount of approximately \$4,500,000 and one or more loans for the four percent component borrower in the amount of approximately \$6,500,000; and

WHEREAS, LAC seeks the flexibility to adjust the amounts of the loans between the components as design of the Project progresses, so long as the aggregate total remains no more than \$11,000,000.

NOW, THEREFORE, BE IT RESOLVED that the FCRHA, subject to approval by the Fairfax County Board of Supervisors, hereby authorizes:

- 1) Making one or more gap financing loans to the LAC subsidiary four percent component borrower for development of the Project in the amount of approximately \$6,500,000, as described in the Action Item presented to the FCRHA on January 25, 2024; and
- 2) Making one or more gap financing loans to the LAC subsidiary nine percent component borrower for development of the Project in the amount of approximately \$4,500,000, as described in the Action Item presented to the FCRHA on January 25, 2024; and
- 3) Adjustment of the component loan amounts, so long as the aggregate loan amount does not exceed \$11,000,000.

CERTIFICATION PURSUANT TO VIRGINIA CODE § 8.01-390

Pursuant to Va. Code § 8.01-390, I hereby certify that the attached document, which is identified below, is a true copy of a record of Fairfax County, Virginia.

I further certify that:

I am the custodian of the attached County record.

I am the person to whom the custodian of the attached County record reports.

Jill G. Cooper
Signature

3/4/2024
Date

Jill G. Cooper
Printed Name

Clerk for the Board of Supervisors
Title
Office of the Clerk for the Board of Supervisors

Fairfax County Record Attached:

- February 20, 2024, Clerk's Board Summary Excerpt for Action Item 7: Authorization for the Fairfax County Redevelopment and Housing Authority (FCRHA) to Make Loans to Subsidiaries of Lincoln Avenue Capital (LAC) of up to \$11,000,000 to Finance Phase II of the Residences at Government Center II Development (Braddock District)

35.

A-7 – AUTHORIZATION FOR THE FAIRFAX COUNTY REDEVELOPMENT AND HOUSING AUTHORITY (FCRHA) TO MAKE LOANS TO SUBSIDIARIES OF LINCOLN AVENUE CAPITAL (LAC) OF UP TO \$11,000,000 TO FINANCE PHASE II OF THE RESIDENCES AT GOVERNMENT CENTER II DEVELOPMENT (BRADDOCK DISTRICT)

(12:32 p.m.)

Following comments, Supervisor Walkinshaw moved that the Board concur in the recommendation of staff and authorize the FCRHA to make of up to \$11 million to LAC Phase II of the Residences at Government Center II development. The motion was multiply seconded. Following discussion regarding the motion and the need for affordable housing, the question was called on the motion and it carried by a vote of nine, Supervisor Herrity voting “NAY.”

Residences at Government Center 2 - SE9

Subsidized Ground Lease Calculation

Size of Residences at Government Center 2 parcel:	197,414 square feet
Value of Residences at Government Center 2 parcel:	\$ 10,965,000
Size of Residences of Government Center 2 - SE9 parcel:	56,467 square feet
SE9 parcel as a percentage of the total parcel:	28.6 %
Pro-rata value of Residences at Government Center 2 - SE Parcel:	\$ 3,136,356

**AMENDED AND RESTATED
OPTION TO LEASE**

(Residences at Government Center II - 9% South Project)

This Amended and Restated Option to Lease (the “Option”) is dated March 11, 2024, by and between FAIRFAX COUNTY REDEVELOPMENT AND HOUSING AUTHORITY, a subdivision of the Commonwealth of Virginia, whose business address is 12000 Government Center Parkway, Fairfax, Virginia 22035 (“Landlord” or “FCRHA”) and RGC2 SOUTHEAST 9 OWNER LLC, a Virginia limited liability company (“LAC9-South”, and its permitted successors and assigns hereinafter referred to as, Tenant) having an office at c/o Lincoln Avenue Capital, 401 Wilshire Boulevard, Suite 1070, Santa Monica, CA 90401.

WHEREAS, Landlord owns certain real property in fee simple, identified as 4.532-acre property located along Government Center Parkway, in the Braddock Magisterial District, having Fairfax County Tax Map number 56-1 ((15)), parcel 14B, and intends to lease a portion of that real property, such real property being more particularly identified on Exhibit A, attached hereto and made a part hereof, anticipated to have an address of 12020 Government Center Parkway, Fairfax, VA 22035 (the “Premises”);

WHEREAS, in order to finance in part the design, development and construction of a portion of one building (anticipated to be a condominium unit in such building with such condominium regime imposed on the leasehold interest of the Tenant and acknowledged by the Landlord), such portion consisting of approximately 66 units and certain amenities, facilities, related uses and improvements (the “Project”) on the Premises, Tenant shall apply for tax credits (“Tax Credits”) pursuant to the Virginia Housing Development Authority’s Federal Low Income Housing Tax Credit Program Application (the “Application”);

WHEREAS, Landlord wishes to grant Tenant an option to lease the Premises under a long-term ground lease, the form of which has been agreed to by Landlord and Tenant (the “Ground Lease”) and Tenant wishes to accept the option;

WHEREAS, Landlord and Tenant previously executed that certain Option to Lease regarding the Project, dated March 10, 2023 (the “Original Option”);

WHEREAS, Landlord and Tenant wish to amend and restate the Original Option to update the legal description of the Project and to clarify certain details of the Ground Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Landlord and Tenant hereby amend and restate the Original Option and agree as follows:

1. Grant of Option. Landlord, upon Tenant’s receipt of an award of Tax Credits and in consideration of \$1.00, which shall be non-refundable, paid by Tenant to Landlord, receipt of which is hereby acknowledged, grants to Tenant the exclusive right and option to lease the Premises on the following terms and conditions. If Tenant does not receive an award

of Tax Credits pursuant to the Application by the Expiration Date (defined below), this Option will automatically terminate.

2. Option Period. The term of this Option shall commence on the date first written above and continue until 5:00 p.m. on December 1, 2025 (the "Expiration Date"). If the Application is not approved for Tax Credits in or before 2025, Tenant shall have the right to re-apply for Tax Credits in calendar year 2026 by sending written notice to Landlord and, in such event, this Option shall remain in full force and effect until December 1, 2026, and if such 2026 application is unsuccessful, then Tenant shall have the right to re-apply for Tax Credits in calendar year 2027 by sending written notice to Landlord and, in such event, this Option shall remain in full force and effect until December 1, 2027 (each such later date, as applicable, the "Extended Expiration Date").

