
2026 Federal Low Income Housing Tax Credit Program for Virginia

Application For Reservation

Deadline for Submission

9% Competitive Credits

Applications and Fees Must Be Received

No Later Than **12:00 PM** Richmond, VA Time On **March 12, 2026**

Tax Exempt Bonds

Applications and Fees Must Be Received

No Later Than **12:00 PM** Richmond, VA Time for one of the available
4% credit rounds- **January 15, 2026, July 1, 2026** or **October 1, 2026**.

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



INSTRUCTIONS FOR THE VIRGINIA 2026 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 all credits:

Applicants should submit the application package via Procorem prior to the application deadline, which is **12:00 PM** Richmond Virginia time for each round. 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

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
Phil Cunningham	phillip.cunningham@virginiahousing.com	(804) 343-5514
Lauren Dillard	lauren.dillard@virginiahousing.com	(804) 584-4729
Hadia Ali	hadia.ali@virginiahousing.com	(804) 343-5873

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2026 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"/> | PDF Copy of the Signed Tax Credit Application with Attachments (Tabs A-AB) (MANDATORY) |
| <input checked="" type="checkbox"/> | Electronic Copy of the Market Study (MANDATORY - Application will be disqualified if study is not submitted with application) |
| <input checked="" type="checkbox"/> | Electronic Copy of the Plans (MANDATORY) |
| <input checked="" type="checkbox"/> | Electronic Copy of the Specifications (MANDATORY) |
| <input type="checkbox"/> | Electronic Copy of the Existing Condition questionnaire (MANDATORY if Rehab) |
| <input type="checkbox"/> | Electronic Copy of Unit by Unit Matrix and Scope of Work narrative (MANDATORY if Rehab) |
| <input type="checkbox"/> | Electronic Copy of the Physical Needs Assessment (MANDATORY at reservation for a 4% rehab request) |
| <input type="checkbox"/> | Electronic Copy of Appraisal (MANDATORY if acquisition credits requested) |
| <input type="checkbox"/> | Electronic Copy of Environmental Site Assessment (Phase I) (MANDATORY if 4% credits requested) |
| <input checked="" type="checkbox"/> | Electronic Copy of Signed Previous Participation Agreement |
| <input type="checkbox"/> | |
| <input checked="" type="checkbox"/> | Tab A: Chart of ownership structure with percentage of interests (see manual for details) (MANDATORY) |
| <input checked="" type="checkbox"/> | Tab B: Virginia State Corporation Commission Certification (MANDATORY) |
| <input checked="" type="checkbox"/> | Tab C: Syndicator's or Investor's Letter of Intent (MANDATORY) |
| <input checked="" type="checkbox"/> | Tab D: <i>Any supporting documentation related to List of LIHTC Developments or Previous Participation Agreement</i> |
| <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 and Sample HERS certificates (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 checked="" type="checkbox"/> | Tab W: Internet Safety Plan and Resident Information Form |
| <input checked="" type="checkbox"/> | Tab X: Marketing Plan for units meeting accessibility requirements of HUD section 504 |
| <input type="checkbox"/> | Tab Y: Inducement Resolution for Tax Exempt Bonds |
| <input type="checkbox"/> | Tab Z: Documentation of team member's Veteran Owned Small Business certification |
| <input type="checkbox"/> | Tab AA: Priority Letter from Rural Development |
| <input type="checkbox"/> | Tab AB: Ownership's Veteran Owned Small Business Certification |

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date: **3/12/2026**

1. Development Name: **Wesley Melwood - 9**
 2. Address (line 1): **750 23rd Street South**
 Address (line 2):
 City: **Arlington** State: **VA** Zip: **22202**
 3. If complete address is not available, provide longitude and latitude coordinates (x,y) from a location on site that your surveyor deems appropriate. Longitude: **00.00000** Latitude: **00.00000**
 (Only necessary if street address or street intersections are not available.)
 4. The Circuit Court Clerk's office in which the deed to the development is or will be recorded:
 City/County of **Arlington County**
 5. The site overlaps one or more jurisdictional boundaries. **FALSE**
 If true, what other City/County is the site located in besides response to #4?
 6. Development is located in the census tract of: **1036.01**
 7. Development is located in a **Qualified Census Tract**. **FALSE** *Note regarding DDA and QCT*
 8. Development is located in a **Difficult Development Area**. **FALSE**
 9. Development is located in a **Revitalization Area based on QCT**. **FALSE**
 10. Development is located in a **Revitalization Area designated by resolution or by the locality**. **TRUE**
 11. Development is located in an **Opportunity Zone** (with a binding commitment for funding). **FALSE**
 (If 9, 10 or 11 are True, **Action**: Provide required form in **TAB K1**)
 12. Development is located in a census tract with a household poverty rate of:

3%	10%	12%
TRUE	FALSE	FALSE
 13. Development is located in a medium or high-level economic development jurisdiction based on table. **TRUE**
 14. Development is located on land owned by federally or Virginia recognized Tribal Nations. **FALSE**
- Enter only Numeric Values below:**
- | | |
|-------------------------|-----------|
| Congressional District: | 8 |
| Planning District: | 8 |
| State Senate District: | 39 |
| State House District: | 2 |

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

Wesley Housing and Melwood, a longstanding nonprofit that provides jobs, employment training services, and community support services for adults with disabilities, are partnering to redevelop Melwood's property near Crystal City in Arlington, Virginia. The new development will provide a total of 105 committed affordable apartments. Wesley Melwood - 9 will contain 53 of those units.

VHDA TRACKING NUMBER

2026-C-82

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date:

3/12/2026

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: Mark Schwartz
 Chief Executive Officer's Title: County Manager Phone: (703) 228-3120
 Street Address: 2100 Clarendon Blvd
 City: Arlington State: VA Zip: 22201

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

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

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

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

B. RESERVATION REQUEST INFORMATION

1. Requesting Credits From:

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

New Construction

or

b. If requesting Tax Exempt Bond credits, select the round.

[Redacted]

For Tax Exempt Bonds, where are bonds being issued?

[Redacted]

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

2. Type(s) of Allocation/Allocation Year (skip for TE Credits)

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, 2026.

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, 2026, 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 2026 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?

TRUE

If True, additional Credit Request cannot exceed 10% of the prior credit award.

5. Planned Combined 9% and 4% Developments

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

TRUE

If true, provide name of companion development: Wesley Melwood - 4

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

TRUE

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

Total Units within 9% allocation request?	53
Total Units within 4% Tax Exempt allocation Request?	52
Total Units:	105

% of units in 4% Tax Exempt Allocation Request: 49.52%

6. Extended Use Restriction

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

Must Select One: 50

Definition of selection:

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

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

TRUE

Virginia Housing offers the Rental Housing Invoicing Portal to allow easy payments via secure ACH transactions. See Login at top right of our website. An invoice for your application fee along with access information was provided in your development's assigned Procorem work center.

C. OWNERSHIP INFORMATION

NOTE: Virginia Housing may allocate credits only to the tax-paying entity which owns the development at the time of the allocation. The term "Owner" herein refers to that entity. Please fill in the legal name of the owner. The ownership entity must be formed prior to submitting this application. Any transfer, direct or indirect, of partnership interests (except those involving the admission of limited partners) prior to the placed-in-service date of the proposed development shall be prohibited, unless the transfer is consented to by Virginia Housing in its sole discretion. **IMPORTANT: The Owner name listed on this page must exactly match the owner name listed on the Virginia State Corporation Commission Certification.**

1. Owner Information:

Must be an individual or legally formed entity.

a. Owner Name: 23rd Redevelopment Owner LLC

Developer Name: Wesley Housing Development Corporation

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. (If not available, obtain prior to Carryover Allocation.)

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

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

Taylor Stout, tstout@whdc.org, 703-642-3830 ext. 239

- ACTION:**
- a. Provide Certification from Virginia State Corporation Commission (**Mandatory TAB B**)
 - b. Complete the Principals' Previous Participation Certification tabs within this spreadsheet. Include signed in Application PDF, along with ROFR, if applicable.

b. 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**)

c. FALSE Indicate True if the owner meets the following statement:

An applicant with a principal that, within three years prior to the current application, beginning with deals awarded in 2025, received an IRS Form 8609 for placing a separate 9% development in service without returning credits to or requesting additional credits from the issuing housing finance agency, will be permitted to increase the amount of developer's fee included in the development's eligible basis by 10%.

If True above, what property placed in service?

D. SITE CONTROL

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

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

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

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

1. Type of Site Control by Owner:

Applicant controls site by (select one):

Select Type: Option
 Expiration Date: 1/29/2027

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 10/1/2027 .
- c. FALSE There is more than one site for development and more than one expected date of acquisition by Owner.
 (If c is **True**, provide documentation for each site specifying number of existing buildings on the site, if any, and expected date of acquisition of each site by Owner (**Tab E**.)

D. SITE CONTROL

3. Seller Information:

Name: Melwood Horticultural Training Center, Inc.
 Address: 5606 Dower House Rd
 City: Upper Marlboro St.: Maryland Zip: 20772
 Contact Person: Scott Gibson Phone: (301) 599-4559

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

Note: No developer's fee basis in cases where there purchaser and seller unless Housing prior to applicatio Fee Calculation in the LIHT

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

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

<u>Names</u>	<u>Phone</u>	<u>Type Ownership</u>	<u>% Ownership</u>
Wesley Melwood 23rd Redevelopmer	(301) 599-8000	Sole Member of Owner	100.00%
Melwood 23rd Redevelopment Memk	(301) 599-8000	Non-managing member of Sc	49.00%
Melwood Horticultural Training Cente	(301) 599-8000	Sole Member of Non-managi	0.00%
Larysa Kautz	(301) 599-2744		0.00%
			0.00%
			0.00%
			0.00%

*needs ownership %
needs ownership %*

E. DEVELOPMENT TEAM INFORMATION

Complete the following as applicable to your development team.

► Indicate Veteran Owned Small Business designation (as defined in the manual) to each team member (if applicable). You can mark True for 3 members to receive the full 10 points.

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

1. Tax Attorney:	Jessica Glynn Worthington	This is a Related Entity.	FALSE
Firm Name:	Klein Hornig		
Address:	1325 G Street NW, Suite 770	Veteran Owned Small Bus?	FALSE
City, State, Zip	Washington, DC 20005		
Email:	jworthington@kleinhornig.com	Phone:	(202) 926-3400
2. Tax Accountant:	Russell Phillips	This is a Related Entity.	FALSE
Firm Name:	Cohn Reznick		
Address:	7501 Wisconsin Ave, Suite 400	Veteran Owned Small Bus?	FALSE
City, State, Zip	Bethesda, MD 20814		
Email:	russel.phillips@cohnreznick.com	Phone:	(301) 280-3578
3. Consultant:	Thiel Butner	This is a Related Entity.	FALSE
Firm Name:	Pando Alliance, LLC		
Address:	3525 Ellicott Mills Dr	Veteran Owned Small Bus?	FALSE
City, State, Zip	Ellicott City, MD 21043	Role:	Consultant - Green Energy
Email:	thiel@pandoalliance.com	Phone:	(443) 364-8047
4. Management Entity:	Lynnett L Harris	This is a Related Entity.	FALSE
Firm Name:	S.L. Nusbaum Realty Co.		
Address:	440 Monticello Avenue	Veteran Owned Small Bus?	FALSE
City, State, Zip	Norfolk, VA 23510		
Email:	lharris@nusbaum.com	Phone:	(703) 283-4420
5. Contractor:	Bryan Embrey	This is a Related Entity.	FALSE
Firm Name:	The Whiting-Turner Contracting Company		
Address:	2451 Crystal Drive, Suite 775	Veteran Owned Small Bus?	FALSE
City, State, Zip	Arlington, Virginia 22202		
Email:	bryan.embrey@whiting-turner.com	Phone:	(703) 236-7100
6. Architect:	Joanna R. Borowska	This is a Related Entity.	FALSE
Firm Name:	Davis, Carter, Scott Ltd.		
Address:	8614 Westwood Center Dr. Suite 800	Veteran Owned Small Bus?	FALSE
City, State, Zip	Tysons, VA 22182		
Email:	jborowska@dcsdesign.com	Phone:	(703) 556-9275

E. DEVELOPMENT TEAM INFORMATION

7. Real Estate Attorney:		This is a Related Entity.	FALSE
Firm Name:			
Address:		Veteran Owned Small Bus?	FALSE
City, State, Zip			
Email:		Phone:	
8. Mortgage Banker:		This is a Related Entity.	FALSE
Firm Name:			
Address:		Veteran Owned Small Bus?	FALSE
City, State, Zip			
Email:		Phone:	
9. Other 1:		This is a Related Entity.	FALSE
Firm Name:			
Address:		Veteran Owned Small Bus?	FALSE
City, State, Zip		Role:	
Email:		Phone:	
10. Other 2:		This is a Related Entity.	FALSE
Firm Name:			
Address:		Veteran Owned Small Bus?	FALSE
City, State, Zip		Role:	
Email:		Phone:	
11. Other 3:		This is a Related Entity.	FALSE
Firm Name:			
Address:		Veteran Owned Small Bus?	FALSE
City, State, Zip		Role:	
Email:		Phone:	
12. Other 4:		This is a Related Entity.	FALSE
Firm Name:			
Address:		Veteran Owned Small Bus?	FALSE
City, State, Zip		Role:	
Email:		Phone:	
13. Other 5:		This is a Related Entity.	FALSE
Firm Name:			
Address:		Veteran Owned Small Bus?	FALSE
City, State, Zip		Role:	
Email:		Phone:	

F. REHAB INFORMATION

1. Acquisition Credit Information

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

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

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

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

d. This development is an existing RD or HUD S8/236 development. FALSE
Action: (If True, provide required form in **TAB Q**)

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

i. Applicant agrees to waive all rights to any developer's fee or other fees associated with acquisition. FALSE

ii. Applicant has obtained a waiver of this requirement from Virginia Housing prior to the application submission deadline. FALSE

2. Ten-Year Rule For Acquisition Credits

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

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

i. Subsection (I) FALSE

ii. Subsection (II) FALSE

iii. Subsection (III) FALSE

iv. Subsection (IV) FALSE

v. Subsection (V) FALSE

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

d. There are different circumstances for different buildings. FALSE
Action: (If True, provide an explanation for each building in Tab K)

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:

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

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

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

B. Type of involvement:

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

or

FALSE Nonprofit meets eligibility requirements for nonprofit pool and points.

C. Identity of Nonprofit (All nonprofit applicants):

The nonprofit organization involved in this development is: ▶

Name:

Contact Person:

Street Address:

City: State: ▶ Zip:

Phone: Contact Email:

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

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

G. NONPROFIT INVOLVEMENT

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

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

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

Name of qualified nonprofit: Melwood Community Development Corporation

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

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

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

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

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

H. STRUCTURE AND UNITS INFORMATION

1. General Information

a. Total number of all units in development	<u>53</u>	bedrooms	<u>113</u>
Total number of rental units in development	<u>53</u>	bedrooms	<u>113</u>
Number of low-income rental units	<u>53</u>	bedrooms	<u>113</u>
Percentage of rental units designated low-income	<u>100.00%</u>		
b. Number of new units:	<u>53</u>	bedrooms	<u>113</u>
Number of adaptive reuse units:	<u>0</u>	bedrooms	<u>0</u>
Number of rehab units:	<u>0</u>	bedrooms	<u>0</u>
c. If any, indicate number of planned exempt units (included in total of all units in development)			<u>0</u>
d. Total Floor Area For The Entire Development			<u>103,099.29</u> (Sq. ft.)
e. Unheated Floor Area (i.e. Breezeways, Balconies, Storage)			<u>27,225.32</u> (Sq. ft.)
f. Nonresidential Commercial Floor Area (Not eligible for funding)			<u>0.00</u>
g. Total Usable Residential Heated Area			<u>75,873.97</u> (Sq. ft.)
h. Percentage of Net Rentable Square Feet Deemed To Be New Rental Space			<u>100.00%</u>
i. Exact area of site in acres	<u>1.733</u>		
j. Locality has approved a final site plan or plan of development. If True , Provide required documentation (TAB O).		<u>FALSE</u>	
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		<u>FALSE</u>	

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:

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
1 Story Eff - Elderly	0.00	SF	0	0
1 Story 1BR - Elderly	0.00	SF	0	0
1 Story 2BR - Elderly	0.00	SF	0	0
Eff - Elderly	0.00	SF	0	0
1BR Elderly	0.00	SF	0	0
2BR Elderly	0.00	SF	0	0
Eff - Garden	0.00	SF	0	0
1BR Garden	1139.99	SF	9	9
2BR Garden	1428.85	SF	28	28
3BR Garden	1600.39	SF	16	16
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
			53	53

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)
- b. Age of Structure: years
- c. Maximum Number of stories:

d. The development is a scattered site development.

e. Commercial Area Intended Use:

f. Development consists primarily of : (Only One Option Below Can Be True)

- i. Low Rise Building(s) - (1-5 stories with any structural elements made of wood)
- ii. Mid Rise Building(s) - (5-7 stories with no structural elements made of wood)
- iii. High Rise Building(s) - (8 or more stories with no structural elements made of wood)

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

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

h. Development contains an elevator(s).
 If true, # of Elevators.
 Elevator Type (if known)

H. STRUCTURE AND UNITS INFORMATION

- i. Roof Type ▶ Flat
- j. Construction Type ▶ Frame
- k. Primary Exterior Finish ▶ Combination

4. Site Amenities (indicate all proposed)

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

l. Describe Community Facilities: Community room, leasing office

m. Number of Proposed Parking Spaces 37
 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.

c. **All Tax Exempt 4% Applications must submit plans and specifications complete at least through Design Development (DD) phase for all design disciplines.** Reference the separate Minimum Design and Construction Requirements document for a full list of submission requirements for New Construction and Rehabilitation projects.

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

J. ENHANCEMENTS

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

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

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

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

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

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

REQUIRED:

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

- TRUE** a. A community/meeting room with a minimum of 749 square feet is provided with free WIFI access restricted to residents only.
- 58.33%** b1. Percentage of brick covering the exterior walls.
- 34.91%** b2. Percentage of Fiber Cement Board or other similar low-maintenance material approved by the Authority covering exterior walls. Community buildings are to be included in percentage calculations.
- TRUE** c. All kitchen light fixtures are LED and meet MDCR lighting guidelines.
- TRUE** d. Cooking surfaces are equipped with fire suppression features as defined in the manual
- TRUE** 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 where it does not already exist.
- TRUE** i. Each unit is provided free individual high-speed internet access.
(Must have a minimum 20Mbps upload/ 100Mbps download speed per manual.)
- TRUE** 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
- TRUE** l. All Construction types: each unit is equipped with a permanent dehumidification system.
- TRUE** 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:

- | | | | |
|--------------------------------|---|--------------------------------|--|
| <input type="checkbox"/> FALSE | Earthcraft Gold or higher certification | <input type="checkbox"/> TRUE | National Green Building Standard (NGBS) certification of Silver or higher. |
| <input type="checkbox"/> FALSE | LEED Certification | <input type="checkbox"/> 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.)

- | | | | |
|--------------------------------|---|--------------------------------|-------------------------|
| <input type="checkbox"/> TRUE | Zero Energy Ready Home Requirements | <input type="checkbox"/> FALSE | Passive House Standards |
| <input type="checkbox"/> 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)

- | | |
|-------------------------------|--|
| <input type="checkbox"/> TRUE | a. Architect of record certifies that units will be constructed to meet Virginia Housing's Universal Design Standards. |
| <input type="checkbox"/> 53 | b. Number of Rental Units constructed to meet Virginia Housing's Universal Design standards:
100% of Total Rental Units |

No Market Units listed on Structure 1a.

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

If not, please explain:

JRB
3/11/26

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

I. UTILITIES

1. Utilities Types:

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

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

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

Utilities	Enter Allowances by Bedroom Size				
	0-BR	1-BR	2-BR	3-BR	4-BR
Heating	0	24	27	29	0
Air Conditioning	0	9	12	16	0
Cooking	0	6	9	11	0
Lighting	0	22	31	40	0
Hot Water	0	15	19	23	0
Water	0	16	21	26	0
Sewer	0	29	41	53	0
Trash	0	0	0	0	0
Total utility allowance for costs paid by tenant	\$0	\$121	\$160	\$198	\$0

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

- a. FALSE HUD
- b. FALSE Utility Company (Estimate)
- c. FALSE Utility Company (Actual Survey)
- d. FALSE Local PHA
- e. TRUE Other: Pando Alliance - Energy Consul

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**)

TRUE

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.

JRB 3/11/25	Architect of Record initial here that the above information is accurate per certification statement within this application.
----------------	--

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

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

- FALSE Elderly (as defined by the United States Fair Housing Act.)
- FALSE Persons with Disabilities (must meet the requirements of the Federal Americans with Disabilities Act) - Accessible Supportive Housing Pool only
- FALSE Supportive Housing (as described in the Tax Credit Manual)
If Supportive Housing is True: Will the supportive housing consist of units designated for tenants that are homeless or at risk of homelessness?
- FALSE

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

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

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

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

K. SPECIAL HOUSING NEEDS

3. Leasing Preferences

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

Organization which holds waiting list: Arlington County Housing Choice Voucher Program

Contact person: Caleb Kopczyk

Title: Executive Director, Department of Human Services

Phone Number: (703) 228-1455

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

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

c. Specify the number of low-income units that will serve individuals and families with children by providing three or more bedrooms: 16
% of total Low Income Units 30%

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](http://VirginiaHousing.com)

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

4. Target Population Leasing Preference

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

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

First Name: DeeDee

Last Name: George

Phone Number: (703) 642-3830 Email: dgeorge@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

If True, select one or more types.

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

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

FALSE

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

d. Number of units receiving assistance: 8
 How many years in rental assistance contract? 5.00
 Expiration date of contract: 6/1/2034
 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
6	11.32%	30% Area Median
6	11.32%	40% Area Median
15	28.30%	50% Area Median
10	18.87%	60% Area Median
0	0.00%	70% Area Median
16	30.19%	80% Area Median
0	0.00%	Market Units
53	100.00%	Total

Rent Levels		
# of Units	% of Units	
0	0.00%	20% Area Median
6	11.32%	30% Area Median
6	11.32%	40% Area Median
15	28.30%	50% Area Median
10	18.87%	60% Area Median
0	0.00%	70% Area Median
16	30.19%	80% Area Median
0	0.00%	Market Units
53	100.00%	Total

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

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

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

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

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

JRB
3/11/26
 Architect of Record initial here that the information below is accurate per certification statement within this application.

	Unit Type (Select One)	Rent Target (Select One)	Number of Units	# of Units 504 compliant	Net Rentable Square Feet	Monthly Rent Per Unit	Total Monthly Rent
Mix 1	1 BR - 1 Bath	30% AMI	2	0	589.86	\$801.00	\$1,602
Mix 2	1 BR - 1 Bath	40% AMI	2	0	589.86	\$1,109.00	\$2,218
Mix 3	1 BR - 1 Bath	50% AMI	2	0	589.86	\$1,416.00	\$2,832
Mix 4	1 BR - 1 Bath	60% AMI	1	1	588.95	\$1,724.00	\$1,724
Mix 5	1 BR - 1 Bath	60% AMI	2	0	589.86	\$1,724.00	\$3,448
Mix 6	2 BR - 2 Bath	30% AMI	1	1	844.69	\$947.00	\$947
Mix 7	2 BR - 2 Bath	30% AMI	2	0	933.69	\$947.00	\$1,894
Mix 8	2 BR - 2 Bath	40% AMI	1	1	844.69	\$1,316.00	\$1,316
Mix 9	2 BR - 2 Bath	40% AMI	1	0	926.43	\$1,316.00	\$1,316
Mix 10	2 BR - 2 Bath	40% AMI	1	0	933.69	\$1,316.00	\$1,316

L. UNIT DETAILS

Mix 11	2 BR - 2 Bath	50% AMI	9	1	844.69	\$1,685.00	\$15,165
Mix 12	2 BR - 2 Bath	60% AMI	1	0	928.54	\$2,054.00	\$2,054
Mix 13	2 BR - 2 Bath	60% AMI	1	0	933.69	\$2,054.00	\$2,054
Mix 14	2 BR - 2 Bath	80% AMI	4	0	844.69	\$2,792.00	\$11,168
Mix 15	2 BR - 2 Bath	80% AMI	3	0	877.82	\$2,792.00	\$8,376
Mix 16	2 BR - 2 Bath	80% AMI	3	0	926.43	\$2,792.00	\$8,376
Mix 17	2 BR - 2 Bath	80% AMI	1	0	928.54	\$2,792.00	\$2,792
Mix 18	3 BR - 2 Bath	30% AMI	1	0	1022.90	\$1,080.00	\$1,080
Mix 19	3 BR - 2 Bath	40% AMI	1	1	1262.33	\$1,507.00	\$1,507
Mix 20	3 BR - 2 Bath	50% AMI	2	0	1001.58	\$1,933.00	\$3,866
Mix 21	3 BR - 2 Bath	50% AMI	2	0	1022.90	\$1,933.00	\$3,866
Mix 22	3 BR - 2 Bath	60% AMI	5	0	1022.90	\$2,359.00	\$11,795
Mix 23	3 BR - 2 Bath	80% AMI	4	0	1022.90	\$3,212.00	\$12,848
Mix 24	3 BR - 2 Bath	80% AMI	1	1	1262.33	\$3,212.00	\$3,212
Mix 25							\$0
Mix 26							\$0
Mix 27							\$0
Mix 28							\$0
Mix 29							\$0
Mix 30							\$0
Mix 31							\$0
Mix 32							\$0
Mix 33							\$0
Mix 34							\$0
Mix 35							\$0
Mix 36							\$0
Mix 37							\$0
Mix 38							\$0
Mix 39							\$0
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Mix 41							\$0
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Mix 57							\$0
Mix 58							\$0
Mix 59							\$0
Mix 60							\$0
Mix 61							\$0
Mix 62							\$0
Mix 63							\$0
Mix 64							\$0
Mix 65							\$0
Mix 66							\$0
Mix 67							\$0

L. UNIT DETAILS

Mix 68								\$0
Mix 69								\$0
Mix 70								\$0
Mix 71								\$0
Mix 72								\$0
Mix 73								\$0
Mix 74								\$0
Mix 75								\$0
Mix 76								\$0
Mix 77								\$0
Mix 78								\$0
Mix 79								\$0
Mix 80								\$0
Mix 81								\$0
Mix 82								\$0
Mix 83								\$0
Mix 84								\$0
Mix 85								\$0
Mix 86								\$0
Mix 87								\$0
Mix 88								\$0
Mix 89								\$0
Mix 90								\$0
Mix 91								\$0
Mix 92								\$0
Mix 93								\$0
Mix 94								\$0
Mix 95								\$0
Mix 96								\$0
Mix 97								\$0
Mix 98								\$0
Mix 99								\$0
Mix 100								\$0
TOTALS			53	6				\$106,772

Total Units	53	Net Rentable SF:	TC Units	46,711.82
			MKT Units	0.00
			Total NR SF:	46,711.82

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

M. OPERATING EXPENSES

Administrative:

Use Whole Numbers Only!

1. Advertising/Marketing		\$0
2. Office Salaries		\$0
3. Office Supplies		\$2,677
4. Office/Model Apartment	(type _____)	\$0
5. Management Fee		\$53,996
<u>4.41%</u> of EGI	<u>\$1,018.79</u> Per Unit	
6. Manager Salaries		\$48,403
7. Staff Unit (s)	(type _____)	\$0
8. Legal		\$2,726
9. Auditing		\$9,046
10. Bookkeeping/Accounting Fees		\$0
11. Telephone & Answering Service		\$6,511
12. Tax Credit Monitoring Fee		\$757
13. Miscellaneous Administrative		\$66,806
Total Administrative		\$190,923

Utilities

14. Fuel Oil		\$0
15. Electricity		\$36,535
16. Water		\$2,650
17. Gas		\$1,010
18. Sewer		\$1,325
Total Utility		\$41,520

Operating:

19. Janitor/Cleaning Payroll		\$0
20. Janitor/Cleaning Supplies		\$265
21. Janitor/Cleaning Contract		\$3,066
22. Exterminating		\$1,557
23. Trash Removal		\$5,300
24. Security Payroll/Contract		\$10,600
25. Grounds Payroll		\$0
26. Grounds Supplies		\$252
27. Grounds Contract		\$0
28. Maintenance/Repairs Payroll		\$47,246
29. Repairs/Material		\$5,209
30. Repairs Contract		\$15,673
31. Elevator Maintenance/Contract		\$0
32. Heating/Cooling Repairs & Maintenance		\$1,211
33. Pool Maintenance/Contract/Staff		\$0
34. Snow Removal		\$2,044
35. Decorating/Payroll/Contract		\$0
36. Decorating Supplies		\$0
37. Miscellaneous		\$474
Totals Operating & Maintenance		\$92,898

M. OPERATING EXPENSES

Taxes & Insurance

38. Real Estate Taxes		\$138,184
39. Payroll Taxes		\$8,421
40. Miscellaneous Taxes/Licenses/Permits		\$12,723
41. Property & Liability Insurance	\$502 per unit	\$26,606
42. Fidelity Bond		\$0
43. Workman's Compensation		\$1,765
44. Health Insurance & Employee Benefits		\$13,136
45. Other Insurance		\$2,385
Total Taxes & Insurance		\$203,220

Total Operating Expense **\$528,561**

Total Operating Expenses Per Unit **\$9,973** **C. Total Operating Expenses as % of EGI** **43.12%**

Replacement Reserves (Total # Units X \$300 or \$250 New Const./Elderly Minimum) **\$15,900**

Total Expenses	\$544,461
-----------------------	------------------

N. 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.

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"
Must Use Whole Numbers Only!				
1. Contractor Cost				
a. Unit Structures (New)	14,550,992	0	0	14,520,486
b. Unit Structures (Rehab)	0	0	0	0
c. Non Residential Structures	0	0	0	0
d. Commercial Space Costs	0	0	0	0
X e. Structured Parking Garage	2,871,195	0	0	2,871,195
Total Structure	17,422,187	0	0	17,391,681
f. Earthwork	0	0	0	0
g. Site Utilities	200,761	0	0	200,761
h. Renewable Energy	0	0	0	0
i. Roads & Walks	0	0	0	0
j. Site Improvements	0	0	0	0
k. Lawns & Planting	0	0	0	0
l. Engineering	0	0	0	0
m. Off-Site Improvements	0	0	0	0
n. Site Environmental Mitigation	0	0	0	0
o. Demolition	95,060	0	0	0
p. Site Work	2,187,216	0	0	1,275,681
q. Hard Cost Contingency	1,742,061	0	0	1,742,061
Total Land Improvements	4,225,098	0	0	3,218,503
Total Structure and Land	21,647,285	0	0	20,610,184
r. General Requirements	765,219	0	0	765,219
s. Builder's Overhead (3.4% Contract)	727,281	0	0	727,281
t. Builder's Profit (5.0% Contract)	1,075,338	0	0	1,075,338
u. Bonds	106,429	0	0	106,429
v. Building Permits	0	0	0	0
w. Special Construction	0	0	0	0
x. Special Equipment	0	0	0	0
y. Other 1: <u>Builder's Risk & GL</u>	572,986	0	0	572,986
z. Other 2: _____	0	0	0	0
aa. Other 3: _____	0	0	0	0
Contractor Costs	\$24,894,538	\$0	\$0	\$23,857,437

Construction cost per unit: \$415,534.77

MAXIMUM COMBINED GR, OVERHEAD & PROFIT = \$3,030,620

ACTUAL COMBINED GR, OVERHEAD & PROFIT = \$2,567,838

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	396,339	0	0	396,339
b. Architecture/Engineering Design Fee \$18,212 /Unit)	965,214	0	0	965,214
c. Architecture Supervision Fee \$3,214 /Unit)	170,337	0	0	170,337
d. Tap Fees	357,502	0	0	357,502
e. Environmental	42,047	0	0	0
f. Soil Borings	13,577	0	0	13,577
g. Green Building (Earthcraft, LEED, etc.)	22,628	0	0	22,628
h. Appraisal	12,619	0	0	9,464
i. Market Study	20,190	0	0	0
j. Site Engineering / Survey	122,190	0	0	97,752
k. Construction/Development Mgt	133,956	0	0	133,956
l. Structural/Mechanical Study	0	0	0	0
m. Construction Loan Origination Fee	393,000	0	0	152,655
n. Construction Interest (7.0% for 29 months)	1,935,676	0	0	937,803
o. Taxes During Construction	179,891	0	0	70,166
p. Insurance During Construction	106,424	0	0	79,818
q. Permanent Loan Fee (1.0%)	68,700			
r. Other Permanent Loan Fees	77,175			
s. Letter of Credit	50,000	0	0	25,000
t. Cost Certification Fee	35,000	0	0	26,250
u. Accounting	10,000	0	0	7,500
v. Title and Recording	214,693	0	0	53,673
w. Legal Fees for Closing	151,429	0	0	90,857
x. Mortgage Banker	0	0	0	0
y. Tax Credit Fee	135,750			
z. Tenant Relocation	0	0	0	0
aa. Fixtures, Furnitures and Equipment	450,000	0	0	45,000
ab. Organization Costs	0			
ac. Operating Reserve	554,394			
ad. Soft Costs Contingency	314,097			
ae. Security	75,000	0	0	0
af. Utilities	90,511	0	0	90,511
<input checked="" type="checkbox"/> ag. Supportive Service Reserves	50,000			

O. PROJECT BUDGET - OWNER COSTS

(1) Other* specify: Performance Bonds	78,640	0	0	78,640
(2) Other* specify: Proffers and Entitlement Fees	160,248	0	0	0
(3) Other* specify: Predevelopment Loan	71,685	0	0	71,685
(4) Other* specify: Subordinate Lender Fees	125,780	0	0	0
(5) Other* specify: Investor Fees and Expenses	126,190	0	0	0
(6) Other* specify: Other Legal	230,887	0	0	0
(7) Other* specify: Marketing	15,900	0	0	0
(8) Other* specify: Dry-Utility	271,532	0	0	271,532
(9) Other* specify: Start-Up Costs	33,188	0	0	0
Owner Costs Subtotal (Sum 2A..2(10))	\$8,262,389	\$0	\$0	\$4,167,859
Subtotal 1 + 2 (Owner + Contractor Costs)	\$33,156,927	\$0	\$0	\$28,025,296
3. Developer's Fees	3,000,000	0	0	3,000,000
4. Owner's Acquisition Costs				
Land	2,000,000			
Existing Improvements	0	0		
Subtotal 4:	\$2,000,000	\$0		
5. Total Development Costs				
Subtotal 1+2+3+4:	\$38,156,927	\$0	\$0	\$31,025,296

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

(Provide documentation at **Tab E**)

\$0	Land
\$0	Building

Maximum Developer Fee:

\$3,242,554

Proposed Development's Cost per Sq Foot
Applicable Cost Limit by Square Foot:

\$322 **Meets Limits**
\$556

Proposed Development's Cost per Unit
Applicable Cost Limit per Unit:

\$627,089 **Proposed Cost per Unit exceeds limit**
\$589,015

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	38,156,927	0	0	31,025,296
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	0	31,025,296
4. Adjustment(s) to Eligible Basis (For non-acquisition costs in eligible basis)				
a. For QCT or DDA (Eligible Basis x 30%) <i>State Designated Basis Boosts:</i>			0	0
b. For Revitalization or Supportive Housing (Eligible Basis x 30%)			0	9,307,589
c. For Green Certification (Eligible Basis x 10%)				0
Total Adjusted Eligible basis			0	40,332,885
5. Applicable Fraction		100.00000%	100.00000%	100.00000%
6. Total Qualified Basis (Eligible Basis x Applicable Fraction)		0	0	40,332,885
7. Applicable Percentage		4.00%	4.00%	9.00%
8. Maximum Allowable Credit under IRC §42 (Qualified Basis x Applicable Percentage)		\$0	\$0	\$3,629,960
(Must be same as BIN total and equal to or less than credit amount allowed)		\$3,629,960 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. TBD Construction Loan	11/01/26		\$23,300,000	
2.				
3.				
Total Construction Funding:			\$23,300,000	

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

Source of Funds	Date of Application	Date of Commitment	Amount of Funds	Annual Debt Service Cost	Interest Rate of Loan	Amortization Period IN YEARS	Term of Loan (years)
1. TBD First Mortgage			\$6,870,000	\$524,327	7.20%	40	16
2. Add'l Subordinate Loan	3/20/2026		\$5,050,236				
3. Seller Note			\$621,687				
4. Virginia DHCD - VHTF	10/1/2026		\$2,000,000	\$20,000	1.00%	9999	
5. Virginia DHCD - NHTF	10/1/2026		\$1,000,000	\$10,000	1.00%	9999	
6. The Disability Opportunity Fund		2/28/2025	\$3,000,000				
7. Capital Magnet Fund		3/11/2025	\$790,000				
8. HUD Community Project Funding		3/4/2025	\$500,000				
9.							
10.							
11.							
12.							
13.							
14.							
15.							
16.							
17.							
18.							
19.							
20.							
Total Permanent Funding:			\$19,831,923	\$554,327			

Q. SOURCES OF FUNDS

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

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

4. Subsidized Funding

	Source of Funds	Date of Commitment	Amount of Funds
1.	Capital Magnet Fund	3/11/2025	\$790,000
2.	HUD Community Project Funding	3/4/2025	\$500,000
3.	The Disability Opportunity Fund	2/28/2025	\$3,000,000
4.			
5.			
Total Subsidized Funding			\$4,290,000

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

a.	Tax Exempt Bonds	\$0
b.	RD 515	\$0
c.	Section 221(d)(3)	\$0
d.	Section 312	\$0
e.	Section 236	\$0
f.	Virginia Housing REACH Funds	\$0
g.	HOME Funds	\$0
h.	Choice Neighborhood	\$0
i.	National Housing Trust Fund	\$1,000,000
j.	Virginia Housing Trust Fund	\$2,000,000
k.	Other:	\$5,050,236
	Add'l Subordinate Loan	
l.	Other:	\$0

Market-Rate Loans

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

Q. SOURCES OF FUNDS

Grants*

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

Grants

c.	State	
d.	Local	
e.	Other:	

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

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

For purposes of the Bond Cliff Test, and based only on the data entered to this application, the portion of the aggregate basis of buildings and land financed with tax-exempt funds is: **N/A**

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

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

8. Other Subsidies

Action: Provide documentation (**Tab Q**)

- a. **FALSE** Real Estate Tax Abatement on the increase in the value of the development.
- b. **FALSE** **New** project based subsidy from HUD or Rural Development or any other binding federal project based subsidy

Number of New PBV Vouchers	8
----------------------------	---
- c. **TRUE** Other **Arlington County PSH Voucher**

