2025 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 13, 2025

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 15, 2025, May 1, 2025 or July 1, 2025.



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

INSTRUCTIONS FOR THE VIRGINIA 2025 LIHTC APPLICATION FOR RESERVATION

This application was prepared using Excel, Microsoft Office 365. 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 13, 2025. 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.

<u>Virginia Housing LIHTC Allocation Staff Contact Information</u>

Name	Email	Phone Number
Stephanie Flanders	stephanie.flanders@virginiahousing.com	(804) 343-5939
Jonathan Kinsey	jonathan.kinsey@virginiahousing.com	(804) 584-4717
Phil Cunningham	phillip.cunningham@virginiahousing.com	(804) 343-5514
Lauren Dillard	lauren.dillard@Virginiahousing.com	(804) 584-4729
Jordan Tawney	jordan.tawney@Virginiahousing.com	(804) 343-5892
Jaki Whitehead	jaki.whitehead@virginiahousing.com	(804) 343-5861
Hadia Ali	hadia.ali@virginiahousing.com	(804) 343-5873

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

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

	TRACKI	

2025-TEB-130

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date:

6/30/2025

1.	Development Name:	Avonlea Family (Avonlea P	hase 2 Four LP)			
2.	Address (line 1): Address (line 2): City:	Final address not yet assign	ned; interim addre	State: VA	Zip:	20152
3.	If complete address is no your surveyor deems ap		38.93002	ordinates (x,y) from Latitude: ss or street intersec	-77.5263	9
4.	The Circuit Court Clerk's City/County of	office in which the deed to Loudoun County	the development is	s or will be recorded	d:	
5.	•	more jurisdictional bounda				
	If true, what other City/C	County is the site located in	besides response t	o #4?		
6.	Development is located	in the census tract of:	6118.07			
7.	Development is located	in a Qualified Census Tract .		FALSE	Note regard	ding DDA and QCT
8.	Development is located	in a Difficult Development	Area	FALSE		
9.	Development is located in	in a Revitalization Area bas	ed on QCT	FALSE		
10.	Development is located	in a Revitalization Area des	ignated by resolut	ion or by the localit	;y	TRUE
11.	Development is located	in an Opportunity Zone (wit	th a binding commi	tment for funding).		FALSE
	(If 9, 10 or 11 are True, <i>I</i>	Action: Provide required for	rm in TAB K1)			
12.	Development is located i	in a census tract with a hous	sehold poverty rate	e of 3%	10%	12%
			, , , , , , , , , , , , , , , , , , , ,	TRUE	FALSE	FALSE
13.	Development is located	in a medium or high-level ed	conomic developm	ent jurisdiction bas	ed on table.	TRUE
14.	Development is located	on land owned by federally	or Virginia recogni	zed Tribal Nations.	FALSE	
	Enter only Numeric Values	s below:				
15.	Congressional District:	10				
	Planning District:	8				
	State Senate District:	32				

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

26

State House District:

Family-serving apartment building in a 9%/4% hybrid project. Avonlea Phase 2 Four will own 67 of the units; Avonlea Phase 2 Nine LP will own another 70 apartments. This family project is located next door to a separate, True Ground-led project called Avonlea Senior, which is a 130-unit senior affordable apartment building, currently under construction.

VHDA TRACKING NUMBER

2025-TEB-130

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date:

6/30/2025

17.	Local	Needs	and	Sup	port
-----	-------	-------	-----	-----	------

for the local CEO:

Loc	Local Needs and Support						
a.	Provide the name and the address	s of the chief executive officer (C	City Manage	er, Town N	Manager, or County		
	Administrator of the political juris	diction in which the developme	nt will be lo	ocated:			
	Chief Executive Officer's Name:	Tim Hemstreet					
	Chief Executive Officer's Title:	County Administrator		Phone:	(703) 777-0200		
	Street Address:	P.O. Box 7000					
	City:	Leesburg	State:	VA	Zip: <mark>20177</mark>		
			-				
	Name and title of local official you	local official you have discussed this project with who could answer questions					
	for the local CEO:	Janice Chan, Housing Finance	Project Ma	nager			
b.	If the development overlaps another	her jurisdiction, please fill in the	following:				
	Chief Executive Officer's Name:						
	Chief Executive Officer's Title:			Dhanai			
				Phone:			
	Street Address:						
	City:		State:		Zip:		
			-				
	Name and title of local official you	have discussed this project wit	h who coul	d answer	auestions		
	Traine and title or local official you	a mare andeadoca timo project with	cour	~ 4113 VV C1	44656513		

	ESERVATION REQUEST INFORMATION	
1.	Requesting Credits From:	
	 a. If requesting 9% Credits, select credit pool: or 	
	b. If requesting Tax Exempt Bond credits, select development type:	New Construction
	For Tax Exempt Bonds, where are bonds being issued? ACTION: Provide Inducement Resolution at TAB Y (if available Skip to Number 4 below.	Virginia Housing
2.	Type(s) of Allocation/Allocation Year	Carryforward Allocation
	Definitions of types:	
	a. Regular Allocation means all of the buildings in the development are	e expected to be placed in service this calendar year, 2025.
	b. Carryforward Allocation means all of the buildings in the development end of this calendar year, 2025, but the owner will have more than a following allocation of credits. For those buildings, the owner reques 42(h)(1)(E).	10% basis in development before the end of twelve months
3.	Select Building Allocation type:	New Construction
	Note regarding Type = Acquisition and Rehabilitation: Even if you acquire the acquisition credit, you cannot receive its acquisition 8609 form until	
4.	Is this an additional allocation for a development that has buildings not y	yet placed in service? FALSE
5. a.		
		tax exempt bond application.
	If true, provide name of companion development: Avonlea Family (Av	
a.		vonlea Phase 2 Nine LP)
		vonlea Phase 2 Nine LP) pt bond deal? TRUE
	Has the developer met with Virginia Housing regarding the 4% tax exemple List below the number of units planned for each allocation request. This Total Units within 9% allocation request? Total Units within 4% Tax Exempt allocation Request?	pt bond deal? TRUE s stated split of units cannot be changed or 9% Credits will be car 70 67
b.	Has the developer met with Virginia Housing regarding the 4% tax exemple List below the number of units planned for each allocation request. This Total Units within 9% allocation request? Total Units within 4% Tax Exempt allocation Request? Total Units: % of units in 4% Tax Exempt Allocation Request: Extended Use Restriction Note: Each recipient of an allocation of credits will be required to record use of the development for low-income housing for at least 30 years. Application of the development for low-income housing for at least 30 years.	pt bond deal? TRUE s stated split of units cannot be changed or 9% Credits will be car 70 67 137 48.91% d an Extended Use Agreement as required by the IRC governing to
b.	Has the developer met with Virginia Housing regarding the 4% tax exemple List below the number of units planned for each allocation request. This Total Units within 9% allocation request? Total Units within 4% Tax Exempt allocation Request? Total Units: % of units in 4% Tax Exempt Allocation Request: Extended Use Restriction Note: Each recipient of an allocation of credits will be required to record use of the development for low-income housing for at least 30 years. Application of the development for low-income housing for at least 30 years.	pt bond deal? TRUE s stated split of units cannot be changed or 9% Credits will be car 70 67 137 48.91% d an Extended Use Agreement as required by the IRC governing the
b.	Has the developer met with Virginia Housing regarding the 4% tax exemple List below the number of units planned for each allocation request. This Total Units within 9% allocation request? Total Units within 4% Tax Exempt allocation Request? Total Units: % of units in 4% Tax Exempt Allocation Request: Extended Use Restriction Note: Each recipient of an allocation of credits will be required to record use of the development for low-income housing for at least 30 years. Application of the development for low-income housing for at least 30 years.	pt bond deal? TRUE s stated split of units cannot be changed or 9% Credits will be car 70 67 137 48.91% d an Extended Use Agreement as required by the IRC governing the oplicant waives the right to pursue a Qualified Contract.

Virginia Housing offers the Rental Housing Invoicing Portal to allow easy payments via secure ACH transactions. See Login at top right of our website. 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 In	format	ion:			Must be an ii	ndividud	al or legally fo	ormed er	itity.					
a.	Owner Na	wner Name: Avonlea Phase 2 Four Limited Partnership													
	Develope	er Name	e:	True Gr	ound Ho	using Partr	ners, Ir	nc.							
	Contact:	M/M	► <mark>Ms.</mark>	First:	Carme	า	M	II:	Las	st: <mark>Rome</mark>	ro				
	Address:		4318 N	- Carlin Sp	rings Rd				_					_	
	City:		Arlingto				St.	VA	Ziı	o: 22203	3				
	Phone:	17	03) 276-		Ext.			(703) 276-	_						
					-			(703) 270-	0803	_					
	Email add				egrounar	nousing.or									
	Federal I.	D. No.	33286	56406			(If not	available, (obtain _l	orior to C	Carryove	er Alloc	ation.)		
	Select typ	e of er	itity:	▶ <u> </u>	limited p	artnership			Fo	rmation	State:		Virginia		
	Additiona					Email and									
		Mitch	Crispell,	<u>mcrispel</u>	ll@truegi	oundhous	ing.or	g,(301) 60	2-3572						
	ACTION:	a. Pı	ovide Ov	wner's or	ganizatio	nal docun	nents (e.g. Partne	rship a	greemen	its and D	Develop	oer Fee		
					atory TA							,			
								ooration Co							
			-		pplicatio		icipati	on Certifica	ation ta	bs withir	n this sp	readsh	eet.		
			Ŭ		• •		e (Org	Chart) and	a list o	f all LIHT	C Develo	opmen	ts within		
		th	e last 15	years. (I	Vlandato	ry at TABS	A/D)								
b.	TRUE	Indic	ate if at	least one	principa	l listed wit	hin Or	g Chart qu	alifies f	or social	ly disadv	/antage	ed status an	d has at	
		least	25% ow	nership i	nterest ii	n the conti	rolling	general pa	rtner o	r managi	ng mem	ber as	defined in t	he manual.	
	ACTION:	If	true, pro	vide Vir	ginia Hou	sing Social	ly Disa	dvantaged	Certifi	cation (T	AB AB)				
c.	TRUE	Indic	ate if at	least one	e principa	l listed wit	hin Or	g Chart ha	s a Vete	eran-Owi	ned Sma	ıll Busir	ness Certific	ation and has	ŝ
		_												n the manua	
	ACTION:	If	true, pro	vide Vir	ginia Hou	sing Veter	an Ow	ned Small	Busines	s Certific	cation (T	АВ АВ)		
d.	FALSE	Indic	ate True ii	f the own	er meets	the followin	na stata	ment:							
u.	TALSE	_					_			nt annlica	tion roo	oived a	n IBC Form 9	8609 for placin	.~
		a sepa	rate deve	lopment	in service	without re	turnin	g credits to	or requ	esting ad	ditional o	credits 1	from the issu		
		If True	above, w	hat prope	erty placed	d in service?	?								

D. SITE CONTROL

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

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

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

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

1. Type of Site Control by Owner:

Applicant controls site by (select one):

Select Type: Purchase Contract

Expiration Date: 12/31/2028

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...... 12/31/2028 .
- 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: APAH Avonlea Phase 2 LLC

Address: 4318 N Carlin Springs Rd

City: Arlington St.: Virginia Zip: 22203

Contact Person: Mitch Crispell Phone: (301) 602-3572

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

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

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

<u>Names</u>	<u>Phone</u>	Type Ownership	% Ownership
True Ground Housing Partners, Inc.	(703) 276-7444	Sole Owner	100.00%
Carmen Romero, President			0.00%
			0.00%
			0.00%
			0.00%
			0.00%
			0.00%

needs ownership %

E. DEVELOPMENT TEAM INFORMATION

Complete the following as applicable to your development team.

▶ Indicate either DEI (Diversity, Equity, and Inclusion) or Veteran Owned Small Business designation (as defined in the manual) that you would like to assign to each contract (if applicable). Each contract can only be assigned to one designation. You can mark True for 3 contracts per each designation to receive the full 10 points.

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

1.	Tax Attorney:	Jessica Weston	This is a Related Entity. FALSE
	Firm Name:	Gallagher, Evelius & Jones LLP	DEI Designation? FALSE OR
	Address:	218 North Charles Street, Suite 400	Veteran Owned Small Bus? FALSE
	City, State, Zip	Baltimore, MD 21201	
	Email:	jweston@gejlaw.com	Phone: (401) 951-1402
2.	Tax Accountant:	Philip Cornblatt	This is a Related Entity. FALSE
	Firm Name:	CohnReznick LLP	DEI Designation? FALSE OR
	Address:	500 East Pratt Street, 4th Flr	Veteran Owned Small Bus? FALSE
	City, State, Zip	Baltimore, MD 21202	
	Email:	philipcornblatt@cohnreznick.com	Phone: (410) 783-6236
3.	Consultant:	Thomas Gibson	This is a Related Entity. FALSE
	Firm Name:	Gibson Spyre LLC	DEI Designation? FALSE OR
	Address:	1403 Prince Street	Veteran Owned Small Bus? TRUE
	City, State, Zip	Alexandria, VA 22314	Role: JV Partner and Consultant
	Email:	tgibson@GibsonSpyreLLC.com	Phone: (703) 772-1239
4.	Management Entity:	Stephen Boyce	This is a Related Entity. FALSE
	Firm Name:	S.L. Nusbaum Realty Company	DEI Designation? FALSE OR
	Address:	1700 Wells Fargo Center, 440 Monticello Av	Veteran Owned Small Bus? FALSE
	City, State, Zip	Norfolk, VA 23510	
	Email:	sboyce@slnusbaum.com	Phone:
5.	Contractor:		This is a Related Entity. FALSE
	Firm Name:		DEI Designation? FALSE OR
	Address:		Veteran Owned Small Bus? FALSE
	City, State, Zip		
	Email:		Phone:
6.	Architect:	Stephen Rosenfelder	This is a Related Entity. FALSE
	Firm Name:	Grimm and Parker Architecture, Inc.	DEI Designation? TRUE OR
	Address:	11720 Beltsville Drive, Suite 600	Veteran Owned Small Bus? FALSE
	City, State, Zip	Calverton, MD 20705	
	Email:	srosenfelder@gparch.com	Phone: (240) 223-0478

E. DEVELOPMENT TEAM INFORMATION

7. Real Estate Attorney: Firm Name: Address: City, State, Zip Email:	Scott Adams McGuire Woods 1750 Tysons Boulevard, Suite 1800 Tysons, VA 22102-4215 sadams@mcguirewoods.com	This is a Related Entity. FALSE DEI Designation? FALSE OR Veteran Owned Small Bus? FALSE Phone: (703) 712-5461
8. Mortgage Banker: Firm Name: Address: City, State, Zip Email:		This is a Related Entity. FALSE DEI Designation? FALSE OR Veteran Owned Small Bus? FALSE Phone:
9. Other 1: Firm Name: Address: City, State, Zip Email:	Jessica Peters Advanced Project Management, Inc. 4530 Walney Rd Ste 202 Chantilly, VA 20151 jpeters@apm1.com	This is a Related Entity. FALSE DEI Designation? TRUE OR Veteran Owned Small Bus? FALSE Role: Construction Manager Phone: (703) 201-6738
10. Other 2: Firm Name: Address: City, State, Zip Email:	Mike Gerth Urban, Ltd. 7712 Little River Turnpike Annandale, VA 22003 Mgerth@urban-ltd.com	This is a Related Entity. DEI Designation? FALSE OR Veteran Owned Small Bus? Role: Civil Engineer Phone: (703) 642-8080
11. Other 3: Firm Name: Address: City, State, Zip Email:	Jennifer Wolf Sustainable Building Partners, LLC 2710 Prosperity Avenue, Suite 100 Fairfax, VA 22031 jennifer.wolf@sustainbldgs.com	This is a Related Entity. FALSE DEI Designation? FALSE OR Veteran Owned Small Bus? FALSE Role: MEP Commissioning Phone: (703) 970-2890
12. Other 4: Firm Name: Address: City, State, Zip Email:		This is a Related Entity. DEI Designation? FALSE OR Veteran Owned Small Bus? FALSE Role: Phone:
13. Other 5: Firm Name: Address: City, State, Zip Email:		This is a Related Entity. DEI Designation? FALSE OR Veteran Owned Small Bus? FALSE Role: Phone:

F. REHAB INFORMATION

1.	a.	Acquisition Credit Information 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				
	C.	The development has been provided an acknowledgement letter from Rural Development regarding its preservation priority?				
	d.	This development is an existing RD or HUD S8/236 development				
		<u>Note:</u> 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				
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				
	b.	All buildings qualify for an exception to the 10-year rule under IRC Section 42(d)(2)(D)(i),				
		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)				
	d.	There are different circumstances for different buildings				

F. REHAB INFORMATION

3.	Rehabil	tation Credit Information			
a.	Credit	s are being requested for rehabilitation expenditures	FALSE		
b	Minimum Expenditure Requirements				
	i.	All buildings in the development satisfy the rehab costs per unit requirement section 42(e)(3)(A)(ii)	ent of IRS		
	ii.	All buildings in the development qualify for the IRC Section 42(e)(3)(B) exc 10% basis requirement (4% credit only)	eption to the		
	iii.	All buildings in the development qualify for the IRC Section 42(f)(5)(B)(ii)(II exception)		
	iv.	There are different circumstances for different buildings	FALSE		

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:

TRUE TRUE TRUE

- a. Be authorized to do business in Virginia.
- b. Be substantially based or active in the community of the development.

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.

TRUE

TRUE

TRUE

d. Own, either directly or through a partnership or limited liability company, 100% of the general partnership or managing member interest.

e. Not be affiliated with or controlled by a for-profit organization.f. Not have been formed for the principal purpose of competition in the Non Profit Pool.

- 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)

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

B. Type of involvement:

C. Identity of Nonprofit (All nonprofit applicants):

The nonprofit organization involved in this development is:

Name: True Ground Housing Partners, Inc.

Contact Person: Carmen Romero

Street Address: 4318 Carlin Springs Rd

City: Arlington State: ► VA Zip: 22203

Phone: (703) 276-7444 Contact Email: cromero@truegroundhousing.org

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

G. NONPROFIT INVOLVEMENT

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

A. FALSE

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

Action: Provide Option or Right of First Refusal in recordable form using

Virginia Housing's template. (TAB V)

Provide Nonprofit Questionnaire (if applicable) (TAB I)

Name of qualified nonprofit: True Ground Housing Partners, Inc.

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

B. FALSE

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

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

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

H. STRUCTURE AND UNITS INFORMATION

1. Ge	neral Information			
a.	Total number of all units in development	67	bedrooms	79
	Total number of rental units in development	67	bedrooms	79
	Number of low-income rental units	67	bedrooms	79
	Percentage of rental units designated low-income	100.00%		
b.	Number of new units:67	bedrooms	79	
	Number of adaptive reuse units:	bedrooms	0	
	Number of rehab units: 0	bedrooms	0	
c.	If any, indicate number of planned exempt units (included in tot	al of all units in	development)	. 0
d.	Total Floor Area For The Entire Development		61,265.00	(Sq. ft.)
e.	Unheated Floor Area (i.e. Breezeways, Balconies, Storage)		96.00	(Sq. ft.)
f.	Nonresidential Commercial Floor Area (Not eligible for funding)		0.00	<u>)</u>
g.	Total Usable Residential Heated Area		61,169.00	(Sq. ft.)
h.	Percentage of Net Rentable Square Feet Deemed To Be New Re	ntal Space	100.00%	
i.	Exact area of site in acres 0.366			
j.	Locality has approved a final site plan or plan of development If True , Provide required documentation (TAB O).		FALSE	
k.	Requirement as of 2016: Site must be properly zoned for propo ACTION: Provide required zoning documentation (MANDATORY	•	nt.	
I.	Development is eligible for Historic Rehab credits Definition:		FALSE	
	The structure is historic, by virtue of being listed individually in t	he National Reg	gister of Historic Places, or c	lue to its

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

H. STRUCTURE AND UNITS INFORMATION

2. UNIT MIX

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

LIHTC Units can not be greater than Total Rental Units

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

			# of LIHTC
Unit Type	Average Sq	Foot	Units
Supportive Housing	0.00	SF	0
1 Story Eff - Elderly	0.00	SF	0
1 Story 1BR - Elderly	0.00	SF	0
1 Story 2BR - Elderly	0.00	SF	0
Eff - Elderly	0.00	SF	0
1BR Elderly	0.00	SF	0
2BR Elderly	0.00	SF	0
Eff - Garden	0.00	SF	0
1BR Garden	856.09	SF	55
2BR Garden	1173.67	SF	12
3BR Garden	0.00	SF	0
4BR Garden	0.00	SF	0
2+ Story 2BR Townhouse	0.00	SF	0
2+ Story 3BR Townhouse	0.00	SF	0
2+ Story 4BR Townhouse	0.00	SF	0
be sure to enter the values in	the		67

Total Rental Units
0
0
0
0
0
0
0
0
55
12
0
0
0
0
0
67

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

3. Structures

a.	Number of Buildings (containing rental unit	:s)	1		
b.	Age of Structure:	. 0 y	/ears	•	
c.	Maximum Number of stories:	. 5			
d.	The development is a <u>scattered site</u> develo	pment	<mark>FALSE</mark>		
e.	Commercial Area Intended Use:	No Commercial A	rea		
f.	Development consists primarily of :	(Only One Option	Below Can Be Tru	ıe)	
	i. Low Rise Building(s) - (1-5 stories with an	<u>ıy</u> structural eleme	ents made of woo	d)	TRUE
	ii. Mid Rise Building(s) - (5-7 stories with no	o structural eleme	nts made of wood	l)	FALSE
	iii. High Rise Building(s) - (8 or more stories	s with <u>no</u> structura	al elements made	of wood)	FALSE
g.	Indicate True for all development's structu	ral features that a	pply:		
	i. Row House/Townhouse	FALSE	v. Detached Sir	ngle-family	FALSE
	ii. Garden Apartments	TRUE	vi. Detached Tv	vo-family	FALSE
	iii. Slab on Grade	TRUE	vii. Basement		FALSE
	iv. Crawl space	FALSE			
h.	Development contains an elevator(s).	TRUE			
	If true, # of Elevators.	1			
	Elevator Type (if known)	Electric Traction			

STRUCTURE AND UNITS INFORMATION Н.

i.	Roof Type	Flat	
j.	Construction Type	Combination	
k.	Primary Exterior Finish	Brick	

4. Site Ame

Parking is shared with another entity

. Site Amenities (indicate all proposed)			
a. Business Center	FALSE	f. Limited Access	TRUE
b. Covered Parking	FALSE	g. Playground	FALSE
c. Exercise Room	FALSE	h. Pool	FALSE
d. Gated access to Site	FALSE	i. Rental Office	TRUE
e. Laundry facilities	FALSE	j. Sports Activity Ct	FALSE
		k. Other:	
I. Describe Community Facilities:			
m. Number of Proposed Parking Spaces	86		

n. Development located within 1/2 mile of an existing commuter rail, light rail or subway station or 1/4 mile from existing or proffered public bus stop. TRUE

If True, Provide required documentation (TAB K2).

5. Plans and Specifications

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

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

J. ENHANCEMENTS

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

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

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

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

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

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

REQUIRED:

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

	FALSE	a.	A community/meeting room with a minimum of 749 square feet is provided with free WIFI access restricted to residents only.
	42.12%	b1.	Percentage of brick covering the exterior walls.
	57.88%	b2.	Percentage of Fiber Cement Board or other similar low-maintenance material approved by the Authority covering exterior walls. Community buildings are to be included in percentage calculations.
	FALSE	c.	All kitchen light fixtures are LED and meet MDCR lighting guidelines.
	FALSE	d.	Cooking surfaces are equipped with fire suppression features as defined in the manual
	FALSE or	e.	Full bath fans are wired to primary light with delayed timer or has continuous exhaust by ERV/DOAS.
	FALSE	f.	Full bath fans are equipped with a humidistat.
	FALSE	g.	All faucets, toilets and showerheads in each bathroom are WaterSense labeled products.
	FALSE	h.	Rehab Only: Each unit is provided with the necessary infrastructure for high-speed internet/broadband service.
	FALSE	i.	Each unit is provided free individual high-speed internet access.
•			(Must have a minimum 20Mbps upload/ 100Mbps download speed per manual.)
	FALSE	j.	Every kitchen, living room and bedroom contains, at minimum, one USB charging port.
	FALSE	k.	Rehab only: Each unit has dedicated space, drain and electrical hook-ups to accept a permanently installed dehumidification system.
	or		
	FALSE	l.	All Construction types: each unit is equipped with a permanent dehumidification system.
	FALSE	m.	All interior doors within units are solid core.
	FALSE	n.	Installation of a renewable energy electric system in accordance with manufactorer's specifications and all applicable provisions of the National Electrical Code - Provide documentation at Tab F .
	FALSE	0.	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	v serving elderly tenants und	on completion of const	ruction/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:

LEED Certification

FALSE

TRUE

Earthcraft Gold or higher certification

FALSE

National Green Building Standard (NGBS)

Enterprise Green Communities (EGC)

certification of Silver or higher.

FALSE

Certification

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

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

TRUE

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.

7

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

10% of Total Rental Units

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

If not, please explain:



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

I. UTILITIES

1. Utilities Types:

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

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

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

Utilities	Е	nter Allow	ances by E	Bedroom Si	ze
	0-BR	1-BR	2-BR	3-BR	4-BR
Heating	0	14	18	0	0
Air Conditioning	0	2	4	0	0
Cooking	0	0	0	0	0
Lighting	0	34	40	0	0
Hot Water	0	3	5	0	0
Water	0	22	29	0	0
Sewer	0	0	0	0	0
Trash	0	0	0	0	0
Total utility allowance for costs paid by tenant	\$0	\$75	\$96	\$0	\$0

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

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

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

K. SPECIAL HOUSING NEEDS

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

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

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

FALSE

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.

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

FALSE tenants that are homeless or at risk of homelessness?

Action: Provide Permanent Supportive Housing Certification (Tab S)

FALSE

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

K.	SPEC	IAL H	IOUSI	NG I	NEEDS
----	------	-------	-------	------	-------

3. Leasing Preferences a. Will leasing pre waiting list?	eference be giv select:	en to applicants on Yes	a public housing waiting list and/or Section 8	3
Organization w	hich holds wai	ting list:	Loudoun County DHCD	
Contact persor	n: George Go	van		
Title:	Interim Dir	ector		
Phone Number	r: (703) 73	7-8323		
Action:	Provide require	ed notification docu	mentation (TAB L)	
	_		d families with childrene of 1 or less bedrooms).	FALSE
·	e or more bedr		serve individuals and families with children l	by
	•	•	sing Certified Management Agent. Proof of ore 8609s are issued.	

Download Current CMA List from VirginiaHousing.com

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

4. Target Population Leasing Preference

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

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

First Name: Stephen
Last Name: Boyce

Phone Number: (757) 640-2293 Email: sboyce@slnusbaum.com

K. SPECIAL HOUSING NEEDS

5. Re r	tal Assistance								
	a. Some of th	ne low-	income units	do or will receive rei	ntal assistance	FALSE			
	b. Indicate Ti	rue if re	ental assistanc	e will be available fr	om the following				
	FA	LSE	Rental Assis	tance Demonstratio	n (RAD) or other PHA convers	ion to			
		project based rental assistance.							
	FA	LSE	Section 8 Ne	w Construction Sub	stantial Rehabilitation				
	FA	LSE	Section 8 M	oderate Rehabilitati	on				
	FA	LSE	Section 811	Certificates					
	FA	LSE	Section 8 Pr	oject Based Assistan	ce				
	FA	LSE	RD 515 Rent	al Assistance					
	FA	LSE	Section 8 Vo	uchers					
			*Administer	ing Organization:					
	FA	LSE	State Assista						
			*Administer	ing Organization:					
	FA	LSE	Other:						
	c The Projec	rt Rase	d vouchers ah	ove are annlicable to	o the 30% units seeking points	c			
	c. The Projec	L Dase	a vouchers ab	ove are applicable to	FALSE				
			6.1						
	i. If True a	bove, r	iow many of t	ne 30% units Will no	t have project based vouchers	S ?			
	d. Number o	f units	receiving assis	tance:	0				
	How many	years	in rental assis	tance contract?					
	Expiration	date o	f contract:						
	There is ar	n Optio	n to Renew		FALSE				
	Act	ion:	Contract or	other agreement pr	ovided (TAB Q).				
	lia Hamaina Da								
o. Pur	lic Housing Re			ur rovitalizing Dublic	Housing Units?				
		-	-	or revitalizing Public Housing units?	HOUSING OTHES!				
	11 30, 11000	inany	CAISCILIS FUBIIC	i iousing units:					

L. UNIT DETAILS

1. Set-Aside Election:

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

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

a. Units Provided Per Household Type:

	Income Levels									
#	of Units	% of Units								
0		0.00%	20% Area Median							
	0	0.00%	30% Area Median							
	0	0.00%	40% Area Median							
	0	0.00%	50% Area Median							
	67	100.00%	60% Area Median							
	0	0.00%	70% Area Median							
	0	0.00%	80% Area Median							
	0	0.00%	Market Units							
I	67	100.00%	Total							

Rent Levels		
# of Units	% of Units	
0	0.00%	20% Area Median
0	0.00%	30% Area Median
0	0.00%	40% Area Median
0	0.00%	50% Area Median
67	100.00%	60% Area Median
0	0.00%	70% Area Median
0	0.00%	80% Area Median
0	0.00%	Market Units
67	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

FALSE

40% Levels

FALSE

50% levels

FALSE

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)
Mix 1	1 BR - 1 Bath
Mix 2	2 BR - 2 Bath
Mix 3	2 BR - 2 Bath
Mix 4	2 BR - 2 Bath
Mix 5	
Mix 6	
Mix 7	
Mix 8	
Mix 9	
Mix 10	

•
Rent Target
(Select One)
60% AMI
60% AMI
60% AMI
60% AMI

Number of Units	# of Units 504 compliant	Net Rentable Square Feet	Monthly Rent Per Unit	Total Monthly Rent
55	5	695.00	\$1,770.00	\$97,350
4		886.00	\$2,118.00	\$8,472
4		949.00	\$2,118.00	\$8,472
4	2	1144.00	\$2,118.00	\$8,472
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0

L. UNIT DETAILS

Mix 11					\$0
Mix 12					\$0
Mix 13					\$0
Mix 14					\$0
Mix 15					\$0
Mix 16					\$0
Mix 17					\$0
Mix 18					\$0
Mix 19					\$0
Mix 20					\$0
Mix 21					\$0
Mix 22					\$0
Mix 23					\$0
Mix 24					\$0
Mix 25					\$0
Mix 26					\$0
Mix 27					\$0
Mix 28					\$0
Mix 29					\$0
Mix 30					\$0
Mix 31					\$0
Mix 32					\$0
Mix 33		ŀ			\$0
Mix 34		ŀ			\$0
Mix 35		ŀ			\$0
Mix 36		ŀ			\$0
Mix 37		ŀ			\$0
Mix 38					\$0
Mix 39					\$0
Mix 40					\$0
Mix 41					\$0
					\$U \$0
Mix 42					\$0 \$0
Mix 43					\$0
Mix 44					
Mix 45					\$0
Mix 46					\$0
Mix 47		ŀ			\$0
Mix 48					\$0
Mix 49		ŀ			\$0
Mix 50		ļ			\$0
Mix 51					\$0
Mix 52					\$0
Mix 53					\$0
Mix 54					\$0
Mix 55					\$0
Mix 56					\$0
Mix 57					\$0
Mix 58					\$0
Mix 59					\$0
Mix 60					\$0
Mix 61					\$0
Mix 62					\$0
Mix 63					\$0
Mix 64		Ì			\$0
Mix 65					\$0
Mix 66		ŀ			\$0
Mix 67		ŀ			\$0
• .		L			70

L. UNIT DETAILS

Mix 68				\$0
Mix 69				\$0
Mix 70				\$0
Mix 71				\$0
Mix 72				\$0
Mix 73				\$0
Mix 74				\$0
Mix 75				\$0
Mix 76				\$0
Mix 77				\$0
Mix 78				\$0
Mix 79				\$0
Mix 80				\$0
Mix 81				\$0
Mix 82				\$0
Mix 83				\$0
Mix 84				\$0
Mix 85				\$0
Mix 86				\$0
Mix 87				\$0
Mix 88				\$0
Mix 89				\$0
Mix 90				\$0
Mix 91				\$0
Mix 92				\$0
Mix 93				\$0
Mix 94				\$0
Mix 95				\$0
Mix 96				\$0
Mix 97				\$0
Mix 98				\$0
Mix 99		_	_	\$0
Mix 100				\$0
TOTALS	·	 67	7	\$122,766

Total	67	Net Rentable SF:	TC Units	50,141.00
Units			MKT Units	0.00
		•	Total NR SF:	50,141.00

Floor Space Fraction (to 7 decimals)	100.00000%

M. OPERATING EXPENSES

1. Advertising/Marketing	Administrative:		Use Whole Numbers Only!
3. Office Supplies 4. Office/Model Apartment 5. Management Fee 3.49% of EGI 5. Manager Salaries 6. Manager Salaries 7. Staff Unit (s) 8. Legal 9. Auditing 10. Bookkeeping/Accounting Fees 10. Bookkeeping/Accounting Fees 11. Telephone & Answering Service 12. Tax Credit Monitoring Fee 13. Miscellaneous Administrative 5. Salaries 15. Electricity 16. Electricity 17. Gas 18. Sewer 19. Janitor/Cleaning Payroll 20. Janitor/Cleaning Supplies 21. Janitor/Cleaning Supplies 22. Exterminating 23. Tarsh Removal 24. Security Payroll/Contract 25. Grounds Supplies 26. Grounds Supplies 27. Grounds Contract 28. Maintenance/Repairs Payroll 29. Repairs/Material 30. Repairs Contract 31. Elevator Maintenance/Contract 32. Heating/Cooling Repairs & Maintenance 33. Pool Maintenance/Contract 32. Repairs/Material 33. Pool Maintenance/Contract 34. Seniar Salas 35. Decorating/Payroll/Contract 36. Decorating/Payroll/Contract 37. Salas 38. Salas 39. Repairs/Material 39. Repairs/Material 30. Repairs Contract 31. Elevator Maintenance/Contract 32. Heating/Cooling Repairs & Maintenance 34. Sonow Removal 35. Decorating/Payroll/Contract 36. Sonow Removal 37. Miscellaneous	 Advertising/Marketing 		\$1,223
A. Office/Model Apartment	2. Office Salaries		\$56,241
S. Management Fee \$47,768 3.49% of EGI \$712.96 Per Unit S.	3. Office Supplies		\$3,126
S. 1996 of EGI \$712.96 Per Unit S. 2,374	4. Office/Model Apartment	(type) \$0
6. Manager Salaries \$32,374 7. Staff Unit (s) \$50 8. Legal \$5,776 9. Auditing \$9,780 10. Bookkeeping/Accounting Fees \$0 11. Telephone & Answering Service \$7,336 12. Tax Credit Monitoring Fee \$0 13. Miscellaneous Administrative \$9,257 Total Administrative \$9,257 Total Coll \$18,291 15. Electricity \$18,291 15. Electricity \$34,527 16. Water \$13,204 17. Gas \$11,444 18. Sewer \$17,606 Total Utility \$95,072 Coperating: 19. Janitor/Cleaning Payroll \$0 20. Janitor/Cleaning Supplies \$2,010 21. Janitor/Cleaning Supplies \$2,010 22. Exterminating \$2,519 23. Trash Removal \$1,992 24. Security Payroll/Contract \$0 25. Grounds Payroll \$0 26. Grounds Supplies \$2,445 27. Grounds Contract \$5,184 <td>5. Management Fee</td> <td></td> <td>\$47,768</td>	5. Management Fee		\$47,768
7. Staff Unit (s) \$50 8. Legal \$5,776 9. Auditing \$9,780 10. Bookkeeping/Accounting Fees \$0 11. Telephone & Answering Service \$7,336 12. Tax Credit Monitoring Fee \$0 13. Miscellaneous Administrative \$9,257 Total Administrative \$9,257 Total Administrative \$9,257 Total Administrative \$9,257 Utilities 14. Fuel Oil \$18,291 15. Electricity \$34,527 16. Water \$13,204 17. Gas \$11,444 18. Sewer \$17,606 Total Utility \$95,072 Operating: 19. Janitor/Cleaning Payroll \$0 20. Janitor/Cleaning Supplies \$2,010 21. Janitor/Cleaning Supplies \$2,010 22. Exterminating \$2,519 23. Trash Removal \$14,992 24. Security Payroll/Contract \$0 25. Grounds Payroll \$0 26. Grounds Suppl	3.49% of EGI	\$712.96 Per Unit	
8. Legal \$7,776 9. Auditing \$9,780 10. Bookkeeping/Accounting Fees \$7,336 11. Telephone & Answering Service \$7,336 12. Tax Credit Monitoring Fee \$0 13. Miscellaneous Administrative \$9,257 Total Administrative \$13,201 Utilities Utilities 14. Fuel Oil \$18,291 15. Electricity \$34,527 16. Water \$13,204 17. Gas \$11,444 18. Sewer \$17,606 Total Utility \$95,072 Operating: 19. Janitor/Cleaning Payroll \$0 20. Janitor/Cleaning Supplies \$2,010 21. Janitor/Cleaning Contract \$25,920 22. Exterminating \$25,519 23. Trash Removal \$14,992 24. Security Payroll/Contract \$0 25. Grounds Supplies \$2,245 27. Grounds Supplies \$2,445 27. Grounds Supplies \$2,445 28. Repairs/Material \$3,473 <td>6. Manager Salaries</td> <td></td> <td>\$32,374</td>	6. Manager Salaries		\$32,374
9. Auditing \$9,780 10. Bookkeeping/Accounting Fee \$0 11. Telephone & Answering Service \$7,336 12. Tax Credit Monitoring Fee \$0 13. Miscellaneous Administrative \$9,257 Total Administrative \$9,257 Utilities 14. Fuel Oil \$18,291 15. Electricity \$34,527 16. Water \$13,204 17. Gas \$11,444 18. Sewer \$17,606 Total Utility \$95,072 Operating: 19. Janitor/Cleaning Payroll \$0 20. Janitor/Cleaning Supplies \$2,010 21. Janitor/Cleaning Contract \$25,920 22. Exterminating \$2,519 23. Trash Removal \$14,992 24. Security Payroll/Contract \$0 25. Grounds Supplies \$2,445 27. Grounds Contract \$5,184 28. Maintenance/Repairs Payroll \$0 26. Grounds Contract \$5,184 27. Maintenance/Repairs Payroll \$2,945 28. Repairs Ontract \$0 31. Elevator Maintenance/Con	7. Staff Unit (s)	(type) \$0
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11. Telephone & Answering Service \$7,336 12. Tax Credit Monitoring Fee \$0 13. Miscellaneous Administrative \$9,257 Total Administrative \$174,881 Utilities 14. Fuel Oil \$18,291 15. Electricity \$34,527 16. Water \$13,204 17. Gas \$11,444 18. Sewer \$17,606 Total Utility \$95,072 Operating: 19. Janitor/Cleaning Payroll \$0 20. Janitor/Cleaning Supplies \$2,010 21. Janitor/Cleaning Contract \$25,920 22. Exterminating \$2,519 23. Trash Removal \$14,992 24. Security Payroll/Contract \$0 25. Grounds Supplies \$2,445 27. Grounds Contract \$5 28. Maintenance/Repairs Payroll \$2,934 29. Repairs/Material \$3,473 30. Repairs Contract \$0 31. Elevator Maintenance/Contract \$0 32. Heating/Cooling Repairs & Maintenance \$1,956 33. Pool Maintenance/Contract/Staff \$0	9. Auditing		\$9,780
12. Tax Credit Monitoring Fee \$0 13. Miscellaneous Administrative \$9,257 Total Administrative \$174,881 Utilities 14. Fuel Oil \$18,291 15. Electricity \$34,527 16. Water \$13,204 17. Gas \$11,444 18. Sewer \$17,606 Total Utility \$95,072 Operating: 19. Janitor/Cleaning Payroll \$0 20. Janitor/Cleaning Supplies \$2,010 21. Janitor/Cleaning Contract \$25,920 22. Exterminating \$2,2519 23. Trash Removal \$14,992 24. Security Payroll/Contract \$0 25. Grounds Payroll \$0 26. Grounds Supplies \$2,445 27. Grounds Contract \$5,184 28. Maintenance/Repairs Payroll \$29,343 29. Repairs/Material \$3,473 30. Repairs Contract \$3,473 31. Elevator Maintenance/Contract \$1,5163 32. Heating/Cooling Repairs & Maintenance \$1,956 33. Pool Maintenance/Contract \$0 3	Bookkeeping/Accounting Fe	es	\$0
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37. Miscellaneous \$40,863			
	37. Miscellaneous		
	Totals Operating	& Maintenance	

M. OPERATING EXPENSES

Taxes & Insurance			
38. Real Estate Taxes			\$195,501
39. Payroll Taxes			\$21,396
40. Miscellaneous Taxes/Lic	enses/Permits		\$5,545
41. Property & Liability Insu	rance \$4	50 per unit	\$30,174
42. Fidelity Bond			\$0
43. Workman's Compensation	on		\$2,494
44. Health Insurance & Emp	loyee Benefits		\$12,960
45. Other Insurance			\$734
Total Taxes 8	k Insurance		\$268,804
Total Operat	ing Expense		\$683,603
Total Operating	\$10,203 C. Total Operating	49.90	%
Expenses Per Unit	Expenses as % of E		<u></u>
Expenses i ei oine	Expenses as 70 or E	. .	
Replacement Reserves (Total # Units X \$300 or \$250 New Cons	t./Elderly Minimum)	\$20,100
Total Expens	es		\$703,703

N. PROJECT SCHEDULE

ACTIVITY	ACTUAL OR ANTICIPATED DATE	NAME OF RESPONSIBLE PERSON
1. SITE		
a. Option/Contract	2/10/2025	Mitch Crispell
b. Site Acquisition	10/30/2026	Mitch Crispell
c. Zoning Approval	4/19/2022	Mitch Crispell
d. Site Plan Approval	10/7/2026	Mitch Crispell
2. Financing a. Construction Loan		
i. Loan Application	12/1/2025	Mitch Crispell
ii. Conditional Commitment	3/1/2026	Mitch Crispell
iii. Firm Commitment	8/15/2026	Mitch Crispell
b. Permanent Loan - First Lien		
i. Loan Application	12/1/2025	Mitch Crispell
ii. Conditional Commitment	3/1/2026	Mitch Crispell
iii. Firm Commitment	8/15/2026	Mitch Crispell
c. Permanent Loan-Second Lien		
i. Loan Application	N/A	Mitch Crispell
ii. Conditional Commitment	N/A	Mitch Crispell
iii. Firm Commitment	N/A	Mitch Crispell
d. Other Loans & Grants		
i. Type & Source, List	VHTF	Mitch Crispell
ii. Application	8/1/2025	Mitch Crispell
iii. Award/Commitment	1/1/2026	Mitch Crispell
2. Formation of Owner	9/17/2024	Mitch Crispell
3. IRS Approval of Nonprofit Status	12/18/1990	Mitch Crispell
4. Closing and Transfer of Property to Owner	10/30/2026	Mitch Crispell
5. Plans and Specifications, Working Drawings	3/4/2026	Mitch Crispell
6. Building Permit Issued by Local Government	10/22/2026	Mitch Crispell
7. Start Construction	11/16/2026	Mitch Crispell
8. Begin Lease-up	4/19/2028	Mitch Crispell
9. Complete Construction	6/19/2028	Mitch Crispell
10. Complete Lease-Up	11/20/2028	Mitch Crispell
11. Credit Placed in Service Date	6/19/2028	Mitch Crispell

O. PROJECT BUDGET - HARD COSTS

Cost/Basis/Maximum Allowable Credit

Complete cost column and basis column(s) as appropriate

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

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

Must Use Whole Numbers Only!			Amount of Cost up to 100% Includable in Eligible BasisUse Applicable Column(s):		
				nt Value Credit"	(D)
	Item	(A) Cost	(B) Acquisition	(C) Rehab/	"70 % Present
		((-)::::	New Construction	Value Credit"
1. Cont	ractor Cost				
a.	Unit Structures (New)	17,603,616	0	17,603,616	0
b.	Unit Structures (Rehab)	0	0	0	0
c.	Non Residential Structures	0	0	0	0
d.	Commercial Space Costs	0	0	0	0
e.	Structured Parking Garage	0	0	0	0
	Total Structure	17,603,616	0	17,603,616	0
f.	Earthwork	0	0	0	0
g.	Site Utilities	0	0	0	0
h.	Renewable Energy	0	0	0	0
i.	Roads & Walks	0	0	0	0
j.	Site Improvements	48,910	0	0	0
k.	Lawns & Planting	0	0	0	0
l.	Engineering	23,575	0	23,575	0
m.	Off-Site Improvements	0	0	0	0
n.	Site Environmental Mitigation	0	0	0	0
0.	Demolition	0	0	0	0
p.	Site Work	947,366	0	631,577	0
q.	Hard Cost Contingency	1,041,261	0	624,757	0
	Total Land Improvements	2,061,112	0	1,279,909	0
	Total Structure and Land	19,664,728	0	18,883,525	0
r.	General Requirements	887,892	0	887,892	0
S.	Builder's Overhead	654,222	0	590,639	0
(3.3% Contract)				
t.	Builder's Profit	795,712	0	795,712	0
(4.0% Contract)				
u.	Bonds	0	0	0	0
v.	Building Permits	0	0	0	0
w.	Special Construction	0	0	0	0
x.	Special Equipment		0	0	0
у.	Other 1: GC Utility Usage During		0	29,584	0
Z.	Other 2:	0	0	0	0
aa.	Other 3:	0	0	0	0
	Contractor Costs	\$22,075,919	\$0	\$21,187,352	\$0

Construction cost per unit: \$329,491.33

MAXIMUM COMBINED GR, OVERHEAD & PROFIT =

\$2,753,062

ACTUAL COMBINED GR, OVERHEAD & PROFIT =

\$2,337,826

Enter Percentages to determine value to enter into grid above:

General Requirements	0.00%	\$0
Builder's Overhead	0.00%	\$0
Builder's Profit	0.00%	\$0

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.