3. Ground Lease. Tenant shall be permitted to assign and encumber its leasehold interest under the Ground Lease, in accordance with the terms of the Ground Lease, as security for debt financing for the Project. This Option shall not be recorded; however, a memorandum of the Ground Lease is expected to be recorded or memorialized in the appropriate office of public records, in accordance with the laws of the Commonwealth of Virginia. All costs of transfer and such recordation will be borne by Tenant. The initial Base Rent, as defined in the Ground Lease, for the term of the Ground Lease shall be in an amount equal to Ten and 00/100 Dollars (\$10.00). The term of the Ground Lease shall be 99 years, unless otherwise terminated pursuant to the terms and conditions of the Ground Lease.

4. Exercise of Option. Tenant may exercise this Option by giving Landlord written notice, signed by Tenant, on or before the Expiration Date (or Extended Expiration Date, if applicable), subject to the approval and requirements of the FCRHA as set forth in that certain Contract to Ground Lease of even date herewith, that certain Guaranty, and such other documents as are required by the FCRHA.

5. Proof of Title. Tenant may, at Tenant's expense, obtain a title commitment for the issuance of a leasehold insurance policy for the Premises. Tenant shall deliver a copy of any such commitment to Landlord.

6. Failure to Exercise Option. If Tenant does not exercise this Option in accordance with its terms and before the Expiration Date (or Extended Expiration Date, if applicable), this Option and the rights of Tenant hereunder will automatically and immediately terminate without notice. If Tenant fails to exercise this Option, Landlord will retain the sum paid as consideration for this Option.

7. Notices. All notices provided for in this Option will be deemed to have been duly given or served as follows: (a) by personal delivery (with receipt acknowledged), (b) delivered by reputable, national overnight delivery service (with its confirmatory receipt therefor), next business day delivery specified, or (c) sent by registered or certified United States mail, postage prepaid, return receipt requested, in each case addressed to the party for whom intended at the party's address listed above.

8. Binding Effect. This Option will be binding upon and inure only to the benefit of the parties to it and of any mutually-agreed successors and/or assigns, and of any permitted assigns pursuant to a Permitted Assignment (as hereinafter defined).

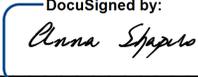
9. Assignment. Tenant may, without the prior written consent of Landlord or FCRHA, assign its interest in this Option to an entity which directly or indirectly controls, is controlled by, or is under common control with Tenant, or to any person or entity resulting from a merger or consolidation with Tenant, or to any person or entity which acquires all the assets of Tenant's business as a going concern pursuant to a written agreement, reasonably acceptable to the FCRHA, provided that (i) such assignment is not a subterfuge to avoid the application of the provisions of this Section 9, (ii) the assignee assumes, in full, the obligations of Tenant hereunder, and (iii) Tenant provides FCRHA with written notice of any such assignment at least one (1) month prior to the exercise of the Option ("Permitted Assignment"). Other than a Permitted Assignment, Tenant will not assign its interest in the Option without the prior written consent of Landlord.

[Signature Pages Follow]

In witness whereof, Landlord and Tenant have executed this Option on the date first written above.

LANDLORD:

FAIRFAX COUNTY REDEVELOPMENT AND HOUSING AUTHORITY, a political subdivision of the Commonwealth of Virginia

By: 
Name: Anna Shapiro
Title: Assistant Secretary

[Signatures Continue on Next Page]

TENANT:

RGC2 SOUTHEAST 9 OWNER LLC,
a Virginia limited liability company

By: RGC2 Southeast 9 MM LLC,
a Delaware limited liability company
its managing member

By: 

Russell Condas, Vice President

[Exhibits Begin on Next Page]

EXHIBIT A

Description of the Premises

Please see the attached document.



DESCRIPTION OF
SOUTHEAST 9 PERCENT
PARCEL 14B
FAIRFAX COUNTY REDEVELOPMENT AND HOUSING AUTHORITY
BRADDOCK DISTRICT
FAIRFAX COUNTY, VIRGINIA

Beginning at a point within Parcel 14-A, being the property of The Board of Supervisors of Fairfax County, Virginia, said point also being the southeasterly corner of Parcel 14B as recorded by a deed of subdivision in Deed Book 27525 at Page 290, thence with the northerly lines of said Parcel 14-A the following three (3) courses:

a curve to the right whose radius is 195.65 feet, a distance of 30.73 feet and whose chord bearing and chord is N 41° 56' 25" W, 30.70 feet, respectively, to a point;

N 37° 26' 23" W, 54.38 feet to a point;

a curve to the left whose radius is 257.69 feet, a distance of 186.89 feet and whose chord bearing and chord is N 58° 12' 59" W, 182.82 feet, respectively, to a point;

thence departing the northerly line of Parcel 14-A and running through said Parcel 14B the following four (4) courses:

N 02° 01' 04" W, 58.22 feet, to a point,

S 87° 58' 56" W, 17.00 feet, to a point,

N 02° 01' 04" W, 142.60 feet, to a point,

S 82° 01' 04" E, 269.11 feet,

to a point on the westerly line of said Parcel 14-A, thence with said westerly line of said Parcel 14-A the following course:

a curve to the right whose radius is 1,119.97 feet, a distance of 327.92 feet and whose chord bearing and chord is S 05° 52' 33" W, 326.75 feet, respectively,

to the point of beginning containing 56,467 square feet or 1.29631 acres of land.

Tab U:

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



Virginia Housing Free Housing Education Acknowledgement

I _____, have read, understand, and acknowledge, I have been presented information regarding the Virginia Housing free renter education to tenants.

