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

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27. List of Developments (Schedule A)	Mandatory form related to principals
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	For Mixed Use Applications only - indicates how costs are distributed across the different construction activities
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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 type="checkbox"/>	Electronic Copy of Appraisal (MANDATORY if acquisition credits requested)
<input checked="" type="checkbox"/>	Electronic Copy of Environmental Site Assessment (Phase I) (MANDATORY if 4% credits requested)
<input checked="" type="checkbox"/>	Electronic Copy of Development Experience and Partnership or Operating Agreement, including chart of ownership structure with percentage of interests (MANDATORY)
<input checked="" type="checkbox"/>	Tab A: Partnership or Operating Agreement, including chart of ownership structure with percentage of interests (see manual for details) (MANDATORY)
<input type="checkbox"/>	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 checked="" type="checkbox"/>	Tab I: Nonprofit Questionnaire (MANDATORY for points or pool)
	The following documents need not be submitted unless requested by Virginia Housing:
	-Nonprofit Articles of Incorporation -IRS Documentation of Nonprofit Status
	-Joint Venture Agreement (if applicable) -For-profit Consulting Agreement (if applicable)
<input type="checkbox"/>	Tab J: Relocation Plan and Unit Delivery Schedule (MANDATORY if Rehab)
	Tab K: Documentation of Development Location:
<input checked="" type="checkbox"/>	K.1 Revitalization Area Certification
<input checked="" type="checkbox"/>	K.2 Surveyor's Certification of Proximity To Public Transportation using Virginia Housing template
<input checked="" type="checkbox"/>	Tab L: PHA / Section 8 Notification Letter
<input type="checkbox"/>	Tab M: <i>(left intentionally blank)</i>
<input type="checkbox"/>	Tab N: Homeownership Plan
<input type="checkbox"/>	Tab O: Plan of Development Certification Letter
<input type="checkbox"/>	Tab P: Zero Energy or Passive House documentation for prior allocation by this developer
<input checked="" type="checkbox"/>	Tab Q: Documentation of Rental Assistance, Tax Abatement and/or existing RD or HUD Property
<input checked="" type="checkbox"/>	Tab R: Documentation of Utility Allowance Calculation
<input type="checkbox"/>	Tab S: Supportive Housing Certification
<input checked="" type="checkbox"/>	Tab T: Funding Documentation
<input checked="" type="checkbox"/>	Tab U: Acknowledgement by Tenant of the availability of Renter Education provided by Virginia Housing
<input checked="" type="checkbox"/>	Tab V: Nonprofit or LHA Purchase Option or Right of First Refusal
<input 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 checked="" 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 checked="" type="checkbox"/>	Tab AB: Ownership's Social Disadvantage or Veteran Owned Small Business Certification

VHDA TRACKING NUMBER

2025-TEB-27

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date: 1/15/2025

1. Development Name: Kindred Crossing
2. Address (line 1): 6165 Leesburg Pike
 Address (line 2):
 City: Falls Church State: VA Zip: 22044
3. If complete address is not available, provide longitude and latitude coordinates (x,y) from a location on site that your surveyor deems appropriate. Longitude: 00.00000 Latitude: 00.00000
 (Only necessary if street address or street intersections are not available.)
4. The Circuit Court Clerk's office in which the deed to the development is or will be recorded:
 City/County of Fairfax County
5. The site overlaps one or more jurisdictional boundaries..... FALSE
 If true, what other City/County is the site located in besides response to #4?.....
6. Development is located in the census tract of: 4513.00
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% |
|--------------|-------------|--------------|
| <u>FALSE</u> | <u>TRUE</u> | <u>FALSE</u> |
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: 8
 Planning District: 8
 State Senate District: 35
 State House District: 13

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

This is a new construction, 100% affordable building that will be constructed on a portion of the existing First Christian Church of Falls Church campus.

VHDA TRACKING NUMBER

2025-TEB-27

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date: 1/15/2025

17. Local Needs and Support

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

Chief Executive Officer's Name: Bryan Hill
Chief Executive Officer's Title: County Executive Phone: 703.324.2531
Street Address: 1200 Government Center Parkway
City: Fairfax State: VA Zip: 22035

Name and title of local official you have discussed this project with who could answer questions for the local CEO: Andrew Jimenez, Supervisor of the Mason District

- 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?

TBD

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

Skip to Number 4 below.

2. Type(s) of Allocation/Allocation Year

Carryforward Allocation

Definitions of types:

- a.

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

FALSE

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

Total Units within 9% allocation request?

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:

30

Definition of selection:

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

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

FALSE

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: Wesley Kindred Crossing LP

Developer Name: Wesley Housing Development Corporation of Northern Virginia

Contact: M/M Ms. First: Kamilah MI: P Last: McAfee

Address: 2311 Huntington Ave

City: Alexandria St. VA Zip: 22303

Phone: (703) 642-3830 Ext. 220 Fax:

Email address: kmcafee@whdc.org

Federal I.D. No. 993440255 (If not available, obtain prior to Carryover Allocation.)

Select type of entity: limited partnership Formation State: Virginia

Additional Contact: Please Provide Name, Email and Phone number.
Judith Cabelli, jcabelli@whdc.org, 703.642.3830 & Niana Moore, nmoore@whdc.org

- 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. TRUE 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. TRUE 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?

The Waypoint

D. SITE CONTROL

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

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

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

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

1. Type of Site Control by Owner:

Applicant controls site by (select one):

Select Type: ☒ Purchase Contract
Expiration Date: 12/31/2026

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

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

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

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

2. Timing of Acquisition by Owner:

Only one of the following statement should be True.

- a. ☒ FALSE Owner already controls site by either deed or long-term lease.
- b. ☒ TRUE Owner is to acquire property by deed (or lease for period no shorter than period property will be subject to occupancy restrictions) no later than..... 12/31/2026 .
- c. ☒ FALSE There is more than one site for development and more than one expected date of acquisition by Owner.

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

3. Seller Information:

Name: First Christian Church of Falls Church
Address: 6165 Leesburg Pike
City: Falls Church St.: Virginia Zip: 22044
Contact Person: Steven Moore Phone: (703) 532-8220
There is an identity of interest between the seller and the owner/applicant..... FALSE

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

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

Names	Phone	Type Ownership	% Ownership
			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:	Erik Hoffman	This is a Related Entity.	FALSE
Firm Name:	Klein Hornig	DEI Designation?	FALSE OR
Address:	1325 G Street NW Suite 770	Veteran Owned Small Bus?	FALSE
City, State, Zip	Washington, DC 20005		
Email:	ehoffman@kleinhornig.com	Phone:	202-926-3404
2. Tax Accountant:	Peter Hodgson	This is a Related Entity.	FALSE
Firm Name:	CohnReznick	DEI Designation?	FALSE OR
Address:	7501 Wisconsin Avenue Suite 400	Veteran Owned Small Bus?	FALSE
City, State, Zip	Bethesda, MD 20814		
Email:	peter.hodgson@cohnreznick.com	Phone:	301-280-2998
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:	Lisa Davis	This is a Related Entity.	TRUE
Firm Name:	Wesley Property Management Company	DEI Designation?	FALSE OR
Address:	2311 Huntington Ave	Veteran Owned Small Bus?	FALSE
City, State, Zip	Alexandria, VA 22303		
Email:	ldavis@whdc.org	Phone:	703-642-3830 x270
5. Contractor:	John Kim	This is a Related Entity.	FALSE
Firm Name:	Harkins Builders, Inc.	DEI Designation?	FALSE OR
Address:	10490 Little Patuxent Parkway Suite 400	Veteran Owned Small Bus?	FALSE
City, State, Zip	Columbia, MD 21044		
Email:	jkim@harkinsbuilders.com	Phone:	410-480-4208
6. Architect:	Zachary Schooley	This is a Related Entity.	FALSE
Firm Name:	Grimm + Parker	DEI Designation?	FALSE OR
Address:	8609 Westwood Center Dr.	Veteran Owned Small Bus?	FALSE
City, State, Zip	Tysons, VA 22182		
Email:	zschooley@gparch.com	Phone:	240.965.0787
7. Real Estate Attorney:		This is a Related Entity.	FALSE
Firm Name:		DEI Designation?	FALSE OR
Address:		Veteran Owned Small Bus?	FALSE
City, State, Zip			
Email:		Phone:	
8. Mortgage Banker:		This is a Related Entity.	FALSE
Firm Name:		DEI Designation?	FALSE OR
Address:		Veteran Owned Small Bus?	FALSE
City, State, Zip			
Email:		Phone:	
9. Other:	Thiel Butner	This is a Related Entity.	FALSE
Firm Name:	Pando Alliance	DEI Designation?	TRUE OR
Address:	3545 Ellicott Mills Drive Suite A2	Veteran Owned Small Bus?	FALSE
City, State, Zip	Ellicott City, MD 21043	Role:	Sustainability Consultant
Email:	thiel@pandoalliance.com	Phone:	703-517-4345

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)

F. REHAB INFORMATION

3. Rehabilitation Credit Information

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

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

G. NONPROFIT INVOLVEMENT

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

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

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

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

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

A. Nonprofit Involvement (All Applicants)

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

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

B. Type of involvement:

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

or

Nonprofit meets eligibility requirements for nonprofit pool and points..... TRUE

C. Identity of Nonprofit (All nonprofit applicants):

The nonprofit organization involved in this development is:



Owner

Name: Wesley Housing Development Corporation

Contact Person: Kamilah P. McAfee

Street Address: 2311 Huntington Avenue

City: Alexandria

State:

VA

Zip: 22303

Phone: (703) 642-3830

Contact Email: kmcafee@whdc.org

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

Specify the nonprofit entity's percentage ownership of the general partnership interest: 100.0%

G. NONPROFIT INVOLVEMENT

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

A. TRUE

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

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

Name of qualified nonprofit: Wesley Housing Development Corporation of Northern

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

Name of Local Housing Authority

B. FALSE

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

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

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	95	bedrooms	114
	Total number of rental units in development	95	bedrooms	114
	Number of low-income rental units	95	bedrooms	114
	Percentage of rental units designated low-income	100.00%		
b.	Number of new units:.....	95	bedrooms	114
	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.....			121,366.00 (Sq. ft.)
e.	Unheated Floor Area (i.e. Breezeways, Balconies, Storage).....			4,684.00 (Sq. ft.)
f.	Nonresidential Commercial Floor Area (Not eligible for funding).....			4,897.00
g.	Total Usable Residential Heated Area.....			111,785.00 (Sq. ft.)
h.	Percentage of Net Rentable Square Feet Deemed To Be New Rental Space			100.00%
i.	Exact area of site in acres	4.026		
j.	Locality has approved a final site plan or plan of development..... If True , Provide required documentation (TAB O).			FALSE
k.	Requirement as of 2016: Site must be properly zoned for proposed development. ACTION: Provide required zoning documentation (MANDATORY TAB G)			
l.	Development is eligible for Historic Rehab credits.....			FALSE

Definition:

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

H. STRUCTURE AND UNITS INFORMATION

2. UNIT MIX

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

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	1152.00	SF	76	76
2BR Elderly	1534.00	SF	19	19
Eff - Garden	0.00	SF	0	0
1BR Garden	0.00	SF	0	0
2BR Garden	0.00	SF	0	0
3BR Garden	0.00	SF	0	0
4BR Garden	0.00	SF	0	0
2+ Story 2BR Townhouse	0.00	SF	0	0
2+ Story 3BR Townhouse	0.00	SF	0	0
2+ Story 4BR Townhouse	0.00	SF	0	0
			95	95

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:..... **4**

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

e. Commercial Area Intended Use: **Neighborhood serving amenity**

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 | TRUE |
| iv. Crawl space | FALSE | | |

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

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

Elevator Type (if known)

H. STRUCTURE AND UNITS INFORMATION

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

4. Site Amenities (indicate all proposed)

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

l. Describe Community Facilities: On-site Laundry, community room, management office

m. Number of Proposed Parking Spaces 83
 Parking is shared with another entity FALSE

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

If **True**, Provide required documentation (TAB K2).

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

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

b. The following are due at reservation for Tax Exempt 4% Applications and at allocation for 9% Applications.

- i. Phase I environmental assessment.
- ii. Physical needs assessment for any rehab only development.

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

J. ENHANCEMENTS

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

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

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

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

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

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

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

- | | |
|--------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| FALSE | a. A community/meeting room with a minimum of 749 square feet is provided with free WIFI access restricted to residents only. |
| 34.00% | b1. Percentage of brick covering the exterior walls. |
| 66.00% | b2. Percentage of Fiber Cement Board or other similar low-maintenance material approved by the Authority covering exterior walls. Community buildings are to be included in percentage calculations. |
| FALSE | c. 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 | FALSE 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.)

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

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

- 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	Electric

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

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

Utilities	Enter Allowances by Bedroom Size				
	0-BR	1-BR	2-BR	3-BR	4-BR
Heating	0	12	20	0	0
Air Conditioning	0	14	15	0	0
Cooking	0	4	4	0	0
Lighting	0	27	34	0	0
Hot Water	0	11	5	0	0
Water	0	22	25	0	0
Sewer	0	39	49	0	0
Trash	0	0	0	0	0
Total utility allowance for costs paid by tenant	\$0	\$129	\$152	\$0	\$0

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

- | | |
|-------------------------------------------------|--------------------------------------------------------|
| a. <u>FALSE</u> HUD | d. <u>FALSE</u> Local PHA |
| b. <u>FALSE</u> Utility Company (Estimate) | e. <u>TRUE</u> Other: <u>Sustainability Consultant</u> |
| c. <u>FALSE</u> 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:

- TRUE

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)
- FALSE

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

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

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: No

Organization which holds waiting list:

Fairfax County Housing and Community Development

Contact person: Amy Ginger

Title: Deputy Director, Operations

Phone Number: (703) 246-5134

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

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

- c. Specify the number of low-income units that will serve individuals and families with children by providing three or more bedrooms: 0
% of total Low Income Units 0%

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

[Download Current CMA List from VirginiaHousing.com](https://www.virginiahousing.com/CurrentCMAList)

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: Lisa

Last Name: Davis

Phone Number: (703) 642-3830

Email: ldavis@whdc.org

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:	48
How many years in rental assistance contract?	20.00
Expiration date of contract:	12/1/2046
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
95	100.00%	60% Area Median
0	0.00%	70% Area Median
0	0.00%	80% Area Median
0	0.00%	Market Units
95	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
95	100.00%	60% Area Median
0	0.00%	70% Area Median
0	0.00%	80% Area Median
0	0.00%	Market Units
95	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 40% Levels 50% levels

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

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	26	3	615.00	\$1,854.00	\$48,204
Mix 2	1 BR - 1 Bath	60% AMI	4		611.00	\$1,854.00	\$7,416
Mix 3	1 BR - 1 Bath	60% AMI	4		613.00	\$1,854.00	\$7,416
Mix 4	1 BR - 1 Bath	60% AMI	3		552.00	\$1,854.00	\$5,562
Mix 5	1 BR - 1 Bath	60% AMI	30	5	615.00	\$1,612.00	\$48,360
Mix 6	1 BR - 1 Bath	60% AMI	5		552.00	\$1,612.00	\$8,060
Mix 7	1 BR - 1 Bath	60% AMI	4		605.00	\$1,612.00	\$6,448
Mix 8	2 BR - 2 Bath	60% AMI	4		856.00	\$1,938.00	\$7,752
Mix 9	2 BR - 2 Bath	60% AMI	2		1126.00	\$2,097.00	\$4,194
Mix 10	2 BR - 2 Bath	60% AMI	1	1	1126.00	\$1,938.00	\$1,938

L. UNIT DETAILS

Mix 11	2 BR - 2 Bath	60% AMI	3		978.00	\$1,938.00	\$5,814
Mix 12	2 BR - 2 Bath	60% AMI	1		978.00	\$2,097.00	\$2,097
Mix 13	2 BR - 2 Bath	60% AMI	8	1	971.00	\$2,097.00	\$16,776
Mix 14							\$0
Mix 15							\$0
Mix 16							\$0
Mix 17							\$0
Mix 18							\$0
Mix 19							\$0
Mix 20							\$0
Mix 21							\$0
Mix 22							\$0
Mix 23							\$0
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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
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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			95	10			\$170,037

Total Units	95	Net Rentable SF:	TC Units	64,654.00
			MKT Units	0.00
			Total NR SF:	64,654.00

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

M. OPERATING EXPENSES**Administrative:**

Use Whole Numbers Only!

1. Advertising/Marketing			\$1,848
2. Office Salaries			
3. Office Supplies			\$2,085
4. Office/Model Apartment	(type <input type="text"/>)		\$0
5. Management Fee			\$98,496
<u>4.83%</u> of EGI	<u>\$1,036.80</u>	Per Unit	
6. Manager Salaries			\$92,364
7. Staff Unit (s)	(type <input type="text"/>)		\$0
8. Legal			\$6,951
9. Auditing			\$17,709
10. Bookkeeping/Accounting Fees			\$13,649
11. Telephone & Answering Service			\$39,163
12. Tax Credit Monitoring Fee			\$4,953
13. Miscellaneous Administrative			\$8,273
Total Administrative			\$285,491

Utilities

14. Fuel Oil		\$0
15. Electricity		\$2,085
16. Water		\$11,956
17. Gas		\$16,030
18. Sewer		\$31,739
Total Utility		\$61,810

Operating:

19. Janitor/Cleaning Payroll		
20. Janitor/Cleaning Supplies		\$2,780
21. Janitor/Cleaning Contract		\$3,707
22. Exterminating		\$2,780
23. Trash Removal		\$27,110
24. Security Payroll/Contract		\$24,167
25. Grounds Payroll		\$0
26. Grounds Supplies		\$1,390
27. Grounds Contract		\$13,902
28. Maintenance/Repairs Payroll		\$155,304
29. Repairs/Material		\$10,281
30. Repairs Contract		\$23,370
31. Elevator Maintenance/Contract		\$10,844
32. Heating/Cooling Repairs & Maintenance		\$4,171
33. Pool Maintenance/Contract/Staff		\$0
34. Snow Removal		\$4,808
35. Decorating/Payroll/Contract		\$0
36. Decorating Supplies		\$0
37. Miscellaneous		\$1,351
Totals Operating & Maintenance		\$285,965

M. OPERATING EXPENSES**Taxes & Insurance**

38. Real Estate Taxes		\$111,220
39. Payroll Taxes		\$17,708
40. Miscellaneous Taxes/Licenses/Permits		\$1,786
41. Property & Liability Insurance	\$521 per unit	\$49,474
42. Fidelity Bond		\$0
43. Workman's Compensation		\$3,711
44. Health Insurance & Employee Benefits		\$44,257
45. Other Insurance		\$0
Total Taxes & Insurance		\$228,156

Total Operating Expense**\$861,422**

**Total Operating
Expenses Per Unit**

\$9,068

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

42.20%

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

\$23,750**Total Expenses****\$885,172**

N. PROJECT SCHEDULE

ACTIVITY	ACTUAL OR ANTICIPATED DATE	NAME OF RESPONSIBLE PERSON
1. SITE		
a. Option/Contract	7/11/2018	Judith Cabelli
b. Site Acquisition	10/31/2025	Judith Cabelli
c. Zoning Approval	2/21/2023	Sara Mariska
d. Site Plan Approval	9/15/2025	Judith Cabelli
2. Financing		
a. Construction Loan		
i. Loan Application	5/1/2025	Judith Cabelli
ii. Conditional Commitment	7/1/2025	Judith Cabelli
iii. Firm Commitment	7/30/2025	Judith Cabelli
b. Permanent Loan - First Lien		
i. Loan Application	5/1/2025	Judith Cabelli
ii. Conditional Commitment	7/1/2025	Judith Cabelli
iii. Firm Commitment	7/30/2025	Judith Cabelli
c. Permanent Loan-Second Lien		
i. Loan Application		
ii. Conditional Commitment		
iii. Firm Commitment		
d. Other Loans & Grants		
i. Type & Source, List	Loan, FCRHA Subordinate Loan	Judith Cabelli
ii. Application	10/1/2023	Judith Cabelli
iii. Award/Commitment	2/20/2024	Judith Cabelli
2. Formation of Owner	2/20/2024	Erik Hoffman
3. IRS Approval of Nonprofit Status	9/12/1975	
4. Closing and Transfer of Property to Owner	10/31/2025	Judith Cabelli
5. Plans and Specifications, Working Drawings	1/15/2025	Judith Cabelli
6. Building Permit Issued by Local Government	10/31/2025	Judith Cabelli
7. Start Construction	11/1/2025	Judith Cabelli
8. Begin Lease-up	3/1/2027	Lisa Davis
9. Complete Construction	4/1/2027	Judith Cabelli
10. Complete Lease-Up	6/1/2027	Lisa Davis
11. Credit Placed in Service Date	6/2/2027	Judith Cabelli

O. PROJECT BUDGET - HARD COSTS**Cost/Basis/Maximum Allowable Credit**

Complete cost column and basis column(s) as appropriate

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

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

Must Use Whole Numbers Only!		Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
Item	(A) Cost	"30% Present Value Credit"		(D)
		(B) Acquisition	(C) Rehab/ New Construction	"70 % Present Value Credit"
1. Contractor Cost				
a. Unit Structures (New)	21,483,766	0	21,483,766	0
b. Unit Structures (Rehab)	0	0	0	0
c. Non Residential Structures	0	0	0	0
d. Commercial Space Costs	700,000	0	0	0
X e. Structured Parking Garage	0	0	0	0
Total Structure	22,183,766	0	21,483,766	0
f. Earthwork	0	0	0	0
g. Site Utilities	0	0	0	0
X h. Renewable Energy	328,800	0	328,800	
i. Roads & Walks	0	0	0	0
j. Site Improvements	0	0	0	0
k. Lawns & Planting	0	0	0	0
l. Engineering	0	0	0	0
m. Off-Site Improvements	0	0	0	0
n. Site Environmental Mitigation	0	0	0	0
o. Demolition	57,975	0		0
p. Site Work	3,844,533	0	3,644,533	0
q. Hard Cost Contingency	1,548,577	0	1,548,577	0
Total Land Improvements	5,779,885	0	5,521,910	0
Total Structure and Land	27,963,651	0	27,005,676	0
r. General Requirements	1,633,167	0	1,633,167	0
s. Builder's Overhead	579,846	0	579,846	0
(2.1% Contract)				
t. Builder's Profit	1,449,616	0	1,449,616	0
(5.2% Contract)				
u. Bonds	166,200	0	166,200	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: Contractor Insurance	1,055,932	0	1,055,932	0
z. Other 2:	0	0	0	0
aa. Other 3:	0	0	0	0
Contractor Costs	\$32,848,412	\$0	\$31,890,437	\$0

Construction cost per unit:**\$334,943.28****MAXIMUM COMBINED GR, OVERHEAD & PROFIT =****\$3,914,911****ACTUAL COMBINED GR, OVERHEAD & PROFIT =****\$3,662,629**

O. PROJECT BUDGET - OWNER COSTS

		To select exclusion of allowable line items from Total Development Costs used in Cost limit calculations, select X in yellow box to the left.		
MUST USE WHOLE NUMBERS ONLY! Item	(A) Cost	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
		"30% Present Value Credit"		(D)
		(B) Acquisition	(C) Rehab/ New Construction	"70 % Present Value Credit"
2. Owner Costs				
a. Building Permit	110,000	0	110,000	0
b. Architecture/Engineering Design Fee \$11,351 /Unit)	1,078,327	0	1,039,317	0
c. Architecture Supervision Fee \$2,594 /Unit)	246,400	0	236,544	0
d. Tap Fees	1,086,424	0	1,086,424	0
e. Environmental	16,800	0	16,128	0
f. Soil Borings	15,000	0		0
g. Green Building (Earthcraft, LEED, etc.)	111,300	0	111,300	0
h. Appraisal	30,000	0	28,800	0
i. Market Study	17,600	0	17,600	0
j. Site Engineering / Survey	15,000	0	14,400	0
k. Construction/Development Mgt	180,000	0	180,000	0
l. Structural/Mechanical Study	35,035	0	35,035	0
m. Construction Loan Origination Fee	100,000	0	100,000	0
n. Construction Interest (5.5% for 24 months)	2,536,091	0	2,113,409	0
o. Taxes During Construction	113,888	0	113,888	0
p. Insurance During Construction	40,000	0	40,000	0
q. Permanent Loan Fee (0.8%)	0			
r. Other Permanent Loan Fees	0			
s. Letter of Credit	0	0	0	0
t. Cost Certification Fee	35,000	0	35,000	0
u. Accounting	35,000	0	0	0
v. Title and Recording	107,316	0	93,902	0
w. Legal Fees for Closing	170,000	0	90,000	0
x. Mortgage Banker	0	0	0	0
y. Tax Credit Fee	119,146			
z. Tenant Relocation	0			
aa. Fixtures, Furnitures and Equipment	200,000	0	160,000	0
ab. Organization Costs	0			
ac. Operating Reserve	904,232			
ad. Soft Costs Contingency	296,520			
ae. Security	140,000	0	140,000	0
af. Utilities	160,850	0	160,850	0
ag. Supportive Service Reserves	0			

O. PROJECT BUDGET - OWNER COSTS

(1) Other* specify: Performance Bonds	20,000	0	20,000	0
(2) Other* specify: Traffic Study	25,000	0	24,000	0
(3) Other* specify: Bond Fees	593,425	0	0	0
(4) Other* specify: Zoning and Entitlement	120,000	0	0	0
(5) Other * specify: Marketing	40,000	0	0	0
(6) Other* specify: Subordinate Loan Interest	388,000	0	388,000	0
(7) Other* specify: Consultant Fee	25,000	0	0	0
(8) Other* specify: Lease-up Reserves	53,750	0	0	0
(9) Other* specify:	0	0	0	0
Owner Costs Subtotal (Sum 2A..2(10))	\$9,165,104	\$0	\$6,354,597	\$0
Subtotal 1 + 2 (Owner + Contractor Costs)	\$42,013,516	\$0	\$38,245,034	\$0
3. Developer's Fees	3,950,000	0	3,950,000	0
4. Owner's Acquisition Costs				
Land	3,523,331			
Existing Improvements	0	0		
Subtotal 4:	\$3,523,331	\$0		
5. Total Development Costs				
Subtotal 1+2+3+4:	\$49,486,847	\$0	\$42,195,034	\$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:

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

Maximum Developer Fee:

\$4,480,243

Proposed Development's Cost per Sq Foot	\$376	Meets Limits
Applicable Cost Limit by Square Foot:	\$520	
Proposed Development's Cost per Unit	\$480,365	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	49,486,847	0	42,195,034	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	42,195,034	0
4. Adjustment(s) to Eligible Basis (For non-acquisition costs in eligible basis)				
a. For QCT or DDA (Eligible Basis x 30%)			0	0
<i>State Designated Basis Boosts:</i>				
b. For Revitalization or Supportive Housing (Eligible Basis x 30%)			0	0
c. For Green Certification (Eligible Basis x 10%)				0
Total Adjusted Eligible basis			42,195,034	0
5. Applicable Fraction		100.00000%	100.00000%	100.00000%
6. Total Qualified Basis (Eligible Basis x Applicable Fraction)		0	42,195,034	0
7. Applicable Percentage		4.00%	4.00%	9.00%
8. Maximum Allowable Credit under IRC §42 (Qualified Basis x Applicable Percentage)		\$0	\$1,687,801	\$0
(Must be same as BIN total and equal to or less than credit amount allowed)		\$1,687,801 Combined 30% & 70% P. V. Credit		

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

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

	Source of Funds	Date of Application	Date of Commitment	Amount of Funds	Name of Contact Person
1.	Tax Exempt Bonds	05/01/25		\$23,626,695	TBD
2.					
3.					
Total Construction Funding:				\$23,626,695	

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

	Source of Funds	Date of Application	Date of Commitment	Amount of Funds	Annual Debt Service Cost	Interest Rate of Loan	Amortization Period IN YEARS	Term of Loan (years)
1.	Permanent Loan			\$15,653,035	\$919,468	5.11%	40	40
2.	Virginia Housing Trust Fur	10/1/2022	6/6/2023	\$2,500,000	\$25,000	0.00%	30	30
3.	Virginia DHCD HIEE	10/1/2022	6/6/2023	\$2,000,000			30	30
4.	Fairfax County Housing Su	10/1/2023	2/20/2023	\$9,700,000		2.00%	30	30
5.	Accrued Interest from County Loan		2/20/2024	\$388,000				
6.								
7.								
8.								
9.								
10.								
Total Permanent Funding:				\$30,241,035	\$944,468			

- 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.	Fairfax County Stormwater Funds		3/1/2024	\$368,539	Joni Calmbacher, Director, Stormwater Planning Division
2.	EPA GHHI Thriving Comm	12/30/2024		\$350,000	TBD
3.					
4.					
5.					
6.					
Total Permanent Grants:				\$718,539	

Q. SOURCES OF FUNDS**4. Subsidized Funding**

	Source of Funds	Date of Commitment	Amount of Funds
1.	Fairfax County Subordinate Loan	2/20/2024	
2.	Virginia DHCD HIEE	6/6/2023	\$2,000,000
3.	Virginia Housing Trust Fund	6/6/2023	\$2,500,000
4.	Accrued Interest from County Loan	2/20/2024	\$388,000
5.			
Total Subsidized Funding			\$4,888,000

5. Recap of Federal, State, and Local Funds

Portions of the sources of funds described above for the development are financed directly or indirectly with Federal, State, or Local Government Funds..... **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	\$23,626,695
b.	RD 515	\$0
c.	Section 221(d)(3)	\$0
d.	Section 312	\$0
e.	Section 236	\$0
f.	Virginia Housing REACH Funds	\$3,000,000
g.	HOME Funds	\$0
h.	Choice Neighborhood	\$0
i.	National Housing Trust Fund	\$0
j.	Virginia Housing Trust Fund	\$2,500,000
k.	Other:	\$2,000,000
	Virginia DHCD HIEE	
l.	Other:	

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	\$368,539
e.	Other:	

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

Q. SOURCES OF FUNDS**6. For Transactions Using Tax-Exempt Bonds Seeking 4% Credits:**

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

51.68%**7. Some of the development's financing has credit enhancements.....****FALSE**

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

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

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

b. **TRUE** **New** project based subsidy from HUD or Rural Development or any other binding federal project based subsidy

48 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
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c. Equity that Sponsor will Fund:

i. Cash Investment	\$0	
ii. Contributed Land/Building	\$0	
iii. Deferred Developer Fee	\$2,646,285	(Note: Deferred Developer Fee cannot be negative.)
iv. 45L Credit Equity	\$432,250	
v. Other: Solar Tax Credit Equity	\$89,753	

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 \$3,168,288

2. Equity Gap Calculation

a. Total Development Cost		\$49,486,847
b. Total of Permanent Funding, Grants and Equity	-	\$34,127,862
c. Equity Gap		\$15,358,985
d. Developer Equity	-	\$1,534
e. Equity gap to be funded with low-income tax credit proceeds		\$15,357,451

3. Syndication Information (If Applicable)

a. Actual or Anticipated Name of Syndicator:	Hudson Housing Capital		
Contact Person:	Jessica Worth	Phone:	207.838.9873
Street Address:	630 Fifth Avenue, 28th Floor		
City:	New York	State:	New York
		Zip:	10111

b. Syndication Equity

i. Anticipated Annual Credits	\$1,687,801.00
ii. Equity Dollars Per Credit (e.g., \$0.85 per dollar of credit)	\$0.910
iii. Percent of ownership entity (e.g., 99% or 99.9%)	99.99000%
iv. Syndication costs not included in Total Development Costs (e.g., advisory fees)	\$0
v. Net credit amount anticipated by user of credits	\$1,687,632
vi. Total to be paid by anticipated users of credit (e.g., limited partners)	\$15,357,451

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 \$15,357,451

5. Net Equity Factor

Must be equal to or greater than 85%, unless the applicant has an approved waiver 90.9999869575%

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		\$49,486,847
2. Less Total of Permanent Funding, Grants and Equity	-	\$34,127,862
3. Equals Equity Gap		\$15,358,985
4. Divided by Net Equity Factor (Percent of 10-year credit expected to be raised as equity investment)		90.9999869575%
5. Equals Ten-Year Credit Amount Needed to Fund Gap		\$16,878,008
Divided by ten years		10
6. Equals Annual Tax Credit Required to Fund the Equity Gap		\$1,687,801
7. Maximum Allowable Credit Amount (from Eligible Basis Calculation)		\$1,687,801
8. Requested Credit Amount	For 30% PV Credit:	\$1,687,801
	For 70% PV Credit:	\$0
Credit per LI Units	\$17,766.3263	
Credit per LI Bedroom	\$14,805.2719	
Combined 30% & 70% PV Credit Requested		\$1,687,801

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	\$170,037
Plus Other Income Source (list): <u>Laundry/Vending</u>	<u>\$9,025</u>
Equals Total Monthly Income:	<u>\$179,062</u>
Twelve Months	x12
Equals Annual Gross Potential Income	\$2,148,744
Less Vacancy Allowance <u>5.0%</u>	<u>\$107,437</u>
Equals Annual Effective Gross Income (EGI) - Low Income Units	<u>\$2,041,307</u>

Warning: Documentation must be submitted to support vacancy rate of less than 7%.**2. Indicate the estimated monthly income for the Market Rate Units (based on Unit Details tab):**

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

Action: Provide documentation in support of Operating Budget (**TAB R**)**3. Cash Flow (First Year)**

a. Annual EGI Low-Income Units	\$2,041,307
b. Annual EGI Market Units	\$0
c. Total Effective Gross Income	\$2,041,307
d. Total Expenses	\$885,172
e. Net Operating Income	\$1,156,135
f. Total Annual Debt Service	\$944,468
g. Cash Flow Available for Distribution	\$211,667

T. CASH FLOW**4. Projections for Financial Feasibility - 15 Year Projections of Cash Flow**

	Stabilized Year 1	Year 2	Year 3	Year 4	Year 5
Eff. Gross Income	2,041,307	2,082,133	2,123,776	2,166,251	2,209,576
Less Oper. Expenses	885,172	911,727	939,079	967,251	996,269
Net Income	1,156,135	1,170,406	1,184,697	1,199,000	1,213,307
Less Debt Service	944,468	944,468	944,468	944,468	944,468
Cash Flow	211,667	225,938	240,229	254,532	268,839
Debt Coverage Ratio	1.22	1.24	1.25	1.27	1.28

	Year 6	Year 7	Year 8	Year 9	Year 10
Eff. Gross Income	2,253,768	2,298,843	2,344,820	2,391,716	2,439,551
Less Oper. Expenses	1,026,157	1,056,942	1,088,650	1,121,309	1,154,949
Net Income	1,227,611	1,241,901	1,256,170	1,270,407	1,284,602
Less Debt Service	944,468	944,468	944,468	944,468	944,468
Cash Flow	283,143	297,433	311,702	325,939	340,134
Debt Coverage Ratio	1.30	1.31	1.33	1.35	1.36

	Year 11	Year 12	Year 13	Year 14	Year 15
Eff. Gross Income	2,488,342	2,538,108	2,588,871	2,640,648	2,693,461
Less Oper. Expenses	1,189,597	1,225,285	1,262,044	1,299,905	1,338,902
Net Income	1,298,744	1,312,823	1,326,827	1,340,743	1,354,559
Less Debt Service	944,468	944,468	944,468	944,468	944,468
Cash Flow	354,276	368,355	382,359	396,275	410,091
Debt Coverage Ratio	1.38	1.39	1.40	1.42	1.43

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

U. Building-by-Building Information

Must Complete

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

Number of BINS:1

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

Bldg #	BIN if known	NUMBER OF		Please help us with the process: DO NOT use the CUT feature DO NOT SKIP LINES BETWEEN BUILDINGS					30% Present Value Credit for Acquisition				30% Present Value Credit for Rehab / New Construction				70% Present Value Credit			
		TAX CREDIT UNITS	MARKET RATE UNITS	Street Address 1	Street Address 2	City	State	Zip	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.	TBD	95		TBD		Falls Church	VA	22044				\$0	\$42,195,034	06/02/27	4.00%	\$1,687,801				\$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

95

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

Totals from all buildings

\$0

\$42,195,034

\$0

\$1,687,801

\$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:

Wesley Kindred Crossing LP

By: Wesley FCC Managing Member LLC, its managing member

By: Wesley Housing Development Corporation of Northern Virginia

Virginia, sole member

By:

Its:


President and CEO

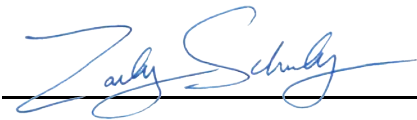
(Title)

V. STATEMENT OF ARCHITECT

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

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

Legal Name of Architect:	Zachary Schooley
Virginia License#:	401019064
Architecture Firm or Company:	Grimm and Parker Architecture, Inc

By:	
Its:	Partner
	(Title)

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

V. Previous Participation Certification

Development Name: Kindred Crossing**Name of Applicant (entity):** Wesley Housing Development Corporation of Northern Virginia

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

Kamilah P. McAfee
Printed Name

1/14/2025
Date (no more than 30 days prior to submission of the Application)