		Amount of Cost up to 100% Includable in Eligible BasisUse Applicable Column(s):			
MUST USE WHOLE NUMBERS ONLY!		"30% Present	(D)		
Item	(A) Cost	(B) Acquisition	(C) Rehab/ New Construction	"70 % Present Value Credit"	
2. Owner Costs					
a. Building Permit	0	0	0	0	
b. Architecture/Engineering Design Fee	957,935		957,935	0	
\$14,298 /Unit)	,		,		
c. Architecture Supervision Fee	0	0	0	0	
\$0 /Unit)					
d. Tap Fees	1,340,595	0	1,340,595	0	
e. Environmental	1,712	0	1,712	0	
f. Soil Borings	24,455	0	24,455	0	
g. Green Building (Earthcraft, LEED, etc.)	70,433	0	70,433	0	
h. Appraisal	9,728	0	9,728	0	
i. Market Study	2,500	0	2,500	0	
j. Site Engineering / Survey	143,746	0	143,746	0	
k. Construction/Development Mgt	384,681	0	384,681	0	
I. Structural/Mechanical Study	0	0	0	0	
m. Construction Loan Origination Fee	173,195	0	163,045	0	
n. Construction Interest	962,507	0	770,006	0	
(0.0% for 0 months)	•		· · ·		
o. Taxes During Construction	66,739	0	66,739	0	
p. Insurance During Construction	576,952	0	576,952	0	
q. Permanent Loan Fee	178,808				
(0.0%)	•				
r. Other Permanent Loan Fees	103,405				
s. Letter of Credit	0	0	0	0	
t. Cost Certification Fee	0	0	0	0	
u. Accounting	29,346	0	29,346	0	
v. Title and Recording	97,820	0	0	0	
w. Legal Fees for Closing	200,000	0	50,000	0	
x. Mortgage Banker	0	0	0	0	
y. Tax Credit Fee	83,501				
z. Tenant Relocation	0		•	•	
aa. Fixtures, Furnitures and Equipment	322,633	0	306,502	0	
ab. Organization Costs	0		,		
ac. Operating Reserve	618,398				
ad. Soft Costs Contingency	,				
ae. Security	0	0	0	0	
af. Utilities	58,692	0	58,692	0	
ag. Supportive Service Reserves	0		,		

O. PROJECT BUDGET - OWNER COSTS

(1) Other* specify: Marketing	85,593	0	0	0
(2) Other* specify: Reimbursables	55,596	0	35,596	0
(3) Other* specify: Submetering	36,683	0	36,683	0
(4) Other* specify: Construction Inspections	11,249	0	11,249	0
(5) Other * specify: Telecom Systems	193,666	0	0	0
(6) Other* specify: Commissioning	220,095	0	220,095	0
(7) Other* specify: Traffic Engineering	48,421	0	48,421	0
(8) Other* specify: Land Holding Costs	134,788	0	0	0
(9) Other* specify: Soft Cost Contingency	242,073	0	121,036	0
				·
Owner Costs Subtotal (Sum 2A2(10))	\$7,435,945	\$0	\$5,430,147	\$0
Subtotal 1 + 2	\$29,511,864	\$0	\$26,617,499	\$0
(Owner + Contractor Costs)				
3. Developer's Fees	2,847,221	0	2,847,221	0
4. Owner's Acquisition Costs				
Land	703,395			
Existing Improvements	0	0		
Subtotal 4:	\$703,395	\$0		
5. Total Development Costs				
Subtotal 1+2+3+4:	\$33,062,480	\$0	\$29,464,720	\$0

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

(Provide documentation at **Tab E**) \$0 **Land Building**

Maximum Developer Fee: \$2,847,221

Proposed Development's Cost per Sq Foot \$528 Proposed Cost by Sq Ft exceeds limit

Applicable Cost Limit by Square Foot: \$520

Proposed Development's Cost per Unit \$482,971 Meets Limits

Applicable Cost Limit per Unit: \$550,481

P. ELIGIBLE BASIS CALCULATION

			Amount of Cost up to 100% Includable in Eligible BasisUse Applicable Column(s):				
				nt Value Cred		olumn(s):	
	lhore	(A) Cost				"70 % Present	
	Item	(A) Cost	(B) Acquisition	Constru	action	Value Credit"	
1.	Total Development Costs	33,062,480		0 29	9,464,720	0	
2.	Reductions in Eligible Basis						
	Amount of federal grant(s) used to fine qualifying development costs	ance		0	0	0	
	b. Amount of nonqualified, nonrecourse	financing		0	0	0	
	c. Costs of nonqualifying units of higher (or excess portion thereof)	quality		0	0	0	
	d. Historic Tax Credit (residential portion)		0	0	0	
3.	Total Eligible Basis (1 - 2 above)			0 29	9,464,720	0	
4.	Adjustment(s) to Eligible Basis (For non-a	acquisition costs in	eligible basis)				
	a. For QCT or DDA (Eligible Basis x 30%) State Designated Basis Boosts:				0	0	
	b. For Revitalization or Supportive Housingc. For Green Certification (Eligible Basis x		30%)		0	0	
	Total Adjusted Eligible basis			29	9,464,720	0	
5.	Applicable Fraction		100.000009	% 100	0.00000%	100.00000%	
6.	Total Qualified Basis			0 29	9,464,720	0	
	(Eligible Basis x Applicable Fraction)						
7.	Applicable Percentage		4.009	%	4.00%	9.00%	
8.	Maximum Allowable Credit under IRC §4 (Qualified Basis x Applicable Percentage)		\$0) \$1	,178,589	\$0	
	(Must be same as BIN total and equal to other than credit amount allowed)	or less	Com	\$1 8 bined 30%	,178,589 70% P. V. C	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:

Please help us with the process

Do not leave blank lines between sources

		Date of	Date of	Amount of	
	Source of Funds	Application	Commitment	Funds	Name of Contact Person
1.	Construction & Bridge Loa	12/01/25	08/15/26	\$7,319,465	TBD
2.					
3.					
	Total Construction Funding:		\$7,319,465		

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

			((Whole Numbers only)		Interest	Amortization	Term of
		Date of	Date of	Amount of	Annual Debt	Rate of	Period	Loan
Source of Funds		Application	Commitment	Funds	Service Cost	Loan	IN YEARS	(years)
1.	Virginia Housing Debt	12/1/2025	3/1/2026	\$2,811,257	\$209,635	6.75%	35	35
2.	VH Strategic Program	12/1/2025	3/1/2026	\$3,129,139	\$165,136	3.95%	35	35
3.	REACH Lmatch	12/1/2025	3/1/2026	\$3,000,000	\$158,321	3.95%	35	35
4.	Loudoun County Loan	9/24/2024	2/28/2025	\$10,000,000		1.00%		40
5.	Virginia Housing Trust Fun	8/1/2025	1/1/2026	\$2,000,000	\$20,000	1.00%	35	35
6.	National Housing Trust Fu	8/1/2025	1/1/2026	\$1,000,000	\$10,000	1.00%		35
7.								
8.								
9.								
10.								
Total Permanent Funding:				\$21,940,396	\$563,092			

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

		Date of	Date of	Amount of	
Source of Funds		Application	Commitment	Funds	Name of Contact Person
1.	Permit Fee Waiver	4/3/2025	4/23/2025	\$50,000	Cam Jones cam.jones@loudoun.gov
2.					
3.					
4.					
5.					
6.					
Total Permanent Grants:				\$50,000	

Q. SOURCES OF FUNDS

4. Subsidized Funding

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

5. Recap of Federal, State, and Local Funds

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

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

Below-Market Loans

TE: See Below For 50% Test Status

	TE: See Belov	v For 50% Test S
a.	Tax Exempt Bonds	\$16,259,861
b.	RD 515	\$0
c.	Section 221(d)(3)	\$0
d.	Section 312	\$0
e.	Section 236	\$0
f.	Virginia Housing REACH Funds	\$6,136,634
g.	HOME Funds	\$0
h.	Choice Neighborhood	\$0
i	National Housing Trust Fund	\$1,000,000
j	Virginia Housing Trust Fund	\$2,000,000
k	Other:	\$10,000,000
	Loudoun County Loan	
- 1	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 1	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: 53.90%						
7. Som	7. Some of the development's financing has credit enhancements						
8. Othe	er Subsidies	Action:	Provide docum	entation (Tab Q)			
a.	FALSE	Real Estate T	ax Abatement	on the increase in the v	alue of the	development	
b.	FALSE	New project project based	•	from HUD or Rural Dev	elopment o	r any other bi	nding federal
	0	Number of N	ew PBV Vouch	ers			
C.	FALSE	Other _					
9. A HU	JD approval for transfer of	physical asset i	is required		FALSE		

R. EQUITY

1. Equity

a.	Portion of Sv	ndication.	Proceeds	Attributable	to	Historic	Tax Cred	it
----	---------------	------------	----------	--------------	----	----------	----------	----

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 E	Equity \$ \$0.000	= \$0	

c. Equity that Sponsor will Fund:

i.	Cash Investment	\$0	
ii.	Contributed Land/Building	\$0	
iii.	Deferred Developer Fee	\$48,907	(Note: Deferred Developer Fee cannot be negative.)
iv.	45L Credit Equity	\$62,304	
.,	Othor	Śn	

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 \$111,211

2. Equity Gap Calculation

a. Total Development Cost \$33,062,480

o. Total of Permanent Funding, Grants and Equity - \$22,101,607

c. Equity Gap \$10,960,873

d. Developer Equity - \$1,093

e. Equity gap to be funded with low-income tax credit proceeds

3. Syndication Information (If Applicable)

a.	Actual or Anticipated Nar	me of Syndicator:	>	Truist Commun	ity Capital, LL	С	
	Contact Person:	Steve Smith			Phone:	(410) 486-1656	
	Street Address:	ess: 120 East Baltimore St.					
	City: Baltimore		State:	Maryland	Zip:	21202	

b. Syndication Equity

i.	Anticipated Annual Credits	\$1,178,589.00
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
٧.	Net credit amount anticipated by user of credits	\$1,178,471
vi.	Total to be paid by anticipated users of credit (e.g., limited partners)	\$10,959,780

c. Syndication: Private Action: Provide Syndicator's or Investor's signed Letter of Intent (Mandatory at Tab C)

4. Net Syndication Amount

Which will be used to pay for Total Development Costs

5. Net Equity Factor 92.9999863193%

Must be equal to or greater than 85%, unless the applicant has an approved waiver

\$10,959,780

\$10,959,780

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. T	otal Development Costs			\$33,062,480
2. L	ess Total of Permanent Funding, (Grants and Equity	-	\$22,101,607
3. E	equals Equity Gap			\$10,960,873
	Divided by Net Equity Factor Percent of 10-year credit expecte	d to be raised as equity	investment)	92.9999863193%
5. E	quals Ten-Year Credit Amount Ne	eded to Fund Gap		\$11,785,886
D	Divided by ten years			10
6. E	Equals Annual Tax Credit Required	to Fund the Equity Gap)	\$1,178,589
	Maximum Allowable Credit Amour from Eligible Basis Calculation)	nt		\$1,178,589
8. R	Requested Credit Amount		For 30% PV Credit:	\$1,178,589 \$0
	Credit per LI Units Credit per LI Bedroom	\$17,590.8806 \$14,918.8481	Combined 30% & 70% PV Credit Requested	\$1,178,589

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

GOAL SEEK FUNCTION

If an error message displays that the reservation amount is not equal to the equity gap amount, you may use the goal seek function within the Excel spreadsheet to resolve the issue. To use the "Goal Seek" function, first select cell L28 above. Then, select Data ribbon at the top of Excel and click on "What If Analysis". Select Goal Seek from the available selections. A Goal Seek box will appear with the Annual Credits Required to Fund the Equity Gap value shown in "Set Cell". Click the "To Value" box and type in the amount that the equity gap should be (which should equal the reservation amount below). Then click "By Changing Cell" box and navigate to Equity tab and select cell with value for Deferred Developer Fee and click OK. A new box will appear indicating that a solution has been found. If the amount is correct, click OK. If the amounts are now equal, the error message will disappear.

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 L	HTC Units	\$122,766
Plus Other Income Source (list):		\$0
Equals Total Monthly Income:		\$122,766
Twelve Months		x12
Equals Annual Gross Potential Inco	me	\$1,473,192
Less Vacancy Allowance	7.0%	\$103,123
Equals Annual Effective Gross Inco	ome (EGI) - Low Income Units	\$1,370,069

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

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

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

3. Cash Flow (First Year)

	· · · · · · · · · · · · · · · · · · ·	
a.	Annual EGI Low-Income Units	\$1,370,069
b.	Annual EGI Market Units	\$0
c.	Total Effective Gross Income	\$1,370,069
d.	Total Expenses	\$703,703
e.	Net Operating Income	\$666,366
f.	Total Annual Debt Service	\$563,092
g.	Cash Flow Available for Distribution	\$103,274

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	1,370,069	1,397,470	1,425,419	1,453,928	1,483,006
Less Oper. Expenses	703,703	724,814	746,559	768,955	792,024
Net Income	666,366	672,656	678,861	684,972	690,982
Less Debt Service	563,092	563,092	563,092	563,092	563,092
Cash Flow	103,274	109,564	115,769	121,880	127,890
Debt Coverage Ratio	1.18	1.19	1.21	1.22	1.23

	Year 6	Year 7	Year 8	Year 9	Year 10
Eff. Gross Income	1,512,666	1,542,920	1,573,778	1,605,254	1,637,359
Less Oper. Expenses	815,785	840,258	865,466	891,430	918,173
Net Income	696,882	702,662	708,312	713,824	719,186
Less Debt Service	563,092	563,092	563,092	563,092	563,092
Cash Flow	133,790	139,570	145,220	150,732	156,094
Debt Coverage Ratio	1.24	1.25	1.26	1.27	1.28

	Year 11	Year 12	Year 13	Year 14	Year 15
Eff. Gross Income	1,670,106	1,703,508	1,737,578	1,772,330	1,807,776
Less Oper. Expenses	945,718	974,090	1,003,312	1,033,412	1,064,414
Net Income	724,388	729,419	734,266	738,918	743,362
Less Debt Service	563,092	563,092	563,092	563,092	563,092
Cash Flow	161,296	166,327	171,174	175,826	180,270
Debt Coverage Ratio	1.29	1.30	1.30	1.31	1.32

Totals from all buildings

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

Number of BINS:

\$0

\$1,178,589

		NU	MBER	Please help us with the process:					30% Pr	esent Value			30% Pre	sent Value			•		
			OF	DO NOT use the CUT feature						r Acquisition		Cre		New Construc	tion		70% Present	Value Credit	
				DO NOT SKIP LINES BETWEEN BUIL	LDINGS				Actual or				Actual or				Actual or		ı
		TAX	MARKET					Estimate	Anticipated			Estimate	Anticipated			Estimate	Anticipated	1	ı
	BIN	CREDIT		Street Address 1 Street	City	State	Zip	Qualified	In-Service	Applicable	Credit	Qualified	In-Service	Applicable	Credit	Qualified	In-Service	Applicable	Cred
L	if known	UNITS	UNITS	Address		-		Basis	Date	Percentage	Amount	Basis	Date	Percentage	Amount	Basis	Date	Percentage	Amoi
٠		67		Final address not yet assigned; interim addr	res Chantilly	VA	20152				\$0	\$29,464,720	06/19/28	4.00%	\$1,178,589				1
-											\$0				\$0				1
Ŀ											\$0				\$0				1
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3.											\$0 \$0				\$0				i
4.											\$0				\$0				
5.											\$0				\$0				

Number of BINS:

\$0

\$29,464,720

\$0

\$0

V. STATEMENT OF OWNER

The undersigned hereby acknowledges the following:

- 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.
- 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.
- that the undersigned is responsible for ensuring that the proposed development will be comprised of
 qualified low-income buildings and that it will in all respects satisfy all applicable requirements of federal tax
 law and any other requirements imposed upon it by Virginia Housing prior to allocation, should one be issued.
- 6. that the undersigned commits to providing first preference to members of targeted populations having state rental assistance and will not impose any eligibility requirements or lease terms terms for such individuals that are more restrictive than its standard requirements and terms, the terms of the MOU establishing the target population, or the eligibility requirements for the state rental assistance.
- 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.
- 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.

OWNER

Avonlea Phase 2 Four Limited Partnership,

a Virginia limited partnership

By: Avonlea Phase 2 Joint Venture Four LLC,

a Virginia limited liability company, its general partner

By: Avonlea Phase 2 Four Development LLC,

a Virginia limited liability company, its managing member

Carmen Romero, President

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:

Zachary R. Schooley 401019064

Virginia License#: Architecture Firm or Company:

Grimm and Parker Architecture, Inc.

By:

Its:

Partner

(Title)

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

V. Previous Participation Certification

Development Name: Avonlea Family (Avonlea Phase 2 Four LP)

Name of Applicant (entity): Avonlea Phase 2 Four Limited Partnership

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 only:

- "Principal" has the same meaning as defined within the QAP, but as applied to each specific property referenced within this Certification, it excludes individuals and entities whose ownership interest is solely vested in limited partnership interests of the ownership entity.
- "Participant" means all Principals of the Owner who are required to be individually listed within a Schedule A attached hereto.

Accordingly, I hereby certify the following:

- 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 have been convicted of a felony and none are presently the subject of a complaint of 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. Virginia Housing | Federal Housing Credit Manual 100
- 8. None of the Participants have 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 have 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. No Participant is a Virginia Housing employee or a member of the immediate household of any Virginia Housing employee.
- 11. None of the Participants participate 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 have 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. No Participant 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. No Participants are 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. No Participant 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 and failure to certify, I have attached the following, which if not provided will automatically disqualify this Application from consideration:

A. Supporting documentation sufficient to both outline the relevant facts and circumstances that necessitated each deletion and to explain why such deletion(s) should not result in disqualification; and

B. A draft of Virginia Housing's form Right of First Refusal, which the Applicant commits to properly execute and record as a condition of any reservation or allocation of low-income housing tax credits made with regard to the Development named above.

Any material misrepresentations or omissions made on this form are grounds for rejection of this Application, forfeiture of any credits awarded with connection with this Application, and prohibition against the submission of future applications.

Signature	
Carmen Romero	
Printed Name	
	6/24/2025

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

INSTRUCTIONS

- 1. A Schedule A is required for every individual that makes up the GP or Managing Member, except as follows:
 - For Principals organized as a corporation (public or private), nonprofit organization, or governmental entity, you are only required to list the names of any officer: 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 25 individual members, you are only required to list the names of any officers and any managing member responsible for managing the affairs of the company, along with the name of any individual members holding 25% or more interest in the Principal
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- 2. For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement atTab D.
- 3. List only tax credit development experience for the past 15 years.
- 4. Use separate forms as needed, for each principal. Five additional tabs are available at the end of the application. Contact Virginia Housing if you need more available within the application

Development Name: Avonlea Family (Avonlea Phase 2 Four LP)

Name of Applicant: Avonlea Phase 2 Four Limited Partnership

Principals' Name: True Ground Housing Partners, Inc.

					CGP or "Named"	Total	Total Low			Uncorrected
				Ownership	Managing Member	Develop-	Income	Placed in	8609 Issued	8823s? If Y,
- "	Development Name		Ownership Entity		at the time of deal?		Units	Service Date	Date	Explain at Tab D
	Courthouse Crossings	.,	Courthouse Crossings Limited Partnership	(703) 276-7444	Υ	112	112	., ,		
2.	Fisher House	1201 & 1211 N. Kennebec	Fisher House Limited Partnership	(703) 276-7444	Υ	33	33	9/14/2007	6/19/2008	N
3.	Parc Rosslyn	1531 N. Pierce St., Arlingto	Rosslyn Ridge Associates Limited Partnership	(703) 276-7444	N	238	96	9/30/2008	5/20/2009	N
_	Columbia Grove Apartments	1001, 1003, 1011, 1012, 1		(703) 276-7444	Υ	208	130	1/10/2009	7/13/2012	Υ
5.	Buchanan Gardens	914 South Buchanan St., A	Buchanan Gardens Limited Partnership	(703) 276-7444	Υ	111	111	10/31/2011	8/8/2013	N
6.	Arlington Mill Residences	901 South Dinwiddie St., A	Arlington Mill Limited Partnership	(703) 276-7444	Υ	122	121	1/31/2014	10/15/2014	N
	The Springs Apartments			(703) 276-7444		104	98	-, -, -		
_	Columbia Hills East	· ·	Columbia Hills East Limited Partnership	(703) 276-7444		97	97	9/28/2018		
_	Columbia Hills West	· · · · · · · · · · · · · · · · · · ·	Columbia Hills West Limited Partnership	(703) 276-7444	Υ	132	132			
	Gilliam Place East	,	Gilliam Place East Limited Partnership	(703) 276-7444	Υ	83	83			
11.	Gilliam Place West	3507 Columbia Pike, Arlin	Gilliam Place West Limited Partnership	(703) 276-7444	Υ	90	90	8/2/2019	9/10/2020	N
			APAH Westover Apartments Limited							
_	Fisher House II	5705, 5711, 5717 Washing	-	(703) 276-7444	Υ	68	68	5700 11th St.		
_	Queens South Nine	1805 N Quinn Street, Arlin	Queens South Nine Limited Partnership	(703) 276-7444	Υ	90	90	-,,	8/4/2022	N
14.	Queens North Four	1801 - 1805 N Quinn Stree	Queens North Four Limited Partnership	(703) 276-7444	Υ	159	156	3/30/2021	8/4/2022	N
15.	Post West Nine	3445 Washington Bouleva	Post West Nine Limited Partnership	(703) 276-7444	Υ	80	80	7/28/2022	8/28/2024	N
16.	Post East Four	3445 Washington Bouleva	Post East Four Limited Partnership	(703) 276-7444	Υ	80	80	7/28/2022	7/24/2024	N
17.	Mt. Sterling Senior 9% B	21394 Mount Sterling Terr	Mt. Sterling Senior 9% Owner LLC	(703) 276-7444	Υ	48	48	8/29/2022	8/8/2023	N
18.	Mt. Sterling Senior 4%	21394 Mount Sterling Terr	Mt. Sterling Senior 4% Owner LLC	(703) 276-7444	Υ	50	50	8/29/2022	8/30/2023	N
19.	Snowden's Ridge Apartments	2000-2010, 2014-2026, 20	APAH Snowden Limited Partnership	(703) 276-7444	Υ	87	87	3/19/2021	7/10/2023	N
20.	Oakwood South Nine	5815 S Van Dorn Street, A	Oakwood South Nine Limited Partnership	(703) 276-7444	Υ	71	71	6/26/2023	1/21/2025	N
21.	Oakwood North Four	5815 S Van Dorn Street, A	Oakwood North Four Limited Partnership	(703) 276-7444	Υ	79	79	6/26/2023	TBD	N
22.	Ballston Station	4201 Fairfax Drive, Arlingt	Ballston Limited Partnership	(703) 276-7444	Υ	144	144	3/15/2024	TBD	N
23.	Braddock Nine	10055 Braddock Road, Fai	Braddock Nine Limited Partnership	(703) 276-7444	Υ	36	36	2/28/2024	TBD	N
24.	Braddock Four	10055 Braddock Road, Fai	Braddock Four Limited Partnership	(703) 276-7444	Υ	44	44	2/28/2024	TBD	N
25.	Arna + Marbella	2300 25th St South, Arling	Arna Marbella Limited Partnership	(703) 276-7444	Υ	101	101	1220 N. Queei	TBD	N
26.	Riggs Crossing	5543 South Dakota Ave NI	Fort Totten Limited Partnership	(703) 276-7444	Υ	93	93	TBD	TBD	N
27.	Marbella South Four	1300 N. Pierce Street, Arli	Marbella South Four Limited Partnership	(703) 276-7444	Υ	138	138	TBD	TBD	N
28.	Marbella North Nine	1300 N. Pierce Street, Arli	Marbella North Nine Limited Partnership	(703) 276-7444	Υ	96	96	TBD	TBD	N
29.	Dominion North Four	1592 Spring Hill Road, Tys	APAH Tysons North Four Limited Partnership	(703) 276-7444	Y	265	265	TBD	TBD	N
	Dominion South Four		APAH Tysons South Four Limited Partnership	` '		251		TBD	TBD	N
	Avonlea Four		Avonlea Four Limited Partnership	(703) 276-7444		65		TBD	TBD	N
32.	Avonlea Nine	24790 Pinebrook Road, Ch	Avonlea Nine Limited Partnership	(703) 276-7444	Υ	65	65	TBD	TBD	N
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^{*} Must have the ability to bind the LIHTC entity; document with Partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

INSTRUCTIONS

Name of Applicant:

1. A Schedule A is required for every individual that makes up the GP or Managing Member, except as follows:

Avonlea Phase 2 Four Limited Partnership

- For Principals organized as a corporation (public or private), nonprofit organization, or governmental entity, you are only required to list the names of any officer 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 25 individual members, you are only required to list the names of any officers and any managing member responsible for managing the affairs of the company, along with the name of any individual members holding 25% or more interest in the Principal
- For Principals organized as a trust, you are only required to list the names of all trustees and any individuals possessing a 25% or more beneficial interest in the assets of the trust
- 2. For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement at Tab D.
- 3. List only tax credit development experience for the past 15 years.
- 4. Use separate forms as needed, for each principal. Five additional tabs are available at the end of the application. Contact Virginia Housing if you need more available within the application

Development Name: Avonlea Family (Avonlea Phase 2 Four LP)

Principals' Name: Avonlea Phase 2 Four Limited Partnership

				CGP or "Named"	Total	Total Low			Uncorrected
			Ownership			Income	Placed in	8609 Issued	8823s? If Y,
# Development Name	Location	Ownership Entity	Entity Phone	at the time of deal?	ment Units	Units	Service Date	Date	Explain at Tab D
1.				Y/N					Y/N
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Development Name: Avonlea Family (Avonlea Phase 2 Four LP)

Name of Applicant: Avonlea Phase 2 Four Limited Partnership

Principals' Name: Avonlea Phase 2 Joint Venture Four LLC

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					CGP or "Named"	Total	Total Low			Uncorrected
۱				Ownership	Managing Member	Develop-	Income	Placed in	8609 Issued	8823s? If Y,
	Development Name	Location	Ownership Entity	Entity Phone	at the time of deal?	ment Units	Units	Service Date	Date	Explain at Tab D
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INSTRUCTIONS

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Development Name: Avonlea Family (Avonlea Phase 2 Four LP)

Name of Applicant: Avonlea Phase 2 Four Limited Partnership

Principals' Name: Avonlea Phase 2 Four Development LLC

							Total Low			Uncorrected
				Ownership	Managing Member	Develop-	Income	Placed in		8823s? If Y,
	opment Name	Location	Ownership Entity	Entity Phone	at the time of deal?	ment Units	Units	Service Date	Date	Explain at Tab D
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Development Name: Avonlea Family (Avonlea Phase 2 Four LP)

Name of Applicant: Avonlea Phase 2 Four Limited Partnership

Principals' Name: Gibson Spyre LLC

					CGP or "Named"	Total	Total Low			Uncorrected
					Managing Member		Income	Placed in	8609 Issued	8823s? If Y,
#	Development Name	Location	Ownership Entity	Entity Phone	at the time of deal?	ment Units	Units	Service Date		Explain at Tab D
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Development Name: Avonlea Family (Avonlea Phase 2 Four LP)

Name of Applicant: Avonlea Phase 2 Four Limited Partnership

Principals' Name: Carmen Romero, President & CEO of True Ground Housing Partners

					CGP or "Named"		Total Low			Uncorrected
							Income		8609 Issued	8823s? If Y,
	Development Name	Location	Ownership Entity	Entity Phone	at the time of deal?	ment Units	Units	Service Date	Date	Explain at Tab D
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INSTRUCTIONS

- 1. A Schedule A is required for every individual that makes up the GP or Managing Member, except as follows:
 - For Principals organized as a corporation (public or private), nonprofit organization, or governmental entity, you are only required to list the names of any officer: 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 25 individual members, you are only required to list the names of any officers and any managing member responsible for managing the affairs of the company, along with the name of any individual members holding 25% or more interest in the Principal
 - For Principals organized as a trust, you are only required to list the names of all trustees and any individuals possessing a 25% or more beneficial interest in the assets of the trust
- 2. For each property for which an <u>uncorrected</u> 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement atTab D.
- 3. List only tax credit development experience for the past 15 years.
- 4. Use separate forms as needed, for each principal. Five additional tabs are available at the end of the application. Contact Virginia Housing if you need more available within the application

Development Name: Avonlea Family (Avonlea Phase 2 Four LP)

Name of Applicant: Avonlea Phase 2 Four Limited Partnership

Principals' Name: Thomas Gibson, President & CEO of Gibson Spyre LLC

			I		CGP or "Named"	Total	Total Low			Uncorrected
								Placed in	8609 Issued	8823s? If Y,
	Development Name	Location		Entity Phone	at the time of deal?			Service Date		Explain at Tab D
	Development Name	Location	Ownership Entity	Entity Phone		ment units	Units	Service Date	Date	
1. 2.					Y/N					Y/N
3.										
4.										
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32. 33.										
33.										
34. 35.										
35.										

^{*} 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.

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	Υ	Y or N	0
b. Active Excel copy of application	Y	Y or N	0
c. Partnership agreement	Υ	Y or N	0
d. SCC Certification	Υ	Y or N	0
e. Previous participation form	Υ	Y or N	0
f. Site control document	Υ	Y or N	0
g. RESNET Certification	Υ	Y or N	0
h. Attorney's opinion	Υ	Y or N	0
i. Nonprofit questionnaire (if applicable)	Υ	Y, N, N/A	0
j. Appraisal	Υ	Y or N	0
k. Zoning document	Υ	Y or N	0
l. Universal Design Plans	Υ	Y or N	0
m. List of LIHTC Developments (Schedule A)	Υ	Y or N	0
Total:		•	0.00
1. READINESS:			
a. Virginia Housing notification letter to CEO (via Locality Notification Information App)	Υ	0 or -50	0.00
b. Local CEO Opposition Letter	N	0 or -25	0.00
c. Plan of development	N	0 to 10	0.00
d. Location in a revitalization area based on Qualified Census Tract	N	0 or 10	0.00
or e. Location in a revitalization area with resolution or by locality	Υ	0 or 15	15.00
or f. Location in a Opportunity Zone	N	0 or 15	0.00
g. Location in a Medium to High level Economic Development Jurisdiction	Υ	0 or 5	5.00
h. Location on land owned by Tribal Nation	N	0 or 15	0.00
Total:			20.00
2. HOUSING NEEDS CHARACTERISTICS:			
a. Sec 8 or PHA waiting list preference	Υ	0 or up to 5	5.00
b. Existing RD, HUD Section 8 or 236 program	N	0 or 20	0.00
c. Subsidized funding commitments	0.00%	Up to 60	0.00
d. Tax abatement on increase of property's value	0.00% N	0 or 5	0.00
e. New project based rental subsidy) in Northern Virginia or New Construction pool	N	up to 40	0.00
f. Census tract with <12% poverty rate	3%	0, 20, 25 or 30	30.00
g. Development provided priority letter from Rural Development	3% N	0, 20, 25 or 30 0 or 15	0.00
	Y		20.00
h. Dev. located in area with increasing rent burdened population	Ť	Up to 20	
Total:			55.00

200 Point Threshold - Tax Exempt Bonds

3. DEVELOPMENT CHARACTERISTICS:			
a. Enhancements (See calculations below)			36.85
b. <removed 2025="" for=""></removed>			0.00
c. HUD 504 accessibility for 10% of units	N	0 or 20	0.00
d. Proximity to public transportation	Y10	0, 10 or 20	10.00
e. Development will be Green Certified	Υ	0 or 10	10.00
f. Units constructed to meet Virginia Housing's Universal Design standards	10%	Up to 15	1.57
g. Developments with less than 100 low income units	Y	up to 20	13.20
h. Historic Structure eligible for Historic Rehab Credits	N	0 or 5	0.00
i. Meets Target Population Development Characteristics	Y	0 or 10	10.00
Total:		0 0. 10	81.62
4. TENANT POPULATION CHARACTERISTICS: Locality AMI State AMI			
\$154,700 \$73,300			
a. Less than or equal to 20% of units having 1 or less bedrooms	N	0 or 15	0.00
b. <plus> Percent of Low Income units with 3 or more bedrooms</plus>	0.00%	Up to 15	0.00
c. Units with rent and income at or below 30% of AMI and are not subsidized (up to 10% of LI units	0.00%	Up to 10	0.00
d. Units with rents at or below 40% of AMI (up to 10% of LI units)	0.00%	Up to 10	0.00
e. Units in Higher Income Jurisdictions with rent and income at or below 50% of AMI	0.00%	Up to 50	0.00
f. Units in Higher Income Jurisdictions with rents <= 50% rented to tenants with <= 60% of AMI	0.00%	Up to 25	0.00
or g. Units in LI Jurisdictions with rents <= 50% rented to tenants with <= 60% of AMI	0.00%	Up to 50	0.00
Total:			0.00
5. SPONSOR CHARACTERISTICS:			
a. Socially Disadvantaged Principal owner 25% or greater	Υ	0 or 30	30.00
b. Veteran Small Business Principal owner 25% or greater	N	0 or 30	30.00
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 occurence)	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. Management company rated unsatisfactory	N	0 or -25	0.00
Total:			60.00
6. EFFICIENT USE OF RESOURCES:			
a. Credit per unit		Up to 100	44.50
Total:			44.50
7. BONUS POINTS:			
	Years	40 or 70	0.00
or b. Nonprofit or LHA purchase option/ ROFR	N	0 or 60	0.00
or c. Nonprofit or LHA Home Ownership option	N	0 or 5	0.00
d. Combined 9% and 4% Tax Exempt Bond Site Plan	Υ	10 or 15	10.00
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	Υ	up to 10	7.00
g. Team member with Veteran Owned Small Business Certification	Υ	up to 10	5.00
h. Commitment to electronic payment of fees	Υ	0 or 5	5.00
i. Zero Ready or Passive House certification from prior allocation	N	0 or 20	0.00
Total:			27.00
300 Point Threshold - all 9% Tax Credits	TOTAL SCO	RE:	288.12

Enhancements:

All units have:	Max Pts	Score
a. Community Room	5	0.00
b. Exterior walls constructed with brick and other low maintenance materials	40	36.85
c. LED Kitchen Light Fixtures	2	0.00
d. Cooking surfaces equipped with fire suppression features	2	0.00
e. Bath Fan - Delayed timer or continuous exhaust	3	0.00
f. Baths equipped with humidistat	3	0.00
g. Watersense labeled faucets, toilets and showerheads (without Green Certfication)	3	0.00
h. Rehab only: Infrastructure for high speed internet/broadband	5	0.00
i. Each unit provided free individual high speed internet access	15	0.00
j. USB in kitchen, living room and all bedrooms	1	0.00
k. Rehab only: dedicated space to accept permanent dehumidification system	2	0.00
I. Provides Permanently installed dehumidification system	5	0.00
m. All interior doors within units are solid core	3	0.00
n. Installation of Renewable Energy Electric system	10	0.00
o. New Construction: Balcony or patio	4	0.00
	•	36.85
All elderly units have:		
p. Front-control ranges	1	0.00
q. Independent/suppl. heat source	1	0.00
r. Two eye viewers	1	0.00
s. Shelf or Ledge at entrance within interior hallway	2	0.00
		0.00

Total amenities: 36.85

Development Summary

Summary Information 2025 Low-Inc

2025 Low-Income Housing Tax Credit Application For Reservation

Deal Name: Avonlea Family (Avonlea Phase 2 Four LP)

Cycle Type: 4% Tax Exempt Bonds Credits

Allocation Type: New Construction

Total Units67Total LI Units67

Project Gross Sq Ft: 61,265.00 Green Certified? TRUE

Requested Credit Amount: \$1,178,589

Jurisdiction: Loudoun County

Population Target: General

Owner Contact: Carmen Romero

Source of Funds	Amount	Per Unit	Per Sq Ft	Annual Debt Service
Permanent Financing	\$21,940,396	\$327,469	\$358	\$563,092
Grants	\$50,000	\$746		
Subsidized Funding	\$0	\$0		

Uses of Funds - Actual Costs							
Type of Uses	Amount	Per Unit	Sq Ft	% of TDC			
Improvements	\$19,664,728	\$293,503	\$321	59.48%			
General Req/Overhead/Profit	\$2,337,826	\$34,893	\$38	7.07%			
Other Contract Costs	\$73,365	\$1,095	\$1	0.22%			
Owner Costs	\$7,435,945	\$110,984	\$121	22.49%			
Acquisition	\$703,395	\$10,498	\$11	2.13%			
Developer Fee	\$2,847,221	\$42,496	\$46	8.61%			

Total Uses \$33,062,480 \$493,470

I	ncome					
Gross Potential Income - LI Units \$1,473,						
Gross Potential Income -	Mkt Unit	S	\$0			
	Subtotal \$1,473,19					
Less Vacancy %	7.00%		\$103,123			

Effective Gross Income \$1,370,069

Rental Assistance? FALSE

Expenses							
Category	Total	Per Unit					
Administrative	\$174,881	\$2,610					
Utilities	\$95,072	\$1,419					
Operating & Maintenance	\$144,846	\$2,162					
Taxes & Insurance	\$268,804	\$4,012					
Total Operating Expenses	\$683,603	\$10,203					
Replacement Reserves	\$20,100	\$300					
Total Expenses	\$703,703	\$10,503					

Cash Flow	
EGI	\$1,370,069
Total Expenses	\$703,703
Net Income	\$666,366
Debt Service	\$563,092
Debt Coverage Ratio (YR1):	1.18

Total Development Costs		
Total Improvements	\$29,511,864	
Land Acquisition	\$703,395	
Developer Fee	\$2,847,221	
Total Development Costs	\$33,062,480	

Total Score

288.12

 Proposed Cost Limit/Sq Ft:
 \$528

 Applicable Cost Limit/Sq Ft:
 \$520

 Proposed Cost Limit/Unit:
 \$482,971

 Applicable Cost Limit/Unit:
 \$550,481

Unit Breakdown		
Supp Hsg	0	
# of Eff	0	
# of 1BR	55	
# of 2BR	12	
# of 3BR	0	
# of 4+ BR	0	
Total Units	67	

_	Income Levels	Rent Levels
	# of Units	# of Units
<=30% AMI	0	0
40% AMI	0	0
50% AMI	0	0
60% AMI	67	67
>60% AMI	0	0
Market	0	0

Income Averaging? FALSE

Extended Use Restriction? 30

Y. Efficient Use of Resources

Credit Points (updated in 2025):

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 100 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 100. In this example, (40%/60%) x 100 or 66.67 points.

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

Combined Max	\$1,178,589
Credit Requested	\$1,178,589
% of Savings	0.00%
Sliding Scale Points	44.5



Tab A:

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

AVONLEA PHASE 2 FOUR LIMITED PARTNERSHIP

AGREEMENT OF LIMITED PARTNERSHIP

THIS AGREEMENT OF LIMITED PARTNERSHIP (this "Agreement") is made and entered into as of the 1st day of February, 2025, by and among the undersigned persons (the "Partners") upon the terms and conditions hereinafter set forth.

This Agreement amends, restates, and supersedes any prior partnership agreement of the Partnership.

ARTICLE I

INTRODUCTION

- Section 1.1 <u>Affairs of the Partnership</u>. The Partners, consisting of all of the partners of the Partnership, which was formed under the laws of the Commonwealth of Virginia pursuant to that certain Certificate of Limited Partnership filed with the Virginia State Corporation Commission on September 17, 2024, agree that this Agreement shall set forth all of the provisions governing the affairs of the Partnership.
- Section 1.2 <u>Defined Terms</u>. The defined terms used in this Agreement shall, unless the context otherwise requires, have the meanings specified in this Section 1.2.
- "Act" means the Virginia Revised Uniform Limited Partnership Act, as it may from time to time be amended.
- "Additional General Partner" means any Person who is admitted to the Partnership as an Additional General Partner under the provisions of Article V after the date of this Agreement.
- "Additional Partner" means any Person who is admitted to the Partnership as a Partner under the provisions of Article VI after the date of this Agreement.
- "Adjusted Book Value" means, with respect to any asset, such asset's adjusted basis for federal income tax purposes, with the following exceptions and adjustments:
 - (i) The initial Adjusted Book Value of any asset contributed to the Partnership by a Partner shall be the fair market value of such asset (unreduced by liabilities secured by such asset) as determined by the contributing Partner and the Partnership and as reflected on <u>Schedule I</u> attached hereto and made a part hereof.
 - (ii) The Adjusted Book Values of all Partnership assets shall be adjusted to equal their respective fair market values (unreduced by liabilities secured by such assets) as determined by the General Partner, as of the following times: (a) the acquisition of an

additional interest in the Partnership by any new or existing Partner in exchange for more than a <u>de minimus</u> Capital Contribution; (b) the distribution by the Partnership to a Partner of more than a <u>de minimus</u> amount of Partnership Property as consideration for an interest in the Partnership if the General Partner reasonably determines that such adjustment is necessary or appropriate to reflect the relative economic interests of the Partners in the Partnership; (c) the liquidation of the Partnership within the meaning of Regulation Section 1.704-1(b)(2)(ii)(g); and (d) any other adjustments in the discretion of the General Partner as allowed under Regulations promulgated under Code Section 704(b), or any successor statute.

- (iii) The Adjusted Book Value of any Partnership asset distributed to any Partner shall be the fair market value (unreduced by liabilities secured by such assets) of such asset on the date of distribution.
- (iv) The Adjusted Book Values of Partnership assets shall be increased (or decreased) to reflect any adjustment to the adjusted basis of such assets pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Regulation Section 1.704-1(b)(2)(iv)(m) and Section 7.4 hereof; provided, however, that Adjusted Book Values shall not be adjusted pursuant to this part (iv) to the extent the General Partner determines that an adjustment pursuant to part (ii) is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this part (iv).
- (v) The Adjusted Book Value of each asset determined or adjusted pursuant to (i), (ii) or (iv) above shall thereafter be adjusted by the Depreciation taken into account with respect to such asset in computing Profit or Loss.

"Adjusted Capital Account Deficit" means, with respect to any Partner, the deficit balance, if any, in such Partner's Capital Account as of the end of the relevant taxable year, after giving effect to the following adjustments:

- (i) Such deficit shall be decreased by any amounts which such Partner is obligated or is deemed obligated to restore pursuant to Treasury Regulation Sections 1.704-2(g)(i) and 1.704-2(h)(5); and
- (ii) Such deficit shall be increased by the items described in Treasury Regulation 1.704-1(b)(2)(ii)(d)(4), (5) and 6.

The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Treasury Regulation 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

"Affiliate" or "Affiliated Person" means, when used with reference to a specified Person (i) any Person that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with the specified Person, (ii) any Person who is an

officer, Partner, or trustee of, or serves in a similar capacity with respect to, the specified Person, or of which the specified Person is an officer, Partner or trustee, or with respect to which the specified Person serves in a similar capacity, (iii) any Person that, directly or indirectly, is the beneficial owner of 5% or more of any class of equity securities of, or otherwise has a substantial beneficial interest in, the specified Person, or of which the specified Person is directly or indirectly the owner of 5% or more of any class of equity securities in which the specified Person has a substantial beneficial interest and (iv) any Family Partner of the specified Person.

"Agreement" means this Agreement of Limited Partnership as originally executed and as amended from time to time, as the context requires. Words such as "herein," "hereinafter," "hereof," "hereto," "hereby" and "hereunder," when used with reference to this Agreement, refer to this Agreement as a whole unless the context otherwise requires.

"Capital Account" means the Capital Account to be maintained by the Partnership for each Partner in accordance with the following provisions:

- (i) A Partner's Capital Account shall be credited with such Partner's Capital Contributions, the amount of any Partnership liabilities assumed by such Partner (or which are secured by Partnership Property distributed to such Partner), and such Partner's distributive share of Profit; and
- (ii) A Partner's Capital Account shall be debited with the amount of money and the fair market value of any Partnership Property distributed to such Partner, the amount of any liabilities of such Partner assumed by the Partnership (or which are secured by Property contributed by such Partner to the Partnership), and such Partner's distributive share of Loss.
- (iii) If any Interest in the Partnership is transferred pursuant to the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it is attributable to the transferred Interest.

It is intended that the Capital Accounts of all Partners shall be maintained in compliance with the provisions of Treasury Regulations Section 1.704-1(b) and all provisions of this Agreement relating to the maintenance of Capital Accounts shall be interpreted and applied in a manner consistent with such Regulations. In the event the General Partner shall determine that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto (including, without limitation, debits or credits relating to liabilities which are secured by contributed or distributed property or which are assumed by the Partnership, or Partners), are computed in order to comply with such Regulations, the General Partner may make such modification, provided that it is not likely to have a material effect on the amounts distributable to any Partner pursuant to Article VIII hereof upon the dissolution of the Partnership. The General Partner also shall make any appropriate modifications in the event unanticipated events might otherwise cause this Agreement not to comply with Treasury Regulation Section 1.704-1(b).

"<u>Capital Contribution</u>" means, with respect to any Partner, the amount of money and the initial Adjusted Book Value of any property (other than money) contributed to the Partnership with respect to the Interest held by such Partner.

"Capital Transaction" means the sale, refinancing or other disposition of the Partnership's interest in the Project.

"Code" means the Internal Revenue Code of 1986, as amended (or any corresponding provision of succeeding law).

"Depreciation" means, for each taxable year of the Partnership (or other period for which Depreciation must be computed), an amount equal to the depreciation, amortization or cost recovery deduction allowable with respect to the Partnership's assets for such period, except that if the Adjusted Book Value of any asset differs from its adjusted basis for federal income tax purposes at the beginning of any such period, the Depreciation with respect to such asset shall be an amount which bears the same ratio to the beginning Adjusted Book Value of such asset as the federal income tax depreciation, amortization or cost recovery deduction allowable with respect to such asset for such period bears to such asset's adjusted tax basis at the beginning of such period; provided, however, that if the federal income tax depreciation, amortization, or cost recovery deduction for such year is zero, Depreciation shall be determined with reference to such beginning Adjusted Book Value using any reasonable method selected by the General Partner.

"Disability" shall mean mental disability, senility, insanity or other mental disease.

"Entity" means any association, corporation, general partnership, limited partnership, limited liability partnership, limited liability company, joint stock association, joint venture, firm, trust, syndicate, business trust or cooperative, or any foreign associations of like structure.

"<u>Family Partner</u>" means, with respect to any individual, his spouse, brothers, sisters, ancestors, and descendants.

"General Partner" means Avonlea Phase 2 Joint Venture Four LLC, a Virginia limited liability company, or any Person who succeeds it in that capacity in accordance with the provisions of this Agreement.

"Insolvency" means, with respect to any Person, any of the following: (i) making an assignment for the benefit of creditors; (ii) filing a voluntary petition in bankruptcy; (iii) being adjudged bankrupt or insolvent or having entered against such Person an order of relief in any bankruptcy or insolvency proceedings; (iv) filing a petition or answer seeking for such Person any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law, or regulation; (v) filing an answer or other pleading admitting or failing to contest the material allegations of a petition filed against such Person seeking any reorganization, arrangement, composition, readjustment, liquidation, or dissolution of such Person, or any similar relief under any statute, law or regulation; (vi) seeking, consenting to, or acquiescing in, the

appointment of a trustee, receiver or liquidator of all or any substantial part of such Person's properties; or (vii) the continuation of any proceeding against such Person seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law or regulation, for 120 days after the commencement thereof or the appointment of a trustee, receiver, or liquidator for all or any substantial part of such Person's properties without such Person's agreement or acquiescence, which appointment is not vacated or stayed for 120 days or, if the appointment is stayed, for 120 days after the expiration of the stay during which period the appointment is not vacated.

"Interest" means the entire ownership interest (which may be segmented into and/or expressed as a percentage of various rights and/or liabilities) of a Partner in the Partnership at any particular time, including the right of such Partner to any and all benefits to which a Partner may be entitled as provided in this Agreement and in the Act, together with the obligations of such Partner to comply with all the terms and provisions of this Agreement and of the Act.

