
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.

Virginia Housing LIHTC Allocation Staff Contact Information

| Name | Email | Phone Number |
|--------------------|--|----------------|
| Stephanie Flanders | stephanie.flanders@virginiahousing.com | (804) 343-5939 |
| Jonathan Kinsey | jonathan.kinsey@virginiahousing.com | (804) 584-4717 |
| Phil Cunningham | phillip.cunningham@virginiahousing.com | (804) 343-5514 |
| Lauren Dillard | lauren.dillard@virginiahousing.com | (804) 584-4729 |

| | | |
|----------------|------------------------------------|----------------|
| Jordan Tawney | jordan.tawney@virginiahousing.com | (804) 343-5892 |
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| Hadia Ali | hadia.ali@virginiahousing.com | (804) 343-5873 |

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| 6. Team Information | Development Team Contact information |
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| 10. Utilities | Utility Allowance |
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| 29. Development Summary | Summary of Key Application Points |
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| | For Mixed Use Applications only - indicates how costs are distributed across the different construction activities |
| 31. Mixed Use - Cost Distribution | |

2025 Low-Income Housing Tax Credit Application For Reservation

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

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

VHDA TRACKING NUMBER

2025-TEB-18

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date: 1/11/2025

1. Development Name:

Commonwealth Lofts

2. Address (line 1):

20550 Heron Overlook Plaza

Address (line 2):

City:

Ashburn

State:

VA

Zip:

20147

3. If complete address is not available, provide longitude and latitude coordinates (x,y) from a location on site that your surveyor deems appropriate.

Longitude:

00.00000

Latitude:

00.00000

(Only necessary if street address or street intersections are not available.)

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

City/County of

Loudoun County

5. The site overlaps one or more jurisdictional boundaries.....

FALSE

If true, what other City/County is the site located in besides response to #4?.....

6. Development is located in the census tract of:

6110.15

7. Development is located in a Qualified Census Tract.....

FALSE

Note regarding DDA and QCT

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

FALSE

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

FALSE

10. Development is located in a Revitalization Area designated by resolution or by the locality.....

TRUE

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

FALSE

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

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

| | | |
|------|-------|-------|
| 3% | 10% | 12% |
| TRUE | FALSE | FALSE |

13. Development is located in a medium or high-level economic development jurisdiction based on table.

TRUE

14. Development is located on land owned by federally or Virginia recognized Tribal Nations.

FALSE

Enter only Numeric Values below:

15. Congressional District:

10

Planning District:

8

State Senate District:

32

State House District:

28

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

Commonwealth Lofts is the new construction of 94 affordable housing units in Ashburn, VA.

17. Local Needs and Support

a. Provide the name and the address of the chief executive officer (City Manager, Town Manager, or County

VHDA TRACKING NUMBER 2025-TEB-18

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT Application Date: 1/11/2025

Administrator of the political jurisdiction in which the development will be located:

| | | | |
|----------------------------------|----------------------------|--------|---------------|
| Chief Executive Officer's Name: | Phyllis Randall | | |
| Chief Executive Officer's Title: | Board of Supervisors Chair | Phone: | 703 777 0204 |
| Street Address: | PO Box 7000 | | |
| City: | Leesburg | State: | VA Zip: 20177 |

Name and title of local official you have discussed this project with who could answer questions for the local CEO: George Govan, Interim Director, Loudoun County Dept. of Housing & Community I

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

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

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

B. RESERVATION REQUEST INFORMATION

1. Requesting Credits From:

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

or

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

New Construction

For Tax Exempt Bonds, where are bonds being issued?

Virginia Housing

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

Skip to Number 4 below.

2. Type(s) of Allocation/Allocation Year

Definitions of types:

a.

Regular Allocation means all of the buildings in the development are expected to be placed in service this calendar year, 2025.

b.

Carryforward Allocation means all of the buildings in the development are expected to be placed in service within two years after the end of this calendar year, 2025, but the owner will have more than 10% basis in development before the end of twelve months following allocation of credits. For those buildings, the owner requests a carryforward allocation of 2025 credits pursuant to Section 42(h)(1)(E).

3. Select Building Allocation type:

New Construction

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

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

FALSE

5. Planned Combined 9% and 4% Developments

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

FALSE

If true, provide name of companion development:

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

TRUE

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

Total Units within 9% allocation request?

0

Total Units within 4% Tax Exempt allocation Request?

0

Total Units:

0

% of units in 4% Tax Exempt Allocation Request:

0.00%

6. Extended Use Restriction

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

Must Select One:

50

Definition of selection:

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

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

TRUE

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 Information:

Must be an individual or legally formed entity.

a. Owner Name: Commonwealth Lofts 4, LLC

Developer Name: SCG Development Partners, LLC

Contact: M/M ▶ Mr. First: Stephen MI: P. Last: Wilson

Address: 8245 Boone Blvd, Suite 640

City: Tysons Corner St. ▶ VA Zip: 22182

Phone: (703) 942-6610 Ext. Fax:

Email address: SPW@SCGDevelopment.com

Federal I.D. No. 991208857 (If not available, obtain prior to Carryover Allocation.)

Select type of entity: ▶ limited liability company Formation State: ▶ Virginia

Additional Contact: Please Provide Name, Email and Phone number.
Charles Margolis, CNM@SCGDevelopment.com, (973) 769 8930

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

- b. FALSE Indicate if at least one principal listed within Org Chart qualifies for socially disadvantaged status and has at least 25% ownership interest in the controlling general partner or managing member as defined in the manual.

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

- c. FALSE Indicate if at least one principal listed within Org Chart has a Veteran-Owned Small Business Certification and has at least 25% ownership interest in the controlling general partner or managing member as defined in the manual.

ACTION: If true, provide Virginia Housing Veteran Owned Small Business Certification **(TAB AB)**

- d. FALSE Indicate True if the owner meets the following statement:

An applicant with a principal that, within three years prior to the current application, received an IRS Form 8609 for placing a separate development in service without returning credits to or requesting additional credits from the issuing housing finance agency, will be permitted to increase the amount of developer's fee included in the development's eligible basis by 10%.

If True above, what property placed 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:

11/30/2025

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

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

FALSE

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

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

2. Timing of Acquisition by Owner:

Only one of the following statement should be True.

- a.

FALSE

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

TRUE

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

11/30/2025

 .
- c.

FALSE

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

3. Seller Information:

Name:

CWC Shops LC

Address:

12500 Fair Lakes Circle, Suite 400

City:

Fairfax

 St.:

VA

 Zip:

22033

Contact Person:

Stuart Prince

 Phone:

(703) 631-7528

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

FALSE

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

D. SITE CONTROL

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

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

E. DEVELOPMENT TEAM INFORMATION

Complete the following as applicable to your development team.

- Indicate 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: | Allison Domson | This is a Related Entity. | FALSE |
| Firm Name: | Williams Mullen | DEI Designation? | FALSE OR |
| Address: | 200 South 10th Street, Suite 1600 | Veteran Owned Small Bus? | FALSE |
| City, State, Zip | Richmond, VA 23219 | | |
| Email: | Adomson@WilliamsMullen.com | Phone: | (804) 420-6915 |
| 2. Tax Accountant: | Ashley Bell | This is a Related Entity. | FALSE |
| Firm Name: | SC&H Group | DEI Designation? | FALSE OR |
| Address: | 7900 Westpark Drive, Suite A150 | Veteran Owned Small Bus? | FALSE |
| City, State, Zip | Tysons Corner, VA, 22102 | | |
| Email: | Abell@SCHGroup.com | Phone: | (410) 793-1818 |
| 3. Consultant: | | This is a Related Entity. | FALSE |
| Firm Name: | | DEI Designation? | FALSE OR |
| Address: | | Veteran Owned Small Bus? | FALSE |
| City, State, Zip | | Role: | |
| Email: | | Phone: | |
| 4. Management Entity: | Jan Haub | This is a Related Entity. | FALSE |
| Firm Name: | Paradigm Management II, LP | DEI Designation? | FALSE OR |
| Address: | 1515 North Courthouse Road, Suite 600 | Veteran Owned Small Bus? | FALSE |
| City, State, Zip | Arlington, VA 22201 | | |
| Email: | Jhaub@ParadigmCos.com | Phone: | (571) 482-5922 |
| 5. Contractor: | John Griffith | This is a Related Entity. | FALSE |
| Firm Name: | CBG Building Company | DEI Designation? | FALSE OR |
| Address: | 19980 Highland Vista Drive, Suite 135 | Veteran Owned Small Bus? | FALSE |
| City, State, Zip | Ashburn, VA 20147 | | |
| Email: | John.Griffith@CBGBC.com | Phone: | (571) 730-8965 |
| 6. Architect: | Joseph S. Saville | This is a Related Entity. | FALSE |
| Firm Name: | Davis, Carter, Scott Ltd | DEI Designation? | FALSE OR |
| Address: | 8614 Westwood Center Drive, Suite 800 | Veteran Owned Small Bus? | FALSE |
| City, State, Zip | Tysons Corner, VA 22182 | | |
| Email: | Ssaville@DCSDesign.com | Phone: | (703) 556-9275 |
| 7. Real Estate Attorney: | Allison Domson | This is a Related Entity. | FALSE |
| Firm Name: | Williams Mullen | DEI Designation? | FALSE OR |

E. DEVELOPMENT TEAM INFORMATION

| | | | |
|---------------------|-----------------------------------|---------------------------|----------------|
| Address: | 200 South 10th Street, Suite 1600 | Veteran Owned Small Bus? | FALSE |
| City, State, Zip | Richmond, VA 23219 | | |
| Email: | Adomson@WilliamsMullen.com | Phone: | (804) 420-6915 |
| 8. Mortgage Banker: | Ryne Johnson | This is a Related Entity. | FALSE |
| Firm Name: | Astoria, LLC | DEI Designation? | FALSE OR |
| Address: | 3450 Lady Marian Ct. | Veteran Owned Small Bus? | FALSE |
| City, State, Zip | Midlothian, VA, 23113 | | |
| Email: | RyneJohnson@AstoriaLLC.com | Phone: | (804) 339-7205 |
| 9. Other 1: | | This is a Related Entity. | FALSE |
| Firm Name: | | DEI Designation? | FALSE OR |
| Address: | | Veteran Owned Small Bus? | FALSE |
| City, State, Zip | | Role: | |
| Email: | | Phone: | |
| 10. Other 2: | | This is a Related Entity. | FALSE |
| Firm Name: | | DEI Designation? | FALSE OR |
| Address: | | Veteran Owned Small Bus? | FALSE |
| City, State, Zip | | Role: | |
| Email: | | Phone: | |
| 11. Other 3: | | This is a Related Entity. | FALSE |
| Firm Name: | | DEI Designation? | FALSE OR |
| Address: | | Veteran Owned Small Bus? | FALSE |
| City, State, Zip | | Role: | |
| Email: | | Phone: | |
| 12. Other 4: | | This is a Related Entity. | FALSE |
| Firm Name: | | DEI Designation? | FALSE OR |
| Address: | | Veteran Owned Small Bus? | FALSE |
| City, State, Zip | | Role: | |
| Email: | | Phone: | |
| 13. Other 5: | | This is a Related Entity. | FALSE |
| Firm Name: | | DEI Designation? | FALSE OR |
| Address: | | Veteran Owned Small Bus? | FALSE |
| City, State, Zip | | Role: | |
| Email: | | Phone: | |

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

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

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

- b. This development has received a previous allocation of credits..... **FALSE**
 If so, when was the most recent year that this development received credits? _____
 If this is a preservation deal,
 what date did this development enter its Extended Use Agreement period? _____

- c. The development has been provided an acknowledgement letter from Rural Development regarding its preservation priority?..... **FALSE**

- d. This development is an existing RD or HUD S8/236 development..... **FALSE**

Action: (If True, provide required form in **TAB Q**)

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

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

2. Ten-Year Rule For Acquisition Credits

- a. All buildings satisfy the 10-year look-back rule of IRC Section 42 (d)(2)(B), including the 10% basis/\$15,000 rehab costs (\$10,000 for Tax Exempt Bonds) per unit requirement..... **FALSE**

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

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

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

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

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

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

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

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

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

3. Rehabilitation Credit Information

F. REHAB INFORMATION

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

G. NONPROFIT INVOLVEMENT

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

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

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

- FALSE

a.

Be authorized to do business in Virginia.
- FALSE

b.

Be substantially based or active in the community of the development.
- FALSE

c.

Materially participate in the development and operation of the development throughout the compliance period (i.e., regular, continuous and substantial involvement) in the operation of the development throughout the Compliance Period.
- FALSE

d.

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

e.

Not be affiliated with or controlled by a for-profit organization.
- FALSE

f.

Not have been formed for the principal purpose of competition in the Non Profit Pool.
- FALSE

g.

Not have any staff member, officer or member of the board of directors materially participate, directly or indirectly, in the proposed development as a for profit entity.

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

A. Nonprofit Involvement (All Applicants)

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

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

B. Type of involvement:

- Nonprofit meets eligibility requirement for points only, not pool..... FALSE
- or
- Nonprofit meets eligibility requirements for nonprofit pool and points..... FALSE

C. Identity of Nonprofit (All nonprofit applicants):

The nonprofit organization involved in this development is: ▶

Name:

Contact Person:

Street Address:

City: State: ▶ Zip:

Phone: Contact Email:

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

Specify the nonprofit entity's percentage ownership of the general partnership interest: 0.0%

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

G. NONPROFIT INVOLVEMENT

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:

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.

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

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

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

H. STRUCTURE AND UNITS INFORMATION

1. General Information

a.

Total number of **all** units in development

94

bedrooms

163

Total number of **rental** units in development

94

bedrooms

163

Number of low-income rental units

94

bedrooms

163

Percentage of rental units designated low-income

100.00%

b.

Number of new units:.....

94

bedrooms

163

Number of adaptive reuse units:

0

bedrooms

0

Number of rehab units:.....

0

bedrooms

0

c.

If any, indicate number of planned exempt units (included in total of all units in development).....

0

d.

Total Floor Area For The Entire Development.....

132,119.50

(Sq. ft.)

e.

Unheated Floor Area (i.e. Breezeways, Balconies, Storage).....

22,317.98

(Sq. ft.)

f.

Nonresidential Commercial Floor Area (Not eligible for funding).....

0.00

g.

Total Usable Residential Heated Area.....

109,801.52

(Sq. ft.)

h.

Percentage of Net Rentable Square Feet Deemed To Be **New Rental Space**.....

100.00%

i.

Exact area of site in acres

5.421

j.

Locality has approved a final site plan or plan of development.....

FALSE

If **True**, Provide required documentation (**TAB O**).

k.

Requirement as of 2016: Site must be properly zoned for proposed development.

ACTION: Provide required zoning documentation (**MANDATORY TAB G**)

l.

Development is eligible for Historic Rehab credits.....

FALSE

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

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.

| Unit Type | Average Sq Foot | | # of LIHTC Units | Total Rental Units |
|-----------------------|-----------------|----|------------------|--------------------|
| Supportive Housing | 0.00 | SF | 0 | 0 |
| 1 Story Eff - Elderly | 0.00 | SF | 0 | 0 |
| 1 Story 1BR - Elderly | 0.00 | SF | 0 | 0 |
| 1 Story 2BR - Elderly | 0.00 | SF | 0 | 0 |
| Eff - Elderly | 0.00 | SF | 0 | 0 |
| 1BR Elderly | 0.00 | SF | 0 | 0 |
| 2BR Elderly | 0.00 | SF | 0 | 0 |
| Eff - Garden | 0.00 | SF | 0 | 0 |
| 1BR Garden | 969.21 | SF | 36 | 36 |

H. STRUCTURE AND UNITS INFORMATION

| | | | | |
|------------------------|---------|----|----|----|
| 2BR Garden | 1258.55 | SF | 47 | 47 |
| 3BR Garden | 1432.53 | SF | 11 | 11 |
| 4BR Garden | 0.00 | SF | 0 | 0 |
| 2+ Story 2BR Townhouse | 0.00 | SF | 0 | 0 |
| 2+ Story 3BR Townhouse | 0.00 | SF | 0 | 0 |
| 2+ Story 4BR Townhouse | 0.00 | SF | 0 | 0 |
| | | | 94 | 94 |

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

3. Structures

a. Number of Buildings (containing rental units).....

1

b. Age of Structure:.....

0 years

c. Maximum Number of stories:.....

5

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

FALSE

e. Commercial Area Intended Use:

f. Development consists primarily of :

(Only One Option Below Can Be True)

i. Low Rise Building(s) - (1-5 stories with any structural elements made of wood).....

TRUE

ii. Mid Rise Building(s) - (5-7 stories with no structural elements made of wood).....

FALSE

iii. High Rise Building(s) - (8 or more stories with no structural elements made of wood).....

FALSE

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

i. Row House/Townhouse

FALSE

v. Detached Single-family

FALSE

ii. Garden Apartments

TRUE

vi. Detached Two-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.

2

Elevator Type (if known)

MRL Traction

i. Roof Type

▶ Flat

j. Construction Type

▶ Combination

k. Primary Exterior Finish

▶ Brick

4. Site Amenities (indicate all proposed)

a. Business Center.....

TRUE

f. Limited Access.....

TRUE

b. Covered Parking.....

TRUE

g. Playground.....

TRUE

c. Exercise Room.....

TRUE

h. Pool.....

FALSE

d. Gated access to Site.....

FALSE

i. Rental Office.....

TRUE

e. Laundry facilities.....

FALSE

j. Sports Activity Ct..

FALSE

k. Other:

H. STRUCTURE AND UNITS INFORMATION

| | |
|---|--|
| l. Describe Community Facilities: | Club room, leasing, gym, business center |
| m. Number of Proposed Parking Spaces | 184 |
| Parking is shared with another entity | TRUE |
| n. Development located within 1/2 mile of an existing commuter rail, light rail or subway station or 1/4 mile from existing 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 structureNotes 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:

| | |
|--------|--|
| TRUE | a. A community/meeting room with a minimum of 749 square feet is provided with free WIFI access restricted to residents only. |
| 58.47% | b1. Percentage of brick covering the exterior walls. |
| 41.53% | b2. Percentage of Fiber Cement Board or other similar low-maintenance material approved by the Authority covering exterior walls. Community buildings are to be included in percentage calculations. |
| TRUE | c. 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 | e. Full bath fans are wired to primary light with delayed timer or has continuous exhaust by ERV/DOAS. |
| or | |
| 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 manufacturer's specifications and all applicable provisions of the National Electrical Code - Provide documentation at Tab F . |
| FALSE | o. New construction only: Each unit to have balcony or patio with a minimum depth of 5 feet clear from face of building and a minimum size of 30 square feet. |

J. ENHANCEMENTS

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

- FALSE

a. All cooking ranges have front controls.
- FALSE

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

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

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

2. Green Certification

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

The applicant will also obtain one of the following:

- FALSE

Earthcraft Gold or higher certification

TRUE

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

LEED Certification

FALSE

Enterprise Green Communities (EGC) Certification

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

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

- FALSE

Zero Energy Ready Home Requirements

FALSE

Passive House Standards
- FALSE

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

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

- FALSE

a. Architect of record certifies that units will be constructed to meet Virginia Housing's Universal Design Standards.
- 0

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

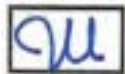
0% of Total Rental Units

4.

FALSE

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

If not, please explain:



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 | Gas |

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

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

| Utilities | Enter Allowances by Bedroom Size | | | | |
|--|----------------------------------|------|------|------|------|
| | 0-BR | 1-BR | 2-BR | 3-BR | 4-BR |
| Heating | 0 | 7 | 10 | 10 | 0 |
| Air Conditioning | 0 | 4 | 6 | 7 | 0 |
| Cooking | 0 | 3 | 5 | 6 | 0 |
| Lighting | 0 | 14 | 21 | 23 | 0 |
| Hot Water | 0 | 0 | 0 | 0 | 0 |
| Water | 0 | 19 | 29 | 32 | 0 |
| Sewer | 0 | 12 | 15 | 15 | 0 |
| Trash | 0 | 0 | 0 | 0 | 0 |
| Total utility allowance for costs paid by tenant | \$0 | \$59 | \$87 | \$91 | \$0 |

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

- | | | | |
|----------|---------------------------------|----------|---------------------------|
| a. FALSE | HUD | d. FALSE | Local PHA |
| b. FALSE | Utility Company (Estimate) | e. TRUE | Other: Third party report |
| 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 tenants that are homeless or at risk of homelessness?
- FALSE

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

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

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

K. SPECIAL HOUSING NEEDS

3. Leasing Preferences

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

Organization which holds waiting list: Loudoun County DHCD

Contact person: George Govan

Title: Interim Director

Phone Number: (703) 777-0100

Action: Provide required notification documentation (TAB L)

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

c. Specify the number of low-income units that will serve individuals and families with children by providing three or more bedrooms: 11
% of total Low Income Units 12%

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

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

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

4. Target Population Leasing Preference

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

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

First Name: Jan

Last Name: Haub

Phone Number: (571) 482-5922 Email: Jhaub@ParadigmCos.com

K. SPECIAL HOUSING NEEDS

5. Rental Assistance

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

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

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

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

FALSE

i. If True above, how many of the 30% units will not have project based vouchers? 0

| | |
|---|----------|
| d. Number of units receiving assistance: | 8 |
| How many years in rental assistance contract? | 20.00 |
| Expiration date of contract: | 8/1/2046 |
| There is an Option to Renew..... | TRUE |

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

6. Public Housing Revitalization

| | |
|---|-------|
| Is this development replacing or revitalizing Public Housing Units? | FALSE |
| If so, how many existing Public Housing units? | 0 |

L. UNIT DETAILS**1. Set-Aside Election:****UNITS SELECTED IN INCOME AND RENT DETERMINE POINTS FOR THE BONUS POINT CATEGORY**

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

a. Units Provided Per Household Type:

| Income Levels | | |
|---------------|------------|-----------------|
| # of Units | % of Units | |
| 0 | 0.00% | 20% Area Median |
| 0 | 0.00% | 30% Area Median |
| 0 | 0.00% | 40% Area Median |
| 0 | 0.00% | 50% Area Median |
| 94 | 100.00% | 60% Area Median |
| 0 | 0.00% | 70% Area Median |
| 0 | 0.00% | 80% Area Median |
| 0 | 0.00% | Market Units |
| 94 | 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 |
| 94 | 100.00% | 60% Area Median |
| 0 | 0.00% | 70% Area Median |
| 0 | 0.00% | 80% Area Median |
| 0 | 0.00% | Market Units |
| 94 | 100.00% | Total |

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

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

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

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

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



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

| | Unit Type (Select One) | Rent Target (Select One) | Number of Units | # of Units 504 compliant | Net Rentable Square Feet | Monthly Rent Per Unit | Total Monthly Rent |
|--------|---------------------------|-----------------------------|--------------------|--------------------------------|--------------------------------|--------------------------|--------------------|
| Mix 1 | 1 BR - 1 Bath | 60% AMI | 1 | 1 | 673.79 | \$1,833.00 | \$1,833 |
| Mix 2 | 1 BR - 1 Bath | 60% AMI | 1 | 1 | 675.19 | \$1,390.75 | \$1,391 |
| Mix 3 | 1 BR - 1 Bath | 60% AMI | 14 | | 672.82 | \$1,390.75 | \$19,471 |
| Mix 4 | 1 BR - 1 Bath | 60% AMI | 1 | | 712.39 | \$1,390.75 | \$1,391 |
| Mix 5 | 1 BR - 1 Bath | 60% AMI | 2 | | 723.62 | \$1,390.75 | \$2,782 |
| Mix 6 | 1 BR - 1 Bath | 60% AMI | 1 | 1 | 675.19 | \$1,680.75 | \$1,681 |
| Mix 7 | 1 BR - 1 Bath | 60% AMI | 15 | | 672.82 | \$1,680.75 | \$25,211 |
| Mix 8 | 1 BR - 1 Bath | 60% AMI | 1 | | 723.62 | \$1,680.75 | \$1,681 |
| Mix 9 | 2 BR - 2 Bath | 60% AMI | 1 | | 947.89 | \$957.08 | \$957 |
| Mix 10 | 2 BR - 2 Bath | 60% AMI | 1 | | 979.67 | \$957.08 | \$957 |

L. UNIT DETAILS

| | | | | | | | |
|--------|---------------|---------|---|---|---------|------------|----------|
| Mix 11 | 2 BR - 2 Bath | 60% AMI | 1 | 1 | 1006.35 | \$2,092.00 | \$2,092 |
| Mix 12 | 2 BR - 2 Bath | 60% AMI | 1 | | 988.43 | \$2,092.00 | \$2,092 |
| Mix 13 | 2 BR - 2 Bath | 60% AMI | 1 | 1 | 1007.58 | \$2,092.00 | \$2,092 |
| Mix 14 | 2 BR - 2 Bath | 60% AMI | 2 | 2 | 1007.58 | \$2,092.00 | \$4,184 |
| Mix 15 | 2 BR - 2 Bath | 60% AMI | 3 | | 840.27 | \$1,654.08 | \$4,962 |
| Mix 16 | 2 BR - 2 Bath | 60% AMI | 1 | | 955.19 | \$1,654.08 | \$1,654 |
| Mix 17 | 2 BR - 2 Bath | 60% AMI | 1 | | 979.67 | \$1,654.08 | \$1,654 |
| Mix 18 | 2 BR - 2 Bath | 60% AMI | 4 | | 969.84 | \$1,654.08 | \$6,616 |
| Mix 19 | 2 BR - 2 Bath | 60% AMI | 5 | | 988.43 | \$1,654.08 | \$8,270 |
| Mix 20 | 2 BR - 2 Bath | 60% AMI | 2 | | 1003.07 | \$1,654.08 | \$3,308 |
| Mix 21 | 2 BR - 2 Bath | 60% AMI | 1 | | 840.27 | \$2,002.08 | \$2,002 |
| Mix 22 | 2 BR - 2 Bath | 60% AMI | 3 | | 947.89 | \$2,002.08 | \$6,006 |
| Mix 23 | 2 BR - 2 Bath | 60% AMI | 3 | | 955.86 | \$2,002.08 | \$6,006 |
| Mix 24 | 2 BR - 2 Bath | 60% AMI | 3 | | 955.19 | \$2,002.08 | \$6,006 |
| Mix 25 | 2 BR - 2 Bath | 60% AMI | 2 | | 979.67 | \$2,002.08 | \$4,004 |
| Mix 26 | 2 BR - 2 Bath | 60% AMI | 4 | | 969.84 | \$2,002.08 | \$8,008 |
| Mix 27 | 2 BR - 2 Bath | 60% AMI | 2 | | 988.43 | \$2,002.08 | \$4,004 |
| Mix 28 | 2 BR - 2 Bath | 60% AMI | 6 | | 1003.07 | \$2,002.08 | \$12,012 |
| Mix 29 | 3 BR - 2 Bath | 60% AMI | 1 | 1 | 1233.90 | \$2,574.00 | \$2,574 |
| Mix 30 | 3 BR - 2 Bath | 60% AMI | 1 | | 1114.74 | \$2,574.00 | \$2,574 |
| Mix 31 | 3 BR - 2 Bath | 60% AMI | 1 | | 1099.33 | \$1,919.59 | \$1,920 |
| Mix 32 | 3 BR - 2 Bath | 60% AMI | 1 | | 1114.74 | \$1,919.59 | \$1,920 |
| Mix 33 | 3 BR - 2 Bath | 60% AMI | 1 | | 1233.90 | \$1,919.59 | \$1,920 |
| Mix 34 | 3 BR - 2 Bath | 60% AMI | 3 | | 1099.33 | \$2,321.59 | \$6,965 |
| Mix 35 | 3 BR - 2 Bath | 60% AMI | 2 | | 1114.74 | \$2,321.59 | \$4,643 |
| Mix 36 | 3 BR - 2 Bath | 60% AMI | 1 | | 1233.90 | \$2,321.59 | \$2,322 |
| Mix 37 | | | | | | | \$0 |
| Mix 38 | | | | | | | \$0 |
| Mix 39 | | | | | | | \$0 |
| Mix 40 | | | | | | | \$0 |
| Mix 41 | | | | | | | \$0 |
| Mix 42 | | | | | | | \$0 |
| Mix 43 | | | | | | | \$0 |
| Mix 44 | | | | | | | \$0 |
| Mix 45 | | | | | | | \$0 |
| Mix 46 | | | | | | | \$0 |
| Mix 47 | | | | | | | \$0 |
| Mix 48 | | | | | | | \$0 |
| Mix 49 | | | | | | | \$0 |
| Mix 50 | | | | | | | \$0 |
| Mix 51 | | | | | | | \$0 |
| Mix 52 | | | | | | | \$0 |
| Mix 53 | | | | | | | \$0 |
| Mix 54 | | | | | | | \$0 |
| Mix 55 | | | | | | | \$0 |
| Mix 56 | | | | | | | \$0 |
| Mix 57 | | | | | | | \$0 |
| Mix 58 | | | | | | | \$0 |
| Mix 59 | | | | | | | \$0 |
| Mix 60 | | | | | | | \$0 |
| Mix 61 | | | | | | | \$0 |
| Mix 62 | | | | | | | \$0 |
| Mix 63 | | | | | | | \$0 |
| Mix 64 | | | | | | | \$0 |
| Mix 65 | | | | | | | \$0 |
| Mix 66 | | | | | | | \$0 |
| Mix 67 | | | | | | | \$0 |

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 | | | 94 | 8 | | | \$167,165 |

| | | | | |
|-------------|----|------------------|--------------|-----------|
| Total Units | 94 | Net Rentable SF: | TC Units | 82,456.65 |
| | | | MKT Units | 0.00 |
| | | | Total NR SF: | 82,456.65 |

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

M. OPERATING EXPENSES**Administrative:****Use Whole Numbers Only!**

| | | | |
|-----------------------------------|------------------------------|----------|------------------|
| 1. Advertising/Marketing | | | \$8,460 |
| 2. Office Salaries | | | \$211,500 |
| 3. Office Supplies | | | \$0 |
| 4. Office/Model Apartment | (type <input type="text"/>) | | \$0 |
| 5. Management Fee | | | \$57,813 |
| <u>3.00%</u> of EGI | <u>\$615.03</u> | Per Unit | |
| 6. Manager Salaries | | | \$0 |
| 7. Staff Unit (s) | (type <input type="text"/>) | | \$0 |
| 8. Legal | | | \$0 |
| 9. Auditing | | | \$0 |
| 10. Bookkeeping/Accounting Fees | | | \$9,400 |
| 11. Telephone & Answering Service | | | \$0 |
| 12. Tax Credit Monitoring Fee | | | \$32,900 |
| 13. Miscellaneous Administrative | | | \$28,200 |
| Total Administrative | | | \$348,273 |

Utilities

| | | |
|----------------------|--|-----------------|
| 14. Fuel Oil | | \$0 |
| 15. Electricity | | \$23,500 |
| 16. Water | | \$15,510 |
| 17. Gas | | \$9,400 |
| 18. Sewer | | \$0 |
| Total Utility | | \$48,410 |

Operating:

| | | |
|---|--|------------------|
| 19. Janitor/Cleaning Payroll | | \$0 |
| 20. Janitor/Cleaning Supplies | | \$0 |
| 21. Janitor/Cleaning Contract | | \$0 |
| 22. Exterminating | | \$3,290 |
| 23. Trash Removal | | \$22,560 |
| 24. Security Payroll/Contract | | \$4,700 |
| 25. Grounds Payroll | | \$0 |
| 26. Grounds Supplies | | \$0 |
| 27. Grounds Contract | | \$9,400 |
| 28. Maintenance/Repairs Payroll | | \$0 |
| 29. Repairs/Material | | \$0 |
| 30. Repairs Contract | | \$89,300 |
| 31. Elevator Maintenance/Contract | | \$0 |
| 32. Heating/Cooling Repairs & Maintenance | | \$0 |
| 33. Pool Maintenance/Contract/Staff | | \$0 |
| 34. Snow Removal | | \$0 |
| 35. Decorating/Payroll/Contract | | \$9,400 |
| 36. Decorating Supplies | | \$0 |
| 37. Miscellaneous | | \$0 |
| Totals Operating & Maintenance | | \$138,650 |

M. OPERATING EXPENSES**Taxes & Insurance**

| | | |
|--|----------------|------------------|
| 38. Real Estate Taxes | | \$164,030 |
| 39. Payroll Taxes | | \$0 |
| 40. Miscellaneous Taxes/Licenses/Permits | | \$0 |
| 41. Property & Liability Insurance | \$900 per unit | \$84,600 |
| 42. Fidelity Bond | | \$0 |
| 43. Workman's Compensation | | \$0 |
| 44. Health Insurance & Employee Benefits | | \$18,800 |
| 45. Other Insurance | | \$0 |
| Total Taxes & Insurance | | \$267,430 |

Total Operating Expense**\$802,763**

**Total Operating
Expenses Per Unit**

\$8,540

**C. Total Operating
Expenses as % of EGI**

41.66%

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

\$28,200**Total Expenses****\$830,963**

N. PROJECT SCHEDULE

| ACTIVITY | ACTUAL OR ANTICIPATED DATE | NAME OF RESPONSIBLE PERSON |
|--|---------------------------------|----------------------------|
| 1. SITE | | |
| a. Option/Contract | 9/29/2023 | Stephen Wilson |
| b. Site Acquisition | 8/1/2025 | Stephen Wilson |
| c. Zoning Approval | 11/15/2023 | Stephen Wilson |
| d. Site Plan Approval | 3/1/2025 | Charles Margolis |
| 2. Financing | | |
| a. Construction Loan | | |
| i. Loan Application | 1/15/2025 | Charles Margolis |
| ii. Conditional Commitment | 5/15/2025 | Charles Margolis |
| iii. Firm Commitment | 7/15/2025 | Charles Margolis |
| b. Permanent Loan - First Lien | | |
| i. Loan Application | 1/15/2025 | Charles Margolis |
| ii. Conditional Commitment | 5/15/2025 | Charles Margolis |
| iii. Firm Commitment | 7/15/2025 | Charles Margolis |
| c. Permanent Loan-Second Lien | | |
| i. Loan Application | | |
| ii. Conditional Commitment | | |
| iii. Firm Commitment | | |
| d. Other Loans & Grants | | |
| i. Type & Source, List | Loudoun County Subordinate Loan | George Govan |
| ii. Application | 10/2/2023 | Charles Margolis |
| iii. Award/Commitment | 2/20/2024 | Phyllis J Randall |
| 2. Formation of Owner | 2/7/2024 | Stephen Wilson |
| 3. IRS Approval of Nonprofit Status | N/A | |
| 4. Closing and Transfer of Property to Owner | 8/1/2025 | Stephen Wilson |
| 5. Plans and Specifications, Working Drawings | 2/7/2025 | Charles Margolis |
| 6. Building Permit Issued by Local Government | 5/15/2025 | Charles Margolis |
| 7. Start Construction | 8/1/2025 | Charles Margolis |
| 8. Begin Lease-up | 1/1/2027 | Charles Margolis |
| 9. Complete Construction | 1/1/2027 | Charles Margolis |
| 10. Complete Lease-Up | 7/1/2027 | Charles Margolis |
| 11. Credit Placed in Service Date | 1/1/2027 | Charles Margolis |

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.

| <div>Must Use Whole Numbers Only!</div> <div>Item</div> | | (A) Cost | Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s): | | |
|---|-------------------------------|--------------|---|--------------------------------|-----------------------------|
| | | | "30% Present Value Credit" | | (D) |
| | | | (B) Acquisition | (C) Rehab/ New Construction | "70 % Present Value Credit" |
| 1. Contractor Cost | | | | | |
| a. | Unit Structures (New) | 16,853,233 | 0 | 16,853,233 | 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 | 1,340,117 | 0 | 1,340,117 | 0 |
| | Total Structure | 18,193,350 | 0 | 18,193,350 | 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 | | 0 | 0 | 0 |
| k. | Lawns & Planting | 0 | 0 | 0 | 0 |
| l. | Engineering | 0 | 0 | 0 | 0 |
| m. | Off-Site Improvements | 0 | 0 | 0 | 0 |
| n. | Site Environmental Mitigation | 0 | 0 | 0 | 0 |
| o. | Demolition | 0 | 0 | 0 | 0 |
| p. | Site Work | 2,099,541 | 0 | 2,099,541 | 0 |
| q. | Hard Cost Contingency | 1,166,130 | 0 | 1,166,130 | 0 |
| | Total Land Improvements | 3,265,671 | 0 | 3,265,671 | 0 |
| | Total Structure and Land | 21,459,021 | 0 | 21,459,021 | 0 |
| r. | General Requirements | 1,382,916 | 0 | 1,382,916 | 0 |
| s. | Builder's Overhead | 0 | 0 | 0 | 0 |
| (0.0% Contract) | | | | | |
| t. | Builder's Profit | 1,049,272 | 0 | 1,049,272 | 0 |
| (4.9% Contract) | | | | | |
| u. | Bonds | 227,196 | 0 | 227,196 | 0 |
| v. | Building Permits | 0 | 0 | 0 | 0 |
| w. | Special Construction | 0 | 0 | 0 | 0 |
| x. | Special Equipment | 0 | 0 | 0 | 0 |
| y. | Other 1: Gross Receipts | 29,536 | 0 | 29,536 | 0 |
| z. | Other 2: Insurance | 340,794 | 0 | 340,794 | 0 |
| aa. | Other 3: | 0 | 0 | 0 | 0 |
| Contractor Costs | | \$24,488,735 | \$0 | \$24,488,735 | \$0 |

Construction cost per unit:**\$246,261.89****MAXIMUM COMBINED GR, OVERHEAD & PROFIT =****\$3,004,263****ACTUAL COMBINED GR, OVERHEAD & PROFIT =****\$2,432,188**

O. PROJECT BUDGET - OWNER COSTS

| MUST USE WHOLE NUMBERS ONLY! Item | | (A) Cost | Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s): | | (D) "70 % Present Value Credit" |
|---|--|-----------|---|--------------------------------|------------------------------------|
| | | | "30% Present Value Credit" | | |
| | | | (B) Acquisition | (C) Rehab/ New Construction | |
| 2. Owner Costs | | | | | |
| a. | Building Permit | 210,000 | 0 | 110,000 | 0 |
| b. | Architecture/Engineering Design Fee \$12,654 /Unit) | 1,189,500 | 0 | 1,189,500 | 0 |
| c. | Architecture Supervision Fee \$2,340 /Unit) | 220,000 | 0 | 220,000 | 0 |
| d. | Tap Fees | 1,100,000 | 0 | 1,100,000 | 0 |
| e. | Environmental | 44,000 | 0 | 44,000 | 0 |
| f. | Soil Borings | 0 | 0 | 0 | 0 |
| g. | Green Building (Earthcraft, LEED, etc.) | 57,900 | 0 | 57,900 | 0 |
| h. | Appraisal | 24,000 | 0 | 24,000 | 0 |
| i. | Market Study | 24,000 | 0 | 24,000 | 0 |
| j. | Site Engineering / Survey | 40,000 | 0 | 40,000 | 0 |
| k. | Construction/Development Mgt | 82,500 | 0 | 82,500 | 0 |
| l. | Structural/Mechanical Study | 0 | 0 | 0 | 0 |
| m. | Construction Loan Origination Fee | 295,125 | 0 | 144,865 | 0 |
| n. | Construction Interest (5.7% for 20 months) | 1,312,000 | 0 | 837,000 | 0 |
| o. | Taxes During Construction | 125,000 | 0 | 62,500 | 0 |
| p. | Insurance During Construction | 336,000 | 0 | 336,000 | 0 |
| q. | Permanent Loan Fee (0.0%) | 0 | | | |
| r. | Other Permanent Loan Fees | 0 | | | |
| s. | Letter of Credit | 98,395 | 0 | 98,395 | 0 |
| t. | Cost Certification Fee | 25,000 | 0 | 25,000 | 0 |
| u. | Accounting | 55,000 | 0 | 55,000 | 0 |
| v. | Title and Recording | 142,000 | 0 | 70,500 | 0 |
| w. | Legal Fees for Closing | 185,000 | 0 | 46,250 | 0 |
| x. | Mortgage Banker | 154,802 | 0 | 77,401 | 0 |
| y. | Tax Credit Fee | 96,983 | | | |
| z. | Tenant Relocation | 0 | | | |
| aa. | Fixtures, Furnitures and Equipment | 714,000 | 0 | 714,000 | 0 |
| ab. | Organization Costs | 0 | | | |
| ac. | Operating Reserve | 889,872 | | | |
| ad. | Soft Costs Contingency | 0 | | | |
| ae. | Security | 0 | 0 | 0 | 0 |
| af. | Utilities | 400,000 | 0 | 400,000 | 0 |
| ag. | Supportive Service Reserves | 0 | | | |
| (1) | Other* specify: Contingency | 200,000 | 0 | 50,000 | 0 |
| (2) | Other* specify: Testing and Inspection | 132,300 | 0 | 132,300 | 0 |
| (3) | Other* specify: Site Bonds | 53,950 | 0 | 53,950 | 0 |
| (4) | Other* specify: LIHTC Syndicator Legal | 50,000 | 0 | 0 | 0 |

O. PROJECT BUDGET - OWNER COSTS

| | | | | |
|---|--------------|-----|--------------|-----|
| (5) Other * specify: VH Out of Balance Fee | 93,000 | 0 | 0 | 0 |
| (6) Other* specify: Marketing/Lease Up Reserv | 257,749 | 0 | 0 | 0 |
| (7) Other* specify: County Soft Int. Accrual | 328,076 | 0 | 227,000 | 0 |
| (8) Other* specify: Predevelopment Loan Cost | 143,000 | 0 | 143,000 | 0 |
| (9) Other* specify: Proffers | 100,000 | 0 | 100,000 | 0 |
| Owner Costs Subtotal (Sum 2A..2(10)) | \$9,179,152 | \$0 | \$6,465,061 | \$0 |
| Subtotal 1 + 2 (Owner + Contractor Costs) | \$33,667,887 | \$0 | \$30,953,796 | \$0 |
| 3. Developer's Fees | 3,326,000 | 0 | 3,326,000 | 0 |
| 4. Owner's Acquisition Costs | | | | |
| Land | 2,538,000 | | | |
| Existing Improvements | 0 | 0 | | |
| Subtotal 4: | \$2,538,000 | \$0 | | |
| 5. Total Development Costs | | | | |
| Subtotal 1+2+3+4: | \$39,531,887 | \$0 | \$34,279,796 | \$0 |

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

(Provide documentation at Tab E)

| | |
|-----|----------|
| \$0 | Land |
| \$0 | Building |

Maximum Developer Fee: \$3,326,471

| | | |
|---|-----------|--------------|
| Proposed Development's Cost per Sq Foot | \$280 | Meets Limits |
| Applicable Cost Limit by Square Foot: | \$520 | |
| Proposed Development's Cost per Unit | \$393,552 | Meets Limits |
| Applicable Cost Limit per Unit: | \$550,481 | |

P. ELIGIBLE BASIS CALCULATION

| Item | Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s): | | | |
|---|---|--|------------------------------------|--------------------------------|
| | (A) Cost | "30 % Present Value Credit" | (D) "70 % Present Value Credit" | |
| | | (B) Acquisition | | (C) Rehab/ New Construction |
| 1. Total Development Costs | 39,531,887 | 0 | 34,279,796 | 0 |
| 2. Reductions in Eligible Basis | | | | |
| a. Amount of federal grant(s) used to finance qualifying development costs | | 0 | 0 | 0 |
| b. Amount of nonqualified, nonrecourse financing | | 0 | 0 | 0 |
| c. Costs of nonqualifying units of higher quality (or excess portion thereof) | | 0 | 0 | 0 |
| d. Historic Tax Credit (residential portion) | | 0 | 0 | 0 |
| 3. Total Eligible Basis (1 - 2 above) | | 0 | 34,279,796 | 0 |
| 4. Adjustment(s) to Eligible Basis (For non-acquisition costs in eligible basis) | | | | |
| a. For QCT or DDA (Eligible Basis x 30%) <i>State Designated Basis Boosts:</i> | | | 0 | 0 |
| b. For Revitalization or Supportive Housing (Eligible Basis x 30%) | | | 0 | 0 |
| c. For Green Certification (Eligible Basis x 10%) | | | | 0 |
| Total Adjusted Eligible basis | | | 34,279,796 | 0 |
| 5. Applicable Fraction | | | | |
| | | 100.00000% | 100.00000% | 100.00000% |
| 6. Total Qualified Basis (Eligible Basis x Applicable Fraction) | | 0 | 34,279,796 | 0 |
| 7. Applicable Percentage | | | | |
| | | 4.00% | 4.00% | 9.00% |
| 8. Maximum Allowable Credit under IRC §42 (Qualified Basis x Applicable Percentage) (Must be same as BIN total and equal to or less than credit amount allowed) | | \$0 | \$1,371,192 | \$0 |
| | | \$1,371,192 Combined 30% & 70% P. V. Credit | | |

Q. SOURCES OF FUNDS**Action:** Provide Documentation for all Funding Sources at **Tab T**

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

| Source of Funds | Date of Application | Date of Commitment | Amount of Funds | Name of Contact Person |
|------------------------------|---------------------|--------------------|-----------------|------------------------|
| 1. Virginia Housing ST Bonds | 01/15/25 | | \$4,720,000 | Ed Traesger |
| 2. VH T-E Const to Perm Loan | 01/15/25 | | \$15,480,000 | Ed Traesger |
| 3. | | | | |
| Total Construction Funding: | | | \$20,200,000 | |

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

| Source of Funds | Date of Application | Date of Commitment | (Whole Numbers only) | | Interest Rate of Loan | Amortization Period IN YEARS | Term of Loan (years) |
|-----------------------------|---------------------|--------------------|----------------------|--------------------------|-----------------------|------------------------------|----------------------|
| | | | Amount of Funds | Annual Debt Service Cost | | | |
| 1. VH REACH Loan | 1/15/2025 | | \$7,410,000 | \$368,871 | 3.95% | 40 | 40 |
| 2. VH Tax-Exempt Loan | 1/15/2025 | | \$8,070,000 | \$566,956 | 6.50% | 40 | 40 |
| 3. Loudoun Subordinate Loan | 10/2/2023 | 2/20/2024 | \$7,570,981 | \$0 | 2.00% | 40 | 40 |
| 4. VA DHCD ASNH | 11/1/2024 | | \$2,000,000 | \$20,000 | 1.00% | 40 | 40 |
| 5. Loudoun Permit Fee Waiv | 2/12/2024 | 3/1/2024 | \$100,000 | | n/a | n/a | n/a |
| 6. | | | | | | | |
| 7. | | | | | | | |
| 8. | | | | | | | |
| 9. | | | | | | | |
| 10. | | | | | | | |
| Total Permanent Funding: | | | \$25,150,981 | \$955,827 | | | |

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

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

4. Subsidized Funding

| Source of Funds | Date of Commitment | Amount of Funds |
|-----------------|--------------------|-----------------|
| 1. | | |
| 2. | | |

Q. SOURCES OF FUNDS

| | | | |
|--------------------------|--|--|-----|
| 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..... **TRUE**

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

Below-Market Loans

TE: See Below For 50% Test Status

| | | |
|----|------------------------------|--------------|
| a. | Tax Exempt Bonds | \$20,200,000 |
| b. | RD 515 | \$0 |
| c. | Section 221(d)(3) | \$0 |
| d. | Section 312 | \$0 |
| e. | Section 236 | \$0 |
| f. | Virginia Housing REACH Funds | \$0 |
| g. | HOME Funds | \$0 |
| h. | Choice Neighborhood | \$0 |
| i. | National Housing Trust Fund | \$0 |
| j. | Virginia Housing Trust Fund | \$0 |
| k. | Other: | \$0 |
| | | |
| l. | Other: | \$0 |
| | | |

Market-Rate Loans

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

Grants*

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

Grants

| | | |
|----|--------|--|
| c. | State | |
| d. | Local | |
| e. | Other: | |

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

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

For purposes of the 50% Test, and based only on the data entered to this application, the portion of the aggregate basis of buildings and land financed with tax-exempt funds is: **54.86%**

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

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

| |
|--|
| |
| |
| |

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

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

Q. SOURCES OF FUNDS

- b.

TRUE

New project based subsidy from HUD or Rural Development or any other binding federal project based subsidy

8

Number of New PBV Vouchers
- c.

FALSE

Other

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

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

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

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

| | | | | | |
|----------------------|-----|-------------|---------|---|-----|
| Amount of State HOTC | \$0 | x Equity \$ | \$0.000 | = | \$0 |
|----------------------|-----|-------------|---------|---|-----|

c. Equity that Sponsor will Fund:

| | | |
|--|-------------|--|
| i. Cash Investment | \$0 | |
| ii. Contributed Land/Building | \$0 | |
| iii. Deferred Developer Fee | \$2,357,746 | (Note: Deferred Developer Fee cannot be negative.) |
| iv. 45L Credit Equity | \$39,950 | |
| v. Other: <u>Accrued Soft Interest</u> | \$328,076 | |

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 \$2,725,772

2. Equity Gap Calculation

| | | |
|--|---|--------------|
| a. Total Development Cost | | \$39,531,887 |
| b. Total of Permanent Funding, Grants and Equity | - | \$27,876,753 |
| c. Equity Gap | | \$11,655,134 |
| d. Developer Equity | - | \$2,331 |
| e. Equity gap to be funded with low-income tax credit proceeds | | \$11,652,803 |

3. Syndication Information (If Applicable)

| | | | |
|--|----------------------------|--------|----------------|
| a. Actual or Anticipated Name of Syndicator: | ▶ Stratford Capital Group | | |
| Contact Person: | Miles Hapgood | Phone: | (978) 535-5600 |
| Street Address: | 701 Edgewater Dr Suite 210 | | |
| City: | Wakefield | State: | Massachusetts |
| | | Zip: | 01880 |

b. Syndication Equity

| | |
|---|----------------|
| i. Anticipated Annual Credits | \$1,371,192.00 |
| ii. Equity Dollars Per Credit (e.g., \$0.85 per dollar of credit) | \$0.850 |
| iii. Percent of ownership entity (e.g., 99% or 99.9%) | 99.98000% |
| iv. Syndication costs not included in Total Development Costs (e.g., advisory fees) | \$0 |
| v. Net credit amount anticipated by user of credits | \$1,370,918 |
| vi. Total to be paid by anticipated users of credit (e.g., limited partners) | \$11,652,803 |

| | |
|-----------------|-----------|
| c. Syndication: | Private |
| d. Investors: | Corporate |

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 | \$11,652,803 |
|---|--------------|

5. Net Equity Factor

| | |
|---|----------------|
| Must be equal to or greater than 85%, unless the applicant has an approved waiver | 85.0000147813% |
|---|----------------|

S. DETERMINATION OF RESERVATION AMOUNT NEEDED

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

| | | | |
|---|---------------|---|----------------|
| 1. Total Development Costs | | | \$39,531,887 |
| 2. Less Total of Permanent Funding, Grants and Equity | - | | \$27,876,753 |
| 3. Equals Equity Gap | | | \$11,655,134 |
| 4. Divided by Net Equity Factor (Percent of 10-year credit expected to be raised as equity investment) | | | 85.0000147813% |
| 5. Equals Ten-Year Credit Amount Needed to Fund Gap | | | \$13,711,921 |
| Divided by ten years | | | 10 |
| 6. Equals Annual Tax Credit Required to Fund the Equity Gap | | | \$1,371,192 |
| 7. Maximum Allowable Credit Amount (from Eligible Basis Calculation) | | | \$1,371,192 |
| 8. Requested Credit Amount | | For 30% PV Credit: | \$1,371,192 |
| | | For 70% PV Credit: | \$0 |
| Credit per LI Units | \$14,587.1489 | Combined 30% & 70% PV Credit Requested | |
| Credit per LI Bedroom | \$8,412.2209 | | |
| | | | \$1,371,192 |

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

T. CASH FLOW

1. Revenue

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

| | |
|--|--------------------|
| Total Monthly Rental Income for LIHTC Units | \$167,165 |
| Plus Other Income Source (list): <u>App, pet, admin, late fees</u> | \$1,880 |
| Equals Total Monthly Income: | \$169,045 |
| Twelve Months | x12 |
| Equals Annual Gross Potential Income | \$2,028,540 |
| Less Vacancy Allowance <u>5.0%</u> | \$101,427 |
| Equals Annual Effective Gross Income (EGI) - Low Income Units | \$1,927,113 |

Warning: Documentation must be submitted to support vacancy rate of less than 7%.

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

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

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

3. Cash Flow (First Year)

| | |
|---|-------------|
| a. Annual EGI Low-Income Units | \$1,927,113 |
| b. Annual EGI Market Units | \$0 |
| c. Total Effective Gross Income | \$1,927,113 |
| d. Total Expenses | \$830,963 |
| e. Net Operating Income | \$1,096,150 |
| f. Total Annual Debt Service | \$955,827 |
| g. Cash Flow Available for Distribution | \$140,323 |

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 | 1,927,113 | 1,965,655 | 2,004,968 | 2,045,068 | 2,085,969 |
| Less Oper. Expenses | 830,963 | 855,892 | 881,569 | 908,016 | 935,256 |
| Net Income | 1,096,150 | 1,109,763 | 1,123,400 | 1,137,052 | 1,150,713 |
| Less Debt Service | 955,827 | 955,827 | 955,827 | 955,827 | 955,827 |
| Cash Flow | 140,323 | 153,936 | 167,573 | 181,225 | 194,886 |
| Debt Coverage Ratio | 1.15 | 1.16 | 1.18 | 1.19 | 1.20 |

| | Year 6 | Year 7 | Year 8 | Year 9 | Year 10 |
|---------------------|-----------|-----------|-----------|-----------|-----------|
| Eff. Gross Income | 2,127,688 | 2,170,242 | 2,213,647 | 2,257,920 | 2,303,078 |
| Less Oper. Expenses | 963,314 | 992,213 | 1,021,980 | 1,052,639 | 1,084,218 |
| Net Income | 1,164,375 | 1,178,029 | 1,191,667 | 1,205,281 | 1,218,860 |

T. CASH FLOW

| | | | | | |
|---------------------|---------|---------|---------|---------|---------|
| Less Debt Service | 955,827 | 955,827 | 955,827 | 955,827 | 955,827 |
| Cash Flow | 208,548 | 222,202 | 235,840 | 249,454 | 263,033 |
| Debt Coverage Ratio | 1.22 | 1.23 | 1.25 | 1.26 | 1.28 |

| | | | | | |
|---------------------|-----------|-----------|-----------|-----------|-----------|
| | Year 11 | Year 12 | Year 13 | Year 14 | Year 15 |
| Eff. Gross Income | 2,349,140 | 2,396,123 | 2,444,045 | 2,492,926 | 2,542,785 |
| Less Oper. Expenses | 1,116,745 | 1,150,247 | 1,184,755 | 1,220,297 | 1,256,906 |
| Net Income | 1,232,395 | 1,245,876 | 1,259,291 | 1,272,629 | 1,285,879 |
| Less Debt Service | 955,827 | 955,827 | 955,827 | 955,827 | 955,827 |
| Cash Flow | 276,568 | 290,049 | 303,464 | 316,802 | 330,052 |
| Debt Coverage Ratio | 1.29 | 1.30 | 1.32 | 1.33 | 1.35 |

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

U. Building-by-Building Information

Must Complete

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

Number of BINS: 1

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

| Bldg # | BIN if known | NUMBER OF | | Street Address 1 | Street Address 2 | City | State | Zip | 30% Present Value Credit for Acquisition | | | | 30% Present Value Credit for Rehab / New Construction | | | | 70% Present Value Credit | | | |
|---|--------------|------------------|-------------------|----------------------------|------------------|---------|-------|-------|--|---------------------------------------|-----------------------|---------------|---|---------------------------------------|-----------------------|---------------|--------------------------|---------------------------------------|-----------------------|---------------|
| | | TAX CREDIT UNITS | MARKET RATE UNITS | | | | | | Estimate Qualified Basis | Actual or Anticipated In-Service Date | Applicable Percentage | Credit Amount | Estimate Qualified Basis | Actual or Anticipated In-Service Date | Applicable Percentage | Credit Amount | Estimate Qualified Basis | Actual or Anticipated In-Service Date | Applicable Percentage | Credit Amount |
| 1. | | 94 | 0 | 20550 Heron Overlook Plaza | | Ashburn | VA | 20147 | | | | \$0 | \$34,279,796 | 01/01/27 | 4.00% | \$1,371,192 | | | | \$0 |
| 2. | | | | | | | | | | | | \$0 | | | | \$0 | | | | \$0 |
| 3. | | | | | | | | | | | | \$0 | | | | \$0 | | | | \$0 |
| 4. | | | | | | | | | | | | \$0 | | | | \$0 | | | | \$0 |
| 5. | | | | | | | | | | | | \$0 | | | | \$0 | | | | \$0 |
| 6. | | | | | | | | | | | | \$0 | | | | \$0 | | | | \$0 |
| 7. | | | | | | | | | | | | \$0 | | | | \$0 | | | | \$0 |
| 8. | | | | | | | | | | | | \$0 | | | | \$0 | | | | \$0 |
| 9. | | | | | | | | | | | | \$0 | | | | \$0 | | | | \$0 |
| 10. | | | | | | | | | | | | \$0 | | | | \$0 | | | | \$0 |
| 11. | | | | | | | | | | | | \$0 | | | | \$0 | | | | \$0 |
| 12. | | | | | | | | | | | | \$0 | | | | \$0 | | | | \$0 |
| 13. | | | | | | | | | | | | \$0 | | | | \$0 | | | | \$0 |
| 14. | | | | | | | | | | | | \$0 | | | | \$0 | | | | \$0 |
| 15. | | | | | | | | | | | | \$0 | | | | \$0 | | | | \$0 |
| 16. | | | | | | | | | | | | \$0 | | | | \$0 | | | | \$0 |
| 17. | | | | | | | | | | | | \$0 | | | | \$0 | | | | \$0 |
| 18. | | | | | | | | | | | | \$0 | | | | \$0 | | | | \$0 |
| 19. | | | | | | | | | | | | \$0 | | | | \$0 | | | | \$0 |
| 20. | | | | | | | | | | | | \$0 | | | | \$0 | | | | \$0 |
| 21. | | | | | | | | | | | | \$0 | | | | \$0 | | | | \$0 |
| 22. | | | | | | | | | | | | \$0 | | | | \$0 | | | | \$0 |
| 23. | | | | | | | | | | | | \$0 | | | | \$0 | | | | \$0 |
| 24. | | | | | | | | | | | | \$0 | | | | \$0 | | | | \$0 |
| 25. | | | | | | | | | | | | \$0 | | | | \$0 | | | | \$0 |
| 26. | | | | | | | | | | | | \$0 | | | | \$0 | | | | \$0 |
| 27. | | | | | | | | | | | | \$0 | | | | \$0 | | | | \$0 |
| 28. | | | | | | | | | | | | \$0 | | | | \$0 | | | | \$0 |
| 29. | | | | | | | | | | | | \$0 | | | | \$0 | | | | \$0 |
| 30. | | | | | | | | | | | | \$0 | | | | \$0 | | | | \$0 |
| 31. | | | | | | | | | | | | \$0 | | | | \$0 | | | | \$0 |
| 32. | | | | | | | | | | | | \$0 | | | | \$0 | | | | \$0 |
| 33. | | | | | | | | | | | | \$0 | | | | \$0 | | | | \$0 |
| 34. | | | | | | | | | | | | \$0 | | | | \$0 | | | | \$0 |
| 35. | | | | | | | | | | | | \$0 | | | | \$0 | | | | \$0 |
| 94 0 If development has more than 35 buildings, contact Virginia Housing. | | | | | | | | | \$0 | | | | \$34,279,796 | | | | \$0 | | | |
| Totals from all buildings | | | | | | | | | \$0 | | | | \$0 | | | | \$1,371,192 | | | |
| | | | | | | | | | | | | | | | | | \$0 | | | |

Number of BINS: 1

V. STATEMENT OF OWNER

The undersigned hereby acknowledges the following:

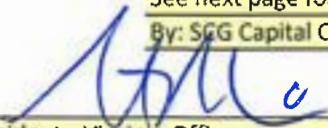
1. that, to the best of its knowledge and belief, all factual information provided herein or in connection herewith is true and correct, and all estimates are reasonable.
2. that it will at all times indemnify and hold harmless Virginia Housing and its assigns against all losses, costs, damages, Virginia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

V. STATEMENT OF OWNER

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

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

Legal Name of Owner: Commonwealth Lofts 4, LLC
See next page for full signature block
By: SGG Capital Corp.

By: 
Its: President - Virginia Office
(Title)


COMMONWEALTH LOFTS 4, LLC,
a Virginia limited liability company

By: Commonwealth Lofts 4 MM, LLC,
a Virginia limited liability company,
its managing member

By: SCG Development Partners, LLC,
a Delaware limited liability company
its managing member

By: SCG Development Manager, LLC,
a Delaware limited liability company
its managing member

By: SCG Capital Corp.,
a Delaware nonstock corporation
its sole member

By: 
Name: Stephen P. Wilson
Title: President – Virginia Office

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: | Joseph Steven Saville |
| Virginia License#: | 0401012654 |
| Architecture Firm or Company: | Davis, Carter, Scott Ltd. |

By:

Its:



 **PROJECT DIRECTOR**
(Title)

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

V. Previous Participation Certification**Development Name:** Commonwealth Lofts**Name of Applicant (entity):** Commonwealth Lofts 4, LLC

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

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

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

Accordingly, I hereby certify the following:


1. All the statements made within this Certification are true, complete and correct to the best of my knowledge and belief and are made in good faith, including the data contained in Schedule A and any statements attached to this certification, and I will immediately alert Virginia Housing should I become aware of any information prior to the application deadline which may render my statements herein false or misleading.
2. During any time that any of the Participants were Principals in any multifamily rental property, no mortgagee of any such property declared a default under its mortgage loan or assigned it to the mortgage insurer (governmental or private); no such property was foreclosed upon or dispossessed pursuant to a deed-in-lieu of foreclosure; and no such property received mortgage relief from the mortgagee.
3. During any time that any of the Participants were Principals in an owner(s) of any multifamily rental property, no such owner(s) was determined to have breached any agreement related to the construction or rehabilitation, use, operation, management or disposition of the property, including removal from a partnership or limited liability company.
4. That at no time have any Participants listed in this certification been required to turn in a property to the investor or been removed from a multifamily rental property ownership structure.
5. There are no unresolved findings raised as a result of state or federal audits, management reviews or other governmental investigations concerning any multifamily rental property in which any of the Participants were Principals.
6. During any time that any of the Participants were Principals in any multifamily rental property, there has not been a suspension or termination of payments under any state or federal assistance contract for such property.
7. None of the Participants 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, I have attached a true and accurate statement to explain the relevant facts and circumstances.

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



Signature
Stephen P. Wilson

Printed Name

Date (no more than 30 days prior to submission of the Application) 1/11/2025

V. List of LIHTC Developments (Schedule A)

INSTRUCTIONS

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

Name of Applicant: Commonwealth Lofts 4, LLC

Principals' Name: Commonwealth Lofts 4 MM, LLC

| # | Development Name | Location | Ownership Entity | Ownership Entity Phone | CGP or "Named" Managing Member at the time of deal? | Total Development Units | Total Low Income Units | Placed in Service Date | 8609 Issued Date | Uncorrected 8823s? If Y, Explain at Tab D |
|-----|---|----------|------------------|------------------------|---|-------------------------|------------------------|------------------------|------------------|---|
| 1. | Please see Tab D for a comprehensive | | | | | | | | | |
| 2. | list of Schedule A lists for the relevant | | | | | | | | | |
| 3. | entities on the post-closing org chart. | | | | | | | | | |
| 4. | | | | | | | | | | |
| 5. | Commonwealth Lofts 4 MM, LLC was | | | | | | | | | |
| 6. | formed to be the managing member | | | | | | | | | |
| 7. | of this transaction and has no other | | | | | | | | | |
| 8. | development history. | | | | | | | | | |
| 9. | | | | | | | | | | |
| 10. | | | | | | | | | | |
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| 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:

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

Included**Score**

| | | |
|--------|-----------|------|
| Y | Y or N | 0 |
| Y | Y or N | 0 |
| Y | Y or N | 0 |
| Y | Y or N | 0 |
| Y | Y or N | 0 |
| Y | Y or N | 0 |
| Y | Y or N | 0 |
| Y | Y or N | 0 |
| Y | Y, N, N/A | 0 |
| Y | Y or N | 0 |
| Y | Y or N | 0 |
| Y | Y or N | 0 |
| Y | Y or N | 0 |
| Total: | | 0.00 |

1. READINESS:

- a. Virginia Housing notification letter to CEO (via Locality Notification Information App)
- b. Local CEO Opposition Letter
- c. Plan of development
- d. Location in a revitalization area based on Qualified Census Tract
- or e. Location in a revitalization area with resolution or by locality
- or f. Location in a Opportunity Zone
- g. Location in a Medium to High level Economic Development Jurisdiction
- h. Location on land owned by Tribal Nation

| | | |
|--------|----------|-------|
| Y | 0 or -50 | 0.00 |
| N | 0 or -25 | 0.00 |
| N | 0 to 10 | 0.00 |
| N | 0 or 10 | 0.00 |
| Y | 0 or 15 | 15.00 |
| N | 0 or 15 | 0.00 |
| Y | 0 or 5 | 5.00 |
| N | 0 or 15 | 0.00 |
| Total: | | 20.00 |

2. HOUSING NEEDS CHARACTERISTICS:

- a. Sec 8 or PHA waiting list preference
- b. Existing RD, HUD Section 8 or 236 program
- c. Subsidized funding commitments
- d. Tax abatement on increase of property's value
- e. New project based rental subsidy) in Northern Virginia or New Construction pool
- f. Census tract with <12% poverty rate
- g. Development provided priority letter from Rural Development
- h. Dev. located in area with increasing rent burdened population

| | | |
|--------|-----------------|-------|
| Y | 0 or up to 5 | 0.43 |
| N | 0 or 20 | 0.00 |
| 0.00% | Up to 60 | 0.00 |
| N | 0 or 5 | 0.00 |
| N | up to 40 | 0.00 |
| 3% | 0, 20, 25 or 30 | 30.00 |
| N | 0 or 15 | 0.00 |
| Y | Up to 20 | 20.00 |
| Total: | | 50.43 |

3. DEVELOPMENT CHARACTERISTICS:

- a. Enhancements (See calculations below)
- b. <removed for 2025>
- c. HUD 504 accessibility for 10% of units
- d. Proximity to public transportation
- e. Development will be Green Certified
- f. Units constructed to meet Virginia Housing's Universal Design standards

| | | |
|-----|-------------|-------|
| | | 43.61 |
| | | 0.00 |
| N | 0 or 20 | 0.00 |
| Y10 | 0, 10 or 20 | 10.00 |
| Y | 0 or 10 | 10.00 |
| 0% | Up to 15 | 0.00 |

| | | | |
|---|---|----------|-------|
| g. Developments with less than 100 low income units | Y | up to 20 | 2.40 |
| 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: | | | 76.01 |

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 | 11.70% | 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 | N | 0 or 30 | 0.00 |
| b. Veteran Small Business Principal owner 25% or greater | N | 0 or 30 | 0.00 |
| c. Developer experience - uncorrected life threatening hazard | N | 0 or -50 | 0.00 |
| d. Developer experience - noncompliance | N | 0 or -15 | 0.00 |
| e. Developer experience - did not build as represented (per occurrence) | 0 | 0 or -2x | 0.00 |
| f. Developer experience - failure to provide minimum building requirements (per occurrence) | 0 | 0 or -50 per item | 0.00 |
| g. Developer experience - termination of credits by Virginia Housing | N | 0 or -10 | 0.00 |
| h. Developer experience - exceeds cost limits at certification | N | 0 or -50 | 0.00 |
| i. Developer experience - more than 2 requests for Final Inspection | 0 | 0 or -5 per item | 0.00 |
| j. Management company rated unsatisfactory | N | 0 or -25 | 0.00 |
| Total: | | | 0.00 |

6. EFFICIENT USE OF RESOURCES:

| | | | |
|--------------------|--|-----------|-------|
| a. Credit per unit | | Up to 100 | 44.50 |
| Total: | | | 44.50 |

7. BONUS POINTS:

| | | | | |
|--|----|-------|----------|-------|
| a. Extended Use Restriction beyond 15 year compliance period | 35 | Years | 40 or 70 | 70.00 |
| 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 | N | | Up to 30 | 0.00 |
| e. RAD or PHA Conversion participation and competing in Local Housing Authority pool | N | | 0 or 10 | 0.00 |
| f. Team member with Diversity, Equity and Inclusion Designation | N | | up to 10 | 0.00 |
| g. Team member with Veteran Owned Small Business Certification | N | | up to 10 | 0.00 |
| h. Commitment to electronic payment of fees | Y | | 0 or 5 | 5.00 |
| i. Zero Ready or Passive House certification from prior allocation | N | | 0 or 20 | 0.00 |
| Total: | | | | 75.00 |

300 Point Threshold - all 9% Tax Credits

200 Point Threshold - Tax Exempt Bonds

TOTAL SCORE:

265.94

Enhancements:

All units have:

| | Max Pts | Score |
|--|---------|-------|
| a. Community Room | 5 | 5.00 |
| b. Exterior walls constructed with brick and other low maintenance materials | 40 | 36.61 |
| c. LED Kitchen Light Fixtures | 2 | 2.00 |
| 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 Certification) | 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 |
| l. 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 |

43.61

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 |
| | | <hr/> 0.00 |

Total amenities: **43.61**

Development Summary

2025 Low-Income Housing Tax Credit Application For Reservation

| | | | | |
|-----------------------------|-----------------------------|---------------------------------|----------------|---|
| Cycle Type: | 4% Tax Exempt Bonds Credits | Requested Credit Amount: | \$1,371,192 | <div>Total Score 265.94</div> |
| Allocation Type: | New Construction | Jurisdiction: | Loudoun County | |
| Total Units | 94 | Population Target: | General | |
| Total LI Units | 94 | | | |
| Project Gross Sq Ft: | 132,119.50 | Owner Contact: | Stephen Wilson | |
| Green Certified? | TRUE | | | |

Extended Use Restriction? 50

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, $(40\%/60\%) \times 100$ 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 | \$1,371,192 |
| Credit Requested | \$1,371,192 |
| % of Savings | 0.00% |
| Sliding Scale Points | 44.5 |

Tab A:

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

**OPERATING AGREEMENT
OF
COMMONWEALTH LOFTS 4, LLC**

This Operating Agreement (the “**Agreement**”) of Commonwealth Lofts 4, LLC (the “**Company**”), a limited liability company organized pursuant to Chapter 12 of Title 13.1 of the Code of Virginia (the “**Act**”), is entered into by: Commonwealth Lofts 4 MM, LLC, to form a limited liability company, in accordance with the Act, as the managing member of the Company (the “**Managing Member**”), and SCG Development Holdings, LLC, as the investor member.

