
2024 Federal Low Income Housing Tax Credit Program

Application For Reservation

Deadline for Submission

9% Competitive Credits

Applications Must Be Received At Virginia Housing No Later Than **12:00 PM** Richmond, VA Time On **March 14, 2024**

Tax Exempt Bonds

Applications must be received at Virginia Housing No Later Than 12:00 PM Richmond, VA Time for one of the two available 4% credit rounds- January 25, 2024 or July 18, 2024.



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

INSTRUCTIONS FOR THE VIRGINIA 2024 LIHTC APPLICATION FOR RESERVATION

This application was prepared using Excel, Microsoft Office 2016. Please note that using the active Excel workbook does not eliminate the need to submit the required PDF of the signed hardcopy of the application and related documentation. A more detailed explanation of application submission requirements is provided below and in the Application Manual.

An electronic copy of your completed application is a mandatory submission item.

Applications For 9% Competitive Credits

Applicants should submit an electronic copy of the application package prior to the application deadline, which is **12:00 PM** Richmond Virginia time on **March 14, 2024**. Failure to submit an electronic copy of the application by the deadline will cause the application to be disqualified.

Please Note:

Applicants should submit all application materials in electronic format only via your specific Procorem workcenter.

There should be **distinct files** which should include the following:

1. Application For Reservation – the active Microsoft Excel workbook
2. A PDF file which includes the following:
 - Application For Reservation – Signed version of hardcopy
 - All application attachments (i.e. tab documents, excluding market study and plans & specs)
3. Market Study – PDF or Microsoft Word format
4. Plans - PDF or other readable electronic format
5. Specifications - PDF or other readable electronic format (may be combined into the same file as the plans if necessary)
6. Unit-By-Unit work write up (rehab only) - PDF or other readable electronic format
7. Developer Experience Documentation (PDF)

IMPORTANT:

Virginia Housing only accepts files via our work center sites on Procorem. Contact TaxCreditApps@virginiahousing.com for access to Procorem or for the creation of a new deal workcenter. Do not submit any application materials to any email address unless specifically requested by the Virginia Housing LIHTC Allocation Department staff.

Disclaimer:

Virginia Housing assumes no responsibility for any problems incurred in using this spreadsheet or for the accuracy of calculations. Check your application for correctness and completeness before submitting the application to Virginia Housing.

Entering Data:

Enter numbers or text as appropriate in the blank spaces highlighted in yellow. Cells have been formatted as appropriate for the data expected. All other cells are protected and will not allow changes.

Please Note:

- ▶ **VERY IMPORTANT! : Do not** use the copy/cut/paste functions within this document. Pasting fields will corrupt the application and may result in penalties. You may use links to other cells or other documents but do not paste data from one document or field to another. You may also use the drag function.
- ▶ Some fields provide a dropdown of options to select from, indicated by a down arrow that appears when the cell is selected. Click on the arrow to select a value within the dropdown for these fields.
- ▶ The spreadsheet contains multiple error checks to assist in identifying potential mistakes in the application. These may appear as data is entered but are dependent on values entered later in the application. Do not be concerned with these messages until all data within the application has been entered.
- ▶ Also note that some cells contain error messages such as “#DIV/0!” as you begin. These warnings will disappear as the numbers necessary for the calculation are entered.

Assistance:

If you have any questions, please contact the Virginia Housing LIHTC Allocation Department. Please note that we cannot release the copy protection password.

Virginia Housing LIHTC Allocation Staff Contact Information

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

TABLE OF CONTENTS

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

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

2024 Low-Income Housing Tax Credit Application For Reservation

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

- | | |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | \$1,000 Application Fee (MANDATORY) - Invoice information will be provided in your Procorem Workcenter |
| <input checked="" type="checkbox"/> | Electronic Copy of the Microsoft Excel Based Application (MANDATORY) |
| <input checked="" type="checkbox"/> | Scanned Copy of the Signed Tax Credit Application with Attachments (excluding market study, 8609s and plans & specifications) (MANDATORY) |
| <input checked="" type="checkbox"/> | Electronic Copy of the Market Study (MANDATORY - Application will be disqualified if study is not submitted with application) |
| <input checked="" type="checkbox"/> | Electronic Copy of the Plans (MANDATORY) |
| <input checked="" type="checkbox"/> | Electronic Copy of the Specifications (MANDATORY) |
| <input type="checkbox"/> | Electronic Copy of the Existing Condition questionnaire (MANDATORY if Rehab) |
| <input type="checkbox"/> | Electronic Copy of Unit by Unit Matrix and Scope of Work narrative (MANDATORY if Rehab) |
| <input type="checkbox"/> | Electronic Copy of the Physical Needs Assessment (MANDATORY at reservation for a 4% rehab request) |
| <input type="checkbox"/> | Electronic Copy of Appraisal (MANDATORY if acquisition credits requested) |
| <input type="checkbox"/> | Electronic Copy of Environmental Site Assessment (Phase I) (MANDATORY if 4% credits requested) |
| <input checked="" type="checkbox"/> | Electronic Copy of Development Experience and Partnership or Operating Agreement, including chart of ownership structure with percentage |
| <input checked="" type="checkbox"/> | of interests (MANDATORY) |
| <input checked="" type="checkbox"/> | Tab A: Partnership or Operating Agreement, including chart of ownership structure with percentage |
| <input checked="" type="checkbox"/> | 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: Principal's Previous Participation Certification (MANDATORY) |
| <input checked="" type="checkbox"/> | Tab D: List of LIHTC Developments (Schedule A) (MANDATORY) |
| <input checked="" type="checkbox"/> | Tab E: Site Control Documentation & Most Recent Real Estate Tax Assessment (MANDATORY) |
| <input checked="" type="checkbox"/> | Tab F: Third Party RESNET Rater Certification (MANDATORY) |
| <input checked="" type="checkbox"/> | Tab G: Zoning Certification Letter (MANDATORY) |
| <input checked="" type="checkbox"/> | Tab H: Attorney's Opinion using Virginia Housing template (MANDATORY) |
| <input checked="" type="checkbox"/> | Tab I: Nonprofit Questionnaire (MANDATORY for points or pool) |
| | The following documents need not be submitted unless requested by Virginia Housing: |
| | -Nonprofit Articles of Incorporation -IRS Documentation of Nonprofit Status |
| | -Joint Venture Agreement (if applicable) -For-profit Consulting Agreement (if applicable) |
| <input type="checkbox"/> | Tab J: Relocation Plan and Unit Delivery Schedule (MANDATORY if Rehab) |
| <input type="checkbox"/> | Tab K: Documentation of Development Location: |
| <input checked="" type="checkbox"/> | K.1 Revitalization Area Certification |
| <input 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 checked="" 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 checked="" type="checkbox"/> | Tab S: Supportive Housing Certification and/or Resident Well-being MOU |
| <input checked="" type="checkbox"/> | Tab T: Funding Documentation |
| <input checked="" type="checkbox"/> | Tab U: Acknowledgement by Tenant of the availability of Renter Education provided by Virginia Housing |
| <input checked="" type="checkbox"/> | Tab V: Nonprofit or LHA Purchase Option or Right of First Refusal |
| <input checked="" type="checkbox"/> | Tab W: Internet Safety Plan and Resident Information Form |
| <input checked="" type="checkbox"/> | Tab X: Marketing Plan for units meeting accessibility requirements of HUD section 504 |
| <input type="checkbox"/> | Tab Y: Inducement Resolution for Tax Exempt Bonds |
| <input checked="" type="checkbox"/> | Tab Z: Documentation of team member's Diversity, Equity and Inclusion Designation |
| <input type="checkbox"/> | Tab AA: Priority Letter from Rural Development |
| <input type="checkbox"/> | Tab AB: Social Disadvantage Certification |

VHDA TRACKING NUMBER

2025-ASH-02

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date: 3/13/2024

1. Development Name: 1030 Alston Court - 9%

2. Address (line 1): 1030 Alston Court
 Address (line 2):
 City: Waynesboro State: VA Zip: 22980

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 Waynesboro City

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: 35.00

7. Development is located in a Qualified Census Tract..... FALSE *Note regarding DDA and QCT*

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

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

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

Enter only Numeric Values below:

13. Congressional District: 6
 Planning District: 6
 State Senate District: 3
 State House District: 36

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

This development entails the construction of 48 new affordable units in the City of Waynesboro, and is planned as an overall 9/4 twin deal that includes 96 total units. The 9% development is planned as two 3-story garden style walk-up buildings with a stand-alone clubhouse that will be shared among all residents.

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date: 3/13/2024

15. Local Needs and Support

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

Chief Executive Officer's Name: Michael G. Hamp II
 Chief Executive Officer's Title: City Manager Phone: (540) 942-6600
 Street Address: 503 W. Main Street, Suite 210
 City: Waynesboro State: VA Zip: 22980

Name and title of local official you have discussed this project with who could answer questions for the local CEO: Leslie Tate, Director of Community Development

- 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:

Accessible Supportive Housing Pool

or

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

[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

Carryforward Allocation

Definitions of types:

a. Regular Allocation means all of the buildings in the development are expected to be placed in service this calendar year, 2024.

b. Carryforward Allocation means all of the buildings in the development are expected to be placed in service within two years after the end of this calendar year, 2024, but the owner will have more than 10% basis in development before the end of twelve months following allocation of credits. For those buildings, the owner requests a carryforward allocation of 2024 credits pursuant to Section 42(h)(1)(E).

3. Select Building Allocation type:

New Construction

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

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

5. Planned Combined 9% and 4% Developments

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

If true, provide name of companion development: 1030 Alston Court - 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? 48

Total Units within 4% Tax Exempt allocation Request? 48

Total Units: 96

% of units in 4% Tax Exempt Allocation Request: 50.00%

6. Extended Use Restriction

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

Must Select One: 30

Definition of selection:

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

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

In 2023, Virginia Housing began using a new Rental Housing Invoicing Portal to allow easy payments via secure ACH transactions. An invoice for your application fee along with access information was provided in your development's assigned Procorem work center.

C. OWNERSHIP INFORMATION

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

1. Owner Information:

Must be an individual or legally formed entity.

a. Owner Name: 1030 Alston Court LLC

Developer Name: Enterprise Community Development, Inc.

Contact: M/M ▶ Ms. First: Kathleen MI: T Last: Kramer

Address: 8403 Colesville Road, Suite 1150

City: Silver Spring St. ▶ MD Zip: 20910

Phone: (804) 658-5889 Ext. Fax:

Email address: kkramer@ecdcommunities.org

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

Select type of entity: ▶ Limited Liability Company Formation State: ▶ VA

Additional Contact: Please Provide Name, Email and Phone number.
Alan Biller, abiller@ecdcommunities.org, 804-303-2333

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

b. FALSE Indicate if at least one principal listed within Org Chart with an ownership interest of at least 25% in the controlling general partner or managing member is a socially disadvantaged individual as defined in the manual.

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

2. Developer Experience:

May select one or more of the following choices:

- TRUE a. The development has an experienced sponsor (as defined in the manual) that has placed at least one LIHTC development in service in Virginia within the past 5 years.
Action: Provide one 8609 from qualifying development.
- TRUE b. The development has an experienced sponsor (as defined in the manual) that has placed at least three (3) LIHTC developments in service in any state within the past 6 years (in addition to any development provided to qualify for option d. above)
Action: Provide one 8609 from each qualifying development.
- FALSE c. Applicant is competing in the Local Housing Authority pool and partnering with an experienced sponsor (as defined in the manual), other than a local housing authority.
Action: Provide documentation as stated in the manual.

D. SITE CONTROL

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

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

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

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

1. Type of Site Control by Owner:

Applicant controls site by (select one):

Select Type: Purchase Contract

Expiration Date: 8/29/2025

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

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

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

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

2. Timing of Acquisition by Owner:

Only one of the following statement should be True.

- a. FALSE Owner already controls site by either deed or long-term lease.
- b. TRUE Owner is to acquire property by deed (or lease for period no shorter than period property will be subject to occupancy restrictions) no later than..... 8/29/2025 .
- c. FALSE There is more than one site for development and more than one expected date of acquisition by Owner.

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

D. SITE CONTROL

3. Seller Information:

Name: 401403 LLC

Address: 302 Park Street, Suite 300

City: Charlottesville St.: VA Zip: 22902

Contact Person: Dave White Phone: (858) 699-5724

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

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

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

Names	Phone	Type Ownership	% Ownership
			0.00%
			0.00%
			0.00%
			0.00%
			0.00%
			0.00%
			0.00%

E. DEVELOPMENT TEAM INFORMATION

Complete the following as applicable to your development team.

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

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

1. Tax Attorney:	Aaron O'Toole	This is a Related Entity.	FALSE
Firm Name:	Klein Hornig	DEI Designation?	FALSE
Address:	1325 G Street NW, Suite 770, Washington, DC 20005		
Email:	aotoole@kleinhornig.com	Phone:	(202) 926-3403
2. Tax Accountant:	Michele Adams	This is a Related Entity.	FALSE
Firm Name:	CohnReznick	DEI Designation?	FALSE
Address:	500 East Pratt Street, 4th Floor, Baltimore, MD 21202		
Email:	michele.adams@cohnreznick.com	Phone:	(410) 783-6224
3. Consultant:		This is a Related Entity.	FALSE
Firm Name:		DEI Designation?	FALSE
Address:		Role:	
Email:		Phone:	
4. Management Entity:	Gayle Filo	This is a Related Entity.	FALSE
Firm Name:	Enterprise Residential, LLC	DEI Designation?	FALSE
Address:	875 Hollins Street, Suite 202, Baltimore, MD 21201		
Email:	gfilo@enterpriseresidential.org	Phone:	(443) 451-6820
5. Contractor:	Jeff Bunch	This is a Related Entity.	FALSE
Firm Name:	UrbanCore Construction	DEI Designation?	FALSE
Address:	2120 Staples Mill Road, Suite 200, Richmond, VA 23230		
Email:	jbunch@urbancoreva.com	Phone:	(804) 971-5590
6. Architect:	Kimberly Calder	This is a Related Entity.	FALSE
Firm Name:	Winks Snowa Architects	DEI Designation?	FALSE
Address:	2119 East Franklin Street, #200, Richmond, VA 23223		
Email:	kcalder@ws-arch.com	Phone:	(804) 643-6196
7. Real Estate Attorney:	Matthew Roberts	This is a Related Entity.	FALSE
Firm Name:	Hirschler	DEI Designation?	FALSE
Address:	2100 East Cary Street, Richmond, VA 23223		
Email:	mroberts@hirschlerlaw.com	Phone:	(804) 771-9500
8. Mortgage Banker:		This is a Related Entity.	FALSE
Firm Name:		DEI Designation?	FALSE
Address:			
Email:		Phone:	
9. Other:	Thiel Butner	This is a Related Entity.	FALSE
Firm Name:	PANDO Alliance, LLC	DEI Designation?	TRUE
Address:	3545 Ellicott Mills Drive, Suite A2, Ellicott City		
Email:	thiel@pandoalliance.com	Role:	Energy Consultant
		Phone:	(443) 364-8047

F. REHAB INFORMATION

1. Acquisition Credit Information

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

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

b. This development has received a previous allocation of credits..... **FALSE**
 If so, when was the most recent year that this development received credits? **0**

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

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

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

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

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

2. Ten-Year Rule For Acquisition Credits

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

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

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

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

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

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

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

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

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

F. REHAB INFORMATION

3. Rehabilitation Credit Information

- a. Credits are being requested for rehabilitation expenditures..... **FALSE**

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

G. NONPROFIT INVOLVEMENT

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

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

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

- 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.
- TRUE 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)

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

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

B. Type of involvement:

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

or

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

C. Identity of Nonprofit (All nonprofit applicants):

The nonprofit organization involved in this development is: ▶ Applicant

Name: Enterprise Community Development, Inc.

Contact Person: Rob Fossi

Street Address: 875 Hollins Street

City: Baltimore State: ▶ MD Zip: 21201

Phone: (410) 332-7400 Contact Email: rfossi@ecdcommunities.org

G. NONPROFIT INVOLVEMENT

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

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

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

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

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

Name of qualified nonprofit: Enterprise Community Development, Inc.

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

Name of Local Housing Authority

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

Action: Provide Homeownership Plan (TAB N) and contact Virginia Housing for a Pre-Application 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	48	bedrooms	105
Total number of rental units in development	48	bedrooms	105
Number of low-income rental units	48	bedrooms	105
Percentage of rental units designated low-income	100.00%		
b. Number of new units:.....	48	bedrooms	105
Number of adaptive reuse units:	0	bedrooms	0
Number of rehab units:.....	0	bedrooms	0
c. If any, indicate number of planned exempt units (included in total of all units in development).....			0
d. Total Floor Area For The Entire Development.....			61,268.63 (Sq. ft.)
e. Unheated Floor Area (i.e. Breezeways, Balconies, Storage).....			8,987.20 (Sq. ft.)
f. Nonresidential Commercial Floor Area (Not eligible for funding).....			0.00
g. Total Usable Residential Heated Area.....			52,281.43 (Sq. ft.)
h. Percentage of Net Rentable Square Feet Deemed To Be New Rental Space			100.00%
i. Exact area of site in acres	4.834		
j. Locality has approved a final site plan or plan of development.....			FALSE
If True , Provide required documentation (TAB O).			
k. Requirement as of 2016: Site must be properly zoned for proposed development.			
ACTION: Provide required zoning documentation (MANDATORY TAB G)			
l. Development is eligible for Historic Rehab credits.....			FALSE

Definition:

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

H. STRUCTURE AND UNITS INFORMATION

2. UNIT MIX

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

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

Unit Type	Average Sq Foot		# of LIHTC Units	Total Rental Units
Supportive Housing	0.00	SF	0	0
1 Story Eff - Elderly	0.00	SF	0	0
1 Story 1BR - Elderly	0.00	SF	0	0
1 Story 2BR - Elderly	0.00	SF	0	0
Eff - Elderly	0.00	SF	0	0
1BR Elderly	0.00	SF	0	0
2BR Elderly	0.00	SF	0	0
Eff - Garden	0.00	SF	0	0
1BR Garden	775.76	SF	9	9
2BR Garden	1064.91	SF	21	21
3BR Garden	1274.25	SF	18	18
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
			48	48

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	<input type="text" value="FALSE"/>	v. Detached Single-family	<input type="text" value="FALSE"/>
ii. Garden Apartments	<input type="text" value="TRUE"/>	vi. Detached Two-family	<input type="text" value="FALSE"/>
iii. Slab on Grade	<input type="text" value="TRUE"/>	vii. Basement	<input type="text" value="FALSE"/>
iv. Crawl space	<input type="text" value="FALSE"/>		
- h. Development contains an elevator(s).
 - If true, # of Elevators.
 - Elevator Type (if known)

H. STRUCTURE AND UNITS INFORMATION

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

4. Site Amenities (indicate all proposed)

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

l. Describe Community Facilities: Community Room, Business Center, Meeting Room, Laundry Room, Bike Sto

m. Number of Proposed Parking Spaces 93
 Parking is shared with another entity FALSE

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

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

5. Plans and Specifications

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

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

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

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

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

J. ENHANCEMENTS

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

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

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

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

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

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

REQUIRED:

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

- TRUE** a. A community/meeting room with a minimum of 749 square feet is provided with free WIFI access restricted to residents only.
- 50.00%** b1. Percentage of brick covering the exterior walls.
- 50.00%** b2. Percentage of Fiber Cement Board or other similar low-maintenance material approved by the Authority covering exterior walls. Community buildings are to be included in percentage calculations.
- TRUE** c. Water expense is sub-metered (the tenant will pay monthly or bi-monthly bill).
- TRUE** d. All faucets, toilets and showerheads in each bathroom are WaterSense labeled products.
- FALSE** e. Rehab Only: Each unit is provided with the necessary infrastructure for high-speed internet/broadband service.
- f. *Not applicable for 2024 Cycles*
- TRUE** g. Each unit is provided free individual broadband/high speed internet access.
or
(both access point categories have a minimum upload/download speed per manual.)
- FALSE** h. Each unit is provided free individual WiFi access.
- TRUE** i. Full bath fans are wired to primary light with delayed timer or has continuous exhaust by ERV/DOAS.
or
- FALSE** j. Full bath fans are equipped with a humidistat.
- TRUE** k. Cooking surfaces are equipped with fire prevention features as defined in the manual
or
- FALSE** l. Cooking surfaces are equipped with fire suppression features as defined in the manual
- FALSE** m. Rehab only: Each unit has dedicated space, drain and electrical hook-ups to accept a permanently installed dehumidification system.
or
- TRUE** n. All Construction types: each unit is equipped with a permanent dehumidification system.
- TRUE** o. All interior doors within units are solid core.
- TRUE** p. Every kitchen, living room and bedroom contains, at minimum, one USB charging port.
- TRUE** q. All kitchen light fixtures are LED and meet MDCR lighting guidelines.
- 28%** r. Percentage of development's on-site electrical load that can be met by a renewable energy electric system (for the benefit of the tenants) - Provide documentation at **Tab F**.

J. ENHANCEMENTS

- TRUE s. New construction only: Each unit to have balcony or patio with a minimum depth of 5 feet clear from face of building and a minimum size of 30 square feet.

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

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

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

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

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

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

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

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

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

35% of Total Rental Units

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

If not, please explain: No Market Rate Units will be included in this development.

KBC

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 Electric Forced Air
- 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	13	13	15	0
Air Conditioning	0	4	4	5	0
Cooking	0	4	4	4	0
Lighting	0	20	23	26	0
Hot Water	0	13	16	19	0
Water	0	23	28	33	0
Sewer	0	36	44	52	0
Trash	0	0	0	0	0
Total utility allowance for costs paid by tenant	\$0	\$113	\$132	\$154	\$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, LLC

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

K. SPECIAL HOUSING NEEDS

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

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

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

TRUE

a. Any development in which (i) the greater of 5 units or 10% of total units will be assisted by HUD project-based vouchers (as evidenced by the submission of a letter satisfactory to the Authority from an authorized public housing authority (PHA) that the development meets all prerequisites for such assistance), or another form of documented and binding federal project-based rent subsidies in order to ensure occupancy by extremely low-income persons. Locality project based rental subsidy meets the definition of state project based rental subsidy;

(ii) will conform to HUD regulations interpreting the accessibility requirements of section 504 of the Rehabilitation Act; and be actively marketed to persons with disabilities as defined in the Fair Housing Act in accordance with a plan submitted as part of the application for credits.

(iii) above must include roll-in showers, roll under sinks and front control ranges, unless agreed to by the Authority prior to the applicant's submission of its application.

Documentation from source of assistance must be provided with the application.

Note: Subsidies may apply to any units, not only those built to satisfy Section 504.

FALSE

b. Any development in which ten percent (10%) of the total units (i) conform to HUD regulations interpreting the accessibility requirements of section 504 of the Rehabilitation Act and (ii) are actively marketed to persons with disabilities as defined in the Fair Housing Act in accordance with a plan submitted as part of the application for credits.

For items a or b, all common space must also conform to HUD regulations interpreting the accessibility requirements of section 504 of the Rehabilitation Act.

KBC

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.)

TRUE Persons with Disabilities (must meet the requirements of the Federal Americans with Disabilities Act) - Accessible Supportive Housing Pool only

FALSE Supportive Housing (as described in the Tax Credit Manual)

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

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

K. SPECIAL HOUSING NEEDS

K. SPECIAL HOUSING NEEDS

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

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

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

3. Leasing Preferences

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

Organization which holds waiting list: **Waynesboro Redevelopment and Housing Authority**

Contact person: **Kimberly Byrd**

Title: **Executive Director**

Phone Number: **(540) 946-9230**

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: **18**

% of total Low Income Units **38%**

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: **Lindsay**

Last Name: **Seay**

K. SPECIAL HOUSING NEEDS

Phone Number: (410) 230-2128

Email: lseay@enterpriseresidential.org

K. SPECIAL HOUSING NEEDS

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

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

- TRUE a. Development has entered into a memorandum of understanding (approved by DBHDS) with a resident service provider for the provision of resident services.
- FALSE b. Development will provide licensed childcare on-site with a preference and discount to residents or an equivalent subsidy for tenants to utilize licensed childcare of tenant's choice.
- TRUE c. Development will provide tenants with free on-call, telephonic or virtual healthcare services with a licensed provider.

6. Rental Assistance

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

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

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

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

TRUE

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

0

d. Number of units receiving assistance:

8

How many years in rental assistance contract?

20.00

Expiration date of contract:

3/11/2044

There is an Option to Renew.....

TRUE

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

7. Public Housing Revitalization

Is this development replacing or revitalizing Public Housing Units?

FALSE

K. SPECIAL HOUSING NEEDS

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
8	16.67%	30% Area Median
0	0.00%	40% Area Median
13	27.08%	50% Area Median
14	29.17%	60% Area Median
0	0.00%	70% Area Median
13	27.08%	80% Area Median
0	0.00%	Market Units
48	100.00%	Total

Rent Levels		
# of Units	% of Units	
0	0.00%	20% Area Median
8	16.67%	30% Area Median
0	0.00%	40% Area Median
13	27.08%	50% Area Median
14	29.17%	60% Area Median
0	0.00%	70% Area Median
13	27.08%	80% Area Median
0	0.00%	Market Units
48	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 FALSE 50% levels TRUE

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

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

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

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

	Unit Type (Select One)	Rent Target (Select One)	Number of Units	# of Units 504 compliant	Net Rentable Square Feet	Monthly Rent Per Unit	Total Monthly Rent
Mix 1	1 BR - 1 Bath	30% AMI	3	3	692.61	\$973.00	\$2,919
Mix 2	2 BR - 2 Bath	30% AMI	3	3	942.40	\$1,132.00	\$3,396
Mix 3	3 BR - 2 Bath	30% AMI	2	2	1053.84	\$1,624.00	\$3,248
Mix 4	1 BR - 1 Bath	50% AMI	2		692.61	\$678.00	\$1,356
Mix 5	2 BR - 2 Bath	50% AMI	5		942.40	\$816.00	\$4,080
Mix 6	3 BR - 2 Bath	50% AMI	6		1164.90	\$942.00	\$5,652

L. UNIT DETAILS

Mix 7	1 BR - 1 Bath	60% AMI	1	615.40	\$836.00	\$836
Mix 8	1 BR - 1 Bath	60% AMI	1	512.39	\$836.00	\$836
Mix 9	2 BR - 2 Bath	60% AMI	7	942.40	\$1,006.00	\$7,042
Mix 10	3 BR - 2 Bath	60% AMI	4	1053.84	\$1,161.00	\$4,644
Mix 11	3 BR - 2 Bath	60% AMI	1	1164.90	\$1,161.00	\$1,161
Mix 12	1 BR - 1 Bath	80% AMI	2	692.61	\$1,100.00	\$2,200
Mix 13	2 BR - 2 Bath	80% AMI	6	942.40	\$1,215.00	\$7,290
Mix 14	3 BR - 2 Bath	80% AMI	4	1164.90	\$1,400.00	\$5,600
Mix 15	3 BR - 2 Bath	80% AMI	1	1412.75	\$1,435.00	\$1,435
Mix 16						\$0
Mix 17						\$0
Mix 18						\$0
Mix 19						\$0
Mix 20						\$0
Mix 21						\$0
Mix 22						\$0
Mix 23						\$0
Mix 24						\$0
Mix 25						\$0
Mix 26						\$0
Mix 27						\$0
Mix 28						\$0
Mix 29						\$0
Mix 30						\$0
Mix 31						\$0
Mix 32						\$0
Mix 33						\$0
Mix 34						\$0
Mix 35						\$0
Mix 36						\$0
Mix 37						\$0
Mix 38						\$0
Mix 39						\$0
Mix 40						\$0
Mix 41						\$0
Mix 42						\$0
Mix 43						\$0
Mix 44						\$0
Mix 45						\$0
Mix 46						\$0
Mix 47						\$0
Mix 48						\$0
Mix 49						\$0
Mix 50						\$0
Mix 51						\$0
Mix 52						\$0
Mix 53						\$0
Mix 54						\$0
Mix 55						\$0
Mix 56						\$0
Mix 57						\$0
Mix 58						\$0
Mix 59						\$0

L. UNIT DETAILS

Mix 60									\$0
Mix 61									\$0
Mix 62									\$0
Mix 63									\$0
Mix 64									\$0
Mix 65									\$0
Mix 66									\$0
Mix 67									\$0
Mix 68									\$0
Mix 69									\$0
Mix 70									\$0
Mix 71									\$0
Mix 72									\$0
Mix 73									\$0
Mix 74									\$0
Mix 75									\$0
Mix 76									\$0
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			48	8					\$51,695

Total Units	48	Net Rentable SF:	TC Units	46,316.15
			MKT Units	0.00
			Total NR SF:	46,316.15

Floor Space Fraction (to 7 decimals) 100.00000%

L. UNIT DETAILS

M. OPERATING EXPENSES

Administrative:

Use Whole Numbers Only!