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)			
i. Requested Annual HOTC Credits	\$0		
ii. 10 Year HOTC Credit Amount	\$0		
iii. Equity Dollars Per Credit	\$0.000		
iv. Percent of ownership entity (repeated from 3b)	99.99000%		
v. HOTC Credit Net	\$0		
c. Equity that Sponsor will Fund:			
i. Cash Investment	\$0		
ii. Contributed Land/Building	\$0		
iii. Deferred Developer Fee	\$1,000,000	(Note: Deferred Developer Fee cannot be negative.)	
v. Other:	\$0		
ACTION: If Deferred Developer Fee is greater than 50% of overall Developer Fee, provide a cash flow statement showing payoff within 15 years at TAB A.			
Equity Total	<u>\$1,000,000</u>		

2. Equity Gap Calculation

a. Total Development Cost	\$38,156,927
b. Total of Permanent Funding, Grants and Equity	- \$20,831,923
c. Equity Gap	\$17,325,005
d. Developer Equity	- \$1,733
e. Equity gap to be funded with low-income tax credit proceeds	\$17,323,272

3. Syndication Information (If Applicable)

a. Actual or Anticipated Name of Syndicator:	▶ Hudson Housing Capital		
Contact Person:	Kimmel Cameron	Phone:	kimmel.cameron@hudsonhousing.com
Street Address:	630 Fifth Avenue, Suite 2850		
City:	New York	State:	New York
		Zip:	10111

b. Syndication Equity	
i. Anticipated Annual Credits	\$1,925,000.00
ii. Equity Dollars Per Credit (e.g., \$0.85 per dollar of credit)	\$0.900
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	\$1,924,808
vi. Total to be paid by anticipated users of credit (e.g., limited partners)	\$17,323,272

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

4. Net Syndication Amount	<u>\$17,323,272</u>
Which will be used to pay for Total Development Costs	
5. Net Equity Factor	<u>90.0000233790%</u>

S. DETERMINATION OF RESERVATION AMOUNT NEEDED

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

1. Total Development Costs		<u>\$38,156,927</u>
2. Less Total of Permanent Funding, Grants and Equity	-	<u><u>\$20,831,923</u></u>
3. Equals Equity Gap		<u>\$17,325,005</u>
4. Divided by Net Equity Factor (Percent of 10-year credit expected to be raised as equity investment)		<u><u>90.0000233790%</u></u>
5. Equals Ten-Year Credit Amount Needed to Fund Gap		<u>\$19,250,000</u>
Divided by ten years		<u><u>10</u></u>
6. Equals Annual Tax Credit Required to Fund the Equity Gap		<u>\$1,925,000</u>
7. Maximum Allowable Credit Amount (from Eligible Basis Calculation)		<u>\$3,629,960</u>
8. Requested Credit Amount	For 30% PV Credit:	<u>\$0</u>
	For 70% PV Credit:	<u>\$1,925,000</u>
Credit per LI Units	<u>\$36,320.7547</u>	
Credit per LI Bedroom	<u>\$17,035.3982</u>	
	Combined 30% & 70% PV Credit Requested	<u>\$1,925,000</u>

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

T. CASH FLOW

1. Revenue

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

Total Monthly Rental Income for LIHTC Units		\$106,772
Plus Other Income Source (list):	Laundry and Fees	\$747
Equals Total Monthly Income:		\$107,519
Twelve Months		x12
Equals Annual Gross Potential Income		\$1,290,228
Less Vacancy Allowance	5.0%	\$64,511
Equals Annual Effective Gross Income (EGI) - Low Income Units		\$1,225,717

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

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

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

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

3. Cash Flow (First Year)

a.	Annual EGI Low-Income Units	\$1,225,717
b.	Annual EGI Market Units	\$0
c.	Total Effective Gross Income	\$1,225,717
d.	Total Expenses	\$544,461
e.	Net Operating Income	\$681,256
f.	Total Annual Debt Service	\$554,327
g.	Cash Flow Available for Distribution	\$126,929

T. CASH FLOW

4. Projections for Financial Feasibility - 15 Year Projections of Cash Flow

	Stabilized Year 1	Year 2	Year 3	Year 4	Year 5
Eff. Gross Income	1,225,717	1,250,231	1,275,236	1,300,740	1,326,755
Less Oper. Expenses	544,461	560,795	577,618	594,947	612,795
Net Income	681,256	689,436	697,617	705,793	713,960
Less Debt Service	554,327	554,327	554,327	554,327	554,327
Cash Flow	126,929	135,109	143,290	151,466	159,633
Debt Coverage Ratio	1.23	1.24	1.26	1.27	1.29

	Year 6	Year 7	Year 8	Year 9	Year 10
Eff. Gross Income	1,353,290	1,380,356	1,407,963	1,436,122	1,464,845
Less Oper. Expenses	631,179	650,115	669,618	689,707	710,398
Net Income	722,111	730,241	738,345	746,416	754,447
Less Debt Service	554,327	554,327	554,327	554,327	554,327
Cash Flow	167,784	175,914	184,018	192,089	200,120
Debt Coverage Ratio	1.30	1.32	1.33	1.35	1.36

	Year 11	Year 12	Year 13	Year 14	Year 15
Eff. Gross Income	1,494,142	1,524,025	1,554,505	1,585,595	1,617,307
Less Oper. Expenses	731,710	753,661	776,271	799,559	823,546
Net Income	762,432	770,364	778,234	786,036	793,761
Less Debt Service	554,327	554,327	554,327	554,327	554,327
Cash Flow	208,105	216,037	223,907	231,709	239,434
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%)

V. STATEMENT OF OWNER

The undersigned hereby acknowledges the following:

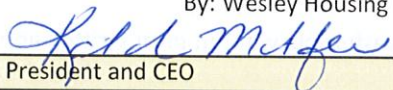
1. that, to the best of its knowledge and belief, all factual information provided herein or in connection herewith is true and correct, and all estimates are reasonable.
2. that it will at all times indemnify and hold harmless Virginia Housing and its assigns against all losses, costs, damages, Virginia 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 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: 23rd Redevelopment Owner LLC
By: Wesley Melwood 23rd Redevelopment JV Partner LLC
By: Wesley 23rd Redevelopment Managing Member LLC
 By: Wesley Housing Development Corporation


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:	<u>Joanna R. Borowska, AIA</u>
Virginia License#:	<u>0401014660</u>
Architecture Firm or Company:	<u>Davis, Carter, Scott Ltd</u>

By: 
Its: Project Manager (Title)

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

V. Previous Participation Certification

Development Name: Wesley Melwood - 9

Name of Applicant (entity): 23rd Redevelopment Owner LLC

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

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

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

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 within the organizational charts 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 within the past ten (10) years 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. For purposes of this statement, "declared a default" refers only to final notices of default issued after the exhaustion of all applicable notice and cure rights.
3. During any time within the last ten (10) years that any of the Participants were a Principal in an owner of multifamily rental property, no such owner 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. For the purposes of this statement, "determined to have breached" refers only to determinations made by an independent third-party arbiter or court of law following the expiration of all applicable notice and cure periods and excludes default judgments that have been fully satisfied.
4. No Participant listed in this Certification has been required to turn control of a property over to an investor or been otherwise involuntarily removed as a general partner from the ownership of a multifamily rental property within the past ten (10) years.

5. There are no unresolved material findings of noncompliance resulting from any audits, management reviews, or other governmental investigations performed by (or on behalf of) any state or federal entity, concerning any multifamily rental property in which any of the Participants were Principals at the time of such finding. For the purposes of this statement, a finding is considered resolved if either (a) the state or federal entity issuing the finding has determined that no further action is required to remedy the finding; or (b) the Participant (or entity in which it is a Principal) has entered into a binding agreement with the applicable state or federal entity to address such finding(s) and the Applicant has included with this Certification a copy of such agreement accompanied by a written statement from the state or federal entity verifying that such agreement is not in default and is reasonably expected to be satisfied within (90) days. Any such statement must be addressed to Virginia Housing and dated no more than thirty (30) days prior to submission of the Application.

6. During the past ten (10) years, no Participants were Principals in any multifamily rental property for which payments under any state or federal assistance contract were suspended or terminated. For the purposes of this statement, suspensions and terminations do not include those caused solely by actions or inactions of the state or federal agency, like funding shortages, technical issues, or administrative delays, where the Principals were not at fault.

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.

8. No Participant has been suspended, debarred, or otherwise restricted by any federal or state entity from participating in housing programs administered by such entity due to programmatic noncompliance on the part of either the Participant or an entity in which the Participant was a Principal.

9. During the past ten (10) years, (a) no Participant has been the subject of a claim under an employee fidelity bond; and (b) while any Participant was a Principal in an owner of multifamily rental property, no Participant or such related owner defaulted on any obligation secured by a letter of credit or surety or performance bond. For the purposes of this statement, "defaulted" refers only to events where funds were paid by the issuer of a letter of credit or surety or performance bond.

10. No Participant is a Virginia Housing employee or a member of the immediate household of any Virginia Housing employee.

11. No Participant currently holds an ownership interest in a multifamily rental property where construction has stopped for more than 20 consecutive days, unless the stoppage:

(a) resulted from events beyond the reasonable control of the property owner that also caused similar delays in comparable projects in the surrounding area (e.g. natural disasters, labor strikes, pandemics, or government-imposed work stoppages); or

(b) solely involves work neither contractually required as a condition of tax credit allocation nor required prior to placing in service all residential buildings within such project.

Additionally, no Participant currently holds an ownership interest in a multifamily rental property assisted by a federal or state governmental entity and that has been substantially complete for more than 90 days without the required closing documents (such as the final cost certification) being filed, unless the delay is solely attributable to the governmental entity and not to the property owner or its agents.

12. No court of competent jurisdiction or other federal or state governmental entity has found any Participant to be in violation of any applicable civil rights, fair housing, or equal employment opportunity laws or regulations.

13. During the past ten (10) years, no Participant was a Principal in any multifamily rental property found by a court of competent jurisdiction or other federal or state governmental entity to have failed to comply with Section 42 of the Internal Revenue Code of 1986, as amended (this statement does not refer to 8823s deemed corrected by the issuing agency).

14. No Participants are currently named as a defendant in a civil lawsuit relating to their ownership or other participation in a multi-family housing development where the amount of damages sought by the plaintiffs against the Participants relates to such ownership or participation and is for an amount greater than One Million Dollars (\$1,000,000).

15. No Participant has pursued a Qualified Contract or planned foreclosure in Virginia after January 1, 2019.

Statements above (if any) to which I cannot certify have been deleted by striking through the words. In the case of any such deletion and failure to certify, I have attached the following, which if not provided will automatically disqualify this Application from consideration:

- A. Supporting documentation sufficient to both outline the relevant facts and circumstances that necessitated each deletion and to explain why such deletion(s) should not result in disqualification; and
- B. A draft of Virginia Housing's form Right of First Refusal, which the Applicant commits to properly execute and record as a condition of any reservation or allocation of low-income housing tax credits made with regard to the Development named above.

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



Signature

Kamilah McAfee

Printed Name

3/4/2026

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

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. Plans and Specifications

Included		Score
Y	Y or N	0
Y	Y or N	0
Y	Y or N	0
Y	Y or N	0
Y	Y or N	0
Y	Y or N	0
Y	Y or N	0
Y	Y or N	0
Y	Y, N, N/A	0
Y	Y or N	0
Y	Y or N	0
Y	Y or N	0
Total:		0.00

1. READINESS:

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

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

2. HOUSING NEEDS CHARACTERISTICS:

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

Y	0 or up to 5	5.00
N	0 or 20	0.00
11.24%	Up to 60	22.49
N	0 or 5	0.00
Y	up to 40	37.51
3%	0, 20, 25 or 30	30.00
N	0 or 15	0.00
Y	Up to 20	20.00
Total:		115.00

3. DEVELOPMENT CHARACTERISTICS:

a. Enhancements (See calculations below)			69.96
b. <removed for 2026>			0.00
c. HUD 504 accessibility for 10% of units	Y	0 or 20	20.00
d. Proximity to public transportation	Y20	0, 10 or 20	20.00
e. Development will be Green Certified	Y	0 or 10	10.00
f. Units constructed to meet Virginia Housing's Universal Design standards	100%	Up to 15	15.00
g. Developments with less than 100 low income units	Y	up to 20	18.80
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:			<u>153.76</u>

4. TENANT POPULATION CHARACTERISTICS:

Locality AMI	State AMI
\$163,900	\$78,100

a. Less than or equal to 20% of units having 1 or less bedrooms	Y	0 or 15	15.00
b. <plus> Percent of Low Income units with 3 or more bedrooms	30.19%	Up to 15	15.00
c. Units with rent and income at or below 30% of AMI and are not subsidized (up to 10% of LI units)	11.32%	Up to 10	10.00
d. Units with rents at or below 40% of AMI (up to 10% of LI units)	22.64%	Up to 10	10.00
e. Units in Higher Income Jurisdictions with rent and income at or below 50% of AMI	50.94%	Up to 50	50.00
f. Units in Higher Income Jurisdictions with rents <= 50% rented to tenants with <= 60% of AMI	50.94%	Up to 25	0.00
or g. Units in LI Jurisdictions with rents <= 50% rented to tenants with <= 60% of AMI	50.94%	Up to 50	0.00
Total:			<u>100.00</u>

5. SPONSOR CHARACTERISTICS:

a. <QAP change - removed for 2026 cycle>	N		0.00
b. Veteran Small Business Principal owner 25% or greater	N	0 or 30	0.00
c. Developer experience - uncorrected life threatening hazard	N	0 or -50	0.00
d. Developer experience - noncompliance	N	0 or -15	0.00
e. Developer experience - did not build as represented (per occurrence)	0	0 or -2x	0.00
f. Developer experience - failure to provide minimum building requirements (per occurrence)	0	0 or -50 per item	0.00
g. Developer experience - termination of credits by Virginia Housing	N	0 or -10	0.00
h. Developer experience - exceeds cost limits at certification	N	0 or -50	0.00
i. Developer experience - more than 2 requests for Final Inspection	0	0 or -5 per item	0.00
j. Management company rated unsatisfactory	N	0 or -25	0.00
Total:			<u>0.00</u>

6. EFFICIENT USE OF RESOURCES:

a. Credit per unit		Up to 100	78.28
Total:			<u>78.28</u>

7. BONUS POINTS:

a. Extended Use Restriction beyond 15 year compliance period	35 Years	40 or 70	70.00
or b. Nonprofit or LHA purchase option/ ROFR	N	0 or 60	0.00
or c. Nonprofit or LHA Home Ownership option	N	0 or 5	0.00
d. Combined 9% and 4% Tax Exempt Bond Site Plan	Y	10 or 15	10.00
e. RAD or PHA Conversion participation and competing in Local Housing Authority pool	N	0 or 10	0.00
f. Team member with Veteran Owned Small Business Certification	N	up to 10	0.00
g. Commitment to electronic payment of fees	Y	0 or 5	5.00
h. Zero Ready or Passive House certification from prior allocation	N	0, 10 or 20	0.00
Total:			<u>85.00</u>

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

TOTAL SCORE: 552.04

Enhancements:

All units have:

	Max Pts	Score
a. Community Room	5	5.00
b. Exterior walls constructed with brick and other low maintenance materials	40	33.96
c. LED Kitchen Light Fixtures	2	2.00
d. Cooking surfaces equipped with fire suppression features	2	2.00
e. Bath Fan - Delayed timer or continuous exhaust	3	3.00
f. Baths equipped with humidistat	3	0.00
g. Watersense labeled faucets, toilets and showerheads (without Green Certification)	3	0.00
h. Rehab only: new infrastructure for high speed internet/broadband	5	0.00
i. Each unit provided free individual high speed internet access	15	15.00
j. USB in kitchen, living room and all bedrooms	1	1.00
k. Rehab only: dedicated space to accept permanent dehumidification system	2	0.00
l. Provides Permanently installed dehumidification system	5	5.00
m. All interior doors within units are solid core	3	3.00
n. Installation of Renewable Energy Electric system	10	0.00
o. New Construction: Balcony or patio	4	0.00

69.96

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: 69.96

X. Development Summary

Summary Information

2026 Low-Income Housing Tax Credit Application For Reservation

Deal Name: Wesley Melwood - 9

Cycle Type: 9% Tax Credits **Requested Credit Amount:** \$1,925,000
Allocation Type: New Construction **Jurisdiction:** Arlington County
Total Units: 53 **Population Target:** General
Total LI Units: 53
Project Gross Sq Ft: 103,099.29 **Owner Contact:** Kamilah McAfee
Green Certified? TRUE

Total Score
552.04

Source of Funds	Amount	Per Unit	Per Sq Ft	Annual Debt Service
Permanent Financing	\$19,831,923	\$374,187	\$192	\$554,327
Grants	\$0	\$0		
Subsidized Funding	\$4,290,000	\$80,943		

Uses of Funds - Actual Costs				
Type of Uses	Amount	Per Unit	Sq Ft	% of TDC
Improvements	\$21,647,285	\$408,439	\$210	56.73%
General Req/Overhead/Profit	\$2,567,838	\$48,450	\$25	6.73%
Other Contract Costs	\$679,415	\$12,819	\$7	1.78%
Owner Costs	\$8,262,389	\$155,894	\$80	21.65%
Acquisition	\$2,000,000	\$37,736	\$19	5.24%
Developer Fee	\$3,000,000	\$56,604	\$29	7.86%
Total Uses	\$38,156,927	\$719,942		

Total Development Costs	
Total Improvements	\$33,156,927
Land Acquisition	\$2,000,000
Developer Fee	\$3,000,000
Total Development Costs	\$38,156,927

Proposed Cost Limit/Sq Ft: \$322
Applicable Cost Limit/Sq Ft: \$556
Proposed Cost Limit/Unit: \$627,089
Applicable Cost Limit/Unit: \$589,015

Income		
Gross Potential Income - LI Units		\$1,290,228
Gross Potential Income - Mkt Units		\$0
Subtotal		\$1,290,228
Less Vacancy %	5.00%	\$64,511
Effective Gross Income		\$1,225,717

Unit Breakdown	
# of Eff	0
# of 1BR	9
# of 2BR	28
# of 3BR	16
# of 4+ BR	0
Total Units	53

Rental Assistance? TRUE

Expenses		
Category	Total	Per Unit
Administrative	\$190,923	\$3,602
Utilities	\$41,520	\$783
Operating & Maintenance	\$92,898	\$1,753
Taxes & Insurance	\$203,220	\$3,834
Total Operating Expenses	\$528,561	\$9,973
Replacement Reserves	\$15,900	\$300
Total Expenses	\$544,461	\$10,273

	Income Levels	Rent Levels
	# of Units	# of Units
<=30% AMI	6	6
40% AMI	6	6
50% AMI	15	15
60% AMI	10	10
>60% AMI	16	16
Market	0	0

Cash Flow	
EGI	\$1,225,717
Total Expenses	\$544,461
Net Income	\$681,256
Debt Service	\$554,327
Debt Coverage Ratio (YR1):	1.23

Income Averaging? TRUE

Extended Use Restriction? 50

Y. Efficient Use of Resources

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.

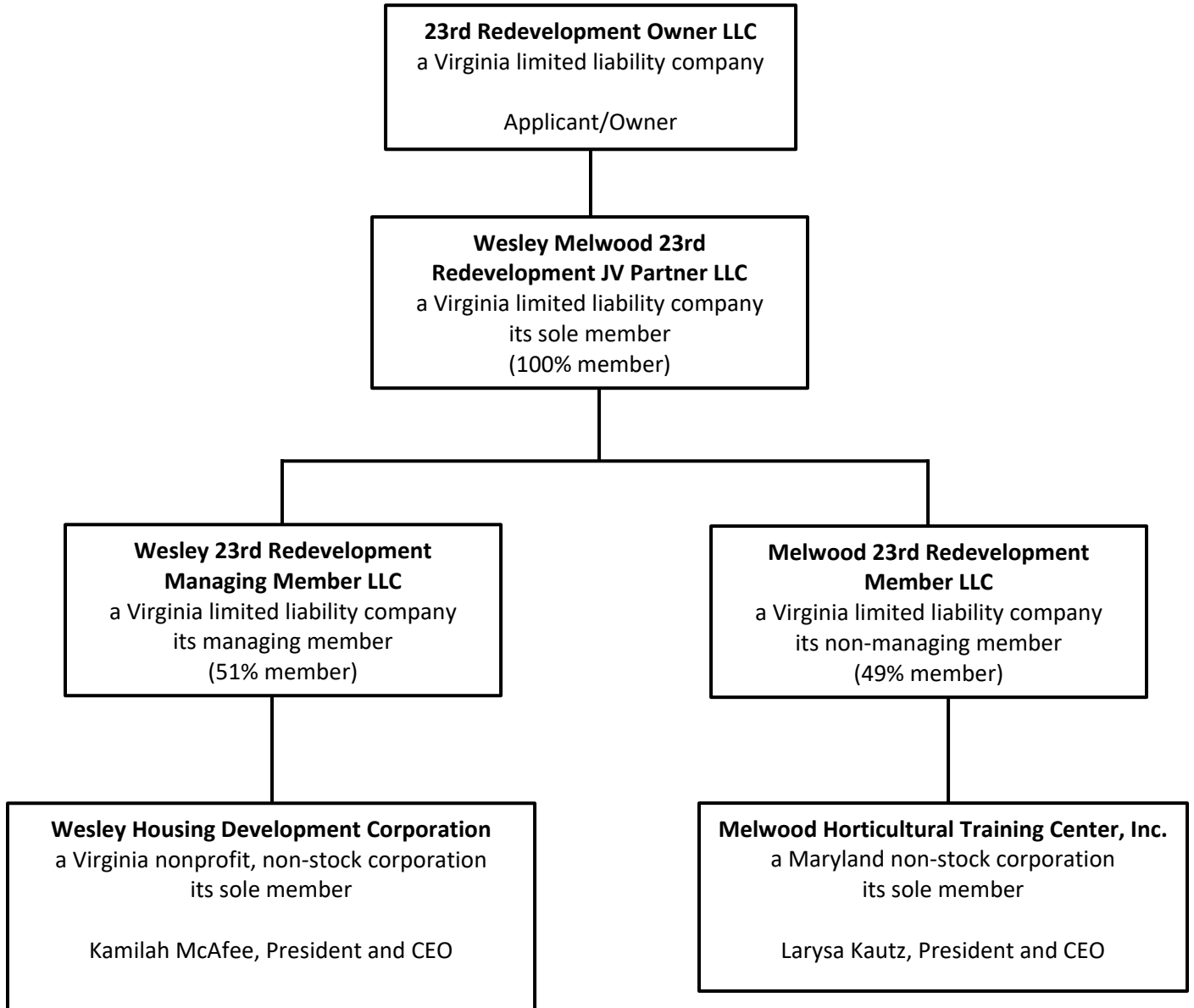
Combined Max	\$3,629,960
Credit Requested	\$1,925,000
% of Savings	46.97%
Sliding Scale Points	78.28

Tab A:

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

INITIAL ORGANIZATIONAL CHART

FOR 9% LIHTC APPLICATION



**OPERATING AGREEMENT
OF
23RD REDEVELOPMENT OWNER LLC**

This Operating Agreement (the “*Agreement*”) of 23rd Redevelopment Owner LLC (the “*Company*”), a limited liability company organized pursuant to Chapter 12 of Title 13.1 of the Code of Virginia (the “*Act*”), is adopted by Wesley Melwood 23rd Redevelopment JV Partner LLC, a Virginia limited liability company, the sole member of the Company (the “*Member*”), to form a limited liability company pursuant to and in accordance with the Act and to govern certain aspects of the operations of the Company and to set forth certain rights and obligations of the Member of the Company.

1. **Purpose and Powers.** The purpose of the Company is to serve as the owner of a multifamily housing development to be located on part of that 1.74-acre parcel of land located at 750 23rd Street South in the City of Arlington, Virginia, and to be known as The Aurora (the “*Project*”), and to undertake any other activity which a limited liability company may lawfully undertake under the Act.

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

3. **Management.** The Company will be member-managed. Wesley Melwood 23rd Redevelopment JV Partner LLC will carry the title of “*Managing Member*” and will exercise full and exclusive control over the affairs of the Company. The Managing Member may appoint officers and agents for the Company and give them such titles and powers as the Managing Member may choose. Any action taken by the Managing Member in the name of the Company, and any action taken by an officer or agent of the Company in the name of the Company and with the proper authorization of the Managing Member, will be an action of the Company.

4. **Allocations of Profit and Loss.** All profits and losses of the Company (and items of income, deduction, gain, or loss) will be allocated 100% to the Managing Member.

5. **Distributions.** All distributions with respect to a membership interest in the Company will be made 100% to the Managing Member.

6. **Capital Contribution.** The capital contribution of the Managing Member to the Company is \$100.00.

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

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

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

10. **Indemnification.** The Company will indemnify and defend the Managing Member and its agents and any officers and agents of the Company, from and against all costs, losses, liabilities and

damages incurred by or asserted against any such person in connection with the Company's business to the fullest extent provided or allowed by law.

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

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

The undersigned has executed this Agreement effective as of February 29, 2024.

[signature page follows]

[signature page to Operating Agreement of 23rd Redevelopment Owner LLC]

MANAGING MEMBER AND SOLE MEMBER:

WESLEY MELWOOD 23RD REDEVELOPMENT JV PARTNER LLC,
a Virginia limited liability company,

By: Wesley 23rd Redevelopment Managing Member LLC,
a Virginia limited liability company,
its managing member

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

By: 
Name: Kamilah McAfee
Title: President and CEO

**FIRST AMENDED AND RESTATED OPERATING AGREEMENT OF
23RD REDEVELOPMENT OWNER LLC**

FIRST AMENDED AND RESTATED OPERATING AGREEMENT (the “*Agreement*”) of 23rd Redevelopment Owner LLC (the “*Company*”), a limited liability company organized pursuant to Chapter 12 of Title 13.1 of the Code of Virginia (the “*Act*”), is adopted by **WESLEY MELWOOD 23RD REDEVELOPMENT JV PARTNER LLC**, a Virginia limited liability company, the sole member of the Company (the “*Member*”).

Preliminary Statement

The Company was formed as a limited liability company pursuant to and in accordance with the Act and to govern certain aspects of the operations of the Company and to set forth certain rights and obligations of the Member of the Company.

The Original Member (as sole member of the Company) previously entered into an Operating Agreement with respect to the Company prior to the date hereof (the “*Original Operating Agreement*”).

The purposes of this amendment to, and restatement of, the Original Operating Agreement is to remove reference to the incorrect Project name The Aurora (the “*Project*”).

NOW, THEREFORE, it is agreed and certified, and the Original Operating Agreement is hereby amended and restated in its entirety, as follows:

1. **Purpose and Powers.** The purpose of the Company is to serve as the owner of a multifamily housing development to be located on part of that 1.74-acre parcel of land located at 750 23rd Street South in the City of Arlington, Virginia (“*Project*”), and to undertake any other activity which a limited liability company may lawfully undertake under the Act.

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

3. **Management.** The Company will be member-managed. Wesley Melwood 23rd Redevelopment JV Partner LLC will carry the title of “*Managing Member*” and will exercise full and exclusive control over the affairs of the Company. The Managing Member may appoint officers and agents for the Company and give them such titles and powers as the Managing Member may choose. Any action taken by the Managing Member in the name of the Company, and any action taken by an officer or agent of the Company in the name of the Company and with the proper authorization of the Managing Member, will be an action of the Company.

4. **Allocations of Profit and Loss.** All profits and losses of the Company (and items of income, deduction, gain, or loss) will be allocated 100% to the Managing Member.

5. **Distributions.** All distributions with respect to a membership interest in the Company will be made 100% to the Managing Member.

6. **Capital Contribution.** The capital contribution of the Managing Member to the Company is \$100.00.

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

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

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

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

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

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

The undersigned has executed this Agreement effective as of March 11, 2026.

[signature page follows]

[signature page to First Amended and Restated Operating Agreement of 23rd Redevelopment Owner
LLC]

MANAGING MEMBER AND SOLE MEMBER:

WESLEY MELWOOD 23RD REDEVELOPMENT JV PARTNER LLC,
a Virginia limited liability company,

By: Wesley 23rd Redevelopment Managing Member LLC,
a Virginia limited liability company,
its managing member

By: Wesley Housing Development Corporation
a Virginia nonprofit, nonstock corporation,
its sole member

By: 
Name: Kamilah McAfee
Title: President and CEO

RECORD OF ACTION IN WRITING OF
THE MEMBERS OF
WESLEY MELWOOD 23RD REDEVELOPMENT JV PARTNER LLC

Pursuant to the Operating Agreement of Wesley Melwood 23rd Redevelopment JV Partner LLC dated as of March 12, 2025 (the "**Operating Agreement**"), the undersigned (the "**Members**"), being the members of Wesley Melwood 23rd Redevelopment JV Partner LLC, a Virginia limited liability company (the "**Company**"), hereby take, consent to and approve the following actions, as of March 12 , 2025 (the "**Effective Date**");

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

WHEREAS, the Company is the managing member of 23rd Redevelopment Owner LLC, a Virginia limited liability company (the "**Applicant**");

WHEREAS, the Applicant desires to apply to the Virginia Housing Development Authority ("**VHDA**") for certain affordable housing tax credits in connection with the Wesley Melwood – 9 project ("**Tax Credits**");

WHEREAS, certain Members of the Company may not be available to execute various documents in connection with the Applicant's application to VHDA for Tax Credits, and the undersigned Members wish to authorize Kamilah McAfee, in his capacity as President and CEO of Wesley Housing Development Corporation of Northern Virginia, a Virginia nonstock corporation ("**Wesley Housing**"), the sole member of Wesley 23rd Redevelopment Managing Member LLC, a Virginia limited liability company, a Member of the Company, or any other officer of Wesley Housing, to execute certain documents for the Company on behalf of the Applicant to effect such application; and

NOW, THEREFORE, BE IT RESOLVED, that the Members, unanimously, hereby authorize Kamilah McAfee, acting alone in his capacity as President and CEO of Wesley Housing, or any other officer of Wesley Housing, to execute for the Company on behalf of the Applicant the documents that have been submitted concurrently with the application in order for the Applicant to apply to VHDA for Tax Credits in connection with the Wesley Melwood – 9 project.

BE IT FURTHER RESOLVED, that the foregoing authorization of Kamilah McAfee to act for the Company on behalf of the Applicant, or any other officer of Wesley Housing, on behalf of the Applicant, shall include, without limitation, the authority to execute and deliver for the Company any of the following documents: (1) the application to VHDA for Tax Credits on behalf of the Applicant and (2) the certificates, affidavits, instructions and other documents, instruments and agreements necessary to complete the application to VHDA as have previously been reviewed and approved by the Members.

BE IT FURTHER RESOLVED, that the foregoing authorization of Kamilah McAfee to act for the Company on behalf of the Applicant, or any other officer of Wesley Housing, on behalf of the Applicant, shall include executing that certain ROFR Agreement to support the application for Tax Credits.

[Signature page follows immediately]

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

WESLEY 23RD REDEVELOPMENT MANAGING MEMBER LLC,
a Virginia limited liability company,

By: Wesley Housing Development Corporation
a Virginia nonprofit, nonstock corporation,
its sole member

By: 
Name: Kamilah P. McAfee
Title: President and CEO

MELWOOD 23RD REDEVELOPMENT MEMBER LLC,
a Virginia limited liability company,

By: Melwood Horticultural Training Center, Inc.
a Maryland nonstock corporation,
its sole member

By: _____
Name: Larysa Kautz
Title: President and CEO

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

WESLEY 23RD REDEVELOPMENT MANAGING MEMBER LLC,
a Virginia limited liability company,

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

By: _____
Name: Kamilah McAfee
Title: President and CEO

MELWOOD 23RD REDEVELOPMENT MEMBER LLC,
a Virginia limited liability company,

By: Melwood Horticultural Training Center, Inc.
a Maryland nonstock corporation,
its sole member

By:  _____
Name: Larysa Kautz
Title: President and CEO

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:

That 23rd Redevelopment Owner LLC is duly organized as a Limited Liability Company under the law of the Commonwealth of Virginia;

That the Limited Liability Company was formed on February 29, 2024; and

That the Limited Liability Company is in existence 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:

March 10, 2026

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

Bernard J. Logan, Clerk of the Commission

Tab C:

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

HUDSON
HOUSING CAPITAL

March 10, 2026

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

Re: **Wesley Melwood - 9 Arlington, Virginia**

Dear Judith:

Thank you for providing Hudson Housing Capital LLC (“Hudson”) with the opportunity to extend a purchase offer for the limited member interest in the 23rd Redevelopment Owner LLC which will own Wesley Melwood – 9 (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 53-unit complex in Arlington, Virginia (the “Property”). Wesley Housing Development Corporation (“Wesley”) and Melwood Horticultural Training Center, Inc. (the “co-Developers”) will be the developers of the Property. Wesley (the “Guarantor”) shall guarantee specific obligations of the Managing Member under the operating 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 \$3,000,000) for the Operating Deficit Guarantee and Tax Credit Compliance guarantee.*

You have further advised us that the Property is expected to receive an allocation of 4% Tax Credits in the annual amount of \$1,925,000 and that all of the 53 units will qualify for Tax Credits.

I. Equity Investment

The Investor will contribute to the Company a total of \$17,323,272, (the “Total Equity”) or \$0.90 (the “Tax Credit Ratio”) per total Tax Credit available to the Investor. The LIHTC Equity shall be payable in the following installments:

Contribution	Contribution %	Timing
Initial	20.0%	Closing
Second	70.0%	Later of April 30, 2029 and 100% Completion
Third	8.0%	Later of January 31, 2030 and Permanent Loan Closing and Breakeven
Fourth	2.0%	Form 8609

- A. *First Capital Contribution.*** The Investor will fund the First Capital Contribution at Closing.
- B. *Second Capital Contribution.*** The Second Capital Contribution will be paid upon the later of April 30, 2029 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, as applicable per Exhibit A; (v) satisfactory financial condition of the Guarantors (i.e., compliance with the Net Worth and Liquidity Covenant); and (vi) receipt of prior year's income tax returns in the event such returns are then due.
- C. *Third Capital Contribution.*** The Third Capital Contribution will be paid upon the later of January 31, 2030 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 Operations 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) satisfactory financial condition of the Guarantors.

“Breakeven” shall mean that, for each such month, occupancy is at least 93% 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 7.00% 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) 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.

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

- a.** Construction Loan in the approximate amount of \$23,400,000;
- b.** Permanent Loan in the approximate amount of \$ 6,856,000 with a fixed interest rate of approximate rate of 7.20%, a term of 16 years and payments based on 40-year amortization;
- c.** DHCD ASNH VHTF Funds Loan in the approximate amount of \$2,000,000 with an interest rate of 0.50% and term of 30 years with principal due upon maturity;
- d.** DHCD ASNH NHTF Funds Loan in the approximate amount of \$1,000,000 with an interest rate of 0.50% and term of 30 years with principal due upon maturity;
- e.** Arlington County Loan in the approximate amount of \$4,987,892 with an interest rate of 0.50% and term of 30 years with principal due upon maturity;
- f.** CMF Loan in the approximate amount of \$790,000 with an interest rate of 2.00% and term of 30 years with principal due upon maturity;
- g.** Seller Note in the approximate amount of \$600,000 with an interest rate of 2.00% and term of 30 years with principal due upon maturity;
- h.** Other Subordinate Loans in the approximate amount of \$3,500,000 with an interest rate of zero percent and term of 30 years with principal due upon maturity; and

- i. Subsequent to the tax credit compliance period, up to 90% of the losses shall be reallocated to the managing member in an amount which will result in the Investor's Capital Account in year 15 being more than \$0.00.

II. Developer Fee

The Developer shall receive a Developer Fee of a minimum of \$3,000,000, of which \$2,000,000 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 no interest. Principal 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 the Developer Fees including interest until paid in full;

- e. any amounts required to be paid with respect to any soft loans;
- f. to any sponsor operating or development deficit loans;
- g. 90% of Cash Flow after IV(e) to the Managing Member as a preferred return with an equivalent allocation of income;
- h. 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.

Right of First Refusal and Option – Pursuant to Virginia Housing Form

A qualified non-profit corporation designated by the Managing Member shall have a right of first refusal and option to purchase the Property as allowed under Section 42, and such right shall be provided for in the standard form Virginia Housing Development Authority right of first refusal agreement. The ROFR is subject to Investor Approval. In the event the ROFR is not approved by or changes required by the Investor are not acceptable to the Managing Member, this LOI shall be terminated.

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 Investor's 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 the full amount of the Company's Tax Credit allocation, \$1,925,000, for Tax Credits for each year from 2029 through 2038.

(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 2029/2030 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 2029 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 third anniversary of Breakeven and replenishment of the Operating Reserves, in an amount not to exceed 6 months of underwritten operating expenses (including deposits to the replacement reserve) and “must-pay” debt service 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).

Upon the 10th anniversary of achieving Breakeven, Operating Reserves in excess of 50% of the Initial Operating Reserve balance shall be released to the Managing Member as a special distribution provided that for the previous 12 months, operations have achieved a 1.15 DSC based on actual income and expenses and it is reasonably estimated by the SLP on a proforma basis that the property can maintain a 1.15 debt service coverage through the tax credit compliance period with income trended at the lower of (i) the historical CPI and (ii) historical five year income growth at the property and expenses trended at the property’s five year historical rate.

- 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 and a ; (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 \$7,500, 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 \$100,000 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.

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 _____, 2026

By: _____

**EXHIBIT A
FORM OF CONTRACTOR PAYOFF LETTER**

<<< Company Letterhead >>>

CONTRACTOR PAYOFF LETTER

[DATE]

VIA EMAIL

Hudson Housing Capital LLC
630 Fifth Ave, 28th Floor
New York, New York 10111

Re: [Property Name and Address]

Dear Mr. Murphy:

This is to confirm the following:

1. [General Contractor] has been paid to date in the amount of [\$X,XXX,XXX] as evidenced by the attached unconditional lien waivers from the Contractor and Subcontractors.
2. The outstanding balance, including punch list and retention on the abovementioned construction contract and including all pending change orders (as evidenced by the attached pending change order log) and all amounts owed to all Subcontractors and suppliers for the project, is [\$X,XXX,XXX].
3. There will be no additional change orders.
4. Submitted with this letter are conditional lien waivers from the Contractor and Subcontractors for all amounts less retainage, punch list items, and/or other amounts owed.

Furthermore, the Contractor acknowledges that to the extent punch list items remain to be completed, such punch list shall be completed within ninety (90) days of the date of Substantial Completion, as such term is defined in the Amended and Restated Operating Agreement of [XXXX] dated [XXXXXX].