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

2. **Separateness.** The Company will conduct its business and operations in its own name and will maintain books and records and bank accounts separate from those of any other person or entity.

3. **Management.** The Company will be member-managed. Commonwealth Lofts 4 MM, LLC will carry the title of “Managing Member” and will exercise full and exclusive control over the affairs of the Company. The Managing Member may appoint officers and agents for the Company and give them such titles and powers as the Managing Member may choose. Any action taken by the Managing Member in the name of the Company, and any action taken by an officer or agent of the Company in the name of the Company and with the proper authorization of the Managing Member, will be an action of the Company.

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

| <u>Name</u> | <u>Title</u> | <u>Interest</u> | <u>Capital Contribution</u> |
|-------------------------------|-----------------|-----------------|-----------------------------|
| Commonwealth Lofts 4 MM, LLC | Managing Member | 50% | \$100.00 |
| SCG Development Holdings, LLC | Investor Member | 50% | \$100.00 |

The Members are not obligated to make additional Capital Contributions to the Company.

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

6. **Dissolution.** The Company will dissolve upon the first to occur of (i) the sale or other disposition of all or substantially all of the Company's property and the Company's receipt of all or substantially all of the proceeds thereof, or (ii) the determination of the Member to dissolve.

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

8. **No Liability of Member and Others.** The Members and their agents and any officers and agents of the Company will not be liable for the Company's liabilities, debts or obligations, all of which will be the sole obligation of the Company. The failure by the Company to observe any formalities or requirements relating to the exercise of its powers or the management of its business or affairs under this Agreement will not be grounds for imposing personal liability on any Member or any officer.

9. **Indemnification.** The Company will indemnify and defend the Members and their agents and any officers and agents of the Company, from and against all costs, losses, liabilities and damages incurred by or asserted against any such person in connection with the Company's business to the fullest extent provided or allowed by law.

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

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

The undersigned has executed this Agreement effective as of December 11, 2024.

[signature page follows]

[signature page to Operating Agreement of Commonwealth Lofts 4, LLC]


Managing Member

COMMONWEALTH LOFTS 4 MM, LLC

By: SCG Development Partners, LLC,
a Delaware limited liability company
its managing member

By: SCG Development Manager, LLC,
a Delaware limited liability company
its managing member

By: SCG Capital Corp.,
a Delaware nonstock corporation
its sole member

By: 
Name: Stephen P. Wilson
Title: President – Virginia Office


Investor Member

SCG DEVELOPMENT HOLDINGS, LLC

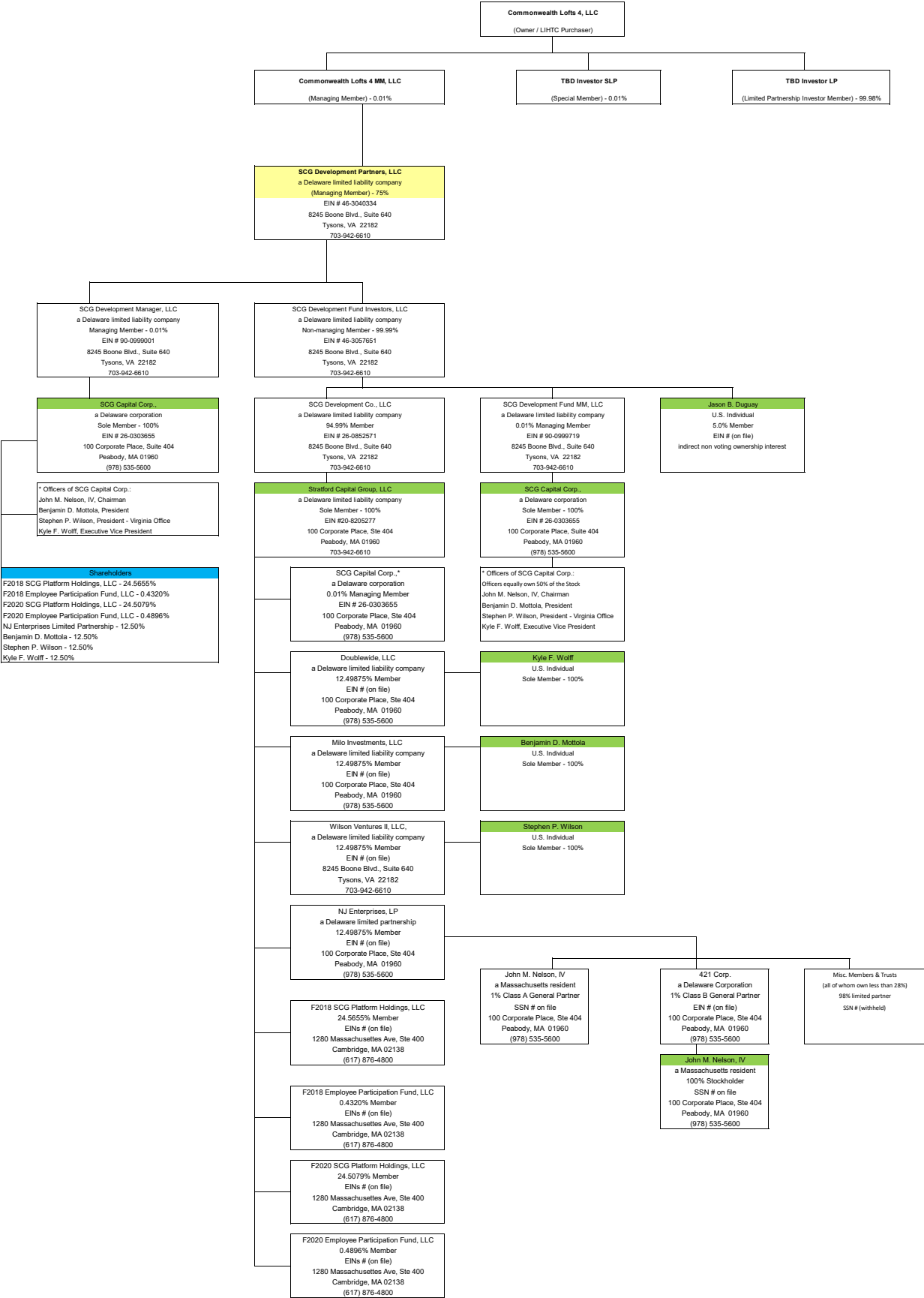
By: SCG Development Partners, LLC,
a Delaware limited liability company
its managing member

By: SCG Development Manager, LLC,
a Delaware limited liability company
its managing member

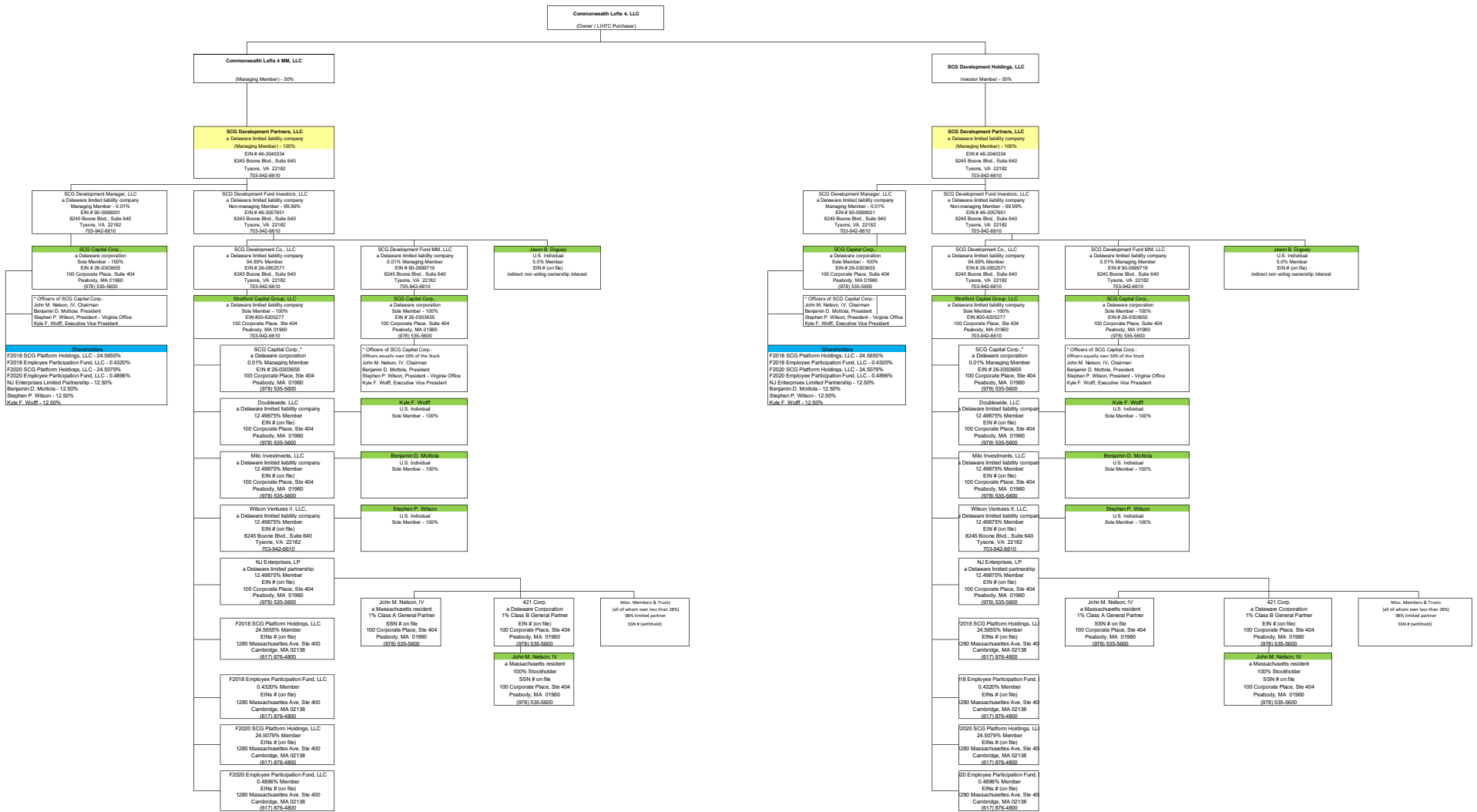
By: SCG Capital Corp.,
a Delaware nonstock corporation
its sole member

By: 
Name: Stephen P. Wilson
Title: President – Virginia Office

Commonwealth Lofts 4, LLC Organizational Chart



Commonwealth Lofts 4, LLC Organizational Chart - During Pre-development only



For all deals with more than 50% Deferred Developer Fee

Commonwealth Lofts Deferred Developer Fee Payoff Schedule

Complete all green cells

| Stabilized | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Year 6 | Year 7 | Year 8 | Year 9 | Year 10 |
|---------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| Eff. Gross Income | 1,927,113 | 1,965,655 | 2,004,968 | 2,045,068 | 2,085,969 | 2,127,688 | 2,170,242 | 2,213,647 | 2,257,920 | 2,303,078 |
| Less Oper. Expenses | 830,963 | 855,892 | 881,569 | 908,016 | 935,256 | 963,314 | 992,213 | 1,021,980 | 1,052,639 | 1,084,218 |
| Net Income | 1,096,150 | 1,109,763 | 1,123,400 | 1,137,052 | 1,150,713 | 1,164,375 | 1,178,029 | 1,191,667 | 1,205,281 | 1,218,860 |
| Less Debt Service | 955,827 | 955,827 | 955,827 | 955,827 | 955,827 | 955,827 | 955,827 | 955,827 | 955,827 | 955,827 |
| Cash Flow | 140,323 | 153,936 | 167,573 | 181,225 | 194,886 | 208,548 | 222,202 | 235,840 | 249,454 | 263,033 |
| Debt Coverage Ratio | 1.15 | 1.17 | 1.18 | 1.20 | 1.21 | 1.22 | 1.24 | 1.25 | 1.26 | 1.28 |

Deferred Developer Fee

| | | | | | | | | | | |
|--------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|---------|---------|
| Starting Balance | 2,357,746 | 2,217,423 | 2,063,487 | 1,895,914 | 1,714,689 | 1,519,803 | 1,311,255 | 1,089,053 | 853,213 | 603,759 |
| Available Cashflow | 140,323 | 153,936 | 167,573 | 181,225 | 194,886 | 208,548 | 222,202 | 235,840 | 249,454 | 263,033 |
| Ending Balance | 2,217,423 | 2,063,487 | 1,895,914 | 1,714,689 | 1,519,803 | 1,311,255 | 1,089,053 | 853,213 | 603,759 | 340,726 |

| Year 11 | Year 12 | Year 13 | Year 14 | Year 15 |
|-----------|-----------|-----------|-----------|-----------|
| 2,349,140 | 2,396,123 | 2,444,045 | 2,492,926 | 2,542,785 |
| 1,116,745 | 1,150,247 | 1,184,755 | 1,220,297 | 1,256,906 |
| 1,232,395 | 1,245,876 | 1,259,291 | 1,272,629 | 1,285,879 |
| 955,827 | 955,827 | 955,827 | 955,827 | 955,827 |
| 276,568 | 290,049 | 303,464 | 316,802 | 330,052 |
| 1.29 | 1.30 | 1.31 | 1.33 | 1.34 |

Deferred Developer Fee

| | | | | | |
|--------------------|---------|---------|----------|----------|----------|
| Starting Balance | 603,759 | 327,191 | 37,142 | -266,322 | -583,124 |
| Available Cashflow | 276,568 | 290,049 | 303,464 | 316,802 | 330,052 |
| Ending Balance | 327,191 | 37,142 | -266,322 | -583,124 | -913,175 |

Tab B:

Virginia State Corporation Commission Certification
(MANDATORY)

Commonwealth of Virginia



STATE CORPORATION COMMISSION

Richmond, February 7, 2024

This is to certify that the certificate of organization of

Commonwealth Lofts 4, LLC

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

Effective date: February 7, 2024



STATE CORPORATION COMMISSION

Attest:

A handwritten signature in cursive script, likely belonging to the Clerk of the Commission.

Clerk of the Commission

Limited Liability Company - Articles of Organization

| | | |
|---------------------------|---------------------------|--|
| Entity Information | | |
| Entity Name: | Commonwealth Lofts 4, LLC | Entity Type: Limited Liability Company |
| Business Type | | |
| Industry Code: | 0 - General | |
| Duration | | |
| Perpetual(forever) | | |

| | | |
|--|--|---|
| Registered Agent Information | | |
| RA Type: | Entity | Locality: ROANOKE CITY |
| RA Qualification: | N/A | |
| Name: | CAPITOL CORPORATE SERVICES, INC. | Email Address: regagent@capitolservices.com |
| The company's registered office address, including the street and number, if any, which is identical to the business office of the registered agent, is: | | |
| Registered Office Address: | 10 S Jefferson St Ste 1800, Roanoke, VA, 24011 - 1323, USA | Contact Number: N/A |

| | |
|--|--|
| Principal Office Address | |
| Address: 8245 Boone Blvd Ste 640, Vienna, VA, 22182, USA | |

| | |
|------------------------------|--|
| Principal Information | |
| Management Structure: N/A | |

| | | |
|---|------------------|--------------|
| Signature Information | | |
| Date Signed: 02/07/2024 | | |
| Executed in the name of the limited liability company by: | | |
| Printed Name | Signature | Title |
| Mark Hunter | Mark Hunter | Organizer |

**COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION**

AT RICHMOND, FEBRUARY 7, 2024

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

Commonwealth Lofts 4, LLC

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

CERTIFICATE OF ORGANIZATION

be issued and admitted to record with the articles of organization in the Office of the Clerk of the Commission, effective February 7, 2024.

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

STATE CORPORATION COMMISSION

By

A handwritten signature in black ink, appearing to read "Jehmal T. Hudson", followed by a horizontal line.

Jehmal T. Hudson
Commissioner

Commonwealth of Virginia



State Corporation Commission

CERTIFICATE OF FACT

I Certify the Following from the Records of the Commission:

That Commonwealth Lofts 4, LLC is duly organized as a Limited Liability Company under the law of the Commonwealth of Virginia;

That the Limited Liability Company was formed on February 7, 2024; and

That the Limited Liability Company is in existence in the Commonwealth of Virginia as of the date set forth below.

That the limited liability company is current in the payment of all registration fees assessed against it by the Commission pursuant to the Virginia Limited Liability Company Act as of the date set forth below.

Nothing more is hereby certified.



Signed and Sealed at Richmond on this Date:

January 12, 2025

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

Bernard J. Logan, Clerk of the Commission

Tab C:

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

January 14, 2025

Mr. Stephen P. Wilson
Principal
SCG Development Partners, LLC
8245 Boone Boulevard, Suite 640
Tysons Corner, VA 22182

Re: Commonwealth Lofts
Ashburn, Virginia

Dear Steve,

We appreciate the opportunity to provide this letter of interest for the equity capitalization of a Commonwealth Lofts 4, LLC (the “Company”), which will develop 94 units of family housing to be known as Commonwealth Lofts in Ashburn, VA (the “Property”). We understand that the development of the Property will be financed by (i) a tax-exempt First Mortgage Loan provided by the Virginia Housing Development Authority in the presently anticipated amount of \$15,480,246, (ii) an interest-only Second Mortgage Loan provided by the Virginia Department of Housing and Community Development in the presently anticipated amount of \$2,000,000, (iii) a subordinate loan provided by Loudoun County in the presently anticipated amount of \$7,570,981, (iv) \$100,000 in waived permit fees, and (v) approximately \$328,076 in accrued interest on the Loudoun County loan. The Property will be developed, owned, and operated such that all of the apartment units qualify for federal low-income housing tax credits (the “Housing Tax Credits”) and Section 45L federal energy efficiency tax credits (the “45L Tax Credits”).

Based on the materials that you have delivered to us to date and assuming the accuracy and completeness thereof, we expect to provide equity capital contributions to the Company in the amount of approximately \$11,692,800 (equal to \$0.85 per dollar of Housing Tax Credit and \$0.85 per dollar of 45L Tax Credit). It is anticipated that (i) the Company will qualify for Housing Tax Credits in the amount \$13,711,920 representing \$1,371,192 per year for ten years, (ii) the Company will qualify for 45L Tax Credits in the amount of \$47,000, and (iii) Stratford Capital or its designee will receive a 99.99% ownership interest in the Company (of which 0.01% will be a Special Member ownership interest). Upon completion of a satisfactory due diligence review period and receipt of all necessary funding commitments, we anticipate that the equity will be contributed, as follows: (i) 25% upon Initial Closing, (ii) 7.5% upon 50% construction completion, (iii) 12.5% upon 75% construction completion, 10% upon the Completion Date, (iv) 36.4% upon Final Closing, and (v) 8.6% upon the Stabilization Date and receipt of IRS Forms 8609.

As you may know, the principals of Stratford Capital have arranged for the equity financing of over 325 multi-family residential properties, most of which benefit from Federal Tax Credits, including more than 70 properties in partnership with SCG Development Partners. This letter of interest is



conditioned upon (1) the Property qualifying for Housing Tax Credits in the amount referenced above, (2) the Property being developed and operated substantially as represented by SCG Development Partners, (3) our confirmation of the representations, warranties and information provided by you to us, (4) execution of an Operating Agreement and other definitive documentation required by us, and (5) no materially adverse changes occurring in applicable laws, rules, regulations or market conditions.

Please do not hesitate to contact me at (978) 548-6155 with any questions. We look forward to working with you on this and future matters.

Sincerely,

STRATFORD CAPITAL GROUP

By: Joshua K. Gould
Joshua K. Gould
Senior Vice President

Tab D:

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

V. List of LIHTC Developments (Schedule A)

INSTRUCTIONS

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

- For Principals organized as a corporation (public or private), nonprofit organization, or governmental entity, you are only required to list the names of any officers who are directly responsible to the Board of Directors (or equivalent) and any stockholder holding a 25% or more interest in said Principal.
- For Principals organized as a limited liability company with more than 25 individual members, you are only required to list the names of any officers and any managing members responsible for managing the affairs of the company, along with the name of any individual 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: Commonwealth Lofts

Name of Applicant: Commonwealth Lofts 4, LLC

Principals' Name: SCG Development Partners, LLC

| # | Development Name | Location | Ownership Entity | Ownership Entity Phone | CGP or "Named" Managing Member at the time of deal? | Total Development Units | Total Low Income Units | Placed in Service Date | 8609 Issued Date | Uncorrected 8823s? If Y, Explain at Tab D |
|-----|------------------------------------|-----------------------|--|------------------------|---|-------------------------|------------------------|------------------------|------------------|---|
| 1. | Coyle School Residences | Taunton, MA | Coyle School Residences, LP | 703.942.6610 | Y | 50 | 45 | TBD | TBD | N |
| 2. | Ovata at Reedy Creek | Charlotte, NC | Ovata at Reedy Creek, LP | 703.942.6610 | Y | 78 | 78 | TBD | TBD | N |
| 3. | 500 Northside Station | Spartanburg, SC | Partans, LLC | 703.942.6610 | Y | 90 | 81 | 7/30/2021 | 9/1/2022 | N |
| 4. | Renaissance Place | Greenville, SC | Renaissance Place, LP | 703.942.6610 | Y | 57 | 57 | 9/15/2021 | 2/15/2022 | N |
| 5. | Silver Creek | Kensington, MD | Knowles Manor Senior Housing LLC | 703.942.6610 | Y | 94 | 94 | 12/28/2021 | 7/31/2023 | N |
| 6. | Parkside at Hickory Grove | Charlotte, NC | Parkside at Hickory Grove, LP | 703.942.6610 | Y | 80 | 80 | 10/1/2021 | 12/15/2022 | N |
| 7. | Ovation at Arrowbrook I | Herndon, VA | Arrowbrook Apartments I, LLC | 703.942.6610 | Y | 126 | 126 | 3/30/2023 | 1/29/2024 | N |
| 8. | Ovation at Arrowbrook II | Herndon, VA | Arrowbrook Apts II, LLC | 703.942.6610 | Y | 148 | 148 | 4/14/2023 | TBD | N |
| 9. | Oxford School Residences | Fairhaven, MA | Oxford School Residences LP | 703.942.6610 | Y | 52 | 45 | 6/13/2022 | 4/3/2023 | N |
| 10. | One University Family | Fairfax, VA | One University Family, LLC | 703.942.6610 | Y | 120 | 120 | 7/31/2024 | TBD | N |
| 11. | One University Senior | Fairfax, VA | One University Senior, LLC | 703.942.6610 | Y | 120 | 120 | 7/31/2024 | TBD | N |
| 12. | Parkside at Butler | Mauldin, SC | Parkside at Butler, LP | 703.942.6610 | Y | 72 | 72 | 2/15/2023 | 1/4/2024 | N |
| 13. | Frederick Road Senior Housing | Gaithersburg, MD | Frederick Road Senior 4% Owner, LLC | 703.942.6610 | Y | 111 | 111 | 12/27/2023 | TBD | N |
| 14. | South Street Family | Frederick, MD | South Street Family, LLC | 703.942.6610 | Y | 56 | 56 | 5/17/2024 | TBD | N |
| 15. | South Street Senior | Frederick, MD | South Street Senior, LLC | 703.942.6610 | Y | 96 | 96 | 5/17/2024 | TBD | N |
| 16. | Helena Crocker Residences | Westford, MA | Helena Crocker Residences LP | 703.942.6610 | Y | 18 | 18 | 11/15/2023 | TBD | N |
| 17. | Parkside at Main | Simpsonville, SC | Parkside at Main, LP | 703.942.6610 | Y | 42 | 42 | 2/17/2021 | 2/24/2021 | N |
| 18. | Parkside at Hudson | Gastonia, NC | Parkside at Hudson, LP | 703.942.6610 | Y | 80 | 80 | 11/6/2020 | 9/15/2021 | N |
| 19. | Dogwood Trail | Albany, GA | Dogwood Trail Apartments, LP | 703.942.6610 | Y | 64 | 61 | 12/31/2020 | 2/25/2022 | N |
| 20. | Springhill Apartments | Madison, FL | Springhill Apartments, LLC | 803.942.6610 | Y | 76 | 76 | 12/20/2019 | 8/19/2022 | N |
| 21. | Parkside at Drayton | Spartanburg, SC | Parkside at Drayton, LP | 703.942.6610 | Y | 41 | 41 | 4/1/2019 | 1/27/2020 | N |
| 22. | Perrytown Apartments | Perry, FL | Perrytown Apartments, LLC | 703.942.6610 | Y | 100 | 100 | 5/21/2018 | 12/22/2020 | N |
| 23. | Momentum at Shady Grove | Derwood, MD | Momentum Apartments, LLC | 703.942.6610 | Y | 110 | 110 | 10/18/2019 | 2/9/2021 | N |
| 24. | Douglass Village | Douglasville, GA | Douglass Village Apartments, LP | 703.942.6610 | Y | 88 | 88 | 12/20/2018 | 8/26/2021 | N |
| 25. | Hand Trading Company Apartments | Pelham, GA | Hand TC Restoration, LP | 703.942.6610 | Y | 54 | 44 | 12/16/2019 | 2/2/2021 | N |
| 26. | The Forge on Broadway | Buffalo, NY | SAAC Buffalo Forge, LLC | 703.942.6610 | Y | 158 | 141 | 7/31/2020 | 1/28/2022 | N |
| 27. | Castle Creek | Aspen, CO | 488 Castle Creek, LLC | 703.942.6610 | Y | 24 | 24 | 3/20/2018 | 7/16/2019 | N |
| 28. | Ashton Cove | Kingsland, GA | Kingsland Cove, LP | 703.942.6610 | Y | 72 | 72 | 9/27/2018 | 6/17/2019 | N |
| 29. | St James Terrace | Baltimore, MD | St. James Apartments LP | 703.942.6610 | Y | 151 | 151 | 7/20/2018 | 3/13/2019 | N |
| 30. | Chelmsford Wood Residences II | Chelmsford, MA | Chelmsford Wood Residences II LP | 703.942.6610 | Y | 58 | 58 | 7/6/2018 | 3/19/2019 | N |
| 31. | Parkside at Bethel | Clover, SC | Parkside at Bethel LP | 703.942.6610 | Y | 42 | 42 | 5/11/2018 | 2/25/2019 | N |
| 32. | Market Station | Thomasville, GA | Market Station Apartments, LP | 703.942.6610 | Y | 80 | 80 | 3/31/2018 | 10/3/2018 | N |
| 33. | Coady School Residences | Bourne, MA | Coady School Residences LP | 703.942.6610 | Y | 58 | 58 | 8/25/2017 | 5/8/2018 | N |
| 34. | Paige Woodson | Oklahoma City, OK | Paige Woodson Development LLC | 703.942.6610 | Y | 128 | 128 | 7/14/2017 | 11/26/2018 | N |
| 35. | Park Heights | Baltimore, MD | New Park Heights LLC | 703.942.6610 | Y | 100 | 100 | 6/30/2017 | 4/17/2018 | N |
| 36. | Residences at Government Center I | Fairfax, VA | Fairfax Corner Partners LLC | 703.942.6610 | Y | 150 | 150 | 2/28/2017 | 9/27/2017 | N |
| 37. | Residences at Government Center II | Fairfax, VA | Fairfax Corner Partners II LLC | 703.942.6610 | Y | 120 | 120 | 2/28/2017 | 10/19/2027 | N |
| 38. | Southfork | Camilla, GA | Southfork Apartments LP | 703.942.6610 | Y | 96 | 96 | 8/25/2016 | 3/14/2017 | N |
| 39. | Parkside at Boulevard | Orangeburg, SC | Parkside at Boulevard LP | 703.942.6610 | Y | 44 | 44 | 7/29/2016 | 1/27/2017 | N |
| 40. | Cypress Parc | New Orleans, LA | FBT Community Development Corp., LLC | 703.942.6610 | Y | 62 | 62 | 5/31/2016 | 3/10/2017 | N |
| 41. | Chelmsford Wood Residences | Chelmsford, MA | Chelmsford Wood Residences, LP | 703.942.6610 | Y | 58 | 58 | 2/26/2016 | 10/5/2016 | N |
| 42. | Eureka Heights | Ashburn, GA | Eureka Heights, LP | 703.942.6610 | Y | 56 | 56 | 6/30/2015 | 3/3/2016 | N |
| 43. | Tangl Village | Hammond, LA | Quick Blvd. Apartments LP | 703.942.6610 | Y | 61 | 61 | 11/30/2014 | 11/6/2015 | N |
| 44. | Simpkins School | Yarmouth, MA | Simpkins School Residences, LP | 703.942.6610 | Y | 65 | 58 | 9/29/2014 | 5/18/2015 | N |
| 45. | Ashley House | Valdosta, GA | Ashley House Apartments, LP | 703.942.6610 | Y | 61 | 61 | 11/30/2014 | 11/6/2015 | N |
| 46. | Elm Drive Senior Apartments | Baton Rouge, LA | Elm Drive Senior Apartments, LP | 703.942.6610 | Y | 60 | 60 | 5/1/2014 | 11/6/2015 | N |
| 47. | The Reserve at Sugar Mill | St. Marys, GA | Ashton Pines Apartments, LP | 703.942.6610 | Y | 70 | 70 | 10/26/2012 | 10/17/2013 | N |
| 48. | Griffin Heights | Tallahassee, FL | New Griffin Apartments, LP | 703.942.6610 | Y | 100 | 100 | 2/23/2012 | 10/17/2013 | N |
| 49. | Pine Meadow | Gainesville, FL | Pine Meadow Redevelopment, Ltd. | 703.942.6610 | Y | 78 | 78 | 12/7/2011 | 6/14/2013 | N |
| 50. | Sand Dunes | Panama City Beach, FL | Sand Dunes Redevelopment, Ltd. | 703.942.6610 | Y | 104 | 104 | 12/7/2011 | 6/14/2013 | N |
| 51. | Cypress Place | Marerero, LA | 1500 Westwood, LP | 703.942.6610 | Y | 132 | 132 | 11/7/2011 | 11/8/2013 | N |
| 52. | Three Tree Flats | Washington, DC | 3910 Georgia Avenue Associates, LP | 703.942.6610 | Y | 130 | 119 | 2/25/2011 | 1/24/2012 | N |
| 53. | Lakeside | Columbia, SC | New Lakeside Apartments, LP | 703.942.6610 | Y | 110 | 109 | 12/2/2010 | 2/24/2011 | N |
| 54. | School Street Residences | Athol, MA | School Street Residences, LP | 703.942.6610 | Y | 50 | 50 | 12/1/2020 | 12/30/2011 | N |
| 55. | Fulton School | Weymouth, MA | Fulton School Residences, LP | 703.942.6610 | Y | 63 | 63 | 11/2/2009 | 12/31/2010 | N |
| 56. | Applan Way | North Charleston, SC | 8465 Patriot Boulevard, LP | 703.942.6610 | Y | 204 | 204 | 6/1/2009 | 6/12/2009 | N |
| 57. | Council Towers | Miami Beach, FL | EHDCC Council Towers LP | 703.942.6610 | Y | 250 | 250 | TBD | TBD | N |
| 58. | Parkside at Butter II | Mauldin, SC | Parkside at Butter II, LP | 703.942.6610 | Y | 80 | 80 | TBD | TBD | N |
| 59. | Clement Belle | Brunswick, GA | Clement Belle Farms, LP | 703.942.6610 | Y | 64 | 55 | TBD | TBD | N |
| 60. | Indigo at McLean Station A | Tysons Corner, VA | Somos Phase A, LLC | 703.942.6610 | Y | 231 | 231 | TBD | TBD | N |
| 61. | Indigo at McLean Station B | Tysons Corner, VA | Somos Phase B, LLC | 703.942.6610 | Y | 225 | 225 | TBD | TBD | N |
| 62. | Creekside | Alexandria, VA | Creekside Redevelopment Partners I, LLC | 703.942.6610 | Y | 220 | 220 | TBD | TBD | N |
| 63. | Creekside II | Alexandria, VA | Creekside Redevelopment Partners II, LLC | 703.942.6610 | Y | 99 | 99 | TBD | TBD | N |
| 64. | Henry T. Wing School Residences | Sandwich, MA | Stratford HTW I Investors LP | 703.942.6610 | Y | 38 | 34 | TBD | TBD | N |
| 65. | Christian Manor | West Palm Beach, FL | Christian Manor GP, LLC | 703.942.6610 | Y | 200 | 200 | TBD | TBD | N |
| | | | | | | 6175 | 6092 | | | |

* 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.

V. List of LIHTC Developments (Schedule A)

INSTRUCTIONS

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

- For Principals organized as a corporation (public or private), nonprofit organization, or governmental entity, you are only required to list the names of any officers who are directly responsible to the Board of Directors (or equivalent) and any stockholder holding a 25% or more interest in said Principal.
- For Principals organized as a limited liability company with more than 25 individual members, you are only required to list the names of any officers and any managing members responsible for managing the affairs of the company, along with the name of any individual 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: Commonwealth Lofts

Name of Applicant: Commonwealth Lofts 4, LLC

Principals' Name: SCG Development Manager, LLC

| # | Development Name | Location | Ownership Entity | Ownership Entity Phone | CGP or "Named" Managing Member at the time of deal? | Total Development Units | Total Low Income Units | Placed in Service Date | 8609 Issued Date | Uncorrected 8823s? If Y, Explain at Tab D |
|-----|------------------------------------|-----------------------|--|------------------------|---|-------------------------|------------------------|------------------------|------------------|---|
| 1. | Coyle School Residences | Taunton, MA | Coyle School Residences, LP | 703.942.6610 | Y | 50 | 45 | TBD | TBD | N |
| 2. | Ovata at Reedy Creek | Charlotte, NC | Ovata at Reedy Creek, LP | 703.942.6610 | Y | 78 | 78 | TBD | TBD | N |
| 3. | 500 Northside Station | Spartanburg, SC | Partans, LLC | 703.942.6610 | Y | 90 | 81 | 7/30/2021 | 9/1/2022 | N |
| 4. | Renaissance Place | Greenville, SC | Renaissance Place, LP | 703.942.6610 | Y | 57 | 57 | 9/15/2021 | 2/15/2022 | N |
| 5. | Silver Creek | Kensington, MD | Knowles Manor Senior Housing LLC | 703.942.6610 | Y | 94 | 94 | 12/28/2021 | 7/31/2023 | N |
| 6. | Parkside at Hickory Grove | Charlotte, NC | Parkside at Hickory Grove, LP | 703.942.6610 | Y | 80 | 80 | 10/1/2021 | 12/15/2022 | N |
| 7. | Ovation at Arrowbrook I | Herndon, VA | Arrowbrook Apartments I, LLC | 703.942.6610 | Y | 126 | 126 | 3/30/2023 | 1/29/2024 | N |
| 8. | Ovation at Arrowbrook II | Herndon, VA | Arrowbrook Apts II, LLC | 703.942.6610 | Y | 148 | 148 | 4/14/2023 | TBD | N |
| 9. | Oxford School Residences | Fairhaven, MA | Oxford School Residences LP | 703.942.6610 | Y | 52 | 45 | 6/13/2022 | 4/3/2023 | N |
| 10. | One University Family | Fairfax, VA | One University Family, LLC | 703.942.6610 | Y | 120 | 120 | 7/31/2024 | TBD | N |
| 11. | One University Senior | Fairfax, VA | One University Senior, LLC | 703.942.6610 | Y | 120 | 120 | 7/31/2024 | TBD | N |
| 12. | Parkside at Butler | Mauldin, SC | Parkside at Butler, LP | 703.942.6610 | Y | 72 | 72 | 2/15/2023 | 1/4/2024 | N |
| 13. | Frederick Road Senior Housing | Gaithersburg, MD | Frederick Road Senior 4% Owner, LLC | 703.942.6610 | Y | 111 | 111 | 12/27/2023 | TBD | N |
| 14. | South Street Family | Frederick, MD | South Street Family, LLC | 703.942.6610 | Y | 56 | 56 | 5/17/2024 | TBD | N |
| 15. | South Street Senior | Frederick, MD | South Street Senior, LLC | 703.942.6610 | Y | 96 | 96 | 5/17/2024 | TBD | N |
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| 17. | Parkside at Main | Simpsonville, SC | Parkside at Main, LP | 703.942.6610 | Y | 42 | 42 | 2/17/2021 | 2/24/2021 | N |
| 18. | Parkside at Hudson | Gastonia, NC | Parkside at Hudson, LP | 703.942.6610 | Y | 80 | 80 | 11/6/2020 | 9/15/2021 | N |
| 19. | Dogwood Trail | Albany, GA | Dogwood Trail Apartments, LP | 703.942.6610 | Y | 64 | 61 | 12/31/2020 | 2/25/2022 | N |
| 20. | Springhill Apartments | Madison, FL | Springhill Apartments, LLC | 803.942.6610 | Y | 76 | 76 | 12/20/2019 | 8/19/2022 | N |
| 21. | Parkside at Drayton | Spartanburg, SC | Parkside at Drayton, LP | 703.942.6610 | Y | 41 | 41 | 4/1/2019 | 1/27/2020 | N |
| 22. | Perrytown Apartments | Perry, FL | Perrytown Apartments, LLC | 703.942.6610 | Y | 100 | 100 | 5/21/2018 | 12/22/2020 | N |
| 23. | Momentum at Shady Grove | Derwood, MD | Momentum Apartments, LLC | 703.942.6610 | Y | 110 | 110 | 10/18/2019 | 2/9/2021 | N |
| 24. | Douglass Village | Douglasville, GA | Douglass Village Apartments, LP | 703.942.6610 | Y | 88 | 88 | 12/20/2018 | 8/26/2021 | N |
| 25. | Hand Trading Company Apartments | Pelham, GA | Hand TC Restoration, LP | 703.942.6610 | Y | 54 | 44 | 12/16/2019 | 2/2/2021 | N |
| 26. | The Forge on Broadway | Buffalo, NY | SAAC Buffalo Forge, LLC | 703.942.6610 | Y | 158 | 141 | 7/31/2020 | 1/28/2022 | N |
| 27. | Castle Creek | Aspen, CO | 488 Castle Creek, LLC | 703.942.6610 | Y | 24 | 24 | 3/20/2018 | 7/16/2019 | N |
| 28. | Ashton Cove | Kingsland, GA | Kingsland Cove, LP | 703.942.6610 | Y | 72 | 72 | 9/27/2018 | 6/17/2019 | N |
| 29. | St James Terrace | Baltimore, MD | St. James Apartments LP | 703.942.6610 | Y | 151 | 151 | 7/20/2018 | 3/13/2019 | N |
| 30. | Chelmsford Wood Residences II | Chelmsford, MA | Chelmsford Wood Residences II LP | 703.942.6610 | Y | 58 | 58 | 7/6/2018 | 3/19/2019 | N |
| 31. | Parkside at Bethel | Clover, SC | Parkside at Bethel LP | 703.942.6610 | Y | 42 | 42 | 5/11/2018 | 2/25/2019 | N |
| 32. | Market Station | Thomasville, GA | Market Station Apartments, LP | 703.942.6610 | Y | 80 | 80 | 3/31/2018 | 10/3/2018 | N |
| 33. | Coady School Residences | Bourne, MA | Coady School Residences LP | 703.942.6610 | Y | 58 | 58 | 8/25/2017 | 5/8/2018 | N |
| 34. | Paige Woodson | Oklahoma City, OK | Paige Woodson Development LLC | 703.942.6610 | Y | 128 | 128 | 7/14/2017 | 11/26/2018 | N |
| 35. | Park Heights | Baltimore, MD | New Park Heights LLC | 703.942.6610 | Y | 100 | 100 | 6/30/2017 | 4/17/2018 | N |
| 36. | Residences at Government Center I | Fairfax, VA | Fairfax Corner Partners LLC | 703.942.6610 | Y | 150 | 150 | 2/28/2017 | 9/27/2017 | N |
| 37. | Residences at Government Center II | Fairfax, VA | Fairfax Corner Partners II LLC | 703.942.6610 | Y | 120 | 120 | 2/28/2017 | 10/19/2027 | N |
| 38. | Southfork | Camilla, GA | Southfork Apartments LP | 703.942.6610 | Y | 96 | 96 | 8/25/2016 | 3/14/2017 | N |
| 39. | Parkside at Boulevard | Orangeburg, SC | Parkside at Boulevard LP | 703.942.6610 | Y | 44 | 44 | 7/29/2016 | 1/27/2017 | N |
| 40. | Cypress Parc | New Orleans, LA | FBT Community Development Corp., LLC | 703.942.6610 | Y | 62 | 62 | 5/31/2016 | 3/10/2017 | N |
| 41. | Chelmsford Wood Residences | Chelmsford, MA | Chelmsford Wood Residences, LP | 703.942.6610 | Y | 58 | 58 | 2/26/2016 | 10/5/2016 | N |
| 42. | Eureka Heights | Ashburn, GA | Eureka Heights, LP | 703.942.6610 | Y | 56 | 56 | 6/30/2015 | 3/3/2016 | N |
| 43. | Tangl Village | Hammond, LA | Quick Blvd. Apartments LP | 703.942.6610 | Y | 61 | 61 | 11/30/2014 | 11/6/2015 | N |
| 44. | Simpkins School | Yarmouth, MA | Simpkins School Residences, LP | 703.942.6610 | Y | 65 | 58 | 9/29/2014 | 5/18/2015 | N |
| 45. | Ashley House | Valdosta, GA | Ashley House Apartments, LP | 703.942.6610 | Y | 61 | 61 | 11/30/2014 | 11/6/2015 | N |
| 46. | Elm Drive Senior Apartments | Baton Rouge, LA | Elm Drive Senior Apartments, LP | 703.942.6610 | Y | 60 | 60 | 5/1/2014 | 11/6/2015 | N |
| 47. | The Reserve at Sugar Mill | St. Marys, GA | Ashton Pines Apartments, LP | 703.942.6610 | Y | 70 | 70 | 10/26/2012 | 10/17/2013 | N |
| 48. | Griffin Heights | Tallahassee, FL | New Griffin Apartments, LP | 703.942.6610 | Y | 100 | 100 | 2/23/2012 | 10/17/2013 | N |
| 49. | Pine Meadow | Gainesville, FL | Pine Meadow Redevelopment, Ltd. | 703.942.6610 | Y | 78 | 78 | 12/7/2011 | 6/14/2013 | N |
| 50. | Sand Dunes | Panama City Beach, FL | Sand Dunes Redevelopment, Ltd. | 703.942.6610 | Y | 104 | 104 | 12/7/2011 | 6/14/2013 | N |
| 51. | Cypress Place | Marerero, LA | 1500 Westwood, LP | 703.942.6610 | Y | 132 | 132 | 11/7/2011 | 11/8/2013 | N |
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| 53. | Lakeside | Columbia, SC | New Lakeside Apartments, LP | 703.942.6610 | Y | 110 | 109 | 12/2/2010 | 2/24/2011 | N |
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| 59. | Clement Belle | Brunswick, GA | Clement Belle Farms, LP | 703.942.6610 | Y | 64 | 55 | TBD | TBD | N |
| 60. | Indigo at McLean Station A | Tysons Corner, VA | Somos Phase A, LLC | 703.942.6610 | Y | 231 | 231 | TBD | TBD | N |
| 61. | Indigo at McLean Station B | Tysons Corner, VA | Somos Phase B, LLC | 703.942.6610 | Y | 225 | 225 | TBD | TBD | N |
| 62. | Creekside | Alexandria, VA | Creekside Redevelopment Partners I, LLC | 703.942.6610 | Y | 220 | 220 | TBD | TBD | N |
| 63. | Creekside II | Alexandria, VA | Creekside Redevelopment Partners II, LLC | 703.942.6610 | Y | 99 | 99 | TBD | TBD | N |
| 64. | Henry T. Wing School Residences | Sandwich, MA | Stratford HTW I Investors LP | 703.942.6610 | Y | 38 | 34 | TBD | TBD | N |
| 65. | Christian Manor | West Palm Beach, FL | Christian Manor GP, LLC | 703.942.6610 | Y | 200 | 200 | TBD | TBD | N |
| | | | | | | 6175 | 6092 | | | |

* 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.

V. List of LIHTC Developments (Schedule A)

INSTRUCTIONS

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- 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 members 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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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: Commonwealth Lofts

Name of Applicant: Commonwealth Lofts 4, LLC

Principals' Name: SCG Capital Corp.

| # | Development Name | Location | Ownership Entity | Ownership Entity Phone | CGP or "Named" Managing Member at the time of deal? | Total Development Units | Total Low Income Units | Placed in Service Date | 8609 Issued Date | Uncorrected 8823s? If Y, Explain at Tab D |
|-----|------------------------------------|-----------------------|--|------------------------|---|-------------------------|------------------------|------------------------|------------------|---|
| 1. | Coyle School Residences | Taunton, MA | Coyle School Residences, LP | 703.942.6610 | Y | 50 | 45 | TBD | TBD | N |
| 2. | Ovata at Reedy Creek | Charlotte, NC | Ovata at Reedy Creek, LP | 703.942.6610 | Y | 78 | 78 | TBD | TBD | N |
| 3. | 500 Northside Station | Spartanburg, SC | Partans, LLC | 703.942.6610 | Y | 90 | 81 | 7/30/2021 | 9/1/2022 | N |
| 4. | Renaissance Place | Greenville, SC | Renaissance Place, LP | 703.942.6610 | Y | 57 | 57 | 9/15/2021 | 2/15/2022 | N |
| 5. | Silver Creek | Kensington, MD | Knowles Manor Senior Housing LLC | 703.942.6610 | Y | 94 | 94 | 12/28/2021 | 7/31/2023 | N |
| 6. | Parkside at Hickory Grove | Charlotte, NC | Parkside at Hickory Grove, LP | 703.942.6610 | Y | 80 | 80 | 10/1/2021 | 12/15/2022 | N |
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| 8. | Ovation at Arrowbrook II | Herndon, VA | Arrowbrook Apts II, LLC | 703.942.6610 | Y | 148 | 148 | 4/14/2023 | TBD | N |
| 9. | Oxford School Residences | Fairhaven, MA | Oxford School Residences LP | 703.942.6610 | Y | 52 | 45 | 6/13/2022 | 4/3/2023 | N |
| 10. | One University Family | Fairfax, VA | One University Family, LLC | 703.942.6610 | Y | 120 | 120 | 7/31/2024 | TBD | N |
| 11. | One University Senior | Fairfax, VA | One University Senior, LLC | 703.942.6610 | Y | 120 | 120 | 7/31/2024 | TBD | N |
| 12. | Parkside at Butler | Mauldin, SC | Parkside at Butler, LP | 703.942.6610 | Y | 72 | 72 | 2/15/2023 | 1/4/2024 | N |
| 13. | Frederick Road Senior Housing | Gaithersburg, MD | Frederick Road Senior 4% Owner, LLC | 703.942.6610 | Y | 111 | 111 | 12/27/2023 | TBD | N |
| 14. | South Street Family | Frederick, MD | South Street Family, LLC | 703.942.6610 | Y | 56 | 56 | 5/17/2024 | TBD | N |
| 15. | South Street Senior | Frederick, MD | South Street Senior, LLC | 703.942.6610 | Y | 96 | 96 | 5/17/2024 | TBD | N |
| 16. | Helena Crocker Residences | Westford, MA | Helena Crocker Residences LP | 703.942.6610 | Y | 18 | 18 | 11/15/2023 | TBD | N |
| 17. | Parkside at Main | Simpsonville, SC | Parkside at Main, LP | 703.942.6610 | Y | 42 | 42 | 2/17/2021 | 2/24/2021 | N |
| 18. | Parkside at Hudson | Gastonia, NC | Parkside at Hudson, LP | 703.942.6610 | Y | 80 | 80 | 11/6/2020 | 9/15/2021 | N |
| 19. | Dogwood Trail | Albany, GA | Dogwood Trail Apartments, LP | 703.942.6610 | Y | 64 | 61 | 12/31/2020 | 2/25/2022 | N |
| 20. | Springhill Apartments | Madison, FL | Springhill Apartments, LLC | 803.942.6610 | Y | 76 | 76 | 12/20/2019 | 8/19/2022 | N |
| 21. | Parkside at Drayton | Spartanburg, SC | Parkside at Drayton, LP | 703.942.6610 | Y | 41 | 41 | 4/1/2019 | 1/27/2020 | N |
| 22. | Perrytown Apartments | Perry, FL | Perrytown Apartments, LLC | 703.942.6610 | Y | 100 | 100 | 5/21/2018 | 12/22/2020 | N |
| 23. | Momentum at Shady Grove | Derwood, MD | Momentum Apartments, LLC | 703.942.6610 | Y | 110 | 110 | 10/18/2019 | 2/9/2021 | N |
| 24. | Douglass Village | Douglasville, GA | Douglass Village Apartments, LP | 703.942.6610 | Y | 88 | 88 | 12/20/2018 | 8/26/2021 | N |
| 25. | Hand Trading Company Apartments | Pelham, GA | Hand TC Restoration, LP | 703.942.6610 | Y | 54 | 44 | 12/16/2019 | 2/2/2021 | N |
| 26. | The Forge on Broadway | Buffalo, NY | SAAC Buffalo Forge, LLC | 703.942.6610 | Y | 158 | 141 | 7/31/2020 | 1/28/2022 | N |
| 27. | Castle Creek | Aspen, CO | 488 Castle Creek, LLC | 703.942.6610 | Y | 24 | 24 | 3/20/2018 | 7/16/2019 | N |
| 28. | Ashton Cove | Kingsland, GA | Kingsland Cove, LP | 703.942.6610 | Y | 72 | 72 | 9/27/2018 | 6/17/2019 | N |
| 29. | St James Terrace | Baltimore, MD | St. James Apartments LP | 703.942.6610 | Y | 151 | 151 | 7/20/2018 | 3/13/2019 | N |
| 30. | Chelmsford Wood Residences II | Chelmsford, MA | Chelmsford Wood Residences II LP | 703.942.6610 | Y | 58 | 58 | 7/6/2018 | 3/19/2019 | N |
| 31. | Parkside at Bethel | Clover, SC | Parkside at Bethel LP | 703.942.6610 | Y | 42 | 42 | 5/11/2018 | 2/25/2019 | N |
| 32. | Market Station | Thomasville, GA | Market Station Apartments, LP | 703.942.6610 | Y | 80 | 80 | 3/31/2018 | 10/3/2018 | N |
| 33. | Coady School Residences | Bourne, MA | Coady School Residences LP | 703.942.6610 | Y | 58 | 58 | 8/25/2017 | 5/8/2018 | N |
| 34. | Paige Woodson | Oklahoma City, OK | Paige Woodson Development LLC | 703.942.6610 | Y | 128 | 128 | 7/14/2017 | 11/26/2018 | N |
| 35. | Park Heights | Baltimore, MD | New Park Heights LLC | 703.942.6610 | Y | 100 | 100 | 6/30/2017 | 4/17/2018 | N |
| 36. | Residences at Government Center I | Fairfax, VA | Fairfax Corner Partners LLC | 703.942.6610 | Y | 150 | 150 | 2/28/2017 | 9/27/2017 | N |
| 37. | Residences at Government Center II | Fairfax, VA | Fairfax Corner Partners II LLC | 703.942.6610 | Y | 120 | 120 | 2/28/2017 | 10/19/2027 | N |
| 38. | Southfork | Camilla, GA | Southfork Apartments LP | 703.942.6610 | Y | 96 | 96 | 8/25/2016 | 3/14/2017 | N |
| 39. | Parkside at Boulevard | Orangeburg, SC | Parkside at Boulevard LP | 703.942.6610 | Y | 44 | 44 | 7/29/2016 | 1/27/2017 | N |
| 40. | Cypress Parc | New Orleans, LA | FBT Community Development Corp., LLC | 703.942.6610 | Y | 62 | 62 | 5/31/2016 | 3/10/2017 | N |
| 41. | Chelmsford Wood Residences | Chelmsford, MA | Chelmsford Wood Residences, LP | 703.942.6610 | Y | 58 | 58 | 2/26/2016 | 10/5/2016 | N |
| 42. | Eureka Heights | Ashburn, GA | Eureka Heights, LP | 703.942.6610 | Y | 56 | 56 | 6/30/2015 | 3/3/2016 | N |
| 43. | Tangl Village | Hammond, LA | Quick Blvd. Apartments LP | 703.942.6610 | Y | 61 | 61 | 11/30/2014 | 11/6/2015 | N |
| 44. | Simpkins School | Yarmouth, MA | Simpkins School Residences, LP | 703.942.6610 | Y | 65 | 58 | 9/29/2014 | 5/18/2015 | N |
| 45. | Ashley House | Valdosta, GA | Ashley House Apartments, LP | 703.942.6610 | Y | 61 | 61 | 11/30/2014 | 11/6/2015 | N |
| 46. | Elm Drive Senior Apartments | Baton Rouge, LA | Elm Drive Senior Apartments, LP | 703.942.6610 | Y | 60 | 60 | 5/1/2014 | 11/6/2015 | N |
| 47. | The Reserve at Sugar Mill | St. Marys, GA | Ashton Pines Apartments, LP | 703.942.6610 | Y | 70 | 70 | 10/26/2012 | 10/17/2013 | N |
| 48. | Griffin Heights | Tallahassee, FL | New Griffin Apartments, LP | 703.942.6610 | Y | 100 | 100 | 2/23/2012 | 10/17/2013 | N |
| 49. | Pine Meadow | Gainesville, FL | Pine Meadow Redevelopment, Ltd. | 703.942.6610 | Y | 78 | 78 | 12/7/2011 | 6/14/2013 | N |
| 50. | Sand Dunes | Panama City Beach, FL | Sand Dunes Redevelopment, Ltd. | 703.942.6610 | Y | 104 | 104 | 12/7/2011 | 6/14/2013 | N |
| 51. | Cypress Place | Marerero, LA | 1500 Westwood, LP | 703.942.6610 | Y | 132 | 132 | 11/7/2011 | 11/8/2013 | N |
| 52. | Three Tree Flats | Washington, DC | 3910 Georgia Avenue Associates, LP | 703.942.6610 | Y | 130 | 119 | 2/25/2011 | 1/24/2012 | N |
| 53. | Lakeside | Columbia, SC | New Lakeside Apartments, LP | 703.942.6610 | Y | 110 | 109 | 12/2/2010 | 2/24/2011 | N |
| 54. | School Street Residences | Athol, MA | School Street Residences, LP | 703.942.6610 | Y | 50 | 50 | 12/1/2020 | 12/30/2011 | N |
| 55. | Fulton School | Weymouth, MA | Fulton School Residences, LP | 703.942.6610 | Y | 63 | 63 | 11/2/2009 | 12/31/2010 | N |
| 56. | Applan Way | North Charleston, SC | 8465 Patriot Boulevard, LP | 703.942.6610 | Y | 204 | 204 | 6/1/2009 | 6/12/2009 | N |
| 57. | Council Towers | Miami Beach, FL | EHDCC Council Towers LP | 703.942.6610 | Y | 250 | 250 | TBD | TBD | N |
| 58. | Parkside at Butter II | Mauldin, SC | Parkside at Butter II, LP | 703.942.6610 | Y | 80 | 80 | TBD | TBD | N |
| 59. | Clement Belle | Brunswick, GA | Clement Belle Farms, LP | 703.942.6610 | Y | 64 | 55 | TBD | TBD | N |
| 60. | Indigo at McLean Station A | Tysons Corner, VA | Somos Phase A, LLC | 703.942.6610 | Y | 231 | 231 | TBD | TBD | N |
| 61. | Indigo at McLean Station B | Tysons Corner, VA | Somos Phase B, LLC | 703.942.6610 | Y | 225 | 225 | TBD | TBD | N |
| 62. | Creekside | Alexandria, VA | Creekside Redevelopment Partners I, LLC | 703.942.6610 | Y | 220 | 220 | TBD | TBD | N |
| 63. | Creekside II | Alexandria, VA | Creekside Redevelopment Partners II, LLC | 703.942.6610 | Y | 99 | 99 | TBD | TBD | N |
| 64. | Henry T. Wing School Residences | Sandwich, MA | Stratford HTW I Investors LP | 703.942.6610 | Y | 38 | 34 | TBD | TBD | N |
| 65. | Christian Manor | West Palm Beach, FL | Christian Manor GP, LLC | 703.942.6610 | Y | 200 | 200 | TBD | TBD | N |
| | | | | | | 6175 | 6092 | | | |

* 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.

V. List of LIHTC Developments (Schedule A)

INSTRUCTIONS

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

- For Principals organized as a corporation (public or private), nonprofit organization, or governmental entity, you are only required to list the names of any officers who are directly responsible to the Board of Directors (or equivalent) and any stockholder holding a 25% or more interest in said Principal.
- For Principals organized as a limited liability company with more than 25 individual members, you are only required to list the names of any officers and any managing members responsible for managing the affairs of the company, along with the name of any individual 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: Commonwealth Lofts

Name of Applicant: Commonwealth Lofts 4, LLC

Principals' Name: SCG Development Fund Investors, LLC

| # | Development Name | Location | Ownership Entity | Ownership Entity Phone | CGP or "Named" Managing Member at the time of deal? | Total Development Units | Total Low Income Units | Placed in Service Date | 8609 Issued Date | Uncorrected 8823s? If Y, Explain at Tab D |
|-----|------------------------------------|-----------------------|--|------------------------|---|-------------------------|------------------------|------------------------|------------------|---|
| 1. | Coyle School Residences | Taunton, MA | Coyle School Residences, LP | 703.942.6610 | Y | 50 | 45 | TBD | TBD | N |
| 2. | Ovata at Reedy Creek | Charlotte, NC | Ovata at Reedy Creek, LP | 703.942.6610 | Y | 78 | 78 | TBD | TBD | N |
| 3. | 500 Northside Station | Spartanburg, SC | Partans, LLC | 703.942.6610 | Y | 90 | 81 | 7/30/2021 | 9/1/2022 | N |
| 4. | Renaissance Place | Greenville, SC | Renaissance Place, LP | 703.942.6610 | Y | 57 | 57 | 9/15/2021 | 2/15/2022 | N |
| 5. | Silver Creek | Kensington, MD | Knowles Manor Senior Housing LLC | 703.942.6610 | Y | 94 | 94 | 12/28/2021 | 7/31/2023 | N |
| 6. | Parkside at Hickory Grove | Charlotte, NC | Parkside at Hickory Grove, LP | 703.942.6610 | Y | 80 | 80 | 10/1/2021 | 12/15/2022 | N |
| 7. | Ovation at Arrowbrook I | Herndon, VA | Arrowbrook Apartments I, LLC | 703.942.6610 | Y | 126 | 126 | 3/30/2023 | 1/29/2024 | N |
| 8. | Ovation at Arrowbrook II | Herndon, VA | Arrowbrook Apts II, LLC | 703.942.6610 | Y | 148 | 148 | 4/14/2023 | TBD | N |
| 9. | Oxford School Residences | Fairhaven, MA | Oxford School Residences LP | 703.942.6610 | Y | 52 | 45 | 6/13/2022 | 4/3/2023 | N |
| 10. | One University Family | Fairfax, VA | One University Family, LLC | 703.942.6610 | Y | 120 | 120 | 7/31/2024 | TBD | N |
| 11. | One University Senior | Fairfax, VA | One University Senior, LLC | 703.942.6610 | Y | 120 | 120 | 7/31/2024 | TBD | N |
| 12. | Parkside at Butler | Mauldin, SC | Parkside at Butler, LP | 703.942.6610 | Y | 72 | 72 | 2/15/2023 | 1/4/2024 | N |
| 13. | Frederick Road Senior Housing | Galthersburg, MD | Frederick Road Senior 4% Owner, LLC | 703.942.6610 | Y | 111 | 111 | 12/27/2023 | TBD | N |
| 14. | South Street Family | Frederick, MD | South Street Family, LLC | 703.942.6610 | Y | 56 | 56 | 5/17/2024 | TBD | N |
| 15. | South Street Senior | Frederick, MD | South Street Senior, LLC | 703.942.6610 | Y | 96 | 96 | 5/17/2024 | TBD | N |
| 16. | Helena Crocker Residences | Westford, MA | Helena Crocker Residences LP | 703.942.6610 | Y | 18 | 18 | 11/15/2023 | TBD | N |
| 17. | Parkside at Main | Simpsonville, SC | Parkside at Main, LP | 703.942.6610 | Y | 42 | 42 | 2/17/2021 | 2/24/2021 | N |
| 18. | Parkside at Hudson | Gastonia, NC | Parkside at Hudson, LP | 703.942.6610 | Y | 80 | 80 | 11/6/2020 | 9/15/2021 | N |
| 19. | Dogwood Trail | Albany, GA | Dogwood Trail Apartments, LP | 703.942.6610 | Y | 64 | 61 | 12/31/2020 | 2/25/2022 | N |
| 20. | Springhill Apartments | Madison, FL | Springhill Apartments, LLC | 703.942.6610 | Y | 76 | 76 | 12/20/2019 | 8/19/2022 | N |
| 21. | Parkside at Drayton | Spartanburg, SC | Parkside at Drayton, LP | 703.942.6610 | Y | 41 | 41 | 4/1/2019 | 1/27/2020 | N |
| 22. | Perrytown Apartments | Perry, FL | Perrytown Apartments, LLC | 703.942.6610 | Y | 100 | 100 | 5/21/2018 | 12/22/2020 | N |
| 23. | Momentum at Shady Grove | Derwood, MD | Momentum Apartments, LLC | 703.942.6610 | Y | 110 | 110 | 10/18/2019 | 2/9/2021 | N |
| 24. | Douglass Village | Douglassville, GA | Douglass Village Apartments, LP | 703.942.6610 | Y | 88 | 88 | 12/20/2018 | 8/26/2021 | N |
| 25. | Hand Trading Company Apartments | Pelham, GA | Hand TC Restoration, LP | 703.942.6610 | Y | 54 | 44 | 12/16/2019 | 2/2/2021 | N |
| 26. | The Forge on Broadway | Buffalo, NY | SAKCC Buffalo Forge, LLC | 703.942.6610 | Y | 158 | 141 | 7/31/2020 | 1/28/2022 | N |
| 27. | Castle Creek | Aspen, CO | 488 Castle Creek, LLC | 703.942.6610 | Y | 24 | 24 | 3/20/2018 | 7/16/2019 | N |
| 28. | Ashton Cove | Kingsland, GA | Kingsland Cove, LP | 703.942.6610 | Y | 72 | 72 | 9/27/2018 | 6/17/2019 | N |
| 29. | St James Terrace | Baltimore, MD | St. James Apartments LP | 703.942.6610 | Y | 151 | 151 | 7/20/2018 | 3/13/2019 | N |
| 30. | Chelmsford Wood Residences II | Chelmsford, MA | Chelmsford Wood Residences II LP | 703.942.6610 | Y | 58 | 58 | 7/6/2018 | 3/19/2019 | N |
| 31. | Parkside at Bethel | Clover, SC | Parkside at Bethel LP | 703.942.6610 | Y | 42 | 42 | 5/11/2018 | 2/25/2019 | N |
| 32. | Market Station | Thomasville, GA | Market Station Apartments, LP | 703.942.6610 | Y | 80 | 80 | 3/31/2018 | 10/3/2018 | N |
| 33. | Coady School Residences | Bourne, MA | Coady School Residences LP | 703.942.6610 | Y | 58 | 58 | 8/25/2017 | 5/8/2018 | N |
| 34. | Paige Woodson | Oklahoma City, OK | Paige Woodson Development LLC | 703.942.6610 | Y | 128 | 128 | 7/14/2017 | 11/26/2018 | N |
| 35. | Park Heights | Baltimore, MD | New Park Heights LLC | 703.942.6610 | Y | 100 | 100 | 6/30/2017 | 4/17/2018 | N |
| 36. | Residences at Government Center I | Fairfax, VA | Fairfax Corner Partners LLC | 703.942.6610 | Y | 150 | 150 | 2/28/2017 | 9/27/2017 | N |
| 37. | Residences at Government Center II | Fairfax, VA | Fairfax Corner Partners II LLC | 703.942.6610 | Y | 120 | 120 | 2/28/2017 | 10/19/2027 | N |
| 38. | Southfork | Camilla, GA | Southfork Apartments LP | 703.942.6610 | Y | 96 | 96 | 8/25/2016 | 3/14/2017 | N |
| 39. | Parkside at Boulevard | Orangeburg, SC | Parkside at Boulevard LP | 703.942.6610 | Y | 44 | 44 | 7/29/2016 | 1/27/2017 | N |
| 40. | Cypress Parc | New Orleans, LA | FBT Community Development Corp., LLC | 703.942.6610 | Y | 62 | 62 | 5/31/2016 | 3/10/2017 | N |
| 41. | Chelmsford Wood Residences | Chelmsford, MA | Chelmsford Wood Residences, LP | 703.942.6610 | Y | 58 | 58 | 2/26/2016 | 10/5/2016 | N |
| 42. | Eureka Heights | Ashburn, GA | Eureka Heights, LP | 703.942.6610 | Y | 56 | 56 | 6/30/2015 | 3/3/2016 | N |
| 43. | Tangi Village | Hammond, LA | Quick Blvd. Apartments LP | 703.942.6610 | Y | 61 | 61 | 11/30/2014 | 11/6/2015 | N |
| 44. | Simpkins School | Yarmouth, MA | Simpkins School Residences, LP | 703.942.6610 | Y | 65 | 58 | 9/29/2014 | 5/18/2015 | N |
| 45. | Ashley House | Valdosta, GA | Ashley House Apartments, LP | 703.942.6610 | Y | 61 | 61 | 11/30/2014 | 11/6/2015 | N |
| 46. | Elm Drive Senior Apartments | Baton Rouge, LA | Elm Drive Senior Apartments, LP | 703.942.6610 | Y | 60 | 60 | 5/1/2014 | 11/6/2015 | N |
| 47. | The Reserve at Sugar Mill | St. Marys, GA | Ashton Pines Apartments, LP | 703.942.6610 | Y | 70 | 70 | 10/26/2012 | 10/17/2013 | N |
| 48. | Griffin Heights | Tallahassee, FL | New Griffin Apartments, LP | 703.942.6610 | Y | 100 | 100 | 2/23/2012 | 10/17/2013 | N |
| 49. | Pine Meadow | Gainesville, FL | Pine Meadow Redevelopment, Ltd. | 703.942.6610 | Y | 78 | 78 | 12/7/2011 | 6/14/2013 | N |
| 50. | Sand Dunes | Panama City Beach, FL | Sand Dunes Redevelopment, Ltd. | 703.942.6610 | Y | 104 | 104 | 12/7/2011 | 6/14/2013 | N |
| 51. | Cypress Place | Marero, LA | 1500 Westwood, LP | 703.942.6610 | Y | 132 | 132 | 11/7/2011 | 11/8/2013 | N |
| 52. | Three Tree Flats | Washington, DC | 3910 Georgia Avenue Associates, LP | 703.942.6610 | Y | 130 | 119 | 2/25/2011 | 1/24/2012 | N |
| 53. | Lakeside | Columbia, SC | New Lakeside Apartments, LP | 703.942.6610 | Y | 110 | 109 | 12/2/2010 | 2/24/2011 | N |
| 54. | School Street Residences | Athol, MA | School Street Residences, LP | 703.942.6610 | Y | 50 | 50 | 12/1/2020 | 12/30/2011 | N |
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| 58. | Parkside at Butler II | Mauldin, SC | Parkside at Butler II, LP | 703.942.6610 | Y | 80 | 80 | TBD | TBD | N |
| 59. | Clement Belle | Brunswick, GA | Clement Belle Farms, LP | 703.942.6610 | Y | 64 | 55 | TBD | TBD | N |
| 60. | Indigo at McLean Station A | Tysons Corner, VA | Somos Phase A, LLC | 703.942.6610 | Y | 231 | 231 | TBD | TBD | N |
| 61. | Indigo at McLean Station B | Tysons Corner, VA | Somos Phase B, LLC | 703.942.6610 | Y | 225 | 225 | TBD | TBD | N |
| 62. | Creekside | Alexandria, VA | Creekside Redevelopment Partners I, LLC | 703.942.6610 | Y | 220 | 220 | TBD | TBD | N |
| 63. | Creekside II | Alexandria, VA | Creekside Redevelopment Partners II, LLC | 703.942.6610 | Y | 99 | 99 | TBD | TBD | N |
| 64. | Henry T. Wing School Residences | Sandwich, MA | Stratford HTW I Investors LP | 703.942.6610 | Y | 38 | 34 | TBD | TBD | N |
| 65. | Christian Manor | West Palm Beach, FL | Christian Manor GP, LLC | 703.942.6610 | Y | 200 | 200 | TBD | TBD | N |
| | | | | | | 6175 | 6092 | | | |

* 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.