"Major Decisions" shall have the meaning set forth in Section 4.3(B) hereof.

"Net Cash Flow" means all cash funds of the Partnership on hand at a given time (other than cash funds obtained as contributions to the capital of the Partnership by the Partners and cash funds obtained from loans to the Partnership) after (i) payment of all operating expenses of the Partnership as of such time, (ii) provision for payment of all outstanding and unpaid current obligations of the Partnership as of such time, and (iii) provision for any reserves to be held pursuant to this Agreement.

"<u>Net Cash from Capital Transactions</u>" means the net cash proceeds from Capital Transactions, less any portion thereof used to pay debts and liabilities of the Partnership (including debts and liabilities payable to the General Partner) or to establish reserves, all as determined by the General Partner.

"Nonrecourse Liability" has the meaning set forth in Treasury Regulation Section 1.704-2(b)(3).

"Notification" or "Notice" means a writing, containing the information required by this Agreement to be communicated to any person, delivered in person, sent by registered or certified mail, postage prepaid, by overnight courier or by electronic mail, to such person at the address set forth on Schedule I, the date of registry thereof or the date of the certification thereof being deemed the date of receipt of Notification; provided, however, that any written communication containing such information sent to such person and actually received by such person shall constitute Notice for all purposes of this Agreement.

"<u>Partner</u>" means a Person designated as a Partner in the Partnership as set forth on Schedule I, as such Schedule may be amended from time to time.

"Partner Minimum Gain" means an amount, with respect to each Partner Nonrecourse Debt, equal to the Partnership Minimum Gain that would result if such Partner

Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Treasury Regulation Section 1.704-2(i).

"<u>Partner Nonrecourse Debt</u>" has the meaning set forth in Section 1.704-2(b)(4) of the Treasury Regulations.

"Partner Nonrecourse Deductions" has the meaning set forth in Section 1.704-2(i)(2) of the Treasury Regulations. The amount of Partner Nonrecourse Deductions with respect to a Partner Nonrecourse Debt for a Partnership fiscal year equals the excess, if any, of the net increase, if any, in the amount of Partner Minimum Gain attributable to such Partner Nonrecourse Debt during that fiscal year over the aggregate amount of any distributions during that fiscal year to the Partner that bears the economic risk of loss for such Partner Nonrecourse Debt to the extent such distributions are from the proceeds of such Partner Nonrecourse Debt and are allocable to an increase in Partner Minimum Gain attributable to such Partner Nonrecourse Debt, determined in accordance with Section 1.704-(2)(i)(2) of the Regulations.

"<u>Partnership</u>" means Avonlea Phase 2 Four Limited Partnership, a Virginia limited partnership.

"Partnership Minimum Gain" has the meaning set forth in Regulations Sections 1.704-2(b)(2) and 1.704-2(d), or any corresponding provision of succeeding Regulations.

"Partnership Nonrecourse Deductions" has the meaning set forth in Regulation Section 1.704-2(b)(1) and 1.704-2(c). The amount of Partnership Nonrecourse Deductions for a Partnership's fiscal year equals the net increase, if any, in the amount of Partnership Minimum Gain during that fiscal year, determined according to the provisions of Regulation Section 1.704-2(c).

"Percentage Interests" means each Partner's percentage of the total interests of the Partnership, as set forth opposite the name of such Partner under the column "Percentage Interests" on Schedule I attached hereto, as such percentage may be adjusted from time to time pursuant to the terms hereof.

"Person" means any individual or Entity.

"Profit" and "Loss" mean, for each taxable year of the Partnership (or other period for which Profit or Loss must be computed) the Partnership's taxable income or loss determined in accordance with Section 703(a) of the Code, with the following adjustments:

- (i) All items of income, gain, loss, deduction, or credit required to be stated separately pursuant to Section 703(a)(1) of the Code shall be included in computing Partnership taxable income or loss; and
- (ii) Any tax-exempt income of the Partnership, not otherwise taken into account in computing Profit or Loss, shall be included in computing taxable income or loss; and

- (iii) Any expenditures of the Partnership described in Code Section 705(a)(2)(B) (or treated as such pursuant to Regulations Section 1.704-1(b)(2)(iv)(i)) and not otherwise taken into account in computing Profit or Loss, shall be subtracted from taxable income or loss; and
- (iv) In lieu of the depreciation, amortization or cost recovery deductions allowable in computing taxable income or loss there shall be taken into account the Depreciation computed in accordance with the definition of Depreciation set forth above; and
- (v) In the event the Adjusted Book Value of any Partnership asset is adjusted pursuant to parts (ii) or (iii) of the definition of Adjusted Book Value, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Profits or Losses; and
- (vi) Gain or loss resulting from any disposition of Property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Adjusted Book Value of the property disposed of, notwithstanding that the adjusted tax basis of such property differs from its Adjusted Book Value; and
- (vii) Notwithstanding any other provision of this definition of Profit and Loss, any items which are specially allocated pursuant to Section 7.4 hereof shall not be taken into account in computing Profits or Losses.

"<u>Project</u>" means a project consisting of residential rental apartment units located in Loudoun County, Virginia, to be acquired, owned, operated and/or disposed of by the Partnership.

"Regulations" or "Treasury Regulations" means the federal income tax regulations promulgated under the Code, as amended from time to time and including corresponding provisions of succeeding regulations.

"Schedule" means Schedule I annexed hereto as amended from time to time and as so amended at the time of reference thereto.

"Substitute Partner" means any Person who is admitted to the Partnership as a Substitute Partner under the provisions of Article VI after the date of this Agreement.

"Successor General Partner" means any Person admitted as a Successor General Partner to the Partnership under the provisions of Article V after the date of this Agreement.

"<u>Tax Matters Partner</u>" means the General Partner designated in Section 4.7 hereof as the tax matters partner as defined in Section 6231(a)(7) of the Code.

ARTICLE II

NAME, PURPOSE AND TERM

- Section 2.1 <u>Place of Business and Office; Resident Agent.</u> The principal office of the Partnership shall be 4318 N. Carlin Springs Road, Arlington, VA 22203. The name and address of the resident agent are Carmen Romero, 4318 N. Carlin Springs Road, Arlington, Virginia 22203. The General Partner may at any time change the location of such principal office and shall give due notice of any such change to the Partners.
- Section 2.2 <u>Purpose</u>. The purpose of the Partnership is to acquire, finance, and operate and dispose of the Project, and to do all things necessary, convenient or incidental thereto. In addition, the Partnership may engage in and do any act concerning any or all lawful businesses for which partnerships may be organized according to the Act.
- Section 2.3 <u>Applications, Permits and Approvals</u>. The Partnership is hereby authorized to make application for certificates of need, licenses, zoning and subdivision approvals, building permits and any other permits or approvals required under federal, state or local laws applicable to the Project to authorize the acquisition, construction and operation of the Project. Any and all acts taken on behalf of the Partnership in furtherance of obtaining such approvals are hereby ratified, confirmed and approved.
- Section 2.4 <u>Term.</u> The Partnership shall be deemed to exist as of the date its Certificate of Limited Partnership is filed, and the duration of the Partnership shall be perpetual unless the Partnership is sooner dissolved in accordance with the provisions of this Agreement.
- Section 2.5 <u>Maintenance of Partnership as a Limited Liability Partnership</u>. The General Partner shall take all necessary actions to maintain the Partnership as a limited partnership under the Act.

ARTICLE III

PARTNERS' CAPITAL

- Section 3.1 <u>General Partner</u>. The name, address and amount of the initial Capital Contribution (paid in full) of the General Partner in its capacity as such are set forth on the Schedule.
- Section 3.2 <u>Other Partners</u>. The name, address and amount of the initial Capital Contributions of the Partners (other than the General Partner) are set forth on the Schedule.
 - Section 3.3 Partnership Capital.
- A. The capital of the Partnership shall be the amounts contributed by the Partners.

- B. No Partner shall receive any interest, salary or drawing with respect to his Capital Contribution or his Capital Account or for services rendered on behalf of the Partnership or otherwise in his capacity as a Partner except as specifically provided in this Agreement.
- C. Except as otherwise provided in this Agreement, no Partner shall have the right to withdraw or receive any return of his Capital Contribution. Under circumstances requiring a return of any Capital Contribution, no Partner shall have any right to receive any funds or property of the Partnership except as may be specifically provided in this Agreement.
- Section 3.4 <u>Loan by Partners</u>. If any Partner shall loan any monies to the Partnership, the amount of any such loan shall not be an increase in his share of the distributions of the Partnership; but the amount of any such loan shall be an obligation of the Partnership to such Partner, and shall be repaid with interest equal to the General Partner's cost of funds, and on such other reasonable terms as the General Partner shall determine.
- Section 3.5 <u>Liability of Partners.</u> No Partner shall be personally liable for any liabilities, contracts, or obligations of the Partnership. A Partner's liability is limited to the amount of Capital Contributions made or required to be made by any such Partner pursuant to this Agreement. After his Capital Contributions have been fully paid, no Partner shall be required to make any further Capital Contributions or lend any funds to the Partnership or act as guarantor or indemnitor with respect to any Partnership liabilities or obligations except as otherwise required by the Act. The General Partner shall not have any personal liability for the repayment of the Capital Contributions of any other Partner. The obligation of any Partner to make any Capital Contribution shall be an obligation to the Partnership only and shall not inure to the benefit of, or be enforceable by any third party.

ARTICLE IV

RIGHTS, POWERS AND DUTIES OF THE GENERAL PARTNER

Section 4.1 Authorized Acts.

- A. Subject to the provisions of this Agreement and in furtherance of the purpose of the Partnership as set forth in Section 2.2 hereof, the General Partner for, in the name of, and on behalf of the Partnership is hereby authorized:
- (i) To acquire by purchase, lease or otherwise any interest in real or personal property or in any other partnership, corporation or other business entity, which may be necessary, convenient or incidental to the accomplishment of the purpose of the Partnership.
- (ii) To construct, rehabilitate, demolish, rebuild, repair, operate, maintain, finance and improve, and to own, or to sell, convey, assign, mortgage or lease, any or all of the real estate and any personal property necessary, convenient or incidental to the accomplishment of the purpose of the Partnership.

- (iii) To borrow money and issue evidences of indebtedness in furtherance of the purpose of the Partnership, and to secure the same by mortgage, pledge or other lien on any assets of the Partnership.
- (iv) To prepay in whole or in part, refinance, recast, increase, modify or extend any mortgages affecting the assets of the Partnership and in connection therewith to execute any extensions, renewals or modifications of any such mortgages on the assets of the Partnership.
- (v) To employ a management company, which may be the General Partner or an Affiliate thereof, to manage the assets of the Partnership and to authorize the Partnership to pay reasonable compensation for such services, provided the Managing Partners (if more than one) shall act unanimously in connection therewith.
- (vi) To execute any note, mortgage and/or loan agreement in order to secure a loan to the Partnership which note, mortgage and/or loan agreement may contain provision for the confession of judgment on behalf of the Partnership without the need to obtain any additional or further consent or approval of any Partner.
- (vii) To enter into any kind of activity and to perform and carry out contracts of any kind necessary to or in connection with, or incidental to the accomplishment of the purpose of the Partnership (or to employ any other entity, including a company which is owned wholly or partially by any one or more Affiliated Persons or which is an Affiliate of a General Partner, to undertake the foregoing on commercially reasonable, arms-length terms), so long as said activities and contracts may be lawfully carried on or performed by a limited partnership under the laws of the Commonwealth of Virginia.
- (viii) To undertake the activities authorized by Section 2.3 of this Agreement.
 - (ix) To set up any reserves as described in this Agreement.
- (x) To execute and deliver all notes, guaranties, agreements, documents and certificates required by any lender in connection with the financing or refinancing or modification of financing of the Project.

Section 4.2 <u>Management of Partnership Business.</u>

- A. The business and affairs of the Partnership shall be managed under the direction and control of the General Partner who shall devote such of its time and services as the General Partner in its absolute discretion deems necessary.
- B. Each of the Partners hereby agrees that any Partner may engage in and/or possess an interest in other business ventures of every nature and description, independently or with

others, including, but not limited to, the ownership, financing, leasing, operation, management and development of real property.

- C. The General Partner shall be reimbursed by the Partnership for all reasonable expenses incurred by it in connection with the business of the Partnership, but shall receive no salary or other compensation for serving as General Partner except as unanimously agreed to by the Partners.
- D. The General Partner will take all reasonable steps to assure that the Partnership is classified as a partnership for tax purposes.

Section 4.3 Business Control.

- A. No Partner other than the General Partner shall participate in or have any control over the Partnership business. The Partners hereby consent to the exercise by the General Partner of the powers conferred on it by this Agreement and to the employment, when and if in the discretion of the General Partner the same is deemed necessary or advisable, of such brokers, agents or attorneys as the General Partner may determine (notwithstanding that any parties to this Agreement may have an interest in, or be one of, such brokers, agents or attorneys). No Partner other than the General Partner shall have any authority or right to act for or bind the Partnership.
- B. <u>Major Decisions</u>. The following major decisions ("<u>Major Decisions</u>") require the consent of all non-General Partners, and the Partnership shall not take any of the following actions without the prior approval of all non-General Partners (which approval shall not be unreasonably withheld, conditioned or delayed) of the specific action, including the form of instrument, parties involved or any other matter relating to such action:
 - (i) Admitting a new Partner to the Partnership;
- (ii) Selling any of the assets of the Partnership (other than in the ordinary course of business in furtherance of the purpose of the Partnership);
- (iii) Leasing or otherwise encumbering any of the Partnership's real property (other than residential and commercial leases in the ordinary course of business in furtherance of the purpose of the Partnership);
 - (iv) Amending this Agreement in any manner;
 - (v) Dissolving, liquidating or winding-up the affairs of the Partnership;
- (vi) Acquiring any real property (other than the Project as provided herein) or any interest in any entity;

- (vii) Entering into any merger, consolidation or restructuring of the Partnership;
- (viii) Initiating any proceeding under the Federal Bankruptcy Code or any similar law relating to the protection of creditors, or consent to the initiation against it of any such proceeding;
 - (ix) Issuing any debt that is convertible into equity in the Partnership; or
- (xi) Borrowing money and issuing evidences of indebtedness in furtherance of the purpose of the Partnership, and to secure the same by mortgage, pledge or other lien on any assets of the Partnership.

Section 4.4 Duties and Obligations of the General Partner.

- A. The General Partner shall take all action which may be necessary or appropriate for the continuation of the Partnership's existence as a partnership under the Act.
- B. The General Partner shall at all times conduct its affairs and the affairs of the Partnership in such a manner that the Partners will not have any personal liability for Partnership debts except for said Partners' Capital Contributions. The General Partner shall manage the activities of the Partnership in a manner consistent with the purpose and goals of the Partnership.
- C. The General Partner from time to time shall prepare and file any amendment to the Articles as it deems necessary to accurately reflect the agreement of the Partners, the identity of the Partners, the amount of their respective Capital Contributions and any matters required by the Act to be reflected in an amendment to the Articles.
- D. Subject to the other provisions herein, the General Partner shall prepare or cause to be prepared, and shall file, on or before the due date (or any extension thereof), any federal, state or local tax returns required to be filed by the Partnership. The General Partner shall cause the Partnership to pay any taxes payable by the Partnership to the extent the same are not payable by any other party.
- E. The General Partner shall be under a fiduciary duty to conduct the affairs of the Partnership in the best interests of the Partnership, including the safekeeping and use of all Partnership funds and assets and the use thereof for the benefit of the Partnership. The General Partner shall at all times act in good faith and exercise due diligence in all activities relating to the conduct of the business of the Partnership.
- Section 4.5 <u>Liability of General Partner to Other Partners</u>. The General Partner shall not be liable, responsible or accountable in damages or otherwise to any other Partner for any act performed by it in good faith and within the scope of the authority conferred on it by this Agreement, except for acts of malfeasance, intentional and willful misconduct or gross negligence,

damages arising from any material misrepresentation, or breach of a warranty to, or an agreement with, the Partnership.

Section 4.6 Indemnification.

The Partnership shall indemnify and save harmless the General Partner against any claims or liability incurred by it provided that the acts or omissions giving rise to such claims or liabilities were performed in good faith and within the scope of its authority under this Agreement, except for acts of malfeasance, intentional and willful misconduct or gross negligence or for damages arising from any material misrepresentation, breach of warranty, or for damages arising from a breach of any other agreement with the Partnership, provided that any indemnity under this Section shall be provided out of and to the extent of Partnership assets only. Nothing contained in this paragraph shall be construed as imposing any liability on any Partner.

Section 4.7 Tax Matters Partner. The General Partner is hereby designated to serve as the Partnership's "Tax Matters Partner" and shall have all of the powers and responsibilities of such position as provided in Sections 6221 et seq. of the Code. Reasonable expenses incurred by the Tax Matters Partner directly relating to its performance of services as Tax Matters Partner will be borne by the Partnership. Each Partner who elects to participate in any administrative proceeding, as permitted by Sections 6221 et seq. of the Code, will be responsible for any expenses incurred by such Partner in connection with such participation and for any additional costs and expenses incurred by the Partnership due to such participation. Further, the cost of any adjustments to a Partner and the cost of any resulting audits of or adjustment to a Partner's tax return will be borne solely by the affected Partner.

Section 4.8 <u>Right of First Refusal</u>. On the date of or prior to the closing of the debt and equity financing for the Project, the Partnership shall grant to True Ground Housing Partners, Inc. (f/k/a Arlington Partnership for Affordable Housing, Inc.), a right of first refusal with the respect to the purchase of the Project after the end of the low-income housing tax credit compliance period, in order to satisfy the requirement of Section 42(i)(7) of the Code.

ARTICLE V

TRANSFERABILITY OF GENERAL PARTNER'S INTEREST

Section 5.1 <u>Transfer of General Partner's Interest; Withdrawal by General Partner.</u>

- A. A General Partner may not withdraw or retire from the Partnership or sell, transfer or assign its interest as General Partner except after complying with the provisions of Section 5.1(D) and only with the prior consent of all of the Partners.
- B. If a General Partner withdraws or retires from the Partnership or sells, transfers or assigns its entire interest pursuant to Section 5.1(A), it shall be and shall remain liable for all obligations and liabilities incurred by it as General Partner before such withdrawal, sale,

transfer or assignment shall have become effective, but shall be free of any obligation or liability incurred on account of the activities of the Partnership from and after the time of such withdrawal, sale, transfer or assignment shall have become effective. In addition, a General Partner who withdraws or retires in violation of this Agreement shall also be, and remain, liable to the Partnership and its Partners for damages resulting from the General Partner's breach of this Agreement; and, without limitation of remedies the Partnership may offset such damages against any amounts otherwise owed or distributable to the withdrawing General Partner.

- C. The personal representatives, successors or assigns of any General Partner shall be, and remain, liable for all obligations and liabilities incurred by the General Partner prior to, or in connection with, his retirement or withdrawal.
- D. A General Partner may withdraw from the Partnership pursuant to Section 5.1(A) only upon meeting the following further requirements:
 - (i) Any substitute General Partner(s) has (have) sufficient net worth and meet(s) all other published requirements of the Internal Revenue Service necessary to assure that the Partnership will continue to be classified as a partnership for federal income tax purposes;
 - (ii) The withdrawal of the General Partner is in conformity with the Act and none of the actions taken in connection with such withdrawal will cause the termination or dissolution of the Partnership or will cause it to be classified other than as a partnership for federal income tax purposes; and
 - (iii) A substitute General Partner is admitted in compliance with the requirements of Section 5.2.
- E. In the event of the withdrawal of a General Partner who is not then the sole General Partner, the Partnership shall be continued by the remaining General Partner or Managing Partners, who shall make and file such amendments to this Agreement and to the Articles as are required by the Act to reflect the fact that the withdrawn General Partner has ceased to be a General Partner of the Partnership.
- F. In the event of the withdrawal of a sole General Partner, the withdrawn General Partner, or its successors, representatives, heirs or assigns shall promptly give Notification of such withdrawal to all Partners. In such event, the Partnership shall be dissolved unless within 90 days after the withdrawal of the sole General Partner, the remaining Partner or Partners unanimously consent in writing to continue the Partnership and to the appointment, effective as of the date of withdrawal of the sole General Partner, of one or more Successor Managing Partners.
- G. Upon the retirement or withdrawal of a General Partner: (i) such retiring or withdrawing General Partner shall immediately cease to be a General Partner of the Partnership and such retiring or withdrawing General Partner shall no longer participate in the management of the Partnership; and (ii) the General Partner's Interest shall be converted to that of a Partner which is

not a General Partner, with the same right to participate in allocations of Profit or Loss and in distributions of the Partnership as prior to the conversion.

- H. The General Partner may at any time designate additional persons to be Managing Partners, whose interest in the Partnership shall be such as agreed upon by the General Partner and such Additional General Partner, provided that the interest of the other Partners shall not be affected thereby. Such additional persons shall become successor or Additional Managing Partners only upon meeting the conditions provided in Section 5.2.
- Section 5.2 <u>Admission of a Successor or Additional General Partner</u>. A person shall be admitted as a General Partner of the Partnership only if the following terms and conditions are satisfied:
- A. The admission of such persons shall have been consented to by the General Partner and all of the Partners;
- B. The successor and additional person shall have accepted and agreed to be bound by all the terms and provisions of this Agreement, by executing such documents or instruments that may be required or appropriate to effect the admission of such person as a General Partner and, where appropriate, such documents shall have been filed for recordation and all other actions required in connection with such admission shall have been performed;
- C. If a successor or additional person is a corporation, it shall have provided the Partnership with satisfactory evidence of its authority to become a General Partner and to be bound by the terms and provisions of this Agreement; and
- D. The admission of the successor or additional person is in conformity with the Act and none of the actions taken in connection with the admission of the successor person will cause the termination or dissolution of the Partnership, or will impair the limited liability of the Partners, or will cause the Partnership to be classified other than as a partnership for federal income tax purposes under the rules and regulations of the Internal Revenue Service promulgated at that time.

ARTICLE VI

TRANSFERABILITY OF PARTNER INTERESTS AND REPRESENTATIONS OF PARTNERS

- Section 6.1 <u>Withdrawal or Retirement</u>. No Partner may withdraw or retire from the Partnership, or receive a return of his or its contributions, without the consent of the General Partner.
- Section 6.2 <u>Amended Agreement and Articles</u>. Any transfer or change of any Partner's interest in the Partnership must be reflected in an appropriate amendment to this Agreement and

when appropriate, to the Articles, and the General Partner shall be obligated to file any amendment to the Articles.

Section 6.3 <u>Representations of Partners.</u>

- A. Each of the Partners severally represents and warrants to the Partnership and the General Partner as follows:
 - (i) Such Partner is acquiring his or its interest for his or its own account for investment and not with a view to, or for sale in connection with, any distribution thereof, nor with any present intention of distributing or selling the same; and, except as contemplated by this Agreement such Partner has no present or contemplated agreement, undertaking, arrangement, obligation, indebtedness or commitment providing for the disposition thereof.
 - (ii) Such Partner has full power and authority to enter into and to perform this Agreement in accordance with its terms.
 - (iii) Such Partner has conducted its own inquiry concerning the Partnership, its business and its personnel as such Partner has deemed appropriate; the Partnership has made available to such Partner any and all written information which he or it has requested and have answered to such Partner's satisfaction all inquiries made by such Partner; and such Partner has adequate net worth and means of providing for his or its current needs and personal contingencies to sustain a complete loss of his or its investment in the Partnership; such Partner's overall commitment to investments which are not readily marketable is not disproportionate to his or its net worth and such Partner's investment in the Partnership will not cause such overall commitment to become excessive.

ARTICLE VII

ALLOCATIONS AND DISTRIBUTIONS TO PARTNERS

Section 7.1 Allocations of Profit and Loss.

- A. After giving effect to the special allocations set forth in Section 7.4 hereof, Profit shall be allocated as follows:
- (i) If one or more Partners have a negative Capital Account, to such Partners, in proportion to their negative Capital Accounts, until all such negative Capital Accounts have been increased to zero. This allocation shall offset against any allocation pursuant to Section 7.1(A)(ii) (iv) hereof to the extent necessary to maintain Capital Account balances which conform to the desired distributions pursuant to Sections 7.2, 7.3 and 8.2 hereof.

- (ii) Pro rata among the Partners on a cumulative basis based upon and up to the amount of Loss allocated to the Partners pursuant to Section 7.1(B)(iii) hereof.
- (iii) Pro rata among the Partners on a cumulative basis based upon and up to the amount of Loss allocated pursuant to Section 7.1(B)(ii) hereof.
- (iv) Any remaining Profit shall be allocated among the Partners in proportion to their Partnership Interests.
- B. After giving effect to the special allocations set forth in Section 7.4 hereof, Loss shall be allocated as follows:
- (i) Pro rata among the Partners on a cumulative basis based on and up to the amount of Profits allocated previously to the Partners pursuant to Section 7.1(A)(iv) hereof.
- (ii) Pro rata among the Partners based upon and up to the amount of their Capital Contributions on a cumulative basis.
- (iii) Any remaining Loss shall be allocated among the Partners in proportion to their Partnership Interests.
- C. For the purposes of this Agreement, in the event of the transfer of all or any part of an Interest (in accordance with the provisions of this Agreement) at any time other than the end of a Partnership accounting year, the distributive share of the Profit or Loss from Partnership operations and Depreciation of the Partnership in respect of the Partnership interest so transferred shall be allocated between the transferor and the transferee in the same ratio as the number of days in such Partnership accounting year before and after such transfer, except that the provisions of this sentence shall not be applicable to a gain or loss arising from a Capital Transaction. Gain or loss from any such Capital Transaction shall be allocated on the basis of Partnership Interests on the date the gain is realized or the loss incurred, as the case may be.
- D. The allocations set forth in this Article VII are solely for the benefit of the Partners hereof and are not for the benefit of, nor do they create any rights on behalf of, any creditors of the Partnership.
- Section 7.2 <u>Distributions of Net Cash Flow</u>. The Net Cash Flow of the Partnership for each calendar quarter or fraction thereof shall be distributed to the Partners as soon as practicable after the end of such calendar year to the Partners, pro rata, based on their Partnership Interests in the Partnership. In calculating Net Cash Flow, the General Partner shall have the right to set aside reserves in such amounts as the General Partner may determine to be necessary for current or future needs of the Partnership.
- Section 7.3 <u>Distributions of Net Cash from Capital Transactions</u>. The Net Cash from Capital Transactions (other than a Capital Transaction which causes a dissolution and liquidation of the Partnership, which shall be governed by Section 8.2), shall be distributed to the Partners as soon

as practicable to the Partners, pro rata, based on their Partnership Interests in the Partnership. In calculating Net Cash from Capital Transactions, the General Partner shall have the right to set aside reserves in such amounts as the General Partner may determine to be necessary for current or future needs of the Partnership.

Section 7.4 Special Allocations of Items in the Nature of Income or Gain.

- A. Except as provided in Section 7.4(C) hereof, if any Partner unexpectedly receives any adjustment, allocation or distribution described in Regulations Section 1.704-1(b)(2)(ii) (d)(4), (5), or (6), items of Partnership income and gain shall be specially allocated to such Partner in an amount sufficient to eliminate, to the extent required by the Regulations, the Adjusted Capital Account Deficit of such Partner as quickly as possible. This Section 7.4(A) is intended to comply with the qualified income offset requirement in Regulation Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistent therewith.
- B. Except as provided in Sections 7.4(C) and (D) hereof, in the event any Partner has a deficit Capital Account at the end of any Partnership fiscal year which is in excess of such Partner's Adjusted Capital Account Deficit, each such Partner shall be specially allocated items of Partnership income and gain in the amount of such excess for such year (and, if necessary, subsequent years) as quickly as possible.
- C. Notwithstanding any other provision of this Article VII, if there is a net decrease in Partnership Minimum Gain during any Partnership fiscal year, each Partner shall be specially allocated items of Partnership income and gain for such year (and, if necessary, subsequent years) in an amount equal to the greater of (i) the portion of such Partner's share of the net decrease in Partnership Minimum Gain, determined in accordance with Regulations Section 1.704-2(g), that is allocable to the disposition of all or a portion of the Project subject to Nonrecourse Liabilities, determined in accordance with Regulations Section 1.704-2(f), or (ii) if such Partner would otherwise have an Adjusted Capital Account Deficit at the end of such year, an amount sufficient to eliminate such Adjusted Capital Account Deficit. Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Partner pursuant thereto. The items to be so allocated shall be determined in accordance with Section 1,704-2(f)(6) of the Treasury Regulations. This Section 7.4(C) is intended to comply with the minimum gain chargeback requirement in such Section of the Treasury Regulations and shall be interpreted consistently therewith. To the extent permitted by such Section of the Treasury Regulations and for purposes of this Section 7.4(C) only, each Partner's Adjusted Capital Account Deficit shall be determined prior to any other allocations pursuant to this Article VII with respect to such fiscal year and without regard to any net decrease in Partner Minimum Gain during such fiscal year.
- D. Notwithstanding any other provision of this Article VII except Section 7.4(C), if there is a net decrease in Partner Minimum Gain attributable to a Partner Nonrecourse Debt during any Partnership fiscal year, each Partner who has a share of the Partner Minimum Gain attributable to such Partner Nonrecourse Debt, determined in accordance with Treasury Regulations Section 1.704-2(i)(5), shall be specially allocated items of Partnership income and gain for such

year (and, if necessary, subsequent years) in an amount equal to the greater of (i) the portion of such Partner's share of the net decrease in Partner Minimum Gain attributable to such Partner Nonrecourse Deht, determined in accordance with Treasury Regulations Section 1.704-2(i)(4), or (ii) if such Partner would otherwise have an Adjusted Capital Account Deficit at the end of such year, an amount sufficient to eliminate such Adjusted Capital Account Deficit. Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Partner pursuant thereto. The items to be so allocated shall be determined in accordance with Section 1.704-2(i)(4) of the Treasury Regulations. This Section 7.4(D) is intended to comply with the minimum gain chargeback requirement in such Section of the Treasury Regulations and shall be interpreted consistently therewith. Solely for purposes of this Section 7.4(D), each Person's Adjusted Capital Account Deficit shall be determined prior to any other allocations pursuant to this Article VII with respect to such fiscal year, other than allocations pursuant to Section 7.4(C) hereof.

- E. Any Partner Nonrecourse Deductions for any fiscal year or other period shall be specially allocated to the Partner who bears the economic risk of loss with respect to the Partner Nonrecourse Debt to which such Partner Nonrecourse Deductions are attributable in accordance with Regulations Section 1.704-2(f)(i).
- F. Partnership Nonrecourse Deductions for any fiscal year or other period shall be allocated in the same manner as Losses are allocated pursuant to Section 7.1(B) hereof.
- G. Notwithstanding anything to the contrary contained herein, in each taxable year of the Partnership, the General Partner shall be allocated at least 0.01% of each material item of Partnership income, gain, loss, deduction and credit.
- H. To the extent an adjustment to the adjusted tax basis of any Partnership asset pursuant to Code Section 734(b) or Code Section 743(b) is required, pursuant to Regulations Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to the General Partner and the other Partners in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to such Section of the Regulations.
- I. Any special allocations pursuant to Sections 7.4(A) through 7.4(F) hereof shall be taken into account in computing subsequent allocations of Profits or Losses pursuant to this Article VII, so that the net amount of any items so allocated and the Profits, Losses and all other items allocated to each Partner pursuant to this Article VII shall, to the extent possible, be equal to the net amount that would have been allocated to each such Person pursuant to the provisions of this Article VII if such special allocations had not been required.
- J. It is the intent of the Partners that Profit and Loss be allocated in a manner which will conform to the Treasury Regulations promulgated pursuant to Code Section 704(b) (the "704(b) Regulations") and that Partnership distributions be made in the priorities set forth herein. In

the event that adherence to the allocation formulas set forth in Section 7.1 hereof does not result in compliance with the 704(b) Regulations, the General Partner, upon advice of counsel, may reallocate Profits and Losses in such a manner as to conform with the 704(b) Regulations while distributing Net Cash Flow pursuant to Section 7.2 hereof.

K. Except as otherwise provided in this Agreement, all items of Partnership income, gain, loss, deduction and any other allocations not otherwise provided for shall be divided among the General Partner and the other Partners in the same proportions as they share Profits and Losses, as the case may be, for the year.

ARTICLE VIII

DISSOLUTION, LIQUIDATION AND TERMINATION OF THE PARTNERSHIP

- Section 8.1 <u>Events Causing Dissolution</u>. The Partnership shall dissolve upon the happening of any of the following events:
- A. the sale of the entire Project or of substantially all of the assets of the Partnership (excepting (a) a disposition of the Project which qualifies, in whole or in part, under Section 1031 or Section 1033 of the Code or (b) a sale in which the Partnership receives purchase money financing in which case the Partnership shall dissolve upon receipt of final payment thereunder);
- B. the death, Disability, Insolvency, retirement or withdrawal of a sole General Partner unless the Partnership is continued pursuant to Section 5.1(F);
- C. the election to dissolve the Partnership made in writing by the Partners whose total Percentage Interests, as shown on the Schedule attached hereto, represent at least 80% of the Percentage Interests of all Partners; or
- D. the happening of any other event causing dissolution of the Partnership under the Act.

Dissolution of the Partnership shall be effective on the day on which the event occurs giving rise to the dissolution. Articles of Dissolution may be filed under the Act at any time after the dissolution but before the completion of winding up of the Partnership. In any event, the Partnership shall not terminate until the assets of the Partnership have been distributed as provided in Section 8.2.

Section 8.2 Liquidation and Distributions on Dissolution.

A. As soon as practical after the dissolution of the Partnership, the General Partner shall give Notification to all the Partners of such fact and shall prepare a plan as to whether

and in what manner the assets of the Partnership shall be liquidated. With the consent of the Partners, the assets of the Partnership, subject to its liabilities, may be transferred to a successor entity, upon such terms and conditions as are then agreed upon.

- B. If the Partners fail to agree to transfer the assets of the Partnership, subject to its liabilities, to a successor entity pursuant to Section 8.2(A) upon dissolution of the Partnership, the General Partner (or any Partner if there be no General Partner) shall take full account of the Partnership's liabilities and property and the Partnership shall be liquidated as promptly as is consistent with obtaining the fair market value thereof, and the net proceeds shall be applied and distributed in the following order:
 - (i) First, to the payment of debts and liabilities of the Partnership other than loans or other debts and liabilities of the Partnership to Partners;
 - (ii) Second, to the setting up of any reserves which the General Partner or the liquidator deems reasonably necessary for contingent, unmatured or unforeseen liabilities or obligations of the Partnership;
 - (iii) Third, to the repayment of any unrepaid loans theretofore made by the Partners to the Partnership and to the payment of any unpaid amounts owing to the General Partner or its Affiliates under this Agreement; and
 - (iv) Fourth, to the Partners, pro rata based on their Partnership Interests, as shown on the Schedule.
- C. If any Partner has a deficit balance in his Capital Account (after giving effect to all contributions, distributions and allocations for all taxable years, including the year during which such distribution occurs), such Partner shall have no obligation to make any contribution to the capital of the Partnership with respect to such deficit, except in accordance with Section 8.2(D) below.
- D. At any time or from time to time after the date hereof, any Partner may, by written notice to the Partnership, obligate itself to restore up to a dollar amount specified in such notice (the "Restoration Amount") of any negative balance which would be standing in its Capital Account following the liquidation and winding-up of the Partnership or the liquidation of the Partner's Interest in the Partnership and the making of all Capital Account adjustments required in connection therewith, provided the Restoration Amount specified by a Partner shall be reasonable in light of the financial and business condition and equity value of such Partner. In the event a Partner so obligates itself to restore the Restoration Amount, the Partners agree (i) that for the purposes of this Agreement such Partner shall be deemed to be irrevocably obligated to restore the negative balance standing in its Capital Account in an amount up to the Restoration Amount, and (ii) upon the liquidation and winding-up of the Partnership or the liquidation of such Partner's Interest in the Partnership, as the case may be, if, after taking into account all distributions of liquidation proceeds and other Capital Account adjustments for the taxable year of the Partnership during which the liquidation and winding-up of the Partnership or liquidation of such Partner's Interest in the

Partnership occurs, as the case may be, such Partner has a negative balance in its Capital Account, that Partner shall be unconditionally obligated to restore to the Partnership an amount equal to the lesser of the Restoration Amount or the negative balance standing in his or its Capital Account, on or prior to the end of the taxable year of the Partnership during which the liquidation of the Partnership or such Partner's Interest in the Partnership occurs (or, if later, within ninety (90) days after the date of such liquidation). Any such contributed amounts shall be applied and distributed in the manner described in Section 8.2(B) hereof.

ARTICLE IX

BOOKS AND RECORDS; ACCOUNTING, TAX ELECTIONS, ETC.

Section 9.1 <u>Books and Records</u>. The books and records of the Partnership shall be maintained by the General Partner and shall be available for examination at reasonable times at the principal office of the Partnership by any Partner, or his duly authorized representatives, during regular business hours, and may be copied by said Partners at their own expense. The Partnership shall keep at its principal office, without limitation, the following records: a current list of the full name and last known address of each Partner; a copy of this Agreement; copies of the Partnership's federal, state and local income tax returns and reports, if any, for the three most recent years; copies of any financial statements of the Partnership for the three most recent years; and the Partnership books. The Partnership may provide such financial or other statements to the Partners as the General Partner in its discretion deems advisable.

Section 9.2 <u>Bank Accounts</u>. The bank accounts of the Partnership shall be maintained in such banking institutions as the General Partner shall determine, and withdrawals shall be made on such signature(s) as the General Partner may determine.

Section 9.3 <u>Tax Returns; Elections</u>. As soon as practicable after the end of each calendar year, the General Partner shall mail to each Partner sufficient information (including a Form K-1) with respect to the Partnership necessary for the preparation of such Partner's federal income tax return. Upon written request of any Partner, the General Partner shall provide said Partner with a true and complete copy of the Partnership's annual federal income tax return with respect to any taxable year of the Partnership so requested.

Section 9.4 <u>Fiscal Year; Method of Accounting</u>. The Partnership shall keep its books and records in accordance with the accounting methods followed for federal income tax purposes and/or otherwise generally in accordance with generally accepted accounting principles and procedures consistently applied, which shall reflect all Partnership transactions and shall be appropriate and adequate for the Partnership's business. The determination of the fiscal year and the method of accounting to be used in keeping the books of the Partnership shall be made by the General Partner.

ARTICLE X

GENERAL PROVISIONS

- Section 10.1 <u>Binding Provisions</u>. The covenants and agreements contained herein shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto.
- Section 10.2 <u>Separability of Provisions</u>. Each provision of this Agreement shall be considered separable and if for any reasons any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect any other provisions of this Agreement.
- Section 10.3 <u>Paragraph Titles</u>. Paragraph titles are for descriptive purposes only and shall not control or alter the meaning of this Agreement as set forth in the text.
- Section 10.4 <u>Discretion</u>. Unless otherwise provided herein, any provision of this Agreement giving the General Partner the authority or power to make any decision on its own behalf or on the behalf of the Partnership shall be deemed to provide that the General Partner may make such decision(s) in its sole and absolute discretion.
- Section 10.5 <u>Amendments</u>. This Agreement may be amended in any respect only with the consent of all Partners.
- Section 10.6 <u>Word Meanings</u>. In this Agreement, the singular shall include the plural and the masculine gender shall include the feminine and neuter and vice versa, unless the context otherwise requires.
- Section 10.7 <u>Applicable Law</u>. This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia, without regard to principles of conflict of laws, and the rights, duties and obligations of the Partners shall be as stated in the Act except as provided herein.
- Section 10.8 <u>Counterparts</u>; <u>Additional Partners</u>. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all the parties reflected hereon as signatories. Each Substitute, Additional or Successor Partner shall become a signatory hereof by signing such number of counterparts of this Agreement and such other instrument or instruments, and in such manner as the General Partner shall determine. By so signing, such Partner shall be deemed to have adopted and to have agreed to be bound by all the provisions of this Agreement; provided, however, that no such counterpart shall be binding until it shall have been signed by the General Partner.
- Section 10.9 <u>Entire Agreement</u>. This Agreement constitutes the entire understanding and agreement among the parties hereto with respect to the subject matter hereof, and supersedes all

prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as herein contained.

Section 10.10 <u>Waiver of Partition</u>. The Partners hereby waive any right of partition or any right to take any other action which otherwise might be available to them for the purpose of severing their relationship with the Partnership or their interest in the assets held by the Partnership from the interest of the other Partners.

Section 10.11 <u>Third Party Rights</u>. Any obligation of a Partner set forth herein to the Partnership or to any other Partner shall be an obligation only to the Partnership or such Partner, and shall not inure to the benefit of any third party.

END OF ARTICLE X

IN WITNESS WHEREOF, the parties hereto have executed this Agreement of Limited Partnership of Avonlea Phase 2 Four Limited Partnership as of the date first above written.

PARTNERS:

GENERAL PARTNER:

AVONLEA PHASE 2 JOINT VENTURE FOUR LLC, a Virginia limited liability company

By:

Carmen Romero

President

LIMITED PARTNER:

TRUE GROUND HOUSING PARTNERS, INC. (f/k/a Arlington Partnership for Affordable Housing, Inc.), a Virginia nonstock corporation

By:

Carmen Romero

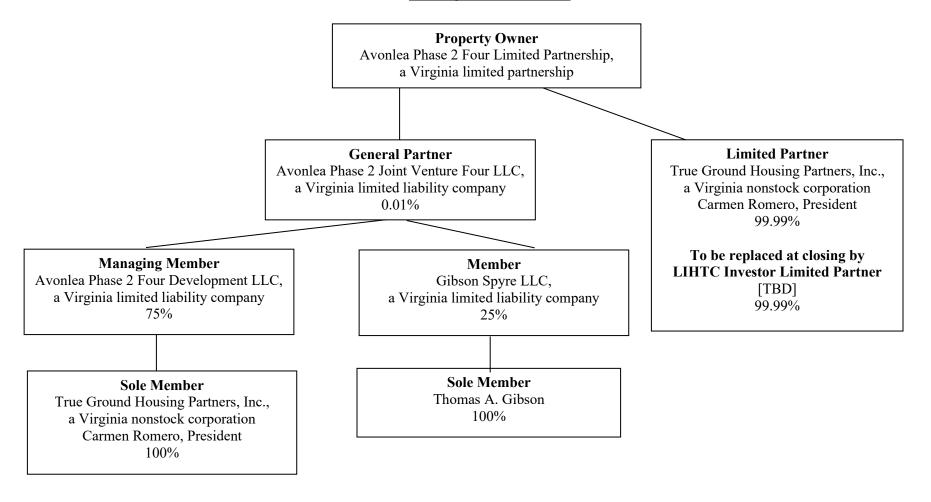
President

AVONLEA PHASE 2 FOUR LIMITED PARTNERSHIP

SCHEDULE I TO AGREEMENT OF LIMITED PARTNERSHIP

Partner's Name And Address	Capital Contribution	Percentage <u>Interest</u>
General Partner Avonlea Phase 2 Joint Venture Four LLC c/o True Ground Housing Partners, Inc. 4318 N. Carlin Springs Road Arlington, Virginia 22203 cromero@truegroundhousing.org	\$10.00	0.01%
Limited Partner True Ground Housing Partners, Inc. 4318 N. Carlin Springs Road Arlington, Virginia 22203 cromerol@truegroundhousing.org	\$10.00	99.99%

Avonlea Phase 2 4% Organizational Chart



OPERATING AGREEMENT OF AVONLEA PHASE 2 JOINT VENTURE FOUR LLC

THIS OPERATING AGREEMENT is entered into the 1st day of March, 2025, by and between AVONLEA PHASE 2 FOUR DEVELOPMENT LLC, a Virginia limited liability company ("TG") and GIBSON SPYRE LLC, a Virginia limited liability company ("GS," and together with TG, the "Members").

PRELIMINARY STATEMENT

On January 30, 2025, Avonlea Phase 2 Joint Venture Four LLC (the "Company") was formed as a limited liability company under the laws of the Commonwealth of Virginia, pursuant to the filing of the Certificate of Organization with the State Corporation Commission of the Commonwealth of Virginia. TG and GS desire to enter into this Operating Agreement with respect to the operation and governance of the Company

Accordingly, the parties hereto, in consideration of the foregoing premises and the mutual covenants and agreements contained herein, hereby agree that the Operating Agreement of the Company shall be as follows:

ARTICLE I GENERAL MATTERS

1. **FORMATION.**

The Company was formed pursuant to the Virginia Limited Liability Company (the "Act") by filing a Certificate of Organization with the Virginia State Corporation Commission.

2. **NAME.**

The name of the Company is Avonlea Phase 2 Joint Venture Four LLC.

3. **OFFICE OF THE COMPANY.**

The principal office address of the Company shall be 4318 N. Carlin Springs Road, Arlington, Virginia 22203.

4. <u>REGISTERED AGENT</u>.

The registered agent of the Company is Carmen Romero, a Virginia resident. The mailing address of the registered agent is 4318 N. Carlin Springs Road, Arlington, Virginia

22203. The sole duty of the registered agent shall be to forward to the Company at its principal office and place of business any notice that is served on them.

5. **DEFINED TERMS.**

Capitalized terms not defined elsewhere in this Agreement are defined in Article XIV.

ARTICLE II PURPOSES

The purposes of the Company are to (a) act as the general partner of an entity that owns, manages and operates a residential rental project in Loudoun County, Virginia known as Avonlea Phase 2 Four (the "**Project**") (b) engage in any and all other lawful activities as may be necessary, incidental or convenient to carrying out the business of the Company as contemplated in this Agreement, and (c) pursue any other lawful activity that is approved by the Members.

ARTICLE III TERM OF COMPANY

The term of the Company shall commence on the effective date of the filing of the Certificate of Organization and shall continue in perpetuity, or when terminated in accordance with Article XI of this Agreement or the Act.

ARTICLE IV MEMBER, INTEREST AND CAPITAL

The name, address, Capital Contribution and Interest of the Members are set forth on Schedule A, which shall be amended from time to time as the Members shall agree in writing.

No interest shall accrue on any Capital Contributions and the Members shall not have the right to withdraw or be repaid any Capital Contribution except as provided in this Agreement. In addition to the Capital Contribution, the Members may make additional Capital Contributions. Except to the extent of any unpaid Capital Contribution, the Members shall not be obligated to make any additional Capital Contributions.

ARTICLE V DISTRIBUTIONS

1. <u>DISTRIBUTION OF CASH FLOW AND OTHER PROPERTY AVAILABLE FOR</u> DISTRIBUTION.

Except as provided in paragraph 2 of this Article V and Article XI, the cash flow of the Company and other Property available for distribution shall be distributed to the Members as the Managing Member deems appropriate from time to time, 90% to TG and 10% to GS. Notwithstanding the foregoing, the Company shall not make a distribution if, after giving effect

to the distribution, the assets of the Company are less than its liabilities or the Company would not be able to pay its debts as they become due in the ordinary course of business.