Sincerely,

Name
Title
General Contractor

Tab D:

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

V. Previous Participation Certification

Development Name: Wesley Melwood - 9

Name of Applicant (entity): 23rd Redevelopment Owner LLC

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

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

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

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 within the organizational charts 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 within the past ten (10) years 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. For purposes of this statement, "declared a default" refers only to final notices of default issued after the exhaustion of all applicable notice and cure rights.
3. During any time within the last ten (10) years that any of the Participants were a Principal in an owner of multifamily rental property, no such owner 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. For the purposes of this statement, "determined to have breached" refers only to determinations made by an independent third-party arbiter or court of law following the expiration of all applicable notice and cure periods and excludes default judgments that have been fully satisfied.
4. No Participant listed in this Certification has been required to turn control of a property over to an investor or been otherwise involuntarily removed as a general partner from the ownership of a multifamily rental property within the past ten (10) years.

5. There are no unresolved material findings of noncompliance resulting from any audits, management reviews, or other governmental investigations performed by (or on behalf of) any state or federal entity, concerning any multifamily rental property in which any of the Participants were Principals at the time of such finding. For the purposes of this statement, a finding is considered resolved if either (a) the state or federal entity issuing the finding has determined that no further action is required to remedy the finding; or (b) the Participant (or entity in which it is a Principal) has entered into a binding agreement with the applicable state or federal entity to address such finding(s) and the Applicant has included with this Certification a copy of such agreement accompanied by a written statement from the state or federal entity verifying that such agreement is not in default and is reasonably expected to be satisfied within (90) days. Any such statement must be addressed to Virginia Housing and dated no more than thirty (30) days prior to submission of the Application.

6. During the past ten (10) years, no Participants were Principals in any multifamily rental property for which payments under any state or federal assistance contract were suspended or terminated. For the purposes of this statement, suspensions and terminations do not include those caused solely by actions or inactions of the state or federal agency, like funding shortages, technical issues, or administrative delays, where the Principals were not at fault.

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.

8. No Participant has been suspended, debarred, or otherwise restricted by any federal or state entity from participating in housing programs administered by such entity due to programmatic noncompliance on the part of either the Participant or an entity in which the Participant was a Principal.

9. During the past ten (10) years, (a) no Participant has been the subject of a claim under an employee fidelity bond; and (b) while any Participant was a Principal in an owner of multifamily rental property, no Participant or such related owner defaulted on any obligation secured by a letter of credit or surety or performance bond. For the purposes of this statement, "defaulted" refers only to events where funds were paid by the issuer of a letter of credit or surety or performance bond.

10. No Participant is a Virginia Housing employee or a member of the immediate household of any Virginia Housing employee.

11. No Participant currently holds an ownership interest in a multifamily rental property where construction has stopped for more than 20 consecutive days, unless the stoppage:

(a) resulted from events beyond the reasonable control of the property owner that also caused similar delays in comparable projects in the surrounding area (e.g. natural disasters, labor strikes, pandemics, or government-imposed work stoppages); or

(b) solely involves work neither contractually required as a condition of tax credit allocation nor required prior to placing in service all residential buildings within such project.

Additionally, no Participant currently holds an ownership interest in a multifamily rental property assisted by a federal or state governmental entity and that has been substantially complete for more than 90 days without the required closing documents (such as the final cost certification) being filed, unless the delay is solely attributable to the governmental entity and not to the property owner or its agents.

12. No court of competent jurisdiction or other federal or state governmental entity has found any Participant to be in violation of any applicable civil rights, fair housing, or equal employment opportunity laws or regulations.

13. During the past ten (10) years, no Participant was a Principal in any multifamily rental property found by a court of competent jurisdiction or other federal or state governmental entity to have failed to comply with Section 42 of the Internal Revenue Code of 1986, as amended (this statement does not refer to 8823s deemed corrected by the issuing agency).

14. No Participants are currently named as a defendant in a civil lawsuit relating to their ownership or other participation in a multi-family housing development where the amount of damages sought by the plaintiffs against the Participants relates to such ownership or participation and is for an amount greater than One Million Dollars (\$1,000,000).

15. No Participant has pursued a Qualified Contract or planned foreclosure in Virginia after January 1, 2019.

Statements above (if any) to which I cannot certify have been deleted by striking through the words. In the case of any such deletion and failure to certify, I have attached the following, which if not provided will automatically disqualify this Application from consideration:

- A. Supporting documentation sufficient to both outline the relevant facts and circumstances that necessitated each deletion and to explain why such deletion(s) should not result in disqualification; and
- B. A draft of Virginia Housing's form Right of First Refusal, which the Applicant commits to properly execute and record as a condition of any reservation or allocation of low-income housing tax credits made with regard to the Development named above.

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



Signature

Kamilah McAfee

Printed Name

3/4/2026

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

Tab E:

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

OPTION TO GROUND LEASE

This Option to Ground Lease (this “*Option*”) effective February 29, 2024, is made by and between Melwood Horticultural Training Center, Inc., a Maryland nonstock corporation, or designee or assignee (including its assigns, “*Optionor*”), and 23rd Redevelopment Owner LLC, a Virginia limited liability company (the Owner LLC, which will have the JV Entity (aka the Company) as the managing member) (the “*Optionee*”).

RECITALS

A. Optionor owns that approximately 1.74-acre parcel of land located in Arlington County Virginia and having the street address of 750 S. 23rd Street South in Arlington, VA and known as Parcel No. 36-039-015, as more particularly described on the attached Exhibit A (“*Land*”), which Land is improved by certain buildings that are anticipated to be demolished by Optionee after Closing (as defined herein).

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

C. Prior to or contemporaneously with Closing, Optionor will subject the Land to a Declaration of Condominium recorded among the land records for Arlington County, Virginia (the “*Condominium*”), creating a Program Space Unit, as more particularly described on Exhibit B-1 (“*PS Unit*”), a Shared Use and Parking Unit, as more particularly described on Exhibit B-2 (the “*SU Unit*”), and a Multifamily Unit, as more particularly described on Exhibit B-3 (including its rights to the SU Unit, the “*Premises*”).

D. The Project is to be located on all or on a portion on the Land as outlined on the attached as Exhibit B (the “*Ground Leasehold Parcel*” or the “*Premises*”), and, prior to or contemporaneously with Closing, Optionor will, at the request of the Optionee with all costs incurred by the Optionee, subject the Land to a Declaration of Condominium recorded among the land records for Arlington, Virginia (the “*Condominium*”), creating one or more land condominium units for the Project or multiple Projects (.

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

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

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

Therefore, the parties agree as follows:

AGREEMENT

1. **Deposit:** On the date hereof, Optionee shall deposit with Title Company (defined herein) a deposit in the amount of \$100.00 (the “*Deposit*”). The Deposit shall be refundable in the event of Optionee’s good faith failure to exercise the Option or enter into the Ground Lease. If Optionee exercises the

Option and enters into the Ground Lease, the Deposit will be applied to the Initial Capitalized Rent Payment (as defined below).

2. **Option:** At any time beginning the date hereof and ending two years from the date hereof on January 31, 2026, with any extension periods provided for herein or otherwise agreed to by the parties in writing (“**Option Period**”), Optionee will have the right and option to lease the Ground Leasehold Parcel pursuant to the Ground Lease.
 - 2.1. Extensions. If the Optionee has either secured a reservation of Low Income Housing Tax Credits prior to the termination of the then-current Option Period or the Optionee diligently pursued and timely applied for but has not secured a reservation of Low Income Housing Tax Credits prior to the termination of the Option Period, the Optionee may extend the Option Period for a period of twelve (12) months by written notice to the Optionor.
 - 2.2. Exercise. Optionee may exercise the option granted herein at any time during the Option Period by notifying Optionor in writing, provided that all conditions precedent pursuant to Paragraph 7 have been satisfied, or waived by the party for whose benefit the condition is imposed.
 - 2.3. Closing. Closing will occur, and the Ground Lease will become effective, within sixty (60) days following Optionee’s delivery of the written notice to Optionor exercising the Option, or such other period agreed to in writing by the Optionee and Optionor (the “**Closing Date**”). Closing will be accomplished through the escrowed delivery of all documents and funds required by this Option to Optionee’s selected title company (the “**Title Company**”).
 - 2.4. Items to be Delivered by Optionor at Closing. At Closing, Optionor will execute, deliver and/or provide to the Title Company, or will cause to be executed, delivered and/or provided to Title Company, the following closing documents:
 - 2.4.1. The Ground Lease conveying to Optionee the leasehold interest to the Ground Leasehold Parcel, free and clear of any liens or encumbrances other than encumbrances permitted by Optionee, in its as-is, where-is condition, and without representation or warranty;
 - 2.4.2. a FIRPTA certificate signed by Optionor containing the following: (i) Optionor's U.S. Taxpayer Identification Number, (ii) the business address of Optionor and (iii) a statement that Optionor is not a foreign person within the meaning of Sections 1445 and 7701 of the Internal Revenue Code;
 - 2.4.3. evidence reasonably satisfactory to the Title Company authorizing the consummation by Optionor of the transactions contemplated hereby and the execution and delivery of all documents and instruments in connection herewith;
 - 2.4.4. all such other documents and instruments customarily executed and delivered by a landlord of a ground leasehold similar to the leasehold interest in the Ground Leasehold Parcel conveyed by the Ground Lease in the jurisdiction in which the Land is located, consistent with the terms and provisions of this Option; and
 - 2.4.5. the customary form of affidavit certifying to the Title Company, among other things: (i) the absence of claims which would give rise to mechanic's and materialmen's liens, (ii) that Optionor is the only party in possession of the

Ground Leasehold Parcel, and (iii) that there are no pending suits or outstanding judgments against either Optionor or the Land.

2.5. Items to be Delivered by Optionee at Closing. At Closing, Optionee will execute, deliver and/or provide to the Title Company, or will cause to be executed, delivered and/or provided to Title Company, the following closing documents:

2.5.1. a FIRPTA certificate signed by Optionee containing the following: (i) Optionee's U.S. Taxpayer Identification Number, (ii) the business address of Optionee and (iii) a statement that Optionee is not a foreign person within the meaning of Sections 1445 and 7701 of the Internal Revenue Code; and

2.5.2. evidence reasonably satisfactory to the Title Company authorizing the consummation by Optionee of the transactions contemplated hereby and the execution and delivery of all documents and instruments in connection herewith.

2.6. Funds. At Closing, Optionee will provide to the Title Company or cause to be provided to Title Company the immediately available funds payable to the Title Company representing the Initial Capitalized Rent Payment, if any, due in accordance with the Ground Lease;

2.7. Prorations. Real estate taxes and assessments on the Land will be prorated at closing in accordance with normal practices.

3. **Terms and Conditions of Ground Lease:** The terms of the Ground Lease will be as set forth in the form of the Ground Lease to be agreed upon by the parties.

The parties agree to make such reasonable revisions, including but not limited to attaching riders or addenda, to the agreed-upon form of Ground Lease as may be required by VH or any other investors or lenders for the Project. The Ground Leasehold Parcel and the Ground Lease will be senior to the lien of such lenders and the Project loans. If the Optionee seeks financing from other institutional lenders or investors, the Optionor will agree to the reasonable revisions to the Ground Lease required by such parties and acknowledges such requirements in the Ground lease, including the riders and addendum required by HUD-FHA (with a waiver related to any lender or HUD-FHA requirements to acquire the Land), and the requirements from Fannie Mae and Freddie Mac.

4. **Initial Capitalized Rent Payment:** To determine the value of the Premises, the Optionor or the Owner LLC shall obtain an appraisal by Novogradac or any of the following appraisal firms: (i) CBRE, (ii) RPRG, (iii) Hodges and Pratt, or (iv) Vogt Strategic Insights), unless the Members jointly agree to a single appraiser to determine such value or to use a lender's appraisal, prior to December 31, 2024, (the "**FMV**"). The initial capitalized rent payment to be made under the Ground Lease is anticipated to be at least \$7,100,000 (the "**Initial Capitalized Rent Payment**"), and such value is based on an existing appraisal that contains two extraordinary assumptions: (i) that the Property is rezoned to RA8-18, and (ii) that the existing buildings have been demolished and the land has been cleared for construction; the parties agree to confirm and update the appraisal with an independent appraisal upon zoning approvals and confirmation of the density permitted, and taking into consideration the lender's requirements. The difference between the FMV and the Initial Capitalized Rent Payment will be paid from Project surplus cash flow (after priority payments to the Project investor and lender permitted payments to deferred development fee), and the difference will be evidenced by a promissory note secured by a recorded subordinate deed of trust.

5. **Tenant:** The tenant under the Ground Lease (the “*Tenant*”) will be the Optionee or an affiliate or an entity controlled by the Optionee together with one or more tax credit investors.
6. **Recording:** This Option will not be recorded, but the Ground Lease or a memorandum of the Ground Lease is expected to be recorded in the appropriate office of public records. All taxes and other costs of transfer and recordation will be borne by Optionee.
7. **Conditions Precedent to Entering into Ground Lease:** Following Optionee’s exercise of the Option, the obligation of Optionee to enter into the Ground Lease will be conditioned upon the following:
 - 7.1. Optionor’s title to the Ground Leasehold Parcel shall be good and marketable, and free and clear of all liens, charges, encumbrances, encroachments, easements, restrictions, leases, tenancies, occupancies or agreements or other matters unduly burdening the development of the Project, and the leasehold interest of Optionee under the Ground Lease shall be marketable, fully insurable by a recognized title insurance company at its regular rates on terms acceptable to Optionee, and free and clear of any liens or encumbrances other than encumbrances permitted or accepted by Optionee;
 - 7.2. Optionor and Optionee will have agreed upon a tenant relocation plan that allows a right of return to the maximum extent feasible; and
 - 7.3. All conditions for closing of financing sufficient to complete the Project as designed shall have been satisfied.
8. **Access to Books and Records; Tests and Surveys:** During the Option Period, and, if Optionee exercises its option, until the Closing Date, Optionee or its agents or affiliates, including but not limited to Wesley Housing Development Corporation of Northern Virginia, a Virginia nonstock corporation, shall have the right to enter upon the Land for the purpose of making such design and engineering analysis, inspections, investigations, surveys, market studies, economic feasibility studies, and tests (including but not limited to soil boring, environmental or engineering tests) as it may deem necessary or desirable, at its sole cost and expense, and shall be given unlimited access to all books and records, including but not limited to all existing environmental reports, engineering reports, maintenance records, title policies and surveys, site plans, and plans and specifications, related to the Land and any improvements thereon; notwithstanding the foregoing, Optionor shall provide copies of such books and records as are within Optionor’s possession or control to Optionee within ten (10) days of executing this Option. Any such entry to the Land or access to books and records may be at all reasonable times and upon reasonable advance notice to Optionor and shall be at the Optionee’s sole risk and expense. Optionee shall exercise good faith efforts to minimize disruption of Optionor’s activities on the Land. Optionor will have the right to determine the date and time for any such inspection and diligence to minimize disruption on current operations. Optionee and its agents or affiliates or contractors, will adhere to the Optionor’s Visitor Protocols. All damage to the Land resulting from any access by or at the direction of Optionee or its contractors will be promptly repaired by Optionee, at its sole cost and expense, so that the Land will be restored to the same condition in which it existed immediately prior to such access, unless otherwise agreed by the parties (for example, if the damages property will be demolished or repairs as part of the eventual projects). To the extent not covered by the applicable insurance policies required hereunder, Optionee shall indemnify, save and hold harmless Optionor from and against any merited claims, actual, documented damages, losses, suits or other liabilities arising from investigations made pursuant to this Section 9, provided that Optionee shall have the right to control the defense of any related litigation, and provided further that Optionee has been provided with reasonable notice of such litigation; and prior to entry on the Land by Optionee or by any agent or contractor of Optionee to conduct inspections or intrusive testing of the Land or any building on the

Land, Optionor shall be provided reasonable evidence of Optionee's general liability insurance in effect or evidence of the general liability insurance of the third-party providing testing and inspection services, naming Optionor as an additional insured, with a per occurrence limit of not less than \$1,000,000, and a general aggregate limit of not less than \$2,000,000. Optionee shall adequately protect the Land and agrees to promptly repair and restore any damage to the Land resulting from Optionee's activities on the Land, all at Optionee's sole cost and expense.

9. **Termination:** This Option may be terminated in accordance with the following provisions:

9.1. This Option will automatically terminate if Optionee does not exercise its option to lease during the Option Period as may be extended, or cannot exercise its option during the Option Period as a consequence of the failure of any condition precedent set forth in Section 7.

9.2. Optionor may terminate this Option at its election by providing written notice to Optionee, if Optionee has not submitted an application to VH for a 9% tax credit reservation for Project financing by April 1, 2025.

9.3. In addition to Section 9.2, either party may terminate this Option by providing written notice to the other party of the following:

9.3.1. The party's desire to terminate for its convenience;

9.3.2. If any condition set forth in Section 7 is not or cannot reasonably or practically be satisfied; or

9.3.3. If Optionee determines that the Project is not feasible for any reason or if any investigations, inspections, studies or tests of the Land are unsatisfactory to Optionee prior to September 1, 2024.

9.3.4. The foregoing does not adversely affect the rights, duties and obligations of affiliates of the Optionor and Optionee under the operating agreement of the managing member of the Optionee.

9.4. Notwithstanding the foregoing, under no circumstances will this Option expire prior to six (6) months following the date on which Optionee submits an application to VH for Project financing if delays in closing on the Ground Lease are due to circumstances outside of the reasonable control of the Optionee.

10. **Exclusive Option:** Until such time as this Option is terminated, Optionor shall not market, sell, offer for sale, negotiate with respect to, or otherwise deal in, the sale, lease or other transfer of the Land or of any interest therein, or of any interest in the Optionor or any other entity holding a legal or beneficial interest in the Land.

11. **Work Product upon Termination:** If this Option is terminated pursuant to Section 9, and provided that Optionor is not otherwise in default, Optionee shall deliver to Optionor copies in its possession of all tests, studies, assessments, reports, design materials and other investigative work product pertaining to the Land which have been assembled by the Optionee in the course of its investigation of the Land and evaluation and planning for Site Development, and which are not proprietary marketing, strategic

or privileged analyses or communications, provided that Optionor reimburses Optionee or PHA, as applicable, for the actual cost incurred for such work product.

12. **Time of Essence:** Time is of the essence in this Option.

13. **Representations and Warranties**

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

13.1.1. Authority. Optionor has the full right and authority and has obtained any and all consents required to enter into this Option and to consummate or cause to be consummated the transactions contemplated hereby. This Option has been, and all of the documents to be delivered by Optionor at the Closing will be, authorized and properly executed and constitutes, or will constitute, as appropriate, the valid and binding obligation of Optionee, enforceable in accordance with their terms.

13.1.2. Conflicts and Pending Action. There is no agreement to which Optionor is a party or to the best of Optionor's knowledge binding on Optionor which is in conflict with this Option.

13.1.3. Service Contracts and Equipment Leases. There are no Service Contracts and Equipment Leases related to the Land that will survive the Closing.

13.1.4. Violations. Optionor has not received Notice from any Governmental Authority of any violation by Optionor of any law, rule or regulation affecting the Land or its use including any environmental law or regulation, health and public safety law, nor has Optionor received notice from any Governmental Authority that the Land is in violation of any applicable land use law, building or zoning code or ordinance, except for any such matters which may have been previously cured by Optionor or which have been disclosed to and accepted by Optionee. Optionor makes no representation or warranty about the existence of any asbestos or lead based paint in any buildings or improvements on the Land, but notes that the existing building on the Land was constructed during the time when both asbestos and lead based paint were often used as construction materials.

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

13.1.6. Tenant Leases. There are no Tenant leases or tenancies of the Premises that will survive the Closing other than existing residential rental tenants with a right to return under the tenant relocation plan.

13.1.7. Non-Foreign Status. Optionor is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code.

- 13.1.8. No Bankruptcy. Optionor has not (a) commenced a voluntary case, or had entered against it a petition, for relief under any federal bankruptcy act or any similar petition, order or decree under any federal or state law with respect to bankruptcy, insolvency or other relief for debtors, or (b) caused, suffered or consented to the appointment of a receiver, trustee, administrator, conservator, liquidator or similar official in any federal, state or foreign judicial or non-judicial proceeding to hold, administer and/or liquidate all or substantially all of its assets.
- 13.1.9. The Ground Leasehold Parcel is leased “AS-IS,” “WHERE-IS.” Except as specifically provided for herein, the Optionor disavows any oral statements or representations made by its agents, employees or third parties unless said statement or representation is specifically incorporated herein.

All of the representations and warranties contained in Section 13.1 shall survive the Closing.

- 13.2. Optionee's Representations and Warranties. As a material inducement to Optionor to execute this Option and consummate this transaction, Optionee represents and warrants to Optionor that:
- 13.2.1. Organization and Authority. Optionee has been duly organized and validly exists, limited liability company in good standing in the Commonwealth of Virginia. Optionee has the full right and authority and has obtained any and all consents required to enter into this Option and to consummate or cause to be consummated the transactions contemplated hereby. This Option has been, and all of the documents to be delivered by Optionee at the Closing will be, authorized and properly executed and constitutes, or will constitute, as appropriate, the valid and binding obligation of Optionee, enforceable in accordance with their terms.
- 13.2.2. Conflicts and Pending Action. There is no agreement to which Optionee is a party or to Optionee's knowledge binding on Optionee which is in conflict with this Option. There is no action or proceeding pending or, to Optionee's knowledge, threatened against Optionee which challenges or impairs Optionee's ability to execute or perform its obligations under this Option.
- 13.2.3. Anti-Terrorism Laws. Optionee is not a Prohibited Person, and does not engage in any dealings or transactions, and is not otherwise associated, with any Prohibited Person.
- 13.2.4. Non-Foreign Status. Optionee is not a “foreign person” as defined in Section 1445 of the Internal Revenue Code.
- 13.2.5. No Bankruptcy. Optionee has not (a) commenced a voluntary case, or had entered against it a petition, for relief under any federal bankruptcy act or any similar petition, order or decree under any federal or state law with respect to bankruptcy, insolvency or other relief for debtors, or (b) caused, suffered or consented to the appointment of a receiver, trustee, administrator, conservator, liquidator or similar official in any federal, state or foreign judicial or non-judicial proceeding to hold, administer and/or liquidate all or substantially all of its assets.
- 13.2.6. Survival. The provisions of this Section 13.2 shall survive the Closing.

14. **Notices:** Any and all notices, elections, demands or communications permitted or required to be made under this Option will be in writing, signed by the party giving such notice, and will be delivered in person or sent by overnight courier or sent by registered or certified mail to the other party hereto or by e-mail transmission with a copy to follow by certified mail, return receipt requested, postage paid or by overnight courier. The date of personal delivery or overnight courier delivery or the date of such mailing e-mail transmission, as the case may be, will be the date that such notice or election will be deemed to have been given. For the purpose of this Option:

The address of Optionor is:

Melwood Horticultural Training Center, Inc. 5606 Dower House Rd,
Upper Marlboro, MD 20772
Attn: Scott Gibson, CSO

with a copy to:

Klein Hornig LLP
1325 G Street NW, Suite 770
Washington, DC 20005
Attn: Erik T. Hoffman
E-mail Address: EHoffman@kleinhornig.com

The address of Optionee is:

23rd Redevelopment Owner LLC
c/o Wesley Housing Development Corporation of Northern Virginia
2311 Huntington Avenue
Alexandria, Virginia 22303
Attn: Kamilah McAfee

with a copy to:

Melwood 23rd Redevelopment Member LLC
5606 Dower House Rd,
Upper Marlboro, MD 20772
Attn: Scott Gibson
Attn: Christie Roberts

with a copy to:

Klein Hornig LLP
1325 G Street NW, Suite 770
Washington, DC 20005
Attn: Erik T. Hoffman
E-mail Address: EHoffman@kleinhornig.com

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

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

(signature page follows)

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

OPTIONOR:

MELWOOD HORTICULTURAL TRAINING CENTER, INC.



Signature

Larysa Kautz

Printed Name

President & CEO

Title

OPTIONEE:

23RD REDEVELOPMENT OWNER LLC

a Virginia limited liability company

By: Wesley Melwood 23rd Redevelopment JV Partner LLC,
a Virginia limited liability company, its managing member

By: Wesley 23rd Redevelopment Managing Member LLC,
a Virginia limited liability company, its managing member

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

By: _____

Name: Kamilah McAfee

Title: President and CEO

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

OPTIONOR:

MELWOOD HORTICULTURAL TRAINING CENTER, INC.

Signature

Larysa Kautz

Printed Name

President & CEO

Title

OPTIONEE:

23RD REDEVELOPMENT OWNER LLC
a Virginia limited liability company

By: Wesley Melwood 23rd Redevelopment JV Partner LLC,
a Virginia limited liability company, its managing member

By: Wesley 23rd Redevelopment Managing Member LLC,
a Virginia limited liability company, its managing member

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

By: _____



Name: Kamilah McAfee
Title: President and CEO

Exhibit A

Legal Description of Land

Parcel A, Block 11, Section 1, Aurora Hills, Deed Book 2085 Page 1413 Arlington County,
Virginia.

FIRST AMENDED AND RESTATED OPTION TO GROUND LEASE

THIS FIRST AMENDED AND RESTATED OPTION TO GROUND LEASE (this "**Agreement**"), effective as of March 12, 2025 ("**Effective Date**"), is made by and between Melwood Horticultural Training Center, Inc., a Maryland nonstock corporation, or designee or assignee (including its assigns, "**Optionor**"), and 23rd Redevelopment Owner LLC, a Virginia limited liability company (the Owner LLC (the "**Optionee**").

RECITALS

A. Optionor owns that approximately 1.733-acre parcel of land located in Arlington County Virginia and having the street address of 750 S. 23rd Street South in Arlington, VA and known as Parcel No. 36-039-015, as more particularly described on the attached Exhibit A ("**Land**"), Land is improved by certain buildings that are anticipated to be demolished by Optionee after Closing (as defined herein).

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

C. Prior to or contemporaneously with Closing (defined below), Optionor will subject the Land to a Declaration of Condominium recorded among the land records for Arlington County, Virginia (the "**Condominium**"), creating a condominium regime, which is anticipated to contain three (3) units (the "**Units**"). The three Units will be (a) one Unit containing the low income housing project that is subject of this Option (the "**Ground Leasehold Parcel**" or the "**Project**"), (b) one Unit containing another the low income housing project (the "**Second LIHTC Project**"), (c) a Unit including a program space, and each unit will have certain reciprocal easement rights with respect to supporting parking, driveways, stormwater management sanitary sewer, utilities and other infrastructure (collectively, the "**Site Development**").

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

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

F. The Parties entered into that certain Option to Ground Lease with an effective date of February 29, 2024 (the "**Original Agreement**"), pursuant to which Optionor granted to Optionee an option to ground lease that Ground Leasehold Parcel.

The Parties now desire to amend and restate the Original Agreement in its entirety, as more fully set forth below.

Therefore, the Parties agree as follows:

AGREEMENT

1. **Deposit:** On the date hereof, Optionee shall deposit with Title Company (defined herein) a deposit in the amount of \$100.00 (the "**Deposit**"). The Deposit shall be refundable in the event of Optionee's good faith failure to exercise the Option or enter into the Ground Lease. If Optionee exercises the

Option and enters into the Ground Lease, the Deposit will be applied to the Initial Capitalized Rent Payment (as defined below).

2. **Option:** At any time beginning the date hereof and ending two years from the date hereof on January 29, 2026, with any extension periods provided for herein or otherwise agreed to by the parties in writing (“*Option Period*”), Optionee will have the right and option to lease the Ground Leasehold Parcel pursuant to the Ground Lease.
 - 2.1. Extensions. If the Optionee has either secured a reservation of Low Income Housing Tax Credits prior to the termination of the then-current Option Period or the Optionee diligently pursued and timely applied for but has not secured a reservation of Low Income Housing Tax Credits prior to the termination of the Option Period, the Optionee may extend the Option Period for a period of twelve (12) months by written notice to the Optionor.
 - 2.2. Exercise. Optionee may exercise the option granted herein at any time during the Option Period by notifying Optionor in writing, provided that all conditions precedent pursuant to Paragraph 7 have been satisfied, or waived by the party for whose benefit the condition is imposed.
 - 2.3. Closing. Closing will occur, and the Ground Lease will become effective, within sixty (60) days following Optionee’s delivery of the written notice to Optionor exercising the Option, or such other period agreed to in writing by the Optionee and Optionor (the “*Closing Date*”). Closing will be accomplished through the escrowed delivery of all documents and funds required by this Option to Optionee’s selected title company (the “*Title Company*”).
 - 2.4. Items to be Delivered by Optionor at Closing. At Closing, Optionor will execute, deliver and/or provide to the Title Company, or will cause to be executed, delivered and/or provided to Title Company, the following closing documents:
 - 2.4.1. The Ground Lease conveying to Optionee the leasehold interest to the Ground Leasehold Parcel, free and clear of any liens or encumbrances other than encumbrances permitted by Optionee, in its as-is, where-is condition, and without representation or warranty;
 - 2.4.2. a FIRPTA certificate signed by Optionor containing the following: (i) Optionor's U.S. Taxpayer Identification Number, (ii) the business address of Optionor and (iii) a statement that Optionor is not a foreign person within the meaning of Sections 1445 and 7701 of the Internal Revenue Code;
 - 2.4.3. evidence reasonably satisfactory to the Title Company authorizing the consummation by Optionor of the transactions contemplated hereby and the execution and delivery of all documents and instruments in connection herewith;
 - 2.4.4. all such other documents and instruments customarily executed and delivered by a landlord of a ground leasehold similar to the leasehold interest in the Ground Leasehold Parcel conveyed by the Ground Lease in the jurisdiction in which the Land is located, consistent with the terms and provisions of this Option; and
 - 2.4.5. the customary form of affidavit certifying to the Title Company, among other things: (i) the absence of claims which would give rise to mechanic's and materialmen's liens, (ii) that Optionor is the only party in possession of the

Ground Leasehold Parcel, and (iii) that there are no pending suits or outstanding judgments against either Optionor or the Land.

2.5. Items to be Delivered by Optionee at Closing. At Closing, Optionee will execute, deliver and/or provide to the Title Company, or will cause to be executed, delivered and/or provided to Title Company, the following closing documents:

2.5.1. a FIRPTA certificate signed by Optionee containing the following: (i) Optionee's U.S. Taxpayer Identification Number, (ii) the business address of Optionee and (iii) a statement that Optionee is not a foreign person within the meaning of Sections 1445 and 7701 of the Internal Revenue Code; and

2.5.2. evidence reasonably satisfactory to the Title Company authorizing the consummation by Optionee of the transactions contemplated hereby and the execution and delivery of all documents and instruments in connection herewith.

2.6. Funds. At Closing, Optionee will provide to the Title Company or cause to be provided to Title Company the immediately available funds payable to the Title Company representing the Initial Capitalized Rent Payment, if any, due in accordance with the Ground Lease;

2.7. Prorations. Real estate taxes and assessments on the Land will be prorated at closing in accordance with normal practices.

3. **Terms and Conditions of Ground Lease:** The terms of the Ground Lease will be as set forth in the form of the Ground Lease to be agreed upon by the parties.

The parties agree to make such reasonable revisions, including but not limited to attaching riders or addenda, to the agreed-upon form of Ground Lease as may be required by VH or any other investors or lenders for the Project. The Ground Leasehold Parcel and the Ground Lease will be senior to the lien of such lenders and the Project loans. If the Optionee seeks financing from other institutional lenders or investors, the Optionor will agree to the reasonable revisions to the Ground Lease required by such parties and acknowledges such requirements in the Ground lease, including the riders and addendum required by HUD-FHA (with a waiver related to any lender or HUD-FHA requirements to acquire the Land), and the requirements from Fannie Mae and Freddie Mac.

4. **Initial Capitalized Rent Payment:** The initial capitalized rent payment to be made under the Ground Lease is anticipated to be at least \$2,000,000 (the “**Initial Capitalized Rent Payment**”).

5. **Tenant:** The tenant under the Ground Lease (the “**Tenant**”) will be the Optionee or an affiliate or an entity controlled by the Optionee together with one or more tax credit investors.

6. **Recording:** This Option will not be recorded, but the Ground Lease or a memorandum of the Ground Lease is expected to be recorded in the appropriate office of public records. All taxes and other costs of transfer and recordation will be borne by Optionee.

7. **Conditions Precedent to Entering into Ground Lease:** Following Optionee’s exercise of the Option, the obligation of Optionee to enter into the Ground Lease will be conditioned upon the following:

7.1. Optionor’s title to the Ground Leasehold Parcel shall be good and marketable, and free and clear of all liens, charges, encumbrances, encroachments, easements, restrictions, leases, tenancies, occupancies or agreements or other matters unduly burdening the development of

the Project, and the leasehold interest of Optionee under the Ground Lease shall be marketable, fully insurable by a recognized title insurance company at its regular rates on terms acceptable to Optionee, and free and clear of any liens or encumbrances other than encumbrances permitted or accepted by Optionee; and

7.2. All conditions for closing of financing sufficient to complete the Project as designed shall have been satisfied.

8. **Access to Books and Records; Tests and Surveys:** During the Option Period, and, if Optionee exercises its option, until the Closing Date, Optionee or its agents or affiliates, including but not limited to Wesley Housing Development Corporation, a Virginia nonstock corporation, shall have the right to enter upon the Land for the purpose of making such design and engineering analysis, inspections, investigations, surveys, market studies, economic feasibility studies, and tests (including but not limited to soil boring, environmental or engineering tests) as it may deem necessary or desirable, at its sole cost and expense, and shall be given unlimited access to all books and records, including but not limited to all existing environmental reports, engineering reports, maintenance records, title policies and surveys, site plans, and plans and specifications, related to the Land and any improvements thereon; notwithstanding the foregoing, Optionor shall provide copies of such books and records as are within Optionor's possession or control to Optionee within ten (10) days of executing this Option. Any such entry to the Land or access to books and records may be at all reasonable times and upon reasonable advance notice to Optionor and shall be at the Optionee's sole risk and expense. Optionee shall exercise good faith efforts to minimize disruption of Optionor's activities on the Land. Optionor will have the right to determine the date and time for any such inspection and diligence to minimize disruption on current operations. Optionee and its agents or affiliates or contractors, will adhere to the Optionor's Visitor Protocols. All damage to the Land resulting from any access by or at the direction of Optionee or its contractors will be promptly repaired by Optionee, at its sole cost and expense, so that the Land will be restored to the same condition in which it existed immediately prior to such access, unless otherwise agreed by the parties (for example, if the damaged property will be demolished or repaired as part of the eventual projects). To the extent not covered by the applicable insurance policies required hereunder, Optionee shall indemnify, save and hold harmless Optionor from and against any merited claims, actual, documented damages, losses, suits or other liabilities arising from investigations made pursuant to this Section 9, provided that Optionee shall have the right to control the defense of any related litigation, and provided further that Optionee has been provided with reasonable notice of such litigation; and prior to entry on the Land by Optionee or by any agent or contractor of Optionee to conduct inspections or intrusive testing of the Land or any building on the Land, Optionor shall be provided reasonable evidence of Optionee's general liability insurance in effect or evidence of the general liability insurance of the third-party providing testing and inspection services, naming Optionor as an additional insured, with a per occurrence limit of not less than \$1,000,000, and a general aggregate limit of not less than \$2,000,000. Optionee shall adequately protect the Land and agrees to promptly repair and restore any damage to the Land resulting from Optionee's activities on the Land, all at Optionee's sole cost and expense.

9. **Termination:** This Option may be terminated in accordance with the following provisions:

9.1. This Option will automatically terminate if Optionee does not exercise its option to lease during the Option Period as may be extended, or cannot exercise its option during the Option Period as a consequence of the failure of any condition precedent set forth in Section 7.

- 9.2. Optionor may terminate this Option at its election by providing written notice to Optionee, if Optionee has not submitted an application to VH for a 9% tax credit reservation for Project financing by April 1, 2025.
- 9.3. In addition to Section 9.2, Optionee may terminate this Option by providing written notice to the Optionor of the following:
 - 9.3.1. The Optionee's desire to terminate for its convenience;
 - 9.3.2. If any condition set forth in Section 7 is not or cannot reasonably or practically be satisfied; or
 - 9.3.3. If Optionee determines that the Project is not feasible for any reason or if any investigations, inspections, studies or tests of the Land are unsatisfactory to Optionee prior to September 1, 2024.
 - 9.3.4. The foregoing does not adversely affect the rights, duties and obligations of affiliates of the Optionor and Optionee under the operating agreement of the managing member of the Optionee.
- 9.4. Notwithstanding the foregoing, under no circumstances will this Option expire prior to six (6) months following the date on which Optionee submits an application to VH for Project financing if delays in closing on the Ground Lease are due to circumstances outside of the reasonable control of the Optionee.
10. **Exclusive Option:** Until such time as this Option is terminated, Optionor shall not market, sell, offer for sale, negotiate with respect to, or otherwise deal in, the sale, lease or other transfer of the Land or of any interest therein, or of any interest in the Optionor or any other entity holding a legal or beneficial interest in the Land.
11. **Work Product upon Termination:** If this Option is terminated pursuant to Section 9, and provided that Optionor is not otherwise in default, Optionee shall deliver to Optionor copies in its possession of all tests, studies, assessments, reports, design materials and other investigative work product pertaining to the Land which have been assembled by the Optionee in the course of its investigation of the Land and evaluation and planning for Site Development, and which are not proprietary marketing, strategic or privileged analyses or communications, provided that Optionor reimburses Optionee or PHA, as applicable, for the actual cost incurred for such work product.
12. **Time of Essence:** Time is of the essence in this Option.
13. **Representations and Warranties**
 - 13.1. Optionor's Representations and Warranties regarding Optionor and Land. Optionor represents and warrants to Optionee that:
 - 13.1.1. Authority. Optionor has the full right and authority and has obtained any and all consents required to enter into this Option and to consummate or cause to be consummated the transactions contemplated hereby. This Option has been, and all of the documents to be delivered by Optionor at the Closing will be, authorized

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

- 13.1.2. Conflicts and Pending Action. There is no agreement to which Optionor is a party or to the best of Optionor's knowledge binding on Optionor which is in conflict with this Option.
- 13.1.3. Service Contracts and Equipment Leases. There are no Service Contracts and Equipment Leases related to the Land that will survive the Closing.
- 13.1.4. Violations. Optionor has not received Notice from any Governmental Authority of any violation by Optionor of any law, rule or regulation affecting the Land or its use including any environmental law or regulation, health and public safety law, nor has Optionor received notice from any Governmental Authority that the Land is in violation of any applicable land use law, building or zoning code or ordinance, except for any such matters which may have been previously cured by Optionor or which have been disclosed to and accepted by Optionee. Optionor makes no representation or warranty about the existence of any asbestos or lead based paint in any buildings or improvements on the Land, but notes that the existing building on the Land was constructed during the time when both asbestos and lead based paint were often used as construction materials.
- 13.1.5. Anti-Terrorism Laws. Optionor is not a person or an entity described by Section 1 of the Executive Order (No. 13,224) Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, 66 Fed. Reg. 49,079 (September 24, 2001) (a "Prohibited Person"), and does not engage in any dealings or transactions, and is not otherwise associated, with any Prohibited Person.
- 13.1.6. Tenant Leases. There are no Tenant leases or tenancies on the Land that will survive the Closing other than existing residential rental tenants with a right to return under the tenant relocation plan.
- 13.1.7. Non-Foreign Status. Optionor is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code.
- 13.1.8. No Bankruptcy. Optionor has not (a) commenced a voluntary case, or had entered against it a petition, for relief under any federal bankruptcy act or any similar petition, order or decree under any federal or state law with respect to bankruptcy, insolvency or other relief for debtors, or (b) caused, suffered or consented to the appointment of a receiver, trustee, administrator, conservator, liquidator or similar official in any federal, state or foreign judicial or non-judicial proceeding to hold, administer and/or liquidate all or substantially all of its assets.
- 13.1.9. The Ground Leasehold Parcel is leased "AS-IS," "WHERE-IS." Except as specifically provided for herein, the Optionor disavows any oral statements or representations made by its agents, employees or third parties unless said statement or representation is specifically incorporated herein.