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

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

Resident Name: _____

Resident Signature: _____

Date: _____

Tab V:

Nonprofit or LHA Purchase Option or Right of First
Refusal

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

RIGHT OF FIRST REFUSAL AGREEMENT

(Residences at Government Center 2 - SE9)

RIGHT OF FIRST REFUSAL AGREEMENT (the "Agreement") dated as of March 8, 2024 by and among **RGC2 SOUTHEAST 9 OWNER LLC**, a Virginia limited liability company (the "Owner" or the "Company"), **FAIRVIEW HOUSING PARTNERS LTD.**, a Delaware nonprofit corporation (the "Grantee"), and is consented to by **RGC2 SOUTHEAST 9 MM LLC**, a Delaware limited liability company (the "Managing Member"), **[INVESTOR ENTITY]**, a [_____] limited liability company (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 66-unit apartment project for families located in Fairfax, Virginia and commonly known as "Residences at Government Center 2 - SE9" (the "Project"). The real property comprising the Project is legally defined on **Exhibit A**.
- B. The Grantee is 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 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 Fairfax, 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, 401 Wilshire Blvd., 11TH Floor, Santa Monica, CA 90401, Attn: Hanna Jamar;
- (ii) If to a Consenting Member, at their respective addresses set forth in Schedule A of the Operating Agreement;
- (iii) If to the Grantee, 680 5th Avenue, 17th Floor, New York, NY 10019, Attn: Thom Amdur, Executive Director; and

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 nonprofit 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

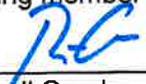
The Virginia Housing Development Authority ("Virginia Housing") shall be a third party beneficiary to this Agreement, and the benefits of all of the covenants and restrictions hereof shall inure to the benefit of Virginia Housing, including the right, in addition to all other remedies provided by law 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.

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

OWNER:

RGC2 SOUTHEAST 9 OWNER LLC,
a Virginia limited liability company

By: RGC2 Southeast 9 MM LLC,
a Delaware limited liability company
its managing member

By: 
Russell Condas, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of the document.

STATE OF CALIFORNIA

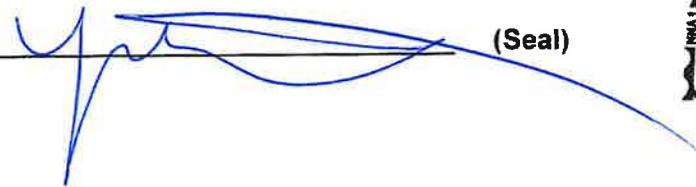
COUNTY OF LOS ANGELES

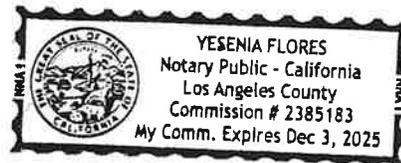
On March 11th, 2024 before me, Yesenia Flores, Notary Public, personally appeared Russell Condas who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

 (Seal)



Right of First Refusal Agreement
Residences at Government
Center 2 SE9

Signature Page 1 of 4

GRANTEE:

FAIRVIEW HOUSING PARTNERS LTD.,
a Delaware nonprofit corporation

By: 
Thom Amdur
Executive Director

STATE OF MARYLAND :
CITY OF Glen Echo :

On March 8th 2024, before me, the undersigned, a notary public in and for said state, personally appeared Thom Amdur, 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/she executed the same in his/her capacity as Executive Director of Fairview Housing Partners Ltd. and that by his/her signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.


Notary Public

Commission expires: 8/1/2027

Duane Anthony Tolson
NOTARY PUBLIC
PRINCE GEORGE'S COUNTY
MARYLAND
MY COMMISSION EXPIRES 8/1/2027

Right of First Refusal Agreement
Residences at Government
Center 2 SE9
Signature Page 2 of 4

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 [_____] [_____]
limited liability company

By: _____

By: _____

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 _____

Right of First Refusal Agreement
Residences at Government
Center 2 SE9

EXHIBIT A

LEGAL DESCRIPTION

DESCRIPTION OF
SOUTHEAST 9 PERCENT
PARCEL 14B
FAIRFAX COUNTY REDEVELOPMENT AND HOUSING AUTHORITY
BRADDOCK DISTRICT
FAIRFAX COUNTY, VIRGINIA

Beginning at a point within Parcel 14-A, being the property of The Board of Supervisors of Fairfax County, Virginia, said point also being the southeasterly corner of Parcel 14B as recorded by a deed of subdivision in Deed Book 27525 at Page 290, thence with the northerly lines of said Parcel 14-A the following three (3) courses:

a curve to the right whose radius is 195.65 feet, a distance of 30.73 feet and whose chord bearing and chord is N 41° 56' 25" W, 30.70 feet, respectively, to a point;

N 37° 26' 23" W, 54.38 feet to a point;

a curve to the left whose radius is 257.69 feet, a distance of 186.89 feet and whose chord bearing and chord is N 58° 12' 59" W, 182.82 feet, respectively, to a point;

thence departing the northerly line of Parcel 14-A and running through said Parcel 14B the following four (4) courses:

N 02° 01' 04" W, 58.22 feet, to a point,

S 87° 58' 56" W, 17.00 feet, to a point,

N 02° 01' 04" W, 142.60 feet, to a point,

S 82° 01' 04" E, 269.11 feet,

to a point on the westerly line of said Parcel 14-A, thence with said westerly line of said Parcel 14-A the following course:

a curve to the right whose radius is 1,119.97 feet, a distance of 327.92 feet and whose chord bearing and chord is S 05° 52' 33" W, 326.75 feet, respectively,

to the point of beginning containing 56,467 square feet or 1.29631 acres of land.

RECORDING REQUESTED BY: AND WHEN RECORDED MAIL
TO: [Klein Hornig LLP 1325 G Street NW, Suite 770](#)
[Washington, DC 20005 Attn: Erik Hoffman, Esq.](#)

RIGHT OF FIRST REFUSAL AGREEMENT

~~(**[Project name]** Apartments)~~ Residences at
Government Center 2 - SE9

RIGHT OF FIRST REFUSAL AGREEMENT (the "Agreement") dated as of ~~[Closing Date]~~ March 8, 2024 by and among ~~[RGC2 SOUTHEAST 9 OWNER ENTITY] LLC~~, a Virginia limited liability company (the "Owner" or the "Company"), ~~[_____], a Virginia non-stock~~ FAIRVIEW HOUSING PARTNERS LTD., a Delaware nonprofit corporation (the "Grantee"), and is consented to by ~~[MANAGING MEMBER ENTITY] RGC2 SOUTHEAST 9 MM LLC~~, a ~~Virginia~~ Delaware limited liability company (the "Managing Member"), ~~[INVESTOR ENTITY]~~, a [_____] limited liability company (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 ~~an []~~ a 66-unit apartment project for families located in ~~[]~~ Fairfax, Virginia and commonly known as "~~[Project name] Apartments~~ Residences at Government Center 2 - SE9" (the "Project"). The real property comprising the Project is legally defined on **Exhibit A**.
- B. The Grantee is 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 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 []~~ [Fairfax](#), 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~~ 401 Wilshire Blvd., 11TH Floor, Santa Monica, CA 90401, Attn: Hanna Jamar;
- (ii) If to a Consenting Member, at their respective addresses set forth in Schedule A of the Operating Agreement;
- (iii) If to the Grantee, ~~[]~~, 680 5th Avenue, 17th Floor, New York, NY 10019, Attn: Thom Amdur, Executive Director; and

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 nonprofit 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.