2. <u>DISTRIBUTION OF PROCEEDS ON SALE OR REFINANCING.</u>

The proceeds from any sale, other than sales of property in the ordinary course of business, or refinancing (which term is defined for all purposes of this Agreement to include recasting, modifying, increasing or extending or any other such action with respect to any note or debt secured by any Company property) of all or a portion of the Property, which are not used to finance capital improvements, replacements or to further the business of the Company, after payment of or provision for all liabilities to creditors of the Company (including the repayment of any loans made by the Members to the Company), shall be distributed to the Members, 90% to TG and 10% to GS.

ARTICLE VI RIGHTS, OBLIGATIONS AND POWERS OF MANAGEMENT

1. **MANAGEMENT.**

- A. <u>Managing Member</u>. The business and affairs of the Company shall be managed by the Managing Member. Notwithstanding any provision herein to the contrary, the Company shall be managed, and the Members shall have the rights, duties and obligations, consistent with that certain Joint Venture Agreement, dated January 14, 2025, between True Ground Housing Partners, Inc. and GS (the "Joint Venture Agreement").
- B. <u>Records and Reports</u>. The Managing Member shall cause to be kept, at the principal place of business of the Company, or at such other location as he shall reasonably deem appropriate, full and proper ledgers, other books of account, and records of all receipts and disbursements, other financial activities, and the internal affairs of the Company.
- C. <u>Signature.</u> When signing any document on behalf of the Company, the Managing Member may bind the Company by signing the document in any manner that indicates it is signing on behalf of the Company. The Members may designate individuals to sign on behalf of the company as Authorized Person. The Members hereby designate TG and GS to sign on behalf of the company as Authorized Person.

2. <u>AUTHORITY OF THE MEMBERS TO ENGAGE IN OTHER BUSINESSES.</u>

The Members may engage in and possess an interest in other business ventures of any nature and description consistent with its corporate purposes, independently or with others; and the Company shall not have any right by virtue of this Agreement, in or to any independent venture or to any income or profits derived there from.

ARTICLE VII ALLOCATIONS FOR FEDERAL INCOME TAX PURPOSES

1. **PROFITS AND LOSSES**.

The Company shall be treated as a partnership for federal income tax purposes under the authority of Treasury Regulation 301.7701-3(b)(l)(i). Therefore, all Company income, gain, loss, deduction and credit will belong to the Members or their successor in interest.

2. ALLOCATIONS WITH RESPECT TO TRANSFERRED INTERESTS.

If any Interest is transferred during any Fiscal Year of the Company, the net income or net loss attributable thereto for such Fiscal Year will be divided and allocated proportionately between the transferor and transferee based on the number of days during such Fiscal Year that each party was the holder of the Interest transferred. Distributions of Company assets in respect of Interests will be made only to Persons who, according to the books and records of the Company, are the holders of record of the Interest, with respect to which such distributions are made, on the date determined by the Managing Member as of which holders of Interests are entitled to such distributions. The Company will incur no liability for making distributions in accordance with the provisions of the preceding sentence, whether or not the Company has knowledge or notice of any transfer of ownership of any Interest.

ARTICLE VIII PAYMENT OF ORGANIZATIONAL AND OTHER EXPENSES

The Company shall pay all costs and expenses related to the organization of the Company and acquisition, planning, holding, and operation of its business and Property.

ARTICLE IX INDEMNIFICATION AND EXCULPATION OF THE MEMBERS

1. **INDEMNIFICATION**.

The Members shall be indemnified and held harmless by the Company from any liability resulting from any act or omission made by it on behalf of the Company, except for acts or omissions which constitute gross negligence or willful misconduct, to the fullest extent that a director or officer of a stock corporation may be indemnified and held harmless under the Act.

2. **EXCULPATION**.

The Managing Member shall not be liable to the Company for or as a result of any act, omission or error in judgment that was taken, omitted or made by any of the Members in accordance with the standards established by the Act.

3. <u>LIMITATION OF LIABILITY</u>.

In any proceeding brought by or in the name of the Company, the Managing Member shall not have liability for damages other than for willful misconduct or a knowing violation of the criminal law.

ARTICLE X RESTRICTIONS ON INTERESTS

1. **SUBSTITUTED MEMBERS**.

- A. Unless named in this Agreement or admitted as provided in paragraph 1.B. of this Article, no Person shall be considered a member of the Company; and the Company, the Members and any other Person having business with the Company need deal only with the member(s) so named and so admitted. Neither the Company nor any member shall be required to deal with any other Person by reason of any assignment, pledge, encumbrance or Disposition of an Interest, except as otherwise provided in this Agreement. In the absence of substitution of a member for an assigning or terminated member, any payment to a Member, or to its successors or assigns, shall acquit the Company of all liability to any other Person who may be interested in such payment by reason of an assignment by a member or by reason of its termination.
- B. An assignee may become a substituted member in place of its assignor or predecessor in interest only if all of the following conditions are satisfied:
 - (1) The instrument of assignment sets forth the intention of the assignor that the assignee shall become a substituted member in place of the assignor with respect to the assignor's Interest;
 - (2) The assignor and assignee shall execute and deliver such other instruments as the Members may require, including written acceptance by the assignee of the terms of this Agreement;
 - (3) All of the Members have consented in writing to the assignment; and
 - (4) The assignee shall have paid all reasonable fees and costs incurred by the Company in connection with substitution as a member, as determined by the Managing Member.

2. **SECURITIES LAWS**.

Notwithstanding the foregoing, in no event will an Interest be sold, assigned or transferred if such sale, assignment or transfer would violate the Securities Act of 1933, as amended, or any other securities law or regulation, or if such sale, transfer or assignment could not be effected without registration under the federal or state securities laws.

3. <u>INTEREST OF ASSIGNEE</u>.

The interest which a transferee or assignee of any Interest may have in the profits, losses or distributions of the assets of the Company shall succeed to the Interest of its transferor or assignor as of the date Company is notified of such transfer, but only if such transfer complies with the terms of this Agreement. On admission of a substitute member, a new Schedule A to this Agreement shall be prepared and signed by the Members to substitute the name of such substitute member for the name of its predecessor member.

ARTICLE XI TERMINATION

1. EVENTS CAUSING DISSOLUTION AND WINDING UP.

- A. Only the following event shall cause the dissolution and winding up of the Company:
 - (1) Unanimous consent in writing by the Members
- B. Any other event not specifically set forth herein that terminates the continued membership of either of the Members shall not in itself cause the Company to dissolve.

2. **WINDING UP COMPANY AFFAIRS**.

- A. On the occurrence of any of the events specified in subparagraphs 1.A.(1) of this Article, the Managing Member or a Person chosen by the Members (the "Liquidator"), shall wind up the affairs of the Company with due diligence and in a timely manner and consistent with the provisions of this paragraph 2 and applicable requirements of law. The Liquidator shall file all certificates or notices of the dissolution of the Company as required by law. On the complete liquidation and distribution of the Company's property and assets, the Members shall cease to be members of the Company, and the Liquidator (and if necessary, the Members) shall execute, acknowledge and cause to be filed all certificates and notices required by law to terminate the Company.
- B. The Company shall terminate when all assets of the Company have been sold and or distributed and all affairs of the Company have been wound up.
- C. The Liquidator shall proceed without any unnecessary delay to sell and otherwise liquidate the Company property; provided, however, that if the Liquidator determines that an immediate sale of part or all of the Company property would cause undue loss to the Members, the Liquidator may, in order to avoid such loss, defer the liquidation of the Company property for a reasonable time, except for such liquidations as may be necessary to satisfy the debts and liabilities of the Company to Persons other than the Members. The Liquidator shall sell or otherwise liquidate the property at such prices and on such terms as the Liquidator, in the exercise of its good faith business judgment under the circumstances then presented, deems in the best interest of the Members.

- D. After the payment of, or provisions for, all debts of the Company including unpaid distributions to which a member is entitled, the proceeds of the sale of the Company assets or the Company assets shall be distributed to the Members 90% to TG and 10% to GS.
- E. On the dissolution of the Company pursuant to paragraph 1 of this Article, the Liquidator shall cause the Company Accountants to prepare within 30 days of such dissolution, and the Liquidator shall immediately furnish to the Members, a statement setting forth the assets and liabilities of the Company as of the date of its dissolution. Promptly following the complete liquidation and distribution of the Company's property and assets, the Company Accountants shall prepare, and the Liquidator shall furnish to the Members, a statement showing the manner in which the Company property and assets were liquidated and distributed.

ARTICLE XII BOOKS AND RECORDS, ACCOUNTING, TAX ELECTIONS AND RELATED MATTERS

1. **BOOKS AND RECORDS**.

The books and records of the Company shall be maintained in conformity with federal tax accounting methods used for the preparation of the Company's or the Members' tax returns.

2. **REPORTS TO MEMBER.**

On an annual basis, the Managing Member will furnish to the Members a report containing information necessary for the Members to prepare its federal income tax return.

3. **BANK ACCOUNTS**.

Except as otherwise herein provided, the bank accounts of the Company shall be maintained in such banking institutions as the Managing Member shall determine, and withdrawals shall be made only in the regular course of Company business on such signature or signatures as the Managing Member may determine.

4. <u>SECTION 754 ELECTIONS</u>.

Upon the transfer of all or any part of the Interest of Members, the Company may elect, pursuant to Code Section 754 to adjust the basis of the Company property.

5. **FISCAL YEAR**.

The fiscal year of the Company shall be the calendar year or that portion of the calendar year during which the Company is in existence (the "Fiscal Year").

6. <u>TAX ELECTIONS</u>.

The Managing Member on behalf of the Company may, but is not required to, make an election for federal income tax purposes, to the extent permitted by applicable law and regulations, as follows:

A. In case of a transfer of all or part of a Member's Interest, the Managing Member may elect in a timely manner pursuant to Code Section 754 and pursuant to corresponding provisions of applicable state and local tax laws, to adjust the basis of the assets of the Company pursuant to Code Sections 734 and 743; and

B. Intentionally Deleted.

- C. The partnership representative of the Company pursuant to Section 6223(a) of the Internal Revenue Code may be any member or other person with a substantial presence in the United States designated in the manner prescribed by the Internal Revenue Service ("IRS"). (Any person who is designated as the partnership representative is referred to herein as the "Partnership Representative"). The Partnership Representative is authorized to take such actions and to execute and file all statements and forms on behalf of the Company which may be permitted or required by the applicable provisions of the Internal Revenue Code or Treasury Regulations issued thereunder, provided that the Partnership Representative may file suit only with the approval of the Members. The Partnership Represevtative shall have the sole authority to act on behalf of the Company under Subchapter C of Section 63 of the Internal Revenue Code (relating to IRS partnership audit proceedings) and in any tax proceedings brought by other taxing authorities, and the Company and all Members shall be bound by the actions taken by the Partnership Representative in such capacity. The Partnership Representative shall be reimbursed by the Company for all expenses incurred in connection with all examinations of the Company's affairs by tax authorities, including resulting Proceedings, and is authorized to expend Company funds for professional services and costs associated therewith.
- D. All other elections required or permitted to be made by the Company will be made in such a manner as the Managing Member, in consultation with the Company's attorneys or the Company's accountants, determines to be most favorable to the Members.

7. INSPECTION AND ACCOUNTING.

Any Member, upon written notice, may inspect any and all records of the Company or demand an accounting of the Company. Inspections should occur within five business days of the request during regular business hours in the Company's principal place of business unless otherwise agreed to by the Managing Member and requesting Member. An accounting should occur within a reasonable time following the demand, not to exceed thirty days.

ARTICLE XIII AMENDMENTS

This Agreement shall not be amended except in a written amendment executed by each of the Members.

ARTICLE XIV CERTAIN DEFINED TERMS

As used herein, the following terms shall have the following meanings:

- 1. "Articles" means the Company's Certificate of Organization as filed with the Virginia State Corporation Commission.
- 2. "Capital Contributions" means the Capital Contributions of the Members and any additional capital contributions of the Members contemplated by Article IV of this Agreement and as set forth on Schedule A.
- 3. "Code" means the Internal Revenue Code of 1986, as amended.
- 4. "Company Accountants" means the certified public accountants selected by the Managing Member.
- 5. "Disposition" means the sale, gift, transfer, exchange or other disposition of an Interest, in any manner, whether voluntary or involuntary, or by operation of law or otherwise.
- 6. "Fiscal Year" has the meaning given that term in Article XII(5).
- 7. "Interest" means the entire ownership interest of a Member in the Company at any particular time, any and all rights to vote and otherwise participate in the Company's affairs, and the rights to any and all benefits to which the Member may be entitled as provided in this Agreement, including, without limitation, a Member's right to share in the cash flow and profits and losses of the Company, together with the obligations of such Member to comply with all of the terms and provisions of this Agreement including, without limitation, the obligation to make capital contributions. The Interest of the Members is set forth on Schedule A.
- 8. "Managing Member" means True Ground Housing Partners, Inc.
- 9. "Person" shall mean any individual, general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or association and their heirs, legal representatives, successors and assigns.
- 10. "Property" means all real and personal property leased, owned, acquired or developed, directly or indirectly, by the Company and any improvements thereto, including both tangible and intangible property.

ARTICLE XV GENERAL PROVISIONS

1. **NOTICES**.

Except as otherwise provided herein, any notice required or permitted under this Agreement will be given in writing and deemed delivered when hand delivered or three (3) days after being deposited in the United States mail certified mail, return receipt requested, postage prepaid to the address shown on Schedule A or to such other addresses as the Members may specify from time to time in the same manner as specified for giving notices.

2. **BINDING AGREEMENT**.

This Agreement shall be binding on the parties hereto, their successors and assigns.

3. **HEADINGS**.

All headings in this Agreement are for convenience of reference only and are not intended to qualify the meaning of any provision.

4. **SEVERABILITY**.

Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal, invalid or in conflict with any existing or future law or the purpose of this Agreement, for any reason whatsoever, such term or provision shall be ineffectual and void, and the validity of the remainder of this Agreement shall not be affected thereby.

5. **ENTIRE AGREEMENT**.

This Agreement constitutes the entire understanding and agreement among the parties hereto with respect to the subject matter hereof, and there are no agreements, understandings, restrictions, representations or warranties among the parties other than those set forth herein, or herein provided for.

6. **NUMBER AND GENDER**.

Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural; and the masculine gender shall include the feminine and neuter genders.

7. **SCHEDULES**.

Each Schedule referred to in this Agreement is incorporated and made a part of this Agreement by this reference.

8. <u>APPLICABLE LAW</u>.

ALL QUESTIONS WITH RESPECT TO THE VALIDITY, CONSTRUCTION OR ENFORCEABILITY OF THIS AGREEMENT SHALL BE GOVERNED EXCLUSIVELY BY ITS TERMS AND BY THE LAWS OF THE COMMONWEALTH OF VIRGINIA, WITHOUT REGARD TO ANY CONFLICTS OF LAWS PROVISION.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF the parties have signed this Operating Agreement as of THE date first written above.

MANAGING MEMBER:

AVONLEA PHASE 2 FOUR DEVELOPMENT LLC, a Virginia limited liability company

Name:Carmen Romero

Title:President

MEMBER:

GIBSON SPYRE LLC, a Virginia limited liability company

By: 7 Librar

Name: Thomas A. Gibson Title: President and CEO

AVONLEA PHASE 2 JOINT VENTURE FOUR LLC

SCHEDULE A

MEMBER, INTEREST AND CAPITAL

Name	<u>Interest</u>	Capital Contribution
Avonlea Phase 2 Four Development LLC 4318 N. Carlin Springs Road Arlington, Virginia 22203	75%	\$75.00
Gibson Spyre LLC c/o Thomas A. Gibson 1403 Prince Street Alexandria, VA 22314	25%	\$25.00
Total	100.00%	\$100.00

Tab B:

Virginia State Corporation Commission Certification (MANDATORY)

STATE CORPORATION COMMISSION

Richmond, January 30, 2025

This is to certify that the certificate of organization of

Avonlea Phase 2 Joint Venture Four 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: January 30, 2025

STATION COMMISSION 1903

STATE CORPORATION COMMISSION Attest:

STATE CORPORATION COMMISSION

Richmond, September 17, 2024

This is to certify that the certificate of organization of

Avonlea Phase 2 Four Development 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: September 17, 2024

OR ATION COMMISSION

STATE CORPORATION COMMISSION Attest:

STATE CORPORATION COMMISSION

Richmond, September 17, 2024

This is to certify that the certificate of limited partnership of

Avonlea Phase 2 Four Limited Partnership

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

Effective date: September 17, 2024

ORATION COMPANY SSION

STATE CORPORATION COMMISSION Attest:

STATE CORPORATION COMMISSION

Richmond, May 3, 2022

This is to certify that the certificate of organization of

Gibson Spyre 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: May 3, 2022

STATE OF THE STATE

STATE CORPORATION COMMISSION Attest:

Tab C:

Syndicator's or Investor's Letter of Intent (MANDATORY)



Steve Smith Senior Vice President **Truist Community Capital, LLC** 120 East Baltimore St.

Baltimore, MD 21202 Tel 443-878-4774 steve.d.smith@truist.com

June 26, 2025

Carmen Romero President/CEO True Ground Housing Partners, Inc. 4318 N Carlin Springs Road Arlington, VA 22203

RE: Avonlea Phase 2 Four

Dear Carmen:

This Letter of Intent is for discussion purposes only and sets forth general terms and conditions of a proposed equity investment in a Limited Partnership that will construct, develop, own and operate the property described below. This Letter of Intent does not represent or imply an offer to invest, nor does it limit the terms and provisions that would be set forth in an amended and restated Limited Partnership Agreement and related documents prepared by Truist Community Capital, LLC's ("TCC") counsel (the "Project Documents"). No commitment exists until TCC completes all due diligence, underwriting, credit, management and regulatory approvals, and final Project Documents are signed by all respective parties.

<u>Partnership Name:</u> Avonlea Phase 2 Four Limited Partnership, a Virginia limited partnership

("Limited Partnership").

Project Name/Description: Avonlea Phase 2 Four, a 67-unit apartment complex for families with

related site amenities in Chantilly, VA. The unit mix will be: 55-1 BR

units and 12-2BR units.

General Partner: Avonlea Phase 2 Joint Venture Four LLC, a Virginia limited liability

company, is anticipated to be the General Partner with a 0.01% ownership interest. The General Partner will be owned 75% by a wholly owned affiliate of True Ground Housing Partners, Inc and 25% by a wholly owned affiliate of Mr. Thomas A. Gibson. The General Partner will have a .01% interest in the 1) operating profits and losses, 2) depreciation, 3) Low Income Housing Tax Credits (the "Tax Credits"), and shall have an interest in Cash Flow and proceeds from Capital Transactions as elsewhere described. The General Partner has certain rights and duties as described in the Project Documents and will agree to serve as the sole General Partner of the Partnership for the entire Partnership term. Certain obligations of the General Partner under the Project Documents shall be guaranteed by financially responsible persons or entities acceptable to

TCC in its sole discretion.

Limited Partner: An affiliate of Truist Community Capital, LLC ("TCC") will have a

99.99% Limited Partner interest ("Limited Partner") in the 1) operating profits and losses, 2) depreciation, 3) Low Income Housing Tax Credits (the "Tax Credits"), and shall have an interest in Cash Flow and proceeds

from Capital Transactions as elsewhere described. The Limited Partner will have certain rights as described in the Project Documents.

CDC Special Limited Partner, L.L.C., an affiliate of the TCC will act as the Special Limited Partner with rights, powers and obligations defined in the Partnership Agreement.

True Ground Housing Partners, Inc. will act as the Developer of the property, pursuant to a Development Agreement acceptable to TCC. The Developer will be paid a Development Fee to reimburse it for its general and administrative expenses and to compensate it for its services in developing the Project.

The Partnership will elect the 40-60 test as the minimum set-aside test for the Project. 100% of the 67 units are expected to qualify for federal low income housing tax credits under Section 42 of the Internal Revenue Code of 1986, as amended (the "Code"). The applicable income and rent restrictions are as follows:

- 67 units will be both income and rent restricted at 60% of AMI
- No units will be set-aside for a full-time resident manager.

The Partnership expects to be eligible for LIHTC in the estimated amount of \$1,178,589 per annum, of which 99.99% will be allocated to the Investor. TCC's investment is predicated on the state housing credit agency's award and allocation of LIHTC of substantially this amount. The Partnership expects to receive an allocation of state volume cap for tax-exempt bonds. Prior to closing, the General Partner will provide the Investor with an accountant's report indicating that more than 50% of the Partnership's aggregate basis in the land and buildings will be financed with Bonds in accordance with Section 42(h)(4) of the Code. We have assumed an applicable tax credit rate of 4.0%.

The Investor will make an equity investment in the Partnership equal to \$0.93 for each \$1.00 of LIHTC properly allocable to the Investor. This equity price is offered for 180 days from Sponsor signature of this letter, after which it may be adjusted at the sole discretion of TCC.

Estimated to be \$10,959,780 in LIHTC equity based on information provided by you or your agents. The Capital Contribution will be reduced by, among other things, any reduction in the Partnership's qualified basis for LIHTC purposes.

<u>Capital Contribution #1</u>: (25%) \$2,739,945 will be paid at closing which shall be predicated upon admission of the Investor and Special Limited Partner to the Partnership, the closing and initial funding of the loans, and receipt and approval of all due diligence requested by TCC including, without limitation, evidence of the Project's eligibility for LIHTC.

Capital Contribution #2: (23%) Estimated to be \$2,520,749 will be paid

Special Limited Partner:

Developer:

Tax Credits:

Projected LIHTC:

Price Per Credit:

Estimated TCC Capital

TCC Pay In Schedule:

upon 50% completion as evidenced by an architect's certification that the Project has reached the stated completion in accordance with the plans and specifications and has incurred the stated percentage of hard costs, as confirmed by TCC's construction inspector.

Capital Contribution #3: (50%) Estimated to be \$5,479,891in LIHTC equity and \$62,304 in 45L equity will be paid upon the latest to occur of: 1) permanent certificates of occupancy, 2) evidence that the Partnership has submitted a complete application to VHDA for IRS Forms 8609, 3) physical occupancy of 95% of the units by qualified tenants (the "Qualified Occupancy Date"), 4) Final Closing which is inclusive of, as applicable, achievement of construction completion, repayment of construction financing in full, permanent loan closing/conversion, permanent COs, final lien waivers, cost certification, payment of all development costs, and funding of all required reserves ("Final Closing"), and 5) achievement of debt service coverage ratio of 115% on all hard, must-pay debt for each of three (3) consecutive calendar months immediately preceding this Capital Contribution based on the higher of actual or underwritten expenses (as adjusted for the actual costs of insurance and taxes) and assuming a vacancy rate of equal to the greater of 5% or the actual vacancy rate (the "Stabilization Date"). This Capital Contribution #2 is sometimes referred to herein as the "Stabilization Installment". With this Capital Contribution, the construction loan will be fully repaid.

<u>Capital Contribution #4:</u> (2%) \$219,195, upon the latest to occur of: 1) receipt of properly executed Forms 8609 representing all LIHTC units, and 2) receipt of Partnership tax return for the first year of the credit period.

Operating Deficits:

The General Partner will be obligated to advance funds to pay operating deficits. Following Capital Contribution #2, this obligation will be capped at six (6) months of operating expenses, reserve deposits, and required debt service and will expire at the end of the year in which the fifth (5th) anniversary of Capital Contribution #2 occurs provided that the Project achieves an average debt service coverage ratio of 115% for that year (to be determined based on audited financial statements) and all reserves have been fully replenished.

Development Obligation:

The General Partner and the Developer will be jointly and severally obligated to achieve the Stabilization Installment. In the event the loan proceeds and capital contributions are insufficient to pay all development, operating and lease-up costs prior to (and as necessary to achieve) Final Closing, the General Partner and the Developer will fund the deficit without reimbursement.

Reserve Requirements:

1) Operating Deficit Reserve: The General Partner will cause the Partnership to establish and maintain a reserve for operating deficits and

capital improvements not paid from the Replacement Reserve in the estimated amount equal to six (6) months of Operating Agreement expenses, reserve deposits, and required debt service at the time of Capital Contribution #2. If there is insufficient cash available from Designated Proceeds and the proceeds of Capital Contribution #2 or #3, then the funding of the Operating Agreement Deficit Reserve will be the obligation of the General Partner.

2) Replacement Reserve: \$300 per unit per year, increasing at 3% annually (subject to further negotiation prior to closing). This reserve shall be available to fund capital needs. It will be held and controlled by Truist as long as Truist is lender, or by Virginia Housing, if required. Truist's consent for withdrawals shall not be unreasonably withheld, conditioned, or delayed.

This Letter of Intent is for your confidential use only and is sent to you on the condition that neither the existence of this Letter of Intent nor its contents will be disclosed publicly or privately to any person or entity, except to those of the Partnership's officers, employees, agents, counsel or accountants directly involved with this proposed financing or to Virginia Housing, and then only on the basis that it not be further disclosed. Without limiting the generality of the foregoing, none of such persons shall use or refer to the Bank or any of its affiliates in any disclosure made in connection with the proposed transaction without the Bank's prior written consent.

This entire proposal is made based on representations by the General Partner, the Developer, and/or their agents, as to all facts regarding the Project, including but not limited to, the credit worthiness and financial viability of the General Partner, project Partnership, and the Guarantors. TCC's investment is subject to receipt, review and approval of all environmental and geological reports, site inspections, appraisal, market study, personal and/or corporate financial statements of the Guarantors and General Partners, revised construction budgets, revised development budget and total project costs, plans and specifications, financing sources, cash flow projections, the construction contract and other items deemed necessary by TCC to make an informed investment decision. Terms are subject to change upon the completion of TCC's due diligence, and changes to the financial projections and other pertinent information provided by you or your agents. TCC's investment is contingent upon final TCC approval, regulatory approval, and mutually acceptable terms and conditions contained in the Project Documents. The Project Documents will supersede this letter.

We are pleased to have this opportunity to partner with you on this property. Should you have any questions or comments please give me a call.

Sincerely,

Stephen D. Smith Senior Vice President

Tab D:

Any Supporting Documentation related to List of LIHTC Developments (Schedule A)



AvonLea Phase 2 Family

LIHTC 4% Application

Tab D. Supporting Documentation Related to List of LIHTC Developments

In 2017, True Ground Housing Partners, Inc. (formerly the Arlington Partnership for Affordable Housing, Inc.) received IRS Form 8823 related to the Columbia Grove apartments. In 2016, True Ground began demolition of a surface parking lot at the Columbia Grove site as part of construction of the Columbia Hills East and Columbia Hills West developments, triggering a noncompliance event that was pre-approved by VHDA, and will remain uncorrected for the life of the compliance period. True Ground has also received other IRS Form 8823s over the prior ten years as a result of minor non-compliance at other projects, all of which have been corrected.

The following properties have achieved substantial completion and are in the process of completing 8609s: Unity Homes at Ballston and Arna Marbella.

This tab's backup is also found in the Excel application in the 6 List of Development (SchA) tabs.

INSTRUCTIONS

- 1. A Schedule A is required for every individual that makes up the GP or Managing Member, except as follows:
 - For Principals organized as a corporation (public or private), nonprofit organization, or governmental entity, you are only required to list the names of any officer: 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 25 individual members, you are only required to list the names of any officers and any managing member responsible for managing the affairs of the company, along with the name of any individual members holding 25% or more interest in the Principal
 - For Principals organized as a trust, you are only required to list the names of all trustees and any individuals possessing a 25% or more beneficial interest in the assets of the trust
- 2. For each property for which an <u>uncorrected</u> 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement at Tab D.
- 3. List only tax credit development experience for the past 15 years.
- 4. Use separate forms as needed, for each principal. Five additional tabs are available at the end of the application. Contact Virginia Housing if you need more available within the application

Development Name: Avonlea Family (Avonlea Phase 2 Four LP)

Name of Applicant: Avonlea Phase 2 Four Limited Partnership

Principals' Name: True Ground Housing Partners, Inc.

					CGP or "Named"	Total	Total Low			Uncorrected
				Ownership		Develop-		Placed in	8609 Issued	8823s? If Y,
	Development Name	Location	Ownership Entity					Service Date	Date	Explain at Tab D
_	Courthouse Crossings	.,	Courthouse Crossings Limited Partnership	(703) 276-7444	Y	112	112	-,,,		
2.	Fisher House	1201 & 1211 N. Kennebec	Fisher House Limited Partnership	(703) 276-7444	Υ	33	33	9/14/2007	6/19/2008	N
3.	Parc Rosslyn	1531 N. Pierce St., Arlingt	Rosslyn Ridge Associates Limited Partnership	(703) 276-7444	N	238	96	9/30/2008	5/20/2009	N
_	Columbia Grove Apartments	1001, 1003, 1011, 1012, 1		(703) 276-7444	Υ	208	130	, .,		
5.	Buchanan Gardens	914 South Buchanan St., A	Buchanan Gardens Limited Partnership	(703) 276-7444	Υ	111	111	10/31/2011	8/8/2013	
6.	Arlington Mill Residences	901 South Dinwiddie St., A	Arlington Mill Limited Partnership	(703) 276-7444	Υ	122	121	1/31/2014	10/15/2014	N
7.	The Springs Apartments	555 North Thomas St., Arl	The Springs Apartments Limited Partnership	(703) 276-7444	Υ	104	98	9/29/2016		
8.	Columbia Hills East	1000 S. Frederick St., Arlir	Columbia Hills East Limited Partnership	(703) 276-7444	Υ	97	97	9/28/2018	3/24/2020	N
9.	Columbia Hills West	1002 S. Frederick St., Arlin	Columbia Hills West Limited Partnership	(703) 276-7444	Υ	132	132	9/28/2018	3/24/2020	N
10.	Gilliam Place East	918 S. Lincoln Street, Arlin	Gilliam Place East Limited Partnership	(703) 276-7444	Υ	83	83	8/5/2019	9/10/2020	N
11.	Gilliam Place West	3507 Columbia Pike, Arlin	Gilliam Place West Limited Partnership	(703) 276-7444	Υ	90	90	8/2/2019	9/10/2020	N
			APAH Westover Apartments Limited							
_	Fisher House II	5705, 5711, 5717 Washing		(703) 276-7444		68		5700 11th St.		
_	Queens South Nine		Queens South Nine Limited Partnership	(703) 276-7444	Υ	90	90		8/4/2022	
_	Queens North Four		Queens North Four Limited Partnership	(703) 276-7444		159	156	-,,	8/4/2022	
	Post West Nine		Post West Nine Limited Partnership	(703) 276-7444	Υ	80	80			
16.	Post East Four	3445 Washington Bouleva	Post East Four Limited Partnership	(703) 276-7444	Υ	80	80	7/28/2022	7/24/2024	N
17.	Mt. Sterling Senior 9% B	21394 Mount Sterling Ter	Mt. Sterling Senior 9% Owner LLC	(703) 276-7444	Υ	48			8/8/2023	N
18.	Mt. Sterling Senior 4%	21394 Mount Sterling Ter	Mt. Sterling Senior 4% Owner LLC	(703) 276-7444	Υ	50	50	8/29/2022	8/30/2023	N
19.	Snowden's Ridge Apartments	2000-2010, 2014-2026, 20	APAH Snowden Limited Partnership	(703) 276-7444	Υ	87	87		7/10/2023	N
20.	Oakwood South Nine	5815 S Van Dorn Street, A	Oakwood South Nine Limited Partnership	(703) 276-7444	Υ	71	71		1/21/2025	N
21.	Oakwood North Four	5815 S Van Dorn Street, A	Oakwood North Four Limited Partnership	(703) 276-7444	Υ	79	79	6/26/2023	TBD	N
22.	Ballston Station	4201 Fairfax Drive, Arlingt	Ballston Limited Partnership	(703) 276-7444	Υ	144	144	3/15/2024	TBD	N
23.	Braddock Nine	10055 Braddock Road, Fai	Braddock Nine Limited Partnership	(703) 276-7444	Υ	36	36	2/28/2024	TBD	N
24.	Braddock Four	10055 Braddock Road, Fai	Braddock Four Limited Partnership	(703) 276-7444	Υ	44	44	2/28/2024	TBD	N
25.	Arna + Marbella	2300 25th St South, Arling	Arna Marbella Limited Partnership	(703) 276-7444	Υ	101	101	1220 N. Queei	TBD	N
26.	Riggs Crossing	5543 South Dakota Ave N	Fort Totten Limited Partnership	(703) 276-7444	Υ	93	93	TBD	TBD	N
27.	Marbella South Four	1300 N. Pierce Street, Arli	Marbella South Four Limited Partnership	(703) 276-7444	Υ	138	138	TBD	TBD	N
28.	Marbella North Nine	1300 N. Pierce Street, Arli	Marbella North Nine Limited Partnership	(703) 276-7444	Υ	96	96	TBD	TBD	N
29.	Dominion North Four	1592 Spring Hill Road, Tys	APAH Tysons North Four Limited Partnership	(703) 276-7444	Υ	265	265	TBD	TBD	N
_	Dominion South Four		APAH Tysons South Four Limited Partnership	(703) 276-7444	Υ	251	251		TBD	N
_	Avonlea Four	24790 Pinebrook Road, Ch	Avonlea Four Limited Partnership	(703) 276-7444	Υ	65		TBD	TBD	N
_	Avonlea Nine	24790 Pinebrook Road, Cl	Avonlea Nine Limited Partnership	(703) 276-7444	Υ	65	65	TBD	TBD	N
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^{*} Must have the ability to bind the LIHTC entity; document with Partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

INSTRUCTIONS

- 1. A Schedule A is required for every individual that makes up the GP or Managing Member, except as follows:
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- 4. Use separate forms as needed, for each principal. Five additional tabs are available at the end of the application. Contact Virginia Housing if you need more available within the application

 Development Name:
 Avonlea Family (Avonlea Phase 2 Four LP)

 Name of Applicant:
 Avonlea Phase 2 Four Limited Partnership

Principals' Name: Avonlea Phase 2 Four Limited Partnership

				CGP or "Named"	Total	Total Low			Uncorrected
			Ownership			Income	Placed in	8609 Issued	8823s? If Y,
#	Development Name	Location		at the time of deal?		Units	Service Date		Explain at Tab D
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Development Name: Avonlea Family (Avonlea Phase 2 Four LP)

Name of Applicant: Avonlea Phase 2 Four Limited Partnership

Principals' Name: Avonlea Phase 2 Joint Venture Four LLC

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	Development Name	Location		Entity Phone	at the time of deal?			Service Date		Explain at Tab D
	Development Name	Location	Ownership Entity	Entity Phone		ment units	Units	Service Date	Date	
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Development Name: Avonlea Family (Avonlea Phase 2 Four LP)

Name of Applicant: Avonlea Phase 2 Four Limited Partnership

Principals' Name: Avonlea Phase 2 Four Development LLC

	I	1	I	1	CGP or "Named"	Total	Total Low			Uncorrected
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	Development Name	Location		Entity Phone	at the time of deal?	ment Units	Units	Service Date		Explain at Tab D
	Development Name	Location	Ownership Entity	Entity Filone	Y/N	ment onits	Units	Service Date	Date	Y/N
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Development Name: Avonlea Family (Avonlea Phase 2 Four LP)

Name of Applicant: Avonlea Phase 2 Four Limited Partnership

Principals' Name: Gibson Spyre LLC

		I	I		CGP or "Named"	Total	Total Low	T		Uncorrected
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	B	1 41			Managing Member at the time of deal?			Service Date		Explain at Tab D
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Development Name: Avonlea Family (Avonlea Phase 2 Four LP)

Name of Applicant: Avonlea Phase 2 Four Limited Partnership

Principals' Name: Carmen Romero, President & CEO of True Ground Housing Partners

							Total Low			Uncorrected
				Ownership			Income	Placed in	8609 Issued	8823s? If Y,
_	Development Name	Location	Ownership Entity	Entity Phone	at the time of deal?	ment Units	Units	Service Date	Date	Explain at Tab D
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INSTRUCTIONS

- 1. A Schedule A is required for every individual that makes up the GP or Managing Member, except as follows:
 - For Principals organized as a corporation (public or private), nonprofit organization, or governmental entity, you are only required to list the names of any officer: 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 25 individual members, you are only required to list the names of any officers and any managing member responsible for managing the affairs of the company, along with the name of any individual members holding 25% or more interest in the Principal
 - For Principals organized as a trust, you are only required to list the names of all trustees and any individuals possessing a 25% or more beneficial interest in the assets of the trust
- 2. For each property for which an <u>uncorrected</u> 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement atTab D.
- 3. List only tax credit development experience for the past 15 years.
- 4. Use separate forms as needed, for each principal. Five additional tabs are available at the end of the application. Contact Virginia Housing if you need more available within the application

Development Name: Avonlea Family (Avonlea Phase 2 Four LP)

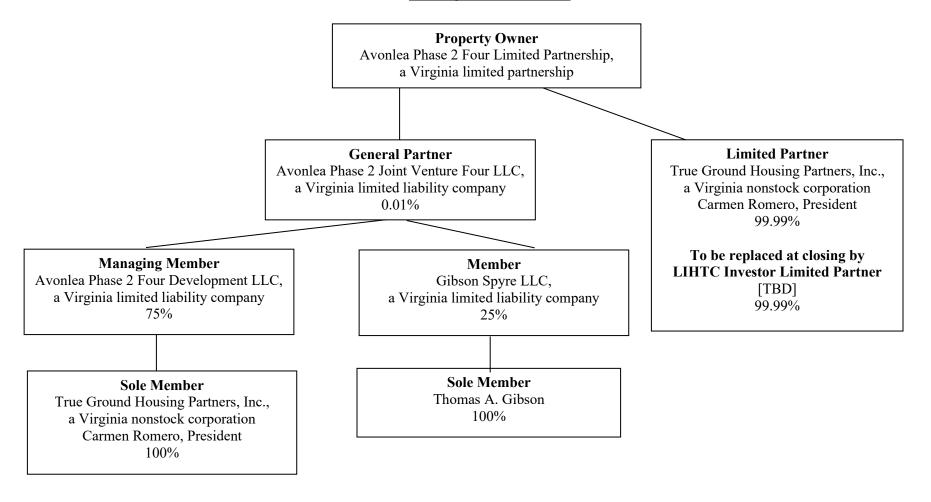
Name of Applicant: Avonlea Phase 2 Four Limited Partnership

Principals' Name: Thomas Gibson, President & CEO of Gibson Spyre LLC

			I		CGP or "Named"	Total	Total Low			Uncorrected
								Placed in	8609 Issued	8823s? If Y,
	Development Name	Location		Entity Phone	at the time of deal?			Service Date		Explain at Tab D
	Development Name	Location	Ownership Entity	Entity Phone		ment units	Units	Service Date	Date	
1. 2.					Y/N					Y/N
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34. 35.										
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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.

Avonlea Phase 2 4% Organizational Chart





Carmen Romero

As President and CEO, Ms. Romero oversaw the creation of True Ground Housing Partner's current strategic plan for 2023 to 2027, and is responsible for its implementation. She supervised the organization's strategic rebranding initiative, which included changing its name in 2024, highlighting its evolution into a regional provider of affordable housing and resident services. She has also prioritized capacity building to match real estate portfolio growth.

True Ground's portfolio includes \$1 billion in assets and 23 affordable apartment communities in four jurisdictions across the region totaling 2,800+ units, with more than 5,200 individuals and families who call a True Ground apartment home.

Under Ms. Romero's leadership, True Ground has received numerous awards for its innovative contributions to affordable housing, including Affordable Housing Finance's ranking of the Top 50 Affordable Developers of 2023, in addition to the best-inclass credential for its resident services program, The Certified Organization for Resident Engagement and Services (CORES).

Recent real estate milestones include the opening of Ilda's Overlook Senior Residences, True Ground's second project to deliver in Fairfax County, and Unity Homes at Ballston in Arlington County, a mixed-use development created through a partnership with Central United Methodist Church. Ms. Romero also oversees three high-impact projects under construction: 500+ units at The Exchange at Spring Hill Station in Tysons Corner, Riggs Crossing Senior Residences in Washington, D.C., and Marbella in Arlington. Additionally, True Ground was awarded the RFP for Crystal House in Arlington, which will consist of at least 655 affordable units.

In 2021 during her first year as CEO, Ms. Romero supervised two milestone projects: the award-winning Lucille & Bruce Terwilliger Place, in partnership with American Legion Post 139, and a joint venture with E&G Group to develop True Ground's first project in Loudoun County, Loudoun View Senior Residences. Both projects delivered in 2022.

Before she became CEO, Ms. Romero led True Ground's Real Estate Development team for a decade. Under her management, True Ground created and preserved more than 1,800 new affordable housing units in Arlington, Fairfax, Loudoun, and Montgomery counties.

Prior Experience

Prior to joining True Ground in 2011, Ms.
Romero was a Director of Real Estate
Development and public private partnerships
at Clark Construction. She began her career
at Marriott International.

Education

- MBA in Finance,
 Wharton School of Business
- BS in Foreign Service,
 Georgetown University

Affiliations and Recognitions

- 2025 Leadership Greater Washington
- Board of Directors,
 Housing Partnership Network
- Board of Directors,
 Tysons Community Alliance
- Enterprise Community Leadership Council
- Virginia Housing's Minority Business
 Advisory Council and Rental Housing
 Advisory Council
- 2024 Urban Land Institute
 Changemaker Award
- 2023 BisNow's DMV Women Leading



Tab E:

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



June 25, 2025

Virginia Housing Attn: Tax Credit Programs 601 South Belvidere Street Richmond, VA 23220

RE: Avonlea Family
Applicant: Avonlea Family Phase 2 Four LP

Dear Virginia Housing:

In this section (Tab E) of the reservation application of 4% LIHTC, you will find both the tax assessment from Loudoun County for Parcel ID 164481914002 and the Purchase and Sale Agreement from APAH Avonlea Phase 2 LLC to Avonlea Phase 2 Four Limited Partnership.

Please note that the assessment included here covers the land for both the 4% and 9% projects. Per the condo drawings included within this application, the applicant depicts 11% of land attributed to the 4% project and 89% attributed to the 9% project.

Sincerely,

True Ground Housing Partners, Inc.

PURCHASE AGREEMENT

(Avonlea Phase 2 – 4% Project)

THIS PURCHASE AGREEMENT (this "Agreement") is made as of February 10, 2025 (the "Effective Date") by and between APAH AVONLEA PHASE 2 LLC, a Virginia limited liability company ("Seller"), and AVONLEA PHASE 2 FOUR LIMITED PARTNERSHIP, a Virginia limited partnership ("Purchaser").

WHEREAS, Seller owns approximately 3.33 acres of land located in Loudoun County, Virginia, depicted as "Land Unit 2" on Exhibit A attached hereto (the "Seller Property").

WHEREAS, Seller intends to subject the Seller Property to a land condominium regime consisting of two land units, one consisting of approximately 129,225 square feet and one consisting of approximately 15,747 square feet (the latter being the "4% Land Unit").

WHEREAS, Purchaser intends to construct on the 4% Land Unit (the "Land" or the "Real Estate") an affordable housing community consisting of sixty-seven (67) units (the "Improvements").

WHEREAS, Seller desires to sell and Purchaser desires to purchase the Property (defined below) on the terms and conditions hereinafter stated.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser hereby agree as follows:

Description of the Property. The property that is the subject of this
 Agreement is as follows:

1

- (a) The Real Estate;
- (b) All rights, privileges, and easements appurtenant to the Real Estate, including without limitation, all water rights, rights of way, roadways, utility facilities and other appurtenances used or to be used in connection with the beneficial use of the Real Estate; and
- (c) All of Seller's rights in any studies, surveys, reports, government approvals, permits, licenses, engineering plans, site plans, architectural plans, environmental studies, soils reports, books and records, and similar approvals, plans and reports relating to the Property, to the extent assignable by Seller.

All of the property described in (a), (b), and (c) above is hereinafter collectively referred to as the "Property".

- 2. <u>Agreement to Sell and Purchase</u>. Seller agrees to sell and convey and Purchaser agrees to purchase the Property on the terms and conditions herein provided.
- 3. <u>Purchase Price and Terms</u>. Purchaser shall pay to Seller as the purchase price for the Property (the "<u>Purchase Price</u>") Seven Hundred Three Thousand Three Hundred Ninety Five and 00/100 Dollars (\$703,395).
 - 4. Title to the Property; Environmental Assessment.
- (a) At the closing of the transaction contemplated hereunder (the "Closing"), Seller shall convey good and marketable fee simple title to the Property, insurable as such in an amount equal to the Purchase Price by such title company as Purchaser may choose, at regular rates, on a form of owner's policy satisfactory to Purchaser, free and clear of any and all liens and encumbrances except for (i) any lien of real estate taxes not yet due and payable, and (ii) exceptions (other than liens securing the payment of money) set forth in Purchaser's title insurance

commitment for the Property as to which Purchaser has not made any objection as provided hereinafter. The matters described in clauses (i) and (ii) above are hereinafter referred to as "Permitted Encumbrances,"

(b) Seller shall not cause or permit the status of title to, or the environmental condition of, the Property to be modified in any way subsequent to the Effective Date of this Agreement without the prior written consent of Purchaser.

5. Closing.

- (a) Closing shall occur on a date chosen by Purchaser with at least thirty (30) days' prior written notice to Seller; provided, however, that in no event shall the Closing occur after December 31, 2028.
- (b) The parties shall cooperate with each other in good faith in order to conduct the Closing in escrow, whereby Purchaser and Seller shall deliver to the escrow agent chosen by Purchaser (the "Escrow Agent"), at or prior to the time for Closing, all funds and/or instruments required to be delivered by them respectively at the Closing, and shall take all such other actions as shall be required hereunder to be undertaken by them respectively at or prior to the time of Closing.

6. Conveyance; Adjustments.

- (a) The following documents shall be executed and/or delivered by Seller to Purchaser and/or Escrow Agent at Closing:
- (i) A deed in recordable form conveying fee simple title to the Property to Purchaser or its designees or assigns, free and clear of all liens, encumbrances or defects, and as otherwise described in Section 4(a) (excepting the Permitted Encumbrances) (the "Deed");

- (ii) A bill of sale conveying any and all personal property of Seller, if any, located on the Property, with an affidavit that all such personal property is being conveyed to Purchaser free and clear of all liens and encumbrances of any nature;
- (iii) All plans and specifications, architectural drawings and renderings, site plans, record plats, subdivision plats, test borings, engineering studies, surveys, permits, approvals and other information within Seller's possession or control concerning the Property;
- (iv) An assignment of all of Seller's contract rights associated with the Property;
- (v) An affidavit prepared by the title company issuing the title policy to Purchaser for execution by Scller stating under the penalties of perjury that Seller is not a "foreign person" as that term is defined under Section 1445 of the Internal Revenue Code of 1986, as amended;
- (vi) A settlement statement reflecting adjustments pursuant to Section 6(b) and (c) below;
- (vii) A certification dated as of the Closing Date providing that all of Seller's representations and warranties set forth herein are true and correct in all material respects;
- (viii) Such other certificates, agreements and other documents as may be reasonably requested by the title company insuring title to the Property, in order to permit it to issue a title policy reflecting that Purchaser holds good and marketable title to the Property, subject only to the Permitted Encumbrances; and
- (ix) All other documents reasonably necessary or appropriate to effectuate the purposes of this Agreement.