All of the representations and warranties contained in Section 13.1 shall survive the Closing.

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

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

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

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

13.2.4. Non-Foreign Status. Optionee is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code.

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

13.2.6. Survival. The provisions of this Section 13.2 shall survive the Closing.

14. **Notices:** Any and all notices, elections, demands or communications permitted or required to be made under this Option will be in writing, signed by the party giving such notice, and will be delivered in person or sent by overnight courier or sent by registered or certified mail to the other party hereto or by e-mail transmission with a copy to follow by certified mail, return receipt requested, postage paid or by overnight courier. The date of personal delivery or overnight courier delivery or the date of such mailing e-mail transmission, as the case may be, will be the date that such notice or election will be deemed to have been given. For the purpose of this Option:

The address of Optionor is:

Melwood Horticultural Training Center, Inc.
5606 Dower House Rd,
Upper Marlboro, MD 20772

Attn: Scott Gibson, CSO

with a copy to:

Klein Hornig LLP
1325 G Street NW, Suite 770
Washington, DC 20005
Attn: Erik T. Hoffman
E-mail Address: EHoffman@kleinhornig.com

The address of Optionee is:

23rd Redevelopment Owner LLC
c/o Wesley Housing Development Corporation
2311 Huntington Avenue
Alexandria, Virginia 22303
Attn: Kamilah McAfee

with a copy to:

Melwood 23rd Redevelopment Member LLC
5606 Dower House Rd,
Upper Marlboro, MD 20772
Attn: Scott Gibson
Attn: Christie Roberts

with a copy to:

Klein Hornig LLP
1325 G Street NW, Suite 770
Washington, DC 20005
Attn: Erik T. Hoffman
E-mail Address: EHoffman@kleinhornig.com

15. **Risk of Loss; Condemnation or Casualty:** Risk of loss will remain with the Optionor until Closing. The Optionor will notify Optionee of any (i) condemnation or taking by eminent domain of any portions of the Land or (ii) casualty event affecting the Land. Optionor and Optionee agree that the Optionee has no obligation to restore the Land in the event of a condemnation or casualty event. Optionee will have the right, but not the obligation, to terminate this Option if there has been casualty or condemnation event.
16. **No Brokers, Finders, Etc.:** Neither Party has engaged any agent, broker, finder or investment or commercial banker in connection with the negotiation, execution or performance of this Option, or the transactions contemplated hereby.
17. **Expenses:** Except as specifically set forth herein, whether or not the transaction contemplated by this Option is consummated, each of the Parties will pay their own fees and expenses incident to the negotiation, preparation, execution, delivery and performance of this Option.

18. **Complete Agreement; Waiver and Modification, Etc.** Except as provided in such documents executed by affiliates of the Optionor and Optionee of even date herewith, as amended, this Option constitutes the entire agreement between the Parties pertaining to the subject matter hereof and thereof and supersedes all prior and contemporaneous agreements and understandings of the Parties. There are no representations, warranties, covenants or conditions by or benefiting any Party except those expressly stated or provided for in this Option, any implied representations, warranties, covenants or conditions being hereby expressly disclaimed. No person or entity other than the Parties to this Option have any rights or remedies under or in connection with this Option, except rights or remedies validly assigned hereunder. No amendment, supplement or termination of or to this Option, and no waiver of any of the provisions hereof, will require the consent of any person or entity other than the Parties hereto, nor will any such amendment, supplement, termination or waiver be binding on a Party to this Option unless made in a writing signed by such Party.
19. **Further Assurances:** From time to time and at any time after the execution and delivery hereof, each of the Parties, at their own expense, will execute, acknowledge and deliver any further instruments, documents and other assurances reasonably requested by another Party, and will take any other action consistent with the terms of this Option that may reasonably be requested by another Party to evidence or carry out the intent of or to implement this Option.
20. **Incorporation of Recitals:** The Recitals set forth above are hereby incorporated into this Option.
21. **Estoppel Certificates:** Each Party will, from time to time upon 15 days' prior written request by the other Party, execute, acknowledge and deliver to the requesting Party a certificate signed by an authorized representative of such Party stating whether to the actual knowledge of such Party (without investigation) (a) this Option is or is not in full force and effect, (b) this Option is or is not unmodified (and, if modified, the details of the modification(s)), and (c) the requesting Party is in default in performance of any covenant, agreement or condition contained in this Option, and, if so, specifying each such default of which the non-requesting Party may have actual knowledge.
22. **Choice of Law:** This Option will be governed by, enforced, and construed in accordance with the internal laws of the Commonwealth of Virginia.
23. **Assignment:** The Optionee may not assign this Option without the prior written consent of Optionor ("**Permitted Assignment**"). This Option shall be binding on the successors and assigns of the parties hereto. The Optionor may assign this Option with notice to the Optionee.
24. **Counterparts:** This Option may be executed in multiple original counterparts, each of which will constitute an original document binding upon the party or parties signing the same. It will not be necessary that all parties sign all counterparts and this Option will be binding if each party will have executed at least one counterpart. PDF, TIF, facsimile, or other electronic signatures will be deemed originals for all purposes.

(signature page follows)

[signature page to First Amended and Restated Option to Ground Lease]

OPTIONOR:

MELWOOD HORTICULTURAL TRAINING CENTER, INC.



Signature

Larysa Kautz

Printed Name

President & CEO

Title

OPTIONEE:

23RD REDEVELOPMENT OWNER LLC

a Virginia limited liability company

By: Wesley Melwood 23rd Redevelopment JV Partner LLC,
a Virginia limited liability company, its managing member

By: Wesley 23rd Redevelopment Managing Member LLC,
a Virginia limited liability company, its managing member

By: Wesley Housing Development Corporation,
a Virginia nonstock, nonprofit corporation, its sole member

By: _____

Name: Kamilah P. McAfee

Title: President and CEO

[signature page to First Amended and Restated Option to Ground Lease]

OPTIONOR:

MELWOOD HORTICULTURAL TRAINING CENTER, INC.

Signature

Larysa Kautz

Printed Name

President & CEO

Title

OPTIONEE:

23RD REDEVELOPMENT OWNER LLC

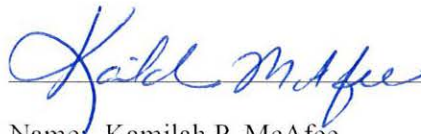
a Virginia limited liability company

By: Wesley Melwood 23rd Redevelopment JV Partner LLC,
a Virginia limited liability company, its managing member

By: Wesley 23rd Redevelopment Managing Member LLC,
a Virginia limited liability company, its managing member

By: Wesley Housing Development Corporation,
a Virginia nonstock, nonprofit corporation, its sole member

By:



Name: Kamilah P. McAfee

Title: President and CEO

EXHIBIT A

PROPERTY DESCRIPTION

The Property described below will be subjected to a condominium regime and the Project will be located on a portion of the Property in one condominium Unit:

Beginning at a point in the south right-of-way line of 23rd Street South, said point being the northeast corner of Lot 13, Block 11, Section 1, Aurora Hills (Deed Book 146, Page 300); thence with the south right-of-way line of 23rd Street South, N 87°59'22" E, 345.00 feet to a point, said point being the intersection of the south right-of-way line of 23rd Street South and the west right-of-way line of South Grant Street; thence with the west right-of-way line of South Grant Street, S 02°00'38" E, 184.47 feet to a point, said point being the northeast corner of Parcel C, Block 11, Section 1, Aurora Hills (Deed Book 2085, Page 1413); thence with Parcel C, S 87°59'22" W, 90.00 feet to a point; thence S 02°00'38" E, 55.53 feet to a point, said point being the northeast corner of Parcel D, Block 11, Section 1, Aurora Hills (Deed Book 2085, Page 1413); thence with Parcel D, S 87°59'22" W, 228.50.00 feet to a point, said point being the southeast corner of Parcel B, Block 11, Section 1, Aurora Hills (Deed Book 2058, Page 1412); thence with Parcel B, N 02°00'38" W, 79.50 feet to a point; thence 10.21 feet with the arc of a curve bearing to the left and having a radius of 6.50 feet, (tangent length 6.50 feet, chord length 9.19 feet, chord bearing N 47°00'38" W) to a point; thence S 87°59'22" W, 11.00 feet to a point; thence N 02°00'38" W, 4.00 feet to a point; thence S 87°59'22" W, 9.00 feet to a point, said point being southeast corner of aforementioned Lot 13, Block 11, Section 1, Aurora Hills; thence N 02°00'38" W, 150.00 feet to the point of beginning and containing an area of 74,496 square feet or 1.7332 acres, more or less.

FIRST AMENDMENT TO FIRST AMENDED AND RESTATED OPTION TO GROUND LEASE

THIS FIRST AMENDMENT TO FIRST AMENDED AND RESTATED OPTION TO GROUND LEASE (this “*Amendment*”) is entered into as of the 10th day of March, 2026 (the “*Effective Date*”), by and between Melwood Horticultural Training Center, Inc., a Maryland nonstock corporation, or designee or assignee (including its assigns, “*Optionor*”), and 23rd Redevelopment Owner LLC, a Virginia limited liability company (the Owner LLC (the “*Optionee*”).

RECITALS

WHEREAS, Optionor and Optionee, entered into that certain First Amended and Restated Option to Ground Lease with an effective date of March 12, 2025 (the “*Option Agreement*”), wherein Optionor granted Optionee the option to lease certain parcel of land located in Arlington, Virginia and having the street address of 750 S. 23rd Street South in Arlington, VA and known as Parcel No. 36-039-015, as more particularly described on the attached Exhibit A (“*Land*”). Land is improved by certain buildings that are anticipated to be demolished by Optionee after Closing (as defined herein), as more particularly described in the Option Agreement (the “*Property*”);

WHEREAS, pursuant to the Option Agreement, Optionor and Optionee desire to amend the Option Period (as defined in the Option Agreement) to January 29, 2027 to allow additional time to reach Closing.

NOW, THEREFORE, the mutual covenants and agreements set forth hereinafter, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, Optionor and Optionee do hereby covenant and agree as follows:

- 1. **Incorporation of Recitals.** The foregoing recitals are incorporated in these operative provisions of this Amendment by reference.
- 2. **Option.** The provision at Section 2 of the Option Agreement is hereby deleted in its entirety and replaced with the below provision:

At any time beginning the date of this Amendment hereof and ending on January 29, 2027 after the date hereof (the “*Option Period*”), Optionee will have the right and option to lease the Ground Leasehold Parcels pursuant to the Ground Lease.

- 3. **Miscellaneous.** This Amendment may be executed in multiple counterparts, each of which shall be deemed an original and all which taken together shall constitute one and the same instrument. All terms and conditions of the Option Agreement, as amended hereby, are hereby ratified and confirmed by Optionor and Optionee, shall remain in full force and effect and shall be binding upon and inure to the benefit of the parties, their successors in interest and assigns. If any provision of this Amendment conflicts with any provision of the Option Agreement, the provisions of this Amendment shall be controlling. Each party hereto represents and warrants to the other that it has full power and authority to enter into and perform under this Amendment and that each person signing on such party’s behalf is authorized to do so.

[Signature pages to follow]

[signature page to First Amendment to First Amended and Restated Option to Ground Lease]

OPTIONOR:

MELWOOD HORTICULTURAL TRAINING CENTER, INC.



Signature

Larysa Kautz

Printed Name

President & CEO

Title


OPTIONEE:

23RD REDEVELOPMENT OWNER LLC
a Virginia limited liability company

By: Wesley Melwood 23rd Redevelopment JV Partner LLC,
a Virginia limited liability company, its managing member

By: Wesley 23rd Redevelopment Managing Member LLC,
a Virginia limited liability company, its managing member

By: Wesley Housing Development Corporation,
a Virginia nonstock, nonprofit corporation, its sole member

By: 

Name: Kamilah P. McAfee

Title: President and CEO

EXHIBIT A

PROPERTY DESCRIPTION

The Property described below will be subjected to a condominium regime and the Project will be located on a portion of the Property in one condominium Unit:

Beginning at a point in the south right-of-way line of 23rd Street South, said point being the northeast corner of Lot 13, Block 11, Section 1, Aurora Hills (Deed Book 146, Page 300); thence with the south right-of-way line of 23rd Street South, N 87°59'22" E, 345.00 feet to a point, said point being the intersection of the south right-of-way line of 23rd Street South and the west right-of-way line of South Grant Street; thence with the west right-of-way line of South Grant Street, S 02°00'38" E, 184.47 feet to a point, said point being the northeast corner of Parcel C, Block 11, Section 1, Aurora Hills (Deed Book 2085, Page 1413); thence with Parcel C, S 87°59'22" W, 90.00 feet to a point; thence S 02°00'38" E, 55.53 feet to a point, said point being the northeast corner of Parcel D, Block 11, Section 1, Aurora Hills (Deed Book 2085, Page 1413); thence with Parcel D, S 87°59'22" W, 228.50.00 feet to a point, said point being the southeast corner of Parcel B, Block 11, Section 1, Aurora Hills (Deed Book 2058, Page 1412); thence with Parcel B, N 02°00'38" W, 79.50 feet to a point; thence 10.21 feet with the arc of a curve bearing to the left and having a radius of 6.50 feet, (tangent length 6.50 feet, chord length 9.19 feet, chord bearing N 47°00'38" W) to a point; thence S 87°59'22" W, 11.00 feet to a point; thence N 02°00'38" W, 4.00 feet to a point; thence S 87°59'22" W, 9.00 feet to a point, said point being southeast corner of aforementioned Lot 13, Block 11, Section 1, Aurora Hills; thence N 02°00'38" W, 150.00 feet to the point of beginning and containing an area of 74,496 square feet or 1.7332 acres, more or less.

General Information

Owner MELWOOD HORTICULTRUAL TRAINING CENTER INC		Legal Description PARCEL A, BLK 11 SEC 1 AURORA HILLS 75496 SQ FT	
Mailing Address 5606 DOWER HOUSE RD UPPER MARLBORO MD 20772		Trade Name MELWOOD REDEVELOPMENT SITE SPLN24	
Year Built N/A	Units 105	EU# N/A	
Property Class Code 312-Apartment - Mid-rise	Zoning R-6/C-1	Lot Size 75496	
Neighborhood# 980000	Map Book/Page 085-02	Polygon 36039015	
Site Plan N/A	Rezoning N/A	Tax Exempt 4 - Charitable Organization or Lodge Owned No	

Assessment History

Effective Date	Change Reason	Land Value	Improvement Value	Total Value
1/1/2026	01- Annual	\$7,676,700	\$1,000	\$7,677,700
1/1/2025	01- Annual	\$4,221,700	\$1,264,000	\$5,485,700
1/1/2024	01- Annual	\$4,221,700	\$1,226,500	\$5,448,200
1/1/2023	01- Annual	\$4,221,700	\$1,293,100	\$5,514,800
1/1/2022	01- Annual	\$4,221,700	\$1,060,100	\$5,281,800
1/1/2021	01- Annual	\$4,221,700	\$972,400	\$5,194,100
1/1/2020	01- Annual	\$4,221,700	\$1,023,700	\$5,245,400
1/1/2019	01- Annual	\$4,221,700	\$1,023,700	\$5,245,400
1/1/2018	01- Annual	\$4,221,700	\$1,040,000	\$5,261,700
1/1/2017	01- Annual	\$4,221,700	\$1,100,700	\$5,322,400

Tab F:

RESNET Rater Certification (MANDATORY)

Note: There have been no material changes to the project scope or design that would affect the energy model previously submitted.



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.

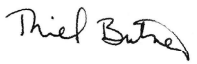
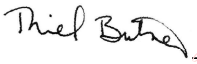
- New Construction** – EnergyStar Certification
The development's design meets the criteria for the EnergyStar Certification. Rater understands that before issuance of IRS Form 8609, the applicant will obtain and provide EnergyStar Certification to Virginia Housing.
- Rehabilitation** – 30% performance 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*****

 <small>Digitally signed by Thiel Butner Date: 2026.03.06 11:55:04 -05'00'</small>	Thiel Butner	3/6/26
RESNET Rater Signature	Printed Name	Date
Pando Alliance	Thiel Butner	
RESNET Provider Agency	Provider Contact Name	
 <small>Digitally signed by Thiel Butner Date: 2026.03.06 11:55:18 -05'00'</small>	thiel@pandoalliance.com	(443) 364-8047
Contact Signature	Email	Phone
Wesley Melwood - 9		
Development Name		

Wesley Melwood - 9 750 23rd Street South

Prepared on: 3/11/2025 3/03/2025 plans

UNIT TYPES

Name	# BR	Floor Area	Location	End/Int
1BR - 1 UD 2nd Fl.	1	653	Mid-level	Int
1BR - 1 UD Top	1	663	Top	Int
1BR - 1UD 3rd Fl.	1	663	Mid-level	Int
2BR - 1 UD Top	2	911	Top	Int
2BR - 9 UD 2nd Fl.	2	1032	Mid-level	End
2BR - 9 UD 3rd Fl.	2	1028	Mid-level	End
3BR - 1 UD 2nd Fl.	3	1134	Mid-level	End
3BR - 1 UD Top	3	1120	Top	End
3BR - 1B UD 3rd Fl.	3	1122	Mid-level	End
3BR - 2 UD Top	3	1427	Top	End

SCENARIO 7

HERS Score	MFNC v1.2 Target	Point Diff	Pass MFNC v1.2?
48	49	-1	Yes
51	52	-1	Yes
45	50	-5	Yes
50	52	-2	Yes
44	48	-4	Yes
50	51	-1	Yes
44	49	-5	Yes
49	51	-2	Yes
49	49	0	Yes
47	49	-2	Yes

ENERGY EFFICIENCY SPECS

Podium Insulation, where present
Exterior Walls - Wood Frame
Roof Deck
Windows/Glass Doors
Heating/Cooling
Ventilation
Water Heating
Hot Water Supply Pipe Length
Hot Water Pipe Insulation
Water Fixtures
Lighting
Appliances
Air Leakage (Unit Compartmentalization)

R-5 edge, R-17.2 under
R-21, +9 ci advanced framing
R-86.4 Blown insulation
U-0.25 / SHGC-0.23
18.6 SEER2 /8.6 HSPF2
DOAS 9.5 EER, 4 COP
ASHRAE 62.2-2013 rates
electric storage 0.92 - 0.93 UEF
HPWH 3.42 UEF
recirculation pump at DWH
R-3
Low Flow (<2 gpm)
100 % LED
Refrigerator: Energy Star AND
376 kWh/yr
Refrigerator UFAS: 615 kwh/yr
Dishwasher: Energy Star
0.30CFM/ft² enclosure area

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date:
Registry ID:
Ekotrope ID: LK5IBGlV



HERS® Index Score:

50

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

Annual Savings

\$1,412

*Relative to an average U.S. home

Home:

750 23RD Street South
Arlington County, VA 22202

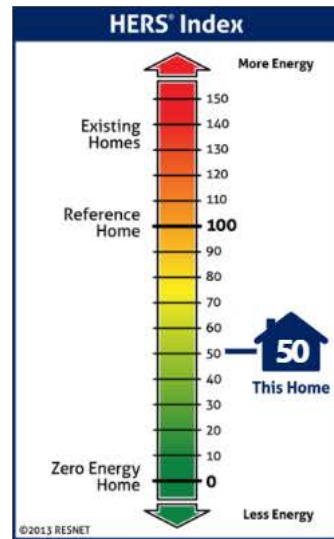
Builder:

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	5.0	\$245
Cooling	2.0	\$121
Hot Water	4.2	\$218
Lights/Appliances	11.4	\$599
Service Charges		\$99
Generation (e.g. Solar)	0.0	\$0
Total:	22.7	\$1,281

This home meets or exceeds the criteria of the following:

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



Home Feature Summary:

Home Type:	Apartment, end unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	1,028 ft ²
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 8.6 HSPF2
Primary Cooling System:	Air Source Heat Pump • Electric • 18.6 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	0.3 CFM50 / s.f. Shell Area (Adjusted Infiltration: 1.87 ACH50)
Ventilation:	51.5 CFM • 18.02 Watts (Default) • Supply Only
Duct Leakage to Outside:	4 CFM25 / 100 ft ²
Above Grade Walls:	R-31
Ceiling:	Vaulted Roof, R-49
Window Type:	U-Value: 0.25, SHGC: 0.23
Foundation Walls:	N/A
Framed Floor:	R-0

Rating Completed by:

Energy Rater: Clay DeVaughn
RESNET ID:

Rating Company: Pando Alliance
3545 Ellicott Mills Drive, Suite A2, Ellicott City, MD 21043
443-364-8047

Rating Provider: Pando Alliance
3545 Ellicott Mills Drive, Suite A2, Ellicott City, MD 21043
443-364-8047



Clay DeVaughn, Certified Energy Rater
Date: 3/10/25 at 1:22 PM



Energy savings calculated without modifications to the energy model. (As Modeled)

Ekotrope RATER - Version:4.2.2.3587

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

This report does not constitute any warranty or guarantee.

ENERGY STAR MF V1.2 Home Report



Property
750 23RD Street South
Arlington County, VA 22202

Organization
Pando Alliance
Clay DeV Vaughn

Inspection Status
Results are projected

750 23RD Street South - 2BR-9 UD 3rd Fl. - **Builder**
2BR - 9 UD 3rd Fl. (Scenario 7)

Mandatory Requirements

- ✓ Duct leakage at post construction better than or equal to applicable requirements.
- ✓ This dwelling unit's thermal envelope UA meets or exceeds 2021 IECC Residential requirements.
- ✓ Slab on Grade Insulation must be > R-5, and at IECC 2009 Depth for Climate Zones 4 and above.
- ✓ Envelope insulation achieves RESNET Grade I installation, or uses exceptions in footnote 5.
- ✓ Total window thermal properties meet or exceed the applicable requirements
- ✓ Duct insulation meets the EPA minimum requirements of R-6.
- ✓ Mechanical ventilation system is installed in the home.
- ✓ Measured infiltration is better than or equal to applicable requirements.
- ✓ ENERGY STAR Checklists fully verified and complete.

ERI (HERS) Index Target

Reference Home ERI (HERS)	51
As Designed Home ERI (HERS)	50
As Designed Home ERI (HERS) w/o PV	50

UNCONFIRMED

Normalized, Modified End-Use Loads (MBtu / year)

	ENERGY STAR	As Designed
Heating	6.1	4.8
Cooling	2.9	3.0
Water Heating	3.0	3.5
Lights and Appliances	10.5	11.4
Total	22.6	22.7



This home **MEETS** or **EXCEEDS** the energy efficiency requirements for designation as an EPA ENERGY STAR Qualified Home under Version Multifamily V1.2

Pollution Prevented

Type of Emissions	Reduction
Carbon Dioxide (CO ₂) - tons/yr	-0.0

Energy Cost Savings

	\$/yr
Heating	35
Cooling	-2
Water Heating	-34
Lights & Appliances	-45
Generation Savings	0
Total	-47

The energy savings and pollution prevented are calculated by comparing the Rated Home to the ENERGY STAR Version Multifamily V1.2 Reference Home as defined in the ENERGY STAR Qualified Homes ERI (HERS) Target Procedure for National Program Requirements, Version Multifamily V1.2 promulgated by the Environmental Protection Agency (EPA). In accordance with the ANSI/RESNET/ICC 301 Standard, building inputs affecting setpoints infiltration rates, window shading and the existence of mechanical systems may have been changed prior to calculating loads

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date:
Registry ID:
Ekotrope ID: dY7Q6WA2



HERS® Index Score:

44

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

Annual Savings

\$1,685

*Relative to an average U.S. home

Home:

750 23RD Street South
Arlington County, VA 22202

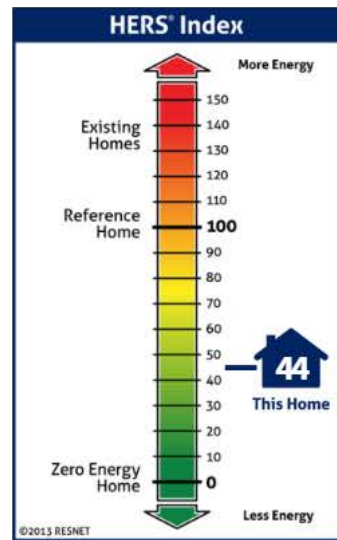
Builder:

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	5.4	\$262
Cooling	1.8	\$108
Hot Water	1.5	\$79
Lights/Appliances	12.4	\$653
Service Charges		\$99
Generation (e.g. Solar)	0.0	\$0
Total:	21.1	\$1,201

This home meets or exceeds the criteria of the following:

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



Home Feature Summary:

Home Type: Apartment, end unit
 Model: N/A
 Community: N/A
 Conditioned Floor Area: 1,032 ft²
 Number of Bedrooms: 2
 Primary Heating System: Air Source Heat Pump • Electric • 4 COP
 Primary Cooling System: Air Source Heat Pump • Electric • 18.6 SEER2
 Primary Water Heating: Residential Water Heater • Electric • 3.42 UEF
 House Tightness: 0.3 CFM50 / s.f. Shell Area (Adjusted Infiltration: 1.26 ACH50)
 Ventilation: 65.6 CFM • 22.96 Watts (Default) • Supply Only
 Duct Leakage to Outside: 4 CFM25 / 100 ft²
 Above Grade Walls: R-31
 Ceiling: Adiabatic, R-1
 Window Type: U-Value: 0.25, SHGC: 0.23
 Foundation Walls: N/A
 Framed Floor: R-0

Rating Completed by:

Energy Rater: Clay DeVaughn
RESNET ID:

Rating Company: Pando Alliance
3545 Ellicott Mills Drive, Suite A2, Ellicott City, MD 21043
443-364-8047

Rating Provider: Pando Alliance
3545 Ellicott Mills Drive, Suite A2, Ellicott City, MD 21043
443-364-8047



Clay DeVaughn, Certified Energy Rater
Date: 3/10/25 at 1:22 PM



Energy savings calculated without modifications to the energy model. (As Modeled)

Ekotrope RATER - Version:4.2.2.3587

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

This report does not constitute any warranty or guarantee.

ENERGY STAR MF V1.2 Home Report



Property
750 23RD Street South
Arlington County, VA 22202

Organization
Pando Alliance
Clay DeV Vaughn

Inspection Status
Results are projected

750 23RD Street South - 2BR-9UD 2nd Fl. - **Builder**
2BR - 9 UD 2nd Fl. (Scenario 7)

Mandatory Requirements

- ✓ Duct leakage at post construction better than or equal to applicable requirements.
- ✓ This dwelling unit's thermal envelope UA meets or exceeds 2021 IECC Residential requirements.
- ✓ Slab on Grade Insulation must be > R-5, and at IECC 2009 Depth for Climate Zones 4 and above.
- ✓ Envelope insulation achieves RESNET Grade I installation, or uses exceptions in footnote 5.
- ✓ Total window thermal properties meet or exceed the applicable requirements
- ✓ Duct insulation meets the EPA minimum requirements of R-6.
- ✓ Mechanical ventilation system is installed in the home.
- ✓ Measured infiltration is better than or equal to applicable requirements.
- ✓ ENERGY STAR Checklists fully verified and complete.

ERI (HERS) Index Target

Reference Home ERI (HERS)	48
As Designed Home ERI (HERS)	44
As Designed Home ERI (HERS) w/o PV	44

UNCONFIRMED

Normalized, Modified End-Use Loads (MBtu / year)

	ENERGY STAR	As Designed
Heating	5.3	5.3
Cooling	2.9	2.6
Water Heating	3.8	1.3
Lights and Appliances	11.3	12.4
Total	23.3	21.6



This home **MEETS** or **EXCEEDS** the energy efficiency requirements for designation as an EPA ENERGY STAR Qualified Home under Version Multifamily V1.2

Pollution Prevented

Type of Emissions	Reduction
Carbon Dioxide (CO ₂) - tons/yr	0.1

Energy Cost Savings

	\$/yr
Heating	-13
Cooling	11
Water Heating	145
Lights & Appliances	-59
Generation Savings	0
Total	84

The energy savings and pollution prevented are calculated by comparing the Rated Home to the ENERGY STAR Version Multifamily V1.2 Reference Home as defined in the ENERGY STAR Qualified Homes ERI (HERS) Target Procedure for National Program Requirements, Version Multifamily V1.2 promulgated by the Environmental Protection Agency (EPA). In accordance with the ANSI/RESNET/ICC 301 Standard, building inputs affecting setpoints infiltration rates, window shading and the existence of mechanical systems may have been changed prior to calculating loads

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date:
Registry ID:
Ekotrope ID: vPa0mOR2



HERS® Index Score:

49

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

Annual Savings

\$1,788

*Relative to an average U.S. home

Home:

750 23RD Street South
Arlington County, VA 22202

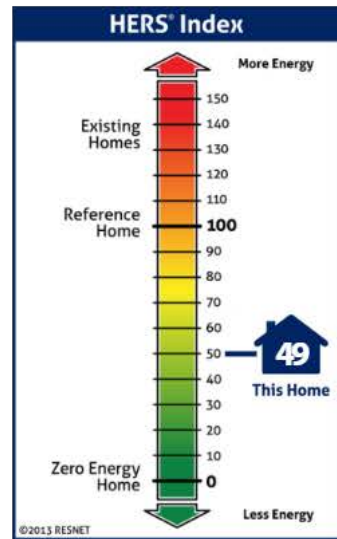
Builder:

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	4.7	\$230
Cooling	2.5	\$150
Hot Water	7.0	\$361
Lights/Appliances	13.5	\$710
Service Charges		\$99
Generation (e.g. Solar)	0.0	\$0
Total:	27.7	\$1,550

This home meets or exceeds the criteria of the following:

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



Home Feature Summary:

Home Type:	Apartment, end unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	1,120 ft ²
Number of Bedrooms:	3
Primary Heating System:	Air Source Heat Pump • Electric • 8.6 HSPF2
Primary Cooling System:	Air Source Heat Pump • Electric • 18.6 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	0.3 CFM50 / s.f. Shell Area (Adjusted Infiltration: 3.45 ACH50)
Ventilation:	51.5 CFM • 18.02 Watts (Default) • Supply Only
Duct Leakage to Outside:	4 CFM25 / 100 ft ²
Above Grade Walls:	R-31
Ceiling:	Vaulted Roof, R-86
Window Type:	U-Value: 0.25, SHGC: 0.23
Foundation Walls:	N/A
Framed Floor:	R-0

Rating Completed by:

Energy Rater: Clay DeVaughn
RESNET ID:

Rating Company: Pando Alliance
3545 Ellicott Mills Drive, Suite A2, Ellicott City, MD 21043
443-364-8047

Rating Provider: Pando Alliance
3545 Ellicott Mills Drive, Suite A2, Ellicott City, MD 21043
443-364-8047



Clay DeVaughn, Certified Energy Rater
Date: 3/10/25 at 1:22 PM



Energy savings calculated without modifications to the energy model. (As Modeled)

Ekotrope RATER - Version:4.2.2.3587
The Energy Rating Disclosure for this home is available from the Approved Rating Provider.
This report does not constitute any warranty or guarantee.

ENERGY STAR MF V1.2 Home Report



Property
750 23RD Street South
Arlington County, VA 22202

Organization
Pando Alliance
Clay DeV Vaughn

Inspection Status
Results are projected

750 23RD Street South - 3BR-1 UD Top - Sr
3BR - 1 UD Top (Scenario 7) **Builder**

Mandatory Requirements

- ✓ Duct leakage at post construction better than or equal to applicable requirements.
- ✓ This dwelling unit's thermal envelope UA meets or exceeds 2021 IECC Residential requirements.
- ✓ Slab on Grade Insulation must be > R-5, and at IECC 2009 Depth for Climate Zones 4 and above.
- ✓ Envelope insulation achieves RESNET Grade I installation, or uses exceptions in footnote 5.
- ✓ Total window thermal properties meet or exceed the applicable requirements
- ✓ Duct insulation meets the EPA minimum requirements of R-6.
- ✓ Mechanical ventilation system is installed in the home.
- ✓ Measured infiltration is better than or equal to applicable requirements.
- ✓ ENERGY STAR Checklists fully verified and complete.

ERI (HERS) Index Target

Reference Home ERI (HERS)	51
As Designed Home ERI (HERS)	49
As Designed Home ERI (HERS) w/o PV	49

UNCONFIRMED

Normalized, Modified End-Use Loads (MBtu / year)

	ENERGY STAR	As Designed
Heating	8.0	5.4
Cooling	4.0	3.8
Water Heating	4.7	6.3
Lights and Appliances	12.4	13.5
Total	29.1	29.0



This home **MEETS** or **EXCEEDS** the energy efficiency requirements for designation as an EPA ENERGY STAR Qualified Home under Version Multifamily V1.2

Pollution Prevented

Type of Emissions	Reduction
Carbon Dioxide (CO ₂) - tons/yr	-0.0

Energy Cost Savings

	\$/yr
Heating	85
Cooling	10
Water Heating	-92
Lights & Appliances	-56
Generation Savings	0
Total	-53

The energy savings and pollution prevented are calculated by comparing the Rated Home to the ENERGY STAR Version Multifamily V1.2 Reference Home as defined in the ENERGY STAR Qualified Homes ERI (HERS) Target Procedure for National Program Requirements, Version Multifamily V1.2 promulgated by the Environmental Protection Agency (EPA). In accordance with the ANSI/RESNET/ICC 301 Standard, building inputs affecting setpoints infiltration rates, window shading and the existence of mechanical systems may have been changed prior to calculating loads

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date:
Registry ID:
Ekotrope ID: vg0ZGe42



HERS® Index Score:

49

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

Annual Savings

\$1,755

*Relative to an average U.S. home

Home:

750 23RD Street South
Arlington County, VA 22202

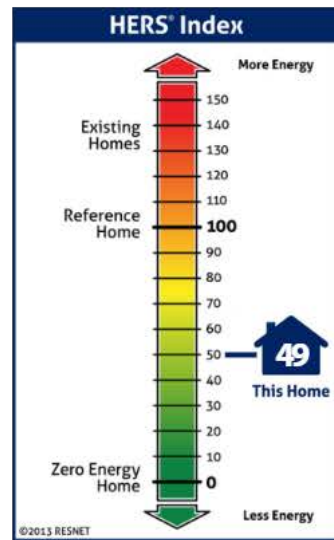
Builder:

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	4.5	\$219
Cooling	2.4	\$145
Hot Water	7.0	\$361
Lights/Appliances	13.5	\$710
Service Charges		\$99
Generation (e.g. Solar)	0.0	\$0
Total:	27.4	\$1,534

This home meets or exceeds the criteria of the following:

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



Home Feature Summary:

Home Type:	Apartment, end unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	1,122 ft ²
Number of Bedrooms:	3
Primary Heating System:	Air Source Heat Pump • Electric • 8.6 HSPF2
Primary Cooling System:	Air Source Heat Pump • Electric • 18.6 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	0.3 CFM50 / s.f. Shell Area (Adjusted Infiltration: 1.83 ACH50)
Ventilation:	51.5 CFM • 18.02 Watts (Default) • Supply Only
Duct Leakage to Outside:	4 CFM25 / 100 ft ²
Above Grade Walls:	R-31
Ceiling:	Vaulted Roof, R-49
Window Type:	U-Value: 0.25, SHGC: 0.23
Foundation Walls:	N/A
Framed Floor:	R-0

Rating Completed by:

Energy Rater: Clay DeVaughn
RESNET ID:

Rating Company: Pando Alliance
3545 Ellicott Mills Drive, Suite A2, Ellicott City, MD 21043
443-364-8047

Rating Provider: Pando Alliance
3545 Ellicott Mills Drive, Suite A2, Ellicott City, MD 21043
443-364-8047



Clay DeVaughn, Certified Energy Rater
Date: 3/10/25 at 1:22 PM



Energy savings calculated without modifications to the energy model. (As Modeled)

Ekotrope RATER - Version:4.2.2.3587

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

This report does not constitute any warranty or guarantee.

ENERGY STAR MF V1.2 Home Report



Property
750 23RD Street South
Arlington County, VA 22202

Organization
Pando Alliance
Clay DeV Vaughn

Inspection Status
Results are projected

750 23RD Street South - 3BR-1B UD 3rd Fl
3BR - 1B UD 3rd Fl. (Scenario 7) **Builder**

Mandatory Requirements

- ✓ Duct leakage at post construction better than or equal to applicable requirements.
- ✓ This dwelling unit's thermal envelope UA meets or exceeds 2021 IECC Residential requirements.
- ✓ Slab on Grade Insulation must be > R-5, and at IECC 2009 Depth for Climate Zones 4 and above.
- ✓ Envelope insulation achieves RESNET Grade I installation, or uses exceptions in footnote 5.
- ✓ Total window thermal properties meet or exceed the applicable requirements
- ✓ Duct insulation meets the EPA minimum requirements of R-6.
- ✓ Mechanical ventilation system is installed in the home.
- ✓ Measured infiltration is better than or equal to applicable requirements.
- ✓ ENERGY STAR Checklists fully verified and complete.