Right of First Refusal Agreement

~~[Project name]~~ Apartments

Residences at Government

Center 2 SE9

Signature Page 1 of 4

iiH 1 127999 4

GRANTEE:

~~NEW HOUSING PARTNERS~~ USI PARTNERS LTD.,
a ~~Virginia non stock corporation~~ Delaware corporation

By: Thom Amdur

Name: _____

Title: _____

~~COMMONWEALTH OF VIRGINIA~~

CITY/COUNTY OF _____

Thom Amdur Executive
Director

STATE OF MARYLAND

CITY OF Glen Echo

On 20 th 8 ? V 2024, before me, the undersigned, a notary public in and for said state, personally appeared ~~_____~~ Thom Amdur, 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/she executed the same in his/her capacity as ~~_____~~ Executive Director of Fairview Housing Partners Ltd. and that by his/her signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

Notary Public: _____

Commission ~~Expires~~ expires: J



Registration No.: _____

Right of First Refusal Agreement

~~{Project name} Apartments~~

Residences at Government

Center 2 SE9

Signature Page 2 of 4

[KH 1127999.4](#)

The undersigned hereby consents to the foregoing Right of First Refusal Agreement as of the date first set forth hereinabove.

MANAGING MEMBER/OWNER:

~~[MANAGING MEMBER ENTITY], a Virginia limited liability company~~ RGC2 Southeast 9 MM LLC,
a Delaware limited liability company. By: _____

By: _

A blue ink signature, appearing to be "RC", written over a blue rectangular box. Below the box, the text "Russell Condas, Vice President" is printed.

COMMONWEALTH

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of the document.

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 [_____] [_____]
limited liability company

By: _____

By: _____

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 _____

Right of First Refusal Agreement **[Project name]**
~~Apartments~~ Residences at Government Center 2 SE9

EXHIBIT A

LEGAL DESCRIPTION

~~[insert legal]~~

DESCRIPTION OF SOUTHEAST 9 PERCENT PARCEL 14B FAIRFAX COUNTY REDEVELOPMENT AND HOUSING AUTHORITY BRADDOCK DISTRICT FAIRFAX COUNTY, VIRGINIA

Beginning at a point within Parcel 14-A, being the property of The Board of Supervisors of Fairfax County, Virginia, said point also being the southeasterly corner of Parcel 14B as recorded by a deed of subdivision in Deed Book 27525 at Page 290, thence with the northerly lines of said Parcel 14-A the following three (3) courses:

a curve to the right whose radius is 195.65 feet, a distance of 30.73 feet and whose chord bearing and chord is N 41° 56' 25" W, 30.70 feet, respectively, to a point;

N 37° 26' 23" W, 54.38 feet to a point;

a curve to the left whose radius is 257.69 feet, a distance of 186.89 feet and whose chord bearing and chord is N 58° 12' 59" W, 182.82 feet, respectively, to a point;

thence departing the northerly line of Parcel 14-A and running through said Parcel 14B the following four (4) courses:

N 02° 01' 04" W, 58.22 feet, to a point,

S 87° 58' 56" W, 17.00 feet, to a point,

N 02° 01' 04" W, 142.60 feet, to a point,

S 82° 01' 04" E, 269.11 feet,

to a point on the westerly line of said Parcel 14-A, thence with said westerly line of said Parcel 14-A the following course:

a curve to the right whose radius is 1,119.97 feet, a distance of 327.92 feet and whose chord bearing and chord is S 05° 52' 33" W, 326.75 feet, respectively,

to the point of beginning containing 56,467 square feet or 1.29631 acres of land.

Document comparison by Workshare Compare on Wednesday, March 13, 2024
12:21:47 PM

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Rendering set	Standard

Legend:	
Insertion	
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Moved from	
Moved to	
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Moved cell	
Split/Merged cell	
Padding cell	

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Insertions	113
Deletions	70
Moved from	0
Moved to	0
Style changes	0
Format changes	0

Total changes	183
---------------	-----

Tab W:

Internet Safety Plan and Resident Information Form (if
internet amenities selected)

RESIDENT INTERNET SERVICE - Acknowledgement of Responsibilities

By signing below, I acknowledge that I have thoroughly reviewed the Internet Security Plan and understand the general rules of operation prior to use. I understand my responsibility as a user of the Internet and I agree to abide by the following Rules of Operation at all times.

Rules of Operation

- Computer usage for the purpose of illegal activity is absolutely NOT permitted and will be reported to authorities.
- Do not access pornographic or illicit sites via the internet.
- No smoking in the community room or business center.
- No profanity will be tolerated on-line or in-person.
- No rough-housing in the community room or business center.
- Surf at your own risk.

If there is any question regarding my or my child's behavior while using the community internet (including but not limited to, rough-housing, misuse of equipment, etc.), I or my child may be suspended from using the Internet service.

By: _____

Name (Print):

Date

RESIDENCES AT GOVERNMENT CENTER 2 - SE9

INTERNET SECURITY PLAN

The internet service at Residences at Government Center 2 - SE9 will have a rotating password that is only accessible to residents. The network router will be located in a secure area to which tenants will not have access. The router will have a secure firewall to prevent data breaches.

At move-in, we will provide residents with the attached security and safety information and guidelines and will ask residents to sign an Acknowledgement of Responsibilities statement to ensure that they are educated in the internet safety and security guidelines.