V. List of LIHTC Developments (Schedule A)

INSTRUCTIONS

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- 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 members 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.

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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: Commonwealth Lofts

Name of Applicant: Commonwealth Lofts 4, LLC

Principals' Name: SCG Development Co., LLC

| # | Development Name | Location | Ownership Entity | Ownership Entity Phone | CGP or "Named" Managing Member at the time of deal? | Total Development Units | Total Low Income Units | Placed in Service Date | 8609 Issued Date | Uncorrected 8823s? If Y, Explain at Tab D |
|-----|------------------------------------|-----------------------|--|------------------------|---|-------------------------|------------------------|------------------------|------------------|---|
| 1. | Coyle School Residences | Taunton, MA | Coyle School Residences, LP | 703.942.6610 | Y | 50 | 45 | TBD | TBD | N |
| 2. | Ovata at Reedy Creek | Charlotte, NC | Ovata at Reedy Creek, LP | 703.942.6610 | Y | 78 | 78 | TBD | TBD | N |
| 3. | 500 Northside Station | Spartanburg, SC | Partans, LLC | 703.942.6610 | Y | 90 | 81 | 7/30/2021 | 9/1/2022 | N |
| 4. | Renaissance Place | Greenville, SC | Renaissance Place, LP | 703.942.6610 | Y | 57 | 57 | 9/15/2021 | 2/15/2022 | N |
| 5. | Silver Creek | Kensington, MD | Knowles Manor Senior Housing LLC | 703.942.6610 | Y | 94 | 94 | 12/28/2021 | 7/31/2023 | N |
| 6. | Parkside at Hickory Grove | Charlotte, NC | Parkside at Hickory Grove, LP | 703.942.6610 | Y | 80 | 80 | 10/1/2021 | 12/15/2022 | N |
| 7. | Ovation at Arrowbrook I | Herndon, VA | Arrowbrook Apartments I, LLC | 703.942.6610 | Y | 126 | 126 | 3/30/2023 | 1/29/2024 | N |
| 8. | Ovation at Arrowbrook II | Herndon, VA | Arrowbrook Apts II, LLC | 703.942.6610 | Y | 148 | 148 | 4/14/2023 | TBD | N |
| 9. | Oxford School Residences | Fairhaven, MA | Oxford School Residences LP | 703.942.6610 | Y | 52 | 45 | 6/13/2022 | 4/3/2023 | N |
| 10. | One University Family | Fairfax, VA | One University Family, LLC | 703.942.6610 | Y | 120 | 120 | 7/31/2024 | TBD | N |
| 11. | One University Senior | Fairfax, VA | One University Senior, LLC | 703.942.6610 | Y | 120 | 120 | 7/31/2024 | TBD | N |
| 12. | Parkside at Butler | Mauldin, SC | Parkside at Butler, LP | 703.942.6610 | Y | 72 | 72 | 2/15/2023 | 1/4/2024 | N |
| 13. | Frederick Road Senior Housing | Galthersburg, MD | Frederick Road Senior 4% Owner, LLC | 703.942.6610 | Y | 111 | 111 | 12/27/2023 | TBD | N |
| 14. | South Street Family | Frederick, MD | South Street Family, LLC | 703.942.6610 | Y | 56 | 56 | 5/17/2024 | TBD | N |
| 15. | South Street Senior | Frederick, MD | South Street Senior, LLC | 703.942.6610 | Y | 96 | 96 | 5/17/2024 | TBD | N |
| 16. | Helena Crocker Residences | Westford, MA | Helena Crocker Residences LP | 703.942.6610 | Y | 18 | 18 | 11/15/2023 | TBD | N |
| 17. | Parkside at Main | Simpsonville, SC | Parkside at Main, LP | 703.942.6610 | Y | 42 | 42 | 2/17/2021 | 2/24/2021 | N |
| 18. | Parkside at Hudson | Gastonia, NC | Parkside at Hudson, LP | 703.942.6610 | Y | 80 | 80 | 11/6/2020 | 9/15/2021 | N |
| 19. | Dogwood Trail | Albany, GA | Dogwood Trail Apartments, LP | 703.942.6610 | Y | 64 | 61 | 12/31/2020 | 2/25/2022 | N |
| 20. | Springhill Apartments | Madison, FL | Springhill Apartments, LLC | 703.942.6610 | Y | 76 | 76 | 12/20/2019 | 8/19/2022 | N |
| 21. | Parkside at Drayton | Spartanburg, SC | Parkside at Drayton, LP | 703.942.6610 | Y | 41 | 41 | 4/1/2019 | 1/27/2020 | N |
| 22. | Perrytown Apartments | Perry, FL | Perrytown Apartments, LLC | 703.942.6610 | Y | 100 | 100 | 5/21/2018 | 12/22/2020 | N |
| 23. | Momentum at Shady Grove | Derwood, MD | Momentum Apartments, LLC | 703.942.6610 | Y | 110 | 110 | 10/18/2019 | 2/9/2021 | N |
| 24. | Douglass Village | Douglassville, GA | Douglass Village Apartments, LP | 703.942.6610 | Y | 88 | 88 | 12/20/2018 | 8/26/2021 | N |
| 25. | Hand Trading Company Apartments | Pelham, GA | Hand TC Restoration, LP | 703.942.6610 | Y | 54 | 44 | 12/16/2019 | 2/2/2021 | N |
| 26. | The Forge on Broadway | Buffalo, NY | SAKCC Buffalo Forge, LLC | 703.942.6610 | Y | 158 | 141 | 7/31/2020 | 1/28/2022 | N |
| 27. | Castle Creek | Aspen, CO | 488 Castle Creek, LLC | 703.942.6610 | Y | 24 | 24 | 3/20/2018 | 7/16/2019 | N |
| 28. | Ashton Cove | Kingsland, GA | Kingsland Cove, LP | 703.942.6610 | Y | 72 | 72 | 9/27/2018 | 6/17/2019 | N |
| 29. | St James Terrace | Baltimore, MD | St. James Apartments LP | 703.942.6610 | Y | 151 | 151 | 7/20/2018 | 3/13/2019 | N |
| 30. | Chelmsford Wood Residences II | Chelmsford, MA | Chelmsford Wood Residences II LP | 703.942.6610 | Y | 58 | 58 | 7/6/2018 | 3/19/2019 | N |
| 31. | Parkside at Bethel | Clover, SC | Parkside at Bethel LP | 703.942.6610 | Y | 42 | 42 | 5/11/2018 | 2/25/2019 | N |
| 32. | Market Station | Thomasville, GA | Market Station Apartments, LP | 703.942.6610 | Y | 80 | 80 | 3/31/2018 | 10/3/2018 | N |
| 33. | Coady School Residences | Bourne, MA | Coady School Residences LP | 703.942.6610 | Y | 58 | 58 | 8/25/2017 | 5/8/2018 | N |
| 34. | Paige Woodson | Oklahoma City, OK | Paige Woodson Development LLC | 703.942.6610 | Y | 128 | 128 | 7/14/2017 | 11/26/2018 | N |
| 35. | Park Heights | Baltimore, MD | New Park Heights LLC | 703.942.6610 | Y | 100 | 100 | 6/30/2017 | 4/17/2018 | N |
| 36. | Residences at Government Center I | Fairfax, VA | Fairfax Corner Partners LLC | 703.942.6610 | Y | 150 | 150 | 2/28/2017 | 9/27/2017 | N |
| 37. | Residences at Government Center II | Fairfax, VA | Fairfax Corner Partners II LLC | 703.942.6610 | Y | 120 | 120 | 2/28/2017 | 10/19/2027 | N |
| 38. | Southfork | Camilla, GA | Southfork Apartments LP | 703.942.6610 | Y | 96 | 96 | 8/25/2016 | 3/14/2017 | N |
| 39. | Parkside at Boulevard | Orangeburg, SC | Parkside at Boulevard LP | 703.942.6610 | Y | 44 | 44 | 7/29/2016 | 1/27/2017 | N |
| 40. | Cypress Parc | New Orleans, LA | FBT Community Development Corp., LLC | 703.942.6610 | Y | 62 | 62 | 5/31/2016 | 3/10/2017 | N |
| 41. | Chelmsford Wood Residences | Chelmsford, MA | Chelmsford Wood Residences, LP | 703.942.6610 | Y | 58 | 58 | 2/26/2016 | 10/5/2016 | N |
| 42. | Eureka Heights | Ashburn, GA | Eureka Heights, LP | 703.942.6610 | Y | 56 | 56 | 6/30/2015 | 3/3/2016 | N |
| 43. | Tangi Village | Hammond, LA | Quick Blvd. Apartments LP | 703.942.6610 | Y | 61 | 61 | 11/30/2014 | 11/6/2015 | N |
| 44. | Simpkins School | Yarmouth, MA | Simpkins School Residences, LP | 703.942.6610 | Y | 65 | 58 | 9/29/2014 | 5/18/2015 | N |
| 45. | Ashley House | Valdosta, GA | Ashley House Apartments, LP | 703.942.6610 | Y | 61 | 61 | 11/30/2014 | 11/6/2015 | N |
| 46. | Elm Drive Senior Apartments | Baton Rouge, LA | Elm Drive Senior Apartments, LP | 703.942.6610 | Y | 60 | 60 | 5/1/2014 | 11/6/2015 | N |
| 47. | The Reserve at Sugar Mill | St. Marys, GA | Ashton Pines Apartments, LP | 703.942.6610 | Y | 70 | 70 | 10/26/2012 | 10/17/2013 | N |
| 48. | Griffin Heights | Tallahassee, FL | New Griffin Apartments, LP | 703.942.6610 | Y | 100 | 100 | 2/23/2012 | 10/17/2013 | N |
| 49. | Pine Meadow | Gainesville, FL | Pine Meadow Redevelopment, Ltd. | 703.942.6610 | Y | 78 | 78 | 12/7/2011 | 6/14/2013 | N |
| 50. | Sand Dunes | Panama City Beach, FL | Sand Dunes Redevelopment, Ltd. | 703.942.6610 | Y | 104 | 104 | 12/7/2011 | 6/14/2013 | N |
| 51. | Cypress Place | Marero, LA | 1500 Westwood, LP | 703.942.6610 | Y | 132 | 132 | 11/7/2011 | 11/8/2013 | N |
| 52. | Three Tree Flats | Washington, DC | 3910 Georgia Avenue Associates, LP | 703.942.6610 | Y | 130 | 119 | 2/25/2011 | 1/24/2012 | N |
| 53. | Lakeside | Columbia, SC | New Lakeside Apartments, LP | 703.942.6610 | Y | 110 | 109 | 12/2/2010 | 2/24/2011 | N |
| 54. | School Street Residences | Athol, MA | School Street Residences, LP | 703.942.6610 | Y | 50 | 50 | 12/1/2020 | 12/30/2011 | N |
| 55. | Fulton School | Weymouth, MA | Fulton School Residences, LP | 703.942.6610 | Y | 63 | 63 | 11/2/2009 | 12/31/2010 | N |
| 56. | Appian Way | North Charleston, SC | 8465 Patriot Boulevard, LP | 703.942.6610 | Y | 204 | 204 | 6/1/2009 | 6/12/2009 | N |
| 57. | Council Towers | Miami Beach, FL | EHDCC Council Towers LP | 703.942.6610 | Y | 250 | 250 | TBD | TBD | N |
| 58. | Parkside at Butler II | Mauldin, SC | Parkside at Butler II, LP | 703.942.6610 | Y | 80 | 80 | TBD | TBD | N |
| 59. | Clement Belle | Brunswick, GA | Clement Belle Farms, LP | 703.942.6610 | Y | 64 | 55 | TBD | TBD | N |
| 60. | Indigo at McLean Station A | Tysons Corner, VA | Somos Phase A, LLC | 703.942.6610 | Y | 231 | 231 | TBD | TBD | N |
| 61. | Indigo at McLean Station B | Tysons Corner, VA | Somos Phase B, LLC | 703.942.6610 | Y | 225 | 225 | TBD | TBD | N |
| 62. | Creekside | Alexandria, VA | Creekside Redevelopment Partners I, LLC | 703.942.6610 | Y | 220 | 220 | TBD | TBD | N |
| 63. | Creekside II | Alexandria, VA | Creekside Redevelopment Partners II, LLC | 703.942.6610 | Y | 99 | 99 | TBD | TBD | N |
| 64. | Henry T. Wing School Residences | Sandwich, MA | Stratford HTW I Investors LP | 703.942.6610 | Y | 38 | 34 | TBD | TBD | N |
| 65. | Christian Manor | West Palm Beach, FL | Christian Manor GP, LLC | 703.942.6610 | Y | 200 | 200 | TBD | TBD | N |
| | | | | | | 6175 | 6092 | | | |

* 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.

V. List of LIHTC Developments (Schedule A)

INSTRUCTIONS

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

- For Principals organized as a corporation (public or private), nonprofit organization, or governmental entity, you are only required to list the names of any officers who are directly responsible to the Board of Directors (or equivalent) and any stockholder holding a 25% or more interest in said Principal.
- For Principals organized as a limited liability company with more than 25 individual members, you are only required to list the names of any officers and any managing members responsible for managing the affairs of the company, along with the name of any individual 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: Commonwealth Lofts

Name of Applicant: Commonwealth Lofts 4, LLC

Principals' Name: Stratford Capital Group, LLC

| # | Development Name | Location | Ownership Entity | Ownership Entity Phone | CGP or "Named" Managing Member at the time of deal? | Total Development Units | Total Low Income Units | Placed in Service Date | 8609 Issued Date | Uncorrected 8823s? If Y, Explain at Tab D |
|-----|------------------------------------|-----------------------|--|------------------------|---|-------------------------|------------------------|------------------------|------------------|---|
| 1. | Coyle School Residences | Taunton, MA | Coyle School Residences, LP | 703.942.6610 | Y | 50 | 45 | TBD | TBD | N |
| 2. | Ovata at Reedy Creek | Charlotte, NC | Ovata at Reedy Creek, LP | 703.942.6610 | Y | 78 | 78 | TBD | TBD | N |
| 3. | 500 Northside Station | Spartanburg, SC | Partans, LLC | 703.942.6610 | Y | 90 | 81 | 7/30/2021 | 9/1/2022 | N |
| 4. | Renaissance Place | Greenville, SC | Renaissance Place, LP | 703.942.6610 | Y | 57 | 57 | 9/15/2021 | 2/15/2022 | N |
| 5. | Silver Creek | Kensington, MD | Knowles Manor Senior Housing LLC | 703.942.6610 | Y | 94 | 94 | 12/28/2021 | 7/31/2023 | N |
| 6. | Parkside at Hickory Grove | Charlotte, NC | Parkside at Hickory Grove, LP | 703.942.6610 | Y | 80 | 80 | 10/1/2021 | 12/15/2022 | N |
| 7. | Ovation at Arrowbrook I | Herndon, VA | Arrowbrook Apartments I, LLC | 703.942.6610 | Y | 126 | 126 | 3/30/2023 | 1/29/2024 | N |
| 8. | Ovation at Arrowbrook II | Herndon, VA | Arrowbrook Apts II, LLC | 703.942.6610 | Y | 148 | 148 | 4/14/2023 | TBD | N |
| 9. | Oxford School Residences | Fairhaven, MA | Oxford School Residences LP | 703.942.6610 | Y | 52 | 45 | 6/13/2022 | 4/3/2023 | N |
| 10. | One University Family | Fairfax, VA | One University Family, LLC | 703.942.6610 | Y | 120 | 120 | 7/31/2024 | TBD | N |
| 11. | One University Senior | Fairfax, VA | One University Senior, LLC | 703.942.6610 | Y | 120 | 120 | 7/31/2024 | TBD | N |
| 12. | Parkside at Butler | Mauldin, SC | Parkside at Butler, LP | 703.942.6610 | Y | 72 | 72 | 2/15/2023 | 1/4/2024 | N |
| 13. | Frederick Road Senior Housing | Galthersburg, MD | Frederick Road Senior 4% Owner, LLC | 703.942.6610 | Y | 111 | 111 | 12/27/2023 | TBD | N |
| 14. | South Street Family | Frederick, MD | South Street Family, LLC | 703.942.6610 | Y | 56 | 56 | 5/17/2024 | TBD | N |
| 15. | South Street Senior | Frederick, MD | South Street Senior, LLC | 703.942.6610 | Y | 96 | 96 | 5/17/2024 | TBD | N |
| 16. | Helena Crocker Residences | Westford, MA | Helena Crocker Residences LP | 703.942.6610 | Y | 18 | 18 | 11/15/2023 | TBD | N |
| 17. | Parkside at Main | Simpsonville, SC | Parkside at Main, LP | 703.942.6610 | Y | 42 | 42 | 2/17/2021 | 2/24/2021 | N |
| 18. | Parkside at Hudson | Gastonia, NC | Parkside at Hudson, LP | 703.942.6610 | Y | 80 | 80 | 11/6/2020 | 9/15/2021 | N |
| 19. | Dogwood Trail | Albany, GA | Dogwood Trail Apartments, LP | 703.942.6610 | Y | 64 | 61 | 12/31/2020 | 2/25/2022 | N |
| 20. | Springhill Apartments | Madison, FL | Springhill Apartments, LLC | 703.942.6610 | Y | 76 | 76 | 12/20/2019 | 8/19/2022 | N |
| 21. | Parkside at Drayton | Spartanburg, SC | Parkside at Drayton, LP | 703.942.6610 | Y | 41 | 41 | 4/1/2019 | 1/27/2020 | N |
| 22. | Perrytown Apartments | Perry, FL | Perrytown Apartments, LLC | 703.942.6610 | Y | 100 | 100 | 5/21/2018 | 12/22/2020 | N |
| 23. | Momentum at Shady Grove | Derwood, MD | Momentum Apartments, LLC | 703.942.6610 | Y | 110 | 110 | 10/18/2019 | 2/9/2021 | N |
| 24. | Douglass Village | Douglassville, GA | Douglass Village Apartments, LP | 703.942.6610 | Y | 88 | 88 | 12/20/2018 | 8/26/2021 | N |
| 25. | Hand Trading Company Apartments | Pelham, GA | Hand TC Restoration, LP | 703.942.6610 | Y | 54 | 44 | 12/16/2019 | 2/2/2021 | N |
| 26. | The Forge on Broadway | Buffalo, NY | SAKCC Buffalo Forge, LLC | 703.942.6610 | Y | 158 | 141 | 7/31/2020 | 1/28/2022 | N |
| 27. | Castle Creek | Aspen, CO | 488 Castle Creek, LLC | 703.942.6610 | Y | 24 | 24 | 3/20/2018 | 7/16/2019 | N |
| 28. | Ashton Cove | Kingsland, GA | Kingsland Cove, LP | 703.942.6610 | Y | 72 | 72 | 9/27/2018 | 6/17/2019 | N |
| 29. | St James Terrace | Baltimore, MD | St. James Apartments LP | 703.942.6610 | Y | 151 | 151 | 7/20/2018 | 3/13/2019 | N |
| 30. | Chelmsford Wood Residences II | Chelmsford, MA | Chelmsford Wood Residences II LP | 703.942.6610 | Y | 58 | 58 | 7/6/2018 | 3/19/2019 | N |
| 31. | Parkside at Bethel | Clover, SC | Parkside at Bethel LP | 703.942.6610 | Y | 42 | 42 | 5/11/2018 | 2/25/2019 | N |
| 32. | Market Station | Thomasville, GA | Market Station Apartments, LP | 703.942.6610 | Y | 80 | 80 | 3/31/2018 | 10/3/2018 | N |
| 33. | Coady School Residences | Bourne, MA | Coady School Residences LP | 703.942.6610 | Y | 58 | 58 | 8/25/2017 | 5/8/2018 | N |
| 34. | Paige Woodson | Oklahoma City, OK | Paige Woodson Development LLC | 703.942.6610 | Y | 128 | 128 | 7/14/2017 | 11/26/2018 | N |
| 35. | Park Heights | Baltimore, MD | New Park Heights LLC | 703.942.6610 | Y | 100 | 100 | 6/30/2017 | 4/17/2018 | N |
| 36. | Residences at Government Center I | Fairfax, VA | Fairfax Corner Partners LLC | 703.942.6610 | Y | 150 | 150 | 2/28/2017 | 9/27/2017 | N |
| 37. | Residences at Government Center II | Fairfax, VA | Fairfax Corner Partners II LLC | 703.942.6610 | Y | 120 | 120 | 2/28/2017 | 10/19/2027 | N |
| 38. | Southfork | Camilla, GA | Southfork Apartments LP | 703.942.6610 | Y | 96 | 96 | 8/25/2016 | 3/14/2017 | N |
| 39. | Parkside at Boulevard | Orangeburg, SC | Parkside at Boulevard LP | 703.942.6610 | Y | 44 | 44 | 7/29/2016 | 1/27/2017 | N |
| 40. | Cypress Parc | New Orleans, LA | FBT Community Development Corp., LLC | 703.942.6610 | Y | 62 | 62 | 5/31/2016 | 3/10/2017 | N |
| 41. | Chelmsford Wood Residences | Chelmsford, MA | Chelmsford Wood Residences, LP | 703.942.6610 | Y | 58 | 58 | 2/26/2016 | 10/5/2016 | N |
| 42. | Eureka Heights | Ashburn, GA | Eureka Heights, LP | 703.942.6610 | Y | 56 | 56 | 6/30/2015 | 3/3/2016 | N |
| 43. | Tangi Village | Hammond, LA | Quick Blvd. Apartments LP | 703.942.6610 | Y | 61 | 61 | 11/30/2014 | 11/6/2015 | N |
| 44. | Simpkins School | Yarmouth, MA | Simpkins School Residences, LP | 703.942.6610 | Y | 65 | 58 | 9/29/2014 | 5/18/2015 | N |
| 45. | Ashley House | Valdosta, GA | Ashley House Apartments, LP | 703.942.6610 | Y | 61 | 61 | 11/30/2014 | 11/6/2015 | N |
| 46. | Elm Drive Senior Apartments | Baton Rouge, LA | Elm Drive Senior Apartments, LP | 703.942.6610 | Y | 60 | 60 | 5/1/2014 | 11/6/2015 | N |
| 47. | The Reserve at Sugar Mill | St. Marys, GA | Ashton Pines Apartments, LP | 703.942.6610 | Y | 70 | 70 | 10/26/2012 | 10/17/2013 | N |
| 48. | Griffin Heights | Tallahassee, FL | New Griffin Apartments, LP | 703.942.6610 | Y | 100 | 100 | 2/23/2012 | 10/17/2013 | N |
| 49. | Pine Meadow | Gainesville, FL | Pine Meadow Redevelopment, Ltd. | 703.942.6610 | Y | 78 | 78 | 12/7/2011 | 6/14/2013 | N |
| 50. | Sand Dunes | Panama City Beach, FL | Sand Dunes Redevelopment, Ltd. | 703.942.6610 | Y | 104 | 104 | 12/7/2011 | 6/14/2013 | N |
| 51. | Cypress Place | Marero, LA | 1500 Westwood, LP | 703.942.6610 | Y | 132 | 132 | 11/7/2011 | 11/8/2013 | N |
| 52. | Three Tree Flats | Washington, DC | 3910 Georgia Avenue Associates, LP | 703.942.6610 | Y | 130 | 119 | 2/25/2011 | 1/24/2012 | N |
| 53. | Lakeside | Columbia, SC | New Lakeside Apartments, LP | 703.942.6610 | Y | 110 | 109 | 12/2/2010 | 2/24/2011 | N |
| 54. | School Street Residences | Athol, MA | School Street Residences, LP | 703.942.6610 | Y | 50 | 50 | 12/1/2020 | 12/30/2011 | N |
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| 57. | Council Towers | Miami Beach, FL | EHDCC Council Towers LP | 703.942.6610 | Y | 250 | 250 | TBD | TBD | N |
| 58. | Parkside at Butler II | Mauldin, SC | Parkside at Butler II, LP | 703.942.6610 | Y | 80 | 80 | TBD | TBD | N |
| 59. | Clement Belle | Brunswick, GA | Clement Belle Farms, LP | 703.942.6610 | Y | 64 | 55 | TBD | TBD | N |
| 60. | Indigo at McLean Station A | Tysons Corner, VA | Somos Phase A, LLC | 703.942.6610 | Y | 231 | 231 | TBD | TBD | N |
| 61. | Indigo at McLean Station B | Tysons Corner, VA | Somos Phase B, LLC | 703.942.6610 | Y | 225 | 225 | TBD | TBD | N |
| 62. | Creekside | Alexandria, VA | Creekside Redevelopment Partners I, LLC | 703.942.6610 | Y | 220 | 220 | TBD | TBD | N |
| 63. | Creekside II | Alexandria, VA | Creekside Redevelopment Partners II, LLC | 703.942.6610 | Y | 99 | 99 | TBD | TBD | N |
| 64. | Henry T. Wing School Residences | Sandwich, MA | Stratford HTW I Investors LP | 703.942.6610 | Y | 38 | 34 | TBD | TBD | N |
| 65. | Christian Manor | West Palm Beach, FL | Christian Manor GP, LLC | 703.942.6610 | Y | 200 | 200 | TBD | TBD | N |
| | | | | | | 6175 | 6092 | | | |

* 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.

V. List of LIHTC Developments (Schedule A)

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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- 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 members 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.

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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: Commonwealth Lofts

Name of Applicant: Commonwealth Lofts 4, LLC

Principals' Name: SCG Development Fund MM, LLC

| # | Development Name | Location | Ownership Entity | Ownership Entity Phone | CGP or "Named" Managing Member at the time of deal? | Total Development Units | Total Low Income Units | Placed in Service Date | 8609 Issued Date | Uncorrected 8823s? If Y, Explain at Tab D |
|-----|------------------------------------|-----------------------|--|------------------------|---|-------------------------|------------------------|------------------------|------------------|---|
| 1. | Coyle School Residences | Taunton, MA | Coyle School Residences, LP | 703.942.6610 | Y | 50 | 45 | TBD | TBD | N |
| 2. | Ovata at Reedy Creek | Charlotte, NC | Ovata at Reedy Creek, LP | 703.942.6610 | Y | 78 | 78 | TBD | TBD | N |
| 3. | 500 Northside Station | Spartanburg, SC | Partans, LLC | 703.942.6610 | Y | 90 | 81 | 7/30/2021 | 9/1/2022 | N |
| 4. | Renaissance Place | Greenville, SC | Renaissance Place, LP | 703.942.6610 | Y | 57 | 57 | 9/15/2021 | 2/15/2022 | N |
| 5. | Silver Creek | Kensington, MD | Knowles Manor Senior Housing LLC | 703.942.6610 | Y | 94 | 94 | 12/28/2021 | 7/31/2023 | N |
| 6. | Parkside at Hickory Grove | Charlotte, NC | Parkside at Hickory Grove, LP | 703.942.6610 | Y | 80 | 80 | 10/1/2021 | 12/15/2022 | N |
| 7. | Ovation at Arrowbrook I | Herndon, VA | Arrowbrook Apartments I, LLC | 703.942.6610 | Y | 126 | 126 | 3/30/2023 | 1/29/2024 | N |
| 8. | Ovation at Arrowbrook II | Herndon, VA | Arrowbrook Apts II, LLC | 703.942.6610 | Y | 148 | 148 | 4/14/2023 | TBD | N |
| 9. | Oxford School Residences | Fairhaven, MA | Oxford School Residences LP | 703.942.6610 | Y | 52 | 45 | 6/13/2022 | 4/3/2023 | N |
| 10. | One University Family | Fairfax, VA | One University Family, LLC | 703.942.6610 | Y | 120 | 120 | 7/31/2024 | TBD | N |
| 11. | One University Senior | Fairfax, VA | One University Senior, LLC | 703.942.6610 | Y | 120 | 120 | 7/31/2024 | TBD | N |
| 12. | Parkside at Butler | Mauldin, SC | Parkside at Butler, LP | 703.942.6610 | Y | 72 | 72 | 2/15/2023 | 1/4/2024 | N |
| 13. | Frederick Road Senior Housing | Galthersburg, MD | Frederick Road Senior 4% Owner, LLC | 703.942.6610 | Y | 111 | 111 | 12/27/2023 | TBD | N |
| 14. | South Street Family | Frederick, MD | South Street Family, LLC | 703.942.6610 | Y | 56 | 56 | 5/17/2024 | TBD | N |
| 15. | South Street Senior | Frederick, MD | South Street Senior, LLC | 703.942.6610 | Y | 96 | 96 | 5/17/2024 | TBD | N |
| 16. | Helena Crocker Residences | Westford, MA | Helena Crocker Residences LP | 703.942.6610 | Y | 18 | 18 | 11/15/2023 | TBD | N |
| 17. | Parkside at Main | Simpsonville, SC | Parkside at Main, LP | 703.942.6610 | Y | 42 | 42 | 2/17/2021 | 2/24/2021 | N |
| 18. | Parkside at Hudson | Gastonia, NC | Parkside at Hudson, LP | 703.942.6610 | Y | 80 | 80 | 11/6/2020 | 9/15/2021 | N |
| 19. | Dogwood Trail | Albany, GA | Dogwood Trail Apartments, LP | 703.942.6610 | Y | 64 | 61 | 12/31/2020 | 2/25/2022 | N |
| 20. | Springhill Apartments | Madison, FL | Springhill Apartments, LLC | 703.942.6610 | Y | 76 | 76 | 12/20/2019 | 8/19/2022 | N |
| 21. | Parkside at Drayton | Spartanburg, SC | Parkside at Drayton, LP | 703.942.6610 | Y | 41 | 41 | 4/1/2019 | 1/27/2020 | N |
| 22. | Perrytown Apartments | Perry, FL | Perrytown Apartments, LLC | 703.942.6610 | Y | 100 | 100 | 5/21/2018 | 12/22/2020 | N |
| 23. | Momentum at Shady Grove | Derwood, MD | Momentum Apartments, LLC | 703.942.6610 | Y | 110 | 110 | 10/18/2019 | 2/9/2021 | N |
| 24. | Douglass Village | Douglassville, GA | Douglass Village Apartments, LP | 703.942.6610 | Y | 88 | 88 | 12/20/2018 | 8/26/2021 | N |
| 25. | Hand Trading Company Apartments | Pelham, GA | Hand TC Restoration, LP | 703.942.6610 | Y | 54 | 44 | 12/16/2019 | 2/2/2021 | N |
| 26. | The Forge on Broadway | Buffalo, NY | SAKCC Buffalo Forge, LLC | 703.942.6610 | Y | 158 | 141 | 7/31/2020 | 1/28/2022 | N |
| 27. | Castle Creek | Aspen, CO | 488 Castle Creek, LLC | 703.942.6610 | Y | 24 | 24 | 3/20/2018 | 7/16/2019 | N |
| 28. | Ashton Cove | Kingsland, GA | Kingsland Cove, LP | 703.942.6610 | Y | 72 | 72 | 9/27/2018 | 6/17/2019 | N |
| 29. | St James Terrace | Baltimore, MD | St. James Apartments LP | 703.942.6610 | Y | 151 | 151 | 7/20/2018 | 3/13/2019 | N |
| 30. | Chelmsford Wood Residences II | Chelmsford, MA | Chelmsford Wood Residences II LP | 703.942.6610 | Y | 58 | 58 | 7/6/2018 | 3/19/2019 | N |
| 31. | Parkside at Bethel | Clover, SC | Parkside at Bethel LP | 703.942.6610 | Y | 42 | 42 | 5/11/2018 | 2/25/2019 | N |
| 32. | Market Station | Thomasville, GA | Market Station Apartments, LP | 703.942.6610 | Y | 80 | 80 | 3/31/2018 | 10/3/2018 | N |
| 33. | Coady School Residences | Bourne, MA | Coady School Residences LP | 703.942.6610 | Y | 58 | 58 | 8/25/2017 | 5/8/2018 | N |
| 34. | Paige Woodson | Oklahoma City, OK | Paige Woodson Development LLC | 703.942.6610 | Y | 128 | 128 | 7/14/2017 | 11/26/2018 | N |
| 35. | Park Heights | Baltimore, MD | New Park Heights LLC | 703.942.6610 | Y | 100 | 100 | 6/30/2017 | 4/17/2018 | N |
| 36. | Residences at Government Center I | Fairfax, VA | Fairfax Corner Partners LLC | 703.942.6610 | Y | 150 | 150 | 2/28/2017 | 9/27/2017 | N |
| 37. | Residences at Government Center II | Fairfax, VA | Fairfax Corner Partners II LLC | 703.942.6610 | Y | 120 | 120 | 2/28/2017 | 10/19/2027 | N |
| 38. | Southfork | Camilla, GA | Southfork Apartments LP | 703.942.6610 | Y | 96 | 96 | 8/25/2016 | 3/14/2017 | N |
| 39. | Parkside at Boulevard | Orangeburg, SC | Parkside at Boulevard LP | 703.942.6610 | Y | 44 | 44 | 7/29/2016 | 1/27/2017 | N |
| 40. | Cypress Parc | New Orleans, LA | FBT Community Development Corp., LLC | 703.942.6610 | Y | 62 | 62 | 5/31/2016 | 3/10/2017 | N |
| 41. | Chelmsford Wood Residences | Chelmsford, MA | Chelmsford Wood Residences, LP | 703.942.6610 | Y | 58 | 58 | 2/26/2016 | 10/5/2016 | N |
| 42. | Eureka Heights | Ashburn, GA | Eureka Heights, LP | 703.942.6610 | Y | 56 | 56 | 6/30/2015 | 3/3/2016 | N |
| 43. | Tangi Village | Hammond, LA | Quick Blvd. Apartments LP | 703.942.6610 | Y | 61 | 61 | 11/30/2014 | 11/6/2015 | N |
| 44. | Simpkins School | Yarmouth, MA | Simpkins School Residences, LP | 703.942.6610 | Y | 65 | 58 | 9/29/2014 | 5/18/2015 | N |
| 45. | Ashley House | Valdosta, GA | Ashley House Apartments, LP | 703.942.6610 | Y | 61 | 61 | 11/30/2014 | 11/6/2015 | N |
| 46. | Elm Drive Senior Apartments | Baton Rouge, LA | Elm Drive Senior Apartments, LP | 703.942.6610 | Y | 60 | 60 | 5/1/2014 | 11/6/2015 | N |
| 47. | The Reserve at Sugar Mill | St. Marys, GA | Ashton Pines Apartments, LP | 703.942.6610 | Y | 70 | 70 | 10/26/2012 | 10/17/2013 | N |
| 48. | Griffin Heights | Tallahassee, FL | New Griffin Apartments, LP | 703.942.6610 | Y | 100 | 100 | 2/23/2012 | 10/17/2013 | N |
| 49. | Pine Meadow | Gainesville, FL | Pine Meadow Redevelopment, Ltd. | 703.942.6610 | Y | 78 | 78 | 12/7/2011 | 6/14/2013 | N |
| 50. | Sand Dunes | Panama City Beach, FL | Sand Dunes Redevelopment, Ltd. | 703.942.6610 | Y | 104 | 104 | 12/7/2011 | 6/14/2013 | N |
| 51. | Cypress Place | Marero, LA | 1500 Westwood, LP | 703.942.6610 | Y | 132 | 132 | 11/7/2011 | 11/8/2013 | N |
| 52. | Three Tree Flats | Washington, DC | 3910 Georgia Avenue Associates, LP | 703.942.6610 | Y | 130 | 119 | 2/25/2011 | 1/24/2012 | N |
| 53. | Lakeside | Columbia, SC | New Lakeside Apartments, LP | 703.942.6610 | Y | 110 | 109 | 12/2/2010 | 2/24/2011 | N |
| 54. | School Street Residences | Athol, MA | School Street Residences, LP | 703.942.6610 | Y | 50 | 50 | 12/1/2020 | 12/30/2011 | N |
| 55. | Fulton School | Weymouth, MA | Fulton School Residences, LP | 703.942.6610 | Y | 63 | 63 | 11/2/2009 | 12/31/2010 | N |
| 56. | Appian Way | North Charleston, SC | 8465 Patriot Boulevard, LP | 703.942.6610 | Y | 204 | 204 | 6/1/2009 | 6/12/2009 | N |
| 57. | Council Towers | Miami Beach, FL | EHDCC Council Towers LP | 703.942.6610 | Y | 250 | 250 | TBD | TBD | N |
| 58. | Parkside at Butler II | Mauldin, SC | Parkside at Butler II, LP | 703.942.6610 | Y | 80 | 80 | TBD | TBD | N |
| 59. | Clement Belle | Brunswick, GA | Clement Belle Farms, LP | 703.942.6610 | Y | 64 | 55 | TBD | TBD | N |
| 60. | Indigo at McLean Station A | Tysons Corner, VA | Somos Phase A, LLC | 703.942.6610 | Y | 231 | 231 | TBD | TBD | N |
| 61. | Indigo at McLean Station B | Tysons Corner, VA | Somos Phase B, LLC | 703.942.6610 | Y | 225 | 225 | TBD | TBD | N |
| 62. | Creekside | Alexandria, VA | Creekside Redevelopment Partners I, LLC | 703.942.6610 | Y | 220 | 220 | TBD | TBD | N |
| 63. | Creekside II | Alexandria, VA | Creekside Redevelopment Partners II, LLC | 703.942.6610 | Y | 99 | 99 | TBD | TBD | N |
| 64. | Henry T. Wing School Residences | Sandwich, MA | Stratford HTW I Investors LP | 703.942.6610 | Y | 38 | 34 | TBD | TBD | N |
| 65. | Christian Manor | West Palm Beach, FL | Christian Manor GP, LLC | 703.942.6610 | Y | 200 | 200 | TBD | TBD | N |
| | | | | | | 6175 | 6092 | | | |

* 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.

V. List of LIHTC Developments (Schedule A)

INSTRUCTIONS

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

- For Principals organized as a corporation (public or private), nonprofit organization, or governmental entity, you are only required to list the names of any officers who are directly responsible to the Board of Directors (or equivalent) and any stockholder holding a 25% or more interest in said Principal.
- For Principals organized as a limited liability company with more than 25 individual members, you are only required to list the names of any officers and any managing members responsible for managing the affairs of the company, along with the name of any individual 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: Commonwealth Lofts

Name of Applicant: Commonwealth Lofts 4, LLC

Principals' Name: Doublewide, LLC

| # | Development Name | Location | Ownership Entity | Ownership Entity Phone | CGP or "Named" Managing Member at the time of deal? | Total Development Units | Total Low Income Units | Placed in Service Date | 8609 Issued Date | Uncorrected 8823s? If Y, Explain at Tab D |
|-----|------------------------------------|-----------------------|--|------------------------|---|-------------------------|------------------------|------------------------|------------------|---|
| 1. | Coyle School Residences | Taunton, MA | Coyle School Residences, LP | 703.942.6610 | Y | 50 | 45 | TBD | TBD | N |
| 2. | Ovata at Reedy Creek | Charlotte, NC | Ovata at Reedy Creek, LP | 703.942.6610 | Y | 78 | 78 | TBD | TBD | N |
| 3. | 500 Northside Station | Spartanburg, SC | Partans, LLC | 703.942.6610 | Y | 90 | 81 | 7/30/2021 | 9/1/2022 | N |
| 4. | Renaissance Place | Greenville, SC | Renaissance Place, LP | 703.942.6610 | Y | 57 | 57 | 9/15/2021 | 2/15/2022 | N |
| 5. | Silver Creek | Kensington, MD | Knowles Manor Senior Housing LLC | 703.942.6610 | Y | 94 | 94 | 12/28/2021 | 7/31/2023 | N |
| 6. | Parkside at Hickory Grove | Charlotte, NC | Parkside at Hickory Grove, LP | 703.942.6610 | Y | 80 | 80 | 10/1/2021 | 12/15/2022 | N |
| 7. | Ovation at Arrowbrook I | Herndon, VA | Arrowbrook Apartments I, LLC | 703.942.6610 | Y | 126 | 126 | 3/30/2023 | 1/29/2024 | N |
| 8. | Ovation at Arrowbrook II | Herndon, VA | Arrowbrook Apts II, LLC | 703.942.6610 | Y | 148 | 148 | 4/14/2023 | TBD | N |
| 9. | Oxford School Residences | Fairhaven, MA | Oxford School Residences LP | 703.942.6610 | Y | 52 | 45 | 6/13/2022 | 4/3/2023 | N |
| 10. | One University Family | Fairfax, VA | One University Family, LLC | 703.942.6610 | Y | 120 | 120 | 7/31/2024 | TBD | N |
| 11. | One University Senior | Fairfax, VA | One University Senior, LLC | 703.942.6610 | Y | 120 | 120 | 7/31/2024 | TBD | N |
| 12. | Parkside at Butler | Mauldin, SC | Parkside at Butler, LP | 703.942.6610 | Y | 72 | 72 | 2/15/2023 | 1/4/2024 | N |
| 13. | Frederick Road Senior Housing | Galthersburg, MD | Frederick Road Senior 4% Owner, LLC | 703.942.6610 | Y | 111 | 111 | 12/27/2023 | TBD | N |
| 14. | South Street Family | Frederick, MD | South Street Family, LLC | 703.942.6610 | Y | 56 | 56 | 5/17/2024 | TBD | N |
| 15. | South Street Senior | Frederick, MD | South Street Senior, LLC | 703.942.6610 | Y | 96 | 96 | 5/17/2024 | TBD | N |
| 16. | Helena Crocker Residences | Westford, MA | Helena Crocker Residences LP | 703.942.6610 | Y | 18 | 18 | 11/15/2023 | TBD | N |
| 17. | Parkside at Main | Simpsonville, SC | Parkside at Main, LP | 703.942.6610 | Y | 42 | 42 | 2/17/2021 | 2/24/2021 | N |
| 18. | Parkside at Hudson | Gastonia, NC | Parkside at Hudson, LP | 703.942.6610 | Y | 80 | 80 | 11/6/2020 | 9/15/2021 | N |
| 19. | Dogwood Trail | Albany, GA | Dogwood Trail Apartments, LP | 703.942.6610 | Y | 64 | 61 | 12/31/2020 | 2/25/2022 | N |
| 20. | Springhill Apartments | Madison, FL | Springhill Apartments, LLC | 703.942.6610 | Y | 76 | 76 | 12/20/2019 | 8/19/2022 | N |
| 21. | Parkside at Drayton | Spartanburg, SC | Parkside at Drayton, LP | 703.942.6610 | Y | 41 | 41 | 4/1/2019 | 1/27/2020 | N |
| 22. | Perrytown Apartments | Perry, FL | Perrytown Apartments, LLC | 703.942.6610 | Y | 100 | 100 | 5/21/2018 | 12/22/2020 | N |
| 23. | Momentum at Shady Grove | Derwood, MD | Momentum Apartments, LLC | 703.942.6610 | Y | 110 | 110 | 10/18/2019 | 2/9/2021 | N |
| 24. | Douglass Village | Douglassville, GA | Douglass Village Apartments, LP | 703.942.6610 | Y | 88 | 88 | 12/20/2018 | 8/26/2021 | N |
| 25. | Hand Trading Company Apartments | Pelham, GA | Hand TC Restoration, LP | 703.942.6610 | Y | 54 | 44 | 12/16/2019 | 2/2/2021 | N |
| 26. | The Forge on Broadway | Buffalo, NY | SAKCC Buffalo Forge, LLC | 703.942.6610 | Y | 158 | 141 | 7/31/2020 | 1/28/2022 | N |
| 27. | Castle Creek | Aspen, CO | 488 Castle Creek, LLC | 703.942.6610 | Y | 24 | 24 | 3/20/2018 | 7/16/2019 | N |
| 28. | Ashton Cove | Kingsland, GA | Kingsland Cove, LP | 703.942.6610 | Y | 72 | 72 | 9/27/2018 | 6/17/2019 | N |
| 29. | St James Terrace | Baltimore, MD | St. James Apartments LP | 703.942.6610 | Y | 151 | 151 | 7/20/2018 | 3/13/2019 | N |
| 30. | Chelmsford Wood Residences II | Chelmsford, MA | Chelmsford Wood Residences II LP | 703.942.6610 | Y | 58 | 58 | 7/6/2018 | 3/19/2019 | N |
| 31. | Parkside at Bethel | Clover, SC | Parkside at Bethel LP | 703.942.6610 | Y | 42 | 42 | 5/11/2018 | 2/25/2019 | N |
| 32. | Market Station | Thomasville, GA | Market Station Apartments, LP | 703.942.6610 | Y | 80 | 80 | 3/31/2018 | 10/3/2018 | N |
| 33. | Coady School Residences | Bourne, MA | Coady School Residences LP | 703.942.6610 | Y | 58 | 58 | 8/25/2017 | 5/8/2018 | N |
| 34. | Paige Woodson | Oklahoma City, OK | Paige Woodson Development LLC | 703.942.6610 | Y | 128 | 128 | 7/14/2017 | 11/26/2018 | N |
| 35. | Park Heights | Baltimore, MD | New Park Heights LLC | 703.942.6610 | Y | 100 | 100 | 6/30/2017 | 4/17/2018 | N |
| 36. | Residences at Government Center I | Fairfax, VA | Fairfax Corner Partners LLC | 703.942.6610 | Y | 150 | 150 | 2/28/2017 | 9/27/2017 | N |
| 37. | Residences at Government Center II | Fairfax, VA | Fairfax Corner Partners II LLC | 703.942.6610 | Y | 120 | 120 | 2/28/2017 | 10/19/2027 | N |
| 38. | Southfork | Camilla, GA | Southfork Apartments LP | 703.942.6610 | Y | 96 | 96 | 8/25/2016 | 3/14/2017 | N |
| 39. | Parkside at Boulevard | Orangeburg, SC | Parkside at Boulevard LP | 703.942.6610 | Y | 44 | 44 | 7/29/2016 | 1/27/2017 | N |
| 40. | Cypress Parc | New Orleans, LA | FBT Community Development Corp., LLC | 703.942.6610 | Y | 62 | 62 | 5/31/2016 | 3/10/2017 | N |
| 41. | Chelmsford Wood Residences | Chelmsford, MA | Chelmsford Wood Residences, LP | 703.942.6610 | Y | 58 | 58 | 2/26/2016 | 10/5/2016 | N |
| 42. | Eureka Heights | Ashburn, GA | Eureka Heights, LP | 703.942.6610 | Y | 56 | 56 | 6/30/2015 | 3/3/2016 | N |
| 43. | Tangi Village | Hammond, LA | Quick Blvd. Apartments LP | 703.942.6610 | Y | 61 | 61 | 11/30/2014 | 11/6/2015 | N |
| 44. | Simpkins School | Yarmouth, MA | Simpkins School Residences, LP | 703.942.6610 | Y | 65 | 58 | 9/29/2014 | 5/18/2015 | N |
| 45. | Ashley House | Valdosta, GA | Ashley House Apartments, LP | 703.942.6610 | Y | 61 | 61 | 11/30/2014 | 11/6/2015 | N |
| 46. | Elm Drive Senior Apartments | Baton Rouge, LA | Elm Drive Senior Apartments, LP | 703.942.6610 | Y | 60 | 60 | 5/1/2014 | 11/6/2015 | N |
| 47. | The Reserve at Sugar Mill | St. Marys, GA | Ashton Pines Apartments, LP | 703.942.6610 | Y | 70 | 70 | 10/26/2012 | 10/17/2013 | N |
| 48. | Griffin Heights | Tallahassee, FL | New Griffin Apartments, LP | 703.942.6610 | Y | 100 | 100 | 2/23/2012 | 10/17/2013 | N |
| 49. | Pine Meadow | Gainesville, FL | Pine Meadow Redevelopment, Ltd. | 703.942.6610 | Y | 78 | 78 | 12/7/2011 | 6/14/2013 | N |
| 50. | Sand Dunes | Panama City Beach, FL | Sand Dunes Redevelopment, Ltd. | 703.942.6610 | Y | 104 | 104 | 12/7/2011 | 6/14/2013 | N |
| 51. | Cypress Place | Marero, LA | 1500 Westwood, LP | 703.942.6610 | Y | 132 | 132 | 11/7/2011 | 11/8/2013 | N |
| 52. | Three Tree Flats | Washington, DC | 3910 Georgia Avenue Associates, LP | 703.942.6610 | Y | 130 | 119 | 2/25/2011 | 1/24/2012 | N |
| 53. | Lakeside | Columbia, SC | New Lakeside Apartments, LP | 703.942.6610 | Y | 110 | 109 | 12/2/2010 | 2/24/2011 | N |
| 54. | School Street Residences | Athol, MA | School Street Residences, LP | 703.942.6610 | Y | 50 | 50 | 12/1/2020 | 12/30/2011 | N |
| 55. | Fulton School | Weymouth, MA | Fulton School Residences, LP | 703.942.6610 | Y | 63 | 63 | 11/2/2009 | 12/31/2010 | N |
| 56. | Applan Way | North Charleston, SC | 8465 Patriot Boulevard, LP | 703.942.6610 | Y | 204 | 204 | 6/1/2009 | 6/12/2009 | N |
| 57. | Council Towers | Miami Beach, FL | EHDCC Council Towers LP | 703.942.6610 | Y | 250 | 250 | TBD | TBD | N |
| 58. | Parkside at Butter II | Mauldin, SC | Parkside at Butter II, LP | 703.942.6610 | Y | 80 | 80 | TBD | TBD | N |
| 59. | Clement Belle | Brunswick, GA | Clement Belle Farms, LP | 703.942.6610 | Y | 64 | 55 | TBD | TBD | N |
| 60. | Indigo at McLean Station A | Tysons Corner, VA | Somos Phase A, LLC | 703.942.6610 | Y | 231 | 231 | TBD | TBD | N |
| 61. | Indigo at McLean Station B | Tysons Corner, VA | Somos Phase B, LLC | 703.942.6610 | Y | 225 | 225 | TBD | TBD | N |
| 62. | Creekside | Alexandria, VA | Creekside Redevelopment Partners I, LLC | 703.942.6610 | Y | 220 | 220 | TBD | TBD | N |
| 63. | Creekside II | Alexandria, VA | Creekside Redevelopment Partners II, LLC | 703.942.6610 | Y | 99 | 99 | TBD | TBD | N |
| 64. | Henry T. Wing School Residences | Sandwich, MA | Stratford HTW I Investors LP | 703.942.6610 | Y | 38 | 34 | TBD | TBD | N |
| 65. | Christian Manor | West Palm Beach, FL | Christian Manor GP, LLC | 703.942.6610 | Y | 200 | 200 | TBD | TBD | N |
| | | | | | | 6175 | 6092 | | | |

* 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.

V. List of LIHTC Developments (Schedule A)

INSTRUCTIONS

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- 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 members 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.

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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:

Commonwealth Lofts

Name of Applicant:

Commonwealth Lofts 4, LLC

Principals' Name:

Kyle F. Wolff, LLC

| # | Development Name | Location | Ownership Entity | Ownership Entity Phone | CGP or "Named" Managing Member at the time of deal? | Total Development Units | Total Low Income Units | Placed in Service Date | 8609 Issued Date | Uncorrected 8823s? If Y, Explain at Tab D |
|-----|------------------------------------|-----------------------|--|------------------------|---|-------------------------|------------------------|------------------------|------------------|---|
| 1. | Coyle School Residences | Taunton, MA | Coyle School Residences, LP | 703.942.6610 | Y | 50 | 45 | TBD | TBD | N |
| 2. | Ovata at Reedy Creek | Charlotte, NC | Ovata at Reedy Creek, LP | 703.942.6610 | Y | 78 | 78 | TBD | TBD | N |
| 3. | 500 Northside Station | Spartanburg, SC | Partans, LLC | 703.942.6610 | Y | 90 | 81 | 7/30/2021 | 9/1/2022 | N |
| 4. | Renaissance Place | Greenville, SC | Renaissance Place, LP | 703.942.6610 | Y | 57 | 57 | 9/15/2021 | 2/15/2022 | N |
| 5. | Silver Creek | Kensington, MD | Knowles Manor Senior Housing LLC | 703.942.6610 | Y | 94 | 94 | 12/28/2021 | 7/31/2023 | N |
| 6. | Parkside at Hickory Grove | Charlotte, NC | Parkside at Hickory Grove, LP | 703.942.6610 | Y | 80 | 80 | 10/1/2021 | 12/15/2022 | N |
| 7. | Ovation at Arrowbrook I | Herndon, VA | Arrowbrook Apartments I, LLC | 703.942.6610 | Y | 126 | 126 | 3/30/2023 | 1/29/2024 | N |
| 8. | Ovation at Arrowbrook II | Herndon, VA | Arrowbrook Apts II, LLC | 703.942.6610 | Y | 148 | 148 | 4/14/2023 | TBD | N |
| 9. | Oxford School Residences | Fairhaven, MA | Oxford School Residences LP | 703.942.6610 | Y | 52 | 45 | 6/13/2022 | 4/3/2023 | N |
| 10. | One University Family | Fairfax, VA | One University Family, LLC | 703.942.6610 | Y | 120 | 120 | 7/31/2024 | TBD | N |
| 11. | One University Senior | Fairfax, VA | One University Senior, LLC | 703.942.6610 | Y | 120 | 120 | 7/31/2024 | TBD | N |
| 12. | Parkside at Butler | Mauldin, SC | Parkside at Butler, LP | 703.942.6610 | Y | 72 | 72 | 2/15/2023 | 1/4/2024 | N |
| 13. | Frederick Road Senior Housing | Galthersburg, MD | Frederick Road Senior 4% Owner, LLC | 703.942.6610 | Y | 111 | 111 | 12/27/2023 | TBD | N |
| 14. | South Street Family | Frederick, MD | South Street Family, LLC | 703.942.6610 | Y | 56 | 56 | 5/17/2024 | TBD | N |
| 15. | South Street Senior | Frederick, MD | South Street Senior, LLC | 703.942.6610 | Y | 96 | 96 | 5/17/2024 | TBD | N |
| 16. | Helena Crocker Residences | Westford, MA | Helena Crocker Residences LP | 703.942.6610 | Y | 18 | 18 | 11/15/2023 | TBD | N |
| 17. | Parkside at Main | Simpsonville, SC | Parkside at Main, LP | 703.942.6610 | Y | 42 | 42 | 2/17/2021 | 2/24/2021 | N |
| 18. | Parkside at Hudson | Gastonia, NC | Parkside at Hudson, LP | 703.942.6610 | Y | 80 | 80 | 11/6/2020 | 9/15/2021 | N |
| 19. | Dogwood Trail | Albany, GA | Dogwood Trail Apartments, LP | 703.942.6610 | Y | 64 | 61 | 12/31/2020 | 2/25/2022 | N |
| 20. | Springhill Apartments | Madison, FL | Springhill Apartments, LLC | 703.942.6610 | Y | 76 | 76 | 12/20/2019 | 8/19/2022 | N |
| 21. | Parkside at Drayton | Spartanburg, SC | Parkside at Drayton, LP | 703.942.6610 | Y | 41 | 41 | 4/1/2019 | 1/27/2020 | N |
| 22. | Perrytown Apartments | Perry, FL | Perrytown Apartments, LLC | 703.942.6610 | Y | 100 | 100 | 5/21/2018 | 12/22/2020 | N |
| 23. | Momentum at Shady Grove | Derwood, MD | Momentum Apartments, LLC | 703.942.6610 | Y | 110 | 110 | 10/18/2019 | 2/9/2021 | N |
| 24. | Douglass Village | Douglassville, GA | Douglass Village Apartments, LP | 703.942.6610 | Y | 88 | 88 | 12/20/2018 | 8/26/2021 | N |
| 25. | Hand Trading Company Apartments | Pelham, GA | Hand TC Restoration, LP | 703.942.6610 | Y | 54 | 44 | 12/16/2019 | 2/2/2021 | N |
| 26. | The Forge on Broadway | Buffalo, NY | SAKCC Buffalo Forge, LLC | 703.942.6610 | Y | 158 | 141 | 7/31/2020 | 1/28/2022 | N |
| 27. | Castle Creek | Aspen, CO | 488 Castle Creek, LLC | 703.942.6610 | Y | 24 | 24 | 3/20/2018 | 7/16/2019 | N |
| 28. | Ashton Cove | Kingsland, GA | Kingsland Cove, LP | 703.942.6610 | Y | 72 | 72 | 9/27/2018 | 6/17/2019 | N |
| 29. | St James Terrace | Baltimore, MD | St. James Apartments LP | 703.942.6610 | Y | 151 | 151 | 7/20/2018 | 3/13/2019 | N |
| 30. | Chelmsford Wood Residences II | Chelmsford, MA | Chelmsford Wood Residences II LP | 703.942.6610 | Y | 58 | 58 | 7/6/2018 | 3/19/2019 | N |
| 31. | Parkside at Bethel | Clover, SC | Parkside at Bethel LP | 703.942.6610 | Y | 42 | 42 | 5/11/2018 | 2/25/2019 | N |
| 32. | Market Station | Thomasville, GA | Market Station Apartments, LP | 703.942.6610 | Y | 80 | 80 | 3/31/2018 | 10/3/2018 | N |
| 33. | Coady School Residences | Bourne, MA | Coady School Residences LP | 703.942.6610 | Y | 58 | 58 | 8/25/2017 | 5/8/2018 | N |
| 34. | Paige Woodson | Oklahoma City, OK | Paige Woodson Development LLC | 703.942.6610 | Y | 128 | 128 | 7/14/2017 | 11/26/2018 | N |
| 35. | Park Heights | Baltimore, MD | New Park Heights LLC | 703.942.6610 | Y | 100 | 100 | 6/30/2017 | 4/17/2018 | N |
| 36. | Residences at Government Center I | Fairfax, VA | Fairfax Corner Partners LLC | 703.942.6610 | Y | 150 | 150 | 2/28/2017 | 9/27/2017 | N |
| 37. | Residences at Government Center II | Fairfax, VA | Fairfax Corner Partners II LLC | 703.942.6610 | Y | 120 | 120 | 2/28/2017 | 10/19/2027 | N |
| 38. | Southfork | Camilla, GA | Southfork Apartments LP | 703.942.6610 | Y | 96 | 96 | 8/25/2016 | 3/14/2017 | N |
| 39. | Parkside at Boulevard | Orangeburg, SC | Parkside at Boulevard LP | 703.942.6610 | Y | 44 | 44 | 7/29/2016 | 1/27/2017 | N |
| 40. | Cypress Parc | New Orleans, LA | FBT Community Development Corp., LLC | 703.942.6610 | Y | 62 | 62 | 5/31/2016 | 3/10/2017 | N |
| 41. | Chelmsford Wood Residences | Chelmsford, MA | Chelmsford Wood Residences, LP | 703.942.6610 | Y | 58 | 58 | 2/26/2016 | 10/5/2016 | N |
| 42. | Eureka Heights | Ashburn, GA | Eureka Heights, LP | 703.942.6610 | Y | 56 | 56 | 6/30/2015 | 3/3/2016 | N |
| 43. | Tangi Village | Hammond, LA | Quick Blvd. Apartments LP | 703.942.6610 | Y | 61 | 61 | 11/30/2014 | 11/6/2015 | N |
| 44. | Simpkins School | Yarmouth, MA | Simpkins School Residences, LP | 703.942.6610 | Y | 65 | 58 | 9/29/2014 | 5/18/2015 | N |
| 45. | Ashley House | Valdosta, GA | Ashley House Apartments, LP | 703.942.6610 | Y | 61 | 61 | 11/30/2014 | 11/6/2015 | N |
| 46. | Elm Drive Senior Apartments | Baton Rouge, LA | Elm Drive Senior Apartments, LP | 703.942.6610 | Y | 60 | 60 | 5/1/2014 | 11/6/2015 | N |
| 47. | The Reserve at Sugar Mill | St. Marys, GA | Ashton Pines Apartments, LP | 703.942.6610 | Y | 70 | 70 | 10/26/2012 | 10/17/2013 | N |
| 48. | Griffin Heights | Tallahassee, FL | New Griffin Apartments, LP | 703.942.6610 | Y | 100 | 100 | 2/23/2012 | 10/17/2013 | N |
| 49. | Pine Meadow | Gainesville, FL | Pine Meadow Redevelopment, Ltd. | 703.942.6610 | Y | 78 | 78 | 12/7/2011 | 6/14/2013 | N |
| 50. | Sand Dunes | Panama City Beach, FL | Sand Dunes Redevelopment, Ltd. | 703.942.6610 | Y | 104 | 104 | 12/7/2011 | 6/14/2013 | N |
| 51. | Cypress Place | Marero, LA | 1500 Westwood, LP | 703.942.6610 | Y | 132 | 132 | 11/7/2011 | 11/8/2013 | N |
| 52. | Three Tree Flats | Washington, DC | 3910 Georgia Avenue Associates, LP | 703.942.6610 | Y | 130 | 119 | 2/25/2011 | 1/24/2012 | N |
| 53. | Lakeside | Columbia, SC | New Lakeside Apartments, LP | 703.942.6610 | Y | 110 | 109 | 12/2/2010 | 2/24/2011 | N |
| 54. | School Street Residences | Athol, MA | School Street Residences, LP | 703.942.6610 | Y | 50 | 50 | 12/1/2020 | 12/30/2011 | N |
| 55. | Fulton School | Weymouth, MA | Fulton School Residences, LP | 703.942.6610 | Y | 63 | 63 | 11/2/2009 | 12/31/2010 | N |
| 56. | Appian Way | North Charleston, SC | 8465 Patriot Boulevard, LP | 703.942.6610 | Y | 204 | 204 | 6/1/2009 | 6/12/2009 | N |
| 57. | Council Towers | Miami Beach, FL | EHDCC Council Towers LP | 703.942.6610 | Y | 250 | 250 | TBD | TBD | N |
| 58. | Parkside at Butler II | Mauldin, SC | Parkside at Butler II, LP | 703.942.6610 | Y | 80 | 80 | TBD | TBD | N |
| 59. | Clement Belle | Brunswick, GA | Clement Belle Farms, LP | 703.942.6610 | Y | 64 | 55 | TBD | TBD | N |
| 60. | Indigo at McLean Station A | Tysons Corner, VA | Somos Phase A, LLC | 703.942.6610 | Y | 231 | 231 | TBD | TBD | N |
| 61. | Indigo at McLean Station B | Tysons Corner, VA | Somos Phase B, LLC | 703.942.6610 | Y | 225 | 225 | TBD | TBD | N |
| 62. | Creekside | Alexandria, VA | Creekside Redevelopment Partners I, LLC | 703.942.6610 | Y | 220 | 220 | TBD | TBD | N |
| 63. | Creekside II | Alexandria, VA | Creekside Redevelopment Partners II, LLC | 703.942.6610 | Y | 99 | 99 | TBD | TBD | N |
| 64. | Henry T. Wing School Residences | Sandwich, MA | Stratford HTW I Investors LP | 703.942.6610 | Y | 38 | 34 | TBD | TBD | N |
| 65. | Christian Manor | West Palm Beach, FL | Christian Manor GP, LLC | 703.942.6610 | Y | 200 | 200 | TBD | TBD | N |
| | | | | | | 6175 | 6092 | | | |

* 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.