1. Advertising/Marketing			\$1,536
2. Office Salaries			\$96,000
3. Office Supplies			\$2,500
4. Office/Model Apartment	(type _____)		\$0
5. Management Fee			\$29,286
<u>5.00%</u> of EGI	<u>\$610.13</u>	Per Unit	
6. Manager Salaries			\$0
7. Staff Unit (s)	(type _____)		\$0
8. Legal			\$5,000
9. Auditing			\$10,000
10. Bookkeeping/Accounting Fees			\$0
11. Telephone & Answering Service			\$10,000
12. Tax Credit Monitoring Fee			\$1,680
13. Miscellaneous Administrative			\$3,500
Total Administrative			\$159,502

Utilities

14. Fuel Oil			\$0
15. Electricity			\$14,640
16. Water			\$7,200
17. Gas			\$0
18. Sewer			\$0
Total Utility			\$21,840

Operating:

19. Janitor/Cleaning Payroll			\$0
20. Janitor/Cleaning Supplies			\$0
21. Janitor/Cleaning Contract			\$0
22. Exterminating			\$1,200
23. Trash Removal			\$6,500
24. Security Payroll/Contract			\$9,600
25. Grounds Payroll			\$0
26. Grounds Supplies			\$1,500
27. Grounds Contract			\$0
28. Maintenance/Repairs Payroll			\$0
29. Repairs/Material			\$1,500
30. Repairs Contract			\$10,000
31. Elevator Maintenance/Contract			\$0
32. Heating/Cooling Repairs & Maintenance			\$720
33. Pool Maintenance/Contract/Staff			\$0
34. Snow Removal			\$480
35. Decorating/Payroll/Contract			\$0
36. Decorating Supplies			\$0
37. Miscellaneous			\$2,000
Totals Operating & Maintenance			\$33,500

M. OPERATING EXPENSES

Taxes & Insurance

38. Real Estate Taxes		\$32,569
39. Payroll Taxes		\$0
40. Miscellaneous Taxes/Licenses/Permits		\$0
41. Property & Liability Insurance	\$900 per unit	\$43,200
42. Fidelity Bond		\$0
43. Workman's Compensation		\$0
44. Health Insurance & Employee Benefits		\$0
45. Other Insurance		\$5,760
Total Taxes & Insurance		\$81,529

Total Operating Expense **\$296,371**

Total Operating Expenses Per Unit \$6,174 **C. Total Operating Expenses as % of EGI** 50.60%

Replacement Reserves (Total # Units X \$300 or \$250 New Const./Elderly Minimum) **\$14,400**

Total Expenses	\$310,771
-----------------------	------------------

N. PROJECT SCHEDULE

ACTIVITY	ACTUAL OR ANTICIPATED DATE	NAME OF RESPONSIBLE PERSON
1. SITE		
a. Option/Contract	1/26/2024	Ned Howe
b. Site Acquisition	8/29/2025	Kathleen Kramer
c. Zoning Approval	IN PLACE	IN PLACE
d. Site Plan Approval	8/1/2024	Kathleen Kramer
2. Financing		
a. Construction Loan		
i. Loan Application	1/2/2025	Kathleen Kramer
ii. Conditional Commitment	2/15/2025	Kathleen Kramer
iii. Firm Commitment	3/30/2025	Kathleen Kramer
b. Permanent Loan - First Lien		
i. Loan Application	1/2/2025	Kathleen Kramer
ii. Conditional Commitment	2/15/2025	Kathleen Kramer
iii. Firm Commitment	3/30/2025	Kathleen Kramer
c. Permanent Loan-Second Lien		
i. Loan Application		
ii. Conditional Commitment		
iii. Firm Commitment		
d. Other Loans & Grants		
i. Type & Source, List	† Community Impact Grant and DHCD ASNH	Kathleen Kramer
ii. Application	1/23/2024 and 4/30/2024	Kathleen Kramer
iii. Award/Commitment	2/20/2024 and 9/30/2024	Kathleen Kramer
2. Formation of Owner	1/17/2024	Kathleen Kramer
3. IRS Approval of Nonprofit Status	8/17/2020	Derek Torton
4. Closing and Transfer of Property to Owner	8/29/2025	Kathleen Kramer
5. Plans and Specifications, Working Drawings	12/1/2024	Kathleen Kramer
6. Building Permit Issued by Local Government	3/1/2025	Kathleen Kramer
7. Start Construction	5/1/2025	Kathleen Kramer
8. Begin Lease-up	7/1/2026	Lindsay Seay
9. Complete Construction	8/1/2026	Kathleen Kramer
10. Complete Lease-Up	11/1/2026	Lindsay Seay
11. Credit Placed in Service Date	9/1/2026	Kathleen Kramer

O. PROJECT BUDGET - HARD COSTS

Cost/Basis/Maximum Allowable Credit

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

Complete cost column and basis column(s) as appropriate

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

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"
1. Contractor Cost				
a. Unit Structures (New)	8,471,332	0	0	8,471,332
b. Unit Structures (Rehab)	0	0	0	0
c. Non Residential Structures	0	0	0	0
d. Commercial Space Costs	0	0	0	0
<input type="checkbox"/> e. Structured Parking Garage	0	0	0	0
Total Structure	8,471,332	0	0	8,471,332
f. Earthwork	1,250,000	0	0	875,000
g. Site Utilities	0	0	0	0
<input checked="" type="checkbox"/> h. Renewable Energy	334,250	0	0	334,250
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	0	0	0	0
p. Site Work	0	0	0	0
q. Other Site work	0	0	0	0
Total Land Improvements	1,584,250	0	0	1,209,250
Total Structure and Land	10,055,582	0	0	9,680,582
r. General Requirements	740,685	0	0	740,685
s. Builder's Overhead (2.4% Contract)	245,962	0	0	245,962
t. Builder's Profit (2.4% Contract)	245,962	0	0	245,962
u. Bonds	90,650	0	0	90,650
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>Owner Contingency</u>	486,067	0	0	486,067
z. Other 2: _____	0	0	0	0
aa. Other 3: _____	0	0	0	0
Contractor Costs	\$11,864,908	\$0	\$0	\$11,489,908

Construction cost per unit: \$240,222.04

MAXIMUM COMBINED GR, OVERHEAD & PROFIT =

\$1,407,781

ACTUAL COMBINED GR, OVERHEAD & PROFIT =

\$1,232,609

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.

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	0	0	0	0
b. Architecture/Engineering Design Fee \$7,667 /Unit)	368,000	0	0	368,000
c. Architecture Supervision Fee \$833 /Unit)	40,000	0	0	40,000
d. Tap Fees	96,000	0	0	96,000
e. Environmental	30,000	0	0	30,000
f. Soil Borings	0	0	0	0
g. Green Building (Earthcraft, LEED, etc.)	50,000	0	0	50,000
h. Appraisal	8,000	0	0	8,000
i. Market Study	8,100	0	0	8,100
j. Site Engineering / Survey	97,550	0	0	97,550
k. Construction/Development Mgt	0	0	0	0
l. Structural/Mechanical Study	0	0	0	0
m. Construction Loan Origination Fee	115,513	0	0	115,513
n. Construction Interest (0.0% for 0 months)	844,400	0	0	596,047
o. Taxes During Construction	50,000	0	0	50,000
p. Insurance During Construction	125,000	0	0	125,000
q. Permanent Loan Fee (0.0%)	36,196			
r. Other Permanent Loan Fees	25,000			
s. Letter of Credit	0	0	0	0
t. Cost Certification Fee	10,000	0	0	10,000
u. Accounting	0	0	0	0
v. Title and Recording	75,000	0	0	37,500
w. Legal Fees for Closing	75,000	0	0	75,000
x. Mortgage Banker	36,196	0	0	0
y. Tax Credit Fee	74,687			
z. Tenant Relocation	0			
aa. Fixtures, Furnitures and Equipment	50,000	0	0	50,000
ab. Organization Costs	25,000			
ac. Operating Reserve	155,386			
ad. Contingency	52,833			
ae. Security	0	0	0	0
af. Utilities	0	0	0	0
ag. Supportive Service Reserves	0			

O. PROJECT BUDGET - OWNER COSTS

(1) Other* specify: Marketing/Lease Up	24,000	0	0	0
(2) Other* specify: Construction Inspections	16,000	0	0	16,000
(3) Other* specify: Perm Lender Title and Recd	25,000	0	0	0
(4) Other* specify: Monitoring Fee	1,680	0	0	0
(5) Other* specify: Investor Legal	55,000	0	0	0
(6) Other* specify: Construction Legal	25,000	0	0	25,000
(7) Other* specify: Lease-Up Reserve	24,000	0	0	0
(8) Other* specify: Debt Service Reserve	110,539	0	0	0
(9) Other* specify:	0	0	0	0
Owner Costs Subtotal (Sum 2A..2(10))	\$2,729,080	\$0	\$0	\$1,797,710
Subtotal 1 + 2 (Owner + Contractor Costs)	\$14,593,988	\$0	\$0	\$13,287,618
3. Developer's Fees	1,597,677	0	0	1,597,677
4. Owner's Acquisition Costs				
Land	600,000			
Existing Improvements	0	0		
Subtotal 4:	\$600,000	\$0		
5. Total Development Costs				
Subtotal 1+2+3+4:	\$16,791,665	\$0	\$0	\$14,885,295

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:

\$1,645,519

Proposed Development's Cost per Sq Foot \$259 **Meets Limits**
 Applicable Cost Limit by Square Foot: \$520

Proposed Development's Cost per Unit \$330,363 **Meets Limits**
 Applicable Cost Limit per Unit: \$550,481

P. ELIGIBLE BASIS CALCULATION

Item	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):			
	(A) Cost	"30 % Present Value Credit"		(D) "70 % Present Value Credit"
		(B) Acquisition	(C) Rehab/ New Construction	
1. Total Development Costs	16,791,665	0	0	14,885,295

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 14,885,295

4. Adjustment(s) to Eligible Basis (For non-acquisition costs in eligible basis)

a. For QCT or DDA (Eligible Basis x 30%)		0	0
<i>State Designated Basis Boosts:</i>			
b. For Revitalization or Supportive Housing (Eligible Basis x 30%)		0	4,465,589
c. For Green Certification (Eligible Basis x 10%)			0

Total Adjusted Eligible basis 0 19,350,884

5. Applicable Fraction 100.00000% 100.00000% 100.00000%

6. Total Qualified Basis 0 0 19,350,884
(Eligible Basis x Applicable Fraction)

7. Applicable Percentage 4.00% 4.00% 9.00%

8. Maximum Allowable Credit under IRC §42 \$0 \$0 \$1,741,580
(Qualified Basis x Applicable Percentage)

(Must be same as BIN total and equal to or less than credit amount allowed) \$1,741,580
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. VHDA	01/02/25	03/30/25	\$11,561,424	
2.				
3.				
Total Construction Funding:			\$11,561,424	

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. VHDA Taxable	1/2/2025	3/30/2025	\$1,809,795	\$130,984	6.75%	40	40
2. VHDA REACH	1/2/2025	3/30/2025	\$1,809,795	\$90,092	3.95%	40	40
3. DHCD HTF and HOME	4/30/2024	9/30/2024	\$1,800,000	\$18,001	1.00%	1000	1000
4. DHCD HIEE	4/30/2024	9/30/2024	\$1,459,597				
5. Renewable Energy Certific	1/1/2025	3/30/2025	\$46,795				
6.							
7.							
8.							
9.							
10.							
Total Permanent Funding:			\$6,925,981	\$239,077			

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. VH Community Impact Gr	1/23/2024	2/20/2024	\$22,050	Carina DeRoche
2.				
3.				
4.				
5.				
6.				
Total Permanent Grants:			\$22,050	

Q. SOURCES OF FUNDS

4. Subsidized Funding

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

5. Recap of Federal, State, and Local Funds

Portions of the sources of funds described above for the development are financed directly or indirectly with Federal, State, or Local Government Funds..... **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	\$900,000
h.	Choice Neighborhood	\$0
i.	National Housing Trust Fund	\$0
j.	Virginia Housing Trust Fund	\$900,000
k.	Other: DHCD HIEE	\$1,459,597
l.	Other:	\$0

Market-Rate Loans

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

Grants*

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

Grants

c.	State	
d.	Local	
e.	Other: VH CIG Grant	\$22,050

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

Q. SOURCES OF FUNDS

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

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

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

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

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

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

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

c. **FALSE** Other _____

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

R. EQUITY

1. Equity

a. Portion of Syndication Proceeds Attributable to Historic Tax Credit				
Amount of Federal historic credits	\$0	x Equity \$	\$0.000	= \$0
Amount of Virginia historic credits	\$0	x Equity \$	\$0.000	= \$0
b. Housing Opportunity Tax Credit Request (paired with 4% credit requests only)				
Amount of State HOTC	\$0	x Equity \$	\$0.000	= \$0
c. Equity that Sponsor will Fund:				
i. Cash Investment	\$0			
ii. Contributed Land/Building	\$0			
iii. Deferred Developer Fee	\$495,280	(Note: Deferred Developer Fee cannot be negative.)		
iv. 45L Credit Equity	\$205,179			
v. Other: Solar Investment Tax Credit	\$142,878			

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	\$843,337
---------------------	-----------

2. Equity Gap Calculation

a. Total Development Cost	\$16,791,665
b. Total of Permanent Funding, Grants and Equity	- \$7,791,368
c. Equity Gap	\$9,000,297
d. Developer Equity	- \$900
e. Equity gap to be funded with low-income tax credit proceeds	\$8,999,397

3. Syndication Information (If Applicable)

a. Actual or Anticipated Name of Syndicator:	▶ Enterprise Housing Credit Investments		
Contact Person:	Daniel Magidson	Phone:	(212) 284-7138
Street Address:	70 Corporate Center, 11000 Broken Land Parkway, Suite 700		
City:	Columbia	State:	MD
		Zip:	21044

b. Syndication Equity	
i. Anticipated Annual Credits	\$1,052,666.00
ii. Equity Dollars Per Credit (e.g., \$0.85 per dollar of credit)	\$0.855
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	\$1,052,561
vi. Total to be paid by anticipated users of credit (e.g., limited partners)	\$8,999,397

c. Syndication:	Private
d. Investors:	Corporate

4. Net Syndication Amount	\$8,999,397
Which will be used to pay for Total Development Costs	

5. Net Equity Factor	85.5000259313%
Must be equal to or greater than 85%	

S. DETERMINATION OF RESERVATION AMOUNT NEEDED

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

1. Total Development Costs		<u>\$16,791,665</u>
2. Less Total of Permanent Funding, Grants and Equity	-	<u>\$7,791,368</u>
3. Equals Equity Gap		<u>\$9,000,297</u>
4. Divided by Net Equity Factor (Percent of 10-year credit expected to be raised as equity investment)		<u>85.5000259313%</u>
5. Equals Ten-Year Credit Amount Needed to Fund Gap		<u>\$10,526,660</u>
Divided by ten years		<u>10</u>
6. Equals Annual Tax Credit Required to Fund the Equity Gap		<u>\$1,052,666</u>
7. Maximum Allowable Credit Amount (from Eligible Basis Calculation)		<u>\$1,741,580</u>
8. Requested Credit Amount	For 30% PV Credit:	<u>\$0</u>
	For 70% PV Credit:	<u>\$1,052,666</u>
Credit per LI Units	<u>\$21,930.5417</u>	
Credit per LI Bedroom	<u>\$10,025.3905</u>	
	Combined 30% & 70% PV Credit Requested	\$1,052,666

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		\$51,695
Plus Other Income Source (list):	Late Fees/Legal, W/D Rental, Laundry Incon	\$790
Equals Total Monthly Income:		\$52,485
Twelve Months		x12
Equals Annual Gross Potential Income		\$629,820
Less Vacancy Allowance	7.0%	\$44,087
Equals Annual Effective Gross Income (EGI) - Low Income Units		\$585,733

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	\$585,733
b. Annual EGI Market Units	\$0
c. Total Effective Gross Income	\$585,733
d. Total Expenses	\$310,771
e. Net Operating Income	\$274,962
f. Total Annual Debt Service	\$239,077
g. Cash Flow Available for Distribution	\$35,885

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	585,733	597,447	609,396	621,584	634,016
Less Oper. Expenses	310,771	320,094	329,697	339,588	349,775
Net Income	274,962	277,353	279,699	281,996	284,240
Less Debt Service	239,077	239,077	239,077	239,077	239,077
Cash Flow	35,885	38,276	40,622	42,919	45,163
Debt Coverage Ratio	1.15	1.16	1.17	1.18	1.19

	Year 6	Year 7	Year 8	Year 9	Year 10
Eff. Gross Income	646,696	659,630	672,823	686,279	700,005
Less Oper. Expenses	360,269	371,077	382,209	393,675	405,486
Net Income	286,427	288,553	290,614	292,604	294,519
Less Debt Service	239,077	239,077	239,077	239,077	239,077
Cash Flow	47,350	49,476	51,537	53,527	55,442
Debt Coverage Ratio	1.20	1.21	1.22	1.22	1.23

	Year 11	Year 12	Year 13	Year 14	Year 15
Eff. Gross Income	714,005	728,285	742,851	757,708	772,862
Less Oper. Expenses	417,650	430,180	443,085	456,378	470,069
Net Income	296,355	298,105	299,765	301,330	302,793
Less Debt Service	239,077	239,077	239,077	239,077	239,077
Cash Flow	57,278	59,028	60,688	62,253	63,716
Debt Coverage Ratio	1.24	1.25	1.25	1.26	1.27

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

U. Building-by-Building Information

Must Complete

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

Number of BINS: 1

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

Please help us with the process:
DO NOT use the CUT feature
DO NOT SKIP LINES BETWEEN BUILDINGS

Bldg #	BIN if known	NUMBER OF		Street Address 1	Street Address 2	City	State	Zip	30% Present Value Credit for Acquisition				30% Present Value Credit for Rehab / New Construction				70% Present Value Credit				
		TAX CREDIT UNITS	MARKET RATE UNITS						Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	
1.		48	0	1030 Alston Court		Waynesboro	VA	22980					\$0				\$0	\$19,350,884	09/01/26	9.00%	\$1,741,580
2.													\$0				\$0				\$0
3.													\$0				\$0				\$0
4.													\$0				\$0				\$0
5.													\$0				\$0				\$0
6.													\$0				\$0				\$0
7.													\$0				\$0				\$0
8.													\$0				\$0				\$0
9.													\$0				\$0				\$0
10.													\$0				\$0				\$0
11.													\$0				\$0				\$0
12.													\$0				\$0				\$0
13.													\$0				\$0				\$0
14.													\$0				\$0				\$0
15.													\$0				\$0				\$0
16.													\$0				\$0				\$0
17.													\$0				\$0				\$0
18.													\$0				\$0				\$0
19.													\$0				\$0				\$0
20.													\$0				\$0				\$0
21.													\$0				\$0				\$0
22.													\$0				\$0				\$0
23.													\$0				\$0				\$0
24.													\$0				\$0				\$0
25.													\$0				\$0				\$0
26.													\$0				\$0				\$0
27.													\$0				\$0				\$0
28.													\$0				\$0				\$0
29.													\$0				\$0				\$0
30.													\$0				\$0				\$0
31.													\$0				\$0				\$0
32.													\$0				\$0				\$0
33.													\$0				\$0				\$0
34.													\$0				\$0				\$0
35.													\$0				\$0				\$0

48 0 If development has more than 35 buildings, contact Virginia Housing.

Totals from all buildings

\$0

\$0

\$0

\$0

\$19,350,884

\$1,741,580

Number of BINS: 1

V. STATEMENT OF OWNER

The undersigned hereby acknowledges the following:

1. that, to the best of its knowledge and belief, all factual information provided herein or in connection herewith is true and correct, and all estimates are reasonable.
2. that it will at all times indemnify and hold harmless Virginia Housing and its assigns against all losses, costs, damages, Virginia Housing's expenses, and liabilities of any nature directly or indirectly resulting from, arising out of, or relating to Virginia Housing's acceptance, consideration, approval, or disapproval of this reservation request and the issuance or nonissuance of an allocation of credits, grants and/or loan funds in connection herewith.
3. that points will be assigned only for representations made herein for which satisfactory documentation is submitted herewith and that no revised representations may be made in connection with this application once the deadline for applications has passed.
4. that this application form, provided by Virginia Housing to applicants for tax credits, including all sections herein relative to basis, credit calculations, and determination of the amount of the credit necessary to make the development financially feasible, is provided only for the convenience of Virginia Housing in reviewing reservation requests; that completion hereof in no way guarantees eligibility for the credits or ensures that the amount of credits applied for has been computed in accordance with IRC requirements; and that any notations herein describing IRC requirements are offered only as general guides and not as legal authority.
5. that the undersigned is responsible for ensuring that the proposed development will be comprised of qualified low-income buildings and that it will in all respects satisfy all applicable requirements of federal tax law and any other requirements imposed upon it by Virginia Housing prior to allocation, should one be issued.
6. that the undersigned commits to providing first preference to members of targeted populations having state rental assistance and will not impose any eligibility requirements or lease terms 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: 1030 Alston Court LLC
Enterprise Community Developments, its Sole
Member of Managing Member

By: 
 Its: SVP, Real Estate Development
 (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>Kimberly Calder</u>
Virginia License#:	<u>0401015647</u>
Architecture Firm or Company:	<u>Edward H. Winks - James D. Snowa Architects P.C.</u>

By: 

Its: Vice President
(Title)

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

W. LIHTC SELF SCORE SHEET

Self Scoring Process

This Self Scoring Process is intended to provide you with an estimate of your application's score based on the information included within the reservation application. Other items, denoted below in the yellow shaded cells, are typically evaluated by Virginia Housing's staff during the application review and feasibility process. For purposes of self scoring, we have made certain assumptions about your application. Edit the appropriate responses (Y or N) in the yellow shaded cells, if applicable. Items 5f and 5g require a numeric value to be entered.

Please remember that this score is only an estimate. Virginia Housing reserves the right to change application data and/or score sheet responses where appropriate, which may change the final score.

MANDATORY ITEMS:

	Included		Score
a. Signed, completed application with attached tabs in PDF format	Y	Y or N	0
b. Active Excel copy of application	Y	Y or N	0
c. Partnership agreement	Y	Y or N	0
d. SCC Certification	Y	Y or N	0
e. Previous participation form	Y	Y or N	0
f. Site control document	Y	Y or N	0
g. RESNET Certification	Y	Y or N	0
h. Attorney's opinion	Y	Y or N	0
i. Nonprofit questionnaire (if applicable)	Y	Y, N, N/A	0
j. Appraisal	Y	Y or N	0
k. Zoning document	Y	Y or N	0
l. Universal Design Plans	Y	Y or N	0
m. List of LIHTC Developments (Schedule A)	Y	Y or N	0
Total:			0.00

1. READINESS:

a. Virginia Housing notification letter to CEO (via Locality Notification Information App)	Y	0 or -50	0.00
b. Local CEO Opposition Letter	N	0 or -25	0.00
c. Plan of development	N	0 to 10	0.00
d. Location in a revitalization area based on Qualified Census Tract	N	0 or 10	0.00
e. Location in a revitalization area with resolution	Y	0 or 15	15.00
f. Location in a Opportunity Zone	N	0 or 15	0.00
Total:			15.00

2. HOUSING NEEDS CHARACTERISTICS:

a. Sec 8 or PHA waiting list preference	Y	0 or up to 5	4.17
b. Existing RD, HUD Section 8 or 236 program	N	0 or 20	0.00
c. Subsidized funding commitments	0.00%	Up to 40	0.00
d. Tax abatement on increase of property's value	N	0 or 5	0.00
e. New project based rental subsidy (HUD or RD)	Y	0 or 10	10.00
f. Census tract with <12% poverty rate	3%	0, 20, 25 or 30	30.00
g. Development provided priority letter from Rural Development	N	0 or 15	0.00
h. Dev. located in area with increasing rent burdened population	Y	Up to 20	20.00
Total:			64.17

3. DEVELOPMENT CHARACTERISTICS:

a. Enhancements (See calculations below)			92.00
b. Project subsidies/HUD 504 accessibility for 5 or 10% of units	Y	0 or 50	50.00
or c. HUD 504 accessibility for 10% of units	N	0 or 20	0.00
d. Provides approved resident services or eligible childcare services	Y	0 or 15	15.00
e. Provides telephonic or virtual health services	Y	0 or 15	15.00
f. Proximity to public transportation	N	0, 10 or 20	0.00
g. Development will be Green Certified	Y	0 or 10	10.00
h. Units constructed to meet Virginia Housing's Universal Design standards	35%	Up to 15	5.31
i. Developments with less than 100 low income units	Y	up to 20	20.00
j. Historic Structure eligible for Historic Rehab Credits	N	0 or 5	0.00
Total:			<u>207.31</u>

4. TENANT POPULATION CHARACTERISTICS:

Locality AMI	State AMI
\$92,800	\$73,800

a. Less than or equal to 20% of units having 1 or less bedrooms	Y	0 or 15	15.00
b. <plus> Percent of Low Income units with 3 or more bedrooms	37.50%	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)	0.00%	Up to 10	0.00
d. Units with rents at or below 40% of AMI (up to 10% of LI units)	16.67%	Up to 10	10.00
e. Units in Higher Income Jurisdictions with rent and income at or below 50% of AMI	43.75%	Up to 50	43.75
f. Units in Higher Income Jurisdictions with rents <= 50% rented to tenants with <= 60% of AMI	43.75%	Up to 25	0.00
or g. Units in LI Jurisdictions with rents <= 50% rented to tenants with <= 60% of AMI	43.75%	Up to 50	0.00
Total:			<u>83.75</u>

5. SPONSOR CHARACTERISTICS:

a. Experienced Sponsor - 1 development in Virginia	Y	0 or 5	5.00
b. Experienced Sponsor - 3 developments in any state	Y	0 or 15	15.00
c. Developer experience - uncorrected life threatening hazard	N	0 or -50	0.00
d. Developer experience - noncompliance	N	0 or -15	0.00
e. Developer experience - did not build as represented (per occurrence)	0	0 or -2x	0.00
f. Developer experience - failure to provide minimum building requirements (per occurrence)	0	0 or -50 per item	0.00
g. Developer experience - termination of credits by Virginia Housing	N	0 or -10	0.00
h. Developer experience - exceeds cost limits at certification	N	0 or -50	0.00
i. Developer experience - more than 2 requests for Final Inspection	0	0 or -5 per item	0.00
j. Socially Disadvantaged Principal owner 25% or greater	N	0 or 5	0.00
k. Management company rated unsatisfactory	N	0 or -25	0.00
l. Experienced Sponsor partnering with Local Housing Authority pool applicant	N	0 or 5	0.00
Total:			<u>20.00</u>

6. EFFICIENT USE OF RESOURCES:

a. Credit per unit		Up to 200	200.00
b. Cost per unit		Up to 100	98.36
Total:			<u>298.36</u>

7. BONUS POINTS:

a. Extended Use Restriction	0 Years	40 or 50	0.00
or b. Nonprofit or LHA purchase option	Y	0 or 60	60.00
or c. Nonprofit or LHA Home Ownership option	N	0 or 5	0.00
d. Combined 9% and 4% Tax Exempt Bond Site Plan	Y	Up to 30	30.00
e. RAD or PHA Conversion participation and competing in Local Housing Authority pool	N	0 or 10	0.00
f. Team member with Diversity, Equity and Inclusion Designation	Y	0 or 5	5.00
g. Commitment to electronic payment of fees	Y	0 or 5	5.00
h. Zero Ready or Passive House certification from prior allocation	N	0 or 20	0.00
Total:			<u>100.00</u>

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

TOTAL SCORE: 788.59

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	40.00
c. Sub metered water expense	5	5.00
d. Watersense labeled faucets, toilets and showerheads	3	0.00
e. Rehab only: Infrastructure for high speed internet/broadband	1	0.00
f. N/A for 2022	0	0.00
g. Each unit provided free individual high speed internet access	10	10.00
h. Each unit provided free individual WiFi	12	0.00
i. Bath Fan - Delayed timer or continuous exhaust	3	3.00
j. Baths equipped with humidistat	3	0.00
k. Cooking Surfaces equipped with fire prevention features	4	4.00
l. Cooking surfaces equipped with fire suppression features	2	0.00
m. Rehab only: dedicated space to accept permanent dehumidification system	2	0.00
n. Provides Permanently installed dehumidification system	5	5.00
o. All interior doors within units are solid core	3	3.00
p. USB in kitchen, living room and all bedrooms	1	1.00
q. LED Kitchen Light Fixtures	2	2.00
r. % of renewable energy electric systems	10	10.00
s. New Construction: Balcony or patio	4	4.00
		<u>92.00</u>
All elderly units have:		
t. Front-control ranges	1	0.00
u. Independent/suppl. heat source	1	0.00
v. Two eye viewers	1	0.00
w. Shelf or Ledge at entrance within interior hallway	2	0.00
		<u>0.00</u>
Total amenities:		<u>92.00</u>

Y. Efficient Use of Resources

Credit Points for 9% Credits:

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

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

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

Combined Max	\$1,741,580
Credit Requested	\$1,052,666
% of Savings	39.56%
Sliding Scale Points	200

Cost Points:

If the Applicable Cost by Square foot is \$238 and the deal’s Proposed Cost by Square Foot was \$119, you are saving 50% of the applicable cost. This deal would receive all 100 cost points.

For another example, the Applicable Cost by SqFt is \$238 and the deal’s Proposed Cost is \$153.04 or a savings of 35.70%. Using a sliding scale, your points would be calculated by the difference between your savings and the desired 50% savings. Your savings divided by the goal of 50% times the max points 100. In this example, $(35.7\%/50\%) \times 100$ or 71.40 points.