Internet Safety

Playing it safe while playing online



Hi there kids! I am Charlie Cardinal and this is Speedy the Crime Fighting Hamster. We are here to introduce you to the basics of Internet Safety and some of the villains you need to watch out for. There are some bad characters out there, so you have to protect yourself. Your parents won't always be there to watch out for you, so stay sharp, learn all you can, and stay safe!



Privacy & Personal Information



Privacy is being able to keep things secret or hidden from others.

Personal Information is information about you or your family such as your address, a social security number, your parent's bank account, or how much money they have.

Criminals love to get people's personal information because they can pretend to be you, or use your money to buy things.

They can also make money off of your information by selling it to others. Companies or other criminals will use your info to send you junk mail or spam emails.

Criminals learning your address can be very bad. They may break in and steal from you. Protect your safety and your belongings, by keeping your information a secret.

These bad people may even use your personal information to trick someone else in your circle of friends and family. People sometimes tell criminals things that they shouldn't if they think that they are communicating with someone they know.



Think before you click



Do you know who sent that email?



Passwords

One of the most important things you need to learn is how to create strong passwords. A password is a code you type in to let the computer know it is really you.

Having an easy to guess password could allow someone to snoop around in your private information.

The way to make your password strong is to never use your name or your birthday. Use something hard to guess, but easy for you to remember. Make your password at least 8 characters long, and mixing numbers, symbols, and upper and lower case letters makes the password strong just like Speedy. Avoid using the same password over and over. That way if they do figure out your password, they only gain access to one account. And never leave your passwords written down where someone can find it.



A great tool online that creates kid friendly passwords is the website, www.dinopass.com

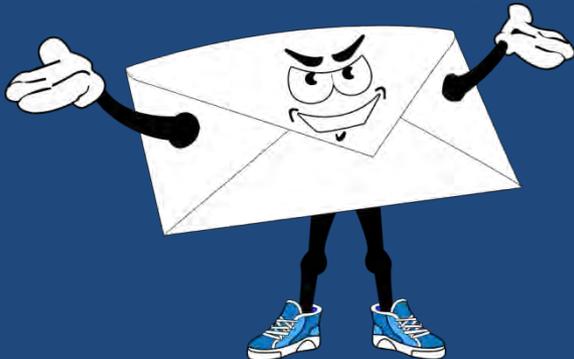
Spam



Spam is basically email that you receive from different companies or strangers that you did not sign up for. Most times it isn't from real companies and usually the sender is up to no good.

Spam emails can sometimes be a phishing scam. Phishing emails are emails that look like it is from some trusted source. A place like your bank, the IRS where taxes are collected, or some other business you shop with often. They make their email look like it is the real thing with logos, and they put links in the email baiting you to click them. Once you click the link, you could be launching a program that can damage your computer in some way or collect your personal information.

Spam emails can also use winning a sweepstakes or some other type prize to trick you into trusting the email source. After they hook you in, they inform you that to collect your prize, you must give them your credit card number.



How do you know it is spam?

Spam emails typically have a bunch of spelling and grammar errors or a mention of someone you don't know in the subject line. Don't Open It! Delete those emails right away.



Malware



Malware is a program written with the intent to harm your computer in some way.

Programs such as this, may be waiting for you to do something(a trigger), so that it can run. This could be the clicking of the link or opening an email attachment.

When searching for free downloads online, be very careful. There are a lot of sites out there trying to trick you. They will pay to make their site get returned at the top of the list of search results. Then when you access the page, they use blinking buttons to trick you to click. The result of clicking usually ends up being your computer loaded up with malware.

Once your machine is infected, it can change browser settings, create unusual popup ads on your computer and then pass the malware on to someone else.



Spyware is a program that gets onto your computer through a download or a virus and it gathers information about you and sends this back to its creator.

Some of the types of information spyware might send back to home base is email addresses of you or your contacts, passwords, account numbers, and credit card numbers.

Some spyware out there records how you use your computer and what you search for online.

Adware

Adware is software that you are allowed to use by the author because of the advertisements that pop up occasionally during the game. Many of these type games you will find in the form of apps on your phone or devices.

Through the addition of advertisements, the developer gains some income that may supplement a discount to the user, sometimes making the software free.

Often after using the product with the ads, a consumer will purchase the software to get rid of the ads.

<http://www.pctools.com/security-news/what-is-adware-and-spyware/>



Trojan Horse

The name for the Trojan Horse virus was derived from tale of the Trojan Horse constructed by the Greeks to gain access to the city of Troy. The wooden horse was left at the gates as an offering to Athena. The horse was then wheeled into the city and out came Greek fighters hiding inside. <http://www.britannica.com/topic/Trojan-horse>

A Trojan horse virus is a form of malware that is dressed up as something interesting or software from a source we are familiar with. The purpose is to trick the person into installing it. This allows the creator of the Trojan to do damage to data or software on your computer. They also will set up a 'back door' or access point that allows them to access your system.

Trojan viruses don't spread by infecting other files and they cannot duplicate themselves.

<http://www.webopedia.com/DidYouKnow/Internet/virus.asp>



Worms

Worms are malware that can duplicate itself and spread to other computers. Worms always do something bad, even if it is just slowing things down.

Worms will frequently set up the ability for computers to be taken over by the worm's author by creating backdoors on the host computer. These computers are then called a "zombie computer". "Zombie computers" can be used to send out spam or as a shield to hide the web address of people who want to do bad things.

<http://www.webopedia.com/TERM/Z/zombie.html>





Virus

A virus is a small program that is created to spread from one computer to the next and to mess up the way your computer works.

Many times viruses hop from computer to computer via email attachments or messages. They can also hide in funny pictures(memes), e-cards, or other desirable file attachments. It can also be sent through an instant message.

A virus can corrupt your data, or worse, delete it. It can also email copies of itself to your friends.

Keeping your anti-virus software up to date is key to protecting against the latest viruses and other security threats.

<https://www.microsoft.com/security/pc-security/virus-whatis.aspx>

Social Media



Privacy settings on social media accounts are set up as public when you first get one. Unless you want everyone to be able to look at all of your photos and other private stuff, you must go into your account settings and change this.

Something to remember is whatever you post and say on your page can be shared by your friends. Think about what you post online, BEFORE you do it. What you post, could be seen by anyone at any time depending on your settings and the friends you keep. Because we can take pictures of our screens, there is really no setting that can protect you. Think twice about what you are sharing with others, so there are no regrets later.