V. List of LIHTC Developments (Schedule A)

INSTRUCTIONS

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

- For Principals organized as a corporation (public or private), nonprofit organization, or governmental entity, you are only required to list the names of any officers who are directly responsible to the Board of Directors (or equivalent) and any stockholder holding a 25% or more interest in said Principal.
- For Principals organized as a limited liability company with more than 25 individual members, you are only required to list the names of any officers and any managing members responsible for managing the affairs of the company, along with the name of any individual 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: Commonwealth Lofts

Name of Applicant: Commonwealth Lofts 4, LLC

Principals' Name: Milo Investments, LLC

| # | Development Name | Location | Ownership Entity | Ownership Entity Phone | CGP or "Named" Managing Member at the time of deal? | Total Development Units | Total Low Income Units | Placed in Service Date | 8609 Issued Date | Uncorrected 8823s? If Y, Explain at Tab D |
|-----|------------------------------------|-----------------------|--|------------------------|---|-------------------------|------------------------|------------------------|------------------|---|
| 1. | Coyle School Residences | Taunton, MA | Coyle School Residences, LP | 703.942.6610 | Y | 50 | 45 | TBD | TBD | N |
| 2. | Ovata at Reedy Creek | Charlotte, NC | Ovata at Reedy Creek, LP | 703.942.6610 | Y | 78 | 78 | TBD | TBD | N |
| 3. | 500 Northside Station | Spartanburg, SC | Partans, LLC | 703.942.6610 | Y | 90 | 81 | 7/30/2021 | 9/1/2022 | N |
| 4. | Renaissance Place | Greenville, SC | Renaissance Place, LP | 703.942.6610 | Y | 57 | 57 | 9/15/2021 | 2/15/2022 | N |
| 5. | Silver Creek | Kensington, MD | Knowles Manor Senior Housing LLC | 703.942.6610 | Y | 94 | 94 | 12/28/2021 | 7/31/2023 | N |
| 6. | Parkside at Hickory Grove | Charlotte, NC | Parkside at Hickory Grove, LP | 703.942.6610 | Y | 80 | 80 | 10/1/2021 | 12/15/2022 | N |
| 7. | Ovation at Arrowbrook I | Herndon, VA | Arrowbrook Apartments I, LLC | 703.942.6610 | Y | 126 | 126 | 3/30/2023 | 1/29/2024 | N |
| 8. | Ovation at Arrowbrook II | Herndon, VA | Arrowbrook Apts II, LLC | 703.942.6610 | Y | 148 | 148 | 4/14/2023 | TBD | N |
| 9. | Oxford School Residences | Fairhaven, MA | Oxford School Residences LP | 703.942.6610 | Y | 52 | 45 | 6/13/2022 | 4/3/2023 | N |
| 10. | One University Family | Fairfax, VA | One University Family, LLC | 703.942.6610 | Y | 120 | 120 | 7/31/2024 | TBD | N |
| 11. | One University Senior | Fairfax, VA | One University Senior, LLC | 703.942.6610 | Y | 120 | 120 | 7/31/2024 | TBD | N |
| 12. | Parkside at Butler | Mauldin, SC | Parkside at Butler, LP | 703.942.6610 | Y | 72 | 72 | 2/15/2023 | 1/4/2024 | N |
| 13. | Frederick Road Senior Housing | Galthersburg, MD | Frederick Road Senior 4% Owner, LLC | 703.942.6610 | Y | 111 | 111 | 12/27/2023 | TBD | N |
| 14. | South Street Family | Frederick, MD | South Street Family, LLC | 703.942.6610 | Y | 56 | 56 | 5/17/2024 | TBD | N |
| 15. | South Street Senior | Frederick, MD | South Street Senior, LLC | 703.942.6610 | Y | 96 | 96 | 5/17/2024 | TBD | N |
| 16. | Helena Crocker Residences | Westford, MA | Helena Crocker Residences LP | 703.942.6610 | Y | 18 | 18 | 11/15/2023 | TBD | N |
| 17. | Parkside at Main | Simpsonville, SC | Parkside at Main, LP | 703.942.6610 | Y | 42 | 42 | 2/17/2021 | 2/24/2021 | N |
| 18. | Parkside at Hudson | Gastonia, NC | Parkside at Hudson, LP | 703.942.6610 | Y | 80 | 80 | 11/6/2020 | 9/15/2021 | N |
| 19. | Dogwood Trail | Albany, GA | Dogwood Trail Apartments, LP | 703.942.6610 | Y | 64 | 61 | 12/31/2020 | 2/25/2022 | N |
| 20. | Springhill Apartments | Madison, FL | Springhill Apartments, LLC | 703.942.6610 | Y | 76 | 76 | 12/20/2019 | 8/19/2022 | N |
| 21. | Parkside at Drayton | Spartanburg, SC | Parkside at Drayton, LP | 703.942.6610 | Y | 41 | 41 | 4/1/2019 | 1/27/2020 | N |
| 22. | Perrytown Apartments | Perry, FL | Perrytown Apartments, LLC | 703.942.6610 | Y | 100 | 100 | 5/21/2018 | 12/22/2020 | N |
| 23. | Momentum at Shady Grove | Derwood, MD | Momentum Apartments, LLC | 703.942.6610 | Y | 110 | 110 | 10/18/2019 | 2/9/2021 | N |
| 24. | Douglass Village | Douglassville, GA | Douglass Village Apartments, LP | 703.942.6610 | Y | 88 | 88 | 12/20/2018 | 8/26/2021 | N |
| 25. | Hand Trading Company Apartments | Pelham, GA | Hand TC Restoration, LP | 703.942.6610 | Y | 54 | 44 | 12/16/2019 | 2/2/2021 | N |
| 26. | The Forge on Broadway | Buffalo, NY | SAKCC Buffalo Forge, LLC | 703.942.6610 | Y | 158 | 141 | 7/31/2020 | 1/28/2022 | N |
| 27. | Castle Creek | Aspen, CO | 488 Castle Creek, LLC | 703.942.6610 | Y | 24 | 24 | 3/20/2018 | 7/16/2019 | N |
| 28. | Ashton Cove | Kingsland, GA | Kingsland Cove, LP | 703.942.6610 | Y | 72 | 72 | 9/27/2018 | 6/17/2019 | N |
| 29. | St James Terrace | Baltimore, MD | St. James Apartments LP | 703.942.6610 | Y | 151 | 151 | 7/20/2018 | 3/13/2019 | N |
| 30. | Chelmsford Wood Residences II | Chelmsford, MA | Chelmsford Wood Residences II LP | 703.942.6610 | Y | 58 | 58 | 7/6/2018 | 3/19/2019 | N |
| 31. | Parkside at Bethel | Clover, SC | Parkside at Bethel LP | 703.942.6610 | Y | 42 | 42 | 5/11/2018 | 2/25/2019 | N |
| 32. | Market Station | Thomasville, GA | Market Station Apartments, LP | 703.942.6610 | Y | 80 | 80 | 3/31/2018 | 10/3/2018 | N |
| 33. | Coady School Residences | Bourne, MA | Coady School Residences LP | 703.942.6610 | Y | 58 | 58 | 8/25/2017 | 5/8/2018 | N |
| 34. | Paige Woodson | Oklahoma City, OK | Paige Woodson Development LLC | 703.942.6610 | Y | 128 | 128 | 7/14/2017 | 11/26/2018 | N |
| 35. | Park Heights | Baltimore, MD | New Park Heights LLC | 703.942.6610 | Y | 100 | 100 | 6/30/2017 | 4/17/2018 | N |
| 36. | Residences at Government Center I | Fairfax, VA | Fairfax Corner Partners LLC | 703.942.6610 | Y | 150 | 150 | 2/28/2017 | 9/27/2017 | N |
| 37. | Residences at Government Center II | Fairfax, VA | Fairfax Corner Partners II LLC | 703.942.6610 | Y | 120 | 120 | 2/28/2017 | 10/19/2027 | N |
| 38. | Southfork | Camilla, GA | Southfork Apartments LP | 703.942.6610 | Y | 96 | 96 | 8/25/2016 | 3/14/2017 | N |
| 39. | Parkside at Boulevard | Orangeburg, SC | Parkside at Boulevard LP | 703.942.6610 | Y | 44 | 44 | 7/29/2016 | 1/27/2017 | N |
| 40. | Cypress Parc | New Orleans, LA | FBT Community Development Corp., LLC | 703.942.6610 | Y | 62 | 62 | 5/31/2016 | 3/10/2017 | N |
| 41. | Chelmsford Wood Residences | Chelmsford, MA | Chelmsford Wood Residences, LP | 703.942.6610 | Y | 58 | 58 | 2/26/2016 | 10/5/2016 | N |
| 42. | Eureka Heights | Ashburn, GA | Eureka Heights, LP | 703.942.6610 | Y | 56 | 56 | 6/30/2015 | 3/3/2016 | N |
| 43. | Tangi Village | Hammond, LA | Quick Blvd. Apartments LP | 703.942.6610 | Y | 61 | 61 | 11/30/2014 | 11/6/2015 | N |
| 44. | Simpkins School | Yarmouth, MA | Simpkins School Residences, LP | 703.942.6610 | Y | 65 | 58 | 9/29/2014 | 5/18/2015 | N |
| 45. | Ashley House | Valdosta, GA | Ashley House Apartments, LP | 703.942.6610 | Y | 61 | 61 | 11/30/2014 | 11/6/2015 | N |
| 46. | Elm Drive Senior Apartments | Baton Rouge, LA | Elm Drive Senior Apartments, LP | 703.942.6610 | Y | 60 | 60 | 5/1/2014 | 11/6/2015 | N |
| 47. | The Reserve at Sugar Mill | St. Marys, GA | Ashton Pines Apartments, LP | 703.942.6610 | Y | 70 | 70 | 10/26/2012 | 10/17/2013 | N |
| 48. | Griffin Heights | Tallahassee, FL | New Griffin Apartments, LP | 703.942.6610 | Y | 100 | 100 | 2/23/2012 | 10/17/2013 | N |
| 49. | Pine Meadow | Gainesville, FL | Pine Meadow Redevelopment, Ltd. | 703.942.6610 | Y | 78 | 78 | 12/7/2011 | 6/14/2013 | N |
| 50. | Sand Dunes | Panama City Beach, FL | Sand Dunes Redevelopment, Ltd. | 703.942.6610 | Y | 104 | 104 | 12/7/2011 | 6/14/2013 | N |
| 51. | Cypress Place | Marero, LA | 1500 Westwood, LP | 703.942.6610 | Y | 132 | 132 | 11/7/2011 | 11/8/2013 | N |
| 52. | Three Tree Flats | Washington, DC | 3910 Georgia Avenue Associates, LP | 703.942.6610 | Y | 130 | 119 | 2/25/2011 | 1/24/2012 | N |
| 53. | Lakeside | Columbia, SC | New Lakeside Apartments, LP | 703.942.6610 | Y | 110 | 109 | 12/2/2010 | 2/24/2011 | N |
| 54. | School Street Residences | Athol, MA | School Street Residences, LP | 703.942.6610 | Y | 50 | 50 | 12/1/2020 | 12/30/2011 | N |
| 55. | Fulton School | Weymouth, MA | Fulton School Residences, LP | 703.942.6610 | Y | 63 | 63 | 11/2/2009 | 12/31/2010 | N |
| 56. | Appian Way | North Charleston, SC | 8465 Patriot Boulevard, LP | 703.942.6610 | Y | 204 | 204 | 6/1/2009 | 6/12/2009 | N |
| 57. | Council Towers | Miami Beach, FL | EHDCC Council Towers LP | 703.942.6610 | Y | 250 | 250 | TBD | TBD | N |
| 58. | Parkside at Butler II | Mauldin, SC | Parkside at Butler II, LP | 703.942.6610 | Y | 80 | 80 | TBD | TBD | N |
| 59. | Clement Belle | Brunswick, GA | Clement Belle Farms, LP | 703.942.6610 | Y | 64 | 55 | TBD | TBD | N |
| 60. | Indigo at McLean Station A | Tysons Corner, VA | Somos Phase A, LLC | 703.942.6610 | Y | 231 | 231 | TBD | TBD | N |
| 61. | Indigo at McLean Station B | Tysons Corner, VA | Somos Phase B, LLC | 703.942.6610 | Y | 225 | 225 | TBD | TBD | N |
| 62. | Creekside | Alexandria, VA | Creekside Redevelopment Partners I, LLC | 703.942.6610 | Y | 220 | 220 | TBD | TBD | N |
| 63. | Creekside II | Alexandria, VA | Creekside Redevelopment Partners II, LLC | 703.942.6610 | Y | 99 | 99 | TBD | TBD | N |
| 64. | Henry T. Wing School Residences | Sandwich, MA | Stratford HTW I Investors LP | 703.942.6610 | Y | 38 | 34 | TBD | TBD | N |
| 65. | Christian Manor | West Palm Beach, FL | Christian Manor GP, LLC | 703.942.6610 | Y | 200 | 200 | TBD | TBD | N |
| | | | | | | 6175 | 6092 | | | |

* 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.

V. List of LIHTC Developments (Schedule A)

INSTRUCTIONS

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

- For Principals organized as a corporation (public or private), nonprofit organization, or governmental entity, you are only required to list the names of any officers who are directly responsible to the Board of Directors (or equivalent) and any stockholder holding a 25% or more interest in said Principal.
- For Principals organized as a limited liability company with more than 25 individual members, you are only required to list the names of any officers and any managing members responsible for managing the affairs of the company, along with the name of any individual 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: Commonwealth Lofts

Name of Applicant: Commonwealth Lofts 4, LLC

Principals' Name: Benjamin D. Mottola, LLC

| # | Development Name | Location | Ownership Entity | Ownership Entity Phone | CGP or "Named" Managing Member at the time of deal? | Total Development Units | Total Low Income Units | Placed in Service Date | 8609 Issued Date | Uncorrected 8823s? If Y, Explain at Tab D |
|-----|------------------------------------|-----------------------|--|------------------------|---|-------------------------|------------------------|------------------------|------------------|---|
| 1. | Coyle School Residences | Taunton, MA | Coyle School Residences, LP | 703.942.6610 | Y | 50 | 45 | TBD | TBD | N |
| 2. | Ovata at Reedy Creek | Charlotte, NC | Ovata at Reedy Creek, LP | 703.942.6610 | Y | 78 | 78 | TBD | TBD | N |
| 3. | 500 Northside Station | Spartanburg, SC | Partans, LLC | 703.942.6610 | Y | 90 | 81 | 7/30/2021 | 9/1/2022 | N |
| 4. | Renaissance Place | Greenville, SC | Renaissance Place, LP | 703.942.6610 | Y | 57 | 57 | 9/15/2021 | 2/15/2022 | N |
| 5. | Silver Creek | Kensington, MD | Knowles Manor Senior Housing LLC | 703.942.6610 | Y | 94 | 94 | 12/28/2021 | 7/31/2023 | N |
| 6. | Parkside at Hickory Grove | Charlotte, NC | Parkside at Hickory Grove, LP | 703.942.6610 | Y | 80 | 80 | 10/1/2021 | 12/15/2022 | N |
| 7. | Ovation at Arrowbrook I | Herndon, VA | Arrowbrook Apartments I, LLC | 703.942.6610 | Y | 126 | 126 | 3/30/2023 | 1/29/2024 | N |
| 8. | Ovation at Arrowbrook II | Herndon, VA | Arrowbrook Apts II, LLC | 703.942.6610 | Y | 148 | 148 | 4/14/2023 | TBD | N |
| 9. | Oxford School Residences | Fairhaven, MA | Oxford School Residences LP | 703.942.6610 | Y | 52 | 45 | 6/13/2022 | 4/3/2023 | N |
| 10. | One University Family | Fairfax, VA | One University Family, LLC | 703.942.6610 | Y | 120 | 120 | 7/31/2024 | TBD | N |
| 11. | One University Senior | Fairfax, VA | One University Senior, LLC | 703.942.6610 | Y | 120 | 120 | 7/31/2024 | TBD | N |
| 12. | Parkside at Butler | Mauldin, SC | Parkside at Butler, LP | 703.942.6610 | Y | 72 | 72 | 2/15/2023 | 1/4/2024 | N |
| 13. | Frederick Road Senior Housing | Galthersburg, MD | Frederick Road Senior 4% Owner, LLC | 703.942.6610 | Y | 111 | 111 | 12/27/2023 | TBD | N |
| 14. | South Street Family | Frederick, MD | South Street Family, LLC | 703.942.6610 | Y | 56 | 56 | 5/17/2024 | TBD | N |
| 15. | South Street Senior | Frederick, MD | South Street Senior, LLC | 703.942.6610 | Y | 96 | 96 | 5/17/2024 | TBD | N |
| 16. | Helena Crocker Residences | Westford, MA | Helena Crocker Residences LP | 703.942.6610 | Y | 18 | 18 | 11/15/2023 | TBD | N |
| 17. | Parkside at Main | Simpsonville, SC | Parkside at Main, LP | 703.942.6610 | Y | 42 | 42 | 2/17/2021 | 2/24/2021 | N |
| 18. | Parkside at Hudson | Gastonia, NC | Parkside at Hudson, LP | 703.942.6610 | Y | 80 | 80 | 11/6/2020 | 9/15/2021 | N |
| 19. | Dogwood Trail | Albany, GA | Dogwood Trail Apartments, LP | 703.942.6610 | Y | 64 | 61 | 12/31/2020 | 2/25/2022 | N |
| 20. | Springhill Apartments | Madison, FL | Springhill Apartments, LLC | 703.942.6610 | Y | 76 | 76 | 12/20/2019 | 8/19/2022 | N |
| 21. | Parkside at Drayton | Spartanburg, SC | Parkside at Drayton, LP | 703.942.6610 | Y | 41 | 41 | 4/1/2019 | 1/27/2020 | N |
| 22. | Perrytown Apartments | Perry, FL | Perrytown Apartments, LLC | 703.942.6610 | Y | 100 | 100 | 5/21/2018 | 12/22/2020 | N |
| 23. | Momentum at Shady Grove | Derwood, MD | Momentum Apartments, LLC | 703.942.6610 | Y | 110 | 110 | 10/18/2019 | 2/9/2021 | N |
| 24. | Douglass Village | Douglassville, GA | Douglass Village Apartments, LP | 703.942.6610 | Y | 88 | 88 | 12/20/2018 | 8/26/2021 | N |
| 25. | Hand Trading Company Apartments | Pelham, GA | Hand TC Restoration, LP | 703.942.6610 | Y | 54 | 44 | 12/16/2019 | 2/2/2021 | N |
| 26. | The Forge on Broadway | Buffalo, NY | SAKCC Buffalo Forge, LLC | 703.942.6610 | Y | 158 | 141 | 7/31/2020 | 1/28/2022 | N |
| 27. | Castle Creek | Aspen, CO | 488 Castle Creek, LLC | 703.942.6610 | Y | 24 | 24 | 3/20/2018 | 7/16/2019 | N |
| 28. | Ashton Cove | Kingsland, GA | Kingsland Cove, LP | 703.942.6610 | Y | 72 | 72 | 9/27/2018 | 6/17/2019 | N |
| 29. | St James Terrace | Baltimore, MD | St. James Apartments LP | 703.942.6610 | Y | 151 | 151 | 7/20/2018 | 3/13/2019 | N |
| 30. | Chelmsford Wood Residences II | Chelmsford, MA | Chelmsford Wood Residences II LP | 703.942.6610 | Y | 58 | 58 | 7/6/2018 | 3/19/2019 | N |
| 31. | Parkside at Bethel | Clover, SC | Parkside at Bethel LP | 703.942.6610 | Y | 42 | 42 | 5/11/2018 | 2/25/2019 | N |
| 32. | Market Station | Thomasville, GA | Market Station Apartments, LP | 703.942.6610 | Y | 80 | 80 | 3/31/2018 | 10/3/2018 | N |
| 33. | Coady School Residences | Bourne, MA | Coady School Residences LP | 703.942.6610 | Y | 58 | 58 | 8/25/2017 | 5/8/2018 | N |
| 34. | Paige Woodson | Oklahoma City, OK | Paige Woodson Development LLC | 703.942.6610 | Y | 128 | 128 | 7/14/2017 | 11/26/2018 | N |
| 35. | Park Heights | Baltimore, MD | New Park Heights LLC | 703.942.6610 | Y | 100 | 100 | 6/30/2017 | 4/17/2018 | N |
| 36. | Residences at Government Center I | Fairfax, VA | Fairfax Corner Partners LLC | 703.942.6610 | Y | 150 | 150 | 2/28/2017 | 9/27/2017 | N |
| 37. | Residences at Government Center II | Fairfax, VA | Fairfax Corner Partners II LLC | 703.942.6610 | Y | 120 | 120 | 2/28/2017 | 10/19/2027 | N |
| 38. | Southfork | Camilla, GA | Southfork Apartments LP | 703.942.6610 | Y | 96 | 96 | 8/25/2016 | 3/14/2017 | N |
| 39. | Parkside at Boulevard | Orangeburg, SC | Parkside at Boulevard LP | 703.942.6610 | Y | 44 | 44 | 7/29/2016 | 1/27/2017 | N |
| 40. | Cypress Parc | New Orleans, LA | FBT Community Development Corp., LLC | 703.942.6610 | Y | 62 | 62 | 5/31/2016 | 3/10/2017 | N |
| 41. | Chelmsford Wood Residences | Chelmsford, MA | Chelmsford Wood Residences, LP | 703.942.6610 | Y | 58 | 58 | 2/26/2016 | 10/5/2016 | N |
| 42. | Eureka Heights | Ashburn, GA | Eureka Heights, LP | 703.942.6610 | Y | 56 | 56 | 6/30/2015 | 3/3/2016 | N |
| 43. | Tangi Village | Hammond, LA | Quick Blvd. Apartments LP | 703.942.6610 | Y | 61 | 61 | 11/30/2014 | 11/6/2015 | N |
| 44. | Simpkins School | Yarmouth, MA | Simpkins School Residences, LP | 703.942.6610 | Y | 65 | 58 | 9/29/2014 | 5/18/2015 | N |
| 45. | Ashley House | Valdosta, GA | Ashley House Apartments, LP | 703.942.6610 | Y | 61 | 61 | 11/30/2014 | 11/6/2015 | N |
| 46. | Elm Drive Senior Apartments | Baton Rouge, LA | Elm Drive Senior Apartments, LP | 703.942.6610 | Y | 60 | 60 | 5/1/2014 | 11/6/2015 | N |
| 47. | The Reserve at Sugar Mill | St. Marys, GA | Ashton Pines Apartments, LP | 703.942.6610 | Y | 70 | 70 | 10/26/2012 | 10/17/2013 | N |
| 48. | Griffin Heights | Tallahassee, FL | New Griffin Apartments, LP | 703.942.6610 | Y | 100 | 100 | 2/23/2012 | 10/17/2013 | N |
| 49. | Pine Meadow | Gainesville, FL | Pine Meadow Redevelopment, Ltd. | 703.942.6610 | Y | 78 | 78 | 12/7/2011 | 6/14/2013 | N |
| 50. | Sand Dunes | Panama City Beach, FL | Sand Dunes Redevelopment, Ltd. | 703.942.6610 | Y | 104 | 104 | 12/7/2011 | 6/14/2013 | N |
| 51. | Cypress Place | Marero, LA | 1500 Westwood, LP | 703.942.6610 | Y | 132 | 132 | 11/7/2011 | 11/8/2013 | N |
| 52. | Three Tree Flats | Washington, DC | 3910 Georgia Avenue Associates, LP | 703.942.6610 | Y | 130 | 119 | 2/25/2011 | 1/24/2012 | N |
| 53. | Lakeside | Columbia, SC | New Lakeside Apartments, LP | 703.942.6610 | Y | 110 | 109 | 12/2/2010 | 2/24/2011 | N |
| 54. | School Street Residences | Athol, MA | School Street Residences, LP | 703.942.6610 | Y | 50 | 50 | 12/1/2020 | 12/30/2011 | N |
| 55. | Fulton School | Weymouth, MA | Fulton School Residences, LP | 703.942.6610 | Y | 63 | 63 | 11/2/2009 | 12/31/2010 | N |
| 56. | Appian Way | North Charleston, SC | 8465 Patriot Boulevard, LP | 703.942.6610 | Y | 204 | 204 | 6/1/2009 | 6/12/2009 | N |
| 57. | Council Towers | Miami Beach, FL | EHDCC Council Towers LP | 703.942.6610 | Y | 250 | 250 | TBD | TBD | N |
| 58. | Parkside at Butler II | Mauldin, SC | Parkside at Butler II, LP | 703.942.6610 | Y | 80 | 80 | TBD | TBD | N |
| 59. | Clement Belle | Brunswick, GA | Clement Belle Farms, LP | 703.942.6610 | Y | 64 | 55 | TBD | TBD | N |
| 60. | Indigo at McLean Station A | Tysons Corner, VA | Somos Phase A, LLC | 703.942.6610 | Y | 231 | 231 | TBD | TBD | N |
| 61. | Indigo at McLean Station B | Tysons Corner, VA | Somos Phase B, LLC | 703.942.6610 | Y | 225 | 225 | TBD | TBD | N |
| 62. | Creekside | Alexandria, VA | Creekside Redevelopment Partners I, LLC | 703.942.6610 | Y | 220 | 220 | TBD | TBD | N |
| 63. | Creekside II | Alexandria, VA | Creekside Redevelopment Partners II, LLC | 703.942.6610 | Y | 99 | 99 | TBD | TBD | N |
| 64. | Henry T. Wing School Residences | Sandwich, MA | Stratford HTW I Investors LP | 703.942.6610 | Y | 38 | 34 | TBD | TBD | N |
| 65. | Christian Manor | West Palm Beach, FL | Christian Manor GP, LLC | 703.942.6610 | Y | 200 | 200 | TBD | TBD | N |
| | | | | | | 6175 | 6092 | | | |

* 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.

V. List of LIHTC Developments (Schedule A)

INSTRUCTIONS

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

- For Principals organized as a corporation (public or private), nonprofit organization, or governmental entity, you are only required to list the names of any officers who are directly responsible to the Board of Directors (or equivalent) and any stockholder holding a 25% or more interest in said Principal.
- For Principals organized as a limited liability company with more than 25 individual members, you are only required to list the names of any officers and any managing members responsible for managing the affairs of the company, along with the name of any individual 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:

Commonwealth Lofts

Name of Applicant:

Commonwealth Lofts 4, LLC

Principals' Name:

Wilson Ventures II, LLC

| # | Development Name | Location | Ownership Entity | Ownership Entity Phone | CGP or "Named" Managing Member at the time of deal? | Total Development Units | Total Low Income Units | Placed in Service Date | 8609 Issued Date | Uncorrected 8823s? If Y, Explain at Tab D |
|-----|------------------------------------|-----------------------|--|------------------------|---|-------------------------|------------------------|------------------------|------------------|---|
| 1. | Coyle School Residences | Taunton, MA | Coyle School Residences, LP | 703.942.6610 | Y | 50 | 45 | TBD | TBD | N |
| 2. | Ovata at Reedy Creek | Charlotte, NC | Ovata at Reedy Creek, LP | 703.942.6610 | Y | 78 | 78 | TBD | TBD | N |
| 3. | 500 Northside Station | Spartanburg, SC | Partans, LLC | 703.942.6610 | Y | 90 | 81 | 7/30/2021 | 9/1/2022 | N |
| 4. | Renaissance Place | Greenville, SC | Renaissance Place, LP | 703.942.6610 | Y | 57 | 57 | 9/15/2021 | 2/15/2022 | N |
| 5. | Silver Creek | Kensington, MD | Knowles Manor Senior Housing LLC | 703.942.6610 | Y | 94 | 94 | 12/28/2021 | 7/31/2023 | N |
| 6. | Parkside at Hickory Grove | Charlotte, NC | Parkside at Hickory Grove, LP | 703.942.6610 | Y | 80 | 80 | 10/1/2021 | 12/15/2022 | N |
| 7. | Ovation at Arrowbrook I | Herndon, VA | Arrowbrook Apartments I, LLC | 703.942.6610 | Y | 126 | 126 | 3/30/2023 | 1/29/2024 | N |
| 8. | Ovation at Arrowbrook II | Herndon, VA | Arrowbrook Apts II, LLC | 703.942.6610 | Y | 148 | 148 | 4/14/2023 | TBD | N |
| 9. | Oxford School Residences | Fairhaven, MA | Oxford School Residences LP | 703.942.6610 | Y | 52 | 45 | 6/13/2022 | 4/3/2023 | N |
| 10. | One University Family | Fairfax, VA | One University Family, LLC | 703.942.6610 | Y | 120 | 120 | 7/31/2024 | TBD | N |
| 11. | One University Senior | Fairfax, VA | One University Senior, LLC | 703.942.6610 | Y | 120 | 120 | 7/31/2024 | TBD | N |
| 12. | Parkside at Butler | Mauldin, SC | Parkside at Butler, LP | 703.942.6610 | Y | 72 | 72 | 2/15/2023 | 1/4/2024 | N |
| 13. | Frederick Road Senior Housing | Galthersburg, MD | Frederick Road Senior 4% Owner, LLC | 703.942.6610 | Y | 111 | 111 | 12/27/2023 | TBD | N |
| 14. | South Street Family | Frederick, MD | South Street Family, LLC | 703.942.6610 | Y | 56 | 56 | 5/17/2024 | TBD | N |
| 15. | South Street Senior | Frederick, MD | South Street Senior, LLC | 703.942.6610 | Y | 96 | 96 | 5/17/2024 | TBD | N |
| 16. | Helena Crocker Residences | Westford, MA | Helena Crocker Residences LP | 703.942.6610 | Y | 18 | 18 | 11/15/2023 | TBD | N |
| 17. | Parkside at Main | Simpsonville, SC | Parkside at Main, LP | 703.942.6610 | Y | 42 | 42 | 2/17/2021 | 2/24/2021 | N |
| 18. | Parkside at Hudson | Gastonia, NC | Parkside at Hudson, LP | 703.942.6610 | Y | 80 | 80 | 11/6/2020 | 9/15/2021 | N |
| 19. | Dogwood Trail | Albany, GA | Dogwood Trail Apartments, LP | 703.942.6610 | Y | 64 | 61 | 12/31/2020 | 2/25/2022 | N |
| 20. | Springhill Apartments | Madison, FL | Springhill Apartments, LLC | 703.942.6610 | Y | 76 | 76 | 12/20/2019 | 8/19/2022 | N |
| 21. | Parkside at Drayton | Spartanburg, SC | Parkside at Drayton, LP | 703.942.6610 | Y | 41 | 41 | 4/1/2019 | 1/27/2020 | N |
| 22. | Perrytown Apartments | Perry, FL | Perrytown Apartments, LLC | 703.942.6610 | Y | 100 | 100 | 5/21/2018 | 12/22/2020 | N |
| 23. | Momentum at Shady Grove | Derwood, MD | Momentum Apartments, LLC | 703.942.6610 | Y | 110 | 110 | 10/18/2019 | 2/9/2021 | N |
| 24. | Douglass Village | Douglassville, GA | Douglass Village Apartments, LP | 703.942.6610 | Y | 88 | 88 | 12/20/2018 | 8/26/2021 | N |
| 25. | Hand Trading Company Apartments | Pelham, GA | Hand TC Restoration, LP | 703.942.6610 | Y | 54 | 44 | 12/16/2019 | 2/2/2021 | N |
| 26. | The Forge on Broadway | Buffalo, NY | SAKCC Buffalo Forge, LLC | 703.942.6610 | Y | 158 | 141 | 7/31/2020 | 1/28/2022 | N |
| 27. | Castle Creek | Aspen, CO | 488 Castle Creek, LLC | 703.942.6610 | Y | 24 | 24 | 3/20/2018 | 7/16/2019 | N |
| 28. | Ashton Cove | Kingsland, GA | Kingsland Cove, LP | 703.942.6610 | Y | 72 | 72 | 9/27/2018 | 6/17/2019 | N |
| 29. | St James Terrace | Baltimore, MD | St. James Apartments LP | 703.942.6610 | Y | 151 | 151 | 7/20/2018 | 3/13/2019 | N |
| 30. | Chelmsford Wood Residences II | Chelmsford, MA | Chelmsford Wood Residences II LP | 703.942.6610 | Y | 58 | 58 | 7/6/2018 | 3/19/2019 | N |
| 31. | Parkside at Bethel | Clover, SC | Parkside at Bethel LP | 703.942.6610 | Y | 42 | 42 | 5/11/2018 | 2/25/2019 | N |
| 32. | Market Station | Thomasville, GA | Market Station Apartments, LP | 703.942.6610 | Y | 80 | 80 | 3/31/2018 | 10/3/2018 | N |
| 33. | Coady School Residences | Bourne, MA | Coady School Residences LP | 703.942.6610 | Y | 58 | 58 | 8/25/2017 | 5/8/2018 | N |
| 34. | Paige Woodson | Oklahoma City, OK | Paige Woodson Development LLC | 703.942.6610 | Y | 128 | 128 | 7/14/2017 | 11/26/2018 | N |
| 35. | Park Heights | Baltimore, MD | New Park Heights LLC | 703.942.6610 | Y | 100 | 100 | 6/30/2017 | 4/17/2018 | N |
| 36. | Residences at Government Center I | Fairfax, VA | Fairfax Corner Partners LLC | 703.942.6610 | Y | 150 | 150 | 2/28/2017 | 9/27/2017 | N |
| 37. | Residences at Government Center II | Fairfax, VA | Fairfax Corner Partners II LLC | 703.942.6610 | Y | 120 | 120 | 2/28/2017 | 10/19/2027 | N |
| 38. | Southfork | Camilla, GA | Southfork Apartments LP | 703.942.6610 | Y | 96 | 96 | 8/25/2016 | 3/14/2017 | N |
| 39. | Parkside at Boulevard | Orangeburg, SC | Parkside at Boulevard LP | 703.942.6610 | Y | 44 | 44 | 7/29/2016 | 1/27/2017 | N |
| 40. | Cypress Parc | New Orleans, LA | FBT Community Development Corp., LLC | 703.942.6610 | Y | 62 | 62 | 5/31/2016 | 3/10/2017 | N |
| 41. | Chelmsford Wood Residences | Chelmsford, MA | Chelmsford Wood Residences, LP | 703.942.6610 | Y | 58 | 58 | 2/26/2016 | 10/5/2016 | N |
| 42. | Eureka Heights | Ashburn, GA | Eureka Heights, LP | 703.942.6610 | Y | 56 | 56 | 6/30/2015 | 3/3/2016 | N |
| 43. | Tangi Village | Hammond, LA | Quick Blvd. Apartments LP | 703.942.6610 | Y | 61 | 61 | 11/30/2014 | 11/6/2015 | N |
| 44. | Simpkins School | Yarmouth, MA | Simpkins School Residences, LP | 703.942.6610 | Y | 65 | 58 | 9/29/2014 | 5/18/2015 | N |
| 45. | Ashley House | Valdosta, GA | Ashley House Apartments, LP | 703.942.6610 | Y | 61 | 61 | 11/30/2014 | 11/6/2015 | N |
| 46. | Elm Drive Senior Apartments | Baton Rouge, LA | Elm Drive Senior Apartments, LP | 703.942.6610 | Y | 60 | 60 | 5/1/2014 | 11/6/2015 | N |
| 47. | The Reserve at Sugar Mill | St. Marys, GA | Ashton Pines Apartments, LP | 703.942.6610 | Y | 70 | 70 | 10/26/2012 | 10/17/2013 | N |
| 48. | Griffin Heights | Tallahassee, FL | New Griffin Apartments, LP | 703.942.6610 | Y | 100 | 100 | 2/23/2012 | 10/17/2013 | N |
| 49. | Pine Meadow | Gainesville, FL | Pine Meadow Redevelopment, Ltd. | 703.942.6610 | Y | 78 | 78 | 12/7/2011 | 6/14/2013 | N |
| 50. | Sand Dunes | Panama City Beach, FL | Sand Dunes Redevelopment, Ltd. | 703.942.6610 | Y | 104 | 104 | 12/7/2011 | 6/14/2013 | N |
| 51. | Cypress Place | Marero, LA | 1500 Westwood, LP | 703.942.6610 | Y | 132 | 132 | 11/7/2011 | 11/8/2013 | N |
| 52. | Three Tree Flats | Washington, DC | 3910 Georgia Avenue Associates, LP | 703.942.6610 | Y | 130 | 119 | 2/25/2011 | 1/24/2012 | N |
| 53. | Lakeside | Columbia, SC | New Lakeside Apartments, LP | 703.942.6610 | Y | 110 | 109 | 12/2/2010 | 2/24/2011 | N |
| 54. | School Street Residences | Athol, MA | School Street Residences, LP | 703.942.6610 | Y | 50 | 50 | 12/1/2020 | 12/30/2011 | N |
| 55. | Fulton School | Weymouth, MA | Fulton School Residences, LP | 703.942.6610 | Y | 63 | 63 | 11/2/2009 | 12/31/2010 | N |
| 56. | Appian Way | North Charleston, SC | 8465 Patriot Boulevard, LP | 703.942.6610 | Y | 204 | 204 | 6/1/2009 | 6/12/2009 | N |
| 57. | Council Towers | Miami Beach, FL | EHDCC Council Towers LP | 703.942.6610 | Y | 250 | 250 | TBD | TBD | N |
| 58. | Parkside at Butler II | Mauldin, SC | Parkside at Butler II, LP | 703.942.6610 | Y | 80 | 80 | TBD | TBD | N |
| 59. | Clement Belle | Brunswick, GA | Clement Belle Farms, LP | 703.942.6610 | Y | 64 | 55 | TBD | TBD | N |
| 60. | Indigo at McLean Station A | Tysons Corner, VA | Somos Phase A, LLC | 703.942.6610 | Y | 231 | 231 | TBD | TBD | N |
| 61. | Indigo at McLean Station B | Tysons Corner, VA | Somos Phase B, LLC | 703.942.6610 | Y | 225 | 225 | TBD | TBD | N |
| 62. | Creekside | Alexandria, VA | Creekside Redevelopment Partners I, LLC | 703.942.6610 | Y | 220 | 220 | TBD | TBD | N |
| 63. | Creekside II | Alexandria, VA | Creekside Redevelopment Partners II, LLC | 703.942.6610 | Y | 99 | 99 | TBD | TBD | N |
| 64. | Henry T. Wing School Residences | Sandwich, MA | Stratford HTW I Investors LP | 703.942.6610 | Y | 38 | 34 | TBD | TBD | N |
| 65. | Christian Manor | West Palm Beach, FL | Christian Manor GP, LLC | 703.942.6610 | Y | 200 | 200 | TBD | TBD | N |
| | | | | | | 6175 | 6092 | | | |

* 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.

V. List of LIHTC Developments (Schedule A)

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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- 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 members 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:

Commonwealth Lofts

Name of Applicant:

Commonwealth Lofts 4, LLC

Principals' Name:

Stephen P. Wilson

| # | Development Name | Location | Ownership Entity | Ownership Entity Phone | CGP or "Named" Managing Member at the time of deal? | Total Development Units | Total Low Income Units | Placed in Service Date | 8609 Issued Date | Uncorrected 8823s? If Y, Explain at Tab D |
|-----|------------------------------------|-----------------------|--|------------------------|---|-------------------------|------------------------|------------------------|------------------|---|
| 1. | Coyle School Residences | Taunton, MA | Coyle School Residences, LP | 703.942.6610 | Y | 50 | 45 | TBD | TBD | N |
| 2. | Ovata at Reedy Creek | Charlotte, NC | Ovata at Reedy Creek, LP | 703.942.6610 | Y | 78 | 78 | TBD | TBD | N |
| 3. | 500 Northside Station | Spartanburg, SC | Partans, LLC | 703.942.6610 | Y | 90 | 81 | 7/30/2021 | 9/1/2022 | N |
| 4. | Renaissance Place | Greenville, SC | Renaissance Place, LP | 703.942.6610 | Y | 57 | 57 | 9/15/2021 | 2/15/2022 | N |
| 5. | Silver Creek | Kensington, MD | Knowles Manor Senior Housing LLC | 703.942.6610 | Y | 94 | 94 | 12/28/2021 | 7/31/2023 | N |
| 6. | Parkside at Hickory Grove | Charlotte, NC | Parkside at Hickory Grove, LP | 703.942.6610 | Y | 80 | 80 | 10/1/2021 | 12/15/2022 | N |
| 7. | Ovation at Arrowbrook I | Herndon, VA | Arrowbrook Apartments I, LLC | 703.942.6610 | Y | 126 | 126 | 3/30/2023 | 1/29/2024 | N |
| 8. | Ovation at Arrowbrook II | Herndon, VA | Arrowbrook Apts II, LLC | 703.942.6610 | Y | 148 | 148 | 4/14/2023 | TBD | N |
| 9. | Oxford School Residences | Fairhaven, MA | Oxford School Residences LP | 703.942.6610 | Y | 52 | 45 | 6/13/2022 | 4/3/2023 | N |
| 10. | One University Family | Fairfax, VA | One University Family, LLC | 703.942.6610 | Y | 120 | 120 | 7/31/2024 | TBD | N |
| 11. | One University Senior | Fairfax, VA | One University Senior, LLC | 703.942.6610 | Y | 120 | 120 | 7/31/2024 | TBD | N |
| 12. | Parkside at Butler | Mauldin, SC | Parkside at Butler, LP | 703.942.6610 | Y | 72 | 72 | 2/15/2023 | 1/4/2024 | N |
| 13. | Frederick Road Senior Housing | Galthersburg, MD | Frederick Road Senior 4% Owner, LLC | 703.942.6610 | Y | 111 | 111 | 12/27/2023 | TBD | N |
| 14. | South Street Family | Frederick, MD | South Street Family, LLC | 703.942.6610 | Y | 56 | 56 | 5/17/2024 | TBD | N |
| 15. | South Street Senior | Frederick, MD | South Street Senior, LLC | 703.942.6610 | Y | 96 | 96 | 5/17/2024 | TBD | N |
| 16. | Helena Crocker Residences | Westford, MA | Helena Crocker Residences LP | 703.942.6610 | Y | 18 | 18 | 11/15/2023 | TBD | N |
| 17. | Parkside at Main | Simpsonville, SC | Parkside at Main, LP | 703.942.6610 | Y | 42 | 42 | 2/17/2021 | 2/24/2021 | N |
| 18. | Parkside at Hudson | Gastonia, NC | Parkside at Hudson, LP | 703.942.6610 | Y | 80 | 80 | 11/6/2020 | 9/15/2021 | N |
| 19. | Dogwood Trail | Albany, GA | Dogwood Trail Apartments, LP | 703.942.6610 | Y | 64 | 61 | 12/31/2020 | 2/25/2022 | N |
| 20. | Springhill Apartments | Madison, FL | Springhill Apartments, LLC | 703.942.6610 | Y | 76 | 76 | 12/20/2019 | 8/19/2022 | N |
| 21. | Parkside at Drayton | Spartanburg, SC | Parkside at Drayton, LP | 703.942.6610 | Y | 41 | 41 | 4/1/2019 | 1/27/2020 | N |
| 22. | Perrytown Apartments | Perry, FL | Perrytown Apartments, LLC | 703.942.6610 | Y | 100 | 100 | 5/21/2018 | 12/22/2020 | N |
| 23. | Momentum at Shady Grove | Derwood, MD | Momentum Apartments, LLC | 703.942.6610 | Y | 110 | 110 | 10/18/2019 | 2/9/2021 | N |
| 24. | Douglass Village | Douglassville, GA | Douglass Village Apartments, LP | 703.942.6610 | Y | 88 | 88 | 12/20/2018 | 8/26/2021 | N |
| 25. | Hand Trading Company Apartments | Pelham, GA | Hand TC Restoration, LP | 703.942.6610 | Y | 54 | 44 | 12/16/2019 | 2/2/2021 | N |
| 26. | The Forge on Broadway | Buffalo, NY | SAKCC Buffalo Forge, LLC | 703.942.6610 | Y | 158 | 141 | 7/31/2020 | 1/28/2022 | N |
| 27. | Castle Creek | Aspen, CO | 488 Castle Creek, LLC | 703.942.6610 | Y | 24 | 24 | 3/20/2018 | 7/16/2019 | N |
| 28. | Ashton Cove | Kingsland, GA | Kingsland Cove, LP | 703.942.6610 | Y | 72 | 72 | 9/27/2018 | 6/17/2019 | N |
| 29. | St James Terrace | Baltimore, MD | St. James Apartments LP | 703.942.6610 | Y | 151 | 151 | 7/20/2018 | 3/13/2019 | N |
| 30. | Chelmsford Wood Residences II | Chelmsford, MA | Chelmsford Wood Residences II LP | 703.942.6610 | Y | 58 | 58 | 7/6/2018 | 3/19/2019 | N |
| 31. | Parkside at Bethel | Clover, SC | Parkside at Bethel LP | 703.942.6610 | Y | 42 | 42 | 5/11/2018 | 2/25/2019 | N |
| 32. | Market Station | Thomasville, GA | Market Station Apartments, LP | 703.942.6610 | Y | 80 | 80 | 3/31/2018 | 10/3/2018 | N |
| 33. | Coady School Residences | Bourne, MA | Coady School Residences LP | 703.942.6610 | Y | 58 | 58 | 8/25/2017 | 5/8/2018 | N |
| 34. | Paige Woodson | Oklahoma City, OK | Paige Woodson Development LLC | 703.942.6610 | Y | 128 | 128 | 7/14/2017 | 11/26/2018 | N |
| 35. | Park Heights | Baltimore, MD | New Park Heights LLC | 703.942.6610 | Y | 100 | 100 | 6/30/2017 | 4/17/2018 | N |
| 36. | Residences at Government Center I | Fairfax, VA | Fairfax Corner Partners LLC | 703.942.6610 | Y | 150 | 150 | 2/28/2017 | 9/27/2017 | N |
| 37. | Residences at Government Center II | Fairfax, VA | Fairfax Corner Partners II LLC | 703.942.6610 | Y | 120 | 120 | 2/28/2017 | 10/19/2027 | N |
| 38. | Southfork | Camilla, GA | Southfork Apartments LP | 703.942.6610 | Y | 96 | 96 | 8/25/2016 | 3/14/2017 | N |
| 39. | Parkside at Boulevard | Orangeburg, SC | Parkside at Boulevard LP | 703.942.6610 | Y | 44 | 44 | 7/29/2016 | 1/27/2017 | N |
| 40. | Cypress Parc | New Orleans, LA | FBT Community Development Corp., LLC | 703.942.6610 | Y | 62 | 62 | 5/31/2016 | 3/10/2017 | N |
| 41. | Chelmsford Wood Residences | Chelmsford, MA | Chelmsford Wood Residences, LP | 703.942.6610 | Y | 58 | 58 | 2/26/2016 | 10/5/2016 | N |
| 42. | Eureka Heights | Ashburn, GA | Eureka Heights, LP | 703.942.6610 | Y | 56 | 56 | 6/30/2015 | 3/3/2016 | N |
| 43. | Tangi Village | Hammond, LA | Quick Blvd. Apartments LP | 703.942.6610 | Y | 61 | 61 | 11/30/2014 | 11/6/2015 | N |
| 44. | Simpkins School | Yarmouth, MA | Simpkins School Residences, LP | 703.942.6610 | Y | 65 | 58 | 9/29/2014 | 5/18/2015 | N |
| 45. | Ashley House | Valdosta, GA | Ashley House Apartments, LP | 703.942.6610 | Y | 61 | 61 | 11/30/2014 | 11/6/2015 | N |
| 46. | Elm Drive Senior Apartments | Baton Rouge, LA | Elm Drive Senior Apartments, LP | 703.942.6610 | Y | 60 | 60 | 5/1/2014 | 11/6/2015 | N |
| 47. | The Reserve at Sugar Mill | St. Marys, GA | Ashton Pines Apartments, LP | 703.942.6610 | Y | 70 | 70 | 10/26/2012 | 10/17/2013 | N |
| 48. | Griffin Heights | Tallahassee, FL | New Griffin Apartments, LP | 703.942.6610 | Y | 100 | 100 | 2/23/2012 | 10/17/2013 | N |
| 49. | Pine Meadow | Gainesville, FL | Pine Meadow Redevelopment, Ltd. | 703.942.6610 | Y | 78 | 78 | 12/7/2011 | 6/14/2013 | N |
| 50. | Sand Dunes | Panama City Beach, FL | Sand Dunes Redevelopment, Ltd. | 703.942.6610 | Y | 104 | 104 | 12/7/2011 | 6/14/2013 | N |
| 51. | Cypress Place | Marero, LA | 1500 Westwood, LP | 703.942.6610 | Y | 132 | 132 | 11/7/2011 | 11/8/2013 | N |
| 52. | Three Tree Flats | Washington, DC | 3910 Georgia Avenue Associates, LP | 703.942.6610 | Y | 130 | 119 | 2/25/2011 | 1/24/2012 | N |
| 53. | Lakeside | Columbia, SC | New Lakeside Apartments, LP | 703.942.6610 | Y | 110 | 109 | 12/2/2010 | 2/24/2011 | N |
| 54. | School Street Residences | Athol, MA | School Street Residences, LP | 703.942.6610 | Y | 50 | 50 | 12/1/2020 | 12/30/2011 | N |
| 55. | Fulton School | Weymouth, MA | Fulton School Residences, LP | 703.942.6610 | Y | 63 | 63 | 11/2/2009 | 12/31/2010 | N |
| 56. | Applan Way | North Charleston, SC | 8465 Patriot Boulevard, LP | 703.942.6610 | Y | 204 | 204 | 6/1/2009 | 6/12/2009 | N |
| 57. | Council Towers | Miami Beach, FL | EHDCC Council Towers LP | 703.942.6610 | Y | 250 | 250 | TBD | TBD | N |
| 58. | Parkside at Butler II | Mauldin, SC | Parkside at Butler II, LP | 703.942.6610 | Y | 80 | 80 | TBD | TBD | N |
| 59. | Clement Belle | Brunswick, GA | Clement Belle Farms, LP | 703.942.6610 | Y | 64 | 55 | TBD | TBD | N |
| 60. | Indigo at McLean Station A | Tysons Corner, VA | Somos Phase A, LLC | 703.942.6610 | Y | 231 | 231 | TBD | TBD | N |
| 61. | Indigo at McLean Station B | Tysons Corner, VA | Somos Phase B, LLC | 703.942.6610 | Y | 225 | 225 | TBD | TBD | N |
| 62. | Creekside | Alexandria, VA | Creekside Redevelopment Partners I, LLC | 703.942.6610 | Y | 220 | 220 | TBD | TBD | N |
| 63. | Creekside II | Alexandria, VA | Creekside Redevelopment Partners II, LLC | 703.942.6610 | Y | 99 | 99 | TBD | TBD | N |
| 64. | Henry T. Wing School Residences | Sandwich, MA | Stratford HTW I Investors LP | 703.942.6610 | Y | 38 | 34 | TBD | TBD | N |
| 65. | Christian Manor | West Palm Beach, FL | Christian Manor GP, LLC | 703.942.6610 | Y | 200 | 200 | TBD | TBD | N |
| | | | | | | 6175 | 6092 | | | |

* 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.

V. List of LIHTC Developments (Schedule A)

INSTRUCTIONS

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

- For Principals organized as a corporation (public or private), nonprofit organization, or governmental entity, you are only required to list the names of any officers who are directly responsible to the Board of Directors (or equivalent) and any stockholder holding a 25% or more interest in said Principal.
- For Principals organized as a limited liability company with more than 25 individual members, you are only required to list the names of any officers and any managing members responsible for managing the affairs of the company, along with the name of any individual 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: Commonwealth Lofts

Name of Applicant: Commonwealth Lofts 4, LLC

Principals' Name: NJ Enterprises, LP

| # | Development Name | Location | Ownership Entity | Ownership Entity Phone | CGP or "Named" Managing Member at the time of deal? | Total Development Units | Total Low Income Units | Placed in Service Date | 8609 Issued Date | Uncorrected 8823s? If Y, Explain at Tab D |
|-----|------------------------------------|-----------------------|--|------------------------|---|-------------------------|------------------------|------------------------|------------------|---|
| 1. | Coyle School Residences | Taunton, MA | Coyle School Residences, LP | 703.942.6610 | Y | 50 | 45 | TBD | TBD | N |
| 2. | Ovata at Reedy Creek | Charlotte, NC | Ovata at Reedy Creek, LP | 703.942.6610 | Y | 78 | 78 | TBD | TBD | N |
| 3. | 500 Northside Station | Spartanburg, SC | Partans, LLC | 703.942.6610 | Y | 90 | 81 | 7/30/2021 | 9/1/2022 | N |
| 4. | Renaissance Place | Greenville, SC | Renaissance Place, LP | 703.942.6610 | Y | 57 | 57 | 9/15/2021 | 2/15/2022 | N |
| 5. | Silver Creek | Kensington, MD | Knowles Manor Senior Housing LLC | 703.942.6610 | Y | 94 | 94 | 12/28/2021 | 7/31/2023 | N |
| 6. | Parkside at Hickory Grove | Charlotte, NC | Parkside at Hickory Grove, LP | 703.942.6610 | Y | 80 | 80 | 10/1/2021 | 12/15/2022 | N |
| 7. | Ovation at Arrowbrook I | Herndon, VA | Arrowbrook Apartments I, LLC | 703.942.6610 | Y | 126 | 126 | 3/30/2023 | 1/29/2024 | N |
| 8. | Ovation at Arrowbrook II | Herndon, VA | Arrowbrook Apts II, LLC | 703.942.6610 | Y | 148 | 148 | 4/14/2023 | TBD | N |
| 9. | Oxford School Residences | Fairhaven, MA | Oxford School Residences LP | 703.942.6610 | Y | 52 | 45 | 6/13/2022 | 4/3/2023 | N |
| 10. | One University Family | Fairfax, VA | One University Family, LLC | 703.942.6610 | Y | 120 | 120 | 7/31/2024 | TBD | N |
| 11. | One University Senior | Fairfax, VA | One University Senior, LLC | 703.942.6610 | Y | 120 | 120 | 7/31/2024 | TBD | N |
| 12. | Parkside at Butler | Mauldin, SC | Parkside at Butler, LP | 703.942.6610 | Y | 72 | 72 | 2/15/2023 | 1/4/2024 | N |
| 13. | Frederick Road Senior Housing | Galthersburg, MD | Frederick Road Senior 4% Owner, LLC | 703.942.6610 | Y | 111 | 111 | 12/27/2023 | TBD | N |
| 14. | South Street Family | Frederick, MD | South Street Family, LLC | 703.942.6610 | Y | 56 | 56 | 5/17/2024 | TBD | N |
| 15. | South Street Senior | Frederick, MD | South Street Senior, LLC | 703.942.6610 | Y | 96 | 96 | 5/17/2024 | TBD | N |
| 16. | Helena Crocker Residences | Westford, MA | Helena Crocker Residences LP | 703.942.6610 | Y | 18 | 18 | 11/15/2023 | TBD | N |
| 17. | Parkside at Main | Simpsonville, SC | Parkside at Main, LP | 703.942.6610 | Y | 42 | 42 | 2/17/2021 | 2/24/2021 | N |
| 18. | Parkside at Hudson | Gastonia, NC | Parkside at Hudson, LP | 703.942.6610 | Y | 80 | 80 | 11/6/2020 | 9/15/2021 | N |
| 19. | Dogwood Trail | Albany, GA | Dogwood Trail Apartments, LP | 703.942.6610 | Y | 64 | 61 | 12/31/2020 | 2/25/2022 | N |
| 20. | Springhill Apartments | Madison, FL | Springhill Apartments, LLC | 703.942.6610 | Y | 76 | 76 | 12/20/2019 | 8/19/2022 | N |
| 21. | Parkside at Drayton | Spartanburg, SC | Parkside at Drayton, LP | 703.942.6610 | Y | 41 | 41 | 4/1/2019 | 1/27/2020 | N |
| 22. | Perrytown Apartments | Perry, FL | Perrytown Apartments, LLC | 703.942.6610 | Y | 100 | 100 | 5/21/2018 | 12/22/2020 | N |
| 23. | Momentum at Shady Grove | Derwood, MD | Momentum Apartments, LLC | 703.942.6610 | Y | 110 | 110 | 10/18/2019 | 2/9/2021 | N |
| 24. | Douglass Village | Douglassville, GA | Douglass Village Apartments, LP | 703.942.6610 | Y | 88 | 88 | 12/20/2018 | 8/26/2021 | N |
| 25. | Hand Trading Company Apartments | Pelham, GA | Hand TC Restoration, LP | 703.942.6610 | Y | 54 | 44 | 12/16/2019 | 2/2/2021 | N |
| 26. | The Forge on Broadway | Buffalo, NY | SAKCC Buffalo Forge, LLC | 703.942.6610 | Y | 158 | 141 | 7/31/2020 | 1/28/2022 | N |
| 27. | Castle Creek | Aspen, CO | 488 Castle Creek, LLC | 703.942.6610 | Y | 24 | 24 | 3/20/2018 | 7/16/2019 | N |
| 28. | Ashton Cove | Kingsland, GA | Kingsland Cove, LP | 703.942.6610 | Y | 72 | 72 | 9/27/2018 | 6/17/2019 | N |
| 29. | St James Terrace | Baltimore, MD | St. James Apartments LP | 703.942.6610 | Y | 151 | 151 | 7/20/2018 | 3/13/2019 | N |
| 30. | Chelmsford Wood Residences II | Chelmsford, MA | Chelmsford Wood Residences II LP | 703.942.6610 | Y | 58 | 58 | 7/6/2018 | 3/19/2019 | N |
| 31. | Parkside at Bethel | Clover, SC | Parkside at Bethel LP | 703.942.6610 | Y | 42 | 42 | 5/11/2018 | 2/25/2019 | N |
| 32. | Market Station | Thomasville, GA | Market Station Apartments, LP | 703.942.6610 | Y | 80 | 80 | 3/31/2018 | 10/3/2018 | N |
| 33. | Coady School Residences | Bourne, MA | Coady School Residences LP | 703.942.6610 | Y | 58 | 58 | 8/25/2017 | 5/8/2018 | N |
| 34. | Paige Woodson | Oklahoma City, OK | Paige Woodson Development LLC | 703.942.6610 | Y | 128 | 128 | 7/14/2017 | 11/26/2018 | N |
| 35. | Park Heights | Baltimore, MD | New Park Heights LLC | 703.942.6610 | Y | 100 | 100 | 6/30/2017 | 4/17/2018 | N |
| 36. | Residences at Government Center I | Fairfax, VA | Fairfax Corner Partners LLC | 703.942.6610 | Y | 150 | 150 | 2/28/2017 | 9/27/2017 | N |
| 37. | Residences at Government Center II | Fairfax, VA | Fairfax Corner Partners II LLC | 703.942.6610 | Y | 120 | 120 | 2/28/2017 | 10/19/2027 | N |
| 38. | Southfork | Camilla, GA | Southfork Apartments LP | 703.942.6610 | Y | 96 | 96 | 8/25/2016 | 3/14/2017 | N |
| 39. | Parkside at Boulevard | Orangeburg, SC | Parkside at Boulevard LP | 703.942.6610 | Y | 44 | 44 | 7/29/2016 | 1/27/2017 | N |
| 40. | Cypress Parc | New Orleans, LA | FBT Community Development Corp., LLC | 703.942.6610 | Y | 62 | 62 | 5/31/2016 | 3/10/2017 | N |
| 41. | Chelmsford Wood Residences | Chelmsford, MA | Chelmsford Wood Residences, LP | 703.942.6610 | Y | 58 | 58 | 2/26/2016 | 10/5/2016 | N |
| 42. | Eureka Heights | Ashburn, GA | Eureka Heights, LP | 703.942.6610 | Y | 56 | 56 | 6/30/2015 | 3/3/2016 | N |
| 43. | Tangi Village | Hammond, LA | Quick Blvd. Apartments LP | 703.942.6610 | Y | 61 | 61 | 11/30/2014 | 11/6/2015 | N |
| 44. | Simpkins School | Yarmouth, MA | Simpkins School Residences, LP | 703.942.6610 | Y | 65 | 58 | 9/29/2014 | 5/18/2015 | N |
| 45. | Ashley House | Valdosta, GA | Ashley House Apartments, LP | 703.942.6610 | Y | 61 | 61 | 11/30/2014 | 11/6/2015 | N |
| 46. | Elm Drive Senior Apartments | Baton Rouge, LA | Elm Drive Senior Apartments, LP | 703.942.6610 | Y | 60 | 60 | 5/1/2014 | 11/6/2015 | N |
| 47. | The Reserve at Sugar Mill | St. Marys, GA | Ashton Pines Apartments, LP | 703.942.6610 | Y | 70 | 70 | 10/26/2012 | 10/17/2013 | N |
| 48. | Griffin Heights | Tallahassee, FL | New Griffin Apartments, LP | 703.942.6610 | Y | 100 | 100 | 2/23/2012 | 10/17/2013 | N |
| 49. | Pine Meadow | Gainesville, FL | Pine Meadow Redevelopment, Ltd. | 703.942.6610 | Y | 78 | 78 | 12/7/2011 | 6/14/2013 | N |
| 50. | Sand Dunes | Panama City Beach, FL | Sand Dunes Redevelopment, Ltd. | 703.942.6610 | Y | 104 | 104 | 12/7/2011 | 6/14/2013 | N |
| 51. | Cypress Place | Marero, LA | 1500 Westwood, LP | 703.942.6610 | Y | 132 | 132 | 11/7/2011 | 11/8/2013 | N |
| 52. | Three Tree Flats | Washington, DC | 3910 Georgia Avenue Associates, LP | 703.942.6610 | Y | 130 | 119 | 2/25/2011 | 1/24/2012 | N |
| 53. | Lakeside | Columbia, SC | New Lakeside Apartments, LP | 703.942.6610 | Y | 110 | 109 | 12/2/2010 | 2/24/2011 | N |
| 54. | School Street Residences | Athol, MA | School Street Residences, LP | 703.942.6610 | Y | 50 | 50 | 12/1/2020 | 12/30/2011 | N |
| 55. | Fulton School | Weymouth, MA | Fulton School Residences, LP | 703.942.6610 | Y | 63 | 63 | 11/2/2009 | 12/31/2010 | N |
| 56. | Appian Way | North Charleston, SC | 8465 Patriot Boulevard, LP | 703.942.6610 | Y | 204 | 204 | 6/1/2009 | 6/12/2009 | N |
| 57. | Council Towers | Miami Beach, FL | EHDCC Council Towers LP | 703.942.6610 | Y | 250 | 250 | TBD | TBD | N |
| 58. | Parkside at Butler II | Mauldin, SC | Parkside at Butler II, LP | 703.942.6610 | Y | 80 | 80 | TBD | TBD | N |
| 59. | Clement Belle | Brunswick, GA | Clement Belle Farms, LP | 703.942.6610 | Y | 64 | 55 | TBD | TBD | N |
| 60. | Indigo at McLean Station A | Tysons Corner, VA | Somos Phase A, LLC | 703.942.6610 | Y | 231 | 231 | TBD | TBD | N |
| 61. | Indigo at McLean Station B | Tysons Corner, VA | Somos Phase B, LLC | 703.942.6610 | Y | 225 | 225 | TBD | TBD | N |
| 62. | Creekside | Alexandria, VA | Creekside Redevelopment Partners I, LLC | 703.942.6610 | Y | 220 | 220 | TBD | TBD | N |
| 63. | Creekside II | Alexandria, VA | Creekside Redevelopment Partners II, LLC | 703.942.6610 | Y | 99 | 99 | TBD | TBD | N |
| 64. | Henry T. Wing School Residences | Sandwich, MA | Stratford HTW I Investors LP | 703.942.6610 | Y | 38 | 34 | TBD | TBD | N |
| 65. | Christian Manor | West Palm Beach, FL | Christian Manor GP, LLC | 703.942.6610 | Y | 200 | 200 | TBD | TBD | N |
| | | | | | | 6175 | 6092 | | | |

* 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.

V. List of LIHTC Developments (Schedule A)

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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- 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 members 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: Commonwealth Lofts

Name of Applicant: Commonwealth Lofts 4, LLC

Principals' Name: John M. Nelson, IV

| # | Development Name | Location | Ownership Entity | Ownership Entity Phone | CGP or "Named" Managing Member at the time of deal? | Total Development Units | Total Low Income Units | Placed in Service Date | 8609 Issued Date | Uncorrected 8823s? If Y, Explain at Tab D |
|-----|------------------------------------|-----------------------|--|------------------------|---|-------------------------|------------------------|------------------------|------------------|---|
| 1. | Coyle School Residences | Taunton, MA | Coyle School Residences, LP | 703.942.6610 | Y | 50 | 45 | TBD | TBD | N |
| 2. | Ovata at Reedy Creek | Charlotte, NC | Ovata at Reedy Creek, LP | 703.942.6610 | Y | 78 | 78 | TBD | TBD | N |
| 3. | 500 Northside Station | Spartanburg, SC | Partans, LLC | 703.942.6610 | Y | 90 | 81 | 7/30/2021 | 9/1/2022 | N |
| 4. | Renaissance Place | Greenville, SC | Renaissance Place, LP | 703.942.6610 | Y | 57 | 57 | 9/15/2021 | 2/15/2022 | N |
| 5. | Silver Creek | Kensington, MD | Knowles Manor Senior Housing LLC | 703.942.6610 | Y | 94 | 94 | 12/28/2021 | 7/31/2023 | N |
| 6. | Parkside at Hickory Grove | Charlotte, NC | Parkside at Hickory Grove, LP | 703.942.6610 | Y | 80 | 80 | 10/1/2021 | 12/15/2022 | N |
| 7. | Ovation at Arrowbrook I | Herndon, VA | Arrowbrook Apartments I, LLC | 703.942.6610 | Y | 126 | 126 | 3/30/2023 | 1/29/2024 | N |
| 8. | Ovation at Arrowbrook II | Herndon, VA | Arrowbrook Apts II, LLC | 703.942.6610 | Y | 148 | 148 | 4/14/2023 | TBD | N |
| 9. | Oxford School Residences | Fairhaven, MA | Oxford School Residences LP | 703.942.6610 | Y | 52 | 45 | 6/13/2022 | 4/3/2023 | N |
| 10. | One University Family | Fairfax, VA | One University Family, LLC | 703.942.6610 | Y | 120 | 120 | 7/31/2024 | TBD | N |
| 11. | One University Senior | Fairfax, VA | One University Senior, LLC | 703.942.6610 | Y | 120 | 120 | 7/31/2024 | TBD | N |
| 12. | Parkside at Butler | Mauldin, SC | Parkside at Butler, LP | 703.942.6610 | Y | 72 | 72 | 2/15/2023 | 1/4/2024 | N |
| 13. | Frederick Road Senior Housing | Galthersburg, MD | Frederick Road Senior 4% Owner, LLC | 703.942.6610 | Y | 111 | 111 | 12/27/2023 | TBD | N |
| 14. | South Street Family | Frederick, MD | South Street Family, LLC | 703.942.6610 | Y | 56 | 56 | 5/17/2024 | TBD | N |
| 15. | South Street Senior | Frederick, MD | South Street Senior, LLC | 703.942.6610 | Y | 96 | 96 | 5/17/2024 | TBD | N |
| 16. | Helena Crocker Residences | Westford, MA | Helena Crocker Residences LP | 703.942.6610 | Y | 18 | 18 | 11/15/2023 | TBD | N |
| 17. | Parkside at Main | Simpsonville, SC | Parkside at Main, LP | 703.942.6610 | Y | 42 | 42 | 2/17/2021 | 2/24/2021 | N |
| 18. | Parkside at Hudson | Gastonia, NC | Parkside at Hudson, LP | 703.942.6610 | Y | 80 | 80 | 11/6/2020 | 9/15/2021 | N |
| 19. | Dogwood Trail | Albany, GA | Dogwood Trail Apartments, LP | 703.942.6610 | Y | 64 | 61 | 12/31/2020 | 2/25/2022 | N |
| 20. | Springhill Apartments | Madison, FL | Springhill Apartments, LLC | 703.942.6610 | Y | 76 | 76 | 12/20/2019 | 8/19/2022 | N |
| 21. | Parkside at Drayton | Spartanburg, SC | Parkside at Drayton, LP | 703.942.6610 | Y | 41 | 41 | 4/1/2019 | 1/27/2020 | N |
| 22. | Perrytown Apartments | Perry, FL | Perrytown Apartments, LLC | 703.942.6610 | Y | 100 | 100 | 5/21/2018 | 12/22/2020 | N |
| 23. | Momentum at Shady Grove | Derwood, MD | Momentum Apartments, LLC | 703.942.6610 | Y | 110 | 110 | 10/18/2019 | 2/9/2021 | N |
| 24. | Douglass Village | Douglassville, GA | Douglass Village Apartments, LP | 703.942.6610 | Y | 88 | 88 | 12/20/2018 | 8/26/2021 | N |
| 25. | Hand Trading Company Apartments | Pelham, GA | Hand TC Restoration, LP | 703.942.6610 | Y | 54 | 44 | 12/16/2019 | 2/2/2021 | N |
| 26. | The Forge on Broadway | Buffalo, NY | SAKCC Buffalo Forge, LLC | 703.942.6610 | Y | 158 | 141 | 7/31/2020 | 1/28/2022 | N |
| 27. | Castle Creek | Aspen, CO | 488 Castle Creek, LLC | 703.942.6610 | Y | 24 | 24 | 3/20/2018 | 7/16/2019 | N |
| 28. | Ashton Cove | Kingsland, GA | Kingsland Cove, LP | 703.942.6610 | Y | 72 | 72 | 9/27/2018 | 6/17/2019 | N |
| 29. | St James Terrace | Baltimore, MD | St. James Apartments LP | 703.942.6610 | Y | 151 | 151 | 7/20/2018 | 3/13/2019 | N |
| 30. | Chelmsford Wood Residences II | Chelmsford, MA | Chelmsford Wood Residences II LP | 703.942.6610 | Y | 58 | 58 | 7/6/2018 | 3/19/2019 | N |
| 31. | Parkside at Bethel | Clover, SC | Parkside at Bethel LP | 703.942.6610 | Y | 42 | 42 | 5/11/2018 | 2/25/2019 | N |
| 32. | Market Station | Thomasville, GA | Market Station Apartments, LP | 703.942.6610 | Y | 80 | 80 | 3/31/2018 | 10/3/2018 | N |
| 33. | Coady School Residences | Bourne, MA | Coady School Residences LP | 703.942.6610 | Y | 58 | 58 | 8/25/2017 | 5/8/2018 | N |
| 34. | Paige Woodson | Oklahoma City, OK | Paige Woodson Development LLC | 703.942.6610 | Y | 128 | 128 | 7/14/2017 | 11/26/2018 | N |
| 35. | Park Heights | Baltimore, MD | New Park Heights LLC | 703.942.6610 | Y | 100 | 100 | 6/30/2017 | 4/17/2018 | N |
| 36. | Residences at Government Center I | Fairfax, VA | Fairfax Corner Partners LLC | 703.942.6610 | Y | 150 | 150 | 2/28/2017 | 9/27/2017 | N |
| 37. | Residences at Government Center II | Fairfax, VA | Fairfax Corner Partners II LLC | 703.942.6610 | Y | 120 | 120 | 2/28/2017 | 10/19/2027 | N |
| 38. | Southfork | Camilla, GA | Southfork Apartments LP | 703.942.6610 | Y | 96 | 96 | 8/25/2016 | 3/14/2017 | N |
| 39. | Parkside at Boulevard | Orangeburg, SC | Parkside at Boulevard LP | 703.942.6610 | Y | 44 | 44 | 7/29/2016 | 1/27/2017 | N |
| 40. | Cypress Parc | New Orleans, LA | FBT Community Development Corp., LLC | 703.942.6610 | Y | 62 | 62 | 5/31/2016 | 3/10/2017 | N |
| 41. | Chelmsford Wood Residences | Chelmsford, MA | Chelmsford Wood Residences, LP | 703.942.6610 | Y | 58 | 58 | 2/26/2016 | 10/5/2016 | N |
| 42. | Eureka Heights | Ashburn, GA | Eureka Heights, LP | 703.942.6610 | Y | 56 | 56 | 6/30/2015 | 3/3/2016 | N |
| 43. | Tangi Village | Hammond, LA | Quick Blvd. Apartments LP | 703.942.6610 | Y | 61 | 61 | 11/30/2014 | 11/6/2015 | N |
| 44. | Simpkins School | Yarmouth, MA | Simpkins School Residences, LP | 703.942.6610 | Y | 65 | 58 | 9/29/2014 | 5/18/2015 | N |
| 45. | Ashley House | Valdosta, GA | Ashley House Apartments, LP | 703.942.6610 | Y | 61 | 61 | 11/30/2014 | 11/6/2015 | N |
| 46. | Elm Drive Senior Apartments | Baton Rouge, LA | Elm Drive Senior Apartments, LP | 703.942.6610 | Y | 60 | 60 | 5/1/2014 | 11/6/2015 | N |
| 47. | The Reserve at Sugar Mill | St. Marys, GA | Ashton Pines Apartments, LP | 703.942.6610 | Y | 70 | 70 | 10/26/2012 | 10/17/2013 | N |
| 48. | Griffin Heights | Tallahassee, FL | New Griffin Apartments, LP | 703.942.6610 | Y | 100 | 100 | 2/23/2012 | 10/17/2013 | N |
| 49. | Pine Meadow | Gainesville, FL | Pine Meadow Redevelopment, Ltd. | 703.942.6610 | Y | 78 | 78 | 12/7/2011 | 6/14/2013 | N |
| 50. | Sand Dunes | Panama City Beach, FL | Sand Dunes Redevelopment, Ltd. | 703.942.6610 | Y | 104 | 104 | 12/7/2011 | 6/14/2013 | N |
| 51. | Cypress Place | Marero, LA | 1500 Westwood, LP | 703.942.6610 | Y | 132 | 132 | 11/7/2011 | 11/8/2013 | N |
| 52. | Three Tree Flats | Washington, DC | 3910 Georgia Avenue Associates, LP | 703.942.6610 | Y | 130 | 119 | 2/25/2011 | 1/24/2012 | N |
| 53. | Lakeside | Columbia, SC | New Lakeside Apartments, LP | 703.942.6610 | Y | 110 | 109 | 12/2/2010 | 2/24/2011 | N |
| 54. | School Street Residences | Athol, MA | School Street Residences, LP | 703.942.6610 | Y | 50 | 50 | 12/1/2020 | 12/30/2011 | N |
| 55. | Fulton School | Weymouth, MA | Fulton School Residences, LP | 703.942.6610 | Y | 63 | 63 | 11/2/2009 | 12/31/2010 | N |
| 56. | Appian Way | North Charleston, SC | 8465 Patriot Boulevard, LP | 703.942.6610 | Y | 204 | 204 | 6/1/2009 | 6/12/2009 | N |
| 57. | Council Towers | Miami Beach, FL | EHDCC Council Towers LP | 703.942.6610 | Y | 250 | 250 | TBD | TBD | N |
| 58. | Parkside at Butter II | Mauldin, SC | Parkside at Butter II, LP | 703.942.6610 | Y | 80 | 80 | TBD | TBD | N |
| 59. | Clement Belle | Brunswick, GA | Clement Belle Farms, LP | 703.942.6610 | Y | 64 | 55 | TBD | TBD | N |
| 60. | Indigo at McLean Station A | Tysons Corner, VA | Somos Phase A, LLC | 703.942.6610 | Y | 231 | 231 | TBD | TBD | N |
| 61. | Indigo at McLean Station B | Tysons Corner, VA | Somos Phase B, LLC | 703.942.6610 | Y | 225 | 225 | TBD | TBD | N |
| 62. | Creekside | Alexandria, VA | Creekside Redevelopment Partners I, LLC | 703.942.6610 | Y | 220 | 220 | TBD | TBD | N |
| 63. | Creekside II | Alexandria, VA | Creekside Redevelopment Partners II, LLC | 703.942.6610 | Y | 99 | 99 | TBD | TBD | N |
| 64. | Henry T. Wing School Residences | Sandwich, MA | Stratford HTW I Investors LP | 703.942.6610 | Y | 38 | 34 | TBD | TBD | N |
| 65. | Christian Manor | West Palm Beach, FL | Christian Manor GP, LLC | 703.942.6610 | Y | 200 | 200 | TBD | TBD | N |
| | | | | | | 6175 | 6092 | | | |

* 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.