ERI (HERS) Index Target

Reference Home ERI (HERS)	49
As Designed Home ERI (HERS)	49
As Designed Home ERI (HERS) w/o PV	49

UNCONFIRMED

Normalized, Modified End-Use Loads (MBtu / year)

	ENERGY STAR	As Designed
Heating	6.9	4.7
Cooling	3.7	3.6
Water Heating	4.7	6.3
Lights and Appliances	12.4	13.5
Total	27.8	28.0



This home **MEETS** or **EXCEEDS** the energy efficiency requirements for designation as an EPA ENERGY STAR Qualified Home under Version Multifamily V1.2

Pollution Prevented

Type of Emissions	Reduction
Carbon Dioxide (CO ₂) - tons/yr	-0.1

Energy Cost Savings

	\$/yr
Heating	79
Cooling	6
Water Heating	-90
Lights & Appliances	-56
Generation Savings	0
Total	-61

The energy savings and pollution prevented are calculated by comparing the Rated Home to the ENERGY STAR Version Multifamily V1.2 Reference Home as defined in the ENERGY STAR Qualified Homes ERI (HERS) Target Procedure for National Program Requirements, Version Multifamily V1.2 promulgated by the Environmental Protection Agency (EPA). In accordance with the ANSI/RESNET/ICC 301 Standard, building inputs affecting setpoints infiltration rates, window shading and the existence of mechanical systems may have been changed prior to calculating loads

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date:
Registry ID:
Ekotrope ID: LK5IBWlv



HERS® Index Score:

44

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

Annual Savings

\$1,944

*Relative to an average U.S. home

Home:

750 23RD Street South
Arlington County, VA 22202

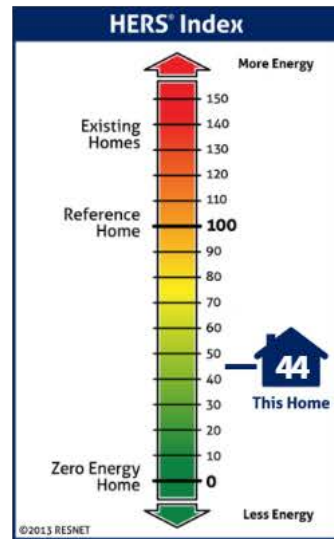
Builder:

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	6.4	\$312
Cooling	1.8	\$106
Hot Water	1.8	\$95
Lights/Appliances	13.5	\$713
Service Charges		\$99
Generation (e.g. Solar)	0.0	\$0
Total:	23.6	\$1,324

This home meets or exceeds the criteria of the following:

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



Home Feature Summary:

Home Type:	Apartment, end unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	1,134 ft ²
Number of Bedrooms:	3
Primary Heating System:	Air Source Heat Pump • Electric • 4 COP
Primary Cooling System:	Air Source Heat Pump • Electric • 18.6 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 3.42 UEF
House Tightness:	0.3 CFM50 / s.f. Shell Area (Adjusted Infiltration: 1.32 ACH50)
Ventilation:	51.5 CFM • 18.02 Watts (Default) • Supply Only
Duct Leakage to Outside:	4 CFM25 / 100 ft ²
Above Grade Walls:	R-31
Ceiling:	Adiabatic, R-1
Window Type:	U-Value: 0.25, SHGC: 0.23
Foundation Walls:	N/A
Framed Floor:	R-0

Rating Completed by:

Energy Rater: Clay DeVaughn
RESNET ID:

Rating Company: Pando Alliance
3545 Ellicott Mills Drive, Suite A2, Ellicott City, MD 21043
443-364-8047

Rating Provider: Pando Alliance
3545 Ellicott Mills Drive, Suite A2, Ellicott City, MD 21043
443-364-8047



Clay DeVaughn, Certified Energy Rater
Date: 3/10/25 at 1:22 PM



Energy savings calculated without modifications to the energy model. (As Modeled)

Ekotrope RATER - Version:4.2.2.3587
The Energy Rating Disclosure for this home is available from the Approved Rating Provider.
This report does not constitute any warranty or guarantee.

ENERGY STAR MF V1.2 Home Report



Property
750 23RD Street South
Arlington County, VA 22202

Organization
Pando Alliance
Clay DeV Vaughn

Inspection Status
Results are projected

750 23RD Street South - 3BR-1UD 2nd Fl. - **Builder**
3BR - 1 UD 2nd Fl.(Scenario 7)

Mandatory Requirements

- ✓ Duct leakage at post construction better than or equal to applicable requirements.
- ✓ This dwelling unit's thermal envelope UA meets or exceeds 2021 IECC Residential requirements.
- ✓ Slab on Grade Insulation must be > R-5, and at IECC 2009 Depth for Climate Zones 4 and above.
- ✓ Envelope insulation achieves RESNET Grade I installation, or uses exceptions in footnote 5.
- ✓ Total window thermal properties meet or exceed the applicable requirements
- ✓ Duct insulation meets the EPA minimum requirements of R-6.
- ✓ Mechanical ventilation system is installed in the home.
- ✓ Measured infiltration is better than or equal to applicable requirements.
- ✓ ENERGY STAR Checklists fully verified and complete.

ERI (HERS) Index Target

Reference Home ERI (HERS)	49
As Designed Home ERI (HERS)	44
As Designed Home ERI (HERS) w/o PV	44

UNCONFIRMED

Normalized, Modified End-Use Loads (MBtu / year)

	ENERGY STAR	As Designed
Heating	7.1	7.0
Cooling	2.9	2.6
Water Heating	4.7	1.6
Lights and Appliances	12.5	13.5
Total	27.1	24.7



This home **MEETS** or **EXCEEDS** the energy efficiency requirements for designation as an EPA ENERGY STAR Qualified Home under Version Multifamily V1.2

Pollution Prevented

<i>Type of Emissions</i>	<i>Reduction</i>
Carbon Dioxide (CO ₂) - tons/yr	0.2

Energy Cost Savings

	\$/yr
Heating	-2
Cooling	13
Water Heating	175
Lights & Appliances	-56
Generation Savings	0
Total	130

The energy savings and pollution prevented are calculated by comparing the Rated Home to the ENERGY STAR Version Multifamily V1.2 Reference Home as defined in the ENERGY STAR Qualified Homes ERI (HERS) Target Procedure for National Program Requirements, Version Multifamily V1.2 promulgated by the Environmental Protection Agency (EPA). In accordance with the ANSI/RESNET/ICC 301 Standard, building inputs affecting setpoints infiltration rates, window shading and the existence of mechanical systems may have been changed prior to calculating loads

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date:
Registry ID:
Ekotrope ID: LXE1A15d



HERS® Index Score:

47

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

Annual Savings

\$2,160

*Relative to an average U.S. home

Home:

750 23RD Street South
Arlington County, VA 22202

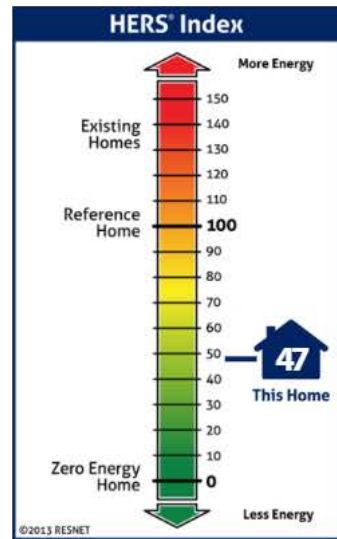
Builder:

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	5.3	\$259
Cooling	2.8	\$166
Hot Water	7.0	\$359
Lights/Appliances	14.7	\$772
Service Charges		\$99
Generation (e.g. Solar)	0.0	\$0
Total:	29.8	\$1,655

This home meets or exceeds the criteria of the following:

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



Home Feature Summary:

Home Type:	Apartment, end unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	1,427 ft ²
Number of Bedrooms:	3
Primary Heating System:	Air Source Heat Pump • Electric • 8.6 HSPF2
Primary Cooling System:	Air Source Heat Pump • Electric • 18.6 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	0.3 CFM50 / s.f. Shell Area (Adjusted Infiltration: 3.52 ACH50)
Ventilation:	51.5 CFM • 18.02 Watts (Default) • Supply Only
Duct Leakage to Outside:	4 CFM25 / 100 ft ²
Above Grade Walls:	R-31
Ceiling:	Vaulted Roof, R-86
Window Type:	U-Value: 0.25, SHGC: 0.23
Foundation Walls:	N/A
Framed Floor:	R-0

Rating Completed by:

Energy Rater: Clay DeVaughn
RESNET ID:

Rating Company: Pando Alliance
3545 Ellicott Mills Drive, Suite A2, Ellicott City, MD 21043
443-364-8047

Rating Provider: Pando Alliance
3545 Ellicott Mills Drive, Suite A2, Ellicott City, MD 21043
443-364-8047



Clay DeVaughn, Certified Energy Rater
Date: 3/10/25 at 1:22 PM



Energy savings calculated without modifications to the energy model. (As Modeled)

Ekotrope RATER - Version:4.2.2.3587

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

This report does not constitute any warranty or guarantee.

ENERGY STAR MF V1.2 Home Report



Property
750 23RD Street South
Arlington County, VA 22202

Organization
Pando Alliance
Clay DeVaughn

Inspection Status
Results are projected

750 23RD Street South - 3BR-2 UD Top - Sr
3BR - 2 UD Top (Scenario 7) **Builder**

Mandatory Requirements

- ✓ Duct leakage at post construction better than or equal to applicable requirements.
- ✓ This dwelling unit's thermal envelope UA meets or exceeds 2021 IECC Residential requirements.
- ✓ Slab on Grade Insulation must be > R-5, and at IECC 2009 Depth for Climate Zones 4 and above.
- ✓ Envelope insulation achieves RESNET Grade I installation, or uses exceptions in footnote 5.
- ✓ Total window thermal properties meet or exceed the applicable requirements
- ✓ Duct insulation meets the EPA minimum requirements of R-6.
- ✓ Mechanical ventilation system is installed in the home.
- ✓ Measured infiltration is better than or equal to applicable requirements.
- ✓ ENERGY STAR Checklists fully verified and complete.

ERI (HERS) Index Target

Reference Home ERI (HERS)	49
As Designed Home ERI (HERS)	47
As Designed Home ERI (HERS) w/o PV	47

UNCONFIRMED

Normalized, Modified End-Use Loads (MBtu / year)

	ENERGY STAR	As Designed
Heating	9.1	6.2
Cooling	4.8	4.3
Water Heating	4.9	6.2
Lights and Appliances	13.6	14.7
Total	32.5	31.5



This home **MEETS** or **EXCEEDS** the energy efficiency requirements for designation as an EPA ENERGY STAR Qualified Home under Version Multifamily V1.2

Pollution Prevented

Type of Emissions	Reduction
Carbon Dioxide (CO ₂) - tons/yr	0.0

Energy Cost Savings

	\$/yr
Heating	102
Cooling	22
Water Heating	-78
Lights & Appliances	-54
Generation Savings	0
Total	-8

The energy savings and pollution prevented are calculated by comparing the Rated Home to the ENERGY STAR Version Multifamily V1.2 Reference Home as defined in the ENERGY STAR Qualified Homes ERI (HERS) Target Procedure for National Program Requirements, Version Multifamily V1.2 promulgated by the Environmental Protection Agency (EPA). In accordance with the ANSI/RESNET/ICC 301 Standard, building inputs affecting setpoints infiltration rates, window shading and the existence of mechanical systems may have been changed prior to calculating loads

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date:
Registry ID:
Ekotrope ID: LXE1gwad



HERS® Index Score:

45

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

Annual Savings

\$1,232

*Relative to an average U.S. home

Home:

750 23RD Street South
Arlington County, VA 22202

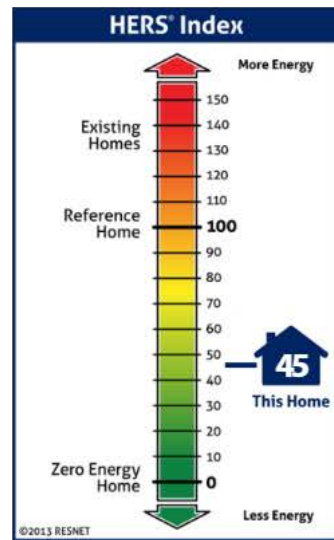
Builder:

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	3.9	\$192
Cooling	1.2	\$70
Hot Water	1.2	\$61
Lights/Appliances	10.0	\$525
Service Charges		\$99
Generation (e.g. Solar)	0.0	\$0
Total:	16.3	\$947

This home meets or exceeds the criteria of the following:

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



Home Feature Summary:

Home Type:	Apartment, end unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	663 ft ²
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 4 COP
Primary Cooling System:	Air Source Heat Pump • Electric • 18.6 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 3.42 UEF
House Tightness:	0.3 CFM50 / s.f. Shell Area (Adjusted Infiltration: 1.46 ACH50)
Ventilation:	51.5 CFM • 18.02 Watts (Default) • Supply Only
Duct Leakage to Outside:	4 CFM25 / 100 ft ²
Above Grade Walls:	R-31
Ceiling:	Adiabatic, R-1
Window Type:	U-Value: 0.25, SHGC: 0.23
Foundation Walls:	N/A
Framed Floor:	R-0

Rating Completed by:

Energy Rater: Clay DeVaughn
RESNET ID:

Rating Company: Pando Alliance
3545 Ellicott Mills Drive, Suite A2, Ellicott City, MD 21043
443-364-8047

Rating Provider: Pando Alliance
3545 Ellicott Mills Drive, Suite A2, Ellicott City, MD 21043
443-364-8047



Clay DeVaughn, Certified Energy Rater
Date: 3/10/25 at 1:22 PM



Energy savings calculated without modifications to the energy model. (As Modeled)

Ekotrope RATER - Version:4.2.2.3587

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

This report does not constitute any warranty or guarantee.

ENERGY STAR MF V1.2 Home Report



Property
750 23RD Street South
Arlington County, VA 22202

Organization
Pando Alliance
Clay DeV Vaughn

Inspection Status
Results are projected

750 23RD Street South - 1BR- 1 UD 3rd Fl.- **Builder**
1BR - 1UD 3rd Fl. (Scenario 7)

Mandatory Requirements

- ✓ Duct leakage at post construction better than or equal to applicable requirements.
- ✓ This dwelling unit's thermal envelope UA meets or exceeds 2021 IECC Residential requirements.
- ✓ Slab on Grade Insulation must be > R-5, and at IECC 2009 Depth for Climate Zones 4 and above.
- ✓ Envelope insulation achieves RESNET Grade I installation, or uses exceptions in footnote 5.
- ✓ Total window thermal properties meet or exceed the applicable requirements
- ✓ Duct insulation meets the EPA minimum requirements of R-6.
- ✓ Mechanical ventilation system is installed in the home.
- ✓ Measured infiltration is better than or equal to applicable requirements.
- ✓ ENERGY STAR Checklists fully verified and complete.

ERI (HERS) Index Target

Reference Home ERI (HERS)	50
As Designed Home ERI (HERS)	45
As Designed Home ERI (HERS) w/o PV	45

UNCONFIRMED

Normalized, Modified End-Use Loads (MBtu / year)

	ENERGY STAR	As Designed
Heating	4.0	3.9
Cooling	2.1	1.7
Water Heating	2.8	1.0
Lights and Appliances	9.1	10.0
Total	18.1	16.6



This home **MEETS** or **EXCEEDS** the energy efficiency requirements for designation as an EPA ENERGY STAR Qualified Home under Version Multifamily V1.2

Pollution Prevented

Type of Emissions	Reduction
Carbon Dioxide (CO ₂) - tons/yr	0.1

Energy Cost Savings

	\$/yr
Heating	4
Cooling	17
Water Heating	111
Lights & Appliances	-47
Generation Savings	0
Total	85

The energy savings and pollution prevented are calculated by comparing the Rated Home to the ENERGY STAR Version Multifamily V1.2 Reference Home as defined in the ENERGY STAR Qualified Homes ERI (HERS) Target Procedure for National Program Requirements, Version Multifamily V1.2 promulgated by the Environmental Protection Agency (EPA). In accordance with the ANSI/RESNET/ICC 301 Standard, building inputs affecting setpoints infiltration rates, window shading and the existence of mechanical systems may have been changed prior to calculating loads

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date:
Registry ID:
Ekotrope ID: dBMpgezL



HERS® Index Score:

51

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

Annual Savings

\$1,147

*Relative to an average U.S. home

Home:

750 23RD Street South
Arlington County, VA 22202

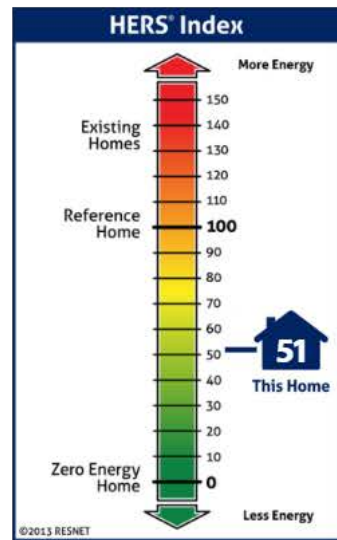
Builder:

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	3.6	\$177
Cooling	1.6	\$93
Hot Water	4.6	\$237
Lights/Appliances	10.0	\$525
Service Charges		\$99
Generation (e.g. Solar)	0.0	\$0
Total:	19.8	\$1,131

This home meets or exceeds the criteria of the following:

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



Home Feature Summary:

Home Type:	Apartment, end unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	663 ft ²
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 4 COP
Primary Cooling System:	Air Source Heat Pump • Electric • 18.6 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.92 UEF
House Tightness:	0.3 CFM50 / s.f. Shell Area (Adjusted Infiltration: 3.94 ACH50)
Ventilation:	51.5 CFM • 18.02 Watts (Default) • Supply Only
Duct Leakage to Outside:	4 CFM25 / 100 ft ²
Above Grade Walls:	R-31
Ceiling:	Vaulted Roof, R-86
Window Type:	U-Value: 0.25, SHGC: 0.23
Foundation Walls:	N/A
Framed Floor:	R-0

Rating Completed by:

Energy Rater: Clay DeVaughn
RESNET ID:

Rating Company: Pando Alliance
3545 Ellicott Mills Drive, Suite A2, Ellicott City, MD 21043
443-364-8047

Rating Provider: Pando Alliance
3545 Ellicott Mills Drive, Suite A2, Ellicott City, MD 21043
443-364-8047



Clay DeVaughn, Certified Energy Rater
Date: 3/10/25 at 1:22 PM



Energy savings calculated without modifications to the energy model. (As Modeled)

Ekotrope RATER - Version:4.2.2.3587

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

This report does not constitute any warranty or guarantee.

ENERGY STAR MF V1.2 Home Report



Property
750 23RD Street South
Arlington County, VA 22202

Organization
Pando Alliance
Clay DeVaughn

Inspection Status
Results are projected

750 23RD Street South - 1BR-1 UD Top - Sr
1BR - 1 UD Top (Scenario 7) **Builder**

Mandatory Requirements

- ✓ Duct leakage at post construction better than or equal to applicable requirements.
- ✓ This dwelling unit's thermal envelope UA meets or exceeds 2021 IECC Residential requirements.
- ✓ Slab on Grade Insulation must be > R-5, and at IECC 2009 Depth for Climate Zones 4 and above.
- ✓ Envelope insulation achieves RESNET Grade I installation, or uses exceptions in footnote 5.
- ✓ Total window thermal properties meet or exceed the applicable requirements
- ✓ Duct insulation meets the EPA minimum requirements of R-6.
- ✓ Mechanical ventilation system is installed in the home.
- ✓ Measured infiltration is better than or equal to applicable requirements.
- ✓ ENERGY STAR Checklists fully verified and complete.

ERI (HERS) Index Target

Reference Home ERI (HERS)	52
As Designed Home ERI (HERS)	51
As Designed Home ERI (HERS) w/o PV	51

UNCONFIRMED

Normalized, Modified End-Use Loads (MBtu / year)

	ENERGY STAR	As Designed
Heating	5.3	3.8
Cooling	2.7	2.4
Water Heating	2.8	3.9
Lights and Appliances	9.1	10.0
Total	19.9	20.1



This home **MEETS** or **EXCEEDS** the energy efficiency requirements for designation as an EPA ENERGY STAR Qualified Home under Version Multifamily V1.2

Pollution Prevented

Type of Emissions	Reduction
Carbon Dioxide (CO ₂) - tons/yr	-0.1

Energy Cost Savings

	\$/yr
Heating	52
Cooling	11
Water Heating	-66
Lights & Appliances	-47
Generation Savings	0
Total	-50

The energy savings and pollution prevented are calculated by comparing the Rated Home to the ENERGY STAR Version Multifamily V1.2 Reference Home as defined in the ENERGY STAR Qualified Homes ERI (HERS) Target Procedure for National Program Requirements, Version Multifamily V1.2 promulgated by the Environmental Protection Agency (EPA). In accordance with the ANSI/RESNET/ICC 301 Standard, building inputs affecting setpoints infiltration rates, window shading and the existence of mechanical systems may have been changed prior to calculating loads

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date:
Registry ID:
Ekotrope ID: vQx4aOed



HERS® Index Score:

48

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

Annual Savings

\$1,127

*Relative to an average U.S. home

Home:

750 23RD Street South
Arlington County, VA 22202

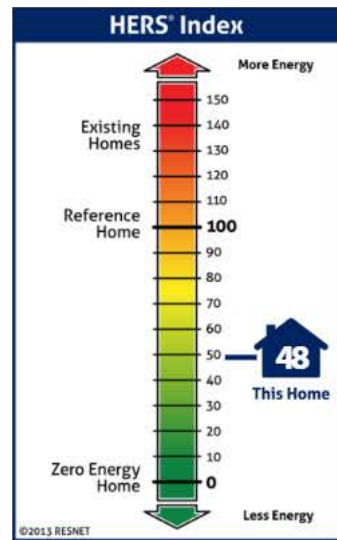
Builder:

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	3.5	\$171
Cooling	1.1	\$68
Hot Water	1.2	\$61
Lights/Appliances	10.1	\$531
Service Charges		\$99
Generation (e.g. Solar)	0.0	\$0
Total:	15.9	\$929

This home meets or exceeds the criteria of the following:

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



Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	653 ft ²
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 4 COP
Primary Cooling System:	Air Source Heat Pump • Electric • 18.6 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 3.42 UEF
House Tightness:	0.3 CFM50 / s.f. Shell Area (Adjusted Infiltration: 0.80 ACH50)
Ventilation:	65.6 CFM • 22.96 Watts (Default) • Supply Only
Duct Leakage to Outside:	4 CFM25 / 100 ft ²
Above Grade Walls:	R-31
Ceiling:	Adiabatic, R-13
Window Type:	U-Value: 0.25, SHGC: 0.23
Foundation Walls:	N/A
Framed Floor:	R-0

Rating Completed by:

Energy Rater: Clay DeVaughn
RESNET ID:

Rating Company: Pando Alliance
3545 Ellicott Mills Drive, Suite A2, Ellicott City, MD 21043
443-364-8047

Rating Provider: Pando Alliance
3545 Ellicott Mills Drive, Suite A2, Ellicott City, MD 21043
443-364-8047



Clay DeVaughn, Certified Energy Rater
Date: 3/10/25 at 1:22 PM



Energy savings calculated without modifications to the energy model. (As Modeled)

Ekotrope RATER - Version:4.2.2.3587

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

This report does not constitute any warranty or guarantee.

ENERGY STAR MF V1.2 Home Report



Property
750 23RD Street South
Arlington County, VA 22202

Organization
Pando Alliance
Clay DeV Vaughn

Inspection Status
Results are projected

750 23RD Street South - 1BR-1UD 2nd Fl. · **Builder**
1BR - 1 UD 2nd Fl. (Scenario 7)

Mandatory Requirements

- ✓ Duct leakage at post construction better than or equal to applicable requirements.
- ✓ This dwelling unit's thermal envelope UA meets or exceeds 2021 IECC Residential requirements.
- ✓ Slab on Grade Insulation must be > R-5, and at IECC 2009 Depth for Climate Zones 4 and above.
- ✓ Envelope insulation achieves RESNET Grade I installation, or uses exceptions in footnote 5.
- ✓ Total window thermal properties meet or exceed the applicable requirements
- ✓ Duct insulation meets the EPA minimum requirements of R-6.
- ✓ Mechanical ventilation system is installed in the home.
- ✓ Measured infiltration is better than or equal to applicable requirements.
- ✓ ENERGY STAR Checklists fully verified and complete.

ERI (HERS) Index Target

Reference Home ERI (HERS)	49
As Designed Home ERI (HERS)	48
As Designed Home ERI (HERS) w/o PV	48

UNCONFIRMED

Normalized, Modified End-Use Loads (MBtu / year)

	ENERGY STAR	As Designed
Heating	2.7	3.4
Cooling	1.7	1.6
Water Heating	2.7	1.0
Lights and Appliances	9.0	10.1
Total	16.2	16.1



This home **MEETS** or **EXCEEDS** the energy efficiency requirements for designation as an EPA ENERGY STAR Qualified Home under Version Multifamily V1.2

Pollution Prevented

Type of Emissions	Reduction
Carbon Dioxide (CO ₂) - tons/yr	0.0

Energy Cost Savings

	\$/yr
Heating	-22
Cooling	6
Water Heating	103
Lights & Appliances	-55
Generation Savings	0
Total	32

The energy savings and pollution prevented are calculated by comparing the Rated Home to the ENERGY STAR Version Multifamily V1.2 Reference Home as defined in the ENERGY STAR Qualified Homes ERI (HERS) Target Procedure for National Program Requirements, Version Multifamily V1.2 promulgated by the Environmental Protection Agency (EPA). In accordance with the ANSI/RESNET/ICC 301 Standard, building inputs affecting setpoints infiltration rates, window shading and the existence of mechanical systems may have been changed prior to calculating loads

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date:
Registry ID:
Ekotrope ID: vobP6nKd



HERS® Index Score:

50

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

Annual Savings

\$1,387

*Relative to an average U.S. home

Home:

750 23RD Street South
Arlington County, VA 22202

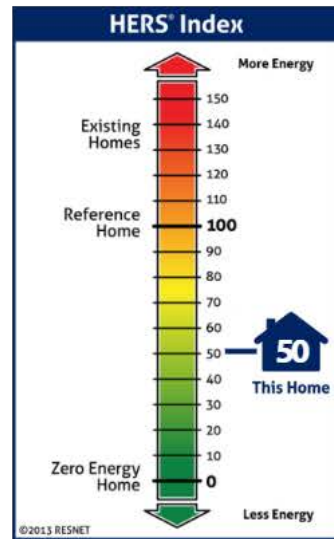
Builder:

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	3.7	\$180
Cooling	1.6	\$98
Hot Water	5.7	\$292
Lights/Appliances	11.8	\$621
Service Charges		\$99
Generation (e.g. Solar)	0.0	\$0
Total:	22.8	\$1,290

This home meets or exceeds the criteria of the following:

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



Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	911 ft ²
Number of Bedrooms:	2
Primary Heating System:	Air Source Heat Pump • Electric • 4 COP
Primary Cooling System:	Air Source Heat Pump • Electric • 18.6 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	0.3 CFM50 / s.f. Shell Area (Adjusted Infiltration: 2.75 ACH50)
Ventilation:	51.5 CFM • 18.02 Watts (Default) • Supply Only
Duct Leakage to Outside:	4 CFM25 / 100 ft ²
Above Grade Walls:	R-31
Ceiling:	Vaulted Roof, R-86
Window Type:	U-Value: 0.25, SHGC: 0.23
Foundation Walls:	N/A
Framed Floor:	R-0

Rating Completed by:

Energy Rater: Clay DeVaughn
RESNET ID:

Rating Company: Pando Alliance
3545 Ellicott Mills Drive, Suite A2, Ellicott City, MD 21043
443-364-8047

Rating Provider: Pando Alliance
3545 Ellicott Mills Drive, Suite A2, Ellicott City, MD 21043
443-364-8047



Clay DeVaughn, Certified Energy Rater
Date: 3/10/25 at 1:22 PM



Energy savings calculated without modifications to the energy model. (As Modeled)

Ekotrope RATER - Version:4.2.2.3587
The Energy Rating Disclosure for this home is available from the Approved Rating Provider.
This report does not constitute any warranty or guarantee.

ENERGY STAR MF V1.2 Home Report



Property
750 23RD Street South
Arlington County, VA 22202

Organization
Pando Alliance
Clay DeVaughn

Inspection Status
Results are projected

750 23RD Street South - 2BR-1 UD Top - Sr
2BR - 1 UD Top (Scenario 7) **Builder**

Mandatory Requirements

- ✓ Duct leakage at post construction better than or equal to applicable requirements.
- ✓ This dwelling unit's thermal envelope UA meets or exceeds 2021 IECC Residential requirements.
- ✓ Slab on Grade Insulation must be > R-5, and at IECC 2009 Depth for Climate Zones 4 and above.
- ✓ Envelope insulation achieves RESNET Grade I installation, or uses exceptions in footnote 5.
- ✓ Total window thermal properties meet or exceed the applicable requirements
- ✓ Duct insulation meets the EPA minimum requirements of R-6.
- ✓ Mechanical ventilation system is installed in the home.
- ✓ Measured infiltration is better than or equal to applicable requirements.
- ✓ ENERGY STAR Checklists fully verified and complete.

ERI (HERS) Index Target

Reference Home ERI (HERS)	52
As Designed Home ERI (HERS)	50
As Designed Home ERI (HERS) w/o PV	50

UNCONFIRMED

Normalized, Modified End-Use Loads (MBtu / year)

	ENERGY STAR	As Designed
Heating	5.6	3.6
Cooling	2.7	2.4
Water Heating	3.9	4.9
Lights and Appliances	10.8	11.8
Total	23.1	22.8



This home **MEETS** or **EXCEEDS** the energy efficiency requirements for designation as an EPA ENERGY STAR Qualified Home under Version Multifamily V1.2

Pollution Prevented

Type of Emissions	Reduction
Carbon Dioxide (CO ₂) - tons/yr	-0.0

Energy Cost Savings

	\$/yr
Heating	58
Cooling	9
Water Heating	-60
Lights & Appliances	-52
Generation Savings	0
Total	-44

The energy savings and pollution prevented are calculated by comparing the Rated Home to the ENERGY STAR Version Multifamily V1.2 Reference Home as defined in the ENERGY STAR Qualified Homes ERI (HERS) Target Procedure for National Program Requirements, Version Multifamily V1.2 promulgated by the Environmental Protection Agency (EPA). In accordance with the ANSI/RESNET/ICC 301 Standard, building inputs affecting setpoints infiltration rates, window shading and the existence of mechanical systems may have been changed prior to calculating loads

Tab G:

Zoning Certification Letter (MANDATORY)



Zoning Certification

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

General Instructions:

1. The Local Certification section **must** be completed by the appropriate local official or Civil Engineer.
2. The Engineer **must** be registered in the Commonwealth of Virginia.
3. 'Development Description' should be provided by the Owner.
4. 'Development Address' should correspond to I.A.2 on page 1 of the application.
5. 'Legal Description' should correspond to the site control document in the application.
6. 'Proposed Improvements' should correspond with I.B & D and III.A of the application.
7. 'Other Descriptive Information' should correspond with the information in the application.
8. Any change in this Certification may result in disqualification of the application.

If you have any questions, please contact the Tax Credit Allocation Department at:

taxcreditapps@virginiahousing.com

Zoning Certification

DATE: February 16, 2026

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

RE: ZONING CERTIFICATION

Name of Development: Wesley Melwood - 9
Name of Owner/Applicant: 23rd Redevelopment Owner LLC
Name of Seller/Current Owner: Melwood Horticultural Training Center, Inc.

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:

750 23rd Street South, Arlington, Virginia 22202

Leal Description:

See Legal Description attached as Exhibit A

Proposed Improvements:

Construction

New Construction:	# Units	<u>53</u>	# Buildings	<u>1</u>	Total Floor Area	<u>103,099.29</u>
Adaptive Reuse	# Units	_____	# Buildings	_____	Total Floor Area	_____
Rehabilitation:	# Units	_____	# Buildings	_____	Total Floor Area	_____

Zoning Certification, cont'd

Current Zoning: RA8-18, Multiple-family Dwelling District allowing a density of 36.3 units per

acre, and the following other applicable conditions: Property is subject to special exception Site Plan #478 approved by the Arlington County Board February 22, 2025, to construct a mixed-use building with approximately 131,736 sq. ft. of residential GFA (105 residential units) and 17,033 sq. ft. of institutional GFA community service use); and the property is also subject to Use Permit UPER24-00021 to allow a community service use within the property governed by Site Plan #478, also approved by the Arlington County Board on February 22, 2025.

Other Descriptive Information:

The unit count and information shown on page 2 pertains to Wesley Melwood-9, which is within Site Plan #478 multi-project development that contains two tax credit financing projects.

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.



Karen L. S. White, P.E.

Signature

Printed Name

Director of Urban Planning and Engineering

Title of Local Official or Civil Engineer

(703) 532-6163

Phone

February 16, 2026

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 property proposed to be rezoned from R-6 and C-1 to RA8-18, Arlington County, Virginia:

Beginning at a point in the south right-of-way line of 23rd Street South, said point being the northeast corner of Lot 13, Block 11, Section 1, Aurora Hills (Deed Book 146, Page 300); thence with the south right-of-way line of 23rd Street South, N 87°59'22" E, 345.00 feet to a point, said point being the intersection of the south right-of-way line of 23rd Street South and the west right-of-way line of South Grant Street; thence with the west right-of-way line of South Grant Street, S 02°00'38" E, 184.47 feet to a point, said point being the northeast corner of Parcel C, Block 11, Section 1, Aurora Hills (Deed Book 2085, Page 1413); thence with Parcel C, S 87°59'22" W, 90.00 feet to a point; thence S 02°00'38" E, 55.53 feet to a point, said point being the northeast corner of Parcel D, Block 11, Section 1, Aurora Hills (Deed Book 2085, Page 1413); thence with Parcel D, S 87°59'22" W, 228.50.00 feet to a point, said point being the southeast corner of Parcel B, Block 11, Section 1, Aurora Hills (Deed Book 2058, Page 1412); thence with Parcel B, N 02°00'38" W, 79.50 feet to a point; thence 10.21 feet with the arc of a curve bearing to the left and having a radius of 6.50 feet, (tangent length 6.50 feet, chord length 9.19 feet, chord bearing N 47°00'38" W) to a point; thence S 87°59'22" W, 11.00 feet to a point; thence N 02°00'38" W, 4.00 feet to a point; thence S 87°59'22" W, 9.00 feet to a point, said point being southeast corner of aforementioned Lot 13, Block 11, Section 1, Aurora Hills; thence N 02°00'38" W, 150.00 feet to the point of beginning and containing an area of 74,496 square feet or 1.7332 acres, more or less.



Tab H:

Attorney's Opinion (MANDATORY)

Date March 12, 2026

To Virginia Housing
601 South Belvidere Street
Richmond, Virginia 23220

RE: 2026 9% Tax Credit Reservation Request (competitive 70% present value credits)
Name of Development Wesley Melwood – 9
Name of Owner 23rd Redevelopment Owner LLC

Dear Virginia Housing:

This undersigned firm represents the above-referenced Owner as its counsel. It has received a copy of and has reviewed the completed application package dated March 12, 2026 (of which this opinion is a part) (the “Application”) submitted to you for the purpose of requesting, in connection with the captioned Development, a reservation of low-income housing tax credits (“Credits”) available under Section 42 of the Internal Revenue Code of 1986, as amended (the “Code”). It has also reviewed Section 42 of the Code, the regulations issued pursuant thereto and such other binding authority as it believes to be applicable to the issuance hereof (the regulations and binding authority hereinafter collectively referred to as the “Regulations”).

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

1. It is more likely than not that the inclusion in eligible basis of the Development of such cost items or portions thereof, as set forth in Hard Costs and Owners Costs section of the Application form, complies with all applicable requirements of the Code and Regulations.
2. Assuming that you designate the buildings in the Development as being in a difficult development area pursuant to Code Section 42(d)(5)(B)(v), the calculations (a) of the Maximum Allowable Credit available under the Code with respect to the Development and (b) of the Estimated Qualified Basis of each building in the Development comply with all applicable requirements of the Code and regulations, including the selection of credit type implicit in such calculations.
3. The appropriate type(s) of allocation(s) have been requested in the Reservation Request Information section in the Application form.
4. The information set forth in the Unit Details section of the Application form as to proposed rents exceeds the Code rent restrictions; however, the Development will satisfy all applicable requirements of the Code and Regulations due to subsidies such that no tenant will pay rents in excess of what is dictated by the Code and Regulations.

5. The site of the captioned Development is controlled by the Owner, as identified in the Site Control section of the Application, for a period of not less than four (4) months beyond the application deadline.
6. Based solely upon my review of (i) the Applicant's operating agreement; (ii) any certifications, resolutions, or consents provided to me by the Applicant; and (iii) such operating agreements, partnership agreements, bylaws, or other organizational documents of the Applicant's Principals which I deemed necessary to issue this Opinion (none of which are attached to this Opinion), the individuals identified on the list attached as Exhibit A are duly authorized to execute documents on behalf of the Applicant, to the best of my knowledge and belief.
7. 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.
8. The nonprofit organizations' ownership interest in the development is as described in the Nonprofit Involvement section of the Application form.

Finally, the undersigned is of the opinion that, if all information and representations contained in the Application and all current law were to remain unchanged, upon compliance by the Owner with the requirements of Code Section 42(h)(1)(E), the Owner would be eligible under the applicable provisions of the Code and the Regulations to an allocation of Credits in the amount(s) requested in the Application.

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

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

Klein Hornig LLP

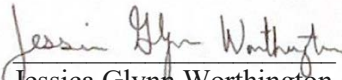
By: 
Jessica Glynn Worthington
Its: Partner

EXHIBIT A
TO
ATTORNEY'S OPINION LETTER

Based solely upon my review of (i) the Applicant's operating agreement; (ii) any certifications, resolutions, or consents provided to me by the Applicant; and (iii) such operating agreements, partnership agreements, bylaws, or other organizational documents of the Applicant's Principals which I deemed necessary to issue this Opinion (*none of which are attached to this Opinion or included within this Exhibit*), the individuals identified below are duly authorized to execute documents on behalf of the Applicant, to the best of my knowledge and belief.

	NAME	TITLE
1	Kamilah McAfee	President and CEO of Wesley Housing Development Corporation, the sole member Wesley 23rd Redevelopment Managing Member LLC, managing member of Wesley Melwood 23 rd Redevelopment JV Partner LLC, the managing member of 23rd Redevelopment Owner LLC
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Attorney's Opinion Letter

General Instructions

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

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

Attorney's Opinion

Letter

(Add)



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

Date March 12, 2026

(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 _____ ~~-(Must be on or after the application date below)~~

To Virginia Housing
601 South Belvidere Street
Richmond, Virginia 23220

RE: ~~20~~2026 9% Tax Credit Reservation Request (competitive 70% present value credits).
Name of Development Wesley Melwood - 9
Name of ~~Development~~ _____ ~~Name of~~ Owner 23rd Redevelopment Owner LLC

Dear Virginia Housing:

This undersigned firm represents the above-referenced Owner as its counsel. It has received a copy of and has reviewed the completed application package dated March 12, 2026 (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:

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

~~2. [Select One]~~

~~The calculations (a) of the Maximum Allowable Credit available under the Code with respect to the Development and (b) of the Estimated Qualified Basis of each building in the~~

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

OR

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

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

4. ~~[Select One]~~

4. 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.