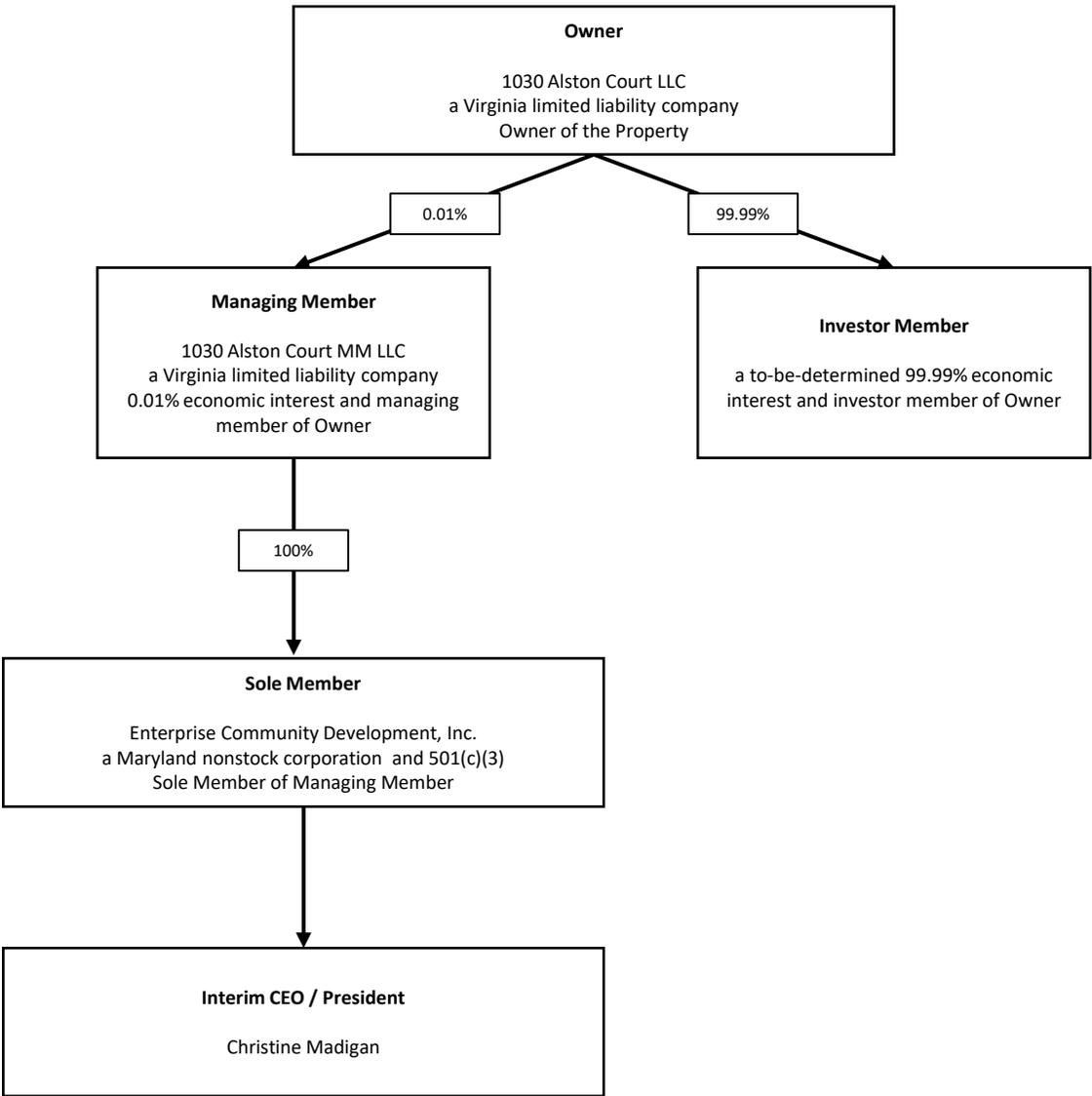
Total Costs Less Acquisition	\$16,191,665
Total Square Feet	61,268.63
Proposed Cost per SqFt	\$264.27
Applicable Cost Limit per Sq Ft	\$520.00
% of Savings	49.18%
Total Units	48
Proposed Cost per Unit	\$337,326
Applicable Cost Limit per Unit	\$550,481
% of Savings	38.72%
Max % of Savings	49.18%
Sliding Scale Points	98.36



Tab A:

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

1030 Alston Court LLC Ownership Structure



**Operating Agreement
of
1030 Alston Court LLC**

This Operating Agreement (this “**Agreement**”) of 1030 Alston Court LLC (the “**Company**”), a limited liability company organized pursuant to Chapter 12 of Title 13.1 of the Virginia Code (the “**Act**”), is entered into by 1030 Alston Court MM LLC, a Virginia limited liability company, the sole member of the Company (“**Member**”), to form a limited liability company pursuant to an 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 sole member of the Company, effective as of January 17, 2024.

1. **Purpose and Powers.** The purpose of the Company is to (i) serve as the owner of real estate in connection with providing safe, quality affordable housing and facilitating the direct or indirect acquisition, construction, rehabilitation, and operation of the property located at 1030 Alston Court, Waynesboro, Virginia, and to engage in any and all activities necessary, convenient, desirable or incidental to the foregoing, and (ii) engage in any other lawful activity for which a limited liability company may be organized 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. The Member will exercise full and exclusive control over the affairs of the Company. The Member may appoint officers and agents for the Company and give them such titles and powers as the Member may choose. Any action taken by the 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 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 Member.
5. **Distributions.** All distributions with respect to a membership interest in the Company will be made 100% to the Member.
6. **Capital Contribution.** The capital contribution of the Member to the Company is \$100.
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 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 Member and its agents and any officers and agents of the Company will not be liable for the Company’s liabilities, debts or obligations, all of which will be the sole obligation of the Company. The failure by the Company to observe any formalities or requirements relating to the exercise of its powers or the management of its business or affairs under this Agreement will not be grounds for imposing personal liability on the Member or any officer.
10. **Indemnification.** The Company will indemnify and defend the Member and its agents and any officers and agents of the Company, from and against all costs, losses, liabilities and damages incurred by or asserted against any such person in connection with the Company’s business to the

fullest extent provided or allowed by law.

11. **Amendment.** This Agreement may be amended only by written instrument executed by the 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.

[signature page follows]

[signature page to Operating Agreement of 1030 Alston Court LLC]

The undersigned has executed this Agreement effective as of the date first written above.

1030 ALSTON COURT MM LLC
a Virginia limited liability company

By: Enterprise Community Development, Inc.
a Maryland nonstock corporation,
its sole member

By:  _____

Name: Robert Fossi
Title: SVP, Real Estate Development

**Operating Agreement
of
1030 Alston Court MM LLC**

This Operating Agreement (this “**Agreement**”) of 1030 Alston Court MM LLC (the “**Company**”), a limited liability company organized pursuant to Chapter 12 of Title 13.1 of the Virginia Code (the “**Act**”), is entered into by Enterprise Community Development, Inc., a Maryland nonstock corporation, the sole member of the Company (“**Member**”), to form a limited liability company pursuant to an 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 sole member of the Company, effective as of January 19, 2024.

1. **Purpose and Powers.** The purpose of the Company is to (i) serve as the owner of real estate in connection with providing safe, quality affordable housing and facilitating the direct or indirect acquisition, construction, rehabilitation, and operation of the property located at 1030 Alston Court, Waynesboro, Virginia, and to engage in any and all activities necessary, convenient, desirable or incidental to the foregoing, and (ii) engage in any other lawful activity for which a limited liability company may be organized 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. The Member will exercise full and exclusive control over the affairs of the Company. The Member may appoint officers and agents for the Company and give them such titles and powers as the Member may choose. Any action taken by the 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 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 Member.
5. **Distributions.** All distributions with respect to a membership interest in the Company will be made 100% to the Member.
6. **Capital Contribution.** The capital contribution of the Member to the Company is \$100.
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 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 Member and its agents and any officers and agents of the Company will not be liable for the Company’s liabilities, debts or obligations, all of which will be the sole obligation of the Company. The failure by the Company to observe any formalities or requirements relating to the exercise of its powers or the management of its business or affairs under this Agreement will not be grounds for imposing personal liability on the Member or any officer.
10. **Indemnification.** The Company will indemnify and defend the Member and its agents and any officers and agents of the Company, from and against all costs, losses, liabilities and damages incurred by or asserted against any such person in connection with the Company’s business to the fullest extent provided or allowed by law.

11. **Amendment.** This Agreement may be amended only by written instrument executed by the 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.

[signature page follows]

[signature page to Operating Agreement of 1030 Alston Court MM LLC]

The undersigned has executed this Agreement effective as of the date first written above.

ENTERPRISE COMMUNITY DEVELOPMENT, INC.

a Maryland nonstock corporation

By:  _____

Name: Robert Fossi

Title: SVP, Real Estate Development

Tab B:

Virginia State Corporation Commission Certification
(MANDATORY)

Commonwealth of Virginia



STATE CORPORATION COMMISSION

Richmond, January 17, 2024

This is to certify that the certificate of organization of

1030 Alston Court LLC

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

Effective date: January 17, 2024



STATE CORPORATION COMMISSION

Attest:

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

Clerk of the Commission

**COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION**

AT RICHMOND, JANUARY 17, 2024

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

1030 Alston Court LLC

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

CERTIFICATE OF ORGANIZATION

be issued and admitted to record with the articles of organization in the Office of the Clerk of the Commission, effective January 17, 2024.

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

STATE CORPORATION COMMISSION

By

A handwritten signature in black ink, appearing to read "Jehmal T. Hudson", with a long horizontal flourish extending to the right.

Jehmal T. Hudson
Commissioner

Commonwealth of Virginia



STATE CORPORATION COMMISSION

Richmond, January 19, 2024

This is to certify that the certificate of organization of

1030 Alston Court MM LLC

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

Effective date: January 19, 2024



STATE CORPORATION COMMISSION

Attest:

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

Clerk of the Commission

Limited Liability Company - Articles of Organization

Entity Information

Entity Name: 1030 Alston Court MM LLC Entity Type: Limited Liability Company

Business Type

Industry Code: 0 - General

Duration

Perpetual(forever)

Registered Agent Information

RA Type: Entity

Locality: RICHMOND CITY

RA Qualification: N/A

Name: CORPORATION SERVICE
COMPANY

Email Address: N/A

The company's registered office address, including the street and number, if any, which is identical to the business office of the registered agent, is:

Registered Office Address: 100 Shockoe Slip Fl 2,
Richmond, VA, 23219 -
4100, USA

Contact Number: N/A

Principal Office Address

Address: 8403 Colesville Rd Ste 1150, Silver Spring, MD, 20910 - 6472, USA

Principal Information

Management Structure: Member-Managed

Signature Information

Date Signed: 01/19/2024

Executed in the name of the limited liability company by:

Printed Name	Signature	Title
Matt Engel	Matt Engel	Organizer

**COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION**

AT RICHMOND, JANUARY 19, 2024

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

1030 Alston Court MM LLC

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

CERTIFICATE OF ORGANIZATION

be issued and admitted to record with the articles of organization in the Office of the Clerk of the Commission, effective January 19, 2024.

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

STATE CORPORATION COMMISSION

By

A handwritten signature in black ink, appearing to read "Jehmal T. Hudson", with a long horizontal flourish extending to the right.

Jehmal T. Hudson
Commissioner

Tab C:

Principal's Previous Participation Certification
(MANDATORY)



Previous Participation Certification Instructions:

The following certification:

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

Schedule A Instructions:

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

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

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



Previous Participation Certification

Development Name: 1030 Alston Court - 9%

Name of Applicant (entity): 1030 Alston Court LLC

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

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

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

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

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

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

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

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



Signature

Printed Name

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

Tab D:

List of LIHTC Developments (Schedule A)
(MANDATORY)

List of LIHTC Developments (Schedule A)



Development Name: 1030 Alston Court - 9%
 Name of Applicant: 1030 Alston Court LLC

INSTRUCTIONS:

- 1 **A Schedule A is required for every individual that makes up the GP or Managing Member** - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2008 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Enterprise Community Development, Inc. **Controlling GP (CGP) or 'Named' Managing Member of Proposed property?*** Y
 Principal's Name: Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1	Admiral Oaks, Annapolis, MD	Captains Circle LLC 202.895.8900	Y	159	159	12/31/2010	12/20/2011	N
2	Baker School Apartments, Richmond, VA	Baker School LLC	Y	50	50	10/13/2021	11/29/2022	N
3	Bladensburg Commons, Bladensburg, MD	Bladensburg Commons LLLP	Y	100	91	2/28/2017	5/4/2018	N
4	Highland Park Senior Apartments, Richmond, VA	Highland Park Senior Housing LLC 202.895.8900	Y	77	77	12/19/2016	1/30/2018	N
5	Buckman Road Apartments, Alexandria, VA	Buckman Road Development LLC 202.895.8900	Y	204	146	8/9/2010	8/20/2012	N
6	Cambridge Commons, Cambridge, MD	Cambridge Commons LLLP	Y	96	96	7/15/2009	12/9/2011	N
7	Cherrydale Apartments, Baltimore, MD	Cherrydale Limited Partnership	Y	186	186	5/28/2008	6/18/2010	N
8	Cove Point II, Dundalk, MD	Cove Point Apartments II Limited Partnership	Y	48	48	12/22/2006	5/19/2009	N
9	Edgewood Terrace IV, Washington DC	Edgewood IV Limited Partnership 202.895.8900	Y	258	129	5/1/2002	5/11/2014	N
10	Ednor Apartments II, Baltimore, MD	Ednor Apartments II Limited Partnership	Y	85	81	9/14/2008	12/20/2009	N
11	Essex House, Takoma Park, MD	Essex House LLC 202.895.8900	Y	135	125	5/28/2015	1/9/2017	N
12	Evergreen Senior Apartments, Essex, MD	Evergreen Senior Apartments Limited Partnership	Y	81	81	12/2/2009	5/3/2011	N
13	Fort Stevens	Fort Stevens LLC 202.895.8900	Y	59	59	12/12/2018	10/16/2019	N
14	Greens at English Consul, Lansdowne, MD	Greens at English Consul Limited Partnership	Y	90	90	2/28/2014	9/18/2015	N
15	Greens at Hammonds Lane, Baltimore, MD	Greens at Hammonds Limited Partnership	Y	90	90	7/27/2011	8/30/2012	N
16	Greens at Irvington Mews, Baltimore, MD	Greens at Irvington Mews Limited Partnership	Y	100	100	12/20/2012	10/17/2013	N
17	Greens at Liberty Road, Randallstown, MD	Greens at Liberty Limited Partnership	Y	105	105	12/29/2010	7/28/2012	N
18	Greens at Logan Field, Dundalk, MD	Greens at Logan Field Limited Partnership	Y	102	102	3/24/2014	9/28/2015	N
19	Greens at Rolling Road, Catonsville, MD	Rolling Road Senior Apartments Limited Partnership	Y	83	83	5/29/2009	11/2/2010	N
20	Hollins House, Baltimore, MD	Hollins House LLC 202.895.8900	Y	130	130	5/31/2017	3/20/2018	N
21	Jackson Ward Multifamily	Jackson Ward LLC 202.895.8900	Y	82	39	6/15/2020	7/2/2020	N

List of LIHTC Developments (Schedule A)

22	Jackson Ward Senior Apartments	Jackson Word Senior LLC 202.895.8900	Y	72	72	11/22/2019	8/14/2020	N
23	Mayfair Mansions, Washington, DC	Mayfair Mansions Limited Partnership	Y	410	410	9/30/2009	12/2/2010	N
24	Suburbia Fairfax, Fairfax, VA	Suburbia Fairfax Development LLC 202.895.8900	Y	54	54	12/16/2010	5/20/2013	N
25	The Larkspur, Arlington, VA	Howard Manor Limited Liability Corporation 202.895.8900	Y	76	69	7/29/2011	10/23/2014	N
26	The Overlook at Oxon Run, Washington, DC	Parkside Terrace Development Limited Liability Corporation 202.895.8900	Y	316	316	7/1/2009	12/2/2010	N
27	Wheeler Terrace, Washington, DC	Wheeler Terrace Development Limited Partnership 202.895.8900	Y	116	116	12/31/2009	5/27/2011	N
28	Harper House, Columbia, MD	Harper House Limited Partnership, (410) 730-3430	Y	100	99	11/29/2011	12/20/2012	N
29	Heritage Crossing II, Baltimore, MD	Heritage Crossing II Limited Partnership, (410) 669-0330	Y	75	75	9/18/2019	9/3/2020	N
30	Highland Commons, Aberdeen, MD	Aberdeen Commons, LLLP, (410) 272-1111	Y	120	120	12/29/2006	1/13/2009	N
31	Hollins Station, Lansdowne, MD	Hollins Station Limited Partnership, (443) 333-4115	Y	48	48	8/7/2015	8/1/2016	N
32	Metro Heights at Mondawmin, Baltimore, MD	Metro Heights Limited Partnership, (443) 563-2732	Y	70	63	9/18/2018	7/17/2019	N
33	Park View at Snowden River 2, Columbia, MD	RF Snowden River, LLC2, (410) 290-0384	Y	100	100	10/7/2022	2024 (expected)	N
34	Mulberry at Park, Baltimore, MD	Mulberry at Park Limited Partnership, (410) 727-5500	Y	68	68	10/31/2016	4/26/2018	N
35	Park View at Ashland Terrace, Baltimore, MD	Ashland Park View LLLP, (410) 276-6440	Y	74	74	9/27/2007	1/29/2010	N
36	Park View at Bladensburg, Bladensburg, MD	Bladensburg LLLP, (301) 699-9785	Y	102	102	11/15/2012	5/13/2015	N
37	Park View at Catonsville, Catonsville, MD	Catonsville LLLP, (410) 719-9464	Y	101	101	12/20/2007	10/1/2012	N
38	Park View at Colonial Landing, Elkridge, MD	Colonial LLLP, (410) 796-4399	Y	100	100	4/10/2013	8/12/2015	N
39	Park View at Columbia, Columbia, MD	Columbia LLLP, (410) 381-1118	Y	104	104	6/21/2011	7/1/2013	N
40	Park View at Ellicott City, Ellicott City, MD	Ellicott LLLP, (410) 203-9501	Y	81	81	2015*	2024 (expected)	N

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

1st PAGE
TOTAL: 3,777 3,509

LIHTC as % of
93% **Total Units**

	Development Name/Location	Name of Ownership Entity and Phone Number	Controlling General Partner? (Y/N)	Total Units	Low Income Units	Placed in Service Date	8609 Date	Non-compliance Found? Y/N
41	Park View at Emerson, Laurel, MD	Emerson LLLP, (301) 483-3653	Y	80	80	12/23/2008	8/25/2010	N
42	Park View at Fullerton, Baltimore, MD	Fullerton LLLP, (410) 663-0665	Y	90	90	12/1/2011	12/11/2013	N
43	Park View at Laurel I, Laurel, MD	Laurel I LLLP, (301) 490-1526	Y	153	153	9/16/2011	2/22/2013	N
44	Park View at Laurel II, Laurel, MD	Laurel II LLLP, (301) 490-9730	Y	105	105	7/7/2014	9/8/2015	N
45	Park View at Randallstown, Randallstown, MD	Randallstown LLLP, (410) 655-5673	Y	103	103	2/24/2011	9/12/2012	N
46	Park View at Rosedale, Rosedale, MD	Rosedale LLLP, (410) 866-1886	Y	109	109	2/24/2011	12/11/2013	N
47	Park View at Severna Park, Severna Park, MD	Severna Park LLLP, (410) 544-3411	Y	103	103	1/18/2011	10/18/2013	N
48	Park View at Towson, Towson, MD	Timothy House LLLP, (410) 828-7185	Y	112	112	6/30/2007	1/29/2010	N
49	Red Run Station, Owings Mills, MD	Red Run Station Limited Partnership, (443) 660-7449	Y	72	64	9/3/2019	7/7/2020	N
50	Reserve at Somerset Commons, Princess Anne, MD	Somerset Reserve LLLP, (410) 621-5635	Y	75	75	4/25/2016	3/8/2017	N
51	Reserve at Somerset Commons II, Princess Anne, MD	Somerset Reserve Two LP, (410) 621-5635	Y	54	48	11/20/2020 / 12/3/2020	2/1/2022	N
52	Residences at Highland Commons, Aberdeen, MD	Highland LLLP, (410) 272-1111	Y	22	22	1/31/2013	7/8/2015	N
53	Riverwoods at North East, North East, MD	Riverwoods at North East Limited Partnership, (410) 287-2877	Y	76	76	12/17/2013	8/1/2016	N
54	Scotland Townhomes, Rockville, MD	Scotland Townhomes Limited Partnership, (301) 983-2248	Y	75	49	12/4/2017	8/21/2020	N
55	Sierra Woods, Columbia, MD	Sierra Woods Limited Partnership, (410) 730-2350	Y	158	158	11/24/2009	11/3/2011	N
56	Somerset Commons, Princess Anne, MD	Somerset Commons, (410) 621-0212	Y	60	60	11/10/2010	7/11/2012	N
57	Stevens Forest (fka Forest Ridge Apartments), Columbia, MD	Stevens Forest Limited Partnership, (410) 730-6222	Y	105	104	5/28/2008	6/23/2010	N
58	Taney Village, Frederick, MD	Taney Village Limited Partnership, (301) 663-0929	Y	130	130	5/1/2014	4/24/2017	N
59	The Allendale, Baltimore, MD	Allendale Apartments Limited Partnership, (410) 500-4466	Y	164	164	11/6/2015	1/19/2018	N
60	Westbrook Commons, Salisbury, MD	Salisbury LLLP, (410) 860-1306	Y	96	95	7/28/2007	9/21/2008	N
61	Westminster Overlook (FKA Locust House), Westminster, MD	EHC Westminster LHA, Limited Partnership, (410) 876-7600	Y	98	98	9/1/2014	10/25/2016	N
62	Hickory Ridge, Columbia, MD	RF Hickory Ridge LP, (410) 730-6611	Y	108	108	6/30/2021	2024 (expected)	N
63	Randle Hill, Washington, DC	Randle Hill, (202) 360-4838	Y	195	175	9/27/2019	1/31/2023	N
64	Ashland Commons, Baltimore, MD	Ashland Commons, (410) 276-2364	Y	78	78	11/20/2007	1/16/2009	N
65	Cedar Heights, Washington, DC	Cedar Heights, (202) 889-6061	Y	134	134	8/1/2006	2012	N
66	Ednor Apartments II, Baltimore, MD	Ednor Apartments II, (410) 243-0180	Y	85	81	9/4/2008	12/15/2009	N
67	New Lake Anne House, Reston, VA	New Lake Anne House LP, (571) 901-1319	Y	240	240	4/29/2022	1/20/2023	N
68	Park View at Ellicott City II 2, Ellicott City, MD	RF Ellicott City II, LLC2, (410) 203-2096	Y	91	91	4/27/2023	2024 (expected)	N
69	Park View at Furnace Branch 2, Glen Burnie, MD	RF Furnace Branch, LLC2, (410) 761-4150	Y	101	101	10/7/2022	2024 (expected)	N
70	Park View at Coldspring, Baltimore, MD	RF Coldspring Limited Partnership, (410) 542-4400	Y	99	99	2/4/2020	1/17/2023	N
71	Benet House, Baltimore, MD	Bon Secours Benet House LP, (410) 566-0701	Y	101	101	11/26/2014	9/8/2016	N

List of LIHTC Developments (Schedule A)



Development Name: 1030 Alston Court - 9%
 Name of Applicant: 1030 Alston Court LLC

INSTRUCTIONS:

- 1 **1. A Schedule A is required for every individual that makes up the GP or Managing Member, except as follows:**
 - For Principals organized as a corporation (public or private), nonprofit organization, or governmental entity, you are only required to list the names of any officers who are directly responsible to the Board of Directors (or equivalent) and any stockholder holding a 25% or more interest in said Principal.
 - For Principals organized as a limited liability company with more than 100 individual members, you are only required to list the names of any officers and any managing members responsible for managing the affairs of the company, along with the name of any individual member holding 25% or more interest in the Principal.
 - For Principals organized as a trust, you are only required to list the names of all trustees and any individuals possessing a 25% or more beneficial interest in the assets of the trust.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience for the past 15 years.
- 4 Use separate pages as needed, for each principal.

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

1	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								
21								
22								
23								
24								
25								
26								
27								
28								
29								
30								
31								
32								
33								
34								
35								
36								
37								
38								
39								
40								

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

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

ADD ADDITIONAL PROPERTIES USING NEXT TAB

Tab E:

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

PURCHASE AGREEMENT

(1030 Alston Court, City of Waynesboro, Virginia)

THIS PURCHASE AGREEMENT (this "Agreement") is made as of January 26, 2024 (the "Effective Date") by and between **401403 LLC**, a Virginia limited liability company ("Seller") and **ENTERPRISE COMMUNITY DEVELOPMENT, INC.**, a Maryland non-stock corporation ("Purchaser").

RECITALS:

WHEREAS, Seller is the owner of that certain land consisting of approximately 4.834 acres located at 1030 Alston Court, located in the City of Waynesboro, Virginia (the "Land"); and

WHEREAS, Seller desires to sell and Purchaser desires to purchase the Land on the terms and conditions hereinafter stated.

AGREEMENT:

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

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

- (a) The Land;
- (b) All rights, privileges, and easements appurtenant to the Land, including without limitation, all water rights, rights of way, roadways, utility facilities and other appurtenances used or to be used in connection with the beneficial use of the Land;
- (c) All improvements, if any, located on the Land.

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

(d) All of Seller's rights in any studies, surveys, reports, government approvals, permits, licenses, engineering plans, site plans, architectural plans, environmental studies, soils reports, books and records, and similar approvals, plans and reports relating to the Property.

2. Agreement to Sell and Purchase. Seller agrees to sell and convey and Purchaser agrees to purchase the Property on the terms and conditions herein provided.

3. Purchase Price; Deposit. Purchaser shall pay to Seller as the purchase price for the Property (the "Purchase Price") the sum of One Million Two Hundred Thousand and No/100ths Dollars (\$1,200,000.00) (the "Base Purchase Price") in the following manner:

(a) Ten Thousand and No/100ths Dollars (\$10,000.00) will be delivered to Purchaser's title company ("Escrow Agent") as an earnest money deposit (the "First Deposit") upon the Effective Date. Unless Purchaser sooner terminates as provided herein, the First Deposit shall become non-refundable upon the expiration of the Feasibility Study Period, defined hereinafter, but shall be applied to the Purchase Price as provided herein.

(b) Ten Thousand and No/100ths Dollars (\$10,000.00) will be delivered to the Escrow Agent upon the expiration of the Feasibility Study Period (as hereinafter defined) (the "Second Deposit," together with the First Deposit, the "Initial Deposits"). The Second Deposit shall be non-refundable except as provided herein, but shall be applied to the Purchase Price as provided herein.

(c) Fifty Thousand and No/100ths Dollars (\$50,000.00) will be delivered to the Escrow Agent upon the satisfaction of the Financing Contingency (the "Additional Deposit", together with the Initial Deposits, the "Deposit"). The Additional Deposit shall be non-refundable except as provided herein, but shall be applied to the Purchase Price and provided herein. Escrow Agent will hold the Deposit without interest and disburse the Deposit in accordance with this Agreement and Escrow Agent's standard escrow terms. At Closing, the Deposit will be applied to the Purchase Price. If Closing does not occur, the Deposit will be disbursed as provided in this Agreement.

(d) Provided that Purchaser has not terminated this Agreement, the Base Purchase Price shall increase by Five Thousand and No/100ths Dollars (\$5,000.00) per month beginning on the day following the expiration of the Feasibility Study Period and continuing until Purchaser has deposited the Additional Deposit with the Escrow Agent.

(e) In the event Purchaser has exercised its right to extend Closing pursuant to Section 6(b) herein, the Base Purchase Price, as may be adjusted pursuant to Section 3(e), shall increase by Five Thousand and No/100ths Dollars (\$5,000.00) per month

beginning on the day following the Closing Date and continuing until the Extended Closing Date.

(f) The balance of the Purchase Price, adjusted as provided in this Agreement, including without limitation a credit for the Deposit, will be paid to Seller at Closing by wire transfer.

4. Feasibility Studies; Financing Contingency.

(a) To the extent that Seller has not previously done so, within five (5) business days following the Effective Date, Seller, shall deliver to Purchaser, or make available for inspection by Purchaser at all reasonable hours, all documents in Seller's possession pertaining to the use, development or ownership of the Property (collectively, the "Seller Deliveries"), including any surveys, site plans, subdivision plats, entitlements, permits and title policies.

(b) During the Feasibility Study Period (as hereinafter defined), Purchaser may apply for and diligently pursue financing to purchase the Property in accordance with this Agreement. Purchaser will apply to Virginia Housing for nine percent (9%) and four percent (4%) Low-Income Housing Tax Credits (together, the "LIHTC Financing"). Purchaser's obligation proceed to Closing shall be contingent upon Purchaser receiving approval of its application for LIHTC Financing (the "Financing Contingency").

(c) Purchaser shall have the right, in its sole and absolute discretion, to terminate this Agreement by written notice to Seller given by 5:00 p.m. on that date which is one hundred eighty (180) days following the Effective Date (the "Feasibility Study Period"), whereupon the First Deposit shall be returned to Purchaser and the parties shall be relieved of all further liability and/or obligation hereunder except those which explicitly survive termination.

5. Title to the Property; Environmental Assessment.

(a) At the closing of the transaction contemplated hereunder (the "Closing"), Seller shall convey good and marketable fee simple title to the Property, insurable as such in an amount at least equal to the Purchase Price by such title company as Purchaser may choose, at regular rates, subject only to (i) all matters of record consented to by Purchaser, (ii) the lien of current real estate taxes and special assessments not yet due and payable, and (iii) zoning and other applicable laws and regulations; but excluding any

mortgage, deed of trust, judgment lien or similar lien against the Property which can be discharged by the payment of money (collectively, "Monetary Liens"), which shall be discharged by Seller at or prior to Closing. The matters described in clauses (i) through (iii) above are hereinafter referred to as "Permitted Encumbrances".

(b) Purchaser may obtain a commitment for title insurance (the "Title Commitment") for the Property during the Feasibility Study Period (the "Title Period"). Purchaser may also obtain during the Feasibility Study Period, at Purchaser's expense, an environmental assessment (the "Environmental Assessment") and an ALTA survey (the "Survey") covering the Property. Purchaser may, prior to the expiration of the Feasibility Study Period, give written notice to Seller of any matter disclosed by the Title Commitment, Environmental Assessment, or Survey which adversely affects the Property and/or Purchaser's intended development thereof (an "Objection"), in which event the parties shall have the rights set forth in Section 5(c).

(c) In the event that, within ten (10) days of Seller's receipt of notice from Purchaser, Seller fails to either cure or correct an Objection or provide written assurances satisfactory to Purchaser that Seller will cure or correct such Objection prior to Closing, Purchaser may (i) terminate this Agreement in which case the Deposit shall be returned to Purchaser and parties shall be relieved of all further liability and/or obligation hereunder except those that explicitly survive, (ii) withdraw its Objection and proceed to Closing notwithstanding such Objection, or (iii) grant additional time to Seller to cure the Objection, in which case the Closing shall be extended by the amount of time needed to cure the Objection as agreed to by both parties. Seller shall be obligated to cure any title exceptions which are caused by Seller after the effective date of the Title Commitment and prior to the Closing Date or Extended Closing Date, unless Purchaser consents to such exceptions in writing. In any case, at or before Closing, Seller shall payoff, release and discharge all Monetary Liens, regardless of whether such item is noted as an Objection.