V. List of LIHTC Developments (Schedule A)

INSTRUCTIONS

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

- For Principals organized as a corporation (public or private), nonprofit organization, or governmental entity, you are only required to list the names of any officers who are directly responsible to the Board of Directors (or equivalent) and any stockholder holding a 25% or more interest in said Principal.
- For Principals organized as a limited liability company with more than 25 individual members, you are only required to list the names of any officers and any managing members responsible for managing the affairs of the company, along with the name of any individual 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: Commonwealth Lofts

Name of Applicant: Commonwealth Lofts 4, LLC

Principals' Name: 421 Corp.

| # | Development Name | Location | Ownership Entity | Ownership Entity Phone | CGP or "Named" Managing Member at the time of deal? | Total Development Units | Total Low Income Units | Placed in Service Date | 8609 Issued Date | Uncorrected 8823s? If Y, Explain at Tab D |
|-----|------------------------------------|-----------------------|--|------------------------|---|-------------------------|------------------------|------------------------|------------------|---|
| 1. | Coyle School Residences | Taunton, MA | Coyle School Residences, LP | 703.942.6610 | Y | 50 | 45 | TBD | TBD | N |
| 2. | Ovata at Reedy Creek | Charlotte, NC | Ovata at Reedy Creek, LP | 703.942.6610 | Y | 78 | 78 | TBD | TBD | N |
| 3. | 500 Northside Station | Spartanburg, SC | Partans, LLC | 703.942.6610 | Y | 90 | 81 | 7/30/2021 | 9/1/2022 | N |
| 4. | Renaissance Place | Greenville, SC | Renaissance Place, LP | 703.942.6610 | Y | 57 | 57 | 9/15/2021 | 2/15/2022 | N |
| 5. | Silver Creek | Kensington, MD | Knowles Manor Senior Housing LLC | 703.942.6610 | Y | 94 | 94 | 12/28/2021 | 7/31/2023 | N |
| 6. | Parkside at Hickory Grove | Charlotte, NC | Parkside at Hickory Grove, LP | 703.942.6610 | Y | 80 | 80 | 10/1/2021 | 12/15/2022 | N |
| 7. | Ovation at Arrowbrook I | Herndon, VA | Arrowbrook Apartments I, LLC | 703.942.6610 | Y | 126 | 126 | 3/30/2023 | 1/29/2024 | N |
| 8. | Ovation at Arrowbrook II | Herndon, VA | Arrowbrook Apts II, LLC | 703.942.6610 | Y | 148 | 148 | 4/14/2023 | TBD | N |
| 9. | Oxford School Residences | Fairhaven, MA | Oxford School Residences LP | 703.942.6610 | Y | 52 | 45 | 6/13/2022 | 4/3/2023 | N |
| 10. | One University Family | Fairfax, VA | One University Family, LLC | 703.942.6610 | Y | 120 | 120 | 7/31/2024 | TBD | N |
| 11. | One University Senior | Fairfax, VA | One University Senior, LLC | 703.942.6610 | Y | 120 | 120 | 7/31/2024 | TBD | N |
| 12. | Parkside at Butler | Mauldin, SC | Parkside at Butler, LP | 703.942.6610 | Y | 72 | 72 | 2/15/2023 | 1/4/2024 | N |
| 13. | Frederick Road Senior Housing | Galthersburg, MD | Frederick Road Senior 4% Owner, LLC | 703.942.6610 | Y | 111 | 111 | 12/27/2023 | TBD | N |
| 14. | South Street Family | Frederick, MD | South Street Family, LLC | 703.942.6610 | Y | 56 | 56 | 5/17/2024 | TBD | N |
| 15. | South Street Senior | Frederick, MD | South Street Senior, LLC | 703.942.6610 | Y | 96 | 96 | 5/17/2024 | TBD | N |
| 16. | Helena Crocker Residences | Westford, MA | Helena Crocker Residences LP | 703.942.6610 | Y | 18 | 18 | 11/15/2023 | TBD | N |
| 17. | Parkside at Main | Simpsonville, SC | Parkside at Main, LP | 703.942.6610 | Y | 42 | 42 | 2/17/2021 | 2/24/2021 | N |
| 18. | Parkside at Hudson | Gastonia, NC | Parkside at Hudson, LP | 703.942.6610 | Y | 80 | 80 | 11/6/2020 | 9/15/2021 | N |
| 19. | Dogwood Trail | Albany, GA | Dogwood Trail Apartments, LP | 703.942.6610 | Y | 64 | 61 | 12/31/2020 | 2/25/2022 | N |
| 20. | Springhill Apartments | Madison, FL | Springhill Apartments, LLC | 703.942.6610 | Y | 76 | 76 | 12/20/2019 | 8/19/2022 | N |
| 21. | Parkside at Drayton | Spartanburg, SC | Parkside at Drayton, LP | 703.942.6610 | Y | 41 | 41 | 4/1/2019 | 1/27/2020 | N |
| 22. | Perrytown Apartments | Perry, FL | Perrytown Apartments, LLC | 703.942.6610 | Y | 100 | 100 | 5/21/2018 | 12/22/2020 | N |
| 23. | Momentum at Shady Grove | Derwood, MD | Momentum Apartments, LLC | 703.942.6610 | Y | 110 | 110 | 10/18/2019 | 2/9/2021 | N |
| 24. | Douglass Village | Douglassville, GA | Douglass Village Apartments, LP | 703.942.6610 | Y | 88 | 88 | 12/20/2018 | 8/26/2021 | N |
| 25. | Hand Trading Company Apartments | Pelham, GA | Hand TC Restoration, LP | 703.942.6610 | Y | 54 | 44 | 12/16/2019 | 2/2/2021 | N |
| 26. | The Forge on Broadway | Buffalo, NY | SAKCC Buffalo Forge, LLC | 703.942.6610 | Y | 158 | 141 | 7/31/2020 | 1/28/2022 | N |
| 27. | Castle Creek | Aspen, CO | 488 Castle Creek, LLC | 703.942.6610 | Y | 24 | 24 | 3/20/2018 | 7/16/2019 | N |
| 28. | Ashton Cove | Kingsland, GA | Kingsland Cove, LP | 703.942.6610 | Y | 72 | 72 | 9/27/2018 | 6/17/2019 | N |
| 29. | St James Terrace | Baltimore, MD | St. James Apartments LP | 703.942.6610 | Y | 151 | 151 | 7/20/2018 | 3/13/2019 | N |
| 30. | Chelmsford Wood Residences II | Chelmsford, MA | Chelmsford Wood Residences II LP | 703.942.6610 | Y | 58 | 58 | 7/6/2018 | 3/19/2019 | N |
| 31. | Parkside at Bethel | Clover, SC | Parkside at Bethel LP | 703.942.6610 | Y | 42 | 42 | 5/11/2018 | 2/25/2019 | N |
| 32. | Market Station | Thomasville, GA | Market Station Apartments, LP | 703.942.6610 | Y | 80 | 80 | 3/31/2018 | 10/3/2018 | N |
| 33. | Coady School Residences | Bourne, MA | Coady School Residences LP | 703.942.6610 | Y | 58 | 58 | 8/25/2017 | 5/8/2018 | N |
| 34. | Paige Woodson | Oklahoma City, OK | Paige Woodson Development LLC | 703.942.6610 | Y | 128 | 128 | 7/14/2017 | 11/26/2018 | N |
| 35. | Park Heights | Baltimore, MD | New Park Heights LLC | 703.942.6610 | Y | 100 | 100 | 6/30/2017 | 4/17/2018 | N |
| 36. | Residences at Government Center I | Fairfax, VA | Fairfax Corner Partners LLC | 703.942.6610 | Y | 150 | 150 | 2/28/2017 | 9/27/2017 | N |
| 37. | Residences at Government Center II | Fairfax, VA | Fairfax Corner Partners II LLC | 703.942.6610 | Y | 120 | 120 | 2/28/2017 | 10/19/2027 | N |
| 38. | Southfork | Camilla, GA | Southfork Apartments LP | 703.942.6610 | Y | 96 | 96 | 8/25/2016 | 3/14/2017 | N |
| 39. | Parkside at Boulevard | Orangeburg, SC | Parkside at Boulevard LP | 703.942.6610 | Y | 44 | 44 | 7/29/2016 | 1/27/2017 | N |
| 40. | Cypress Parc | New Orleans, LA | FBT Community Development Corp., LLC | 703.942.6610 | Y | 62 | 62 | 5/31/2016 | 3/10/2017 | N |
| 41. | Chelmsford Wood Residences | Chelmsford, MA | Chelmsford Wood Residences, LP | 703.942.6610 | Y | 58 | 58 | 2/26/2016 | 10/5/2016 | N |
| 42. | Eureka Heights | Ashburn, GA | Eureka Heights, LP | 703.942.6610 | Y | 56 | 56 | 6/30/2015 | 3/3/2016 | N |
| 43. | Tangi Village | Hammond, LA | Quick Blvd. Apartments LP | 703.942.6610 | Y | 61 | 61 | 11/30/2014 | 11/6/2015 | N |
| 44. | Simpkins School | Yarmouth, MA | Simpkins School Residences, LP | 703.942.6610 | Y | 65 | 58 | 9/29/2014 | 5/18/2015 | N |
| 45. | Ashley House | Valdosta, GA | Ashley House Apartments, LP | 703.942.6610 | Y | 61 | 61 | 11/30/2014 | 11/6/2015 | N |
| 46. | Elm Drive Senior Apartments | Baton Rouge, LA | Elm Drive Senior Apartments, LP | 703.942.6610 | Y | 60 | 60 | 5/1/2014 | 11/6/2015 | N |
| 47. | The Reserve at Sugar Mill | St. Marys, GA | Ashton Pines Apartments, LP | 703.942.6610 | Y | 70 | 70 | 10/26/2012 | 10/17/2013 | N |
| 48. | Griffin Heights | Tallahassee, FL | New Griffin Apartments, LP | 703.942.6610 | Y | 100 | 100 | 2/23/2012 | 10/17/2013 | N |
| 49. | Pine Meadow | Gainesville, FL | Pine Meadow Redevelopment, Ltd. | 703.942.6610 | Y | 78 | 78 | 12/7/2011 | 6/14/2013 | N |
| 50. | Sand Dunes | Panama City Beach, FL | Sand Dunes Redevelopment, Ltd. | 703.942.6610 | Y | 104 | 104 | 12/7/2011 | 6/14/2013 | N |
| 51. | Cypress Place | Marero, LA | 1500 Westwood, LP | 703.942.6610 | Y | 132 | 132 | 11/7/2011 | 11/8/2013 | N |
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| 53. | Lakeside | Columbia, SC | New Lakeside Apartments, LP | 703.942.6610 | Y | 110 | 109 | 12/2/2010 | 2/24/2011 | N |
| 54. | School Street Residences | Athol, MA | School Street Residences, LP | 703.942.6610 | Y | 50 | 50 | 12/1/2020 | 12/30/2011 | N |
| 55. | Fulton School | Weymouth, MA | Fulton School Residences, LP | 703.942.6610 | Y | 63 | 63 | 11/2/2009 | 12/31/2010 | N |
| 56. | Appian Way | North Charleston, SC | 8465 Patriot Boulevard, LP | 703.942.6610 | Y | 204 | 204 | 6/1/2009 | 6/12/2009 | N |
| 57. | Council Towers | Miami Beach, FL | EHDCC Council Towers LP | 703.942.6610 | Y | 250 | 250 | TBD | TBD | N |
| 58. | Parkside at Butter II | Mauldin, SC | Parkside at Butter II, LP | 703.942.6610 | Y | 80 | 80 | TBD | TBD | N |
| 59. | Clement Belle | Brunswick, GA | Clement Belle Farms, LP | 703.942.6610 | Y | 64 | 55 | TBD | TBD | N |
| 60. | Indigo at McLean Station A | Tysons Corner, VA | Somos Phase A, LLC | 703.942.6610 | Y | 231 | 231 | TBD | TBD | N |
| 61. | Indigo at McLean Station B | Tysons Corner, VA | Somos Phase B, LLC | 703.942.6610 | Y | 225 | 225 | TBD | TBD | N |
| 62. | Creekside | Alexandria, VA | Creekside Redevelopment Partners I, LLC | 703.942.6610 | Y | 220 | 220 | TBD | TBD | N |
| 63. | Creekside II | Alexandria, VA | Creekside Redevelopment Partners II, LLC | 703.942.6610 | Y | 99 | 99 | TBD | TBD | N |
| 64. | Henry T. Wing School Residences | Sandwich, MA | Stratford HTW I Investors LP | 703.942.6610 | Y | 38 | 34 | TBD | TBD | N |
| 65. | Christian Manor | West Palm Beach, FL | Christian Manor GP, LLC | 703.942.6610 | Y | 200 | 200 | TBD | TBD | N |
| | | | | | | 6175 | 6092 | | | |

* 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.

V. List of LIHTC Developments (Schedule A)

INSTRUCTIONS

1. A Schedule A is required for every individual that makes up the GP or Managing Member, except as follows:
 - For Principals organized as a corporation (public or private), nonprofit organization, or governmental entity, you are only required to list the names of any officers who are directly responsible to the Board of Directors (or equivalent) and any stockholder holding a 25% or more interest in said Principal.
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 - For 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: Commonwealth Lofts

Name of Applicant: Commonwealth Lofts 4, LLC

| | |
|-------------------|----------------------------------|
| Principals' Name: | F2018 SCG Platform Holdings, LLC |
|-------------------|----------------------------------|

[illegible]

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V. List of LIHTC Developments (Schedule A)

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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Development Name: Commonwealth Lofts

Name of Applicant: Commonwealth Lofts 4, LLC

| | |
|-------------------|--|
| Principals' Name: | F2018 Employee Participation Fund, LLC |
|-------------------|--|

[illegible]

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V. List of LIHTC Developments (Schedule A)

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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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: Commonwealth Lofts

Name of Applicant: Commonwealth Lofts 4, LLC

| | |
|-------------------|----------------------------------|
| Principals' Name: | F2020 SCG Platform Holdings, LLC |
|-------------------|----------------------------------|

[illegible]

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V. List of LIHTC Developments (Schedule A)

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

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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 at **Tab D**.

3. List only tax credit development experience for the past 15 years.

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Development Name: Commonwealth Lofts

Name of Applicant: Commonwealth Lofts 4, LLC

| | |
|--------------------------|--|
| Principals' Name: | F2020 SCG Employee Participation Fund, LLC |
|--------------------------|--|

[illegible]

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V. List of LIHTC Developments (Schedule A)

INSTRUCTIONS

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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: Commonwealth Lofts

Name of Applicant: Commonwealth Lofts 4, LLC

Principals' Name: Jason B. Duguay

| # | Development Name | Location | Ownership Entity | Ownership Entity Phone | CGP or "Named" Managing Member at the time of deal? | Total Development Units | Total Low Income Units | Placed in Service Date | 8609 Issued Date | Uncorrected 8823s? If Y, Explain at Tab D |
|-----|---------------------------------|---------------------|--|------------------------|---|-------------------------|------------------------|------------------------|------------------|---|
| 1. | Coyle School Residences | Taunton, MA | Coyle School Residences, LP | 703.942.6610 | Y | 50 | 45 | TBD | TBD | N |
| 2. | Ovata at Reedy Creek | Charlotte, NC | Ovata at Reedy Creek, LP | 703.942.6610 | Y | 78 | 78 | TBD | TBD | N |
| 3. | 500 Northside Station | Spartanburg, SC | Partans, LLC | 703.942.6610 | Y | 90 | 81 | 7/30/2021 | 9/1/2022 | N |
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| 5. | Silver Creek | Kensington, MD | Knowles Manor Senior Housing LLC | 703.942.6610 | Y | 94 | 94 | 12/28/2021 | 7/31/2023 | N |
| 6. | Parkside at Hickory Grove | Charlotte, NC | Parkside at Hickory Grove, LP | 703.942.6610 | Y | 80 | 80 | 10/1/2021 | 12/15/2022 | N |
| 7. | Ovation at Arrowbrook I | Herndon, VA | Arrowbrook Apartments I, LLC | 703.942.6610 | Y | 126 | 126 | 3/30/2023 | 1/29/2024 | N |
| 8. | Ovation at Arrowbrook II | Herndon, VA | Arrowbrook Apts II, LLC | 703.942.6610 | Y | 148 | 148 | 4/14/2023 | TBD | N |
| 9. | Oxford School Residences | Fairhaven, MA | Oxford School Residences LP | 703.942.6610 | Y | 52 | 45 | 6/13/2022 | 4/3/2023 | N |
| 10. | One University Family | Fairfax, VA | One University Family, LLC | 703.942.6610 | Y | 120 | 120 | 7/31/2024 | TBD | N |
| 11. | One University Senior | Fairfax, VA | One University Senior, LLC | 703.942.6610 | Y | 120 | 120 | 7/31/2024 | TBD | N |
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| 15. | South Street Senior | Frederick, MD | South Street Senior, LLC | 703.942.6610 | Y | 96 | 96 | 5/17/2024 | TBD | N |
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| 19. | Parkside at Butler II | Mauldin, SC | Parkside at Butler II, LP | 703.942.6610 | Y | 80 | 80 | TBD | TBD | N |
| 20. | Clement Belle | Brunswick, GA | Clement Belle Farms, LP | 703.942.6610 | Y | 64 | 55 | TBD | TBD | N |
| 21. | Indigo at McLean Station A | Tysons Corner, VA | Somos Phase A, LLC | 703.942.6610 | Y | 231 | 231 | TBD | TBD | N |
| 22. | Indigo at McLean Station B | Tysons Corner, VA | Somos Phase B, LLC | 703.942.6610 | Y | 225 | 225 | TBD | TBD | N |
| 23. | Creekside | Alexandria, VA | Creekside Redevelopment Partners I, LLC | 703.942.6610 | Y | 220 | 220 | TBD | TBD | N |
| 24. | Creekside II | Alexandria, VA | Creekside Redevelopment Partners II, LLC | 703.942.6610 | Y | 99 | 99 | TBD | TBD | N |
| 25. | Henry T. Wing School Residences | Sandwich, MA | Stratford HTW I Investors LP | 703.942.6610 | Y | 38 | 34 | TBD | TBD | N |
| 26. | Christian Manor | West Palm Beach, FL | Christian Manor GP, LLC | 703.942.6610 | Y | 200 | 200 | TBD | TBD | N |

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

Tab E:

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

Commonwealth Lofts 4, LLC

Purchase and Sale Agreement and Addenda

Please note that the original purchase price in the Purchase and Sale Agreement of \$3,760,000 was reduced to the modeled figure of \$2,538,000 pursuant to the Ninth Amendment to Real Property Purchase and Sale Agreement included herein.

REAL PROPERTY PURCHASE AND SALE AGREEMENT

THIS REAL PROPERTY PURCHASE AND SALE AGREEMENT (this "**Agreement**") by and between **CWC SHOPS LC**, a Virginia limited liability company ("**Seller**"), and **SCG DEVELOPMENT PARTNERS, LLC**, a Delaware limited liability company (together with its successors and permitted assigns, "**Purchaser**"), is entered into effective as of the date it is last executed by Seller and Purchaser (the "**Effective Date**").

RECITALS:

A. Seller is the owner of certain real property located in Loudoun County, Virginia.

B. Seller wishes to sell to Purchaser, and Purchaser wishes to purchase from Seller the Property as hereafter defined upon the terms, covenants and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties covenant and agree as follows:

1. **Sale of Property.** Subject to the terms and conditions hereinafter set forth, Seller agrees to sell, convey, and assign (to the extent assignable) to Purchaser, and Purchaser agrees to buy from Seller, that certain real property generally located at 20550 Heron Overlook Plaza, Ashburn, Loudoun County, Virginia, comprising approximately 5.42 acres, as depicted on **Exhibit A** attached hereto and made a part hereof (pursuant to **Section 5** hereof, together with all appurtenances, easements and privileges thereto belonging, including all right, title and interest of Seller in and to any easements, strips, gores, appurtenances, streets, alleys or ways adjoining such real property (collectively, the "**Property**").

2. **Definitions.** For purposes of this Agreement, the following terms are defined as hereinafter set forth:

"Closing" means the execution and delivery of the Transaction Documents (as hereinafter defined) and the payment of those funds required to be paid at the time and in the manner required herein for the purchase and sale of the Property.

"Closing Date" means the date on which Closing shall occur, as set forth in **Section 7** below.

"Environmental Law" means any federal, state or local statute, regulation or ordinance or any judicial or administrative decree or decision, now, or as of the Closing Date, existing, enacted, promulgated or issued, with respect to any "Hazardous Materials" (defined below). Without limiting the generality of the foregoing, the term shall encompass each of the following statutes, and regulations, including any state or local counterparts or equivalent, in each case, order, decrees, permits, licenses and deed restrictions now promulgated thereunder: (i) the Comprehensive Environmental Response, Compensation and Liability Act (codified in scattered sections of 26 U.S.C., 33 U.S.C., 42 U.S.C. and 42 U.S.C. Section 9601 et seq.) ("**CERCLA**"); (ii) the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.); (iii) the Hazardous Materials Transportation Act (49 U.S.C. Section 1801 et seq.); (iv) the Toxic Substances Control Act (15 U.S.C. Section 2061 et seq.); (v) the Clean Water Act (33 U.S.C. Section 1251 et seq.); (vi) the Clean Air Act (42 U.S.C. Section 7401 et seq.); (vii) the Safe Drinking Water Act (21 U.S.C. Section 349, 42 U.S.C. Section 201 and Section 300f et seq.); (viii) the National Environmental Policy Act (42 U.S.C. Section 4321 et seq.); (ix) the Superfund Amendments and Reauthorization Act of 1986 (codified in scattered sections of 10 U.S.C., 29 U.S.C., 33 U.S.C. and 42

U.S.C.); (x) Title III of the Superfund Amendment and Reauthorization Act (40 U.S.C. Section 1101 et seq.); and (xi) the Uranium Mill Tailings Radiation Control Act (42 U.S.C. Section 7901 et seq.).

"Hazardous Materials" means any solid, gaseous or liquid wastes (including hazardous wastes), regulated substances, pollutants or contaminants or terms of similar import, as such terms are defined in any Environmental Law, and shall include, without limitation, any petroleum or petroleum products or by-products, flammable explosives, radioactive materials, asbestos in any form, polychlorinated biphenyls and any other substance or material which has been determined by any governmental entity to be prohibited, limited or regulated by any Environmental Law.

"Purchase Price" means the total consideration to be paid by Purchaser to Seller for the Property, as calculated pursuant to Section 3.

"Purchaser's Intended Development" means an affordable housing facility with a total of approximately ninety-four (94) below-market rate rental units (each a **"Unit"** and together the **"Units"**), together with a combination of surface, tuck-under, and/or podium parking, acceptable to Purchaser in its sole discretion, but in any case, in accordance with what is approved as part of Seller's Approvals, as such term is defined in Section 10.B. below. A minimum of ten percent (10%) of the total Units will meet the Loudoun County requirement for ADU units at 50% AMI or below.

"Seller's Overall Development" means the development known as Commonwealth Center located in Ashburn, Loudoun County, Virginia, the maintenance and governance of which are within the purview of the Commonwealth Center Owners Association, Inc. (the **"Association"**).

"Transaction Documents" means this Agreement and all of the documents required or contemplated in connection with the Closing of the purchase and sale of the Property.

3. (a) **Purchase Price.** Based on the anticipated development of 94 units (each, a **"Unit"** and together, the **"Units"**) at \$40,000 per unit (the **"Unit Price"**), the total Purchase Price for the Property shall be an amount equal to **Three Million Seven Hundred and Sixty Thousand (\$3,760,000.00)** (the **"Purchase Price"**). Notwithstanding the foregoing, the Purchase Price shall be automatically adjusted at Closing by multiplying the Unit Price by the total number of Units approved for and applicable to Purchaser's Intended Development, but will not be less than \$3,200,000 based on Seller's Zoning Approval, as defined in Section 10.A. below, shall provide for a minimum of 80 Units approved for and applicable to Purchaser's Intended Development. Should Seller fail to deliver a minimum of 80 Units, Purchaser may elect to (i) terminate this Agreement and receive a return of the Earnest Money or (ii) waive Seller's obligation to provide 80 Units and the Purchase Price shall be adjusted to reflect the number of Units provided in accordance with this Section 3(a).

(b) Purchaser is also responsible for cash proffers related to the Units as well as non-cash proffers related to the Property. Seller will, as a courtesy but not an obligation hereunder, provide Purchaser with drafts and iterations of the proffer agreements and give Purchaser advanced notice of any meetings or conference calls related to such proffers with an opportunity to attend, however, Seller will ultimately have the authority to agree on the proffers, and Purchaser does not have any power to negotiate the terms of the proffers directly with the County. Seller anticipates the proffers will be finalized prior to the end of the Inspection Period. The Inspection Period will be extended until the proffer obligations and any related proffer allocation agreements, if applicable, are finalized and executed, but such extension will only permit the Purchaser to terminate this Agreement and receive its Earnest Money and Reimbursement Amount if the Purchaser reasonably determines the proffers will have a significant adverse effect on Purchaser's Intended Development. Seller is responsible for cash and non-cash proffers related to the Seller's Overall Development, as defined in Section 10.A. The draft Proffers in effect at the date of this

Agreement for the Property and Seller's Overall Development and which party is responsible are listed on **Exhibit B** hereto. At the agreement of the parties, Exhibit B may be modified once the Proffers are finalized.

(c) **Earnest Money.** The total amount of Earnest Money will be Two Hundred Thousand Dollars (\$200,000.00) payable as follows: On the date Purchaser executes and delivers this Agreement, Purchaser shall deposit the amount of Twenty Thousand and No/100 Dollars (\$20,000.00) as an initial deposit of Earnest Money (the "**Initial Deposit**") by wire transfer of immediately available funds with Commercial Title Group, 1320 Old Chain Bridge Rd. #210, McLean, VA 22101, 703-506-1520, Attn: Barbara Blitz, bblitz@bridgetrusttitle.com, as escrow agent, (the "**Title Company**"). Upon expiration of the Inspection Period, as such term is defined in **Section 9.A**, below, should Purchaser opt to continue with this Agreement, Purchaser shall deposit with the Title Company a second deposit of Twenty Thousand Dollars (\$20,000.00) (the "**Second Deposit**"), which will be combined with the Initial Deposit. Sixty Thousand Dollars (\$60,000.00) (the "**Third Deposit**") shall be deposited with the Title Company upon the later to occur of receipt of an award for (i) subordinate financing from Loudoun County for Purchaser's Intended Development in the amount and on terms acceptable to Purchaser in its sole discretion ("**Loudoun County Financing**"), and (ii) a reservation of 9% low-income housing tax credits from Virginia Housing Development Authority ("**Agency**") for Purchaser's Intended Development ("**Tax Credit Award**"). The remaining One Hundred Thousand Dollars (\$100,000.00) (the "**Fourth Deposit**") shall be deposited in an escrow account upon receipt of the Site Plan, at which point it shall be non-refundable subject to Seller performing its development obligations set forth in the Agreement. The Initial Deposit, the Second Deposit, the Third Deposit, and the Fourth Deposit shall be held in an interest-bearing account in a federally insured bank or savings institution reasonably acceptable to Seller and may be referred to, collectively with earned interest thereon as the "**Earnest Money**".

Provided no Seller default under this Agreement and subject to the other terms of this Agreement, (i) the Initial Deposit and Second Deposit shall become non-refundable to Purchaser upon the expiration of the Inspection Period, (ii) the Third Deposit shall become non-refundable to Purchaser upon approval of the Loudoun County Financing, and (iii) the Fourth Deposit shall be non-refundable to Purchaser upon receipt of the Site Plan. The Earnest Money shall be credited to Purchaser at the time of Closing or, upon the earlier termination of this Agreement, shall be disposed of by the Title Company as provided in this Agreement. At Closing, the remaining balance of the Purchase Price shall be paid to Seller by wire transfer of immediately available funds, subject to adjustments and prorations, as provided herein.

4. **Execution / Calculation of Time.**

A. **Execution.** 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 together shall constitute one and the same instrument. This Agreement shall become binding when one or more counterparts shall bear the respective signatures of all of the parties designated as signatories herein. If this Agreement shall be executed in counterparts, then upon the subsequent written request of any signatory, all parties shall join in the signing of one complete original instrument. An electronic copy of this Agreement evidencing any signatures shall be considered as an original for all purposes.

B. **Calculation of Time.** All references to days shall mean calendar days unless Business Days are specifically stated. "**Business Days**" shall mean Monday through Friday, and exclude legal Federal holidays. If any time period ends on a Saturday, Sunday, or legal Federal holiday, it shall instead be deemed to expire at the end of the next Business Day.

5. **Intentionally Left Blank.**

6. Evidence of Title.

A. Title Commitment. During the Inspection Period (as defined below), Purchaser shall, at Purchaser's sole cost and expense, obtain a title commitment (the "**Title Commitment**") from the Title Company (together with the underlying exception documents) with respect to the Property. If the Title Commitment discloses exceptions to title for the Property which are not acceptable to Purchaser in Purchaser's sole discretion (any such exception being referred to herein as an "**Title Objections**"), then Purchaser may notify Seller of any unacceptable items in writing prior to expiration of the Inspection Period ("**Purchaser Objection Letter**"). If Purchaser does not send the Purchaser Objection Letter, Purchaser shall be deemed to have accepted the state of title, subject to Seller's obligation to cure Monetary Liens. Within ten (10) days after receiving the Purchaser Objection Letter ("**Response Period**"), Seller shall notify Purchaser of Seller's election to (a) to cure some or all of such Title Objections, in which event Seller shall cure such objections promptly and at its expense, or (b) not to cure some or all of such Title Objections ("**Seller Response**"). If Seller does not send the Seller Response, Seller shall be deemed to have elected not to cure the Title Objections. If Seller is unable or unwilling to cure such Title Objections noted in the Purchaser Objection Letter or fails to provide the Seller Response within the Response Period, then Purchaser may terminate this Agreement by giving Seller written notice of such fact within ten (10) days of receipt of the Seller Response, in which event the Earnest Money shall be returned to Purchaser. If Purchaser does not reply to the Seller Response within such 10-day period, Purchaser shall be deemed to have opted to proceed to Closing and all Title Objections contained in the Purchaser Objection Letter, along with all other items shown on the Title Commitment (other than Monetary Liens) shall be deemed Permitted Title Exceptions. All matters affecting title to the Property and described in the Title Commitment that are not objected to by Purchaser prior to the expiration of the Inspection Period shall be deemed "**Permitted Title Exceptions**", with the exception of any deed of trust or mortgage loan or any other monetary lien encumbering the Property and any matters arising after the Date of this Agreement (collectively, "**Monetary Liens**"), which are hereby deemed to be unpermitted exceptions to title and are required to be cured by Seller at or prior to Closing in all instances. Seller hereby agrees to cause all other Monetary Liens and any and all matters first appearing of record following the Date of this Agreement (other than as a result of Purchaser's actions, requirements for the development of the Property as set forth on the Site Plan and other documents relating to and necessary for the development of the Property and Seller's Overall Development, the Limited Maintenance Area Agreement, any amendments to governing documents for Seller's Overall Development, and other items consented to by Purchaser) to be removed prior to Closing and hereby irrevocably authorizes the Escrow Agent to apply the Purchase Price to satisfy those Monetary Liens and other matters at Closing.

B. Title Policy. As a condition to Purchaser's obligation to close, the Title Company shall be committed to deliver to Purchaser at Closing an extended coverage Owner's Policy of Title Insurance (the "**Title Policy**"), issued by the Title Company as of the date and time of the recording of the Deed in the official records of Loudoun County, in the amount of the Purchase Price, insuring Purchaser as owner of good, marketable and indefeasible fee simple title to the Property, and subject only to the Permitted Exceptions. Seller shall execute at Closing an owner's affidavit (including a "gap" indemnification) in such form as the Title Company shall require for the issuance of the Title Policy in the form approved by Purchaser and committed by the Title Company prior to the expiration of the Inspection Period. The Title Policy may be delivered after Closing if that is customary in the locality; provided, however, as a condition to Purchaser's obligation to close, the Title Company shall deliver at Closing a "marked" title commitment based upon the Title Commitment approved by Purchaser in accordance with the terms and conditions of this Section 6 subject only to the Permitted Exceptions, failing which, Purchaser shall be entitled to terminate this Agreement, in which event the Earnest Money shall be paid to Purchaser and in the event of Seller's default, Purchaser may avail itself of the remedies provided in Section 12.

7. Closing Date and Procedure / Documents to be Provided.

A. Closing Date.

(1) The Closing will occur on the earlier of (i) thirty (30) days after satisfaction or waiver by the applicable party of Purchaser's Conditions Precedent and Seller's Conditions Precedent, as set forth in Sections 18 and 19 of this Agreement (the "Closing Date"), and (ii) November 30, 2025 (the "Outside Closing Date"). Purchaser may also extend the Closing Date by 90 days by depositing an additional non-refundable deposit of \$50,000 (the "Closing Extension Deposit"), which shall be nonrefundable in any circumstance and released immediately to Seller, but will be applicable to the Purchase Price. Such extension, however, may not extend past the Outside Closing Date.

(2) Closing shall occur at the offices of the Title Company, whether in person or by remote signature and authorization, or at such location mutually agreed upon in writing by the parties hereto. **The parties have been fully advised and agree that time is of the essence with respect to the Closing Date.**

B. Extensions Caused by Parcel Work. If Seller has not yet completed the Parcel Work (as defined in Section 10.C.) by the Outside Closing Date but all other Purchaser's Conditions Precedent to Closing have been satisfied, Purchaser may exercise any of the remedies set forth in Section 10.C. of this Agreement, including utilizing one or more of the Finished Parcel Closing Extensions (as defined in Section 10.C.), which are at no cost to Purchaser. For avoidance of confusion, if Purchaser utilizes one or more of the Finished Parcel Closing Extensions and Seller completes the Parcel Work, Purchaser shall not retain the right to utilize the Closing Date extension as set forth in Section 7.A.(1) above.

C. Closing Procedure.

(1) Seller. At Closing, if not previously delivered to Purchaser, Seller shall execute and deliver to Purchaser or the Title Company, as applicable, the following documents and instruments, in form and substance reasonably acceptable to Seller and Purchaser:

- (i) a fully executed special warranty deed (the "Deed"), in the form attached hereto as Exhibit C;
- (ii) an assignment, in a form and substance reasonably acceptable to Seller and Purchaser, of all of Seller's right, title and interest in all County and other governmental approvals or permits with respect to the Property, including, but not limited to re-zoning, proffers conditional use permits, site plan approvals, land disturbance permits and building permits, to the extent assignable by Seller;
- (iii) a fully executed certification as to Seller's non-foreign status ("FIRPTA Affidavit"), if applicable;
- (iv) Seller's affidavit as to debts, liens and parties in possession, in a form reasonably acceptable to the Title Company;
- (v) an executed and notarized Restrictive Covenant, as such term is defined in Section 20.O. below, to be recorded in the land records of Loudoun County prior to the recordation of the Deed; and

- (vi) any other documents reasonably required in connection with the transactions contemplated by this Agreement[, including without limitation the _____] or reasonably required by the Title Company regarding Seller's good standing and the authority and power of Seller to close.

(2) Purchaser. At Closing, Purchaser shall deliver to Seller the following:

- (i) the balance of the Purchase Price payable at Closing, as adjusted for prorations and taxes, in the manner required under Section 8 of this Agreement;
- (ii) any other documents reasonably required in connection with the transactions contemplated by this Agreement, or reasonably required by the Title Company.

(3) Seller and Purchaser. Seller and Purchaser shall, on the Closing Date, each execute, acknowledge (as appropriate) and deliver the following documents:

- (i) a closing statement summarizing the transaction; and
- (ii) any other affidavit, document or instrument required to be delivered by Seller or Purchaser pursuant to the terms of this Agreement.

8. Costs. At the time of Closing, Purchaser shall pay to Seller the total applicable Purchase Price for the Property, less prorations and adjustments in accordance with this Agreement. Real property taxes shall be prorated based on real property taxes for the current year, if known. If Closing occurs before the amount of current year's taxes or current year's assessment is fixed, the taxes shall be prorated based upon the tax rate and/or assessment for the immediately preceding year. Any proration based upon an estimate shall be readjusted upon request by either Party when the actual tax statement is received. In addition to the foregoing, if the applicable Property has been assessed for property tax purposes at such rates or with exemptions that would result in additional taxes and assessments for prior tax years or for the Closing tax year being assessed because of a change in land usage or ownership of the applicable Property attributable to Purchaser's acquisition of the applicable Property, Seller shall pay all such taxes and assessments when due. The foregoing covenants shall survive Closing.

A. Seller shall pay for the following items: (i) the cost of any endorsements which Seller may elect, at its option, to purchase to cure Purchaser's title or survey objections; (ii) the Grantor's Tax due on the Deed, the WMATA Capital Fee, and the Regional Congestion Relief Fee associated with the recordation of the Deed; (iii) the cost of curing any title or survey defect(s) which Seller has agreed, at its option except as provided for in Section 6, to cure, including the preparation and recordation of curative instruments, subject to Section 8.C; (iv) the cost of causing the discharge or release of any Monetary Liens; (v) one-half (1/2) of any escrow fees; and (vi) Seller's legal fees and expenses.

B. Purchaser shall pay for the following items: (i) the cost of all inspections, tests and studies undertaken by Purchaser in connection with its investigation; (ii) all costs related to any third party loan and any mortgages, including bank fees and title and closing costs related to loans; (iii) Purchaser's legal fees and expenses, (iv) any third party professional and consulting fees incurred at Purchaser's request; (v) the cost of the premiums due on the Title Policy and any endorsements excepting any endorsements which Seller may elect to purchase to cure Purchaser's title or survey objections, plus the full cost of the simultaneous rate

premium due on any mortgagee title insurance policy and endorsements; (vi) all title and search costs related thereto; (vii) the cost of any updated Survey, and any survey certification to any lender; (viii) one-half (1/2) of any escrow fees; and (ix) Grantee/Recordation costs and taxes related to recordation of the deed and any loan.

C. Except as provided in the foregoing subparagraphs A and B above, all other closing costs which are normally assessed in a transaction of this character in the county where the Property is located shall be shared by the parties in accordance with local custom and practice.

9. Purchaser's Inspection Period.

A. *Purchaser's Inspection.* Purchaser shall have a period commencing on the Effective Date and ending at 5:00 p.m. EST on the ninetieth (90th) day after the Effective Date (the "**Inspection Period**"), to inspect the Property at its sole cost and expense for physical condition and attributes and compliance with applicable laws, to perform an environmental audit of the Property, to review the suitability of the Property for any particular use, including without limitation the overall feasibility of developing Purchaser's Intended Development, and for any such other matters as Purchaser may deem significant. If Purchaser desires to do any environmental testing, invasive testing, sampling or drilling on the Property (other than as required for a Phase I environmental report and a standard geotechnical report), Purchaser shall do so only after notifying Seller and obtaining Seller's prior written consent thereto, which consent shall not be unreasonably delayed, conditioned, or withheld, but may be subject to such reasonable terms and conditions imposed by Seller in the conduct of such testing. Purchaser shall not permit any liens to attach to the Property by reason of the exercise of such rights set forth in this Section 9.A. Seller, following reasonable notice from Purchaser, shall provide Purchaser and its agents and consultants reasonable access to the Property, provided that in each such case Seller shall have the right, at its sole cost and expense, to have a representative of Seller present during the course of each such entry. During the course of any such entry Purchaser shall not cause, and shall not suffer or permit to occur, any damage or injury to the Property or any part thereof and if Purchaser does cause, suffer or permit any damage or injury to the Property, Purchaser shall, at its expense, promptly restore the Property to the condition it was in immediately prior to such injury or damage.

B. *Indemnification; Insurance.* Purchaser shall indemnify Seller from and against any and all damage to the Property resulting from any entry on the Property by Purchaser or any of its agents, contractors, consultants or other representatives, or any activities conducted by or through them, or any of them, during any such entry, together with all reasonable documented expenses incurred by Seller by reason thereof including, without limitation, reasonable attorneys' fees and disbursements, which obligation shall survive the Closing or the termination of this Agreement; provided, however, such indemnity shall not extend to mere discovery, or any repair or remediation of any existing conditions at the Property, except to the extent that such condition was, upon discovery, knowingly or negligently exacerbated by Purchaser. Purchaser shall procure and continue in force from and after the date Purchaser first enters the Property, and continuing throughout the term of this Agreement, Commercial General Liability Insurance, with limits of not less than Two Million Dollars (\$2,000,000) per occurrence for bodily or personal injury or death, and property damage insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence, each from an insurance company licensed to do business in the Commonwealth of Virginia. The certificate(s) of insurance shall name Seller as an additional insured on a primary, non-contributory basis.

C. *Diligence Documentation.* To assist Purchaser in its inspections of the Property, and to the extent in Seller's control or possession, Seller shall deliver to Purchaser, without representation or warranty as to the accuracy or completeness of the information contained therein, within ten (10) days after the Effective Date, the following: all existing title policies concerning the Property; any existing survey of the Property; all existing environmental reports (including all soil and geotechnical testings) prepared with respect to the Property during the five (5) year period preceding the Effective Date of this Agreement; all current plans (including but not limited to grading plans, site plans, and civil plans), plats, studies (including but not limited

to traffic studies and reports), engineering reports, zoning applications, permits, authorizations, specifications, and approvals pertaining to the ownership and/or operation of the Property; approvals and other intangible rights pertaining to the ownership and/or operation of the Property; all maintenance, property and operational contracts; all property owner's association documents to the extent not a matter of public record; and any other documents pertaining to the Property which would reasonably assist Purchaser in its inspection of the same to the extent in Seller's control or possession.¹ In the event the transaction contemplated by this Agreement does not close, Purchaser shall promptly return all such original documents to Seller and destroy all such electronic documents. The failure of Seller to deliver any of the foregoing documents shall not be a default hereunder, nor shall it extend the Inspection Period or the Closing Date.

D. *Purchaser's Termination Rights; Go-Forward Notice.* Purchaser's termination rights shall be as follows:

(i) **Prior to the Expiration of the Inspection Period.** Prior to the expiration of the Inspection Period, this Agreement may be terminated by Purchaser for any or no reason, which termination (if so elected), will be evidenced by either (a) written notice of termination from Purchaser to Seller, or (b) the expiration of the Inspection Period, provided that Purchaser has not, prior to such expiration, delivered its Go Forward Notice (as defined below). In the event of such termination notice or expiration, the Termination Covenants (as defined below) will apply. Purchaser's termination rights during the Inspection Period are not affected in any way if any of Seller's Approvals (defined in Section 10.C, below), in whatever form, are denied or granted during the Inspection Period. At the expiration of the Inspection Period, if Purchaser elects not to terminate this Agreement and to go forward with the transaction, such decision (if so elected) shall be evidenced by written notice from Purchaser to Seller of its election to go forward with the transaction contemplated by this Agreement (the "**Go Forward Notice**"), whereupon this Agreement shall continue in full force and effect, such that Purchaser shall have no further right to terminate this Agreement pursuant this Section 9.D(i), Purchaser shall deposit the Second Deposit with the Title Company if not already deposited, the Earnest Money shall become non-refundable to Purchaser except as may be expressly set forth herein, and the parties shall proceed to Closing pursuant to the terms of this Agreement. Notwithstanding the foregoing, Purchaser shall retain its other termination rights as set forth in this Agreement, in which instances the Title Company shall disburse the Earnest Money in accordance with the terms of this Agreement.

(ii) **After the Expiration of the Inspection Period.** If Purchaser does not terminate this Agreement and instead delivers its Go Forward Notice on or prior to the expiration of the Inspection Period, Purchaser may terminate this Agreement and the Earnest Money shall be returned to Purchaser after the expiration of the Inspection Period only if Purchaser elects to terminate this Agreement (i) in the event of a Seller default, or (ii) as set forth under Section 10.C, or failure of an uncured condition precedent in Section 18, or as otherwise set forth in this Agreement.

Such termination (if so elected), will be evidenced by written notice of termination from Purchaser to Seller. In the event of such termination notice, the Termination Covenants will apply.

(iii) **Termination Covenants.** If this Agreement is terminated by Purchaser (or is deemed terminated by Purchaser) pursuant to the termination rights set forth in this Section 9.D, (a) this Agreement shall be of no further force and effect, except for any provision which by its terms survives the termination of this Agreement, (b) the Title Company shall immediately return any previously posted portion of the Earnest Money to Purchaser, and (c) Purchaser shall provide to Seller, within ten (10) days after termination, electronic copies of all reports and other documentation resulting from Purchaser's inspections,

¹ Property is subject to the CWC Association plus a Limited Maintenance Area for Phase V (Popeye's, Silver Diner, CVS).

excepting therefrom any privileged or confidential information or attorney work product (collectively, the "**Termination Covenants**").

E. *Architectural Approval.* Purchaser's building architecture will be subject to the approval of the Design Review Committee (the "**DRC**") of the Association. The Association's evaluation of all plans submitted hereunder will be reviewed in connection with existing design guidelines in use at the Seller's Overall Development as well as the procedures set forth in Chapter 4 of the Declaration of Covenants, Conditions, and Restrictions for Commonwealth Center, as amended.

10. **Development Requirements.**

A. *Seller's Zoning Approvals.* Seller shall work to obtain, at its sole expense, the necessary zoning approvals for the Property, which include approval (and expiration of all applicable appeal periods) for (i) a Proffer Statement, (ii) a Zoning Map Amendment (ZMAP-2022-0016), and (iii) Zoning Modifications (ZMOD-2022-0057, ZMOD 2022-0058, ZMOD-2022-0059, ZMOD-2022-0061 & ZMOD 2022-0062) (collectively, "**Seller's Zoning Approvals**"). Purchaser shall cooperate in good faith as reasonably necessary during Seller's pursuit of Seller's Zoning Approvals. The parties acknowledge that Seller's Zoning Approvals are expected to be delivered by September 30, 2023, but no later than November 30, 2023.

B. *Site Plan.*

(i) Seller shall obtain for Purchaser a final site plan ("**Site Plan**") for the Property in conformance with the Seller's Zoning Approvals for Purchaser's Intended Development at Purchaser's cost. Seller's Zoning Approvals and the Site Plan shall be referred to collectively herein as "**Seller's Approvals**". Seller's Approvals shall include the improvements necessary to deliver the Finished Parcel to Purchaser (as more specifically defined in **Section 10.C**, below). Purchaser shall cooperate in good faith as reasonably necessary during Seller's pursuit of Seller's Approvals. The Site Plan shall include infrastructure and the site improvements on the Property and the building to be located thereon. Each party shall cooperate with the other as reasonably necessary during the pursuit of Seller's Approvals and work to meet such certain development milestones in the time periods as set forth on **Exhibit D** (the "**Development Milestones**"). Notwithstanding the foregoing, should Seller fail to pursue the Site Plan, Purchaser reserves the right to pursue the same in accordance with the Development Milestones. Any such documented costs incurred by Purchaser will reduce the Reimbursed Amount.

(ii) *Reimbursement to Seller.* Purchaser agrees to reimburse half of Seller's cost of obtaining the Site Plan (the "**Reimbursed Amount**"), currently anticipated to be two Hundred and Thirty Thousand Dollars (\$230,000.00). Within thirty (30) days of the expiration of any applicable appeal periods following Seller's Zoning Approvals, Purchaser shall deposit the Reimbursed Amount into an escrow account with the Title Company, which may be drawn upon by Seller to fund the cost of the Site Plan and which will be non-refundable to the Purchaser except for a default not cured by Seller hereunder and Purchaser terminates this Agreement due to Seller's uncured default.

(iii) *Bonding.* Seller shall be responsible for placing the initial bonds, permits, and escrows (collectively, the "**Bonds**") with Loudoun County required for completion of the Parcel Work set forth in the Site Plan. Upon completion of the Parcel Work and within sixty (60) days after Closing, Purchaser shall be responsible for replacing Bonds posted by Seller, and Seller shall be relieved of any further obligations with respect to the Bonds required under the Site Plan.

C. *Parcel Work.* As a condition precedent to Purchaser's obligation to close this transaction, prior to Closing, Seller, at its sole cost, shall complete the following items on the Property (items

1-6 below are collectively referred to herein as the "**Parcel Work**"), which shall be subject to inspection by the Purchaser, its lenders and investors, and their third parties and agents with reasonable review for acceptance:

- (1) Grade the site and provide a certified building pad pursuant to the intermediate grading plan prepared by Purchaser and provided to Seller.
- (2) Erosion and siltation controls, clearing and rough grading the Property.
- (3) Provide a storm drain connection to the boundary of the Property. Stormwater management quality and quantity, if required, within the boundary of the Property shall be installed by the Purchaser, per the Site Plan.
- (4) Provide the water and sewer connections to the boundary of the Property.
- (5) Install the second water connection to the Commonwealth Phase V site, if required, under the Site Plan and under the rezoning to permit residential uses at the property.
- (6) Provide conduit for dry utilities to the boundary of the property.
- (7) Deliver the Property free of any title defects and any environmental contamination.

The Property containing the Parcel Work shall be referred to herein as the "**Finished Parcel**". Seller shall provide notice to Purchaser no later than September 30, 2025 if Seller does not anticipate being able to complete the Parcel Work by at least 10 days prior to the Outside Closing Date. The division of responsibilities with respect to the development work is attached hereto and incorporated herein as **Exhibit E**. If all other Purchaser's Conditions Precedent have been obtained, but Seller's obligations as to the Finished Parcel remain incomplete as of the Outside Closing Date, then Purchaser shall, at its sole option, exercise the following options: (i) Purchaser may elect to waive such condition precedent and the parties shall proceed to Closing upon written notice from Purchaser to Seller of such election, or (ii) extend the Closing Date, at no cost to Purchaser, for up to two (2) additional periods of sixty (60) days each by notifying Seller in writing of such extension (each, a "**Finished Parcel Closing Extension**"), and if after two (2) Finished Parcel Closing Extensions have passed, and Seller's obligations as to the Finished Parcel still remain incomplete, then Purchaser may, at its sole option, exercise the following options: (x) Purchaser may terminate this Agreement and receive a return of the Earnest Money, the Reimbursed Amount, and the Closing Extension Payment, (y) Purchaser may elect to waive such unfinished Seller's obligation(s) as to the Finished Parcel as a Purchaser's Conditions Precedent and the parties shall proceed to Closing upon written notice from Purchaser to Seller of such election, which notice shall specify whether Seller's obligations as to the Finished Parcel shall become (i) a post-Closing obligation of Seller, or (ii) Purchaser may perform the Parcel Work itself post-Closing, and in either case of (i) and (ii), such post-Closing obligations shall be detailed in a construction escrow agreement for an amount equal to 110% of estimated completion costs (based upon a contractor's guaranteed maximum price proposal prepared by a reputable contractor selected by the project engineer that is located in the same market area as the Property and is capable of completing the work), any reasonable costs of assigning the applicable construction contracts, and administrative costs incurred by Purchaser, all of which will be funded by Seller at Closing and drawn down by the party performing the work, the form of which construction escrow agreement shall be agreed upon by Seller and Purchaser prior to the Closing (the "**Construction Escrow Agreement**"). Upon completion of the Parcel Work and confirmation of all outstanding amounts paid and potential mechanic's liens released, as confirmed in Purchaser's reasonable discretion, any funds remaining in escrow shall be promptly returned to Seller. For avoidance of confusion, in the event that the Parcel Work is not complete after exercise of the final Finished Parcel Closing Extension, Purchaser retains the right to exercise options (x) or (y) above.

D. *Financing Contingencies.* Purchaser shall submit an application for subordinate financing to Loudoun County on or before October 15, 2023 (or within 60 days of the County accepting new applications if such date is on or after October 15, 2023). The award for the subordinate financing is anticipated to be made in 90 days following application submission. Purchaser may terminate this Agreement and receive

a return of the Earnest Money and Reimbursed Amount, if paid, if it has not been approved for subordinate financing by Loudoun County by December 31, 2024 (as may be extended day-for-day by the number of days after October 1, 2024, that Loudoun County accepts new applications). Seller's obligation to pursue the Site Plan and deliver the Parcel Work will not be effective until this contingency has been satisfied.

Further, in the event that Purchaser has not terminated this Agreement pursuant to its terms, Purchaser shall submit a tax credit reservation application to the Agency for an allocation of 2024 9% low-income housing tax credits for the Development on or before the application deadline (estimated to be on or about March 14, 2024). Purchaser may terminate this Agreement and receive a return of the Earnest Money and Reimbursed Amount, if paid, if it has not received the Tax Credit Award by July 1, 2024.

E. *Cooperation.* All obligations of Purchaser and/or Seller pursuant to this Section 10 shall be pursued diligently and in good faith by the responsible party. Purchaser and Seller shall cooperate in good faith as reasonably necessary in pursuit of all development requirements.

11. Duties and Rights of Title Company.

A. The Title Company is hereby authorized and agrees by acceptance hereof, to hold all monies paid as Earnest Money in escrow and to disburse the same in accordance with the terms and conditions of this Agreement.

B. In the event of doubt as to its duties or liabilities under the provisions of this Agreement, the Title Company shall have the right to withhold payment of the monies which are the subject of this escrow until the parties mutually agree in writing to the disbursement thereof, or until a judgment of a court of competent jurisdiction shall determine the rights of the parties thereto, or the Title Company may deposit all monies then held pursuant to this Agreement with the Clerk of the Circuit Court of the county in which the Property lies, and upon notifying all parties concerned of such action, all liability on the part of the Title Company shall fully terminate. Purchaser and Seller agree that the Title Company shall not be liable to any party or person whatsoever for misdelivery to Purchaser or to Seller of money subject to this escrow, unless such misdelivery shall be due to the negligence or a willful breach of the Title Company's duties under this Agreement or fraudulent conduct by the Title Company.

12. Default and Notice to Cure.

A. Other than a default for a failure to pay the Purchase Price, if Purchaser shall default in the performance of any of its material obligations hereunder on or prior to the Closing Date and does not cure the same within the timeframes set forth herein and if none is stated, within 30 days, Seller, as its sole and exclusive remedy, shall have the right to terminate this Agreement and receive the Earnest Money, the Reimbursed Amount and the Closing Extension Payment (if paid, or if due but unpaid as required hereby) as agreed upon liquidated damages, whereupon neither party hereto shall have any further obligations hereunder except for those that are expressly provided in this Agreement to survive the termination hereof. Purchaser and Seller hereby agree that actual damages would be difficult or impossible to ascertain and that the amount of the Earnest Money, the Reimbursed Amount and the Closing Extension Payment is a reasonable estimate of the damages for such default.

B. If Seller defaults in any of its material obligations to be performed hereunder on or prior to the Closing Date and, except as set forth in Section 10.C. above, does not cure the same within the timeframes set forth herein and if none is stated, within 30 days, Purchaser shall have the right to either (i) receive a return of the Earnest Money, the Reimbursed Amount and the Closing Extension Payment or (ii) seek specific performance of Seller's obligation to convey the Property hereunder (it being expressly acknowledged that the remedy of specific performance is an appropriate remedy in the event of a default by Seller under this

Agreement and shall survive the termination of this Agreement); notwithstanding the foregoing, however, if for any reason specific performance of this Agreement is unavailable to Purchaser as a remedy for Seller's breach by reason of Seller's sale of the Property to a bona fide third party purchaser for value, then Purchaser shall have the right to bring suit for damages against Seller including reimbursement of all reasonable, out-of-pocket costs incurred by Purchaser, and to pursue any other remedies available at law. Upon such return and delivery of the Earnest Money, the Reimbursed Amount and the Closing Extension Payment in accordance with clause (i) above, this Agreement shall terminate and neither party hereto shall have any further obligations hereunder except for those that are expressly provided in this Agreement to survive the termination hereof.

C. In the event any party breaches the terms and provisions of this Agreement, the non-defaulting party shall not exercise any remedies for such breach unless the non-defaulting party has notified the defaulting party in writing of the breach and demanded compliance with this Agreement. Except as set forth in Section 10.C, above, the party who has breached this Agreement shall remedy its breach within one (1) day if the default is failure of the defaulting party to close, or within fifteen (15) days of receipt of written notice thereof as to any other default unless a different time or remedy is specified herein as to such obligation. If a cure is not completed after notice and within the allowed cure period, a non-defaulting party may declare a breaching party in default and may exercise its remedies as provided in this Agreement.

D. In connection with any litigation arising out of the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to recover from the other, all costs incurred, including reasonable attorneys' fees, including without limitation fees and costs incurred in trial and appellate proceedings.

E. In the event of any litigation or claim arising under this Agreement, neither party is entitled to pursue or receive consequential, speculative, punitive, or exemplary damages, nor lost profits, each party hereto being permitted to pursue and be awarded their actual damages only.

F. The provisions of this Section 12 shall survive the termination of this Agreement.

13. Casualty/Condemnation. If, prior to the Closing Date, any material part of the Property is damaged, destroyed, or taken (other than a temporary taking), or if Seller shall receive an official notice from any governmental authority having eminent domain power over the Property of its intention to take, by eminent domain proceeding, any material part of the Property (each, a "Taking"), then Purchaser shall have the option, exercisable within thirty (30) days after receipt of notice and documentation of such Taking, to terminate this Agreement by delivering written notice thereof to Seller, whereupon the Earnest Money, the Reimbursed Amount, but not the Closing Extension Payment, shall be returned to Purchaser and this Agreement shall thereafter be deemed canceled and of no further force or effect, and neither party shall have any further rights or liabilities against or to the other, except pursuant to the provisions of this Agreement which are expressly provided to survive the termination hereof. If a Taking shall occur and Purchaser shall not have timely elected to terminate this Agreement, then Purchaser and Seller shall consummate this transaction in accordance with this Agreement, without any abatement of the Purchase Price or any liability or obligation on the part of Seller by reason of such Taking, provided, however, that Seller shall, on the Closing Date, assign and remit to Purchaser, and Purchaser shall be entitled to receive and keep, the proceeds of any insurance policy, award, or other payment arising from such Taking which may have been collected by Seller as a result of such Taking, or if no award or other proceeds shall have been collected, deliver to Purchaser an assignment of Seller's right to any such proceeds, award, or other payment which may be payable to Seller as a result of such Taking.

14. Notices. All notices, requests and demands to be made hereunder to the parties hereto shall be in writing (at the addresses set forth below) and shall be given by any of the following means: (a) personal delivery (including, without limitation, overnight delivery, courier or messenger services); (b) registered or

certified, first-class United States mail, postage prepaid, return receipt requested; or (c) email delivery with notice attached in .PDF format, with delivery receipt requested, coupled with another form of delivery as contemplated by this provision. Such addresses may be changed by notice to the other parties given in the same manner as provided above. Any notice, demand or request sent (x) pursuant to subsection (a) shall be deemed received upon such personal delivery, (y) pursuant to subsection (b) shall be deemed received upon receipt or refusal of delivery, and (z) pursuant to subsection (c) shall be deemed received upon receipt of email delivery confirmation, so long as another means of notice is sent on the same day, unless such additional means of notice is waived by the receiving party. Notices given by counsel for a party to this Agreement shall be deemed to be notice for all purposes under this Agreement provided that such notice complies with all of other the requirements of this Agreement. The parties hereto shall be responsible for notifying each other of any change of address. No notice sent under subsections (a) and (b) will be effective unless a copy is also sent to the recipient by email, including to all copy addresses set forth below, as the same may be amended.

If to Seller:

CWC Shops LC
12500 Fair Lakes Circle, Suite 400
Fairfax, VA 22033
Telephone: 703-631-7528
Attn: Stuart S. Prince
Email: sprince@petersoncos.com

With copy to:

The Peterson Companies
12500 Fair Lakes Circle, Suite 400
Fairfax, VA 22033
Telephone: 703-631-7598
Attn: Bryan Lytton
Email: bltton@petersoncos.com and notices@petersoncos.com

If to Purchaser:

SCG Development Partners, LLC
8245 Boone Blvd, Suite 640
Tysons Corner, Virginia 22182
Attention: Stephen P. Wilson, President
Telephone: (703) 926-3404
Email: SPW@scgdevelopment.com

With a copy to:

Williams Mullen
200 South 10th Street, 16th Floor
Richmond, Virginia 23219
Attention: Allison T. Domson
Telephone: (804) 420-6915
Email: adomson@williamsmullen.com

If to Title Company:

Commercial Title Group, Inc.
Attention: Barbara Blitz
1320 Old Chain Bridge Road, Suite 210
McLean, VA 22101
Telephone: 703/506-1520
Facsimile: 888/243-0794
E-mail: bblitz@BridgeTrustTitle.com

15. Covenants; Preclosing Rights and Obligations of Seller.

A. From the Effective Date of this Agreement until the Closing Date, Seller shall:

- (1) not record or consent to the recording of new instruments affecting the Property except the Restrictive Covenant and those that are (i) necessary for Seller to obtain Seller's Approvals; (ii) necessary regarding other surrounding property owned by Seller, provided, that such instruments do not materially and adversely impact the Property; (iii) necessary for Seller to complete the Parcel Work; and (iv) necessary for the rezoning and site plan for the Property. Except for the foregoing, and except as may be provided elsewhere in this Agreement, Seller shall not record or consent to the recording of any new instruments affecting the Property without first providing such documents to Purchaser for review and approval, which approval shall not be unreasonably withheld, conditioned or delayed.
- (2) notify Purchaser of any material changes discovered by Seller to the representations or warranties made by Seller;
- (3) not apply for or otherwise attempt to effectuate any rezoning of the Property unless Purchaser has previously consented in writing and except as provided in this Agreement;
- (4) not enter into any lease, license or other agreement for occupancy of the Property, unless Purchaser has previously consented in writing;
- (5) not enter into any service contracts which are specific only to the Property which survive Closing, unless Purchaser has previously consented in writing; and
- (6) provide Purchaser, together with a reasonable amount of time to review in advance, all applications and submissions to governmental authorities by Seller that may materially or adversely impact the Property or Purchaser's Intended Development.