Development Name: Kindred Crossing

Name of Applicant: Wesley Kindred Crossing LP

Principals' Name: Wesley Housing Development Corporation of Northern Virginia

#	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.	Beverly Park Apartments	Alexandria, VA	Wesley Notabene, L.P. c/o Wesley Housing Development Corp.	703-642-3830	Y	33	33	8/5/2009	5/7/2010	N
2.	Strawbridge Square Apartments	Alexandria, VA	Wesley Strawbridge, L.P. c/o Wesley Housing Development Corp.	703-642-3830	Y	128	127	3/25/2010	1/19/2011	N
3.	Colonial Village Apartments	Arlington, VA	Wesley Colonial Village II, L.P. c/o Wesley Housing Development Corp.	703-642-3830	Y	162	129	11/30/2012	11/14/2013	N
4.	Lynhaven and William Waters Apartments	Arlington, VA and Alexand	Wesley Lynwatters LLC c/o Wesley Housing Development Corp.	703-642-3830	Y	49	49	5/15/2015	10/19/2016	N
5.	Wexford Manor A	Falls Church, VA	New Wexford LLC c/o Wesley Housing Development Corp.	703-642-3830	Y	38	38	3/30/2017	12/8/2017	N
6.	Pierce Queen Apartments	Arlington, VA	PQ Apartments, LLC c/o Bozzuto c/o Wesley Housing Development Corp.	703-642-3830	N	193	78	12/23/2016	7/11/2018	N
7.	Wexford Manor B	Falls Church, VA	New Wexford Bond LLC c/o Wesley Housing Development Corp.	703-642-3830	Y	36	36	10/18/2017	7/11/2018	N
8.	The Fallstead	McLean, VA	Wesley Lewinsville, L.P. c/o Wesley Housing Development Corp.	703-642-3830	Y	82	82	10/31/2018	3/19/2020	N
9.	Brookland Place Apartments	Washington, DC	Wesley Brookland LLC c/o Wesley Housing Development Corp.	703-642-3830	Y	80	80	4/30/2019	9/11/2020	N
10.	Culpepper Garden I Apartments	Arlington, VA	CG1 Restoration Limited Partnership c/o Wesley Housing Development Corp.	703-642-3830	Y	210	208	9/30/2020	3/4/2021	N
11.	Knightsbridge Apartments	Arlington, VA	New Wesley Knightsbridge LLC c/o Wesley Housing Development Corp.	703-642-3830	Y	37	37	5/8/2021	5/20/2022	N
12.	Senseny Place Apartments	Winchester, VA	Senseny Place Apartments LP c/o Wesley Housing Development Corp.	703-642-3830	Y	63	63	12/28/2022	10/19/2023	N
13.	The Waypoint	Alexandria, VA	Wesley Fairlington LLC c/o Wesley Housing Development Corp.	703-642-3830	Y	81	81	11/1/2022	10/19/2023	N
14.	The Cadence	Arlington, VA	Wesley New Trenton, LLC c/o Wesley Housing Development Corp.	703-642-3830	Y	97	97	11/30/2022	1/8/2024	N
15.	Quarry Station Apartments	Manassas, VA	Wesley Quarry Station LLC c/o Wesley Housing Development Corp.	703-642-3830	Y	80	80	4/12/2023	2/1/2024	N
16.	The Arden A	Alexandria, VA	Wesley Huntington A, LLC c/o Wesley Housing Development Corp.	703-642-3830	Y	79	79	12/30/2022	4/22/2024	N
17.	The Arden B	Alexandria, VA	Wesley Huntington B, LLC c/o Wesley Housing Development Corp.	703-642-3830	Y	47	47	12/30/2022	4/22/2024	N
18.	Whitefield Commons	Arlington, VA	The Commons at Whitefield LLC c/o Wesley Housing Development Corp.	703-642-3830	Y	68	67	12/30/2022	8/26/2024	N
19.	The Hampshire Apartments	Washington, DC	Wesley Hampshire LLC c/o Wesley Housing Development Corp.	703-642-3830	Y	56	54	4/28/2023	9/13/2024	N
20.	One Hawaii	Washington, DC	Wesley Hawaii LLC c/o Wesley Housing Development Corp.	703-642-3830	Y	70	70	TBD	TBD	N
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* Must have the ability to bind the LIHTC entity; document with Partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

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

Y or N
Y or N
Y or N
Y or N
Y or N
Y or N
Y or N
Y or N
Y, N, N/A
Y or N
Y or N
Y or N
Y or N

Score

0
0
0
0
0
0
0
0
0
0
0
0
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 or -50
N or -25
N or 10
N or 10
Y or 15
N or 15
Y or 5
N or 15

0.00
0.00
0.00
0.00
15.00
0.00
5.00
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

N or up to 5
N or 20
9.88% Up to 60
N or 5
N up to 40
10% 0, 20, 25 or 30
N or 15
Y Up to 20

0.00
0.00
19.75
0.00
0.00
25.00
0.00
20.00

Total:

64.75

3. DEVELOPMENT CHARACTERISTICS:

a. Enhancements	(See calculations below)			33.60
b. <removed for 2025>				0.00
c. HUD 504 accessibility for 10% of units		N	0 or 20	0.00
d. Proximity to public transportation		Y10	0, 10 or 20	10.00
e. Development will be Green Certified		N	0 or 10	0.00
f. Units constructed to meet Virginia Housing's Universal Design standards		0%	Up to 15	0.00
g. Developments with less than 100 low income units		Y	up to 20	2.00
h. Historic Structure eligible for Historic Rehab Credits		N	0 or 5	0.00
i. Meets Target Population Development Characteristics		N	0 or 10	0.00
Total:				45.60

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		0.00%	Up to 15	0.00
c. Units with rent and income at or below 30% of AMI and are not subsidized (up to 10% of LI units)		0.00%	Up to 10	0.00
d. Units with rents at or below 40% of AMI (up to 10% of LI units)		0.00%	Up to 10	0.00
e. Units in Higher Income Jurisdictions with rent and income at or below 50% of AMI		0.00%	Up to 50	0.00
f. Units in Higher Income Jurisdictions with rents <= 50% rented to tenants with <= 60% of AMI		0.00%	Up to 25	0.00
or g. Units in LI Jurisdictions with rents <= 50% rented to tenants with <= 60% of AMI		0.00%	Up to 50	0.00
Total:				0.00

5. SPONSOR CHARACTERISTICS:

a. Socially Disadvantaged Principal owner 25% or greater		Y	0 or 30	30.00
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:				30.00

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	15 Years		40 or 70	0.00
or b. Nonprofit or LHA purchase option/ ROFR		Y	0 or 60	60.00
or c. Nonprofit or LHA Home Ownership option		N	0 or 5	0.00
d. Combined 9% and 4% Tax Exempt Bond Site Plan		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		Y	up to 10	5.00
g. Team member with Veteran Owned Small Business Certification		N	up to 10	0.00
h. Commitment to electronic payment of fees		N	0 or 5	0.00
i. Zero Ready or Passive House certification from prior allocation		N	0 or 20	0.00
Total:				65.00

300 Point Threshold - all 9% Tax Credits

200 Point Threshold - Tax Exempt Bonds

TOTAL SCORE:**269.85**

Enhancements:

All units have:

	Max Pts	Score
a. Community Room	5	0.00
b. Exterior walls constructed with brick and other low maintenance materials	40	33.60
c. LED Kitchen Light Fixtures	2	0.00
d. Cooking surfaces equipped with fire suppression features	2	0.00
e. Bath Fan - Delayed timer or continuous exhaust	3	0.00
f. Baths equipped with humidistat	3	0.00
g. Watersense labeled faucets, toilets and showerheads (without Green 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

 33.60

All elderly units have:

p. Front-control ranges	1	0.00
q. Independent/suppl. heat source	1	0.00
r. Two eye viewers	1	0.00
s. Shelf or Ledge at entrance within interior hallway	2	0.00
		0.00

Total amenities: 33.60

X.

Development Summary

Summary Information

2025 Low-Income Housing Tax Credit Application For Reservation

Deal Name: Kindred Crossing

Cycle Type: 4% Tax Exempt Bonds Credits

Requested Credit Amount: \$1,687,801

Allocation Type: New Construction

Jurisdiction: Fairfax County

Total Units 95

Population Target: Elderly

Total Score
269.85

Total LI Units 95

Project Gross Sq Ft: 121,366.00

Owner Contact: Kamilah McAfee

Green Certified? FALSE

Source of Funds	Amount	Per Unit	Per Sq Ft	Annual Debt Service
Permanent Financing	\$30,241,035	\$318,327	\$249	\$944,468
Grants	\$718,539	\$7,564		
Subsidized Funding	\$4,888,000	\$51,453		

Uses of Funds - Actual Costs				
Type of Uses	Amount	Per Unit	Sq Ft	% of TDC
Improvements	\$27,963,651	\$294,354	\$230	56.51%
General Req/Overhead/Profit	\$3,662,629	\$38,554	\$30	7.40%
Other Contract Costs	\$1,222,132	\$12,865	\$10	2.47%
Owner Costs	\$9,165,104	\$96,475	\$76	18.52%
Acquisition	\$3,523,331	\$37,088	\$29	7.12%
Developer Fee	\$3,950,000	\$41,579	\$33	7.98%
Total Uses	\$49,486,847	\$520,914		

Income	
Gross Potential Income - LI Units	\$2,148,744
Gross Potential Income - Mkt Units	\$0
Subtotal	\$2,148,744
Less Vacancy % 5.00%	\$107,437
Effective Gross Income	\$2,041,307

Rental Assistance? TRUE

Expenses		
Category	Total	Per Unit
Administrative	\$285,491	\$3,005
Utilities	\$61,810	\$651
Operating & Maintenance	\$285,965	\$3,010
Taxes & Insurance	\$228,156	\$2,402
Total Operating Expenses	\$861,422	\$9,068
Replacement Reserves	\$23,750	\$250
Total Expenses	\$885,172	\$9,318

Cash Flow	
EGI	\$2,041,307
Total Expenses	\$885,172
Net Income	\$1,156,135
Debt Service	\$944,468
Debt Coverage Ratio (YR1):	1.22

Total Development Costs

Total Improvements	\$42,013,516
Land Acquisition	\$3,523,331
Developer Fee	\$3,950,000
Total Development Costs	\$49,486,847

Proposed Cost Limit/Sq Ft:	\$376
Applicable Cost Limit/Sq Ft:	\$520
Proposed Cost Limit/Unit:	\$480,365
Applicable Cost Limit/Unit:	\$550,481

Unit Breakdown	
Supp Hsg	0
# of Eff	0
# of 1BR	76
# of 2BR	19
# of 3BR	0
# of 4+ BR	0
Total Units	95

	Income Levels	Rent Levels
	# of Units	# of Units
<=30% AMI	0	0
40% AMI	0	0
50% AMI	0	0
60% AMI	95	95
>60% AMI	0	0
Market	0	0

Income Averaging? FALSE

Extended Use Restriction? 30

Y. Efficient Use of Resources

Credit Points (updated in 2025):

If the Combined Max Allowable Credits is \$500,000 and the annual credit requested is \$200,000, you are providing a 60% savings for the program. This deal would receive all 100 credit points.

For another example, the annual credit requested is \$300,000 or a 40% savings for the program. Using a sliding scale, the credit points would be calculated by the difference between your savings and the desired 60% savings. Your savings divided by the goal of 60% times the max points of 100. In this example, $(40\%/60\%) \times 100$ 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	\$1,687,801
Credit Requested	\$1,687,801
% of Savings	0.00%
Sliding Scale Points	44.5

Development Name:

Kindred Crossing

Name of Applicant:

Wesley Kindred Crossing LP

Principals' Name:

Wesley Kindred Crossing LP

#	Development Name	Location	Ownership Entity	Ownership Entity Phone	CGP or "Named" Managing Member at the time of deal?	Total Develop-ment Units	Total Low Income Units	Placed in Service Date	8609 Issued Date	Uncorrected 8823s? If Y, Explain at Tab D
1.					Y/N					Y/N
2.										
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* Must have the ability to bind the LIHTC entity; document with Partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

Development Name: Kindred Crossing

Name of Applicant: Wesley Kindred Crossing LP

Principals' Name: Kamilah McAfee

#	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.					Y/N					Y/N
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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.

Development Name: Kindred Crossing

Name of Applicant:

Principals' Name:

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

Development Name: Kindred Crossing

Name of Applicant:

Principals' Name:

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

Development Name: Kindred Crossing

Name of Applicant:

Principals' Name:

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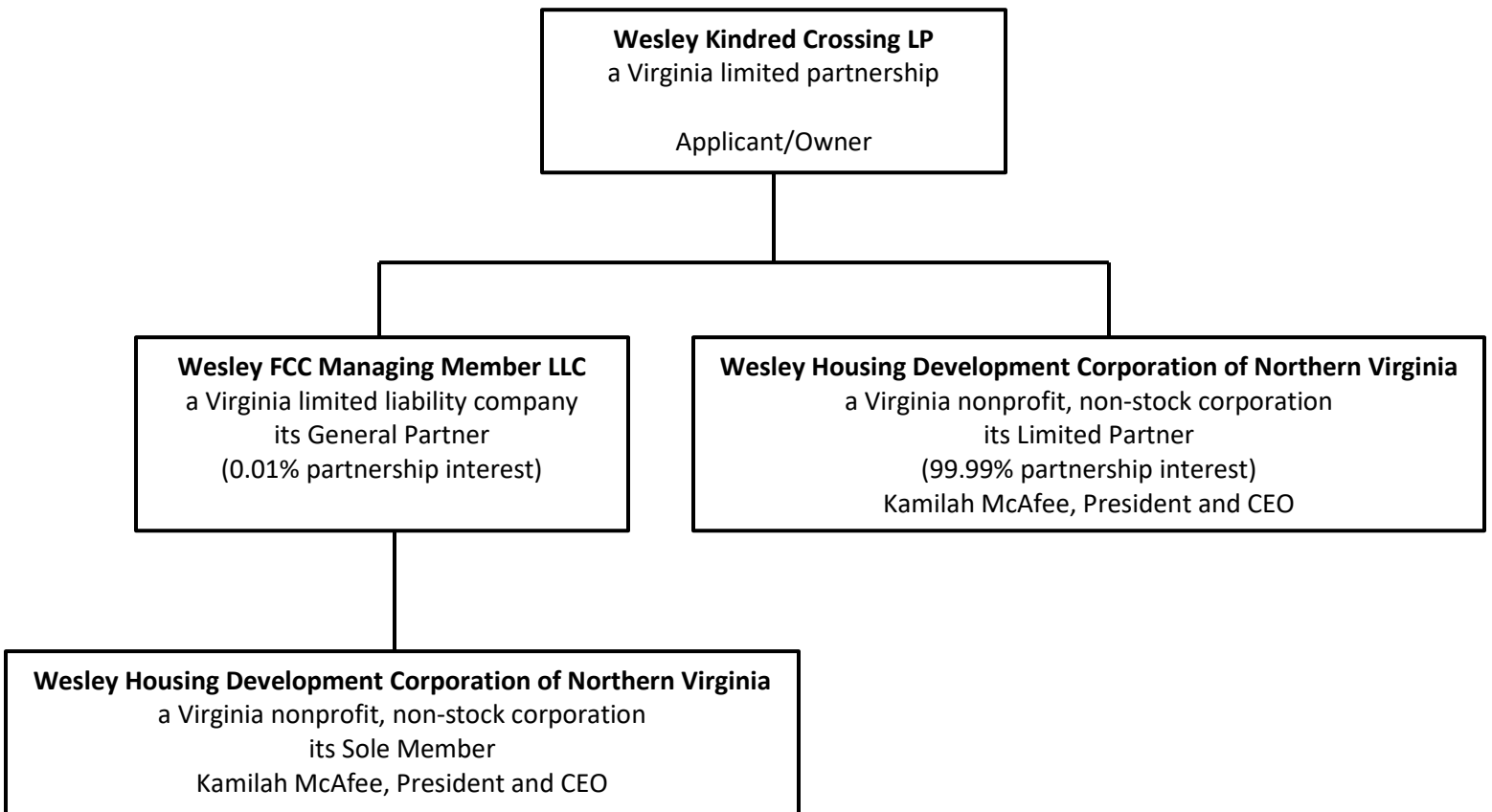
* Must have the ability to bind the LIHTC entity; document with Partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

Tab A:

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

Organizational Chart

INITIAL ORGANIZATIONAL CHART



Operating Agreement

Wesley Kindred Crossing LP

Limited Partnership Agreement

This Limited Partnership Agreement (“**Agreement**”) made as of June 6, 2024, by Wesley FCC Managing Member LLC, a Virginia limited liability company, as general partner (the “**General Partner**”) and Wesley Housing Development Corporation of Northern Virginia, a Virginia non-stock, nonprofit corporation, as limited partner (the “**Limited Partner**” and together with the General Partner, the “**Partners**”).

The Partners agree to form a limited partnership under the Virginia Revised Uniform Limited Partnership Act, and on the terms and conditions subsequently set forth.

Article I

Name of Partnership

The name of the partnership will be Wesley Kindred Crossing LP (the “**Partnership**”).

Article II

Business of Partnership

The Partnership is to serve as the owner of the development and property commonly known as Kindred Crossing, located in Falls Church, Virginia (the “*Project*”), and in any other business that may be agreed on by the Partners.

Article III

Certificate of Limited Partnership

The General Partner executed a certificate of limited partnership and caused the certificate to be filed with the State Corporation Commission on June 6, 2024. Any amended certificates that may be required by the laws of Virginia will be executed and filed by the General Partner as necessary.

Article IV

Place of Business

The principal place of business of the Partnership will be 2311 Huntington Ave, Alexandria, Virginia, 22303 and other offices will be maintained in any other place or places that may be agreed on by the Partners.

Article V

Contributions – General Partner

a) *Contribution to Capital.* The General Partner, as its share will contribute to the capital of the Partnership as follows:

<u>Name</u>	<u>Cash</u>
Wesley FCC Managing Member, LLC	\$0.01

b) *Receipt of Contributions.* Receipt of the capital contributions of the General Partner is acknowledged by the Partnership and the other Partners.

c) *Additional Contributions.* The General Partner has not agreed, and shall not be required, to contribute as capital any additional cash or property except as otherwise required in this Agreement or applicable law.

Article VI

Contributions – Limited Partner

a) *Contributions to Capital.* The Limited Partner, as its share, will contribute to the capital of the Partnership as follows:

<u>Name</u>	<u>Cash</u>
Wesley Housing Development Corporation of Northern Virginia	\$99.99

b) *Receipt of Contributions.* Receipt of the capital contributions of the Limited Partner is acknowledged by the Partnership and the other Partners.

c) *Additional Contributions.* The Limited Partner has not agreed, and shall not be required, to contribute as capital any additional cash or property.

Article VII

Duties and Rights of Partners

a) *General Partner: Conflicting Business Activities.* The General Partner, during the continuance of the Partnership, may not pursue, or become directly or indirectly interested in, any business or occupation which is in conflict either with the business of the Partnership or with the duties and responsibilities of the General Partner to the Partnership.

b) *Limited Partner: Participation in Conduct of Business.* The Limited Partner will not have any right to be active in the conduct of the Partnership's business or have power to bind the Partnership in any contract, agreement, promise, or undertaking.

Article VIII

Distribution of Profit

a) *Determinations.* The General Partner or a surviving general partner will have the right, except as subsequently provided, to determine whether Partnership profits will be distributed in cash or will be left in the business, in which latter event the capital account of all partners will be increased.

Article IX

Profit and Loss Sharing by Limited Partner

a) *Net Profits.* The Limited Partner will receive the following shares of the net profits of the Partnership:

<u>Name</u>	<u>Share</u>
Wesley Housing Development Corporation of Northern Virginia	99.99%

b) *Losses; Share.* The Limited Partner will bear a share of the losses of the Partnership equal to the share of the profits to which the Limited Partner is entitled. The share of losses of the Limited Partner will be charged against the Limited Partner's contribution to the capital of the Partnership.

c) *Losses; Maximum Liability.* The Limited Partner will at no time become liable for any obligations or losses of the Partnership beyond the amount of its capital contribution.

Article X

Profit and Loss Sharing by General Partner

a) *Profits.* After provision has been made for the shares of profits of the Limited Partner, all remaining profits of the Partnership business will be allocated to the General Partner.

b) *Losses.* After giving effect to the share of losses chargeable against the capital contributions of the Limited Partner, the remaining partnership losses will be paid by the General Partner.

Article XI

Accounting

a) *Books of Account to be Kept.* There will be kept, at all times during the continuance of this Partnership, good and accurate books of account of all transactions, assets, and liabilities of the Partnership. The books will be balanced and closed at the end of each fiscal year, and at any other time on reasonable request of the General Partner.

b) *Method of Accounting.* All accounts of the Partnership will be kept on the accrual basis. All matters of accounting for which there are no provisions in this Agreement are to be governed by generally accepted methods of accounting.

c) *Calendar Year Basis.* The profits and losses of the Partnership and its books of account will be maintained on a calendar year basis until otherwise determined by the General Partner.

d) *Place Where Books to be Kept; Inspection.* The Partnership books of account will be kept at the principal place of business of the Partnership and will be open for inspection by any Partner at all reasonable times.

e) *Capital Accounts.* A capital account will be maintained on the Partnership books on behalf of each Partner. The account will be credited with that Partner's contributions to the capital of the Partnership and will be debited and credited in the manner prescribed in Article XI(f).

f) *Income Accounts.* An income account will be maintained on the Partnership books on

behalf of each Partner. The account will be closed to the capital account of each Partner at the close of each fiscal year.

As soon as practicable after the close of each fiscal year, and any other times that the Partners decide, the income account of each Partner will be credited with that Partner's distributive share of profits and debited with its share of losses.

Any losses to be debited to a Partner's income account that exceed the credit balance of the account will be debited to that Partner's individual capital account. If, as a result of debiting a Partner's individual capital account with the excess losses, the capital account is depleted, future profits of that Partner will be credited to the capital account until the depletions have been eliminated.

g) *Drawing Accounts.* A drawing account, to which withdrawals are to be debited, will be maintained on the Partnership books on behalf of the General Partner. Withdrawals may be made subject to any limitations that the Partners may adopt. The drawing account will be closed to the Partner's income account at the close of each fiscal year.

Article XII

Substitution, Assignments, and Admission of Additional Partners

a) *Substitution for Limited Partner; Sale or Assignment of Interest.* The Limited Partner may not, without the written consent of all the other Partners, substitute a Partner in its place.

b) *Additional General or Limited Partners.* Additional general or limited partners may be admitted to the Partnership on any terms that may be agreed on in writing between all the Partners and any new partners. The agreed on terms will constitute an amendment of this Agreement.

Article XIII

Termination of Interest of Limited Partner; Return of Capital Contribution

a) *Termination of Interest.* The interest of the Limited Partner may be terminated by:

- i) Dissolution of the Partnership for any reason as provided in this Agreement; or
- ii) Agreement of all Partners.

b) *Payment on Termination.* On the termination of the interest of the Limited Partner, there will be payable to the Limited Partner the value of its interest, as determined by Article XIII(c), as of the date of termination. Payment will be made within twelve (12) months of the termination of the Limited Partner's interest.

c) *Value of Limited Partner's Interest.* The value of the Limited Partner's interest in the Partnership will be computed by (1) adding the totals of (a) its capital account, (b) its income account, and (c) any other amounts owed to it by the Partnership; and (2) subtracting from the amount of the above totals the amount of the totals of all amounts owed by it to the Partnership. For the purposes of valuation, the goodwill of the Partnership business as well as other intangible items will not be valued.

Article XIV

Term of Partnership; Dissolution

a) *Term; Dissolution.* The Partnership term commenced on June 6, 2024, and will continue for an unstipulated time ending:

- i) On the dissolution of the Partnership by law; or
- ii) On dissolution at any time agreed on by the General Partner.

b) *Value of Partner's Interest.* The value of the General Partner's interest in the Partnership will be computed by (1) adding the totals of (a) its capital account, (b) its income account, and (c) any other amounts owed to it by the Partnership, and (2) subtracting from the amount of the above totals the amount of the totals of (a) its drawing account and (b) any amount owed by it to the Partnership.

Article XV

Amendments

This Agreement, except with respect to vested rights of the Partners, may be amended at any time by agreement of the Partners.

Article XVI

Binding Effect of Agreement

This Agreement will be binding on the Partners and their respective heirs, executors, administrators, successors and assigns.

[Signatures begin on following page.]

[Signature page to Limited Partnership Agreement of Wesley Kindred Crossing LP]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

GENERAL PARTNER:

WESLEY FCC MANAGING MEMBER LLC,
a Virginia limited liability company

By: Wesley Housing Development Corporation of Northern Virginia,
a Virginia nonprofit, non-stock corporation;
its sole member

By: 
Kamilah McAfee (June 20, 2024 08:17 EDT)
Name: Kamilah McAfee
Title: President and CEO

LIMITED PARTNER:

WESLEY HOUSING DEVELOPMENT CORPORATION OF NORTHERN VIRGINIA
a Virginia nonprofit, non-stock corporation

By: 
Kamilah McAfee (June 20, 2024 08:17 EDT)
Name: Kamilah McAfee
Title: President and CEO

WH-FCC ORG Wesley Kindred Crossing LP Limited Partnership Agreement (Initial) (VA) (1147503.4)

Final Audit Report

2024-06-28

Created:	2024-06-20
By:	Nory Flores (nflores@whdc.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAeJYUIKQjyc0z7oMIN9ffoV6CL0spyPYz

"WH-FCC ORG Wesley Kindred Crossing LP Limited Partnership Agreement (Initial) (VA)(1147503.4)" History

-  Document created by Nory Flores (nflores@whdc.org)
2024-06-20 - 8:55:40 PM GMT
-  Document emailed to Kamilah Mcafee (kmcafee@whdc.org) for signature
2024-06-20 - 8:55:45 PM GMT
-  Email viewed by Kamilah Mcafee (kmcafee@whdc.org)
2024-06-28 - 12:17:02 PM GMT
-  Document e-signed by Kamilah Mcafee (kmcafee@whdc.org)
Signature Date: 2024-06-28 - 12:17:40 PM GMT - Time Source: server
-  Agreement completed.
2024-06-28 - 12:17:40 PM GMT

16 Year Cashflow

		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	
Notes		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	16
INCOME	2%																	
Gross Potential Income - Market Rents		\$0	\$0	\$0	\$0	\$0	\$0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Gross Potential - Restricted Rents		\$2,040,279	\$2,081,085	\$2,122,706	\$2,165,160	\$2,208,464	\$2,252,633	\$2,297,686	\$2,343,639	\$2,390,512	\$2,438,322	\$2,487,089	\$2,536,830	\$2,587,567	\$2,639,318	\$2,692,105	\$2,745,947	
Gross Potential Income - Commercial		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Gross Potential Rental Income		\$2,040,279	\$2,081,085	\$2,122,706	\$2,165,160	\$2,208,464	\$2,252,633	\$2,297,686	\$2,343,639	\$2,390,512	\$2,438,322	\$2,487,089	\$2,536,830	\$2,587,567	\$2,639,318	\$2,692,105	\$2,745,947	
Other Income		\$9,025	\$9,206	\$9,390	\$9,577	\$9,769	\$9,964	\$10,164	\$10,367	\$10,574	\$10,786	\$11,001	\$11,221	\$11,446	\$11,675	\$11,908	\$12,146	
Other Income	7%	(\$632)	(\$644)	(\$657)	(\$670)	(\$684)	(\$698)	(\$711)	(\$726)	(\$740)	(\$755)	(\$770)	(\$786)	(\$801)	(\$817)	(\$834)	(\$850)	
Vacancy - Units	5%	(\$102,014)	(\$104,054)	(\$106,135)	(\$108,258)	(\$110,423)	(\$112,632)	(\$114,884)	(\$117,182)	(\$119,526)	(\$121,916)	(\$124,354)	(\$126,842)	(\$129,378)	(\$131,966)	(\$134,605)	(\$137,297)	
Vacancy - Commercial	7%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Effective Gross Income		\$1,946,658	\$1,985,591	\$2,025,303	\$2,065,809	\$2,107,126	\$2,149,268	\$2,192,253	\$2,236,098	\$2,280,820	\$2,326,437	\$2,372,966	\$2,420,425	\$2,468,833	\$2,518,210	\$2,568,574	\$2,619,946	
OPERATING EXPENSES	3%																	
Administrative Expense		\$89,679	\$92,370	\$95,141	\$97,995	\$100,935	\$103,963	\$107,082	\$110,294	\$113,603	\$117,011	\$120,521	\$124,137	\$127,861	\$131,697	\$135,648	\$139,717	
Management Fee		\$98,496	\$101,451	\$104,495	\$107,630	\$110,859	\$114,184	\$117,610	\$121,138	\$124,772	\$128,515	\$132,371	\$136,342	\$140,432	\$144,645	\$148,985	\$153,454	
Payroll Expense		\$313,345	\$322,745	\$332,427	\$342,400	\$352,672	\$363,252	\$374,150	\$385,375	\$396,936	\$408,844	\$421,109	\$433,742	\$446,755	\$460,157	\$473,962	\$488,181	
Utility Expense		\$61,810	\$63,664	\$65,574	\$67,541	\$69,568	\$71,655	\$73,804	\$76,018	\$78,299	\$80,648	\$83,067	\$85,559	\$88,126	\$90,770	\$93,493	\$96,298	
Maintenance Expense		\$130,658	\$134,578	\$138,615	\$142,774	\$147,057	\$151,469	\$156,013	\$160,693	\$165,514	\$170,480	\$175,594	\$180,862	\$186,288	\$191,876	\$197,633	\$203,561	
Taxes and Insurance Expenses		\$162,480	\$167,354	\$172,375	\$177,546	\$182,873	\$188,359	\$194,010	\$199,830	\$205,825	\$212,000	\$218,360	\$224,910	\$231,658	\$238,607	\$245,766	\$253,139	
Financial Expenses		\$4,953	\$5,102	\$5,255	\$5,412	\$5,575	\$5,742	\$5,914	\$6,092	\$6,274	\$6,463	\$6,656	\$6,856	\$7,062	\$7,274	\$7,492	\$7,717	
Total Operating Expenses		\$861,422	\$887,264	\$913,882	\$941,299	\$969,538	\$998,624	\$1,028,582	\$1,059,440	\$1,091,223	\$1,123,960	\$1,157,678	\$1,192,409	\$1,228,181	\$1,265,027	\$1,302,977	\$1,342,067	
Replacement Reserve		\$23,750	\$24,463	\$25,196	\$25,952	\$26,731	\$27,533	\$28,359	\$29,210	\$30,086	\$30,988	\$31,918	\$32,876	\$33,862	\$34,878	\$35,924	\$37,002	
		\$885,172	\$911,727	\$939,078	\$967,251	\$996,268	\$1,026,156	\$1,056,941	\$1,088,649	\$1,121,309	\$1,154,948	\$1,189,597	\$1,225,284	\$1,262,043	\$1,299,904	\$1,338,901	\$1,379,068	
NET OPERATING INCOME		\$1,061,487	\$1,073,865	\$1,086,225	\$1,098,559	\$1,110,857	\$1,123,112	\$1,135,312	\$1,147,449	\$1,159,512	\$1,171,489	\$1,183,369	\$1,195,141	\$1,206,790	\$1,218,306	\$1,229,673	\$1,240,877	
Return on Cost																		
PRIMARY DEBT SERVICE																		
First Mortgage Loan		\$923,032	\$923,032	\$923,032	\$923,032	\$923,032	\$923,032	\$923,032	\$923,032	\$923,032	\$923,032	\$923,032	\$923,032	\$923,032	\$923,032	\$923,032	\$923,032	
DCR		1.15	1.16	1.18	1.19	1.20	1.22	1.23	1.24	1.26	1.27	1.28	1.29	1.31	1.32	1.33	1.34	
CASH FLOW AFTER SENIOR DEBT		\$138,455	\$150,833	\$163,193	\$175,527	\$187,825	\$200,080	\$212,280	\$224,417	\$236,480	\$248,457	\$260,337	\$272,109	\$283,759	\$295,274	\$306,641	\$317,845	
Investor Asset Management Fee	2.5%	\$5,000	\$5,125	\$5,253	\$5,384	\$5,519	\$5,657	\$5,798	\$5,943	\$6,092	\$6,244	\$6,400	\$6,560	\$6,724	\$6,893	\$7,065	\$7,241	
GP Asset Management Fee	2.5%	\$5,000	\$5,125	\$5,253	\$5,384	\$5,519	\$5,657	\$5,798	\$5,943	\$6,092	\$6,244	\$6,400	\$6,560	\$6,724	\$6,893	\$7,065	\$7,241	
Fairfax County Blueprint Monitoring F	3.0%	\$7,500	\$7,725	\$7,957	\$8,195	\$8,441	\$8,695	\$8,955	\$9,224	\$9,501	\$9,786	\$10,079	\$10,382	\$10,693	\$11,014	\$11,344	\$11,685	
REAMAINING CASH Flow		\$120,955	\$132,858	\$144,730	\$156,562	\$168,346	\$180,071	\$191,728	\$203,306	\$214,795	\$226,182	\$237,457	\$248,606	\$259,616	\$270,475	\$281,167	\$291,678	
SUB-DEBT PRIORITY PAYMENTS																		
ASNH Funds (Interest Only Must Pay)																		
Beg Bal Principal	\$	2,500,000.00																
Interest Payment (interest only payments)	1%	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	
Total Payments		\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	
Total Outstanding																		
CASH FLOW AFTER SENIOR DEBT & A/M FEES		\$95,955	\$107,858	\$119,730	\$131,562	\$143,346	\$155,071	\$166,728	\$178,306	\$189,795	\$201,182	\$212,457	\$223,606	\$234,616	\$245,475	\$256,167	\$266,678	
DEFERRED DEVELOPER FEE (Payme	100%	\$95,955	\$107,858	\$119,730	\$131,562	\$143,346	\$155,071	\$166,728	\$178,306	\$189,795	\$201,182	\$215,221	\$225,825	\$236,265	\$246,529	\$256,167	\$0	
Interest	0.25%	\$6,616	\$6,359	\$6,074	\$5,759	\$5,416	\$5,044	\$4,644	\$4,215	\$3,759	\$3,275	\$2,764	\$2,219	\$1,649	\$1,054	\$435	\$0	
Outstanding Balance	\$	2,646,285.00	\$ 2,543,714.49	\$ 2,429,497.39	\$ 2,303,693.80	\$ 2,166,372.36	\$ 2,017,610.66	\$ 1,857,495.58	\$ 1,686,123.82	\$ 1,503,602.24	\$ 1,310,048.36	\$ 1,105,590.84	\$ 887,605.99	\$ 659,562.05	\$ 421,647.83	\$ 174,064.83	\$ (82,537.13)	\$ -
		\$0																
Fairfax County Housing Funds	50.0%	\$47,847	\$53,768	\$59,674	\$65,558	\$71,417	\$77,246	\$83,040	\$88,793	\$94,500	\$100,156	\$105,754	\$111,288	\$116,752	\$122,138	\$127,440	\$133,339	
Interest Payment Due	2%	\$50,000	\$50,000	\$49,925	\$49,730	\$49,413	\$48,973	\$48,408	\$47,715	\$46,893	\$45,941	\$44,857	\$43,639	\$42,286	\$40,797	\$39,170	\$37,404	
Principal Payment Due	40	\$41,389	\$41,389	\$41,389	\$41,389	\$41,389	\$41,389	\$41,389	\$41,389	\$41,389	\$41,389	\$41,389	\$41,389	\$41,389	\$41,389	\$41,389	\$41,389	
Principal Payment Made		\$0	\$3,768	\$9,749	\$15,828	\$22,004	\$28,273	\$34,632	\$41,078	\$47,607	\$54,215	\$60,897	\$67,649	\$74,466	\$81,342	\$88,271	\$95,246	
Unpaid Principal Balance	2,500,000	\$2,500,000	\$2,496,232	\$2,486,483	\$2,470,654	\$2,448,650	\$2,420,378	\$2,385,746	\$2,344,668	\$2,297,061	\$2,242,846	\$2,181,949	\$2,114,300	\$2,039,834	\$1,958,492	\$1,870,221	\$1,774,975	
Interest	2%	\$194,000	\$197,880	\$201,838	\$205,874	\$209,992	\$214,192	\$218,476	\$222,845	\$227,302	\$231,848	\$236,485	\$241,215	\$246,039	\$250,960	\$255,979	\$261,098	
Outstanding Balance	\$	9,700,000.00	\$9,894,000	\$10,091,880	\$10,293,718	\$10,499,592	\$10,709,584	\$10,923,775	\$11,142,251	\$11,365,096	\$11,592,398	\$11,824,246	\$12,060,731	\$12,301,945	\$12,547,984	\$12,798,944	\$13,054,923	\$13,316,021
Seller Note	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
CASH FLOW AFTER SUBORDINATE DEBT		\$47,847	\$53,768	\$59,674	\$65,558	\$71,417	\$77,246	\$83,040	\$88,793	\$94,500	\$100,156	\$105,754	\$111,288	\$116,752	\$122,138	\$127,440	\$133,339	
CASH FLOW TO GP	90%	\$43,062	\$48,392	\$53,706	\$59,002	\$64,275	\$69,521	\$74,736	\$79,914	\$85,050	\$90,140	\$95,179	\$100,159	\$105,077	\$109,925	\$114,696	\$120,005	
CASH FLOW TO LP INVESTOR	10%	\$4,785	\$5,377	\$5,967	\$6,556	\$7,142	\$7,725	\$8,304	\$8,879	\$9,450	\$10,016	\$10,575	\$11,129	\$11,675	\$12,214	\$12,744	\$13,334	

Tab B:

Virginia State Corporation Commission Certification
(MANDATORY)

Commonwealth of Virginia



State Corporation Commission

CERTIFICATE OF FACT

I Certify the Following from the Records of the Commission:

A certificate of limited partnership was filed with the Commission on behalf of Wesley Kindred Crossing LP, a limited partnership formed under the law of VIRGINIA, effective as of June 6, 2024.

As of the date set forth below, a certificate of cancellation canceling the existence of Wesley Kindred Crossing LP, a Virginia limited partnership, has not been filed in the Office of the Clerk of the Commission.

Nothing more is hereby certified.



Signed and Sealed at Richmond on this Date:

January 7, 2025

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

Bernard J. Logan, Clerk of the Commission

Commonwealth of Virginia



STATE CORPORATION COMMISSION

Richmond, June 6, 2024

This is to certify that the certificate of limited partnership of

Wesley Kindred Crossing LP

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

Effective date: June 6, 2024



STATE CORPORATION COMMISSION

Attest:

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

Clerk of the Commission

Limited Partnership - Certificate of Limited Partnership

Entity Information

Entity Name: Wesley Kindred Crossing LP Entity Type: Limited Partnership
LLP Status: No

Business Type

Industry Code: 0 - General

Duration

Perpetual(forever)

Registered Agent Information

RA Type: Entity Locality: HANOVER COUNTY
RA Qualification: BUSINESS ENTITY THAT IS AUTHORIZED TO
TRANSACTION BUSINESS IN VIRGINIA
Name: Registered Agent Solutions, Inc. Email Address: rorozco@rasi.com

The limited partnership'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: 7288 Hanover Green Dr,
Mechanicsville, VA, 23111 -
1709, USA Contact Number: N/A

Principal Office Address

Address: Wesley Housing Development Corporation, 2311 Huntington Ave, Alexandria, VA, 22303, USA

Principal Information

Title	Name	Address
General Partner	Wesley FCC Managing Member LLC	2311 Huntington Ave, Alexandria, VA, 22303, USA
Limited Partner	WESLEY HOUSING DEVELOPMENT CORPORATION OF NORTHERN VIRGINIA	2311 Huntington Ave, Alexandria, VA, 22303 - 1529, USA

Signature Information

Date Signed: 06/06/2024

Printed Name	Signature	Title
Christopher Cherry	Christopher Cherry	CFO of Wesley Housing Development Corporation of Northern Virginia, the sole member of the General Partner

Commonwealth of Virginia



State Corporation Commission

CERTIFICATE OF GOOD STANDING

I Certify the Following from the Records of the Commission:

That WESLEY HOUSING DEVELOPMENT CORPORATION OF NORTHERN VIRGINIA is duly incorporated under the law of the Commonwealth of Virginia;

That the corporation was incorporated on December 10, 1974;

That the corporation's period of duration is perpetual; and

That the corporation is in existence and in good standing in the Commonwealth of Virginia as of the date set forth below.