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

6. Closing.

(a) Except as otherwise provided in Section 5(c) herein, and provided Purchaser has not terminated this Agreement, Closing shall occur on or before a date selected by Purchaser that shall be not later than one hundred eighty (180) days following the date on which Purchaser has deposited the Additional Deposit with the Escrow Agent (the "Closing Date").

(b) Except as otherwise provided in Section 5(c) herein, Purchaser shall have the option to extend the Closing Date upon prior written notice to Seller (the "Extended Closing Date"). In the event that the Closing Date is extended by Purchaser as provided in this Section 6(b), the Purchase Price shall be adjusted as provided in Section 3(e) above. Notwithstanding anything contained herein to the contrary, in no event shall Closing be extended beyond August 29, 2025.

(c) The parties shall cooperate with each other in good faith in order to conduct the Closing in escrow, whereby Purchaser and Seller shall deliver to Escrow Agent, at or prior to the time for Closing, all funds and/or instruments required to be delivered by them respectively at the Closing, and shall take all such other actions as shall be required hereunder to be undertaken by them respectively at or prior to the time of Closing.

7. Conveyance; Adjustments.

(a) The following documents shall be executed and/or delivered by Seller to Purchaser and/or Escrow Agent at Closing:

(i) A special warranty deed in recordable form conveying fee simple title to the Property to Purchaser or its designees or assigns, free and clear of all liens, encumbrances or defects, and as otherwise described in Section 5(a) (excepting the Permitted Encumbrances) (the "Deed");

(ii) A bill of sale conveying any and all personal property of Seller, if any, located on the Property, with an affidavit that all such personal property is being conveyed to Purchaser free and clear of all liens and encumbrances of any nature;

(iii) An affidavit prepared by the title company issuing the title policy to Purchaser for execution by Seller stating under the penalties of perjury that Seller is not

a “foreign person” as that term is defined under Section 1445 of the Internal Revenue Code of 1986, as amended;

(iv) A settlement statement reflecting adjustments pursuant to Section 8(b) and (c) below;

(v) A certification dated as of the Closing Date or Extended Closing Date, as applicable, providing that all of Seller’s representations and warranties set forth in Section 10(a) are true and correct in all material respects;

(vi) Such other certificates, agreements and other documents as may be reasonably requested by the title company insuring title to the Property, in order to permit it to issue a title policy reflecting that Purchaser holds good and marketable title to the Property, subject only to the Permitted Encumbrances, provided that any such instruments shall be subject to Seller’s actual knowledge and shall exclude any matters ascertainable by search of any public records by the Escrow Agent; and

(vii) All other documents reasonably necessary or appropriate to effectuate the purposes of this Agreement.

(b) Purchaser shall bear the cost of all title insurance premiums, title examination and other title company charges. Purchaser shall pay the costs of recording any mortgages or deeds of trust on the Property, and Seller shall pay the cost of releasing any existing Monetary Liens or other encumbrances pursuant to Section 5(c). Purchaser and Seller shall share equally the cost of all transfer and recordation taxes and expenses; provided Seller shall be responsible for the payments of any special assessments and any other assessments against the Property. Purchaser and Seller shall each bear the fees of its respective counsel, advisors, and for any other representation provided to or contracted for by such party in connection with this Agreement.

(c) Pro rata adjustments on a per diem basis shall be made between Purchaser and Seller as of the Closing Date or Extended Closing Date, as applicable, with respect to the following items:

(i) Real estate taxes, ad valorem taxes, escrows, front foot benefit and any similar charges by governmental authorities or special taxing districts; and

(ii) All other charges typically prorated between buyers and sellers of commercial real estate in the jurisdiction where the Property is located.

(d) The risk of loss or damage to the Property by fire or other casualty shall remain on Seller until the Deed is delivered by Seller at Closing. Seller agrees to keep in place its current public liability insurance until Closing. In the event any portion of the Property is condemned by any governmental authority under its power of eminent domain, or is the subject of any notice of condemnation (a “Condemnation Proceeding”), then, notwithstanding anything to the contrary contained herein, Purchaser may elect to terminate this Agreement, in which event the Deposit shall be returned to Purchaser and the parties shall have no further liability to each other hereunder except for such liability as explicitly survives hereunder. In the event that a Condemnation Proceeding is filed and/or is pending against a portion of, but less than the entire Property (a “Partial Taking”), and such Partial Taking does not, in Purchaser’s opinion, materially impact Purchaser’s ability to develop the Project, Purchaser may elect (but is not obligated) to proceed to Closing. In such event, the proceeds of the Partial Taking up to the amount of the Purchase Price shall be paid to the Seller and the Purchase Price shall be reduced by the greater of (i) the amount of such proceeds paid to Seller; or (ii) the percentage of the land area taken under the Partial Taking as compared to the total acreage of the Property multiplied by the Purchase Price. Any proceeds from the Partial Taking in excess of the Purchase Price shall be delivered to the Escrow Agent to be held in escrow and shall be paid to Purchaser at Closing or, in the event of a Purchaser Default hereunder, to Seller. Seller shall provide to Purchaser notice of any Condemnation Proceedings (whether for the entire Property or for a portion of the Property), and Purchaser shall have the right, at its option and expense, to represent Seller in such proceedings. Seller agrees to cooperate with Purchaser to effectuate such Purchaser’s rights, including providing notice to the condemning party.

8. Default.

(a) Time is of the essence as to the performance of Purchaser’s obligations. If Purchaser defaults in the performance of its obligations under this Agreement (subject to any applicable cure period as provided in Section 13), including, without limitation, Purchaser’s failure to make payment at Closing pursuant to Section 3 (a “Purchaser Default”), Seller’s sole and exclusive remedy shall be to receive the Deposit, or portion thereof actually deposited with Escrow Agent, as full and complete liquidated

damages, and neither Purchaser nor Seller shall have any further obligation or liability hereunder except for such obligations which otherwise explicitly survive. The parties agree that Seller's retention of the Deposit shall constitute fair consideration for Seller's loss of the sale of the Property and for having removed the Property from the market during the term of this Agreement and not a penalty, as Seller's actual damages in the event of a Purchaser Default are uncertain and difficult to determine.

(b) Time is of the essence as to the performance of Seller's obligations. If Seller defaults in the performance of its obligations under this Agreement (subject to any applicable cure period as provided in Section 13) including, without limitation, the breach of any representation, warranty or covenant under Section 10 or the breach of the covenants provided in Sections 18 (a "Seller Default"), Purchaser shall be entitled to elect one of the following as its sole and exclusive remedy: (i) to pursue specific performance of Seller's obligations pursuant to this Agreement, (ii) to terminate this Agreement, whereupon the Deposit shall immediately be returned to Purchaser; or (iii) in the event of any actions by Seller which result in the non-availability of the remedy of specific performance, pursue damages at law including the recovery of all costs and reasonable attorneys' fees incurred by Purchaser in connection with the pursuit of such remedy.

9. Purchaser's Conditions Precedent to Closing.

(a) The obligation of Purchaser to purchase the Property pursuant to the terms of this Agreement shall be conditioned upon and subject to the satisfaction (or waiver in writing by Purchaser) of each of the following conditions (collectively, the "Conditions Precedent"):

(i) The status of title to the Property shall be as required by Section 5(a) of this Agreement.

(ii) No part of the Property shall have been acquired, or shall be about to be acquired, by authority of any governmental agency in the exercise of its power of eminent domain or by private purchase in lieu thereof, no portion of the Property shall have been damaged, and no zoning or similar land use proceeding shall have been instituted, where such

acquisition, damage or proceeding would have a material adverse effect on Purchaser's intended development and construction of the Project.

(iii) Seller shall not be in breach of its representations and warranties as set forth in Section 10(a) hereof and Seller shall have performed and complied in all material respects with all of the covenants and conditions required by this Agreement to be performed or complied with at or prior to Closing.

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

(v) Seller shall have corrected or cured all Objections that it agreed to correct or cure before Closing pursuant to Section 5(c) hereof.

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

(vii) The Financing Contingency as described hereinabove has been satisfied to Purchaser's sole and absolute satisfaction.

(viii) Purchaser shall have obtained all final and unappealable Project Approvals (as hereinafter defined).

(b) If any of the foregoing conditions are not fully satisfied as of the Closing Date or Extended Closing Date, Purchaser shall have the option: (i) to waive such condition precedent and proceed to Closing, or (ii) to terminate this Agreement, in which event, the Seller shall promptly return the Deposit to Purchaser, and the parties shall be relieved of all further obligation and/or liability hereunder.

10. Representations; Warranties; Covenants.

(a) Seller hereby warrants, represents and/or covenants, as applicable, to Purchaser as of the date hereof and as of the Closing Date or Extended Closing Date, as applicable:

(i) Seller has good, marketable, indefeasible fee simple title to the Property, and as of the Closing Date or Extended Closing Date, as applicable, will hold good, marketable, indefeasible fee simple title to the Property, subject only to the Permitted Encumbrances.

(ii) Seller has the right, power and authority to enter into this Agreement and to sell the Property in accordance with the terms and conditions of this Agreement; no other party has any ownership or other interest in the Property, or rights to consent to the terms of this Agreement.

(iii) Neither Seller nor any related entity has, nor will while this Agreement is in effect, (A) enter into any other option or contract of sale or execute any deeds, leases, declarations, preferences, conditions, restrictions, zoning proffers, covenants, easements, or rights-of-way materially adversely affecting the Property or (B) otherwise convey or encumber, or permit any lien or encumbrance upon (other than the Permitted Encumbrances) the Property or any interest therein if such lien or encumbrance would bind the Property following Closing, or impose obligations on the owner of the Property which would survive Closing hereunder.

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

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

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

(vii) Except as disclosed to Purchaser, Seller has no knowledge of any actual, pending, or threatened designation of any portion of the Property as a historic

landmark or archeological district, site or structure; Seller has no knowledge of any graveyard lying within the Property.

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

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

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

(xi) There are no leases, tenancies or occupancy agreements affecting all or any portion of the Property, and none shall exist as of the Closing Date or Extended Closing Date, as applicable.

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

(xiii) Seller has not received any written notice that the Property is not in compliance in all material respects with all applicable federal, State, and local laws, ordinances and regulations relating to air, water or noise pollution, or the production, storage, labeling or disposition or release of Hazardous Materials (as hereinafter defined) or Solid Wastes (as hereinafter defined) or the health, safety or environmental conditions on, under or about the Property, including, without limitation, soil and groundwater conditions (collectively, "Environmental Laws"). Seller has placed no Hazardous Materials or Solid Wastes on, under or about the Property. The term "Hazardous Materials" as used in this Agreement shall mean any and all substances subject to governmental regulation of any type, or which could subject Purchaser to liability of any type, including, but not limited to, "hazardous substances", "hazardous waste", "hazardous materials", "pollutants", "contaminants" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials Transportation Act, 49

U.S.C. Section 1801 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq.; “hazardous chemicals” as defined under OSHA’s hazard communication standard, 29 C.F.R. §1910.1200; and those substances defined as “hazardous wastes” or as “hazardous substances” under the laws of the Commonwealth of Virginia; and in the regulations adopted, published and/or promulgated pursuant to such laws. The term Hazardous Materials does not include materials ordinarily and customarily used, stored, present or handled in the regular operation of the Property in compliance with applicable Environmental Laws, including, but not limited to maintenance and custodial supplies all in amounts permitted by applicable law. The term “Solid Wastes” as used in this Agreement shall mean any and all substances subject to governmental regulation of any type or which could subject Purchaser, its designees or assigns to liability of any type, including, but not limited to, “solid wastes” as defined in the Resource Conservation and Recovery Act or under the laws of the Commonwealth of Virginia. Seller has not received any written notice from any governmental agency or private or public entity advising that Seller is responsible for or potentially responsible for response costs or response actions with respect to a release, a threatened release or cleanup of substances produced by, or resulting from, any business, commercial or industrial activities, operations or processes related to the Property or Seller or any of their respective predecessors.

(xiv) Seller is not in default under any mortgage or deed of trust encumbering the Property (a “Mortgage Default”). In the event any such Mortgage Default occurs during the term of this Agreement, Seller shall notify Purchaser of such Mortgage Default immediately, but in any event within three (3) business days of receiving notice of such Mortgage Default. If Seller has not cured such Mortgage Default or provided Purchaser with written assurances that Seller will cure such Mortgage Default on or before the date that is three (3) business days prior to the expiration of any applicable cure period, Purchaser may elect, but is not under any obligation, to cure such Mortgage Default at Purchaser’s expense, in which case the Purchase Price shall be reduced at Closing in an amount equal to the costs and expenses incurred by Purchaser in connection with curing such Mortgage Default or, if Closing does not occur, Seller shall be obligated to reimburse Purchaser for any such costs and expenses incurred by Purchaser in connection with curing such Mortgage Default.

The representations and warranties made herein shall be true and correct in all material respects at the time of Closing and shall be deemed to be remade as of the Closing Date

or Extended Closing Date, as applicable. Seller will not allow or cause any action to be taken that will cause any of the foregoing representations or warranties to be untrue or incorrect at Closing. Seller shall indemnify and hold Purchaser from and against any and all liabilities, losses, costs, damages, and expenses (including attorneys' fees and expenses and costs of litigation) incurred by Purchaser and a result of the untruth, incorrectness or incompleteness when made and through Closing of any representation or warranty made herein or in connection therewith. If Seller obtains knowledge that any of its representations and warranties set forth in this Section 10(a) are untrue or become untrue or incorrect in any respect, Seller shall promptly notify Purchaser in writing of the same. Seller's representations and warranties set forth herein shall survive Closing for a period of one year.

(b) Purchaser hereby warrants and represents to Seller as follows:

(i) Purchaser is a corporation duly organized and validly existing in good standing under the laws of the State of Maryland and has the right, power and authority to enter into this Agreement and to purchase the Property in accordance with the terms and conditions hereof; no other party has rights to consent to the terms of this Agreement.

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

(iii) There is no litigation or proceeding of any type pending, or to the knowledge of Purchaser, threatened against or relating to the Property or to Purchaser's ability to purchase the Property.

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

(v) The execution and performance of this Agreement will not violate any law, rule, regulation, court order, contract, agreement, commitment or obligation by which Purchaser is bound.

(c) Seller agrees to indemnify, defend and hold Purchaser harmless from and against any and all costs, claims, liabilities, damages and expenses, including,

without limitation, reasonable attorneys' fees and expenses, arising as a result of a breach of any of Seller's representations, warranties or covenants in this Agreement.

11. Government Applications. Purchaser shall have the right to make application to, and make such agreements with, federal, state, local and private agencies as are necessary to obtain such approvals, permits, financing, subdivisions, zoning changes, and other assistance as may be necessary to develop, own and operate the Property and the Project (the "Project Approvals"). Seller shall cooperate with Purchaser in Purchaser's efforts to obtain all governmental approvals for Purchaser's development of the Property, including, without limitation, the Project Approvals, and, in that regard, Seller shall execute, from time to time, in each case within 5 days after receipt from Purchaser, a special limited power of attorney, all applications, plats, filings and other documents related to the Project Approvals for which Seller's signature is required, at no cost or expense to Seller, except for any attorneys' fees which Seller may incur for Seller's counsel's review of such documents.

12. Brokerage. Purchaser and Seller each represent and warrant to the other that no agent, broker or finder has acted for it in connection with this Agreement and the sale of the Property other than ARG Commercial representing the Seller (the "Seller's Broker"). Seller shall be solely responsible for the payment of all costs, fees and commissions due to Seller's Broker. Seller agrees to defend, protect, hold harmless and indemnify Purchaser, its affiliates, principals, and agents, from and against any and all claims, liabilities, demands, suits, damages, causes of action, judgments, verdicts, liens, costs and expenses (including reasonable attorneys' fees) and all other losses arising from any claim against a Purchaser by any broker, agent, salesperson or other representative for any fees or commissions arising by reason of any action on the part of a Seller. The terms of this Section shall survive any termination of this Agreement.

13. Notice and Cure. In the event either party fails to perform any of its obligations under this Agreement other than its obligation to proceed to Closing on the Closing Date or Extended Closing Date, as applicable (which obligation shall not be subject to a notice and a cure period), the non-defaulting party shall give the defaulting party written notice of such default. The defaulting party shall have five (5) business days after receipt of such notice to cure such default if the default involves the payment of money, and twenty (20) business days to cure any other default before the non-defaulting party may enforce any of its rights hereunder.

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

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

16. Notices. All notices hereunder shall be in writing and shall be delivered by hand, by certified mail, return receipt requested, by telecopy, or sent by electronic mail, when delivered to and received by the respective parties at the below addresses or by a nationally recognized overnight courier as follows:

If to Seller:

401403 LLC
Dave White, President
C/O Nicole Scro
302 Park Street,
Suite 300
Charlottesville , Va 22902

With a copy to:

Attention: _____

Email:

If to Purchaser:

Enterprise Community Development, Inc.
8403 Colesville Road, Suite 1150
Silver Spring, MD 20910
Attention: Ned Howe

Email: nhowe@enterprisecommunity.org

With a copy to:

Hirschler

2100 E. Cary Street

Richmond, Virginia 23223

Attention: Matthew G. Roberts

Email: mroberts@hirschlerlaw.com

Any such notice shall be considered given on the date of hand, electronic mail or courier delivery, three (3) business days after deposit in the United States Mail, or one (1) business day after deposit with a nationally recognized overnight delivery service. Rejection or other refusal to accept or inability to deliver because of a changed address of which no notice was given shall be deemed receipt of the notice. For purposes of this Agreement, Seller's and Purchaser's counsel may provide and receive notice on behalf of Seller and Purchaser, respectively, and such notice shall be binding on the recipient as if such notice has been provided directly by and to Seller and Purchaser, as the case may be. Each party shall have the right to designate a new address by notifying the other party in writing.

17. Assignment. This Agreement may be assigned by Purchaser to any affiliate of Purchaser without Seller's prior written consent. Further, this Agreement may be assigned by Purchaser to any other party not an affiliate of Purchaser upon Seller's prior written consent, such consent not to be unreasonably withheld, conditioned, or delayed. This Agreement may not be assigned by Seller without Purchaser's prior written consent.

18. Confidentiality. Any information provided (whether oral or written) by any party to the other shall be treated as confidential by the other and shall not be disclosed by such party, its agents, representatives, employees, legal or financial advisors, in any manner other than to lenders, partners, consultants etc., whose work, advice or consents or approvals would be necessary to carry out the contemplated transaction, or whose financial interests would be affected by the transaction. Notwithstanding the foregoing, the party receiving the same may disclose the same to its employees involved in the due diligence and/or negotiation of the transaction, as well as its financial and legal advisors, who shall be bound by the terms of this Section as if they had signed a copy of this Agreement. It is further understood and agreed that it is necessary that this transaction (and all of the terms of this Agreement, and of any other

agreements to be entered into relating to this Agreement, as well as the negotiations related hereto and thereto) be kept confidential, and that no publicity or information relating to the same be issued or leaked to the press or any other parties whatsoever until all parties agree as to exactly what is going to be stated and when, or unless otherwise required to be disclosed by law or regulation. The provisions of this Section 19 shall survive the termination of the Agreement for a period of 1 year.

19. Construction of the Provisions of this Agreement. The provisions of this Agreement are to be construed as a whole according to their common meaning to achieve the objectives and purposes of this Agreement. Each of the parties represent that they, and their respective counsel, have carefully reviewed all of the terms and conditions of this Agreement. The rule of construction that any ambiguities are to be resolved against the drafting party will not be employed in interpreting this Agreement as both Seller and Purchaser are considered to have equal bargaining power.

20. Miscellaneous Provisions.

(a) This Agreement contains the entire agreement between the parties hereto and is intended to be an integration of all prior or contemporaneous agreements, conditions or undertakings between the parties hereto; there are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, express or implied, between and among the parties hereto other than as herein set forth. No change or modification of this Agreement shall be valid unless the same is in writing and signed by Seller and Purchaser.

(b) Wherever herein reference is made to “days”, the same shall mean “calendar days”. Wherever in this Agreement a time period shall end on a day, which is a Saturday, Sunday, or legal holiday, said time period shall automatically extend to the next date which is not a Saturday, Sunday, or legal holiday.

(c) No purported or alleged waiver of any of the provisions of this Agreement shall be valid or effective unless in writing signed by the party against whom it is sought to be enforced.

(d) This Agreement and all of the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective estates, legal representatives, successors and permitted assigns.

(e) The provisions of Section 10 shall survive any termination of this Agreement or the execution, delivery and recordation of the Deed for a period of one (1) year.

(f) This Agreement shall not be recorded in any manner or form by Seller or Purchaser.

(g) This Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Virginia (without regard to principles of conflicts of law).

(h) The parties acknowledge that this Agreement is the result of substantial negotiation between the parties. The parties further acknowledge and agree that each party and its legal counsel have reviewed, revised, and contributed to this Agreement, such that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be utilized in the interpretation of this Agreement.

(i) This Agreement and any amendments thereto may be signed in any number of counterparts, which together shall constitute one and the same instrument. To facilitate execution of this Agreement and any amendments thereto, the parties may execute and exchange by electronic transmissions copies of this Agreement and any amendments thereto, and all such copies shall be deemed to be originals.

(j) Time is of the essence.

~~(k) If Closing hereunder has not occurred as of that date which is ten (10) years following the Effective Date of this Agreement, and this Agreement is not sooner terminated, the parties shall proceed to Closing within ten (10) business days following said date.~~

See Item 6B

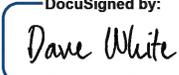
[Signature Page Follows.]

DS
DW

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

SELLER:

401403 LLC

By:  _____
ECB5971B200147A...
Name: Dave White _____
1/26/2024
Title: _____

PURCHASER:

ENTERPRISE COMMUNITY
DEVELOPMENT, INC.

By: *Ned Howe*
Name: Ned Howe
Title: Vice President, Development Planning and Acquisitions

**PARTIAL ASSIGNMENT OF PURCHASE & SALE AGREEMENT
(9% Phase)**

This Partial Assignment of Purchase & Sale Agreement (9% Phase) (this “*Assignment*”) is made and entered into as of Marc 13, 2024 (the “*Effective Date*”), by and among Enterprise Community Development, Inc., a Maryland nonstock corporation (“*ECD*”) and 1030 Alston Court LLC, a Virginia limited liability company (“*9% Phase Owner*”, and collectively with ECD, the “*Parties*”).

RECITALS

WHEREAS, ECD and 401403 LLC, a Virginia limited liability company (“*Seller*”) entered into that certain Purchase & Sale Agreement dated January 26, 2024 (the “*Purchase Agreement*”) for the purchase and sale of certain land consisting of approximately 4.834 acres located at 1030 Alston Court, located in the City of Waynesboro, Virginia (the “*Land*”);

WHEREAS, pursuant to the Purchase Agreement, ECD’s obligations to proceed with Closing (as defined in the Purchase Agreement) is contingent upon receiving approval from Virginia Housing for nine percent (9%) and four percent (4%) Low-Income Housing Tax Credits (together, the “*LIHTC Financing*”);

WHEREAS, in connection with applying for LIHTC Financing, ECD plans to separate the Land into two distinct [parcels], where one portion of the Land will include the 9% project site (“*9% Phase*”) located on a portion of the Land, as more particularly described in Exhibit A (the “*9% Phase Property*”) and the [remaining portion of the Land will include the 4% project site (“*4% Phase*”) located on the other portion of the Land (the “*4% Phase Property*”);

WHEREAS, ECD formed the 9% Phase Owner to serve as project owner of the 9% Phase, and desires to enter into this Assignment of its interest, rights, privileges, and benefits under and that certain Purchase Agreement with respect to the 9% Phase Property;

WHEREAS, all capitalized terms used but not otherwise defined in this Assignment are use in accordance with the definition of such terms in the Purchase Agreement.

AGREEMENT

NOW THEREFORE, for and in consideration of the obligations under the Purchase Agreement, the mutual obligations under this Assignment, and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, ECD and 9% Phase Owner hereby agree as follows:

1. **Assignment.** ECD hereby transfers, assigns, grants, bargains, conveys, sets over, and delivers (the “*9% Phase Assignment*”) unto the 9% Phase Owner, its successors and assigns, all of ECD’s right title and interest, in, to and under the Purchase Agreement solely with respect to the 9% Phase Property together with all other rights, privileges or benefits belonging to, or held by ECD under the Purchase Agreement with respect to the 9% Phase Property.

2. **Assumption.** Subject to the terms and conditions hereof, 9% Phase Owner accepts the foregoing 9% Phase Assignment and assumes each and every obligation, duty, term, provision and covenant of ECD under the Purchase Agreement solely with respect to the 9% Phase Property (the “*Obligations*”), and agrees to observe and perform each of the Obligations, and to pay and discharge all of the liabilities of ECD, to be observed, performed, paid or discharged from and after the Effective Date, under the Purchase Agreement with respect to the 9% Phase Property. In this regard, and subject to the terms and conditions hereof, the 9% Phase Owner agrees to perform all of the obligations of ECD owing to Seller with respect to the 9% Phase Property pursuant to the terms and conditions of the Purchase Agreement in the same manner and to the same extent as if the 9% Phase Owner and Seller were the original parties to the Purchase Agreement solely with respect to the 9% Phase Property. Nothing in this Assignment or the 9% Phase Assignment shall be construed as an assumption by the 9% Phase Owner of any obligations under the Purchase Agreement with respect to the remaining Land, which will include the distinct 4% Phase Property.
3. **Further Actions.** The Parties covenant and agree, at their own expense, to execute and deliver, at the request of any other party hereto, such further instruments of transfer and assignment and to take such other action as such other party may reasonably request to more effectively consummate the assignments, assumptions and agreements contemplated by this Assignment.
4. **Indemnification.** ECD agrees to indemnify, defend, and hold harmless the 9% Phase Owner, its lenders, investors and mortgagees, the 9% Phase Owner’s consultants, the 9% Phase Owner’s members, general and limited partners, officers, directors, shareholders and affiliated companies, and agents and employees of any of them, or any other person or entity taking through or under them, or any of them from and against any and all liabilities, obligations, damages, losses, expenses (including but not limited to reasonable attorney’s fees and court costs), claims, counterclaims, demands, causes of action, amounts paid in settlement, liens, or encumbrances, in each case, in connection with, arising out of, based upon or in any way related to the 4% Phase Property.
5. **Miscellaneous.**
 - 5.1. This Agreement shall be governed, construed, and interpreted as to validity and enforcement and in all other respects in accordance with the internal laws of the Commonwealth of Virginia without giving effect to its conflicts of laws provisions.
 - 5.2. This Agreement represents the entire and final agreement of the Parties with respect to the subject matter hereof and supersedes all prior discussions, negotiations and writings with respect thereto. This Agreement shall be binding on the Parties and their heirs, executors, personal representatives, successors and assigns.
 - 5.3. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on all Parties hereto, notwithstanding that all the Parties shall not have signed the same counterpart.

[Remainder of Page Intentionally Left Blank; Signatures on Following Pages]

[Counterpart Signature Page to Partial Assignment of Purchase & Sale Agreement]

IN WITNESS WHEREOF, the Parties have caused this Assignment to be duly executed on the day and year first above written.

ECD:

ENTERPRISE COMMUNITY DEVELOPMENT, INC.

By: RAZ
Name: Robert Fossi
Title: SVP, Real Estate Development

9% PHASE OWNER:

1030 ALSTON COURT LLC
a Virginia limited liability company

By: 1030 Alston Court MM LLC
a Virginia limited liability company
its sole member

By: Enterprise Community Development, Inc.
a Maryland nonstock corporation,
its sole member

By: RAZ
Name: Robert Fossi
Title: SVP, Real Estate Development

EXHIBIT A

LEGAL DESCRIPTION

(see attached)

SURVEY DESCRIPTION (9% Portion, TMP 51-12-6A)

A PORTION OF THAT CERTAIN PIECE OR PARCEL OF LAND, WITH IMPROVEMENTS THEREON AND APPURTENANCES THERETO, **BEING A PART OF** THAT REAL PROPERTY NOW OR FORMERLY IN THE NAME OF 401403 LLC., SITUATE, LYING AND BEING IN THE CITY OF WAYNESBORO, VIRGINIA, BEING KNOWN AS CITY TAX MAP PARCEL NUMBER 51-12-6A ('THE SUBJECT') AND AS SHOWN ON A PLAT OF SURVEY ENTITLED 'BOUNDARY LINE ADJUSTMENT OF 4.834 ACRES OF LAND' OF RECORD IN PLAT BOOK 7, PAGE 82 IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE CITY OF WAYNESBORO, SAID **PORTION, REFERENCED HEREIN AS THE '9% PORTION'**, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON ROD ALONG THE NORTH LINE OF ALSTON COURT, A 60' WIDE PUBLIC RIGHT OF WAY, SAID IRON BEING A COMMON SOUTHEAST CORNER OF THE SUBJECT AND SOUTHWEST CORNER OF TAX MAP PARCEL 51-12-4 IN THE NAME OF NEIGHBORHOOD INVESTMENTS—BL, LLC, **SAID POINT BEING THE (9 % PORTION) POINT OF BEGINNING (P.O.B.);;**

THENCE WITH NORTH LINE OF ALSTON COURT S 62° 43' 00" W 116.00' TO A POINT,

THENCE LEAVING THE NORTH LINE OF ALSTON COURT AND THROUGH THE LANDS OF THE SUBJECT THE FOLLOWING COURSES:

N 09° 42' 40" W 76.00' TO A POINT;

N 31° 37' 22" W 196.77' TO A POINT;

A CURVE TO THE LEFT WITH A RADIUS OF 100.00', A LENGTH OF 64.15', DELTA ANGLE OF 36°45'25", AND A LONG CHORD BEARING N 50°00'05" W A DISTANCE OF 63.06' TO A POINT;

N 68° 22' 47" W 106.51' TO A POINT;

N 33° 27' 33" W 205.21' TO A POINT;

S 56° 28' 36" W 69.21' TO A POINT;

N 33° 31' 24" W 148.50' TO A POINT;

S 56° 29' 52" W 50.00' TO A POINT IN THE WESTERLY LINE OF THE SUBJECT AND A COMMON LINE WITH TMP 51-12-46 IN THE NAME OF MP WAYNESBORO, LLC;

THENCE CONTINUING WITH THE SUBJECT AND MP WAYNESBORO, LLC N 33° 34' 02" W 58.17' TO AN IRON ROD, SAID IRON ROD BEING A COMMON CORNER WITH MP WAYNESBORO, LLC AND A SOUTHEAST CORNER OF TMP 51-12-6 IN THE NAME OF NEIGHBORHOOD INVESTMENTS—BL, LLC;

THENCE LEAVING MP WAYNESBORO, LLC AND WITH THE SUBJECT AND NEIGHBORHOOD INVESTMENTS—BL, LLC THE FOLLOWING COURSES:

N 56° 25' 58" E 189.90' TO AN IRON ROD;
N 78° 14' 03" E 16.16' TO AN IRON ROD;

N 56° 25' 58" E 28.60' TO AN IRON ROD;

S 33° 34' 02" E 416.00' TO AN IRON ROD;

N 56° 25' 58" E 50.00' TO AN IRON ROD;

S 32° 25' 57" E 416.86' TO THE **POINT OF BEGINNING (P.O.B.) CONTAINING 2.414 ACRES, MORE OR LESS.**

BASIS OF BEARINGS: PLAT BOOK 7, PAGE 82.