B. Unless specifically provided otherwise herein, whenever in this Agreement a party is required to obtain the other party's approval with respect to any item described herein, the approving party shall, within ten (10) days after receipt of request therefor, notify the requesting party of its approval or disapproval of same and, if the approving party fails to notify the requesting party of its disapproval within said ten (10) day period, the approving party shall be deemed to have approved same, provided that the request for

approval included the following legend in bold and all capital type at the top: **"THE ATTACHED IS SUBMITTED FOR APPROVAL PURSUANT TO THE REAL PROPERTY PURCHASE AND SALE AGREEMENT, AND IS DEEMED APPROVED IF THE RECIPIENT DOES NOT RESPOND WITHIN TEN (10) DAYS AFTER RECEIPT OF REQUEST THEREFOR"**.

16. Warranties, Representations and Disclosures of Seller. Seller makes the following warranties, representations and disclosures to Purchaser, which representations and disclosures shall be true on the Effective Date and shall also be true at the time of Closing:

A. Organization. Seller is a limited liability company duly organized, validly existing and in good standing under the laws of the Commonwealth of Virginia, is authorized to do business in Virginia, and has all requisite power and authority to execute and deliver this Agreement.

B. Authorization and Validity. The execution, delivery and performance of this Agreement and the consummation of the transaction contemplated hereby by Seller have been duly authorized and approved by all necessary company action. This Agreement, when executed, will constitute the valid and binding obligation of Seller, enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws and subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

C. Condemnation. Seller has not received written notice of any pending or threatened condemnation or similar proceeding affecting the Property, nor does Seller have knowledge that any such action is presently contemplated.

D. Development Rights. Seller has not transferred any development rights with respect to the Property. To the best of Seller's knowledge, there are no mechanics' or construction liens against the Property and no claims for labor, services, profit or material furnished for constructing, repairing or improving the same, the satisfaction of which could not be accomplished out of the proceeds of Closing.

E. Option Rights. Seller has not granted any person, firm, corporation or entity (other than Purchaser) any right or option to acquire the Property or any portion thereof and, to the best of Seller's knowledge, no person, firm, corporation or entity (other than Purchaser) will obtain such right or option as a result of the execution of this Agreement.

F. Litigation. Seller knows of no judgments, orders or decrees of any kind against Seller or the Property unpaid or unsatisfied of record, or any legal action, suit or other legal or administrative proceeding pending before any court or administrative agency which would or could adversely affect the Property, nor is Seller aware of any threatened legal action, suit or other legal or administrative proceeding relating to the Property, or any state of facts which might result in any such action, suit or other legal or any proceeding.

G. Real Estate Taxes. There is not currently in place any real estate tax abatement, reduction or deferral program with respect to the Property.

H. Seller's Use of Hazardous Materials. Seller has not used the Property for the handling, storage, manufacturing, refining, transportation or disposal of any Hazardous Materials in violation of any Environmental Law or the regulations adopted and publications promulgated pursuant thereto.

I. Cash Proffers and Utility Fees. To Seller's knowledge, except as set forth in existing, draft or final requirements such as proffers and other conditions in connection with the Seller's Approvals, there are no existing and outstanding obligations to pay any capital charges, impact, availability, connection or

development fees imposed by any governmental or quasi-governmental authority, or any public or private utility relating to the Property and/or to the development thereof, and Purchaser shall only be responsible for cash proffers and utility availability, connection and meter fees that serve its Property in the future.

J. Parties in Possession. Other than Seller, there are no parties in possession of any portion of the Property as lessees, or tenants at sufferance.

It shall be a condition precedent to Purchaser's obligation to close hereunder that the representations and warranties of Seller set forth in this Agreement will be true in all material respects on the Closing Date. Should Purchaser or Seller determine prior to the Closing that any representation or warranty set forth herein is inaccurate in a material way, then the discovering party shall promptly provide written notice to the other party of such inaccuracy, and if Seller does not otherwise elect to cure such inaccuracy within thirty (30) days of notice from Purchaser or discovery by Seller, as the case may be, then provided that Seller is unable or unwilling to cure such inaccuracy, Purchaser shall have the option of either waiving any claim against Seller by virtue of such inaccuracy and proceeding to Closing without any adjustment to the Purchase Price, or Purchaser may terminate this Agreement, by written notice to Seller within ten (10) days following written notice from Seller that Seller cannot or will not cure any inaccuracy, whereupon this Agreement and all rights and obligations of the parties hereunder shall thereupon cease and be deemed null and void, except for any provision which by its terms survives the termination of this Agreement. In the event of such a termination by Purchaser pursuant to this Section 16, the Earnest Money and the Reimbursed Amount, but not the Closing Extension Payment, shall be immediately returned to Purchaser. In addition, but subject to the next paragraph, the representations and warranties of Seller set forth herein shall survive for twelve (12) months after the Closing Date (the "Survival Period"), and should Purchaser not learn until after the Closing that any representation or warranty set forth herein is inaccurate in a material way, then any cause of action by Purchaser for such a breach must be filed, if at all, prior to the end of the Survival Period. At the end of the Survival Period, Seller's representations and warranties (and any cause of action resulting from a breach thereof not then in litigation) shall terminate.

K. Known Matters. If, prior to the Closing, Purchaser receives actual written notice of information (from whatever source, including, without limitation, as a result of Purchaser's due diligence tests, investigations and inspections of the Property, or written notice by Seller or its agents or employees) that contradicts any of Seller's representations and warranties, or renders any of Seller's representations, warranties or covenants untrue or incorrect, such information shall be referred to as "Known Matters" and if Purchaser, with said knowledge, nevertheless elects to proceed beyond the Inspection Period or elects to consummate the Closing contemplated by this Agreement, then Seller shall not be liable to Purchaser to the extent of any claims or damages arising as a result of the Known Matters. Notwithstanding the foregoing, Seller's obligations, including but not limited to the obligation to promptly provide written notice to Purchaser of the discovery of an inaccuracy of a Seller representation or warranty, and Purchaser's remedies as otherwise set forth in this Agreement, shall remain in full force and effect.

17. Warranties and Representations of Purchaser. Purchaser hereby makes the following warranties and representations to Seller, which warranties and representations shall be true on the Effective Date and shall also be true at the time of Closing.

A. Organization. Purchaser is a limited liability company, duly formed and validly existing and in good standing under the laws of the Delaware and is authorized to do business in Virginia, and has all requisite power and authority to execute and deliver this Agreement.

B. Authorization and Validity. The execution, delivery and performance of this Agreement and the consummation of the transaction contemplated herein by Purchaser have been duly authorized and approved by all necessary company action. This Agreement, when executed, will constitute the

valid and binding obligation of Purchaser, enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws and subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

It shall be a condition precedent to Seller's obligation to close hereunder that the representations and warranties of Purchaser set forth in this Agreement will be true in all material respects on the Closing Date. Should Seller or Purchaser determine prior to the Closing Date that any representation or warranty set forth herein is inaccurate in a material way, then the discovering party shall promptly provide written notice to the other party of such inaccuracy, and if Purchaser does not otherwise elect to cure such inaccuracy within thirty (30) days of notice from Seller or discovery by Purchaser, as the case may be, Seller shall have the option of either waiving any claim against Purchaser by virtue of such inaccuracy and proceeding to Closing without any adjustment to the Purchase Price, or Seller may terminate this Agreement, by written notice to Purchaser within ten (10) days following written notice from Purchaser that Purchaser cannot or will not cure any inaccuracy, whereupon Purchaser shall be deemed in default hereunder and, provided no Seller default hereunder, the Title Company shall deliver to Seller the Earnest Money, the Reimbursed Amount and the Closing Extension Payment as agreed upon liquidated damages, and this Agreement and all rights and obligations of the parties hereunder shall thereupon cease and be deemed null and void, except for any provision which by its terms survives the termination of this Agreement. In addition, the representations and warranties of Purchaser set forth herein shall survive until the end of the Survival Period, and should Seller not learn until after Closing that any representation or warranty set forth herein is inaccurate in a material way, then any cause of action by Seller for such a breach must be filed, if at all, prior to the end of the Survival Period. At the end of the Survival Period, Purchaser's representations and warranties (and any cause of action resulting from a breach thereof not then in litigation) shall terminate.

18. Purchaser's Conditions Precedent. The following are conditions precedent to Purchaser's obligations to close this transaction (collectively, "Purchaser's Conditions Precedent"):

A. Marketable Title. Seller's delivery of good, marketable and insurable fee simple title to the Property subject only to the Permitted Title Exceptions as provided in Section 6 above. The Property will be a valid separate legal parcel created pursuant to the recordation of a subdivision plat among the Land Records of the County.

B. Document Delivery. Seller shall have executed and delivered to Purchaser and the Title Company all of the documents reasonably required of Seller under this Agreement, including, but not limited to, the Deed, Seller's affidavit, the FIRPTA Affidavit, in such form and substance as reasonably acceptable to Purchaser and the Title Company, and any other documents expressly required hereunder.

C. Performance of Covenants. Seller shall have performed all of its material covenants, agreements and obligations under this Agreement.

D. Truth of Representations and Warranties. All of Seller's representations and warranties set forth in Section 16 of this Agreement shall be true and correct in all material respects as though first made as of the Closing Date.

E. Environmental Condition. There shall be no material change in the environmental condition of the Property between the expiration of the Inspection Period and the Closing Date which is of the nature that would be disclosed in a Phase One Environmental Study.

F. Litigation. At Closing, there shall be no litigation pending or threatened, seeking (i) to enjoin the consummation of the sale and purchase hereunder, (ii) to recover title to the Property, or any part thereof or any interest therein, (iii) to increase substantially ad valorem taxes theretofore or thereafter assessed against the Property, or (iv) to enjoin the violation of any law, rule, regulation, restrictive covenant or zoning ordinance that may be applicable to the Property.

G. Seller Development Requirements. Seller shall have obtained Seller's Approvals and timely delivered the Finished Parcel with all Parcel Work complete, subject to Purchaser's option set forth in Section 10.C. Seller's obligation to complete item (6) in Section 10.C shall be a post-closing obligation and will not be a Purchaser's Condition Precedent nor will it permit Purchaser to elect any options set forth in Section 10.C.

H. Construction Escrow Agreement. If applicable, prior to Closing, as may be extended hereunder, the parties shall have agreed to the form of Construction Escrow Agreement.

Seller shall proceed with diligence and shall make best efforts in good faith to fulfill its obligations in a prompt and timely manner in order to avoid any delay in proceeding with the Closing. With respect to Purchaser's Conditions Precedent which require the cooperation or subsequent action of Seller, Seller shall undertake such cooperation or action in good faith at no cost to Seller except as otherwise required by the terms of this Agreement. If, notwithstanding Seller's diligent, continuous, good faith effort, all of the foregoing Purchaser's Conditions Precedent are not satisfied on or before the Closing Date, Seller shall have such reasonable time as may be required to cure the failed condition, so long as Seller is working diligently and in good faith to do so, up to a period of one hundred twenty (120) days (but subject to Section 10.C). If after the cure period set forth in this paragraph or, if applicable, elsewhere in this Agreement, the failed condition has not been cured or satisfied, and Purchaser is not in default hereunder, in addition to and/or subject to the remedies set forth in Section 7.A.(1), Section 7.B., and Section 10.C, as applicable, Purchaser shall have the right and option to (i) waive any such unsatisfied condition precedent and close this Agreement in accordance with its terms without any adjustment to the Purchase Price, or (ii) terminate this Agreement on the Closing Date. If Purchaser is not in default hereunder and elects to terminate this Agreement because of the failure of a condition precedent to its obligation to close, subject to Seller's rights to extend or cure as set forth herein, specifically but without limitation in Section 10.C, then all rights and obligations of the parties hereunder to each other shall end, except for any provision which by its terms survives the termination of this Agreement, and this Agreement shall be of no further force or effect. In the event of such a termination pursuant to this Section 18, the Title Company shall immediately return the Earnest Money to Purchaser.

19. Seller's Conditions Precedent. The following are conditions precedent to Seller's obligation to close this transaction:

A. Delivery of Documents. Purchaser shall have executed and delivered to Seller or the Title Company, as applicable, all of the documents required of Purchaser under this Agreement.

B. Performance of Covenants. Purchaser shall have performed all of its material covenants, agreements and obligations under this Agreement.

C. Payment of Purchase Price. Purchaser shall have delivered to the Title Company the balance of the Purchase Price.

D. Truth of Representations and Warranties. All of Purchaser's representations and warranties set forth in Section 17 of this Agreement shall be true and correct in all material respects.

Purchaser shall proceed with diligence and shall make best efforts in good faith to fulfill its obligations in a prompt and timely manner in order to avoid any delay in proceeding with the Closing. Seller may waive any or all of the preceding conditions precedent. With respect to those conditions precedent which require the cooperation or subsequent action of Purchaser, Purchaser shall undertake such cooperation or action in good faith. If, notwithstanding the parties' commercially reasonably diligent efforts, all of the foregoing Section 19 conditions precedent are not satisfied on or before the Closing Date, Seller shall have the right and option to: (i) waive any such unsatisfied condition precedent and close this Agreement in accordance with its terms without any adjustment to the Purchase Price, or (ii) terminate this Agreement on such Closing Date. If Seller is not in default hereunder other than a default that results from Seller ceasing to perform its obligations due to Purchaser's obligations being unfulfilled (i.e., Seller will not be in default if it stops Parcel Work on the Property if Purchaser has not cooperated to obtain approvals) and terminates this Agreement pursuant to the terms of this Section 19, all rights and obligations of the parties hereunder to each other shall end and this Agreement shall be of no further force or effect, except for any provision which by its terms survives the termination of this Agreement. In the event of such a termination pursuant to this Section 19, the Title Company shall release the Earnest Money to Seller as agreed upon liquidated damages.

20. Right of Buy-back. Purchaser covenants to commence construction of the building on the Property by the installation of foundation systems for the Building on or before the date that is nine (9) months after the Closing Date ("Outside Commencement Date"). If Purchaser fails to commence construction as stated herein by the Outside Commencement Date, Seller shall have the right to repurchase the Property at the Purchase Price for up to ninety (90) days past the Outside Commencement Date paid by Purchaser, plus the Reimbursed Amount. The terms and conditions of this Section 20 shall survive Settlement.

21. Miscellaneous.

A. Binding Agreement. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, representatives, successors and permitted assigns, and no third party shall have any rights, privileges or other beneficial interest in or under this Agreement. As used herein, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

B. Assignability. Purchaser shall not have the right to assign this Agreement or its rights hereunder, except with Seller's prior written consent, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, Purchaser may assign this Agreement to an entity owned by or financially affiliated with Purchaser, whether directly or indirectly, without Seller's prior consent; provided, however, Purchaser shall not thereby be released from any liability or obligations hereunder, the assignee expressly agrees to be bound by all of the terms and obligations of this Agreement, and Purchaser shall promptly deliver to Seller a copy of the instrument effecting such assignment. Subject to the foregoing, this Agreement and the terms and provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of the parties.

C. Broker's Commissions. Purchaser and Seller hereby represent that neither has dealt with any broker or finder in connection with this Agreement or the transaction contemplated hereby. Seller hereby agrees to indemnify, defend and hold Purchaser harmless from and against any and all claims, losses, damages, costs or expenses of any kind or character arising out of or resulting from any agreement, arrangement or understanding made or alleged to have been made by Seller or on its behalf with any broker or finder in connection with this Agreement or transactions contemplated hereby. Purchaser hereby agrees to indemnify, defend and hold harmless Seller from and against any and all claims, losses, damages, costs or expenses of any kind or character arising out of or resulting from any agreement, arrangement or understanding made or alleged

to have been made by Purchaser or on its behalf with any broker or finder in connection with this Agreement or transactions contemplated hereby. This provision shall survive termination of this Agreement and Closing of this transaction.

D. Entire Agreement. This Agreement, including the Exhibits attached hereto, contains the entire Agreement between Seller and Purchaser, and all other representations, negotiations and agreements, written and oral, including any letters of intent which predate the Effective Date hereof, with respect to the Property or any portion thereof, are superseded by this Agreement and are of no force and effect. This Agreement may be amended and modified only by an instrument, in writing, executed by all parties hereto.

E. 1031 Exchange. If either Party wishes to enter into an IRC Section 1031 like-kind exchange with respect to the Property ("Exchange"), the other party agrees to cooperate, including the execution of documents; provided (1) the cooperating party shall incur no liability or expense related to the Exchange and (2) Closing shall not be contingent upon, nor extended or delayed by, such Exchange.

F. Waiver. No waiver hereunder of any condition or breach shall be deemed to be a continuing waiver or a waiver of any subsequent breach.

G. Severability. In case any one or more provisions contained in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

H. Virginia Contract. This Agreement shall be deemed a Virginia contract and construed according to the laws of the Commonwealth of Virginia, regardless whether this Agreement is being executed by any of the parties hereto in other states or otherwise. The proper and exclusive venue for any action concerning this Agreement shall be a court of proper jurisdiction in and for Fairfax County, Virginia.

I. Confidentiality. Except as and to the extent required by law, without the prior written consent of the other party, neither party may, and each party will direct its representatives not to make, directly or indirectly, any public comment, statement, or communication with respect to, or otherwise to disclose or to permit the disclosure of the existence of discussions regarding a possible transaction between Purchaser and Seller or any of the terms, conditions, or other aspects of the transaction of this Agreement. Notwithstanding the foregoing, Purchaser may disclose such information to its advisors, partners, lenders, attorneys, diligence consultants, and similar representatives so long as they agree to maintain the confidentiality of such information. If either party is required by law to make any such disclosure otherwise prohibited hereby, it must first provide to the other party the content of the proposed disclosure, the reasons that such disclosure is required by law, and the time and place that the disclosure will be made.

J. Exclusivity. In consideration of the time, effort and financial resources that Purchaser will be committing to the Property and in recognition of the time necessary to successfully consummate a transaction, Seller agrees that neither Seller nor any agent, partner, subsidiary or affiliate of Seller that is (in each such instance) controlled by or under common control with Seller shall be permitted to consent to, or accept offers, negotiate, solicit interest or otherwise enter into discussions involving the sale or leasing of the Property or any portion thereof or interest therein to a third party until the Closing or earlier termination of this Agreement.

K. Time of the Essence. Time shall be of the essence in all aspects of this Agreement.

L. No Joint Venture or Partnership. Nothing contained in this Agreement or in any of the other documents, agreements, or exhibits entered into in connection herewith, and no other aspect of the

relationship between the Seller and the Purchaser shall be construed as creating a partnership, joint venture or other relationship of or between the Purchaser and the Seller. All rights and obligations granted to or hereunder by either of the parties hereto shall be construed as incidents of the contract, agreement and undertaking relating to the purchase and sale of real property and in no event shall the parties be deemed to have entered into or created a partnership, joint venture or other relationship. In no event shall either party hereto be held liable for the debts, obligations, losses or liabilities of the other party hereto.

M. Waiver of Jury Trial. SELLER AND PURCHASER JOINTLY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH SELLER AND PURCHASER MAY BE PARTIES, ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS AGREEMENT. This waiver is knowingly, willingly and voluntarily made by Seller and Purchaser, each of whom hereby acknowledges that no representations of fact or opinion have been made by any individual to induce this waiver of trial by jury or to in any way modify or nullify its effect. Seller and Purchaser each further represents that it has been represented in the signing of this Agreement and in the making of this waiver by independent legal counsel, selected of its own free will, and that it has had the opportunity to discuss this waiver with counsel.

N. Easements and Other Instruments. Seller and Purchaser hereby agree to execute, at the other's written request, all storm water, utility, telecommunications (including, but not limited to, telephone, video and data), and customary construction and permanent easements and other instruments and documents necessary or desirable in connection with the development of the Property and Seller's Overall Development. Neither Purchaser nor Seller shall be obligated to execute any such instruments if the same shall (i) unreasonably interfere with, respectively, the development or intended use of the Property, Seller's Overall Development or the Seller's Property; (ii) violate any law, regulation, rule or agreement to which the non-requesting party is bound or is subject; or (iii) cause the cooperating party to be obligated to incur any material financial obligations it would not otherwise incur in and under instruments and other documents executed pursuant to this Section 20; provided, however, the cooperating party shall be required to execute any such instruments and documents if the requesting party pays the material financial obligations that the cooperating party would incur if it were to cooperate.

O. Restrictive Covenant. Seller shall record prior to Closing a Restrictive Covenant substantially in the form of Exhibit F attached hereto (the "Restrictive Covenant") that limits use of the Property to "workforce" and/or other affordable, below-market rent residential housing uses. Purchaser hereby consents to Seller recording the Restrictive Covenant and agrees that it will be a Permitted Exception.

[Signature Page Follows]

IN WITNESS WHEREOF, Seller and Purchaser have executed this Agreement to be effective as of the Effective Date.

SELLER:

CWC SHOPS LC,
a Virginia limited liability company

By: MVP Management, LLC, its Manager

By: James J. Vecchiarelli
Name: James J. Vecchiarelli
Title: Manager

Date: 9/29/2023

PURCHASER:

SCG DEVELOPMENT PARTNERS, LLC,
a Delaware limited liability company

By: Stephen P. Wilson

Name:

Stephen P. Wilson

Title: President, it Authorized Representative

Date: 9/29/23

ACKNOWLEDGEMENT BY TITLE COMPANY

The undersigned executes this Agreement solely to acknowledge receipt of the Earnest Money pursuant to Section 3 hereof and to evidence its agreement to serve as escrow agent pursuant to the terms of the foregoing Agreement.

COMMERCIAL TITLE GROUP

By: William I. Huber
Name: William I. Huber
Title: Settlement Officer
Date: 10/6/2023

LIST OF EXHIBITS

| | | |
|-----------|---|----------------------------------|
| Exhibit A | - | DESCRIPTION OF PROPERTY |
| Exhibit B | - | PROFFER RESPONSIBILITY CHECKLIST |
| Exhibit C | | SPECIAL WARRANTY DEED |
| Exhibit D | | DEVELOPMENT MILESTONES |
| Exhibit E | - | RESPONSIBILITY CHECKLIST |
| Exhibit F | - | RESTRICTIVE COVENANT |

Exhibit A
Legal Description

The Land is described as follows:

Land Bay B, Lot 1A, Dulles Overlook, containing 5.42140 acres, more or less, per "Plat Showing Boundary Line Adjustment of Land Bay B, Lots 1 and 3A, Dulles Overlook" and recorded with Deed of Boundary Line Adjustment in Instrument No. 202107230079668 and plat at Instrument No. 202107230079669, among the land records of Loudoun County, Virginia.

AND BEING a part of the Deed of Contribution from MVP Master Limited Partnership, Nancy Z. McGrath, Trustee of the LEP Perpetual Trust, Nancy Z. McGrath, Trustee of the WEP Perpetual Trust, Nancy Z. McGrath, Trustee of the SBP Perpetual Trust and Nancy Z. McGrath, Trustee of the JMP Perpetual Family Trust to CWC Shops LC., recorded as Instrument No. 202001081301, part of the Deed of Distribution recorded as Instrument No. 202107220079178 and corrected in Instrument No. 202203100014688; as shown on the Deed of Boundary Line Adjustment recorded in Instrument No. 202107230079668.

Exhibit B

PROFFER RESPONSIBILITY CHECKLIST

Exhibit C

SPECIAL WARRANTY DEED

PREPARED BY AND AFTER
RECORDATION RETURN TO:

12500 Fair Lakes Circle, Suite 400
Fairfax, Virginia 22033
Attn: _____, Esq.
VA Bar No. _____

Consideration: \$ _____
Assessed Value: \$ _____
Tax Map No. _____

SPECIAL WARRANTY DEED

This **SPECIAL WARRANTY DEED** is made as of the _____ day of _____ 2023 by and between **CWC SHOPS LC**, a Virginia limited liability company ("Grantor"), whose address is 12500 Fair Lakes Circle, Suite 400, Fairfax, Virginia 22033 and _____ c/o **SCG DEVELOPMENT PARTNERS, LLC** a Delaware limited liability company ("Grantee"), whose address is 8245 Boone Blvd, Suite 640, Tysons Corner, Virginia 22182.

WITNESSETH:

That for and in consideration of the sum of \$11,080,000 (Eleven Million Eighty Thousand and No/100 Dollars), the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant and convey unto Grantee, in fee simple and with Special Warranty of Title, that certain parcel of land, situate in the County of Loudoun, in the Commonwealth of Virginia and more particularly described on Exhibit "A" attached hereto (the "Property").

TOGETHER WITH all improvements thereon, all ways, easements, rights, privileges and appurtenances to the same belonging or in any way appertaining, and all the estate, right, title, interest and claim, either at law or in equity, or otherwise however of Grantor, in, to, or out of said Property.

The Property is conveyed subject to leases, covenants, easements, conditions, reservations, restrictions and rights of way or other matters of record that lawfully apply to the Property or any part thereof.

To have and to hold, all and singular the Property unto said Grantee, its successors and assigns, in fee simple, forever.

Grantor hereby covenants with Grantee that Grantor will warrant specially the Property hereby granted and conveyed and Grantor will execute such further assurances of said Property as may be requisite.

[Signatures to follow on next page.]

IN TESTIMONY WHEREOF, Grantor, as of the date first above written, has caused these presents to be executed under seal on behalf of itself by its duly authorized officer.

GRANTOR:

CWC SHOPS LC, a Virginia limited liability company

By: MVP Management, LLC, its Manager

By: _____
Name: _____
Title: _____

County of Fairfax

ss:

Commonwealth of Virginia

On this _____ day of _____, 2023, before me the undersigned officer, personally appeared _____, the _____ of MVP Management, LLC, a Virginia limited liability company, which is the Manager of CWC Shops LC, a Virginia limited liability company, personally known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he has executed the same for the purpose therein contained. In witness whereof, I have hereunto set my hand and official seal.

Notary Public

My Commission Expires: _____

Exhibit D

DEVELOPMENT MILESTONES

| Dates | Milestones |
|--------------|---|
| 9/30/2023 | Purchaser's Submission for Subordinate Financing Zoning Approval |
| 10/31/2023 | |
| 11/30/2023 | |
| 12/31/2023 | Submit Site Plan/Subdivision Application |
| 1/31/2024 | Submit Site Plan/Subdivision Application |
| 2/28/2024 | |
| 3/15/2024 | Submit 9% tax credit application. |
| 4/30/2024 | |
| 5/31/2024 | |
| 6/30/2024 | Notice of Award of 9% tax credits. |
| 7/31/2024 | |
| 8/31/2024 | |
| 9/30/2024 | |
| 10/31/2024 | |
| 11/30/2025 | |
| 12/31/2025 | |
| 1/31/2025 | |
| 2/28/2025 | Site Plan approval |
| 3/31/2025 | |
| 4/30/2025 | |
| 5/31/2025 | |
| 6/30/2025 | |
| 7/31/2025 | |
| 8/31/2025 | |
| 9/30/2025 | Parcel Work Complete |
| 10/31/2025 | Closing |
| 11/30/2025 | Outside Closing Date |
| 12/31/2025 | |

Exhibit E

Responsibility Checklist

| COMMONWEALTH PHASE V | | | |
|---|------------------|---------------|---|
| PURCHASER/SELLER RESPONSIBILITY CHECKLIST | | | |
| DESCRIPTION | PURCHASER | SELLER | Comments |
| <i>Fees & Bonding</i> | | | |
| Bond & Site Inspection Fees | | X | |
| Civil Plan Review Fee | X | X | |
| Site Development Permit Fees | | X | |
| Loudoun Water Review & Permit Fees | | X | |
| Loudoun Water Availability Fees | X | | Water meter vault Installation cost by Seller |
| Building & Trade Review Fees | X | | |
| Building & Trade Permit Fees | X | | |
| Primary Utility Connection Fees & Deposits | | X | |
| Secondary Utility Fees | X | | |
| Cash Proffers | | X | |
| | | | |
| <i>Preparation of Site Design Drawings</i> | | | |
| Record Plat for Development | | X | |
| Site Plan | | X | |
| Dry Utility Plans | X | X | Seller will need information from Purchaser |
| Common Area Landscape Plans | | X | |
| Foundation Landscape Plans (LS within 5' of building footprint) | X | | Purchaser to submit to Seller |
| | | | |
| <i>Bonding</i> | | | |
| Performance Bonds (related site improvements) | X | X | Purchaser to replace at settlement |
| Loudoun Water Performance Bonds | X | X | Purchaser to replace at settlement |
| | | | |
| <i>Survey and Stakeout</i> | | | |
| Site Construction Survey & Stakeout | | X | |
| Primary Dry Utility Survey & Stakeout | | X | |
| Permanent Property Corners (one time) | | X | |
| Wall Checks | X | | |
| Boundary Survey | | X | |

| | | | |
|--|---|---|---|
| Topographic Survey (prior to rough grading) | | X | |
| | | | |
| Site Improvements | | | |
| Off site improvements | | X | Secondary water tie-in |
| Entrance Feature, if any | | | N/A |
| Retaining Walls (not connected to a building) | | X | |
| Retaining Walls (connected to a building) | X | | |
| Retaining Walls (added by Purchaser) | X | | |
| Water main per site plan | | X | |
| Tie-in and Extension of Water Main 5' beyond the Property Line | | X | |
| Tie-in and Extension of Sewer Main 5' beyond the Property Line | | X | |
| Curb & Gutter | X | | |
| Paving, including final topping | X | | |
| Tie-in and Extension of Storm Drain System 5' beyond Property Line | | X | |
| Common Area Landscaping and Hardscapes | X | | |
| Site Plan Trees | X | | |
| Foundation Landscaping (within 5' of building footprint) | X | | |
| Mass Grading & Excavation | | X | |
| Fine Grading Common Area | X | | |
| Grade Building Pad within +/- 0.2 of a foot | | X | |
| Processing & Coordination of Dry Utilities | X | X | |
| Installation of Primary Electric and Communication lines | | X | |
| Street Signs and Striping | X | | |
| Road and Site Lighting | X | | |
| Mailboxes | X | | |
| E&S Control & Reporting for Seller's Work | | X | |
| E&S Control & Reporting for Purchaser's Work | X | | |
| E&S Control after parcel take down within take down area | X | | Seller to transfer applicable portion of DEQ permit to Purchaser for each building separately |
| Onsite Low Impact Development Measures | X | | |
| Stormwater Management | | X | |
| Site Utilization Plan | X | X | Both parties to provide for respective construction activities |

| | | | |
|------------------------------|---|---|--|
| | | | |
| <i>Development Documents</i> | | | |
| Master HOA Documents | | X | |
| Geotechnical Certifications | X | X | |
| | | | |
| <i>Marketing</i> | | | |
| Community Name | X | | |
| Logo | X | | |

Exhibit F
Restrictive Covenant
[To be attached]

FIRST AMENDMENT TO REAL PROPERTY PURCHASE AND SALE AGREEMENT

THIS FIRST AMENDMENT TO REAL PROPERTY PURCHASE AND SALE AGREEMENT (this "**First Amendment**") is made effective this 12th day of December, 2023 (the "**First Amendment Effective Date**") by and among **CWC SHOPS LC**, a Virginia limited liability company ("**Seller**") and **SCG DEVELOPMENT PARTNERS, LLC**, a Delaware limited liability company (together with its successors and permitted assigns, "**Purchaser**").

RECITALS:

WHEREAS, Seller and Purchaser are parties to that certain Real Property Purchase and Sale Agreement dated September 29, 2023 (the "**Agreement**") regarding certain real property located in Loudoun County, Virginia, as more particularly described in the Agreement; and

WHEREAS, Purchaser and Seller now desire to modify and amend the Agreement under the terms set forth herein.

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

1. **Recitals**. The Recitals are hereby incorporated by reference as if fully set forth herein.
2. **Capitalized Terms**. All capitalized terms used in this First Amendment but not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement unless the context requires otherwise.
3. **Amendment**. The Agreement is amended as follows:
 - a. **Purchaser's Inspection**. Section 9.A is amended to provide that the Inspection Period shall expire at 5:00 p.m. EST on January 12, 2024.
4. **Miscellaneous**.
 - a. **Confirmation and Reaffirmation**. Seller and Purchaser hereby confirm and reaffirm the Agreement as modified herein.
 - b. **Full Force and Effect**. Except as amended hereby, the Agreement shall remain in full force and effect.
 - c. **Counterparts**. This First Amendment may be executed in one or more counterparts, and all such counterparts shall constitute one and the same document, binding on Purchaser and Seller, even if all parties have not executed the same counterpart.

d. Governing Law. This First Amendment shall be governed by the law of the Commonwealth of Virginia.

e. WAIVER OF JURY TRIAL. TO THE FULL EXTENT PERMITTED BY LAW, PURCHASER AND SELLER AGREE TO WAIVE THE RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY LITIGATION OR JUDICIAL PROCEEDING CONCERNING, DIRECTLY OR INDIRECTLY, THE AGREEMENT, AS AMENDED, OR ACTS, OMISSIONS, OBLIGATIONS, DUTIES, RIGHTS, BENEFITS OR LIABILITY OF A PARTY HEREUNDER. THIS WAIVER IS KNOWINGLY, INTENTIONALLY AND VOLUNTARILY MADE BY EACH PARTY AFTER HAVING THE OPPORTUNITY TO SEEK LEGAL COUNSEL CONCERNING THIS WAIVER. THIS WAIVER SHALL ALSO APPLY TO ANY FUTURE AMENDMENT, SUPPLEMENT OR MODIFICATION OF THE AGREEMENT.

f. Electronic Execution. This First Amendment may be signed and transmitted by electronic means and the signature of any person on an electronically transmitted copy hereof shall be considered an original signature and have the same binding effect as an original signature on an original document. No party hereto may raise the fact that any signature was transmitted through electronic means as a defense to the enforcement of this First Amendment or any amendment hereto or other document executed in connection with the transaction contemplated by this First Amendment.

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[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have signed, sealed and delivered this First Amendment as of the First Amendment Effective Date.

SELLER:

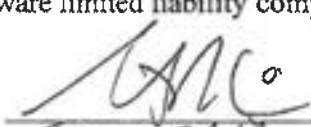
CWC SHOPS LC,
a Virginia limited liability company

By: MVP Management, LLC,
its Manager

By: 
Name: James J. Vecchiarelli
Title: manager

PURCHASER:

SCG DEVELOPMENT PARTNERS, LLC,
a Delaware limited liability company

By: 
Name: Stephen P. Wilson
Title: Authorized Representative

**SECOND AMENDMENT TO REAL PROPERTY PURCHASE AND SALE
AGREEMENT**

THIS SECOND AMENDMENT TO REAL PROPERTY PURCHASE AND SALE AGREEMENT (this “**Second Amendment**”) is made effective this 16th day of January, 2024 (the “**Second Amendment Effective Date**”) by and among CWC SHOPS LC, a Virginia limited liability company (“**Seller**”) and SCG DEVELOPMENT PARTNERS, LLC, a Delaware limited liability company (together with its successors and permitted assigns, “**Purchaser**”).

RECITALS:

WHEREAS, Seller and Purchaser are parties to that certain Real Property Purchase and Sale Agreement dated September 29, 2023, as amended by that certain First Amendment to Real Property Purchase and Sale Agreement dated December 12, 2023 (collectively, the “**Agreement**”), regarding certain real property located in Loudoun County, Virginia, as more particularly described in the Agreement; and

WHEREAS, Purchaser and Seller now desire to modify and amend the Agreement under the terms set forth herein.

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

1. **Recitals.** The Recitals are hereby incorporated by reference as if fully set forth herein.
2. **Capitalized Terms.** All capitalized terms used in this Second Amendment but not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement unless the context requires otherwise.
3. **Amendment.** The Agreement is amended as follows:
 - a. **Purchaser’s Inspection.** Section 9.A. is amended to provide that the Inspection Period shall expire at 5:00 p.m. EST on February 2, 2024.
4. **Miscellaneous.**
 - a. **Confirmation and Reaffirmation.** Seller and Purchaser hereby confirm and reaffirm the Agreement as modified herein.
 - b. **Full Force and Effect.** Except as amended hereby, the Agreement shall remain in full force and effect.

c. Counterparts. This Second Amendment may be executed in one or more counterparts, and all such counterparts shall constitute one and the same document, binding on Purchaser and Seller, even if all parties have not executed the same counterpart.

d. Governing Law. This Second Amendment shall be governed by the law of the Commonwealth of Virginia.

c. WAIVER OF JURY TRIAL. TO THE FULL EXTENT PERMITTED BY LAW, PURCHASER AND SELLER AGREE TO WAIVE THE RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY LITIGATION OR JUDICIAL PROCEEDING CONCERNING, DIRECTLY OR INDIRECTLY, THE AGREEMENT, AS AMENDED, OR ACTS, OMISSIONS, OBLIGATIONS, DUTIES, RIGHTS, BENEFITS OR LIABILITY OF A PARTY HEREUNDER. THIS WAIVER IS KNOWINGLY, INTENTIONALLY AND VOLUNTARILY MADE BY EACH PARTY AFTER HAVING THE OPPORTUNITY TO SEEK LEGAL COUNSEL CONCERNING THIS WAIVER. THIS WAIVER SHALL ALSO APPLY TO ANY FUTURE AMENDMENT, SUPPLEMENT OR MODIFICATION OF THE AGREEMENT.

f. Electronic Execution. This Second Amendment may be signed and transmitted by electronic means and the signature of any person on an electronically transmitted copy hereof shall be considered an original signature and have the same binding effect as an original signature on an original document. No party hereto may raise the fact that any signature was transmitted through electronic means as a defense to the enforcement of this Second Amendment or any amendment hereto or other document executed in connection with the transaction contemplated by this Second Amendment.

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[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have signed, sealed and delivered this Second Amendment as of the Second Amendment Effective Date.

SELLER:

CWC SHOPS LC,

a Virginia limited liability company

By: MVP management, LLC, its Manager

By: 

Name: James J. Vecchiarelli

Title: manager

PURCHASER:

SCG DEVELOPMENT PARTNERS, LLC,

a Delaware limited liability company

By: 

Name: Stephen A. Wilson

Title: President

THIRD AMENDMENT TO REAL PROPERTY PURCHASE AND SALE AGREEMENT

THIS THIRD AMENDMENT TO REAL PROPERTY PURCHASE AND SALE AGREEMENT (this “**Third Amendment**”) is made effective this 1st day of February, 2024 (the “**Third Amendment Effective Date**”) by and among **CWC SHOPS LC**, a Virginia limited liability company (“**Seller**”) and **SCG DEVELOPMENT PARTNERS, LLC**, a Delaware limited liability company (together with its successors and permitted assigns, “**Purchaser**”).

RECITALS:

WHEREAS, Seller and Purchaser are parties to that certain Real Property Purchase and Sale Agreement dated September 29, 2023, as amended by that certain First Amendment to Real Property Purchase and Sale Agreement dated December 12, 2023 and that certain Second Amendment to Real Property Purchase and Sale Agreement dated January 10, 2024 (collectively, the “**Agreement**”), regarding certain real property located in Loudoun County, Virginia, as more particularly described in the Agreement; and

WHEREAS, Purchaser and Seller now desire to modify and amend the Agreement under the terms set forth herein.

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

1. **Recitals**. The Recitals are hereby incorporated by reference as if fully set forth herein.
2. **Capitalized Terms**. All capitalized terms used in this Third Amendment but not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement unless the context requires otherwise.
3. **Amendment**. The Agreement is amended as follows:
 - a. **Purchaser's Inspection**. Section 9.A. is amended to provide that the Inspection Period shall expire at 5:00 p.m. EST on February 28, 2024.
4. **Miscellaneous**.
 - a. **Confirmation and Reaffirmation**. Seller and Purchaser hereby confirm and reaffirm the Agreement as modified herein.
 - b. **Full Force and Effect**. Except as amended hereby, the Agreement shall remain in full force and effect.

c. Counterparts. This Third Amendment may be executed in one or more counterparts, and all such counterparts shall constitute one and the same document, binding on Purchaser and Seller, even if all parties have not executed the same counterpart.

d. Governing Law. This Third Amendment shall be governed by the law of the Commonwealth of Virginia.

e. WAIVER OF JURY TRIAL. TO THE FULL EXTENT PERMITTED BY LAW, PURCHASER AND SELLER AGREE TO WAIVE THE RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY LITIGATION OR JUDICIAL PROCEEDING CONCERNING, DIRECTLY OR INDIRECTLY, THE AGREEMENT, AS AMENDED, OR ACTS, OMISSIONS, OBLIGATIONS, DUTIES, RIGHTS, BENEFITS OR LIABILITY OF A PARTY HEREUNDER. THIS WAIVER IS KNOWINGLY, INTENTIONALLY AND VOLUNTARILY MADE BY EACH PARTY AFTER HAVING THE OPPORTUNITY TO SEEK LEGAL COUNSEL CONCERNING THIS WAIVER. THIS WAIVER SHALL ALSO APPLY TO ANY FUTURE AMENDMENT, SUPPLEMENT OR MODIFICATION OF THE AGREEMENT.

f. Electronic Execution. This Third Amendment may be signed and transmitted by electronic means and the signature of any person on an electronically transmitted copy hereof shall be considered an original signature and have the same binding effect as an original signature on an original document. No party hereto may raise the fact that any signature was transmitted through electronic means as a defense to the enforcement of this Third Amendment or any amendment hereto or other document executed in connection with the transaction contemplated by this Third Amendment.

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[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have signed, sealed and delivered this Third Amendment as of the Third Amendment Effective Date.

SELLER:

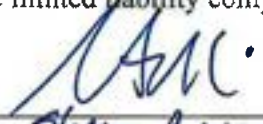
CWC SHOPS LC,
a Virginia limited liability company

By: MVP Management, LLC
a Virginia limited liability company
its Manager

By: 
Name: James J. Vecchiarelli
Title: manager

PURCHASER:

SCG DEVELOPMENT PARTNERS, LLC,
a Delaware limited liability company

By: 
Name: Stephen P. Wilson
Title: Authorized Representative

**FOURTH AMENDMENT TO REAL PROPERTY PURCHASE AND SALE
AGREEMENT**

THIS FOURTH AMENDMENT TO REAL PROPERTY PURCHASE AND SALE AGREEMENT (this “**Fourth Amendment**”) is made effective this 28th day of February, 2024 (the “**Fourth Amendment Effective Date**”) by and among CWC SHOPS LC, a Virginia limited liability company (“**Seller**”) and SCG DEVELOPMENT PARTNERS, LLC, a Delaware limited liability company (together with its successors and permitted assigns, “**Purchaser**”).

RECITALS:

WHEREAS, Seller and Purchaser are parties to that certain Real Property Purchase and Sale Agreement dated September 29, 2023, as amended by that certain First Amendment to Real Property Purchase and Sale Agreement dated December 12, 2023, that certain Second Amendment to Real Property Purchase and Sale Agreement dated January 10, 2024, and that certain Third Amendment to Real Property Purchase and Sale Agreement dated February 1, 2024 (collectively, the “**Agreement**”), regarding certain real property located in Loudoun County, Virginia, as more particularly described in the Agreement; and

WHEREAS, Purchaser and Seller now desire to modify and amend the Agreement under the terms set forth herein.

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

1. **Recitals**. The Recitals are hereby incorporated by reference as if fully set forth herein.
2. **Capitalized Terms**. All capitalized terms used in this Fourth Amendment but not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement unless the context requires otherwise.
3. **Amendment**. The Agreement is amended as follows:
 - a. **Purchaser's Inspection**. Section 9.A. is amended to provide that the Inspection Period shall expire at 5:00 p.m. EST on March 20, 2024.
4. **Miscellaneous**.
 - a. **Confirmation and Reaffirmation**. Seller and Purchaser hereby confirm and reaffirm the Agreement as modified herein.

b. Full Force and Effect. Except as amended hereby, the Agreement shall remain in full force and effect.

c. Counterparts. This Fourth Amendment may be executed in one or more counterparts, and all such counterparts shall constitute one and the same document, binding on Purchaser and Seller, even if all parties have not executed the same counterpart.

d. Governing Law. This Fourth Amendment shall be governed by the law of the Commonwealth of Virginia.

e. WAIVER OF JURY TRIAL. TO THE FULL EXTENT PERMITTED BY LAW, PURCHASER AND SELLER AGREE TO WAIVE THE RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY LITIGATION OR JUDICIAL PROCEEDING CONCERNING, DIRECTLY OR INDIRECTLY, THE AGREEMENT, AS AMENDED, OR ACTS, OMISSIONS, OBLIGATIONS, DUTIES, RIGHTS, BENEFITS OR LIABILITY OF A PARTY HEREUNDER. THIS WAIVER IS KNOWINGLY, INTENTIONALLY AND VOLUNTARILY MADE BY EACH PARTY AFTER HAVING THE OPPORTUNITY TO SEEK LEGAL COUNSEL CONCERNING THIS WAIVER. THIS WAIVER SHALL ALSO APPLY TO ANY FUTURE AMENDMENT, SUPPLEMENT OR MODIFICATION OF THE AGREEMENT.

f. Electronic Execution. This Fourth Amendment may be signed and transmitted by electronic means and the signature of any person on an electronically transmitted copy hereof shall be considered an original signature and have the same binding effect as an original signature on an original document. No party hereto may raise the fact that any signature was transmitted through electronic means as a defense to the enforcement of this Fourth Amendment or any amendment hereto or other document executed in connection with the transaction contemplated by this Fourth Amendment.

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[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have signed, sealed and delivered this Fourth Amendment as of the Fourth Amendment Effective Date.

SELLER:

CWC SHOPS LC,
a Virginia limited liability company

By: MVP Management, LLC
a Virginia limited liability company
its Manager

By: James J. Vecchiarelli
Name: James J. Vecchiarelli
Title: Manager

PURCHASER:

SCG DEVELOPMENT PARTNERS, LLC,
a Delaware limited liability company

By: J.B. Dugway
Name: JASON B. DUGWAY
Title: Authorized Rep

FIFTH AMENDMENT TO REAL PROPERTY PURCHASE AND SALE AGREEMENT

THIS FIFTH AMENDMENT TO REAL PROPERTY PURCHASE AND SALE AGREEMENT (this "**Fifth Amendment**") is made effective this 20th day of March, 2024 (the "**Fifth Amendment Effective Date**") by and among **CWC SHOPS LC**, a Virginia limited liability company ("**Seller**"), **COMMONWEALTH LOFTS 9, LLC**, a Virginia limited liability company ("**9% Purchaser**"), and **COMMONWEALTH LOFTS 4, LLC**, a Virginia limited liability company ("**4% Purchaser**" and together with 9% Purchaser, "**Purchaser**").

RECITALS:

WHEREAS, Seller and SCG Development Partners, LLC ("**SCG**") are parties to that certain Real Property Purchase and Sale Agreement dated September 29, 2023, as amended by that certain First Amendment to Real Property Purchase and Sale Agreement dated December 12, 2023, that certain Second Amendment to Real Property Purchase and Sale Agreement dated January 10, 2024, that certain Third Amendment to Real Property Purchase and Sale Agreement dated February 1, 2024, and that certain Fourth Amendment to Real Property Purchase and Sale Agreement dated February 28, 2024, as assigned to Purchaser pursuant to that Assignment and Assumption of Real Property Purchase and Sale Agreement dated as of March 12, 2024 (collectively, the "**Agreement**"), regarding certain real property located in Loudoun County, Virginia, as more particularly described in the Agreement; and

WHEREAS, Purchaser and Seller now desire to modify and amend the Agreement under the terms set forth herein.

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

1. **Recitals**. The Recitals are hereby incorporated by reference as if fully set forth herein.
2. **Capitalized Terms**. All capitalized terms used in this Fifth Amendment but not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement unless the context requires otherwise.
3. **Amendment**. The Agreement is amended as follows:
 - a. **Purchaser's Inspection**. **Section 9.A** is amended to provide that the Inspection Period shall expire at 5:00 p.m. EST on April 19, 2024.
4. **Miscellaneous**.
 - a. **Confirmation and Reaffirmation**. Seller and Purchaser hereby confirm and reaffirm the Agreement as modified herein.

b. Full Force and Effect. Except as amended hereby, the Agreement shall remain in full force and effect.

c. Counterparts. This Fifth Amendment may be executed in one or more counterparts, and all such counterparts shall constitute one and the same document, binding on Purchaser and Seller, even if all parties have not executed the same counterpart.

d. Governing Law. This Fifth Amendment shall be governed by the law of the Commonwealth of Virginia.

e. **WAIVER OF JURY TRIAL**. TO THE FULL EXTENT PERMITTED BY LAW, PURCHASER AND SELLER AGREE TO WAIVE THE RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY LITIGATION OR JUDICIAL PROCEEDING CONCERNING, DIRECTLY OR INDIRECTLY, THE AGREEMENT, AS AMENDED, OR ACTS, OMISSIONS, OBLIGATIONS, DUTIES, RIGHTS, BENEFITS OR LIABILITY OF A PARTY HEREUNDER. THIS WAIVER IS KNOWINGLY, INTENTIONALLY AND VOLUNTARILY MADE BY EACH PARTY AFTER HAVING THE OPPORTUNITY TO SEEK LEGAL COUNSEL CONCERNING THIS WAIVER. THIS WAIVER SHALL ALSO APPLY TO ANY FUTURE AMENDMENT, SUPPLEMENT OR MODIFICATION OF THE AGREEMENT.

f. Electronic Execution. This Fifth Amendment may be signed and transmitted by electronic means and the signature of any person on an electronically transmitted copy hereof shall be considered an original signature and have the same binding effect as an original signature on an original document. No party hereto may raise the fact that any signature was transmitted through electronic means as a defense to the enforcement of this Fifth Amendment or any amendment hereto or other document executed in connection with the transaction contemplated by this Fifth Amendment.

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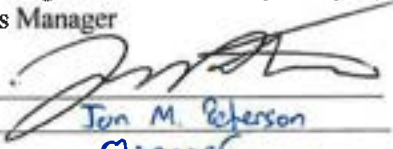
[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have signed, sealed and delivered this Fifth Amendment as of the Fifth Amendment Effective Date.

SELLER:

CWC SHOPS LC,
a Virginia limited liability company

By: MVP Management, LLC
a Virginia limited liability company
its Manager

By: 
Name: Tom M. Peterson
Title: Manager

[Additional Signature Page Follows]

PURCHASER:


COMMONWEALTH LOFTS 9, LLC,
a Virginia limited liability company

By: Commonwealth Lofts 9 MM, LLC,
a Virginia limited liability company,
its Manager

By: SCG Development Partners, LLC, a Delaware
limited liability company, its Manager

By: SCG Development Manager, LLC, a
Delaware limited liability company, its
Managing Member

By: SCG Capital Corp., a Delaware corporation, its
Sole Member

By: 
Stephen P. Wilson,
President - Virginia Office


COMMONWEALTH LOFTS 4, LLC,
a Virginia limited liability company

By: Commonwealth Lofts 4 MM, LLC,
a Virginia limited liability company,
its Manager

By: SCG Development Partners, LLC, a Delaware
limited liability company, its Manager

By: SCG Development Manager, LLC, a
Delaware limited liability company, its
Managing Member

By: SCG Capital Corp., a Delaware corporation, its
Sole Member

By: 
Stephen P. Wilson,
President - Virginia Office

SIXTH AMENDMENT TO REAL PROPERTY PURCHASE AND SALE AGREEMENT

THIS SIXTH AMENDMENT TO REAL PROPERTY PURCHASE AND SALE AGREEMENT (this “**Sixth Amendment**”) is made effective this 19th day of April, 2024 (the “**Sixth Amendment Effective Date**”) by and among CWC SHOPS LC, a Virginia limited liability company (“**Seller**”), COMMONWEALTH LOFTS 9, LLC, a Virginia limited liability company (“**9% Purchaser**”), and COMMONWEALTH LOFTS 4, LLC, a Virginia limited liability company (“**4% Purchaser**” and together with 9% Purchaser, “**Purchaser**”).

RECITALS:

WHEREAS, Seller and SCG Development Partners, LLC (“**SCG**”) are parties to that certain Real Property Purchase and Sale Agreement dated September 29, 2023, as amended by that certain First Amendment to Real Property Purchase and Sale Agreement dated December 12, 2023, that certain Second Amendment to Real Property Purchase and Sale Agreement dated January 10, 2024, that certain Third Amendment to Real Property Purchase and Sale Agreement dated February 1, 2024, that certain Fourth Amendment to Real Property Purchase and Sale Agreement dated February 28, 2024, and that certain Fifth Amendment to Real Property Purchase and Sale Agreement dated March 20, 2024, as assigned to Purchaser pursuant to that Assignment and Assumption of Real Property Purchase and Sale Agreement dated as of March 12, 2024 (collectively, the “**Agreement**”), regarding certain real property located in Loudoun County, Virginia, as more particularly described in the Agreement; and

WHEREAS, Purchaser and Seller now desire to modify and amend the Agreement under the terms set forth herein.

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

1. **Recitals**. The Recitals are hereby incorporated by reference as if fully set forth herein.
2. **Capitalized Terms**. All capitalized terms used in this Sixth Amendment but not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement unless the context requires otherwise.
3. **Amendment**. The Agreement is amended as follows:
 - a. **Purchaser’s Inspection**. Section 9.A. is amended to provide that the Inspection Period shall expire at 5:00 p.m. EST on May 24, 2024.

4. Miscellaneous.

a. Confirmation and Reaffirmation. Seller and Purchaser hereby confirm and reaffirm the Agreement as modified herein.

b. Full Force and Effect. Except as amended hereby, the Agreement shall remain in full force and effect.

c. Counterparts. This Sixth Amendment may be executed in one or more counterparts, and all such counterparts shall constitute one and the same document, binding on Purchaser and Seller, even if all parties have not executed the same counterpart.

d. Governing Law. This Sixth Amendment shall be governed by the law of the Commonwealth of Virginia.

e. **WAIVER OF JURY TRIAL. TO THE FULL EXTENT PERMITTED BY LAW, PURCHASER AND SELLER AGREE TO WAIVE THE RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY LITIGATION OR JUDICIAL PROCEEDING CONCERNING, DIRECTLY OR INDIRECTLY, THE AGREEMENT, AS AMENDED, OR ACTS, OMISSIONS, OBLIGATIONS, DUTIES, RIGHTS, BENEFITS OR LIABILITY OF A PARTY HEREUNDER. THIS WAIVER IS KNOWINGLY, INTENTIONALLY AND VOLUNTARILY MADE BY EACH PARTY AFTER HAVING THE OPPORTUNITY TO SEEK LEGAL COUNSEL CONCERNING THIS WAIVER. THIS WAIVER SHALL ALSO APPLY TO ANY FUTURE AMENDMENT, SUPPLEMENT OR MODIFICATION OF THE AGREEMENT.**

f. Electronic Execution. This Sixth Amendment may be signed and transmitted by electronic means and the signature of any person on an electronically transmitted copy hereof shall be considered an original signature and have the same binding effect as an original signature on an original document. No party hereto may raise the fact that any signature was transmitted through electronic means as a defense to the enforcement of this Sixth Amendment or any amendment hereto or other document executed in connection with the transaction contemplated by this Sixth Amendment.

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[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have signed, sealed and delivered this Sixth Amendment as of the Sixth Amendment Effective Date.

SELLER:

CWC SHOPS LC,
a Virginia limited liability company

By: MVP Management, LLC
a Virginia limited liability company
its Manager

By:

Name: James J. Vecchiarelli
Title: manager

[Additional Signature Page Follows]

PURCHASER:

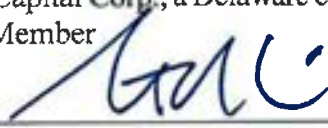
COMMONWEALTH LOFTS 9, LLC,
a Virginia limited liability company

By: Commonwealth Lofts 9 MM, LLC,
a Virginia limited liability company,
its Manager

By: SCG Development Partners, LLC, a Delaware
limited liability company, its Manager

By: SCG Development Manager, LLC, a
Delaware limited liability company, its
Managing Member

By: SCG Capital Corp., a Delaware corporation, its
Sole Member

By: 
Stephen P. Wilson,
President - Virginia Office


COMMONWEALTH LOFTS 4, LLC,
a Virginia limited liability company

By: Commonwealth Lofts 4 MM, LLC,
a Virginia limited liability company,
its Manager

By: SCG Development Partners, LLC, a Delaware
limited liability company, its Manager

By: SCG Development Manager, LLC, a
Delaware limited liability company, its
Managing Member

By: SCG Capital Corp., a Delaware corporation, its
Sole Member

By: 
Stephen P. Wilson,
President - Virginia Office

**SEVENTH AMENDMENT TO REAL PROPERTY PURCHASE AND SALE
AGREEMENT**

THIS SEVENTH AMENDMENT TO REAL PROPERTY PURCHASE AND SALE AGREEMENT (this “**Seventh Amendment**”) is made effective this 23rd day of May, 2024 (the “**Seventh Amendment Effective Date**”) by and among **CWC SHOPS LC**, a Virginia limited liability company (“**Seller**”), **COMMONWEALTH LOFTS 9, LLC**, a Virginia limited liability company (“**9% Purchaser**”), and **COMMONWEALTH LOFTS 4, LLC**, a Virginia limited liability company (“**4% Purchaser**” and together with 9% Purchaser, “**Purchaser**”).

RECITALS:

WHEREAS, Seller and SCG Development Partners, LLC (“**SCG**”) are parties to that certain Real Property Purchase and Sale Agreement dated September 29, 2023, as amended by that certain First Amendment to Real Property Purchase and Sale Agreement dated December 12, 2023, that certain Second Amendment to Real Property Purchase and Sale Agreement dated January 10, 2024, that certain Third Amendment to Real Property Purchase and Sale Agreement dated February 1, 2024, that certain Fourth Amendment to Real Property Purchase and Sale Agreement dated February 28, 2024, that certain Fifth Amendment to Real Property Purchase and Sale Agreement dated March 20, 2024, and that certain Sixth Amendment to Real Property Purchase and Sale Agreement dated April 19, 2024, as assigned to Purchaser pursuant to that Assignment and Assumption of Real Property Purchase and Sale Agreement dated as of March 12, 2024 (collectively, the “**Agreement**”), regarding certain real property located in Loudoun County, Virginia, as more particularly described in the Agreement; and

WHEREAS, Purchaser and Seller now desire to modify and amend the Agreement under the terms set forth herein.

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

1. **Recitals**. The Recitals are hereby incorporated by reference as if fully set forth herein.
2. **Capitalized Terms**. All capitalized terms used in this Seventh Amendment but not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement unless the context requires otherwise.
3. **Amendment**. The Agreement is amended as follows:
 - a. **Purchaser's Inspection**. **Section 9.A.** is amended to provide that the Inspection Period shall expire at 5:00 p.m. EST on June 27, 2024.

4. Miscellaneous.

a. Confirmation and Reaffirmation. Seller and Purchaser hereby confirm and reaffirm the Agreement as modified herein.

b. Full Force and Effect. Except as amended hereby, the Agreement shall remain in full force and effect.

c. Counterparts. This Seventh Amendment may be executed in one or more counterparts, and all such counterparts shall constitute one and the same document, binding on Purchaser and Seller, even if all parties have not executed the same counterpart.

d. Governing Law. This Seventh Amendment shall be governed by the law of the Commonwealth of Virginia.

e. WAIVER OF JURY TRIAL. TO THE FULL EXTENT PERMITTED BY LAW, PURCHASER AND SELLER AGREE TO WAIVE THE RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY LITIGATION OR JUDICIAL PROCEEDING CONCERNING, DIRECTLY OR INDIRECTLY, THE AGREEMENT, AS AMENDED, OR ACTS, OMISSIONS, OBLIGATIONS, DUTIES, RIGHTS, BENEFITS OR LIABILITY OF A PARTY HEREUNDER. THIS WAIVER IS KNOWINGLY, INTENTIONALLY AND VOLUNTARILY MADE BY EACH PARTY AFTER HAVING THE OPPORTUNITY TO SEEK LEGAL COUNSEL CONCERNING THIS WAIVER. THIS WAIVER SHALL ALSO APPLY TO ANY FUTURE AMENDMENT, SUPPLEMENT OR MODIFICATION OF THE AGREEMENT.

f. Electronic Execution. This Seventh Amendment may be signed and transmitted by electronic means and the signature of any person on an electronically transmitted copy hereof shall be considered an original signature and have the same binding effect as an original signature on an original document. No party hereto may raise the fact that any signature was transmitted through electronic means as a defense to the enforcement of this Seventh Amendment or any amendment hereto or other document executed in connection with the transaction contemplated by this Seventh Amendment.

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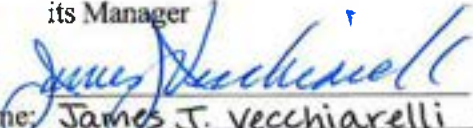
[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have signed, sealed and delivered this Seventh Amendment as of the Seventh Amendment Effective Date.

SELLER:

CWC SHOPS LC,
a Virginia limited liability company

By: MVP Management, LLC
a Virginia limited liability company
its Manager

By: 
Name: James J. Vecchiarelli
Title: Manager

[Additional Signature Page Follows]

PURCHASER:


COMMONWEALTH LOFTS 9, LLC,
a Virginia limited liability company

By: Commonwealth Lofts 9 MM, LLC,
a Virginia limited liability company,
its Manager

By: SCG Development Partners, LLC, a Delaware
limited liability company, its Manager

By: SCG Development Manager, LLC, a
Delaware limited liability company, its
Managing Member

By: SCG Capital Corp., a Delaware corporation, its
Sole Member

By: 
Jason Duguay,
Authorized Signatory

COMMONWEALTH LOFTS 4, LLC,
a Virginia limited liability company

By: Commonwealth Lofts 4 MM, LLC,
a Virginia limited liability company,
its Manager

By: SCG Development Partners, LLC, a Delaware
limited liability company, its Manager

By: SCG Development Manager, LLC, a
Delaware limited liability company, its
Managing Member

By: SCG Capital Corp., a Delaware corporation, its
Sole Member

By: 
Jason Duguay,
Authorized Signatory

**EIGHTH AMENDMENT TO REAL PROPERTY PURCHASE AND SALE
AGREEMENT**

THIS EIGHTH AMENDMENT TO REAL PROPERTY PURCHASE AND SALE AGREEMENT (this “**Eighth Amendment**”) is made effective this 25th day of June, 2024 (the “**Eighth Amendment Effective Date**”) by and among **CWC SHOPS LC**, a Virginia limited liability company (“**Seller**”), **COMMONWEALTH LOFTS 9, LLC**, a Virginia limited liability company (“**9% Purchaser**”), and **COMMONWEALTH LOFTS 4, LLC**, a Virginia limited liability company (“**4% Purchaser**” and together with 9% Purchaser, “**Purchaser**”).

RECITALS:

WHEREAS, Seller and SCG Development Partners, LLC (“**SCG**”) are parties to that certain Real Property Purchase and Sale Agreement dated September 29, 2023, as amended by that certain First Amendment to Real Property Purchase and Sale Agreement dated December 12, 2023, that certain Second Amendment to Real Property Purchase and Sale Agreement dated January 10, 2024, that certain Third Amendment to Real Property Purchase and Sale Agreement dated February 1, 2024, that certain Fourth Amendment to Real Property Purchase and Sale Agreement dated February 28, 2024, that certain Fifth Amendment to Real Property Purchase and Sale Agreement dated March 20, 2024, that certain Sixth Amendment to Real Property Purchase and Sale Agreement dated April 19, 2024, and that Seventh Amendment to Real Property Purchase and Sale Agreement dated May 23, 2024, as assigned to Purchaser pursuant to that Assignment and Assumption of Real Property Purchase and Sale Agreement dated as of March 12, 2024 (collectively, the “**Agreement**”), regarding certain real property located in Loudoun County, Virginia, as more particularly described in the Agreement; and

WHEREAS, Purchaser and Seller now desire to modify and amend the Agreement under the terms set forth herein.

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

1. **Recitals**. The Recitals are hereby incorporated by reference as if fully set forth herein.
2. **Capitalized Terms**. All capitalized terms used in this Eighth Amendment but not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement unless the context requires otherwise.
3. **Amendment**. The Agreement is amended as follows:
 - a. **Purchaser's Inspection**. Section 9.A. is amended to provide that the Inspection Period shall expire at 5:00 p.m. EST on July 31, 2024.

b. Financing Contingencies. Section 10.D is amended to provide that Purchaser's right to terminate the Agreement if it has not received the Tax Credit Award, shall be extended to July 31, 2024.

4. Miscellaneous

a. Confirmation and Reaffirmation. Seller and Purchaser hereby confirm and reaffirm the Agreement as modified herein.

b. Full Force and Effect. Except as amended hereby, the Agreement shall remain in full force and effect.

c. Counterparts. This Eighth Amendment may be executed in one or more counterparts, and all such counterparts shall constitute one and the same document, binding on Purchaser and Seller, even if all parties have not executed the same counterpart.

d. Governing Law. This Eighth Amendment shall be governed by the law of the Commonwealth of Virginia.

e. **WAIVER OF JURY TRIAL. TO THE FULL EXTENT PERMITTED BY LAW, PURCHASER AND SELLER AGREE TO WAIVE THE RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY LITIGATION OR JUDICIAL PROCEEDING CONCERNING, DIRECTLY OR INDIRECTLY, THE AGREEMENT, AS AMENDED, OR ACTS, OMISSIONS, OBLIGATIONS, DUTIES, RIGHTS, BENEFITS OR LIABILITY OF A PARTY HEREUNDER. THIS WAIVER IS KNOWINGLY, INTENTIONALLY AND VOLUNTARILY MADE BY EACH PARTY AFTER HAVING THE OPPORTUNITY TO SEEK LEGAL COUNSEL CONCERNING THIS WAIVER. THIS WAIVER SHALL ALSO APPLY TO ANY FUTURE AMENDMENT, SUPPLEMENT OR MODIFICATION OF THE AGREEMENT.**

f. Electronic Execution. This Eighth Amendment may be signed and transmitted by electronic means and the signature of any person on an electronically transmitted copy hereof shall be considered an original signature and have the same binding effect as an original signature on an original document. No party hereto may raise the fact that any signature was transmitted through electronic means as a defense to the enforcement of this Eighth Amendment or any amendment hereto or other document executed in connection with the transaction contemplated by this Eighth Amendment.

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[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have signed, sealed and delivered this Eighth Amendment as of the Eighth Amendment Effective Date.

SELLER:

CWC SHOPS LC,
a Virginia limited liability company

By: MVP Management, LLC
a Virginia limited liability company
its Manager

By:

Name: Don M. Peterson
Title: Manager

[Additional Signature Page Follows]

PURCHASER:

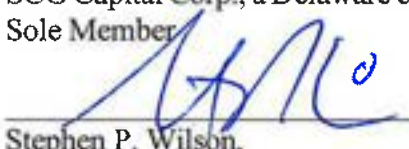
COMMONWEALTH LOFTS 9, LLC,
a Virginia limited liability company

By: Commonwealth Lofts 9 MM, LLC,
a Virginia limited liability company,
its Manager

By: SCG Development Partners, LLC, a Delaware
limited liability company, its Manager

By: SCG Development Manager, LLC, a
Delaware limited liability company, its
Managing Member

By: SCG Capital Corp., a Delaware corporation, its
Sole Member

By: 
Stephen P. Wilson,
President - Virginia Office

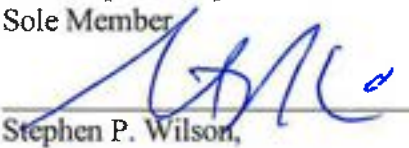
COMMONWEALTH LOFTS 4, LLC,
a Virginia limited liability company

By: Commonwealth Lofts 4 MM, LLC,
a Virginia limited liability company,
its Manager

By: SCG Development Partners, LLC, a Delaware
limited liability company, its Manager

By: SCG Development Manager, LLC, a
Delaware limited liability company, its
Managing Member

By: SCG Capital Corp., a Delaware corporation, its
Sole Member

By: 
Stephen P. Wilson,
President - Virginia Office

NINTH AMENDMENT TO REAL PROPERTY PURCHASE AND SALE AGREEMENT

THIS NINTH AMENDMENT TO REAL PROPERTY PURCHASE AND SALE AGREEMENT (this “**Ninth Amendment**”) is made effective this 25th day of June, 2024 (the “**Ninth Amendment Effective Date**”) by and among **CWC SHOPS LC**, a Virginia limited liability company (“**Seller**”), **COMMONWEALTH LOFTS 9, LLC**, a Virginia limited liability company (“**9% Purchaser**”), and **COMMONWEALTH LOFTS 4, LLC**, a Virginia limited liability company (“**4% Purchaser**” and together with 9% Purchaser, “**Purchaser**”).