Nothing more is hereby certified.



Signed and Sealed at Richmond on this Date:

January 7, 2025

A handwritten signature in black ink, reading "Bernard J. Logan".

Bernard J. Logan, Clerk of the Commission

Tab C:

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

HUDSON

HOUSING CAPITAL

January 15, 2025

Judith Cabelli
Vice President of Real Estate Wesley Housing Development Corporation
2311 Huntington Avenue
Alexandria, VA 22303

Re: **Kindred Crossing, Falls Church, Virginia**

Dear Judith:

Thank you for providing Hudson Housing Capital LLC ("Hudson") with the opportunity to extend a purchase offer for the investor interest in the limited liability company that will own Kindred Crossing (the "Company").

Hudson is a Delaware limited liability company formed to directly acquire limited partnership interests in partnerships and member interests in limited liability companies which own apartment complexes qualifying for low-income housing tax credits ("Tax Credits") under Section 42 of the Internal Revenue Code of 1986, as amended (the "Code").

Set forth is our proposal as to the basic business terms under which Hudson or its designee ("Investor") will acquire a 99.99% member interest in the Company which will own a 95-unit complex in Falls Church, Virginia (the "Property"). Wesley Housing Development Corporation (the "Developer") will be the developer of the Property and (the "Managing Member") the Managing Member. Wesley Housing Development Corporation of Northern Virginia ("Wesley" and the "Guarantor") shall guarantee specific obligations of the Managing Member under the Company agreement to be entered into between the parties (the "Operating Agreement"). The Guarantor will be required to maintain a minimum liquidity and net worth (the "Net Worth and Liquidity Covenant"). The Operating Agreement and ancillary documents shall be in a similar form as the Wesley Fairlington LLC Amended and Restated Operating Agreement and ancillary documents for the Waypoint project. An affiliate of the Investor will be admitted to the Company as a special member (the "Special Member" or "SM") with limited supervisory rights. Wesley shall guarantee the following obligations of the Managing Member (the "Guarantor"): 1) Development Deficit Guarantee, 2) Repurchase, 3) Adjusters, 4) Environmental, 5) Operating Deficits, 6) Repayment of any unpaid balance of the deferred portion of the Developer Fee when due at the end of the tax credit compliance period at year 15, and 7) Repayment of Development Fee in case of a removal, which shall be paid to Developer immediately, and 9) General Indemnity as further described in paragraph XII below. *The Wesley guarantee shall be limited to the total Developer Fee (projected to be \$3,950,000) for the Operating Deficit Guarantee and Tax Credit Compliance guarantee.*

You have further advised us that the Property is applying to receive an allocation of 4% Tax Credits in the annual amount of \$1,687,801, Solar Credits in the amount of \$98,630, and that all of the 95 units will qualify for Tax Credits.

I. Equity Investment

Assuming a closing no later than November 30, 2025, for purposes of credit delivery and capital contributions, the Investor will contribute to the Company a total of \$15,357,451 (the “Total Equity”) or \$0.91 (the “Federal Tax Credit Ratio”) per total Federal Tax Credit available to the Investor, and \$0.91 per Solar Credit. The LIHTC Equity shall be payable in the following installments:

Contribution	Contribution %	Timing
Initial	60%	Closing and through construction
Second	30%	Later of May 31, 2027 and 100% Completion
Third	8%	Later of November 31, 2027 and Permanent Loan Closing and Breakeven
Fourth	2%	8609s

- A. *First Capital Contribution.*** The Investor will fund the First Capital Contribution at Closing and through construction as follows:

Contribution	Amount	Timing
Initial I	20%	At closing
Initial II	40%	Later of August 31, 2026 and 50% Completion

- B. *Second Capital Contribution.*** The Second Capital Contribution will be paid upon the later of May 31, 2027 and the satisfaction of the conditions set forth in the Operating Agreement, which are principally as follows: (i) lien-free construction completion of the Property substantially in accordance with the Plans and Specifications in a workmanlike manner approved by Hudson; (ii) issuance of Certificates of Occupancy for 100% of the units in the Property; (iii) receipt of an audited Tax Credit cost certification from independent accountants to the Company (the “Accountants”) setting forth the eligible basis and the total available Tax Credits; (iv) receipt of a pay-off letter from the general contractor or sub-contractors, if applicable; (v) satisfactory financial condition of the Guarantors (i.e., compliance with the Net Worth and Liquidity Covenant); (vi) receipt of prior year's income tax returns in the event such returns are then due; (vii) evidence that the AHAP is still in place with rents at no less than the underwritten rent levels; and (viii) evidence that no less than 50% of the eligible building basis plus land has been financed with the proceeds of tax-exempt bonds.

- C. *Third Capital Contribution.*** The Third Capital Contribution will be paid upon the later of November 31, 2027 and the satisfaction of the conditions set forth in the Operating

Agreement, which are principally as follows: (i) closing of the permanent first mortgage loan (“Permanent Loan Closing”); (ii) achievement of Breakeven for 3 consecutive months (“Breakeven Date”); (iii) receipt of prior year’s income tax returns in the event such returns are then due; (iv) receipt of a final Tax Credit cost certification from the Accountants as to the amount of Tax Credits the Company will claim and the amount allocable to each partner (the “Final Certification”); (v) receipt of prior year’s income tax returns in the event such returns are then due; (vi) receipt and approval of initial tenant files; (vii) evidence that the AHAP is still in place with rents at no less than the underwritten rent levels; and (viii) satisfactory financial condition of the Guarantors.

“Breakeven” shall mean that, for each such month, occupancy is at least 95% and that Property income (with rents not to exceed maximum allowed tax credit rents net of the applicable utility allowances), exceeds the greater of underwritten expenses or actual expenses, including replacement reserves, reassessed taxes, and permanent loan debt service (calculated on a stabilized and accrual basis) and generates debt service coverage of not less than 1.15 on all mandatory debt assuming the greater of actual or a 5.00% vacancy rate on the residential income.

D. *Fourth Capital Contribution.* The Fourth Capital Contribution will be paid upon the satisfaction of the conditions set forth in the Operating Agreement, which are principally as follows: (i) satisfactory financial condition of the Guarantors (i.e., compliance with the Net Worth and Liquidity Covenant); (ii) evidence of continued funding under any Rental Subsidy Program at no less than the underwritten rent levels; (iii) receipt of Form 8609 with respect to all buildings constituting the Property; and (iv) receipt of a tax return and an audited financial statement for the year in which the Breakeven Date occurred.

In the event such tax return and audited financial statement are not due at such time, \$15,000 of the Fourth Capital Contribution shall be held back and released upon receipt of such items.

Equity generated by the Solar Tax Credits shall be paid with the Third Capital Contribution, subject to the satisfaction of certain conditions as more fully set forth in the Operating Agreement.

Our offer is also contingent on the following financing sources and assumptions:

- a.** Construction Loan in the approximate amount of \$23,626,695 with an interest rate of 5.50%;
- b.** Permanent Loan in the approximate amount of \$15,653,035 with a fixed interest rate of approximate rate of 5.11%, a term of 40-years and payments based on 40-year amortization;
- c.** Virginia HTF Loan in the approximate amount of \$2,500,000 with an interest rate of 2.0% and hard interest-only payments;
- d.** Virginia HIEE Grant in the approximate amount of \$2,000,000;

- e.* Fairfax County Housing Funds in the approximate amount of \$9,700,000 with an interest rate of 2.0% and term of 40 years with payments due upon maturity;
- f.* Fairfax County Stormwater Funds in the approximate amount of \$368,539;
- g.* 45L Equity Proceeds Loan in the approximate amount of \$432,250;
- h.* EPA Thriving Communities Grant in the amount of \$350,000;
- i.* 48 units will be covered by Project Based Vouchers, with an AHAP to be signed at closing. The HAP Contract will have a term equal to no less than the tax credit compliance period.

II. Developer Fee

The Developer shall receive a Developer Fee of a minimum of \$3,950,000 of which \$1,303,715 is expected to be available from capital sources (the “Cash Developer Fee”). The Cash Developer Fee shall be paid as follows: i) 25% of the estimated Cash Developer Fee (i.e. the non-deferred portion of the Developer Fee) shall be paid at closing; ii) 50% of the Cash Developer Fee (as recalculated at such time) less amounts previously paid, shall be paid at the time of the Second Capital Contribution; and iii) the balance shall be paid from the Third and Fourth Capital Contributions to the extent funds are available. You have represented that the amount of the Developer Fee does not exceed the amount permitted to be paid by the tax credit allocating agency. Deferred developer fees shall be paid from available cash flow as detailed in Section V and shall bear interest at .25%. Payments on the deferred developer fees shall commence with the funding of the Third Capital Contribution. The Managing Member agrees to make a special capital contribution to the Company equal to any unpaid balance of the deferred portion of the Developer Fee if such portion has not been fully paid within 15 years from the date of the payment of the Second Capital Contribution.

III. Property Management Fee

The Managing Member may retain one of its affiliates to be the managing agent for the Property on commercially reasonable terms. The management agreement, to be approved by the Investor, shall have an initial term of 1 year and shall be renewable annually thereafter, shall provide for an annual management fee not to exceed 5% of gross effective income, and shall otherwise be on commercially reasonable terms (including a termination right by the Managing Member in the event of fraud/gross negligence or material default by the managing agent). If the managing agent is affiliated with the Managing Member, the management agreement shall provide for a deferral of up to 100% of the management fee in the event that the property does not generate positive Cash Flow.

IV. Cash Flow Distributions

Cash flow from the Property, after payment of operating expenses (including any current and deferred property management fees from prior years, debt service), replenishment of required reserves (including any reserve payments which were not made due to insufficient cash flow) and payment of any

tax liability incurred by the Investment Member ("Cash Flow"), shall be distributed annually (subsequent to the Breakeven Date) as follows:

- a. to maintain the Minimum Balance in the Operating Reserve;
- b. to payment of any amounts owed to the Investment Member;
- c. to payment of any Operating Deficit Loans, if any;
- d. to payment of the Administrative Expense Reimbursement;
- e. to payment of the GP Asset Management Fee;
- f. to payment of the Fairfax County Blueprint Monitoring Fee;
- g. to the Developer Fees including interest until paid in full;
- h. any amounts required to be paid with respect to any soft loans;
- i. to any sponsor operating or development deficit loans;
- j. and the remainder to be split in accordance with Company interests.

V. Sale or Refinancing Proceeds

Net sale or refinancing proceeds (i.e., after payment of, outstanding debts, liabilities other than to the Managing Member and its affiliates and expenses of the Company and establishment of necessary reserves) shall be distributed as follows:

- a. Repayment of outstanding loans by the Investment Members, if any;
- b. Payment of amounts due to the Investment Members under the Tax Credit Adjuster;
- c. Repayment of outstanding loans by the Managing Member including the Developer Fee Note and any Operating Deficit loans or Development Deficit Loans;
- d. 10% to the Investor and 90% to the Managing Member, with the investor share in no event being less than its tax liability from sale proceeds.

Option -

The Managing Member shall have a non-assignable option, for a period of three years subsequent to the expiration of the compliance period to purchase the Property for the fair market value of the Property or the interest of the Investor Members in the Company for the fair market value of the Investor Member's interest based on the fair market value of the Property, the net proceeds that would be realized from a sale at that fair market value and the Investor Member's 10% interest in the sale proceeds but in no event less than the Investors Exit taxes

VI. Managing Member Commitments

- A. ***Low Income Housing Tax Credit Adjustment.*** Our offer is based upon the assumption that the Company will qualify for and claim \$777,620 of Federal Tax Credits in 2027, the full amount of the Company's Federal Tax Credit allocation, \$1,687,801, for Federal Tax

Credits for each year from 2028 through 2036, and \$910,926 of Federal Tax Credits in 2037.

(i) Adjustments during equity payment (construction and lease-up) period

In the event that either the Form 8609's or the Final Certification indicate that the Property will not generate the projected aggregate amount of Tax Credits (other than as specified below), the Operating Agreement will provide for a return of such capital, an adjustment in the amount of any unpaid Capital Contributions and/or a payment by the Managing Member to the Investor, sufficient to restore the Tax Credit Ratio as defined above. In the event the Property will generate more Tax Credits than projected, the Investor shall increase its Capital Contribution to maintain the Tax Credit Ratio.

Notwithstanding the preceding paragraph, in the event that the Final Certification specifies that, while the aggregate amount of Tax Credit allocable to the Company is unchanged, the amount of Tax Credits allocable to the Company in 2027/2028 is less than the amounts specified above for the corresponding years, the Third and Fourth Capital Contribution(s) will be reduced by \$0.60 for each dollar by which such amounts exceed the amount of Tax Credits allocable to the Company for such period.

In the event that the amount of Tax Credits allocable to the Company in 2027/28 is more than the amounts specified in the first paragraph of Section VI.a. herein for the corresponding year, the Total Equity shall be increased by an amount equal to \$0.55 for each dollar by which such amounts are less than the amount of actual Tax Credits allocated to the Company for such period but in no event shall the increased equity price be in excess of \$100,000. If the Investor chooses not to purchase additional credits in an amount which would be greater than \$100,000, the Investor's interest will be reduced prorata with the credits purchased and the total credits available.

(ii) Adjustments during compliance period

Compliance Adjuster

After the Form 8609's have been issued, in the event that the actual amount of Tax Credits which may be claimed by the Company is less than the amount specified in such Forms, the Managing Member shall reimburse the Investor on a dollar-for-dollar basis for each lost dollar of Tax Credits plus any resulting penalties or taxes due. Similarly, if there is a recapture of Tax Credits (except from the sale or transfer of the Investor's interest in the Company, or due to a change of applicable tax law), the Managing Member shall upon demand indemnify the Investor and its partners against any Tax Credit recapture liability (including interest, penalties and any reasonable related legal or accounting costs) which they may incur during the tax credit compliance period. Any fees or Cash Flow payable to the Managing Member, or its affiliates, will be subordinated to any required payment pursuant to this paragraph.

- b. ***Development Deficit Guarantee.*** The Managing Member shall be responsible for completion of the Property in a workmanlike manner, in accordance with approved plans and specifications, free and clear of all liens. To the extent that the costs of construction

and operations until the Breakeven Date exceed the amount of any funding by approved permanent third party lenders, any unpaid Developer Fees and the amount of the Investor's capital commitment (adjusted as set forth above), the Managing Member shall pay all such costs and expenses connected with development and construction of the Property, including all operating expenses of the Property until the Breakeven Date has been achieved. The contractor will be required to provide a payment and performance bond or 15% letter of credit. Additionally, an "owner's" construction contingency in an amount equal to 5% of the construction contract amount shall be included in the development budget and shall be outside of the contractor's control.

- c. ***Operating Deficit Guarantee and Operating Reserve.*** The Managing Member shall make interest free loans to the Company (repayable from cash flow and/or sale and refinancing proceeds as described above) equal to any Operating Deficits (including the Minimum Deposit described in VI e. below) incurred during the period beginning on the Breakeven Date and ending on the fifth anniversary of Breakeven, provided that the Property has achieved Breakeven Operations in the prior 12 month period and replenishment of the Operating Reserves, in an amount not to exceed 12 months of underwritten operating expenses (including deposits to the replacement reserve) in the aggregate.

The Managing Member will also be obligated to fund an Operating Reserve in the amount equal to six months of underwritten operating expenses and "must-pay" debt service at the time of the Third Capital Contribution. The Operating Reserve shall be maintained for the duration of the tax credit compliance period and any draws shall require the consent of the SLP and shall be replenished from Cash Flow (the "Minimum Balance"). Up to 50% of the initial balance of the reserve funds may be drawn from the Operating Reserve in the event of an operating deficit (prior to payments being required under the Operating Deficit Guarantee).

- d. ***Obligations of Managing Member.*** Immediately following the occurrence of any of the following events, (x) the Managing Member shall admit the Special Member or its designee as the Managing Member of the Company and, at the option of the Investor, withdraw from the Company; or, (y) at the option of the Investor with respect to any of the events described in clauses (i) through (vi) below, repurchase the Investor's interest in the Company: (i) an IRS Form 8609 is not issued with respect to each of the buildings in the Property in a timely manner after each such building has been placed in service; (ii) the Property is not fully placed in service by the date that is six months later than underwritten construction completion (iii) if the Property loan, together with any replacement or supplemental loan approved by the SLP, is not sufficient to balance the sources and uses of funds (failure to achieve Breakeven is specifically not a trigger of Repurchase); (iv) the Company fails to meet the minimum set aside test (as defined in Section 42 of the Code) or fails to execute and record a Tax Credit Extended Use Commitment by the close of the first year of the Credit Period; (v) the Company shall have been declared in default by any mortgage lender or under the tax credit allocation or foreclosure proceedings have been commenced against the Property and such default is not cured or such proceeding is not dismissed within 30 days; (Investor can only cause a repurchase in connection with this clause (v) if the default described in such clause prior to the requirements of All Capital Contributions have been

met; or (vi) there is a material violation of the Operating Agreement by the Managing Member or if the property manager is an affiliate of the Managing Member, a material violation of the management agreement by the manager which causes material adverse harm to the Investor, the Company or the Property and is not cured within the applicable cure period may only result in the removal of the Managing Member and not trigger a Repurchase.

If the Investor elects to have its interest repurchased by the Managing Member, the repurchase price shall be equal to 105% of the Total Equity plus interest at Prime + 1% on capital contributions made to date plus any tax liability incurred by the investor as a result of such repurchase, less any amounts of the Total Equity not funded to date.

- e. ***Replacement Reserve.*** Commencing with the month following Completion, the Company will make a minimum monthly replacement reserve deposit (the "Minimum Deposit") equal to (on an annualized basis) the greater of (i) \$300 per unit; and (ii) the amount required by the permanent lender. Any interest earned on funds in the replacement reserve account shall become a part thereof.
- f. ***Reporting.*** The Company will be required to furnish Investor with (a) quarterly unaudited financial statements within 45 days after the end of each quarter of the fiscal year; (b) annual audited financial statements within 60 days after the end of each fiscal year; (c) an annual budget for each fiscal year of the Company, not later than November 1 of the preceding year; and (d) the Company's tax returns and K-1 forms within 45 days after the end of each fiscal year. The penalty for any failure to deliver Company tax returns or K-1 forms prior to the specified deadline shall be (i) \$50 per day for the first seven days after such deadline, (ii) \$100 per day for the next seven days, and (iii) \$150 per day thereafter, provided that the amount of such penalty shall not exceed \$5,000 in any year.

VII. Fees to Affiliates of Hudson

Administrative Expense Reimbursement. An affiliate of Hudson shall receive an annual administrative expense reimbursement from the Company in the amount of \$5,000, which amount shall be increased annually by 3% annually.

VIII. Representations, Warranties and Covenants

The Managing Member shall make certain representations and warranties as to the Company, the Managing Member and the Property to be set forth in the Operating Agreement.

IX. Accountants

The Accountants for the Company shall be CohnReznick Group, Hertzbach or another firm approved by the Investor. The Accountants shall prepare tax and financial reports as set forth in the Operating Agreement, and the Final Certification referred to in I.c., above.

X. Investment Member Rights

The Operating Agreement will provide certain approval rights as to major actions proposed to be taken by the Managing Member. The Investor shall have the right to remove the Managing Member and the Manager for cause.

XI. Insurance

At the closing, the Managing Member shall provide for title insurance satisfactory to counsel to the Investor in an amount equal to the sum of all Capital Contributions, all mortgage loans and the amount of any Development Fee Note. Prior to the payment of any additional installment of the Capital Contribution, a "date down" of such policy shall be provided. The Managing Member shall provide for (i) liability (general and excess) insurance in an amount of at least \$6,000,000 (\$1 MM per occurrence and \$5 MM in excess coverage) (adjusted periodically to maintain the coverage as adjusted for inflation), (ii) hazard insurance (including boiler and machinery coverage) and flood insurance (to the extent that the property is in a 100 year flood zone) in an amount of not less than the full replacement value of the Property, (iii) rental loss insurance for a period of 12 months after the date of loss and (iv) law and ordinance coverage with no sublimit, including changes in law and ordinances enacted during the course of reconstruction. Builder's risk insurance shall be provided during construction. Architects and engineers shall submit evidence of errors and omissions coverage, in amounts reasonably satisfactory to the Investor. Workers compensation insurance shall be provided as to any entity with employees working at the Property. All policies shall name the Investor as an additional insured and shall otherwise be subject to Investor approval.

XII. Indemnity Agreement

The Managing Member shall indemnify the Investor, Hudson and its affiliates, and their respective officers and directors for any untrue statement of a material fact or omission to state a material fact necessary to make any such statement, in light of the circumstances under which they were made, not misleading, by the Managing Member or its agents set forth in any document delivered by the Managing Member or its agents in connection with the acquisition of the Property, the investment by the Investor in the Company and the execution of the Operating Agreement. The Managing Member will be required to provide an environmental indemnification for the duration of the tax credit compliance period. Specifically with respect to the Managing Member's breach of the Operating Agreement in general, this general indemnity will be limited to actions taken by the Managing Member which are outside the scope of its authority in violation of Operating Agreement.

XIII. General Conditions

Payment of the Second/Third/Fourth Capital Contributions shall be conditioned upon completion of an appropriate due diligence review by the Investor to confirm that there have been no changes in material circumstances affecting the Property, including (i) receipt of estoppel letter(s) from all lenders to the extent available, (ii) review of title (including a "date-down" search), survey, environmental and other legal and regulatory matters (only for the Third Contribution), (iii) for the Second Contribution only,

receipt of a “date down” legal opinion from counsel to the Company and (iv) certification by the Managing Member as to the continued accuracy of representations and warranties made in the Operating Agreement.

XIV. Conditions to Closing

Your execution of this letter will also be deemed as your consent to perform background checks on the principal(s) of the Managing Member and Developer. The Managing Member understands that any consultant, engineering, environmental or other, selected for the project shall be acceptable to the lender and to the equity investor and that the Company shall bear the cost of fees associated with pre-construction feasibility studies, structural analysis, and monthly inspections. At closing, Hudson shall be reimbursed up to \$60,000 for its due diligence related expenses subject to approval of the tax credit allocating agency.

By executing this letter and in consideration of the substantial expenses to be incurred by Hudson and its affiliates in legal and accounting fees and for due diligence, you agree that you and your affiliates will not offer any interest in the Property to any other party unless this LOI is terminated by mutual consent. Approval of this transaction is subject to Investor's satisfactory completion of due diligence and Investment Committee approval in its sole and absolute discretion.


This Proposal contains an outline of suggested terms only, and it does not represent a commitment by Hudson or create any obligation whatsoever on Hudson's part. It is for discussion purposes only, and the outlined terms have not received final approval by Hudson's investment committee. This Proposal replaces and voids any and all previous financing proposals by Hudson for the Development.

Please note that our pricing is extremely sensitive to any changes in the financing sources, development budget or timing of the closing of the transaction or delivery of tax credits. Hence, we reserve the right to adjust pricing based on any material change to the proforma including but not limited to sources, depreciation and credit delivery.

Judith Cabelli
Letter of Intent – Kindred Crossing
January 15, 2025, Page 11

If the above proposal is acceptable, please indicate your acceptance by executing two copies and returning one to Hudson at the above address. We look forward to working with you.

Sincerely,
Hudson Housing Capital LLC


By: _____
W. Kimmel Cameron, Jr.
Senior Vice President

ACCEPTED AND AGREED TO
THIS _____ DAY OF _____, 2024

By: _____

Tab D:

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

Development Name: Kindred Crossing

Name of Applicant: Wesley Kindred Crossing LP

Principals' Name: Wesley Housing Development Corporation of Northern Virginia

#	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.	Beverly Park Apartments	Alexandria, VA	Wesley Notabene, L.P. c/o Wesley Housing Development Corp.	703-642-3830	Y	33	33	8/5/2009	5/7/2010	N
2.	Strawbridge Square Apartments	Alexandria, VA	Wesley Strawbridge, L.P. c/o Wesley Housing Development Corp.	703-642-3830	Y	128	127	3/25/2010	1/19/2011	N
3.	Colonial Village Apartments	Arlington, VA	Wesley Colonial Village II, L.P. c/o Wesley Housing Development Corp.	703-642-3830	Y	162	129	11/30/2012	11/14/2013	N
4.	Lynhaven and William Waters Apartments	Arlington, VA and Alexand	Wesley Lynwatters LLC c/o Wesley Housing Development Corp.	703-642-3830	Y	49	49	5/15/2015	10/19/2016	N
5.	Wexford Manor A	Falls Church, VA	New Wexford LLC c/o Wesley Housing Development Corp.	703-642-3830	Y	38	38	3/30/2017	12/8/2017	N
6.	Pierce Queen Apartments	Arlington, VA	PQ Apartments, LLC c/o Bozzuto c/o Wesley Housing Development Corp.	703-642-3830	N	193	78	12/23/2016	7/11/2018	N
7.	Wexford Manor B	Falls Church, VA	New Wexford Bond LLC c/o Wesley Housing Development Corp.	703-642-3830	Y	36	36	10/18/2017	7/11/2018	N
8.	The Fallstead	McLean, VA	Wesley Lewinsville, L.P. c/o Wesley Housing Development Corp.	703-642-3830	Y	82	82	10/31/2018	3/19/2020	N
9.	Brookland Place Apartments	Washington, DC	Wesley Brookland LLC c/o Wesley Housing Development Corp.	703-642-3830	Y	80	80	4/30/2019	9/11/2020	N
10.	Culpepper Garden I Apartments	Arlington, VA	CG1 Restoration Limited Partnership c/o Wesley Housing Development Corp.	703-642-3830	Y	210	208	9/30/2020	3/4/2021	N
11.	Knightsbridge Apartments	Arlington, VA	New Wesley Knightsbridge LLC c/o Wesley Housing Development Corp.	703-642-3830	Y	37	37	5/8/2021	5/20/2022	N
12.	Senseny Place Apartments	Winchester, VA	Senseny Place Apartments LP c/o Wesley Housing Development Corp.	703-642-3830	Y	63	63	12/28/2022	10/19/2023	N
13.	The Waypoint	Alexandria, VA	Wesley Fairlington LLC c/o Wesley Housing Development Corp.	703-642-3830	Y	81	81	11/1/2022	10/19/2023	N
14.	The Cadence	Arlington, VA	Wesley New Trenton, LLC c/o Wesley Housing Development Corp.	703-642-3830	Y	97	97	11/30/2022	1/8/2024	N
15.	Quarry Station Apartments	Manassas, VA	Wesley Quarry Station LLC c/o Wesley Housing Development Corp.	703-642-3830	Y	80	80	4/12/2023	2/1/2024	N
16.	The Arden A	Alexandria, VA	Wesley Huntington A, LLC c/o Wesley Housing Development Corp.	703-642-3830	Y	79	79	12/30/2022	4/22/2024	N
17.	The Arden B	Alexandria, VA	Wesley Huntington B, LLC c/o Wesley Housing Development Corp.	703-642-3830	Y	47	47	12/30/2022	4/22/2024	N
18.	Whitefield Commons	Arlington, VA	The Commons at Whitefield LLC c/o Wesley Housing Development Corp.	703-642-3830	Y	68	67	12/30/2022	8/26/2024	N
19.	The Hampshire Apartments	Washington, DC	Wesley Hampshire LLC c/o Wesley Housing Development Corp.	703-642-3830	Y	56	54	4/28/2023	9/13/2024	N
20.	One Hawaii	Washington, DC	Wesley Hawaii LLC c/o Wesley Housing Development Corp.	703-642-3830	Y	70	70	TBD	TBD	N
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* Must have the ability to bind the LIHTC entity; document with Partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

Tab E:

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

Original PSA

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (this "Agreement") is dated as of the 11th day of July, 2018 (the "Effective Date") and entered into by and among FIRST CHRISTIAN CHURCH OF FALLS CHURCH, a Virginia nonstock corporation (the "Seller") and WESLEY HOUSING DEVELOPMENT CORPORATION OF NORTHERN VIRGINIA, a Virginia nonstock corporation and/or its permitted successors or assigns (the "Purchaser").

RECITALS:

WHEREAS, Seller is the owner of certain real property located in Fairfax County, Virginia (the "County"), with buildings and improvements thereon, comprised of approximately 6.84 acres of land with certain associated appurtenances, identified as County Tax Map Number 0513 01 0025 and having a street address of 6165 Leesburg Pike, Falls Church, Virginia (the "Greater Church Property") more particularly described on Exhibit "A" attached hereto and incorporated herein by reference;

WHEREAS, Seller issued a Request for Proposals dated July 15, 2016 seeking proposals for the development of a portion of the Greater Church Property, and Purchaser was selected by Seller to carry out such development;

WHEREAS, Purchaser desires to purchase from Seller, and Seller desires to sell to Purchaser, a portion of the Greater Church Property as shown on Exhibit "B" attached hereto and incorporated herein by reference, together with the improvements and fixtures thereon and all rights, privileges, easements, benefits and agreements appurtenant thereto, less and except the Reserved Density as defined in Section 2.3 below (collectively, the "Property") pursuant to the terms of this Agreement;

WHEREAS, Purchaser (or its affiliate) is anticipated to construct a minimum of at least sixty-five (65) units of affordable senior housing (the "Minimum Number of Units") designed to achieve funding from the Virginia Housing Development Authority using 9% tax credits under the Low-Income Housing Tax Credit program (as further defined in Section 6.5, the "Tax Credits") (collectively, the "Proposed Development"); and

WHEREAS, the parties desire, to the extent feasible and permitted by the County, to increase the density and intensity of the Greater Church Property and attain the maximum number of permitted affordable senior housing units in the Proposed Development using all of the Conveyed Density (as defined in Section 2.2) on the Greater Church Property not expressly reserved to Seller herein. Pursuant to this Agreement, the parties intend to determine the appropriate permissible mechanisms to obtain approvals by applicable Governmental Authorities for the Proposed Development, such as through a special exception or rezoning, and through a transfer of development rights and/or creation of condominium regime.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, of Purchaser's payment of the Deposit to Seller, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Purchaser agrees to purchase and Seller agrees to convey to Purchaser the Property subject to the following terms and conditions:

ARTICLE I. DEFINITIONS AND MEANINGS

In addition to any other terms whose definitions are fixed and defined by this Agreement, each of

the following defined terms, when used in this Agreement with an initial capital letter or initial capital letters, shall have the meaning ascribed thereto by this Article 1:

“Effective Date” means the latter of the dates of execution of this Agreement by the last of either Seller or Purchaser, such date being inserted below the signatures of Purchaser and Seller. Such date shall be inserted in the preamble on page 1 of this Agreement.

“Due Diligence Period” means the period commencing on the Effective Date and ending ninety (90) days thereafter.

“Escrow Agent” means Mark Fitzgerald, Stewart Title & Escrow, Inc., 10505 Judicial Drive, Suite 300, Fairfax, VA 22030.

“Governmental Authority” or “Governmental Authorities” means any commission, department or body of any municipality, township, city, county, state or Federal governmental unit having jurisdiction over any of the Property or the ownership, management, operation, use or improvement thereof.

“Hazardous Substances” means petroleum (including gasoline, crude oil or any crude oil fraction), chemical or hazardous substance of any nature, including, without limitation, radioactive materials, PCBs, asbestos, pesticides, and any other substance identified as a hazardous substance or waste in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (commonly known as “CERCLA”), as amended, the Superfund Amendment and Reauthorization Act (commonly known as “SARA”), the Resource Conservation and Recovery Act (commonly known as “RCRA”), or any other federal, state or county legislation or ordinances applicable to the Property.

“Hazardous Substance Laws” shall mean the federal Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq., the federal Resource Conservation and Recovery Act, 42 U.S.C. Section 9601 et seq., the federal Toxic Substances Act, 15 U.S.C. Section 9601 et seq., all other applicable federal, state or local laws, codes, statutes, ordinances and by-laws governing similar matters, and all rules, regulations and publications adopted or promulgated pursuant thereto.

“Third Party Reports” means any appraisals, permitted environmental studies, surveys, title reports, plans or any other studies prepared by or for Purchaser regarding the Greater Church Property, the Property or the Proposed Development which Purchaser is entitled to obtain at its sole cost and expense in accordance of the terms of this Agreement.

ARTICLE 2. GENERAL PROVISION

2.1 Adjustment of Boundaries. The parties acknowledge and agree that the size and boundaries of the Property shown on Exhibit “B” attached hereto are approximate and subject to adjustment in connection with the approval of the Entitlements (as defined in Section 6.1). At the time the size and boundaries of the Property are finalized, the parties shall amend this Agreement to replace Exhibit “B” with a new exhibit more particularly identifying the Property to be conveyed to Purchaser.

2.2 Conveyed Density. All of the transferable or allocable development and density/intensity rights and privileges associated with the Greater Church Property (the “Density”) which are not otherwise expressly reserved to Seller in this Agreement (collectively, the “Conveyed Density”) shall be conveyed with and allocated to the Property conveyed to Purchaser at Closing hereunder, and any remaining transferable development and density/intensity rights and privileges shall be retained by Seller and allocated to that part of the Greater Church Property not conveyed to Purchaser (the “Church Parcel”).

Any subsequent change to the zoning to the Greater Church Property after Closing shall be treated as being applied to each of the Property and the Church Parcel on a *pro rata* land area basis. Any subsequent rezoning of the Property or the Church Parcel individually after Closing shall apply only to the separate parcel rezoned.

2.3 Reserved Density. In the event the Greater Church Property is either rezoned to the R-4 or R-5 classification (as defined by the County Zoning Ordinance) or the subject of a zoning interpretation in accordance with Section 6.1, the following amount of increased Density/intensity development rights associated with the Greater Church Property resulting from such rezoning or zoning interpretation shall be reserved to Seller and allocated to the Church Parcel: (a) for the R-4 classification, One Thousand (1,000) square feet, and (b) for the R-5 classification, One Thousand (1,000) square feet.

ARTICLE 3. PURCHASE PRICE

3.1 Deposit. An initial Deposit in the sum equal to TWENTY FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00) in immediately available federal funds shall be deposited by Purchaser in escrow with the Escrow Agent by certified check or wire transfer within two (2) business days after execution of this Agreement (the "Deposit"). The Deposit shall be refundable to Purchaser from the date of payment thereof until the expiration of the Due Diligence Period upon termination of this Agreement by the Purchaser in accordance with Section 4.5. Upon the expiration of the Due Diligence Period, the Deposit shall become non-refundable, except as otherwise expressly set forth in this Agreement.

3.2 Additional Deposit. An additional payment in the sum equal to SEVENTY FIVE THOUSAND AND NO/100 DOLLARS (\$75,000.00) in immediately available federal funds shall be deposited by Purchaser in escrow with the Escrow Agent by certified check or wire transfer within five (5) business days after the expiration of the Due Diligence Period (the "Additional Deposit"). The Additional Deposit shall be refundable to Purchaser from the date of payment thereof until the expiration of the Entitlements Period. Upon the expiration of the Entitlements Period, the Additional Deposit shall become non-refundable, except as otherwise expressly set forth in this Agreement.

3.3 Escrow Agreement. Escrow Agent shall hold the Deposit and the Additional Deposit in a separate interest-bearing account reasonably acceptable to Seller and Purchaser at a bank or other financial institution reasonably acceptable to Seller and Purchaser, and all accrued interest on the Deposit and the Additional Deposit shall be deemed to be a part of the Deposit and the Additional Deposit for all purposes under this Agreement. For the avoidance of doubt, if the Deposit or Additional Deposit are refunded to Purchaser or credited to the Purchase Price at Closing in accordance with the terms of this Agreement, any accrued interest attributable to such amounts shall be remitted to Purchaser or credited to the Purchase Price, respectively, with such Deposit and/or Additional Deposit. Escrow Agent shall hold and disburse the Deposit and the Additional Deposit in accordance with the terms of the escrow agreement attached hereto as Exhibit "C" and incorporated herein by reference which shall be executed by Seller, Purchaser and Escrow Agent contemporaneously with the delivery of the Deposit by Purchaser to Escrow Agent.

3.4 Amount of Purchase Price. Provided the Minimum Number of Units are approved by the applicable Governmental Authorities, the total purchase price to be paid by Purchaser for the Property shall be an amount equal to FORTY THOUSAND and NO/100 Dollars (\$40,000.00) per approved dwelling unit of senior affordable housing in the Proposed Development, but no less than an aggregate of TWO MILLION SIX HUNDRED THOUSAND and NO/100 DOLLARS (\$2,600,000.00) ("Purchase Price"), which sum shall be adjusted to reflect the closing adjustments and prorations provided for in

Article 9 and as may otherwise be agreed upon by Seller and Purchaser. The Purchase Price shall be payable to Escrow Agent or any other party conducting Closing pursuant to Article 8 below in cash or by wire transfer of funds at Closing, and such funds shall be disbursed to Seller (net of Seller's closing expenses and other charges and adjustments contemplated hereunder) following recordation of the Deeds (as defined in Section 8.3(a) below) among the County land records. The Deposit and Additional Deposit shall remain in escrow and be credited to the Purchase Price at Closing.

ARTICLE 4. INSPECTIONS

4.1 Property Information. Within fifteen (15) business days following the Effective Date, Seller, to the extent not previously provided and to the extent within Seller's possession or control, will provide Purchaser with or make readily available at the Greater Church Property copies of the documents listed on Exhibit "D" attached hereto and incorporated herein by reference, all for informational purposes only and without representation or warranty, express or implied (collectively, the "Property Information"). Seller will promptly forward to Purchaser a copy of any new Property Information that Seller receives or generates until Closing.

4.2 Confidentiality. The Property Information and all other information, other than matters of public record or matters generally known to the public, furnished to, or obtained through inspection of the Property or Greater Church Property by, Purchaser, its affiliates, lenders, employees, attorneys, accountants and other professionals or agents relating to the Property or Greater Church Property, will be treated by Purchaser, its affiliates, lenders, employees, agents, and current and prospective investors as confidential, and except as required by law will not be disclosed to anyone other than on a need-to-know basis and to Purchaser's consultants who agree to maintain the confidentiality of such information, and will be returned to Seller by Purchaser if the Closing does not occur. The confidentiality provisions of this Section 4.2 shall not apply to any disclosures made by Purchaser as required by law, by court order, or in connection with any subpoena served upon Purchaser; provided Purchaser shall provide Seller with written notice before making any such disclosure. The confidentiality provisions of this Section 4.2 shall survive the Closing or the earlier termination of this Agreement.

If the Closing does not occur or this Agreement is terminated for any reason, Purchaser shall, within twenty (20) days from the date of such termination, return or cause to be returned to Seller all Property Information and any Third Party Reports (all at no cost to Seller).