- (b) Purchaser shall bear the cost of all title insurance premiums, title examination and other title company charges, unless this Agreement is terminated because Seller is unable to deliver title to the Property as specified herein, in which event all title company charges will be paid by Seller. Purchaser shall pay the costs of recording any mortgages or deeds of trust on the Property, and Seller shall pay the cost of releasing any existing mortgages, deeds of trust, or other liens or encumbrances. Purchaser shall pay all transfer and recordation taxes and expenses. Purchaser and Seller shall each bear the fees of its respective counsel, advisors, and for any other representation provided to or contracted for by such party in connection with this Agreement.
- (c) Pro rata adjustments on a per diem basis shall be made between Purchaser and Seller as of Closing Date with respect to the following items:
- (i) Real estate taxes, ad valorem taxes, escrows, front foot benefit and any similar charges by governmental authorities or special taxing districts; and
- (ii) All other charges typically prorated between buyers and sellers of commercial real estate in the jurisdiction where the Property is located.
- (d) The risk of loss or damage to the Property by fire or other casualty shall remain on Seller until the Deed is delivered by Seller at Closing. Seller agrees to keep in place adequate public liability insurance until Closing. In the event any portion of the Property is condemned by any governmental authority under its power of eminent domain, or is the subject of any notice of condemnation (a "Condemnation Proceeding"), then, notwithstanding anything to the contrary contained herein, Purchaser may elect to terminate this Agreement, in which event the parties shall have no further liability to each other hereunder. In the event that a Condemnation Proceeding is filed and/or is pending against a portion of, but less than the entire Property (a "Partial Taking"), and such Partial Taking does not, in the reasonable opinion of

Purchaser, materially negatively impact Purchaser's ability to develop the Project, Purchaser may elect (but is not obligated) to proceed to Closing. In such event, the proceeds of the Partial Taking up to the amount of the Purchase Price shall be paid to the Seller and the Purchase Price shall be reduced by the greater of (i) the amount of such proceeds paid to Seller; or (ii) the percentage of the land area taken under the Partial Taking as compared to the total acreage of the Property multiplied by the Purchase Price. Any proceeds from the Partial Taking in excess of the Purchase Price shall be delivered to the Escrow Agent to be held in escrow and shall be paid to Purchaser at Closing or, in the event of a Purchaser Default hereunder, to Seller. Purchaser shall be provided notice by Seller of any Condemnation Proceedings (whether for the entire Property or for a portion of the Property), and Purchaser shall have the right, at its option and expense, to represent Seller in such proceedings. Seller agrees to cooperate with Purchaser to effectuate such Purchaser's rights, including providing notice to the condemning party. In the event of any Condemnation Proceeding, the Closing Date and any other deadlines and expiration dates set forth herein shall be extended by one (1) day for each day that any Condemnation Proceeding is pending.

7. Default.

(a) If Purchaser defaults under this Agreement (subject to any applicable cure period), including, without limitation, Purchaser's failure to make payment at Closing (a "Purchaser Default"), Seller's sole remedy shall be the collection from Purchaser of Ten Thousand Dollars (\$10,000) as full and complete liquidated damages, and neither Purchaser nor Seller shall have any further obligation or liability hereunder. The parties agree that Seller's collection of such liquidated damages shall constitute fair consideration for Seller's loss of the sale of the Property and for having removed the Property from the market during the term of this Agreement. Seller shall

also be entitled to any attorneys' fees and costs reasonably incurred in obtaining payment of the liquidated damages. Without limiting the foregoing, in the event of a Purchaser Default, Seller shall have no right to seek any equitable remedy, including, without limitation, specific performance of this Agreement.

(b) If Seller defaults under this Agreement (subject to any applicable cure period as provided herein) including, without limitation, the breach of any representation, warranty or covenant herein (a "Seller Default"), Purchaser shall be entitled (i) to pursue specific performance, or (ii) to terminate this Agreement, whereupon Seller shall reimburse Purchaser for the costs of all property studies and other expenses incurred by Purchaser (the "Expenses Reimbursement"), which expenses reimbursement shall not exceed \$25,000. Notwithstanding the foregoing, Purchaser shall not have waived its right to, and shall be entitled to exercise any rights and remedies available to Purchaser at law or in equity. Purchaser shall also be entitled to any attorneys' fees and costs reasonably incurred in enforcing its rights under this Agreement.

8. <u>Purchaser's Conditions Precedent to Closing.</u>

- (a) The following conditions shall exist at the time of Closing hereunder, and the obligation of Purchaser to purchase the Property pursuant to the terms of this Agreement shall be conditioned upon and subject to the satisfaction (or waiver in writing by Purchaser) of each such condition:
- (i) The status of title to the Property shall be as required by this Agreement.
- (ii) No part of the Property shall have been acquired, or shall be about to be acquired, by authority of any governmental agency in the exercise of its power of eminent domain or by private purchase in lieu thereof, no portion of the Property shall have been

damaged, and no zoning or similar land use proceeding shall have been instituted, where such acquisition, damage or proceeding would have a material adverse affect on Purchaser's intended development and construction of the Project.

(iii) Seller shall not be in material breach of its representations and warranties as set forth herein and Seller shall have performed and complied in all material respects with all of the covenants and conditions required by this Agreement to be performed or complied with at or prior to Closing.

(iv) Seller shall deliver possession of the Property to Purchaser at Closing, free of all leases, tenancies and occupants.

(v) All written notices of violations of governmental orders or requirements noted or issued by any public authority having jurisdiction, and any action in any court against or affecting the Property, shall have been complied with by Seller, and the Property shall be free and clear thereof.

(vi) The Property abuts and has an unrestricted right of access to a public road, and storm sewer, sanitary sewer, water, gas, electric, telephone and cable television shall be available to the boundaries of the Property in sufficient quantities to serve Purchaser's intended development of the Property and at a cost reasonably acceptable to Purchaser.

(b) If any of the foregoing conditions are not fully satisfied as of the Closing Date, Purchaser shall have the option: (i) to waive such condition precedent and proceed to Closing, or (ii) to terminate this Agreement, and the parties shall be relieved of all further obligation and/or liability hereunder. In the event the failure to fully satisfy any of the foregoing conditions also constitutes a Seller Default, then Purchaser shall also have all rights triggered by a Seller Default as described herein.

8

9. Seller's Conditions Precedent to Closing.

(a) The following conditions shall exist at the time of Closing hereunder, and the obligation of Seller to sell the Property pursuant to the terms of this Agreement shall be conditioned upon and subject to the satisfaction (or waiver in writing by Seller) of each such condition:

(i) Purchaser shall not be in material breach of its representations and warranties as set forth herein and Purchaser shall have performed and complied in all material respects with all of the covenants and conditions required by this Agreement to be performed or complied with at or prior to Closing.

(ii) Purchaser has delivered the Purchase Price to the Escrow Agent.

(b) If any of the foregoing conditions are not fully satisfied as of the Closing Date, Seller shall have the option: (i) to waive such condition precedent and proceed to Closing, or (ii) to terminate this Agreement, and the parties shall be relieved of all further obligation and/or liability hereunder. In the event the failure to fully satisfy any of the foregoing conditions also constitutes a Purchaser Default, then Seller shall also have all rights triggered by a Purchaser Default as described herein.

10. Representations; Warranties; Covenants.

- (a) Seller hereby warrants, represents and/or covenants, as applicable, to Purchaser as of the date hereof and as of the Closing Date:
- (i) Seller at Closing will hold good, marketable indefeasible fee simple title to the Property, subject only to the Permitted Encumbrances.
- (ii) Seller is a limited liability company, validly existing in good standing under the laws of the Commonwealth of Virginia, and Seller has the right, power and

authority to enter into this Agreement and to sell the Property in accordance with the terms and conditions of this Agreement; at Closing, no other party will have any ownership or other interest in the Property or rights to consent to the terms of this Agreement.

(iii) Neither Seller nor any related entity has, nor will while this Agreement is in effect, (A) enter into any other option or contract of sale or execute any deeds, leases, declarations, preferences, conditions, restrictions, zoning proffers, covenants, easements, or rights-of-way materially adversely affecting the Property or (B) otherwise convey or encumber, or permit any lien or encumbrance upon (other than the Permitted Encumbrances) the Property or any interest therein without the prior written consent of Purchaser.

(iv) There is no litigation or proceeding of any type pending, or to the knowledge of Seller, threatened against or relating to the Property or to Seller's ability to sell the Property at law or in equity before any federal, state, municipal or local government authority, department, commission, board, bureau, agency, or instrumentality thereof. To Seller's knowledge, Seller has complied with all laws, ordinances, regulations and orders applicable to the Property. Seller has not received any notice that Seller is in violation of any building, zoning, health or other ordinances, resolutions, statutes or regulations of any government, government agencies, or insurance underwriter, with respect to the use, occupation, maintenance, condition or operation of the Property which has not been cured.

(v) Seller is not a "foreign person" under Section 1445 of the Internal Revenue Code of 1986, as amended and will make an affidavit of this fact at time of Closing.

(vi) At Closing, all notices of violations of governmental orders or requirements noted or issued by any public authority having jurisdiction, and any action in any

court against or affecting the Property, shall have been complied with by Seller and the Property shall be free and clear thereof.

(vii) No petition in bankruptcy (voluntary or involuntary) or for the appointment of a receiver or trustee has been filed by or against Seller, or is contemplated by Seller.

(viii) Seller has no knowledge of any actual, pending, or threatened designation of any portion of the Property as a historic landmark or archeological district, site or structure; Seller has no knowledge of any graveyard lying within the Property.

(ix) This Agreement has been duly authorized, executed and delivered by Seller, and constitutes the legal, valid and binding obligations of Seller, and all other documents executed by Seller which are to be delivered to Purchaser at Closing are, or at the time of Closing, will be duly authorized, executed, and delivered by Seller, and constitute the legal, valid, and binding obligations of Seller.

(x) The execution and performance of this Agreement will not violate any law, rule, regulation, court order, contract, agreement, commitment or obligation by which either the Property or Seller is a party or is bound.

(xi) No assessments by any governmental agency or authority are pending, noted or levied against all or any portion of the Property that remain unpaid, except for real property taxes not yet due and payable.

(xii) All bills for mechanics' liens, tax liens, chattel liens or for services performed or materials or labor provided in connection with work or improvements affecting the Property have been or will be paid in the ordinary course of business, and in all events prior to Closing. Seller shall certify the same to the title insurance company insuring Purchaser's

title to the Property, if required. In the event any claim is made by any party for payment of sums due for the furnishing of labor and/or materials for the Property for the benefit of Seller prior to or subsequent to the Effective Date of this Agreement, but prior to Closing, such sums shall be paid by Seller on or before the Closing Date. In the event any lien is filed against the Property subsequent to the Closing Date as a result of the furnishing of such labor and/or materials for the benefit of Seller, Seller shall expeditiously pay said claim or discharge said lien or obtain a full and complete release thereof, or provide a sufficient surety bond or other security to protect Purchaser while any such claim is being defended or challenged by Seller.

(xiii) The Property is vacant and there are no leases, tenancies or occupancy agreements affecting all or any portion of the Property, and no party other than Seller has any right or claim to possession of all or any portion of the Property.

(xiv) At Closing, there will be no management, service, maintenance, employment or other contracts binding on or affecting the Property.

(xv) Seller is not in default under any mortgage or deed of trust encumbering the Property.

No representation, warranty or covenant by Seller in this Agreement contains or will contain any untrue statement of a material fact, or omits or will omit to state a material fact necessary to make the statements therein not misleading. The representations and warranties made herein shall be true and correct at the time of Closing, and all exhibits attached hereto are fully accurate, true and complete to the best of Seller's knowledge and belief. If Seller obtains knowledge that any of its representations and warranties set forth in this Section are untrue or become untrue or incorrect in any respect, Seller shall promptly notify Purchaser in writing of the same and Seller shall take all actions required to cure the same.

- (b) Purchaser hereby warrants and represents to Seller as follows:
- (i) Purchaser is a limited partnership duly organized and validly existing in good standing under the laws of the Commonwealth of Virginia and has the right, power and authority to enter into this Agreement and to purchase the Property in accordance with the terms and conditions hereof; no other party has rights to consent to the terms of this Agreement.
- (ii) This Agreement has been duly authorized, executed and delivered by Purchaser, and constitutes the legal, valid and binding obligations of Purchaser, and all other documents executed by Purchaser which are to be delivered to Seller at Closing are, or at the time of Closing, will be duly authorized, executed, and delivered by Purchaser, and constitute the legal, valid, and binding obligations of Purchaser.
- (iii) There is no litigation or proceeding of any type pending, or to the knowledge of Purchaser, threatened against or relating to the Property or to Purchaser's ability to purchase the Property.
- (iv) No petition in bankruptcy (voluntary or involuntary) or for the appointment of a receiver or trustee has been filed by or against Purchaser, or is contemplated by Purchaser.
- (v) The execution and performance of this Agreement will not violate any law, rule, regulation, court order, contract, agreement, commitment or obligation by which Purchaser is bound.
- 11. <u>Government Applications</u>. Purchaser shall have the right to make application to, and make such agreements with, federal, state, local and private agencies as are necessary to obtain such approvals, permits, financing, subdivisions, zoning changes, and other assistance as may be necessary to develop, own and operate the Property. Seller shall cooperate

with Purchaser in Purchaser's efforts to obtain all governmental approvals for Purchaser's development of the Property, including, without limitation, zoning approvals and debt and equity financing commitments, and, in that regard, Seller shall execute, from time to time, in each case within seven (7) business days after receipt from Purchaser, all applications, plats, filings and other documents related to the project approvals for which Seller's signature is required, at no cost or expense to Seller, except for any attorneys' fees which Seller may incur for Seller's counsel's review of such documents.

- 12. <u>Brokerage</u>. Purchaser and Seller each represent and warrant to the other that no agent, broker or finder has acted for it in connection with this Agreement and the sale of the Property. Each party (a "Brokerage Indemnitor") agrees to defend, protect, hold harmless and indemnify the other party (a "Brokerage Indemnitee") from and against any and all claims, liabilities, demands, suits, damages, causes of action, judgments, verdicts, liens, costs and expenses (including reasonable attorneys' fees) and all other losses arising from any claim against a Brokerage Indemnitee by any broker, agent, salesperson or other representative for any fees or commissions arising by reason of any action on the part of a Brokerage Indemnitor.
- 13. Notice and Cure. In the event either party fails to perform any of its obligations under this Agreement, the non-defaulting party shall give the defaulting party written notice of such default. The defaulting party shall have five (5) business days after receipt of such notice to cure such default if the default involves the payment of money, and twenty (20) business days to cure any other default before the non-defaulting party may enforce any of its rights hereunder. If the cure for a non-monetary default reasonably takes more than twenty (20) days, and good faith efforts are being applied by the defaulting party to cure the default, the time to cure such

default shall be extended to reasonably allow the defaulting party to cure the default, limited to a maximum of sixty (60) days.

14. <u>Enforcement</u>. In the event either party hereto fails to perform any of its obligations under this Agreement or in the event a dispute arises concerning the meaning of interpretation of any provision of this Agreement, the defaulting party or the party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorneys' fees.

15. <u>Further Assurances</u>. Seller and Purchaser agree to execute such additional documents and to furnish such additional data as may be reasonably necessary to consummate the transactions provided for in this Agreement.

16. <u>Notices</u>. All notices hereunder shall be in writing and shall be delivered by hand, by certified mail, return receipt requested, by telecopy, or by a nationally recognized overnight courier as follows:

If to Seller: APAH Avonlea Phase 2 LLC

4318 N. Carlin Springs Road Arlington, Virginia 22203

If to Purchaser: Avonlea Phase 2 Four Limited Partnership

4318 N. Carlin Springs Road Arlington, Virginia 22203

Any such notice shall be considered given on the date of hand or courier delivery, three (3) business days after deposit in the United States Mail, or one (1) business day after deposit with a nationally recognized overnight delivery service. Rejection or other refusal to accept or inability to deliver because of a changed address of which no notice was given shall be deemed receipt of the notice. For purposes of this Agreement, Seller's and Purchaser's counsel may provide

and receive notice on behalf of Seller and Purchaser, respectively, and such notice shall be binding on the recipient as if such notice has been provided directly by and to Seller and Purchaser, as the case may be. Each party shall have the right to designate a new address by notifying the other party in writing.

- 17. <u>Assignment</u>. This Agreement may be assigned by Purchaser without Seller's prior written consent.
- 18. Confidentiality. Any information provided (whether oral or written) by any party to the other shall be treated as confidential by the other and shall not be disclosed by such party, its agents, representatives, employees, legal or financial advisors, in any manner other than to lenders, partners, consultants etc., whose work, advice or consents or approvals would be necessary to carry out the contemplated transaction, or whose financial interests would be affected by the transaction. Notwithstanding the foregoing, the party receiving the same may disclose the same to its employees involved in the due diligence and/or negotiation of the transaction, as well as its financial and legal advisors, who shall be bound by the terms of this Section as if they had signed a copy of this Agreement. It is further understood and agreed that it is necessary that this transaction (and all of the terms of this Agreement, and of any other agreements to be entered into relating to this Agreement, as well as the negotiations related hereto and thereto) be kept confidential, and that no publicity or information relating to the same be issued or leaked to the press or any other parties whatsoever until all parties agree as to exactly what is going to be stated and when, or unless otherwise required to be disclosed by law or regulation. The provisions of this Section shall survive the termination of the Agreement.

19. Miscellaneous Provisions.

- hereto and is intended to be an integration of all prior or contemporaneous agreements, conditions or undertakings between the parties hereto; there are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, express or implied, between and among the parties hereto other than as herein set forth. No change or modification of this Agreement shall be valid unless the same is in writing and signed by Seller and Purchaser.
- (b) Wherever herein reference is made to "days", the same shall mean "calendar days". Wherever in this Agreement a time period shall end on a day, which is a Saturday, Sunday, or legal holiday, said time period shall automatically extend to the next date which is not a Saturday, Sunday, or legal holiday.
- (c) This Agreement and all of the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective estates, legal representatives, successors and assigns.
- (d) This Agreement shall not be recorded in any manner or form by Seller or Purchaser.
- (e) This Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Virginia (without regard to principles of conflicts of law).
- (f) The parties acknowledge that this Agreement is the result of substantial negotiation between the parties. The parties further acknowledge and agree that each party and its legal counsel have reviewed, revised, and contributed to this Agreement, such that the

normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be utilized in the interpretation of this Agreement.

(g) This Agreement and any amendments thereto may be signed in

various counterparts, which together shall constitute one and the same instrument. To facilitate

execution of this Agreement and any amendments thereto, the parties may execute and exchange

by electronic transmissions copies of this Agreement and any amendments thereto, and all such

copies shall be deemed to be originals.

Signature Page Follows

18

IN WITNESS WHEREOF, and intending to be legally bound, the undersigned parties have duly executed this Purchase Agreement under seal on the dates indicated below their respective signatures.

PURCHASER:

AVONLEA PHASE 2 FOUR LIMITED PARTNERSHIP, a Virginia limited partnership

By: Avonlea Phase 2 Joint Venture Four LLC, a Virginia limited liability company, its general partner

By: Avonlea Phase 2 Four Development LLC, a Virginia limited liability company, its managing member

By: True Ground Housing Partners, Inc., a Virginia nonstock corporation, its sole member

Carmen Romero
President

SELLER:

APAH AVONLEA PHASE 2 LLC, a Virginia limited liability company

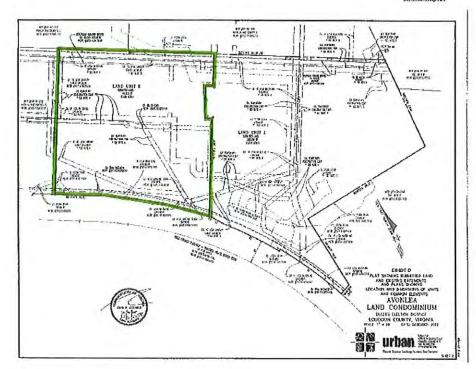
By: True Ground Housing Partners, Inc.. a Virginia nonstock corporation, its sole member

By: Carmen Romero

President

EXHIBIT A SELLER PROPERTY

[Attached]



2/11/25, 11:59 AM Loudoun County

PARID: 164481914002 APAH AVONLEA PHASE 2 LLC

A PHASE 211 C

N/A

2025 Values

Fair Market Land	\$5,145,000
Fair Market Building	\$0
Prorated Bldg	\$0
Effective Date	
Fair Market Total	\$5,145,000
Land Use Value	\$0
Total Taxable Value	\$5,145,000
*Deferred Land Use Value	\$0
Tax Exempt Code	TAXABLE
Tax Exempt Land	\$0
Tax Exempt Building	\$0
Tax Exempt Total	\$0
Revitalized Real Estate	
Solar Exemption	
·	

2024 Values

Process Type	FM Land	FM Building Effective Date	Supp/(Exon)	FM Total	LU Deferred	Taxable Value
Notice	\$4,410,000			\$4,410,000		\$4,410,000
Landbook	\$4,410,000			\$4,410,000		\$4,410,000

2023 Values

Process Type	FM Land	FM Building Effective Date	Supp/(Exon)	FM Total	LU Deferred	Taxable Value
Notice	\$4,410,000			\$4,410,000		\$4,410,000
Landbook	\$4,410,000			\$4,410,000		\$4,410,000

Note

FM (Fair Market) = All land/buildings if 100% complete as of January 1.

Prorated value = The building value added as of the effective date for any new construction.

Taxable value = For details select Tax History / Payment.

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).

If the plans and specifications do not include requirements to meet the QAP baseline energy performance, those requirements still must be met, even though the application is accepted for credits.

***Please note that this may make the Application 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.

in addition, provide HERS rating documenta	ation as specified in the manual.	
		Rater understands that before issuance of IRS /irginia Housing.
Or, it must provide evidence of a HE	increase over existing, based on HERS inde ERS Index of 80 or lower. The rater unders with energy performance certification.	ex. stands that before IRS Form 8609 is issued, the
I I	dence of a HERS index of 95 or lower. The nia Housing with energy performance cer	rater understands that before IRS Form 8609 is tification.
Additional Optional Certification I certify that the development's plans and spaccredited verifier of said certification. If the requirements must still be met, even though Form 8609, the applicant will obtain and pro	plans and specifications do not include re the application is accepted for credits. Ra	equirements to obtain the certification, those
Earthcraft Certification - The develor certification or higher.	opment's design meets the criteria to obta	ain Earthcraft Multifamily program gold
LEED Certification - The developme certification.	nt's design meets the criteria for the U.S.	Green Building Council LEED green building
National Green Building Standard (higher standards to obtain certificat		the criteria for meeting the NGBS Silver or
·	ne development's design meets the requir opment's construction type to obtain cert	-
Please Note Ra	iters must have completed 500+ ratings t	o certify this form
Brian Stanfill Residence Stanfill Brian Stan	[®] _/ Brian Stanfill	6/26/25
RESNET Rater Signature	Printed Name	Date
MaGrann Associates	Brian Stant	fill
RESNET Provider Agency	Provider Contact Name	
Digitally signed by Brian Stanfill Brian Stanfill Stanfill Digitally signed by Brian Stanfill Displaymenton, On-Undergran Associates, E-brianstanfillig Brian Stanfill Displaymenton, On-Undergrand Associates, E-brianstanfillig Displaymenton, On-Undergrand Associates, On-Undergrand Associates, On-Und	brianstanfill@magra	ann.com (856) 308-8158
Contact Signature		Phone

Projected Report Based on Plans Rating Date: Registry ID:

Ekotrope ID: 2lmj4yJL



HERS® Index Score:

47

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

\$878
*Relative to an average U.S. home

Home: 1BR Middle Inner 1A Chantilly, VA 20152

Builder: Grimm & Parker Architects

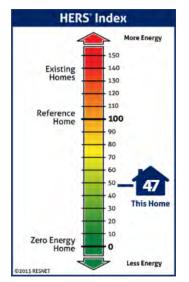
Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	3.2	\$117
Cooling	0.7	\$28
Hot Water	1.1	\$40
Lights/Appliances	10.7	\$396
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
Total:	15.7	\$671

This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.2 ENERGY STAR MF v1.1 ENERGY STAR MF v1.0

Home Feature Summary:



Home Type: Apartment, inside unit
Model: 1BR Middle Inner 1A

Community: Avonlea II

Conditioned Floor Area: 750 ft²

Number of Bedrooms: 1

Primary Heating System: Air Source Heat Pump • Electric • 10.2 HSPF
Primary Cooling System: Air Source Heat Pump • Electric • 19 SEER

Primary Water Heating: Residential Water Heater • Electric • 3.83 Energy Factor 0.3 CFM50 / s.f. Shell Area (Adjusted Infiltration: 0.58

ACH50)

Ventilation: 40 CFM • 44 Watts • Supply Only Duct Leakage to Outside: 40 CFM @ 25Pa (5.33 / 100 ft²)

Above Grade Walls: R-30

Ceiling: Adiabatic, R-0

Window Type: U-Value: 0.25, SHGC: 0.23

Foundation Walls: N/A Framed Floor: R-0

Rating Completed by:

Energy Rater: Kerren Matthews

RESNET ID:

Rating Company: MaGrann Associates 701 E Gate Drive Mt Laurel, NJ 08054

Rating Provider: MaGrann Associates 701 E Gate Drive Mt Laurel, NJ 08054





Zero Energy Ready Home Program **Certified Home**

SPECIFICATION Multifamily Version 2



ADDRESS

1BR Middle Inner 1A, Chantilly, VA 20152

CERTIFICATION ID NUMBER

BUILDER OR DEVELOPER OF RECORD

Grimm & Parker Architects

ENERGY RATING COMPANY

MaGrann Associates

CERTIFIED UNDER DOE-RECOGNIZED HCO FOR ZERH

RESNET

SOFTWARE USED TO CALCULATE ENERGY RATING INDEX (ERI) SCORE

Ekotrope RATER - Version 4.2.2.3658

UNIT'S ERI SCORE

(WITHOUT ONSITE POWER PRODUCTION)

UNIT'S ERI SCORE

(INCLUDING ONSITE POWER PRODUCTION)

ZERH TARGET ERI SCORE

SCORES

47

N/A

47

ZERH PARTNER ID

RATER OF RECORD

Kerren Matthews

DATE UNIT CERTIFIED

Projected Report Based on Plans Rating Date: Registry ID:

Ekotrope ID: dBMp18PL



HERS® Index Score:

47

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

\$873

*Relative to an average U.S. home

Home:

1BR Middle Inner 1C-HC Chantilly, VA 20152

Builder:Grimm & Parker Architects

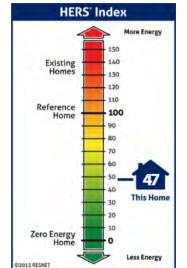
Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	3.2	\$118
Cooling	0.6	\$23
Hot Water	1.1	\$42
Lights/Appliances	10.8	\$402
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
Total:	15.8	\$676

This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.2 ENERGY STAR MF v1.1 ENERGY STAR MF v1.0

Home Feature Summary:



Home Type: Apartment, inside unit

Model: 1BR Middle Inner 1C-HC

Community: Avonlea II
Conditioned Floor Area: 750 ft²
Number of Bedrooms: 1

Primary Heating System: Air Source Heat Pump • Electric • 10.2 HSPF
Primary Cooling System: Air Source Heat Pump • Electric • 19 SEER

Primary Water Heating: Residential Water Heater • Electric • 3.83 Energy Factor 0.3 CFM50 / s.f. Shell Area (Adjusted Infiltration: 0.58

ACH50)

Ventilation: 40 CFM • 44 Watts • Supply Only Duct Leakage to Outside: 40 CFM @ 25Pa (5.33 / 100 ft²)

Above Grade Walls: R-30

Ceiling: Adiabatic, R-0

Window Type: U-Value: 0.25, SHGC: 0.23

Foundation Walls: N/A Framed Floor: R-0

Rating Completed by:

Energy Rater: Kerren Matthews

RESNET ID:

Rating Company: MaGrann Associates 701 E Gate Drive Mt Laurel, NJ 08054

Rating Provider: MaGrann Associates 701 E Gate Drive Mt Laurel, NJ 08054





Zero Energy Ready Home Program Certified Home

SPECIFICATION Multifamily Version 2



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1BR Middle Inner 1C-HC, Chantilly, VA 20152

CERTIFICATION ID NUMBER

BUILDER OR DEVELOPER OF RECORD

Grimm & Parker Architects

ENERGY RATING COMPANY

MaGrann Associates

CERTIFIED UNDER DOE-RECOGNIZED HCO FOR ZERH

RESNET

SOFTWARE USED TO CALCULATE ENERGY RATING INDEX (ERI) SCORE

Ekotrope RATER - Version 4.2.2.3658

UNIT'S ERI SCORE

(WITHOUT ONSITE POWER PRODUCTION)

UNIT'S ERI SCORE

(INCLUDING ONSITE POWER PRODUCTION)

ZERH TARGET ERI SCORE

SCORES

47

N/A

47

ZERH PARTNER ID

RATER OF RECORD

Kerren Matthews

DATE UNIT CERTIFIED

Projected Report Based on Plans

Rating Date: Registry ID:

Ekotrope ID: vjjJMkVv



HERS® Index Score:

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

*Relative to an average U.S. home

Home:

1BR Middle Inner 1D Chantilly, VA 20152

Builder:

Grimm & Parker Architects

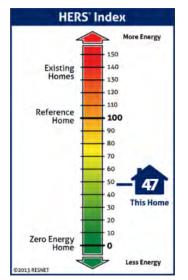
Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	3.2	\$118
Cooling	0.6	\$23
Hot Water	1.1	\$42
Lights/Appliances	10.8	\$402
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
Total:	15.8	\$676

This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.2 **ENERGY STAR MF v1.1** ENERGY STAR MF v1.0

Home Feature Summary:



Home Type: Apartment, inside unit 1BR Middle Inner 1D Model:

Avonlea II Community: 750 ft² Conditioned Floor Area: Number of Bedrooms:

Primary Heating System: Air Source Heat Pump • Electric • 10.2 HSPF Primary Cooling System: Air Source Heat Pump • Electric • 19 SEER

Primary Water Heating: Residential Water Heater • Electric • 3.83 Energy Factor 0.3 CFM50 / s.f. Shell Area (Adjusted Infiltration: 0.58

House Tightness: ACH50)

Ventilation: 40 CFM • 44 Watts • Supply Only Duct Leakage to Outside: 40 CFM @ 25Pa (5.33 / 100 ft2)

Above Grade Walls: R-30

> Ceiling: Adiabatic, R-0

Window Type: U-Value: 0.25, SHGC: 0.23

Foundation Walls: N/A Framed Floor: R-0

Rating Completed by:

Energy Rater: Kerren Matthews

RESNET ID:

Rating Company: MaGrann Associates 701 E Gate Drive Mt Laurel, NJ 08054

Rating Provider: MaGrann Associates 701 E Gate Drive Mt Laurel, NJ 08054





Zero Energy Ready Home Program **Certified Home**

SPECIFICATION Multifamily Version 2



ADDRESS

1BR Middle Inner 1D, Chantilly, VA 20152

CERTIFICATION ID NUMBER

BUILDER OR DEVELOPER OF RECORD

Grimm & Parker Architects

ENERGY RATING COMPANY

MaGrann Associates

CERTIFIED UNDER DOE-RECOGNIZED HCO FOR ZERH

RESNET

SOFTWARE USED TO CALCULATE ENERGY RATING INDEX (ERI) SCORE

Ekotrope RATER - Version 4.2.2.3658

UNIT'S ERI SCORE

(WITHOUT ONSITE POWER PRODUCTION)

UNIT'S ERI SCORE

(INCLUDING ONSITE POWER PRODUCTION)

ZERH TARGET ERI SCORE

SCORES

47

N/A

47

ZERH PARTNER ID

RATER OF RECORD

Kerren Matthews

DATE UNIT CERTIFIED

Projected Report Based on Plans

Rating Date: Registry ID:

Ekotrope ID: vobl97xd



HERS® Index Score:

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

*Relative to an average U.S. home

Home:

1BR Over Garage Inner 1A Chantilly, VA 20152

Builder: Grimm & Parker Architects

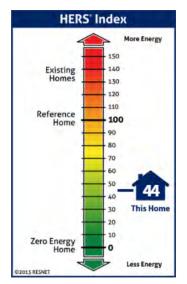
Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	3.6	\$132
Cooling	0.6	\$22
Hot Water	1.1	\$40
Lights/Appliances	10.8	\$402
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
Total:	16.1	\$687

This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.2 **ENERGY STAR MF v1.1** ENERGY STAR MF v1.0

Home Feature Summary:



Home Type: Apartment, inside unit Model: 1BR Over Garage Inner 1A

Avonlea II Community: 750 ft² Conditioned Floor Area: Number of Bedrooms:

Primary Heating System: Air Source Heat Pump • Electric • 10.2 HSPF2 Primary Cooling System: Air Source Heat Pump • Electric • 19 SEER2

Primary Water Heating: Residential Water Heater • Electric • 3.83 Energy Factor 0.3 CFM50 / s.f. Shell Area (Adjusted Infiltration: 0.58

House Tightness: ACH50)

Ventilation: 40 CFM • 44 Watts • Supply Only Duct Leakage to Outside: 40 CFM @ 25Pa (5.33 / 100 ft2)

Above Grade Walls: R-30

> Ceiling: Adiabatic, R-0

Window Type: U-Value: 0.25, SHGC: 0.23

Foundation Walls: N/A Framed Floor: R-40

Rating Completed by:

Energy Rater: Kerren Matthews

RESNET ID:

Rating Company: MaGrann Associates 701 E Gate Drive Mt Laurel, NJ 08054

Rating Provider: MaGrann Associates 701 E Gate Drive Mt Laurel, NJ 08054





Zero Energy Ready Home Program **Certified Home**

SPECIFICATION Multifamily Version 2



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1BR Over Garage Inner 1A, Chantilly, VA 20152

CERTIFICATION ID NUMBER

BUILDER OR DEVELOPER OF RECORD

Grimm & Parker Architects

ENERGY RATING COMPANY

MaGrann Associates

CERTIFIED UNDER DOE-RECOGNIZED HCO FOR ZERH

RESNET

SOFTWARE USED TO CALCULATE ENERGY RATING INDEX (ERI) SCORE

44

Ekotrope RATER - Version 4.2.2.3658

UNIT'S ERI SCORE

(WITHOUT ONSITE POWER PRODUCTION)

UNIT'S ERI SCORE

(INCLUDING ONSITE POWER PRODUCTION)

48

ZERH TARGET ERI SCORE

ZERH PARTNER ID

RATER OF RECORD

Kerren Matthews

DATE UNIT CERTIFIED

1234

N/A

SCORES

Projected Report Based on Plans

Rating Date: Registry ID:

Ekotrope ID: vobPOMXd



HERS® Index Score:

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

*Relative to an average U.S. home

Home:

1BR Over Garage Inner 1C-HC Chantilly, VA 20152

Builder:

Grimm & Parker Architects

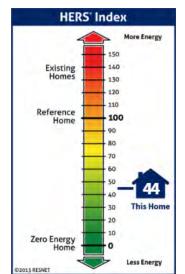
Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	3.6	\$133
Cooling	0.6	\$22
Hot Water	1.1	\$42
Lights/Appliances	10.8	\$402
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
Total:	16.2	\$690

This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.2 **ENERGY STAR MF v1.1** ENERGY STAR MF v1.0

Home Feature Summary:



Home Type: Apartment, inside unit 1BR Over Garage Inner 1C-HC

Avonlea II Community: 750 ft² Conditioned Floor Area: Number of Bedrooms:

Primary Heating System: Air Source Heat Pump • Electric • 10.2 HSPF2 Primary Cooling System: Air Source Heat Pump • Electric • 19 SEER2

Primary Water Heating: Residential Water Heater • Electric • 3.83 Energy Factor 0.3 CFM50 / s.f. Shell Area (Adjusted Infiltration: 0.58 House Tightness:

ACH50)

Ventilation: 40 CFM • 44 Watts • Supply Only Duct Leakage to Outside: 40 CFM @ 25Pa (5.33 / 100 ft2)

Above Grade Walls: R-30

> Ceiling: Adiabatic, R-0

Window Type: U-Value: 0.25, SHGC: 0.23

Foundation Walls: N/A Framed Floor: R-40

Rating Completed by:

Energy Rater: Kerren Matthews

RESNET ID:

Rating Company: MaGrann Associates 701 E Gate Drive Mt Laurel, NJ 08054

Rating Provider: MaGrann Associates 701 E Gate Drive Mt Laurel, NJ 08054





Zero Energy Ready Home Program **Certified Home**

SPECIFICATION Multifamily Version 2



ADDRESS

1BR Over Garage Inner 1C-HC, Chantilly, VA 20152

CERTIFICATION ID NUMBER

BUILDER OR DEVELOPER OF RECORD

Grimm & Parker Architects

ENERGY RATING COMPANY

MaGrann Associates

CERTIFIED UNDER DOE-RECOGNIZED HCO FOR ZERH

RESNET

SOFTWARE USED TO CALCULATE ENERGY RATING INDEX (ERI) SCORE

Ekotrope RATER - Version 4.2.2.3658

UNIT'S ERI SCORE

(WITHOUT ONSITE POWER PRODUCTION)

UNIT'S ERI SCORE

(INCLUDING ONSITE POWER PRODUCTION)

ZERH TARGET ERI SCORE

SCORES

44

N/A

48

ZERH PARTNER ID

RATER OF RECORD

Kerren Matthews

DATE UNIT CERTIFIED

Projected Report Based on Plans

Rating Date: Registry ID:

Ekotrope ID: dxm8jYRv



HERS® Index Score:

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

*Relative to an average U.S. home

Home:

1BR Over Garage Inner 1D Chantilly, VA 20152

Builder: Grimm & Parker Architects

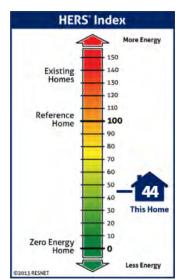
Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	3.6	\$133
Cooling	0.6	\$22
Hot Water	1.1	\$42
Lights/Appliances	10.8	\$402
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
Total:	16.2	\$690

This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.2 **ENERGY STAR MF v1.1** ENERGY STAR MF v1.0

Home Feature Summary:



Home Type: Apartment, inside unit Model: 1BR Over Garage Inner 1D

Avonlea II Community: 750 ft² Conditioned Floor Area: Number of Bedrooms:

Primary Heating System: Air Source Heat Pump • Electric • 10.2 HSPF2 Primary Cooling System: Air Source Heat Pump • Electric • 19 SEER2

Primary Water Heating: Residential Water Heater • Electric • 3.83 Energy Factor 0.3 CFM50 / s.f. Shell Area (Adjusted Infiltration: 0.58 House Tightness:

ACH50)

Ventilation: 40 CFM • 44 Watts • Supply Only Duct Leakage to Outside: 40 CFM @ 25Pa (5.33 / 100 ft2)

Above Grade Walls: R-30

> Ceiling: Adiabatic, R-0

Window Type: U-Value: 0.25, SHGC: 0.23

Foundation Walls: N/A Framed Floor: R-40

Rating Completed by:

Energy Rater: Kerren Matthews

RESNET ID:

Rating Company: MaGrann Associates 701 E Gate Drive Mt Laurel, NJ 08054

Rating Provider: MaGrann Associates 701 E Gate Drive Mt Laurel, NJ 08054





Zero Energy Ready Home Program **Certified Home**

SPECIFICATION Multifamily Version 2



ADDRESS

1BR Over Garage Inner 1D, Chantilly, VA 20152

CERTIFICATION ID NUMBER

BUILDER OR DEVELOPER OF RECORD

Grimm & Parker Architects

ENERGY RATING COMPANY

MaGrann Associates

CERTIFIED UNDER DOE-RECOGNIZED HCO FOR ZERH

RESNET

SOFTWARE USED TO CALCULATE ENERGY RATING INDEX (ERI) SCORE

Ekotrope RATER - Version 4.2.2.3658

UNIT'S ERI SCORE

(WITHOUT ONSITE POWER PRODUCTION)

UNIT'S ERI SCORE

(INCLUDING ONSITE POWER PRODUCTION)

ZERH TARGET ERI SCORE

SCORES

44

N/A

48

ZERH PARTNER ID

RATER OF RECORD

Kerren Matthews

DATE UNIT CERTIFIED

Projected Report Based on Plans Rating Date: Registry ID:

Ekotrope ID: 26rAwNV2



HERS® Index Score:

46

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

\$922

*Relative to an average U.S. home

Home:

1BR Upper Inner 1A Chantilly, VA 20152

Builder:

Grimm & Parker Architects

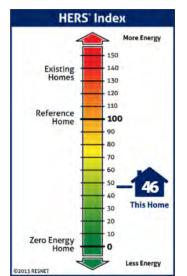
Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	3.2	\$119
Cooling	0.8	\$30
Hot Water	1.1	\$40
Lights/Appliances	10.8	\$402
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
Total:	16.0	\$682

This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.2 ENERGY STAR MF v1.1 ENERGY STAR MF v1.0

Home Feature Summary:



Home Type: Apartment, inside unit Model: 1BR Upper Inner 1A

Community: Avonlea II
Conditioned Floor Area: 750 ft²
Number of Bedrooms: 1

Primary Heating System: Air Source Heat Pump • Electric • 10.2 HSPF2
Primary Cooling System: Air Source Heat Pump • Electric • 19 SEER2

Primary Water Heating: Residential Water Heater • Electric • 3.83 Energy Factor 0.3 CFM50 / s.f. Shell Area (Adjusted Infiltration: 2.55

House Tightness: ACH50)

Ventilation: 40 CFM • 44 Watts • Supply Only
Duct Leakage to Outside: 40 CFM @ 25Pa (5.33 / 100 ft²)

Above Grade Walls: R-30

Ceiling: Vaulted Roof, R-85
Window Type: U-Value: 0.25, SHGC: 0.23

Foundation Walls: N/A Framed Floor: R-0

Rating Completed by:

Energy Rater: Kerren Matthews

RESNET ID:

Rating Company: MaGrann Associates 701 E Gate Drive Mt Laurel, NJ 08054

Rating Provider: MaGrann Associates 701 E Gate Drive Mt Laurel, NJ 08054





Zero Energy Ready Home Program **Certified Home**

SPECIFICATION Multifamily Version 2



ADDRESS

1BR Upper Inner 1A, Chantilly, VA 20152

CERTIFICATION ID NUMBER

BUILDER OR DEVELOPER OF RECORD

Grimm & Parker Architects

ENERGY RATING COMPANY

MaGrann Associates

CERTIFIED UNDER DOE-RECOGNIZED HCO FOR ZERH

RESNET

SOFTWARE USED TO CALCULATE ENERGY RATING INDEX (ERI) SCORE

Ekotrope RATER - Version 4.2.2.3658

UNIT'S ERI SCORE

(WITHOUT ONSITE POWER PRODUCTION)

UNIT'S ERI SCORE

(INCLUDING ONSITE POWER PRODUCTION)

ZERH TARGET ERI SCORE

SCORES

46

N/A

48

ZERH PARTNER ID

RATER OF RECORD

Kerren Matthews

DATE UNIT CERTIFIED

Projected Report Based on Plans Rating Date: Registry ID:

Ekotrope ID: 2lmlJJJL



HERS® Index Score:

46

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

\$922

*Relative to an average U.S. home

Home:

1BR Upper Inner 1C-HC Chantilly, VA 20152

Builder:

Grimm & Parker Architects

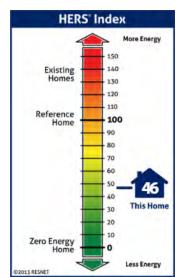
Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	3.3	\$122
Cooling	0.7	\$26
Hot Water	1.1	\$42
Lights/Appliances	10.8	\$402
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
Total:	16.0	\$682

This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.2 ENERGY STAR MF v1.1 ENERGY STAR MF v1.0

Home Feature Summary:



Home Type: Apartment, inside unit
Model: 1BR Upper Inner 1C-HC

Community: Avonlea II
Conditioned Floor Area: 750 ft²
Number of Bedrooms: 1

Primary Heating System: Air Source Heat Pump • Electric • 10.2 HSPF2
Primary Cooling System: Air Source Heat Pump • Electric • 19 SEER2

Primary Water Heating: Residential Water Heater • Electric • 3.83 Energy Factor 0.3 CFM50 / s.f. Shell Area (Adjusted Infiltration: 2.55

ACH50)

Ventilation: 40 CFM • 44 Watts • Supply Only
Duct Leakage to Outside: 40 CFM @ 25Pa (5.33 / 100 ft²)

Above Grade Walls: R-30

Ceiling: Vaulted Roof, R-85 Window Type: U-Value: 0.25, SHGC: 0.23

Foundation Walls: N/A Framed Floor: R-0

Rating Completed by:

Energy Rater: Kerren Matthews

RESNET ID:

Rating Company: MaGrann Associates 701 E Gate Drive Mt Laurel, NJ 08054

Rating Provider: MaGrann Associates 701 E Gate Drive Mt Laurel, NJ 08054





Zero Energy Ready Home Program **Certified Home**

SPECIFICATION Multifamily Version 2



CONFIRM

A			

1BR Upper Inner 1C-HC, Chantilly, VA 20152

CERTIFICATION ID NUMBER

BUILDER OR DEVELOPER OF RECORD

Grimm & Parker Architects

ENERGY RATING COMPANY

MaGrann Associates

CERTIFIED UNDER DOE-RECOGNIZED HCO FOR ZERH

RESNET

SOFTWARE USED TO CALCULATE ENERGY RATING INDEX (ERI) SCORE

Ekotrope RATER - Version 4.2.2.3658

UNIT'S ERI SCORE

(WITHOUT ONSITE POWER PRODUCTION)

UNIT'S ERI SCORE

(INCLUDING ONSITE POWER PRODUCTION)

ZERH TARGET ERI SCORE

SCORES

46

N/A

48

ZERH PARTNER ID

RATER OF RECORD

Kerren Matthews

DATE UNIT CERTIFIED

Projected Report Based on Plans Rating Date: Registry ID:

Ekotrope ID: 2lmlJaeL



HERS® Index Score:

46

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

\$922

*Relative to an average U.S. home

Home:

1BR Upper Inner 1D Chantilly, VA 20152

Builder:

Grimm & Parker Architects

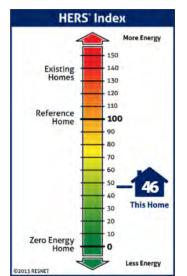
Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	3.3	\$122
Cooling	0.7	\$26
Hot Water	1.1	\$42
Lights/Appliances	10.8	\$402
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
Total:	16.0	\$682

This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.2 ENERGY STAR MF v1.1 ENERGY STAR MF v1.0

Home Feature Summary:



Home Type: Apartment, inside unit
Model: 1BR Upper Inner 1D

Community: Avonlea II
Conditioned Floor Area: 750 ft²
Number of Bedrooms: 1

Primary Heating System: Air Source Heat Pump • Electric • 10.2 HSPF2
Primary Cooling System: Air Source Heat Pump • Electric • 19 SEER2