1030 ALSTON CT

Location 1030 ALSTON CT

Map Number 51/ 12 / 6/ A/

PIN/Acct# 707000

Owner WHITE, CANDACE SHARP

Assessment \$628,400

PID 8078

Building Count 1

Legal Description 4.834 ACRES SMALL ACREAGE
(2004 REPLAT)

Appx Lot Dimensi... LAND: 4.834 ACRES

Utility

District 04: Ward D

Current Value

Assessment			
Valuation Year	Improvements	Land	Total
2023	\$0	\$628,400	\$628,400

Parcel Addresses

Additional Addresses
No Additional Addresses available for this parcel

Owner of Record

Owner	WHITE, CANDACE SHARP	Sale Price	\$0
Co-Owner		Book & Page	0/0
Care Of		Sale Date	10/29/2018
Address	13554 SAGE MESA RD SAN DIEGO, CA 92130		

Ownership History

Ownership History				
Owner	Sale Price	Book & Page	Sale Date	Instrument #
WHITE, CANDACE SHARP	\$0	0/0	10/29/2018	2197
ACEND 2002 LLC	\$640,000	0/0	03/02/2007	664
MOUNTAIN TOP PROPERTIES LLC	\$510,000	0/0	08/03/2006	2788
LYNCH, PATSY O	\$0	766/575	12/01/2004	3996

Building Information

Building 1 : Section 1

Year Built:

Living Area: 0

Building Attributes	
Field	Description
Model	
Style	Vacant Land
Class	
Factor	
Stories	
# Units	
Roof Type	
Roof Cover	
Exterior Wall 1	
Exterior Wall 2	
Heat System	
Heat Fuel	
AC Type	
Interior Wall 1	
Interior Wall 2	
Interior Wall 3	
Interior Floor 1	
Interior Floor 2	
Interior Floor 3	
Total Room(s)	
Bedroom(s)	
Full Bath(s)	
Half Bath(s)	
Extra Fixture(s)	
Extra Kitchen(s)	
Fireplace(s)	
Stacked Fireplace(s)	
Gas Fireplace(s)	
Flue(s)	
Metal Flue(s)	
Inop Flue/FPL	
CAMRA S/F	
Foundation	

Building Photo

 [Building Photo](#)

(<https://images.vgsi.com/photos/waynesborovaPhotos/default.jpg>)

Building Layout

([ParcelSketch.ashx?pid=8078&bid=8078](#))

Building Sub-Areas (sq ft)
No Data for Building Sub-Areas

Basement	
Fin Bsmt Area	
FBM Quality	
# Cars - Built In	
Garage	
# Cars - Garage	
Carport Type	
# Cars - Carport	
Garage Type 2	
# Cars - Garage 2	
Water/Sewer	

Extra Features

Extra Features
No Data for Extra Features

Land

Land Use

Zoning R-MF
Land Use Program No

Land Line Valuation

Size (Acres) 4.83
Assessed Value \$628,400

Outbuildings

Outbuildings
No Data for Outbuildings

Valuation History

Assessment			
Valuation Year	Improvements	Land	Total
2023	\$0	\$628,400	\$628,400
2022	\$0	\$628,400	\$628,400
2021	\$0	\$628,400	\$628,400

Tab F:

RESNET Rater Certification (MANDATORY)



Appendix F

RESNET Rater Certification of Development Plans

I certify that the development's plans and specifications incorporate all items for the required baseline energy performance as indicated in Virginia's Qualified Allocation Plan (QAP).

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

***Please note that this may cause the Application to be ineligible for credits. The Requirements apply to any new, adaptive reuse or rehabilitated development (including those serving elderly and/or physically disabled households).

In addition provide HERS rating documentation as specified in the manual

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

N/A Rehabilitation -30% performance increase over existing, based on HERS Index
Or Must evidence a HERS Index of 80 or lower
Rater understands that before issuance of IRS Form 8609, rater must provide Certification to Virginia Housing of energy performance.

N/A Adaptive Reuse - Must evidence a HERS Index of 95 or lower.
Rater understands that before issuance of IRS Form 8609, rater must provide Certification to Virginia Housing of energy performance.

Additional Optional Certifications

I certify that the development's plans and specifications incorporate all items for the certification as indicated below, and I am a certified verifier of said certification. In the event the plans and specifications do not include requirements to obtain the certification, then those requirements still must be met, even though the application is accepted for credits. Rater understands that before issuance of IRS Form 8609, applicant will obtain and provide Certification to Virginia Housing.

FALSE Earthcraft Certification - The development's design meets the criteria to obtain EarthCraft Multifamily program Gold certification or higher

FALSE LEED Certification - The development's design meets the criteria for the U.S. Green Building Council LEED green building certification.

FALSE National Green Building Standard (NGBS) - The development's design meets the criteria for meeting the NGBS Silver or higher standards to obtain certification

TRUE Enterprise Green Communities - The developmen's design meets the criteria for meeting meeting the requirements as stated in the Enterprise Green Communities Criteria for this developments construction type to obtain certification.

***Please Note Raters must have completed 500+ ratings in order to certify this form

Signed:



Zach Smith
Senior Project Manager
D: 717-387-3670
O: 443-364-8047
www.PandoAlliance.com

Date: 2/22/24

Printed Name: Zach Smith

Resnet Provider Agency
Pando Alliance

RESNET Rater
Signature Thiel Butner

Provider Contact and Phone/Email Thiel Butner / Thiel@pandoalliance.com / 443-364-8047

1030 Alston Court

Prepared on: March 8, 2024

Based on: 2024.02.26 Progress Plans

UNIT TYPES

Name	# BR	Location	End/Int
1BR	1	Mid-level	Int
1BR	1	Top	Int
1BR-1-UD/UFAS/A	1	Slab	Int
1BR-2-UD	1	Slab	Int
1BR-3-UD	1	Slab	Int
2BR	2	Mid-level	Int
2BR	2	Top	Int
2BR-UD	2	Slab	Int
2BR-UD/UFAS/A	2	Slab	Int
3BR-1	3	Mid-level	Int
3BR-1	3	Top	Int
3BR-1-UD	3	Slab	Int
3BR-2	3	Mid-level	End
3BR-2	3	Top	End
3BR-2-UD/UFAS/A	3	Slab	End
3BR-3-DEN	3+Den	Top	End

CURRENT DESIGN

HERS Score	ZERH Target	Point Diff	Pass ZERH?
51	57	-6	Yes
51	58	-7	Yes
53	59	-6	Yes
58	60	-2	Yes
59	60	-1	Yes
52	57	-5	Yes
52	58	-6	Yes
55	58	-3	Yes
55	58	-3	Yes
53	56	-3	Yes
53	57	-4	Yes
55	58	-3	Yes
54	56	-2	Yes
54	58	-4	Yes
56	58	-2	Yes
52	58	-6	Yes

ENERGY STAR MF V1.1 Home Report



Property

1030 Alston Court
Waynesboro, VA 22980
Model: 1BR Mid-Level

Organization

Pando Alliance
Zach Smith
717-387-3670

Inspection Status

Results are projected

Waynesboro Site - 1BR Mid
1BR Mid-Level

Builder

Mandatory Requirements

- ✓ Duct leakage at post construction better than or equal to applicable requirements.
- ✓ Total building thermal envelope UA meets or exceeds applicable 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 Grade II with insulated sheathing.
- ✓ 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)	63
SAF (Size Adjustment Factor)	1.00
SAF Adjusted ERI (HERS) Target	63
As Designed Home ERI (HERS)	51
As Designed Home ERI (HERS) w/o PV	51

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

	ENERGY STAR	As Designed
Heating	7.9	5.5
Cooling	2.6	2.1
Water Heating	3.9	4.3
Lights and Appliances	11.1	9.2
Total	25.6	21.0



This home **MEETS** or **EXCEEDS** the energy efficiency requirements for designation as an EPA ENERGY STAR Qualified Home under Version Multifamily V1.1

Pollution Prevented

Type of Emissions	Reduction
Carbon Dioxide (CO ₂) - tons/yr	0.3

Energy Cost Savings

	\$/yr
Heating	28
Cooling	10
Water Heating	-11
Lights & Appliances	57
Generation Savings	0
Total	84

The energy savings and pollution prevented are calculated by comparing the Rated Home to the ENERGY STAR Version Multifamily V1.1 Reference Home as defined in the ENERGY STAR Qualified Homes ERI (HERS) Target Procedure for National Program Requirements, Version Multifamily V1.1 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

ENERGY STAR MF V1.1 Home Report



Property

1030 Alston Court
Waynesboro, VA 22980
Model: 1BR Top

Organization

Pando Alliance
Zach Smith
717-387-3670

Inspection Status

Results are projected

Waynesboro Site - 1BR Top
1BR Top

Builder

Mandatory Requirements

- ✓ Duct leakage at post construction better than or equal to applicable requirements.
- ✓ Total building thermal envelope UA meets or exceeds applicable 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 Grade II with insulated sheathing.
- ✓ 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)	62
SAF (Size Adjustment Factor)	1.00
SAF Adjusted ERI (HERS) Target	62
As Designed Home ERI (HERS)	51
As Designed Home ERI (HERS) w/o PV	51

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

	ENERGY STAR	As Designed
Heating	7.9	6.1
Cooling	2.8	2.2
Water Heating	3.9	4.3
Lights and Appliances	11.1	9.2
Total	25.8	21.7



This home **MEETS** or **EXCEEDS** the energy efficiency requirements for designation as an EPA ENERGY STAR Qualified Home under Version Multifamily V1.1

Pollution Prevented

Type of Emissions	Reduction
Carbon Dioxide (CO ₂) - tons/yr	0.3

Energy Cost Savings

	\$/yr
Heating	35
Cooling	12
Water Heating	-11
Lights & Appliances	57
Generation Savings	0
Total	93

The energy savings and pollution prevented are calculated by comparing the Rated Home to the ENERGY STAR Version Multifamily V1.1 Reference Home as defined in the ENERGY STAR Qualified Homes ERI (HERS) Target Procedure for National Program Requirements, Version Multifamily V1.1 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

ENERGY STAR MF V1.1 Home Report



Property
1030 Alston Court
Waynesboro, VA 22980
Model: 1BR-1-UD/UFAS/A

Organization
Pando Alliance
Zach Smith
717-387-3670

Inspection Status
Results are projected

Waynesboro Site - 1BR-1-UD/UFAS/A
1BR-1-UD/UFAS/A

Builder

Mandatory Requirements

- ✓ Duct leakage at post construction better than or equal to applicable requirements.
- ✓ Total building thermal envelope UA meets or exceeds applicable 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 Grade II with insulated sheathing.
- ✓ 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)	63
SAF (Size Adjustment Factor)	1.00
SAF Adjusted ERI (HERS) Target	63
As Designed Home ERI (HERS)	53
As Designed Home ERI (HERS) w/o PV	53

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

	ENERGY STAR	As Designed
Heating	8.4	7.1
Cooling	2.0	1.5
Water Heating	3.9	4.3
Lights and Appliances	11.1	9.2
Total	25.5	22.0



This home **MEETS** or **EXCEEDS** the energy efficiency requirements for designation as an EPA ENERGY STAR Qualified Home under Version Multifamily V1.1

Pollution Prevented

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

Energy Cost Savings

	\$/yr
Heating	24
Cooling	10
Water Heating	-11
Lights & Appliances	57
Generation Savings	0
Total	80

The energy savings and pollution prevented are calculated by comparing the Rated Home to the ENERGY STAR Version Multifamily V1.1 Reference Home as defined in the ENERGY STAR Qualified Homes ERI (HERS) Target Procedure for National Program Requirements, Version Multifamily V1.1 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

ENERGY STAR MF V1.1 Home Report



Property

1030 Alston Court
Waynesboro, VA 22980
Model: 1BR-2-UD

Organization

Pando Alliance
Zach Smith
717-387-3670

Inspection Status

Results are projected

Waynesboro Site - 1BR-2-UD
1BR-2

Builder

Mandatory Requirements

- ✓ Duct leakage at post construction better than or equal to applicable requirements.
- ✓ Total building thermal envelope UA meets or exceeds applicable 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 Grade II with insulated sheathing.
- ✓ 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)	66
SAF (Size Adjustment Factor)	1.00
SAF Adjusted ERI (HERS) Target	66
As Designed Home ERI (HERS)	58
As Designed Home ERI (HERS) w/o PV	58

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

	ENERGY STAR	As Designed
Heating	4.1	3.3
Cooling	1.7	1.6
Water Heating	4.0	4.3
Lights and Appliances	10.9	8.9
Total	20.6	18.1



This home **MEETS** or **EXCEEDS** the energy efficiency requirements for designation as an EPA ENERGY STAR Qualified Home under Version Multifamily V1.1

Pollution Prevented

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

Energy Cost Savings

	\$/yr
Heating	-1
Cooling	0
Water Heating	-11
Lights & Appliances	56
Generation Savings	0
Total	43

The energy savings and pollution prevented are calculated by comparing the Rated Home to the ENERGY STAR Version Multifamily V1.1 Reference Home as defined in the ENERGY STAR Qualified Homes ERI (HERS) Target Procedure for National Program Requirements, Version Multifamily V1.1 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

ENERGY STAR MF V1.1 Home Report



Property

1030 Alston Court
Waynesboro, VA 22980
Model: 1BR-3-UD

Organization

Pando Alliance
Zach Smith
717-387-3670

Inspection Status

Results are projected

Waynesboro Site - 1BR-3-UD
1BR-3

Builder

Mandatory Requirements

- ✓ Duct leakage at post construction better than or equal to applicable requirements.
- ✓ Total building thermal envelope UA meets or exceeds applicable 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 Grade II with insulated sheathing.
- ✓ 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)	66
SAF (Size Adjustment Factor)	1.00
SAF Adjusted ERI (HERS) Target	66
As Designed Home ERI (HERS)	59
As Designed Home ERI (HERS) w/o PV	59

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

	ENERGY STAR	As Designed
Heating	4.0	3.7
Cooling	1.5	1.6
Water Heating	4.0	4.4
Lights and Appliances	10.3	8.4
Total	19.8	18.1



This home **MEETS** or **EXCEEDS** the energy efficiency requirements for designation as an EPA ENERGY STAR Qualified Home under Version Multifamily V1.1

Pollution Prevented

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

Energy Cost Savings

	\$/yr
Heating	-10
Cooling	-2
Water Heating	-12
Lights & Appliances	53
Generation Savings	0
Total	29

The energy savings and pollution prevented are calculated by comparing the Rated Home to the ENERGY STAR Version Multifamily V1.1 Reference Home as defined in the ENERGY STAR Qualified Homes ERI (HERS) Target Procedure for National Program Requirements, Version Multifamily V1.1 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

ENERGY STAR MF V1.1 Home Report



Property

1030 Alston Court
Waynesboro, VA 22980
Model: 2BR Mid-Level

Organization

Pando Alliance
Zach Smith
717-387-3670

Inspection Status

Results are projected

Waynesboro Site - 2BR Mid
2BR Mid

Builder

Mandatory Requirements

- ✓ Duct leakage at post construction better than or equal to applicable requirements.
- ✓ Total building thermal envelope UA meets or exceeds applicable 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 Grade II with insulated sheathing.
- ✓ 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)	63
SAF (Size Adjustment Factor)	1.00
SAF Adjusted ERI (HERS) Target	63
As Designed Home ERI (HERS)	52
As Designed Home ERI (HERS) w/o PV	52

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

	ENERGY STAR	As Designed
Heating	8.1	5.6
Cooling	3.1	2.8
Water Heating	5.4	5.7
Lights and Appliances	13.3	10.9
Total	29.9	25.0



This home **MEETS** or **EXCEEDS** the energy efficiency requirements for designation as an EPA ENERGY STAR Qualified Home under Version Multifamily V1.1

Pollution Prevented

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

Energy Cost Savings

	\$/yr
Heating	13
Cooling	6
Water Heating	-11
Lights & Appliances	67
Generation Savings	0
Total	76

The energy savings and pollution prevented are calculated by comparing the Rated Home to the ENERGY STAR Version Multifamily V1.1 Reference Home as defined in the ENERGY STAR Qualified Homes ERI (HERS) Target Procedure for National Program Requirements, Version Multifamily V1.1 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

ENERGY STAR MF V1.1 Home Report



Property

1030 Alston Court
Waynesboro, VA 22980
Model: 2BR Top

Organization

Pando Alliance
Zach Smith
717-387-3670

Inspection Status

Results are projected

Waynesboro Site - 2BR Top
2BR Top

Builder

Mandatory Requirements

- ✓ Duct leakage at post construction better than or equal to applicable requirements.
- ✓ Total building thermal envelope UA meets or exceeds applicable 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 Grade II with insulated sheathing.
- ✓ 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)	61
SAF (Size Adjustment Factor)	1.00
SAF Adjusted ERI (HERS) Target	<u>61</u>
As Designed Home ERI (HERS)	52
As Designed Home ERI (HERS) w/o PV	52

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

	ENERGY STAR	As Designed
Heating	8.0	6.5
Cooling	3.4	3.0
Water Heating	5.4	5.7
Lights and Appliances	13.3	10.9
Total	30.1	26.2



This home **MEETS** or **EXCEEDS** the energy efficiency requirements for designation as an EPA ENERGY STAR Qualified Home under Version Multifamily V1.1

Pollution Prevented

Type of Emissions	Reduction
Carbon Dioxide (CO ₂) - tons/yr	0.3

Energy Cost Savings

	\$/yr
Heating	25
Cooling	7
Water Heating	-11
Lights & Appliances	67
Generation Savings	0
Total	89

The energy savings and pollution prevented are calculated by comparing the Rated Home to the ENERGY STAR Version Multifamily V1.1 Reference Home as defined in the ENERGY STAR Qualified Homes ERI (HERS) Target Procedure for National Program Requirements, Version Multifamily V1.1 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

ENERGY STAR MF V1.1 Home Report



Property

1030 Alston Court
Waynesboro, VA 22980
Model: 2BR-UD

Organization

Pando Alliance
Zach Smith
717-387-3670

Inspection Status

Results are projected

Waynesboro Site - 2BR-UD
2BR-UD Slab

Builder

Mandatory Requirements

- ✓ Duct leakage at post construction better than or equal to applicable requirements.
- ✓ Total building thermal envelope UA meets or exceeds applicable 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 Grade II with insulated sheathing.
- ✓ 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)	62
SAF (Size Adjustment Factor)	1.00
SAF Adjusted ERI (HERS) Target	62
As Designed Home ERI (HERS)	55
As Designed Home ERI (HERS) w/o PV	55

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

	ENERGY STAR	As Designed
Heating	7.6	6.8
Cooling	2.5	2.2
Water Heating	5.4	5.7
Lights and Appliances	13.3	10.9
Total	28.9	25.7



This home **MEETS** or **EXCEEDS** the energy efficiency requirements for designation as an EPA ENERGY STAR Qualified Home under Version Multifamily V1.1

Pollution Prevented

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

Energy Cost Savings

	\$/yr
Heating	11
Cooling	6
Water Heating	-11
Lights & Appliances	67
Generation Savings	0
Total	73

The energy savings and pollution prevented are calculated by comparing the Rated Home to the ENERGY STAR Version Multifamily V1.1 Reference Home as defined in the ENERGY STAR Qualified Homes ERI (HERS) Target Procedure for National Program Requirements, Version Multifamily V1.1 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

ENERGY STAR MF V1.1 Home Report



Property

1030 Alston Court
Waynesboro, VA 22980
Model: 2BR-UD/UFAS/A

Organization

Pando Alliance
Zach Smith
717-387-3670

Inspection Status

Results are projected

Waynesboro Site - 2BR-UD/UFAS/A
2BR Slab

Builder

Mandatory Requirements

- ✓ Duct leakage at post construction better than or equal to applicable requirements.
- ✓ Total building thermal envelope UA meets or exceeds applicable 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 Grade II with insulated sheathing.
- ✓ 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)	62
SAF (Size Adjustment Factor)	1.00
SAF Adjusted ERI (HERS) Target	62
As Designed Home ERI (HERS)	55
As Designed Home ERI (HERS) w/o PV	55

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

	ENERGY STAR	As Designed
Heating	7.6	6.8
Cooling	2.5	2.2
Water Heating	5.4	5.7
Lights and Appliances	13.3	10.9
Total	28.9	25.7



This home **MEETS** or **EXCEEDS** the energy efficiency requirements for designation as an EPA ENERGY STAR Qualified Home under Version Multifamily V1.1

Pollution Prevented

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

Energy Cost Savings

	\$/yr
Heating	11
Cooling	6
Water Heating	-11
Lights & Appliances	67
Generation Savings	0
Total	73

The energy savings and pollution prevented are calculated by comparing the Rated Home to the ENERGY STAR Version Multifamily V1.1 Reference Home as defined in the ENERGY STAR Qualified Homes ERI (HERS) Target Procedure for National Program Requirements, Version Multifamily V1.1 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

ENERGY STAR MF V1.1 Home Report



Property

1030 Alston Court
Waynesboro, VA 22980
Model: 3BR-1 Mid-Level

Organization

Pando Alliance
Zach Smith
717-387-3670

Inspection Status

Results are projected

Waynesboro Site - 3BR-1 Mid
3BR-1 Mid

Builder

Mandatory Requirements

- ✓ Duct leakage at post construction better than or equal to applicable requirements.
- ✓ Total building thermal envelope UA meets or exceeds applicable 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 Grade II with insulated sheathing.
- ✓ 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)	63
SAF (Size Adjustment Factor)	1.00
SAF Adjusted ERI (HERS) Target	63
As Designed Home ERI (HERS)	53
As Designed Home ERI (HERS) w/o PV	53

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

	ENERGY STAR	As Designed
Heating	8.8	6.2
Cooling	3.6	3.4
Water Heating	6.8	7.2
Lights and Appliances	15.3	12.5
Total	34.6	29.3



This home **MEETS** or **EXCEEDS** the energy efficiency requirements for designation as an EPA ENERGY STAR Qualified Home under Version Multifamily V1.1

Pollution Prevented

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

Energy Cost Savings

	\$/yr
Heating	5
Cooling	4
Water Heating	-11
Lights & Appliances	79
Generation Savings	0
Total	77

The energy savings and pollution prevented are calculated by comparing the Rated Home to the ENERGY STAR Version Multifamily V1.1 Reference Home as defined in the ENERGY STAR Qualified Homes ERI (HERS) Target Procedure for National Program Requirements, Version Multifamily V1.1 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

ENERGY STAR MF V1.1 Home Report



Property

1030 Alston Court
Waynesboro, VA 22980
Model: 3BR (2-103)

Organization

Pando Alliance
Zach Smith
717-387-3670

Inspection Status

Results are projected

Waynesboro Site - 3BR-1 Top
3BR-1 Top

Builder

Mandatory Requirements

- ✓ Duct leakage at post construction better than or equal to applicable requirements.
- ✓ Total building thermal envelope UA meets or exceeds applicable 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 Grade II with insulated sheathing.
- ✓ 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)	63
SAF (Size Adjustment Factor)	1.00
SAF Adjusted ERI (HERS) Target	63
As Designed Home ERI (HERS)	53
As Designed Home ERI (HERS) w/o PV	53

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

	ENERGY STAR	As Designed
Heating	10.0	7.4
Cooling	3.9	3.6
Water Heating	6.8	7.2
Lights and Appliances	15.3	12.5
Total	36.0	30.7



This home **MEETS** or **EXCEEDS** the energy efficiency requirements for designation as an EPA ENERGY STAR Qualified Home under Version Multifamily V1.1

Pollution Prevented

Type of Emissions	Reduction
Carbon Dioxide (CO ₂) - tons/yr	0.3

Energy Cost Savings

	\$/yr
Heating	20
Cooling	6
Water Heating	-11
Lights & Appliances	79
Generation Savings	0
Total	94

The energy savings and pollution prevented are calculated by comparing the Rated Home to the ENERGY STAR Version Multifamily V1.1 Reference Home as defined in the ENERGY STAR Qualified Homes ERI (HERS) Target Procedure for National Program Requirements, Version Multifamily V1.1 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

ENERGY STAR MF V1.1 Home Report



Property

1030 Alston Court
Waynesboro, VA 22980
Model: 3BR-1-UD

Organization

Pando Alliance
Zach Smith
717-387-3670

Inspection Status

Results are projected

Waynesboro Site - 3BR-1-UD
3BR-1 Slab

Builder

Mandatory Requirements

- ✓ Duct leakage at post construction better than or equal to applicable requirements.
- ✓ Total building thermal envelope UA meets or exceeds applicable 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 Grade II with insulated sheathing.
- ✓ 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)	64
SAF (Size Adjustment Factor)	1.00
SAF Adjusted ERI (HERS) Target	64
As Designed Home ERI (HERS)	55
As Designed Home ERI (HERS) w/o PV	55

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

	ENERGY STAR	As Designed
Heating	9.3	7.3
Cooling	3.0	2.8
Water Heating	6.8	7.2
Lights and Appliances	15.3	12.5
Total	34.5	29.8



This home **MEETS** or **EXCEEDS** the energy efficiency requirements for designation as an EPA ENERGY STAR Qualified Home under Version Multifamily V1.1

Pollution Prevented

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

Energy Cost Savings

	\$/yr
Heating	3
Cooling	4
Water Heating	-11
Lights & Appliances	79
Generation Savings	0
Total	75

The energy savings and pollution prevented are calculated by comparing the Rated Home to the ENERGY STAR Version Multifamily V1.1 Reference Home as defined in the ENERGY STAR Qualified Homes ERI (HERS) Target Procedure for National Program Requirements, Version Multifamily V1.1 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

ENERGY STAR MF V1.1 Home Report



Property

1030 Alston Court
Waynesboro, VA 22980
Model: 3BR-2 Mid-Level

Organization

Pando Alliance
Zach Smith
717-387-3670

Inspection Status

Results are projected

Waynesboro Site - 3BR-2 Mid-Level
3BR-2

Builder

Mandatory Requirements

- ✓ Duct leakage at post construction better than or equal to applicable requirements.
- ✓ Total building thermal envelope UA meets or exceeds applicable 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 Grade II with insulated sheathing.
- ✓ 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)	63
SAF (Size Adjustment Factor)	1.00
SAF Adjusted ERI (HERS) Target	63
As Designed Home ERI (HERS)	54
As Designed Home ERI (HERS) w/o PV	54

UNCONFIRMED

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

	ENERGY STAR	As Designed
Heating	8.2	6.3
Cooling	3.4	3.3
Water Heating	6.9	7.2
Lights and Appliances	14.8	12.1
Total	33.2	28.8



This home **MEETS** or **EXCEEDS** the energy efficiency requirements for designation as an EPA ENERGY STAR Qualified Home under Version Multifamily V1.1

Pollution Prevented

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

Energy Cost Savings

	\$/yr
Heating	-6
Cooling	1
Water Heating	-11
Lights & Appliances	77
Generation Savings	0
Total	61

The energy savings and pollution prevented are calculated by comparing the Rated Home to the ENERGY STAR Version Multifamily V1.1 Reference Home as defined in the ENERGY STAR Qualified Homes ERI (HERS) Target Procedure for National Program Requirements, Version Multifamily V1.1 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

ENERGY STAR MF V1.1 Home Report



Property

1030 Alston Court
Waynesboro, VA 22980
Model: 3BR-2 Top

Organization

Pando Alliance
Zach Smith
717-387-3670

Inspection Status

Results are projected

Waynesboro Site - 3BR-2 Top
3BR-2

Builder

Mandatory Requirements

- ✓ Duct leakage at post construction better than or equal to applicable requirements.
- ✓ Total building thermal envelope UA meets or exceeds applicable 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 Grade II with insulated sheathing.
- ✓ 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)	61
SAF (Size Adjustment Factor)	1.00
SAF Adjusted ERI (HERS) Target	61
As Designed Home ERI (HERS)	54
As Designed Home ERI (HERS) w/o PV	54

UNCONFIRMED

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

	ENERGY STAR	As Designed
Heating	8.7	7.9
Cooling	3.8	3.5
Water Heating	6.9	7.2
Lights and Appliances	14.8	12.1
Total	34.1	30.8