4.3 Inspections in General; Governmental Contact. So long as this Agreement remains in force, Purchaser, its agents, and employees shall have the right to enter upon the Property for the purpose of making inspections at Purchaser's sole risk, cost and expense. All of such entries upon the Property shall be at reasonable times during normal business hours and after seventy-two (72) hours' prior e-mail or written notice to Seller, including the identity of persons to perform testing or inspections and the proposed scope thereof. Seller or its agent shall have the right to accompany Purchaser during any activities performed by Purchaser on the Property. Purchaser (i) shall coordinate each such inspection through Seller's designee, (ii) shall not contact Seller's on-site staff without Seller's prior consent, which consent shall not be unreasonably withheld and (iii) shall obtain Seller's prior written approval before performing any invasive tests or studies, including (without limitation) a Phase II Environmental Study. Purchaser shall keep the results of any inspections or tests confidential except for necessary disclosures to Purchaser's lender, investors and attorneys or as required by law. All inspection fees, appraisal fees, engineering fees and other costs and expenses of any kind incurred by Purchaser relating to such inspection and its other due diligence shall be at the sole cost and expense of Purchaser. If any inspection or test disturbs the Property, Purchaser will restore the Property to the same condition as existed before

the inspection or test, which obligation shall survive the termination of this Agreement. Prior to any entry on to the Property, Purchaser shall provide evidence to Seller that Purchaser has in effect commercial general liability insurance naming Seller as an additional insured, with limits not less than \$1,000,000.00 for property damage and personal injury, including bodily injury and death, with a waiver of subrogation rights in favor of Seller. Purchaser shall defend and indemnify Seller and hold Seller, Seller's members, partners, officers, tenants, agents, contractors and employees and the Property harmless from and against any and all losses, costs, damages, claims, or liabilities, including but not limited to, mechanic's and materialmen's liens and Seller's attorneys' fees, arising out of or in connection with Purchaser's inspection of the Property as allowed herein (expressly excluding any matters which are merely discovered by reason of Purchaser's inspections). The provisions of this Section shall survive the Closing or the earlier termination of this Agreement.

Notwithstanding any provision in this Agreement to the contrary, except as may be required by the applicable Governmental Authority, neither Purchaser nor its contractors shall contact any Governmental Authority regarding any Hazardous Substances on or the environmental condition of the Property without prior notice and full disclosure to and consent of Seller, except that Purchaser shall have the right to have its environmental consultant search all applicable databases maintained by Governmental Authorities with respect to environmental issues generally, including those applicable to the Property, and to perform all other tasks customarily associated with a Phase I Environmental Assessment of the Property.

Notwithstanding any provision in this Agreement to the contrary, Purchaser may communicate directly with the United States Department of Housing and Urban Development ("HUD") and the Virginia Housing Development Authority ("VHDA"), its counsel, its prospective lenders, and investors regarding the Proposed Development. Both Seller and Purchaser shall have the right to reasonable notice of and to be present at any meetings with representatives from the County with regard to the Proposed Development. Purchaser shall have no right to communicate directly with the County without the prior written consent of Seller, such consent not to be unreasonably withheld, and any communication with the County after Purchaser obtains such Seller consent shall include Seller; provided however that Purchaser shall not be required to obtain Seller's consent for, or include Seller on, communications with the County made for purposes of arranging for and obtaining financing for the Proposed Development.

4.4 Environmental Inspections and Release. In the event that Purchaser conducts a Phase I Environmental Assessment (or if Seller approves a Phase II Environmental Assessment), or performs other samplings of soils, water, or other materials for analytical testing under Section 4.3, Purchaser shall keep the results of any environmental inspection or assessment of the Property confidential, except for necessary disclosures to Purchaser's lender, investors and attorneys, or as required by law. Purchaser shall provide copies of such reports to Seller and Seller shall be named as an addressee (either directly or through a reliance letter).

4.5 Termination During Due Diligence Period. If Purchaser determines, before the expiration of the Due Diligence Period, not to proceed with the purchase of the Property for any reason or no reason in its sole discretion, then Purchaser shall have the right to terminate this Agreement by giving to Seller written notice of termination before the expiration of the Due Diligence Period. Failure of Purchaser to provide express approval of its due diligence review prior to expiration of the Due Diligence Period shall be deemed Purchaser's election to terminate this Agreement. Upon the Purchaser's termination of this Agreement during the Due Diligence Period, the Deposit shall be returned to Purchaser and all further rights and obligations of the parties under this Agreement shall terminate, subject to any provisions of this Agreement which expressly survive the termination of this Agreement.

ARTICLE 5.
TITLE AND SURVEY

5.1 Status of the Title. At Closing, Seller shall convey to Purchaser good and clear record and marketable title to the Property, free from encumbrances except the Permitted Encumbrances and any others which Purchaser has accepted or waived pursuant to the provisions of this Agreement. Subject to the terms and provisions of this Agreement, Purchaser shall accept the Property subject to the following (collectively, the "Permitted Encumbrances"):

(a) Non-Objectionable Encumbrances (defined below) and any liens, encumbrances or other title exceptions approved or waived by Purchaser as provided in this Article 5;

(b) real property taxes which are a lien but not yet due and payable;

(c) any installment not yet due and payable of assessments affecting the Property or any portion thereof; and

(d) any cable or utility company rights, easements and franchises for electricity, water, gas telephone or other service or the right to use and maintain poles, lines, wires, cables, pipes, boxes and other fixtures and facilities in, over, under and upon the Property which do not have a material adverse effect on the use of the Property as contemplated by this Agreement.

5.2 Title Review and Cure.

(a) Within five (5) business days after the Effective Date, Purchaser shall order at its own expense, an updated title commitment for an owner's policy of title insurance covering the Greater Church Property (the "Commitment"). Purchaser may obtain, at Purchaser's sole cost and expense, a survey of the Greater Church Property or an update to the existing survey (if any) (the "Survey"). On or prior to that date which is fifteen (15) days prior to termination of the Due Diligence Period, (the "Objection Period"), Purchaser or Purchaser's attorneys shall deliver to Seller and/or Seller's attorneys, written notice of Purchaser's objections (the "Title Objections") to any survey matters, and to any liens, encumbrances or other title exceptions revealed by the Commitment which do not constitute Permitted Encumbrances. If Purchaser or Purchaser's attorneys do not deliver any such objection notice within the Objection Period, Purchaser shall be deemed to have waived its right to object to any liens, encumbrances or other title exceptions appearing on such Commitment or any and all matters that would be disclosed by a Survey (and the same shall not constitute Title Objections and shall be deemed Permitted Encumbrances); provided, however, Purchaser shall have the right to object by delivery of written notice to Seller and Seller's attorneys, on or prior to five (5) business days after receipt of notice of a new exception or encumbrance, which is not a Permitted Encumbrance, and which arises after the effective date of the Commitment or Survey, as applicable (or with respect to survey matters, arising after the expiration of the Due Diligence Period if no Survey is obtained) (the "Subsequent Title Objections"). Notwithstanding the foregoing, Purchaser shall not be entitled to object to, and shall be deemed to have approved, any liens, encumbrances or other title exceptions (and the same shall not constitute Title Objections but shall be deemed Permitted Encumbrances) which will be extinguished upon the transfer of the Property to Purchaser (collectively, the "Non-Objectionable Encumbrances").

(b) Except as set forth in Section 5.2(c) below, it is expressly understood that in no event shall Seller be required to bring any action or institute any proceeding in order to attempt to eliminate any Title Objections or Subsequent Title Objections or to otherwise cause title in the Property to be in accordance with the terms of this Agreement on the Closing Date. Within ten (10) days after

Seller's receipt of the a notice of Title Objections or Subsequent Title Objections (the "Title Response Period") Seller shall notify Purchaser in writing whether or not Seller will attempt to cure all or any of the Title Objections or Subsequent Title Objections identified by Purchaser ("Seller's Response Notice"). Seller's failure to deliver Seller's Response Notice to Purchaser within the Title Response Period shall be conclusively deemed to constitute an election by Seller not to attempt to cure the Title Objections or Subsequent Title Objections. If Seller elects (or is deemed to elect) not to attempt to cure any of the Title Objections or Subsequent Title Objections, then within five (5) days after the expiration of the Title Response Period (the "Title Election Period") Purchaser shall notify Seller in writing (the "Purchaser's Election Notice") of its intention to either (i) terminate this Agreement, or (ii) proceed to Closing and accept title to the Property subject to such Title Objections or Subsequent Title Objections remaining uncured by Seller, without any reduction of the Purchase Price, or any liability or obligation on the part of Seller by reason of such uncured Title Objections or Subsequent Title Objections. Purchaser's failure to deliver the Purchaser's Election Notice, shall be conclusively deemed to constitute Purchaser's election to terminate this Contract pursuant to clause (i) above.

(c) Notwithstanding the foregoing, prior to or at Closing, Seller shall be obligated to remove (i) all mortgages which affect the Property ("Mortgages"), (ii) all judgment liens affecting the Property (collectively, "Monetary Liens") and (iii) to remove or bond off any perfected mechanics' or materialmens' liens.

ARTICLE 6. ENTITLEMENTS; TAX CREDITS

6.1 Entitlements. Purchaser and Seller agree that the Closing shall be, in addition to the other conditions to Purchaser's obligation to close contained in Article 8 of this Agreement, conditioned upon the securing of the following land use approvals from applicable Governmental Authorities all of which are to be prepared, processed and obtained at Purchaser's sole cost and expense (collectively, the "Entitlements"):

(a) Purchaser and Seller shall cooperate to obtain a formal County zoning determination letter, interpreting the County Comprehensive Plan as allowing at least three (3) and no more than five (5) dwelling units per acre on the Greater Church Property, and which seeks the application of the senior affordable housing multiplier set forth in the Fairfax County Code (the "Zoning Interpretation"). Seller shall have the right to review and approve all communications and correspondence (whether verbal or written) with the County for the Zoning Interpretation prior to submission thereof. In the event that Purchaser and Seller obtain the Zoning Interpretation on or before the date that is seventy five (75) days after the Effective Date (the "Zoning Interpretation Deadline"), then within sixty (60) days after the County's issuance of such Zoning Interpretation, subject to Seller's Approval Rights (as defined in Section 6.2 below), Purchaser shall file the appropriate applications in order to obtain a special exception zoning approval for the Property to be developed as affordable senior housing with the Minimum Number of Units and for the Church Parcel to continue to be used as Place of Worship as defined in the County zoning ordinance at least at the same size, scope and extent as exists on the Effective Date of this Agreement (the "Special Exception"). In the event that the Zoning Interpretation is not issued before the Zoning Interpretation Deadline, then Seller shall have the right to elect by written notice to Purchaser within five (5) days after the expiration of the Zoning Interpretation Deadline, to either (i) terminate this Agreement, in which event the Deposit and Additional Deposit shall be delivered to Purchaser and the parties shall have no further rights or obligations hereunder, or (ii) proceed under Section 6.1(b) below.

(b) In the event that the Zoning Interpretation is not issued and Seller elects to proceed under this Agreement in accordance with Section 6.1(a) above, then within (60) days after the

expiration of the Zoning Interpretation Deadline, Purchaser shall file an application to rezone the Greater Church Property to the R-4 or R-5 classification (as defined by the County Zoning Ordinance) (the "Rezoning"). Nothing in this Section 6.1 shall prevent the parties from agreeing to pursue the Rezoning and/or the Special Exception in order to maximize the number of achievable units of affordable senior housing in the Proposed Development despite receiving the Zoning Interpretation.

(c) During the Due Diligence Period, the parties shall cooperate to determine the most feasible plan to create the Property as a separate, legally conveyable parcel, whether through subdivision or land condominium (the "Property Division"). Within sixty (60) days after the approval of the Special Exception or the Rezoning, as applicable, subject to Seller's Approval Rights, Purchaser shall prepare and submit the appropriate applications for the Property Division, as well as any necessary site plans or other plans necessary to develop the Proposed Development in accordance with the approved Special Exception or Rezoning (the "Site Plan").

(d) The parties acknowledge that the establishment of a land condominium regime appears to be the most desirable and feasible option for achieving the Property Division; however, the parties acknowledge and agree that to the extent subdivision is required or becomes the favored option of both parties to achieve the Property Division, such subdivision will likely require the posting of bonds and escrows with the applicable Governmental Agencies (the "Bonding"). It is the intent of the parties that, to the extent Bonding is required, Purchaser, at its sole cost and expense, shall be solely responsible for the Bonding necessary for the Property Division and/or the Proposed Development. During the Due Diligence Period the parties shall cooperate to determine the best course to provide and complete the Bonding prior to Closing (if applicable), such that the Property Division can be achieved and the Property legally conveyed at Closing. If Bonding is necessary, Purchaser agrees to deliver funds to Seller sufficient to complete Bonding prior to Closing. In the event that Purchaser does not deliver such funds, then this shall be a Purchaser default and Seller shall have the rights provided under Section 11.1 below.

(e) Subject to Seller's Approval Rights under Section 6.2 below, Purchaser shall diligently pursue final (and unappealable) approval by the applicable Governmental Authorities of the Special Exception or Rezoning, as applicable, and the Property Division and the Site Plan on or before the date which is (i) fourteen (14) months after the expiration of the Due Diligence Period if the Proposed Development only requires a Special Exception, or (ii) twenty-four (24) months after the expiration of the Due Diligence Period if the Proposed Development requires a Rezoning (in either case, the "Entitlements Period"). For all purposes hereunder, Purchaser shall be deemed to have obtained final and unappealable approval of the Entitlements when the Entitlements (subject to Seller's Approval Rights) have been approved by all necessary and appropriate Governmental Authorities, and all applicable appeal periods have expired without an appeal having been filed or (if an appeal is filed) the entry of a final decree by a court of competent jurisdiction upholding the Entitlements approval and the expiration of all applicable appeal periods without an appeal of such decree having been filed. In the event that Purchaser has not obtained final and unappealable approval of the applicable Entitlements on or before the expiration of the Entitlements Period, then this Agreement shall automatically terminate, the Deposit (in the case of a Special Exception or Rezoning only) and Additional Deposit shall be delivered to Purchaser and the parties hereto shall have no further rights or obligations hereunder.

6.2 Seller's Approval Rights. Purchaser shall provide to Seller, for Seller's review, comment and approval pursuant to this Section 6.2 ("Seller's Approval Rights"), a copy of all proposed application materials, plans, proffers, development conditions and any other related zoning plans, subdivision plans, site plans or any changes thereto after initial submission related to the Special Exception, the Rezoning, or the Property Division and the Site Plan (collectively, the "Entitlement Documents") not less than ten (10) business days prior to Purchaser's submission of the same to the appropriate Governmental Authorities. Within seven (7) business days after Seller's receipt of the Entitlement Documents (in each instance the

"Entitlement Review Period"), Seller shall deliver written notice to Purchaser either approving or disapproving the Entitlement Documents (in each instance the "Entitlement Response Notice"). Seller's failure to deliver the Entitlement Response Notice to Purchaser on or before the expiration of the Entitlement Review Period shall be conclusively deemed to constitute Seller's approval of the Entitlement Documents. If, pursuant to the Entitlement Response Notice, Seller disapproves the Entitlement Documents, then the Entitlement Response Notice shall state with reasonable specificity the reason for such disapproval and the revisions required by Seller in order for the Entitlement Documents to be acceptable to Seller (in each instance the "Seller's Entitlement Revisions"). For a period of fifteen (15) days after Purchaser's receipt of an Entitlement Response Notice setting forth Seller's Entitlement Revisions (in each instance the "Entitlement Agreement Period"), Seller and Purchaser shall use reasonable good faith efforts to reach an agreement on Seller's Entitlement Revisions, and such agreed-upon Seller's Entitlement Revisions (if any) shall be incorporated into the Entitlement Documents. If Seller and Purchaser are unable to reach an agreement on any of Seller's Entitlement Revisions on or before the expiration of the Entitlement Agreement Period, then within five (5) days after the expiration of the Entitlement Agreement Period (in each instance the "Entitlement Election Period"), Purchaser shall deliver written notice to Seller electing to either (i) terminate this Agreement, in which event the Deposit (in the case of an Entitlement Election Period for a Zoning Interpretation, Special Exception or Rezoning only) and/or Additional Deposit shall be returned to Purchaser and the parties hereto shall have no further rights or obligations hereunder except for those rights and obligations which specifically survive termination hereunder, or (ii) proceed under this Agreement, in which event Purchaser shall submit the Entitlement Documents to the appropriate Governmental Authorities in a manner which incorporates Seller's Entitlement Revisions (in each instance the "Entitlement Election Notice"). Purchaser's failure to deliver the Entitlement Election Notice on or before the expiration of the Entitlement Election Period shall be conclusively deemed to constitute an election by Purchaser to proceed under this Agreement pursuant to clause (ii) above. Notwithstanding the time periods set forth above for review and approval of any Entitlement Documents, Seller and Purchaser acknowledge that a more rapid response to proposed Entitlement Documents may be required in order to respond to comments or requests from the appropriate Governmental Authorities and to maintain projected or scheduled public hearing dates on the Special Exception or the Rezoning, and in such event, Seller and Purchaser agree to cooperate with each other to attempt to reach mutual agreement on any Entitlement Documents within the time frames necessary to maintain such hearing dates.

6.3 **Cooperation.** Subject to Seller's Approval Rights described in Section 6.2 above, Seller and Purchaser will closely cooperate with respect to the preparation and prosecution of the Entitlements as may be required in order for Purchaser to develop the Property as contemplated herein, including but not limited to with respect to the Special Exception and Rezoning, if applicable. Subject to Seller's Approval Rights described in Section 6.2 above, Seller shall reasonably join in and timely execute any such applications, consents, disclosures, affidavits, development conditions or such other documents required by the County, or any other Governmental Authority, with regard to the Proposed Development. Subject to Seller's Approval Rights described in Section 6.2 above, Seller also agrees to closely cooperate with Purchaser with regard to other measures necessary to maximize the number of approved affordable senior housing units in the Proposed Development which are acceptable to County and Seller, such as through the transfer of development rights, establishment of a master condominium regime, and/or creation of other subdivisions. These obligations to cooperate shall remain effective after any approvals of the applications for the Entitlements, it being understood and agreed that amendments and revisions to the Entitlements may be necessary on an ongoing basis, all of which shall be subject to Seller's Approval Rights as described in Section 6.2 above. Seller shall also reasonably join in and execute any such applications, consents, disclosures, affidavits or other such documents reasonably required by Purchaser, its lenders, the County, or any other Governmental Authority, with regard to the design, financing and construction processes. Seller shall execute and deliver any such documents as described herein within ten (10) business days of any request.

6.4 Joint Community Outreach. In seeking the Entitlements, Purchaser and Seller are committed to a vibrant community-driven process designed to involve neighboring property owners in the pursuit of the Proposed Development. The Purchaser agrees to, within thirty (30) days of the Effective Date, submit a proposed plan for community outreach to Seller ("Community Outreach Plan"), and Seller shall provide its comments to the Community Outreach Plan within twenty (20) days of receipt. The parties agree to work together to develop a final Community Outreach Plan.

6.5 Tax Credits. Purchaser shall apply for and diligently pursue an award of at least One Million Dollars (\$1,000,000.00) of low-income housing tax credits for the Proposed Development from the Virginia Housing Development Authority (the "Tax Credits") on or before March 30, 2020 (the "First Tax Credits Application Deadline"), provided that Purchaser has obtained the desired Entitlements by a reasonable date prior to allow for making such application. In the event that Purchaser is not able with reasonable diligence to apply for the Tax Credits by the First Tax Credits Application Deadline, or has not obtained the Tax Credits on or before June 30, 2020 (the "First Tax Credits Deadline"), and the program for such Tax Credits has not been abolished or substantially modified, the parties mutually agree that Purchaser shall apply for and diligently pursue the Tax Credits on or before March 30, 2021 (the "Second Tax Credits Application Deadline"). In the event that Purchaser has not obtained the Tax Credits on or before June 30, 2021 (the "Second Tax Credits Deadline"), the program for such Tax Credits has not been abolished or substantially modified, Purchaser requests an extension in writing and Seller reasonably believes that Purchaser may obtain such Tax Credits in the following year, then Seller shall so advise Purchaser in writing within fifteen (15) days after the expiration of the Second Tax Credits Deadline, and the Second Tax Credits Deadline, as well as the Outside Closing Date (as defined in Section 8.1(a)), shall each be extended for one (1) year. If Seller does not elect to extend or fails to deliver notice, then this Agreement shall terminate, the Additional Deposit shall be returned to Purchaser and the parties hereto shall have no further rights or obligations hereunder except those which specifically survive hereunder.

ARTICLE 7. OPERATIONS AND RISK OF LOSS

7.1 Ongoing Operations. Seller agrees that from and after the Effective Date to the Closing it will maintain the existing commercial general liability insurance.

7.2 New Contracts. After the Effective Date, Seller will not enter into or renew any contract that will be an obligation affecting the Property subsequent to the Closing without the Purchaser's prior written consent, except contracts entered into in the ordinary course of business with independent third parties that are terminable without cause on thirty (30) days' notice and without penalty or cancellation fee.

7.3 Termination of Service Contracts. Any service contracts affecting the Property shall be terminated by Seller as of the date of Closing.

7.4 Condemnation. Risk of material loss resulting from any condemnation or eminent domain proceeding which is commenced before the Closing shall remain with Seller. If before the Closing the Property or any material portion thereof shall become the subject of any proceedings, judicial, administrative or otherwise, with respect to the taking by eminent domain or condemnation, then Purchaser may terminate this Agreement by written notice to Seller given within ten (10) days after Seller delivers written notice to Purchaser of the taking, the Deposit and Additional Deposit shall be returned to Purchaser and all further rights and obligations of the parties under this Agreement shall terminate. If the Closing Date is within the aforesaid ten (10) day period, then Closing shall be extended to the next

business day following the end of said ten (10) day period. If no such election is made, this Agreement shall remain in full force and effect and the sale contemplated herein, less any interest taken by eminent domain or condemnation, shall be effected with no further adjustment, and upon the Closing, Seller shall assign, transfer and set over to Purchaser all of the right, title and interest of Seller in and to any awards that have been or that may thereafter be made for such taking.

ARTICLE 8. CLOSING

8.1 Closing.

(a) Closing of the transactions described herein ("Closing") shall occur at the offices of Stewart Title & Escrow, Inc., 10505 Judicial Drive, Suite 300, Fairfax, VA 22030 or at such other place as the parties shall mutually agree upon in writing on the date selected by Purchaser not later than the tenth (10th) day following satisfaction (or waiver in writing by Purchaser, if applicable) of all conditions precedent to Purchaser's obligation to proceed to Closing set forth herein, but in no event later than June 30, 2021, as may be extended in accordance with Section 6.5 above (the "Outside Closing Date").

(b) Closing shall occur via escrow funds and fully executed documents. Purchaser shall provide Seller at least fifteen (15) business days' advance notice of the projected Closing Date. Closing shall occur through an escrow with the Escrow Agent on terms acceptable to the parties and customary for similar closings in the Commonwealth of Virginia, it being understood that neither Purchaser nor Seller nor their respective counsel need be physically present at the Closing so long as (i) all documents described in this Article 8 or elsewhere herein that are required to be delivered at Closing are fully executed, delivered in escrow and available on the date of Closing, (ii) any authorized signatory of the affected party is available either in person or by telephone and email at Closing, and (iii) all necessary Closing funds have been wire transferred to the Escrow Agent on or prior to Closing.

8.2 Conveyance. Seller shall convey to Purchaser at the Closing good and clear record and marketable title to the Property, free from encumbrances except the Permitted Encumbrances in accordance with Section 5 above, by delivery of the Deed and other Seller's Closing Documents (as hereinafter defined) through the escrow arrangements specified in this Article 8. Seller shall further deliver to Purchaser at the Closing possession of the Property in substantially the same physical condition as it is in on the Effective Date.

8.3 Seller's Deliveries in Escrow. On or before the Closing Date, Seller shall deliver in escrow to the Escrow Agent the following:

(a) Deeds. A special warranty deed (the "Deed") in the form attached hereto as Exhibit "E" and incorporated herein by reference conveying the Property from Seller to Purchaser, together with an additional deed of transfer of development rights conveying the Conveyed Density from Seller to Purchaser.

(b) Warranties. A reaffirmation of Seller's representations and warranties made under Article 10 of this Agreement.

(c) FIRPTA. Foreign Investment in Real Property Tax Act affidavit executed by Seller, if required by law.

(d) Authority. Evidence of existence/organization of Seller and authority of signatory.

(e) Additional Documents. (i) an Owner's affidavit executed by Seller, (ii) an affidavit regarding brokerage commission executed by Seller, and (iii) a 10-Year Certification executed by the Seller in the form attached hereto as Exhibit "F".

8.4 Purchaser's Deliveries in Escrow. On or before the Closing Date, Purchaser shall deliver in escrow to the Escrow Agent the following:

(a) Purchase Price. The Purchase Price (payable as set forth in Article 3 hereof), plus or minus applicable closing adjustments and/or prorations, deposited by Purchaser with the Escrow Agent.

(b) Authority. Evidence of existence/organization of Seller and authority of signatory.

(c) Additional Documents. Any additional documents that Escrow Agent or title company issuing the Commitment may require for the proper consummation of the transaction contemplated by this Agreement, including without limitation an affidavit regarding brokerage executed by Purchaser.

8.5 Closing Statements. At the Closing, Seller and Purchaser shall deposit with the Escrow Agent executed closing statements consistent with this Agreement.

8.6 Costs. Each party shall pay the following costs:

(a) Survey – Purchaser;

(b) Title Policy:

(i) Basic premium, including search and exam fees – Purchaser;

(ii) Extended coverage – Purchaser;

(iii) Endorsements (including t required by Purchaser's lender) – Purchaser;

(c) Recording charge: instruments to remove encumbrances that Seller is obligated to remove – Seller;

(d) All costs of any financing originated and/or required by Purchaser – Purchaser;

(e) Appraisals, engineering studies, environmental inspections and other inspections and tests desired by Purchaser – Purchaser;

(f) Grantor transfer tax, Northern Virginia congestion relief fee, payoff in full (or release) of first mortgage on Property, if any – The parties acknowledge that Seller is exempt from payment of the Grantor transfer tax and Regional Congestion Relief fee pursuant to Virginia Code Ann. Section 58.811.C.6.; Seller shall pay any release fees;

(g) All other recordation taxes, recording costs and fees shall be paid by Purchaser;

(h) Other - The Escrow Agent's closing fee shall be shared equally by Purchaser and Seller. Each party shall pay its own attorneys' fees. All other costs shall be borne as set forth herein, and if not so set forth then according to local custom in Northern Virginia.

ARTICLE 9.

PRORATIONS, CONTRACTS, DEPOSITS, COMMISSIONS, AND REPAIRS

9.1 Prorations. The day of Closing shall belong to Purchaser provided that Seller and the lender for the Property receive funds prior to 2:00 pm eastern daylight time on the day of Closing and all prorations hereinafter provided to be made as of the Closing shall each be made as of the end of the day before the Closing Date. In each such proration set forth below, the portion thereof applicable to periods beginning as of Closing shall be credited or charged to Purchaser and the portion thereof applicable to periods ending as of Closing shall be credited or charged to Seller.

9.2 Taxes and Assessments. General real estate taxes and assessments imposed by Governmental Authority and any assessments imposed by private covenant constituting a lien or charge on the Property for the then current calendar year or other current tax period (collectively, "Taxes") shall be prorated in accordance with normal practices. The parties acknowledge that Seller is exempt from real property taxes due to its status as a place of worship. If the Closing occurs prior to the receipt by Seller of the tax assessment for the calendar year or other applicable tax period in which the Closing occurs, Purchaser and Seller shall prorate Taxes for such calendar year or other applicable tax period based upon the most recent ascertainable assessed values and tax rates.

9.3 Final Adjustment After Closing. In the event that final bills for Taxes are not available or cannot be issued prior to Closing, then Purchaser and Seller agree to allocate such items on a fair and equitable basis as soon as invoices or bills are available, with final adjustment to be made as soon as reasonably possible after the Closing. Payments in connection with the final adjustment shall be due within thirty (30) days of written notice. This Section 9.3 shall survive the Closing for one (1) year.

9.4 Brokerage Commissions. Seller and Purchaser represent and warrant each to the other that it has not dealt with any real estate broker, sales person or finder in connection with the sale of the Property. If any claim is made for broker's or finder's fees or commissions in connection with the negotiation, execution or consummation of this Agreement or the transactions contemplated hereby, each party shall defend, indemnify and hold harmless the other party from and against any such claim based upon any statement, representation or agreement of such party. This provision shall specifically survive Closing for the applicable statute of limitations period in the Commonwealth of Virginia.

ARTICLE 10.

REPRESENTATIONS, WARRANTIES AND TAX CREDITS

10.1 Seller's Representations and Warranties regarding Seller and Property. Seller represents and warrants to Purchaser that:

(a) Organization and Authority. The Seller has been duly organized and validly exists as a nonstock corporation in good standing in the Commonwealth of Virginia.

(b) Conflicts and Pending Action. There is no agreement to which Seller is a party or to Seller's actual knowledge binding on Seller which is in conflict with this Agreement. Except as shown on Exhibit "G" attached hereto and incorporated herein by reference there is no action or

proceeding pending or, to Seller's actual knowledge, threatened against the Property, including condemnation proceedings, or against Seller which challenges or impairs Seller's ability to execute or perform its obligations under this Agreement.

(c) Violations. Except as shown on Exhibit "H" attached hereto, Seller has not received notice from any Governmental Authority of any violation by Seller of any law, rule or regulation affecting the Property or its use including any environmental law or regulation, health and public safety law, nor has Seller received notice from any Governmental Authority that the Property is in violation of any applicable land use law, building or zoning code or ordinance, except for any such matters which may have been previously cured by Seller or which have been disclosed to and accepted by Purchaser.

(d) Operation. To Seller's actual knowledge, the Property possesses any and all licenses and permits required to operate the Property as currently operated.

(e) Certain Tax Representations. A period of at least ten (10) years has elapsed between the date of this Agreement and the latest date that the Seller (or the trustees of the Seller's unincorporated predecessor-in-interest) acquired legal and beneficial ownership of the Property. There was no time during the ten (10) year period preceding the date of this Agreement that there was a change of ownership in the Seller's partnership capital and profits of fifty percent (50%) or more within a twelve (12) month period.

(f) Anti-Terrorism Laws. Seller is not a person or an entity described by Section 1 of the Executive Order (No. 13,224) Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, 66 Fed. Reg. 49,079 (September 24, 2001) (a "Prohibited Person"), and does not engage in any dealings or transactions, and is not otherwise associated, with any Prohibited Person.

(g) Non-Foreign Status. Seller is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code.

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

(i) Conveyance. Seller has good clear record and marketable title to the Property, free from encumbrances except the Permitted Encumbrances and any others which Purchaser has accepted or waived pursuant to the provisions of this Agreement.

10.2 Purchaser's Representations and Warranties. As a material inducement to Seller to execute this Agreement and consummate this transaction, Purchaser represents and warrants to Seller that:

(a) Organization and Authority. Purchaser has been duly organized and validly exists as a nonstock corporation in good standing in the Commonwealth of Virginia. Purchaser has the full right and authority to and has obtained any and all consents required to enter into this Agreement and to consummate or cause to be consummated the transactions contemplated hereby. This Agreement has been, and all of the documents to be delivered by Purchaser at the Closing will be, authorized and

properly executed and constitutes, or will constitute, as appropriate, the valid and binding obligation of Purchaser, enforceable in accordance with their terms.

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

(c) Anti-Terrorism Laws. Purchaser is not a Prohibited Person, and does not engage in any dealings or transactions, nor is otherwise associated, with any Prohibited Person.

10.3 AS-IS. Except for (and subject to) the representations and warranties of Seller set forth in this Agreement:

(a) Seller is not making and has not made any representations or warranties of any kind or character, express or implied, with respect to the Property, including any warranties or representations as to habitability, merchantability, fitness for a particular purpose, the compliance of the Property with laws, the physical condition of the Property and/or the presence or absence of hazardous or toxic materials or chemicals in, at or under the Property.

(b) Purchaser shall rely solely on its own investigation with respect to the Property, including the Property's physical, environmental and economic condition and the compliance or lack thereof with any laws. Purchaser acknowledges that it is being given the full opportunity to inspect and investigate each and every aspect of the Property during the Feasibility Period, either independently or through agents, representatives or experts of Purchaser's choosing, as Purchaser considers necessary or appropriate.

(c) Subject to the representations and warranties of Seller set forth in this Agreement, Purchaser acknowledges and agrees: (A) that the sale of the Property is being made on an "as-is" basis, and (B) that, upon Closing, Seller shall sell and convey to Purchaser and Purchaser shall accept the Property in its "AS IS, WHERE IS, CONDITION."

10.4 Damages; Survival. In the event that any of the above representations and warranties are untrue in any material respect on the Closing Date, then the parties shall have the remedies set forth in Article 11 below, provided however, that Purchaser shall only have the right to recover Purchaser's Expenses (as defined in Section 11.2 below) and other damages if the untrue Seller representation or warranty was untrue when made (and to the extent made to Seller's actual knowledge, Seller knew of the untruth) or Seller shall have intentionally caused the representation or warranty to become untrue between the Effective Date and Closing. All of the representations and warranties contained in Article 10 shall survive the Closing for six (6) months.

ARTICLE 11. DEFAULT AND DAMAGES

11.1 Default by Purchaser. If Purchaser defaults in the payment of the Purchase Price, or if Purchaser shall default in the performance of any of its other material obligations to be performed on or before the Closing Date and Purchaser fails to cure or correct such failure of performance of such other material obligations within ten (10) days after Seller has given Purchaser written notice thereof, then Seller's sole remedy by reason thereof shall be to terminate this Agreement and retain the Deposit, the

Additional Deposit and the Independent Contract Consideration (as defined in Section 13.16) as liquidated damages, and thereafter Purchaser and Seller shall have no further rights or obligations under this Agreement except for those that are expressly provided in this Agreement to survive the termination hereof, it being understood and agreed that Seller is hereby releasing and/or waiving any right it might have to sue for damages, in lieu of any other claims or causes of action which may be available to Seller at law or in equity by reason of such default hereunder by Purchaser. The foregoing forfeiture of the Deposit and the Additional Deposit to Seller is agreed upon as liquidated damages by the parties hereto because of the difficulty of ascertaining the actual damages Seller may suffer by reason of Purchaser's breach of this Contract.

11.2 Default by Seller. In the event that Seller breaches this Agreement, and Seller fails to cure or correct such failure of performance within ten (10) days after Purchaser has given Seller written notice thereof, then Purchaser shall have the right to (i) terminate this Agreement, receive the return of its Deposit and Additional Deposit from Seller and payment of its actual, documented third party costs incurred related to the Proposed Development after the execution of this Agreement, such costs to be in an amount not to exceed One Hundred Thousand and No/100 Dollars (\$100,000.00) ("Purchaser's Expenses"), and pursue a cause of action to recover Purchaser's Expenses and other damages caused by Seller's breach (provided that Purchaser shall not be entitled to pursue an award of punitive, consequential or exemplary damages), (ii) obtain specific performance of this Agreement, or (iii) consummate the transactions contemplated by this Agreement in accordance with the provisions of this Agreement.

ARTICLE 12.
INTENTIONALLY OMITTED

ARTICLE 13.
MISCELLANEOUS

13.1 Parties Bound. Purchaser may assign this Agreement in whole or in part without the prior consent of Seller to any partnership, corporation, limited liability company or other entity which is under common control with Purchaser, or which controls, or is controlled by, Purchaser, or in connection with any joint venture of which Purchaser is a managing member or general partner. Any other assignment by Purchaser of this Agreement except as expressly permitted in the immediately preceding sentence shall be subject to Seller's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Upon any such permitted or approved assignment by Purchaser of this Agreement and the assumption by the assignee of all obligations of Purchaser hereunder, Purchaser shall promptly deliver a copy thereof to Seller. No assignment shall relieve the assigning party from any liability hereunder that arises before such assignment. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the respective legal representatives, successors, assigns, heirs, and devisees of the parties.

13.2 Headings. The article and section headings of this Agreement are for convenience only and in no way limit or enlarge the scope or meaning of the language hereof.

13.3 Invalidity and Waiver. If any portion of this Agreement is held invalid or inoperative, then so far as is reasonable and possible the remainder of this Agreement shall be deemed valid and operative, and effect shall be given to the intent manifested by the portion held invalid or inoperative. The failure by either party to enforce against the other any term or provision of this Agreement shall not be deemed to be a waiver of such party's right to enforce against the other party the same or any other such term or provision in the future.

13.4 Governing Law; Jurisdiction; Venue. This Agreement shall be governed by and construed under the laws of the Commonwealth of Virginia. To the extent permitted by law and this Agreement, the parties irrevocably agree that if there is cause for any litigation or adjudication under this Agreement, including but not limited to any interpleader concerning any portion of the Deposit or Additional Deposit, the exclusive jurisdiction and venue for such litigation or adjudication shall be in the Circuit Court of the County of Fairfax, Virginia or in the United States District Court for the Eastern District of Virginia, Alexandria Division. This Agreement shall be governed by the laws of the Commonwealth of Virginia and the laws of the United States pertaining to transactions in Virginia, without reference to its choice of law principles.

13.5 Survival. Unless otherwise expressly stated in this Agreement, the covenants, obligations, representations and agreements contained in this Agreement shall survive the Closing for a period of six (6) months.

13.6 No Third Party Beneficiary. Except as otherwise expressly provided herein, this Agreement is not intended to give or confer any benefits, rights, privileges, claims, actions, or remedies to any person or entity as a third party beneficiary or otherwise.

13.7 Entirety and Amendments. This Agreement embodies the entire agreement between the parties and supersedes all prior agreements and understandings relating to the Property. This Agreement may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought.

13.8 Time. Time is of the essence of this Agreement.

13.9 Attorneys' Fees. Should either party hereto institute any action or proceeding to enforce any provision hereof or for damages by reason of an alleged breach of any provision of this Agreement or for any other judicial remedy, the prevailing party shall be entitled to receive from the losing party all reasonable attorneys' fees and all court costs in connection with said proceeding and any costs incurred in the enforcement of such party's rights hereunder.

13.10 Notices. All notices required or permitted hereunder shall be in writing and shall be served on the parties at the addresses set forth below. Any such notices shall be either (a) sent by overnight delivery using a nationally recognized overnight courier, in which case notice shall be deemed delivered on the date of deposit with such courier, (b) sent by email, with written confirmation, followed by a nationally recognized overnight courier sent the same day as the email, in which case notice shall be deemed delivered upon receipt of confirmation of transmission of such email notice, or (c) sent by personal delivery, in which case notice shall be deemed delivered upon receipt. Any notice sent by email or personal delivery and delivered after 5:00 p.m. eastern standard time shall be deemed received on the next business day. A party's address may be changed by written notice to the other party; provided, however, that no notice of a change of address or email address shall be effective until actual receipt of such notice. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of such notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice. Any notices to be sent hereunder by Purchaser or by Seller may, at the option of such party, be given by such party's attorney, and any such notice given by such party's attorney shall be deemed to be effective notice for all purposes under this Agreement.