~~5.~~ The site of the captioned Development is controlled by the Owner, as identified in the Site Control section of the Application, for a period of not less than four (4) months beyond the application deadline.

~~6.~~ Based solely upon my review of (i) the Applicant's ~~operating agreement~~ ~~/partnership agreement~~; (ii) any certifications, resolutions, ~~Attorney's Opinion Letter~~ by the Applicant; and (iii) such operating agreements, partnership agreements, bylaws, or other organizational documents of the Applicant's Principals which I deemed necessary to issue this Opinion (none of which are attached to this Opinion), the individuals identified on the list attached as Exhibit A are duly authorized to execute documents on behalf of the Applicant, to the best of my knowledge and belief.

~~7. [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.

~~8. [Delete if inapplicable]~~ The nonprofit organizations' ownership interest in the development is as described in the Nonprofit Involvement section of the Application form.

~~9. [Delete if inapplicable] It is more likely than not that the representations made under the Rehab Information section of the Application form as to the Development's compliance with or exception to the Code's minimum expenditure requirements for rehabilitation projects are correct.~~

~~10. [Delete if inapplicable] After reasonable investigation, the undersigned has no reason to believe that the representations made under the Rehab Information (Ten-Year Rule) section of the Application form as to the Development's compliance with or eligibility for exception to the ten-year "look-back rule" requirement of Code 42(d)(2)(B) are not correct.~~

Finally, the undersigned is of the opinion that, if all information and representations contained in the Application and all current law were to remain unchanged, upon compliance by the Owner with the requirements of Code Section 42(h)(1)(E), the Owner would be eligible under the applicable provisions of the Code and the Regulations to an allocation of Credits in the amount(s) requested in the Application.

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

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

Klein Hornig LLP

By:

Firm Name _____ By _____

Its:

Jessica Glynn Worthington
Partner

Title

EXHIBIT A
TO
ATTORNEY'S OPINION LETTER

Based solely upon my review of (i) the Applicant's ~~operating agreement~~ ~~partnership agreement~~; (ii) any certifications, resolutions, or consents provided to me by the Applicant; and (iii) such operating agreements, partnership agreements, bylaws, or other organizational documents of the Applicant's Principals which I deemed necessary to issue this Opinion (*none of which are attached to this Opinion or included within this Exhibit*), the individuals identified below are duly authorized to execute documents on behalf of the Applicant, to the best of my knowledge and belief.

	NAME	TITLE
1	Kamilah McAfee	President and CEO of Wesley Housing Development Corporation, the sole member Wesley 23rd Redevelopment Managing Member LLC, managing member of Wesley Melwood 23rd Redevelopment JV Partner LLC, the managing member of 23rd Redevelopment Owner LLC
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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

RE: 20__ 4% Tax Credit Reservation Request (30% present value credits to be paired with tax-exempt bonds)

Name of Development – _____ -Name

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

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

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

~~2. [Select One]~~

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

~~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]~~

~~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. Based solely upon my review of (i) the Applicant's [operating agreement / partnership agreement]; (ii) any certifications, resolutions, or consents provided to me by the Applicant; and (iii) such operating agreements, partnership agreements, bylaws, or other organizational documents of the Applicant's Principals which I deemed necessary to issue this Opinion (*none of which are attached to this Opinion*), the individuals identified on the list attached as Exhibit A are duly authorized to execute documents on behalf of the Applicant, to the best of my knowledge and belief.~~
- ~~6. [Delete if inapplicable] The type of the nonprofit organization involved in the Development is an organization described in Code Section 501(c)(3) or 501(c)(4) and exempt from taxation under Code Section 501(a), whose purposes include the fostering of low income housing.~~
- ~~7. [Delete if inapplicable] The nonprofit organizations' ownership interest in the development is as described in the Nonprofit Involvement section of the Application form.~~
- ~~8. [Delete if inapplicable] It is more likely than not that the representations made 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.~~
- ~~9. [Delete if inapplicable] After reasonable investigation, the undersigned has no reason to believe that the representations made under the Rehab Information (Ten Year Rule) section of the Application form as to the Development's compliance with or eligibility for exception to the ten-year "look-back rule" requirement of Code §42(d)(2)(B) are not correct.~~

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

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

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

Firm Name _____ By _____

Its _____
Title

~~EXHIBIT A
TO
ATTORNEY'S OPINION LETTER~~

~~Based solely upon my review of (i) the Applicant's [operating agreement / partnership agreement]; (ii) any certifications, resolutions, or consents provided to me by the Applicant; and (iii) such operating agreements, partnership agreements, bylaws, or other organizational documents of the Applicant's Principals which I deemed necessary to issue this Opinion (*none of which are attached to this Opinion or included within this Exhibit*), the individuals identified below are duly authorized to execute documents on behalf of the Applicant, to the best of my knowledge and belief.~~

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Summary report:	
Litera Compare for Word 11.9.1.1 Document comparison done on 3/12/2026 10:21:36 AM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original filename: Tab H Attorneys Opinion 4pct 9pct (4).docx	
Modified DMS: iw://kleinhornig.cloudimanager.com/KHDOCS/1304588/5	
Changes:	
<u>Add</u>	27
Delete	104
Move From	0
<u>Move To</u>	0
<u>Table Insert</u>	0
Table Delete	21
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	1
Embedded Excel	0
Format changes	0
Total Changes:	153

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 Wesley Melwood - 9
- b. Name of owner/applicant 23rd Redevelopment Owner LLC
- c. Name of nonprofit entity Wesley Housing Development Corporation ("Wesley")
- 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 IRS 5013C Affirmation Letter
- _____
- _____
- 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.)? 68
 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 2025, 54 individuals gave more than 3,200 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 portfolio cash flow activities. The organization receives support from local governments in the form of contracts for services and donations from corporations, banks, foundations, religious organizations, and individuals. In addition, there are special events that raise money.
- 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 3,000 units of affordable housing in Virginia and the District of Columbia. It currently owns 40+ communities. Further, Wesley operates 9 community centers and 5 supportive services centers serving over 5,000 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
51% as the sole member of the managing member of the sole member of the applicant/owner

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?

Section 3.1 - page 7 of operating agreement

(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?
Wesley Housing will not have the ROFR, however the other 501(c)3 non-profit JV partner, Melwood, holds the ROFR for this development.

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 process 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 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?

Melwood, a longstanding nonprofit that provides jobs, employment training services, and community support support services for adults with disabilities, has partnered with Wesley to redevelop its property that is right outside of Crystal City, walkable to the metro, numerous bus lines and many community amenities. The goal of the property is to create an inclusive community that incorporates a forward pushing design serving all households including individuals with disabilities to show how smart design can facilitate independent living.

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:

See attached organizational chart in Tab A.

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.

In this instance, only nonprofits (Wesley Housing and Melwood) compose the general partner/managing member. Melwood is a 501c3 nonprofit.

As noted, Wesley is the lead in all aspects of the development and is the Managing Member of the Managing Member of the Owner/Applicant; however, Melwood is our partner and will have significant input and direction on design and other decisions. Note, in addition to serving as the minority member of the Managing member, Melwood's affiliates are the landowner and will provide certain services to the project.

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.

Harkins Builders, Inc. – general contractor, predevelopment constructability review and initial pricing

Pando Alliance, LLC– sustainability consulting

S.L. Nusbaum Realty Co – property management

(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?

Harkins Builders, Inc. - Wesley solicited proposals from multiple contractors

Pando Alliance - Wesley has worked with Pando on a number of projects, including currently on Beacon Landing and Kindred Crossing, which are planning to achieve similar energy rating standards, so it made sense to bring them on

S.L. Nusbaum Realty Co - Wesley has begun transitioning the management of most Northern Virginia and DC properties to S.L. Nusbaum and they will serve as the property management company for this site.

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:

None

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.

Melwood or its affiliates to provide janitorial services for common areas of the Project and landscaping services to the Property and the scope and compensation for such services as will be mutually agreed to by the Members during the 15-year LIHTC Compliance Period.

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 across the state of Virginia and in the District of Columbia.

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 Arlington County and Northern Virginia more broadly, providing stability services to the residents of those communities. Wesley Housing owns/has an ownership interest in seven properties in Arlington totaling 782 units.

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, organizations 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:

Non-exhaustive list: Aurora Highlands Civic Assoc. (AHCA) Leadership Meeting with Wesley and Melwood staff 5/17/24; General Community Meeting 5/29/24; AHCA Meetings 6/12 & 7/10/24; Arlington Ridge Civic Assoc. Meetings 7/18 & 11/21/24; Melwood Walking Tour 11/18/24; AHCA Community Meeting Discussion 1/8/25

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 and are closed to the public.

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

Union of 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).

Please see attached LIHTC Development List.

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 Senior Apartments (\$750,000); VHF - Coppermine (\$750,000); VHF - Kindred Crossing

(\$750,000 predevelopment loan); VHF - Beacon Landing (\$3.8M)

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 3/12/2026

Owner/Applicant 23rd Redevelopment Owner LLC

By Kamilah McAfee 

Its President and CEO
Title

Date 3/12/2026

Wesley Housing Development Corporation
Nonprofit

By Suzanne Moran 

Board Chairman

By Kamilah McAfee 
Executive Director



2026 Wesley Housing Board of Directors

NAME	EMPLOYMENT	COHORT	TERM	OFFICER ROLE
Marcia Bradford Marcia Anita Bradford MBradford1671@gmail.com (C) 703.402.1671	ChainBridge Bank, NA (retired)	3	1/25 - 1/28 (third term)	
Rev. Jay Carey Reverend James H. Carey (C) 804.502.3975	District Superintendent Living Waters District of the United Methodist Church in Virginia 11605 South Crater Road Petersburg, VA 23805 livingwatersds@vaumc.org (O) 804.502.3975	3	1/25 - 1/28 (first term)	
Brooke Cooper Brooke Rosenbaum Cooper techanalyst65@gmail.com (C) 310.210.3011	Sr. Analyst 11th Hour Service LLC 3110 Fairview Park Drive Suite 1200 Falls Church, VA 22042 brooke.r.cooper.ctr@mail.mil	3	1/25 - 1/28 (second term)	
Michael T. Cranna Michael Thomas Cranna michael.cranna@gmail.com (C) 703.210.3011	Development Advisor Point Reyes Energy Partners, LLC 6326 Lakeview Drive Falls Church, VA 22041	3	1/25 - 1/28 (second term)	Treasurer
Larry B. Dickenson Lawrence B. Dickenson lbdickenson@gmail.com (C) 540.354.8022	District Lay Leader Valley Ridge District (of the Virginia Annual Conference of the United Methodist Church) Chairman, District Leadership Board	3	1/25 - 1/28 (first term)	Secretary
Marlo A. Goldstein marlo.a.goldstein@gmail.com (C) 310.770.6115	First Vice President and Assistant General Counsel Host Hotels & Resorts, Inc. 4747 Bethesda Avenue, Suite1300 Bethesda, MD 20814 marlo.goldstein@hosthotel.com	2	3/24 - 1/27 (first term)	
Kathy Lutman kathy.lutman@gmail.com (C) 540.454.2236	Better Homes Realty, Inc. (retired)	3	1/25 - 1/28 (first term)	
Kamilah McAfee	President/CEO Wesley Housing 2311 Huntington Avenue Alexandria, VA 22303 kmcafee@whdc.org (O) 703.642.3830 x220	0		
Nancy Minter Nancy Lee Minter nancy.minter@ymail.com (H) 703.280.4996	Urban Institute (Retired)	1	1/23 - 1/26 (first term)	
Suzanne Moran Suzanne McKenna Moran suzanne.moran0709@gmail.com (C) 202.768.5560	Vice President/ Institutional Nonprofit Account Manager TD Private Client Group, LLC 607 14th Street, NW Washington, DC 20005 Suzanne.Moran@td.com (O) 202.971.3019	3	1/25 - 1/28 (third term)	Chair
Arianna K. Royster, CPM, ARM Arianna Karine Royster ariannarovsky0@gmail.com	Executive Vice President. Borger Management, Inc. 1111 14th Street NW- Suite 200 Washington, DC 20005 ariannar@donohoe.com	1	1/23 - 1/26 (first term)	
Andrew M. Vincent Andrew Michael Vincent (C) 410.206.7963	Chief Investment Officer Horning 3333 14th Street NW- Suite 300	1	1/23 - 1/26 (first term)	



2026 Wesley Housing Board of Directors

NAME	EMPLOYMENT	COHORT	TERM	OFFICER ROLE
	Washington, DC 20020 avincent@hormingdc.com			
Rev. Harold E. White, Sr (C) 757.894.2408	Lead Pastor New Beginnings United Methodist Church Coastal District 32347 Chincoteague Rd Hortown, VA 23395 haroldwhite@vaumc.org	3	1/25 - 1/28 (first term)	
Malanda Worrell Malanda Krystal Daniel-Worrell (C) 202.590.7642	Senior Vice President, Market Strategy & Operations Jones Lang LaSalle Securities, LLC 2020 K Street, NW Suite 1100 Washington, DC 20006 malanda.worrell@jll.com (O) 202.719.5984	2	1/24 - 1/27 (second term)	
Kenneth C. Wu, Esq kenwuesq@yahoo.com	Partner Lopez & Wu, PLLC 1818 Library St. Suite 500 Reston, VA 20190 (O) 571.521.9134 nc	2	1/25 - 1/28 (first term)	Vice Chair
Cohort 1:		3		

LIHTC Development List

#	Development Name	Location	Date of Application	Result of Application	Current Status of Development
1.	Colonial Village Apartments	Arlington, VA	3/12/2010	Awarded	Placed in Service 11/30/2012
2.	Lynhaven and William Waters Apartments	Arlington, VA and Alexandria, VA (respectively)	12/30/2014	Awarded	Placed in Service 5/15/2015
3.	Wexford Manor A	Falls Church, VA	3/4/2015	Awarded	Placed in Service 3/30/2017
4.	Wexford Manor B	Falls Church, VA	1/4/2016	Awarded	Placed in Service 10/18/2017
5.	The Fallstead	McLean, VA	3/5/2015	Awarded	Placed in Service 10/31/2018
6.	Brookland Place Apartments	Washington, DC	6/6/2016	Awarded	Placed in Service 4/30/2019
8.	Knightsbridge Apartments	Arlington, VA	3/13/2019	Awarded	Placed in Service 5/8/2021
9.	Senseny Place Apartments	Winchester, VA	3/14/2019	Awarded	Placed in Service 12/28/2022
10.	The Waypoint	Alexandria, VA	3/13/2019	Awarded	Placed in Service 11/1/2022
11.	The Cadence	Arlington, VA	12/13/2019	Awarded	Placed in Service 11/30/2022
12.	Quarry Station Apartments	Manassas, VA	3/18/2021	Awarded	Placed in Service 4/12/2023
13.	The Arden A	Alexandria, VA	3/14/2018	Awarded	Placed in Service 12/30/2022
14.	The Arden B	Alexandria, VA	7/23/2019	Awarded	Placed in Service 12/30/2022
15.	Whitefield Commons	Arlington, VA	3/12/2020	Awarded	Placed in Service 12/30/2022
16.	The Hampshire Apartments	Washington, DC	9/30/2019	Awarded	Placed in Service 4/28/2023
17.	One Hawaii	Washington, DC	9/30/2019	Awarded	TBD

Tab J:

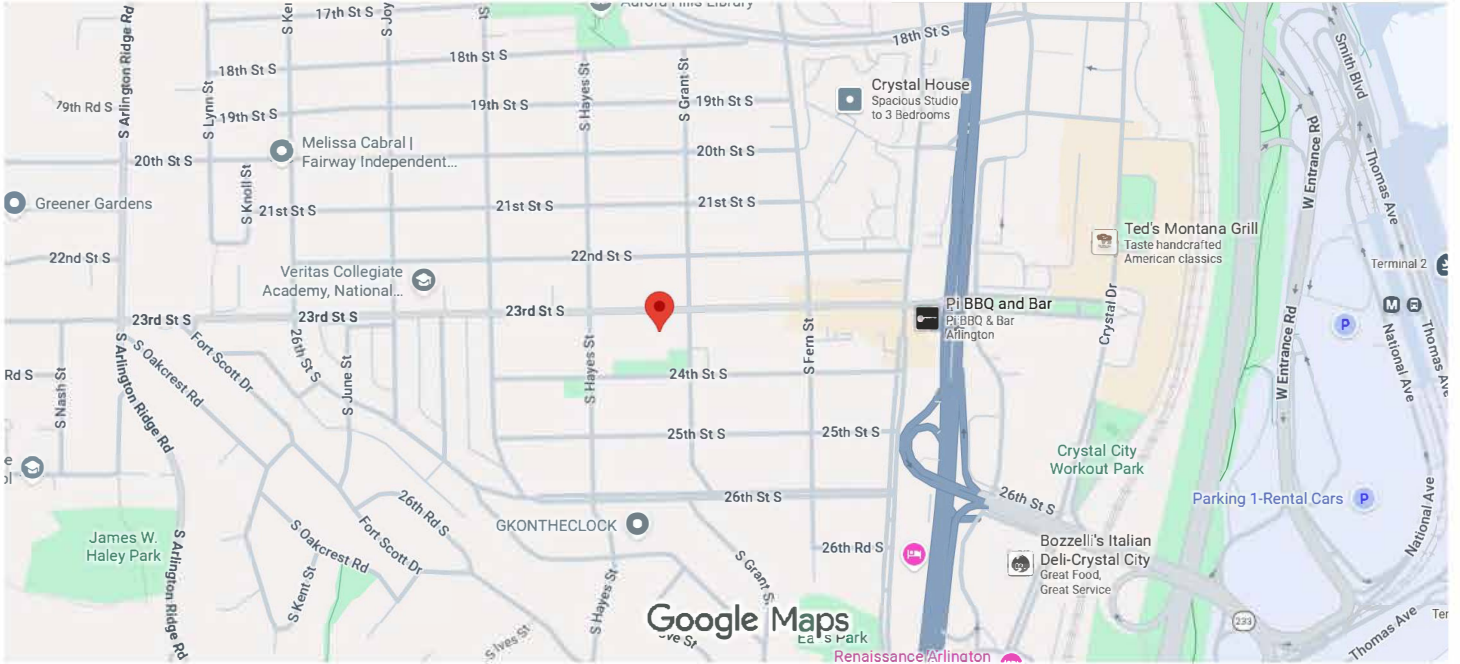
Relocation Plan and Unit Delivery Schedule
(MANDATORY-Rehab)

N/A

Tab K:

Documentation of Development Location:

750 23rd St S, Arlington, VA 22202



Imagery ©2026 , Map data ©2026 Google 500 ft

Tab K.1

Revitalization Area Certification



ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE COUNTY BOARD
2100 CLARENDON BOULEVARD, SUITE 300
ARLINGTON, VIRGINIA 22201-5406
E-MAIL: COUNTYBOARD@ARLINGTONVA.US
PHONE: (703) 228-3130



CLERK TO THE
COUNTY BOARD

MASON KUSHNIR

BOARD MEMBERS

CHAIR TAKIS KARANTONIS
VICE-CHAIR MATT DE FERRANTI

MAUREEN COFFEY
SUSAN CUNNINGHAM
JULIUS D. "JD" SPAIN, SR.

CERTIFICATION

I hereby certify that at its February 22, 2025 Regular Meeting, on a motion by JULIUS D. "JD" SPAIN, SR., Member, seconded by MATT DE FERRANTI, Vice-Chair, and carried by a vote of 4 to 0, the voting recorded as follows: Takis Karantonis, Chair - Aye, Matt de Ferranti, Vice-Chair - Aye, Maureen Coffey, Member - Aye, Susan Cunningham, Member - Abstain, and Julius D. "JD" Spain, Sr., Member - Aye, the County Board of Arlington, Virginia, approved the **C.M. RECOMMENDATIONS** in the attached County Manager's report dated February 17, 2025

SUBJECT: Melwood Site Plan, Use Permit

A. Melwood Site, 750 23rd St. S.

- a) GP-365-24-1 GENERAL LAND USE PLAN AMENDMENT to change the land use designation for the northeast portion of the block bounded by 23rd Street South, South Grant Street, South Hayes Street and 24th Street South, to include Parcel A (RPC #36-039-015) excluding Parcel B (RPC #36-039-016), which is and shall remain envisioned as a portion of Nelly Custis Park, from "Public" to "Low-Medium" Residential.
- b) REZN24-00002 REZONING from "C-1" Local Commercial District and "R-6" OneFamily Dwelling District to "RA8-18" Multiple-family Dwelling District; for an approximately 75,496 square foot area; located at 750 23rd Street South (RPC# 36-039-015).
- c) SPLN24-00002 SITE PLAN (SP #478) to construct a 5-story mixed-use building with approximately 131,736 square feet (sf) of residential gross floor area (GFA) and 17,033 sf of institutional GFA, with modifications for additional density, reduced residential parking ratio, density exclusions, and other modifications necessary to achieve the proposed development; located at 750 23rd Street South (RPC# 36-039-015).
- d) Designation of the site as a "Revitalization Area."

Given under my hand this 26th day of February, 2025.



Mason Kushnir, Clerk
Arlington County Board

Attachment 1
Revitalization Area Resolution

**RESOLUTION OF THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA
DEIGNATING THE MELWOOD SITE A REVITALIZAITON AREA PURSUANT TO
VIRGINIA CODE § 36-55.30:2**

WHEREAS, pursuant to Section § 36-55.30:2 of the Code of Virginia of 1950, as amended, the County Board of Arlington County desire to designate the Melwood site, described as Exhibit A hereto, located at 750 23rd Street South, (the “Area,”) as a Revitalization Area;

WHEREAS, the proposed development is subject to the Affordable Housing Master Plan, which establishes the goals of supporting the expansion of affordable housing throughout the county, as well as ensuring that affordable developments have access to transportation options,

WHEREAS, the proposed development is located within 0.1 miles of bus and within 0.6 miles of Metro service;

WHEREAS, enabling persons with disabilities to live as independently as possible in the community is a key objective of the Affordable Housing Master Plan,

WHEREAS, the proposed development will provide living and working opportunities for persons with disabilities,

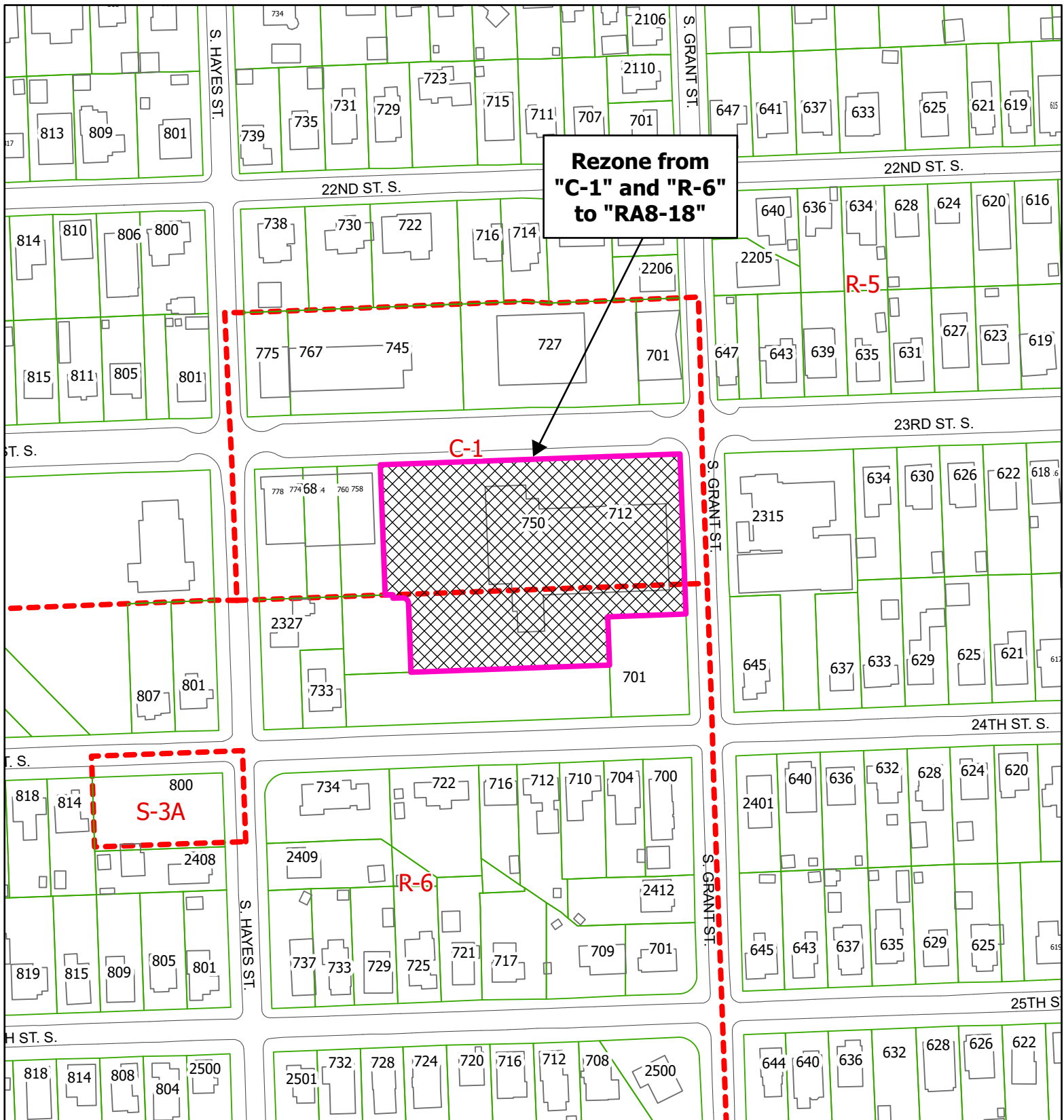
WHEREAS, the affordable housing development proposed in this Area will provide a critical source of affordable housing for current and future low and moderate-income residents whose tenancy and local employment is essential to implementing the goals of the County’s Affordable Housing Master Plan and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

“NOW, THEREFORE BE IT HEREBY DETERMINED as follows:

The above referenced development is located in a Revitalization Area in the County of Arlington, Virginia. The revitalization area is (i)(2) The industrial, commercial or other economic development of such area will benefit the County but such area lacks the housing needed to induce manufacturing, industrial, commercial, governmental, educational, entertainment, community development, healthcare or nonprofit enterprises or undertakings to locate or remain in such area; and (ii) private enterprise and investment are not reasonably expected, without assistance, to produce the construction or rehabilitation of decent, safe and sanitary housing and supporting facilities that will meet the needs of low and moderate income persons and families in such area and will induce other persons and families to live within such area and thereby create a desirable economic mix of residents in such area.”

Exhibit A
Melwood Area





REZN24-00002

750 23rd Street South

RPC# 36-039-015



Case Location



Scale 1:1,800

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

Department of Community Planning, Housing and Development

County Use Only
 Date Placard Posted _____
 By _____
 Removed

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: March 3, 2026

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

Name of Development: Wesley Melwood - 9
Name of Owner: 23rd Redevelopment Owner LLC

RE: 2026 Tax Credit Reservation Request

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:

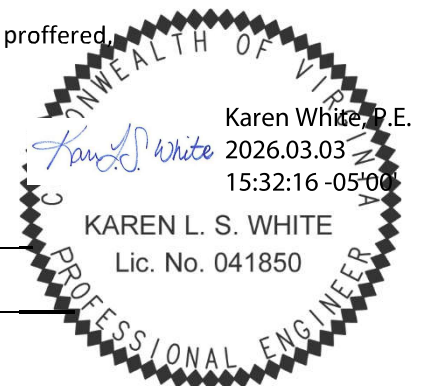
- 2,640 feet or ½ mile of the nearest access point to an existing commuter rail, light rail or subway station; OR
- 1,320 feet or ¼ mile of the nearest access point to an existing public bus stop or a public bus stop to be built in accordance with existing proffers. If the public bus stop is proffered, include copy of executed proffers with this form.

Firm Name Walter L. Phillips, Inc.

By Karen L. S. White, P.E.

Its Director of Urban Planning and Engineering

Title



Proximity To Transportation Rev.2024_1231.Docx

Description of property proposed to be rezoned from R-6 and C-1 to RA8-18, Arlington County, Virginia:

Beginning at a point in the south right-of-way line of 23rd Street South, said point being the northeast corner of Lot 13, Block 11, Section 1, Aurora Hills (Deed Book 146, Page 300); thence with the south right-of-way line of 23rd Street South, N 87°59'22" E, 345.00 feet to a point, said point being the intersection of the south right-of-way line of 23rd Street South and the west right-of-way line of South Grant Street; thence with the west right-of-way line of South Grant Street, S 02°00'38" E, 184.47 feet to a point, said point being the northeast corner of Parcel C, Block 11, Section 1, Aurora Hills (Deed Book 2085, Page 1413); thence with Parcel C, S 87°59'22" W, 90.00 feet to a point; thence S 02°00'38" E, 55.53 feet to a point, said point being the northeast corner of Parcel D, Block 11, Section 1, Aurora Hills (Deed Book 2085, Page 1413); thence with Parcel D, S 87°59'22" W, 228.50.00 feet to a point, said point being the southeast corner of Parcel B, Block 11, Section 1, Aurora Hills (Deed Book 2058, Page 1412); thence with Parcel B, N 02°00'38" W, 79.50 feet to a point; thence 10.21 feet with the arc of a curve bearing to the left and having a radius of 6.50 feet, (tangent length 6.50 feet, chord length 9.19 feet, chord bearing N 47°00'38" W) to a point; thence S 87°59'22" W, 11.00 feet to a point; thence N 02°00'38" W, 4.00 feet to a point; thence S 87°59'22" W, 9.00 feet to a point, said point being southeast corner of aforementioned Lot 13, Block 11, Section 1, Aurora Hills; thence N 02°00'38" W, 150.00 feet to the point of beginning and containing an area of 74,496 square feet or 1.7332 acres, more or less.



Tab L:

PHA / Section 8 Notification Letter



PHA or Section 8 Notification Letter

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

General Instructions

1. Because of conflicting program requirements regarding waiting list procedures, this letter is not applicable to those developments that have 100% project-based Section 8 or project-based vouchers.
2. This PHA or Section 8 Notification letter (or proof of delivery to the correct PHA/Section 8 Administrator) must be included with the application.
3. 'Development Address' should correspond to the application.
4. 'Proposed Improvements' should correspond with the application.
5. 'Proposed Rents' should correspond with the application.
6. 'Other Descriptive Information' should correspond with information in the application.

NOTE: Any change to this form letter may result in a reduction of points under the scoring system.

PHA or Section 8 Notification Letter

Date: March 4, 2026

To: Department of Human Services
2100 Washington Blvd
Arlington, VA 22204

Re: Proposed Affordable Housing Development

Name of Development: Wesley Melwood - 9

Name of Owner: 23rd Redevelopment Owner LLC

I would like to take this opportunity to notify you of a proposed affordable housing development to be completed in your jurisdiction. We are in the process of applying for federal low-income housing tax credits from Virginia Housing. We expect to make a representation in that application that we will give leasing preference to households on the local PHA or Section 8 waiting list. Units are expected to be completed and available for occupancy beginning on July 2, 2029 (date).

The following is a brief description of the proposed development:

Development Address: 750 23rd Street South
Arlington, VA 22202

Proposed improvements:

New Construction:	# Units	<u>53</u>	# Buildings	<u>1</u>
Adaptive Reuse	# Units	<u> </u>	# Buildings	<u> </u>
Rehabilitation:	# Units	<u> </u>	# Buildings	<u> </u>

Proposed Rents:

Efficiencies:	\$ <u>N/A</u> / month
1 Bedroom Units:	\$ <u>801-\$1,724</u> / month
2 Bedroom Units:	\$ <u>947- \$2,792</u> / month
3 Bedroom Units:	\$ <u>1,080-\$3,212</u> / month
4 Bedroom Units:	\$ <u>N/A</u> / month

Other Descriptive Information:

Wesley Melwood - 9 will be a part of redevelopment replacing Melwood Horticultural Training Center with affordable multifamily housing offering a mix of 1-, 2-, and 3- bedroom units.

PHA or Section 8 Notification Letter

We Appreciate your assistance with identifying qualified tenants.

If you have any questions about the proposed development, please call me at 703-642-3830.

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

Sincerely yours.

Name Kamilah McAfee 
Title President and CEO

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

Seen and acknowledged by: Caleb G. Kopczyk

Printed Name: Caleb G. Kopczyk

Title: HCV Executive Director, Arlington County Dept. of Human Services

Phone: (703) 228-1455

Date: 03/05/2026

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



DEPARTMENT OF HUMAN SERVICES
Housing Assistance Bureau

2100 Washington Blvd., 3rd Floor, Arlington, VA 22204
TEL 703-228-1350 FAX 703-228-1169 TTY 703-228-1398 www.arlingtonva.us

March 10, 2025

Kamilah McAfee
Wesley Housing
2311 Huntington Ave
Alexandria, VA 22303

Re: Project-Based Rental Assistance for 23rd Redevelopment Owner LLC

Dear Ms. McAfee,

The Arlington County Department of Human Services (DHS) is committed to providing 23rd Redevelopment Owner LLC with project-based rental assistance for eight (8) apartment units (PBA Units). DHS will offer project-based rental assistance to these units through the County’s equivalent Permanent Supportive Housing Project-Based Rental Assistance funding. The development, “Wesley Melwood – 9”, meets the prerequisites for such assistance from the County and was reviewed in accordance with all necessary County processes and approved for the receipt of rental assistance.

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

The Qualified Households will pay 30% of their adjusted income in rent and the County will provide monthly rental assistance payments up to the approved 60% AMI maximum rent levels for the following unit mix:

Unit Type	50% AMI	60% AMI	Total
1BR	2	3	5
2BR	2		2
3BR		1	1
Total	4	4	8

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

The standard contract term is five years and is renewable with five-year increments, dependent upon funding availability, up to the 15-year tax credit compliance period. We would be available to discuss specific contract terms with you at any time and look forward to working on the contract agreement prior to completion of the construction planned at Wesley Melwood - 9.

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

Sincerely,

Nicole Dula
Housing Assistance Bureau Director

Tab R:

Documentation of Utility Allowance calculation



Thiel Butner
 Chief Executive Officer
 Pando Alliance, LLC
 3545 Ellicott Mills Dr, Ste A2
 Ellicott City, MD 21043
 thiel@pandoalliance.com
 Main: 443-364-8047

March 3, 2026

Project Name: Wesley Melwood - 9
Location: Arlington, VA

HUSM UTILITY ALLOWANCE CALCULATIONS FOR WESLEY MELWOOD - 9

The following are utility allowance estimates for the above property. The utility costs are based on Dominion Energy & Arlington County rates in effect as of January 2026 and reflect both summer and winter rates.

Utilities	Utility/Service	Monthly Allowances by Bedroom Size				
		0-BR	1-BR	2-BR	3-BR	4-BR
Heating	Electric Heat Pump	-	\$24	\$27	\$29	-
Air Conditioning	Electric	-	\$9	\$12	\$16	-
Cooking	Electric	-	\$6	\$9	\$11	-
Lighting	Electric	-	\$22	\$31	\$40	-
Hot Water	Electric	-	\$15	\$19	\$23	-
Water	Tenant Paid	-	\$16	\$21	\$26	-
Sewer	Tenant Paid	-	\$29	\$41	\$53	-
Trash	N/A	-	-	-	-	-
Total UA Costs Per Month		-	\$121	\$160	\$198	-

These estimates were generated by a certified RESNET HERS Rater using the HUD Utility Schedule Model (HUSM) for electric and a water/sewer consumption model for water and sewer. The reports for each bedroom configuration in this development are attached.

Sincerely,

Thiel Butner, MBA, MFBA, BA/EP,
 HERS Rater, NGBS Verifier, Phius Verifier



SUPPORTING CALCULATIONS

Monthly Water Costs	Total Water Usage (gal)	Monthly Charge	First Block	Second Block	Third Block	Fourth Block	Total
Block Size	-	-	3,000	100,000	-	-	-
0 BR	1143.18	\$5.61	\$5.19	-	-	-	\$10.80
1 BR	2286.36	\$5.61	\$10.38	-	-	-	\$15.99
2 BR	3429.54	\$5.61	\$13.62	\$1.95	-	-	\$21.18
3 BR	4572.72	\$5.61	\$13.62	\$7.14	-	-	\$26.37
4 BR	5715.90	\$5.61	\$13.62	\$12.33	-	-	\$31.56
5 BR	6859.08	\$5.61	\$13.62	\$17.52	-	-	\$36.75
6 BR	8002.26	\$5.61	\$13.62	\$22.71	-	-	\$41.94

Monthly Sewer Costs	Total Water Usage (gal)	Monthly Charge	First Block	Second Block	Third Block	Fourth Block	Total
Block Size	-	-	100,000	-	-	-	-
0 BR	1143.18	\$4.66	\$11.98	-	-	-	\$16.64
1 BR	2286.36	\$4.66	\$23.96	-	-	-	\$28.62
2 BR	3429.54	\$4.66	\$35.94	-	-	-	\$40.60
3 BR	4572.72	\$4.66	\$47.92	-	-	-	\$52.58
4 BR	5715.90	\$4.66	\$59.90	-	-	-	\$64.56
5 BR	6859.08	\$4.66	\$71.88	-	-	-	\$76.54
6 BR	8002.26	\$4.66	\$83.86	-	-	-	\$88.52

Flow Rate	Shower (gpm)	Lavatory Faucet (gpm)	Kitchen Faucet (gpm)	Toilet (gpf)	In-unit Clothes Washer (gallons per cycle)	Dishwasher (gallons per cycle)	In-unit Clothes Washer (Water Factor)	In-unit Clothes Washer (CF)
Federal Maximum	2.5	2.2	2.2	1.6	29.4	5.0	8.4	3.5
WaterSense & ENERGY STAR Max	2.0	1.5	2.2	1.28	15.05	3.2	4.3	3.5
Project-Customized								

In-unit Clothes Washer?
No

In-unit Dishwasher?
Yes

Selected Flow Rate:	Shower (gpm)	Lavatory Faucet (gpm)	Kitchen Faucet (gpm)	Toilet (gpf)	In-unit Clothes Washer (gallons per cycle)	Dishwasher (gallons per cycle)
WaterSense & ENERGY STAR Max	2	1.5	2.2	1.28	-	3.2

Monthly Fixture Usage	Shower (min)	Lavatory Faucet (min)	Kitchen Faucet (min)	Toilet (flushes)	In-unit Clothes Washer (cycles)	Dishwasher (cycles)	Dishwashing (min)
0 BR	187.06	152.08	152.08	153.60	11.25	3.04	182.50
1 BR	374.13	304.17	304.17	307.21	22.51	6.08	365.00
2 BR	561.19	456.25	456.25	460.81	33.76	9.13	547.50
3 BR	748.25	608.33	608.33	614.42	45.02	12.17	730.00
4 BR	935.31	760.42	760.42	768.02	56.27	15.21	912.50
5 BR	1122.38	912.50	912.50	921.63	67.53	18.25	1095.00
6 BR	1309.44	1064.58	1064.58	1075.23	78.78	21.29	1277.50

Source for Usage: 2020 Enterprise Green Communities Criteria & Certification Program

Monthly Water Usage	Shower (gal)	Lavatory Faucet (gal)	Kitchen Faucet (gal)	Toilet (gal)	In-unit Clothes Washer (gal)	Dishwasher (gal)	Dishwashing (gal)	Total (gal)
0 BR	374.13	228.13	334.58	196.61	-	9.73	-	1143.18
1 BR	748.25	456.25	669.17	393.23	-	19.47	-	2286.36
2 BR	1122.38	684.38	1003.75	589.84	-	29.20	-	3429.54
3 BR	1496.50	912.50	1338.33	786.45	-	38.93	-	4572.72
4 BR	1870.63	1140.63	1672.92	983.07	-	48.67	-	5715.90
5 BR	2244.75	1368.75	2007.50	1179.68	-	58.40	-	6859.08
6 BR	2618.88	1596.88	2342.08	1376.29	-	68.13	-	8002.26

Location	Arlington County, VA
Supplier Name	Arlington County, VA
WATER SUPPLY TARIFF	Residential
Effective Date	6/30/2026
Measurement Units	Gallons
Monthly Charge (\$/month)	5.61
Floor (\$)	
Ceiling (\$)	
Size of First Block (Units)	3000
Size of Second Block (Units)	remainder
Size of Third Block (Units)	
Size of Fourth Block (Units)	
Cost of First Block (\$/Unit)	0.004540
Cost of Second Block (\$/Unit)	0.007270
Cost of Third Block (\$/Unit)	
Cost of Fourth Block (\$/Unit)	
Extra Charges (\$/Unit)	
Taxes (%)	
SEWER TARIFF	Residential
Effective Date	6/30/2026
Measurement Units	Gallons
Monthly Charge (\$/month)	4.66
Floor (\$)	
Ceiling (\$)	
Size of First Block (Units)	remainder
Size of Second Block (Units)	
Size of Third Block (Units)	
Size of Fourth Block (Units)	
Cost of First Block (\$/Unit)	0.010480
Cost of Second Block (\$/Unit)	
Cost of Third Block (\$/Unit)	
Cost of Fourth Block (\$/Unit)	
Extra Charges (\$/Unit)	
Taxes (%)	

M. OPERATING EXPENSES

Administrative:

Use Whole Numbers Only!