Primary Water Heating: Residential Water Heater • Electric • 3.83 Energy Factor 0.3 CFM50 / s.f. Shell Area (Adjusted Infiltration: 2.55

House Tightness: ACH50)

Ventilation: 40 CFM • 44 Watts • Supply Only
Duct Leakage to Outside: 40 CFM @ 25Pa (5.33 / 100 ft²)

Above Grade Walls: R-30

Ceiling: Vaulted Roof, R-85 Window Type: U-Value: 0.25, SHGC: 0.23

Foundation Walls: N/A Framed Floor: R-0

Rating Completed by:

Energy Rater: Kerren Matthews

RESNET ID:

Rating Company: MaGrann Associates 701 E Gate Drive Mt Laurel, NJ 08054

Rating Provider: MaGrann Associates 701 E Gate Drive Mt Laurel, NJ 08054





Zero Energy Ready Home Program **Certified Home**

SPECIFICATION Multifamily Version 2



ADDRESS

1BR Upper Inner 1D, Chantilly, VA 20152

CERTIFICATION ID NUMBER

BUILDER OR DEVELOPER OF RECORD

Grimm & Parker Architects

ENERGY RATING COMPANY

MaGrann Associates

CERTIFIED UNDER DOE-RECOGNIZED HCO FOR ZERH

RESNET

SOFTWARE USED TO CALCULATE ENERGY RATING INDEX (ERI) SCORE

Ekotrope RATER - Version 4.2.2.3658

UNIT'S ERI SCORE

(WITHOUT ONSITE POWER PRODUCTION)

UNIT'S ERI SCORE

(INCLUDING ONSITE POWER PRODUCTION)

ZERH TARGET ERI SCORE

SCORES

46

N/A

48

ZERH PARTNER ID

RATER OF RECORD

Kerren Matthews

DATE UNIT CERTIFIED

Projected Report Based on Plans Rating Date: Registry ID:

Ekotrope ID: 28aQPZzL



HERS® Index Score:

42

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

\$1,293
*Relative to an average U.S. home

Home: 2BR Middle End 2E Chantilly, VA 20152

Builder: Grimm & Parker Architects

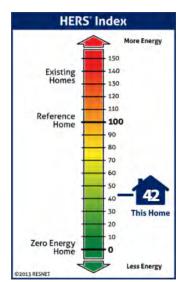
Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	4.3	\$161
Cooling	1.1	\$41
Hot Water	1.5	\$56
Lights/Appliances	12.7	\$471
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
Total:	19.7	\$820

This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.2 ENERGY STAR MF v1.1 ENERGY STAR MF v1.0

Home Feature Summary:



Home Type: Apartment, end unit

Model: 2BR Middle End 2E

Community: Avonlea II

Conditioned Floor Area: 1,072 ft²

Number of Bedrooms: 2

Primary Heating System: Air Source Heat Pump • Electric • 10.4 HSPF2

Primary Cooling System: Air Source Heat Pump • Electric • 18.4 SEER2

Primary Water Heating: Residential Water Heater • Electric • 3.45 UEF

0.3 CFM50 / s.f. Shell Area (Adjusted Infiltration: 1.14 ACH50)

Ventilation: 55 CFM • 44 Watts • Supply Only
Duct Leakage to Outside: 40 CFM @ 25Pa (3.73 / 100 ft²)

Above Grade Walls: R-30

Ceiling: Adiabatic, R-0

Window Type: U-Value: 0.25, SHGC: 0.23

Foundation Walls: N/A Framed Floor: R-0

Rating Completed by:

Energy Rater: Kerren Matthews

RESNET ID:

Rating Company: MaGrann Associates 701 E Gate Drive Mt Laurel, NJ 08054

Rating Provider: MaGrann Associates 701 E Gate Drive Mt Laurel, NJ 08054





Zero Energy Ready Home Program **Certified Home**

SPECIFICATION Multifamily Version 2



CONFIRM

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2BR Middle End 2E, Chantilly, VA 20152

CERTIFICATION ID NUMBER

BUILDER OR DEVELOPER OF RECORD

Grimm & Parker Architects

ENERGY RATING COMPANY

MaGrann Associates

CERTIFIED UNDER DOE-RECOGNIZED HCO FOR ZERH

RESNET

SOFTWARE USED TO CALCULATE ENERGY RATING INDEX (ERI) SCORE

Ekotrope RATER - Version 4.2.2.3658

UNIT'S ERI SCORE

(WITHOUT ONSITE POWER PRODUCTION)

UNIT'S ERI SCORE

(INCLUDING ONSITE POWER PRODUCTION)

ZERH TARGET ERI SCORE

SCORES

42

N/A

45

ZERH PARTNER ID

RATER OF RECORD

Kerren Matthews

DATE UNIT CERTIFIED

Projected Report Based on Plans Rating Date: Registry ID:

Ekotrope ID: dma3kY9d



HERS® Index Score:

42

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

\$1,284
*Relative to an average U.S. home

Home: 2BR Middle End 2F Chantilly, VA 20152

Builder: Grimm & Parker Architects

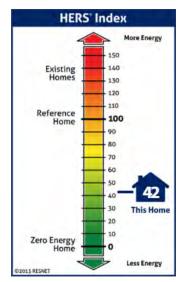
Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	3.9	\$143
Cooling	1.3	\$50
Hot Water	1.6	\$60
Lights/Appliances	12.6	\$467
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
Total:	19.4	\$811

This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.2 ENERGY STAR MF v1.1 ENERGY STAR MF v1.0

Home Feature Summary:



Home Type: Apartment, end unit

Model: 2BR Middle End 2F

Community: Avonlea II

Conditioned Floor Area: 1,043 ft²

Number of Bedrooms: 2

Primary Heating System: Air Source Heat Pump • Electric • 10.4 HSPF2
Primary Cooling System: Air Source Heat Pump • Electric • 18.4 SEER2
Primary Water Heating: Residential Water Heater • Electric • 3.45 UEF
0.3 CFM50 / s.f. Shell Area (Adjusted Infiltration: 1.19

Ventilation: 54 CFM • 44 Watts • Supply Only

Duct Leakage to Outside: 40 CFM @ 25Pa (3.84 / 100 ft²)

Above Grade Walls: R-30

Ceiling: Adiabatic, R-0

Window Type: U-Value: 0.25, SHGC: 0.23

Foundation Walls: N/A Framed Floor: R-0

Rating Completed by:

Energy Rater: Kerren Matthews

RESNET ID:

Rating Company: MaGrann Associates 701 E Gate Drive Mt Laurel, NJ 08054

Rating Provider: MaGrann Associates 701 E Gate Drive Mt Laurel, NJ 08054





Zero Energy Ready Home Program **Certified Home**

SPECIFICATION Multifamily Version 2



ADDRESS

2BR Middle End 2F, Chantilly, VA 20152

CERTIFICATION ID NUMBER

BUILDER OR DEVELOPER OF RECORD

Grimm & Parker Architects

ENERGY RATING COMPANY

MaGrann Associates

CERTIFIED UNDER DOE-RECOGNIZED HCO FOR ZERH

RESNET

SOFTWARE USED TO CALCULATE ENERGY RATING INDEX (ERI) SCORE

Ekotrope RATER - Version 4.2.2.3658

UNIT'S ERI SCORE

(WITHOUT ONSITE POWER PRODUCTION)

UNIT'S ERI SCORE

(INCLUDING ONSITE POWER PRODUCTION)

ZERH TARGET ERI SCORE

SCORES

42

N/A

44

ZERH PARTNER ID

RATER OF RECORD

Kerren Matthews

DATE UNIT CERTIFIED

Projected Report Based on Plans Rating Date: Registry ID:

Ekotrope ID: LVpzZe0v



HERS® Index Score:

41

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

*Relative to an average U.S. home

Home: 2BR Middle End 2G Chantilly, VA 20152

Builder: Grimm & Parker Architects

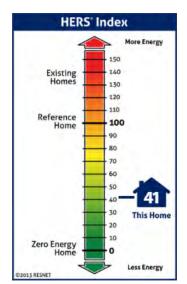
Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	4.2	\$156
Cooling	1.6	\$59
Hot Water	1.6	\$60
Lights/Appliances	13.3	\$493
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
Total:	20.7	\$858

This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.2 ENERGY STAR MF v1.1 ENERGY STAR MF v1.0

Home Feature Summary:



Home Type: Apartment, end unit
Model: 2BR Middle End 2G
Community: Avonlea II

Conditioned Floor Area: 1,226 ft²
Number of Bedrooms: 2

Primary Heating System: Air Source Heat Pump • Electric • 10.4 HSPF2
Primary Cooling System: Air Source Heat Pump • Electric • 18.4 SEER2
Primary Water Heating: Residential Water Heater • Electric • 3.45 UEF
0.3 CFM50 / s.f. Shell Area (Adjusted Infiltration: 1.16

ACH50)

Ventilation: 60 CFM • 44 Watts • Supply Only
Duct Leakage to Outside: 40 CFM @ 25Pa (3.26 / 100 ft²)

Above Grade Walls: R-30

Ceiling: Adiabatic, R-0

Window Type: U-Value: 0.25, SHGC: 0.23

Foundation Walls: N/A Framed Floor: R-0

Rating Completed by:

Energy Rater: Kerren Matthews

RESNET ID:

Rating Company: MaGrann Associates 701 E Gate Drive Mt Laurel, NJ 08054

Rating Provider: MaGrann Associates 701 E Gate Drive Mt Laurel, NJ 08054





Zero Energy Ready Home Program **Certified Home**

SPECIFICATION Multifamily Version 2



ADDRESS

2BR Middle End 2G, Chantilly, VA 20152

CERTIFICATION ID NUMBER

BUILDER OR DEVELOPER OF RECORD

Grimm & Parker Architects

ENERGY RATING COMPANY

MaGrann Associates

CERTIFIED UNDER DOE-RECOGNIZED HCO FOR ZERH

RESNET

SOFTWARE USED TO CALCULATE ENERGY RATING INDEX (ERI) SCORE

Ekotrope RATER - Version 4.2.2.3658

UNIT'S ERI SCORE

(WITHOUT ONSITE POWER PRODUCTION)

UNIT'S ERI SCORE

(INCLUDING ONSITE POWER PRODUCTION)

ZERH TARGET ERI SCORE

SCORES

41

N/A

44

ZERH PARTNER ID

RATER OF RECORD

Kerren Matthews

DATE UNIT CERTIFIED

Projected Report Based on Plans Rating Date: Registry ID:

Ekotrope ID: LA57zreL



HERS® Index Score:

41

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

\$1,414
*Relative to an average U.S. home

Home: 2BR Middle End 2L-Type A Chantilly, VA 20152

Builder: Grimm & Parker Architects

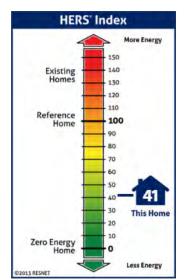
Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	4.2	\$155
Cooling	1.6	\$59
Hot Water	1.6	\$60
Lights/Appliances	13.4	\$495
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
Total:	20.7	\$860

This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.2 ENERGY STAR MF v1.1 ENERGY STAR MF v1.0

Home Feature Summary:



Home Type: Apartment, end unit

Model: 2BR Middle End 2L-Type A

Community: Avonlea II
Conditioned Floor Area: 1,241 ft²

Number of Bedrooms: 2

Primary Heating System: Air Source Heat Pump • Electric • 10.4 HSPF2

Primary Cooling System: Air Source Heat Pump • Electric • 18.4 SEER2

Primary Water Heating: Residential Water Heater • Electric • 3.45 UEF 0.3 CFM50 / s.f. Shell Area (Adjusted Infiltration: 1.15

House Tightness: ACH50)

Ventilation: 60 CFM • 44 Watts • Supply Only
Duct Leakage to Outside: 40 CFM @ 25Pa (3.22 / 100 ft²)

Above Grade Walls: R-30

Ceiling: Adiabatic, R-0

Window Type: U-Value: 0.25, SHGC: 0.23

Foundation Walls: N/A Framed Floor: R-0

Rating Completed by:

Energy Rater: Kerren Matthews

RESNET ID:

Rating Company: MaGrann Associates 701 E Gate Drive Mt Laurel, NJ 08054

Rating Provider: MaGrann Associates 701 E Gate Drive Mt Laurel, NJ 08054





Zero Energy Ready Home Program **Certified Home**

SPECIFICATION Multifamily Version 2



ADDRESS

2BR Middle End 2L-Type A, Chantilly, VA 20152

CERTIFICATION ID NUMBER

BUILDER OR DEVELOPER OF RECORD

Grimm & Parker Architects

ENERGY RATING COMPANY

MaGrann Associates

CERTIFIED UNDER DOE-RECOGNIZED HCO FOR ZERH

RESNET

SOFTWARE USED TO CALCULATE ENERGY RATING INDEX (ERI) SCORE

41

Ekotrope RATER - Version 4.2.2.3658

UNIT'S ERI SCORE

(WITHOUT ONSITE POWER PRODUCTION)

UNIT'S ERI SCORE

(INCLUDING ONSITE POWER PRODUCTION)

ZERH TARGET ERI SCORE

SCORES

N/A

44

ZERH PARTNER ID

RATER OF RECORD

Kerren Matthews

DATE UNIT CERTIFIED

Projected Report Based on Plans Rating Date: Registry ID:

Ekotrope ID: 25YzPlW2



HERS® Index Score:

40

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

\$1,429
*Relative to an average U.S. home

Home: 2BR Over Garage End 2E Chantilly, VA 20152

Builder: Grimm & Parker Architects

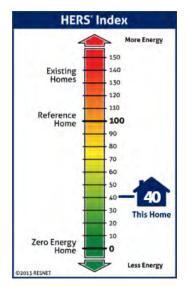
Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	5.4	\$199
Cooling	1.1	\$41
Hot Water	1.5	\$56
Lights/Appliances	12.7	\$471
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
Total:	20.7	\$858

This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.2 ENERGY STAR MF v1.1 ENERGY STAR MF v1.0

Home Feature Summary:



Home Type: Apartment, end unit
Model: 2BR Over Garage End 2E

Community: Avonlea II
Conditioned Floor Area: 1,072 ft²
Number of Bedrooms: 2

Primary Heating System: Air Source Heat Pump • Electric • 10.4 HSPF2

Primary Cooling System: Air Source Heat Pump • Electric • 18.4 SEER2

Primary Water Heating: Residential Water Heater • Electric • 3.45 UEF

0.3 CFM50 / s.f. Shell Area (Adjusted Infiltration: 1.14

use lightness: ACH50)

Ventilation: 55 CFM • 44 Watts • Supply Only
Duct Leakage to Outside: 40 CFM @ 25Pa (3.73 / 100 ft²)

Above Grade Walls: R-30

Ceiling: Adiabatic, R-0

Window Type: U-Value: 0.25, SHGC: 0.23

Foundation Walls: N/A Framed Floor: R-40

Rating Completed by:

Energy Rater: Kerren Matthews

RESNET ID:

Rating Company: MaGrann Associates 701 E Gate Drive Mt Laurel, NJ 08054

Rating Provider: MaGrann Associates 701 E Gate Drive Mt Laurel, NJ 08054





Zero Energy Ready Home Program **Certified Home**

SPECIFICATION Multifamily Version 2



ADDRESS

2BR Over Garage End 2E, Chantilly, VA 20152

CERTIFICATION ID NUMBER

BUILDER OR DEVELOPER OF RECORD

Grimm & Parker Architects

ENERGY RATING COMPANY

MaGrann Associates

CERTIFIED UNDER DOE-RECOGNIZED HCO FOR ZERH

RESNET

SOFTWARE USED TO CALCULATE ENERGY RATING INDEX (ERI) SCORE

Ekotrope RATER - Version 4.2.2.3658

UNIT'S ERI SCORE

(WITHOUT ONSITE POWER PRODUCTION)

UNIT'S ERI SCORE

(INCLUDING ONSITE POWER PRODUCTION)

ZERH TARGET ERI SCORE

SCORES

40

N/A

46

ZERH PARTNER ID

RATER OF RECORD

Kerren Matthews

DATE UNIT CERTIFIED

Projected Report Based on Plans

Rating Date: Registry ID:

Ekotrope ID: vPa0qqR2



HERS® Index Score:

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 *Relative to an average U.S. home

Home: 2BR Over Garage End 2F Chantilly, VA 20152

Builder: Grimm & Parker Architects

Your Home's Estimated Energy Use:

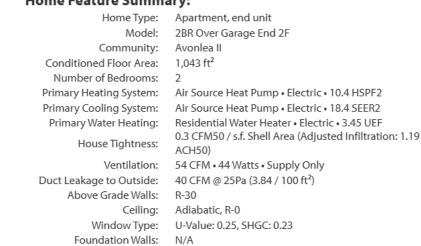
	Use [MBtu]	Annual Cost
Heating	4.9	\$180
Cooling	1.3	\$49
Hot Water	1.6	\$60
Lights/Appliances	12.6	\$467
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
Total:	20.4	\$847

This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.2 **ENERGY STAR MF v1.1** ENERGY STAR MF v1.0

Home Feature Summary:

Framed Floor:



R-40

Rating Completed by:

Energy Rater: Kerren Matthews

RESNET ID:

Rating Company: MaGrann Associates 701 E Gate Drive Mt Laurel, NJ 08054

Rating Provider: MaGrann Associates 701 E Gate Drive Mt Laurel, NJ 08054



Kerren Matthews, Certified Energy Rater Date: 6/26/25 at 9:17 AM



HERS Index

Existing

Reference

Zero Energy

02013 RESNET

140

130

120

100

90

80

60

More Energy

This Home

Less Energy

Zero Energy Ready Home Program **Certified Home**

SPECIFICATION Multifamily Version 2



ADDRESS

2BR Over Garage End 2F, Chantilly, VA 20152

CERTIFICATION ID NUMBER

BUILDER OR DEVELOPER OF RECORD

Grimm & Parker Architects

ENERGY RATING COMPANY

MaGrann Associates

CERTIFIED UNDER DOE-RECOGNIZED HCO FOR ZERH

RESNET

SOFTWARE USED TO CALCULATE ENERGY RATING INDEX (ERI) SCORE

Ekotrope RATER - Version 4.2.2.3658

UNIT'S ERI SCORE

(WITHOUT ONSITE POWER PRODUCTION)

UNIT'S ERI SCORE

(INCLUDING ONSITE POWER PRODUCTION)

ZERH TARGET ERI SCORE

SCORES

40

N/A

45

ZERH PARTNER ID

RATER OF RECORD

Kerren Matthews

DATE UNIT CERTIFIED

Home Energy Rating Certificate

Projected Report Based on Plans Rating Date: Registry ID:

Ekotrope ID: 23JnoAOv



HERS® Index Score:

40 perfo

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

\$1,562
*Relative to an average U.S. home

Home: 2BR Over Garage End 2G Chantilly, VA 20152

Builder: Grimm & Parker Architects

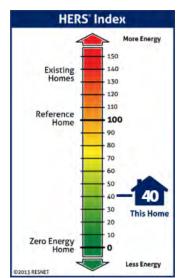
Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	5.4	\$200
Cooling	1.5	\$57
Hot Water	1.6	\$60
Lights/Appliances	13.3	\$493
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
Total:	21.9	\$901

This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.2 ENERGY STAR MF v1.1 ENERGY STAR MF v1.0

Home Feature Summary:



Home Type: Apartment, end unit

Model: 2BR Over Garage End 2G

Conditioned Floor Area: 1,226 ft²
Number of Bedrooms: 2

Primary Heating System: Air Source Heat Pump • Electric • 10.4 HSPF2
Primary Cooling System: Air Source Heat Pump • Electric • 18.4 SEER2
Primary Water Heating: Residential Water Heater • Electric • 3.45 UEF
0.3 CFM50 / s.f. Shell Area (Adjusted Infiltration: 1.16

ACH50)

Ventilation: 60 CFM • 44 Watts • Supply Only
Duct Leakage to Outside: 40 CFM @ 25Pa (3.26 / 100 ft²)

Above Grade Walls: R-30

Ceiling: Adiabatic, R-0

Window Type: U-Value: 0.25, SHGC: 0.23

Foundation Walls: N/A Framed Floor: R-40

Rating Completed by:

Energy Rater: Kerren Matthews

RESNET ID:

Rating Company: MaGrann Associates 701 E Gate Drive Mt Laurel, NJ 08054

Rating Provider: MaGrann Associates 701 E Gate Drive Mt Laurel, NJ 08054



Kerren Matthews, Certified Energy Rater Date: 6/26/25 at 9:17 AM



U.S. DEPARTMENT OF ENERGY

Zero Energy Ready Home Program **Certified Home**

SPECIFICATION Multifamily Version 2



ADDRESS

2BR Over Garage End 2G, Chantilly, VA 20152

CERTIFICATION ID NUMBER

BUILDER OR DEVELOPER OF RECORD

Grimm & Parker Architects

ENERGY RATING COMPANY

MaGrann Associates

CERTIFIED UNDER DOE-RECOGNIZED HCO FOR ZERH

RESNET

SOFTWARE USED TO CALCULATE ENERGY RATING INDEX (ERI) SCORE

Ekotrope RATER - Version 4.2.2.3658

UNIT'S ERI SCORE

(WITHOUT ONSITE POWER PRODUCTION)

UNIT'S ERI SCORE

(INCLUDING ONSITE POWER PRODUCTION)

ZERH TARGET ERI SCORE

SCORES

40

N/A

45

ZERH PARTNER ID

RATER OF RECORD

Kerren Matthews

DATE UNIT CERTIFIED

1234

Home Energy Rating Certificate

Projected Report Based on Plans

Rating Date: Registry ID:

Ekotrope ID: 25YzPPO2



HERS® Index Score:

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

*Relative to an average U.S. home

Home: 2BR Upper End 2E Chantilly, VA 20152

Builder: Grimm & Parker Architects

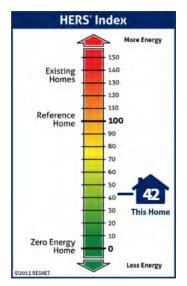
Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	5.0	\$183
Cooling	1.2	\$46
Hot Water	1.5	\$56
Lights/Appliances	12.7	\$471
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
Total:	20.4	\$847

This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.2 **ENERGY STAR MF v1.1** ENERGY STAR MF v1.0

Home Feature Summary:



Home Type: Apartment, end unit Model: 2BR Upper End 2E Avonlea II Community: 1.072 ft² Conditioned Floor Area: Number of Bedrooms:

Primary Heating System: Air Source Heat Pump • Electric • 10.4 HSPF2 Primary Cooling System: Air Source Heat Pump • Electric • 18.4 SEER2 Primary Water Heating: Residential Water Heater • Electric • 3.45 UEF 0.3 CFM50 / s.f. Shell Area (Adjusted Infiltration: 3.12 House Tightness: ACH50)

Ventilation: 55 CFM • 44 Watts • Supply Only Duct Leakage to Outside: 40 CFM @ 25Pa (3.73 / 100 ft2)

Above Grade Walls: R-30

Ceiling: Vaulted Roof, R-85 Window Type: U-Value: 0.25, SHGC: 0.23

Foundation Walls: N/A Framed Floor: R-0

Rating Completed by:

Energy Rater: Kerren Matthews

RESNET ID:

Rating Company: MaGrann Associates 701 E Gate Drive Mt Laurel, NJ 08054

Rating Provider: MaGrann Associates 701 E Gate Drive Mt Laurel, NJ 08054



Kerren Matthews, Certified Energy Rater Date: 6/26/25 at 9:17 AM



U.S. DEPARTMENT OF ENERGY

Zero Energy Ready Home Program **Certified Home**

SPECIFICATION Multifamily Version 2



ADDRESS

2BR Upper End 2E, Chantilly, VA 20152

CERTIFICATION ID NUMBER

BUILDER OR DEVELOPER OF RECORD

Grimm & Parker Architects

ENERGY RATING COMPANY

MaGrann Associates

CERTIFIED UNDER DOE-RECOGNIZED HCO FOR ZERH

RESNET

SOFTWARE USED TO CALCULATE ENERGY RATING INDEX (ERI) SCORE

Ekotrope RATER - Version 4.2.2.3658

UNIT'S ERI SCORE

(WITHOUT ONSITE POWER PRODUCTION)

UNIT'S ERI SCORE

(INCLUDING ONSITE POWER PRODUCTION)

ZERH TARGET ERI SCORE

SCORES

42

N/A

46

ZERH PARTNER ID

RATER OF RECORD

Kerren Matthews

DATE UNIT CERTIFIED

1234

Home Energy Rating Certificate

Projected Report Based on Plans

Rating Date: Registry ID:

Ekotrope ID: dq30MY62



HERS® Index Score:

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

*Relative to an average U.S. home

Home: 2BR Upper End 2F Chantilly, VA 20152

Builder: Grimm & Parker Architects

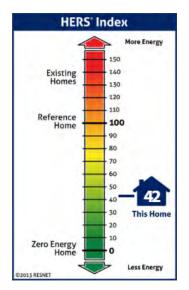
Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	4.5	\$165
Cooling	1.5	\$55
Hot Water	1.6	\$60
Lights/Appliances	12.6	\$467
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
Total:	20.1	\$837

This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.2 **ENERGY STAR MF v1.1** ENERGY STAR MF v1.0

Home Feature Summary:



Home Type: Apartment, end unit Model: 2BR Upper End 2F Avonlea II Community: 1.043 ft² Conditioned Floor Area: Number of Bedrooms:

Primary Heating System: Air Source Heat Pump • Electric • 10.4 HSPF2 Primary Cooling System: Air Source Heat Pump • Electric • 18.4 SEER2 Primary Water Heating: Residential Water Heater • Electric • 3.45 UEF 0.3 CFM50 / s.f. Shell Area (Adjusted Infiltration: 3.17 House Tightness: ACH50)

Ventilation: 54 CFM • 44 Watts • Supply Only Duct Leakage to Outside: 40 CFM @ 25Pa (3.84 / 100 ft2)

Above Grade Walls: R-30

Ceiling: Vaulted Roof, R-85 Window Type: U-Value: 0.25, SHGC: 0.23

Foundation Walls: N/A Framed Floor: R-0

Rating Completed by:

Energy Rater: Kerren Matthews

RESNET ID:

Rating Company: MaGrann Associates 701 E Gate Drive Mt Laurel, NJ 08054

Rating Provider: MaGrann Associates 701 E Gate Drive Mt Laurel, NJ 08054



Kerren Matthews, Certified Energy Rater Date: 6/26/25 at 9:17 AM



U.S. DEPARTMENT OF ENERGY

Zero Energy Ready Home Program **Certified Home**

SPECIFICATION Multifamily Version 2



ADDRESS

2BR Upper End 2F, Chantilly, VA 20152

CERTIFICATION ID NUMBER

BUILDER OR DEVELOPER OF RECORD

Grimm & Parker Architects

ENERGY RATING COMPANY

MaGrann Associates

CERTIFIED UNDER DOE-RECOGNIZED HCO FOR ZERH

RESNET

SOFTWARE USED TO CALCULATE ENERGY RATING INDEX (ERI) SCORE

Ekotrope RATER - Version 4.2.2.3658

UNIT'S ERI SCORE

(WITHOUT ONSITE POWER PRODUCTION)

UNIT'S ERI SCORE

(INCLUDING ONSITE POWER PRODUCTION)

ZERH TARGET ERI SCORE

SCORES

42

N/A

46

ZERH PARTNER ID

RATER OF RECORD

Kerren Matthews

DATE UNIT CERTIFIED

1234

Home Energy Rating Certificate

Projected Report Based on Plans Rating Date: Registry ID:

Ekotrope ID: 25YzP6X2



HERS® Index Score:

41

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

\$1,460
*Relative to an average U.S. home

Home: 2BR Upper End 2L-Type A Chantilly, VA 20152

Builder: Grimm & Parker Architects

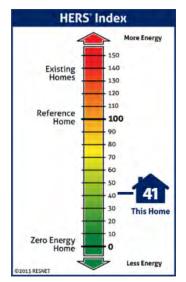
Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	4.9	\$182
Cooling	1.7	\$64
Hot Water	1.6	\$60
Lights/Appliances	13.4	\$495
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
Total:	21.6	\$893

This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.2 ENERGY STAR MF v1.1 ENERGY STAR MF v1.0

Home Feature Summary:



Home Type: Apartment, end unit

Model: 2BR Upper End 2L-Type A

Conditioned Floor Area: 1,241 ft²
Number of Bedrooms: 2

Primary Heating System: Air Source Heat Pump • Electric • 10.4 HSPF2

Primary Cooling System: Air Source Heat Pump • Electric • 18.4 SEER2

Primary Water Heating: Residential Water Heater • Electric • 3.45 UEF

0.3 CFM50 / s.f. Shell Area (Adjusted Infiltration: 3.12

Ventilation: 60 CEM • 44

Ventilation: 60 CFM • 44 Watts • Supply Only
Duct Leakage to Outside: 40 CFM @ 25Pa (3.22 / 100 ft²)

Above Grade Walls: R-30

Ceiling: Vaulted Roof, R-85 Window Type: U-Value: 0.25, SHGC: 0.23

Foundation Walls: N/A Framed Floor: R-0

Rating Completed by:

Energy Rater: Kerren Matthews

RESNET ID:

Rating Company: MaGrann Associates 701 E Gate Drive Mt Laurel, NJ 08054

Rating Provider: MaGrann Associates 701 E Gate Drive Mt Laurel, NJ 08054



Kerren Matthews, Certified Energy Rater Date: 6/26/25 at 9:17 AM



U.S. DEPARTMENT OF ENERGY

Zero Energy Ready Home Program **Certified Home**

SPECIFICATION Multifamily Version 2



AD			

2BR Upper End 2L-Type A, Chantilly, VA 20152

CERTIFICATION ID NUMBER

BUILDER OR DEVELOPER OF RECORD

Grimm & Parker Architects

ENERGY RATING COMPANY

MaGrann Associates

CERTIFIED UNDER DOE-RECOGNIZED HCO FOR ZERH

RESNET

SOFTWARE USED TO CALCULATE ENERGY RATING INDEX (ERI) SCORE

41

Ekotrope RATER - Version 4.2.2.3658

UNIT'S ERI SCORE

(WITHOUT ONSITE POWER PRODUCTION)

UNIT'S ERI SCORE

(INCLUDING ONSITE POWER PRODUCTION)

ZERH TARGET ERI SCORE

SCORES

N/A

46

ZERH PARTNER ID

RATER OF RECORD

Kerren Matthews

DATE UNIT CERTIFIED

1234

Tab G:

Zoning Certification Letter (MANDATORY)



PLANNERS ENGINEERS LANDSCAPE ARCHITECTS LAND SURVEYORS

Zoning Certification

	6/25/2025	
TO:	Virginia Housing	
	601 South Belvidere Street	
	Richmond, Virginia 23220	
RE:	ZONING CERTIFICATION	
	Name of Development:	Avonlea Family (Avonlea Phase 2 Four LP)
	Name of Owner/Applicant:	True Ground Housing Partners, Inc.
	Name of Seller/Current Owner:	APAH Avonlea Phase 2 LLC
DEVE Develo	LOPMENT DESCRIPTION: opment Address:	Allocation Plan for housing tax credit.
Addres	is is IBD. Property is located at th	e southeast corner of Avonlea Grand Dr. and Avonlea Center
		by Loudoun County PIN #164481914002.
Dr., in Legal 1 Land U Condor	Loudoun County, VA. Identified I Description Juit 2, in AVONLEA LAND CON	DOMINIUM, as established by that certain Declaration of minium, recorded in Instrument Number 20221222-0067529
Legal Land U	Loudoun County, VA. Identified I Description Juit 2, in AVONLEA LAND CON minium for Avonlea Land Condom	DOMINIUM, as established by that certain Declaration of minium, recorded in Instrument Number 20221222-0067529
Dr., in Legal I Land U Condor among	Loudoun County, VA. Identified In Description Unit 2, in AVONLEA LAND CONTENT and Condom the Land Records of Loudoun Counter Improvements:	DOMINIUM, as established by that certain Declaration of minium, recorded in Instrument Number 20221222-0067529
Legal I Land U Condor among Propos Constru	Description Unit 2, in AVONLEA LAND CONTENT AND CONTEN	DOMINIUM, as established by that certain Declaration of minium, recorded in Instrument Number 20221222-0067529
Legal I Land U Condor among Propos Constru New C Adaptir	Description Unit 2, in AVONLEA LAND CONMINION TO Avonlea Land Condom the Land Records of Loudoun Coulombre Land Records: uction onstruction: # Units	DOMINIUM, as established by that certain Declaration of hinium, recorded in Instrument Number 20221222-0067529 anty, Virginia.

Zoning Certification, con't

Current Zoning: R-24 (subject to rezoning ZMAP-2016-0011) allowing a density of __28.8 ___ units per acre, and the following other applications:

This subject site was rezoned by the Loudoun County Board of Supervisors on April 19, 2022, with the Application number ZMAP-2016-0011, SPEX-2016-0037, SPEX-2020-0003, ZMOD 021-0010, ZMOD-2021-0011, ZMOD-2021-0012, ZMOD-2021-0013, ZMOD-2021-0014 and ZMOD-2018-0048.

Other Descriptive Information:

This property is to be developed as an affordable dwelling unit development under the Zoning Ordinance. A portion of the site shall be developed with one or more multifamily residential buildings containing, in the aggregate, a total of 137 dwelling units. This certification is for the Avonlea Four project containing sixty-seven (67) of the one hundred thirty-seven (137) units.

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 approved for 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:

Printed Name: Ryan G. David, PE

Title of Local Official or Civil Engineer: Principal

Phone: 703-642-8080

Date: 6/25/2025

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



Ryan G. David Lic. No. 038229

NOTES

- 1. THE PROPERTY DELIGINARY METERS IS MORE SPECIFICALLY REVIEWED AS LOADOUR COUNTY NOTINE 164-46-6003 AND IS CHRISTIAN JUNEO F9-02(SC).
- 2 THE PROPERTY SHIPMS MERCHALLS CHARMERLY IN THE NAME OF APAN ANDRUEA PHASE I LLC, A VIRGINAL LINETED LABOURY COMPANY, AND APAN LINETED FRAME 2 LLC, A VIRGINAL LINETED LABOURY COMPANY, AS TROMPATS IN COMMINION AS RECORDED AT HISTORIUMENT #20021922.0001/115Q AMERICAN THE LAND RECORDES OF LINEBULY COMPY, WINDMA.
- 1. BELLEGARY RECOMMENDE SMEETS ON FELLS HUM SCHOOMY SURVEY PREPARED BY UNSAN LTD.
- 4. * 0000723 EASTERN MICHIGO AN INSTRUMENT #2022112010004/345
- 5. DOWNES CASINGHT MEDICALS AT INSTRUMENT (20221214006168

AREA TABULATION

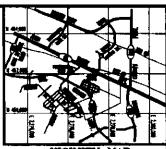
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Filed: 20221222-0067529

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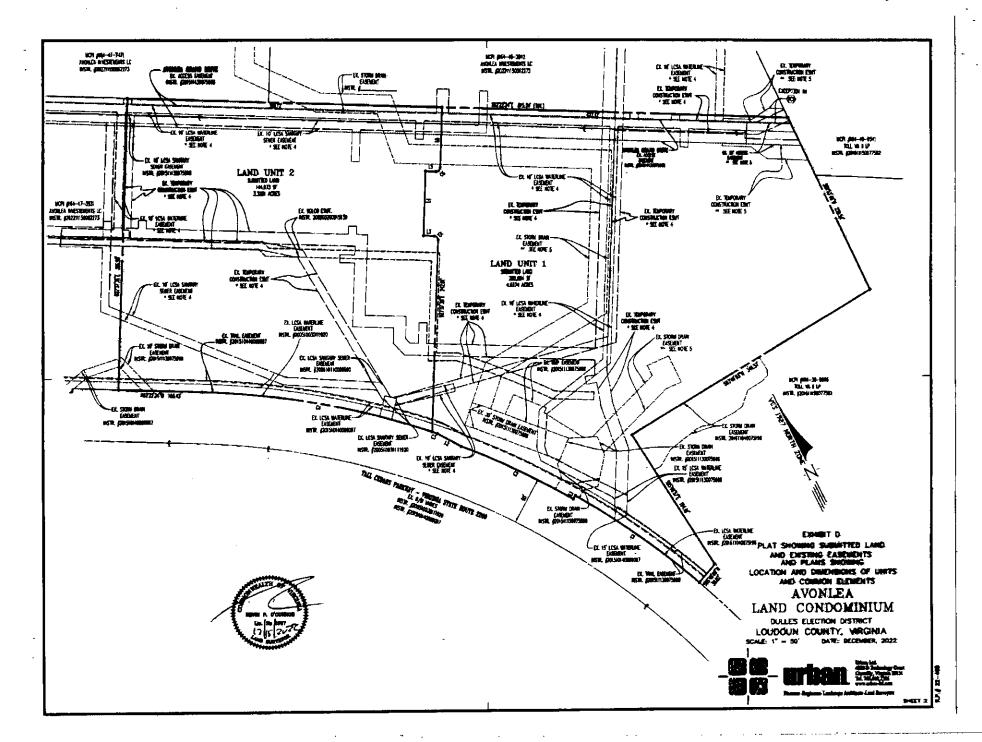
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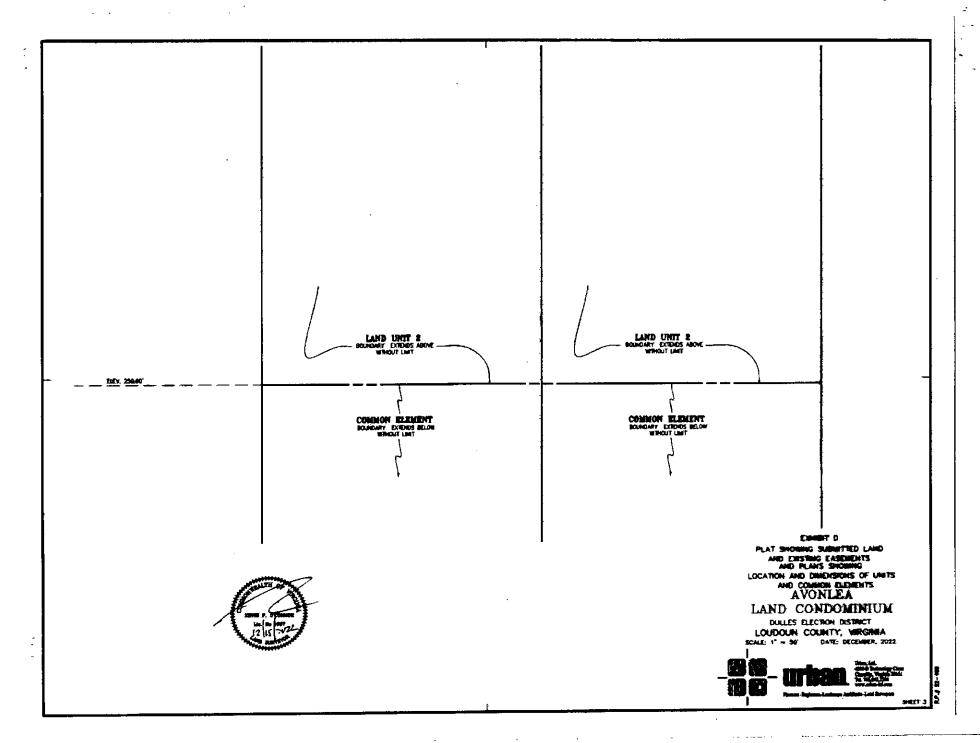
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AND DUSTING EASENERTS. AND PLANS SHOWING LOCATION AND DRIENSIGHS OF UNITS
AND COMMON ELEMENTS AVONLEA

LAND CONDOMINIUM

DULLES ELECTION DISTRICT LOUDOUM COUNTY, WIRGHIA SCALE N/A DATE: DECEMBER, 2022





Tab H:

Attorney's Opinion (MANDATORY)



DATE: June 30, 2025

Virginia Housing 601 South Belvidere Street Richmond, Virginia 23220

RE: 2025 4% Tax Credit Reservation Request (30% present value credits to be paired with tax-exempt bonds)

Name of Development: Avonlea Phase 2 Four

Name of Owner: Avonlea Phase 2 Four Limited Partnership

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 June 30, 2025 (of which this opinion is a part) (the "Application") submitted to you for the purpose of requesting, in connection with the captioned Development, a reservation of low income housing tax credits ("Credits") available under Section 42 of the Internal Revenue Code of 1986, as amended (the "Code"). It has also reviewed Section 42 of the Code, the regulations issued pursuant thereto and such other binding authority as it believes to be applicable to the issuance hereof (the regulations and binding authority hereinafter collectively referred to as the "Regulations").

Based upon the foregoing reviews and upon due investigation of such matters as it deems necessary in order to render this opinion, but without expressing any opinion as to either the reasonableness of the estimated or projected figures or the veracity or accuracy of the factual representations set forth in the Application, the undersigned is of the opinion that:

- 1. It is more likely than not that the inclusion in eligible basis of the Development of such cost items or portions thereof, as set forth in the Hard Costs and Owners Costs section of the Application form, complies with all applicable requirements of the Code and Regulations.
- 2. [Select One]



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.

937644 013119-0066



OR

Regulations.

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

3. [Select One]

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

OR

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

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

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



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

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

GALLAGHER EVELIUS & JONES LLP

Cullyh Eiln ! for CCP

By: Jessica Weston, Esquire

Its: Partner



Attorney's Opinion Letter – TAX EXEMPT VERSION

(This Form Must Be Included With Application)

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

Date	To
Date	

DATE: June 30, 2025

Virginia Housing 601 South Belvidere Street Richmond, Virginia 23220

RE: 2025 4% Tax Credit Reservation Request (30% present value credits to be paired with tax-exempt bonds)

Name of Development_ : <u>Avonlea Phase 2 Four</u>
Name of Owner_: <u>Avonlea Phase 2 Four Limited Partnership</u>

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 <u>June 30</u>, <u>2025</u> (of which this opinion is a part) (the <u>""</u>Application") submitted to you for the purpose of requesting, in connection with the captioned Development, a reservation of low- income housing tax credits (<u>""</u>Credits") available under Section 42 of the Internal Revenue Code of 1986, as amended (the <u>""</u>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 #937644
013119-0066



opinion that:

1. It is more likely than not that the inclusion in eligible basis of the Development of such cost items or portions thereof, as set forth in the Hard Costs and Owners Costs section of the Application form, complies with all applicable requirements of the Code and Regulations.

2. [Select One]



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

OR

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

3. [Select One]



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

OR

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

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



- 5. **[Delete if inapplicable]** The type of the nonprofit organization involved in the Development is an organization described in Code Section 501(c)(3) or 501(c)(4) and exempt from taxation under Code Section 501(a), whose purposes include the fostering of low-income housing.
- 6. **[Delete if inapplicable]** The nonprofit **organizations'** ownership interest in the development is as described in the Nonprofit Involvement section of the Application form.
- 7-[Delete if inapplicable] It is more likely than not that the representations made in the Rehab Information section of the Application form as to the Development's compliance with or exception to the Code's minimum expenditure requirements for rehabilitation projects are correct.
- 8.[Delete if inapplicable] After reasonable investigation, the undersigned has no reason to believe that the representations made under the Rehab Information (Ten-Year Rule) section of the Application form as to the Development's compliance with or eligibility for exception to the ten-year "look-back rule" requirement of Code §42(d)(2)(B) are not correct.

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

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

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



Firm Name	Bv-
	

By: Jessica Weston, Esquire

Its_: Partner

Title

Document comparison by Workshare Compare on Wednesday, June 25, 2025 7:42:39 PM

Input:	
Document 1 ID	PowerDocs://DOCS/939025/1
Description	DOCS-#939025-v1-Tab_H_Attorneys_Opinion_4%
Document 2 ID	PowerDocs://DOCS/937644/1
Description	DOCS-#937644-v1-4%_application_opinion_(Avonlea_Ph ase_2)
Rendering set	Standard

Legend:		
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	Count
Insertions	34
Deletions	24
Moved from	0
Moved to	0
Style changes	0
Format changes	0
Total changes	58

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 lowincome 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 $\ \square$ 501(c)(3) $\ \square$ 501(c)(4) $\ \square$ 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)	k
h. Describe exempt purposes (must include the fostering of low-income housing in its articles	
of incorporation)	
i. Expected life (in years) of nonprofit	

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

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			

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

at ·	ill the nonprofit have the option or right of first refusal to purchase the proposed development the end of the compliance period for a price not to exceed the outstanding debt and exit taxes the for-profit entity?					
	res, where in the partnership/operating agreement is this provision specifically referenced?					
	Recordable agreement attached to the Tax Credit Application as TAB V? o at the end of the compliance period explain how the disposition of the assets will be structured:					
CO	the nonprofit materially participating (regular, continuous, and substantial participation) in the instruction or rehabilitation and operation or management of the proposed Development? YES □ NO If yes, 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? \Box YES \Box NO If yes, subdivide the annual hours by activity and staff responsible and explain in detail :					

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 to nonprofit) and the relative percentages of their interests:	:he				
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, leanned 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.	gal,				
(ii) Explain how this relationship was established. For example, did the nonprofit solicit propo from several for-profits? Did the for-profit contact the nonprofit and offer the services?	sals				

consultant	enprofit or the Owner (as identified in the application) pay a joint venture partner or the for providing development services? \Box YES \Box NO \Box If yes, explain the additional source of the funds for such payments.
in the deve	ortion of the developer's fee which the nonprofit expects to collect from its participation elopment be used to pay any consultant fee or any other fee to a third party entity or ure partner? YES NO If yes, explain in detail the and timing of such payments.
other mar	int venture partner or for-profit consultant be compensated (receive income) in any onner, such as builder's profit, architectural and engineering fees, or cash flow?
the develo	ember of the board of directors, officer, or staff member of the nonprofit participate in opment and/or operation of the proposed development in any for-profit capacity?
□ YES [□ NO If yes, explain:

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? \Box YES \Box NO If yes,
	explain in detail, including the compensation for the other nonprofits amount and timing of such payments.
	Virginia and Community Activity 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:

	Does the nonprofit's by laws or board resolutions provide a formal process for low income,						
		ficiaries to advise ent of affordable				ation of sites, development If yes, explain	
	horized the	nonprofit to soli				ervices (Division of Consumern the target community?	r Affairs)
	anizations, i	institutions, busi	nesses and		,	inancial) from established target community?	
ten If y	ant associa	itions to discuss e the meeting da	the propos	sed develo	pment a	od, civic, or community group nd solicit input? PYES er of attendees and general	s and/or □ NO
bei (i) L (ii) l	ng served? .ow-income Elected rep	☐ YES ☐ No residents of the resentatives of l	O If yes, communit ow-income	y? 🗆 YI neighbor	ES □ N hood org)
	tor (i.e. pub	lic officials or er				to the board by public officia	

target community?	If yes, explain the meeting schedule:
designation, as defined by the U.S. Depregulations, from the state or a local parts.	ty Housing Development Organization (CHDO) artment of Housing and Urban Development's HOME articipating jurisdiction? TYES NO or local funds for the purpose of supporting overhead and
operating expenses?	If yes, explain in detail:
	nated by the local government as the principal evelopment organization for the selected target area?
. Has the nonprofit ever applied for Low acted as a joint venture partner with a f	Income Housing Tax Credits for a development in which it for-profit entity? $\ \square$ YES $\ \square$ NO
of application, the nonprofit's role and	ding: the development name and location, the date ownership status in the development, the name and , the name and principals of the general contractor, the
name and principals of the management status of the development(s).	nt entity, the result of the application, and the current

0.	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? \Box YES \Box 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).						
n	To the best of your knowledge, has this development, or a similar development on the same site,						
γ.	ever received tax credits before? YES NO If yes, explain:						
	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?						
i	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?						
	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:						

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	6/26/2025	
Owner/Applicant	Avonlea Phase 2 Four Limited Partnership	
	By: Avonlea Phase 2 Joint Venture Four LLC Its General Partner	By: Avonlea Phase 2 Four Development, LLC, its Managing Member
By Will	Hust	
President Its		
	Title	
Date	6/27/2025	
True Ground Hous	ing Partners, Inc.	· · · · · · · · · · · · · · · · · · ·
	Nonprofit	
Ву	Plate	
	Board Chairman	
Ву	(dun)	
	Executive Director	



2025 Board of Directors

Rich Jordan, Chair

Formerly a Senior Vice President at The JBG Companies, Rich is the Managing Director at Potomac Investment Properties. He is responsible for all aspects of acquisitions, dispositions, recapitalizations, development, joint ventures, and capital sourcing for the company.