SELLER: First Christian Church of Falls Church
6165 Leesburg Pike
Falls Church, Virginia 22044
Telephone: _____
Email: _____
Attn: _____

With a copy to: Odin, Feldman & Pittleman, P.C.
1775 Wiehle Ave, Suite 400
Reston, Virginia 20190
Telephone: (703) 218-2100
Email: john.mcbride@ofplaw.com; amber.burke@ofplaw.com
Attn: John L. McBride, Esq. and Amber K. Burke, Esq.

PURCHASER: Wesley Housing Development Corporation
5515 Cherokee Avenue, Suite 200
Alexandria, Virginia 22312
Telephone: (703) 642-3830
Email: smurphy@whdc.org
Attn: Shelley Murphy, President/CEO

With a copy to: Bean, Kinney & Korman, P.C.
2300 Wilson Boulevard, 7th Floor
Arlington, Virginia 22201
Telephone: (703) 525-4000
Email: jkinney@beankinney.com
Attn: Jonathan C. Kinney, Esq.

ESCROW AGENT: Mark Fitzgerald
Stewart Title & Escrow, Inc.
10505 Judicial Drive, Suite 300
Fairfax, Virginia 22030
Telephone: (703) 352-2922
Email: MFITZ@stewart.com

13.11 Construction. The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

13.12 Date of Performance. The expiration of any period of time prescribed in this Agreement shall occur at 5:00 p.m. of the last day of the period. Should any period of time specified herein end on a Saturday, Sunday or legal holiday, the period of time shall automatically be extended to 5:00 p.m. of the next full business day.

13.13 Execution in Counterparts, Electronic Signature. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Agreement. To facilitate execution of this Agreement, the parties may execute and exchange by email counterparts of the signature pages. Except as may otherwise be provided herein, this Agreement, any amendment hereto, and any notice delivered hereunder, may be signed and delivered either in traditional hard copy paper form with original signatures, or in electronic form, limited to digital

versions (such as .pdf, .tif, and .jpeg) sent by email. When either such form is used as permitted hereunder, such documents and the signatures thereon are intended by the parties to be, and shall be, binding and enforceable between the parties upon full execution and delivery. Such permitted electronic forms shall be treated as original documents, with a presumption of authenticity.

13.14 Waiver of Jury Trial. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

13.15 Weekends and Holidays. If any period of time ends, or if any act is required to be performed, on a day other than a business day, then the applicable period of time shall be deemed to expire, or the date required for the performance of the appropriate obligation shall be deemed to be extended, on the next business day following the applicable date of performance. For purposes of this Section 13.15, the day following Thanksgiving shall be deemed to be a legal holiday.

13.16 Independent Contract Consideration. Upon Sellers execution of this Agreement, Purchaser shall deliver payment in the amount of ONE HUNDRED AND NO/100 Dollars (\$100.00) to Seller as earned consideration for entering into this Agreement.

ARTICLE 14 POST CLOSING COOPERATION

14.1 At closing hereunder, Seller and Purchaser agree to execute and record among the County land records at the mutual expense at Seller and Purchaser a development and/or reciprocal easement agreement to implement the Proposed Development (the "Development Agreement"). The Development Agreement shall provide, among other matters, that Purchaser or Seller, as the case may be, will timely grant to the other party or to the appropriate Governmental Authority or utility company any easements or rights-of-way necessary in order to facilitate the development of the Land in accordance with the final and unappealable approved Entitlements and/or in accordance with any other governmental approvals, without the requesting party being required to pay any fee or other payment to the requested party to obtain such easements or rights-of-way (but the requesting party shall be required to pay all costs and expenses for the preparation and recordation of the applicable deeds and plats), provided that neither party shall be obligated to dedicate any such right-of-way or grant any such easement which would have a material adverse impact upon the development, marketing, sale or use of the granting party's property or materially increase the cost of such party's intended development and construction. In addition, if applicable, the Development Agreement shall provide for (i) the respective maintenance obligations of the owners of the Property and the Church Parcel, of any amenities and/or shared facilities that are included within the final and unappealable approved Entitlements and (ii) for mutual cooperation by and between Seller and Purchaser in connection with the future development and construction on the Property and the Church Parcel. At the time that Purchaser delivers the first submission of the Site Plan (the "Initial Site Plan") to Seller for review and approval pursuant to Section 6.2 above, the parties shall together determine the conceptual matters to be included within the Development Agreement. Seller shall then submit a draft of the Development Agreement to Purchaser within twenty-one (21) days after the later of the Entitlement Agreement Period or the Entitlement Election Period for such Initial Site Plan review and approval. Purchaser shall provide its comments to the draft Development Agreement within ten (10) days of receipt ("Purchaser's Development Agreement Review Period"). The parties agree to work together to develop a form of the Development Agreement within thirty (30) days after the expiration of Purchaser's Development Agreement Review Period (the "Development Agreement Deadline"). The form of the Development Agreement as agreed upon by Seller and Purchaser shall be attached hereto as Exhibit "I"

and incorporated herein by reference no later than the Development Agreement Deadline. In the event that Seller and Purchaser are unable to reach agreement on the form and substance of the Development Agreement on or before the Development Agreement Deadline, then either party shall be entitled to terminate this Agreement by delivery of written notice thereof to the other party on or before the Development Agreement Deadline, and thereupon the parties hereto shall have no further rights or obligations hereunder except for those rights and obligations which specifically survive termination hereunder, the Deposit shall be delivered to Seller and the Additional Deposit shall be returned to Purchaser.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

[SIGNATURES BEGIN ON FOLLOWING PAGE]

SIGNATURE PAGE TO PURCHASE AND SALE AGREEMENT
BY AND BETWEEN
FIRST CHRISTIAN CHURCH OF FALLS CHURCH
AND
WESLEY HOUSING DEVELOPMENT CORPORATION OF NORTHERN VIRGINIA

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written below.

SELLER:

FIRST CHRISTIAN CHURCH OF FALLS CHURCH,
a Virginia nonstock corporation

BY:

Name:

Title:

Date:

Daniel J. Vandruff
[] *Sarah J. Vandruff*
[] *Moderator*
7/11/2018

PURCHASER:

WESLEY HOUSING DEVELOPMENT CORPORATION OF NORTHERN VIRGINIA,
a Virginia nonstock corporation

BY:

Name:

Title:

Date:

Shelley S. Murphy
President

Exhibits to Agreement

Exhibit A—Greater Church Property [attached]

Exhibit B—Property [attached]

Exhibit C—Escrow Agreement [attached]

Exhibit D—Property Information [to be provided by Seller]

Exhibit E—Special Warranty Deed [to be executed and delivered by the Parties at Closing]

Exhibit F—Seller's 10-Year Certification [to be executed and delivered by the Seller at Closing]

Exhibit G—Pending Actions or Proceedings [to be attached by Seller]

Exhibit H—Violations [to be attached by Seller]

Exhibit I—Development Agreement [to be attached by the parties within sixty (60) days of the Effective Date]

SIGNATURE PAGE TO PURCHASE AND SALE AGREEMENT
BY AND BETWEEN
FIRST CHRISTIAN CHURCH OF FALLS CHURCH
AND
WESLEY HOUSING DEVELOPMENT CORPORATION OF NORTHERN VIRGINIA

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written below.

SELLER:

FIRST CHRISTIAN CHURCH OF FALLS CHURCH,
a Virginia nonstock corporation

BY: _____

Name: []

Title: []

Date: _____

PURCHASER:

WESLEY HOUSING DEVELOPMENT CORPORATION OF NORTHERN VIRGINIA,
a Virginia nonstock corporation

BY: _____

Name: Shelly S. Murphy

Title: President

Date: 7/11/18

Exhibits to Agreement

Exhibit A—Greater Church Property [attached]

Exhibit B—Property [attached]

Exhibit C—Escrow Agreement [attached]

Exhibit D—Property Information [to be provided by Seller]

Exhibit E—Special Warranty Deed [to be executed and delivered by the Parties at Closing]

Exhibit F—Seller's 10-Year Certification [to be executed and delivered by the Seller at Closing]

Exhibit G—Pending Actions or Proceedings [to be attached by Seller]

Exhibit H—Violations [to be attached by Seller]

Exhibit I—Development Agreement [to be attached by the parties within sixty (60) days of the Effective Date]

Exhibit A

Greater Church Parcel Legal Description

[TO BE PREPARED BY TITLE COMPANY AFTER RECEIPT OF SURVEY]

Exhibit B

Property

Exhibit C

Escrow Agreement

[form attached]

Escrow Agreement

_____, 2018

Mark Fitzgerald
Sr. Vice President
Stewart Title and Escrow, Inc.
10505 Judicial Drive, Suite 300
Fairfax, VA 22030

Re: Deposit under Purchase and Sale Agreement dated _____, 2018, between Wesley Housing Development Corporation ("Purchaser") and First Christian Church of Falls Church ("Seller").

Dear Ms. Kinard:

Delivered herewith by Purchaser to you (the "Escrow Agent") is the sum of Twenty-Five Thousand and No/100 Dollars (\$25,000.00) as the initial deposit (the "Deposit") under the above-captioned contract (the "Agreement") by Purchaser's wire transfer of funds. In addition, pursuant to Section 3.2 of the Agreement, Purchaser may be delivering to you an additional deposit in the amount of Seventy-Five Thousand and No/100 Dollars (\$75,000.00) by Purchaser's wire transfer of funds (the "Additional Deposit"),

The Deposit or Additional Deposit, as applicable, shall be delivered by Escrow Agent to Purchaser upon the expiration of five (5) business days after Purchaser's certification to Escrow Agent stating that Seller is in default under the Agreement, specifying Seller's default, and stating that Purchaser is entitled to a return of the Deposit or Additional Deposit, as applicable, or that Purchaser has terminated the Agreement pursuant to a termination right permitted under the Agreement and is entitled to a return of the Deposit or Additional Deposit, as applicable, with a copy of said certification simultaneously being delivered by Purchaser to Seller. However, if prior to the expiration of such five (5) business day period Seller sends written notice to Escrow Agent (with a copy simultaneously delivered to Purchaser) disputing Purchaser's entitlement to the Deposit or Additional Deposit, as applicable, then Escrow Agent shall retain the Deposit or Additional Deposit, as applicable until such dispute is resolved by (i) written instructions to Escrow Agent signed by Seller and Purchaser, or (ii) a decree by a court of competent jurisdiction and the expiration of all appeal periods.

Escrow Agent shall deliver the Deposit or Additional Deposit, as applicable to Seller upon the expiration of five (5) business days after Seller's certification to Escrow Agent stating that Purchaser is in default under the Agreement, specifying Purchaser's default, and stating that Seller is entitled to a forfeiture of the Deposit or Additional Deposit, as applicable, with a copy of said certification simultaneously being delivered by Seller to Purchaser. However, if prior to the expiration of such five (5) business day period Purchaser sends written notice to Escrow Agent disputing such default (with a copy simultaneously delivered to Seller), then Escrow Agent shall retain the Deposit or Additional Deposit, as applicable until such dispute is resolved by (i) written instructions to Escrow Agent signed by Seller and Purchaser, or (ii) a decree by a court of competent jurisdiction and the expiration of all appeal periods.

Escrow Agent shall hold the Deposit or Additional Deposit, as applicable in a separate interest-bearing account (which identifies the fact that Escrow Agent is holding the Deposit or Additional Deposit, as applicable, in escrow, pursuant to the terms of this escrow letter and that Escrow Agent has no ownership interest in the Deposit or Additional Deposit, as applicable) pursuant to Article 3 of the

Agreement, and the Deposit or Additional Deposit, as applicable shall not be commingled with any funds of Escrow Agent.

In no event shall Escrow Agent be liable for any act or failure to act under the provisions of this escrow letter except where its acts are the result of its gross negligence or willful misconduct. Escrow Agent shall perform no further duties other than those hereinabove described.

Seller and Purchaser hereby indemnify Escrow Agent against any loss, liability, or damage (including costs of litigation and reasonable counsel fees) arising from and in connection with the performance of its duties under this escrow letter, except to the extent caused by Escrow Agent's gross negligence or willful misconduct. Should any dispute arise with respect to this escrow letter, whether such dispute arises between the parties hereto and others, or merely between themselves, it is understood and agreed that Escrow Agent may interplead such dispute and Seller and Purchaser (whichever is the non-prevailing party) will hold the Escrow Agent harmless and indemnify it against all consequences and expenses which may be incurred by Escrow Agent in connection therewith, except to the extent caused by Escrow Agent's gross negligence or willful misconduct.

The fee of the Escrow Agent for its services hereunder shall be paid by Purchaser.

Please indicate your receipt of the Deposit and your acceptance of the foregoing provisions of this escrow letter by signing three copies of this letter.

Very truly yours,

Purchaser:

WESLEY HOUSING DEVELOPMENT
CORPORATION OF NORTHERN VIRGINIA,
a Virginia nonstock corporation

BY: 

Name: Shelley S. Murphy

Title: President

Date: 7/11/18

Seller:

FIRST CHRISTIAN CHURCH OF FALLS CHURCH,
a Virginia nonstock corporation

BY: _____

Name: []

Title: []

Date: _____

Accepted and Agreed to:

Escrow Agent:

STEWART TITLE AND ESCROW, INC.

By: _____

Name: _____

Title: _____

Date: _____

Exhibit D

Property Information

To the extent that the following are in the possession of Seller:

- (a) All surveys, including the Existing Survey, plats, site plans, specifications, appraisals and architectural drawings relating to the Property and the improvements.
- (b) All engineering, architectural, zoning, access and similar documents relating to the Property.
- (c) Copies of any Service Contracts, and of any contracts that cannot be canceled upon less than thirty (30) days' notice without penalty, licenses, maintenance agreements, concessions, forms of leases (and tenant files which will be made available to the Purchaser at the offices of Seller), occupancy or use restriction agreements applicable to the Property, together with any amendments, clarifications or letter agreements concerning such leases or occupancies.
- (d) A list of all threatened, pending or ongoing claims or lawsuits and all outstanding judgments relating to the Property or Seller including, a list of any and all insurance claims filed in writing relating to the Property, in excess of Five Thousand Dollars (\$5,000.00).
- (e) Copies of all permits, reports, notices, correspondence and other documents related to hazardous or toxic materials, substances or wastes related to, found or disposed of in or on the Property sent to or received from any federal, state or local agency.
- (f) A copy of the most recent existing title policy and all endorsements thereto, together with copies of all matters shown thereon as exceptions to title.
- (f) Any notices from state and local agencies regarding underground storage tanks at the Property.
- (g) Any notices of any zoning, safety, building, fire, environmental, health code, or other violations not heretofore cured.
- (h) Documentation of Seller's organizational documents, or any other agreement establishing ownership rights and obligations.
- (i) All bills for real estate and other taxes affecting the Property, and a copy of any notice of proposed taking, condemnation or special assessment with respect to the Property.

Exhibit E

Form of Warranty Deed

[Attached]

SPECIAL WARRANTY DEED

Prepared by: Jonathan C. Kinney, Esq. Bean, Kinney & Korman, P.C. 2300 Wilson Boulevard, 7 th Floor Arlington, VA 22201 Phone: (703) 525-4000 VIRGINIA STATE BAR #12016 Email: jkinney@beankinney.com	Map No. 0513-01-0025 Consideration: \$ _____ Assessed Value: \$ _____ Grantee's Address: Wesley Housing Development Corporation Attention: Shelley Murphy, President/CEO 5515 Cherokee Avenue, Suite 200 Alexandria, Virginia 22312
Following recording return to:	

THIS SPECIAL WARRANTY DEED, made as of the _____ day of _____, 2018, by and between **FIRST CHRISTAN CHURCH OF FALLS CHURCH**, a Virginia nonstock corporation (the "Grantor") and **WESLEY HOUSING DEVELOPMENT CORPORATION OF NORTHERN VIRGINIA**, a Virginia nonstock corporation (the "Grantee").

WITNESSETH:

That for and in consideration of the sum of Ten Dollars and No/100 (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the said Grantor does hereby grant, bargain, sell and convey in fee simple absolute, with Special Warranty, unto the said Grantee, its successors and assigns, all that certain lot or parcel of land situated in the County of Fairfax, Virginia, and being more particularly described in Exhibit A attached hereto and incorporated herein by this reference.

TOGETHER with the improvements and fixtures thereon and all rights, privileges, easements, benefits and agreements appurtenant thereto.

TO HAVE AND TO HOLD, the above described land and premises unto the said Grantee, its successors and assigns forever, in fee simple.

This conveyance is made subject to easements, rights of way, covenants, conditions and restrictions of record in the chain of title to the above-described property.

Grantor will warrant specially the property described herein and execute such further assurances of said transfer of the property as may be requisite.

[*A separate deed of transfer of density rights shall be executed by the parties transferring a the Conveyed Density being purchased from the Greater Church Property (less and except the Reserved Density), as permitted and required by Fairfax County, to memorialize the transfer of density rights in the land records.]

EXHIBIT A
[to Special Warranty Deed]

LEGAL DESCRIPTION

[TO BE PREPARED BY TITLE COMPANY AFTER RECEIPT OF SURVEY]

Exhibit F

Form of Seller's 10-Year Certification

SELLER'S 10-YEAR CERTIFICATION

The undersigned Seller, **FIRST CHRISTIAN CHURCH OF FALLS CHURCH**, a Virginia nonstock corporation, hereby certifies to **WESLEY HOUSING DEVELOPMENT CORPORATION OF NORTHERN VIRGINIA**, a Virginia nonstock corporation, that Seller (or the trustees of Seller's unincorporated predecessor-in-interest (collectively with Seller, the "Seller Parties")) has been the record owner of certain real property located at 6165 Leesburg Pike, Falls Church, Virginia (Map No. 0513-01-0025) (the "**Property**"), for more than ten (10) years from the date hereof, having acquired the Property from [] via Deed dated [] and recorded on [] in Deed Book [], at page [], among the land records of Fairfax County, Virginia.

IN WITNESS WHEREOF, the undersigned Seller has executed this Certificate as of the _____ day of _____, 2018.

SELLER:

FIRST CHRISTIAN CHURCH OF FALLS CHURCH, a Virginia nonstock corporation

By: _____ (Seal)

Name: []

Title: []

Exhibit G

Pending Actions or Proceedings

As of the date of Closing, there are no known pending actions or proceedings against Seller or the Property except as set out below:

[SELLER TO PROVIDE LIST]

Exhibit H

Violations

As of the date of Closing, there are no known zoning, safety, building, fire, environmental, health code, or other violations affecting the Property except as set out below:

[SELLER TO PROVIDE LIST]

Exhibit I

Development Agreement

[Form to be attached]

FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT (the "First Amendment") is hereby entered into as of this 24th day of September, 2018 (the "Effective Date"), by and between FIRST CHRISTIAN CHURCH OF FALLS CHURCH, a Virginia nonstock corporation (the "Seller") and WESLEY HOUSING DEVELOPMENT CORPORATION OF NORTHERN VIRGINIA, a Virginia nonstock corporation and/or its permitted successors or assigns (the "Purchaser").

RECITALS:

A. Seller and Purchaser have previously entered into a certain Purchase and Sale Agreement dated July 11, 2018 (the "Contract"), covering certain property located in Fairfax County, Virginia, as more particularly described in the Contract, to which reference is hereby made for all purposes.

B. Seller and Purchaser desire to enter into this First Amendment in accordance with the terms and conditions contained herein.

C. Except as otherwise expressly provided herein to the contrary, all capitalized terms used in this First Amendment, including in the foregoing Recitals, shall have the same meanings as are attributed thereto in the Contract.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises, the mutual rights and obligations hereunder and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser hereby amend Section 6.1 of the Contract to provide that the Zoning Interpretation Deadline shall expire on October 31, 2018 for all purposes under the Contract.

No other amendments or modifications to the Contract are made or intended hereby, and the Contract, as amended by this First Amendment, is hereby ratified and confirmed by the parties hereto and shall be and remain in full force and effect.

This First Amendment may be executed in multiple original counterparts, each of which shall be an original, but all of which together shall constitute one and the same First Amendment. For purposes of execution and delivery of this First Amendment, a signature by any party which is delivered by such party to the other party by facsimile or by electronic mail transmission shall be binding upon the delivering party as an original signature to this First Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed effective as of the "Effective Date" set forth on Page 1 of this First Amendment.

SELLER:

FIRST CHRISTIAN CHURCH OF FALLS CHURCH,
a Virginia nonstock corporation

BY: Sarah J. Vanduff
Name: [] Sarah J. Vanduff
Title: [] Moderator
Date: 9/27/2018

PURCHASER:

WESLEY HOUSING DEVELOPMENT CORPORATION OF NORTHERN VIRGINIA,
a Virginia nonstock corporation

BY: Shelley S. Murphy
Name: Shelley S. Murphy
Title: President
Date: 9/29/18

#4039321v1 084723/000003

SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT (the "Second Amendment") is hereby entered into as of this 3rd day of July, 2019 (the "Second Amendment Effective Date"), by and between **FIRST CHRISTIAN CHURCH OF FALLS CHURCH**, a Virginia nonstock corporation (the "Seller") and **WESLEY HOUSING DEVELOPMENT CORPORATION OF NORTHERN VIRGINIA**, a Virginia nonstock corporation and/or its permitted successors or assigns (the "Purchaser").

RECITALS:

A. Seller and Purchaser have previously entered into a certain Purchase and Sale Agreement dated July 11, 2018, as subsequently amended by that certain First Amendment to Purchase and Sale Agreement with an effective date of September 24, 2018 (collectively, the "Agreement"), covering certain property located in Fairfax County, Virginia, as more particularly described in the Agreement, to which reference is hereby made for all purposes.

B. Seller and Purchaser desire to enter into this Second Amendment in accordance with the terms and conditions contained herein.

C. Except as otherwise expressly provided herein to the contrary, all capitalized terms used in this Second Amendment, including in the foregoing Recitals, shall have the same meanings as are attributed thereto in the Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises, the mutual rights and obligations hereunder and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser hereby amend the Agreement, as follows:

1. Section 3.2 of the Agreement, entitled "Additional Deposit" is hereby amended to provide that the Additional Deposit shall be delivered by Purchaser in escrow with the Escrow Agent within thirty-five (35) days after the effective date of the non-appealable approval by Fairfax County of the Rezoning (as defined below) of the Property to either an R-4 or R-5 Zoning District and the approval of the Special Exception (as defined below).

2. Purchaser and Seller hereby acknowledge that they were unable to obtain the Zoning Interpretation from Fairfax County referenced in Subsections (a) and (b) of Section 6.1 of the Agreement, entitled "Entitlements" and that Seller hereby elects to proceed under Section 6.1(b) of the Agreement.

3. Section 6.1(b) of the Agreement is hereby deleted in its entirety and the following provision is inserted in its place and stead:

(b) At the time Purchaser and Seller file a Comprehensive Plan Amendment (the "CPA"), they shall request the County Board of

Supervisors to allow a concurrent application for (i) rezoning of the Greater Church Property to the R-4 or R-5 classification (as defined by the County Zoning Ordinance) (the "Rezoning"), and (ii) the Special Exception(s) identified below.

- (i) Within sixty (60) days after September 3, 2019, Purchaser shall submit the CPA application. In the event that the County Board of Supervisors declines to initiate staff review of the CPA on or before December 30, 2020, then this Agreement shall automatically terminate, the Deposit shall be delivered to Seller and the parties hereto shall have no further rights or obligations hereunder, except for those which expressly survive.
- (ii) In the event that the County Board of Supervisors does initiate review of the CPA on or before December 30, 2020, then Purchaser shall file the Rezoning and Special Exception applications within sixty (60) days following the approval of the CPA if concurrent processing of the Rezoning and Special Exception are not allowed.

4. Section 6.1(e) of the Agreement is hereby deleted in its entirety and the following provision is inserted in its place and stead:

(e) Subject to Seller's Approval Rights under Section 6.2 below, Purchaser shall diligently pursue final (and unappealable) approval by the applicable Governmental Authorities of the CPA, the Rezoning, the Special Exception and a Special Permit Amendment for the Church use, and the Property Division and Site Plan (the "Entitlements") on or before the date which is twenty (20) months after the formal initiation by the Fairfax County Board of Supervisors of the CPA (the "Entitlements Period") but in no event later than the Outside Closing Date. For all purposes hereunder, Purchaser shall be deemed to have obtained final and unappealable approval of the Entitlements when the Entitlements (subject to Seller's Approval Rights) have been approved by all necessary and appropriate Governmental Authorities, and all applicable appeal periods have expired without an appeal having been filed or (if an appeal is filed) the entry of a final decree by a court of competent jurisdiction upholding the Entitlements approval and the expiration of all applicable appeal periods without an appeal of such decree having been filed. In the event that Purchaser has not obtained final and unappealable approval of the applicable Entitlements on or before the expiration of the Entitlements Period, then this Agreement shall automatically terminate, the Deposit shall be delivered to Seller, the

Additional Deposit shall be delivered to Purchaser and the parties hereto shall have no further rights or obligations hereunder.

5. Section 6.4 of the Agreement, entitled "Joint Community Outreach" is hereby deleted in its entirety and the following provision is inserted in its place and stead:

6.4 Joint Community Outreach. In seeking the Comprehensive Plan Amendment and the Entitlements, Purchaser and Seller are committed to a vibrant community-driven process designed to involve neighboring property owners in the pursuit of the Proposed Development. The Purchaser agrees to, within sixty (60) days after the Effective Date of this Second Amendment, submit a proposed plan for community outreach to Seller ("Community Outreach Plan"), and Seller shall provide its comments to the Community Outreach Plan within twenty (20) days of receipt. The parties agree to work together to develop a final Community Outreach Plan.

6. Section 6.5 of the Agreement, entitled "Tax Credits" is hereby amended to provide as follows:

In the event that Purchaser has not obtained final and unappealable approval of the applicable Entitlements on or before February 1, 2022;

- First Tax Credits Application Deadline shall be March 30, 2022
- First Tax Credits Deadline shall be June 30, 2022
- First Tax Credits Construction Closing Deadline shall be December 31, 2023

In the event that Purchaser has not obtained final and unappealable approval of the applicable Entitlements on or before February 1, 2023;

- Second Tax Credits Application Deadline shall be March 30, 2023
- Second Tax Credits Deadline shall be June 30, 2023
- Second Tax Credits Construction Closing Deadline shall be December 31, 2024.

7. Section 8.1(a) of the Agreement is hereby amended to provide that the Outside Closing Date shall be December 31, 2024. Notwithstanding this outside closing date, should the County not provide approval of the necessary entitlements by February 1, 2022 and Wesley is forced to miss the First Tax Credits Application Deadline, the parties hereto agree that Wesley will always have an opportunity to submit a Tax Credit Application in at least two application rounds should the first not be successful. Purchaser shall have the option to extend the Outside Closing Date for two (2) additional six (6) month periods (each, an "Extension Option"). If the Extension Option is exercised by the Purchaser, Purchaser shall pay to Seller a payment of Ten Thousand and No/100 Dollars (\$10,000.00) for each exercise of the Extension Option (each, an "Option Payment"). The Option Payments shall not be applied to the purchase price, and shall be delivered to the Seller at least ten (10) days prior to the Outside Closing Date, as may be extended in accordance with this Section.

8. Any term not otherwise defined in this Second Amendment shall have the same meaning ascribed to such term in the Agreement.

9. This Second Amendment may be executed in multiple original counterparts, each of which shall be an original, but all of which together shall constitute one and the same Second Amendment. For purposes of execution and delivery of this Second Amendment, a signature by any party which is delivered by such party to the other party by facsimile or by electronic mail transmission shall be binding upon the delivering party as an original signature to this Second Amendment.

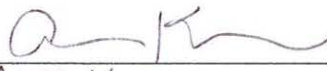
10. No other amendments or modifications to the Agreement are made or intended hereby, and the Agreement, as amended by this Second Amendment, is hereby ratified and confirmed by the parties hereto and shall be and remain in full force and effect.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be executed effective as of the "Second Amendment Effective Date" set forth on Page 1 of this Second Amendment.


SELLER:

FIRST CHRISTIAN CHURCH OF FALLS CHURCH,
a Virginia nonstock corporation

BY: 
Name: Anna Keenan
Title: FCCFC Board Moderator
Date: June 23, 2019

PURCHASER:

WESLEY HOUSING DEVELOPMENT CORPORATION
OF NORTHERN VIRGINIA, a Virginia nonstock corporation

BY: 
Name: Shelley S. Murphy
Title: President
Date: 7/3/19

Signature page to Second Amendment to Purchase and Sale Agreement
by and between First Christian Church of Falls Church and Wesley Housing
Development Corporation of Northern Virginia.

THIRD AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS THIRD AMENDMENT TO PURCHASE AND SALE AGREEMENT (the "Third Amendment") is hereby entered into as of this 4th day of October, 2023 (the "Third Amendment Effective Date"), by and between **FIRST CHRISTIAN CHURCH OF FALLS CHURCH**, a Virginia nonstock corporation (the "Seller") and **WESLEY HOUSING DEVELOPMENT CORPORATION OF NORTHERN VIRGINIA**, a Virginia nonstock corporation and/or its permitted successors or assigns (the "Purchaser").

RECITALS:

A. Seller and Purchaser have previously entered into a certain Purchase and Sale Agreement dated July 11, 2018, as subsequently amended by that certain First Amendment to Purchase and Sale Agreement with an effective date of September 24, 2018, and as amended by that certain Second Amendment to Purchase and Sale Agreement with an effective date of July 3, 2019 (collectively, the "Agreement"), covering certain property located in Fairfax County, Virginia, as more particularly described in the Agreement, to which reference is hereby made for all purposes.

B. Seller and Purchaser desire to enter into this Third Amendment in accordance with the terms and conditions contained herein.

C. Except as otherwise expressly provided herein to the contrary, all capitalized terms used in this Third Amendment, including in the foregoing Recitals, shall have the same meanings as are attributed thereto in the Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises, the mutual rights and obligations hereunder and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser hereby amend the Agreement, as follows:

1. Section 6.5 of the Agreement, entitled "Tax Credits" is hereby amended to provide as follows:

- First 9% Tax Credits Application Deadline shall be March 30, 2024
- First 9% Tax Credits Award Notification shall be June 30, 2024
- First Tax Credits Construction Closing Deadline shall be December 31, 2025

In the event that Purchaser is not successful in securing an allocation of 9% LIHTCs in the March 2024 application cycle, a second application cycle will be permitted as follows:

- Second 9% Tax Credits Application Deadline shall be March 30, 2025
- Second 9% Tax Credits Award Notification shall be June 30, 2025
- Second Tax Credits Construction Closing Deadline shall be December 31, 2026.

IN WITNESS WHEREOF, the parties hereto have caused this Third Amendment to be executed effective as of the "Third Amendment Effective Date" set forth on Page 1 of this Third Amendment.

SELLER:

FIRST CHRISTIAN CHURCH OF FALLS CHURCH,
a Virginia nonstock corporation

BY: _____
Name: _____
Title: _____
Date: _____

PURCHASER:

WESLEY HOUSING DEVELOPMENT CORPORATION
OF NORTHERN VIRGINIA, a Virginia nonstock corporation


BY: Kith Maffee
Name: Kemilay McAfee
Title: President
Date: 10/4/2023

Signature page to Third Amendment to Purchase and Sale Agreement
by and between First Christian Church of Falls Church and Wesley Housing
Development Corporation of Northern Virginia.

IN WITNESS WHEREOF, the parties hereto have caused this Third Amendment to be executed effective as of the "Third Amendment Effective Date" set forth on Page 1 of this Third Amendment.

SELLER:

FIRST CHRISTIAN CHURCH OF FALLS CHURCH,
a Virginia nonstock corporation

BY: 
Name: Thomas R. Gillaspie
Title: Moderator
Date: 10-5-23

PURCHASER:

WESLEY HOUSING DEVELOPMENT CORPORATION
OF NORTHERN VIRGINIA, a Virginia nonstock corporation

BY: _____
Name: _____
Title: President
Date: _____

Signature page to Third Amendment to Purchase and Sale Agreement
by and between First Christian Church of Falls Church and Wesley Housing
Development Corporation of Northern Virginia.

Notice of Assignment of PSA

[first assignment 2024]

March 13, 2024

VIA EMAIL AND REGISTERED MAIL, RETURN RECEIPT REQUESTED

First Christian Church of Falls Church
6165 Leesburg Pike
Falls Church, Virginia 22044

Re: Notice of Assignment of Purchase and Sale Agreement for 6165 Leesburg pike, Falls Church,
Virginia 22044 (the “**Property**”)

Dear Steven Moore:

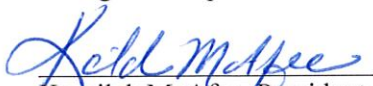
In accordance with Section 13.1 of that certain Purchase and Sale Agreement dated as of July 11, 2018, with First Christian Church of Falls Church, a Virginia nonstock corporation as Seller (“**Seller**”), and Wesley Housing Development Corporation of Northern Virginia, a Virginia nonstock corporation as Purchaser (“**Purchaser**”), the same as amended by that certain First Amendment to Purchase and Sale Agreement dated September 24, 2018, as amended by that certain Second Amendment to Purchase and Sale Agreement dated of July 3, 2019, and as amended by that certain Third Amendment to Purchase and Sale Agreement dated of October 4, 2023 (collectively, the “**Agreement**”), this letter serves as written notice to First Christian Church of Falls Church of the intent of Purchaser to assign its rights and obligations under the Agreement to an affiliate, Wesley FCC LLC, a Virginia limited liability company, under the Agreement by that certain Assignment and Assumption of Purchase Agreement (the “**Assignment**”). A copy of the Assignment is attached hereto as Exhibit A.

Feel free to contact Wesley Housing if you have any questions concerning the above mentioned Assignment. Please let us know if there are any questions concerning the Assignment.

Sincerely,

WESLEY HOUSING DEVELOPMENT CORPORATION OF NORTHERN VIRGINIA

a Virginia nonprofit, non-stock corporation,


Kamilah McAfee, President

cc:

John L. McBride, Esq. Odin, Feldman & Pittleman, P.C.

Amber K. Burke, Esq. Odin, Feldman & Pittleman, P.C.

Stewart Title & Escrow, Inc.

EXHIBIT A

Assignment and Assumption of Purchase Agreement

ASSIGNMENT AND ASSUMPTION OF PURCHASE AGREEMENT

This Assignment and Assumption of Purchase Agreement (“**Assignment**”), dated as of March 13, 2024, is made by and among Wesley Housing Development Corporation of Northern Virginia, a Virginia non-stock, nonprofit corporation (“**Assignor**”), and Wesley FCC LLC, a Virginia limited liability company (“**Assignee**”).

RECITALS

WHEREAS, Assignor entered into a Purchase and Sale Agreement dated as of July 11, 2018, with First Christian Church of Falls Church, a Virginia nonstock corporation as Seller, and Assignor as “Purchaser,” the same which was subsequently amended by that certain First Amendment to Purchase and Sale Agreement with an effective date of September 24, 2018, as amended by that certain Second Amendment to Purchase and Sale Agreement with an effective date of July 3, 2019, and as amended by that certain Third Amendment to Purchase and Sale Agreement with an effective date of October 4, 2023 (collectively, the “**Agreement**”), for the purchase of the “**Property**” as defined in the Agreement;

WHEREAS, pursuant to Section 13.1 of the Agreement, the Purchaser has the right to assign the Purchase Agreement, and any of its rights under the Purchase Agreement, to any related entity in which Purchaser or the principals thereof have a controlling interest, without the need to obtain the approval of Seller and without the payment of any additional consideration to Seller;

WHEREAS, Assignor has a controlling interest in Assignee, because Assignor is the sole member of Wesley FCC Managing Member LLC, a Virginia limited liability company, which is the managing member of Assignee; and

WHEREAS, Assignee was formed for the purpose of purchasing, owning, and developing the Property; and

WHEREAS, Assignor desires to assign its right, title and interests in, to and under the Purchase Agreement and the purchase of the Property, and Assignee desires to assume the same.

NOW, THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **Assignment and Assumption.** Assignor hereby assigns, sells, conveys, and transfers to Assignee all of Assignor’s right, title and interest in and to the Approved Agreement. Assignee hereby accepts the assignment and assumes all of Assignor’s right, title, and interest in and to the Approved Agreement, and agrees to be bound by, perform, keep, and observe all of the obligations, duties, liabilities, covenants, and agreements of Assignor with respect to the Approved Agreement to the same extent as if Assignee had been an original party to such agreement.
2. **Governing Law/Venue.** This Assignment will be governed by the law of the Commonwealth of Virginia, without regard to conflicts of laws principles. The parties agree to submit to the exclusive jurisdiction of the state and federal courts located in the Commonwealth of Virginia and further agree not to assert any objections or claims of hardship on account of such venue.

3. **Counterparts.** This Assignment may be executed in separate counterparts, each of which when taken together will constitute an original. PDF, TIF, facsimile, or other electronic images of signatures will be deemed originals for all purposes.
4. **Further Assurances.** The parties hereto agree to execute and deliver such further instruments and do further acts and things as may be reasonably required to carry out the intent and purposes of this Assignment.
5. **Binding Effect.** This Assignment will be binding upon and will inure to the benefit of the parties hereto and their respective successors and assigns.
6. **Recitals.** The Recitals above are hereby incorporated and made a part of this Assignment.

[Signature Page to Assignment and Assumption of Purchase Agreement]

The parties have duly executed this Assignment as of the day and year above stated.