1. Advertising/Marketing		\$0
2. Office Salaries		\$0
3. Office Supplies		\$2,677
4. Office/Model Apartment	(type _____)	\$0
5. Management Fee		\$53,996
<u>4.41%</u> of EGI	<u>\$1,018.79</u> Per Unit	
6. Manager Salaries		\$48,403
7. Staff Unit (s)	(type _____)	\$0
8. Legal		\$2,726
9. Auditing		\$9,046
10. Bookkeeping/Accounting Fees		\$0
11. Telephone & Answering Service		\$6,511
12. Tax Credit Monitoring Fee		\$757
13. Miscellaneous Administrative		\$66,806
Total Administrative		\$190,923

Utilities

14. Fuel Oil		\$0
15. Electricity		\$36,535
16. Water		\$2,650
17. Gas		\$1,010
18. Sewer		\$1,325
Total Utility		\$41,520

Operating:

19. Janitor/Cleaning Payroll		\$0
20. Janitor/Cleaning Supplies		\$265
21. Janitor/Cleaning Contract		\$3,066
22. Exterminating		\$1,557
23. Trash Removal		\$5,300
24. Security Payroll/Contract		\$10,600
25. Grounds Payroll		\$0
26. Grounds Supplies		\$252
27. Grounds Contract		\$0
28. Maintenance/Repairs Payroll		\$47,246
29. Repairs/Material		\$5,209
30. Repairs Contract		\$15,673
31. Elevator Maintenance/Contract		\$0
32. Heating/Cooling Repairs & Maintenance		\$1,211
33. Pool Maintenance/Contract/Staff		\$0
34. Snow Removal		\$2,044
35. Decorating/Payroll/Contract		\$0
36. Decorating Supplies		\$0
37. Miscellaneous		\$474
Totals Operating & Maintenance		\$92,898

M. OPERATING EXPENSES

Taxes & Insurance

38. Real Estate Taxes		\$138,184
39. Payroll Taxes		\$8,421
40. Miscellaneous Taxes/Licenses/Permits		\$12,723
41. Property & Liability Insurance	\$502 per unit	\$26,606
42. Fidelity Bond		\$0
43. Workman's Compensation		\$1,765
44. Health Insurance & Employee Benefits		\$13,136
45. Other Insurance		\$2,385
Total Taxes & Insurance		\$203,220

Total Operating Expense

\$528,561

Total Operating Expenses Per Unit

\$9,973

C. Total Operating

43.12%

Expenses as % of EGI

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

\$15,900

Total Expenses

\$544,461

Vacancy Rate Documentation

Turnover

The following table illustrates reported turnover for the comparable properties.

TURNOVER			
Property Name	Program	Tenancy	Annual Turnover
Crystal House I And II	LIHTC/Market	Family	30%
Jackson Crossing	LIHTC	Family	35%
Lacy Court Apartments	LIHTC	Family	15%
Riverhouse Apartments	LIHTC/Market	Family	30%
The Apex	LIHTC	Family	10%
Cortland on South Eads	Market	Family	37%
Crystal Flats	Market	Family	25%
Crystal Towers	Market	Family	30%
Park At Arlington Ridge	Market	Family	23%
The Milton	Market	Family	10%
Average Turnover			25%

The comparable properties reported turnover ranging between ten and 37 percent, with an overall average of 25 percent. The LIHTC comparables operate with an average turnover rate of 24 percent, which is similar to the 25 percent average reported by the market rate properties. Based on the performance of the LIHTC comparables, we expect the Subject will operate with a turnover rate of approximately 25 percent.

Vacancy

The following table summarizes overall weighted vacancy levels at the surveyed properties.

OVERALL VACANCY					
Property Name	Program	Tenancy	Total Units	Vacant Units	Vacancy %
Crystal House I And II	LIHTC/Market	Family	825	103	12.5%
Jackson Crossing	LIHTC	Family	78	1	1.3%
Lacy Court Apartments	LIHTC	Family	44	1	2.3%
Riverhouse Apartments	LIHTC/Market	Family	1,670	91	5.4%
The Apex	LIHTC	Family	256	8	3.1%
Cortland on South Eads	Market	Family	135	0	0.0%
Crystal Flats	Market	Family	199	15	7.5%
Crystal Towers	Market	Family	912	77	8.4%
Park At Arlington Ridge	Market	Family	836	27	3.2%
The Milton	Market	Family	253	7	2.8%
LIHTC Total			2,873	204	7.1%
Market Total			2,335	126	5.4%
Overall Total			5,208	330	6.3%

The comparable properties reported vacancy rates ranging from zero to 12.5 percent, with an overall weighted average of 6.3 percent. The average vacancy rate reported by the affordable comparables was 7.1 percent, above the 5.4 percent weighted average reported by the market rate properties. The contact at Crystal House I and II stated the vacancy was elevated due to the construction all around the area, a loss of parking during construction, and tenants are not looking to renew their lease. However, the contact noted that many vacant units are leased or are being filled from the waiting list, though they could not provide an exact estimate of how many are leased or how long the waiting list is. The contact also noted ten LIHTC units are pre-leased. Note, this property has historically reported elevated vacancy rates which we believe is property specific. All of the market rate properties reported vacancy rates of 8.4 percent or less. The contact at Crystal Flats did not provide a reason for the elevated vacancy; however, this property is located near the ongoing construction surrounding Crystal House which likely contributes to the high vacancy. The property is offering a concession to lease up units. The contact at Crystal Towers stated the elevated vacancy is high due to rent increases and construction in the area, and the property is offering a concession lease up units. Based on the performance of the comparables, we expect the Subject will operate with a vacancy rate of approximately five percent or less.

Tab S:

Supportive House Mandatory
Certification and Documentation

N/A

Tab T:

Funding Documentation

Capital Magnet Fund

March 6, 2025

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

Re: Wesley Melwood – 9 Subsidized Funding Commitment Letter

To Whom it May Concern:

On December 20, 2024, Wesley Housing Development Corporation (Wesley) received an award of Capital Magnet Funds (CMF) from the Community Development Financial Institutions Fund totaling \$3,750,000. See attachment. Wesley has committed up to \$790,000 of the CMF award to the Wesley Melwood – 9 project as a subject to cash flow subsidy loan under the terms and conditions described below:

Amount	\$790,000
Term	30 years or coterminous with senior debt
Interest Rate	1%
Payment	Cash Flow Contingent

All the best,

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

By: 
Name: Kamillah P. McAfee
Title: President and CEO



THE CAPITAL MAGNET FUND AWARD BOOK

FY 2024



CONTENTS

- 01 THE CAPITAL MAGNET FUND
- 02 CMF PROGRAM IMPACT TO DATE
- 04 GEOGRAPHIC AREAS SERVED BY CMF AWARD RECIPIENTS
- 05 LEVERAGE
- 05 GEOGRAPHIC IMPACT AREAS
- 05 PROJECTED HOUSING IMPACTS
- 06 FY 2024 CMF AWARD RECIPIENTS
- 07 LIST OF FY 2024 CMF AWARD RECIPIENTS
- 10 ADDITIONAL RESOURCES
- 10 PHOTO CREDITS



THE CAPITAL MAGNET FUND

The Capital Magnet Fund (CMF) helps create and preserve affordable housing for low-income families and economically distressed communities by attracting private capital.

CMF awards competitive grants to Community Development Financial Institutions (CDFIs) and qualified nonprofit housing organizations. These organizations use the grants to develop, rehabilitate, preserve, and purchase affordable housing, particularly housing targeted to low-, very low-, and extremely low-income families.¹ CMF Awards may also be used to finance economic development and community service facilities such as day care centers, workforce development centers, and health care clinics. These facilities will work in concert with affordable housing to revitalize distressed communities.

Award Recipients utilize the following financing tools to produce eligible projects within five years, with aggregate costs that are at least 10 times the size of the Award amount:

- loan loss reserves;
- loan funds;
- risk-sharing loans; and
- loan guarantees.

Most Award Recipients will use all their Award funds to finance affordable housing, although some Award Recipients, if approved, will expend up to 30% of the grant funds to finance economic development activities related to affordable housing.

Through CMF, the CDFI Fund seeks to promote activities in geographically diverse areas of economic distress, including metropolitan and rural areas across the United States. Award Recipients may finance activities in a single state or across several states (multistate).

CMF HISTORY:

The Capital Magnet Fund was established by the Housing and Economic Recovery Act of 2008. Funding for the program comes from the

¹ Low-Income is defined as 80% of the Area Median Income (AMI) or below, Very Low-Income is 60% of AMI or below, and Extremely Low-Income is 30% of AMI or below.

Government-Sponsored Enterprises Fannie Mae and Freddie Mac and varies from year to year. Recipients have five years to complete projects after receiving the Award.

Through the eight previous rounds, the CDFI Fund has awarded grants totaling nearly \$1.4 billion to CDFIs and qualified nonprofit organizations, requiring a minimum of \$13.9 billion in public and private investment. Of reported projects, Award Recipients have attracted nearly \$18.7 billion in total leverage.



CMF PROGRAM IMPACT TO DATE

COMPLETED CMF PROJECTS

\$428.7 million of CMF funding has been fully disbursed to projects that have been completed, generating \$12.7 billion in eligible project costs (leverage plus the CMF Award).

As of September 30, 2023, projects completed by fiscal years (FY) 2016-2021 Award Recipients include:



Rental Housing

\$372.9 million to finance or support 55,665 eligible units.



Economic Development

\$3.5 million for 11 facilities that are community-serving.

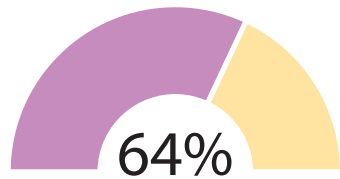


Homeownership

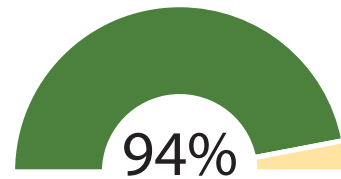
\$52.3 million to finance or support 7,431 eligible units.

These projects have leveraged **\$12.3 BILLION** including \$10.2 billion in private capital.

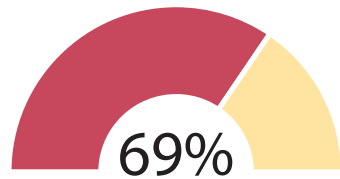
Award Recipients from FY 2016 to FY 2021 reported that:



64% of the rental units developed have been affordable for Very Low-Income and Extremely Low-Income Families.

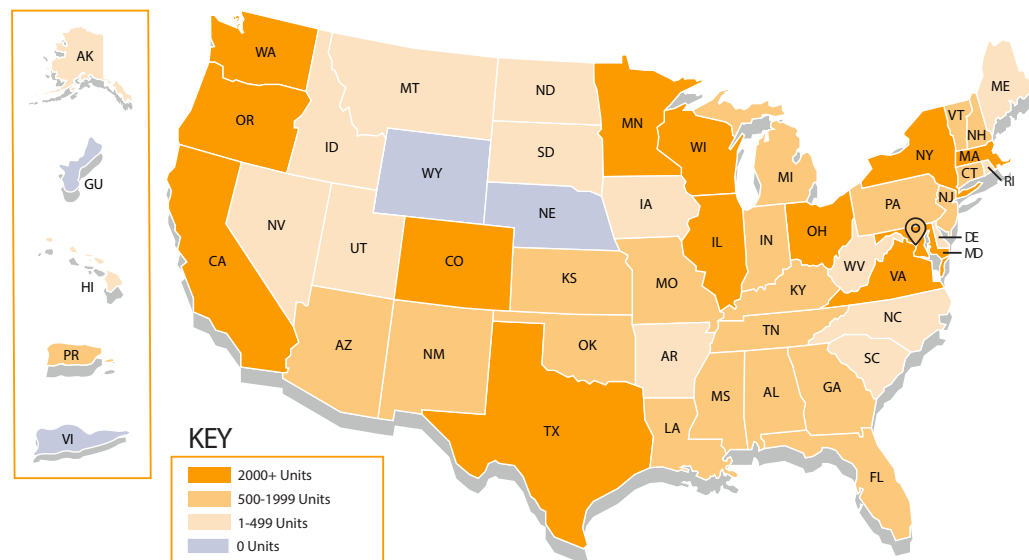


94% of the homeownership units have been affordable for Low-Income Families.

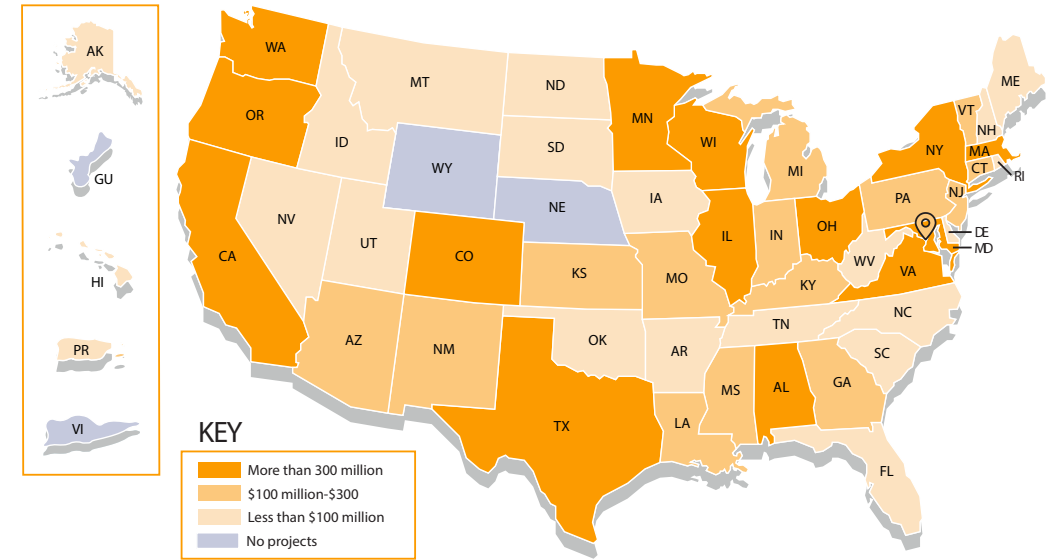


69% of all units are located in High Housing Need Areas or Areas of Economic Distress.

CMF SUPPORTED UNITS



CMF FUNDS LEVERAGED



CMF PROJECTS UNDER DEVELOPMENT

CMF Recipients have five years to complete the affordable housing and economic development projects to which they have committed CMF Award funds. Based on reporting received by the end of FY 2023, to date:

Approximately \$507.9 million of CMF funding has been committed to projects currently under development or under construction that are estimated to generate \$23.8 billion in eligible project costs (leverage plus the CMF Award).

Projects committed and under development or under construction by FY 2016 - FY 2021 Award Recipients include:



Rental Housing

\$488 million to finance or support 52,000 eligible units.



Economic Development

\$7.4 million for 12 facilities that are community-serving.

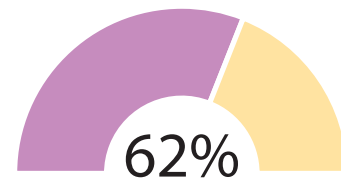


Homeownership

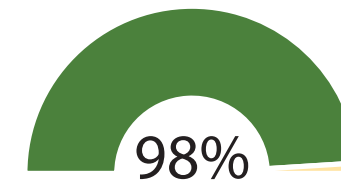
\$12.4 million to finance or support 517 eligible units.

These projects are expected to leverage **\$23.3 BILLION** including \$17.0 billion in private capital.

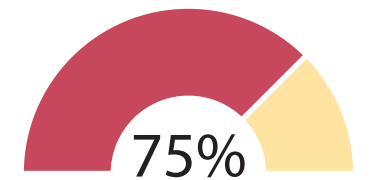
FY 2016 - FY 2021 Award Recipients have projected that:



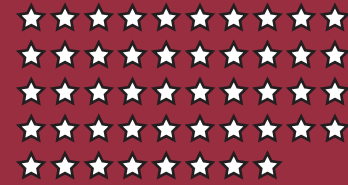
62% of the rental units will be affordable for Very Low-Income and Extremely Low-Income Families.



98% of the homeownership units will be affordable for Low-Income Families.



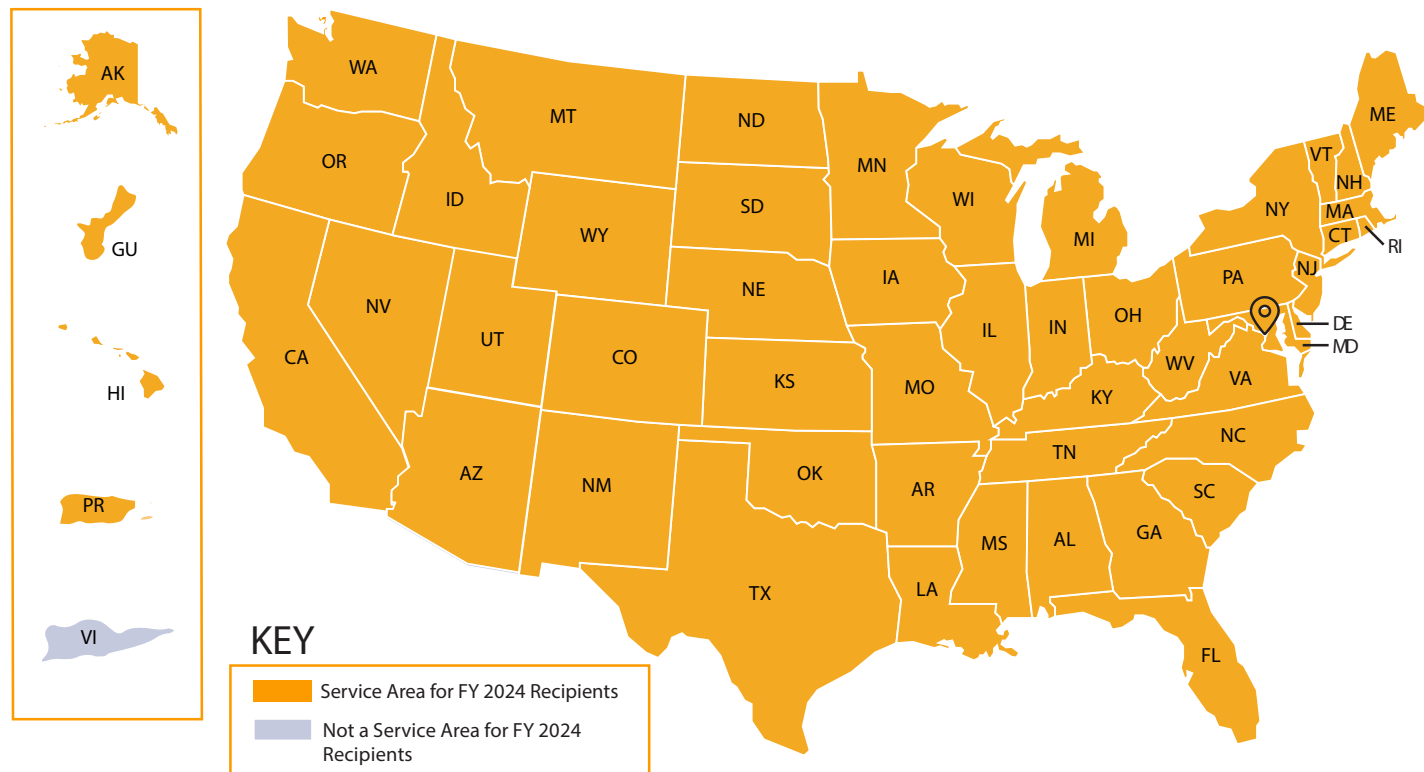
75% of all units will be located in High Housing Need Areas or Areas of Economic Distress.



48 organizations
RECEIVED \$246.4
million in CMF
AWARDS.

GEOGRAPHIC AREAS SERVED BY CMF AWARD RECIPIENTS

The 48 FY 2024 Award Recipients will collectively serve 50 states, the District of Columbia, Guam, and Puerto Rico. The Award Recipients are headquartered in 22 states, the District of Columbia, and Guam.



LEVERAGE¹

Awards are projected to leverage nearly
\$8.9 BILLION
in public and private investment.



77% (approx.)
of the leverage is projected to
come from private investment.

GEOGRAPHIC IMPACT AREAS

Award Recipients will serve diverse communities throughout the nation including areas of economic distress, high opportunity areas, and rural areas.



95%

of homeownership units are
projected to be located in
areas of economic distress or
serving low-income families.



82%

of rental units are projected
to be located in areas of
economic distress and/or
high opportunity areas.

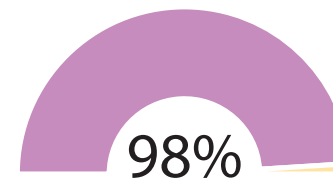


52%

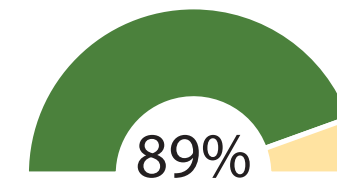
of Award Recipients plan
to invest a portion of their
Award in rural areas.

PROJECTED HOUSING IMPACTS

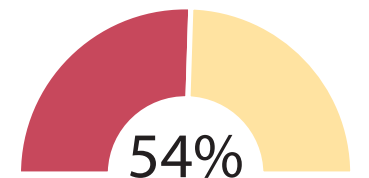
Award Recipients plan to develop more than **26,400 affordable housing units**, including more than 25,600 rental units and more than 750 homeownership units.



of all housing units
will be developed for
Low-Income Families.



of the homeownership
units will be developed
for Low-Income Families.



of the rental units will
be developed for very
Low-Income Families.

¹ Award Recipients are required to leverage their Awards by a minimum of 10:1 but frequently exceed that requirement.

FY 2024 CMF AWARD RECIPIENTS

CMF AWARD DEMAND

AWARD RECIPIENTS VS. APPLICANTS

48 organizations out of 136 applicants were awarded CMF funds.



TOTAL AWARDED VS. TOTAL REQUESTED

A total of \$246.4 million was awarded out of \$1.1 billion requested.



AWARD RECIPIENT ORGANIZATION TYPES

Applicants and Award Recipients include both CDFIs and Nonprofit Housing Organizations.

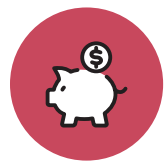


CDFI AWARD RECIPIENTS INCLUDE:



84%

21 Loan Funds



12%

3 Banks or Thrifts



4%

1 Depository Institution Holding Company

LIST OF FY 2024 CMF AWARD RECIPIENTS

Award Recipient	City	State	Service Area	Organization Type	Amount Awarded
Artspace Projects, Inc.	Minneapolis	MN	Multi-State	Nonprofit Housing Organization	\$3,375,000
Atlanta Neighborhood Development Partnership, Inc.	Atlanta	GA	Statewide	Nonprofit Housing Organization	\$1,500,000
BlueHub Loan Fund Inc	Boston	MA	Multi-State	CDFI	\$4,500,000
Central Bank of Kansas City	Kansas City	MO	Multi-State	CDFI	\$9,000,000
CHN Housing Partners	Cleveland	OH	Multi-State	Nonprofit Housing Organization	\$3,375,000
Cinnaire Lending Corporation	Chicago	IL	Multi-State	CDFI	\$7,500,000
Colorado Housing and Finance Authority	Denver	CO	Statewide	Nonprofit Housing Organization	\$4,500,000
Community Builders, Inc., The	Boston	MA	Multi-State	Nonprofit Housing Organization	\$4,500,000
Community Development Trust, LP, The	New York	NY	Multi-State	CDFI	\$6,750,000
Community Housing Partners	Christiansburg	VA	Multi-State	Nonprofit Housing Organization	\$9,000,000
Connecticut Housing Finance Authority	Rocky Hill	CT	Statewide	Nonprofit Housing Organization	\$2,000,000
Core Tech Capital, Inc.	Tamuning	GU	Multi-State	CDFI	\$3,375,000
Corporation for Supportive Housing	New York	NY	Multi-State	CDFI	\$5,250,000
Culleywood Capital	Jackson	MS	Multi-State	CDFI	\$9,000,000
Eden Housing, Inc.	Hayward	CA	Statewide	Nonprofit Housing Organization	\$9,000,000
Enterprise Community Loan Fund, Inc.	Columbia	MD	Multi-State	CDFI	\$6,000,000
Florida Community Loan Fund	Orlando	FL	Statewide	CDFI	\$4,500,000
Foundation Communities, Inc.	Austin	TX	Statewide	Nonprofit Housing Organization	\$5,000,000
Foundation for Affordable Rental Housing Holdings Inc.	Atlanta	GA	Multi-State	Nonprofit Housing Organization	\$6,750,000
Greater Minnesota Housing Fund	St. Paul	MN	Statewide	CDFI	\$9,000,000



Award Recipient	City	State	Service Area	Organization Type	Amount Awarded
Home Headquarters, Inc.	Syracuse	NY	Statewide	CDFI	\$1,000,000
Homewise, Inc.	Santa Fe	NM	Statewide	CDFI	\$3,360,000
Housing Partnership Fund, Inc., The	Boston	MA	Multi-State	CDFI	\$1,500,000
IFF	Chicago	IL	Statewide	CDFI	\$2,000,000
Impact Development Fund	Loveland	CO	Statewide	CDFI	\$4,500,000
Legacy Bank & Trust Company	Mountain Grove	MO	Multi-State	CDFI	\$9,000,000
Low Income Investment Fund	San Francisco	CA	Multi-State	CDFI	\$4,500,000
Massachusetts Housing Finance Agency	Boston	MA	Statewide	Nonprofit Housing Organization	\$9,000,000
Mercy Community Capital	Denver	CO	Multi-State	CDFI	\$7,500,000
Midpen Housing Corporation	Foster City	CA	Statewide	Nonprofit Housing Organization	\$6,600,000
Midwest Housing Development Fund, Inc.	Omaha	NE	Multi-State	CDFI	\$4,500,000
Mission First Housing Development Corporation	Washington	DC	Multi-State	Nonprofit Housing Organization	\$4,500,000
National Church Residences	Columbus	OH	Multi-State	Nonprofit Housing Organization	\$4,500,000
National Community Renaissance of California	Rancho Cucamonga	CA	Statewide	Nonprofit Housing Organization	\$2,000,000
New York Institute for Human Development, Inc.	New York	NY	Statewide	Nonprofit Housing Organization	\$3,375,000
Ohio Capital Finance Corporation	Columbus	OH	Multi-State	CDFI	\$8,000,000
Preservation of Affordable Housing, Inc.	Boston	MA	Multi-State	Nonprofit Housing Organization	\$4,500,000
Resource Housing Group, Inc.	Atlanta	GA	Multi-State	Nonprofit Housing Organization	\$2,250,000
Rural Community Assistance Corporation	West Sacramento	CA	Multi-State	CDFI	\$6,750,000
San Francisco Housing Accelerator Fund, The	San Francisco	CA	Statewide	CDFI	\$5,062,500

Award Recipient	City	State	Service Area	Organization Type	Amount Awarded
San Luis Obispo County Housing Trust Fund	San Luis Obispo	CA	Statewide	CDFI	\$4,500,000
Security Bancshares, Inc.	Paris	TN	Multi-State	CDFI	\$6,500,000
Tohono Oodham KiKi Association	Sells	AZ	Statewide	Nonprofit Housing Organization	\$1,987,500
United Bank	Atmore	AL	Multi-State	CDFI	\$9,000,000
Vermont Housing Finance Agency	Burlington	VT	Statewide	Nonprofit Housing Organization	\$4,500,000
Wakeland Housing and Development Corporation	San Diego	CA	Statewide	Nonprofit Housing Organization	\$3,375,000
Wesley Housing Development Corporation	Alexandria	VA	Multi-State	Nonprofit Housing Organization	\$3,750,000
Wisconsin Housing Preservation Corp.	Madison	WI	Statewide	Nonprofit Housing Organization	\$4,500,000



ADDITIONAL RESOURCES

[Click here to learn more about CMF on our website.](#)

[Click here to explore where in the country CMF award recipients are serving.](#)

[Click here to learn more about the Application Demand for FY 2024.](#)

[Click here for information on the CMF Interim Rule \(effective June 25, 2024\).](#)

Visit www.cdfifund.gov to learn about other CDFI Fund programs and how to apply.

PHOTO CREDITS

Front cover: Framing carpenters at work.

Contents page: Multifamily townhouse.

Page 1: Home construction workers in Denver, Colorado.

Page 10: Multifamily housing in downtown Los Angeles, California.

Back cover: Homes in Northwestern Kansas.



VISION

The vision of the Community Development Financial Institutions Fund (the CDFI Fund) is an America in which all people and communities have access to the investment capital and financial services they need to prosper.

MISSION

The CDFI Fund's mission is to expand economic opportunity for underserved people and communities by supporting the growth and capacity of a national network of community development lenders, investors, and financial service providers.



The Disability Opportunity Fund



February 28, 2025

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

Re: Financing Commitment, Wesley-Melwood 9

Ladies and Gentlemen:

The Disability Opportunity Fund is a community development financial institution that advocates for and finances increased access to affordable housing and related services for people with disabilities (“DOF”). The DOF has reviewed your request for funding and is pleased to provide this commitment (the “Commitment”) to make a permanent loan in the principal amount of up to \$3,000,000.00 (the “Loan”) to 23rd Redevelopment Owner LLC (the “Borrower”) to provide financing for Wesley-Melwood 9 Apartments, that is consistent with the application and approvals for such Loan (the “Project”). This Commitment is conditioned on the Borrower obtaining a reservation of low income housing tax credits from Virginia Housing (“VH”) for the Project that is consistent with the application submitted to VHDA for its 2025 funding round.

The Loan will bear interest at a rate not to exceed the eight percent (8.0%) for a term of thirty-five (35) years, or longer to be coterminous with the senior debt. The payment of principal and interest shall be made out of a portion of cash flow.

The Borrower will comply with any approvals for financing from VH and the DOF. The Loan will be made in accordance with the procedures of the DOF and will be documented with the DOF’s form of loan documents that will be consistent with the requirements of VH and the low income housing tax credit program. The DOF is providing this letter to VH solely for the purpose of the application for a reservation of low income housing tax credits for the Project.

We are looking forward to working with you.

Sincerely,

Charles D. Hammerman
President and CEO
Disability Opportunity Fund

HUD Community Project Funding



March 4, 2025

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

Re: Wesley Melwood – 9 Subsidized Funding Commitment Letter

To Whom it May Concern:

On August 28, 2024, Melwood Horticultural Training Center, Inc. (Melwood) received a grant commitment of \$500,000 from the Community Project Funding (CPF) administered by the Department of Housing and Urban Development (HUD). See attachment. Melwood has committed up to \$500,000 of the CPF grant to the Wesley Melwood – 9 project as a subject to cash flow subsidy loan under the terms and conditions described below:

Amount	\$500,000
Term	30 years or coterminous with senior debt
Interest Rate	1%
Payment	Cash Flow Contingent

All the best,

MELWOOD HORTICULTURAL TRAINING CENTER, INC.

Signature

Larysa Kautz

Printed Name

President & CEO

Title



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, D.C. 20410-1000

OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT

Wednesday, August 28, 2024

Heather R. Sherman, CAP, JD
Vice President, Fund Development
Melwood Horticultural Training Center, Inc.
5606 Dower House Road
Upper Marlboro, MD 20772
Email: hsherman@melwood.org

Dear Community Project Funding Grantee,

In the Consolidated Appropriations Act, 2024 (Public Law 118-42) (the FY2024 Act), and the Further Consolidated Appropriations Act, 2024 (Public Law 118-47) (the Further FY2024 Act) Congress made \$3,290,054,336 in funding available for Community Project Funding (CPF). These CPF awards are administered by the Department of Housing and Urban Development (HUD). HUD received the information below about your project from Congress. A Grant Number has been added and will be the unique identifier for your project throughout the grant process.

Grant Number: B-24-CP-VA-2190
Project: Melwood Affordable Housing Redevelopment Project
Grantee/Recipient: Melwood Horticultural Training Center, Inc.
Amount: \$500,000
HUD Grant Officer: Angela Dyer / Angela.M.Dyer@hud.gov
HUD System Officer: Janai C. Streat / Janai.C.Streat@hud.gov
HUD Regional Environmental Officer: David Storms / David.A.Storms@hud.gov

This letter outlines initial grant award requirements and information needed from you to get started. This Grant Award Package also includes: The “FY2024 Community Project Funding Grant Guide” (FY2024 CPF Grant Guide), the template for your FY2024 Community Project Funding Grant Agreement, and the forms required to complete and submit information online to populate before we sign your FY2024 CPF Grant Agreement. A brief overview of these documents is below:

- 1) **FY2024 CPF Grant Guide**: The FY2024 CPF Grant Guide provides instructions for completing the requested information and filling out the required administrative forms to initiate your FY2024 CPF Grant Agreement. Please refer to this document as it includes important information and forms for accessing the online system (DRGR), as well as other information concerning reporting requirements.

2) FY2024 CPF Grant Agreement for this Award: The FY2024 CPF Grant Agreement specifies the applicable statutory provisions, regulations, and administrative requirements for this award. Please make sure all grantee information and award-specific information is entered completely and accurately before signing this Agreement. When you submit your grant materials on our DRGR Grant Processing Module it will create your customized FY2024 CPF Grant Agreement.

3) Standard Forms and Required Materials: The following forms will be needed:

- a. Form HUD-1044, Assistance Award/Amendment Form (Attached)
- b. Standard Form–424 Application for Federal Assistance (in the online system)
- c. SF-424-B, Assurances for Non construction Programs, and/or SF-424-D, Assurances for Construction Programs (in the online system)
- d. SF-LLL Disclosure of Lobbying Activities (as applicable in the online system):
<https://www.grants.gov/forms/forms-repository/sf-424-family>
- e. SF-1199A - Direct Deposit Sign-Up Form: <https://www.gsa.gov/system/files/SF1199A-20.pdf> The form is to be completed by the grantee and grantee's financial institution. Grantees will need to submit the completed form and upload to DRGR.

Grant Award Process Overview

Below is a step-by-step walk-through of the process and necessary documents and forms to execute your FY2024 CPF Grant Agreement. This process and the forms are also available in the FY2024 CPF Grant Guide, which can also be found on the program's webpage at:

https://www.hud.gov/program_offices/comm_planning/edi-grants/FY_2024 on HUD.gov and on this webpage <https://www.hudexchange.info/programs/cpf/> on the HUD Exchange.

1. Grantees should review the Grant Award Package documents.
2. Grantees should initiate or complete the HUD environmental review.
3. Grantees gather all required information and submit to HUD using the online system DRGR.
4. HUD provides access to DRGR system to access the Grant Processing Module to submit required information, answer questions, and upload documents. Once all required information is submitted online HUD will review the completed grant materials submitted.
5. HUD staff will review the information and documents for completeness. If there are any deficiencies the corrections and/or clarifying questions will be shared with the grantee for correcting or answering the clarifying questions. If not, HUD staff will submit the package internally for a second level review. Then, the Acting Director for the Congressional Grants Division will review the grant package. Finally, your Grant Agreement will be executed.
6. HUD will notify the grantee that their FY2024 Grant Agreement has been fully executed and will share additional materials with the grantee to complete to begin the payment processing activities to receive your funds.

Training and Tools

FY2024 CPF Onboarding Event: This event will take place in September. We will review this letter and grant award package materials along with sharing next steps and how to sign up for a cohort. The event will be recorded and shared online after the event.

FY2024 CPF Grantee Cohorts: This provides you and your staff the opportunity to register for a four-part training for how to prepare your grant materials and submit them online. Information about the registration will be shared via email and during the FY2024 CPF Onboarding Event.

FY2024 CPF Grantee Webinar Series: This provides you and your staff with information about the regulations, requirements, and processes for your grant. Information about the registration for the webinar series will be shared via email and during the FY2024 CPF Onboarding Event.

FY2024 CPF Grantee Online HUD Exchange Resources: This website page includes general information and your specific Fiscal Year information along with links to past and future technical assistance opportunities. The site is also used for you to register for our listserv and for communicating updates to you and those on the listserv.