Make sure you know the people that you accept friend requests from. Sometimes people try to friend you to hack your Facebook account or access your contacts. Once you are hacked they will send out strange messages or friend requests to your contacts. Protect your friends and yourself by being cautious with friends and creating strong passwords for your social media accounts.

Geotagging



Geotagging is the bit of data that your electronic device packages with your picture that has information about where the picture was taken. This is something that can be turned on and off in your device and typically comes turned on until you change the setting.

When your photo is geotagged, this gives people information about your location. Letting outsiders know where you are, can allow them to plan to steal your belongings or vandalize your home.

Consider if you post a photo every Wednesday in your outfit ready to walk to ball practice and geotagging is turned on. This shows you have a routine and gives a rough area you will be in. A predator could come and take you away.

Another issue with allowing the geotagging to occur is you don't have control of your own privacy. Everyone does not need to know where you are all of the time, keep this information private.

<http://www.nytimes.com/2010/08/13/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](#)

Slander: When someone orally tells one or more people an untruth about someone, which will harm the reputation of the person it is about. It is not slander if the untruth is in writing of some sort or if it is broadcast through television or radio.

[Definition of Slander on Law.com](#)

Libel: This is where someone publishes to print(including pictures), written word, online posts, blogs, articles, or broadcast through radio, television, or film, an untruth about another which will do harm to the person's reputation. [Definition of Libel on Law.com](#)



Be Careful of What You Say!



Much of the things people post online may get ignored, and you may get lucky and avoid legal action. But, when someone gets angry and files a lawsuit it can cause a major headache and possibly hit you hard in the wallet.

You might think you should have a right to openly complain about a company and their bad service or lousy product. Well when it comes to this, it is not always that simple. You can get sued for this and even if the judge agrees with you, you still have to pay for a defense attorney. Think twice and make sure that whatever you have to say is worth any headache you may have pop up later.

<http://ideas.time.com/2013/01/07/yelp-reviewers-beware-you-can-get-sued/>

On social media, people get into the habit of letting their emotions get the better of them and they end up speaking their minds about others online. When that person feels that this damages their character, they may opt to sue the other person for defamation. Even if their case is not successful, the stress, money, and time that you spend defending yourself is not worth it. To read more about defamatory social media posts, [click here](#).

Stranger Danger Online



When you think of being on your computer or other electronic device in your own home, you probably think you are safe. Your mom is in the next room, what could happen?

Well there are people online that are up to no good. They go in chat rooms and pop up on your instant messenger, looking for someone to “groom”.

What is grooming you say? Well, grooming is when a stranger (can be any age) finds someone they are interested in, usually a minor. They act really nice and maybe they pretend they are much younger than they really are, like they are a kid just like you. Then they try to get you to like them and to trust them. They may ask you not to tell anyone you are talking to them. This is not okay and is a warning sign of a possible groomer.

How to Protect Yourself in Online Chats

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





Cyberbullying

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



Consequences of Cyberbullying

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

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

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

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

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

Consequences of Cyberbullying

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

There are many websites designed to inform and decrease the number of bullying cases we see each year. The U.S. Department of Health and Human Services has created a website with lots of resources to help combat bullying of all kinds - www.stopbullying.gov
If you experience cyberbullying or witness it, tell someone such as a school counselor, teacher, or a parent.





The Effects of Cyberbullying

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



Dealing with Cyberbullying

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



About Sexting



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

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

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

22% of teen girls

18% of teen boys

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

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

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



About Sexting



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

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

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

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

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

Legal Consequences of Sexting

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



Information Provided By:
Office of the Attorney
General
202 North Ninth Street
Richmond, Virginia 23219
(804) 786-2071
www.ag.virginia.gov

Tab X:

Marketing Plan for units meeting accessibility
requirements of HUD section 504

Residences at Government Center 2 – SE9

Marketing Plan for units that conform to Section 504 of the Rehabilitation Act

This Marketing Plan for Units Which Conform to Section 504 of the Rehabilitation Act (the “Marketing Plan”) has been designed to convey to current and potential residents with disabilities that Residences at Government Center 2 – SE9 will be a new rental housing experience, with a commitment to excellent management and resident service, as well as an expectation of resident responsibility. Therefore, the majority of this plan will address ways in which property management will endeavor to secure qualified tenants, ensure quality tenancy, and effective management and maintenance of the property.

The Management Agent will be responsible for the management of Residences at Government Center 2 – SE9. The Franklin Johnston Group, the Management Agent, will be responsible for all the traditional management functions, including rent collection, maintenance, record keeping, reports, development of budgets, and monitoring resident income qualifications. Additionally, The Franklin Johnston Group will be responsible for the development and management of community and resident services program.

I. Affirmative Marketing

The Franklin Johnston Group 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 project. The Franklin Johnston Group, its Officers, Directors and employees will not discriminate on the basis of race, creed, color, sex, religion, familial status, elderliness, 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 Section 8 Program and Tax Credit programs. All interested parties will be provided a copy of the apartment brochure/flyer. Any resident who has questions not answered by the housing staff will be referred to the Associate Director or the Executive Director of The Franklin Johnston Group.

II. Marketing and Outreach

Locating people with disabilities to occupy the units which conform to the requirements of Section 504 of the Rehabilitation Act will be accomplished as follows:

1. **Networking** - The Franklin Johnston Group will contact local centers for independent living, disability services boards and other service organizations via phone and printed communication. The contacts will include the following organizations:
 - Area Center for Independent Living (703-525-3268)
 - Virginia Board for People with Disabilities (804-786-0016)
 - Virginia Department for Aging and Rehabilitative Services (804-662-7000)
 - Centers for Independent Living

- Independence Empowerment Center (703-257-5400)
- Access Independence, Inc. (540-662-4452)
- Horizon Behavior Health (434-477-5000)

Leasing Preference for Target Population Identified in MOU between the Authority and the Commonwealth

- Unless prohibited by and applicable federal subsidy program.
- A “first preference” will be given for person in a target population identified in a memorandum of understanding between the Authority and one or more participating agencies of the Commonwealth.
- Will obtain tenant referrals from the Virginia Department of Medical Assistance Services (DMAS) or Virginia Department of Behavioral Health and Developmental Services (DBHDS) or any other agency approved by the Authority.
- Will Retain Tenant verification letter, Acknowledgment and Settlement Agreement Target Population Status
- Target Population units will be confirmed by VHDA.