RECITALS:

WHEREAS, Seller and SCG Development Partners, LLC (“**SCG**”) are parties to that certain Real Property Purchase and Sale Agreement dated September 29, 2023, as amended by that certain First Amendment to Real Property Purchase and Sale Agreement dated December 12, 2023, that certain Second Amendment to Real Property Purchase and Sale Agreement dated January 10, 2024, that certain Third Amendment to Real Property Purchase and Sale Agreement dated February 1, 2024, that certain Fourth Amendment to Real Property Purchase and Sale Agreement dated February 28, 2024, that certain Fifth Amendment to Real Property Purchase and Sale Agreement dated March 20, 2024, that certain Sixth Amendment to Real Property Purchase and Sale Agreement dated April 19, 2024, that Seventh Amendment to Real Property Purchase and Sale Agreement dated May 23, 2024, and that Eighth Amendment to Real Property Purchase and Sale Agreement dated June 25, 2024, as assigned to Purchaser pursuant to that Assignment and Assumption of Real Property Purchase and Sale Agreement dated as of March 12, 2024 collectively, the “**Agreement**”), regarding certain real property located in Loudoun County, Virginia, as more particularly described in the Agreement; and

WHEREAS, Purchaser and Seller now desire to modify and amend the Agreement under the terms set forth herein.

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

1. **Recitals**. The Recitals are hereby incorporated by reference as if fully set forth herein.
2. **Capitalized Terms**. All capitalized terms used in this Ninth Amendment but not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement unless the context requires otherwise.
3. **Amendment**. The Agreement is amended as follows:
 - a. **Purchase Price**. **Section 3(a)** is amended and restated in its entirety as follows:

“(a) Purchase Price. Based on the anticipated development of 94 units (each, a “Unit” and together, the “Units”) at \$27,000 per unit (the “Unit Price”), the total Purchase Price for the Property shall be an amount equal to **Two Million Five Hundred Thirty-Eight Thousand (\$2,538,000.00)** (the “Purchase Price”). Notwithstanding the foregoing, the Purchase Price shall be automatically adjusted at Closing by multiplying the Unit Price by the total number of Units approved for and applicable to Purchaser’s Intended Development and shall provide for a minimum of 80 Units approved for and applicable to Purchaser’s Intended Development. Should Seller fail to deliver a minimum of 80 Units, Purchaser may elect to (i) terminate this Agreement and receive a return of the Earnest Money or (ii) waive Seller’s obligation to provide 80 Units and the Purchase Price shall be adjusted to reflect the number of Units provided in accordance with this Section 3(a).”

b. Earnest Money. Section 3(c) and the last paragraph thereof are amended and restated in its entirety as follows:

“(c) Earnest Money. The total amount of Earnest Money will be Two Hundred Thousand Dollars (\$200,000.00) payable as follows: On the date Purchaser executes and delivers this Agreement, Purchaser shall deposit the amount of Twenty Thousand and No/100 Dollars (\$20,000.00) as an initial deposit of Earnest Money (the “Initial Deposit”) by wire transfer of immediately available funds with Commercial Title Group, 1320 Old Chain Bridge Rd. #210, McLean, VA 22101, 703-506-1520, Attn: Barbara Blitz, bblitz@bridgetrusttitle.com, as escrow agent, (the “Title Company”). Sixty Thousand Dollars (\$60,000.00) (the “Second Deposit”) shall be deposited with the Title Company within five (5) days of the Ninth Amendment Effective Date, which will be combined with the Initial Deposit. Upon expiration of the Inspection Period, as such term is defined in Section 9.A, below, should Purchaser opt to continue with this Agreement, Purchaser shall deposit with the Title Company a third deposit of Twenty Thousand Dollars (\$20,000.00) (the “Third Deposit”), which will be combined with the Initial Deposit and Second Deposit. The remaining One Hundred Thousand Dollars (\$100,000.00) (the “Fourth Deposit”) shall be deposited in an escrow account upon receipt of the Site Plan, at which point it shall be non-refundable subject to Seller performing its development obligations set forth in the Agreement. The Initial Deposit, the Second Deposit, the Third Deposit, and the Fourth Deposit shall be held in an interest-bearing account in a federally insured bank or savings institution reasonably acceptable to Seller and may be referred to, collectively with earned interest thereon as the “Earnest Money”.

Provided no Seller default under this Agreement and subject to the other terms of this Agreement, (i) the Initial Deposit and Third Deposit shall become non-refundable to Purchaser upon the expiration of the Inspection Period, (ii) the Second Deposit shall become non-refundable to Purchaser upon the Ninth Amendment Effective Date, and (iii) the Fourth Deposit shall be non-refundable to Purchaser upon receipt of the Site Plan. The Earnest Money shall be credited to Purchaser at the time of Closing or, upon the earlier termination of this Agreement, shall be disposed of by the Title Company as provided in this Agreement. At Closing, the remaining balance of the Purchase Price shall be paid to

Seller by wire transfer of immediately available funds, subject to adjustments and prorations, as provided herein.”

c. Purchaser's Inspection. Section 9.A. is amended to provide that the Inspection Period shall expire at 5:00 p.m. EST on August 31, 2024.

4. Miscellaneous.

a. Confirmation and Reaffirmation. Seller and Purchaser hereby confirm and reaffirm the Agreement as modified herein.

b. Full Force and Effect. Except as amended hereby, the Agreement shall remain in full force and effect.

c. Counterparts. This Ninth Amendment may be executed in one or more counterparts, and all such counterparts shall constitute one and the same document, binding on Purchaser and Seller, even if all parties have not executed the same counterpart.

d. Governing Law. This Ninth Amendment shall be governed by the law of the Commonwealth of Virginia.

e. WAIVER OF JURY TRIAL. TO THE FULL EXTENT PERMITTED BY LAW, PURCHASER AND SELLER AGREE TO WAIVE THE RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY LITIGATION OR JUDICIAL PROCEEDING CONCERNING, DIRECTLY OR INDIRECTLY, THE AGREEMENT, AS AMENDED, OR ACTS, OMISSIONS, OBLIGATIONS, DUTIES, RIGHTS, BENEFITS OR LIABILITY OF A PARTY HEREUNDER. THIS WAIVER IS KNOWINGLY, INTENTIONALLY AND VOLUNTARILY MADE BY EACH PARTY AFTER HAVING THE OPPORTUNITY TO SEEK LEGAL COUNSEL CONCERNING THIS WAIVER. THIS WAIVER SHALL ALSO APPLY TO ANY FUTURE AMENDMENT, SUPPLEMENT OR MODIFICATION OF THE AGREEMENT.

f. Electronic Execution. This Ninth Amendment may be signed and transmitted by electronic means and the signature of any person on an electronically transmitted copy hereof shall be considered an original signature and have the same binding effect as an original signature on an original document. No party hereto may raise the fact that any signature was transmitted through electronic means as a defense to the enforcement of this Ninth Amendment or any amendment hereto or other document executed in connection with the transaction contemplated by this Ninth Amendment.

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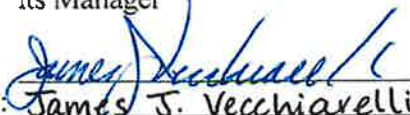
[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have signed, sealed and delivered this Ninth Amendment as of the Ninth Amendment Effective Date.

SELLER:

CWC SHOPS LC,
a Virginia limited liability company

By: MVP Management, LLC
a Virginia limited liability company
its Manager

By: 
Name: James J. Vecchiarelli
Title: manager

[Additional Signature Page Follows]

PURCHASER:


COMMONWEALTH LOFTS 9, LLC,
a Virginia limited liability company

By: Commonwealth Lofts 9 MM, LLC,
a Virginia limited liability company,
its Manager

By: SCG Development Partners, LLC, a Delaware
limited liability company, its Manager

By: SCG Development Manager, LLC, a
Delaware limited liability company, its
Managing Member

By: SCG Capital Corp., a Delaware corporation, its
Sole Member

By: 
Stephen P. Wilson,
President - Virginia Office

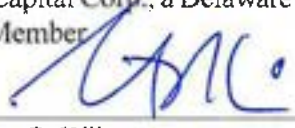
COMMONWEALTH LOFTS 4, LLC,
a Virginia limited liability company

By: Commonwealth Lofts 4 MM, LLC,
a Virginia limited liability company,
its Manager

By: SCG Development Partners, LLC, a Delaware
limited liability company, its Manager

By: SCG Development Manager, LLC, a
Delaware limited liability company, its
Managing Member

By: SCG Capital Corp., a Delaware corporation, its
Sole Member

By: 
Stephen P. Wilson,
President - Virginia Office

TENTH AMENDMENT TO REAL PROPERTY PURCHASE AND SALE AGREEMENT

THIS TENTH AMENDMENT TO REAL PROPERTY PURCHASE AND SALE AGREEMENT (this “**Tenth Amendment**”) is made effective this 27th day of August, 2024 (the “**Tenth Amendment Effective Date**”) by and among **CWC SHOPS LC**, a Virginia limited liability company (“**Seller**”), **COMMONWEALTH LOFTS 9, LLC**, a Virginia limited liability company (“**9% Purchaser**”), and **COMMONWEALTH LOFTS 4, LLC**, a Virginia limited liability company (“**4% Purchaser**” and together with 9% Purchaser, “**Purchaser**”).

RECITALS:

WHEREAS, Seller and SCG Development Partners, LLC (“**SCG**”) are parties to that certain Real Property Purchase and Sale Agreement dated September 29, 2023, as amended by that certain First Amendment to Real Property Purchase and Sale Agreement dated December 12, 2023, that certain Second Amendment to Real Property Purchase and Sale Agreement dated January 10, 2024, that certain Third Amendment to Real Property Purchase and Sale Agreement dated February 1, 2024, that certain Fourth Amendment to Real Property Purchase and Sale Agreement dated February 28, 2024, that certain Fifth Amendment to Real Property Purchase and Sale Agreement dated March 20, 2024, that certain Sixth Amendment to Real Property Purchase and Sale Agreement dated April 19, 2024, that Seventh Amendment to Real Property Purchase and Sale Agreement dated May 23, 2024, that Eighth Amendment to Real Property Purchase and Sale Agreement dated June 25, 2024, and that Ninth Amendment to Real Property Purchase and Sale Agreement dated June 25, 2024 as assigned to Purchaser pursuant to that Assignment and Assumption of Real Property Purchase and Sale Agreement dated as of March 12, 2024 (collectively, the “**Agreement**”), regarding certain real property located in Loudoun County, Virginia, as more particularly described in the Agreement; and

WHEREAS, Purchaser and Seller now desire to modify and amend the Agreement under the terms set forth herein.

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

1. **Recitals**. The Recitals are hereby incorporated by reference as if fully set forth herein.
2. **Capitalized Terms**. All capitalized terms used in this Tenth Amendment but not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement unless the context requires otherwise.
3. **Amendment**. The Agreement is amended as follows:
 - a. **Purchaser's Inspection**. **Section 9.A** is amended to provide that the Inspection Period shall expire at 5:00 p.m. EST on September 30, 2024.

4. **Miscellaneous**

a. **Confirmation and Reaffirmation**. Seller and Purchaser hereby confirm and reaffirm the Agreement as modified herein.

b. **Full Force and Effect**. Except as amended hereby, the Agreement shall remain in full force and effect.

c. **Counterparts**. This Tenth Amendment may be executed in one or more counterparts, and all such counterparts shall constitute one and the same document, binding on Purchaser and Seller, even if all parties have not executed the same counterpart.

d. **Governing Law**. This Tenth Amendment shall be governed by the law of the Commonwealth of Virginia.

e. **WAIVER OF JURY TRIAL. TO THE FULL EXTENT PERMITTED BY LAW, PURCHASER AND SELLER AGREE TO WAIVE THE RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY LITIGATION OR JUDICIAL PROCEEDING CONCERNING, DIRECTLY OR INDIRECTLY, THE AGREEMENT, AS AMENDED, OR ACTS, OMISSIONS, OBLIGATIONS, DUTIES, RIGHTS, BENEFITS OR LIABILITY OF A PARTY HEREUNDER. THIS WAIVER IS KNOWINGLY, INTENTIONALLY AND VOLUNTARILY MADE BY EACH PARTY AFTER HAVING THE OPPORTUNITY TO SEEK LEGAL COUNSEL CONCERNING THIS WAIVER. THIS WAIVER SHALL ALSO APPLY TO ANY FUTURE AMENDMENT, SUPPLEMENT OR MODIFICATION OF THE AGREEMENT.**

f. **Electronic Execution**. This Tenth Amendment may be signed and transmitted by electronic means and the signature of any person on an electronically transmitted copy hereof shall be considered an original signature and have the same binding effect as an original signature on an original document. No party hereto may raise the fact that any signature was transmitted through electronic means as a defense to the enforcement of this Tenth Amendment or any amendment hereto or other document executed in connection with the transaction contemplated by this Tenth Amendment.

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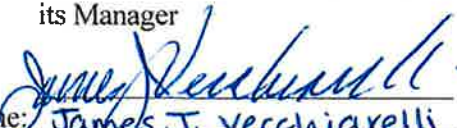
[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have signed, sealed and delivered this Tenth Amendment as of the Tenth Amendment Effective Date.

SELLER:

CWC SHOPS LC,
a Virginia limited liability company

By: MVP Management, LLC
a Virginia limited liability company
its Manager

By: 
Name: James J. Vecchiarelli
Title: manager

[Additional Signature Page Follows]

PURCHASER:


COMMONWEALTH LOFTS 9, LLC,
a Virginia limited liability company

By: Commonwealth Lofts 9 MM, LLC,
a Virginia limited liability company,
its Manager

By: SCG Development Partners, LLC, a Delaware
limited liability company, its Manager

By: SCG Development Manager, LLC, a
Delaware limited liability company, its
Managing Member

By: SCG Capital Corp., a Delaware corporation, its
Sole Member

By: 
Stephen P. Wilson,
President - Virginia Office


COMMONWEALTH LOFTS 4, LLC,
a Virginia limited liability company

By: Commonwealth Lofts 4 MM, LLC,
a Virginia limited liability company,
its Manager

By: SCG Development Partners, LLC, a Delaware
limited liability company, its Manager

By: SCG Development Manager, LLC, a
Delaware limited liability company, its
Managing Member

By: SCG Capital Corp., a Delaware corporation, its
Sole Member

By: 
Stephen P. Wilson,
President - Virginia Office

**ELEVENTH AMENDMENT TO REAL PROPERTY PURCHASE AND SALE
AGREEMENT**

THIS ELEVENTH AMENDMENT TO REAL PROPERTY PURCHASE AND SALE AGREEMENT (this “**Eleventh Amendment**”) is made effective this 26th day of September, 2024 (the “**Eleventh Amendment Effective Date**”) by and among **CWC SHOPS LC**, a Virginia limited liability company (“**Seller**”), **COMMONWEALTH LOFTS 9, LLC**, a Virginia limited liability company (“**9% Purchaser**”), and **COMMONWEALTH LOFTS 4, LLC**, a Virginia limited liability company (“**4% Purchaser**” and together with 9% Purchaser, “**Purchaser**”).

RECITALS:

WHEREAS, Scller and SCG Development Partners, LLC (“**SCG**”) are parties to that certain Real Property Purchase and Sale Agreement dated September 29, 2023, as amended by that certain First Amendment to Real Property Purchase and Sale Agreement dated December 12, 2023, that certain Second Amendment to Real Property Purchase and Sale Agreement dated January 10, 2024, that certain Third Amendment to Real Property Purchase and Sale Agreement dated February 1, 2024, that certain Fourth Amendment to Real Property Purchase and Sale Agreement dated February 28, 2024, that certain Fifth Amendment to Real Property Purchase and Sale Agreement dated March 20, 2024, that certain Sixth Amendment to Real Property Purchase and Sale Agreement dated April 19, 2024, that Seventh Amendment to Real Property Purchase and Sale Agreement dated May 23, 2024, that Eighth Amendment to Real Property Purchase and Sale Agreement dated June 25, 2024, that Ninth Amendment to Real Property Purchase and Sale Agreement dated June 25, 2024, and that Tenth Amendment to Real Property Purchase and Sale Agreement dated August 27, 2024, as assigned to Purchaser pursuant to that Assignment and Assumption of Real Property Purchase and Sale Agreement dated as of March 12, 2024 (collectively, the “**Agreement**”), regarding certain real property located in Loudoun County, Virginia, as more particularly described in the Agreement; and

WHEREAS, Purchaser and Seller now desire to modify and amend the Agreement under the terms set forth herein.

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

1. **Recitals**. The Recitals are hereby incorporated by reference as if fully set forth herein.
2. **Capitalized Terms**. All capitalized terms used in this Eleventh Amendment but not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement unless the context requires otherwise.
3. **Amendment**. The Agreement is amended as follows:

a. Purchaser's Inspection. Section 9.A. is amended to provide that the Inspection Period shall expire at 5:00 p.m. EST on October 31, 2024.

4. Miscellaneous.

a. Confirmation and Reaffirmation. Seller and Purchaser hereby confirm and reaffirm the Agreement as modified herein.

b. Full Force and Effect. Except as amended hereby, the Agreement shall remain in full force and effect.

c. Counterparts. This Eleventh Amendment may be executed in one or more counterparts, and all such counterparts shall constitute one and the same document, binding on Purchaser and Seller, even if all parties have not executed the same counterpart.

d. Governing Law. This Eleventh Amendment shall be governed by the law of the Commonwealth of Virginia.

e. **WAIVER OF JURY TRIAL.** TO THE FULL EXTENT PERMITTED BY LAW, PURCHASER AND SELLER AGREE TO WAIVE THE RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY LITIGATION OR JUDICIAL PROCEEDING CONCERNING, DIRECTLY OR INDIRECTLY, THE AGREEMENT, AS AMENDED, OR ACTS, OMISSIONS, OBLIGATIONS, DUTIES, RIGHTS, BENEFITS OR LIABILITY OF A PARTY HEREUNDER. THIS WAIVER IS KNOWINGLY, INTENTIONALLY AND VOLUNTARILY MADE BY EACH PARTY AFTER HAVING THE OPPORTUNITY TO SEEK LEGAL COUNSEL CONCERNING THIS WAIVER. THIS WAIVER SHALL ALSO APPLY TO ANY FUTURE AMENDMENT, SUPPLEMENT OR MODIFICATION OF THE AGREEMENT.

f. Electronic Execution. This Eleventh Amendment may be signed and transmitted by electronic means and the signature of any person on an electronically transmitted copy hereof shall be considered an original signature and have the same binding effect as an original signature on an original document. No party hereto may raise the fact that any signature was transmitted through electronic means as a defense to the enforcement of this Eleventh Amendment or any amendment hereto or other document executed in connection with the transaction contemplated by this Eleventh Amendment.

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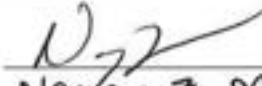
[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have signed, sealed and delivered this Eleventh Amendment as of the Eleventh Amendment Effective Date.

SELLER:

CWC SHOPS LC,
a Virginia limited liability company

By: MVP Management, LLC
a Virginia limited liability company
its Manager

By: 
Name: Nancy E. McGrath
Title: manager

[Additional Signature Page Follows]

PURCHASER:

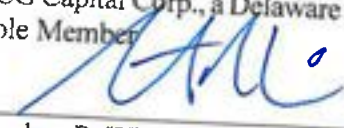
COMMONWEALTH LOFTS 9, LLC,
a Virginia limited liability company

By: Commonwealth Lofts 9 MM, LLC,
a Virginia limited liability company,
its Manager

By: SCG Development Partners, LLC, a Delaware
limited liability company, its Manager

By: SCG Development Manager, LLC, a
Delaware limited liability company, its
Managing Member

By: SCG Capital Corp., a Delaware corporation, its
Sole Member

By: 
Stephen P. Wilson,
President - Virginia Office


COMMONWEALTH LOFTS 4, LLC,
a Virginia limited liability company

By: Commonwealth Lofts 4 MM, LLC,
a Virginia limited liability company,
its Manager

By: SCG Development Partners, LLC, a Delaware
limited liability company, its Manager

By: SCG Development Manager, LLC, a
Delaware limited liability company, its
Managing Member

By: SCG Capital Corp., a Delaware corporation, its
Sole Member

By: 
Stephen P. Wilson,
President - Virginia Office

**ASSIGNMENT AND ASSUMPTION OF
REAL PROPERTY PURCHASE AND SALE AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION OF REAL PROPERTY PURCHASE AND SALE AGREEMENT ("**Assignment**") is made as March 12, 2024, by and between **SCG DEVELOPMENT PARTNERS, LLC**, a Delaware limited liability company (the "**Assignor**"), **COMMONWEALTH LOFTS 9, LLC**, a Virginia limited liability company (the "**9% Assignee**"), and **COMMONWEALTH LOFTS 4, LLC**, a Virginia limited liability company (the "**4% Assignee**" and together with 9% Assignee, the "**Assignee**").

RECITALS:

A. Assignor entered into Real Property Purchase and Sale Agreement dated as of September 29, 2023, as amended from time to time (collectively, the "**Contract**"), with CWC Shops LC, a Virginia limited liability company, as seller (the "**Seller**") for the purchase of certain real property located in Loudoun County, Virginia, consisting of approximately 5.42140 acres, and described more particularly in the Contract (the "**Property**").

B. Assignee intends to construct two (2) new affordable housing projects on the Property, with a project to be owned by 9% Assignee having 47 residential units and using 9% low-income housing tax credits ("**9% Project**"), and a project to be owned by 4% Assignee having 47 residential units and using 4% low-income housing tax credits ("**4% Project**").

C. Upon Assignee's purchase of the Property, Assignee will subject the Property to a condominium regime having two (2) condominium units, with one condominium unit immediately transferred to 9% Owner for the construction of the 9% Project and one condominium unit immediately transferred to 4% owner for the construction of the 4% Project.

D. Assignor formed Assignee, for the purposes of purchasing the Property pursuant to the terms of the Contract.

E. Assignor desires to assign to Assignee its right, title and interest in and to the Contract, and Assignee desires to accept such assignment and assume the rights and obligations of Assignor under the Contract.

AGREEMENT:

NOW, THEREFORE, for Ten and No/100 Dollars (\$10.00), the covenants and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Assignor and Assignee agree as follows:

1. **Assignment and Assumption**. Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the Contract. Assignee hereby accepts the assignment and assumes Assignor's rights and obligations under the Contract. This Assignment is subject to all other terms and conditions of the Contract.

2. **Purchase Price.** At closing on the acquisition of the Property, each of 9% Assignee and 4% Assignee acknowledges and agrees that it shall be responsible for one-half of the Purchase Price (i.e., up to \$1,880,000.00 each), as defined in Section 3(a) of the Contract.

3. **Representations.** Assignor represents to Assignee that the Contract is in full force and effect.

4. **Indemnification.** Assignee shall indemnify and hold Assignor harmless from any and all claims, costs, liabilities and causes of action of any kind pertaining to the Contract which may arise after the date of this Assignment Agreement.

4. **Interpretation.** The terms of this Assignment Agreement shall be interpreted and construed pursuant to the laws of the Commonwealth of Virginia.

5. **Miscellaneous.** This Assignment shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one agreement. Executed copies hereof may be delivered by telecopier or by PDF attachment to an e-mail and upon receipt shall be deemed originals and binding upon the parties hereto.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have set their hands and seals as of the date first written above.

ASSIGNOR:

SCG DEVELOPMENT PARTNERS, LLC,
a Delaware limited liability company

By: 

Name: Stephen P. Wilson

Title: President, its Authorized
Representative

9% ASSIGNEE:

COMMONWEALTH LOFTS 9, LLC,
a Virginia limited liability company

By: Commonwealth Lofts 9 MM, LLC,
a Virginia limited liability company,
its Manager

By: SCG Development Partners, LLC, a
Delaware limited liability company,
its Manager

By: SCG Development Manager, LLC, a
Delaware limited liability company,
its Managing Member

By: SCG Capital Corp., a Delaware
corporation, its Sole Member

By: 

Stephen P. Wilson,

President - Virginia Office

[Signature Page Follows]

4% ASSIGNEE:


COMMONWEALTH LOFTS 4, LLC,
a Virginia limited liability company

By: Commonwealth Lofts 4 MM, LLC,
a Virginia limited liability company,
its Manager

By: SCG Development Partners, LLC, a
Delaware limited liability company,
its Manager

By: SCG Development Manager, LLC, a
Delaware limited liability company,
its Managing Member

By: SCG Capital Corp., a Delaware
corporation, its Sole Member

By: 

Stephen P. Wilson,
President - Virginia Office

(104663953.2)

**AMENDED AND RESTATED
ASSIGNMENT AND ASSUMPTION OF
REAL PROPERTY PURCHASE AND SALE AGREEMENT**

THIS AMENDED AND RESTATED ASSIGNMENT AND ASSUMPTION OF REAL PROPERTY PURCHASE AND SALE AGREEMENT ("**Assignment**") is made as January 1, 2025, by and between **SCG DEVELOPMENT PARTNERS, LLC**, a Delaware limited liability company (the "**Assignor**"), **COMMONWEALTH LOFTS 9, LLC**, a Virginia limited liability company (the "**9% Assignee**"), and **COMMONWEALTH LOFTS 4, LLC**, a Virginia limited liability company (the "**4% Assignee**" and together with 9% Assignee, the "**Assignee**").

RECITALS:

A. Assignor entered into Real Property Purchase and Sale Agreement dated as of September 29, 2023, as amended from time to time (collectively, the "**Contract**"), with CWC Shops LC, a Virginia limited liability company, as seller (the "**Seller**") for the purchase of certain real property located in Loudoun County, Virginia, consisting of approximately 5.42140 acres, and described more particularly in the Contract (the "**Property**").

B. Assignee originally intended to construct two (2) new affordable housing projects on the Property, with a project to be owned by 9% Assignee having 47 residential units and using 9% low-income housing tax credits ("**9% Project**"), and a project to be owned by 4% Assignee having 47 residential units and using 4% low-income housing tax credits ("**4% Project**").

C. Assignor and Assignee entered into that certain Assignment and Assumption of Real Property Purchase and Sale Agreement dated as of March 12, 2024, whereby Assignor assigned the portion of the Contract related to the 9% Project to 9% Assignee and the balance of the Contract related to the 4% Project to 4% Assignee ("**Original Assignment**").

D. Assignee has decided to develop the Property into a single affordable housing project having 94 residential units and using 4% low-income housing tax credits (the "**Project**").

E. The parties hereto desire to terminate the terms of the Original Assignment, and Assignor desires to assign to 4% Assignee its right, title and interest in and to the Contract, and 4% Assignee desires to accept such assignment and assume the rights and obligations of Assignor under the Contract.

AGREEMENT:

NOW, THEREFORE, for Ten and No/100 Dollars (\$10.00), the covenants and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Assignor and 4% Assignee agree as follows:

1. **Assignment and Assumption**. Assignor hereby assigns to 4% Assignee all of Assignor's right, title and interest in and to the Contract. 4% Assignee hereby accepts the

assignment and assumes Assignor's rights and obligations under the Contract. 9% Assignee is a party to this Assignment to acknowledge its release from the Original Assignment and the assignment of the Contract, in its entirety, to 4% Assignee. This Assignment is subject to all other terms and conditions of the Contract and amends and restates, in its entirety, the Original Assignment.

2. **Purchase Price.** At closing on the acquisition of the Property, 4% Assignee acknowledges and agrees that it shall be responsible for the entire Purchase Price (i.e., up to \$2,538,000.00), as defined in the Ninth Amendment to the Contract, dated June 25, 2024.

3. **Representations.** Assignor represents to 4% Assignee that the Contract is in full force and effect.

4. **Indemnification.** 4% Assignee shall indemnify and hold Assignor harmless from any and all claims, costs, liabilities and causes of action of any kind pertaining to the Contract which may arise after the date of this Assignment Agreement.

4. **Interpretation.** The terms of this Assignment Agreement shall be interpreted and construed pursuant to the laws of the Commonwealth of Virginia.

5. **Miscellaneous.** This Assignment shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one agreement. Executed copies hereof may be delivered by telecopier or by PDF attachment to an e-mail and upon receipt shall be deemed originals and binding upon the parties hereto.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have set their hands and seals as of the date first written above.

ASSIGNOR:

SCG DEVELOPMENT PARTNERS, LLC,
a Delaware limited liability company

By: 

Name: Stephen P. Wilson

Title: President, its Authorized
Representative

4% ASSIGNEE:

COMMONWEALTH LOFTS 4, LLC,
a Virginia limited liability company

By: Commonwealth Lofts 4 MM, LLC,
a Virginia limited liability company,

By: SCG Development Partners, LLC, a
Delaware limited liability company,
its Manager

By: SCG Development Manager, LLC, a
Delaware limited liability company,
its Managing Member

By: SCG Capital Corp., a Delaware
corporation, its Sole Member

By: 

Stephen P. Wilson,
President - Virginia Office

[Signature Page Follows]

9% ASSIGNEE:

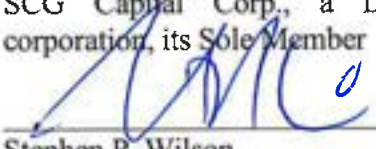
COMMONWEALTH LOFTS 9, LLC,
a Virginia limited liability company

By: Commonwealth Lofts 9 MM, LLC,
a Virginia limited liability company,

By: SCG Development Partners, LLC, a
Delaware limited liability company,
its Manager

By: SCG Development Manager, LLC, a
Delaware limited liability company,
its Managing Member

By: SCG Capital Corp., a Delaware
corporation, its Sole Member

By: 

Stephen P. Wilson,
President - Virginia Office

Commonwealth Lofts - Assignment and Assumption of Purchase Ag(107164185.2)

Owner

| | |
|-------------------|------------------------------|
| Name | CWC SHOPS LC |
| Care Of | |
| Mailing Address | 12500 FAIR LAKES CIR STE 400 |
| . | |
| . | FAIRFAX VA 22033-3804 |
| Instrument Number | 202107230079669 |
| Book | |
| Page | |

Parcel

| | |
|---------------------------------|-----------------------------|
| Primary Address | 20550 HERON OVERLOOK PLZ |
| Tax Map # | /80/H/1/////1A |
| State Use Class | Resd. Condos Only |
| Total Land Area (Acreage) | 5.42 |
| Total Land Area (SQFT) | |
| Election District | BROAD RUN |
| Billing District | Broad Run District |
| Billing Split Notes 1 | |
| Billing Split Notes 2 | |
| Special Ad Valorem Tax District | Not Taxable for Rte 28 only |
| Special Project District | |
| Living Units | |
| Structure Occupancy | PARENT PARCEL |
| Garage/PrkgSp Community | |
| Subdivision | DULLES OVERLOOK LB B |
| Affordable Dwelling Unit (Y/N) | NO: PROPERTY IS NOT ADU. |
| Ag District | |
| Ag District Starting Date | |
| Ag District End Date | |
| Deactivation Status | |
| Solar Exemption? | NO |

Legal Description

| | |
|-------------------|--|
| Legal Description | DULLES OVERLOOK LB B LOT 1A |
| . | 202312080048854/5P (CORR) |
| . | 202312060048571 ESMT, 202107230079668/9P |

General Information

Loudoun County is providing public record information as a public service in accordance with Virginia Code Title 58.1-3122.2 (1998). The Loudoun County Commissioner of the Revenue provides annual valuations and maintenance of fair market values for equitable assessments on all types of real property.

The property information made available on this site includes ownership and deed information, legal description, sales information, assessment values and house characteristics and can be searched by Parcel ID Number, Address and Tax Map Number. The site is updated weekly. Parcels are linked to the Loudoun County GIS, with map overlays displaying boundary and environmental information such as topography, soils, flood plain and major roads.

Condominium garage units or assigned parking spaces associated with condominiums may have separate parcel identification numbers - and may be assessed separately.

Tax History / Payment

Click on the Parcel ID to view its related document
[040353062000](#)

2024 Values

| | |
|--------------------------|-------------|
| Fair Market Land | \$1,880,000 |
| Fair Market Building | \$0 |
| Prorated Bldg | \$0 |
| Effective Date | |
| Fair Market Total | \$1,880,000 |
| Land Use Value | \$0 |
| Total Taxable Value | \$1,880,000 |
| *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

2023 Values

| Process Type | FM Land | FM Building | Effective Date | Supp/(Exon) | FM Total | LU Deferred | Taxable Value |
|--------------|-------------|-------------|----------------|--------------|-------------|-------------|---------------|
| Notice | \$4,130,000 | | | | \$4,130,000 | | \$4,130,000 |
| Landbook | \$4,130,000 | | | | \$4,130,000 | | \$4,130,000 |
| Supp/(Exon) | | | 01/01/2023 | -\$2,004,000 | | | \$2,126,000 |

2022 Values

| Process Type | FM Land | FM Building | Effective Date | Supp/(Exon) | FM Total | LU Deferred | Taxable Value |
|--------------|-------------|-------------|----------------|-------------|-------------|-------------|---------------|
| Notice | \$2,126,000 | | | | \$2,126,000 | | \$2,126,000 |
| Landbook | \$2,126,000 | | | | \$2,126,000 | | \$2,126,000 |

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](#).

Sales / Transfers

| Date | Sale Price | Buyer |
|------------|------------|-------|
| 07/23/2021 | \$0 | |

Sales / Transfers Details

| | |
|----------------------------------|-----------------|
| Sale Date | 07/23/2021 |
| Sale Price | \$0 |
| Seller | |
| Buyer | |
| Valuation Code | N/A |
| Instrument Number | 202107230079669 |
| Recordation Date | 07/23/2021 |
| Deed Book and Page | - |
| Multi-Parcel Sale (# of Parcels) | |
| Additional Notes | |
| Note | |

Tax History / Payment

Click on the Parcel ID to view its related document

[040353062000](#)

Map It

Click on the Parcel ID to view its related document

[040353062000](#)

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.

New Construction – EnergyStar Certification

The development's design meets the criteria for the EnergyStar Certification. Rater understands that before issuance of IRS Form 8609, the applicant will obtain and provide EnergyStar Certification to Virginia Housing.

Rehabilitation – 30% performance increase over existing, based on HERS index.

Or, it must provide evidence of a HERS Index of 80 or lower. The rater understands that before IRS Form 8609 is issued, the rater must provide Virginia Housing with energy performance certification.

Adaptive Reuse – Must provide evidence of a HERS index of 95 or lower. The rater understands that before IRS Form 8609 is issued, the rater must provide Virginia Housing with energy performance certification.

Additional Optional Certification

I certify that the development's plans and specifications incorporate all items for the certification as indicated below, and I am an accredited verifier of said certification. If the plans and specifications do not include requirements to obtain the certification, those requirements must still be met, even though the application is accepted for credits. Rater understands that before issuance of IRS Form 8609, the applicant will obtain and provide Certification to Virginia Housing.


Earthcraft Certification - The development's design meets the criteria to obtain Earthcraft Multifamily program gold certification or higher.

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


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

Enterprise Green Communities—The development's design meets the requirements stated in the Enterprise Green Communities Criteria for this development's construction type to obtain certification.

*****Please Note Raters must have completed 500+ ratings to certify this form*****


RESNET Rater Signature _____ Printed Name _____ Date _____

RESNET Provider Agency _____ Provider Contact Name _____


Contact Signature _____ Email _____ Phone _____

Home Energy Rating Certificate

Projected Report

Based on Plans

Rating Date:

Registry ID:

Ekotrope ID: dNBA4Zwd

HERS® Index Score:

53

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

Annual Savings

\$984

*Relative to an average U.S. home

Home:

20550 Heron Overlook Plaza

Ashburn, VA

Builder:

Your Home's Estimated Energy Use:

| | Use [MBtu] | Annual Cost |
|-------------------------|-------------|----------------|
| Heating | 5.2 | \$172 |
| Cooling | 0.9 | \$36 |
| Hot Water | 4.1 | \$172 |
| Lights/Appliances | 9.6 | \$400 |
| Service Charges | | \$240 |
| Generation (e.g. Solar) | 0.0 | \$0 |
| Total: | 19.8 | \$1,019 |

This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.1

ENERGY STAR MF v1.0

Rating Completed by:

Energy Rater: Scott Atkinson

RESNET ID: 0075796

Rating Company: Sustainable Building Partners, LLC

2701 Prosperity Avenue, Suite 100

17039702890

Rating Provider: Building Performance Solutions

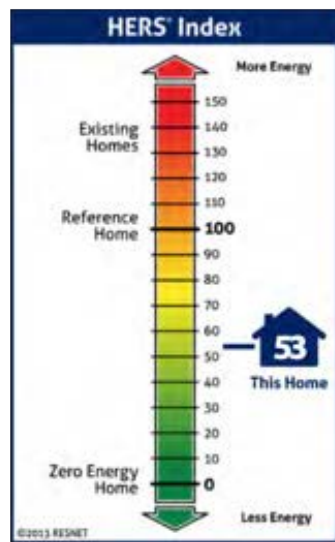
11 Yorktown Ct.

5406836936

Scott Atkinson

Scott Atkinson, Certified Energy Rater

Digitally signed: 1/2/25 at 5:14 PM



Home Feature Summary:

| | |
|--------------------------|--|
| Home Type: | Apartment, inside unit |
| Model: | N/A |
| Community: | N/A |
| Conditioned Floor Area: | 739 ft ² |
| Number of Bedrooms: | 1 |
| Primary Heating System: | Air Source Heat Pump • Electric • 7.8 HSPF2 |
| Primary Cooling System: | Air Source Heat Pump • Electric • 15.2 SEER2 |
| Primary Water Heating: | Residential Water Heater • Electric • 0.95 Energy Factor |
| House Tightness: | 5 ACH50 (Adjusted Infiltration: 0.50 ACH50) |
| Ventilation: | 40 CFM • 14 Watts (Default) • Supply Only |
| Duct Leakage to Outside: | 4 CFM25 / 100 ft ² |
| Above Grade Walls: | R-20 |
| Ceiling: | Adiabatic, R-13 |
| Window Type: | U-Value: 0.29, SHGC: 0.23 |
| Foundation Walls: | N/A |
| Framed Floor: | R-17 |



Ekotrope RATER - Version:4.2.2.3543

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

This report does not constitute any warranty or guarantee.

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date:
Registry ID:
Ekotrope ID: vQxmnpJd

HERS® Index Score:

51

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

Annual Savings

\$929

*Relative to an average U.S. home

Home:
20550 Heron Overlook Plaza
Ashburn, VA

Builder:

Your Home's Estimated Energy Use:

| | Use [MBtu] | Annual Cost |
|-------------------------|-------------|--------------|
| Heating | 2.8 | \$97 |
| Cooling | 0.9 | \$36 |
| Hot Water | 4.1 | \$172 |
| Lights/Appliances | 9.6 | \$400 |
| Service Charges | | \$240 |
| Generation (e.g. Solar) | 0.0 | \$0 |
| Total: | 17.4 | \$945 |

This home meets or exceeds the criteria of the following:

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

Rating Completed by:

Energy Rater: Scott Atkinson
RESNET ID: 0075796

Rating Company: Sustainable Building Partners, LLC
2701 Prosperity Avenue, Suite 100
17039702890

Rating Provider: Building Performance Solutions
11 Yorktown Ct.
5406836936

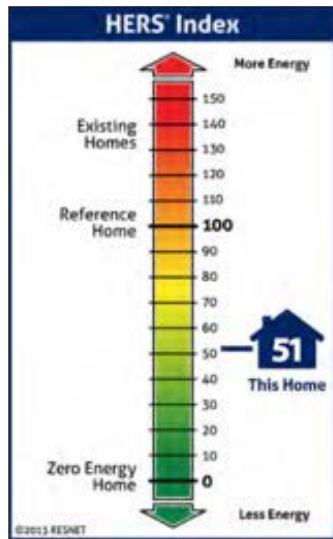


Scott Atkinson

Scott Atkinson, Certified Energy Rater
Digitally signed: 1/2/25 at 5:14 PM

Home Feature Summary:

| | |
|--------------------------|--|
| Home Type: | Apartment, inside unit |
| Model: | N/A |
| Community: | N/A |
| Conditioned Floor Area: | 739 ft ² |
| Number of Bedrooms: | 1 |
| Primary Heating System: | Air Source Heat Pump • Electric • 7.8 HSPF2 |
| Primary Cooling System: | Air Source Heat Pump • Electric • 15.2 SEER2 |
| Primary Water Heating: | Residential Water Heater • Electric • 0.95 Energy Factor |
| House Tightness: | 5 ACH50 (Adjusted Infiltration: 0.48 ACH50) |
| Ventilation: | 40 CFM • 14 Watts (Default) • Supply Only |
| Duct Leakage to Outside: | 4 CFM25 / 100 ft ² |
| Above Grade Walls: | R-20 |
| Ceiling: | Adiabatic, R-13 |
| Window Type: | U-Value: 0.29, SHGC: 0.23 |
| Foundation Walls: | N/A |
| Framed Floor: | R-13 |



Ekotrope RATER - Version:4.2.2.3543

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

This report does not constitute any warranty or guarantee.

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date:
Registry ID:
Ekotrope ID: vpOR8MVd

HERS® Index Score:

54

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

Annual Savings

\$948

*Relative to an average U.S. home

Home:
20550 Heron Overlook Plaza
Ashburn, VA

Builder:

Your Home's Estimated Energy Use:

| | Use [MBtu] | Annual Cost |
|-------------------------|-------------|----------------|
| Heating | 4.5 | \$150 |
| Cooling | 1.2 | \$50 |
| Hot Water | 4.1 | \$172 |
| Lights/Appliances | 9.6 | \$400 |
| Service Charges | | \$240 |
| Generation (e.g. Solar) | 0.0 | \$0 |
| Total: | 19.4 | \$1,012 |

This home meets or exceeds the criteria of the following:

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

Rating Completed by:

Energy Rater: Scott Atkinson
RESNET ID: 0075796

Rating Company: Sustainable Building Partners, LLC
2701 Prosperity Avenue, Suite 100
17039702890

Rating Provider: Building Performance Solutions
11 Yorktown Ct.
5406836936

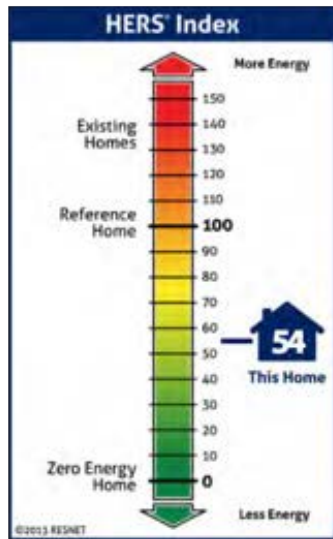


Scott Atkinson

Scott Atkinson, Certified Energy Rater
Digitally signed: 1/2/25 at 5:14 PM

Home Feature Summary:

| | |
|--------------------------|--|
| Home Type: | Apartment, inside unit |
| Model: | N/A |
| Community: | N/A |
| Conditioned Floor Area: | 739 ft ² |
| Number of Bedrooms: | 1 |
| Primary Heating System: | Air Source Heat Pump • Electric • 7.8 HSPF2 |
| Primary Cooling System: | Air Source Heat Pump • Electric • 15.2 SEER2 |
| Primary Water Heating: | Residential Water Heater • Electric • 0.95 Energy Factor |
| House Tightness: | 5 ACH50 (Adjusted Infiltration: 1.84 ACH50) |
| Ventilation: | 40 CFM • 14 Watts (Default) • Supply Only |
| Duct Leakage to Outside: | 4 CFM25 / 100 ft ² |
| Above Grade Walls: | R-20 |
| Ceiling: | Vaulted Roof, R-30 |
| Window Type: | U-Value: 0.29, SHGC: 0.23 |
| Foundation Walls: | N/A |
| Framed Floor: | R-13 |



Ekotrope RATER - Version:4.2.2.3543

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

This report does not constitute any warranty or guarantee.

Home Energy Rating Certificate

Projected Report

Based on Plans

Rating Date:

Registry ID:

Ekotrope ID: LVp71Xrv

HERS® Index Score:

56

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

Annual Savings

\$1,308

*Relative to an average U.S. home

Home:

20550 Heron Overlook Plaza
Ashburn, VA

Builder:

Your Home's Estimated Energy Use:

| | Use [MBtu] | Annual Cost |
|-------------------------|-------------|----------------|
| Heating | 11.4 | \$374 |
| Cooling | 1.9 | \$81 |
| Hot Water | 5.5 | \$229 |
| Lights/Appliances | 11.1 | \$461 |
| Service Charges | | \$240 |
| Generation (e.g. Solar) | 0.0 | \$0 |
| Total: | 30.0 | \$1,385 |

This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.1

ENERGY STAR MF v1.0

Rating Completed by:

Energy Rater: Scott Atkinson

RESNET ID: 0075796

Rating Company: Sustainable Building Partners, LLC

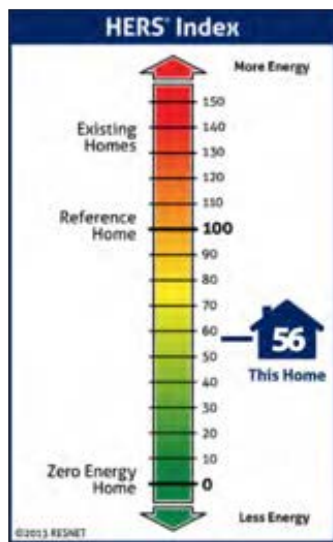
2701 Prosperity Avenue, Suite 100

17039702890

Rating Provider: Building Performance Solutions

11 Yorktown Ct.

5406836936



Home Feature Summary:

| | |
|--------------------------|--|
| Home Type: | Apartment, end unit |
| Model: | N/A |
| Community: | N/A |
| Conditioned Floor Area: | 949 ft ² |
| Number of Bedrooms: | 2 |
| Primary Heating System: | Air Source Heat Pump • Electric • 7.8 HSPF2 |
| Primary Cooling System: | Air Source Heat Pump • Electric • 15.5 SEER2 |
| Primary Water Heating: | Residential Water Heater • Electric • 0.95 Energy Factor |
| House Tightness: | 5 ACH50 (Adjusted Infiltration: 2.99 ACH50) |
| Ventilation: | 50 CFM • 17.5 Watts (Default) • Supply Only |
| Duct Leakage to Outside: | 4 CFM25 / 100 ft ² |
| Above Grade Walls: | R-20 |
| Ceiling: | Adiabatic, R-13 |
| Window Type: | U-Value: 0.29, SHGC: 0.23 |
| Foundation Walls: | N/A |
| Framed Floor: | R-19 |

Scott Atkinson

Scott Atkinson, Certified Energy Rater

Digitally signed: 1/2/25 at 5:14 PM



Ekotrope RATER - Version:4.2.2.3543

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

This report does not constitute any warranty or guarantee.

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date:
Registry ID:
Ekotrope ID: dE1P4Gkd

HERS® Index Score:

55

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

Annual Savings

\$1,282

*Relative to an average U.S. home

Home:
20550 Heron Overlook Plaza
Ashburn, VA

Builder:

Your Home's Estimated Energy Use:

| | Use [MBtu] | Annual Cost |
|-------------------------|-------------|----------------|
| Heating | 9.1 | \$303 |
| Cooling | 2.0 | \$83 |
| Hot Water | 5.5 | \$229 |
| Lights/Appliances | 11.1 | \$462 |
| Service Charges | | \$240 |
| Generation (e.g. Solar) | 0.0 | \$0 |
| Total: | 27.8 | \$1,317 |

This home meets or exceeds the criteria of the following:

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

Rating Completed by:

Energy Rater: Scott Atkinson
RESNET ID: 0075796

Rating Company: Sustainable Building Partners, LLC
2701 Prosperity Avenue, Suite 100
17039702890

Rating Provider: Building Performance Solutions
11 Yorktown Ct.
5406836936

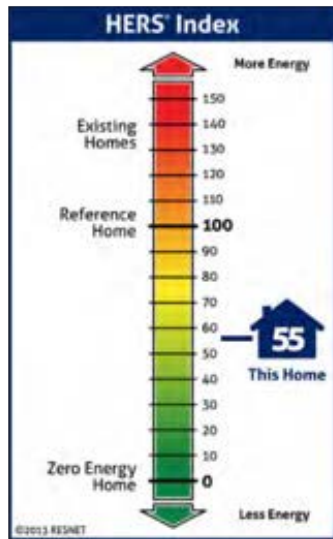


Scott Atkinson

Scott Atkinson, Certified Energy Rater
Digitally signed: 1/2/25 at 5:14 PM

Home Feature Summary:

| | |
|--------------------------|--|
| Home Type: | Apartment, end unit |
| Model: | N/A |
| Community: | N/A |
| Conditioned Floor Area: | 949 ft ² |
| Number of Bedrooms: | 2 |
| Primary Heating System: | Air Source Heat Pump • Electric • 7.8 HSPF2 |
| Primary Cooling System: | Air Source Heat Pump • Electric • 15.5 SEER2 |
| Primary Water Heating: | Residential Water Heater • Electric • 0.95 Energy Factor |
| House Tightness: | 5 ACH50 (Adjusted Infiltration: 1.57 ACH50) |
| Ventilation: | 50 CFM • 17.5 Watts (Default) • Supply Only |
| Duct Leakage to Outside: | 4 CFM25 / 100 ft ² |
| Above Grade Walls: | R-20 |
| Ceiling: | Adiabatic, R-13 |
| Window Type: | U-Value: 0.29, SHGC: 0.23 |
| Foundation Walls: | N/A |
| Framed Floor: | R-17 |



Ekotrope RATER - Version:4.2.2.3543

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

This report does not constitute any warranty or guarantee.

Home Energy Rating Certificate

Projected Report

Based on Plans

Rating Date:

Registry ID:

Ekotrope ID: LMkz5rev

HERS® Index Score:

58

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

Annual Savings

\$1,312

*Relative to an average U.S. home

Home:

20550 Heron Overlook Plaza
Ashburn, VA

Builder:

Your Home's Estimated Energy Use:

| | Use [MBtu] | Annual Cost |
|-------------------------|-------------|----------------|
| Heating | 11.9 | \$388 |
| Cooling | 2.4 | \$100 |
| Hot Water | 5.5 | \$229 |
| Lights/Appliances | 11.1 | \$461 |
| Service Charges | | \$240 |
| Generation (e.g. Solar) | 0.0 | \$0 |
| Total: | 30.9 | \$1,417 |

This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.1

ENERGY STAR MF v1.0

Rating Completed by:

Energy Rater: Scott Atkinson

RESNET ID: 0075796

Rating Company: Sustainable Building Partners, LLC

2701 Prosperity Avenue, Suite 100

17039702890

Rating Provider: Building Performance Solutions

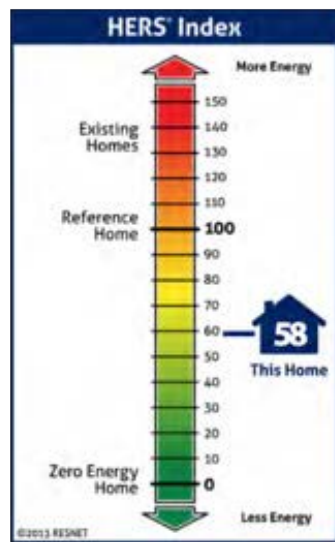
11 Yorktown Ct.

5406836936

Scott Atkinson

Scott Atkinson, Certified Energy Rater

Digitally signed: 1/2/25 at 5:14 PM



Home Feature Summary:

| | |
|--------------------------|--|
| Home Type: | Apartment, end unit |
| Model: | N/A |
| Community: | N/A |
| Conditioned Floor Area: | 949 ft ² |
| Number of Bedrooms: | 2 |
| Primary Heating System: | Air Source Heat Pump • Electric • 7.8 HSPF2 |
| Primary Cooling System: | Air Source Heat Pump • Electric • 15.5 SEER2 |
| Primary Water Heating: | Residential Water Heater • Electric • 0.95 Energy Factor |
| House Tightness: | 5 ACH50 (Adjusted Infiltration: 2.98 ACH50) |
| Ventilation: | 50 CFM • 17.5 Watts (Default) • Supply Only |
| Duct Leakage to Outside: | 4 CFM25 / 100 ft ² |
| Above Grade Walls: | R-20 |
| Ceiling: | Vaulted Roof, R-30 |
| Window Type: | U-Value: 0.29, SHGC: 0.23 |
| Foundation Walls: | N/A |
| Framed Floor: | R-17 |



Ekotrope RATER - Version:4.2.2.3543

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

This report does not constitute any warranty or guarantee.

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date:
Registry ID:
Ekotrope ID: vobmxwpd

HERS® Index Score:

55

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

Annual Savings

\$1,500

*Relative to an average U.S. home

Home:
20550 Heron Overlook Plaza
Ashburn, VA

Builder:

Your Home's Estimated Energy Use:

| | Use [MBtu] | Annual Cost |
|-------------------------|-------------|----------------|
| Heating | 11.9 | \$381 |
| Cooling | 1.9 | \$78 |
| Hot Water | 6.8 | \$280 |
| Lights/Appliances | 12.8 | \$531 |
| Service Charges | | \$240 |
| Generation (e.g. Solar) | 0.0 | \$0 |
| Total: | 33.3 | \$1,509 |

This home meets or exceeds the criteria of the following:

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

Rating Completed by:

Energy Rater: Scott Atkinson
RESNET ID: 0075796

Rating Company: Sustainable Building Partners, LLC
2701 Prosperity Avenue, Suite 100
17039702890

Rating Provider: Building Performance Solutions
11 Yorktown Ct.
5406836936

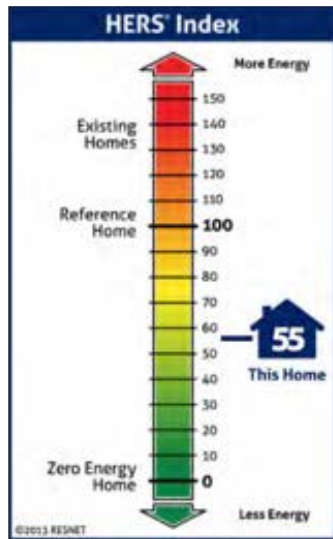


Scott Atkinson

Scott Atkinson, Certified Energy Rater
Digitally signed: 1/2/25 at 5:14 PM

Home Feature Summary:

| | |
|--------------------------|--|
| Home Type: | Apartment, inside unit |
| Model: | N/A |
| Community: | N/A |
| Conditioned Floor Area: | 1,190 ft ² |
| Number of Bedrooms: | 3 |
| Primary Heating System: | Air Source Heat Pump • Electric • 7.8 HSPF2 |
| Primary Cooling System: | Air Source Heat Pump • Electric • 15.5 SEER2 |
| Primary Water Heating: | Residential Water Heater • Electric • 0.95 Energy Factor |
| House Tightness: | 5 ACH50 (Adjusted Infiltration: 1.06 ACH50) |
| Ventilation: | 65 CFM • 22.75 Watts (Default) • Supply Only |
| Duct Leakage to Outside: | 4 CFM25 / 100 ft ² |
| Above Grade Walls: | R-20 |
| Ceiling: | Adiabatic, R-13 |
| Window Type: | U-Value: 0.29, SHGC: 0.23 |
| Foundation Walls: | N/A |
| Framed Floor: | R-17 |



Ekotrope RATER - Version:4.2.2.3543

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

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date:
Registry ID:
Ekotrope ID: vQxmpDPd

HERS® Index Score:

53

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

Annual Savings

\$1,406

*Relative to an average U.S. home

Home:
20550 Heron Overlook Plaza
Ashburn, VA

Builder:

Your Home's Estimated Energy Use:

| | Use [MBtu] | Annual Cost |
|-------------------------|-------------|----------------|
| Heating | 7.8 | \$255 |
| Cooling | 1.9 | \$78 |
| Hot Water | 6.7 | \$280 |
| Lights/Appliances | 12.8 | \$532 |
| Service Charges | | \$240 |
| Generation (e.g. Solar) | 0.0 | \$0 |
| Total: | 29.2 | \$1,386 |

This home meets or exceeds the criteria of the following:

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

Rating Completed by:

Energy Rater: Scott Atkinson
RESNET ID: 0075796

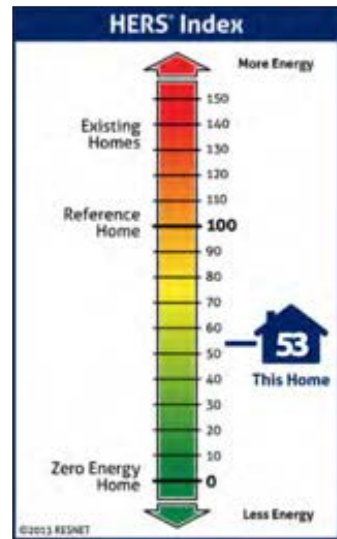
Rating Company: Sustainable Building Partners, LLC
2701 Prosperity Avenue, Suite 100
17039702890

Rating Provider: Building Performance Solutions
11 Yorktown Ct.
5406836936



Scott Atkinson

Scott Atkinson, Certified Energy Rater
Digitally signed: 1/2/25 at 5:14 PM



Home Feature Summary:

| | |
|--------------------------|--|
| Home Type: | Apartment, inside unit |
| Model: | N/A |
| Community: | N/A |
| Conditioned Floor Area: | 1,190 ft ² |
| Number of Bedrooms: | 3 |
| Primary Heating System: | Air Source Heat Pump • Electric • 7.8 HSPF2 |
| Primary Cooling System: | Air Source Heat Pump • Electric • 15.5 SEER2 |
| Primary Water Heating: | Residential Water Heater • Electric • 0.95 Energy Factor |
| House Tightness: | 5 ACH50 (Adjusted Infiltration: 1.03 ACH50) |
| Ventilation: | 65 CFM • 22.75 Watts (Default) • Supply Only |
| Duct Leakage to Outside: | 4 CFM25 / 100 ft ² |
| Above Grade Walls: | R-20 |
| Ceiling: | Adiabatic, R-13 |
| Window Type: | U-Value: 0.29, SHGC: 0.23 |
| Foundation Walls: | N/A |
| Framed Floor: | R-13 |



Ekotrope RATER - Version:4.2.2.3543

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

This report does not constitute any warranty or guarantee.

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date:
Registry ID:
Ekotrope ID: Lbp6gDZv

HERS® Index Score:

56

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

Annual Savings

\$1,439

*Relative to an average U.S. home

Home:
20550 Heron Overlook Plaza
Ashburn, VA

Builder:

Your Home's Estimated Energy Use:

| | Use [MBtu] | Annual Cost |
|-------------------------|-------------|----------------|
| Heating | 10.8 | \$349 |
| Cooling | 2.4 | \$100 |
| Hot Water | 6.7 | \$280 |
| Lights/Appliances | 12.8 | \$531 |
| Service Charges | | \$240 |
| Generation (e.g. Solar) | 0.0 | \$0 |
| Total: | 32.8 | \$1,499 |

This home meets or exceeds the criteria of the following:

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

Rating Completed by:

Energy Rater: Scott Atkinson
RESNET ID: 0075796

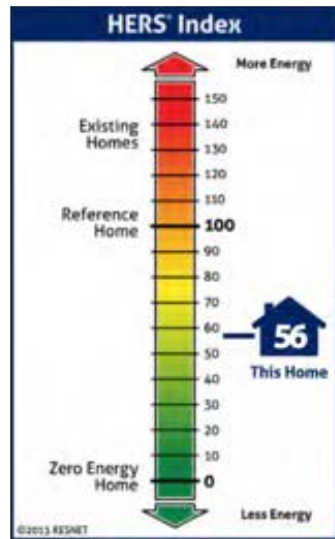
Rating Company: Sustainable Building Partners, LLC
2701 Prosperity Avenue, Suite 100
17039702890

Rating Provider: Building Performance Solutions
11 Yorktown Ct.
5406836936



Scott Atkinson

Scott Atkinson, Certified Energy Rater
Digitally signed: 1/2/25 at 5:14 PM



Home Feature Summary:

| | |
|--------------------------|--|
| Home Type: | Apartment, inside unit |
| Model: | N/A |
| Community: | N/A |
| Conditioned Floor Area: | 1,190 ft ² |
| Number of Bedrooms: | 3 |
| Primary Heating System: | Air Source Heat Pump • Electric • 7.8 HSPF2 |
| Primary Cooling System: | Air Source Heat Pump • Electric • 15.5 SEER2 |
| Primary Water Heating: | Residential Water Heater • Electric • 0.95 Energy Factor |
| House Tightness: | 5 ACH50 (Adjusted Infiltration: 2.46 ACH50) |
| Ventilation: | 65 CFM • 22.75 Watts (Default) • Supply Only |
| Duct Leakage to Outside: | 4 CFM25 / 100 ft ² |
| Above Grade Walls: | R-20 |
| Ceiling: | Vaulted Roof, R-30 |
| Window Type: | U-Value: 0.29, SHGC: 0.23 |
| Foundation Walls: | N/A |
| Framed Floor: | R-13 |



Ekotrope RATER - Version:4.2.2.3543

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

This report does not constitute any warranty or guarantee.

Tab G:

Zoning Certification Letter (MANDATORY)



Zoning Certification

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

General Instructions:

1. The Local Certification section **must** be completed by the appropriate local official or Civil Engineer.
2. The Engineer **must** be registered in the Commonwealth of Virginia.
3. 'Development Description' should be provided by the Owner.
4. 'Development Address' should correspond to I.A.2 on page 1 of the application.
5. 'Legal Description' should correspond to the site control document in the application.
6. 'Proposed Improvements' should correspond with I.B & D and III.A of the application.
7. 'Other Descriptive Information' should correspond with the information in the application.
8. Any change in this Certification may result in disqualification of the application.

If you have any questions, please contact the Tax Credit Allocation Department at:

taxcreditapps@virginiahousing.com

Zoning Certification

DATE: January 2, 2025

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

RE: ZONING CERTIFICATION
Name of Development: Commonwealth Lofts
Name of Owner/Applicant: Commonwealth Lofts 4, LLC
Name of Seller/Current Owner: CWC Shops LC

The above-referenced Owner/Applicant has asked this office to complete this form letter regarding the zoning of the proposed Development (more fully described below). This certification is rendered solely to confirm proper zoning for the site of the Development. It is understood that this letter will be used by the Virginia Housing Development Authority solely to determine whether the Development qualifies for points available under VHDA’s Qualified Allocation Plan for housing tax credit.

DEVELOPMENT DESCRIPTION:

Development Address:
20550 Heron Overlook Plaza
Ashburn, VA
20147

Leal Description:
See Legal Description attached.

Proposed Improvements:

Construction

| | | | | | | |
|-------------------|---------|----|-------------|---|------------------|------------|
| New Construction: | # Units | 94 | # Buildings | 1 | Total Floor Area | 132,119.50 |
| Adaptive Reuse | # Units | | # Buildings | | Total Floor Area | |
| Rehabilitation: | # Units | | # Buildings | | Total Floor Area | |

Zoning Certification, cont'd

Current Zoning: R-24 allowing a density of 24 units per acre, and the following other applicable conditions: See below

Other Descriptive Information:

This project is subject to Loudoun County zoning applications ZMAP-2022-0016, ZMOD-2022-0061, ZMOD-2022-0062, and the associated development proffers.

LOCAL CERTIFICATION:

Check one of the following a 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 no zoning violations outstanding on this property, and no further zoning approvals and/or special use permits are required.

Curtis G Mason II

Signature

Curtis G Mason II

Digitally signed by Curtis G Mason II
DN: C=US, E=cgmason@gordon.us.com, O=Gordon US, CN=Curtis G Mason II
Date: 2025.01.13 10:04:39-08'00'

Printed Name

Curtis Mason, PE

Title of Local Official or Civil Engineer

(703) 263-1900

Phone

January 2, 2025

Date

NOTES TO LOCALITY:

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

taxcreditapps@virginiahousing.com.



DESCRIPTION OF
LAND BAY B, LOT 1A
DULLES OVERLOOK
BROAD RUN ELECTION DISTRICT
LOUDOUN COUNTY, VIRGINIA

Beginning at the intersection of the easterly right-of-way line of Loudoun County Parkway (Route 607) and the southerly right-of-way line of Russell Branch Parkway (Route 1061), thence departing said easterly right-of-way line of Loudoun County Parkway (Route 607) and with said southerly right-of-way line of Russell Branch Parkway (Route 1061), the following eight (8) courses;

N 36° 49' 34" E, 44.82 feet to a point;
N 85° 42' 02" E, 109.91 feet to a point;

with a curve to the left whose radius is 696.00 feet, a distance of 297.82 feet and a chord bearing and chord of N 62° 54' 40" E, 295.55 feet, respectively, to a point;

S 84° 59' 46" E, 51.73 feet to a point;
N 49° 21' 17" E, 56.00 feet to a point;
N 40° 38' 43" W, 11.81 feet to a point;
N 04° 21' 17" E, 52.06 feet to a point;
N 47° 23' 59" E, 55.09 feet,

to a point being a northwesterly corner of Parcel A2, Dulles Overlook, thence departing said southerly right-of-way line of Russell Branch Parkway (Route 1061) and with the westerly lines of said Parcel A2, Dulles Overlook, the following seventy (8) courses;

S 51° 10' 49" E, 10.69 feet to a point;
S 49° 30' 17" W, 35.94 feet to a point;
S 03° 48' 45" W, 15.23 feet to a point;
S 64° 26' 26" W, 12.92 feet to a point;
S 19° 59' 00" W, 5.93 feet to a point;
S 16° 41' 59" E, 10.58 feet to a point;
S 34° 30' 25" E, 19.67 feet to a point;
S 04° 05' 29" E, 18.93 feet,

to a point, marking the northwesterly corner of Parcel D, Dulles Overlook, thence departing said Parcel A2, Dulles Overlook, and with the westerly lines of said Parcel D, Dulles Overlook the following four (4) courses;

S 14° 21' 11" E, 30.34 feet to a point;
S 19° 37' 01" E, 15.72 feet to a point;
S 10° 09' 49" W, 27.53 feet to a point;

S 11° 47' 47" W, 19.52 feet,

to a point, marking the northeasterly corner of Land Bay B, Lot 3A1, Dulles Overlook, thence departing said Parcel D, Dulles Overlook, and with the northerly, westerly, and southerly lines of said Land Bay B, Lot 3A1, Dulles Overlook the following thirteen (13) courses;

S 82° 10' 09" W, 59.89 feet to a point;

S 59° 56' 50" W, 12.27 feet to a point;

with a curve to the left whose radius is 50.00 feet, a distance of 29.09 feet and a chord bearing and chord of S 43° 16' 47" W, 28.68 feet, respectively, to a point;

with a curve to the right whose radius is 50.00 feet, a distance of 39.82 feet and a chord bearing and chord of S 49° 25' 47" W, 38.78 feet, respectively, to a point;

S 72° 14' 49" W, 37.69 feet to a point;

S 07° 45' 10" E, 17.64 feet to a point;

with a curve to the right whose radius is 25.00 feet, a distance of 13.14 feet and a chord bearing and chord of S 07° 18' 20" W, 12.99 feet, respectively, to a point;

S 22° 21' 50" W, 8.75 feet to a point;

with a curve to the left whose radius is 25.00 feet, a distance of 26.28 feet and a chord bearing and chord of S 07° 18' 20" W, 25.98 feet, respectively, to a point;

S 07° 45' 10" E, 140.98 feet to a point;

N 82° 14' 50" E, 121.59 feet to a point;

S 01° 08' 45" W, 19.32 feet to a point;

S 88° 51' 15" E, 64.17 feet,

to a point, along the westerly line of aforesaid Parcel D, Dulles Overlook, thence departing said Land Bay B, Lot 3A1, and with the westerly lines of said Parcel D, Dulles Overlook the following nineteen (19) courses;

S 12° 11' 20" W, 3.47 feet to a point;

S 05° 12' 51" E, 47.23 feet to a point;

S 06° 18' 08" W, 12.27 feet to a point;

S 00° 22' 23" W, 39.13 feet to a point;

S 06° 24' 46" W, 35.26 feet to a point;

S 06° 24' 32" W, 19.48 feet to a point;

S 05° 29' 03" W, 43.81 feet to a point;
S 04° 16' 22" W, 22.45 feet to a point;
S 03° 22' 19" W, 28.93 feet to a point;
S 27° 12' 48" W, 25.55 feet to a point;
S 19° 15' 49" W, 18.59 feet to a point;
S 12° 47' 09" W, 32.32 feet to a point;
S 07° 47' 51" W, 25.98 feet to a point;
S 13° 06' 53" W, 12.33 feet to a point;
S 03° 15' 32" W, 7.20 feet to a point;
S 18° 15' 40" E, 7.09 feet to a point;
S 34° 40' 29" W, 26.28 feet to a point;
S 00° 38' 10" W, 17.74 feet to a point;
S 26° 19' 11" W, 13.09 feet

to a point, marking a northerly corner of Parcel E, Dulles Overlook, thence departing said Parcel D, Dulles Overlook, and with said northerly lines of Parcel E, Dulles Overlook the following twenty-nine (29) courses;

S 33° 00' 54" W, 27.38 feet to a point;
S 37° 51' 05" W, 21.71 feet to a point;
S 54° 10' 57" W, 30.66 feet to a point;
S 78° 37' 25" W, 27.43 feet to a point;
N 75° 11' 16" W, 21.19 feet to a point;
N 66° 47' 07" W, 17.05 feet to a point;
N 54° 01' 43" W, 21.85 feet to a point;
N 49° 53' 19" W, 37.97 feet to a point;
N 45° 55' 18" W, 33.44 feet to a point;
N 45° 33' 14" W, 25.06 feet to a point;
N 31° 11' 34" W, 49.93 feet to a point;
N 50° 11' 22" W, 10.33 feet to a point;
N 66° 37' 24" W, 7.33 feet to a point;
N 89° 59' 41" W, 13.02 feet to a point;
S 36° 43' 21" W, 10.75 feet to a point;
S 10° 23' 49" W, 33.63 feet to a point;

S 02° 05' 54" W, 23.68 feet to a point;
S 05° 17' 21" E, 26.58 feet to a point;
S 06° 41' 01" E, 22.71 feet to a point;
S 15° 25' 07" E, 32.66 feet to a point;
S 02° 34' 21" E, 55.59 feet to a point;
S 00° 05' 17" E, 29.37 feet to a point;
S 10° 11' 07" W, 25.87 feet to a point;
S 30° 49' 40" W, 19.14 feet to a point;
S 58° 13' 48" W, 15.80 feet to a point;
S 65° 51' 42" W, 23.01 feet to a point;
S 73° 30' 55" W, 16.95 feet to a point;
S 86° 48' 14" W, 17.94 feet to a point;
S 82° 14' 50" W, 47.97 feet,

to a point, said point being on the aforesaid easterly right-of-way line of Loudoun County Parkway (Route 607), thence departing said Parcel E, Dulles Overlook and with said easterly right-of-way line of Loudoun County Parkway (Route 607) the following course;

N 07° 45' 10" W, 819.92 feet,

to the point of beginning and containing 341,910 square feet or 7.84917 acres of land.