This home **MEETS** or **EXCEEDS** the energy efficiency requirements for designation as an EPA ENERGY STAR Qualified Home under Version Multifamily V1.1

Pollution Prevented

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

Energy Cost Savings

	\$/yr
Heating	4
Cooling	4
Water Heating	-11
Lights & Appliances	77
Generation Savings	0
Total	74

The energy savings and pollution prevented are calculated by comparing the Rated Home to the ENERGY STAR Version Multifamily V1.1 Reference Home as defined in the ENERGY STAR Qualified Homes ERI (HERS) Target Procedure for National Program Requirements, Version Multifamily V1.1 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

ENERGY STAR MF V1.1 Home Report



Property

1030 Alston Court
Waynesboro, VA 22980
Model: 3BR-2-UD/UFAS/A

Organization

Pando Alliance
Zach Smith
717-387-3670

Inspection Status

Results are projected

Waynesboro Site - 3BR-2-UD/UFAS/A
3BR-2

Builder

Mandatory Requirements

- ✓ Duct leakage at post construction better than or equal to applicable requirements.
- ✓ Total building thermal envelope UA meets or exceeds applicable 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 Grade II with insulated sheathing.
- ✓ 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)	62
SAF (Size Adjustment Factor)	1.00
SAF Adjusted ERI (HERS) Target	62
As Designed Home ERI (HERS)	56
As Designed Home ERI (HERS) w/o PV	56

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

	ENERGY STAR	As Designed
Heating	7.6	7.2
Cooling	2.8	2.7
Water Heating	6.9	7.2
Lights and Appliances	14.8	12.1
Total	32.0	29.3



This home **MEETS** or **EXCEEDS** the energy efficiency requirements for designation as an EPA ENERGY STAR Qualified Home under Version Multifamily V1.1

Pollution Prevented

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

Energy Cost Savings

	\$/yr
Heating	-5
Cooling	1
Water Heating	-11
Lights & Appliances	77
Generation Savings	0
Total	62

The energy savings and pollution prevented are calculated by comparing the Rated Home to the ENERGY STAR Version Multifamily V1.1 Reference Home as defined in the ENERGY STAR Qualified Homes ERI (HERS) Target Procedure for National Program Requirements, Version Multifamily V1.1 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

ENERGY STAR MF V1.1 Home Report



Property

1030 Alston Court
Waynesboro, VA 22980
Model: 3BR-3-DEN

Organization

Pando Alliance
Zach Smith
717-387-3670

Inspection Status

Results are projected

Waynesboro Site - 3BR-3-DEN
3BR-3

Builder

Mandatory Requirements

- ✓ Duct leakage at post construction better than or equal to applicable requirements.
- ✓ Total building thermal envelope UA meets or exceeds applicable 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 Grade II with insulated sheathing.
- ✓ 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)	60
SAF (Size Adjustment Factor)	1.00
SAF Adjusted ERI (HERS) Target	60
As Designed Home ERI (HERS)	52
As Designed Home ERI (HERS) w/o PV	52

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

	ENERGY STAR	As Designed
Heating	12.9	11.0
Cooling	3.8	3.1
Water Heating	6.8	7.1
Lights and Appliances	16.5	13.5
Total	40.0	34.7



This home **MEETS** or **EXCEEDS** the energy efficiency requirements for designation as an EPA ENERGY STAR Qualified Home under Version Multifamily V1.1

Pollution Prevented

Type of Emissions	Reduction
Carbon Dioxide (CO ₂) - tons/yr	0.4

Energy Cost Savings

	\$/yr
Heating	31
Cooling	13
Water Heating	-10
Lights & Appliances	84
Generation Savings	0
Total	118

The energy savings and pollution prevented are calculated by comparing the Rated Home to the ENERGY STAR Version Multifamily V1.1 Reference Home as defined in the ENERGY STAR Qualified Homes ERI (HERS) Target Procedure for National Program Requirements, Version Multifamily V1.1 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 F: Documentation for Percentage of Development's On-Site Electrical Load That Can Be Met by a Renewable Energy System
(For the Benefit of Tenants)**

Proposed Solar PV System

Project	System Size (kWdc)	System Size (kWac)	Annual Production (kWh)	Site Quality kWh/kWdc	System Cost (\$/Kw)	Total System Cost (\$)	Developer Fee	Assumed ITC	ITC Value (\$)
9% 1030 Alston Court Rooftop Solar	95.50	72.50	114,600.00	1,200.00	3,500.00	334,250.00	33,425.00	50%	167,125.00

Electric Consumption Projections and Renewable % Offsets

Residents Annual Electrical Load	1BR	2BR	3BR	4BR	Total Residents Loads (kWh)	Building/Common Areas		Total Building Load (kWh)	Percentage of Electrical Load met by Solar PV
						No. of Units	Annual Units Load (kWh)		
Development	4500	5850	7605						
9% 1030 Alston Court	9	21	18	-	300,240	48	2,244	107,700	28%

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 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 29, 2024

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

RE: ZONING CERTIFICATION

Name of Development: 1030 Alston Court - 9%

Name of Owner/Applicant: 1030 Alston Court LLC

Name of Seller/Current Owner: 401403 LLC

The above-referenced Owner/Applicant has asked this office to complete this form letter regarding the zoning of the proposed Development (more fully described below). This certification is rendered solely for the purpose of confirming proper zoning for the site of the Development. It is understood that this letter will be used by the Virginia Housing Development Authority solely for the purpose of determining whether the Development qualifies for points available under VHDA's Qualified Allocation Plan for housing tax credits.

DEVELOPMENT DESCRIPTION:

Development Address:
1030 Alston Ct, Waynesboro, VA 22980

Legal Description:
See Exhibit A

Proposed Improvements:

- New Construction: 48 # Units 3 # Buildings 61,269 Total Floor Area Sq. Ft.
- Adaptive Reuse: _____ # Units _____ # Buildings _____ Total Floor Area Sq. Ft.
- Rehabilitation: _____ # Units _____ # Buildings _____ Total Floor Area Sq. Ft.

Zoning Certification, cont'd



Current Zoning: Residential-Multifamily (R-MF) allowing a density of 20 units per acre, and the following other applicable conditions: Minimum 20 foot separation required between buildings.

Other Descriptive Information:

This development entails the construction of 48 new affordable units in the City of Waynesboro, and is planned as an overall 9/4 twin deal that includes 96 total units. The development is planned as four 3-story garden style walk-up buildings with a stand-alone clubhouse that will be shared among all residents.

LOCAL CERTIFICATION:

Check one of the following as appropriate:

- The zoning for the proposed development described above is proper for the proposed residential development. To the best of my knowledge, there are presently no zoning violations outstanding on this property. No further zoning approvals and/or special use permits are required.
- The development described above is an approved non-conforming use. To the best of my knowledge, there are presently no zoning violations outstanding on this property. No further zoning approvals and/or special use permits are required.

Laura Martin
Signature

Laura Martin
Printed Name

Zoning Administrator
Title of Local Official or Civil Engineer

540-942-6628
Phone:

February 29, 2024
Date:

NOTES TO LOCALITY:

1. Return this certification to the developer for inclusion in the tax credit application package.
2. Any change in this form may result in disqualification of the application.
3. If you have any questions, please contact the Tax Credit Allocation Department at taxcreditapps@virginiahousing.com.



EXHIBIT A '2.414 AC. (9%)'

SURVEY DESCRIPTION (9% Portion, TMP 51-12-6A)

A PORTION OF THAT CERTAIN PIECE OR PARCEL OF LAND, WITH IMPROVEMENTS THEREON AND APPURTENANCES THERETO, **BEING A PART OF** THAT REAL PROPERTY NOW OR FORMERLY IN THE NAME OF 401403 LLC., SITUATE, LYING AND BEING IN THE CITY OF WAYNESBORO, VIRGINIA, BEING KNOWN AS CITY TAX MAP PARCEL NUMBER 51-12-6A ('THE SUBJECT') AND AS SHOWN ON A PLAT OF SURVEY ENTITLED 'BOUNDARY LINE ADJUSTMENT OF 4.834 ACRES OF LAND' OF RECORD IN PLAT BOOK 7, PAGE 82 IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE CITY OF WAYNESBORO, SAID **PORTION, REFERENCED HEREIN AS THE '9% PORTION'**, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON ROD ALONG THE NORTH LINE OF ALSTON COURT, A 60' WIDE PUBLIC RIGHT OF WAY, SAID IRON BEING A COMMON SOUTHEAST CORNER OF THE SUBJECT AND SOUTHWEST CORNER OF TAX MAP PARCEL 51-12-4 IN THE NAME OF NEIGHBORHOOD INVESTMENTS—BL, LLC, **SAID POINT BEING THE (9 % PORTION) POINT OF BEGINNING (P.O.B.);;**

THENCE WITH NORTH LINE OF ALSTON COURT S 62° 43' 00" W 116.00' TO A POINT,

THENCE LEAVING THE NORTH LINE OF ALSTON COURT AND THROUGH THE LANDS OF THE SUBJECT THE FOLLOWING COURSES:

N 09° 42' 40" W 76.00' TO A POINT;

N 31° 37' 22" W 196.77' TO A POINT;

A CURVE TO THE LEFT WITH A RADIUS OF 100.00', A LENGTH OF 64.15', DELTA ANGLE OF 36°45'25", AND A LONG CHORD BEARING N 50°00'05" W A DISTANCE OF 63.06' TO A POINT;

N 68° 22' 47" W 106.51' TO A POINT;

N 33° 27' 33" W 205.21' TO A POINT;

S 56° 28' 36" W 69.21' TO A POINT;

N 33° 31' 24" W 148.50' TO A POINT;

S 56° 29' 52" W 50.00' TO A POINT IN THE WESTERLY LINE OF THE SUBJECT AND A COMMON LINE WITH TMP 51-12-46 IN THE NAME OF MP WAYNESBORO, LLC;

THENCE CONTINUING WITH THE SUBJECT AND MP WAYNESBORO, LLC N 33° 34' 02" W 58.17' TO AN IRON ROD, SAID IRON ROD BEING A COMMON CORNER WITH MP WAYNESBORO, LLC AND A SOUTHEAST CORNER OF TMP 51-12-6 IN THE NAME OF NEIGHBORHOOD INVESTMENTS—BL, LLC;

THENCE LEAVING MP WAYNESBORO, LLC AND WITH THE SUBJECT AND NEIGHBORHOOD INVESTMENTS—BL, LLC THE FOLLOWING COURSES:



N 56° 25' 58" E 189.90' TO AN IRON ROD;
N 78° 14' 03" E 16.16' TO AN IRON ROD;

N 56° 25' 58" E 28.60' TO AN IRON ROD;

S 33° 34' 02" E 416.00' TO AN IRON ROD;

N 56° 25' 58" E 50.00' TO AN IRON ROD;

S 32° 25' 57" E 416.86' TO THE POINT OF BEGINNING (P.O.B.) CONTAINING 2.414 ACRES, MORE OR LESS.

BASIS OF BEARINGS: PLAT BOOK 7, PAGE 82.

Tab H:

Attorney's Opinion (MANDATORY)



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

Date March 13, 2024

To Virginia Housing
601 South Belvidere Street
Richmond, Virginia 23220

RE: 2024 9% Tax Credit Reservation Request
Name of Development 1030 Alston Court – 9%
Name of Owner 1030 Alston Court LLC

Dear Virginia Housing:

This undersigned firm represents the above-referenced Owner as its counsel. It has received a copy of and has reviewed the completed application package dated March 13, 2024 (of which this opinion is a part) (the “Application”) submitted to you for the purpose of requesting, in connection with the captioned Development, a reservation of low-income housing tax credits (“Credits”) available under Section 42 of the Internal Revenue Code of 1986, as amended (the “Code”). It has also reviewed Section 42 of the Code, the regulations issued pursuant thereto and such other binding authority as it believes to be applicable to the issuance hereof (the regulations and binding authority hereinafter collectively referred to as the “Regulations”).

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

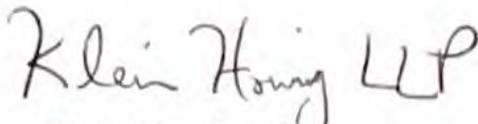
1. It is more likely than not that the inclusion in eligible basis of the Development of such cost items or portions thereof, as set forth in Hard Costs and Owners Costs section of the Application form, complies with all applicable requirements of the Code and Regulations.
2. Assuming that you designate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

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

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

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

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



Klein Hornig LLP

By Jessica Glynn Worthington

Its Partner

Title



Attorney's Opinion Letter

(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) March 13, 2024

To Virginia Housing
601 South Belvidere Street

Richmond, Virginia 23220

RE: 2024 9% Tax Credit Reservation Request ~~(competitive 70% present value credits)~~
Name of Development

Name of Owner

1030 Alston Court –
9% Name of Owner 1030 Alston Court LLC

Dear Virginia Housing:

This undersigned firm represents the above-referenced Owner as its counsel. It has received a copy of and has reviewed the completed application package dated _____ March 13, 2024 (of which this opinion is a part) (the "Application") submitted to you for the purpose of requesting, in connection with the captioned Development, a reservation of low-income housing tax credits ("Credits") available under Section 42 of the Internal Revenue Code of 1986, as amended (the "Code"). It has also reviewed Section 42 of the Code, the regulations issued pursuant thereto and such other binding authority as it believes to be applicable to the issuance hereof (the regulations and binding authority hereinafter collectively referred to as the "Regulations").

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

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

~~2. [Select One]~~

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

~~OR~~

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

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

~~4. [Select One]~~

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

~~OR~~

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

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

6. ~~[Delete if inapplicable]~~ The type of the nonprofit organization involved in the Development is an organization described in Code Section 501(c)(3) or 501(c)(4) and exempt from taxation under Code Section 501(a), whose purposes include the fostering of low-income housing.

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

~~8. [Delete if inapplicable] It is more likely than not that the representations made under the Rehab Information section of the Application form as to the Development's compliance with or exception to the Code's minimum expenditure requirements for rehabilitation projects are correct.~~

~~9. [Delete if inapplicable] After reasonable investigation, the undersigned has no reason to believe that the representations made under the Rehab Information (Ten Year Rule) section of the Application form as to the Development's compliance with or eligibility for exception to the ten-year "look-back rule" requirement of Code 42(d)(2)(B) are not correct.~~

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

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

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

| **Firm Name** _____

| **By** _____ **Its**

| _____

Title

Document comparison by Workshare Compare on Wednesday, March 13, 2024
3:10:56 PM

Input:	
Document 1 ID	file:///C:/Users/dmcdaniel/OneDrive - Klein Hornig LLP/Desktop/VH 9% 2024 Attorney Opinion VA Manual WORD Version. pulled on 3.12.24.docx
Description	VH 9% 2024 Attorney Opinion VA Manual WORD Version. pulled on 3.12.24
Document 2 ID	file:///C:/Users/dmcdaniel/OneDrive - Klein Hornig LLP/Desktop/1030WB 9% VH 2024 Attorney Opinion(1131336.3).pdf
Description	1030WB 9% VH 2024 Attorney Opinion(1131336.3)
Rendering set	Standard

Legend:	
Insertion	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	10
Deletions	26
Moved from	0
Moved to	0
Style changes	0
Format changes	0

Total changes	36
---------------	----

Tab I:

Nonprofit Questionnaire (MANDATORY for points or pool)

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

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

Nonprofit Questionnaire

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

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

1. General Information

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

Indicate funding sources and amount used to pay for office space

- e. Tax exempt status 501(c)(3) 501(c)(4) 501(a)
- f. Date of legal formation of nonprofit (must be prior to application deadline) _____
Evidenced by the following documentation _____

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

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

Appendices continued

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

k. How many full time, paid staff members does the nonprofit and, if applicable, any other nonprofit organization(s) ("related nonprofit(s)") of which the nonprofit is a subsidiary or to which the nonprofit is otherwise related have (i.e. by shared directors, staff, etc.)? _____

How many part time, paid staff members? _____

Describe the duties of all staff members:

l. Does the nonprofit share staff with any other entity besides a related nonprofit described above?

YES NO If yes, explain in detail: _____

m. How many volunteers does the nonprofit and, if applicable, any related nonprofit have?

n. What are the sources and manner of funding of the nonprofit? (You must disclose all financial and/ or the arrangements with any individual(s) or for profit entity, including anyone or any entity related, directly, indirectly, to the Owner of the Development.

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

Appendices continued

2. Nonprofit Formation

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

b. Is the nonprofit, or has it ever been, affiliated with or controlled by a for-profit entity or local housing authority?

YES NO If yes, explain in detail: _____

c. Has any for profit organization or local housing authority (including the Owner of the Development, joint venture partner, or any individual or entity directly or indirectly related to such Owner) appointed any directors to the governing board of the nonprofit?

YES NO If yes, explain in detail: _____

d. Does any for-profit organization or local housing authority have the right to make such appointments?

YES NO If yes, explain in detail: _____

e. Does any for profit organization or local housing authority have any other affiliation with the nonprofit or have any other relationship with the nonprofit in which it exercises or has the right to exercise any other type of control?

YES NO If yes, explain in detail: _____

f. Was the nonprofit formed by any individual(s) or for profit entity for the principal purpose of being included in the nonprofit Pool or receiving points for nonprofit participation under the Plan?

YES NO

Appendices continued

g. Explain in detail the past experience of the nonprofit including, if applicable, the past experience of any other related nonprofit of which the nonprofit is a subsidiary or to which the nonprofit is otherwise related (by shared directors, staff, etc.) _____

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

3. Nonprofit Involvement

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

YES NO

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

YES NO

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

YES NO

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

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

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

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

Appendices continued

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

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

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

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

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

YES NO If yes,

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

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

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

Appendices continued

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

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

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

h. Is a for profit entity providing development services (excluding architectural, engineering, legal, and accounting services) to the proposed development? YES NO If yes, (i) Explain the nature and extent of the consultant's involvement in the construction or rehabilitation and operation or management of the proposed development.

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

Appendices continued

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

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

k. Will the joint venture partner or for-profit consultant be compensated (receive income) in any other manner, such as builder's profit, architectural and engineering fees, or cash flow?

YES NO If yes, explain:

l. Will any member of the board of directors, officer, or staff member of the nonprofit participate in the development and/or operation of the proposed development in any for-profit capacity?

YES NO If yes, explain:

Appendices continued

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

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

4. Virginia and Community Activity

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

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

c. Does the nonprofit or, if applicable, related nonprofit have experience serving the community where the proposed development is located (including advocacy, organizing, development, management, or facilitation, but not limited to housing initiatives)? YES NO
If yes, or no, explain nature, extent and duration of any service:

Appendices continued

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

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

YES NO

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

YES NO If yes, explain:

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

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

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

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

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

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

YES NO

Appendices continued

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

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

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

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

YES NO If yes, explain:

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

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

Appendices continued

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

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

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

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

YES NO If yes, explain:

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

YES NO If yes, explain the need identified:

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

YES NO If yes, explain the plan:

Appendices continued

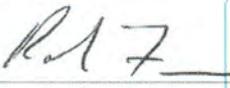
5. Attachments

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

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

Date February 13, 2024

Owner/Applicant 1030 Alston Court LLC

By 

Its Senior Vice President, Real Estate Development
Title

Date February 13, 2024

Enterprise Community Development, Inc.
Nonprofit

By 
Board Chairman

By 
Executive Director Interim President

Attachments for Nonprofit Questionnaire for 1030 Alston Court - 9%

- 1. Additional Sheet for Nonprofit Questionnaire**
- 2. Operating Agreement**
- 3. Right of First Refusal**
- 4. List of Properties with LIHTC**
- 5. IRS Letter**
- 6. Articles of Incorporation**
- 7. Bylaws**
- 8. 2020 990 – Enterprise Community Development, Inc.**
- 9. 2021 990 – Enterprise Community Development, Inc.**
- 10. 2022 990 - Enterprise Community Development, Inc.**
- 11. 2022 Audited Financial Statements**
- 12. List of 2024 Board of Directors**
- 13. Organizational Chart**
- 14. Staff Resumes**
- 15. Joint Ventures Between ECD Predecessor Organizations and For-Profit Companies**

Attachment 1: Nonprofit Questionnaire: Additional Sheet

2.a. Nonprofit Formation - Explain in detail the genesis of the formation of the nonprofit:

Enterprise Community Development, Inc. (ECD), a nonstock, nonprofit corporation, was incorporated in the State of Maryland in 1994. ECD develops and supports financially sound, socially responsible affordable housing for low-income individuals, families, and communities through acquisition, development and ownership, property management, and works in partnership with residents of housing developments to establish programs that strengthen their communities and increase opportunities for individual growth. Our Properties are located in the Mid-Atlantic region, including Virginia, Washington, D.C., Maryland, and Pennsylvania.

2.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.)

ECD is a subsidiary of Enterprise Community Partners, Inc. (Enterprise) a 40-year-old national nonprofit organization that works to make home and community places of pride, power and belonging, and platforms for resilience and upward mobility for all. Enterprise is organized around three central goals: to increase housing supply, advance racial equity and build resilience and upward mobility. To achieve these goals, we operate across three divisions – Solutions, Capital and Community Development – that unify and leverage a family of purpose- built affiliates to execute our work.

Enterprise is a 501(c)(3) organization with programmatic, policy, advisory and capacity-building arms at the national, state, and local level, working in more than 700 communities and in collaboration with thousands of partners in the nonprofit, public and for-profit sectors.

Enterprise is the sole member of Enterprise Community Investment, Inc. a 501(c)(4) nonprofit that invests and asset manages a range of tax credits and equity. Enterprise Community Investment, Inc. is sole member of Enterprise Community Loan Fund, one of the country's largest publicly rated Community Development Financial Institutions.

Enterprise Community Investment, Inc. is the sole member of ECD.

2H. 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.

Enterprise Community Partners, Inc. – Formed as the Robin Hood Foundation, Inc. May 27, 1981. Exemption pursuant to section 501(c)(3) of the Internal Revenue Code was granted on June 24, 1981. The expected life of the corporation is in perpetuity. The charitable purposes as set forth in its Articles of Incorporation include: (1) To provide charitable relief to the poor, elderly and handicapped through adequate housing and the improvement of their general standard of living and quality of life. (2) To initiate or participate in the rehabilitation of housing in deteriorated urban neighborhoods, the restoration of historically significant downtown areas and other civic improvements. and (3) To perform other activities permitted corporations under

the General Laws of the State of Maryland, to the extent such activities are permitted by organizations which are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code of 1954 (or the corresponding provisions of any future United States Internal Revenue Law). Enterprise Community Partners, Inc. is sole member of Enterprise Community Investment, Inc.

Enterprise Community Investment, Inc. – Formed as The Enterprise Development Company February 3, 1981. Exemption pursuant to Section 501(c)(4) of the Internal Revenue Code granted June 6, 2012. The expected life of the corporation is in perpetuity. The tax-exempt corporate purposes include: The Corporation is organized and shall be operated exclusively for social welfare purposes, including the relief of the poor and distressed or of neighborhood tensions, eliminating prejudice and discrimination, or combating community deterioration; and the lessening of the burdens of government. In furtherance of such purposes. the Corporation shall conduct activities to help organizations and communities build and preserve low-income housing and develop revitalization projects that will provide jobs, opportunities and other benefits to distressed communities and the low-income residents thereof. Such activities may include. but not be limited to providing financing and make investments to support: the acquisition, rehabilitation, construction, ownership and preservation of low-income and affordable housing properties including properties that qualify for the low- income housing tax credit under Section 1-2 of the Code; and the development of community development and revitalization projects including, without limitation, such projects that qualify for the new markets tax credit under Section 501(c)(4) of the Code.

The Corporation may engage in any and all lawful activities which may be necessary or desirable in connection with the incidental to the foregoing purposes, including any lawful act or activity for which corporations may be organized under the laws of the State of Maryland.

**Operating Agreement
of
1030 Alston Court LLC**

This Operating Agreement (this “**Agreement**”) of 1030 Alston Court LLC (the “**Company**”), a limited liability company organized pursuant to Chapter 12 of Title 13.1 of the Virginia Code (the “**Act**”), is entered into by 1030 Alston Court MM LLC, a Virginia limited liability company, the sole member of the Company (“**Member**”), to form a limited liability company pursuant to an 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 sole member of the Company, effective as of January 17, 2024.

1. **Purpose and Powers.** The purpose of the Company is to (i) serve as the owner of real estate in connection with providing safe, quality affordable housing and facilitating the direct or indirect acquisition, construction, rehabilitation, and operation of the property located at 1030 Alston Court, Waynesboro, Virginia, and to engage in any and all activities necessary, convenient, desirable or incidental to the foregoing, and (ii) engage in any other lawful activity for which a limited liability company may be organized 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. The Member will exercise full and exclusive control over the affairs of the Company. The Member may appoint officers and agents for the Company and give them such titles and powers as the Member may choose. Any action taken by the 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 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 Member.
5. **Distributions.** All distributions with respect to a membership interest in the Company will be made 100% to the Member.
6. **Capital Contribution.** The capital contribution of the Member to the Company is \$100.
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 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 Member and its agents and any officers and agents of the Company will not be liable for the Company’s liabilities, debts or obligations, all of which will be the sole obligation of the Company. The failure by the Company to observe any formalities or requirements relating to the exercise of its powers or the management of its business or affairs under this Agreement will not be grounds for imposing personal liability on the Member or any officer.
10. **Indemnification.** The Company will indemnify and defend the Member and its agents and any officers and agents of the Company, from and against all costs, losses, liabilities and damages incurred by or asserted against any such person in connection with the Company’s business to the

fullest extent provided or allowed by law.

11. **Amendment.** This Agreement may be amended only by written instrument executed by the 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.

[signature page follows]

[signature page to Operating Agreement of 1030 Alston Court LLC]

The undersigned has executed this Agreement effective as of the date first written above.

1030 ALSTON COURT MM LLC
a Virginia limited liability company

By: Enterprise Community Development, Inc.
a Maryland nonstock corporation,
its sole member

By:  _____

Name: Robert Fossi
Title: SVP, Real Estate Development

**Operating Agreement
of
1030 Alston Court MM LLC**

This Operating Agreement (this “**Agreement**”) of 1030 Alston Court MM LLC (the “**Company**”), a limited liability company organized pursuant to Chapter 12 of Title 13.1 of the Virginia Code (the “**Act**”), is entered into by Enterprise Community Development, Inc., a Maryland nonstock corporation, the sole member of the Company (“**Member**”), to form a limited liability company pursuant to an 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 sole member of the Company, effective as of January 19, 2024.

1. **Purpose and Powers.** The purpose of the Company is to (i) serve as the owner of real estate in connection with providing safe, quality affordable housing and facilitating the direct or indirect acquisition, construction, rehabilitation, and operation of the property located at 1030 Alston Court, Waynesboro, Virginia, and to engage in any and all activities necessary, convenient, desirable or incidental to the foregoing, and (ii) engage in any other lawful activity for which a limited liability company may be organized 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. The Member will exercise full and exclusive control over the affairs of the Company. The Member may appoint officers and agents for the Company and give them such titles and powers as the Member may choose. Any action taken by the 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 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 Member.
5. **Distributions.** All distributions with respect to a membership interest in the Company will be made 100% to the Member.
6. **Capital Contribution.** The capital contribution of the Member to the Company is \$100.
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 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 Member and its agents and any officers and agents of the Company will not be liable for the Company’s liabilities, debts or obligations, all of which will be the sole obligation of the Company. The failure by the Company to observe any formalities or requirements relating to the exercise of its powers or the management of its business or affairs under this Agreement will not be grounds for imposing personal liability on the Member or any officer.
10. **Indemnification.** The Company will indemnify and defend the Member and its agents and any officers and agents of the Company, from and against all costs, losses, liabilities and damages incurred by or asserted against any such person in connection with the Company’s business to the fullest extent provided or allowed by law.

11. **Amendment.** This Agreement may be amended only by written instrument executed by the 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.

[signature page follows]

[signature page to Operating Agreement of 1030 Alston Court MM LLC]

The undersigned has executed this Agreement effective as of the date first written above.

ENTERPRISE COMMUNITY DEVELOPMENT, INC.

a Maryland nonstock corporation

By:  _____

Name: Robert Fossi

Title: SVP, Real Estate Development

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO
Klein Hornig LLP
1325 G Street NW, Suite 770
Washington, DC 20005
Attn: Jessica Worthington

RIGHT OF FIRST REFUSAL AGREEMENT
(1030 Alston Court Apartments)

RIGHT OF FIRST REFUSAL AGREEMENT (the “Agreement”) dated as of March 13, 2024 by and among **1030 ALSTON COURT LLC**, a Virginia limited liability company (the “Owner” or the “Company”), **ENTERPRISE COMMUNITY DEVELOPMENT, INC.**, a Maryland non-stock nonprofit corporation (the “Grantee”), and is consented to by **1030 ALSTON COURT MM LLC**, a Virginia limited liability company (the “Managing Member”), **[INVESTOR ENTITY]**, a [_____] limited liability company (the “Investor Member”) and [_____] **SPECIAL LIMITED PARTNER, L.L.C.**, a [_____] limited liability company (the “Special Member”). The Managing Member, the Investor Member and the Special Member are sometimes collectively referred to herein as the “Consenting Members”. The Investor Member and Special Member are sometimes collectively referred to herein as the “Non-Managing Members”. This Agreement shall be fully binding upon and inure to the benefit of the parties and their successors and assigns to the foregoing.