ASSIGNOR:

WESLEY HOUSING DEVELOPMENT CORPORATION OF NORTHERN VIRGINIA,
a Virginia non-stock, nonprofit corporation

By: 
Kamilah McAfee
President and CEO

ASSIGNEE:

WESLEY FCC LLC
a Virginia limited liability company

By: Wesley FCC Managing Member LLC,
a Virginia limited liability company,
its managing member

By: Wesley Housing Development Corporation of Northern Virginia,
a Virginia non-stock, nonprofit corporation
its sole member

By: 
Kamilah McAfee
President and CEO

Notice of Assignment of PSA

[second assignment 2025]

January 14, 2025

VIA EMAIL AND REGISTERED MAIL, RETURN RECEIPT REQUESTED

First Christian Church of Falls Church
6165 Leesburg Pike
Falls Church, Virginia 22044

Re: Notice of Assignment of Purchase and Sale Agreement for 6165 Leesburg pike, Falls Church,
Virginia 22044 (the “**Property**”)

Dear Steve Moore and Steve Finley:

In accordance with Section 13.1 of that certain Purchase and Sale Agreement dated as of July 11, 2018, with First Christian Church of Falls Church, a Virginia nonstock corporation as Seller (“**Seller**”), and Wesley Housing Development Corporation of Northern Virginia, a Virginia nonstock corporation as Purchaser (“**Purchaser**”), the same as amended by that certain First Amendment to Purchase and Sale Agreement dated September 24, 2018, as amended by that certain Second Amendment to Purchase and Sale Agreement dated of July 3, 2019, and as amended by that certain Third Amendment to Purchase and Sale Agreement dated of October 4, 2023 (collectively, the “**Agreement**”), this letter serves as written notice to First Christian Church of Falls Church of the intent of Purchaser to assign its rights and obligations under the Agreement to an affiliate, Wesley Kindred Crossing LP, a Virginia limited partnership, under the Agreement by that certain Assignment and Assumption of Purchase Agreement (the “**Assignment**”). A copy of the Assignment is attached hereto as Exhibit A.

Feel free to contact Wesley Housing if you have any questions concerning the above mentioned Assignment. Please let us know if there are any questions concerning the Assignment.

Sincerely,

WESLEY HOUSING DEVELOPMENT CORPORATION OF NORTHERN VIRGINIA
a Virginia nonprofit, non-stock corporation,


Kamilah McAfee (Jan 13, 2025 14:53 EST)

Kamilah McAfee, President

cc:

John L. McBride, Esq. Odin, Feldman & Pittleman, P.C.

Amber K. Burke, Esq. Odin, Feldman & Pittleman, P.C.

Stewart Title & Escrow, Inc.

EXHIBIT A

Assignment and Assumption of Purchase Agreement

WH-FCC Notice of Assignment of Purchase Agreement to FCC of Falls Church

Final Audit Report

2025-01-14

Created:	2025-01-14
By:	Grant Koehl (gkoehl@whdc.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAEHZwDRne_CRBwl-a57-B71lgWgd0vyWo

"WH-FCC Notice of Assignment of Purchase Agreement to FCC of Falls Church" History

-  Document created by Grant Koehl (gkoehl@whdc.org)
2025-01-14 - 6:00:11 PM GMT
-  Document emailed to Kamilah McAfee (kmcafee@whdc.org) for signature
2025-01-14 - 6:00:15 PM GMT
-  Email viewed by Kamilah McAfee (kmcafee@whdc.org)
2025-01-14 - 7:52:57 PM GMT
-  Document e-signed by Kamilah McAfee (kmcafee@whdc.org)
Signature Date: 2025-01-14 - 7:53:26 PM GMT - Time Source: server
-  Agreement completed.
2025-01-14 - 7:53:26 PM GMT

Assignment of PSA
2025

ASSIGNMENT AND ASSUMPTION OF PURCHASE AGREEMENT

This Assignment and Assumption of Purchase Agreement (“**Assignment**”), dated as of January 14, 2025, is made by and among Wesley FCC LLC, A Virginia limited liability company (“**Assignor**”), Wesley Kindred Crossing LP, a Virginia limited partnership (“**Assignee**”), and consented to and acknowledged by Wesley Housing Development Corporation of Northern Virginia, a Virginia non-stock, nonprofit corporation (“**Wesley**”).

RECITALS

WHEREAS, Wesley entered into a Purchase and Sale Agreement dated as of July 11, 2018, with First Christian Church of Falls Church, a Virginia nonstock corporation as “Seller”, and Wesley as “Purchaser,” the same which was subsequently amended by that certain First Amendment to Purchase and Sale Agreement with an effective date of September 24, 2018, as amended by that certain Second Amendment to Purchase and Sale Agreement with an effective date of July 3, 2019, and as amended by that certain Third Amendment to Purchase and Sale Agreement with an effective date of October 4, 2023 (collectively, the “**Agreement**”), for the purchase of the “**Property**” as defined in the Agreement;

WHEREAS, pursuant to Section 13.1 of the Agreement, the Purchaser has the right to assign the Purchase Agreement, and any of its rights under the Purchase Agreement, to any related entity in which Purchaser or the principals thereof having a controlling interest, without the need to obtain the approval of Seller and without the payment of any additional consideration to Seller;

WHEREAS, the Purchase Agreement was previously assigned to Assignor, a subsidiary of Wesley, by that certain Assignment and Assumption of Purchase Agreement dated March 13, 2024;

WHEREAS, the Assignor now desires to assign the Purchase Agreement to Assignee, and Wesley having a controlling interest in Assignee, as the sole member of the Assignee’s general partner and separately as the limited partner of the Assignee, desires Assignee to assume the rights under the Purchase Agreement; and

WHEREAS, Assignee was formed for the purpose of purchasing, owning, and developing the Property; and

WHEREAS, Assignor desires to assign its right, title and interests in, to and under the Purchase Agreement and the purchase of the Property, and Assignee desires to assume the same.

NOW, THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **Assignment and Assumption.** Assignor hereby assigns, sells, conveys, and transfers to Assignee all of Assignor’s right, title and interest in and to the Approved Agreement. Assignee hereby accepts the assignment and assumes all of Assignor’s right, title, and interest in and to the Approved Agreement, and agrees to be bound by, perform, keep, and observe all of the obligations, duties, liabilities, covenants, and agreements of Assignor with respect to the Approved Agreement to the same extent as if Assignee had been an original party to such agreement.
2. **Governing Law/Venue.** This Assignment will be governed by the law of the Commonwealth of Virginia, without regard to conflicts of laws principles. The parties agree to submit to the exclusive

jurisdiction of the state and federal courts located in the Commonwealth of Virginia and further agree not to assert any objections or claims of hardship on account of such venue.

3. **Counterparts.** This Assignment may be executed in separate counterparts, each of which when taken together will constitute an original. PDF, TIF, facsimile, or other electronic images of signatures will be deemed originals for all purposes.
4. **Further Assurances.** The parties hereto agree to execute and deliver such further instruments and do further acts and things as may be reasonably required to carry out the intent and purposes of this Assignment.
5. **Binding Effect.** This Assignment will be binding upon and will inure to the benefit of the parties hereto and their respective successors and assigns.
6. **Recitals.** The Recitals above are hereby incorporated and made a part of this Assignment.

[Signature Page to Assignment and Assumption of Purchase Agreement]

The parties have duly executed this Assignment as of the day and year above stated.

ASSIGNOR:

WESLEY FCC LLC

a Virginia limited liability company

By: Wesley FCC Managing Member LLC,
a Virginia limited liability company,
its managing member

By: Wesley Housing Development Corporation of Northern Virginia,
a Virginia non-stock, nonprofit corporation
its sole member

By: 
Kamilah McAfee (Jan 10 2025 14:52 EST)
Kamilah McAfee
President and CEO

ASSIGNEE:

WESLEY KINDRED CROSSING LP

a Virginia limited partnership


By: Wesley FCC Managing Member LLC,
a Virginia limited liability company,
its managing member

By: Wesley Housing Development Corporation of Northern Virginia,
a Virginia non-stock, nonprofit corporation
its sole member

By: 
Kamilah McAfee (Jan 10 2025 14:52 EST)
Kamilah McAfee
President and CEO

WESLEY:

WESLEY HOUSING DEVELOPMENT CORPORATION OF NORTHERN VIRGINIA,
a Virginia non-stock, nonprofit corporation

By: 
Kamilah McAfee (Jan 10, 2025 14:52 EST)

Kamilah McAfee
President and CEO




WH-FCC Assignment and Assumption of Purchase Agreement LP

Final Audit Report

2025-01-14

Created:	2025-01-14
By:	Grant Koehl (gkoehl@whdc.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAXxZXIyUKWSLsbbU3yBbGgz8Zn7Okdu6X

"WH-FCC Assignment and Assumption of Purchase Agreement LP" History

-  Document created by Grant Koehl (gkoehl@whdc.org)
2025-01-14 - 6:02:20 PM GMT
-  Document emailed to Kamilah McAfee (kmcafee@whdc.org) for signature
2025-01-14 - 6:02:24 PM GMT
-  Email viewed by Kamilah McAfee (kmcafee@whdc.org)
2025-01-14 - 7:51:58 PM GMT
-  Document e-signed by Kamilah McAfee (kmcafee@whdc.org)
Signature Date: 2025-01-14 - 7:52:35 PM GMT - Time Source: server
-  Agreement completed.
2025-01-14 - 7:52:35 PM GMT

Tax Assessment

MAP #: 0513 01 0025
CHURCH CHRISTIAN FIRST OF
FALLS CHURCH

6165 LEESBURG PIKE

Owner

Name	CHURCH CHRISTIAN FIRST OF FALLS CHURCH,
Mailing Address	6165 LEESBURG PIKE FALLS CHURCH VA 22044
Book	25116
Page	1744

Parcel

Property Location	6165 LEESBURG PIKE FALLS CHURCH VA 22044
Map #	0513 01 0025
Tax District	50100
District Name	MASON DIST. #1
Land Use Code	Churches, Synagogues
Land Area (acreage)	6.8388
Land Area (SQFT)	
Zoning Description	R-3(Residential 3 DU/AC)
Utilities	WATER CONNECTED SEWER CONNECTED GAS NOT AVAILABLE
County Inventory of Historic Sites	NO
County Historic Overlay District	NO For further information about the Fairfax County Historic Overlay Districts, CLICK HERE For properties within the towns of Herndon, Vienna or Clifton please contact the town to determine if the property is within a town historic district.
Street/Road	PAVED
Site Description	BUILDABLE-AVERAGE LOT

Legal Description

Legal Description	MUNSON HILL CHURCH
-------------------	-----------------------

Sales History

Date	Amount Seller	Buyer
07/17/2017	\$0 CHURCH CHRISTIAN FIRST	CHURCH CHRISTIAN FIRST OF FALLS CHURCH
01/30/1958	\$0 WHITE THURLOW	CHURCH CHRISTIAN FIRST

Sales

1 of 2

Date	07/17/2017
Amount	\$0
Seller	CHURCH CHRISTIAN FIRST
Buyer	CHURCH CHRISTIAN FIRST OF FALLS CHURCH
Notes	No consideration
Deed Book and Page	25116-1744
Additional Notes	

Values

Tax Year	2024
Current Land	\$1,466,000
Current Building	\$906,560
Current Assessed Total	\$2,372,560
Tax Exempt	YES
Note	

Values History

Tax Year	Land	Building	Assessed Total	Tax Exempt
2023	\$1,437,000	\$906,560	\$2,343,560	YES
2022	\$1,343,000	\$906,560	\$2,249,560	YES
2021	\$1,255,000	\$906,560	\$2,161,560	YES
2020	\$1,218,000	\$906,560	\$2,124,560	YES
2019	\$1,171,000	\$906,560	\$2,077,560	YES
2018	\$1,115,000	\$906,560	\$2,021,560	YES
2017	\$1,062,000	\$906,560	\$1,968,560	YES
2016	\$1,062,000	\$906,560	\$1,968,560	YES
2015	\$1,062,000	\$906,560	\$1,968,560	YES
2014	\$1,062,000	\$906,560	\$1,968,560	YES
2013	\$1,011,000	\$906,560	\$1,917,560	YES
2012	\$1,011,000	\$906,560	\$1,917,560	YES
2011	\$1,011,000	\$906,560	\$1,917,560	YES
2010	\$1,011,000	\$906,560	\$1,917,560	YES
2009	\$1,064,000	\$906,560	\$1,970,560	YES
2008	\$1,252,000	\$906,560	\$2,158,560	YES
2007	\$1,043,000	\$906,560	\$1,949,560	YES
2006	\$1,043,000	\$906,560	\$1,949,560	YES
2005	\$855,000	\$743,085	\$1,598,085	YES
2004	\$855,000	\$743,085	\$1,598,085	YES
2003	\$820,655	\$743,085	\$1,563,740	YES
2002	\$820,655	\$743,085	\$1,563,740	YES
2001	\$820,655	\$743,085	\$1,563,740	YES

2000	\$820,655	\$668,620	\$1,489,275	YES
------	-----------	-----------	-------------	-----

Primary Building

Building Use	Church
Style	2 Story
Exterior Wall Material	Brick
Roof	Composition Shingle
Basement	FULL
Total Basement Area	0
Basement Type	
Basement Rec Room Size (sq.ft)	
Dormers	
Year Built	1965
Effective Year Built	
Year Addition	
Year House Remodeled	
Model Name	CHURCH
Bedrooms	
Full Baths	
Half Baths	9
Number of Fireplaces	
# Basement Bedrooms/Dens	
Heating	Central A/C
Construction Quality/Grade	-
Physical Condition/CDU	AV-Average

Structure Size

Above Grade Living Area Total Sq. 0
Ft
Basement Garage # Cars

General Information

Need Help?

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

Disclaimer/Privacy Policy

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

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

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

Last Refresh

Date

Data last refreshed: 27/Feb/2024 DB:PORA34CUR

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

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

Thiel Butner

Printed Name

01/14/2025

Date

Pando Alliance

RESNET Provider Agency

Thiel Butner

Provider Contact Name

Contact Signature

thiel@pandoalliance.com

Email

(443) 364-8047

Phone

Tab G:

Zoning Certification Letter (MANDATORY)

Zoning Certification

DATE: January 14, 2025

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

RE: ZONING CERTIFICATION
Name of Development: Kindred Crossing
Name of Owner/Applicant: Wesley Kindred Crossing LP
Name of Seller/Current Owner: First Christian Church of Falls Church

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:
6165 Leesburg Pike
Falls Church, VA 22044

Leal Description:
See attached legal description

Proposed Improvements:

Construction

✕ New Construction:	# Units	95	# Buildings	1	Total Floor Area	119,154
Adaptive Reuse	# Units		# Buildings		Total Floor Area	
Rehabilitation:	# Units		# Buildings		Total Floor Area	

Zoning Certification, cont'd

Current Zoning: R-3, HC allowing a density of 23.6 units per acre, and the following other applicable conditions: as stated in conditions of approval of Special Exception SE 2022-MA-00026.

Other Descriptive Information:

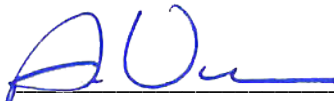
The applicant's proposed affordable multi-family development consisting of 95 independent living units and associated parking has been reviewed and deemed in compliance with Fairfax County Zoning. The Special Exception Application SE 2022-MA-00026 was approved by the Board of Supervisors on February 21, 2023.

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.


Signature

Aaron Vinson, P.E.

Printed Name

Principal, Director of Engineering

Title of Local Official or Civil Engineer

(703) 532-6163

Phone

January 7, 2025

Date

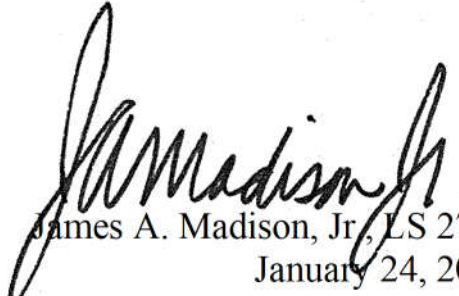
NOTES TO LOCALITY:

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 the property of First Christian Church of Falls Church, zoned R-3, Mason District, Fairfax County, Virginia

Beginning at a point in the west right-of-way line of Leesburg Pike – Route 7, said point being the northeast corner of nor-or-formerly Carriage Funeral Holdings, Inc. as recorded in Deed Book 23656 at Page 314; thence with Carriage Funeral Holdings, Inc., S 57°41'03" W, 97.28 feet to a point; thence S 29°53'12" W, 176.49 feet to a point in the north line of Parcel A, Vinewood as recorded in Deed Book 5826 at Page 91; thence with Vinewood and continuing with Cavil's Addition to Ravenwood Park as recorded in Deed Book 1549 at Page 51, 60°06'48" W, 684.61 feet to a point in the east line of Lot 3, Ravenwood Park as recorded in Deed Book 1297 at Page 355; thence with Lot 3 and continuing with Parcel A, Country Squire as recorded in Deed Book 8279 at Page 1429 further continuing with The Chateaux Condominium Association as recorded in Deed Book 7545 at Page 1387, N 29°56'27" E, 187.34 feet to a point; thence with The Chateaux Condominium Association and continuing with the west right-of-way line of Leesburg Pike – Route 7, N 44°56'57" E, 418.24 feet to a point; thence continuing with the west right-of-way line of Leesburg Pike – Route 7, S 31°51'48" E, 44.79 feet to a point; thence 437.91 feet with the arc of a curve bearing to the left and having a radius of 43,011.85 feet, (tangent length 218.96 feet, chord length 437.91 feet, chord bearing S 32°09'18" E) to a point; thence S 32°26'48" E, 220.01 feet to the point of beginning and containing an area of 296,997 square feet or 6.8181 acres


James A. Madison, Jr., LS 2764
January 24, 2024

Tab H:

Attorney's Opinion (MANDATORY)

January 15, 2025

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

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

Name of Development: Kindred Crossing
Name of Owner: Wesley Kindred Crossing LP

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 15, 2025 (of which this opinion is a part) (the “**Application**”) submitted to you for the purpose of requesting, in connection with the captioned Development, a reservation of low-income housing tax credits (“**Credits**”) available under Section 42 of the Internal Revenue Code of 1986, as amended (the “**Code**”). It has also reviewed Section 42 of the Code, the regulations issued pursuant thereto and such other binding authority as it believes to be applicable to the issuance hereof (the regulations and binding authority hereinafter collectively referred to as the “**Regulations**”).

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

1. It is more likely than not that the inclusion in eligible basis of the Development of such cost items or portions thereof, as set forth in the Hard Costs and Owners Costs section of the Application form, complies with all applicable requirements of the Code and Regulations.
2. The calculations (a) of the Maximum Allowable Credit available under the Code with respect to the Development and (b) of the Estimated Qualified Basis of each building in the Development comply with all applicable requirements of the Code and regulations, including the selection of credit type implicit in such calculations.
3. The information set forth in the Unit Details section of the Application form as to proposed rents satisfies all applicable requirements of the Code and Regulations.
4. The site of the captioned Development is controlled by the Owner, as identified in the Site Control section of the Application.

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

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

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

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

Klein Hornig LLP

By: 
Erik T. Hoffman
Title: Partner



January 15, 2025

Attorney's Opinion Letter

General Instructions

- ~~1. This Opinion must be included with application.~~
- ~~2. This Opinion **must** be submitted under law firm's letterhead.~~
- ~~3. The executed Opinion submitted as part of the application must be accompanied by a blackline showing that no changes have been made to this form beyond those necessary to complete it (e.g. filling in blanks, selecting bracketed language as appropriate).~~
- ~~4. If circumstances unique to a particular application require modification of this form, any such modification must be approved by Virginia Housing in writing within six months prior to the application deadline. A copy of any such approval must be included with this executed Opinion as part of the application.~~
- ~~5. Be aware that there is a 0% version and a Tax-Exempt version. Failure to utilize the correct form or to abide by the instructions above form may result in a point penalty or rejection of the application.~~

~~If you have any questions, please email the Tax Credit Allocation Department at TaxCreditApps@VirginiaHousing.com.~~

Attorney's Opinion Letter – TAX EXEMPT VERSION

(This Form Must Be Included With Application)

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

Date _____

To: Virginia Housing

601 South Belvidere Street
Richmond, Virginia 23220

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Name of Development : Kindred Crossing

Name of Owner : Wesley Kindred Crossing LP

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 15, 2025 (of which this opinion is a part) (the “**Application**”) submitted to you for the purpose of requesting, in connection with the captioned Development, a reservation of low-income housing tax credits (“**Credits**”) available under Section 42 of the Internal Revenue Code of 1986, as amended (the “**Code**”). It has also reviewed Section 42 of the Code, the regulations issued pursuant thereto and such other binding authority as it believes to be applicable to the issuance hereof (the regulations and binding authority hereinafter collectively referred to as the “**Regulations**”).

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

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

~~2. [Select One]~~

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

| OR

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

~~3. [Select One]~~

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

OR

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

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

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

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

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

Firm Name _____

By _____

Its _____

Klein Hornig LLP

By: _____
Erik T. Hoffman

Title: Partner

Document comparison by Workshare Compare on Tuesday, January 14, 2025
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Document 2 ID	iManage://kleinhornig.cloudimanager.com/KHDOCS/1196077/2
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Legend:	
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	Count
Insertions	15
Deletions	37
Moved from	0
Moved to	0
Style changes	0
Format changes	0

Total changes	52
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Tab I:

Nonprofit Questionnaire (MANDATORY for points or pool)

NOTE: The following documents need not be submitted unless requested by Virginia Housing:

- Nonprofit Articles of Incorporation
- IRS Documentation of Nonprofit Status
- Joint Venture Agreement (if applicable)
- For-profit Consulting Agreement (if applicable)

Nonprofit Questionnaire

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

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

1. General Information

- a. Name of development Kindred Crossing
- b. Name of owner/applicant Wesley Kindred Crossing LP
- c. Name of nonprofit entity Wesley Housing Development Corporation of Northern Virginia
- d. Address of principal place of business of nonprofit entity
2311 Huntington Avenue
Alexandria, VA 22303

Indicate funding sources and amount used to pay for office space

Fees from development activities and property management, contracts with local government, and
donations from organizations and individuals. Rent is \$7,453 monthly.

- e. Tax exempt status ☒ 501(c)(3) ☐ 501(c)(4) ☐ 501(a)
- f. Date of legal formation of nonprofit (must be prior to application deadline) 12/10/1974
Evidenced by the following documentation Certificate of Good Standing
- g. Date of IRS 501(c)(3) or 501(c)(4) determination letter (must be prior to application deadline and copy must be attached) September 12, 1975
- h. Describe exempt purposes (must include the fostering of low-income housing in its articles of incorporation) To provide, on a nonprofit basis, housing for low-and moderate income individuals and families (i) pursuant to applicable laws, including without limitation relevant sections of the National Housing Act, or any successor statute or other applicable financing program or (ii) in such a manner as the Board may direct.
- i. Expected life (in years) of nonprofit 99
-

- j. Explain the anticipated future activities of the nonprofit over the next five years:
Wesley will continue to develop and operate affordable housing for low- and moderate income residents
of Virginia and the District of Columbia as well as provide educational and social services to residents.
- k. How many full time, paid staff members does the nonprofit and, if applicable, any other nonprofit organization(s) ("related nonprofit(s)") of which the nonprofit is a subsidiary or to which the nonprofit is otherwise related have (i.e. by shared directors, staff, etc.)? 100
How many part time, paid staff members? 1
Describe the duties of all staff members:
Staff members are responsible for the acquisition and development of housing as well as associated functions of financial management, fundraising, administration, asset management, volunteer recruitment and coordination, and resident services management for the organization.
- l. Does the nonprofit share staff with any other entity besides a related nonprofit described above?
☐ YES ☒ NO If yes, explain in detail:
- m. How many volunteers does the nonprofit and, if applicable, any related nonprofit have?
In 2024, 40 individuals gave more than 3,960 hours of their time to Wesley Housing
- n. What are the sources and manner of funding of the nonprofit? (You must disclose all financial and/ or the arrangements with any individual(s) or for profit entity, including anyone or any entity related, directly, indirectly, to the Owner of the Development.
The organization receives fees for real estate development and property management activities. The organization receives support from local governments in form of contracts for services and donations from corporations, banks, foundations, religious organizations, and individuals. In addition, there are special events
- o. List all directors of the nonprofit, their occupations, their length of service on the board, and their residential addresses See attached board roster

2. Nonprofit Formation

- a. Explain in detail the genesis of the formation of the nonprofit: Wesley was formed in response to an appeal from the Alexandria and Arlington Districts of the United Methodist Church to address the growing need for affordable housing in Northern Virginia. United Methodist congregations continue to provide significant support (financial and otherwise) for the organization.
- b. Is the nonprofit, or has it ever been, affiliated with or controlled by a for-profit entity or local housing authority?
- ☐ YES ☒ NO If yes, explain in detail: _____
- _____
- _____
- c. Has any for profit organization or local housing authority (including the Owner of the Development, joint venture partner, or any individual or entity directly or indirectly related to such Owner) appointed any directors to the governing board of the nonprofit?
- ☐ YES ☒ NO If yes, explain in detail: _____
- _____
- _____
- d. Does any for-profit organization or local housing authority have the right to make such appointments?
- ☐ YES ☒ NO If yes, explain in detail: _____
- _____
- _____
- e. Does any for profit organization or local housing authority have any other affiliation with the nonprofit or have any other relationship with the nonprofit in which it exercises or has the right to exercise any other type of control?
- ☐ YES ☒ NO If yes, explain in detail: _____
- _____
- _____
- f. Was the nonprofit formed by any individual(s) or for profit entity for the principal purpose of being included in the nonprofit Pool or receiving points for nonprofit participation under the Plan?
- ☐ YES ☒ NO
- _____

g. Explain in detail the past experience of the nonprofit including, if applicable, the past experience of any other related nonprofit of which the nonprofit is a subsidiary or to which the nonprofit is otherwise related (by shared directors, staff, etc.) Since 1974, Wesley has developed,
co-developed and/or financed more than 2,800 units of affordable housing in Virginia and the District of
Columbia. It currently owns 30+ communities and serves as property manager for more than 25 of these.
Further, Wesley operates 8 community centers and 5 supportive services centers serving over 1,750 residents.

h. If you included in your answer to the previous question information concerning any related nonprofit, describe the date of legal formation thereof, the date of IRS 501(c)(3) or 501(c)(4) status, its expected life, its charitable purposes and its relationship to the non-profit.
N/A

3. Nonprofit Involvement

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

☒ YES ☐ NO

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

☒ YES ☐ NO

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

☒ YES ☐ NO

If no to either 3a.i or 3a.ii above, specifically describe the nonprofit's ownership interest

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

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

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

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

If yes, where in the partnership/operating agreement is this provision specifically referenced?
Refer to the application

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

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

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

☒ YES ☐ NO If yes,

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

Wesley will oversee the acquisition, entitlement, financing, design, and construction processes of the project.

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

Wesley intends to maintain a controlling ownership interest and role in the property throughout the Extended Use Period.

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

In the development period, staff will invest approximately 1,350 hours per year in the development: 750 hours by the project manager, 200 by the Vice President for Real Estate, 100 by the President, and 300 by the Finance Department. During the Compliance Period, staff will spend approximately 1,000 hours per year.

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

In July 2016, Wesley Housing submitted a proposal to the First Christian Church of Falls Church to develop an affordable independent older adult community. The development plans to construct 95 units of affordable independent older adult adjacent to the church. This development will add 95 independent older adult units in Mason District, which was approved by the Fairfax County Board of Supervisors in February 2024.

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

Wesley Housing will be the Sole Managing Member of the development.

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

N/A

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

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

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

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

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

k. Will the joint venture partner or for-profit consultant be compensated (receive income) in any other manner, such as builder's profit, architectural and engineering fees, or cash flow?
☐ YES ☒ NO If yes, explain:

l. Will any member of the board of directors, officer, or staff member of the nonprofit participate in the development and/or operation of the proposed development in any for-profit capacity?
☐ YES ☒ NO If yes, explain:

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

n/a

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

Wesley will seek to engage local organizations to provide services to the residents of the Development, including, educational, social and health programs. WHDC does not expect to pay the organizations for these services, but will provide space for such programs to operate a nominal cost.

4. Virginia and Community Activity

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

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

Wesley concentrates its efforts in Northern Virginia and the District of Columbia. In Northern Virginia, Wesley works in the Counties of Arlington, Fairfax, Prince William, Loudoun and Frederick, and the Cities of Falls Church, Alexandria, Manassas, and Fairfax.

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

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

For 50+ years, Wesley Housing has owned, developed, and operated affordable housing communities in Fairfax County and Northern Virginia more broadly, providing stability services to the residents of those communities.

d. Does the nonprofit's by laws or board resolutions provide a formal process for low income, program beneficiaries to advise the nonprofit on design, location of sites, development and management of affordable housing? ☐ YES ☒ NO If yes, explain

e. Has the Virginia Department of Agriculture and Consumer Services (Division of Consumer Affairs) authorized the nonprofit to solicit contributions/donations in the target community?

☒ YES ☐ NO

f. Does the nonprofit have demonstrated support (preferably financial) from established organizations, institutions, businesses and individuals in the target community?

☒ YES ☐ NO If yes, explain:

Wesley Housing receives support from numerous individuals and faith communities in Northern Virginia.

g. Has the nonprofit conducted any meetings with neighborhood, civic, or community groups and/or tenant associations to discuss the proposed development and solicit input? ☒ YES ☐ NO

If yes, describe the meeting dates, meeting locations, number of attendees and general discussion points:

Throughout the planning and entitlement process, Wesley Housing conducted numerous meetings with the community. At least ten general community meetings or association specific meetings, as well as continuous outreach to neighboring businesses, were held since August 2019.

h. Are at least 33% of the members of the board of directors representatives of the community being served? ☐ YES ☒ NO If yes,

(i) Low-income residents of the community? ☐ YES ☒ NO

(ii) Elected representatives of low-income neighborhood organizations? ☐ YES ☒ NO

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

☒ YES ☐ NO

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

WHDC board meetings are held every other month.

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

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

Fairfax County has provided funds for organizational administration.

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

☐ YES ☒ NO If yes, explain:

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

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

Fields of Fall Church, Falls Church, VA. Application - 1995, WHDC Role - 51% of GP - ACT, INC, Management Entity - Kettler Management, Inc, Result - Approved, Status - operating

Union on Queen (fka Pierce Queen), Arlington, VA. Application - 2013, WHDC Role - 50 BA Pierce Queen LLC, General Contractor - Bozzuto Management Entity - Bozzuto Management, Result - Approved, Status - operating

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

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

Schedule A, included with this application, identifies Wesley's LIHTC experience in the past 15 years.

Further information is available upon request.

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

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

☒ YES ☐ NO If yes, explain:

VHPF - Agape House (\$20,000 predevelopment loan); VHF - Wexford Manor (\$750,000 loan);

VHF - Quarry Station Seniors Apartments (\$750,000); VHF - Coppermine (\$750,000).

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

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

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

☐ YES ☒ NO If yes, explain the plan:

5. Attachments

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

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

Date 01/14/2025

Owner/Applicant Wesley Kindred Crossing LP

By Kamilah McAfee 
Kamilah McAfee (Jan 14, 2025 20:23 EST)

Its President and CEO
Title

Date 01/14/2025

Wesley Housing Development Corporation of Northern Virginia
Nonprofit

By 01/14/2025 
Michael T. Cranna (Jan 14, 2025 19:51 EST)
Board Chairman

By Kamilah McAfee 
Kamilah McAfee (Jan 14, 2025 20:23 EST)
Executive Director

Wesley Housing Development Corporation
2024 Board of Directors

NAME & ADDRESS	EMPLOYMENT	POSITION/COMMITTEE	TERM
Kimberly Armstrong kim.armstrong10@verizon.net (Cell) 703.615.6497	Wells Fargo (retired)	Treasurer Chair, Finance Committee Executive Committee Audit Committee	1/22 - 1/25 (first term)
Marcia Bradford mbradford1671@gmail.com (Cell) 703.402.1671	ChainBridge Bank, NA (retired)	Finance Committee Audit Committee	1/22 - 1/25 (second term)
Brooke Cooper techanalyst65@gmail.com (Cell) 310.210.3011	Analyst (Contractor) 11th Hour Consulting LLC <i>embedded with</i> Deloitte Consulting LLC, <i>in support of</i> Office of the Undersecretary of Defense for Acquisition and Sustainment (O) 571-372-6909 bcooper@11thhourservice.com	Chair, Audit Committee Executive Committee Real Estate Development Committee	1/22 - 1/25 (first term)
Michael T. Cranna michael.cranna@gmail.com (Cell) 703.937.7707	Development Advisor Point Reyes Energy Partners, LLC	Chair Executive Committee President, Affiliate Boards President, Wesley ASI Board President, Agape Board Ex Officio, all committees Chair, Diversity Equity Inclusion & Belonging Committee	1/22 - 1/25 (first term)
Lawrence B. Dickenson ldickenson@gmail.com (Cell) 540.354.8022	President Virginia United Methodist Housing Development Corporation 1706 Grandin Road SW Roanoke, VA 24015		12/24 - 12/27 (first term)
Marlo A. Goldstein marlo.a.goldstein@gmail.com (Cell) 310.770.6115	Vice President and Assistant General Counsel Host Hotels & Resorts, Inc. 4747 Bethesda Avenue, Suite1300 Bethesda, MD 20814		1/24 - 1/27 (first term)
Kathy Lutman kathy.lutman@gmail.com (Cell) 540.454.2836	Better Homes (Retired)		12/24 - 12/27 (first term)
Kamilah McAfee (Cell) 571.319.3482	President/CEO Wesley Housing 2311 Huntington Avenue Alexandria, VA 22303 (O) 703.642.3830 ext.220	President/CEO Executive Committee Secretary, Affiliate Board Secretary, Corporate Affiliate Board Secretary, Wesley ASI Board Secretary, Wesley Agape Board	N/A
Nancy Minter nancy.minter@ymail.com (Cell) 703.280.4996	Urban Institute Library (retired)	Chair, External Relations/Resource Development Committee Executive Committee Governance Committee	1/23 - 1/26 (first term)
Suzanne Moran mckennamoran@aim.com (Cell) 202.768.5560	TD Private Client Group, LLC Institutional Non-Profit Account Manager 607 14th Street, NW Washington, DC 20005 suzanne.moran@td.com (O) 202.641.7722	Secretary Chair, Governance Committee Executive Committee External Relations/Resource Development Committee Resident Services Committee	1/22 - 1/25 (second term)
Rev. Kirk Nave	District Superintendent Northern Virginia District of the United Methodist Church in Virginia 3600 Chain Bridge Road, Suite 1 Fairfax, VA 22030 (O) 703.820.7200 (F) 703.845.8145 kirknave@vaumc.org NoVaDS@vaumc.org		7/24-1/25 (first term)
Arianna K. Royster, CPM, ARM	Executive Vice President. Borger Management, Inc. 1111 14th Street NW- Suite 200 Washington, DC 20005 aroyster@borgermanagement.com (O) 202.898.1880	Real Estate Development Committee Resident Services Committee	1/23 - 1/26 (first term)
June Stowe estowe@comcast.net (Cell) 571.236.8636	Retired	Chair, Resident Services Committee Executive Committee Finance Committee	1/22 - 1/25 (second term)

Wesley Housing Development Corporation
2024 Board of Directors

NAME & ADDRESS	EMPLOYMENT	POSITION/COMMITTEE	TERM
Andrew M. Vincent	Vice President of Development Horning Brothers 3333 14th Street NW- Suite 300 Washington, DC 20020 avincent@horningdc.com (O) 202.659.0700	Chair, Real Estate Development Committee Diversity Equity Inclusion & Belonging Committee	1/23 - 1/26 (first term)
Rev. Harold E White, Sr (Cell) 757.894.2408	Lead Pastor New Beginnings United Methodist Church Coastal District 32347 Chincoteague Rd PO Box 129 New Church, VA 23395 (O) 757.824.0750		12/24 - 12/27 (first term)
Malanda Worrell malanda.daniel@gmail.com (Cell) 202.590.7642	Senior Vice President, Market Operations Jones Lang LaSalle Securities, LLC 2020 K Street, NW, Suite 1100 Washington, DC 20006 Malanda.worrell@am.jll.com (O) 202.719.5984	Vice Chair Executive Committee Diversity Equity Inclusion & Belonging Committee	1/24 - 1/27 (second term)









Wesley Housing Nonprofit Questionnaire - Kindred Crossing 4%

Final Audit Report

2025-01-15

Created:	2025-01-15
By:	Grant Koehl (gkoehl@whdc.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAWRx-YAregFDJKphvB8bsZN2fPg-6uYvq

"Wesley Housing Nonprofit Questionnaire - Kindred Crossing 4%" History

-  Document created by Grant Koehl (gkoehl@whdc.org)
2025-01-15 - 0:43:55 AM GMT
-  Document emailed to Kamilah McAfee (kmcafee@whdc.org) for signature
2025-01-15 - 0:44:02 AM GMT
-  Document emailed to Michael T. Cranna (michael.cranna@gmail.com) for signature
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-  Email viewed by Michael T. Cranna (michael.cranna@gmail.com)
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-  Document e-signed by Michael T. Cranna (michael.cranna@gmail.com)
Signature Date: 2025-01-15 - 0:51:22 AM GMT - Time Source: server
-  Email viewed by Kamilah McAfee (kmcafee@whdc.org)
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Signature Date: 2025-01-15 - 1:23:48 AM GMT - Time Source: server
-  Agreement completed.
2025-01-15 - 1:23:48 AM GMT

Tab J:

Relocation Plan and Unit Delivery Schedule
(MANDATORY-Rehab)

N/A

Tab K:

Documentation of Development Location:

Tab K.1

Revitalization Area Certification



Revitalization Area

General Instructions

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

Designation

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

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

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

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

RESOLUTION OF THE BOARD OF SUPERVISORS OF FAIRFAX COUNTY,
VIRGINIA DESIGNATING A PORTION OF 6165 LEESBURG PIKE AS A
REVITALIZATION AREA PURSUANT TO VIRGINIA CODE § 36-55.30:2

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium of the Government Center in Fairfax, Virginia, on February 20, 2024, at which a quorum was present and voting, the following was adopted:

WHEREAS, Wesley Housing (the “Developer”) has proposed constructing 95 affordable senior housing units (the “Development”) on a portion of the site having Fairfax County Tax Map number 0513 01 0025 and located at 6165 Leesburg Pike, Falls Church, VA 22044, in the Mason District (the “Development Site”) as shown on Attachment 3.

WHEREAS, the Developer’s financing plan for the Development includes, among other things, an application to Virginia Housing for competitive nine percent Low Income Housing Tax Credits (LIHTC) pertaining to the proposed Development.

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

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

WHEREAS, the Development Site meets the standards for a Revitalization Area as described in Virginia Code § 36-55-30:2, namely that (i) the development of the proposed site will benefit Fairfax County, but that such area lacks the housing needed to induce, among other things, the commercial, governmental, educational, entertainment, community development, healthcare or nonprofit enterprises or undertakings, to locate or remain in such area, and (ii) private enterprise and investment are not reasonably expected, without assistance, to produce the construction or rehabilitation of decent, safe and sanitary housing and supporting facilities that will meet the needs of low- and moderate-income persons and families in such area and will induce other persons and families to live within such area and thereby create a desirable economic mix of residents in such area.