2. Internet Search

Residences at Government Center 2 – SE9 will also be listed on the following websites:

- virginiahousingsearch.com
- hud.gov
- craigslist.org
- accessva.org
- dbhds.virginia.gov

3. Print Media

Print media sources will also be identified in the Fairfax area that cater to people with disabilities as well as the public at large. These sources may include, but are not limited to, rental magazines such as the *Apartment Shoppers Guide*, *Apartments for Rent*, local newspapers, etc. All advertising materials related to the project will contain the Equal Housing Opportunity logo, slogan or statement, in compliance with the Fair Housing Act, as well as the fact that units for people with disabilities are available.

4. 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. ***Residents will be offered incentives, to be determined, for referring qualified applicants who rent at the property.*** Flyers will be distributed to residents along with the resident newsletter announcing the tenant referral program.

5. 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 Americans with Disabilities Act.

These marketing materials include:

- **Brochures or news media coverage** –A simple, two color brochure may be produced at low cost which will effectively sell the apartments and community. A brochure will include a listing of features and amenities. News media may include the local newspaper and/or the local television station coverage.
- **Flyers** - As mentioned earlier, a flyer campaign can be used effectively to market the community. Each flyer should incorporate graphics as well as a small amount of copy and should be designed to generate traffic.
- **Resident Referral** - The least expensive form of advertising is through Resident Referrals. A flyer should be created and distributed to all residents. (\$50 - \$100 per referral, paid upon move in). In addition to being distributed to all residents, the referral flyer should be left in the
- Management office and should be included in the move in packet. (People are most inclined to refer their friends in the first few weeks of their tenancy.) The flyers will be changed to reflect the season or any type of special referral program.

III. Public and Community Relations

Equal Housing Opportunity promotions - all Site Signage containing the EHO logo and Fair Housing posters are displayed in English and Spanish in the Rental Office. The Franklin Johnston Group encourages and supports an affirmative marketing program in which there are no barriers to obtaining housing because of race, color, religion, national origin, sex, elderliness, marital status, personal appearance, sexual orientation, familial status, physical or mental disability, political affiliation, source of income, or place of residence or business.

Additionally, a public relations program will be instituted to create a strong relationship between management and local disability organizations, neighborhood civic organizations, 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 is designed to provide a professional leasing atmosphere, with space set aside specifically for applicant interviews and application assistance. The leasing interviews will be used to emphasize the respect afforded to the applicant and the responsibilities which the applicant will be expected to assume.

Times of Operation - the Management Office will be open Monday through Friday from 8:30 to 4:30 P.M. Applicants will be processed at the Management Office Tuesday, Wednesday and Thursday, in accordance with approved criteria. Move-in process and orientation to property - applicants meet with designated staff to discuss programs available on the property and will be supplied relevant information to assist them in their move.

Management staff will perform housekeeping/home visits, check previous landlord and personal references, perform criminal/sex offender and credit background checks and verify income for each application taken. Tenant Selection will include minimum income limits assigned by the Owner/HUD. New residents will be given an orientation to the property including a review of the

rules and regulations, information on the area, proper use of appliances, move-out procedures, maintenance procedures, rent payment procedures, energy conservation, grievance procedures and a review of the Lease documents.

Tenant Selection Criteria

Tenant Selection will include maximum income limits under the Low-Income Tax Credit and Section 8 programs. Selection criteria will also include student status guidelines pursuant to the Low- Income Housing Tax Credit program.

Management will commit that no annual minimum income requirement that exceeds the greater of \$3,600 or 2.5 times the portion of rent to be paid by tenants receiving rental assistance.

Application Processing

Application processing will be done at the Management Office by the housing staff who are well versed in Fair Credit Law. As stated before, the processing will include a review of housekeeping/home visit, prior landlord references, personal references, criminal/sex offender and credit reporting and income verification. The housing staff will make further review for inaccuracies in the application. The annual income and family composition are the key factors for determining eligibility. However, the Housing Committee will also use the following criteria in selecting applicants for occupancy:

- Applicants must be individuals, not agencies or groups.
- Applicants must meet the current eligibility income limits for tax credits and any other program requirements.
- We will process the Rental Applications through a credit bureau to determine the credit worthiness of each applicant. If the score is below the threshold, and it has been determined that applicant has no bad credit *and* no negative rental history *and* no criminal history then the application can be conditionally approved after contacting the prior landlord. In these cases, the application must be reviewed by the Associate Director/ housing committee before final approval.

Note- If the applicant's denial is based upon a credit report, the applicant will be advised of the source of the credit report in accordance with the Federal Fair Reporting Act. Guidelines published by the Federal Trade Commission suggest that apartment managers fall under the provisions of the Act and are obligated to advise the person refused an apartment for credit reasons, the name and address of the credit reporting firm in writing. The credit report will not be shown to the applicant, nor will specific information be revealed.

- We will process the Rental Application through a credit bureau to determine any possible criminal conduct. Convictions will be considered, regardless of whether "adjudication" was withheld. A criminal background check will be used as part of the qualifying criteria. An applicant will automatically be denied if:
 - There is a conviction for the manufacture, sale, distribution, or possession with the intent to manufacture, sell or distribute a controlled substance within the past five years.
 - There is evidence in the criminal history that reveals that the applicant has developed a pattern of criminal behavior, and such behavior presents a real or

- potential threat to residents and/or property.
 - The application will be suspended if an applicant or member of the applicant's family has been arrested for a crime but has not yet been tried. The application will be reconsidered, within the above guidelines, after such legal proceedings have been concluded at applicants' request.
- Applicants must provide complete and accurate verification of all income of all family members. The household's annual income may not exceed the applicable limit and the household must meet the subsidy or assisted Income Limits as established for the area in which Residences at Government Center 2 – SE9 is located. The annual income is compared to the area's Income Limits to determine eligibility.
- Family composition must be compatible for units available on the property.
- Applicants must receive satisfactory referrals from all previous Landlords.
- Applicants must provide verification of full-time student status for all individuals listed on the application as full-time student for tax credit units.
- Applicants must not receive a poor credit rating from the Credit Bureau and other credit reporting agencies and must demonstrate an ability to pay rent on time.
- Applicants must provide a doctor's statement and/or other proof of any handicap or disability.
- Applicants must provide a birth certificate or other acceptable HUD approved form of documentation for all household members.
- Applicants must complete the Application for Lease and all verification forms truthfully.
- Applicants must provide all information required by current Federal regulations and policies.
- Applicants must have the demonstrated ability to maintain acceptable housekeeping standards.
- Applicants must meet current Federal program eligibility requirements for tax credits and any other programs.
- Preference will be given to those households whose family members are handicapped or disabled for housing in the units specifically designated for the handicapped or disabled.
- Applicants who meet the above criteria will be placed on a waiting list based on the date and time of their application. If an applicant turns down a unit for any reason, the applicant will be moved to the bottom of the waiting list. If the applicant turns down a unit for any reason a second time, the applicant will be removed from the waiting list.