Recitals

- A. The Owner, pursuant to its [Amended and Restated] Operating Agreement dated on or about the date hereof by and among the Consenting Members (the “Operating Agreement”), is engaged in the ownership and operation of a 48-unit apartment project for families located in Waynesboro, Virginia and commonly known as “1030 Alston Court – 9%” (the “Project”). The real property comprising the Project is legally defined on **Exhibit A**.
- B. The Grantee is the sole member of the Managing Member of the Owner and is instrumental to the development and operation of the Project; and
- C. The Owner desires to give, grant, bargain, sell and convey to the Grantee certain rights of first refusal to purchase the Project on the terms and conditions set forth herein;
- D. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Operating Agreement.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises of the parties hereto and of other good and valuable consideration, the receipt and sufficiency of which the parties hereto acknowledge, the parties hereby agree as follows:

Section 1. Right of First Refusal

The Owner hereby grants to the Grantee a right of first refusal (the “Refusal Right”) to purchase the real estate, fixtures, and personal property comprising the Project or associated with the physical operation thereof and owned by the Company at the time (the “Property”), for the price and subject to the other terms and conditions set forth below. The Property will include any reserves of the Partnership that is required by Virginia Housing Development Authority (“Virginia Housing” or the “Credit Authority”) or any lender of a loan being assumed in connection with the exercise of the Refusal Right to remain with the Project.

Section 2. Exercise of Refusal Right; Purchase Price

- A. After the end of the Compliance Period, the Company agrees that it will not sell the Property or any portion thereof to any Person without first offering the Property to the Grantee (the “Refusal Right”), for the Purchase Price (as defined in Section 3); *provided, however*, that such Refusal Right shall be conditioned upon the receipt by the Company of a “bona fide offer” (the acceptance or rejection of which shall not require the Consent of the Members). The Company shall give the notice of its receipt of such offer (the “Offer Notice”) and shall deliver a copy of the Offer Notice to the Grantee. Upon receipt by the Grantee of the Offer Notice, the Grantee shall have 90 days to deliver to Company a written notice of its intent to exercise the Refusal Right (the “Election Notice”). An offer made with the purchase price and basic terms of the proposed sale from a third party shall constitute a “bona fide offer” for purposes of this Agreement. Such offer (i) may be solicited by the Grantee or the Managing Member (with such solicitation permitted to begin at any time following the end of the fourteenth (14th) year of the Compliance Period provided that the Election Notice may not be sent until the end of the Compliance Period) and (ii) may contain customary due diligence, financing, and other contingencies. Notwithstanding anything to the contrary herein, a sale of the Project pursuant to the Refusal Right shall not require the Consent of the Non-Managing Members [or of Virginia Housing].
- B. If the Grantee fails to deliver the Election Notice within ninety (90) days of receipt of the Offer Notice, or if such Election Notice is delivered but the Grantee does not consummate the purchase of the Project within 270 days from the date of delivery of the Election Notice (each, individually, a “Terminating Event”), then its Refusal Right shall terminate and the Company shall be permitted to sell the Property free of the Refusal Right.

Section 3. Purchase Price; Closing

- A. The purchase price for the Property pursuant to the Refusal Right (the “Purchase Price”) shall equal the sum of (i) the principal amount of all outstanding indebtedness secured by the Project, and any accrued interest on any of such debts and (ii) all federal, State, and local taxes attributable to such sale, including those incurred or to be incurred by the partners or members of the Non-Managing Members. Notwithstanding the foregoing, however, the Purchase Price shall never be less than the amount of the “minimum purchase price” as defined in Section 42(i)(7)(B) of the Code. The Refusal Right granted hereunder is intended to satisfy the requirements of Section 42(i)(7) of the Code and shall be interpreted consistently therewith. In computing such price, it shall be assumed that each of the Non-Managing Members of the Owner (or their constituent partners or members) has an effective combined federal, state and local income tax rate equal to the maximum of such rates in effect on the date of Closing.
- B. All costs of the Grantee’s purchase of the Property pursuant to the Refusal Right, including any filing fees, shall be paid by Grantee.
- C. The Purchase Price shall be paid at Closing in one of the following methods:
- (i) the payment of all cash or immediately available funds at Closing, or
 - (ii) the assumption of any assumable Loans if Grantee has obtained the consent of the lenders to the assumption of such Loans, which consent shall be secured at the sole cost and expense of Grantee; provided, however, that any

Purchase Price balance remaining after the assumption of the Loans shall be paid by Grantee in immediately available funds.

Section 4. Conditions Precedent; Termination

A. Notwithstanding anything in this Agreement to the contrary, the right of the Grantee to exercise the Refusal Right and consummate any purchase pursuant thereto is contingent on each of the following being true and correct at the time of exercise of the Refusal Right and any purchase pursuant thereto:

- (i) the Grantee or its assignee shall be a “qualified nonprofit organization” as defined in Section 42(h)(5)(C) of the Code or another qualified purchaser described in Section 42(i)(7)(A) of the Code (collectively, each, a “Qualified Beneficiary”); and
- (ii) the Project continues to be a “qualified low-income housing project” within the meaning of Section 42 of the Code.

B. This Agreement shall automatically terminate upon the occurrence of any of the following events and, if terminated, shall not be reinstated unless such reinstatement is agreed to in a writing signed by the Grantee and each of the Consenting Members:

- (i) the transfer of the Property to a lender in total or partial satisfaction of any loan; or
- (ii) any transfer or attempted transfer of all or any part of the Refusal Right by the Grantee, whether by operation of law or otherwise, except as otherwise permitted under Section 7 of this Agreement; or
- (iii) the Project ceases to be a “qualified low-income housing project” within the meaning of Section 42 of the Code, or
- (iv) the Grantee fails to deliver its Election Notice or consummate the purchase of the Property within the timeframes set forth in Section 2 above.

C. If the Investor Member removes the Managing Member from the Company for failure to cure a default under the Operating Agreement, the Investor Member may elect to release this Agreement as a lien against the Project upon first obtaining the prior written consent of Virginia Housing, which consent may be granted or withheld in Virginia Housing’s sole discretion.

Section 5. Contract and Closing

Upon determination of the purchase price, the Owner and the Grantee shall enter into a written contract for the purchase and sale of the Property in accordance with the terms of this Agreement and containing such other terms and conditions as are standard and customary for similar commercial transactions in the geographic area which the Property is located, providing for a closing (the “Closing”) to occur in Waynesboro, Virginia not later than the timeframes set forth in Section 2. In the absence of any such contract, this Agreement shall be specifically enforceable upon the exercise of the Refusal Right.

Section 6. Conveyance and Condition of the Property

The Owner’s right, title and interest in the Property shall be conveyed by quitclaim deed, subject to such liens, encumbrances and parties in possession as shall exist as of the date of Closing. The Grantee shall accept the Property “**AS IS, WHERE IS**” and “**WITH ALL FAULTS AND DEFECTS,**” latent or otherwise, without any warranty or representation as to the condition thereof whatsoever, including

without limitation, without any warranty as to fitness for a particular purpose, habitability, or otherwise and no indemnity for hazardous waste or other conditions with respect to the Property will be provided. It is a condition to Closing that all amounts due to the Owner and the Investor Member from the Grantee or its Affiliates be paid in full. The Grantee shall pay all closing costs, including, without limitation, the Owner's attorney's fees. Upon closing, the Owner shall deliver to the Grantee, along with the deed to the property, an ALTA owner's title insurance policy dated as of the close of escrow in the amount of the purchase price, subject to the liens, encumbrances and other exceptions then affecting the title.

Section 7. Transfer

The Refusal Right shall not be transferred to any Person without the Consent of the Investor Member, except that the Grantee may assign all or any of its rights under this Agreement to an Affiliate of Grantee (a "Permitted Assignee") at the election and direction of the Grantee or to any assignee that shall be a "qualified nonprofit organization" as defined in Section 42(h)(5)(C) of the Code or another qualified purchaser described in Section 42(i)(7)(A) of the Code (collectively, each, a "Qualified Beneficiary").

In the case of any transfer of the Refusal Right (i) all conditions and restrictions applicable to the exercise of the Refusal Right or the purchase of the Property pursuant thereto shall also apply to such transferee, and (ii) such transferee shall be disqualified from the exercise of any rights hereunder at all times during which Grantee would have been ineligible to exercise such rights hereunder had it not effected such transfer.

Section 8. Rights Subordinate; Priority of Requirements of Section 42 of the Code

This Agreement is subordinate in all respects to any regulatory agreements and to the terms and conditions of the Mortgage Loans encumbering the Property. In addition, it is the intention of the parties that nothing in this Agreement be construed to affect the Owner's status as owner of the Property for federal income tax purposes prior to exercise of the Refusal Right granted hereunder. Accordingly, notwithstanding anything to the contrary contained herein, both the grant and the exercise of the Refusal Right shall be subject in all respects to all applicable provisions of Section 42 of the Code, including, in particular, Section 42(i)(7). In the event of a conflict between the provisions contained in this Agreement and Section 42 of the Code, the provisions of Section 42 shall control.

Section 9. Option to Purchase

- A. The parties hereto agree that if the Service hereafter issues public authority to permit the owner of a low-income housing tax credit project to grant an "option to purchase" pursuant to Section 42(i)(7) of the Code as opposed to a "right of first refusal" without adversely affecting the status of such owner as owner of its project for federal income tax purposes, then the parties shall amend this Agreement and the Owner shall grant the Grantee an option to purchase the Property at the Purchase Price provided in Section 3 hereof and that meets the requirements of Code Section 42(i)(7).
- B. If the Service hereafter issues public authority to permit the owner of a low-income housing tax credit project to grant a "right of first refusal to purchase partner interests" and/or "purchase option to purchase partner interests" pursuant to Section 42(i)(7) of the Code (or other applicable provision) as opposed to a "right of first refusal to purchase the Project" without adversely affecting the status of such owner as owner of its project for federal income tax purposes (or the status of the Investor Member as a partner of the Company for federal income tax purposes) then the parties shall amend this Agreement and the Investor Members shall provide a right of first refusal and/or purchase option, as the case may be, to acquire their

Interests for the Purchase Price provided in Section 3 hereof and that meets the requirements of Code Section 42(i)(7).

Section 10. Notice

Except as otherwise specifically provided herein, all notices, demands or other communications hereunder shall be in writing and shall be deemed to have been given and received (i) two (2) business days after being deposited in the United States mail and sent by certified or registered mail, postage prepaid, (ii) one (1) business day after being delivered to a nationally recognized overnight delivery service, (iii) on the day sent by telecopier or other facsimile transmission, answer back requested, or (iv) on the day delivered personally, in each case, to the parties at the addresses set forth below or at such other addresses as such parties may designate by notice to the other party:

- (i) If to the Owner, at the principal office of the Company set forth in Article II of the Operating Agreement;
 - (ii) If to a Consenting Member, at their respective addresses set forth in Schedule A of the Operating Agreement;
 - (iii) If to the Grantee, 8403 Colesville Rd., Suite 1150, Silver Spring MD 20910;
- and

Section 11. Severability of Provisions

Each provision of this Agreement shall be considered severable, and if for any reason any provision that is not essential to the effectuation of the basic purposes of the Agreement is determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those provisions of this Agreement that are valid.

Section 12. Binding Provisions

The covenants and agreements contained herein shall be binding upon, and inure to the benefit of, the heirs, legal representatives, successors and assignees of the respective parties hereto, except in each case as expressly provided to the contrary in this Agreement.

Section 13. Counterparts

This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties have not signed the original or the same counterpart.

Section 14. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia without regard to principles of conflicts of law. Notwithstanding the foregoing, Company, Investor Member and Grantee do not intend the Refusal Right in this Agreement to be a common law right of first refusal but rather intend it to be understood and interpreted as a mechanism authorized by Section 42 of the Code to allow non-profit entities to preserve affordable housing for low-income families in accordance with Grantee's charitable objectives.

Section 15. Headings

All headings in this Agreement are for convenience of reference only. Masculine, feminine, or neuter gender, shall include all other genders, the singular shall include the plural, and vice versa as the context may require.

Section 16. Amendments

This Agreement shall not be amended except by written agreement between Grantee and the Owner with the consent of each of the Consenting Members [and Virginia Housing].

Section 17. Time

Time is of the essence with respect to this Agreement, and all provisions relating thereto shall be so construed.

Section 18. Legal Fees

Except as otherwise provided herein, in the event that legal proceedings are commenced by the Owner against the Grantee or by the Grantee against the Owner in connection with this Agreement or the transactions contemplated hereby, the prevailing party shall be entitled to recover all reasonable attorney's fees and expenses.

Section 19. Subordination

This Agreement is and shall remain automatically subject and subordinate to any bona fide mortgage to (or assigned to) an institutional or governmental lender with respect to the Project and, in the event of a foreclosure of any such mortgage, or of the giving of a deed in lieu of foreclosure to any such mortgagee, this Agreement shall become void and shall be of no further force or effect.

Section 20. Rule Against Perpetuities Savings Clause

The term of this Agreement will be ninety years commencing on the date first written above unless sooner terminated pursuant to the provisions hereof. If any provision of this Agreement is construed as violating and applicable "Rule Against Perpetuities" by statute or common law, such provision will be deemed to remain in effect only until the death of the last survivor of the now living descendants of any member of the 116th Congress of the United States, plus twenty-one (21) years thereafter. This Agreement and the Refusal Right herein granted are covenants running with the land and the terms and provisions hereof will be binding upon, inure to the benefits of and be enforceable by the parties hereto and their respective successors and assigns.

Section 21. Third Party Beneficiary; Virginia Housing Rights and Powers

The Virginia Housing Development Authority ("Virginia Housing") shall be a third party beneficiary to this Agreement, and the benefits of all of the covenants and restrictions hereof shall inure to the benefit of Virginia Housing, including the right, in addition to all other remedies provided by law or in equity, to apply to any court of competent jurisdiction within the Commonwealth of Virginia to enforce specific performance by the parties or to obtain an injunction against any violations hereof, or to obtain such other relief as may be appropriate. The Authority and its agents shall have those rights and powers with respect to the Project as set forth in the Act and the Virginia Housing Rules and Regulations promulgated thereunder, including without limitation, those rights and powers set forth in Chapter 1.2 of Title 365 of the Code of Virginia (1950), as amended, and 13VAC10-180-10 et seq., as amended.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

OWNER:

1030 ALSTON COURT LLC
a Virginia limited liability company

By: 1030 Alston Court MM LLC
a Virginia limited liability company,
its managing member

By: Enterprise Community Development, Inc.
a Maryland nonstock corporation,
its sole member

By: [Signature]
Name: Robert Fossi
Title: SVP, Real Estate Development

STATE OF Maryland)
) to-wit:
CITY/COUNTY OF PRINCE GEORGES)

On 21 FEBRUARY, 2024 before me, the undersigned, a notary public in and for said state, personally appeared Robert Fossi, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as SVP, Real Estate Development of Enterprise Community Development, Inc., Maryland nonstock corporation, the sole member of 1030 Alston Court MM LLC, a Virginia limited liability company, which is the managing member of 1030 Alston Court LLC, a Virginia limited liability company, and that by his signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

Notary Public: [Signature]

Commission expires: 11 FEBRUARY 2026

Registration No.: -

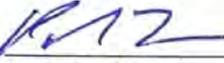
NATASHA JAMESON-RANDOLPH
Notary Public - State of Maryland
Prince George's County
My Commission Expires Feb 11, 2026

Right of First Refusal Agreement
1030 Alston Court Apartments
Signature Page 1 of 4

GRANTEE:

ENTERPRISE COMMUNITY DEVELOPMENT, INC.

a Maryland nonstock corporation

By: 

Name: Robert Fossi

Title: SVP, Real Estate Development

STATE OF Maryland)
) to-wit:
CITY/COUNTY OF PRINCE GEORGES)

On 21 FEBRUARY, 2024 before me, the undersigned, a notary public in and for said state, personally appeared Robert Fossi, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as SVP, Real Estate Development of Enterprise Community Development, Inc., Maryland nonstock corporation, and that by his signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

Notary Public: 

Commission expires: 11 FEB 2026

Registration No.:



The undersigned hereby consents to the foregoing right of first refusal agreement as of the date first set forth hereinabove.

MANAGING MEMBER:

1030 ALSTON COURT MM LLC
a Virginia limited liability company

By: Enterprise Community Development, Inc.
a Maryland nonstock corporation,
its sole member

By: RAZ
Name: Robert Fossi
Title: SVP, Real Estate Development

STATE OF Maryland)
CITY/COUNTY OF PRINCE GEORGES) to-wit:

On 21 FEBRUARY, 2024, before me, the undersigned, a notary public in and for said state, personally appeared Robert Fossi, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as SVP, Real Estate Development of Enterprise Community Development, Inc., Maryland nonstock corporation, the sole member of 1030 Alston Court MM LLC, a Virginia limited liability company, and that by his signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

Notary Public: [Signature]

Commission expires: 11 FEB 2026

Registration No.: —

NATASHA JAMESON-RANDOLPH
Notary Public - State of Maryland
Prince George's County
My Commission Expires Feb 11, 2026

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

INVESTOR MEMBER:

[INVESTOR ENTITY], a [] [] limited liability company

By: _____

By: _____

SPECIAL MEMBER:

[] [] **SPECIAL LIMITED PARTNER, L.L.C.**, a [] [] limited liability company

By: [], LLC, a [] [] limited liability company, its manager

By: _____

STATE OF _____)

_____)

CITY/COUNTY OF _____)

On _____, 20__, before me, the undersigned, a notary public in and for said state, personally appeared [], personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as [], the manager of [Investor Entity], a [] limited liability company, and [] **Special Limited Partner, L.L.C.**, a [] limited liability company, and that by his signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

Notary Public _____

Commission expires _____

EXHIBIT A

LEGAL DESCRIPTION

(see attached)

SURVEY DESCRIPTION (9% Portion, TMP 51-12-6A)

A PORTION OF THAT CERTAIN PIECE OR PARCEL OF LAND, WITH IMPROVEMENTS THEREON AND APPURTENANCES THERETO, **BEING A PART OF** THAT REAL PROPERTY NOW OR FORMERLY IN THE NAME OF 401403 LLC., SITUATE, LYING AND BEING IN THE CITY OF WAYNESBORO, VIRGINIA, BEING KNOWN AS CITY TAX MAP PARCEL NUMBER 51-12-6A ('THE SUBJECT') AND AS SHOWN ON A PLAT OF SURVEY ENTITLED 'BOUNDARY LINE ADJUSTMENT OF 4.834 ACRES OF LAND' OF RECORD IN PLAT BOOK 7, PAGE 82 IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE CITY OF WAYNESBORO, SAID **PORTION, REFERENCED HEREIN AS THE '9% PORTION'**, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON ROD ALONG THE NORTH LINE OF ALSTON COURT, A 60' WIDE PUBLIC RIGHT OF WAY, SAID IRON BEING A COMMON SOUTHEAST CORNER OF THE SUBJECT AND SOUTHWEST CORNER OF TAX MAP PARCEL 51-12-4 IN THE NAME OF NEIGHBORHOOD INVESTMENTS—BL, LLC, **SAID POINT BEING THE (9 % PORTION) POINT OF BEGINNING (P.O.B.)**;;

THENCE WITH NORTH LINE OF ALSTON COURT S 62° 43' 00" W 116.00' TO A POINT,

THENCE LEAVING THE NORTH LINE OF ALSTON COURT AND THROUGH THE LANDS OF THE SUBJECT THE FOLLOWING COURSES:

N 09° 42' 40" W 76.00' TO A POINT;

N 31° 37' 22" W 196.77' TO A POINT;

A CURVE TO THE LEFT WITH A RADIUS OF 100.00', A LENGTH OF 64.15', DELTA ANGLE OF 36°45'25", AND A LONG CHORD BEARING N 50°00'05" W A DISTANCE OF 63.06' TO A POINT;

N 68° 22' 47" W 106.51' TO A POINT;

N 33° 27' 33" W 205.21' TO A POINT;

S 56° 28' 36" W 69.21' TO A POINT;

N 33° 31' 24" W 148.50' TO A POINT;

S 56° 29' 52" W 50.00' TO A POINT IN THE WESTERLY LINE OF THE SUBJECT AND A COMMON LINE WITH TMP 51-12-46 IN THE NAME OF MP WAYNESBORO, LLC;

THENCE CONTINUING WITH THE SUBJECT AND MP WAYNESBORO, LLC N 33° 34' 02" W 58.17' TO AN IRON ROD, SAID IRON ROD BEING A COMMON CORNER WITH MP WAYNESBORO, LLC AND A SOUTHEAST CORNER OF TMP 51-12-6 IN THE NAME OF NEIGHBORHOOD INVESTMENTS—BL, LLC;

THENCE LEAVING MP WAYNESBORO, LLC AND WITH THE SUBJECT AND NEIGHBORHOOD INVESTMENTS—BL, LLC THE FOLLOWING COURSES:

N 56° 25' 58" E 189.90' TO AN IRON ROD;
N 78° 14' 03" E 16.16' TO AN IRON ROD;

N 56° 25' 58" E 28.60' TO AN IRON ROD;

S 33° 34' 02" E 416.00' TO AN IRON ROD;

N 56° 25' 58" E 50.00' TO AN IRON ROD;

S 32° 25' 57" E 416.86' TO THE **POINT OF BEGINNING (P.O.B.) CONTAINING 2.414 ACRES, MORE OR LESS.**

BASIS OF BEARINGS: PLAT BOOK 7, PAGE 82.

RECORDING REQUESTED BY:
AND WHEN RECORDED MAIL
TO:

[Klein Hornig LLP 1325 G Street NW, Suite 770 Washington, DC 20005 Attn: Jessica Worthington](#)

**RIGHT OF FIRST REFUSAL
AGREEMENT**
**(~~[Project name]~~1030 Alston Court
Apartments)**

RIGHT OF FIRST REFUSAL AGREEMENT (the “Agreement”) dated as of ~~[Closing Date]~~ [March 13, 2024](#) by and among ~~[OWNER ENTITY]~~ [1030 ALSTON COURT LLC](#), a Virginia limited liability company (the “Owner” or the “Company”),

~~[_____]~~ [ENTERPRISE COMMUNITY DEVELOPMENT, INC.](#), a ~~Virginia~~ [Maryland](#) non-stock nonprofit corporation (the “Grantee”), and is consented to by ~~[MANAGING MEMBER ENTITY]~~ [1030 ALSTON COURT MM LLC](#), a Virginia limited liability company (the “Managing Member”), ~~[INVESTOR ENTITY]~~, a [_____] limited liability company (the “Investor Member”) and [_____] [SPECIAL LIMITED PARTNER, L.L.C.](#), a ~~[_____]~~ [SPECIAL LIMITED PARTNER, L.L.C.](#),

~~a [_____]~~ limited liability company (the “Special Member”). The Managing Member, the Investor Member and the Special Member are sometimes collectively referred to herein as the “Consenting Members”. The Investor Member and Special Member are sometimes collectively referred to herein as the “Non-Managing Members”. This Agreement shall be fully binding upon and inure to the benefit of the parties and their successors and assigns to the foregoing.

Recitals

- A. The Owner, pursuant to its [Amended and Restated] Operating Agreement dated on or about the date hereof by and among the Consenting Members (the “Operating Agreement”), is engaged in the ownership and operation of ~~an [_____]~~ a 48-unit apartment project for families located in ~~[_____]~~ [Waynesboro](#), Virginia and commonly known as “~~[Project name]~~ [Apartments 1030 Alston Court – 9%](#)” (the “Project”). The real property comprising the Project is legally defined on **Exhibit A**.
- B. The Grantee is ~~a~~ [the sole](#) member of the Managing Member of the Owner and is instrumental to the development and operation of the Project; and
- C. The Owner desires to give, grant, bargain, sell and convey to the ~~Grantees~~ [Grantee](#) certain rights of first refusal to purchase the Project on the terms and conditions set forth herein;
- D. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Operating Agreement.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises of the parties hereto and of other good and valuable consideration, the receipt and sufficiency of which the parties hereto acknowledge, the parties hereby agree as follows:

Section 1. Right of First Refusal

The Owner hereby grants to the Grantee a right of first refusal (the “Refusal Right”) to purchase the real estate, fixtures, and personal property comprising the Project or associated with the physical operation thereof and owned by the Company at the time (the “Property”), for the price and subject to the other terms and conditions set forth below. The Property will include any reserves of the Partnership that is required by Virginia Housing Development Authority (“Virginia Housing” or the “Credit Authority”) or any lender of a loan being assumed in connection with the exercise of the Refusal Right to remain with the Project.

[KH 1121691.3](#)

Section 2. Exercise of Refusal Right; Purchase Price

- A. After the end of the Compliance Period, the Company agrees that it will not sell the Property or any portion thereof to any Person without first offering the Property to the Grantee (the “Refusal Right”), for the Purchase Price (as defined in Section 3); *provided, however,* that such Refusal Right shall be conditioned upon the receipt by the Company of a “bona fide offer” (the acceptance or rejection of which shall not require the Consent of the Members). The Company shall give the notice of its receipt of such offer (the “Offer Notice”) and shall deliver a copy of the Offer Notice to the Grantee. Upon receipt by the Grantee of the Offer Notice, the Grantee shall have 90 days to deliver to Company a written notice of its intent to exercise the Refusal Right (the “Election Notice”). An offer made with the purchase price and basic terms of the proposed sale from a third party shall constitute a “bona fide offer” for purposes of this Agreement. Such offer (i) may be solicited by the Grantee or the Managing Member (with such solicitation permitted to begin at any time following the end of the fourteenth (14th) year of the Compliance Period provided that the Election Notice may not be sent until the end of the Compliance Period) and (ii) may contain customary due diligence, financing, and other contingencies. Notwithstanding anything to the contrary herein, a sale of the Project pursuant to the Refusal Right shall not require the Consent of the Non-Managing Members [or of Virginia Housing].
- B. If the Grantee fails to deliver the Election Notice within ninety (90) days of receipt of the Offer Notice, or if such Election Notice is delivered but the Grantee does not consummate the purchase of the Project within 270 days from the date of delivery of the Election Notice (each, individually, a “Terminating Event”), then its Refusal Right shall terminate and the Company shall be permitted to sell the Property free of the Refusal Right.

Section 3. Purchase Price; Closing

- A. The purchase price for the Property pursuant to the Refusal Right (the “Purchase Price”) shall equal the sum of (i) the principal amount of all outstanding indebtedness secured by the Project, and any accrued interest on any of such debts and (ii) all federal, State, and local taxes attributable to such sale, including those incurred or to be incurred by the partners or members of the Non-Managing Members. Notwithstanding the foregoing,

however, the Purchase Price shall never be less than the amount of the “minimum purchase price” as defined in Section 42(i)(7)(B) of the Code. The Refusal Right granted hereunder is intended to satisfy the requirements of Section 42(i)(7) of the Code and shall be interpreted consistently therewith. In computing such price, it shall be assumed that each of the Non-Managing Members of the Owner (or their constituent partners or members) has an effective combined federal, state and local income tax rate equal to the maximum of such rates in effect on the date of Closing.

B. All costs of the Grantee’s purchase of the Property pursuant to the Refusal Right, including any filing fees, shall be paid by Grantee.

C. The Purchase Price shall be paid at Closing in one of the following methods:

- (i) the payment of all cash or immediately available funds at Closing, or
- (ii) the assumption of any assumable Loans if Grantee has obtained the consent of the lenders to the assumption of such Loans, which consent shall be secured at the sole cost and expense of Grantee; provided, however, that any

[KH 1121691.3](#)

~~- 2 -~~

Purchase Price balance remaining after the assumption of the Loans shall be paid by Grantee in immediately available funds.

Section 4. Conditions Precedent; Termination

A. Notwithstanding anything in this Agreement to the contrary, the right of the Grantee to exercise the Refusal Right and consummate any purchase pursuant thereto is contingent on each of the following being true and correct at the time of exercise of the Refusal Right and any purchase pursuant thereto:

- (i) the Grantee or its assignee shall be a “qualified nonprofit organization” as defined in Section 42(h)(5)(C) of the Code or another qualified purchaser described in Section 42(i)(7)(A) of the Code (collectively, each, a “Qualified Beneficiary”); and
- (ii) the Project continues to be a “qualified low-income housing project” within the meaning of Section 42 of the Code.

B. This Agreement shall automatically terminate upon the occurrence of any of the following events and, if terminated, shall not be reinstated unless such reinstatement is agreed to in a writing signed by the Grantee and each of the Consenting Members:

- (i) the transfer of the Property to a lender in total or partial satisfaction of any loan; or
- (ii) any transfer or attempted transfer of all or any part of the Refusal Right by the Grantee, whether by operation of law or otherwise, except as otherwise permitted under Section 7 of this Agreement; or
- (iii) the Project ceases to be a “qualified low-income housing project” within the meaning of Section 42 of the Code; or

[KH 1119662.2](#)

(iv) the Grantee fails to deliver its Election Notice or consummate the purchase of the Property within the timeframes set forth in Section 2 above.

C. If the Investor Member removes the Managing Member from the Company for failure to cure a default under the Operating Agreement, the Investor Member may elect to release this Agreement as a lien against the Project upon first obtaining the prior written consent of Virginia Housing, which consent may be granted or withheld in Virginia Housing's sole discretion.

Section 5. Contract and Closing

Upon determination of the purchase price, the Owner and the Grantee shall enter into a written contract for the purchase and sale of the Property in accordance with the terms of this Agreement and containing such other terms and conditions as are standard and customary for similar commercial transactions in the geographic area which the Property is located, providing for a closing (the "Closing") to occur in ~~the []~~Waynesboro, Virginia not later than the timeframes set forth in Section 2. In the absence of any such contract, this Agreement shall be specifically enforceable upon the exercise of the Refusal Right.

Section 6. Conveyance and Condition of the Property

The Owner's right, title and interest in the Property shall be conveyed by quitclaim deed, subject to such liens, encumbrances and parties in possession as shall exist as of the date of Closing. The Grantee shall accept the Property "AS IS, WHERE IS" and "WITH ALL FAULTS AND DEFECTS," latent or otherwise, without any warranty or representation as to the condition thereof whatsoever, including

KH 1121691.3

- 3 -

without limitation, without any warranty as to fitness for a particular purpose, habitability, or otherwise and no indemnity for hazardous waste or other conditions with respect to the Property will be provided. It is a condition to Closing that all amounts due to the Owner and the Investor Member from the Grantee or its Affiliates be paid in full. The Grantee shall pay all closing costs, including, without limitation, the Owner's attorney's fees. Upon closing, the Owner shall deliver to the Grantee, along with the deed to the property, an ALTA owner's title insurance policy dated as of the close of escrow in the amount of the purchase price, subject to the liens, encumbrances and other exceptions then affecting the title.