LESS AND EXCEPT, that certain lot, piece or parcel of land, lying and being in Loudoun County, Virginia, and more particularly described as follows:

Land Bay B, Lot 2, Dulles Overlook

Beginning at the intersection of the easterly right-of-way line of Loudoun County Parkway (Route 607) and the southerly right-of-way line of Russell Branch Parkway (Route 1061), thence departing said intersection of Loudoun County Parkway (Route 607) and Russell Branch Parkway (Route 1061), and running through the land of Land Bay B, Lot 1A, Dulles Overlook the following course;

S 20°54'32" E, 219.68 feet,

to the true point of beginning of the parcel described herewith, said point also marking the northwesterly corner of Land Bay B, Lot 3B, Dulles Overlook, thence with the easterly, southerly and westerly lines of said Land Bay B, Lot 1A, Dulles Overlook and continuing with the northerly line of said Land Bay B, Lot 3B the following six (6) courses;

N 07° 45' 10" W, 202.82 feet to a point;

N 82° 14' 53" E, 83.73 feet to a point;

with a curve to the left whose radius is 508.94 feet, a distance of 161.83 feet and whose chord bearing and chord is N 69° 39' 58" E, 161.15 feet respectively, to a point,

S 26° 33' 15" E, 60.53 feet to a point;

S 07° 45' 11" E, 180.62 feet to a point;

S 82° 14' 49" W, 260.52 feet,

to the point of beginning and containing 55,032 square feet or 1.26337 acres of land.

Leaving a residue area of 286,878 square feet or 6.58580 acres of land.

LESS AND EXCEPT, that certain lot, piece or parcel of land, lying and being in Loudoun County, Virginia, and more particularly described as follows:

Land Bay B, Lot 3B, Dulles Overlook

Beginning at the intersection of the easterly right-of-way line of Loudoun County Parkway (Route 607) and the southerly right-of-way line of Russell Branch Parkway (Route 1061), thence departing said intersection of Loudoun County Parkway (Route 607) and Russell Branch Parkway (Route 1061), and running through the land of Land Bay B, Lot 1A, Dulles Overlook the following course;

S 20°54'32" E, 219.68 feet,

to the true point of beginning of the parcel described herewith, said point marking the southwesterly corner of Land Bay B, Lot 2, Dulles Overlook, thence with the southerly line of said Land Bay B, Lot 2, Dulles Overlook and continuing with the westerly, northerly, and easterly lines of said Land Bay B, Lot 1A, Dulles Overlook the following six (6) courses;

N 82° 14' 49" E, 226.50 feet to a point;

S 07° 45' 10" W, 221.30 feet to a point;

S 82° 14' 50" W, 183.00 feet to a point;

S 07° 45' 10" E, 13.70 feet to a point;

S 82° 14' 50" W, 43.50 feet to a point;

N 07° 45' 10" W, 235.00 feet,

to the point of beginning and containing 50,721 square feet or 1.16440 acres of land.

Leaving a residual area of 236,157 square feet or 5.42140 acres of land.

Tab H:

Attorney's Opinion (MANDATORY)

WILLIAMS MULLEN

Direct Dial: 804.420.6915
adomson@williamsmullen.com

January 13, 2025

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

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

Name of Development: Commonwealth Lofts
Name of Owner: Commonwealth Lofts 4, LLC

Dear Virginia Housing:

This undersigned firm represents the above-referenced Owner as its counsel. It has received a copy of and has reviewed the completed application package dated January 11, 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 to render this opinion, but without expressing any opinion as to either the reasonableness of the estimated or projected figures or the veracity or accuracy of the factual representations set forth in the Application, the undersigned is of the opinion that:

1. It is more likely than not that the inclusion in eligible basis of the Development of such cost items or portions thereof, as set forth in the Hard Costs and Owners Costs section of the Application form, complies with all applicable requirements of the Code and Regulations.
2. The calculations (a) of the Maximum Allowable Credit available under the Code with respect to the Development and (b) of the Estimated Qualified Basis of each building in the Development comply with all applicable requirements of the Code and regulations, including the selection of credit type implicit in such calculations.
3. The information set forth in the Unit Details section of the Application form as to proposed rents exceeds the Code rent restrictions; however, the Development will satisfy all applicable requirements of the Code and Regulations due to 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.

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

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

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

Williams Mullen

A handwritten signature in blue ink, appearing to read "Allison Darden", is written over a horizontal line.

By: _____
Its: Shareholder

WILLIAMS MULLEN

Direct Dial: 804.420.6915
adamson@williamsmullen.com

~~{Insert Date}~~
January 13, 2025

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

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

Name of Development: Commonwealth Lofts
Name of Owner: Commonwealth Lofts 4, LLC

Dear Virginia Housing:

This undersigned firm represents the above-referenced Owner as its counsel. It has received a copy of and has reviewed the completed application package dated January 11, 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 to render this opinion, but without expressing any opinion as to either the reasonableness of the estimated or projected figures or the veracity or accuracy of the factual representations set forth in the Application, the undersigned is of the opinion that:

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

~~2. {Select One}~~

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

~~OR~~

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

3. ~~{Select One}~~

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

~~OR~~

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

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

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

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

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

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

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

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

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

Williams Mullen

(Add)


January 13, 2025
Page 3

By: _____
Its: Shareholder

[Commonwealth Lofts - 2025 VHDA 4% Opinion\(107307962.2\)](#)

Tab I:

Nonprofit Questionnaire (MANDATORY for points or pool)

NOTE: The following documents need not be submitted unless requested by Virginia Housing:

- Nonprofit Articles of Incorporation
- IRS Documentation of Nonprofit Status
- Joint Venture Agreement (if applicable)
- For-profit Consulting Agreement (if applicable)

This deal does not require
information behind this tab.

Tab J:

Relocation Plan and Unit Delivery Schedule
(MANDATORY-Rehab)

This deal does not require
information behind this tab.

Tab K:

Documentation of Development Location:

This deal does not require
information behind this tab.

Tab K.1

Revitalization Area Certification

February 29, 2024

To: Virginia Housing
601 South Belvidere St.
Richmond, VA 23220

Re: Commonwealth Lofts

Ladies and Gentlemen:

This letter is to confirm that the property, Commonwealth Lofts , located at 20550 Heron Overlook Plaza, Ashburn, Virginia 20147, is located within the Loudoun County Suburban Policy Area as shown in the attached map. The Suburban Policy Area is a Revitalization Area per a Loudoun County Resolution adopted on December 5, 2017.

Please let Travis Perlman, Housing Finance & Development Administrator at 571-367-8624, know if you need additional information.

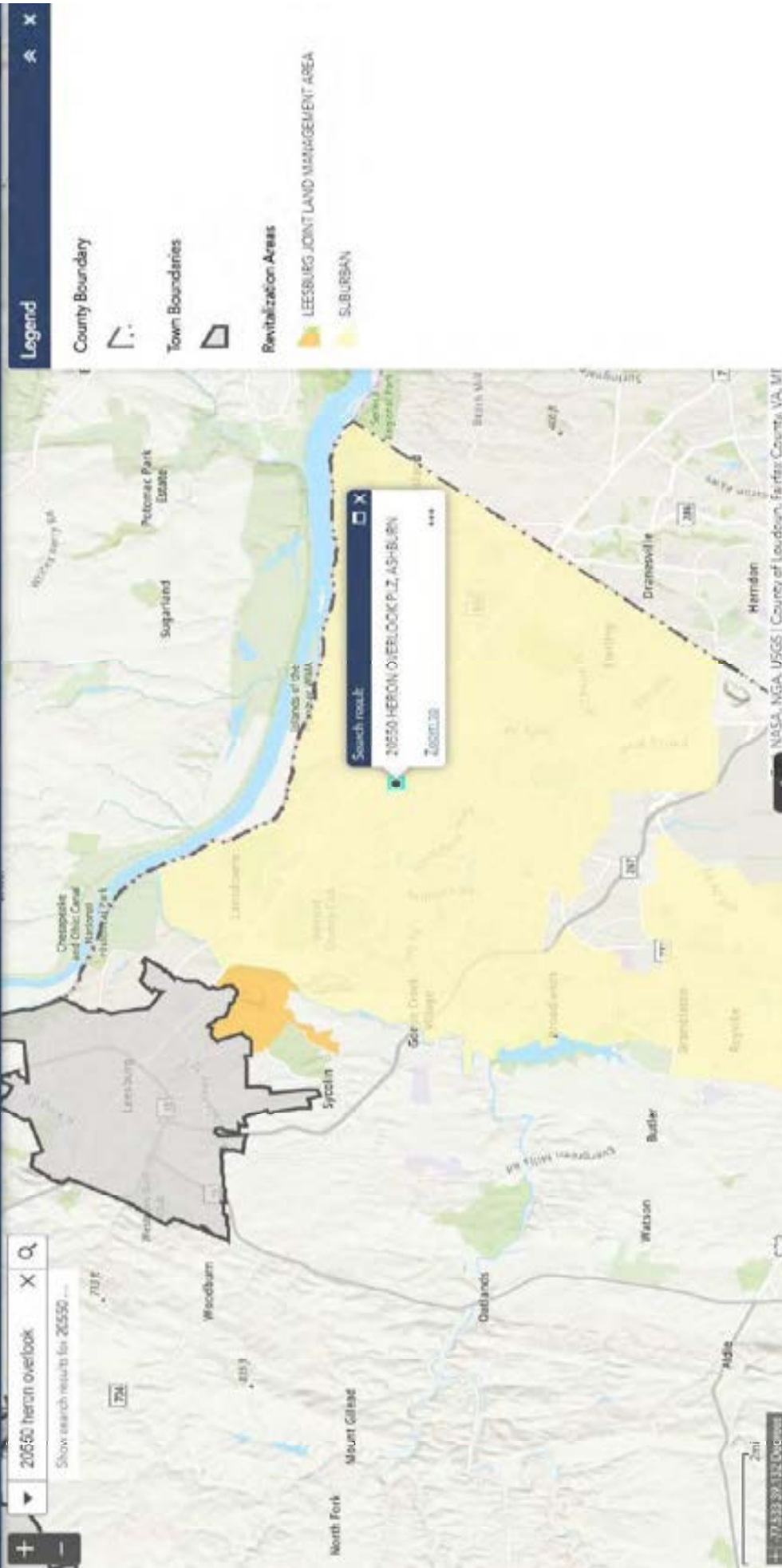
We look forward to working with you.

Sincerely,



John E. Hall
Director

Department of Housing & Community Development





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.

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:


DEPUTY CLERK TO THE LOUDOUN COUNTY
BOARD OF SUPERVISORS

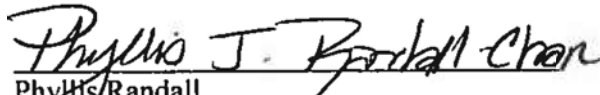
**RESOLUTION
DESIGNATING A PORTION OF LOUDOUN COUNTY, VIRGINIA
A REVITALIZATION AREA**

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:

1. 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
2. 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.

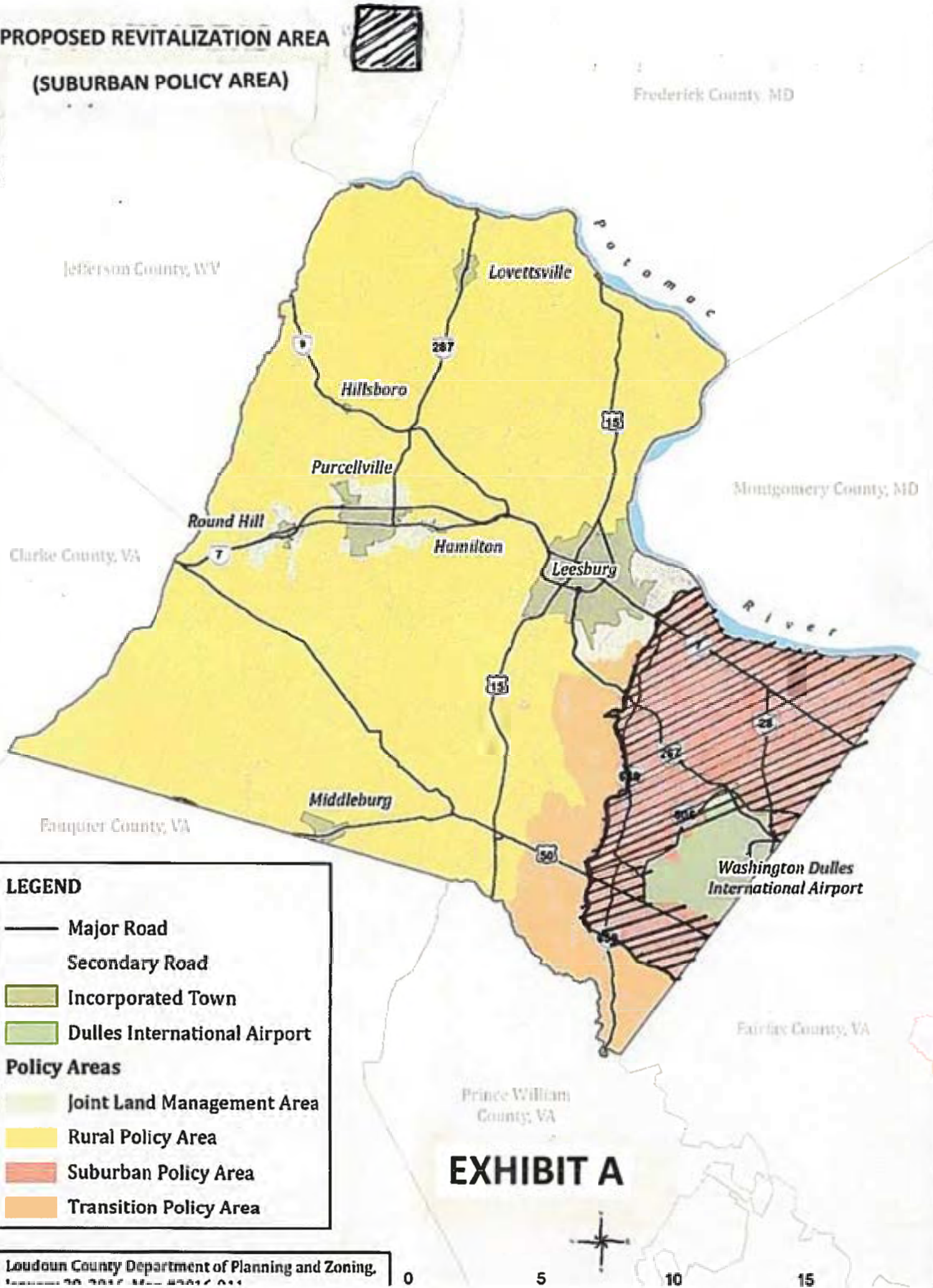

Phyllis J. Randall,
Chairman, Board of Supervisors

ATTEST: 

Tim Hemstreet
Clerk to the Board

Adopted by the Board of Supervisors of Loudoun, Virginia, this 5th day of December, 2017.

**PROPOSED REVITALIZATION AREA
(SUBURBAN POLICY AREA)**



LEGEND

- Major Road
- Secondary Road
- Incorporated Town
- Dulles International Airport
- Policy Areas**
- Joint Land Management Area
- Rural Policy Area
- Suburban Policy Area
- Transition Policy Area

Tab K.2

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



Surveyor's Certification of Proximity to Transportation

General Instructions

1. This form must be included with the Application.
2. Any change in this form may result in a reduction of points under the scoring system.
3. If you have any questions, please contact the Tax Credit Allocation Department at taxcreditapps@virginiahousing.com.

Date: January 2, 2025

TO: Virginia Housing
601 South Belvidere Street
Richmond, Virginia 23220 2025 Tax Credit Reservation Request
Name of Development _Commonwealth Lofts
Name of Owner Commonwealth Lofts 4, LLC

RE:
Name of Development: Commonwealth Lofts
Name of Owner: Commonwealth Lofts 4, LLC

Ladies and Gentlemen:

This letter is submitted to you in support of the Owner's Application for Reservation of Low Income Housing Tax Credits under Section 42 of the Internal Revenue Code of 1986, as amended.

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

- ☐ 2,640 feet or ½ mile of the nearest access point to an existing commuter rail, light rail or subway station; OR
- ☒ 1,320 feet or ¼ mile of the nearest access point to an existing public bus stop or a public bus stop to be built in accordance with existing proffers. If the public bus stop is proffered, include copy of executed proffers with this form.

Firm Name Gordon
By Curtis Mason Curtis G Mason II
Its Project Director

Digitally signed by Curtis G Mason II
DN: C=US,
E=cmason@gordon.us.com,
O=Gordon US, CN=Curtis G Mason II
Date: 2025.01.14 11:27:56-05'00'

Title

Tab L:

PHA / Section 8 Notification Letter



PHA or Section 8 Notification Letter

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

General Instructions

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

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

PHA or Section 8 Notification Letter

Date: January 6, 2025

To: Loudoun County Dept. of Housing and Community Development
106 Catocin Circle SE
Leesburg, VA 20175

Re: Proposed Affordable Housing Development

Name of Development: Commonwealth Lofts

Name of Owner: Commonwealth Lofts 4, LLC

I would like to take this opportunity to notify you of a proposed affordable housing development to be completed in your jurisdiction. We are in the process of applying for federal low-income housing tax credits from Virginia Housing. We expect to make a representation in that application that we will give leasing preference to households on the local PHA or Section 8 waiting list. Units are expected to be completed and available for occupancy beginning on January 1, 2027 (date).

The following is a brief description of the proposed development:

Development Address: 20550 Heron Overlook Plaza
Ashburn, VA 20147

Proposed improvements:

| | | | | |
|-------------------|---------|-------------------|-------------|-------------------|
| New Construction: | # Units | <u>94</u> | # Buildings | <u>1</u> |
| Adaptive Reuse | # Units | <u> </u> | # Buildings | <u> </u> |
| Rehabilitation: | # Units | <u> </u> | # Buildings | <u> </u> |

Proposed Rents:

| | |
|------------------|---------------------------------|
| Efficiencies: | \$ <u> </u> / month |
| 1 Bedroom Units: | \$ <u>1,450 - 1,980</u> / month |
| 2 Bedroom Units: | \$ <u>1,044 - 2,270</u> / month |
| 3 Bedroom Units: | \$ <u>2,011 - 2,790</u> / month |
| 4 Bedroom Units: | \$ <u> </u> / month |

Other Descriptive Information:

Commonwealth Lofts is a new construction project of 94 affordable housing units in Ashburn, Virginia. Eight (8) units are proposed to be reserved for Project-Based Vouchers, with three (3) income restricted at 30% AMI and five (5) at 40% AMI.

PHA or Section 8 Notification Letter

We Appreciate your assistance with identifying qualified tenants.

If you have any questions about the proposed development, please call me at 703 942 6610.

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

Sincerely yours.

Name Stephen P. Wilson

Title President - Virginia Office

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

Seen and acknowledged by: George Govan

Printed Name: George Govan

Title: Interim Director of Housing and Community Development Department

Phone: 540-454-3072

Date: 1-13-2025

Tab M:

Intentionally Blank

This deal does not require
information behind this tab.

Tab N:

Homeownership Plan

This deal does not require
information behind this tab.

Tab O:

Plan of Development Certification Letter

This deal does not require
information behind this tab.

Tab P:

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

This deal does not require
information behind this tab.

Tab Q:

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

January 13, 2025

Stephen P. Wilson
Commonwealth Lofts 4, LLC
8245 Boone Blvd., #640
Tysons Corner, VA 22182

Dear Stephen Wilson,

Commonwealth Lofts 4, LLC, was administratively approved for eight (8) Project-Based Vouchers (PBVs) for an initial term of twenty (20) years, located in zip code 20147. The project will assist families with PBVs. The Agreement to Enter into Housing Assistance Payment contract and implementation of program guidelines are contingent upon successful completion of the subsidy layering review, conducted by the U.S. Department of Housing and Urban Development or an approved Housing Credit Agency.

Based on the information provided in your application, the unit information is as follows:

Commonwealth Lofts 4, LLC:

| Unit Type | Unit # | | Proposed Gross Rent Range | 30% AMI - 60% AMI Income Range (based on HUD 2024 AMI) | Estimated Household Size | Utility Allowance |
|-------------------------|-----------|----------|---------------------------|--|--------------------------|-------------------|
| | Whole | PBV | | | | |
| 1 Bedroom/1 Bath | 36 | 1 | PBV: \$1,980 | \$32,500 - \$65,000 | 1 person | \$147.00 |
| 30% AMI (PBV) | 1 | 1 | \$1,980 | | | |
| 50% AMI | 18 | 0 | \$1,450 | | | |
| 60% AMI | 17 | 0 | \$1,740 | | | |
| 2 Bedroom/2 Bath | 47 | 5 | PBV: \$2,270 | \$37,150 - \$74,300 | 2 persons | \$178.00 |
| 30% AMI | 2 | 0 | \$1,044 | | | |
| 30% AMI (PBV) | 1 | 1 | \$2,270 | | | |
| 40% AMI (PBV) | 4 | 4 | \$2,270 | | | |
| 50% AMI | 16 | 0 | \$1,741 | | | |
| 60% AMI | 24 | 0 | \$2,089 | | | |
| 3 Bedroom/2 Bath | 11 | 2 | PBV: \$2,790 | \$50,200 - \$100,300 | 5 persons | \$216.00 |
| 30% AMI (PBV) | 1 | 1 | \$2,790 | | | |
| 40% AMI (PBV) | 1 | 1 | \$2,790 | | | |
| 50% AMI | 3 | 0 | \$2,011 | | | |
| 60% AMI | 6 | 0 | \$2,413 | | | |
| Total Units | 94 | 8 | | | | |

If you have any further questions or need additional information, I can be reached at 703-737-8213.

Regards,

Digitized by
Tami Myers
PROPERTYMANAGER

Tami Myers
Housing Choice Voucher Program Manager

Tab R:

Documentation of Utility Allowance calculation



Energy & Utility Allowance Analysis

Commonwealth Lofts

20550 Heron Overlook Plaza
Ashburn, VA 20147

Report v1.0

January 3, 2025



2701 Prosperity Ave, Ste. 100
Fairfax, Virginia 22031

www.sustainbldgs.com



Table of Contents

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Appendix B: Modeled Utility Rate Schedule 16

Disclaimer: This analysis is not intended to predict the absolute energy consumption of the proposed facility, but rather it is intended to estimate order of magnitude savings for alternative systems and building options based on refined assumptions, building performance metrics and energy modeling expertise. Change in weather conditions, operational characteristics, end-user, miscellaneous electrical loads, controls alterations and other unpredictable metrics prevent the model from accurately predicting the actual annual energy consumption of any facility.



Purpose

Sustainable Building Partners, LLC (SBP) has developed several energy simulations using the Ekotrope™ software for Commonwealth Lofts located at 20550 Heron Overlook Plaza, Ashburn, VA. These models are developed to estimate utility use and cost for a utility allowance.

Methodology

For this analysis, SBP is utilizing the Ekotrope™ software version 4.2.2 to generate the estimated utility use and cost. Ekotrope™ is also used for HERS ratings and for Energy Star certifications. This software accounts for factors including unit size, building orientation, design materials, mechanical systems, appliances and local weather information. Additional information about this software is available at <http://www.ekotrope.com>.

In order to develop allowances for this property, SBP used a matrix of unit conditions as shown in Table 1 to identify a modeling plan that accounts for differences in orientation and exterior exposure (9 separate Ekotrope™ model runs) as detailed in Table 2. The results of all models were then used to determine typical annual and monthly allowances for each unit type.

Table 1: Unit Matrix

| Building | Number of Units |
|--------------|-----------------|
| 1-Bedroom | 36 |
| 2-Bedroom | 47 |
| 3-Bedroom | 11 |
| Total | 94 |

Table 2: Unit Modeling Plan

| Modeled Unit | Level(s) | Orientation |
|--------------|----------|-------------|
| 1 Bedroom | Second | WC |
| | Mid | WC |
| | Top | WC |
| 2 Bedroom | Second | WC |
| | Mid | WC |
| | Top | WC |
| 3 Bedroom | Second | WC |
| | Mid | WC |
| | Top | WC |

| Total Unit Types to be Modeled | Total Model Runs |
|--------------------------------|------------------|
| 3 | 9 |



Energy Usage Budget & Utility Allowance Statement

This section of the report summarizes the results of the energy simulations for all typical apartment units at Commonwealth Lofts. Table 3 of this report details the tenant's estimated annual Energy Usage Budget (EUB) for a typical unit. Table 4 details the weighted average by number of bedrooms. Water heating and DOAS heating and cooling costs are not represented as tenant expenditures since it is a central system.

Table 3: Estimated Utility Allowance Summary (Tenant Direct Expenditures)

| Modeled Unit | Level | Electric Consumption (kWh) | Energy Usage Budget ¹ (\$/Unit) | |
|--------------|--------|----------------------------|--|-----------------|
| | | Annual | Total Annual | Monthly Average |
| 1 Bedroom | Second | 4,692 | \$758 | \$63.17 |
| | Mid | 4,097 | \$673 | \$56.08 |
| | Top | 4,569 | \$740 | \$61.67 |
| 2 Bedroom | Second | 6,917 | \$1,065 | \$88.75 |
| | Mid | 6,465 | \$1,005 | \$83.75 |
| | Top | 7,158 | \$1,099 | \$91.58 |
| 3 Bedroom | Second | 7,718 | \$1,174 | \$97.83 |
| | Mid | 6,703 | \$1,037 | \$86.42 |
| | Top | 7,506 | \$1,146 | \$95.50 |

¹Based on Dominion Energy Schedule R utility rate

Table 4: Estimated Weighted Average (Tenant Direct Expenditures)

| Modeled Unit | Electric Consumption | Energy Usage Budget ¹ (\$/Unit) | |
|--------------|----------------------|--|-----------------|
| | Annual | Annual | Monthly Average |
| 1 Bedroom | 4,364 | \$711 | \$59.25 |
| 2 Bedroom | 6,748 | \$1,043 | \$86.92 |
| 3 Bedroom | 7,328 | \$1,097 | \$91.41 |

The average utility cost breakdown for all the modeled units is represented in Figure 1 below. Note that costs will vary by unit and condition and the information below is intended to provide a rough order of magnitude breakdown that may be helpful to building ownership and tenants. Additional details of cost and end-use breakdowns are available in the Appendix of this report.

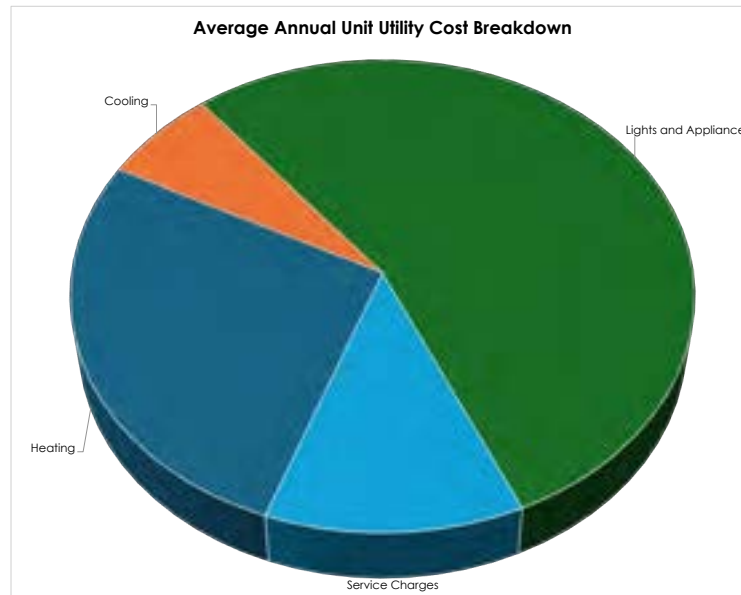


Figure 1: Average Annual Utility Use Break Down for Units.

Utilities Cost Breakdown

Electricity

The units are individually metered and will be charged under Dominion Energy Schedule 1 -Basic Residential Rates as detailed in Table 4 below. The calculated aggregate utility rate will vary for each unit given the block charges. The utility rate is current as of 01/01/2024 and was sourced from the website of Dominion Energy.

<https://www.dominionenergy.com/virginia/rates-and-tariffs/residential-rates>

Table 4: Rate Schedule

| Dominion Energy Residential Schedule R | | | |
|--|---------------------------------------|-------------------|----------------|
| Customer Charge | | \$7.58/unit-month | |
| | kWh | Summer | Winter |
| Generation | First 800 | \$0.028063/kWh | \$0.027031/kWh |
| | 800+ | \$0.042708/kWh | \$0.023430/kWh |
| Transmission | All | \$0.0097/kWh | |
| Distribution | First 800 | \$0.026656/kWh | \$0.026656/kWh |
| | 800+ | \$0.019708/kWh | \$0.019708/kWh |
| Riders ¹ | All Applicable Riders | \$0.0078444 | |
| Tax | Sales, Use, Consumption Surcharge Tax | \$0.0024050 | |
| Total | First 800 | \$0.14286/kWh | \$0.1418/kWh |
| | 800+ | \$0.15056/kWh | \$0.1312/kWh |

1) Riders



Appendix A: Energy Simulation Output Reports

Detailed Ekotrope™ utility cost output calculations are provided for each modeled unit below.



Fuel Summary

Property
20550 Heron Overlook Plaza
Ashburn, VA

Commonwealth Lofts - 18R-B-2nd Fl - UA
18R-A-Unit 201

Organization
Sustainable Building Partners, L
Scott Atkinson
703-970-2890

Builder

Inspection Status
Results are projected

Annual Energy Cost

| | |
|----------|-------|
| Electric | \$930 |
|----------|-------|

Annual End-Use Cost

| | |
|---------------------|-------|
| Heating | \$231 |
| Cooling | \$35 |
| Water Heating | \$172 |
| Lights & Appliances | \$400 |
| Onsite Generation | -\$0 |
| Service Charges | \$91 |
| Total | \$930 |

Annual End-Use Consumption

| | |
|--|---------|
| Heating [Electric kWh] | 1,631.7 |
| Cooling [Electric kWh] | 244.4 |
| Hot Water [Electric kWh] | 1,212.4 |
| Lights & Appliances [Electric kWh] | 2,815.1 |
| Total [Electric kWh] | 5,903.6 |
| Total Onsite Generation [Electric kWh] | 0.0 |

Peak Electric Consumption

| | |
|----------------|------|
| Peak Winter kW | 1.30 |
| Peak Summer kW | 0.89 |

Utility Rates

| | |
|-------------|-----------------------------|
| Electricity | Dominion Energy-Dec 2025 |
| Natural Gas | Wash. Gas Rates VA-Dec 2024 |

Ekotrope RATER - Version 4.2.2.3543

All results are based on data entered by Ekotrope users. Ekotrope disclaims all liability for the information shown on this report.



Fuel Summary

Property

20550 Heron Overlook Plaza
Ashburn, VA

Organization

Sustainable Building Partners, L
Scott Atkinson
703-970-2890

Inspection Status

Results are projected

Commonwealth Lofts - 1BR-B- Middle Fl - UA
1BR-A-Unit 201

Builder

Annual Energy Cost

| | |
|----------|-------|
| Electric | \$845 |
|----------|-------|

Annual End-Use Cost

| | |
|---------------------|-------|
| Heating | \$147 |
| Cooling | \$35 |
| Water Heating | \$172 |
| Lights & Appliances | \$400 |
| Onsite Generation | -\$0 |
| Service Charges | \$91 |
| Total | \$845 |

Annual End-Use Consumption

| | |
|--|---------|
| Heating [Electric kWh] | 1,033.8 |
| Cooling [Electric kWh] | 247.6 |
| Hot Water [Electric kWh] | 1,211.0 |
| Lights & Appliances [Electric kWh] | 2,815.1 |
| Total [Electric kWh] | 5,307.5 |
| Total Onsite Generation [Electric kWh] | 0.0 |

Peak Electric Consumption

| | |
|----------------|------|
| Peak Winter kW | 1.08 |
| Peak Summer kW | 0.87 |

Utility Rates

| | |
|-------------|-----------------------------|
| Electricity | Dominion Energy-Dec 2025 |
| Natural Gas | Wash. Gas Rates VA-Dec 2024 |

Ekotrope RATER - Version 4.2.2.3543

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Fuel Summary

Property

20550 Heron Overlook Plaza
Ashburn, VA

Commonwealth Lofts - 1BR-B-Top Fl - UA
1BR-A-Unit 201

Organization

Sustainable Building Partners, L
Scott Atkinson
703-970-2890

Builder**Inspection Status**

Results are projected

Annual Energy Cost

| | |
|----------|-------|
| Electric | \$912 |
|----------|-------|

Annual End-Use Cost

| | |
|---------------------|-------|
| Heating | \$200 |
| Cooling | \$49 |
| Water Heating | \$172 |
| Lights & Appliances | \$400 |
| Onsite Generation | -\$0 |
| Service Charges | \$91 |
| Total | \$912 |

Annual End-Use Consumption

| | |
|--|---------|
| Heating [Electric kWh] | 1,412.9 |
| Cooling [Electric kWh] | 340.4 |
| Hot Water [Electric kWh] | 1,211.4 |
| Lights & Appliances [Electric kWh] | 2,815.1 |
| Total [Electric kWh] | 5,779.8 |
| Total Onsite Generation [Electric kWh] | 0.0 |

Peak Electric Consumption

| | |
|----------------|------|
| Peak Winter kW | 1.26 |
| Peak Summer kW | 0.91 |

Utility Rates

| | |
|-------------|-----------------------------|
| Electricity | Dominion Energy-Dec 2025 |
| Natural Gas | Wash. Gas Rates VA-Dec 2024 |

Ekotrope RATER - Version 4.2.2.3543

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Fuel Summary

Property
20550 Heron Overlook Plaza
Ashburn, VA

Commonwealth Lofts - 2BR-E- 2nd Fl UA
2BR-E-Unit 224

Organization
Sustainable Building Partners, L
Scott Atkinson
703-970-2890

Builder

Inspection Status
Results are projected

Annual Energy Cost

| | |
|----------|---------|
| Electric | \$1,293 |
|----------|---------|

Annual End-Use Cost

| | |
|---------------------|---------|
| Heating | \$435 |
| Cooling | \$79 |
| Water Heating | \$228 |
| Lights & Appliances | \$460 |
| Onsite Generation | -\$0 |
| Service Charges | \$91 |
| Total | \$1,293 |

Annual End-Use Consumption

| | |
|--|---------|
| Heating [Electric kWh] | 3,109.6 |
| Cooling [Electric kWh] | 551.9 |
| Hot Water [Electric kWh] | 1,617.1 |
| Lights & Appliances [Electric kWh] | 3,255.8 |
| Total [Electric kWh] | 8,534.4 |
| Total Onsite Generation [Electric kWh] | 0.0 |

Peak Electric Consumption

| | |
|----------------|------|
| Peak Winter kW | 2.12 |
| Peak Summer kW | 1.21 |

Utility Rates

| | |
|-------------|-----------------------------|
| Electricity | Dominion Energy-Dec 2025 |
| Natural Gas | Wash. Gas Rates VA-Dec 2024 |

Ekotrope RATER - Version 4.2.2.3543

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Fuel Summary

Property

20550 Heron Overlook Plaza
Ashburn, VA

Organization

Sustainable Building Partners, L
Scott Atkinson
703-970-2890

Inspection Status

Results are projected

Commonwealth Lofts - 2BR-E- Middle Fl - UA
2BR-E-Unit 224

Builder

Annual Energy Cost

| | |
|----------|---------|
| Electric | \$1,232 |
|----------|---------|

Annual End-Use Cost

| | |
|---------------------|---------|
| Heating | \$371 |
| Cooling | \$80 |
| Water Heating | \$229 |
| Lights & Appliances | \$461 |
| Onsite Generation | -\$0 |
| Service Charges | \$91 |
| Total | \$1,232 |

Annual End-Use Consumption

| | |
|--|---------|
| Heating [Electric kWh] | 2,645.6 |
| Cooling [Electric kWh] | 563.9 |
| Hot Water [Electric kWh] | 1,616.6 |
| Lights & Appliances [Electric kWh] | 3,255.8 |
| Total [Electric kWh] | 8,081.9 |
| Total Onsite Generation [Electric kWh] | 0.0 |

Peak Electric Consumption

| | |
|----------------|------|
| Peak Winter kW | 1.97 |
| Peak Summer kW | 1.20 |

Utility Rates

| | |
|-------------|-----------------------------|
| Electricity | Dominion Energy-Dec 2025 |
| Natural Gas | Wash. Gas Rates VA-Dec 2024 |

Ekotrope RATER - Version 4.2.2.3543

All results are based on data entered by Ekotrope users. Ekotrope disclaims all liability for the information shown on this report.



Fuel Summary

Property
20550 Heron Overlook Plaza
Ashburn, VA

Commonwealth Lofts - 28R-E- Top Fl - UA
28R-E-Unit 224

Organization
Sustainable Building Partners, L
Scott Atkinson
703-970-2890

Builder

Inspection Status
Results are projected

Annual Energy Cost

| | |
|----------|---------|
| Electric | \$1,327 |
|----------|---------|

Annual End-Use Cost

| | |
|---------------------|---------|
| Heating | \$450 |
| Cooling | \$97 |
| Water Heating | \$228 |
| Lights & Appliances | \$460 |
| Onsite Generation | -\$0 |
| Service Charges | \$91 |
| Total | \$1,327 |

Annual End-Use Consumption

| | |
|--|---------|
| Heating (Electric kWh) | 3,223.2 |
| Cooling (Electric kWh) | 678.8 |
| Hot Water (Electric kWh) | 1,616.8 |
| Lights & Appliances (Electric kWh) | 3,255.8 |
| Total (Electric kWh) | 8,774.6 |
| Total Onsite Generation (Electric kWh) | 0.0 |

Peak Electric Consumption

| | |
|----------------|------|
| Peak Winter kW | 2.18 |
| Peak Summer kW | 1.25 |

Utility Rates

| | |
|-------------|-----------------------------|
| Electricity | Dominion Energy-Dec 2025 |
| Natural Gas | Wash. Gas Rates VA-Dec 2024 |

Ekotrope RATER - Version 4.2.2.3543

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Fuel Summary

Property
20550 Heron Overlook Plaza
Ashburn, VA

Organization
Sustainable Building Partners, L
Scott Atkinson
703-970-2890

Inspection Status
Results are projected

Commonwealth Lofts - 3BR-C- 2nd Fl - UA
3BR-C-Unit 201

Builder

Annual Energy Cost

| | |
|----------|---------|
| Electric | \$1,453 |
|----------|---------|

Annual End-Use Cost

| | |
|---------------------|---------|
| Heating | \$478 |
| Cooling | \$76 |
| Water Heating | \$279 |
| Lights & Appliances | \$529 |
| Onsite Generation | -\$0 |
| Service Charges | \$91 |
| Total | \$1,453 |

Annual End-Use Consumption

| | |
|--|---------|
| Heating [Electric kWh] | 3,437.4 |
| Cooling [Electric kWh] | 532.2 |
| Hot Water [Electric kWh] | 1,983.3 |
| Lights & Appliances [Electric kWh] | 3,747.8 |
| Total [Electric kWh] | 9,700.7 |
| Total Onsite Generation [Electric kWh] | 0.0 |

Peak Electric Consumption

| | |
|----------------|------|
| Peak Winter kW | 2.35 |
| Peak Summer kW | 1.42 |

Utility Rates

| | |
|-------------|-----------------------------|
| Electricity | Dominion Energy-Dec 2025 |
| Natural Gas | Wash. Gas Rates VA-Dec 2024 |

Ekotrope RATER - Version 4.2.2.3543

All results are based on data entered by Ekotrope users. Ekotrope disclaims all liability for the information shown on this report.



Fuel Summary

Property
20550 Heron Overlook Plaza
Ashburn, VA

Organization
Sustainable Building Partners, L
Scott Atkinson
703-970-2890

Inspection Status
Results are projected

Commonwealth Lofts - 38R-C- Middle Fl - UA
38R-C-Unit 201

Builder

Annual Energy Cost

| | |
|----------|---------|
| Electric | \$1,316 |
|----------|---------|

Annual End-Use Cost

| | |
|---------------------|---------|
| Heating | \$339 |
| Cooling | \$76 |
| Water Heating | \$279 |
| Lights & Appliances | \$530 |
| Onsite Generation | \$0 |
| Service Charges | \$91 |
| Total | \$1,316 |

Annual End-Use Consumption

| | |
|--|---------|
| Heating [Electric kWh] | 2,420.7 |
| Cooling [Electric kWh] | 534.2 |
| Hot Water [Electric kWh] | 1,977.2 |
| Lights & Appliances [Electric kWh] | 3,747.8 |
| Total [Electric kWh] | 8,680.0 |
| Total Onsite Generation [Electric kWh] | 0.0 |

Peak Electric Consumption

| | |
|----------------|------|
| Peak Winter kW | 2.03 |
| Peak Summer kW | 1.39 |

Utility Rates

| | |
|-------------|-----------------------------|
| Electricity | Dominion Energy-Dec 2025 |
| Natural Gas | Wash. Gas Rates VA-Dec 2024 |

Ekotrope RATER - Version 4.2.2.3543

All results are based on data entered by Ekotrope users. Ekotrope disclaims all liability for the information shown on this report.



Fuel Summary

Property

20550 Heron Overlook Plaza
Ashburn, VA

Commonwealth Lofts - 3BR-C- Top Fl - U/A
3BR-C-Unit 201

Organization

Sustainable Building Partners, L
Scott Atkinson
703-970-2890

Builder**Inspection Status**

Results are projected

Annual Energy Cost

| | |
|----------|---------|
| Electric | \$1,425 |
|----------|---------|

Annual End-Use Cost

| | |
|---------------------|---------|
| Heating | \$430 |
| Cooling | \$97 |
| Water Heating | \$279 |
| Lights & Appliances | \$529 |
| Onsite Generation | -\$0 |
| Service Charges | \$91 |
| Total | \$1,425 |

Annual End-Use Consumption

| | |
|--|---------|
| Heating [Electric kWh] | 3,080.7 |
| Cooling [Electric kWh] | 677.5 |
| Hot Water [Electric kWh] | 1,977.4 |
| Lights & Appliances [Electric kWh] | 3,747.8 |
| Total [Electric kWh] | 9,483.3 |
| Total Onsite Generation [Electric kWh] | 0.0 |

Peak Electric Consumption

| | |
|----------------|------|
| Peak Winter kW | 2.28 |
| Peak Summer kW | 1.45 |

Utility Rates

| | |
|-------------|-----------------------------|
| Electricity | Dominion Energy-Dec 2025 |
| Natural Gas | Wash. Gas Rates VA-Dec 2024 |

Ekotrope RATER - Version 4.2.2.3543

All results are based on data entered by Ekotrope users. Ekotrope disclaims all liability for the information shown on this report.



Appendix B: Modeled Utility Rate Schedule





Virginia Electric and Power Company

Schedule 1

RESIDENTIAL SERVICE

I. APPLICABILITY AND AVAILABILITY

This schedule is applicable only to Customers (1) who elect to receive separately metered and billed Electricity Supply Service and Electric Delivery Service from the Company or (2) who are eligible for and elect to purchase Electricity Supply Service from a Competitive Service Provider in accordance with Va. Code § 56-577 A for use in and about (a) a single-family residence, flat or apartment, (b) a combination farm and one occupied single-family residence, flat or apartment, (c) a private residence used as a boarding and/or rooming house with no more than one cooking installation nor more than ten bedrooms, or (d) separately metered service to detached accessory buildings appurtenant to residential dwellings unless such buildings use electricity for commercial or industrial purposes.

A combination residence and farm, having more than one single-family residence, flat or apartment served electricity through a single meter, that was being billed under this schedule prior to April 1, 1971, may continue to be supplied electricity under this schedule provided each such dwelling unit is occupied by the owner or by a tenant working on the farm. Such multiple-residence farms connected on and after April 1, 1971, shall not be served under this schedule.

This schedule is not applicable for (a) individual motors rated over 15 HP, and (b) commercial use as in hotels, public inns, motels, auto courts, tourist courts, tourist camps, or trailer camps.

II. MONTHLY RATE

A. Distribution Service Charges

1. Basic Customer Charge
Basic Customer Charge \$7.58 per billing month.
2. Plus Distribution kWh Charge
 - a. Billing Months of June – September

| | | |
|---------------|---|-----------------|
| First 800 kWh | @ | 2.6656¢ per kWh |
| Over 800 kWh | @ | 1.9708¢ per kWh |
 - b. Billing Months of October – May

| | | |
|---------------|---|-----------------|
| First 800 kWh | @ | 2.6656¢ per kWh |
| Over 800 kWh | @ | 1.9708¢ per kWh |

(Continued)

Filed 08-20-24
Electric-Virginia

Superseding Filing Effective For Usage On and After 01-01-24.
This Filing Effective For Usage On and After 01-01-25.



Virginia Electric and Power Company

Schedule 1

RESIDENTIAL SERVICE

(Continued)

II. MONTHLY RATE (Continued)

3. Plus each Distribution kilowatt-hour used is subject to all applicable riders in the Exhibit of Applicable Riders, including non-bypassable charges.
4. Plus, where the Customer receives service in accordance with Section XXV – NET METERING of the Company's TERMS AND CONDITIONS and where the alternating current capacity of the Renewable Fuel Generator exceeds 15 kW, the Customer shall be billed a Distribution Standby Charge of \$3.42 per kW of demand, minus the charge under II.A.2., above, but not less than zero.

B. Electricity Supply (ES) Service Charges

Paragraph II.B. is not applicable to Customers receiving Electricity Supply Service from a Competitive Service Provider, except for non-bypassable charges in the Exhibit of Applicable Riders, as discussed in Paragraph V., below:

1. Generation kWh Charge
 - a. Billing Months of June – September

| | | |
|------------------|---|-----------------|
| First 800 ES kWh | @ | 2.8063¢ per kWh |
| Over 800 ES kWh | @ | 4.2708¢ per kWh |
 - b. Billing Months of October – May

| | | |
|------------------|---|-----------------|
| First 800 ES kWh | @ | 2.7031¢ per kWh |
| Over 800 ES kWh | @ | 2.3430¢ per kWh |
2. Plus Transmission kWh Charge
 - a. All kWh @ 0.970¢ per kWh
 - b. Plus, where the Customer receives service in accordance with Section XXV – NET METERING of the Company's TERMS AND CONDITIONS and where the alternating current capacity of the Renewable Fuel Generator exceeds 15 kW, the Customer shall be billed a Transmission Standby Charge of \$1.32 per kW of demand, minus the charge under II.B.2.a., above, but not less than zero.
3. Plus each Electricity Supply kilowatt-hour used is subject to all applicable riders in the Exhibit of Applicable Riders, including non-bypassable charges, as discussed in Paragraph V., below.

(Continued)

Filed 08-20-24
Electric-Virginia

Superseding Filing Effective For Usage On and After 01-01-24.
This Filing Effective For Usage On and After 01-01-25.



Virginia Electric and Power Company

Schedule 1

RESIDENTIAL SERVICE

(Continued)

II. MONTHLY RATE (Continued)

4. Plus, where the Customer receives service in accordance with Section XXV – NET METERING of the Company’s TERMS AND CONDITIONS and where the alternating current capacity of the Renewable Fuel Generator exceeds 15 kW, each measured kW of Demand is subject to all applicable riders, included in the Exhibit of Applicable Riders.

C. The minimum charge shall be the Basic Customer Charge in II.A.1., above.

III. DETERMINATION OF DEMAND

Where demand is measured by the Company, such demand will be determined as the highest average kW measured during any 30-minute interval of the current billing month, rounded to the nearest tenth.

IV. METER READING AND BILLING

- A. Meters may be read in units of 10 kilowatt-hours and bills rendered accordingly.
- B. The Company shall have the option of reading meters monthly or bimonthly. When the meter is read at other than monthly intervals, the Company may render an interim monthly bill based on estimated kWh use during periods for which the meter was not read.
- C. When bills are calculated for a bimonthly period, the Basic Customer Charge shall be multiplied by two; the number of kWh specified in the initial block of the Distribution kWh Charge and the Generation kWh Charge shall be multiplied by two before the rates per kWh are applied to the usage for the bimonthly period; the rate specified in II.A.4. shall be multiplied by two before the kW of demand is applied to such modified rate; the rate specified in II.B.2.b. shall be multiplied by two before the kW of demand is applied to such modified rate; and the minimum charge shall be the modified Basic Customer Charge.

V. NON-BYPASSABLE CHARGES

Any Commission approved non-bypassable charges in the Exhibit of Applicable Riders shall apply to all Customers, irrespective of generation supplier pursuant to Virginia Law, unless the Customer meets the statutory requirements for exemption from such charges.

VI. TERM OF CONTRACT

Open order.

Filed 08-20-24
Electric-Virginia

Superseding Filing Effective For Usage On and After 01-01-24.
This Filing Effective For Usage On and After 01-01-25.



WASHINGTON GAS LIGHT COMPANY - VIRGINIA
Va. S.C.C. No. 9
Eleventh Revised Page No. 3
Superseding Tenth Revised Page No. 3

WASHINGTON GAS LIGHT COMPANY

Residential Service

Rate Schedule No. 1

AVAILABILITY

This schedule is available in the Virginia portion of the Company's service area as described in Section 1.b.(1) of the General Service Provisions for firm gas service to any customer classified Residential as defined in Section 1A. of the General Service Provisions.

RATE FOR MONTHLY CONSUMPTION

System Charge (Per customer)

| | |
|--------------------|---------|
| All Billing Months | \$12.40 |
|--------------------|---------|

Distribution Charge (Per therm)

All gas used during the billing month:

| | |
|-----------------|--------|
| First 25 therms | 57.30¢ |
| Next 100 therms | 54.20¢ |
| Over 125 therms | 52.40¢ |

PURCHASED GAS CHARGE

The Purchased Gas Charge per therm shall be computed in accordance with Section 16 of the General Service Provisions and applies to all gas used during the billing month.

RISK SHARING MECHANISM (RSM)

The Distribution Charges specified in this rate schedule shall be subject to an adjustment per therm, and included in the item "All Applicable Riders," on customers' bills, in accordance with Section 21 of the General Service Provision.

ISSUED: September 25, 2023
For service rendered on and after November 26, 2022
James D. Steffes - Senior Vice President, Regulatory Affairs

Tab S:

Supportive House Mandatory
Certification and Documentation

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



8245 Boone Boulevard, Suite 640 | Tysons Corner, VA 22182 | 703.942.6610
SCGDEVELOPMENT.COM

Virginia Housing Free Housing Education Acknowledgement

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

I understand that it is my responsibility to review the website link provided here

www.virginiahousing.com/renters.

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

Resident Name: _____

Resident Signature: _____

Date: _____

Tab V:

Nonprofit or LHA Purchase Option or Right of First
Refusal

This deal does not require
information behind this tab.

Tab W:

Internet Safety Plan and Resident Information Form

INTERNET USE AGREEMENT

DRAFT

THIS INTERNET USE AGREEMENT represents the complete agreement and understanding between Commonwealth Lofts 4, LLC, and the tenant, for the use of internet access service provided by Commonwealth Lofts 4, LLC ("Service"). Tenant's use of Service shall constitute tenant's acceptance of the terms and conditions of this agreement including the Internet Operating Policies. Upon notice published on-line via the Commonwealth Lofts 4, LLC web site, Commonwealth Lofts 4, LLC may modify these terms and conditions, and amplify them, as well as discontinue or change the services offered. Tenant's use of Service after modification shall constitute tenant's acceptance of the modifications.

TERMS AND CONDITIONS

PROVISION OF SERVICES. The Service is a service whereby a tenant may gain direct high-speed access to the Internet via Wi-Fi, where provided.

SERVICE RATES AND CHARGES. The Service is provided free of charge as a convenience to the tenant and is not provided as a service with economic value.

LIMITATION OF WARRANTIES AND LIABILITY; DISCLAIMER OF WARRANTIES. Your use of the Service is at your own risk. Neither Commonwealth Lofts 4, LLC nor any of its underlying service providers, information providers, licensors, employees, or agents, warrant that the Service will be uninterrupted or error free; nor does Commonwealth Lofts 4, LLC or any of its underlying service providers, information providers, licensors, employees, or agents, make any warranty as to the results to be obtained from the use of the Service. THE SERVICE IS DISTRIBUTED ON AN "AS IS", "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, OTHER THAN THOSE WARRANTIES (IF ANY) WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION, OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS USE AGREEMENT, ALL SUCH WARRANTIES BEING EXPRESSLY DISCLAIMED. NEITHER LOOKING GLASS APARTMENTS, LLP NOR ANY OF ITS UNDERLYING SERVICE PROVIDERS, INFORMATION PROVIDERS, LICENSERS, EMPLOYEES, OR AGENTS SHALL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES SUFFERED BY YOU OR ANY OTHER PARTY AS A RESULT OF THE OPERATION OR MALFUNCTION OF THE SERVICE, REGARDLESS OF WHETHER OR NOT SUCH PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

YOU EXPRESSLY ACKNOWLEDGE THAT THE PROVISIONS OF THIS SECTION SHALL ALSO APPLY TO ALL CONTENT OR OTHER SERVICES AVAILABLE THROUGH THE SERVICE. YOU AGREE THAT YOU WILL NOT IN ANY WAY HOLD ARROWBROOK CENTRE

APARTMENTS RESPONSIBLE FOR ANY SELECTION OR RETENTION OF, OR THE ACTS OR OMISSIONS OF, THIRD PARTIES IN CONNECTION WITH THE SERVICE (INCLUDING THOSE WITH WHOM COMMONWEALTH LOFTS 4, LLC MAY CONTRACT TO OPERATE VARIOUS AREAS ON THE SERVICE).

You assume total responsibility and risk for your use of the service and the Internet. COMMONWEALTH LOFTS 4, LLC DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER (INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE OR NONINFRINGEMENT, OR THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH REGARD TO THE SERVICE, ANY MERCHANDISE, INFORMATION OR SERVICE PROVIDED THROUGH THE SERVICE OR ON THE INTERNET GENERALLY, AND COMMONWEALTH LOFTS 4,

LLC SHALL NOT BE LIABLE FOR ANY COST OR DAMAGE ARISING EITHER DIRECTLY OR INDIRECTLY FROM ANY SUCH TRANSACTION. It is solely your responsibility to evaluate the accuracy, completeness and usefulness of all opinions, advice, services, merchandise, and other information provided through the service or on the Internet generally. Commonwealth Lofts 4, LLC does not warrant that the service will be uninterrupted or error-free or that defects in the service will be corrected.

You understand further that the Internet contains unedited materials, some of which are sexually explicit or may be offensive to you. You access such materials at your own risk. Commonwealth Lofts 4, LLC has no control over and accepts no responsibility whatsoever for such materials.

Your sole and exclusive remedy for any failure or non-performance of the Service (including any associated software or other materials supplied in connection with the Service) shall be for Commonwealth Lofts 4, LLC to use commercially reasonable efforts to effectuate an adjustment or repair of the Service.

INDEMNIFICATION BY USER. You shall indemnify and hold harmless Commonwealth Lofts 4, LLC and any of its underlying service providers, information providers, licensors, employees or agents from and against any and all claims, demands, actions, causes of action, suits proceedings, losses, damages, costs, and expenses, including reasonable attorney fees, arising from or relating to your use of the Service, or any act, error, or omission of you or any user of your account in connection therewith, including, but not limited to, matters relating to incorrect, incomplete, or misleading information; libel; invasion of privacy; infringement of a copyright, trademark, service mark, or other intellectual property; any defective product or any injury or damage to person or property caused by any products sold or otherwise distributed through or in connection with the Service; or violation of any applicable law.

OTHER RESPONSIBILITIES OF USER. You agree that you will be responsible for all usage of the Service and any other services accessed through the Service whether or not authorized by you. You agree to pay any applicable fees or charges by any applicable due date, and to pay any interest or late fees incurred for late payment of the required fees. You agree not to transmit or publish on or over the Service any information, software or other content which violates or infringes upon the rights of any others or to use the facilities and capabilities of the Service to conduct any business or activity or solicit the performance of any activity which is prohibited by law. You agree to comply with all applicable laws, rules and regulations in connection with the Service. You acknowledge that you are aware that certain content, services or locations of the Service or of other parties that may be accessible through the Service may contain materials that are unsuitable for minors (persons under 18 years of age). You agree to supervise usage of the Service by any minors whom you permit to use the Service. You agree to perform independent backup of data stored on your computer as Commonwealth Lofts 4, LLC is not responsible for personal files residing on your computer.

TERM. This agreement for the use of the Service will be in effect from the date your completed registration is accepted by Commonwealth Lofts 4, LLC or the time you first access the Service whichever comes first. This agreement and your use of the Service may be terminated by either you or Commonwealth Lofts 4, LLC at any time by written notice to the other, or by Commonwealth Lofts 4, LLC at any time with or without notice for your non-payment, other default, or violation of any terms of this Internet Use Agreement or Internet Operating Policy. The provisions of paragraph 4.0 and all other obligations of and restrictions on you and any user of your Service shall survive any termination of this Internet Use Agreement and Internet Operating Policy.

MISCELLANEOUS. This Internet Use Agreement and Internet Operating Policy shall be governed and construed in accordance with the laws of the State of Virginia applicable to agreements made and to be performed in Virginia. You agree that any legal action or proceeding between Commonwealth Lofts 4, LLC and you for any purpose concerning these agreements or the parties' obligations hereunder shall be brought exclusively in a federal or state court of competent jurisdiction sitting in Virginia. Any cause of action or claim you may have with respect to the Service must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred. Commonwealth Lofts 4, LLC's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be constructed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement. Commonwealth Lofts 4, LLC may assign its rights and duties under this Agreement to any party at any time without notice to you.

SERVICE IS PROVIDED ON THE FOLLOWING TERMS:

1. Commonwealth Lofts 4, LLC is not responsible for the provision, performance, and support of your PC. Commonwealth Lofts 4, LLC provides support for Service only to the Wi-Fi system. Support for your PC and any connecting Ethernet cables or any other devices to the wall jack is your responsibility.
2. You are solely responsible for keeping your computer secure and free of viruses or other harmful programs that can directly or indirectly interfere with the operations of the Service, and that of third parties connected to its networks. You are solely responsible for guarding against and repairing your computer and other systems from any infection by malicious code or unauthorized use.
3. Commonwealth Lofts 4, LLC cannot guarantee security and it is essential that you make use of a personal firewall, and anti-virus software due to the "always-on" nature of the Service. In addition, Commonwealth Lofts 4, LLC strongly recommends you add further security protection by obtaining current updates to your application software.
4. You may not use the Service in any way which, in Commonwealth Lofts 4, LLC's sole opinion, is, or is likely to be, detrimental to the provision of the Service to any other Commonwealth Lofts 4, LLC tenant. This includes, but is not limited to, running any application or program that places excessive bandwidth demands on the Service. If Commonwealth Lofts 4, LLC determines you are using excessive bandwidth, at our discretion we may reduce the bandwidth available, or temporarily suspend or permanently disconnect the Service (with or without notification). Commonwealth Lofts 4, LLC automatically blocks file sharing usage.
5. Occasionally, we may need to temporarily suspend the Service for repairs or planned maintenance and upgrades. Where this occurs, we will give you as much notice as is reasonably possible under existing circumstances.
6. We cannot guarantee that the Service will never be faulty, however we will respond to all reported faults as soon as is reasonably possible.
7. Commonwealth Lofts 4, LLC reserves the right to email Service announcements to you as part of the Service. It is the tenant's responsibility to notify the office of a change of email address.
8. You may not use the facilities and capabilities of the Service to conduct any activity or solicit the performance of any illegal or criminal activity.

9. You may not send proactively, receive, upload, download, use or re-use any information or material which is offensive, abusive, indecent, defamatory, obscene or menacing, or in breach of confidence, copyright, privacy or any other rights.
10. You may not do anything which is contrary to the acceptable use policies of any connected networks and Internet standards.
11. You may not post or transmit any file which contains viruses, worms, "Trojan horses" or any other contaminating or destructive features.
12. You may not hack into any aspect of the Service.
13. You may not circumvent, or attempt to seek to circumvent, any of the security safeguards of Commonwealth Lofts 4, LLC or any of its suppliers or vendors.
14. You may not use the Service to cause annoyance, interference, inconvenience or needless anxiety to tenants or others.
15. You may not send or provide any unsolicited advertising or other promotional material, commonly referred to as "spam" by email or by any other electronic means.
16. You may not send email or any other type of electronic message with the intention or result of affecting the performance or functionality of any computer facility.
17. You may not use the Service other than for your personal use, and you acknowledge that Commonwealth Lofts 4, LLC shall not in any way whatsoever be liable to you or to any third party for any personal losses (including without limitation any loss of profits, business or anticipated savings or for any destruction of data) suffered in anyway whatsoever by you or any third party.
18. You may not employ a misleading email address or name or falsify information in the header, footer, return path or any part of any communication, including without limitation any email transmitted through the Service.
19. You may not permit any third party to do any of the above.
20. A current copy of the Internet Use Agreement is posted at (TBD). The version of this User Agreement and Operating Policy stored at that URL is considered the current and binding version.
21. If any aspect of these terms and conditions is found to be unenforceable or unlawful, then that provision shall be deemed severable from these terms and conditions and shall not affect the validity and enforceability of any remaining provisions.
22. These Terms and Conditions and the Internet Use Agreement set out the whole of our agreement relating to our supply of the Service. They cannot be varied except in writing by a managing partner of Commonwealth Lofts 4, LLC. In particular nothing said by any employee or person on behalf of Commonwealth Lofts 4, LLC should be understood as a variation of these Terms and Conditions or an authorized representation about the Service or the nature and quality of items displayed thereon. Commonwealth Lofts 4, LLC shall have no liability for any such representation being untrue or misleading.

Signed on _____, 20__.

Tenant Signature _____.

INTERNET SECURITY PLAN

DRAFT

Commonwealth Lofts 4, LLC DRAFT

Internet Security Plan

Secure wireless networks at Commonwealth Lofts 4, LLC will provide our residents with a safe and convenient way to have internet access within their apartment homes and in certain common areas throughout the property.

Security is the foundation of every successful Wi-Fi network. Keeping our residents and the property secure will be a top priority for Commonwealth Lofts 4, LLC. Commonwealth Lofts 4, LLC will hire a third-party service provider to monitor and maintain the resident Wi-Fi system.

Security infrastructure will need to control where our residents can go on the network and what they can do on the network. Commonwealth Lofts 4, LLC and their third-party service provider will install:

1. Firewall protections. The Firewall will include integrated security features, including anti-virus protection, spam filtering, DPI, and application filtering. The Firewall will be able to see which devices and applications are being used on the network. The Firewall can scan applications for security threats and only allow approved applications to be used on the network.
2. Intrusion Detection System (IDS). An intrusion detection system monitors the network for malicious activity or policy violations. Any malicious activity or violation is typically reported either to the third-party administrator or collected centrally using a security information and event management system.
3. Resident Profiles. Each resident will be required to complete a unique profile to allow Commonwealth Lofts 4, LLC and the third-party service provider to know who is using the Wi-Fi, devices using the Wi-Fi, and potential tampering with the Wi-Fi services.
4. All residents will be required to sign an Internet Service Use Agreement and will receive Internet Education Training from Commonwealth Lofts 4, LLC and the third-party service provider.

INTERNET SAFETY EDUCATION

DRAFT



Internet Safety

Playing it safe while playing online



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



Privacy & Personal Information



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

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

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

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

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

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



Think before you click



Do you know who sent that email?



Passwords

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

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



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

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

Spam



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

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

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



How do you know it is spam?

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



Malware



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

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

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

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



Spyware

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

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

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

Adware

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

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

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

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



Trojan Horse

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

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

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

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



Worms

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

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

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





Virus

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

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

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

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

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

Social Media

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



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

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

Geotagging



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

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

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

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

<http://www.nytimes.com/2010/08/13/technology/personaltech>



Be Careful of What You Say!



Defamation: Defamation is the blanket word used for all types of untrue statements made about others. [Definition of Defamation on Law.com](#)

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

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

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



Be Careful of What You Say!



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

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

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

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

Stranger Danger Online



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

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

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

How to Protect Yourself in Online Chats

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





Cyberbullying

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



Consequences of Cyberbullying

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

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

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

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

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

Consequences of Cyberbullying

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

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

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





The Effects of Cyberbullying

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



Dealing with Cyberbullying

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



About Sexting



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

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

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

22% of teen girls

18% of teen boys

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

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

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



About Sexting



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

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

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

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

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

Legal Consequences of Sexting

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



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Tab X:

Marketing Plan for units meeting accessibility
requirements of HUD section 504

This deal does not require
information behind this tab.

Tab Y:

Inducement Resolution for Tax Exempt Bonds

This deal does not require
information behind this tab.

Tab Z:

Documentation of team member's Diversity, Equity
and Inclusion Designation or Veteran Owned Small
Business certification

This deal does not require
information behind this tab.

Tab AA:

Priority Letter from Rural Development

This deal does not require
information behind this tab.

TAB AB:

Social Disadvantage Certification or Veteran
Owned Small Business Certification

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