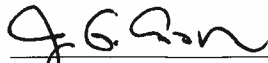
NOW, THEREFORE, THE BOARD HEREBY DETERMINES as follows:

The Development Site is hereby designated a Revitalization Area in Fairfax County, Virginia in accordance with Virginia Code § 36-55-30:2. The Board has determined that (i) the commercial or other economic development of the Revitalization Area will benefit Fairfax County, but that this area lacks the housing needed to induce, among other things, the commercial, governmental, educational, entertainment, community development, healthcare or nonprofit enterprises or undertakings, to locate or remain in this area, and (ii) private enterprise and investment are not reasonably expected, without assistance, to produce the construction or rehabilitation of decent, safe and sanitary housing and supporting facilities that will meet the needs of low- and moderate-

income persons and families in this area and will induce other persons and families to live within this area and thereby create a desirable economic mix of residents in such area.

ADOPTED this 20th day of February, 2024.

A Copy Teste:

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

Jill G. Cooper
Clerk for the Board of Supervisors



6165 Leesburg Pike



Legend

- 6165 Leesburg Pike Property
- Revitalization Area for Affordable Housing

Notes:

Map produced: 1/25/2024

0 0.07 0.1 Miles

This map is intended for reference purposes only. Fairfax County does not provide any guarantee of the accuracy or completeness regarding the map information.

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 10, 2025

TO: Virginia Housing
601 South Belvidere Street
Richmond, Virginia 23220 2025 Tax Credit Reservation Request
Name of Development Kindred Crossing
Name of Owner Wesley Kindred Crossing LP

RE:
2025 Tax Credit Reservation Request
Development: Kindred Crossing

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 Walter L. Philips, Inc.
By Aaron Vinson
Its Principal, Director of Engineering
Title

Tab L:

PHA / Section 8 Notification Letter

N/A

Tab M:

Intentionally Blank

N/A

Tab N:

Homeownership Plan

N/A

Tab O:

Plan of Development Certification Letter

N/A

Tab P:

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

N/A

Tab Q:

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



County of Fairfax, Virginia

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

March 7, 2024

Kamilah McAfee
President/CEO, Wesley Housing
2311 Huntington Avenue
Alexandria, VA 22303

RE: PBV Commitment Letter

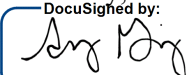
Dear Ms. McAfee:

The Fairfax County Redevelopment and Housing Authority (FCRHA) has made an award of forty-eight (48) federal project-based vouchers (PBV) to Wesley FCC project with the goal of providing new housing opportunities to serve elderly households at or below 50 percent of the Area Median Income (AMI) or for such lower income households as may be required by Virginia Housing. Wesley FCC LLC is to develop and construct approximately 95 affordable housing units.

As a Moving to Work agency, the FCRHA was authorized in its FY2017 MTW plan to provide a commitment of project-based vouchers utilizing an alternate competitive process. On October 16, 2023, Wesley FCC LLC submitted a request for financing under the *Fairfax County Fiscal Year 2024 Consolidated Notice of Funding Availability (NOFA)* Request for Proposal (RFP) issued on August 31, 2023. On January 25, 2024, the FCRHA authorized funding for the project and on February 20, 2024, the Fairfax County Board of Supervisors approved financing for the project.

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

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

Sincerely,
DocuSigned by:

10CFF850A2544C...
Amy Ginger
Deputy Director of Operations

Department of Housing and Community Development
3700 Pender Drive, Suite 100
Fairfax, Virginia 22030-7442
Tel. 703-246-5280 • Fax 703-273-2363 • TTY 703-385-3578
www.fairfaxcounty.gov/rha

Tab R:

Documentation of Utility Allowance calculation

HUDSON
HOUSING CAPITAL

January 15, 2024

Ms. Judith Cabelli
Wesley Housing Development Corporation
2311 Huntington Ave
Alexandria, VA 22303

Re: Kindred Crossing – Falls Church, Virginia

Dear Judith,

Hudson would welcome the opportunity to invest in the new construction of the Wesley Kindred Crossing project. We believe that the 5% underwritten vacancy you've included in your projections accurately reflects current market conditions in Falls Church; we'd include this vacancy rate in our underwriting assumptions as well.

Thank you,



W. Kimmel Cameron, Jr.
Senior Vice President
Hudson Housing Capital



Thiel Butner
Managing Principal
Pando Alliance, LLC
3545 Ellicott Mills Dr, Ste A2
Ellicott City, MD 21043

David Johnson
Project Manager
Wesley Housing
2311 Huntington Ave
Alexandria, VA 22303

February 19, 2024

RE: MODELED UTILITY ALLOWANCE CALCULATIONS FOR Wesley FCC

David,

Following are utility allowance estimates for the above property. The utility allowances are derived from a weighted average of all configurations of that unit type. The utility costs are based on Dominion, which is in effect as of January 2024 and reflects both summer and winter rates.

Utilities	Utility/Service	Allowances by Bedroom Size				
		0-BR	1-BR	2-BR	3-BR	4-BR
Heating	Electric Heat Pump	-	\$12	\$20	-	-
Air Conditioning	Electric	-	\$3	\$4	-	-
Cooking	Electric	-	\$4	\$4	-	-
Other Electric	Electric	-	\$27	\$34	-	-
Hot Water	Electric	-	\$11	\$5	-	-
Water	N/A	-	\$22	\$25	-	-
Sewer	N/A	-	\$39	\$49	-	-
Trash	N/A	-	-	-	-	-
Electric Monthly Service Charge			\$11	\$11	-	
Total UA Costs Per Month		-	\$129	\$152	-	-

These estimates were generated by a certified RESNET HERS Rater using Ekotrope v.4.2.1, a RESNET-accredited energy modeling software, with the most current plans and specifications available as of the date of this letter. Supporting calculations and reports are attached.

Sincerely,

A handwritten signature in black ink that reads 'Thiel Butner'.

Thiel Butner, MBA

Fuel Summary



Property

6165 Leesburg Pike
Falls Church, VA 22044

First Christian Church of Falls Church 2A Top E:
2A Top Ext Scenario 1

Organization

Pando Alliance
Zach Smith
717-387-3670

Builder

Inspection Status

Results are projected

Annual Energy Cost

Electric	\$1,070
----------	---------

Annual End-Use Cost

Heating	\$227
Cooling	\$66
Water Heating	\$180
Lights & Appliances	\$467
Onsite Generation	-\$0
Service Charges	\$129
Total	\$1,070

Annual End-Use Consumption

Heating [Electric kWh]	1,891.9
Cooling [Electric kWh]	553.2
Hot Water [Electric kWh]	1,496.2
Lights & Appliances [Electric kWh]	3,886.4
Total [Electric kWh]	7,827.7
Total Onsite Generation [Electric kWh]	0.0

Peak Electric Consumption

Peak Winter kW	1.62
Peak Summer kW	1.23

Utility Rates

Electricity	Dominion Electric 1/1/2024
Natural Gas	Washington Gas 2022.02.01

Fuel Summary



Property

6165 Leesburg Pike
Falls Church, VA 22044

First Christian Church of Falls Church 2B Mid E
2B Mid Scenario 1

Organization

Pando Alliance
Zach Smith
717-387-3670

Builder

Inspection Status

Results are projected

Annual Energy Cost

Electric	\$963
----------	-------

Annual End-Use Cost

Heating	\$256
Cooling	\$57
Water Heating	\$48
Lights & Appliances	\$473
Onsite Generation	-\$0
Service Charges	\$129
Total	\$963

Annual End-Use Consumption

Heating [Electric kWh]	2,130.1
Cooling [Electric kWh]	474.4
Hot Water [Electric kWh]	398.0
Lights & Appliances [Electric kWh]	3,936.7
Total [Electric kWh]	6,939.3
Total Onsite Generation [Electric kWh]	0.0

Peak Electric Consumption

Peak Winter kW	1.38
Peak Summer kW	1.11

Utility Rates

Electricity	Dominion Electric 1/1/2024
Natural Gas	Washington Gas 2022.02.01

Fuel Summary



Property

6165 Leesburg Pike
Falls Church, VA 22044

First Christian Church of Falls Church 2B Top E
2B Top Scenario 1

Organization

Pando Alliance
Zach Smith
717-387-3670

Builder

Inspection Status

Results are projected

Annual Energy Cost

Electric	\$997
----------	-------

Annual End-Use Cost

Heating	\$280
Cooling	\$66
Water Heating	\$48
Lights & Appliances	\$473
Onsite Generation	-\$0
Service Charges	\$129
Total	\$997

Annual End-Use Consumption

Heating [Electric kWh]	2,330.6
Cooling [Electric kWh]	550.1
Hot Water [Electric kWh]	397.7
Lights & Appliances [Electric kWh]	3,936.7
Total [Electric kWh]	7,215.2
Total Onsite Generation [Electric kWh]	0.0

Peak Electric Consumption

Peak Winter kW	1.46
Peak Summer kW	1.11

Utility Rates

Electricity	Dominion Electric 1/1/2024
Natural Gas	Washington Gas 2022.02.01

Fuel Summary



Property

6165 Leesburg Pike
Falls Church, VA 22044

First Christian Church of Falls Church 2C Mid Ir
2C Mid Scenario 1

Organization

Pando Alliance
Zach Smith
717-387-3670

Builder

Inspection Status

Results are projected

Annual Energy Cost

Electric	\$857
----------	-------

Annual End-Use Cost

Heating	\$193
Cooling	\$42
Water Heating	\$48
Lights & Appliances	\$445
Onsite Generation	-\$0
Service Charges	\$129
Total	\$857

Annual End-Use Consumption

Heating [Electric kWh]	1,609.4
Cooling [Electric kWh]	345.7
Hot Water [Electric kWh]	401.8
Lights & Appliances [Electric kWh]	3,699.0
Total [Electric kWh]	6,055.9
Total Onsite Generation [Electric kWh]	0.0

Peak Electric Consumption

Peak Winter kW	1.04
Peak Summer kW	0.99

Utility Rates

Electricity	Dominion Electric 1/1/2024
Natural Gas	Washington Gas 2022.02.01

Fuel Summary



Property

6165 Leesburg Pike
Falls Church, VA 22044

First Christian Church of Falls Church 2C Podiu
2C Podium Scenario 1

Organization

Pando Alliance
Zach Smith
717-387-3670

Builder

Inspection Status

Results are projected

Annual Energy Cost

Electric	\$907
----------	-------

Annual End-Use Cost

Heating	\$243
Cooling	\$45
Water Heating	\$48
Lights & Appliances	\$442
Onsite Generation	-\$0
Service Charges	\$129
Total	\$907

Annual End-Use Consumption

Heating [Electric kWh]	2,020.2
Cooling [Electric kWh]	373.2
Hot Water [Electric kWh]	403.0
Lights & Appliances [Electric kWh]	3,675.7
Total [Electric kWh]	6,472.1
Total Onsite Generation [Electric kWh]	0.0

Peak Electric Consumption

Peak Winter kW	1.25
Peak Summer kW	1.02

Utility Rates

Electricity	Dominion Electric 1/1/2024
Natural Gas	Washington Gas 2022.02.01

Fuel Summary



Property

6165 Leesburg Pike
Falls Church, VA 22044

First Christian Church of Falls Church 2C Top Ir
2C Top Scenario 1

Organization

Pando Alliance
Zach Smith
717-387-3670

Builder

Inspection Status

Results are projected

Annual Energy Cost

Electric	\$999
----------	-------

Annual End-Use Cost

Heating	\$187
Cooling	\$57
Water Heating	\$181
Lights & Appliances	\$445
Onsite Generation	-\$0
Service Charges	\$129
Total	\$999

Annual End-Use Consumption

Heating [Electric kWh]	1,552.4
Cooling [Electric kWh]	475.8
Hot Water [Electric kWh]	1,508.4
Lights & Appliances [Electric kWh]	3,699.0
Total [Electric kWh]	7,235.7
Total Onsite Generation [Electric kWh]	0.0

Peak Electric Consumption

Peak Winter kW	1.41
Peak Summer kW	1.16

Utility Rates

Electricity	Dominion Electric 1/1/2024
Natural Gas	Washington Gas 2022.02.01

Fuel Summary



Property

6165 Leesburg Pike
Falls Church, VA 22044

First Christian Church of Falls Church 2E Mid Ir
2E Mid Scenario 1

Organization

Pando Alliance
Zach Smith
717-387-3670

Builder

Inspection Status

Results are projected

Annual Energy Cost

Electric	\$850
----------	-------

Annual End-Use Cost

Heating	\$188
Cooling	\$41
Water Heating	\$48
Lights & Appliances	\$443
Onsite Generation	-\$0
Service Charges	\$129
Total	\$850

Annual End-Use Consumption

Heating [Electric kWh]	1,563.0
Cooling [Electric kWh]	339.8
Hot Water [Electric kWh]	401.9
Lights & Appliances [Electric kWh]	3,689.7
Total [Electric kWh]	5,994.4
Total Onsite Generation [Electric kWh]	0.0

Peak Electric Consumption

Peak Winter kW	1.01
Peak Summer kW	0.98

Utility Rates

Electricity	Dominion Electric 1/1/2024
Natural Gas	Washington Gas 2022.02.01

Fuel Summary



Property

6165 Leesburg Pike
Falls Church, VA 22044

First Christian Church of Falls Church 1A Mid Ir
1A Mid Int Scenario 1

Organization

Pando Alliance
Zach Smith
717-387-3670

Builder

Inspection Status

Results are projected

Annual Energy Cost

Electric	\$801
----------	-------

Annual End-Use Cost

Heating	\$123
Cooling	\$44
Water Heating	\$137
Lights & Appliances	\$368
Onsite Generation	-\$0
Service Charges	\$129
Total	\$801

Annual End-Use Consumption

Heating [Electric kWh]	1,020.7
Cooling [Electric kWh]	369.8
Hot Water [Electric kWh]	1,142.1
Lights & Appliances [Electric kWh]	3,058.1
Total [Electric kWh]	5,590.7
Total Onsite Generation [Electric kWh]	0.0

Peak Electric Consumption

Peak Winter kW	1.00
Peak Summer kW	0.96

Utility Rates

Electricity	Dominion Electric 1/1/2024
Natural Gas	Washington Gas 2022.02.01

Fuel Summary



Property

6165 Leesburg Pike
Falls Church, VA 22044

First Christian Church of Falls Church 1A Podiu
1A Podium Scenario 1

Organization

Pando Alliance
Zach Smith
717-387-3670

Builder

Inspection Status

Results are projected

Annual Energy Cost

Electric	\$836
----------	-------

Annual End-Use Cost

Heating	\$164
Cooling	\$39
Water Heating	\$138
Lights & Appliances	\$366
Onsite Generation	-\$0
Service Charges	\$129
Total	\$836

Annual End-Use Consumption

Heating [Electric kWh]	1,366.5
Cooling [Electric kWh]	325.3
Hot Water [Electric kWh]	1,144.4
Lights & Appliances [Electric kWh]	3,045.3
Total [Electric kWh]	5,881.4
Total Onsite Generation [Electric kWh]	0.0

Peak Electric Consumption

Peak Winter kW	1.14
Peak Summer kW	0.93

Utility Rates

Electricity	Dominion Electric 1/1/2024
Natural Gas	Washington Gas 2022.02.01

Fuel Summary



Property

6165 Leesburg Pike
Falls Church, VA 22044

First Christian Church of Falls Church 1A Top E:
1A Top Ext Scenario 1

Organization

Pando Alliance
Zach Smith
717-387-3670

Builder

Inspection Status

Results are projected

Annual Energy Cost

Electric	\$851
----------	-------

Annual End-Use Cost

Heating	\$168
Cooling	\$49
Water Heating	\$137
Lights & Appliances	\$367
Onsite Generation	-\$0
Service Charges	\$129
Total	\$851

Annual End-Use Consumption

Heating [Electric kWh]	1,400.6
Cooling [Electric kWh]	408.7
Hot Water [Electric kWh]	1,142.6
Lights & Appliances [Electric kWh]	3,055.8
Total [Electric kWh]	6,007.7
Total Onsite Generation [Electric kWh]	0.0

Peak Electric Consumption

Peak Winter kW	1.17
Peak Summer kW	0.94

Utility Rates

Electricity	Dominion Electric 1/1/2024
Natural Gas	Washington Gas 2022.02.01

Fuel Summary



Property

6165 Leesburg Pike
Falls Church, VA 22044

First Christian Church of Falls Church 1A Top Ir
1A Top Int Scenario 1

Organization

Pando Alliance
Zach Smith
717-387-3670

Builder

Inspection Status

Results are projected

Annual Energy Cost

Electric	\$820
----------	-------

Annual End-Use Cost

Heating	\$143
Cooling	\$43
Water Heating	\$137
Lights & Appliances	\$367
Onsite Generation	-\$0
Service Charges	\$129
Total	\$820

Annual End-Use Consumption

Heating [Electric kWh]	1,188.8
Cooling [Electric kWh]	355.1
Hot Water [Electric kWh]	1,142.5
Lights & Appliances [Electric kWh]	3,055.8
Total [Electric kWh]	5,742.1
Total Onsite Generation [Electric kWh]	0.0

Peak Electric Consumption

Peak Winter kW	1.07
Peak Summer kW	0.91

Utility Rates

Electricity	Dominion Electric 1/1/2024
Natural Gas	Washington Gas 2022.02.01

Fuel Summary



Property

6165 Leesburg Pike
Falls Church, VA 22044

First Christian Church of Falls Church 1B Mid Ir
1B Mid Scenario 1

Organization

Pando Alliance
Zach Smith
717-387-3670

Builder

Inspection Status

Results are projected

Annual Energy Cost

Electric	\$786
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Annual End-Use Cost

Heating	\$120
Cooling	\$36
Water Heating	\$138
Lights & Appliances	\$363
Onsite Generation	-\$0
Service Charges	\$129
Total	\$786

Annual End-Use Consumption

Heating [Electric kWh]	1,001.8
Cooling [Electric kWh]	297.4
Hot Water [Electric kWh]	1,146.3
Lights & Appliances [Electric kWh]	3,019.5
Total [Electric kWh]	5,465.0
Total Onsite Generation [Electric kWh]	0.0

Peak Electric Consumption

Peak Winter kW	0.99
Peak Summer kW	0.90

Utility Rates

Electricity	Dominion Electric 1/1/2024
Natural Gas	Washington Gas 2022.02.01

Fuel Summary



Property

6165 Leesburg Pike
Falls Church, VA 22044

First Christian Church of Falls Church 1B Podiu
1B Podium Scenario 1

Organization

Pando Alliance
Zach Smith
717-387-3670

Builder

Inspection Status

Results are projected

Annual Energy Cost

Electric	\$823
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Annual End-Use Cost

Heating	\$155
Cooling	\$36
Water Heating	\$138
Lights & Appliances	\$365
Onsite Generation	-\$0
Service Charges	\$129
Total	\$823

Annual End-Use Consumption

Heating [Electric kWh]	1,286.6
Cooling [Electric kWh]	297.1
Hot Water [Electric kWh]	1,144.9
Lights & Appliances [Electric kWh]	3,040.6
Total [Electric kWh]	5,769.2
Total Onsite Generation [Electric kWh]	0.0

Peak Electric Consumption

Peak Winter kW	1.09
Peak Summer kW	0.91

Utility Rates

Electricity	Dominion Electric 1/1/2024
Natural Gas	Washington Gas 2022.02.01

Fuel Summary



Property

6165 Leesburg Pike
Falls Church, VA 22044

First Christian Church of Falls Church 1B Top In
1B Top Scenario 1

Organization

Pando Alliance
Zach Smith
717-387-3670

Builder

Inspection Status

Results are projected

Annual Energy Cost

Electric	\$818
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Annual End-Use Cost

Heating	\$146
Cooling	\$42
Water Heating	\$138
Lights & Appliances	\$363
Onsite Generation	-\$0
Service Charges	\$129
Total	\$818

Annual End-Use Consumption

Heating [Electric kWh]	1,212.1
Cooling [Electric kWh]	352.7
Hot Water [Electric kWh]	1,146.5
Lights & Appliances [Electric kWh]	3,019.5
Total [Electric kWh]	5,730.9
Total Onsite Generation [Electric kWh]	0.0

Peak Electric Consumption

Peak Winter kW	1.08
Peak Summer kW	0.90

Utility Rates

Electricity	Dominion Electric 1/1/2024
Natural Gas	Washington Gas 2022.02.01

Fuel Summary



Property

6165 Leesburg Pike
Falls Church, VA 22044

First Christian Church of Falls Church 2A Mid E
2A Mid Ext Scenario 1

Organization

Pando Alliance
Zach Smith
717-387-3670

Builder

Inspection Status

Results are projected

Annual Energy Cost

Electric	\$929
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Annual End-Use Cost

Heating	\$234
Cooling	\$50
Water Heating	\$48
Lights & Appliances	\$467
Onsite Generation	-\$0
Service Charges	\$129
Total	\$929

Annual End-Use Consumption

Heating [Electric kWh]	1,947.7
Cooling [Electric kWh]	417.0
Hot Water [Electric kWh]	399.0
Lights & Appliances [Electric kWh]	3,886.4
Total [Electric kWh]	6,650.2
Total Onsite Generation [Electric kWh]	0.0

Peak Electric Consumption

Peak Winter kW	1.25
Peak Summer kW	1.06

Utility Rates

Electricity	Dominion Electric 1/1/2024
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Fuel Summary



Property

6165 Leesburg Pike
Falls Church, VA 22044

First Christian Church of Falls Church 2A Podiu
2A Podium Scenario 1

Organization

Pando Alliance
Zach Smith
717-387-3670

Builder

Inspection Status

Results are projected

Annual Energy Cost

Electric	\$1,002
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Annual End-Use Cost

Heating	\$304
Cooling	\$53
Water Heating	\$48
Lights & Appliances	\$467
Onsite Generation	-\$0
Service Charges	\$129
Total	\$1,002

Annual End-Use Consumption

Heating [Electric kWh]	2,525.3
Cooling [Electric kWh]	444.4
Hot Water [Electric kWh]	400.1
Lights & Appliances [Electric kWh]	3,886.4
Total [Electric kWh]	7,256.3
Total Onsite Generation [Electric kWh]	0.0

Peak Electric Consumption

Peak Winter kW	1.48
Peak Summer kW	1.09

Utility Rates

Electricity	Dominion Electric 1/1/2024
Natural Gas	Washington Gas 2022.02.01

Lighting and Appliances



Property

6165 Leesburg Pike
Falls Church, VA 22044

Organization

Pando Alliance
Zach Smith
717-387-3670

Inspection Status

Results are projected

First Christian Church of Falls Church 2B Tr
2B Top Scenario 1

Builder

ANNUAL SUMMARY

Summary

	Consumption	Annual Cost [\$]
Lighting [kWh/Year]	510.4	61
Electric Appliances [kWh/Year]	3,426.3	412
Fossil Fuel Appliances [MBtu/Year]	0.0	0
Total	-	473

LIGHTING

Lighting Scheme

	Consumption [kWh/Year]	Annual Cost [\$]
Interior Lighting	354.4	43
Exterior Lighting	156.1	19
Garage Lighting	0.0	0
Total	510.4	61

FOSSIL FUEL APPLIANCES

Appliance Type

	Consumption [MBtu/Year]	Annual Cost [\$]
Clothes Dryer	0.0	0
Range/Oven	0.0	0
Total	0.0	0

ELECTRIC APPLIANCES

Appliance Type

	Consumption [kWh/Year]	Annual Cost [\$]
Dishwasher	213.1	26
Range/Oven	409.0	49
Refrigerator	400.0	48
Clothes Dryer	327.2	39
Clothes Washer	39.6	5
Mechanical Ventilation	466.2	56
Ceiling Fan	0.0	0
Television	551.0	66
Miscellaneous	1,020.1	123
Total	3,426.3	412

Lighting and Appliances



Property

6165 Leesburg Pike
Falls Church, VA 22044

Organization

Pando Alliance
Zach Smith
717-387-3670

Inspection Status

Results are projected

First Christian Church of Falls Church 2B M
2B Mid Scenario 1

Builder

ANNUAL SUMMARY

Summary

	Consumption	Annual Cost [\$]
Lighting [kWh/Year]	510.4	61
Electric Appliances [kWh/Year]	3,426.3	412
Fossil Fuel Appliances [MBtu/Year]	0.0	0
Total	-	473

LIGHTING

Lighting Scheme

	Consumption [kWh/Year]	Annual Cost [\$]
Interior Lighting	354.4	43
Exterior Lighting	156.1	19
Garage Lighting	0.0	0
Total	510.4	61

FOSSIL FUEL APPLIANCES

Appliance Type

	Consumption [MBtu/Year]	Annual Cost [\$]
Clothes Dryer	0.0	0
Range/Oven	0.0	0
Total	0.0	0

ELECTRIC APPLIANCES

Appliance Type

	Consumption [kWh/Year]	Annual Cost [\$]
Dishwasher	213.1	26
Range/Oven	409.0	49
Refrigerator	400.0	48
Clothes Dryer	327.2	39
Clothes Washer	39.6	5
Mechanical Ventilation	466.2	56
Ceiling Fan	0.0	0
Television	551.0	66
Miscellaneous	1,020.1	123
Total	3,426.3	412

Lighting and Appliances



Property

6165 Leesburg Pike
Falls Church, VA 22044

Organization

Pando Alliance
Zach Smith
717-387-3670

Inspection Status

Results are projected

First Christian Church of Falls Church 2A T
2A Top Ext Scenario 1

Builder

ANNUAL SUMMARY

Summary

	Consumption	Annual Cost [\$]
Lighting [kWh/Year]	499.3	60
Electric Appliances [kWh/Year]	3,387.2	407
Fossil Fuel Appliances [MBtu/Year]	0.0	0
Total	-	467

LIGHTING

Lighting Scheme

	Consumption [kWh/Year]	Annual Cost [\$]
Interior Lighting	345.4	42
Exterior Lighting	153.9	18
Garage Lighting	0.0	0
Total	499.3	60

FOSSIL FUEL APPLIANCES

Appliance Type

	Consumption [MBtu/Year]	Annual Cost [\$]
Clothes Dryer	0.0	0
Range/Oven	0.0	0
Total	0.0	0

ELECTRIC APPLIANCES

Appliance Type

	Consumption [kWh/Year]	Annual Cost [\$]
Dishwasher	213.1	26
Range/Oven	409.0	49
Refrigerator	400.0	48
Clothes Dryer	327.2	39
Clothes Washer	39.6	5
Mechanical Ventilation	466.2	56
Ceiling Fan	0.0	0
Television	551.0	66
Miscellaneous	981.0	118
Total	3,387.2	407

Lighting and Appliances



Property

6165 Leesburg Pike
Falls Church, VA 22044

Organization

Pando Alliance
Zach Smith
717-387-3670

Inspection Status

Results are projected

First Christian Church of Falls Church 2A P
2A Podium Scenario 1

Builder

ANNUAL SUMMARY

Summary

	Consumption	Annual Cost [\$]
Lighting [kWh/Year]	499.3	60
Electric Appliances [kWh/Year]	3,387.2	407
Fossil Fuel Appliances [MBtu/Year]	0.0	0
Total	-	467

LIGHTING

Lighting Scheme

	Consumption [kWh/Year]	Annual Cost [\$]
Interior Lighting	345.4	42
Exterior Lighting	153.9	18
Garage Lighting	0.0	0
Total	499.3	60

FOSSIL FUEL APPLIANCES

Appliance Type

	Consumption [MBtu/Year]	Annual Cost [\$]
Clothes Dryer	0.0	0
Range/Oven	0.0	0
Total	0.0	0

ELECTRIC APPLIANCES

Appliance Type

	Consumption [kWh/Year]	Annual Cost [\$]
Dishwasher	213.1	26
Range/Oven	409.0	49
Refrigerator	400.0	48
Clothes Dryer	327.2	39
Clothes Washer	39.6	5
Mechanical Ventilation	466.2	56
Ceiling Fan	0.0	0
Television	551.0	66
Miscellaneous	981.0	118
Total	3,387.2	407

Lighting and Appliances



Property

6165 Leesburg Pike
Falls Church, VA 22044

Organization

Pando Alliance
Zach Smith
717-387-3670

Inspection Status

Results are projected

First Christian Church of Falls Church 2A N
2A Mid Ext Scenario 1

Builder

ANNUAL SUMMARY

Summary

	Consumption	Annual Cost [\$]
Lighting [kWh/Year]	499.3	60
Electric Appliances [kWh/Year]	3,387.2	407
Fossil Fuel Appliances [MBtu/Year]	0.0	0
Total	-	467

LIGHTING

Lighting Scheme

	Consumption [kWh/Year]	Annual Cost [\$]
Interior Lighting	345.4	42
Exterior Lighting	153.9	18
Garage Lighting	0.0	0
Total	499.3	60

FOSSIL FUEL APPLIANCES

Appliance Type

	Consumption [MBtu/Year]	Annual Cost [\$]
Clothes Dryer	0.0	0
Range/Oven	0.0	0
Total	0.0	0

ELECTRIC APPLIANCES

Appliance Type

	Consumption [kWh/Year]	Annual Cost [\$]
Dishwasher	213.1	26
Range/Oven	409.0	49
Refrigerator	400.0	48
Clothes Dryer	327.2	39
Clothes Washer	39.6	5
Mechanical Ventilation	466.2	56
Ceiling Fan	0.0	0
Television	551.0	66
Miscellaneous	981.0	118
Total	3,387.2	407

Lighting and Appliances



Property

6165 Leesburg Pike
Falls Church, VA 22044

Organization

Pando Alliance
Zach Smith
717-387-3670

Inspection Status

Results are projected

First Christian Church of Falls Church 1B Tr
1B Top Scenario 1

Builder

ANNUAL SUMMARY

Summary

	Consumption	Annual Cost [\$]
Lighting [kWh/Year]	390.4	47
Electric Appliances [kWh/Year]	2,629.1	316
Fossil Fuel Appliances [MBtu/Year]	0.0	0
Total	-	363

LIGHTING

Lighting Scheme

	Consumption [kWh/Year]	Annual Cost [\$]
Interior Lighting	257.5	31
Exterior Lighting	133.0	16
Garage Lighting	0.0	0
Total	390.4	47

FOSSIL FUEL APPLIANCES

Appliance Type

	Consumption [MBtu/Year]	Annual Cost [\$]
Clothes Dryer	0.0	0
Range/Oven	0.0	0
Total	0.0	0

ELECTRIC APPLIANCES

Appliance Type

	Consumption [kWh/Year]	Annual Cost [\$]
Dishwasher	166.1	20
Range/Oven	370.0	44
Refrigerator	400.0	48
Clothes Dryer	268.0	32
Clothes Washer	32.4	4
Mechanical Ventilation	310.8	37
Ceiling Fan	0.0	0
Television	482.0	58
Miscellaneous	599.7	72
Total	2,629.1	316

Lighting and Appliances



Property

6165 Leesburg Pike
Falls Church, VA 22044

Organization

Pando Alliance
Zach Smith
717-387-3670

Inspection Status

Results are projected

First Christian Church of Falls Church 1B P
1B Podium Scenario 1

Builder

ANNUAL SUMMARY

Summary

	Consumption	Annual Cost [\$]
Lighting [kWh/Year]	395.1	47
Electric Appliances [kWh/Year]	2,645.5	318
Fossil Fuel Appliances [MBtu/Year]	0.0	0
Total	-	365

LIGHTING

Lighting Scheme

	Consumption [kWh/Year]	Annual Cost [\$]
Interior Lighting	261.3	31
Exterior Lighting	133.9	16
Garage Lighting	0.0	0
Total	395.1	47

FOSSIL FUEL APPLIANCES

Appliance Type

	Consumption [MBtu/Year]	Annual Cost [\$]
Clothes Dryer	0.0	0
Range/Oven	0.0	0
Total	0.0	0

ELECTRIC APPLIANCES

Appliance Type

	Consumption [kWh/Year]	Annual Cost [\$]
Dishwasher	166.1	20
Range/Oven	370.0	44
Refrigerator	400.0	48
Clothes Dryer	268.0	32
Clothes Washer	32.4	4
Mechanical Ventilation	310.8	37
Ceiling Fan	0.0	0
Television	482.0	58
Miscellaneous	616.1	74
Total	2,645.5	318

Lighting and Appliances



Property

6165 Leesburg Pike
Falls Church, VA 22044

Organization

Pando Alliance
Zach Smith
717-387-3670

Inspection Status

Results are projected

First Christian Church of Falls Church 1B M
1B Mid Scenario 1

Builder

ANNUAL SUMMARY

Summary

	Consumption	Annual Cost [\$]
Lighting [kWh/Year]	390.4	47
Electric Appliances [kWh/Year]	2,629.1	316
Fossil Fuel Appliances [MBtu/Year]	0.0	0
Total	-	363

LIGHTING

Lighting Scheme

	Consumption [kWh/Year]	Annual Cost [\$]
Interior Lighting	257.5	31
Exterior Lighting	133.0	16
Garage Lighting	0.0	0
Total	390.4	47

FOSSIL FUEL APPLIANCES

Appliance Type

	Consumption [MBtu/Year]	Annual Cost [\$]
Clothes Dryer	0.0	0
Range/Oven	0.0	0
Total	0.0	0

ELECTRIC APPLIANCES

Appliance Type

	Consumption [kWh/Year]	Annual Cost [\$]
Dishwasher	166.1	20
Range/Oven	370.0	44
Refrigerator	400.0	48
Clothes Dryer	268.0	32
Clothes Washer	32.4	4
Mechanical Ventilation	310.8	37
Ceiling Fan	0.0	0
Television	482.0	58
Miscellaneous	599.7	72
Total	2,629.1	316

Lighting and Appliances



Property

6165 Leesburg Pike
Falls Church, VA 22044

Organization

Pando Alliance
Zach Smith
717-387-3670

Inspection Status

Results are projected

First Christian Church of Falls Church 1A T
1A Top Int Scenario 1

Builder

ANNUAL SUMMARY

Summary

	Consumption	Annual Cost [\$]
Lighting [kWh/Year]	398.5	48
Electric Appliances [kWh/Year]	2,657.3	319
Fossil Fuel Appliances [MBtu/Year]	0.0	0
Total	-	367

LIGHTING

Lighting Scheme

	Consumption [kWh/Year]	Annual Cost [\$]
Interior Lighting	264.0	32
Exterior Lighting	134.5	16
Garage Lighting	0.0	0
Total	398.5	48

FOSSIL FUEL APPLIANCES

Appliance Type

	Consumption [MBtu/Year]	Annual Cost [\$]
Clothes Dryer	0.0	0
Range/Oven	0.0	0
Total	0.0	0

ELECTRIC APPLIANCES

Appliance Type

	Consumption [kWh/Year]	Annual Cost [\$]
Dishwasher	166.1	20
Range/Oven	370.0	44
Refrigerator	400.0	48
Clothes Dryer	268.0	32
Clothes Washer	32.4	4
Mechanical Ventilation	310.8	37
Ceiling Fan	0.0	0
Television	482.0	58
Miscellaneous	627.9	75
Total	2,657.3	319

Lighting and Appliances



Property

6165 Leesburg Pike
Falls Church, VA 22044

Organization

Pando Alliance
Zach Smith
717-387-3670

Inspection Status

Results are projected

First Christian Church of Falls Church 1A T
1A Top Ext Scenario 1

Builder

ANNUAL SUMMARY

Summary

	Consumption	Annual Cost [\$]
Lighting [kWh/Year]	398.5	48
Electric Appliances [kWh/Year]	2,657.3	319
Fossil Fuel Appliances [MBtu/Year]	0.0	0
Total	-	367

LIGHTING

Lighting Scheme

	Consumption [kWh/Year]	Annual Cost [\$]
Interior Lighting	264.0	32
Exterior Lighting	134.5	16
Garage Lighting	0.0	0
Total	398.5	48

FOSSIL FUEL APPLIANCES

Appliance Type

	Consumption [MBtu/Year]	Annual Cost [\$]
Clothes Dryer	0.0	0
Range/Oven	0.0	0
Total	0.0	0

ELECTRIC APPLIANCES

Appliance Type

	Consumption [kWh/Year]	Annual Cost [\$]
Dishwasher	166.1	20
Range/Oven	370.0	44
Refrigerator	400.0	48
Clothes Dryer	268.0	32
Clothes Washer	32.4	4
Mechanical Ventilation	310.8	37
Ceiling Fan	0.0	0
Television	482.0	58
Miscellaneous	627.9	75
Total	2,657.3	319

Lighting and Appliances



Property

6165 Leesburg Pike
Falls Church, VA 22044

Organization

Pando Alliance
Zach Smith
717-387-3670

Inspection Status

Results are projected

First Christian Church of Falls Church 1A P
1A Podium Scenario 1

Builder

ANNUAL SUMMARY

Summary

	Consumption	Annual Cost [\$]
Lighting [kWh/Year]	396.2	48
Electric Appliances [kWh/Year]	2,649.1	318
Fossil Fuel Appliances [MBtu/Year]	0.0	0
Total	-	366

LIGHTING

Lighting Scheme

	Consumption [kWh/Year]	Annual Cost [\$]
Interior Lighting	262.1	32
Exterior Lighting	134.1	16
Garage Lighting	0.0	0
Total	396.2	48

FOSSIL FUEL APPLIANCES

Appliance Type

	Consumption [MBtu/Year]	Annual Cost [\$]
Clothes Dryer	0.0	0
Range/Oven	0.0	0
Total	0.0	0

ELECTRIC APPLIANCES

Appliance Type

	Consumption [kWh/Year]	Annual Cost [\$]
Dishwasher	166.1	20
Range/Oven	370.0	44
Refrigerator	400.0	48
Clothes Dryer	268.0	32
Clothes Washer	32.4	4
Mechanical Ventilation	310.8	37
Ceiling Fan	0.0	0
Television	482.0	58
Miscellaneous	619.7	74
Total	2,649.1	318

Lighting and Appliances



Property

6165 Leesburg Pike
Falls Church, VA 22044

Organization

Pando Alliance
Zach Smith
717-387-3670

Inspection Status

Results are projected

First Christian Church of Falls Church 1A A
1A Mid Int Scenario 1

Builder

ANNUAL SUMMARY

Summary

	Consumption	Annual Cost [\$]
Lighting [kWh/Year]	399.0	48
Electric Appliances [kWh/Year]	2,659.1	320
Fossil Fuel Appliances [MBtu/Year]	0.0	0
Total	-	368

LIGHTING

Lighting Scheme

	Consumption [kWh/Year]	Annual Cost [\$]
Interior Lighting	264.4	32
Exterior Lighting	134.6	16
Garage Lighting	0.0	0
Total	399.0	48

FOSSIL FUEL APPLIANCES

Appliance Type

	Consumption [MBtu/Year]	Annual Cost [\$]
Clothes Dryer	0.0	0
Range/Oven	0.0	0
Total	0.0	0