Overview of Requirements

CPF grants are subject to several Federal requirements. HUD will provide additional information and further clarification regarding applicable requirements and the grant award process in upcoming webinars and additional technical assistance. The most essential requirements include:

- 1) **Administrative Requirements:** CPF grants are subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200).
- 2) **HUD Environmental Review Requirements:** EDI/CPF grants, like all projects funded by HUD, are subject to requirements under the National Environmental Policy Act (NEPA), HUD's NEPA-implementing regulations at 24 CFR Part 50 or 24 CFR Part 58, and appropriate federal environmental and historic preservation laws, regulations, and Executive Orders.
 - To be eligible, activities and expenses must comply with applicable Federal requirements. This includes administrative requirements under 2 CFR Part 200, environmental laws, statutes and Executive Orders, and other "cross-cutting" federal requirements adhered to by HUD.
 - If the environmental review is being conducted by a local government responsible entity under Part 58, a Request for Release of Funds and Certification must be approved by HUD, as applicable. If the environmental review is being completed by HUD under Part 50, the environmental review must be approved and certified by HUD.

- HUD defines the “Federal Nexus” for a program or project as the event that triggers the requirements for federal environmental review under a host of laws, regulations, and Executive Orders, including the prohibition on choice limiting actions.
- For FY2024 grants, the date of the Act's enactment (March 9, 2024) is the federal nexus for compliance with all environmental laws. Once a project is federalized, in keeping with the National Environmental Policy Act (NEPA) and HUD’s NEPA-implementing regulations at 24 CFR Part 50 or 24 CFR Part 58, environmental reviews must be completed, and all necessary HUD approvals must be obtained prior to taking any choice limiting actions, such as acquisition, construction, ground disturbance, and entering into contracts.
- Further explanation and guidance on choice limiting actions and the environmental review process, including historic preservation review, is included within the CPF Grant Guide and on the program’s webpage at: <https://www.hudexchange.info/programs/cpf/>.
- Some projects may already be underway at the time of federal nexus and while it is still best practice to stop all work after the federal nexus before the environmental review is complete for EDI/CPF projects that are already underway at time of federal nexus, grantees are allowed to perform activities after the federal nexus, but only for activities which are part of a pre-nexus contract that obligates them to do so. However, grantees would be doing so at their own risk, as any activity performed, or proposed to be performed, after the federal nexus must be included in the project scope of a satisfactory environmental review to be reimbursable.
- A satisfactory review must show that the project activities will not result in unmitigable environmental harm and must not preclude consultation with the appropriate environmental authorities such as the State Historic Preservation Office (SHPO). Environmental authorities may refuse to consult if physical impacts are made to a site before consultation.
- HUD conducted a nationwide environmental review for FY24 EDI/CPF soft costs to clear activities such as administrative, planning, and operations and maintenance costs (including costs to prepare an environmental review). After execution of the Grant Agreement, eligible soft costs can be incurred after March 9, 2024 (see 2 CFR 200.403). Eligible hard costs can be reimbursed if incurred after a full environmental review is completed (see 2 CFR 200.403).
- HUD Environmental Officers:
<https://www.hud.gov/sites/dfiles/CPD/documents/Community-Project-Funding-Portfolio-Assignments.pdf>.

If you, or your staff, have any questions regarding how to complete or submit the requires documents, please feel free to contact your Grant Officer or System Officer. Please note while your Grant Officer may change over time, we have a team approach to managing your project. Please include your grant number and project in all email correspondence. We look forward to working with you on this important project!

Sincerely,

Nadab Bynum

Nadab Bynum
Acting Deputy Assistant Secretary
for Economic Development

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

N/A

Tab W:

Internet Safety Plan and Resident Information Form

Wesley Melwood - 9 Resident Internet Safety Plan and Resident Information Form

The following is a draft of the documents that will be included into the property's Resident Internet Rules, Regulations and Education Information Packet; Acknowledgement Form and the Internet Security Plan for the community. This is a draft and is intended to be representative of the type of information that would be provided to the residents, signed and copies maintained in resident files. Once the specific internet provider is selected, this will be finalized utilizing the most current information and best practices related to internet safety.

DRAFT

Internet Safety Plan: Resident Internet Rules, Regulations and Education Information

Rent includes free individual wireless or wi-fi internet access provided at a minimum of 100 Mbps download and 20Mbps upload speed accessible in each apartment at no additional cost to the residents. Free community room wi-fi is provided and restricted to residents in the property. Access to the community room wi-fi is through a rotating password. This Internet Usage Policy includes the rules and guidelines regarding the appropriate use of property-owned equipment, network and Internet access. The intention of this Policy is to protect both the property and all residents and their guests as a guide to the acceptable use of the property provided free Wireless network facilities and services in individual apartments as well as in the community room through a rotating wi-fi password.

Any individual connected to the Wesley Melwood - 9 Wireless Network in order to use it directly or to connect to any other network(s), must comply with this Policy, the stated purposes and acceptable use policies of any other network(s) or host(s) used, and all applicable laws, rules, and regulations.

Use of the Wesley Melwood - 9 Internet is permitted and encouraged where such use supports the productive and safe use of internet for all property residents and their guests. However, access to the Internet through Wesley Melwood - 9 is a privilege and all residents must adhere to the policies concerning resident community room computer use and Internet usage. Violation of these policies could result in disciplinary and/or legal action leading up to and including termination of residency. Residents may also be held personally liable for damages caused by any violations of this policy. All residents are required to acknowledge receipt and confirm that they have understood and agree to abide by the rules hereunder.

Wesley Melwood - 9 makes no representations or warranties concerning the availability or security of the Wesley Melwood - 9 provided wireless internet or internet in the community room. By using the Wesley Melwood - 9 wireless network you agree to defend, indemnify and hold harmless Wesley Melwood - 9 for any losses or damages that may result from your use of the Wesley Melwood - 9 wireless network.

Wesley Melwood - 9 takes no responsibility and assumes no liability for any content uploaded, shared, transmitted, or downloaded by you or any guests, or for anything you may encounter or any data that may be lost or compromised while connected to the Wesley Melwood - 9 Wireless Network.

Wesley Melwood - 9 reserves the right to disconnect any user at any time and for any reason. The Wesley Melwood - 9 Wireless Network is provided as a courtesy to allow our residents access to the internet. Users will not be given access to the Wesley Melwood - 9 intranet or permission to install any software on any computers or equipment owned by the property and offered to residents for access as appropriate.

Wesley Melwood - 9 will provide access to a working wireless internet network. If the network malfunctions or does not work as a result of the service provider, it will be incumbent on the service provider to remedy the situation as quickly as possible to continue to provide internet access to all residents.

Residents have the right to choose not to use Wesley Melwood - 9 provided wireless internet network.

All terms and conditions as stated in this document are applicable to all users including residents and their guests of the Wesley Melwood - 9 network and Internet connection. All terms and conditions as stated in this document reflect an agreement of all parties and should be governed and interpreted in accordance with the policies and procedures mentioned above. Any user violating these policies is subject to disciplinary actions deemed appropriate by Wesley Melwood - 9.

Internet Security Plan

Wesley Melwood - 9 will provide access to a working wireless internet. It is the responsibility of the resident to use personal networking devices (i.e. computer, laptop, iPad etc.) to set up the connection and directly utilize the network in individual apartments. It is recommended that residents keep up-to-date virus and malware software on their own technological devices as this is an open community network.

Community Center Internet Security

- The rotating password wireless network in the community room will be available during posted hours as is provided in an attempt to maintain a high level of safety;
- Residents and their guests are expected to use the Internet responsibly and productively;
- The equipment, services and technology used to access the Internet in the resident community room are the property of Wesley Melwood - 9 and Wesley Melwood - 9 reserves the right to monitor Internet traffic and monitor and access data that is composed, sent or received through its online connections.
- All sites and downloads may be monitored and/or blocked by Wesley Melwood - 9 if they are deemed to be harmful and/or not productive to the community; and
- If Wesley Melwood - 9 provides any computers for resident use, the installation of software such as instant messaging technology is strictly prohibited on community room computers.

Property Wireless Network Security

Inappropriate use of Wesley Melwood - 9 Wireless Network is not permitted. Unacceptable use of the internet by residents and their guests includes, but is not limited the guidelines listed below that Wesley Melwood - 9 may at any time use to make a determination that a particular use is inappropriate:

- Users must respect the privacy and intellectual property rights of others;
- Users must respect the integrity of Wesley Melwood - 9 network and any other public or private computing and network systems;
- Use of the Wesley Melwood - 9 Wireless Network for malicious, fraudulent, or misrepresentative purposes is prohibited;
- The Wesley Melwood - 9 Wireless Network may not be used in a manner that precludes or hampers other users access to Wesley Melwood - 9 Wireless Network or other any other networks;
- Sending or posting discriminatory, harassing, or threatening messages or images on the Internet;
- Perpetrating any form of fraud, and/or software, film or music piracy;
- Stealing, using, or disclosing someone else's password without authorization;
- Downloading, copying or pirating software and electronic files that are copyrighted or without authorization;
- Hacking into unauthorized websites is prohibited; or
- Introducing malicious software onto the community network and/or jeopardizing the security of the community's network.

If a resident is unsure about what constitutes acceptable Internet usage, then he/she should ask the Property Manager for further guidance and clarification.

Resident Internet Rules, Regulations and Education Information Acknowledgement Form: Certification of Receipt

Resident: I (We) have received a copy of the Wesley Melwood - 9 Resident Internet Information Packet which includes a copy of the Resident Internet Rules, Regulations and Education Information and the Internet Security plan for Wesley Melwood - 9. I (We) further agree to abide by same during our tenancy. All members of the household will be instructed to abide by these Rules and Regulations. I (We) understand that violation of these rules is a violation of my/our Lease Agreement and can lead to legal action and possibly termination of tenancy. If legal action should become necessary, the Resident has the right to obtain legal council to present a defense in court.

Resident: _____

Resident: _____

Address: _____

Date: _____

Witnessed by: _____

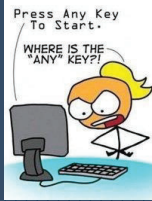




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Introduction to Cyber Security

Cyber Security Issues for Non-Technical Computer Users



Overview

- About the OAG's Computer Crime Section
- What is Cyber Security?
- Virus Basics & Protecting Yourself
- Wireless Network Security
- Cloud Computing Security
- Mobile Device Security
- Geotagging
- Practicing Good Security Habits
- Additional Resources
- Contact Information



About the OAG's Computer Crime Section

- Formed in July 1999
- Investigates and Prosecutes under Virginia Computer Crimes Act 18.2-(152.1-152.16)
- Prosecuted Illegal Spamming (first law of its kind in U.S.)
- Prosecutes Child Pornography/Exploitation Cases
- Investigates and Prosecutes Identity Theft
- Assists Local, State, and Federal Law Enforcement as well as Prosecutors
- Coordinates VA's Internet Crime Fighting.



What is Cyber Security?



What is Cyber Security?

- Almost Everything Relies on Computers and the Internet Now:
 - Communication (e-mail, cell phones)
 - Entertainment (digital cable, mp3's)
 - Transportation (car engines, airplane navigation)
 - Shopping (online stores, credit cards)
 - Medicine (equipment, medical records)
- Cyber security involves protecting that information by Preventing, Detecting, and Responding to attacks on electronic data.



What Can You Do?

- Protect Yourself by Recognizing the Following:
 - Identifying the Risks
 - Understanding the Terminology





What Are the Risks?

- Among These Dangers Are:
 - Viruses erasing your entire system
 - Someone breaking into your system and altering files
 - Someone using your computer to attack others
 - Someone stealing your credit card information and making unauthorized purchases.
- There's not a 100% guarantee you'll be protected, but there are steps you can take to minimize the chances.



Terminology

- Hacker, Attacker, or Intruder
 - Applied to the people who seek to exploit weaknesses in software and computer systems for their own gain.
 - Attacks can be harmless, but usually are in violation of the intended use of the systems they are exploiting.
 - The results can range from mere mischief to malicious activity (i.e. stealing or altering information).



Terminology

- Malicious Code
 - Sometimes called malware, is a broad category that includes any code that could be used to attack your computer.
- Malicious code can have the following characteristics:
 - It might require you to actually do something before it infects your computer.
 - This action could be opening an email attachment or going to a particular web page.
 - Some malicious code claims to be one thing while in fact doing something different behind the scenes.
 - Once a machine is infected, the code can be passed on



Terminology

- Vulnerabilities
 - Often caused by programming errors in software.
 - Attackers might be able to take advantage of these errors to infect your computer/cell phone/smart phone.
 - It is important to apply updates or patches that address known vulnerabilities.
- Patches
 - Are updates that fix a particular problem or vulnerability within a program.
 - A version upgrade to a program may also be called a patch.



Patches

- When patches are available, vendors usually put them on their websites for users to download.
- It is important to install a patch as soon as possible.
- Some software will automatically check for updates, while others may offer automatic notifications.
 - If these automatic options are available, we recommend that you take advantage of them.
 - If they are not available, check your vendors' websites periodically for updates.



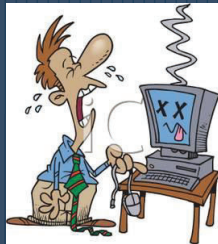
Patches

- Make sure that you only download software or patches from websites that you trust.
- Do not trust a link in an email message
 - Attackers have used email messages to direct users to malicious websites where users install viruses disguised as patches.
- Beware of email messages that claim that they have attached the patch to the message
 - Again, these attachments are often viruses.



Viruses

Virus Basics & Protecting Yourself



Virus Basics

What is a Virus?

- Small software program that is designed to spread from one computer to another and to interfere with computer operation.
- Some viruses are harmless, while others may damage or even destroy files.

Viruses used to be spread when people shared floppy disks and other portable media, now viruses are primarily spread through email messages.

Unlike worms, viruses often require some sort of user action (e.g., opening an email attachment or visiting a malicious web page) to spread.



Virus Basics

What is a Worm?

- A type of virus that can spread without human interaction.
- Worms often spread from computer to computer and take up valuable memory and network bandwidth, which can cause a computer to stop responding.
- Worms can also allow attackers to gain access to your computer remotely.



Virus Basics

What is a Trojan Horse?

- A computer program that is hiding a virus or other potentially damaging program.
- It can be a program that purports to do one action when, in fact, it is performing a malicious action on your computer.
- They can be included in software that you download for free or as attachments in email messages.



Virus Facts

Can I get a virus by reading my email messages?

- Yes & NO
- Most viruses, Trojan horses, and worms are activated when you open an attachment or click a link contained in an email message.
- If your email client allows scripting, then it is possible to get a virus by simply opening a message.
- It is best to limit what HTML is available in your email messages. The safest way to view email messages is in plain text.



Virus Facts

How Can I Avoid a Virus Infection From Email?

- Never open anything that is attached to an email message unless you know the contents of the file.
- If you receive an attachment from a familiar email address, but were not expecting anything, you should contact the sender before opening the attachment.
- If you receive a message with an attachment and you do not recognize the sender, you should delete the message.





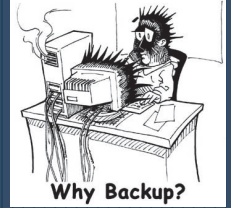
Avoiding Viruses

- Install Anti-Virus Software From a Reputable Vendor. Update It and Use It Regularly.
 - AVG, Microsoft Security Essentials, McAfee, Bitdefender, Avast!
- Scan for Viruses on a Regular Interval.
 - Most programs are set to run at least once a week.
- Install an "On Access" Scanner.
 - Included with most anti-virus programs.
 - Allows the user to scan files at any given time.



Avoiding Viruses

- Be careful about accepting files or clicking links you receive from chat rooms/online communities.
- Back up your data on a regular interval onto a disc or external hard drive.
 - In the event of a virus, this allows the user to utilize non-infected files.



Recognizing Fake Anti-Viruses

- What is a Fake Anti-Virus?
 - Malicious software (malware) designed to steal information from unsuspecting users by mimicking legitimate security software.
 - Makes numerous system modifications making it extremely difficult to terminate unauthorized activities and remove the program.
 - It also causes realistic, interactive security warnings to be displayed to the computer user.



Security Tip (ST10-001)
Recognizing Fake Antiviruses



Recognizing Fake Anti-Viruses

- How will I know if I am infected?
 - Extreme Presence of Pop-ups.
 - Most of these will display unusual security warnings and ask for credit card or personal information.



Security Tip (ST10-001)
Recognizing Fake Antiviruses



Wireless Network Security

Threats Have Gone Airborne



Wireless Network Security

- How do wireless Networks work?
 - Rely on radio waves rather than wires to connect computers to the internet.
 - A transmitter, AKA a wireless router, is wired into an internet connection. This provides a "hotspot" that transmits the connectivity over radio waves.
 - Computers that have a wireless capability and have permission to access the network can take advantage of the network connection.



Security Tip (ST05-003)
Securing Wireless Networks



Wireless Network Security

- What Security Threats are Associated with Wireless Networks?
 - Because wireless networks do not require a wired connection, it is possible for attackers who are within range to hijack or intercept an unprotected connection.
- Wardriving
 - Practice involving a person and a wireless device.
 - Drive around searching for unsecured wireless networks.
 - Often used with malicious intent.
 - Downloading Child Pornography, Stealing Personal Info.



Security Tip (ST05-003)
Securing Wireless Networks



Wireless Network Security

- What Can You do to Minimize the Risks?
 - Change Default Passwords
 - Most network devices, including wireless access points, are pre-configured with default administrator passwords to simplify setup.
 - Encrypt the Data on Your Network
 - WEP (Wired Equivalent Privacy) and WPA (Wi-Fi Protected Access) both encrypt information on wireless devices.
 - Encrypting the data would prevent anyone who might be able to access your network from viewing your data.



Security Tip (ST05-003)
Securing Wireless Networks



Wireless Network Security

- Install a Firewall
 - On both your computer and wireless network.
- Maintain Anti-Virus Software
 - Install on all devices and make sure your virus definitions are up to date.
 - Many of these programs also have additional features that may protect against or detect spyware and Trojan horses.



Security Tip (ST05-003)
Securing Wireless Networks



Cloud Computing

New Technology = New Risks



Cloud Computing

- What is the Cloud?
 - A subscription-based service where you can obtain networked storage space.
 - Examples: Google Docs, Skydrive, Dropbox
 - Just Think E-mail.
 - Not housed on your physical computer.
 - It can be accessed from anywhere.



Cloud Computing

- How Can You Use the Cloud?
 - Allows You to be Mobile.
 - Your computer does not have to be used for data storage.
 - Rather, it is just a means of accessing the Cloud.
 - A cloud provider may just own/house the hardware/software necessary to run your home or business applications.





Cloud Computing Types

Types of Clouds

- Public Cloud - Can be accessed by any subscriber with an internet connection and access to the cloud space.
- Private Cloud - Is established for a specific group or organization and limits access to just that group.
- Community Cloud - Is shared among two or more organizations that have similar cloud requirements.
- Hybrid Cloud - Is essentially a combination of at least two of the cloud types.



Cloud Computing Threats

- The information housed on the cloud is often seen as valuable to individuals with malicious intent. Why?
- More and More People are Transferring Data to the Cloud.
 - This leads to an increase in personal information and potentially secure data being put on the internet.



Cloud Computing Threats

- Look into the security measures that your cloud provider already has in place.
 - What encryption methods do the providers have in place?
 - What methods of protection do they have in place for the actual hardware that your data will be stored on?
 - Will they have backups of my data?
 - Do they have firewalls set up?
 - If you have a community cloud, what barriers are in place to keep your information separate from other companies?



Cloud Computing Security

- If You are Considering Using the Cloud:
 - Identify what information you will be putting out in the cloud.
 - Know who will have access to that information.
 - Know which cloud will best fit your needs.
 - Review the reputation and responsibilities of the providers you are considering before you sign up.



Cyber Threats and Mobile Devices

Not Just for Computers Anymore



Cyber Threats to Mobile Devices

- As mobile device technology evolves, consumers are using it at unprecedented levels.
- There are an estimated 4.6 billion mobile cellular subscriptions globally at the end of 2009.
- Mobile devices have become equally susceptible to malicious cyber activity as computers.





Cyber Threats to Mobile Devices

- The following Threats are Known to Target Mobile Devices:
 - Social Engineering
 - Exploitation of Social Networking
 - Exploitation of Mobile Applications
 - Exploitation of M-Commerce



US-CERT Technical Information Paper – TIP-10-105-01 April 15, 2010



Social Engineering

- Very common method for spreading malware on the Internet.
- Most malicious activity is often successful because users are deceived into believing it is legitimate.
- Extremely lucrative and will likely significantly increase in the mobile market.



US-CERT Technical Information Paper – TIP-10-105-01 April 15, 2010



Social Engineering

- Social Engineering Schemes:
 - Phishing – Attempting to manipulate a victim into providing sensitive information by appearing as a valid entity.
 - Vishing – Entice a victim to call a certain number and divulge sensitive information.
 - Smishing – Involves text messages that contain links to such things as webpages, email addresses or phone numbers that when clicked may automatically open a browser window or email message or dial a number.



US-CERT Technical Information Paper – TIP-10-105-01 April 15, 2010



Exploitation of Social Networking

- Involves social networking sites such as Facebook & Twitter.
- Information sharing often occurs with an unwarranted, inherent trust among users.
- Often share and accept data from unauthenticated parties.



US-CERT Technical Information Paper – TIP-10-105-01 April 15, 2010



Exploitation of Mobile Applications

- Commonly called “Apps”.
- Provide enhanced convenience and functionality.
- Developers have created mobile applications for various uses and activities.
- Anyone can potentially develop and distribute mobile applications with little oversight.
 - Makes apps a potential attack vector for cyber criminals.



US-CERT Technical Information Paper – TIP-10-105-01 April 15, 2010



Exploitation of M-Commerce

- Consumers Can Use Mobile Devices From Any Location to:
 - Research Product Information
 - Compare Prices
 - Make Purchases
 - Communicate with Customer Support
- Using mobile devices for purchases, offers a potential for credit card/bank account information to be leaked or stolen.



US-CERT Technical Information Paper – TIP-10-105-01 April 15, 2010



Protecting Mobile Devices

- Best Practices to Help Protect Mobile Devices:
 - Maintain up-to-date software, including operating systems and applications.
 - Install anti-virus software as it becomes available and maintain up-to-date signatures.
 - Enable the personal identification number (PIN) or password to access the mobile device.
 - Encrypt personal and sensitive data.
 - Disable features not actively in use such as Bluetooth or Wi-Fi.



Protecting Mobile Devices

- Best Practices to Help Protect Mobile Devices:
 - Set Bluetooth-enabled devices to non-discoverable to render them invisible to unauthenticated devices.
 - Use caution when opening email and text message attachments and clicking links.
 - Avoid opening files, clicking links, or calling numbers contained in unsolicited email or text messages.
 - Avoid joining unknown Wi-Fi networks.
 - Delete all information stored in a device prior to discarding it.



Geotagging and Social Networks

Geotagging: What Is It and How Can You Protect Yourself?

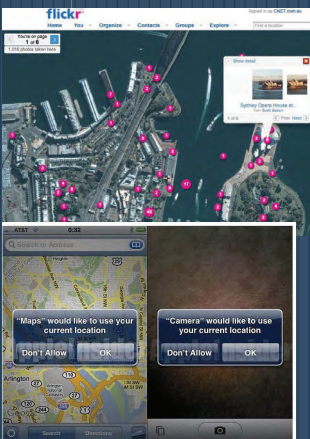


The Dangers of Geotagging

- It Starts With Taking a Photo Electronically...
 - What Personal Information Could Possibly be Exposed?
 - What is the Threat?
- Your photos can tell everyone:
 - Where You Live
 - Where You Spend Your Time
 - Where You Park Your Car
 - And Other Information You Would Not Want to Tell



What is Geotagging?



- Definition:
 - The process of adding your location to a file.
 - It is the equivalent of adding a grid coordinate to everything you post on the internet.



The Dangers of Geotagging



- In August of 2010, Adam Savage, of "MythBusters," took a photo of his vehicle using his smartphone.
- He then posted the photo to his Twitter account including the phrase "off to work."
- His phone attached metadata revealing his exact location.



Location-based Social Networking



- Location-based social networking allows a user to broadcast their geographic location.
- Commonly used to “check in” at various locations to earn points, badges, discounts and other geo-related awards.
- Adversely affects security and privacy of an individual.



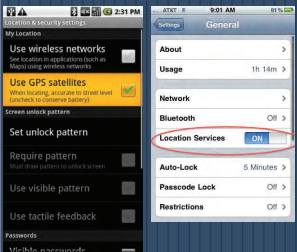
Why are These Applications Potentially Dangerous?



- Establishes Patterns
- Exposes Places of work, School and Home
- Identifies Location of Potential Victims



Turning Off the GPS Function on Phones



- Avoid displaying location information by disabling the geotagging function on your Smartphone.
- Most Smartphones automatically display geographical location.
 - It takes a little more effort on the user's part to protect their privacy.



Geotagging Tips

- Be aware of the ability for your images to be geo-tagged.
- Understand the risks involved.
- Know when to use the geotagging feature and when not to use it.
- Know how to disable you cell phone's or camera's geotagging feature.
- If using geotagging websites, control with great care the people who are able to see where you are located.
- Be aware when you post your pictures and what geotagged information you leave.



Practicing Good Security Habits

General Practices for Computers and Mobile Devices



Good Security Habits

- How Can You Minimize the Access Other People Have to Your Information?
 - Its easier to identify people who may have *physical* access to your computer/mobile device.
 - However, Identifying the people who could gain *remote* access to your computer becomes much more difficult.
 - As long as you have a computer and connect it to a network, you are vulnerable to someone or something else accessing your information.



Good Security Habits

- Lock Your Computer When You are Away From It.
- Disconnect Your Computer From the Internet When You Aren't Using It.
- Evaluate Your Security Settings.
 - Including web browsers, e-mail clients, & social networking sites.
- Protect Your Computer Against Power Surges and Brief Outages.
- Backup All of Your Data on a Regular Interval.



Security Tip (ST04-003)
Good Security Habits



Protecting Portable Devices

- Password-Protect Your Device
- Keep Your Valuables with You at All Times
- Downplay the Possession of a Laptop or Mobile Device
- Be Vigilant of Your Surroundings
- Consider an Alarm or Lock



Security Tip (ST04-017)
Protecting Portable Devices: Physical Security



Protecting Portable Devices

- What Can You Do if Your Laptop or Mobile Device is Lost or Stolen?
 - Report the loss or theft to the appropriate authorities.
 - If your device contained sensitive information, immediately report the theft to your organization.
 - If possible, remote data wipe the device.
 - Devices with this ability include: Android's, iPhone's, & Mac's.

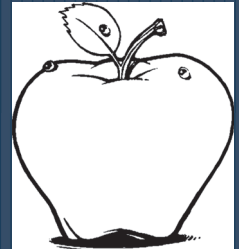


Security Tip (ST04-017)
Protecting Portable Devices: Physical Security



Practicing Good Security Habits

Apple-Based Products



8 Simple Tips for Mac Security

- Back Up Your Data with Time Machine
- Install New Software Updates ASAP
- Enable Keychain: Built-In Password Manager
- Know Your Download Source(s)
- Disable Java and Flash Plug-ins
- Install an Anti-virus
 - Intego, Sophos, and Avira
- Use a Stronger Firewall
 - OS X has a built-in firewall (disabled by default)
- Encrypt with FileVault 2
 - Encrypts your entire hard drive with AES 128 encryption

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<http://www.pcmag.com/article2/0,2817,2408621,00.asp>



Cyber Security Tips for a Business Environment



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Cyber Security Guidance

For Employees:

- Make your passwords complex. Use a combination of numbers, symbols and letters (upper and lowercase).
- Change your passwords regularly (every 45 to 90 days).
- Do not give any of your user names, passwords, or other computer/website access codes to anyone.
- Do not open e-mails or attachments from strangers.



Cyber Security Guidance

For Employees:

- Do not install or connect any personal software or hardware to your organization's network or hardware without permission from your IT department.
- Make electronic and physical back-ups or copies of all your most important work.
- Report all suspicious or unusual problems with your computer or assigned cell phone to your IT department.



Cyber Security Guidance

For Management & IT Department:

- Establish clear policies and procedures for employees.
- Implement Technical Defenses: firewalls, intrusion detection systems, and Internet content filtering.
- Update your anti-virus software daily.
- Regularly download vendor security "patches" for all of your software.
- Change the manufacturer's default passwords on all of your software.
- Monitor, log, and analyze successful and attempted intrusions to your systems and networks.



Additional Resources

- www.us-cert.gov
- www.dhs.gov
- www.cert.org
- www.onguardonline.gov
- www.stopthinkconnect.org
- www.ic3.gov
- www.ftc.gov
- www.ag.virginia.gov



Visit the CCS on Facebook



Contact Information

- Address: Computer Crime Section
Office of the Attorney General
202 North Ninth Street,
Richmond, VA 23219
- Web: www.ag.virginia.gov
- Email: CyberCrimeUnit@oag.state.va.us
- Phone: 804.786.2071

Tab X:

Marketing Plan for units meeting accessibility
requirements of HUD section 504

Wesley Melwood - 9

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

This Marketing Plan for units that conform to Section 504 of the Rehabilitation Act (the “Marketing Plan”) has been designed to convey to current and potential residents with disabilities that Wesley Melwood - 9 will be a new rental housing experience, with a commitment to excellent management and resident service, as well as an expectation of resident responsibility. Therefore, the majority of this plan will address ways in which property management will secure qualified residents, ensure quality residency, and effective management and maintenance of the property.

The Community Manager will be responsible for the management of Wesley Melwood - 9. The Community Manager, will be responsible for all traditional management functions, including rent collection, maintenance, record keeping, reports, development of budgets, and monitoring resident income qualifications. Additionally, the Owner will be responsible for the development and management of community and resident services program. The Community Manager will cooperate in the coordination of services.

I. Affirmative Marketing

Wesley Melwood - 9 is pledged to the letter and the spirit of the U.S. policy of the achievement of equal housing opportunity throughout the Nation and will actively promote fair housing in the development and marketing of this project. The Community Manager, its Officers, Directors and employees will not discriminate on the basis of race, creed, color, sex, religion, familial status, elderliness, disability or sexual orientation in its programs or housing. They will also comply with all provisions of the Fair Housing Act (42 U.S.C. 3600, et. Seq.).

Any employee who has discriminated in the acceptance of a resident will be subject to dismissal pending an investigation. All persons who contact the office will be treated impartially and equally with the only qualification necessary for application acceptance being income and credit, and conformity with the requirements of the Section 8 Program and Tax Credit programs. All interested parties will be provided a copy of the apartment brochure/flyer. Any resident who has questions not answered by the housing staff will be referred to the Associate Director or the Executive Director of the Community Manager.

II. Marketing and Outreach

Locating people with disabilities to occupy the units that conform to the requirements of Section 504 of the Rehabilitation Act and/or units to be occupied by households referred by the Department of Medical Assistance Services (DMAS) or Virginia Department of Behavioral Health and Developmental Services (DBHDS) will be accomplished as follows:

- **Networking** - The Community Manager will work with Melwood, local centers for independent living, disability services boards and other service organizations via phone and printed communication. The contacts will include the following organizations:
 - ENDependence Center of Northern Virginia, Inc. (ECNV)
1550 Crystal Drive, Suite 810
Arlington, VA 22202
(703) 525-3268
 - The Arc of Northern Virginia
3060 Williams Dr, Suite 300
Fairfax, VA 22031
(703) 208-1119
 - Aging and Disability Services - Department of Human Services
2100 Washington Blvd, 4th Floor
Arlington, VA 22204
(703) 228-1700
 - Pathway Homes
10201 Fairfax Blvd., Suite 200
Fairfax, VA 22030
(703) 876-0390
 - Community Residences, Inc. (CRi) Headquarters
14160 Newbrook Drive
Chantilly, VA 20151
(703) 842-2300
 - The Community Manager will obtain tenant referrals from the Virginia Department of Medical Assistance Services (DMAS) or Virginia Department of Behavioral Health and Developmental Services (DBHDS).

- **Internet Search** – The community will be listed on the following websites:
 - www.Hud.gov
 - www.Craigslist.org
 - MyHousingSearch.com / AccessVA.org (affiliated with Social Serve and MyHousingSearch)
 - AffordableHousing.com (Click “List your rental” on the left side of the screen) - *formerly known as GoSection8

- **Print Media** - Print media sources that cater to people with disabilities as well as the public at large may also be identified. These sources may include, but are not limited to, rental magazines, local newspapers, etc. All advertising materials related to the project will contain the Equal Housing Opportunity logo, slogan, or statement, in compliance with the Fair Housing Act. A statement regarding fact that units for people with disabilities are available may be included, if appropriate.

- **Resident Referrals** - The least expensive form of advertising is through resident referrals. A flyer should be created and distributed to all residents. In addition to being distributed to all residents, the referral flyer should be left in the property management office and should be included in the move in packet. (People are most inclined to refer their friends in the first few weeks of their residency.)

- **Marketing Materials** - Additional marketing materials may be needed to further support the marketing effort to people with disabilities. All printed marketing materials will include the EHO logo. The marketing material may also emphasize the physical characteristics (of the accessible apartments) that make them ADA compliant.

III. **Public Signs and Community Relations**

All site signage will contain the EHO logo and Fair Housing posters are displayed (in English and Spanish) in the management/leasing office. The Community Manager will encourage and support an affirmative marketing program in which there are no barriers to obtaining housing because of race, color, religion, national origin, sex, elderliness, marital status, personal appearance, sexual orientation, familial status, physical or mental disability, political affiliation, source of income or place of residence or business.

Additionally, efforts will be instituted to create and maintain a relationship between management and local disability organizations, neighborhood civic organizations, city officials, and other sources of potential qualified residents still to be identified. These efforts may include periodic phone calls and/or meetings, an e-mail newsletter, open house tours and sponsored resident events.

IV. Tenant Selection and Orientation

The first contact with the management operations is an important one in attracting qualified residents; therefore, the management/leasing offices should convey a sense of professionalism, efficiency, and cleanliness. The office is designed to provide a professional leasing atmosphere, with space set aside specifically for applicant discussions and application assistance. The leasing discussions will be used to emphasize the respect afforded to the applicant and the responsibilities that the applicant will be expected to assume.

- **Hours of Operation** - The management/leasing office will be open Monday through Friday from 9:00 A.M. to 5:00 P.M. Applications will be processed at the office during normal business hours, excluding holidays and weather-related closings. Applicants will meet with designated staff to discuss apartment availability, resident selection and qualification criteria. They will also be supplied relevant information to assist them in their move.
- **Resident Selection Criteria** - Resident Selection will include maximum income limits under the Low-Income Tax Credit and Section 8 programs. Selection criteria will also include student status guidelines pursuant to the Low Income Housing Tax Credit program.
 - Minimum income limits will apply according to the community's most recent Program Information Sheet.
 - Each applicant will be screened according to the attached Resident Selection Criteria.
 - Note: The Resident Selection Criteria may be modified from time-to-time.
- **Application Processing** - Application processing will be done at the management/leasing office by the housing staff who are trained in Fair Housing. The staff will review each application for accuracy. The annual income and family composition are the key factors for determining eligibility. Additionally, the Community Manager will also use the attached Resident Selection Criteria and the following guidelines in selecting applicants for occupancy:
 - Applicants must be individuals, not agencies or groups.
 - Applicants must meet the current eligibility income limits for tax credits and any other program requirements.
 - Applications are processed through an application screening company to determine credit worthiness of each applicant. The applications are processed through a third party screening company to determine credit and criminal worthiness of each applicant. In these cases, the application must be reviewed by the Community Manager before final approval.
 - Note: If the applicant's denial is based upon a credit report, the applicant will be given a denial letter with information to the third party screening company in which they can contact. The credit report will not be shown to the applicant, nor will specific information be revealed.
 - Applications are processed through an applicant screening company to determine any possible criminal conduct. Criminal backgrounds will be evaluated based upon the attached Resident Selection Criteria.
 - Applicants must provide complete and accurate verification of all income for all family members. The household's annual income may not exceed the applicable limit for compliance according the LIHTC program in place for the unit being applied for.
 - Family composition must be compatible for units available on the property.
 - Applicants must receive satisfactory referrals from all previous landlords.

- Applicants must provide verification of full-time student status for all individuals listed on the application as full-time student for tax credit units and must comply with LIHTC regulations regarding student status.
 - Applicants must provide a written statement or the Accessible Unit Addendum, completed by their physician, stating the need for the accessible unit.
 - Applicants must provide a birth certificate or other acceptable HUD approved form of documentation for all household members.
 - Applicants must complete the rental application and all verification forms truthfully.
 - Applicants must provide all information required by current federal regulations and policies.
 - Applicants must meet current federal program eligibility requirements for tax credits and any other programs.
 - Preference will be given to those households whose family members are handicapped or disabled for housing in the units specifically designated for the handicapped or disabled.
- **504 Unit to Be Held Vacant for 60 Days**
 - Any unit designated as a unit for people with disabilities and that conforms to Section 504 of the Rehabilitation Act will be held vacant for sixty days (60). The Community Manager will document its marketing efforts to find households with qualified disabilities during this time period. If marketing efforts do not find a qualified household, another applicant will be approved to move in. The applicant must sign an agreement that they agree to move out of the 504 unit if a person with disabilities applies for the unit.
 - Units must be held vacant for 60 days during which marketing efforts must be documented. However, if marketing to the Target Population is deemed to be conducted satisfactorily on an ongoing basis throughout the year and management can provide sufficient documentation to Virginia Housing's Compliance Officer, management may request the ability to lease the 504 Unit to a household not in the Target Population without the unit remaining vacant for the 60-day timeframe. "Ongoing basis" means contact to at least two (2) resources at least monthly in the manner noted below at any time the required number of units is not actually occupied by the Target Population.
 - Each time a vacancy occurs in a 504 Unit, if a qualified household including a person in the Target Population is not located in the 60-day timeframe, the owner or manager may submit the evidence of marketing to Virginia Housing's Compliance Officer and request approval to rent the unit to an income-qualified household not a part of the Target Population. If the request is approved, the lease must contain a provision that the household must move to a vacant unit of comparable size in the development if a household in the Target Population applies for the unit. The move will be paid for by the owner.
 - If no vacant unit of comparable size is available at that time, the Target Population prospective tenant should be placed on the development's waiting list and placed in the 504 Unit when the first available vacant comparably sized unit becomes available to move the non-Targeted Population tenant.
 - NOTE: The move of the temporary/non-disabled tenant will be paid for by the owner.

- **New Resident Orientation** - New residents will be given an orientation to the property including a review of the rules and regulations, information on the area, proper use of appliances, move-out procedures, maintenance procedures, rent payment procedures, energy conservation, grievance procedures and a review of the Lease documents.

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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

N/A

Tab AA:

Priority Letter from Rural Development

N/A

TAB AB:

Social Disadvantage Certification or Veteran
Owned Small Business Certification

N/A