Buzz Roberts, Vice Chair

Buzz is the recently retired president/CEO of the National Association of Affordable Housing Lenders. NAAHL is the national coalition of profit- and mission-motivated capital providers for affordable housing and underserved communities.

Andy VanHorn, Secretary

Andy is the head of Real Estate for the Washington Commanders Football Team. He leads site selection efforts for the new team stadium, support facilities and adjacent real estate. He works closely with land seller(s), government entities and local officials, and is responsible for the design, construction and completion of all real estate elements associated with the new stadium as well as other team projects and properties in the Washington metro area. Prior to joining the Commanders, he was the President and Chief Development Officer at Dweck Properties. He has decades of experience as a real estate developer in the D.C. Metro region.

John Green, Treasurer

John is Co-founder and Managing Principal of Blackstar Real Estate Partners. With over 20 years of real estate and finance experience, John has managed approximately \$5 billion in commercial, multifamily residential and mixed-use properties.

Carmen Romero, President

True Ground Housing Partners' President and CEO, Carmen joined the staff in 2011 and spent a decade overseeing the real estate team contributing to the creation or preservation of over 1,000 new affordable housing units in the DC region before being named president/CEO in June 2022. Under her leadership, True Ground is building additional developments today in DC, Arlington, Fairfax, Loudoun, and Montgomery counties.

Rita Bamberger

Rita is a Principal and Senior Vice President of The Holladay Corporation, responsible for overseeing acquisition and development projects in the Washington metro area. She joined

Holladay in 1995 and has over 30 years of real estate development experience.

Jeanne Booth

An Assistant Professor of Social Work at George Mason University, Jeanne has over 28 years of experience providing clinical and administrative social work practice in a variety of areas including clinical and crisis social work, housing and homelessness, community engagement and development, criminal and restorative justice, child welfare services, aging and developmental disability services.

Keiva Dennis

Keiva is a Vice President of Community Development Lending, at PNC Bank. Prior, she served as Assistant Vice President of Product Development at Deutsche Bank in New York.

Kyle DeThomas

Associate and Attorney at Ballard Spahr, Kyle's practice focuses primarily on development and disposition of mixed-use, multifamily, and condominium properties in DC, Maryland and Virginia. He specializes in helping buyers and sellers navigate DC's Tenant Opportunity to Purchase Act (TOPA) and Maryland's right of first refusal (ROFR) laws and is also well-versed in real estate finance, land use and zoning, commercial leasing, title and survey matters.

Latasha Edwards

Latasha is a Vice President at LivCor, Blackstone's multi-family asset management firm. She leads asset management for investments in the Mid-West, Northeast, and Mid-Atlantic regions. Prior to joining LivCor, she led asset management for the Mid-Atlantic and Southeast regions at AvalonBay. In addition, during her tenure at AvalonBay, she served on the Black Associate Group Executive Leadership Committee and served as the Executive Sponsor for the company's partnership with A Wider Circle.

Matt Ginivan

Matt is Senior Vice President of Development at JBG SMITH where he is responsible for a diverse portfolio of planned and active mixed-use developments concentrated in Arlington, Virginia.

Chris Hanessian

Chris is the President and CEO of Snell Construction Corporation, responsible for the company's performance and its assets including multi-family, office, hotel, development, and public and private market investments. Prior to working for Snell, Chris worked for over 20 years with University Town Center, LLC (located in Maryland) and its affiliates, the last 10 years serving as its Chief Operating Officer.

Ted Hicks

Ted is a True Ground Housing Partners resident and brings valuable knowledge and experience to our Board. He is retired and has held a variety of roles throughout his career including Property Manager, Personal Injury Investigator, and was the founder of the Arna Valley Community Health Clinic.

Amit Kulkarni

Formerly the VP, Brand & Creative at Realtor.com, Amit now serves as the Chief Marketing Officer of Bright MLS. He has over two decades of experience leading marketing, creative and brand teams, and has a track record of marrying data and insights with creativity to serve as a catalyst for growth.

Alicia Plerhoples

Alicia is the Paul and Patricia Saunders Professor in Business Law, Anne Fleming Research Professor of Law, Associate Dean for Clinics and Experiential Learning, and Director | Social Enterprise & Nonprofit Law Clinic at Georgetown Law.

Colette Porter

Colette currently serves as Senior Director, Chief of Staff to the EVP, and Multifamily Division Leader at Fannie Mae. Colette joined Fannie Mae 29 years ago, and has held various positions relating to affordable lending, corporate investments and customer management within the single-family and multifamily divisions in Washington D.C., and Pasadena, CA.

Pam Rothenberg

Pam is a Partner at Womble Bond Dickinson (US) LLP. She is widely regarded and sought out as one of the leading national and regional practitioners in multifamily and mixed-use real estate transactions.

Robert Rozen

Bobby is a policy consultant with his own firm concentrating on legislative and regulatory tax issues relating to affordable housing and community economic development. He retired in 2016 as a partner from Washington Council, a unit of Ernst & Young that provides advocacy services to clients on a range of federal regulatory and legislative issues.

Tannia Talento

Tannia is the Regional Director of Northern Virginia for U.S. Senator Mark R. Warner. Prior to her current role, Tannia was a former Chairwoman of the Arlington School Board and served on the School Board from 2017-2020. Tannia is a recognized Latina community leader and advocate in Arlington.

LaTasha Waddy

As General Counsel and Chief Compliance Officer, NFM Inc., LaTasha oversees all legal and compliance issues for NFM's multistate non-depository corporate and retail branch operations in over 40 states.

Kevin Yam

Kevin was previously a partner at Iron Point and served on the Valuation Committee, ESG Committee, and the Investment Committee of each of the Iron Point funds. Kevin joined Iron Point in 2009 and had responsibility for originating and structuring investment opportunities, acquisition due diligence, transaction execution, and asset management. His new position will be announced in April 2025.

Internal Revenue Service

Arlington Partnership for

Arlington, VA 22207

Affordable Housing, Inc. 1802 N. Wakefield Street

employee to the strong white three

Department of the Treasury

Washington, DC 20224

Person to Contact: Jim Joseph

Telephone Number: (202) 566-3893

Refer Reply to: E:E0:R:1-1

DEC 1 8 1990

Employer Identification Number: 54-1515133

Table of the land of bank Key District: Baltimore of the baltime

Accounting Period Ending: December 31 Foundation Status Classification: 509(a)(2)

Advance Ruling Period Begins: September 25, 1989 Advance Ruling Period Ends: December 31, 1993

al bods from 990 Required: Yes any and to be seen

one Internal Bewonds but the free pay the religion of the sure was

The year to exact and charge each

the mean action and the date and taken within Dear Applicant:

II. Manual Valley To Avelow Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

nessens with resource to the anessen Because you are a newly created organization, we are not now making a final determination of your foundation status under section 509(a) of the Code. However, we have determined that you can reasonably be expected to be a publicly supported organization described in the section(s) shown above.

Accordingly, you will be treated as a publicly supported organization, and not as a private foundation, during an advance ruling period. This advance ruling period begins and ends on the dates shown above. The belone buy there do data to yet they

Within 90 days after the end of your advance ruling period, you must submit to your key District Director information needed to determine whether you have met the requirements of the applicable support test during the advance ruling period. If you establish that you have been a publicly supported organization, you will be classified as a section 509(a)(1) or 509(a)(2) organization as long as you continue to meet the requirements of the applicable support test. If you do not meet the public support requirements during the advance ruling period, you will be classified as a private foundation for future periods. Also, if you are classified as a private foundation, you will be treated as a private foundation from the date of your inception for purposes of sections 507(d) and 4940.

es dous compendante conducts considered over the

benefit dinners, auctions, membership drives, etc., where something of value is received in return for contributions, you can help your donors avoid difficulties with their income tax returns by assisting them in determining the proper tax treatment of their contributions. To do this you should, in advance of the event, determine the fair market value of the benefit received and state it in your fund-raising materials such as solicitations, tickets, and receipts in such a way that your donors can determine how much is deductible and how much is not. To assist you in this, the Service has issued Publication 1391, Deductibility of Payments Made to Organizations Conducting Fund-Raising Events. You may obtain copies of Publication 1391 from your key district office.

In the heading of this letter we have indicated whether you must file Form 990, Return of Organization Exempt from Income Tax. If Yes is indicated, you are required to file Form 990 only if your gross receipts each year are normally more than \$25,000. If your gross receipts each year are not normally more than \$25,000, we ask that you establish that you are not required to file Form 990 by completing Part I of that Form for your first year. Thereafter, you will not be required to file a return until your gross receipts exceed the \$25,000 minimum. For guidance in determining if your gross receipts are "normally" not more than the \$25,000 limit, see the instructions for the Form 990. If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of \$10 a day is charged when a return is filed late, unless there is reasonable cause for the delay. The maximum penalty charged cannot exceed \$5,000 or 5 percent of your gross receipts for the year, whichever is less. This penalty may also be charged if a return is not complete, so please be sure your return is complete before you file it.

You are required to make your annual return available for public inspection for three years after the return is due. You are also required to make available a copy of your exemption application, and supporting documents, and this exemption letter. Failure to make these documents available for public inspection may subject you to a penalty of \$10 per day for each day there is a failure to comply (up to a maximum of \$5,000 in the case of an annual return). See Internal Revenue Service Notice 88-120, 1988-2 C.B. 454, for additional information.

You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated

Form 872-C

(Rev. March 1986)

Department of the Treasury—Internal Revenue Service

Consent Fixing Period of Limitation Upon Assessment of Tax Under Section 4940 of the Internal Revenue Code

(See Form 1023 instructions for Part IV, line 3.)

OMB No. 1545-0056 Expires 3-31-89

To be used with Form 1023. Submit in duplicate.

Under section 6501(c)(4) of the Internal Revenue Code, and as part of a request filed with Form 1023 that the organization named below be treated as a publicly supported organization under section 170(b)(1)(A)(vi) or section 509(a)(2) during an advance ruling period,

Arlington Partnership	For Affordable Housin	ng, Inc.	
(Exact legal 1802 N. Wakefield St.	name of organization) , Arlington, Virginia	2220 and the	District Director of Internal Revenue
(Number, street, cit	y or town, state, and ZIP code)		Baltimore, MD

Consent and agree that the period for assessing tax (imposed under section 4940 of the Code) for any of the 5 tax years in the advance ruling period will extend 8 years, 4 months, and 15 days beyond the end of the first tax year.

However, if a notice of deficiency in tax for any of these years is sent to the organization before the period expires, then the time for making an assessment will be further extended by the number of days the assessment is prohibited, plus 60 days.

Ending date of first tax year December 31, 1989

Name of organization	Date
arlington Partnership For Affordable	Housing, Inc. November 6, 1989
Officer or trustee having authority to sign	
Signature > Thomas / Jake	Thomas P. Leckey, President
District Director	Date
The Jimes	1-24-90
By D. S. Ofterson-White - Group	Maruen
For Paperwork Reduction Act Notice, see page 1 of the Form 1023 instruc	tions.

DEPARTMENT OF THE TREASURY

INTERNAL REVENUE SERVICE DISTRICT DIRECTOR 31 HOPKINS PLAZA BALTIMORE, MD 21201

Date: MAY 1 7 1994

ARLINGTON PARTNERSHIP FOR AFFORDABLE HOUSING INC 1802 N WAKEFIELD ST ARLINGTON, VA 22207 Employer Identification Number:
54-1515133
Case Number:
524126086
Contact Person:
MRS. M. SMITH
Contact Telephone Number:
(410) 962-7963
Our Letter Dated:
December 1990
Addendum Applies:

Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization that is not a private foundation until the expiration of your advance ruling period.

Yes

Your exempt status under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3) is still in effect. Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Code because you are an organization of the type described in section 509(a)(2).

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(2) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(2) organization.

If we have indicated in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,

July Junigto

Enclosure: Addendum

ARLINGTON PARTNERSHIP FOR

Guidelines under which private foundations may rely on this determination, for gifts, grants, and contributions made after March 13, 1989, were liberalized and published in Rev. Proc. 89-23, Cumulative Bulletin 1989-1, page 844.

You are required to make available for public inspection a copy of your exemption application, and supporting documents, and this exemption letter. If you are required to file an annual information return, you are also required to make a copy of the return available for public inspection for three years after the return is due. Failure to make these documents available for public inspection may subject you to a penalty of \$10 per day for each day there is a failure to comply (up to a maximum of \$5,000 in the case of an annual return). See Internal Revenue Service Notice 88-120, 1988-2 C.B. 454, for additional information.



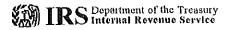
KANSAS CITY MO 64999-0038

006514.503172.380423.9695 1 AB 0.593 532



TRUE GROUND HOUSING PARTNERS 4318 N CARLIN SPRINGS RD ARLINGTON VA 22203-2006

006514



KANSAS CITY MO 64999-0038

In reply refer to: 0941426155 Dec. 16, 2024 LTR 4168C 0 54-1515133 000000 00 00021722

00021722 BODC: TE

TRUE GROUND HOUSING PARTNERS
4318 N CARLIN SPRINGS RD
ARLINGTON VA 22203-2006



006514

Employer ID number: 54-1515133

Form 990 required: Yes

Dear Taxpayer:

We're responding to your request dated Dec. 05, 2024, about your tax-exempt status.

We issued you a determination letter in Dec 1990, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c) (03).

We also show you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Section 509(a)(2).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If you're required to file a return, you must file one of the following by the 15th day of the 5th month after the end of your annual accounting period:

- Form 990, Return of Organization Exempt From Income Tax
- Form 990EZ, Short Form Return of Organization Exempt From Income
 Tax
- Form 990-N, Electronic Notice (e-Postcard) for Tax-Exempt Organizations Not Required to File Form 990 or Form 990-EZ
- Form 990-PF, Return of Private Foundation or Section 4947(a)(1)
 Trust Treated as Private Foundation

According to IRC Section 6033(j), if you don't file a required annual information return or notice for 3 consecutive years, we'll revoke your tax-exempt status on the due date of the 3rd required return or notice.

You can get IRS forms or publications you need from our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions, call 877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific

0941426155 Dec. 16, 2024 LTR 4168C 0 54-1515133 000000 00 00021723

TRUE GROUND HOUSING PARTNERS 4318 N CARLIN SPRINGS RD ARLINGTON VA 22203-2006

time).

Thank you for your cooperation.

Sincerely yours,

Mrs. Sewell

Mrs. Sewell Program Manager

Tab J:

Relocation Plan and Unit Delivery Schedule (MANDATORY-Rehab)

This deal does not require information behind this tab.

Tab K.1

Revitalization Area Certification



Revitalization Area

General Instructions

To qualify for revitalization area points available under the QAP (13 VAC 180-60(E)(2)(c)), select one of the following and provide sufficient supporting documentation:

- The development is located in either of the following, as defined by HUD: a Qualified Census Tract; or a Targeted Area, wherein 70% or more of the families have incomes which are ≤ 8 statewide median income [NOTE: these census tracts are included in the definition of Targeted Area for single-family lending purposes but do not include ACEDS].
- 2. The development is located in a redevelopment area, conservation area or rehabilitation district created by a city or county, pursuant to VA Code §36-1 et seq. Documentation <u>must</u> (a) demonstrate that area exists at the time of application; (b) accurately depict area boundaries; and (c) clearly show that the proposed development lies or will lie within those boundaries.
- 3. The development is located in a revitalization area designated by resolution adopted pursuant to the terms of VA Code § 36-55.30:2 for the purpose of enabling Virginia Housing to provide financing to either a mixed-income or mixed-income/mixed-use development. Documentation <u>must</u> include a resolution from the locality supporting the development's s location within the revitalization area. Please contact Rental Housing development to obtain the appropriate form resolution.
- 4. The development is located in a Housing Rehabilitation Zone established through an ordinance created by a city, county or town pursuant to VA Code §36-55.64. Documentation <u>must</u> include a copy of the ordinance with support that the development lies within the Rehabilitation Zone.
- 5. The development is located In an opportunity zone designated by the Commonwealth pursuant to the Federal Tax Cuts and Jobs Act of 2017 (PL 115-97) and has a binding commitment of funding acceptable to Virginia Housing.
- 6. The development is located in a jurisdiction that confirms that the development, as proposed to be constructed or rehabilitated, will utilize new or existing housing as part of a community revitalization plan. <u>Must</u> use Virginia Housing's Community Revitalization Plan Form Letter.
- 7. The development is located on land owned by federally recognized or Virginia-recognized Tribal Nations located within the present-day external boundaries of the Commonwealth.



Loudoun County, Virginia www.loudoun.gov

Office of the County Administrator

1 Harrison Street, S.E., 5th Floor, P.O. Box 7000, Leesburg, VA 20177-7000 Telephone (703) 777-0200 • Fax (703) 777-0325

At a business meeting of the Board of Supervisors of Loudoun County, Virginia, held in the County Government Center, Board of Supervisors Meeting Room, 1 Harrison Street, S.E., Leesburg, Virginia, on Tuesday, December 5, 2017 at 5:00 p.m.

IN RE: Resolution Designating Revitalization Area to Support Applications for Low Income Housing Tax Credits (Countywide)

Vice Chairman Buona moved that the Board of Supervisors approve the resolution designating the Suburban Policy Area as a Revitalization Area to support Low Income Housing Tax Credit applications in the competitive tax credit allocation process (provided as Attachment 1 to the December 5, 2017, Board of Supervisors Business Meeting Supplemental Action Item).

Seconded by Supervisor Volpe.

RD ÓF SUPERVISORS

Voting on the Motion: Supervisors Buona, Higgins, Letourneau, Meyer, Randall, Saines, Umstattd, and Volpe – Yes; None – No; Supervisor Buffington – Absent for the Vote.

A COPY TESTE:

Item 05, Resolution Designating Revitalization Area to Support Applications for Low Income Housing Tax Credits

RESOLUTION DESIGNATING A PORTION OF LOUDOUN COUNTY, VIRGINIA A REVITALIZATION AREA

WHEREAS, pursuant to Section 36-55.30:2.A of the Code of Virginia of 1950, as amended, the Board of Supervisors of the County of Loudoun, Virginia, desire to designate the Suburban Policy Area as shown on Exhibit A, attached hereto, as a Revitalization Area.

NOW, THEREFORE, BE IT HEREBY DETERMINED as follows:

- the commercial, industrial or other economic development of the Revitalization Area will benefit Loudoun County but the Revitalization Area lacks the affordable housing needed to induce manufacturing, industrial, commercial, governmental, educational, entertainments, community development, healthcare or nonprofit enterprises or undertakings to locate or remain in the Revitalization Area; and
- 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 the Revitalization Area and will induce other persons and families
 to live within the Revitalization Area and thereby create a desirable economic mix of
 residents in the Revitalization Area.

NOW, THEREFORE, BE IT HEREBY RESOLVED that pursuant to Section 36-55.30:2.A of the Code of Virginia of 1950, as amended, the Board of Supervisors of Loudoun County hereby designates the Suburban Policy Area as shown on Exhibit A, attached hereto, as a Revitalization Area.

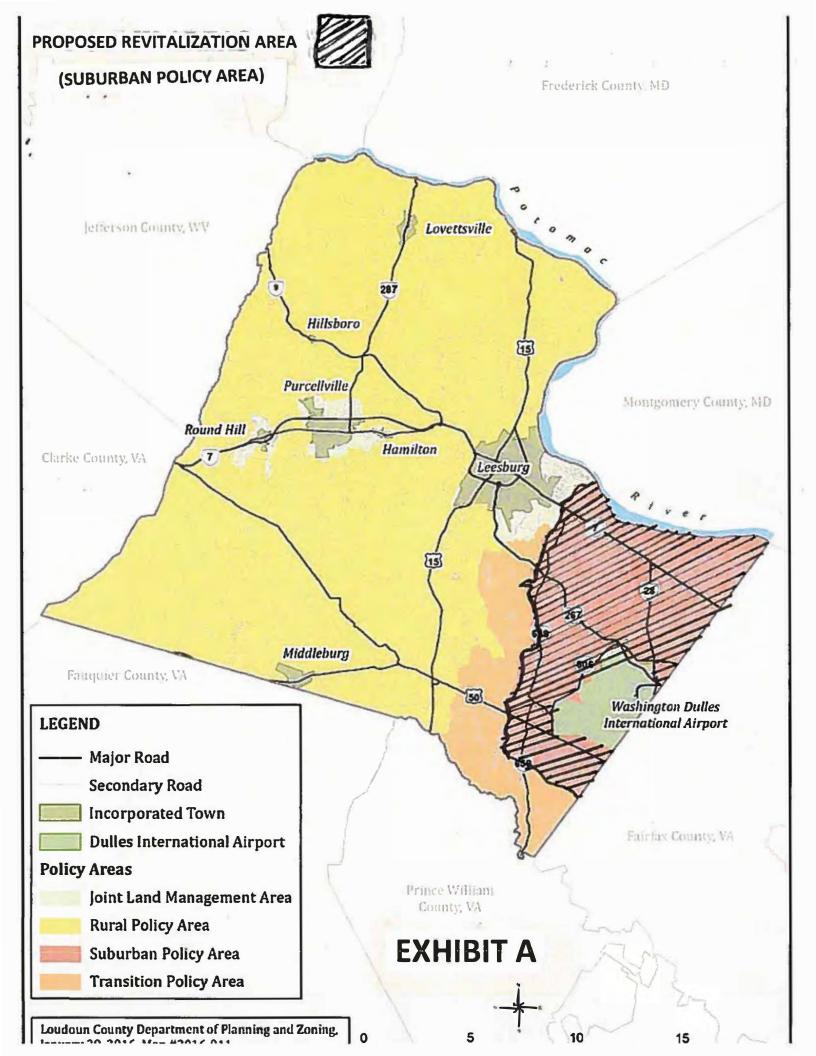
Phyllis Randall,

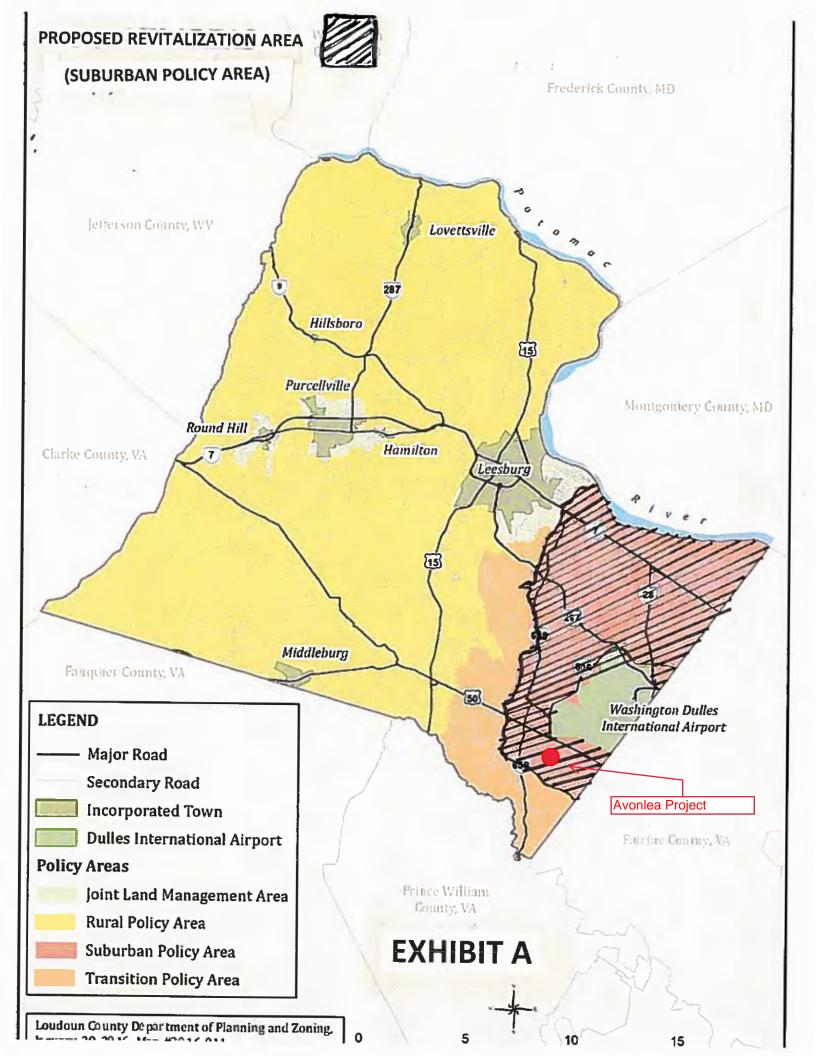
Chairman, Board of Supervisors

ATTEST:

Tim Hemstreet Clerk to the Board

Adopted by the Board of Supervisors of Loudoun, Virginia, this 5¹² day of **December**, 2017.





Tab K.2

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



Date: 6/25/2025

PLANNERS **ENGINEERS** LANDSCAPE ARCHITECTS LAND SURVEYORS

Surveyor's Certification to Proximity to Transportation

то:	601 Se Richm	nia Housing outh Belvidere Street nond, Virginia 23220 redit Reservation Request	
		of Development: of Owner/Applicant:	Avonlea Family (Avonlea Phase 2 Four LP) Avonlea Phase 2 Four Limited Partnership
RE:	Avonl	ea Block 2 Phase 2	
Ladies	s and Ge	ntlemen:	
			rt of the Owner's Application for Reservation of Low Income the Internal Revenue Code of 1986, as amended.
		ue investigation of the site a street boundary entrance to	and any other matters as it deemed necessary this form certified the property is within:
	2,640 station		st access point to an existing commuter rail, light rail or subway
×	to be b	feet or ¼ mile of the neares built in accordance with exist and proffers with this form.	st access point to an existing public bus stop or a public bus stop sting proffers. If the public bus stop is proffered, include copy of
			WEALTH OF LE
Firm N	Name:	Urban, Ltd.	
By:		Ryan G. David, PE	Ryan G. Devid Lie No. 038229
Its:		Principal T	Title 2015

Urban, Ltd. 7712 Little River Turnpike Annandale, Virginia 22003 PH 703.642.8080 FX 703.642.8251 www.urban-ltd.com

Tab L:

PHA / Section 8 Notification Letter



PHA or Section 8 Notification Letter

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

General Instructions

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

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

PHA or Section 8 Notification Letter

Date:	June 10, 2025	***************************************				
To:	Loudoun County I	Loudoun County Department of Housing and Community Development				
	P.O. Box 7000	P.O. Box 7000				
	Leesburg, VA 20)177-7000				
Re:	Proposed Affordable H	ousing Develop	ment			
	Name of Development	Name of Development: Avonlea Family (Avonlea Phase 2 Four LP)				
	Name of Owner: AVO	nlea Phase	2 Four L	imited Par	tnership	
your juriso We expec	diction. We are in the pro t to make a representation or Section 8 waiting list.	cess of applying in in that applica Units are expect	for federal leation that we	ow-income ho will give leasi	ousing development to be ousing tax credits from Virg ng preference to househo vailable for occupancy beg	ginia Housing. Ids on the
Developm	ving is a brief description nent Address: Final a Pinebrook Road				m address is:	
Chantil	ly, VA 20152					·
Proposed	improvements:					
	New Construction:	# Units	67	# Buildings	1	
	Adaptive Reuse	# Units		# Buildings		
	Rehabilitation:	# Units	***************************************	# Buildings		
Proposed	Rents:					
	Efficiencies:	\$	/ month			
	1 Bedroom Units:	\$ 1,770.00	/ month			
	2 Bedroom Units:	\$ 2,118.00	/ month			
	3 Bedroom Units:	\$	/ month			
	4 Bedroom Units:	Ś	/ month			

Other Descriptive Information:
Development of a vacant parcel of land to produce 67 new units of 100% affordable family rental housing
Amenities include onsite leasing/property management, community rooms, onsite resident services office
laundry, and surface parking. The development includes a mix of 1BR and 2BR units.
The development is in proximity to transit.
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 $\frac{703-276-7444}{}$.
Please acknowledge receipt of this letter by signing below and returning it to me.
Sincerely yours. Name Kim Painter Title Assistant Secretary
To be completed by the Local Housing Authority or Sec 8 Administrator:
Seen and acknowledged by: Jeorge Jovan
Printed Name: George Govan
Title: Director, Dept. of Finance & Procurement, and Interim Director, Dept. of Housing & Community Development
Phone: _571-627-7428

Date: __June 13, 2025

Tab M:

Locality CEO Response Letter

This deal does not require information behind this tab.

Tab N:

Homeownership Plan

This deal does not require information behind this tab.

Tab O:

Plan of Development Certification Letter

This deal does not require information behind this tab.

Tab P:

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

This deal does not require information behind this tab.

Tab Q:

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

This deal does not require information behind this tab.

Tab R:

Documentation of Utility Allowance calculation



2/28/2025

True Ground Housing Partners Mitchell Crispell, 4318 N Carlin Springs Rd Arlington, VA 22203

Re: Utility Analysis – Avonlea Family Phase 2 Four LP

Dear Mitchell Crispell,

Per your request, we have completed energy modeling and water use analysis for the Avonlea Family Phase 2 Four LP project in Chantilly, VA in order to provide an estimate of monthly utility cost for each model of apartment.

Please review the attached report detailing the results of this analysis and contact me should you have any questions regarding its contents.

Sincerely,

Matthew Cunningham Technical Consultant

Mit Coma

encl.















ESTIMATING UTILITY USAGE

Avonlea Family Phase 2 Four LP Chantilly, VA

February 28, 2025

Prepared by:

MaGrann Associates

1201 Connecticut Avenue NW, #660 • Washington, D.C. 20026

MaGrann Associates Page 2 of 8

1.0 Executive Summary

MaGrann Associates was contracted by True Ground Housing Partners to perform energy modeling on the Avonlea Family Phase 2 Four LP located in Chantilly, VA in order to provide an estimate of monthly utility cost for each model of apartment in the property. The analysis was performed using the Ekotrope Version 4.2.2 software incorporating all of the specifications noted on the plans that were provided by the client. A detailed list of specifications & any assumptions made in the model is attached to the end of this report.

The "energy consumption model" used for each unit type is in compliance with IRS regulation 1.42-10 (4)(ii)(E). The energy consumption model took into account unit size, building orientation, design & materials, mechanicals systems, appliances, and characteristics of the building location. The estimates are limited to only residential units and do not include common areas. The estimates are based on current utility rates obtained from the local electric and gas companies serving this property. A summary table of the results & a list of specifications & assumptions used in the modeling are attached to this report.

MaGrann Associates Page 3 of 8

2.0 Results

Project	Model Type	# Bedrooms	Projected Annual Energy Costs					
			Heating	Cooling	Water Heating Cost	Lights & Appliances	Service Charges	То
	1BR Middle Inner 1A	1	\$166	\$28	\$40	\$396	included	\$6
	1BR Over Garage Inner 1A	1	\$173	\$23	\$40	\$402	included	\$6
	1BR Over Garage Inner 1B	1	\$173	\$27	\$41	\$425	included	\$1
	1BR Middle Inner 1B	1	\$160	\$28	\$40	\$425	included	\$1
	1BR Upper Inner 1B	1	\$156	\$32	\$40	\$425	included	\$1
	1BR Upper Inner 1A	1	\$149	\$31	\$40	\$402	included	\$
	1BR Middle Inner 1C-HC	1	\$167	\$23	\$42	\$402	included	\$
	1BR Upper Inner 1C-HC	1	\$151	\$26	\$42	\$402	included	\$
	1BR Over Garage Inner 1C-HC	1	\$174	\$22	\$42	\$402	included	\$
	1BR Over Garage Inner 1D	1	\$174	\$22	\$42	\$402	included	\$
	1BR Middle Inner 1D	1	\$167	\$23	\$42	\$402	included	\$
	1BR Upper Inner 1D	1	\$151	\$26	\$42	\$402	included	\$
	2BR Middle Inner 2A	2	\$187	\$29	\$60	\$475	included	\$
	2BR Over Garage Inner 2A	2	\$226	\$29	\$60	\$475	included	\$
	2BR Upper Inner 2A	2	\$195	\$35	\$60	\$475	included	\$
	2BR Upper End 2B	2	\$244	\$58	\$56	\$482	included	\$
	2BR Middle End 2B	2	\$237	\$52	\$56	\$482	included	\$
	2BR Over Garage Inner 2C	2	\$238	\$29	\$60	\$483	included	\$
	2BR Upper Inner 2C	2	\$204	\$34	\$60	\$483	included	\$
Avonlea II	2BR Over Garage End 2D	2	\$238	\$46	\$60	\$483	included	\$
Avoniea II	2BR Middle Inner 2C	2	\$196	\$30	\$60	\$483	included	\$
	2BR Middle End 2D	2	\$195	\$47	\$60	\$484	included	\$
	2BR Upper End 2D	2	\$202	\$53	\$60	\$484	included	\$
	2BR Over Garage End 2E	2	\$250	\$41	\$56	\$471	included	\$
	2BR Middle End 2E	2	\$210	\$42	\$56	\$471	included	Ş
	2BR Over Garage End 2F	2	\$231	\$50	\$61	\$467	included	\$
	2BR Upper End 2E	2	\$215	\$47	\$56	\$471	included	\$
	2BR Middle End 2F	2	\$192	\$50	\$61	\$467	included	\$
	2BR Upper End 2F	2	\$197	\$55	\$60	\$467	included	\$
	2BR Over Garage End 2G	2	\$259	\$58	\$60	\$492	included	\$
	2BR Over Garage End 2H	2	\$248	\$57	\$60	\$490	included	\$
	2BR Middle End 2G	2	\$212	\$59	\$60	\$493	included	\$
	2BR Middle End 2H	2	\$203	\$58	\$59	\$491	included	Ş
	2BR Upper End 2H	2	\$210	\$64	\$59	\$490	included	\$
	2BR Upper Inner 2J	2	\$222	\$39	\$61	\$510	included	\$
	2BR Middle Inner 2J	2	\$212	\$32	\$61	\$510	included	\$
	2BR Middle Inner 2K-HC	2	\$192	\$31	\$60	\$474	included	\$
	2BR Middle End 2L-Type A	2	\$212	\$59	\$60	\$495	included	\$
	2BR Upper Inner 2K-HC	2	\$200	\$37	\$60	\$474	included	\$
	2BR Upper End 2L-Type A	2	\$219	\$65	\$60	\$495	included	\$8

Bedrooms	Average Annual Cost per Unit Type (\$/yr)		
1	\$638		
2	\$804		

Utilities	Ent	Enter Allowances by Bedroom Size				
	0-B	R 1-BR	2-BR			
Heating	N/A	A 14	18			
Air Conditioning	N/A	Α 2	4			
			_			
Cooking	N/A	A N/A	N/A			
1: 1:: 0						
Lighting &	NI /	24	40			
appliances	N/A	A 34	40			
Hot Water	N/A	A 3	5			
Tiot Water	14//					
Water	N/A	A 22	29			
Sewer	N/A	A N/A	N/A			
Trash	N/A	A N/A	N/A			
Total utility allowance for costs						
paid by tenant monthly	\$0	\$75	\$96			

These results are based on the current utility rates inclusive of all taxes and other fees as of 2/2025 obtained from the utility companies directly listed below:

Dominion VA:

Monthly Service Charge: \$7.48 \$/kWh Charge: \$0.13

3.0 Specifications & Assumptions Used in Energy Model

- R-21 fiberglass batt insulation with R-9 exterior continuous insulation
- Full roof truss of blown-in insulation, approximately R-86
- Windows U-0.25/ SHGC-0.23
- Refrigerator 646 kWh/yr
- 1 bedrooms have 19 SEER2 / 10.2 HSPF2 split systems
- 2 bedrooms have 18.4 SEER2 / 10.4 HSPF2 split systems
- Total Duct leakage is 80 CFM25
- DOAS is 9.7 ER / 3.2 COP
- 2 bedrooms have 3.45 UEF HPWH 50 gallons
- R-3 hot water pipe insulation
- Apartment air leakage of 0.30 CHM/sf
- Continuous bath exhaust

MaGrann Associates Page 6 of 8

ESTIMATING WATER USAGE

Per your team's request, we have completed a water use analysis for the Avonlea II project in Chantilly, VA to provide an estimate of water cost for each model of apartment. The sewer cost is owner paid.

Please review the attached report detailing the results of this analysis and contact me should you have any questions regarding its contents.

1.0 Results

Avonlea II: Water & Sewer Analysis												
Monthly Costs Annual Costs Combined Costs												
	# BR	# Occupants	Total Proposed Gallons/year	1000gal/ year	1000gal /month	Water	Sewer	Water	Sewer	Monthly Cost	Annual Cost	# Similar
1BR	1	2	30245	30.24	2.52	\$22	\$19	\$259	\$232	\$41	\$491	55
2BR	2	3	42527	42.53	3.54	\$29	\$26	\$346	\$308	\$54	\$653	12
Whole Building						\$1,534	\$1,370	\$18,403	\$16,444	\$2,904	\$34,846	

1.1 Utility Rates

Loudoun Water

Monthly Water Service Charge: \$3.80 per unit
Monthly Sewer Service Charge: Owner Paid
Water \$/1000 gal: \$7.06
Sewer \$/1000 gal: Owner Paid

2.0 Assumptions

<u>Fixture Flow Rate</u>				
Fixture Flow Rate				
Baseline Toilets (GPF)	1.28			
Baseline Showerheads (GPM)	1.80			
Baseline Bathroom Faucets (GPM)	0.50			
Baseline Kitchen Faucets (GPM)	1.50			

MaGrann Associates Page 7 of 8

MaGrann Associates

Performance • Partnership • Purpose

<u>Fixture Use</u>					
Fixture Type	Duration per use High	Uses/ Day/ Occupant			
Toilets	-	5			
Showerheads	600	1			
Bathroom Faucets	30	5			
Kitchen Faucets	80	4			

Dishwasher and Clothes Washer: Energy Star Labeled

MaGrann Associates Page 8 of 8

Tab S:

Supportive Housing Certification and/or Resident Well-Being

This deal does not require information behind this tab.

Tab T:

Funding Documentation

This deal does not require information behind this tab.

Tab U:

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



Virginia Housing Free Renter Education Acknowledgement for Residents of AvonLea Family (Avonlea Phase 2 Four LP)

I, acknowledge that I have received information regarding the Virginia Housing free renter education to tenants.
I understand that it is my responsibility to review the materials available at the link provided here: https://www.virginiahousing.com/renters . From this website, I can review the following educational topics:
 Rental Search Renter Education Online Course Renter Education Guide eBook Fair Housing Resources Renter Rights and Responsibilities Renter Programs Housing Counselors
By signing below, I acknowledge that I have read this form and understand how to access th Virginia Housing free renter education materials.
Resident Name:

Tab V:

Nonprofit or LHA Purchase Option or Right of First Refusal



June 26, 2025

Virginia Housing Attn: Tax Credit Programs 601 South Belvidere Street Richmond, VA 23220

RE: Avonlea Family Applicant: Avonlea Family Phase 2 Four LP

Dear Virginia Housing:

We are not claiming points for this category.

Sincerely,

True Ground Housing Partners, Inc.

Tab W:

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

Providing free Wi-Fi at AvonLea Family (Avonlea Phase 2 Four LP)

Overview

1.) Security and Maintenance

- a. Contract with an IT provider to install and maintain a firewall at the router level to prevent intrusion attempts.
- b. Use same IT provider to maintain the deployed technology.

2.) Education

- a. Provide computer basics and internet safety training intermittently as optional for residents to attend. Include lessons as part of package to disburse to residents.
 - i. Lessons included on page 5.
- b. Include disclaimers and internet security guidance in the Acceptable Use Policy (page 3) and the Acknowledgment (page 4) about inherent risks in using the internet.



Acceptable Use Policy

Residents of Avonlea Family (Avonlea Phase 2 Four LP) must agree to and follow the acceptable use policy when using the Avonlea Family (Avonlea Phase 2 Four LP) network.

- 1. All AvonLea Family (Avonlea Phase 2 Four LP) Residents must adhere to all federal and state laws when using Avonlea Four's network, services and/or internet access.
- 2. Spam may not be distributed using mail servers connected to the Avonlea Family (Avonlea Phase 2 Four LP) network. Any computer on the Avonea Family (Avonlea Phase 2 Four LP) network that is infected with spam generating software and that distributes spam, with or without the Owner's knowledge or consent, may be disconnected from or denied access to the Avonlea Family (Avonlea Phase 2 Four LP) network at the discretion of Avonlea Family (Avonlea Phase 2 Four LP).
- 3. Viruses, malware, or other malicious code may not be distributed using computers connected to the Avonlea Four network. Any computer on the Avonlea Family (Avonlea Phase 2 Four LP) network that is infected with malicious code and distributes malicious software, even without the Owner's knowledge or consent, may be disconnected from the network at the discretion of Avonlea Family (Avonlea Phase 2 Four LP).
- 4. Illegal file sharing is not allowed, and computers engaged in such activity may not be connected to the AvonLea Family (Avonlea Phase 2 Four LP) network. Any computer on the AvonLea Family (Avonlea Phase 2 Four LP) network that is infected with illegal file sharing software and distributes copyrighted materials, even without the Owner's knowledge or consent, may be disconnected from the AvonLea Family (Avonlea Phase 2 Four LP) network at the discretion of AvonLea Family (Avonlea Phase 2 Four LP).
- 5. The service is designed for personal, general Internet use including streaming, web surfing, email access, and all other possible legal online activities. Residents are not allowed to host public servers of any kind or use static IPv4 IP addresses. AvonLea Family (Avonlea Phase 2 Four LP) may disconnect Residents who use the service for activities deemed to exceed typical residential use.
- 6. You agree to allow personnel of AvonLea Family (Avonlea Phase 2 Four LP) and its partners reasonable access to your unit for proper maintenance of equipment.
- 7. The Access Points being distributed **are property of AvonLea Family (Avonlea Phase 2 Four LP)** and may not be removed from the premises. Should your time at AvonLea Family (Avonlea Phase 2 Four LP) come to an end, you may **not** take the access point with you. Doing so may result in a charge or forfeiture of your security deposit.
- 8. Like any commercially provided Internet Connection, this service is subject to usage monitoring. Anonymity is not guaranteed on the internet. AvonLea Family (Avonlea Phase 2 Four LP) Staff will not have access to browsing data, however AvonLea Family (Avonlea Phase 2 Four LP) will be alerted by the data center, the connection provider, should they detect a unit misusing the service as outlined in sections 1, 2, 3, 4, or 5. Gross misuse may result in the entire building being cut off by the data center, disrupting your neighbors as well.
- 9. Using the internet has inherent risks, be aware of the sites you navigate to, make sure they are using https (which you can verify by looking at the status bar) and don't give out personal information unless you have verified the legitimacy of a website.
- 10. AvonLea Family (Avonlea Phase 2 Four LP)'s Acceptable Use Policy may change without notice. All changes will be shared via flyers before taking effect.



Acknowledgement of Goods Received

Unit Number			
First Name			
Last Name			
E-mail			
By signi	ng below, you acknowledge the following:		
	1.) You are currently living at AvonLea Family (Avonwalked through the following materials:	ea Phase 2 Four LP) and yo	ou have been
	a. AvonLea Family (Avonlea Phase 2 Four l	.P)'s Acceptable Use Polic	У
	b. This acknowledgement form		
	2.) That you are receiving one access point for your your unit.	household, and it is curre	ntly installed in
	3.) That the access point you are receiving is the property of the property		
	Four LP). You do not own this Access Point. Sho Phase 2 Four LP) come to an end, you may not to		- 1
	may result in an additional charge or forfeiture of		ou. Doing so
	4.) Should an issue arise with your connectivity, ple		nternet Service
	Provider [to be finalized once a service agreeme		
	unit number. Upon moving into your unit, you wi		
	information. Please contact the leasing office in information. If you damage or break the Access		
	charged for replacing the unit.	rollit by accident of neglig	ence you may be
	5.) If the Access Point or power cable fails on its ow	n, you will not be charged	for replacing the
	unit.		
	6.) The Access Point should not be moved to anoth		ıthorization from
	AvonLea Family (Avonlea Phase 2 Four LP) or AP	AH staff.	
	x		
	Signature	Day	/ Month / Year

Lesson 1Part 1

Introduction to Computing

Introduction

- ▶ Who We Are
- What You Will Learn
- Class time 6PM until 730PM
- ▶ Class Etiquette
 - Breaks, cell phones, questions
- You get out of it what you put into it

A Computer is:

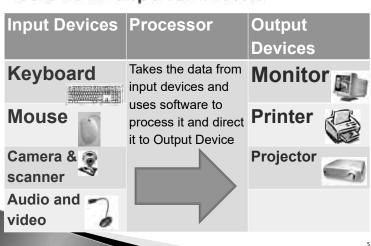
- A machine that manipulates/processes data (inputs) according to a set of instructions and produces/displays an output
- Combination of hardware and software



Hardware and Software

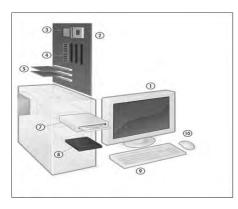
- Hardware Physical parts of the computer.
 Anything that you can touch.
- Software Instruction sets that run on hardware that create files, perform calculations, and display webpages (kind of like a cookbook)

How A Computer Works



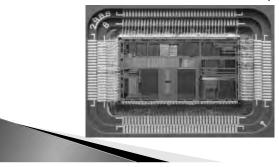
Hardware





Central Processing Unit (CPU)

- The CPU is an electronic circuit that can execute software in MIPS (millions of instructions per second!)
- The CPU is the "brain" of the computer



Mouse

Desktop Mouse

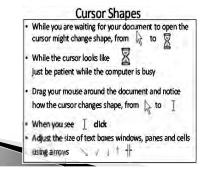


Touchpad - laptop mouse



Mouse Functions

- Click = Press Left Button (Select)
- Double Click = Press Left Button Twice Quickly (Open)
- Right Click = Press Right Button (Options)



Keyboard

Input Device with alpha, numeric, punctuation, symbols, and navigation keys



Home Row: asdf jkl;

Software

- Operating System The software that works with the hardware to control the computer's operations. Most computers have Microsoft Windows (such as Windows 7, Windows Vista)
- Programs The software that users interact with to perform their work. Common applications include Microsoft Word, Excel, PowerPoint, Internet Explorer, and FireFox. Google Chrome

Turning On the Computer



1

Practice: Ctrl + Alt + Del → Enter



Logging Onto Laptop with Student ID & Password



Opening a Program

Use the Start button to access "All Programs"



Then select the program that you want to open



Exercise - Typing Practice

- 1. Open the program "Microsoft Office Word"

 Start > All Programs > Microsoft Office > Microsoft Office Word
- 2. Key in the following Home keys 10 times: asdf jkl; [Enter]
- 3. Key in the following 10 times:
 Your name. Press SHIFT key for upper case letters.