ELECTRIC APPLIANCES

Appliance Type

	Consumption [kWh/Year]	Annual Cost [\$]
Dishwasher	166.1	20
Range/Oven	370.0	44
Refrigerator	400.0	48
Clothes Dryer	268.0	32
Clothes Washer	32.4	4
Mechanical Ventilation	310.8	37
Ceiling Fan	0.0	0
Television	482.0	58
Miscellaneous	629.7	76
Total	2,659.1	320

Lighting and Appliances



Property

6165 Leesburg Pike
Falls Church, VA 22044

Organization

Pando Alliance
Zach Smith
717-387-3670

Inspection Status

Results are projected

First Christian Church of Falls Church 2E M
2E Mid Scenario 1

Builder

ANNUAL SUMMARY

Summary

	Consumption	Annual Cost [\$]
Lighting [kWh/Year]	464.2	56
Electric Appliances [kWh/Year]	3,225.5	388
Fossil Fuel Appliances [MBtu/Year]	0.0	0
Total	-	443

LIGHTING

Lighting Scheme

	Consumption [kWh/Year]	Annual Cost [\$]
Interior Lighting	317.1	38
Exterior Lighting	147.2	18
Garage Lighting	0.0	0
Total	464.2	56

FOSSIL FUEL APPLIANCES

Appliance Type

	Consumption [MBtu/Year]	Annual Cost [\$]
Clothes Dryer	0.0	0
Range/Oven	0.0	0
Total	0.0	0

ELECTRIC APPLIANCES

Appliance Type

	Consumption [kWh/Year]	Annual Cost [\$]
Dishwasher	213.1	26
Range/Oven	409.0	49
Refrigerator	400.0	48
Clothes Dryer	327.2	39
Clothes Washer	39.6	5
Mechanical Ventilation	427.4	51
Ceiling Fan	0.0	0
Television	551.0	66
Miscellaneous	858.1	103
Total	3,225.5	388

Lighting and Appliances



Property

6165 Leesburg Pike
Falls Church, VA 22044

Organization

Pando Alliance
Zach Smith
717-387-3670

Inspection Status

Results are projected

First Christian Church of Falls Church 2C T
2C Top Scenario 1

Builder

ANNUAL SUMMARY

Summary

	Consumption	Annual Cost [\$]
Lighting [kWh/Year]	466.3	56
Electric Appliances [kWh/Year]	3,232.7	389
Fossil Fuel Appliances [MBtu/Year]	0.0	0
Total	-	445

LIGHTING

Lighting Scheme

	Consumption [kWh/Year]	Annual Cost [\$]
Interior Lighting	318.7	38
Exterior Lighting	147.6	18
Garage Lighting	0.0	0
Total	466.3	56

FOSSIL FUEL APPLIANCES

Appliance Type

	Consumption [MBtu/Year]	Annual Cost [\$]
Clothes Dryer	0.0	0
Range/Oven	0.0	0
Total	0.0	0

ELECTRIC APPLIANCES

Appliance Type

	Consumption [kWh/Year]	Annual Cost [\$]
Dishwasher	213.1	26
Range/Oven	409.0	49
Refrigerator	400.0	48
Clothes Dryer	327.2	39
Clothes Washer	39.6	5
Mechanical Ventilation	427.4	51
Ceiling Fan	0.0	0
Television	551.0	66
Miscellaneous	865.4	104
Total	3,232.7	389

Lighting and Appliances



Property

6165 Leesburg Pike
Falls Church, VA 22044

Organization

Pando Alliance
Zach Smith
717-387-3670

Inspection Status

Results are projected

First Christian Church of Falls Church 2C P
2C Podium Scenario 1

Builder

ANNUAL SUMMARY

Summary

	Consumption	Annual Cost [\$]
Lighting [kWh/Year]	466.3	56
Electric Appliances [kWh/Year]	3,209.4	386
Fossil Fuel Appliances [MBtu/Year]	0.0	0
Total	-	442

LIGHTING

Lighting Scheme

	Consumption [kWh/Year]	Annual Cost [\$]
Interior Lighting	318.7	38
Exterior Lighting	147.6	18
Garage Lighting	0.0	0
Total	466.3	56

FOSSIL FUEL APPLIANCES

Appliance Type

	Consumption [MBtu/Year]	Annual Cost [\$]
Clothes Dryer	0.0	0
Range/Oven	0.0	0
Total	0.0	0

ELECTRIC APPLIANCES

Appliance Type

	Consumption [kWh/Year]	Annual Cost [\$]
Dishwasher	213.1	26
Range/Oven	409.0	49
Refrigerator	400.0	48
Clothes Dryer	327.2	39
Clothes Washer	39.6	5
Mechanical Ventilation	404.0	49
Ceiling Fan	0.0	0
Television	551.0	66
Miscellaneous	865.4	104
Total	3,209.4	386

Lighting and Appliances



Property

6165 Leesburg Pike
Falls Church, VA 22044

Organization

Pando Alliance
Zach Smith
717-387-3670

Inspection Status

Results are projected

First Christian Church of Falls Church 2C M
2C Mid Scenario 1

Builder

ANNUAL SUMMARY

Summary

	Consumption	Annual Cost [\$]
Lighting [kWh/Year]	466.3	56
Electric Appliances [kWh/Year]	3,232.7	389
Fossil Fuel Appliances [MBtu/Year]	0.0	0
Total	-	445

LIGHTING

Lighting Scheme

	Consumption [kWh/Year]	Annual Cost [\$]
Interior Lighting	318.7	38
Exterior Lighting	147.6	18
Garage Lighting	0.0	0
Total	466.3	56

FOSSIL FUEL APPLIANCES

Appliance Type

	Consumption [MBtu/Year]	Annual Cost [\$]
Clothes Dryer	0.0	0
Range/Oven	0.0	0
Total	0.0	0

ELECTRIC APPLIANCES

Appliance Type

	Consumption [kWh/Year]	Annual Cost [\$]
Dishwasher	213.1	26
Range/Oven	409.0	49
Refrigerator	400.0	48
Clothes Dryer	327.2	39
Clothes Washer	39.6	5
Mechanical Ventilation	427.4	51
Ceiling Fan	0.0	0
Television	551.0	66
Miscellaneous	865.4	104
Total	3,232.7	389

Tab S:

Supportive House Mandatory
Certification and Documentation

N/A

Tab T:

Funding Documentation



County of Fairfax, Virginia

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

March 6, 2024

Wesley Housing
2311 Huntington Avenue
Alexandria, Virginia 22303
Attn: Kamilah McAfee

Re: Financing Commitment
Kindred Crossing Project / 6165 Leesburg Pike

Dear Ms. McAfee:

The Fairfax County Redevelopment and Housing Authority (the "Housing Authority") has approved and anticipates funding subordinate loans up to an amount of \$9,700,000 to Wesley FCC LLC for the Kindred Crossing project, located at 6165 Leesburg Pike, Fairfax, Virginia. This Commitment is conditioned on Wesley FCC obtaining a reservation of low-income housing tax credits from Virginia Housing for the project that is consistent with the application submitted to Virginia Housing for its 2024 funding round.

The Housing Authority loan will bear interest at two percent (2%) annually for a term of thirty (30) years, or such longer term as is coterminous with the approved senior financing. The loan will be made in accordance with the procedures of the Housing Authority and will be documented with the Housing Authority's form loan documents.

We look forward to working with you.

Sincerely,

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



Glenn Youngkin
Governor

Caren Merrick
Secretary of
Commerce and Trade

COMMONWEALTH of VIRGINIA

DEPARTMENT OF
HOUSING AND COMMUNITY DEVELOPMENT

6/6/2023

Bryan W. Horn
Director

Judith Cabelli
Director of Real Estate Development
Wesley Housing Development Corporation
5515 Cherokee Avenue
Alexandria, VA 22312
jcabelli@whdc.org

Re: Affordable and Special Needs Housing Funding
Proposal

Dear Ms. Judith Cabelli:

On behalf of the Department of Housing and Community Development (DHCD), it gives me great pleasure to inform you that Wesley Housing Development Corporation will receive a preliminary offer from the October 2022 Affordable and Special Needs Housing application cycle to support the First Christian Church of Falls Church project in the following amounts:

\$700,000 from Virginia Housing Trust Fund
\$2,000,000 from Housing Innovations in Energy Efficiency

Under separate cover you will receive the terms of this offer, including any requirements to meet federal environmental review. DHCD has approved the extension of this preliminary award through the 2024 9% Low Income Housing Tax Credit application cycle.

Any adjustments to the application submitted including, but not limited to, changes in committed capital sources, operating expense budgets, and unit mix must be approved by DHCD before the program funding agreement is transferred to Virginia Housing to request formal loan documents be drafted. The expectation of execution of the program agreement by October 31, 2023 has been approved for extension.

A member of our team will contact you via email to begin the contract negotiation process soon. We are pleased to work with Wesley Housing Development Corporation in its affordable housing efforts.

Sincerely,

Sandra Powell
Senior Deputy Director
Community Development & Housing





County of Fairfax, Virginia

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

02/27/2024

Mr. David Johnson, Project Manager
Wesley Housing Development Corporation
2311 Huntington Avenue
Alexandria, Virginia 22303

Reference: First Christian Church Independent Living Facility

Dear Mr. Johnson:

The purpose of this letter is to confirm that Fairfax County Department of Public Works and Environmental Services (DPWES) will provide funding to support stormwater management facilities at the First Christian Church Independent Living Facility. Funding provided will be consistent with 50% of the cost difference between the standard regulatory development condition (Scenario #1) and the 100-year good, forested condition (Scenario #2), as outlined in Special Exception Application SE 2022-MA-00026 Development Condition #31, dated February 21, 2023.

Based on the stormwater scenario cost estimates provided by Wesley Housing Development Corporation on November 15, 2023, the cost difference or delta between these two scenarios is \$737,078. DPWES is committed to funding 50% of this amount or \$368,539. It is understood that this amount is the current estimate and that the amount requested of DPWES may increase or decrease as the First Christian Church Independent Living Facility development plans are finalized. Fairfax County reserves the right to review and verify that any cost increases are reasonable.

Sincerely,

DocuSigned by:

B67971E9F026404...
Christopher Herrington
Director

cc: Eleanor Ku Coddling, Deputy Director, Department of Public Works and Environmental Services (DPWES), Stormwater and Wastewater Divisions
Joni Calmbacher, Director, DPWES, Stormwater Planning Division
Anna Shapiro, Deputy Director, Housing and Community Development

Department of Public Works and Environmental Services
Director's Office

12000 Government Center Parkway, Suite 448
Fairfax, VA 22035-0050
Phone: 703-324-5033, TTY 711, Fax: 703-653-7145
www.fairfaxcounty.gov/publicworks





Glenn A. Youngkin
Governor

Caren Merrick
Secretary of
Commerce and Trade

COMMONWEALTH of VIRGINIA

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

Bryan W. Horn
Director

March 20, 2024

David Johnson
Project Manager
Wesley Housing Development Corporation
Via: davidjohnson@whdc.org

Proposed Affordable & Special Needs Housing Financing Offer

Dear David Johnson,

I am pleased to advise you that the Department of Housing and Community Development has approved the loan request(s) of Wesley Housing Development Corporation for the **First Christian Church of Falls Church** project. Included with this letter are the proposed rate(s) and terms granted to you in accordance with the project description from the Fall 2023 Affordable and Special Needs Housing Program application for First Christian Church of Falls Church.

Please review the attached offer letter carefully as it includes important information regarding the negotiable and non-negotiable terms of the loan.

If there have been any changes to the First Christian Church of Falls Church project since your application was submitted, please attach the updated or new information with your response, as any adjustment to the capital or operating expense budgets, pro forma, or any other project parameters must be approved by DHCD before the program agreements will be executed. Additionally, program agreements will not be executed until the project receives the allocation of Spring 2024 9% Low Income Housing Tax Credits, as included as an uncommitted source in the project's Fall 2023 application.

Please note that upon agreement and signature, your program administrator will be in communication regarding the next steps for drafting program agreements. **As this project has previously received another ASNH award, program agreements must be executed by August 15th, 2024, for this preliminary offer to result in a funding commitment and reservation of funds.**

We are looking forward to working with you to provide affordable housing, if you have any questions as it pertains to this offer, please feel free to contact your Program Administrator, **Jordan Meadows at Jordan.Meadows@dhcd.virginia.gov**, or myself at Carly.Lackman@dhcd.virginia.gov.

Sincerely,

Carly Lackman
ASNH Rental Program Manager



Virginia Department of Housing and Community Development | Partners for Better Communities
Main Street Centre | 600 East Main Street, Suite 300 Richmond, VA 23219
www.dhcd.virginia.gov | Phone (804) 371-7000 | Fax (804) 371-7090 | Virginia Relay 7-1-1



Virginia Housing Trust Fund (VHTF)

FY 2024 Loan Terms & Conditions

First Christian Church of Falls Church, Wesley Housing Development Corporation

The **Virginia Department of Housing and Community Development** herein referred to as “**DHCD**” or “**Lender**”, has approved the funding request of **Wesley Housing Development Corporation**, herein referred to as “**Developer**”, for the development **First Christian Church of Falls Church**, herein referred to as the “**Project**”.

Please carefully review the following negotiable and non-negotiable terms of the **Virginia Housing Trust Fund (VHTF)** funding, herein referred to as the “**VHTF Loan**”, for the Project. This terms agreement will be used to draft the VHTF Program Agreement.

Loan Amount and Funding Reservation Expiration

Loan Source: Virginia Housing Trust Fund

Loan Amount: \$1,800,000 from this round, \$2,500,000 total

Deadlines for top offs or new awards for a previously funded project: Program agreements must be executed by **August 15th, 2024**, with an estimated closing of permanent debt to take place no later than **August 15th, 2026**.

DHCD shall be placed in the 2nd lien position, unless otherwise approved by the agency.

**If the Project requires a Sponsor Loan for these funds, please coordinate with your Program Administrator.*

Affordability Period

The compliance and repayment periods begin upon loan closing. This loan constitutes permanent, must-pay, hard debt, which is not cash flow dependent.

Virginia Housing Trust Fund Loan Terms	
Interest Rate	0.00%
Loan Repayment Period	30 years (360 months)
Mandatory Compliance Period	30 years (360 months)
Extended Compliance Period (by developer request – use checkboxes)	<input type="checkbox"/> Coterminous with first mortgage (Virginia Housing) <input type="checkbox"/> Coterminous with first mortgage (HUD)

VHTF - FY 2024 Loan Terms & Conditions,
Continued:
First Christian Church of Falls Church

Fund Disbursement and Loan Closing

It is the intention of the Lender to disburse the VHTF Loan as part of the permanent financing package upon final permanent close, which includes the issuance of the final Certificate of Occupancy or Certificate of Substantial Completion.

Final permanent close shall commence upon receipt of acceptable title, survey, and environmental reports, closing of other required funding, customary due diligence, rehabilitation completion (if applicable), rental occupancy report, and issuance of COO/CSC by a local building official. Impediments to loan closing include but are not limited to, failure to complete construction/renovations, due diligence items, or rent and occupancy requirements for the project in accordance with program requirements.

Loan Forgiveness or Repayment

At the end of a successful 30-year minimum mandatory compliance and/or affordability period, it is the intention of the Lender to forgive the deferred principle. To satisfy prior requests of developer and investor counsel, DHCD standardized the forgiveness language.

The VHTF Program Agreement will include the following uniform forgiveness language:

Section V. Affordability Period - At the end of the Affordability Period, at DHCD's sole discretion, the initial principal and any accrued interest may be either repaid or forgiven, provided the recipient has been in compliance for 30 years.

Unit Designation and Rent Limits

All sources require a minimum of five units which meet the income and rent requirements of the program for which funding is awarded. The Virginia Housing Trust Fund program requires at least five units at or below 80% of the Area Median Income (AMI).

The Project will have all units available for households at or below 80% AMI. The total unit count for the Project is **95**.

Any changes to the unit designation and rent limits included in your application must be approved by DHCD.



VHTF - FY 2024 Loan Terms & Conditions,
Continued:
First Christian Church of Falls Church

Additional Conditions


Estimated Timeline From Application	
Start of Construction	7/1/2023
End of Construction	12/31/2024
Permanent Conversion	2/1/2025

Deadlines for top offs or new awards for a previously funded project: Program agreements must be executed by August 15th, 2024, with an estimated closing of permanent debt to take place no later than August 15th, 2026.

Failure to execute a program agreement within the timeframe above could result in the de-obligation of funds to your project.

Please execute and return this document to DHCD via email. Once received, DHCD will be in communication with you regarding next steps.

The undersigned accepts the obligation of funds, and agrees to the programmatic terms & conditions of the foregoing commitment:


Name: Kamilah McAfee Date: 6/11/24
Title: President and CEO
Organization: Wesley Housing



Tab U:

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

Virginia Housing Free Renter Education Acknowledgement

I, _____, acknowledge I have been presented information regarding the Virginia Housing Free Renter Education to Tenants. I understand it is my responsibility to review the materials listed below at the link provided:

VirginiaHousing.com/Education

Educational materials provided in the link above:

- Rental Search
- Renter Education Guide eBook
- Renter Education Online Course
- Fair Housing Resources
- Renter Rights and Responsibilities

By signing below, I acknowledge I have read this form and understand how to access the Virginia Housing Free Renter Education materials.

Resident Name: _____

Resident Signature: _____

Address: _____

Date: _____

Resident Name: _____

Resident Signature: _____

Address: _____

Date: _____

Tab V:

Nonprofit or LHA Purchase Option or Right of First
Refusal

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

RIGHT OF FIRST REFUSAL AGREEMENT
(Kindred Crossing)

RIGHT OF FIRST REFUSAL AGREEMENT (the "Agreement") dated as of March 13, 2024 by and among **WESLEY KINDRED CROSSING LP**, a Virginia limited partnership (the "Owner" or the "Company"), **WESLEY HOUSING DEVELOPMENT CORPORATION OF NORTHERN VIRGINIA**, a Virginia nonstock, nonprofit corporation (the "Grantee"), and is consented to by **WESLEY FCC MANAGING MEMBER LLC**, a Virginia limited liability company (the "Managing Member"), **[INVESTOR ENTITY]**, a [] limited liability company (the "Investor Member") and [] **SPECIAL LIMITED PARTNER, L.L.C.**, a [] limited liability company (the "Special Member"). The Managing Member, the Investor Member and the Special Member are sometimes collectively referred to herein as the "Consenting Members". The Investor Member and Special Member are sometimes collectively referred to herein as the "Non-Managing Members". This Agreement shall be fully binding upon and inure to the benefit of the parties and their successors and assigns to the foregoing.

Recitals

- A. The Owner, pursuant to its [Amended and Restated] Operating Agreement dated on or about the date hereof by and among the Consenting Members (the "Operating Agreement"), is engaged in the ownership and operation of a 95-unit apartment project for families located in Falls Church, Virginia and commonly known as "Kindred Crossing" (the "Project"). The real property comprising the Project is legally defined on **Exhibit A**.
- B. The Grantee is the sole member of the Managing Member of the Owner and is instrumental to the development and operation of the Project; and
- C. The Owner desires to give, grant, bargain, sell and convey to the Grantees certain rights of first refusal to purchase the Project on the terms and conditions set forth herein;
- D. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Operating Agreement.

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

Section 1. Right of First Refusal

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

any lender of a loan being assumed in connection with the exercise of the Refusal Right to remain with the Project.

Section 2. Exercise of Refusal Right: Purchase Price

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

Section 3. Purchase Price: Closing

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

- (ii) the assumption of any assumable Loans if Grantee has obtained the consent of the lenders to the assumption of such Loans, which consent shall be secured at the sole cost and expense of Grantee; provided, however, that any Purchase Price balance remaining after the assumption of the Loans shall be paid by Grantee in immediately available funds.

Section 4. Conditions Precedent; Termination

- A. Notwithstanding anything in this Agreement to the contrary, the right of the Grantee to exercise the Refusal Right and consummate any purchase pursuant thereto is contingent on each of the following being true and correct at the time of exercise of the Refusal Right and any purchase pursuant thereto:
 - (i) the Grantee or its assignee shall be a “qualified nonprofit organization” as defined in Section 42(h)(5)(C) of the Code or another qualified purchaser described in Section 42(i)(7)(A) of the Code (collectively, each, a “Qualified Beneficiary”); and
 - (ii) the Project continues to be a “qualified low-income housing project” within the meaning of Section 42 of the Code.
- B. This Agreement shall automatically terminate upon the occurrence of any of the following events and, if terminated, shall not be reinstated unless such reinstatement is agreed to in a writing signed by the Grantee and each of the Consenting Members:
 - (i) the transfer of the Property to a lender in total or partial satisfaction of any loan; or
 - (ii) any transfer or attempted transfer of all or any part of the Refusal Right by the Grantee, whether by operation of law or otherwise, except as otherwise permitted under Section 7 of this Agreement; or
 - (iii) the Project ceases to be a “qualified low-income housing project” within the meaning of Section 42 of the Code, or
 - (iv) the Grantee fails to deliver its Election Notice or consummate the purchase of the Property within the timeframes set forth in Section 2 above.
- C. If the Investor Member removes the Managing Member from the Company for failure to cure a default under the Operating Agreement, the Investor Member may elect to release this Agreement as a lien against the Project upon first obtaining the prior written consent of Virginia Housing, which consent may be granted or withheld in Virginia Housing’s sole discretion.

Section 5. Contract and Closing

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

Section 6. Conveyance and Condition of the Property

The Owner's right, title and interest in the Property shall be conveyed by quitclaim deed, subject to such liens, encumbrances and parties in possession as shall exist as of the date of Closing. The Grantee shall accept the Property "**AS IS, WHERE IS**" and "**WITH ALL FAULTS AND DEFECTS,**" latent or otherwise, without any warranty or representation as to the condition thereof whatsoever, including without limitation, without any warranty as to fitness for a particular purpose, habitability, or otherwise and no indemnity for hazardous waste or other conditions with respect to the Property will be provided. It is a condition to Closing that all amounts due to the Owner and the Investor Member from the Grantee or its Affiliates be paid in full. The Grantee shall pay all closing costs, including, without limitation, the Owner's attorney's fees. Upon closing, the Owner shall deliver to the Grantee, along with the deed to the property, an ALTA owner's title insurance policy dated as of the close of escrow in the amount of the purchase price, subject to the liens, encumbrances and other exceptions then affecting the title.

Section 7. Transfer

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

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

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

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

Section 9. Option to Purchase

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

without adversely affecting the status of such owner as owner of its project for federal income tax purposes (or the status of the Investor Member as a partner of the Company for federal income tax purposes) then the parties shall amend this Agreement and the Investor Members shall provide a right of first refusal and/or purchase option, as the case may be, to acquire their Interests for the Purchase Price provided in Section 3 hereof and that meets the requirements of Code Section 42(i)(7).

Section 10. Notice

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

- (i) If to the Owner, at the principal office of the Company set forth in Article II of the Operating Agreement;
- (ii) If to a Consenting Member, at their respective addresses set forth in Schedule A of the Operating Agreement;
- (iii) If to the Grantee, 2311 Huntington Avenue, Alexandria, VA 22303; and

Section 11. Severability of Provisions

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

Section 12. Binding Provisions

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

Section 13. Counterparts

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

Section 14. Governing Law

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

Section 15. Headings

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

Section 16. Amendments

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

Section 17. Time

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

Section 18. Legal Fees

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

Section 19. Subordination

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

Section 20. Rule Against Perpetuities Savings Clause

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

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

The Virginia Housing Development Authority ("Virginia Housing") shall be a third party beneficiary to this Agreement, and the benefits of all of the covenants and restrictions hereof shall inure to the benefit of Virginia Housing, including the right, in addition to all other remedies provided by law or in equity, to apply to any court of competent jurisdiction within the Commonwealth of Virginia to enforce specific performance by the parties or to obtain an injunction against any violations hereof, or to obtain such other relief as may be appropriate. The Authority and its agents shall have those rights and powers with respect to the Project as set forth in the Act and the Virginia Housing Rules and Regulations

promulgated thereunder, including without limitation, those rights and powers set forth in Chapter 1.2 of Title 365 of the Code of Virginia (1950), as amended, and 13VAC10-180-10 et seq., as amended.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

OWNER:

WESLEY KINDRED CROSSING LP

a Virginia limited partnership

By: Wesley FCC Managing Member LLC
a Virginia limited liability company
its managing member

By: Wesley Housing Development Corporation of Northern Virginia
a Virginia nonstock corporation
its managing member

By: Kamilah McAfee
Kamilah McAfee, President and CEO

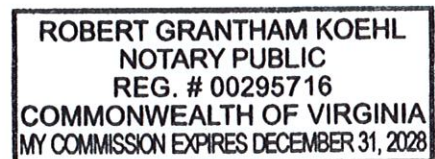
STATE OF Virginia)
CITY/COUNTY OF Fairfax) to-wit:

On January 8th, 2025, before me, the undersigned, a notary public in and for said state, personally appeared Kamilah McAfee, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity as President and CEO of Wesley Housing Development Corporation of Northern Virginia, a Virginia nonstock, nonprofit corporation, the sole member of Wesley FCC Managing Member LLC, a Virginia limited liability company, which is the managing member of Wesley Kindred Crossing LP, a Virginia limited partnership, and that by her signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

Notary Public: R. G. Koehl

Commission expires: 12/31/2028

Registration No.: 00295716



GRANTEE:

WESLEY HOUSING DEVELOPMENT CORPORATION OF NORTHERN VIRGINIA
a Virginia nonstock corporation

By: Kamilah McAfee
Kamilah McAfee, President and CEO

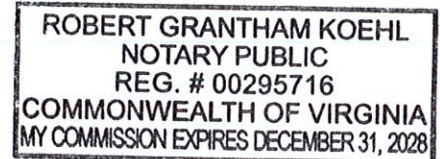
STATE OF Virginia)
CITY County OF Fairfax) to-wit:

On January 8, 2025, before me, the undersigned, a notary public in and for said state, personally appeared Kamilah McAfee, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity as President and CEO of Wesley Housing Development Corporation of Northern Virginia, a Virginia nonstock, nonprofit corporation, and that by her signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

Notary Public: Robert Grantham Koehl

Commission expires: 12/31/2028

Registration No.: 00295716



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

MANAGING MEMBER:

WESLEY FCC MANAGING MEMBER LLC
a Virginia limited liability company

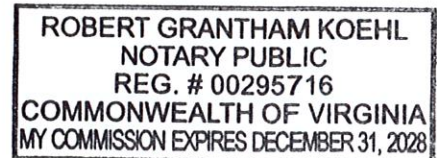
By: Wesley Housing Development Corporation of Northern Virginia
a Virginia nonstock corporation
its sole member

By: Kamilah McAfee
Kamilah McAfee, President and CEO

STATE OF Virginia)
) to-wit:
CITY/COUNTY OF Fairfax)

On January 8, 2025, before me, the undersigned, a notary public in and for said state, personally appeared Kamilah McAfee, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity as President and CEO of Wesley Housing Development Corporation of Northern Virginia, a Virginia nonstock, nonprofit corporation, the sole member of Wesley FCC Managing Member LLC, a Virginia limited liability company, and that by her signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

Notary Public: RGKoehl
Commission expires: 12/31/2028
Registration No.: 00295716



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

INVESTOR MEMBER:

[INVESTOR ENTITY], a [] []
limited liability company

By: _____

By: _____

SPECIAL MEMBER:

[] [] **SPECIAL LIMITED
PARTNER, L.L.C.**, a [] [] limited liability company

By:[], LLC, a []
[] limited liability company, its manager

By: _____

STATE OF _____)
)
CITY/COUNTY OF _____)

On _____, 20__, before me, the undersigned, a notary public in and for said state, personally appeared [], personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as [], the manager of [Investor Entity], a [] limited liability company, and [] **Special Limited Partner, L.L.C.**, a [] limited liability company, and that by his signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

Notary Public _____

Commission expires _____

EXHIBIT A

LEGAL DESCRIPTION

Beginning at a point in the west right-of-way line of Leesburg Pike – Route 7, said point being the northeast corner of nor-or-formerly Carriage Funeral Holdings, Inc. as recorded in Deed Book 23656 at Page 314; thence with Carriage Funeral Holdings, Inc., S 57°41'03" W, 97.28 feet to a point; thence S 29°53'12" W, 176.49 feet to a point in the north line of Parcel A, Vinewood as recorded in Deed Book 5826 at Page 91; thence with Vinewood and continuing with Cavil's Addition to Ravenwood Park as recorded in Deed Book 1549 at Page 51, 60°06'48" W, 684.61 feet to a point in the east line of Lot 3, Ravenwood Park as recorded in Deed Book 1297 at Page 355; thence with Lot 3 and continuing with Parcel A, Country Squire as recorded in Deed Book 8279 at Page 1429 further continuing with The Chateaux Condominium Association as recorded in Deed Book 7545 at Page 1387, N 29°56'27" E, 187.34 feet to a point; thence with The Chateaux Condominium Association and continuing with the west right-of-way line of Leesburg Pike – Route 7, N 44°56'57" E, 418.24 feet to a point; thence continuing with the west right-of-way line of Leesburg Pike – Route 7, S 31°51'48" E, 44.79 feet to a point; thence 437.91 feet with the arc of a curve bearing to the left and having a radius of 43,011.85 feet, (tangent length 218.96 feet, chord length 437.91 feet, chord bearing S 32°09'18" E) to a point; thence S 32°26'48" E, 220.01 feet to the point of beginning and containing an area of 296,997 square feet or 6.8181 acres.

Tab W:

Internet Safety Plan and Resident Information Form

N/A

Tab X:

Marketing Plan for units meeting accessibility
requirements of HUD section 504

N/A

Tab Y:

Inducement Resolution for Tax Exempt Bonds

N/A

Tab Z:

Documentation of team member's Diversity, Equity
and Inclusion Designation or Veteran Owned Small
Business certification

SWaM CONTRACT CERTIFICATION
(TO BE PROVIDED AT TIME OF APPLICATION)

LIHTC Applicant Name Wesley Kindred Crossing LP

Name of SWaM Service Provider Pando Alliance, LLC

Part II, 13VAC10-180-60(E)(5)(a) of the Qualified Allocation Plan (the "QAP") of the Virginia Housing Development Authority (the "Authority") for the allocation of federal low income housing tax credits ("Credits") available under §42 of the Internal Revenue Code, as amended, provides that an applicant may receive points toward its application for Credits for entering into at least one contract for services provided by a business certified as women-owned or minority-owned through the Commonwealth of Virginia's Small, Women-owned, and Minority-owned Business (SWaM) Certification Program. Any applicant seeking points from Part II, 13VAC10-180-60(E)(5)(a) of the QAP must provide in its application this certification together with a copy of the service provider's certification from the Commonwealth of Virginia's SWaM Program. The certification and information requested below will be used by the Authority in its evaluation of whether an applicant meets such requirements.

Complete a separate form for each SWaM Service Provider.

INSTRUCTIONS:

Please complete all parts below. Omission of any information or failure to certify any of the information provided below may result in failure to receive points under Part II, 13VAC10-180-60(E)(5)(a) of the QAP.

1. The SWaM Service Provider will provide the following services and roles eligible for points under the QAP:

☒ consulting services to complete the LIHTC application;
☒ ongoing development services through the placed in service date;
☐ general contractor;
☐ architect;
☐ property manager;
☐ accounting services; or
☐ legal services.

2. Please describe in the space below the nature of the services contracted for with the SWaM certified service provider listed above. Include in your answer the scope of services to be provided, when said services are anticipated to be rendered, and the length of the contract term.

Pando Alliance and Wesley have a contract for services to be provided throughout building construction and delivery, including design development and construction documents during the design phase, and construction administration services, including technical support, inspections, and testing.

3. Attach to this certification a copy of the service provider's current certification from the Commonwealth of Virginia's SWAM Program.
4. The undersigned acknowledge by their signatures below that prior to the Authority's issuance of an 8609 to the applicant, the undersigned will be required to certify that the SWaM service provider successfully rendered the services described above, that said services fall within the scope of services outlined within Part II, 13VAC10-180-60(E)(5)(a) of the QAP, and that the undersigned service provider is still a business certified as Women-Owned or Minority-Owned through the Commonwealth of Virginia's SWaM) Program.
5. The undersigned further acknowledge that no spousal relationship exists between any principal of the applicant and any principal of the undersigned service provider.

[Contract Certification and signatures appear on following page]

CONTRACT CERTIFICATION

The undersigned do hereby certify and acknowledge that they have entered into with each another at least one contract for services as described herein; that said services fall within the scope of services outlined within Part II, 13VAC10-180-60(E)(5)(a) of the QAP; that the undersigned service provider is a business certified as Women-Owned or Minority-Owned through the Commonwealth of Virginia's SWaM Program; that no spousal relationship exists between any principal of the applicant and any principal of the undersigned service provider; and that it is the current intention of the undersigned that the services be performed (i.e., the contract is *bona fide* and not entered into solely for the purpose of obtaining points under the QAP). The undersigned do hereby further certify that all information in this certification is true and complete to the best of their knowledge, that the Authority is relying upon this information for the purpose of allocating Credits, and that any false statements made herein may subject both the undersigned applicant and the undersigned service provider to disqualification from current and future awards of Credits in Virginia.

APPLICANT:

Wesley Kindred Crossing LP

Name of Applicant


Signature of Applicant

Kamilah P. McAfee, President and CEO

Printed Name and Title of Authorized Signer

SWAM CERTIFIED SERVICE PROVIDER:

Pando Alliance, LLC

Name of SWaM Certified Service Provider



Signature of SWaM Certified Service Provider

Thiel Butner, CEO

Printed Name and Title of Authorized Signer

COMMONWEALTH OF VIRGINIA



DEPARTMENT OF SMALL BUSINESS & SUPPLIER DIVERSITY

101 N. 14th Street, 11th Floor
Richmond, VA 23219

PANDO ALLIANCE, LLC

is a certified Women Owned
Business meeting all the requirements set forth under the Code of Virginia Section 2.2-16.1 et seq.
and Administrative Code 7VAC 13-20 et seq.

Certification Number: 813368

Valid Through: Jun 29, 2025

Accordingly Certified

A handwritten signature in blue ink, reading "Tracey G. Wiley".

Tracey G. Wiley, Director



Tab AA:

Priority Letter from Rural Development

N/A

TAB AB:

Social Disadvantage Certification or Veteran
Owned Small Business Certification

CERTIFICATION OF PARTICIPATION BY SOCIALLY DISADVANTAGED NONPROFIT PRINCIPAL

PART I

Name of Nonprofit Principal Kamilah McAfee

LIHTC Applicant Name Wesley Kindred Crossing LP

Part II, 13VAC10-180-60(E)(5)(c), of the Qualified Allocation Plan (the "Plan") of the Virginia Housing Development Authority (the "Authority") for the allocation of federal low income housing tax credits ("Credits") available under §42 of the Internal Revenue Code, as amended, provides that an applicant may receive thirty (30) points toward its application for Credits for demonstrating that at least one of its principals is a nonprofit entity that (i) either demonstrates that 51% or more of its board membership is held by socially disadvantaged individuals or demonstrates that its most senior full-time executive officer is a socially disadvantaged individual; (ii) has an express business purpose of serving socially or economically disadvantaged populations or both; and (iii) certifies that no spousal relationship exists between any executive officer or board member identified for the purpose of satisfying the requirements of this subsection and any other principal of the applicant who is not also a socially disadvantaged individual.

INSTRUCTIONS:

Execute the certification below and attach either Part II (A) or Part II (B), as applicable.

-
- **If board membership of the nonprofit principal listed above is held at least 51% by socially disadvantaged individuals, attach form A.**
- **If the most senior full-time executive officer of the nonprofit principal listed above is a socially disadvantaged individual, attach Form B.**

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

[continued on following page]

CERTIFICATION OF PARTICIPATION BY SOCIALLY DISADVANTAGED NONPROFIT PRINCIPAL

CERTIFICATION OF ELIGIBILITY

I hereby certify the following:

- that the nonprofit principal named above has an ownership interest in the controlling general partner or managing member of the proposed development;
- that either (A) 51% or more of said principal's board membership is held by socially disadvantaged individuals; or (B) its most senior full-time executive officer is a socially disadvantaged individual; as indicated on either Form(s) A or Form B attached hereto;
- no spousal relationship exists between any executive officer or board member identified for the purpose of satisfying the requirements of 13VAC10-180-60(E)(5)(c) of the QAP and any other principal of the applicant listed above who is not also a socially disadvantaged individual; and
- I hereby further certify that all information in this certification is true and complete to the best of my knowledge, that the Authority is relying upon this information for the purpose of allocating Credits, and that any false statements made herein may subject both the undersigned principal and the undersigned applicant to disqualification from current and future awards of Credits in Virginia.

APPLICANT:

NONPROFIT PRINCIPAL:

Wesley Kindred Crossing LP

Name of Applicant



Kamilah McAfee (Jan 14, 2025 16:35 EST)

Signature of Applicant

Kamilah McAfee

Name of Nonprofit Principal



Kamilah McAfee (Jan 14, 2025 16:35 EST)

Signature of Authorized Signer of Nonprofit Principal

Kamilah McAfee, President and CEO

Printed Name and Title of Authorized Signer

Kamilah McAfee, President and CEO

Printed Name and Title of Authorized Signer of
Nonprofit Principal

CERTIFICATION OF PARTICIPATION BY SOCIALLY DISADVANTAGED NONPROFIT PRINCIPAL

PART II (B)

Name of Nonprofit Principal Kamilah McAfee

LIHTC Applicant Name Wesley Kindred Crossing LP

I, Kamilah McAfee, am the most senior full-time executive office of the nonprofit principal listed above, and by my signature below I hereby certify that I claim social disadvantage as indicated **in EITHER (1) or (2) below:**

(1) I am claiming social disadvantage because of my identification as a:



Black American



Hispanic American



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



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



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

(2)



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

EXECUTIVE CERTIFICATION:


Kamilah McAfee (Jan 10, 2025 16:35 EST)

Signature

Date: 01/14/2025

Kamilah McAfee, President and CEO

Printed Name and Title






Tab AB - Certification for Signature

Final Audit Report

2025-01-14

Created:	2025-01-14
By:	Grant Koehl (gkoehl@whdc.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMyc62RGqtdrVmEgoLfDeCa6gKcjdSOKO

"Tab AB - Certification for Signature" History

-  Document created by Grant Koehl (gkoehl@whdc.org)
2025-01-14 - 9:31:05 PM GMT
-  Document emailed to Kamilah McAfee (kmcafee@whdc.org) for signature
2025-01-14 - 9:31:09 PM GMT
-  Email viewed by Kamilah McAfee (kmcafee@whdc.org)
2025-01-14 - 9:34:04 PM GMT
-  Document e-signed by Kamilah McAfee (kmcafee@whdc.org)
Signature Date: 2025-01-14 - 9:35:49 PM GMT - Time Source: server
-  Agreement completed.
2025-01-14 - 9:35:49 PM GMT