V. 60 Day-Hold Unit

Units must be held vacant for 60 days during which active marketing efforts must be documented. However, if marketing to the 50-point special needs unit is deemed to be conducted satisfactorily on an ongoing basis throughout the year and management can provide sufficient documentation to Virginia Housing's Compliance Officer, management may request the ability to lease 50-point units to a household not in the special needs population without the unit remaining vacant for the 60- day

timeframe. "Ongoing basis" means contact to at least two (2) resources at least monthly in the manner noted below at any time the required number of units is not actually occupied by the special needs population.

Properties that fail to document ongoing active marketing to the marketing plan network contacts to lease vacant leasing preference units, may be cited with non-compliance, and may be required to hold unit(s) vacant for up to 60 days to actively market unfilled leasing preference units. Non-compliance with the marketing requirement is subject to a penalty point deduction in future funding requests with the Authority.

NOTE: The move of the temporary/non-disabled tenant will be paid for by the owner.

Tab Y:

Inducement Resolution for Tax Exempt Bonds

**Not Applicable - This deal does not
require information behind this tab.**

Tab Z:

Documentation of team member's Diversity, Equity and
Inclusion Designation

SWaM CONTRACT CERTIFICATION

(TO BE PROVIDED AT TIME OF APPLICATION)

LIHTC Applicant Name _____

Name of SWaM Service Provider _____

Part II, 13VAC10-180-60(E)(5)(e) of the Qualified Allocation Plan (the “Plan”) of the Virginia Housing Development Authority (the “Authority” formerly Virginia Housing) for the allocation of federal low income housing tax credits (“Credits”) available under §42 of the Internal Revenue Code, as amended, provides that an applicant may receive five (5) points toward its application for Credits for entering into at least one contract for services provided by a business certified as Women-Owned, Minority-Owned, or Service Disabled Veteran-owned through the Commonwealth of Virginia’s Small, Women-owned, and Minority-owned Business certification program (SWaM Program). Any applicant seeking points from Part II, 13VAC10-180-60(E)(5)(e) of the Plan must provide in its application this certification together with a copy of the service provider’s certification from the Commonwealth of Virginia’s SWaM Program. The certification and information requested below will be used by the Authority in its evaluation of whether an applicant meets such requirements.

Complete a separate form for each SWaM Service Provider.

INSTRUCTIONS

Please complete all parts below. Omission of any information or failure to certify any of the information provided below may result in failure to receive points under Part II, 13VAC10-180-60(E)(5)(e) of the Plan.

1. The SWaM Service Provider will provide the following services and roles eligible for points under the Plan:
 - consulting services to complete the LIHTC application;
 - ongoing development services through the placed in service date; general contractor;
 - architect;
 - property manager; accounting services;
 - or legal services.

2. Please describe in the space below the nature of the services contracted for with the SWaM certified service provider listed above. Include in your answer the scope of services to be provided, when said services are anticipated to be rendered, and the length of the contract term. _____

Appendices continued

3. Attach to this certification a copy of the service provider's current certification from the Commonwealth of Virginia's SWAM Program.
4. The undersigned acknowledge by their signatures below that prior to the Authority's issuance of an 8609 to the applicant, the undersigned will be required to certify that the SWaM service provider successfully rendered the services described above, that said services fall within the scope of services outlined within Part II, 13VAC10-180-60(E)(5)(e) of the Plan, and that the undersigned service provider is still a business certified as Women-Owned, Minority-Owned, or Service Disabled Veteran-owned through the Commonwealth of Virginia's SWaM) Program.

CONTRACT CERTIFICATION

The undersigned do hereby certify and acknowledge that they have entered into with each another at least one contract for services as described herein, that said services fall within the scope of services outlined within Part II, 13VAC10-180-60(E)(5)(e) of the Plan, that the undersigned service provider is a business certified as Women- Owned, Minority-Owned, or Service Disabled Veteran-owned through the Commonwealth of Virginia's SWaM Program, and that it is the current intention of the undersigned that the services be performed (i.e., the contract is bona fide and not entered into solely for the purpose of obtaining points under the Plan). The undersigned do hereby further certify that all information in this certification is true and complete to the best of their knowledge, that the Authority is relying upon this information for the purpose of allocating Credits, and that any false statements made herein may subject both the undersigned applicant and the undersigned service provider to disqualification from current and future awards of Credits in Virginia.

APPLICANT

Name of Applicant _____

Signature of Applicant  _____

Printed Name and Title of Authorized Signer

SWAM CERTIFIED SERVICE PROVIDER

Name of SWaM Certified Service Provider _____

Signature of SWaM Certified Service Provider  _____

Printed Name and Title of Authorized Signer

COMMONWEALTH OF VIRGINIA



DEPARTMENT OF SMALL BUSINESS & SUPPLIER DIVERSITY

101 N. 14th Street, 11th Floor
Richmond, VA 23219

RED THINKING LLC

is a certified Small, Women Owned Business meeting all the eligibility requirements set forth under the Code of Virginia Section 2.2-16.1 et seq. and Administrative Code 7VAC 13-20 et seq.

Certification Number: 827705
Valid Through: May 12, 2028

Accordingly Certified

Willis A. Morris

Willis A. Morris, Director



Tab AA:

Priority Letter from Rural Development

**Not Applicable - This deal does not
require information behind this tab.**

TAB AB:

Social Disadvantage Certification

**Not Applicable - This deal does not
require information behind this tab.**