Exercise - More Typing Practice

1. Key in the following 5 times:

Today's date: November 7, 2016

2. Key in the following 5 times:

.,;:/?"

3. Key in the following 5 times:

Your favorite movie or music.

Turning Off or Shut Down Computer



Lesson 1 Part 2

Introduction to Computing

Agenda

- ▶ Computer Desktop
- ▶ Files and Folders
- ▶ Windows
- Memory
- → Keyboarding

Desktop

- What do you keep on a regular desktop?
 - Pens, paper, stapler, paper clips
- What is a Computer Desktop?
 - Place to store frequently accessed programs, files,

photos, etc.



Opening a Program

Use the Start button to access "All Programs"



 Then select the program that you want to open



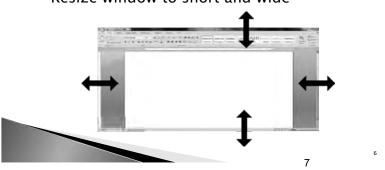
Windows and MS Word

→ Open program → Microsoft Word



Windows

- Exercises:
 - Minimize, Maximize, Close buttor
 - Resize window to tall and thin
 - Resize window to short and wide



5

Windows

- Exercise:
 - Open two windows and place side by side. Why?



Files and Folders

File = electronic version of a document, spreadsheet, presentation, etc.



Folder = used to organize files



Memory

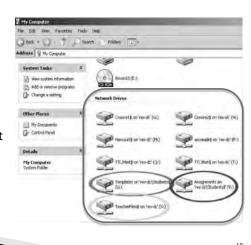
- ▶ Places to store files:
 - Hard Drive My Documents on the computer
 - · DVD -



- Flash Drive -
- ∘ The "Cloud" -
- Discussion of Pros and Cons for each type of memory

Memory

- Another place to store files:
 - Network Drive
 - Company's data system
 - Used only by members of that company



File Exercises

- Save new Word document
 - File > Save As
 - · Choose a file name and save in My Documents
- Create new folder in My Documents
 - Name the folder "Class"
 - Create 3 files in Word: "Resume" "Budget" and "Jobs"
 - Select and Drag each file into the "Class" folder

Keyboarding

- ▶ Home Row
- ▶ Shift
- Backspace and Delete
- ▶ Enter▶ Tab
- Space Bar

R

Keyboarding Practice

- ▶ Type three sentences in "Resume" file.
- REMEMBER TO SAVE YOUR DOCUMENT.
- ▶ Type three sentences in "Jobs" file.
- REMEMBER TO PRACTICE EACH DAY.
- ▶ QUESTIONS!!!!????

Turning Off or Shut Down Computer



13

Lesson 2

Internet Security
Navigating the Internet
Social Media
Voice over Internet Protocol (VoIP)/Chat

Agenda Part 1

- Computer Security—Why?
- Create Strong Passwords
- ▶ Backup/Save Your Data
- Online Banking Primer
- → Buying Things Online
- Online Tracking

Computer Security—Why?

- Anti-Virus Software
 - Microsoft Security Essentials (free), McAfee, Norton: scans your computer for potential viruses.
- Flash Drives
 - Be careful using flash drives from other people.
- Updates
 - Always click 'YES' to Anti-Virus and Windows Updates.
- Firewall
 - NEVER disable the Windows Firewall (ON by default)

Create Strong Passwords

- All passwords must be airtight strong.
 - Reduces chances of hacking and ID theft.
- At least 10 characters with lower case, upper case, and special characters !@#\$%&*
 - Can create a unique phrase or sentence that no one knows or is published. No birthdates, 12345, ABCDE, social security #.
 - · Write down each password and place somewhere safe.
- Use different passwords for EACH account.
 - Computer
 - Online Banking
- Social Media: Facebook, Twitter, Instagram

Create Strong Passwords

- Class Exercise:
 - Create a password together
 - At least 10 characters with lower case, upper case, and special characters !@#\$%&*

Back Up Your Data

- ▶ SAVE, SAVE, SAVE
 - · Save your files early and often!



- Backups
 - Computers can crash one day. Hard drives can become corrupted and viruses can erase files.
 - Periodically save a copy of your files to a flash drive or backup hard drive.
- Cloud Storage
 - Google Drive, Drop Box, backup files regularly
- Magnets
 - NEVER put a magnet near a computer. Can wipe data off the hard drive and ruin the monitor.



Online Banking

- Online Banking
 - · Only access online banking sites from home computer.
 - Never access on a shared computer.
- Key in URL addresses in Browser.
- Don't automatically click links in email.

www.bankofamerica.com

not same as

www.bankofamerica.com.fakewebsite.exe

This is a **DANGEROUS** link.

Buying Things Online

- Only purchase items from well-known websites.
- Ensure the URL contains https and the lock symbol before entering credit card info.
- NEVER wire money as payment.



Online Tracking 1

- Websites remember where you have visited like Google & Facebook.
 - · Why? So they can target sales ads to fit your interests.
- Also, sites are saved on the web browser.
 - · To remove:
 - Firefox: History > Clear Recent History
 - · Chrome: Clear Browsing Data

Online Tracking 2

- Prevent Online Tracking
 - · Sign out of email when searching online.
 - Use Private Browsing.
- Firefox: Preferences > Privacy > Tracking
- Chrome: File > New incognito window

Agenda Part 2

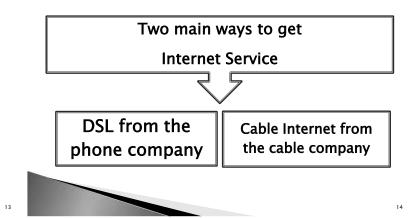
- Popular Uses of the Internet
- Internet Vocabulary
- Cable Internet Service & Connection
- Web Browser
- Format of URL Web Address
- Finding Stuff on the Internet

Popular Uses	of the Internet			
To do this	What to use			
View Websites	Browsers: Firefox, Chrome, Safari, Opera			
Send & receive messages & documents	→ Gmail, Outlook, Yahoo			
 Send and receive short text messages 	▶ Cell phone carriers			
Locate places on a map & get directions	 Google maps, Mapquest, Rand McNally 			

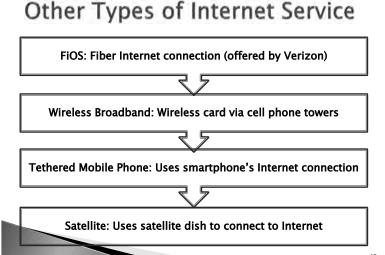
Internet Vocabulary

- Website: One organization's location on the Web.
- Browser: Software used to explore or "surf" the Web.
- URL: Address used to go to a website.
- Link: Text or picture when clicked with your mouse takes you quickly to a website.
 - www.nytimes.com

How Do I Get Internet Service?



Cable Connection Internet Service from the cable company is called Cable Internet Cox, Comcast, etc. are cable companies Cable Internet uses TV cable to connect to the Internet Typically get Cable Internet with Cable TV service



Connecting to the Internet

Computer connects with cables to router



Computer connects wirelessly to router = Wi-Fi



Caveats, snooping, intercepting signals

Web Browsers

- An Application used to view web pages and navigate websites on the Internet
- Opera, Firefox, Safari, Chrome, Microsoft Edge



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MS Edge Web browser

▶ Parts to a Browser Window



Navigating Backward

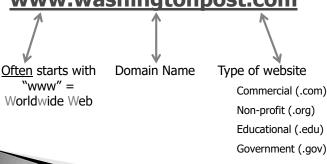
& Forward



- While browsing the internet, the Browser remembers websites visited.
- Use Back Button to return to previous sites.
- Use Forward Button to go in reverse direction.
- Often, when opening a new link, the website will appear in a new Tab or window.

Format of URL Web Address

www.washingtonpost.com



SEARCHING on the Internet

Question: Over 10 billion websites, how do I find the right one?

Answer: Use a search engine & key words.



SEARCHING the Internet (cont'd)

- For example, find information about the Amazon River in South America.
- In the search box, key in Amazon River.



Interpreting Search Results

- Results page shows hundreds of websites or "hits."
- Each "hit" shows:
 - Blue link that takes you to the website.
 - Sample of text from the website.
 - URL of the website (in green).

Number of websites about the Amazon River



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Your Turn on the Internet

- Find the name and height of the tallest mountain in the world.
- Find the name of the winner of the World Cup.
- Find an image of the Washington Wizards logo.
- Using Google maps, find directions from Arlington City (your address in this building) to a Harris Teeter market.

Email Communications

- Email is a way to send electronic messages to anyone in the world instantly.
- ▶ Email Services:
 - Gmail
 - Outlook (reinvented Hotmail)
 - Yahoo!
 - Aol Mail

PC Magazine http://www.pcmag.com/article2/0,2817,2408983,00.asp

Email Security

- Most common way for a computer to be infected with a virus or get hacked.
- Be wary of suspicious looking emails
 - "You just won a prize!"
 - "Your account has been locked."
 - Pay attention to poor grammar, awkward, and unprofessional writing—signs of potential danger.
- ▶ NEVER
 - Open an email from someone you don't know
 - · Open attachments that end in .exe .com .bat
 - · Click on links inside emails

Email Addresses

- Must use an email address to send message to another person.
- Contains a username and a domain separated by the '@' symbol.
- The '@' symbol stands for the word "at."
- Example: john.smith@gmail.com

Email Address vs. URL

- ▶ Email Address
 - · Identifies a person or entity
 - · Always has the @ symbol
 - · Shows the email service provider
 - Example: john.smith@gmail.com
- **▶** URL
 - · Identifies a website
 - · Usually begins with www, name of website, extension
 - Example: www.carpentersshelter.org

Sign Up/Sign In to Email

- If you already have an email account, sign into your account.
- If you don't have an email account, create one by going to www.gmail.com
 - Click "Create an Account" button CREATE AN ACCOUNT
 - Enter a name, username, and create a password.
 - Make sure your password has at least 10 characters with lower case, upper case, and special characters.
 - · See next slide.

Create Strong Passwords

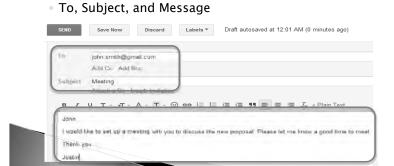
- At least 10 characters with lower case, upper case, and special characters !@#\$%&
- Can create a unique phrase or sentence that no one knows or is published.
- No birthdates, 12345, ABCDE, social security #.
- Write down each password and place somewhere safe.

Compose an Email

Click on the Compose buttor

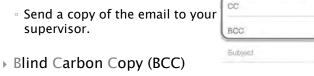
COMPOSE

Three parts to an email:



CC and BCC

Carbon Copy (CC)



- - Send a copy of the email to your supervisor, but do not want the client to know.
 - Not recommended to do. Can forward a copy to your supervisor afterwards.

Reply, Reply All, Forward

- Reply send an email back to someone who sent vou an email.
- Reply All send an email back to everyone who was on the email.
- Forward send an email that you received to someone else.



Exercise

- Send an email to someone in class.
- Ask them "What is your favorite restaurant?"
- Open the email that you receive.
- Reply with the name of your favorite restaurant.

Attachments



- Email can be used to send files.
 - Documents, Spreadsheets, Presentations, Images.
- File size typically limited to 20–25 MB (megabytes).
- Click 'Attach a file' button and locate the file.
 - Typically in 'Documents' or 'Pictures' folder
 - Drag & Drop feature available.

Exercise

- Create a Word document
 - · Type three sentences describing your dream job.
 - Save the document as 'Resume' in 'Documents' folder.
- Compose and send an email to someone in class with 'Resume' document attached.

Email Etiquette

- Resist using Reply All unless applicable. Just use Reply.
- Don't use BCC (may make message look suspicious).
- Don't forward "chain letters" or jokes (especially at the office).
- Don't send anything negative about a person or your company. Why?
 - Any email you send at work may be read by your employer.

Email Etiquette (cont'd)

- Don't send anything in an email you would be uncomfortable seeing on the front page of a newspaper.
- Emails can get forwarded to anyone anywhere.
- NEVER open email attachments from people vou don't know.
 - Most common way to infect a computer virus.

Voice over IP (VoIP)/Chat Communications

- Voice over IP and Chat tools are a way to communicate with someone on another computer or Smart Phone
- Applications include: SKYPE, G-Chat and Google Video, Facebook Messenger, WhatsApp, Face Time, etc.





Voice over IP (VoIP)/Chat Communications (cont'd)

- Applications have many similar features and allow you to chat or share video or have person to person video chats, live
- Applications are available for free and downloadable to your desktop
- > To enjoy enhanced features you can pay extra

Turning Off your Computer



APAH Lesson 3

Advanced Internet Topics



Agenda

- Arlington Co. Dept. of Human Services website
- Arlington Co. Government Website
- "Common Sense Media" (resources for families/parents)
- Library Websites & resources
- "Lynda.com" free to residents with library card
- Resume resources and websites
- Job Searching hints
- Applying for jobs online

Arlington Co. Human Services Main page

- Multi purpose site for all your needs
 - https://departments.arlingtonva.us/dhs



Arlington Co. Human Services (Cont'd)

• "Cards" displaying varied content of interest



Arlington Co. Human Services Website (Cont'd)

The Resident Housing link was selected.



Arlington Co. Govt. Website

URL of website: https://www.arlingtonva.us/



Arlington Human Services Website (Cont'd)

Many aspects of site available in Spanish



Common Sense Media - Why?

Website to assist with families with Children URL:

https://www.commonsensemedia.org/



Common Sense Media

- Independent Non-profit organization that attempts to assist families and their kids in navigating the web and all data out there,
- Provide Movie and Book Reviews,
- Best movies for kids along with reviews,
- Age appropriate information on media.



Arlington Library "Lynda" Website

Lynda.com is a learning website available to Arlington County residents with a valid library card (Now run by *LinkedIn* learning)



"Lynda.com" Website (Cont'd)

 On line courses, certifications, Learn software, creative, and business skills to achieve your personal and professional goals. Join today to get access to thousands of courses.



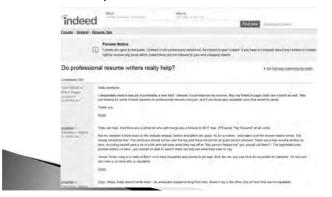
Resume Resources

• Get assistance with writing your resume from many sources on line.



Resume Resources

Get assistance with writing your resume from many sources on line. Indeed.com:



Resume Resources

- Get assistance with writing your resume from many sources on line.
- Monster.com: https://www.monster.com/career-advice/article/resume-writing-help
 Indeed.com: https://www.indeed.com/forum/qen/Resume-Tips/Do-
- professional-resume-writers-really-help/t533665



Applying online for jobs



Job Searching hints

- > Sign up for Linked In with your resume
- Have a professional email address not a frivolous one,
- Go to job fairs with copies of your resume,
- Target each application to the job opportunity
- Use online learning like Lynda.com to develop your skills and marketability,
- Practice job interviewing with a mentor or friend or teacher.
- Research, research!!!

Applying online for jobs (cont'd)

- ▶ DO's:
- Check company website and apply from that site
- Tailor your resume to that position. Good idea to have a couple of resumes, why?
- Update your Linked-In site, as people will solicit job offers to you. Examples
- Write a cover letter for the job and attach it with your application if possible.

Applying online for jobs (cont'd)

DONT's:

- Type lazily, make spelling mistakes (no excuses) and that grammar is correct. First impressions!
- Never use 'auto fill' when applying, why?
- Leave any blanks, always complete the entire application,
- Save your work as you go along,
 There is a lot of competition out there, put your

best foot forward at all times!

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Turning Off your Computer



Tab X:

Marketing Plan for units meeting accessibility requirements of HUD section 504

Avonlea Four

Avonlea Family (Avonlea Phase 2 Four LP) Chantilly, Loudoun County, Virginia

Marketing Plan for Units Which 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 **Avonlea Family (Avonlea Phase 2 Four LP)** 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 provide effective management and maintenance of the property.

Avonlea Phase 2 Joint Venture Four LLC, the General Partner of Avonlea Phase 2 Four Limited Partnership ("Property Owner"), will engage a VHDA-approved and qualified property management firm (the "Property Manager") to manage the operations of Avonlea Family (Avonlea Phase 2 Four LP). The Property Manager will be responsible for all of the traditional management functions, including rent collection, maintenance, record keeping, reports, development of budgets, and monitoring resident income qualifications. Additionally, the Property will be home to a variety of community and resident services programs.

I. Affirmative Marketing

The **Property Manager** is pledged to the letter and the spirit of the U.S. policy of the achievement of equal housing opportunity throughout the United States of America and will actively promote fair housing in the development and marketing of this project. The **Property Manager**, 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. 3601, et. Seq.).

When a Section 504 unit becomes vacant, the Property Manager will work to fill the unit with a qualified household. Marketing will include outreach to partner organizations and advertisement in standard marketing vehicles (e.g. Craigslist). Any unit which is designated as a unit for people with disabilities and that conforms to Section 504 of the Rehabilitation Act will be held vacant for sixty days (60). The Property Manager will document its marketing efforts to find households with qualified disabilities during this time period. If a qualified tenant is not found, the marketing evidence will be submitted to VHDA's Program Compliance Office and the manager will request approval to rent the unit to any income-qualified household. If the request is approved, the lease will contain a provision stating that the household must agree to move to a vacant unit at the same property if a household including a person with a disability applies for the unit, and that the move will be paid for by the Property Owner.

However, if marketing to the Target Population is deemed to be conducted satisfactorily on an ongoing basis throughout the year and the Property Manager can provide sufficient documentation to VHDA's Compliance Officer, the Property Manager may request the ability to lease 50-point Units, to a household not in the Target 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 Target Population. If the request is approved, the lease must contain a provision that the household must move to a vacant unit of comparable size in the development if a household in the Target Population applies for the unit. The move will be paid fo by the Property Owner.

If no vacant unit of comparable size is available at that time, the Target Population prospective tenant should be placed on the development's waiting list and placed in the 50-point Unit, when the first available vacant comparably sized unit becomes available to move the non-Targeted Population tenant.

NOTE: The move of the temporary/non-disabled tenant will be paid for by the owner.

<u>Leasing Preference for Target Population Identified in MOU between the Authority and the Commonwealth</u>

Unless prohibited by an 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. The Property Manager will obtain tenant referrals from the Virginia Department of Medical Assistance Services (DMAS), Virginia Department of Behavioral Health and Developmental Services (DBHDS), or any other agency approved by the Authority. The Property Manager will retain a tenant verification letter and Acknowledgement and Settlement Agreement of Target Population Status.

Target population units will be confirmed by VHDA.

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 Property Manager 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:

ENDependence Center of Northern Virginia – Ashburn (Area Center for Independent Living)
44121 Harry Byrd Hwy, Suite 240
Ashburn, VA 20147
(571) 291-9550

Loudoun County Disability Services Board Loudoun County Government Center 1 Harrison St. SE Leesburg, VA 20177 (571) 258-3282

Loudoun County Department of Family Services 102 Heritage Way NE P.O. Box 7400 Leesburg, VA 20177-7400 (703) 777-0387

Loudoun County Mental Health and Substance Abuse and Developmental Services Sterling Office 21641 Ridgetop Circle, Suite 210 Sterling, VA 20166 (703) 777-0320

Loudoun County Department of Family Services 102 Heritage Way NE P.O. Box 7400 Leesburg, VA 20177-7400 (703) 777-0387

Community Residences 14160 Newbrook Dr. Chantilly, VA 20151 (703) 842-2300

Pathway Homes 10201 Fairfax Blvd. #200 Fairfax, VA 22030-2209 (703) 876-0390

PRS, Inc. 10455 White Granite Drive, Suite 400 Oakton, VA 22124 (703) 536-9000

Disability Resource Center (703) 228-1700

Virginia Department for Aging and Rehabilitative Services 5904 Old Richmond Highway Suite 410 Alexandria, VA 22303 (703) 960-3411

AffordableHousing Free Listing Service: www.AffordableHousing.com

Online housing registry for accessible affordable apartments: www.accessva.org

2. Internet Search

Avonlea Phase 2 Four Limited Partnership will also be listed on the following websites:

www.virginiahousingsearch.com accessva.org dbhds.virginia.gov www.craigslist.org

3. Print Media

Print media sources that cater to persons with disabilities in Loudoun County will also be identified to add to those published on a regular basis by Loudoun County Department of Parks, Recreation, and Community Services. Some of the major publications include the Loudoun Times-Mirror, Loudoun Now, and other local newspapers published in English, Spanish, and other languages. Other sources may include, but are not limited to, rental magazines such as Apartment Shoppers Guide and Apartments for Rent.

The Property Manager will also maintain a current listing on VirginiaHousingSearch.com, including information on amenities available for the Target Population. All advertising materials will prominently feature the Equal Housing Opportunity logo type, 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 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. The marketing will also emphasize the physical and administrative compliance with Americans with Disabilities Act.

These marketing materials may include:

- **Brochures** A simple brochure can be produced at low cost which will effectively sell the apartments and community. This brochure will include a listing of features and amenities.
- **Flyers** A flyer campaign can be used effectively to market the community. Each flyer should incorporate graphics and a property description to generate traffic. From time to time as necessary, flyers should include a special offer with a deadline (e.g. "Bring this flyer with you when you visit this weekend and pay no application fee!").

III. Public and Community Relations

The Property Manager will promote Equal Housing Opportunity by ensuring that all Site Signage containing the EHO logo and Fair Housing posters are displayed in English and Spanish in the Rental Office.

The General Partner participates in a public and community relations program that boosts the relationship between the Property Owner and the Property Manager, and local disability organizations, neighborhood civic organizations, social service programs, 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 for resident interviews and application assistance.

Times of Operation - the Management Office will be open Monday through Friday from 8:30 A.M. to 5:30 P.M. subject to change based on the needs of the property and residents. Applicants will meet with the Property Manager or designated staff to discuss programs available on the property and will be supplied relevant information to assist them in their

move.

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.

Tenant Selection and Qualification Criteria

A third-party credit scoring provider is used to review applicants by means of a credit scoring model to determine an applicant's ability to meet his/her rental obligations. Credit scoring utilizes a statistical model for comparing information on bill paying history, the number and type of credit accounts, late payments, outstanding debt, rental history and the age of accounts, to the performance of consumers with similar profiles. The scoring system awards points for each factor that helps predict applicant creditworthiness and the likelihood of the applicant to make payments when due. The scoring provider makes a recommendation of accept or decline based on the results.

As part of the credit approval process, each applicant is required to provide income information on the Rental Application. This information is verified via direct written contact by the leasing staff with the employer/source of income and/or written verification such as paystubs, tax returns, etc. If there is more than one applicant, the same credit approval process is performed.

Residents will also have additional qualification criteria as specifically addressed in the Affordable Housing Program.

Criminal Background Check

The Property Manager performs criminal background checks as part of the approval process for prospective residents. The criminal background check is subject to state and local landlord-tenant laws. The requirement is that a criminal background check be done on all adult occupants, as a condition of the application and as a condition of the lease agreement. Felony convictions for violent crimes against people or property, drug-related activities, weapons related activities, larceny or sex-related crimes render an individual ineligible for occupancy.

A third-party contractor is utilized to perform these background checks, which includes a review of all available criminal records, local sex offender lists, the FBI Most Wanted List and the Office of Foreign Asset Control (OFAC) list.

As a condition of their lease agreement, residents are required to acknowledge that the landlord has the right to terminate a lease or evict a resident in the event that, after the lease has commenced, there is any subsequent discovery of a crime that would have rendered the resident ineligible for occupancy at move-in. The criminal background check policy that is implemented is subject to modification based on the Property Manager's experience with this requirement at the property.

Occupancy Standards

Both maximum and minimum per-unit occupancy standards will be established and

maintained.

V. Turnover of Section 504 units

Any unit which is designated as a unit for people with disabilities and that conforms to Section 504 of the Rehabilitation Act will be held vacant for 60 days, during which marketing efforts must be documented. However, if marketing to the Target Population is deemed to be conducted satisfactorily on an ongoing basis throughout the year and the Property Manager can provide sufficient documentation to VHDA's Compliance Officer, the Property Manager may request the ability to lease 50-point Units, to a household not in the Target 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 Target Population.

Each time a vacancy occurs in a 50-point Unit, if a qualified household including a person in the Target Population is not located in the 60-day timeframe, the Property Owner or Manager may submit the evidence of marketing to VHDA's Compliance Officer and request approval to rent the unit to an income-qualified household not a part of the Target Population. If the request is approved, the lease must contain a provision that the household must move to a vacant unit of comparable size in the development if a household in the Target Population applies for the unit. The move will be paid for by the Property Owner.

If no vacant unit of comparable size is available at that time, the Target Population prospective tenant should be placed on the development's waiting list and placed in the 50-point Unit, when the first available vacant comparably sized unit becomes available to move the non-Targeted Population tenant.

NOTE: The move of the temporary/non-disabled tenant will be paid for by the owner.

Tab Y:

Inducement Resolution for Tax Exempt Bonds

This deal does not require information behind this tab.

Tab Z:

Documentation of team member's Diversity, Equity and Inclusion Designation or Veteran Owned Small Business certification

SWAM CONTRACT CERTIFICATION (TO BE PROVIDED AT TIME OF APPLICATION)

LIHTC Applicant NameAvonle	a Phase 2 Four Limited Partnership
Name of SWaM Service Provider	Advanced Project Management, Inc.

Part II, 13VAC10-180-60(E)(5)(a) of the Qualified Allocation Plan (the "QAP") 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, provides that an applicant may receive points toward its application for Credits for entering into at least one contract for services provided by a business certified as women-owned or minority-owned through the Commonwealth of Virginia's Small, Women-owned, and Minority-owned Business (SWaM) Certification Program. Any applicant seeking points from Part II, 13VAC10-180-60(E)(5)(a) of the QAP 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)(a) of the QAP.

1.	The SWaM Service Provider will provide the following services and roles eligible for points under the QAP:
	consulting services to complete the LIHTC application;
<u>X</u>	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.

Advanced Project Management, Inc. (APM) is a SWaM certified service provider that is providing ongoing development services as the project's construction manager/owner's representative during preconstruction, construction, and post-construction closeout phases. APM and the Owner executed a proposal for services on 04/11/24; services are estimated to be provided until approx. August 2028 (following Placed in Service and construction closeout).

- 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)(a) of the QAP, and that the undersigned service provider is still a business certified as Women-Owned or Minority-Owned through the Commonwealth of Virginia's SWaM) Program.
- 5. The undersigned further acknowledge that no spousal relationship exists between any principal of the applicant and any principal of the undersigned service provider.

[Contract Certification and signatures appear on following page]

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)(a) of the QAP; that the undersigned service provider is a business certified as Women-Owned or Minority-Owned through the Commonwealth of Virginia's SWaM Program; that no spousal relationship exists between any principal of the applicant and any principal of the undersigned service provider; 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 QAP). 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:

Avonlea Phase 2 FourLimited Partnership,

- a Virginia limited partnership
- By: Avonlea Phase 2 Joint Venture Four LLC,
 - a Virginia limited liability company, its general partner
- By: Avonlea Phase 2 Four Development LLC,
 - a Virginia limited liability company, its managing member

Name of Applicant Signature of Applicant Carmen Romero, President Printed Name and Title of Authorized Signer

SWAM CERTIFIED SERVICE PROVIDER:

Advanced Project Management, Inc.

Name of SWaM Certified Service Provider

Signature of SWaM Certified Service Provider

Jessica S. Peters / CEO & President

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

ADVANCED PROJECT MANAGEMENT, INC.

is a certified Small, Micro, 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: <u>678585</u> Valid Through: <u>Mar 11, 2030</u>

Accordingly Certified

Willis A. Morris

Willis A. Morris, Director



SWAM CONTRACT CERTIFICATION (TO BE PROVIDED AT TIME OF APPLICATION)

LIHTC Applicant NameAvonlea Family (Avonlea Phase 2 Four LP)		
Name of SWaM Service Provider	Grimm and Parker Architecture, Inc.	

Part II, 13VAC10-180-60(E)(5)(a) of the Qualified Allocation Plan (the "QAP") 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, provides that an applicant may receive points toward its application for Credits for entering into at least one contract for services provided by a business certified as women-owned or minority-owned through the Commonwealth of Virginia's Small, Women-owned, and Minority-owned Business (SWaM) Certification Program. Any applicant seeking points from Part II, 13VAC10-180-60(E)(5)(a) of the QAP 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)(a) of the QAP.

1.	The SWaM Service Provider will provide the following services and roles eligible for points under the QAP:
	consulting services to complete the LIHTC application;
	ongoing development services through the placed in service date;
	general contractor;
X	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.

Grimm and Parker Architecture, Inc. will provide Architectural design, documentation, and construction administration services, and via the use of additional sub consultants, also provide Mechanical, Electrical, Plumbing, Structural, Accessibility, Sustainability, and Acoustical design, documentation, and construction administration services. Our conceptual design services began around April 26, of 2024, but were fully executed for design, documentation, and construction administration services, via a B101-2017 contract agreement dated July 3rd, 2024, that was most recently modified by a G802-2017 agreement dated 2/4/2025 and fully executed on 2/6/2025. Our services are contracted through the construction phase of the Project, currently estimated to achieve substantial completion around 6/6/2028.

- 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)(a) of the QAP, and that the undersigned service provider is still a business certified as Women-Owned or Minority-Owned through the Commonwealth of Virginia's SWaM) Program.
- 5. The undersigned further acknowledge that no spousal relationship exists between any principal of the applicant and any principal of the undersigned service provider.

[Contract Certification and signatures appear on following page]

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)(a) of the QAP; that the undersigned service provider is a business certified as Women-Owned or Minority-Owned through the Commonwealth of Virginia's SWaM Program; that no spousal relationship exists between any principal of the applicant and any principal of the undersigned service provider; 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 QAP). 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:

Avonlea Phase 2 Four Limited Partnership,

a Virginia limited partnership

By: Avonlea Phase 2 Joint Venture Four LLC,

a Virginia limited liability company, its general partner

By: Avonlea Phase 2 Four Development LLC,

a Virginia limited liability company, its managing member

Name of Applicant

Signature of Applicant

Carmen Romero, President

Printed Name and Title of Authorized Signer

SWAM CERTIFIED SERVICE PROVIDER:

Grimm and Parker Architecture, Inc.

Name of SWaM Certified Service Provider

Signature of SWaM Certified Service Provider

Zachary Schooley, AIA, LEED AP BD+C

Partner

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

GRIMM AND PARKER ARCHITECTURE, INC.

is a certified Small, Women Owned

Business meeting all the 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: 672994 Valid Through: Mar 15, 2027

CERTIFIED

Small,

Supplier Diversity Strengthens the Commonwealth by the Virginia Department of Small Business & Supplier Diversity

Women and Minority-Owned

Accordingly Certified

Tracey G. Wiley, Director

VSOB/SWAM CONTRACT CERTIFICATION (TO BE PROVIDED AT TIME OF APPLICATION)

LIHTC Applicant NameAvonlea Family (Avonle	ea Phase 2 Four LP)
Name of VSOB or SWaM Service Provider	Gibson Spyre LLC
Authority (the "Authority") for the allocation of fed §42 of the Internal Revenue Code, as amended, provider Credits for entering into at least one contract (VOSB) as certified by the U.S. Department of Vutilization, or the U.S. Small Business Administration owned through the Commonwealth of Virginia's SVPart II, 13VAC10-180-60(E)(5)(e) of the QAP must provider volume provider volume provider volume certification and information requested below with applicant meets such requirements.	ocation Plan (the "QAP") of the Virginia Housing Development eral low income housing tax credits ("Credits") available under vides that an applicant may receive points toward its application for services provided by a (i) a veteran-owned small business reterans Affairs, Office of Small and Disadvantaged Business tion, or (ii) a business certified as service-disabled veteran-NaM Certification Program. Any applicant seeking points from rovide in its application this certification together with a copy of amonwealth of Virginia's SWaM Program certification. The III be used by the Authority in its evaluation of whether an Service Provider. Note: Contracts used to claim points in Part II,
13VAC10-180-60(E)(5)(a) of the QAP may <u>not</u> also be	e used to claim points under 13VAC10-180-60(E)(5)(e).
below may result in failure to receive points under l	rovide the following services and roles eligible for points under HTC application;

2. Please describe in the space below the nature of the services contracted for with the VOSB or 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.

Consulting Services: coordinating with the property management agent through the leasing process, securing construction completion equity installment pay-in, managing the closing on the permanent financing, preparing the 8609 application and coordination review and approval of the same. Services are anticipated to be rendered from tax credit closing (anticipated Oct 2026) through 8609 (anticipated June 2028). Length of contract term is approximately 21 months.

- 3. Attach to this certification a copy of the service provider's current VOSB certification from the U.S. Department of Veterans Affairs, Office of Small and Disadvantaged Business Utilization, or the U.S. Small Business Administration or attach to this certification a copy of the service provider's current service-disabled veteran-owned 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 VOSB or 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 QAP, and that the undersigned service provider is still a business certified as a VOSB by the U.S. Department of Veterans Affairs, Office of Small and Disadvantaged Business Utilization, or the U.S. Small Business Administration or that the undersigned service provider is still a business certified as service-disabled veteran-owned through the Commonwealth of Virginia's SWaM) Program.
- 5. The undersigned further acknowledge that no spousal relationship exists between any principal of the applicant and any principal of the undersigned service provider.

[Contract Certification and signatures appear on following page]

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 QAP; that the undersigned service provider is a business certified as a VOSB by the U.S. Department of Veterans Affairs, Office of Small and Disadvantaged Business Utilization, or the U.S. Small Business Administration or that the undersigned service provider is a business certified as service-disabled veteranowned through the Commonwealth of Virginia's SWaM) Program; that no spousal relationship exists between any principal of the applicant and any principal of the undersigned service provider; 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 QAP). 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: Avonlea Phase 2 Four Limited Partnership,

a Virginia limited partnership

By: Avonlea Phase 2 Joint Venture Four LLC,

a Virginia limited liability company, its general partner

By: Avonlea Phase 2 Four Development LLC,

a Virginia limited liability company, its managing member

Name of Applicant
Signature of Applicant
Carmen Romero, President
Printed Name and Title of Authorized Signer
VOSB OR SWAM CERTIFIED SERVICE PROVIDER:
Gibson Spyre LLC Name of VOSB or SWaM Certified Service Provider
7 Libson
Signature of VOSB SWaM Certified Service Provider

Thomas A. Gibson, President and CEO______ Printed Name and Title of Authorized Signer



202-205-8800 | <u>sba.gov</u> 409 3rd St, SW. Washington DC 20416

Aug. 1, 2024

Gibson Spyre LLC SAM UEI: PADSZ9JD9XM3 1403 Prince St. Alexandria, VA 22314

Dear Gibson Spyre LLC:

On behalf of the Small Business Administration (SBA), Veteran Small Business Certification Program (VetCert), I am writing to inform you that Gibson Spyre LLC's VetCert expiration date has been extended one year from the period of eligibility established by the Department of Veterans Affairs, Center for Verification and Evaluation. Your new VetCert expiration date is Aug. 30, 2026. Gibson Spyre LLC's business profile and period of eligibility, are viewable in the public VetCert database located at https://veterans.certify.sba.gov.

This certification is valid until the date of expiration indicated. Please retain a copy of this letter to confirm Gibson Spyre LLC's continued program eligibility in accordance with 13 Code of Federal Regulation (CFR) part 128.

To promote Gibson Spyre LLC's certification status, you may use the following link to download the logo for use on your marketing materials and business cards: https://ussba.github.io/brand/external-partners/certified-contractors/. In addition, please access the following link for information on next steps and opportunities for certified businesses: www.sba.gov/vetcert.

Thank you for your service to our country and for continuing to serve America through small business ownership.

Sincerely, John B. Perkins

John B. Perkins

Director Veteran Small Business Certification Program



All SBA programs and services are extended to the public on a nondiscriminatory basis.

Tab AA:

Priority Letter from Rural Development

This deal does not require information behind this tab.

TAB AB:

Social Disadvantage Certification or Veteran Owned Small Business Certification

CERTIFICATION OF PARTICIPATION BY SOCIALLY DISADVANTAGED NONPROFIT PRINCIPAL

PART I

Name of Nonprofit Principal	True Ground Housing Partners
LIHTC Applicant NameAvonlea	Phase 2 Four Limited Partnership

Part II, 13VAC10-180-60(E)(5)(c), 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, provides that an applicant may receive thirty (30) points toward its application for Credits for demonstrating that at least one of its principals is a nonprofit entity that (i) either demonstrates that 51% or more of its board membership is held by socially disadvantaged individuals or demonstrates that its most senior full-time executive officer is a socially disadvantaged individual; (ii) has an express business purpose of serving socially or economically disadvantaged populations or both; and (iii) certifies that no spousal relationship exists between any executive officer or board member identified for the purpose of satisfying the requirements of this subsection and any other principal of the applicant who is not also a socially disadvantaged individual.

INSTRUCTIONS:

Execute the certification below and attach either Part II (A) or Part II (B), as applicable.

- If board membership of the nonprofit principal listed above is held at least 51% by socially disadvantaged individuals, attach form A.
- If the most senior full-time executive officer of the nonprofit principal listed above is a socially disadvantaged individual, attach Form B.

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)(c) of the Plan. Though the infarmation requested below is of a personal nature, please note that all information provided on this farm shall be subject to the Virginia Freedom of Information Act, § 2.2-3700, et seg.

[continued on following page]

CERTIFICATION OF PARTICIPATION BY SOCIALLY DISADVANTAGED NONPROFIT PRINCIPAL CERTIFICATION OF ELIGIBILITY

I hereby certify the following:

- that the nonprofit principal named above has an ownership interest in the controlling general partner or managing member of the proposed development;
- that either (A) 51% or more of said principal's board membership is held by socially disadvantaged individuals; or (B) its most senior full-time executive officer is a socially disadvantaged individual; as indicated on either Form(s) A or Form B attached hereto;
- no spousal relationship exists between any executive officer or board member identified for the
 purpose of satisfying the requirements of 13VAC10-180-60(E)(5)(c) of the QAP and any other
 principal of the applicant listed above who is not also a socially disadvantaged individual; and
- I hereby further certify that all information in this certification is true and complete to the best of
 my knowledge, that the Authority is relying upon this information for the purpose of allocating
 Credits, and that any false statements made herein may subject both the undersigned principal
 and the undersigned applicant to disqualification from current and future awards of Credits in
 Virginia.

APPLICANT: By: Avonlea Phase 2 Four Limited Partnership a Virginia limited partnership APPLICANT: NONPROFIT PRINCIPAL: By: Avonlea Phase 2 Joint Venture Four, LLC a Virginia limited liability company, its general partner By: Avonlea Phase 2 Four Development LLC, True Ground Housing Partners, Inc. a Virginia limited liability, its managing member Name of Applicant Name of Nonprofit Principal Signature of Authorized Signer of Nonprofit Principal Signature of Applicant Carmen Romero, President Carmen Romero, President Printed Name and Title of Authorized Signer Printed Name and Title of Authorized Signer of Nonprofit Principal

CERTIFICATION OF PARTICIPATION BY SOCIALLY DISADVANTAGED NONPROFIT PRINCIPAL

PART II (B)

Name of Nonprofit Principa	True Ground Housing Partners, Inc.
LIHTC Applicant Name	Avonlea Phase 2 Four Limited Partnership
I, <u>Carmen Romero</u>	, am the most senior full-time executive
기 입에 가 먹는데 아이는 아니었다. 그 하나 사람이 아이를 먹어 보니다 사람이 어떻게 하셨다.	ipal listed above, and by my signature below I hereby certify that I claim ated in EITHER (1) or (2) below:
(1) I am claimin	g social disadvantage because of my identification as a:
_	Black American
X	Hispanic American
v	Native American (Alaska Natives, Native Hawaiians, or enrolled members of a Federally or State recognized Indian Tribe)
1,	Asian Pacific American [An individual with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China (including Hong Kong), Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U. S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, The Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Fiji, Tonga, Kiribati, Tuvalu, or Nauru]
-	Subcontinent Asian American (An Individual with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands or Nepal)
(2)	I am claiming individual social disadvantage because I meet the requirements of 13 CFF 124.103(c)(2), and my social disadvantage has negatively impacted my entry into or advancement in the business world, as described in 13 CFR 124.103(c)(2)(iv).
EXECUTIVE CERTIFICATION:	*
Signature	Date: 6/16/2025
Carmen Romero, Presiden Printed Name and Title	t .

VOSB PRINCIPAL CERTIFICATION

Individual's Name	Thomas A. Gibson, President and CEO, of Gibson Spyre LLC
LIHTC Applicant Name	Avonlea Phase 2 Four Limited Partnership

Part II, 13VAC10-180-60(E)(5)(f), 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, provides that an applicant may receive thirty (30) points toward its application for Credits for demonstrating that at least one of its principals (i) is an individual or entity that is either a veteran-owned small business (VOSB) (as certified by the U.S. Department of Veterans Affairs, Office of Small and Disadvantaged Business Utilization, or the U.S. Small Business Administration) or a business certified as service-disabled veteran-owned through the Commonwealth of Virginia's SWaM Certification Program; (ii) that said principal also has an ownership interest of at least 25% in the controlling general partner or managing member for the proposed development; and (iii) that no spousal relationship exists between said principal and any other principal having an ownership interest in the development who does not also possess a VO5B certification or service-disabled veteran-owned Virginia SWaM certification.

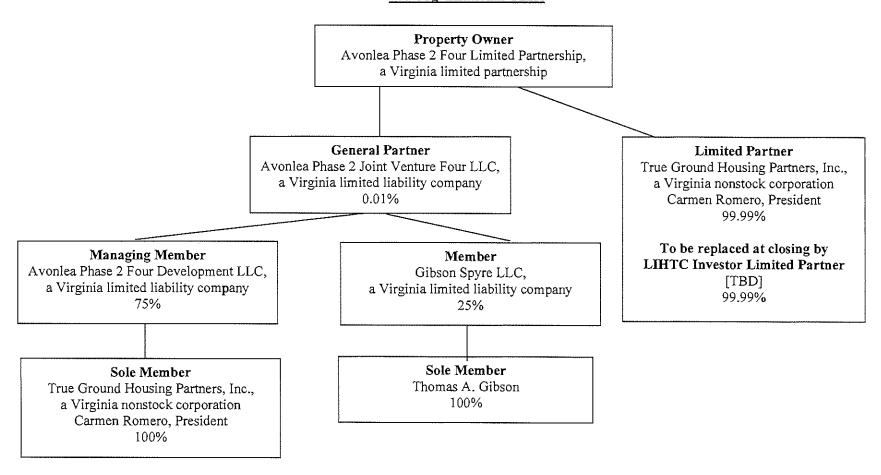
INSTRUCTIONS:

Please describe the ownership interest of the VOSB or service-disabled veteran-owned business in the general partner or managing member of the applicant for Credits (provide any supporting documentation necessary to verify said ownership interest, such as the organizational chart provided elsewhere in the application for Credits). Note that the ownership interest described in this section may not be the same interest used to obtain points for participation by a socially disadvantaged individual under 13VAC10-180-60(E)(5)(b) of the QAP (i.e., to claim points under both 13VAC10-180-60(E)(5)(b) and 13VAC10-180-60(E)(5)(f), the principal must have at least 50% ownership interest in the controlling general partner or managing member).

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

<u>Description of Ownership Interest</u>: [continued]

Avonlea Phase 2 4% Organizational Chart



CERTIFICATION OF ELIGIBILITY

I hereby certify the following:

- that the undersigned principal has an ownership interest of at least 25% in the controlling general partner or managing member for the proposed development, as required by the Plan;
- no spousal relationship exists between the undersigned principal and any other principal having an
 ownership interest in the development who is not also a veteran-owned small business (as certified by
 the U.S. Department of Veterans Affairs, Office of Small and Disadvantaged Business Utilization, or the
 U.S. Small Business Administration) or a business certified as service-disabled veteran-owned through the
 Commonwealth of Virginia's SWaM Certification Program; and
- I hereby further certify that all information in this certification is true and complete to the best of my
 knowledge, that the Authority is relying upon this information for the purpose of allocating Credits, and
 that any false statements made herein may subject both the undersigned principal and the undersigned
 applicant to disqualification from current and future awards of Credits in Virginia.

APPLICANT:

Avonlea Phase 2 Four Limited Partnership,

a Virginia limited partnership

By: Avonlea Phase 2 Joint Venture Four LLC,

a Virginia limited liability company, its general partner

By: Avonlea Phase 2 Four Development LLC,

a Virginia limited liability company, its managing member

Avonlea Phase 2 Four Limited Partnership

Name of Applicant

Signature of Applicant

Carmen Romero, President

Printed Name and Title of Authorized Signer

PRINCIPAL:

Signature of Qualifying Principal

Thomas A. Gibson, President and CEO, Gibson Spyre LLC

Printed Name and Title of Qualifying Principal



202-205-8800 | <u>sba.gov</u> 409 3rd St, SW. Washington DC 20416

Aug. 1, 2024

Gibson Spyre LLC SAM UEI: PADSZ9JD9XM3 1403 Prince St. Alexandria, VA 22314

Dear Gibson Spyre LLC:

On behalf of the Small Business Administration (SBA), Veteran Small Business Certification Program (VetCert), I am writing to inform you that Gibson Spyre LLC's VetCert expiration date has been extended one year from the period of eligibility established by the Department of Veterans Affairs, Center for Verification and Evaluation. Your new VetCert expiration date is Aug. 30, 2026. Gibson Spyre LLC's business profile and period of eligibility, are viewable in the public VetCert database located at https://veterans.certify.sba.gov.

This certification is valid until the date of expiration indicated. Please retain a copy of this letter to confirm Gibson Spyre LLC's continued program eligibility in accordance with 13 Code of Federal Regulation (CFR) part 128.

To promote Gibson Spyre LLC's certification status, you may use the following link to download the logo for use on your marketing materials and business cards: https://ussba.github.io/brand/external-partners/certified-contractors/. In addition, please access the following link for information on next steps and opportunities for certified businesses: www.sba.gov/vetcert.

Thank you for your service to our country and for continuing to serve America through small business ownership.

Sincerely, John B. Perkins

John B. Perkins

Director Veteran Small Business Certification Program

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All SBA programs and services are extended to the public on a nondiscriminatory basis.