Section 7. Transfer

The Refusal Right shall not be transferred to any Person without the Consent of the Investor Member, except that the Grantee may assign all or any of its rights under this Agreement to an Affiliate of Grantee (a "Permitted Assignee") at the election and direction of the Grantee or to any assignee that shall be a "qualified nonprofit organization" as defined in Section 42(h)(5)(C) of the Code or another qualified purchaser described in Section 42(i)(7)(A) of the Code (collectively, each, a "Qualified Beneficiary").

In the case of any transfer of the Refusal Right (i) all conditions and restrictions applicable to the exercise of the Refusal Right or the purchase of the Property pursuant thereto shall also apply to such transferee, and (ii) such transferee shall be disqualified from the exercise of any rights hereunder

at all times during which Grantee would have been ineligible to exercise such rights hereunder had it not effected such transfer.

Section 8. Rights Subordinate; Priority of Requirements of Section 42 of the Code

This Agreement is subordinate in all respects to any regulatory agreements and to the terms and conditions of the Mortgage Loans encumbering the Property. In addition, it is the intention of the parties that nothing in this Agreement be construed to affect the Owner's status as owner of the Property for federal income tax purposes prior to exercise of the Refusal Right granted hereunder. Accordingly, notwithstanding anything to the contrary contained herein, both the grant and the exercise of the Refusal Right shall be subject in all respects to all applicable provisions of Section 42 of the Code, including, in particular, Section 42(i)(7). In the event of a conflict between the provisions contained in this Agreement and Section 42 of the Code, the provisions of Section 42 shall control.

Section 9. Option to Purchase

A. The parties hereto agree that if the Service hereafter issues public authority to permit the owner of a low-income housing tax credit project to grant an "option to purchase" pursuant to Section 42(i)(7) of the Code as opposed to a "right of first refusal" without adversely affecting the status of such owner as owner of its project for federal income tax purposes, then the parties shall amend this Agreement and the Owner shall grant the Grantee an option to purchase the Property at the Purchase Price provided in Section 3 hereof and that meets the requirements of Code Section 42(i)(7).

B. If the Service hereafter issues public authority to permit the owner of a low-income housing tax credit project to grant a "right of first refusal to purchase partner interests" and/or "purchase option to purchase partner interests" pursuant to Section 42(i)(7) of the Code (or other applicable provision) as opposed to a "right of first refusal to purchase the Project" without adversely affecting the status of such owner as owner of its project for federal income tax purposes (or the status of the Investor Member as a partner of the Company for federal income tax purposes) then the parties shall amend this Agreement and the Investor Members shall provide a right of first refusal and/or purchase option, as the case may be, to acquire their

[KH1121691.3](#)

~~- 4 -~~

Interests for the Purchase Price provided in Section 3 hereof and that meets the requirements of Code Section 42(i)(7).

Section 10. Notice

Except as otherwise specifically provided herein, all notices, demands or other communications hereunder shall be in writing and shall be deemed to have been given and received ⁽⁺⁾ (i) two (2) business days after being deposited in the United States mail and sent by certified or registered mail, postage prepaid, (ii) one (1) business day after being delivered to a nationally recognized overnight delivery service, (iii) on the day sent by telecopier or other facsimile transmission, answer back requested, or (iv) on the day delivered personally, in each case, to the parties at the addresses set forth below or at such other addresses as such parties may designate by notice to the other party:

[KH1119662.2](#)

- (i) If to the Owner, at the principal office of the Company set forth in Article II of the Operating Agreement;
- (ii) If to a Consenting Member, at their respective addresses set forth in Schedule A of the Operating Agreement;
- (iii) If to the Grantee, ~~_____~~, ~~_____~~ [8403 Colesville Rd., Suite 1150, Silver Spring MD 20910](#); and

Section 11. Severability of Provisions

Each provision of this Agreement shall be considered severable, and if for any reason any provision that is not essential to the effectuation of the basic purposes of the Agreement is determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those provisions of this Agreement that are valid.

Section 12. Binding Provisions

The covenants and agreements contained herein shall be binding upon, and inure to the benefit of, the heirs, legal representatives, successors and assignees of the respective parties hereto, except in each case as expressly provided to the contrary in this Agreement.

Section 13. Counterparts

This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties have not signed the original or the same counterpart.

Section 14. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia without regard to principles of conflicts of law. Notwithstanding the foregoing, Company, Investor Member and Grantee do not intend the Refusal Right in this Agreement to be a common law right of first refusal but rather intend it to be understood and interpreted as a mechanism authorized by Section 42 of the Code to allow non-profit entities to preserve affordable housing for low-income families in accordance with Grantee's charitable objectives.

Section 15. Headings

[KH 1121691.3](#)

- 5 -

All headings in this Agreement are for convenience of reference only. Masculine, feminine, or neuter gender, shall include all other genders, the singular shall include the plural, and vice versa as the context may require.

Section 16. Amendments

This Agreement shall not be amended except by written agreement between Grantee and the Owner with the consent of each of the Consenting Members [and Virginia Housing].

Section 17. Time

Time is of the essence with respect to this Agreement, and all provisions relating thereto shall be so construed.

Section 18. Legal Fees

Except as otherwise provided herein, in the event that legal proceedings are commenced by the Owner against the Grantee or by the Grantee against the Owner in connection with this Agreement or the transactions contemplated hereby, the prevailing party shall be entitled to recover all reasonable attorney's fees and expenses.

Section 19. Subordination

This Agreement is and shall remain automatically subject and subordinate to any bona fide mortgage to (or assigned to) an institutional or governmental lender with respect to the Project and, in the event of a foreclosure of any such mortgage, or of the giving of a deed in lieu of foreclosure to any such mortgagee, this Agreement shall become void and shall be of no further force or effect.

Section 20. Rule Against Perpetuities Savings Clause

The term of this Agreement will be ninety years commencing on the date first written above unless sooner terminated pursuant to the provisions hereof. If any provision of this Agreement is construed as violating and applicable "Rule Against Perpetuities" by statute or common law, such provision will be deemed to remain in effect only until the death of the last survivor of the now living descendants of any member of the 116th Congress of the United States, plus twenty-one (21) years thereafter. This Agreement and the Refusal Right herein granted are covenants running with the land and the terms and provisions hereof will be binding upon, inure to the benefits of and be enforceable by the parties hereto and their respective successors and assigns.

Section 21. Third Party Beneficiary; Virginia Housing Rights and Powers

The Virginia Housing Development Authority ("Virginia Housing") shall be a third party beneficiary to this Agreement, and the benefits of all of the covenants and restrictions hereof shall inure to the benefit of Virginia Housing, including the right, in addition to all other remedies provided by law or in equity, to apply to any court of competent jurisdiction within the Commonwealth of Virginia to enforce specific performance by the parties or to obtain an injunction against any violations hereof, or to obtain such other relief as may be appropriate. The Authority and its agents shall have those rights and powers with respect to the Project as set forth in the Act and the Virginia Housing Rules and Regulations promulgated thereunder, including without limitation, those rights and powers set forth in Chapter 1.2 of Title 365 of the Code of Virginia (1950), as amended, and 13VAC10-180-10 et seq., as amended.

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

OWNER:

1030 ALSTON COURT LLC

~~{OWNER ENTITY}~~, a {Virginia} limited liability company

By: ~~{Managing Member Entity}~~, 1030 Alston Court MM LLC

a {Virginia} limited liability company,
its managing member

By: Enterprise Community Development,
Inc. a Maryland nonstock corporation,

its sole member

By: KAZ

~~COMMONWEALTH OF~~

~~VIRGINIA CITY/COUNTY OF~~ _____

Name: Robert Fossi Title: SVP, Real Estate Development

STATE OF

STATE OF

MARIAND

F+FF/COUNTY OF

~~On~~ _____

Georges

)
to-wit

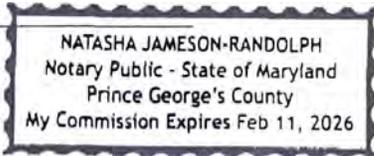
on G, 2018 before me, the undersigned, a notary public in and for said state, personally appeared [Redacted] Robe-i, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity as [Redacted] dS SW, Real Estate Development of Enterprise Community Development, Inc., Maryland nonstock

corporation, the managing sole member of the [Managing Member Entity] 1030 Alston Court MM LLC, a Virginia limited

liability company, which is the managing member of [Owner Entity] 1030 Alston Court LLC, a Virginia limited liability company. and that by her signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

Notary Public: 

Commission Expires: CommiSSlon expires: 11 FEBRUARY 2026

Registration No.: 

*11121691.3

R
i
g
h
t
o
f
F
i
r
s
t
R
e
f
u
s
a

l
A
g
r
e
e
m
e
n
t
f
r
e
e
t
r
a
n
s
f
e
r
o
f
1
0
3
0
A
l
s
t
o
n
C
o
u
r
t
A
p
p
a
r
t
m
e
n
t
s
S
i
g
n
a
t
u
r
e
P
a
g
e
4
I

GRANTEE:

~~[]~~, ENTERPRISE COMMUNITY DEVELOPMENT, INC.

a ~~Virginia non-stock nonprofit~~ Maryland nonstock corporation

By: f

Name: Robert Fossi Title: SVP, Real Estate Development

~~COMMONWEALTH OF VIRGINIA CITY~~

STATE OF

Maryland

)
)to-wit

GIT/COUNTY OF — NCE GEORGETOWN

On _____, 20a before me, the undersigned, a notary public in and for said state, personally appeared ~~[]~~ Robert Fossi, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that ~~she~~ he executed the same in ~~her~~ his capacity as ~~[]~~ SVP, Real Estate Development of Enterprise Community Development, Inc., Maryland nonstock corporation, and that by ~~her~~ his signature on the instrument, the entity, individual or the person on behalf of ~~which the individual acted, acted, executed~~ the instrument.

Notary Public: 

Commission ~~Expires~~ expires: _____ / 1

Registration No.: _____



[K11 1121 691.3](#)

R
i
g
h
t
t
e
r
F
i
r
s
t
R
e
f
u
s
a
l
A
g
r



reement [\[Project name\]1030](#)
[Alston Court](#) Apartments
Signature Page 2 of 4

[KH-1119662.2](#)

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

MANAGING MEMBER:

~~[MANAGING MEMBER ENTITY],~~ 1030 ALSTON COURT,
a Virginia limited liability company

By: Enterprise Community Development, Inc.

By: _____
a Maryland nonstock corporation,
its sole member

By:  _____
Name: Robert Fossi

~~COMMONWEALTH OF VIRGINIA~~

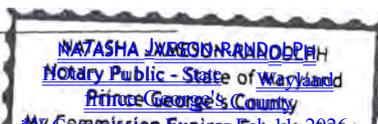
~~CITY/COUNTY OF _____~~

Title: SVP, Real Estate Development

STATE OF MARYLAND)
CITY/COUNTY OF PRINCE GEORGES) to-wit: |

On 1 W&gal, 20~~---~~2 before  me, the undersigned, a notary public in and for said state, personally appeared ~~[_____]~~ personally Robert For, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that ~~[she]~~ he executed the same in ~~her~~ his capacity as ~~[_____]~~ SVP, Real Estate Development of Enterprise Community Development, Inc., Maryland nonstock corporation, the sole member of ~~[Managing Member Entity]~~ 1030 Alston Court MM LLC, a Virginia limited liability company, and that ~~by, her~~ his signature on the instrument, the entity, individual or the person on behalf of which the individual acted, ~~executed~~ executed the instrument.

Notary ~~Public: Publics~~ Commission ~~Expires~~ expires: _____ f) Ht» Registration No.: _____



Right of First Refusal Agreement
~~{Project name}~~ 1030 Alston
Court Apartments Signature
Page 3 of ot"4

[K11 1121601.3](#)

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

~~INVESTOR~~**INVESTOR MEMBER:**

[INVESTOR ENTITY], a [_____]
limited liability company

By: _____

By: _____

SPECIAL MEMBER:

~~[_____] SPECIAL LIMITED PARTNER, L.L.C., a [_____]~~
[_____] SPECIAL LIMITED PARTNER, L.L.C., a [_____]
limited liability company

By: [_____], LLC, a [_____]
~~[_____]~~ limited liability

company, its manager By: _____

STATE OF _____

CITY/COUNTY OF _____

On _____, 20__ a, before me, the undersigned, a notary public in and for said state, personally appeared ~~[_____]~~ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity ~~as~~ as [_____], the manager of [Investor Entity], a ~~[_____]~~ limited liability company, and ~~[_____]~~ **Special Limited Partner, L.L.C., a [_____]** limited liability company, and that by his signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

Notary Public _____

Commission expires _____

| [KH1121691.3](#)

R
i
g
h
t
o
f
F
i
r
s
t
R
e
f
u
s
a
l
A
g
r
e
e
m
e
n
t
[
P
r
e
j
e
c
t

a

e
}]
1
0
3

[0 Alston Court](#) Apartments
Signature Page 4 of 4

| KH1119662.2

E

|

|

| [\(see attached\)](#)

KH 1121691.3

EXHIBIT A '2.414 AC. (9%)'

SURVEY DESCRIPTION (9% Portion, TMP 51-12-6A)

A PORTION OF THAT CERTAIN PIECE OR PARCEL OF LAND, WITH IMPROVEMENTS THEREON AND APPURTENANCES THERETO, **BEING A PART OF THAT REAL** PROPERTY NOW OR FORMERLY IN THE NAME OF 401403 LLC., SITUATE, LYING AND BEING IN THE CITY OF WAYNESBORO, VIRGINIA, BEING KNOWN AS CITY TAX MAP PARCEL NUMBER 51-12-6A ('THE SUBJECT') AND AS SHOWN ON A PLAT OF SURVEY ENTITLED 'BOUNDARY LINE ADJUSTMENT OF 4.834 ACRES OF LAND' OF RECORD IN PLAT BOOK 7, PAGE 82 IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE CITY OF WAYNESBORO, SAID **PORTION, REFERENCED HEREIN AS THE '9% PORTION'**, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON ROD ALONG THE NORTH LINE OF ALSTON COURT, A 60' WIDE PUBLIC RIGHT OF WAY, SAID IRON BEING A COMMON SOUTHEAST CORNER OF THE SUBJECT AND SOUTHWEST CORNER OF TAX MAP PARCEL 51-12-4 IN THE NAME OF NEIGHBORHOOD INVESTMENTS—BL, LLC, **SAID POINT BEING THE (9 % PORTION) POINT OF BEGINNING (P.O.B.);;**

THENCE WITH NORTH LINE OF ALSTON COURT S 62° 43' 00" W 116.00' TO A POINT,

THENCE LEAVING THE NORTH LINE OF ALSTON COURT AND THROUGH THE LANDS OF THE SUBJECT THE FOLLOWING COURSES:

KH 1119662.2

N 09° 42' 40" W 76.00' TO A POINT;

N 31° 37' 22" W 196.77' TO A POINT;

A CURVE TO THE LEFT WITH A RADIUS OF 100.00', A LENGTH OF 64.15', DELTA ANGLE OF 36°45'25", AND A LONG CHORD BEARING N 50°00'05" W A DISTANCE OF 63.06' TO A POINT;

N 68° 22' 47" W 106.51' TO A POINT;

N 33° 27' 33" W 205.21' TO A POINT;

S 56° 28' 36" W 69.21' TO A POINT;

N 33° 31' 24" W 148.50' TO A POINT;

S 56° 29' 52" W 50.00' TO A POINT IN THE WESTERLY LINE OF THE SUBJECT AND A COMMON LINE WITH TMP 51-12-46 IN THE NAME OF MP WAYNESBORO, LLC;

THENCE CONTINUING WITH THE SUBJECT AND MP WAYNESBORO, LLC N 33° 34' 02" W 58.17' TO AN IRON ROD, SAID IRON ROD BEING A COMMON CORNER WITH MP WAYNESBORO, LLC AND A SOUTHEAST CORNER OF TMP 51-12-6 IN THE NAME OF NEIGHBORHOOD INVESTMENTS—BL, LLC;

THENCE LEAVING MP WAYNESBORO, LLC AND WITH THE SUBJECT AND NEIGHBORHOOD INVESTMENTS—BL, LLC THE FOLLOWING COURSES: N 56° 25' 58" E 189.90' TO AN IRON ROD; N 78° 14' 03" E 16.16' TO AN IRON ROD;

N 56° 25' 58" E 28.60' TO AN IRON ROD;

S 33° 34' 02" E 416.00' TO AN IRON ROD;

N 56° 25' 58" E 50.00' TO AN IRON ROD;

S 32° 25' 57" E 416.86' TO THE **POINT OF BEGINNING (P.O.B.) CONTAINING 2.414 ACRES, MORE OR LESS.**

BASIS OF BEARINGS: PLAT BOOK 7, PAGE 82.

Document comparison by Workshare Compare on Tuesday, March 12, 2024
3:42:01 PM

Input:	
Document 1 ID	file://C:\Users\dmcdaniel\OneDrive - Klein Hornig LLP\Desktop\2024 VH Form Tab V-1 Right of First Refusal Agreement _do not edit_ save to new doc first_(1119662.2).docx
Description	2024 VH Form Tab V-1 Right of First Refusal Agreement _do not edit_ save to new doc first_(1119662.2)
Document 2 ID	file://C:\Users\dmcdaniel\OneDrive - Klein Hornig LLP\Desktop\WB1030 Equity Right of First Refusal Agreement(1121691.8).pdf
Description	WB1030 Equity Right of First Refusal Agreement(1121691.8)
Rendering set	Standard

Legend:	
<u>Insertion</u>	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	171
Deletions	95
Moved from	1
Moved to	1

Style changes	0
Format changes	0
Total changes	268

1030 Alston Court - 9%

Nonprofit Questionnaire - List of LIHTC Developments

ECD Development Name	Total Units	Development Status	Type	Street Address Line	State	Zip Code	County	LIHTC Award Status	Application Year- LIHTC	Ownership Type
1330 7th St	136	Operating	Family	1330 7th St NW	DC	20001	Washington, DC	Awarded	2002	General Partner
Admiral Oaks	159	Operating	Family	454 Captains Circle	MD	21401	Anne Arundel	Awarded	2009	General Partner
Arbor View	156	Operating	Family	1212 Southern Ave. SE	DC	20032	Washington, DC	N/A	N/A	General Partner
Ashland Commons	78	Operating	Family	1715 E Eager Street	MD	21205	Baltimore City	Awarded	2006	General Partner
Baker School	50	Operating	Senior	100 West Baker St	VA	23220	Richmond	Awarded	2016	GP & LP
Benet House	101	Operating	Senior	400 Millington Ave	MD	21223	Baltimore City	Awarded	2013	Non-Managing GP
Bladensburg Commons	100	Operating	Family, Market	4200 58th Ave	MD	20710	Prince Georges	Awarded	2015	General Partner
Cambridge Commons	96	Operating	Family	1220 Chestnut Place	MD	21613	Dorchester	Awarded	2008	General Partner
Cedar Heights	134	Operating	Family	1508 Butler St SE	DC	20020	Washington, DC	Awarded	2005	General Partner
Central Gardens II	106	Operating	Family	6804 Central Ave	MD	20743	Prince Georges	Awarded	N/A	General Partner
Cherrydale Apartments	186	Operating	Family, Market	1118 Cherry Hill Road	MD	21225	Baltimore County	Awarded	2007	Managing Member
Chestertown Landing	72	Operating	Family	100 Schooner Way	MD	21620	Kent	Awarded	1998	Non-managing GP & LP
College Parkway Place	170	Operating	Family	570 Bellerive Drive #109	MD	21409	Anne Arundel	Awarded	2003	GP & LP
Cove Point I	100	Operating	Senior	7795 Peninsula Expressway	MD	21222	Baltimore County	Awarded	2004	General Partner
Cove Point II	48	Operating	Senior	7801 Peninsula Expressway	MD	21222	Baltimore County	Awarded	2005	General Partner
Dove Landing - Dove Landing LLC	318	Operating	Family, Market	5301 Justin Ct	VA	23462	Virginia Beach	N/A	N/A	General Partner
Edgewood Commons I (601)	292	Operating	Family	601 Edgewood Street NE	DC	20017	Washington, DC	Awarded	2015	General Partner
Edgewood Commons II (Gardens)	42	Operating	Family	401 Edgewood St NE	DC	20017	Washington, DC	Awarded	1999	General Partner
Edgewood Commons IV (611)	258	Operating	Family	611 Edgewood St NE	DC	20017	Washington, DC	Awarded	2002	General Partner
Edgewood III Seniors LP	127	Operating	Senior	635 Edgewood St NE	DC	20017	Washington, DC	Awarded	2002	General Partner
Edgewood III Seniors PC	73	Operating	Senior	635 Edgewood St NE	DC	20017	Washington, DC	Awarded	2002	GP & LP
Ednor Apartments I	110	Operating	Senior	1040 E. 33rd Street	MD	21218	Baltimore City	Awarded	2003	General Partner
Ednor Apartments II	85	Operating	Senior, Market	1050 E 33rd Street	MD	21218	Baltimore City	Awarded	2007	General Partner
Essex House	135	Operating	Family	7777 Maple Ave	MD	20912	Montgomery	Awarded	2013	General Partner
Evergreen Senior Apartments	81	Operating	Senior	1600 Evergreen Way	MD	21221	Baltimore County	Awarded	2008	General Partner
Fall River Terrace	56	Operating	Family	5500-5600 Harpers Farm F	MD	21044	Howard	Awarded	N/A	Managing Member & Member
Fort Stevens	59	Operating	Family	1339 Fort Stevens Dr. NW	DC	20011	Washington, DC	Awarded	2017	General Partner
Greens at English Consul	90	Operating	Senior	4120 Oak Road	MD	21227	Baltimore County	Awarded	2012	General Partner
Greens at Hammonds Lane	90	Operating	Senior	602 Hammonds Lane	MD	21225	Anne Arundel	Awarded	2009	General Partner
Greens at Irvington Mews	100	Operating	Senior	4300 Frederick Avenue	MD	21229	Baltimore City	Awarded	2011	General Partner
Greens at Liberty Road	105	Operating	Senior	9707 Liberty Road	MD	21133	Baltimore County	Awarded	2009	General Partner
Greens at Logan Field	102	Operating	Senior	3455 Dundalk Avenue	MD	21222	Baltimore County	Awarded	2012	General Partner
Greens at Rolling Road	83	Operating	Senior	1505 N. Rolling Road	MD	21228	Baltimore County	Awarded	2007	General Partner
Harper House	100	Operating	Family	5495 Cedar Lane	MD	21044	Howard	Awarded	2009	General Partner
Heritage Crossing II	75	Operating	Family	500 Freemont Ave	MD	21201	Baltimore City	Awarded	2017	General Partner
Hickory Ridge	108	Operating	Family	10799 Hickory Ridge Rd	MD	21044	Howard	Awarded	2018	General Partner
Highland Commons	120	Operating	Family	51 Lincoln Ave	MD	21001	Harford	Awarded	2006	General Partner
Highland Park Senior Apts	77	Operating	Senior	1221 E. Brookland Park Bl	VA	23222	Richmond	Awarded	2015	General Partner
Hollins House	130	Operating	Senior/ Disabled	1010 W. Baltimore St.	MD	21223	Baltimore City	Awarded	2015	General Partner
Hollins Station	48	Operating	Family	4374 Hollins Ferry Rd	MD	21227	Baltimore County	Awarded	2014	General Partner
Howard Hill	44	Operating	Family	1341 Howard Rd. SE	DC	20020	Washington, DC	Awarded	2004	General Partner
Island Walk	102	Operating	Family	1701 Torrey Pines Court	VA	20190	Fairfax	Awarded	2004	General Partner
Jackson Ward Multi-Family	82	Operating	Family	701 North 1st Street	VA	23219	Richmond	Awarded	2019	General Partner
Jackson Ward Seniors	72	Operating	Senior	744 North 2nd Street	VA	23219	Richmond	Awarded	2018	General Partner
Lake Anne House	240	Operating	Senior	11444 North Shore Drive	VA	20190	Reston/Fairfax	Awarded	2017	GP & LP
Mayfair Mansions	410	Operating	Family	3744 Hayes St NE	DC	20019	Washington, DC	Awarded	2007	General Partner
Meadowbrook Run	259	Operating	Family	3500 - 3522 6th Street SE	DC	20032	Washington, DC	Awarded	2001	General Partner
Metro Heights at Mondawmin	70	Operating	Family	2700 Reisterstown Rd	MD	21215	Baltimore City	Awarded	2016	General Partner
Mulberry at Park	68	Operating	Family	211 West Mulberry St	MD	21201	Baltimore City	Awarded	2015	General Partner
Naples Manor	64	Operating	Family	67 Carona Court	MD	20905	Montgomery	N/A	N/A	GP & LP
Overlook at Oxon Run	316	Operating	Family, Senior	3700 9th St SE	DC	20032	Washington, DC	Awarded	2008	General Partner
Oxford Manor	226	Operating	Family	2611-2617 Bowen Road St	DC	20020	Washington, DC	Awarded	2004	General Partner
Park Heights Place Senior Apts	84	Operating	Senior	5430 Park Heights Ave	MD	21215	Baltimore City	Awarded	1997	GP & LP
Park Montgomery	141	Operating	Family	8860 Piney Branch Rd	MD	20903	Montgomery	Awarded	1999	General Partner
Park View at Ashland Terrace	74	Operating	Senior	1705 E Eager St	MD	21205	Baltimore City	Awarded	2006	General Partner
Park View at Bel Air	101	Operating	Senior	555 South Atwood Rd	MD	21014	Harford	Awarded	1999	GP & LP
Park View at Bethlehem	115	Operating	Senior	1241 Club Ave	PA	18018	Lehigh	Awarded	2000	GP & LP
Park View at Bladensburg	102	Operating	Senior	4202 58th Ave	MD	20710	Prince Georges	Awarded	2011	General Partner
Park View at Box Hill	100	Operating	Senior	20 Box Hill South Parkway	MD	21009	Harford	Awarded	1998	GP & LP
Park View at Catonsville	101	Operating	Senior	303 Maiden Choice	MD	21228	Baltimore County	Awarded	2006	General Partner
Park View at Cheltenham	75	Operating	Senior, Market	1990 Ashbourne Rd	PA	19027	Montgomery, PA	Awarded	2004	General Partner
Park View at Coldspring	99	Operating	Senior	4803 Tamarind Rd	MD	21209	Baltimore City	Awarded	2019	General Partner
Park View at Colonial Landing	100	Operating	Senior	6391 Rowanberry Drive	MD	21075	Howard	Awarded	2011	General Partner
Park View at Columbia	104	Operating	Senior	7070 Cradlerock Way	MD	21045	Howard	Awarded	2009	General Partner
Park View at Easton	80	Operating	Senior	640 Mecklenburg Ave	MD	21601	Talbot	Awarded	1997	GP & LP
Park View at Ellicott City	81	Operating	Senior	8720 Ridge Road	MD	21043	Howard	Awarded	2014	General Partner
Park View at Ellicott City II	91	Operating	Senior	8700 Ridge Road	MD	21043	Howard	Awarded	2003	GP & LP
Park View at Emerson	80	Operating	Senior	9895 Palace Hall Drive	MD	20723	Howard	Awarded	2007	General Partner
Park View at Fullerton	90	Operating	Senior	4300 Cardwell Ave	MD	21236	Baltimore County	Awarded	2010	General Partner
Park View at Furnace Branch	101	Operating	Senior	7466 Furnace Branch Road	MD	21060	Anne Arundel	Awarded	2002	GP & LP
Park View at Laurel	153	Operating	Senior	9000 Briarcroft Lane	MD	20708	Prince Georges	Awarded	2009	General Partner
Park View at Laurel II	105	Operating	Senior	9010 Briarcroft Lane	MD	20708	Prince Georges	Awarded	2012	General Partner
Park View at Manchester Heights	64	Operating	Senior	1900 Barley Rd	PA	17408	York	Awarded	1997	GP & LP
Park View at Miramar Landing	100	Operating	Senior	705 Compass Rd	MD	21220	Baltimore County	Awarded	2005	General Partner
Park View at Naaman's Creek	80	Operating	Senior	8508 Conshester Highway	PA	19061	Delaware	Awarded	1996	GP & LP
Park View at Oak Crest	100	Operating	Senior	560 Oak Drive	PA	19438	Montgomery, PA	Awarded	1999	GP & LP
Park View at Randallstown	103	Operating	Senior	3530 Resource Drive	MD	21133	Baltimore County	Awarded	2010	General Partner
Park View at Rosedale	109	Operating	Senior	1315 Chesaco Ave	MD	21237	Baltimore County	Awarded	2010	General Partner
Park View at Severna Park	103	Operating	Senior	180 Ritchie Highway	MD	21146	Anne Arundel	Awarded	2009	General Partner
Park View at Snowden River	100	Operating	Senior	8610 Snowden River Park	MD	21045	Howard	Awarded	2003	General Partner
Park View at South Pantops	90	Operating	Senior	210 South Pantops Drive	VA	22911	Albemarle	Awarded	2005	General Partner
Park View at Taylor 2	100	Operating	Senior	4102 Taylor Ave	MD	21236	Baltimore County	Awarded	2018	General Partner
Park View at Towson	112	Operating	Senior	20 Dunvale Road	MD	21204	Baltimore County	Awarded	2006	General Partner
Park View at Tyler Run	80	Operating	Senior	2105 Knob Hill Rd	PA	17403	York	Awarded	1995	GP & LP
Park View at Woodlawn 2	101	Operating	Senior	2020 Featherbed Lane	MD	21207	Baltimore County	Awarded	2018	General Partner

Parkside Terrace	87	Operating	Family	506 Easley Street	MD	20910	Montgomery	N/A	N/A	Own outright/non LIHTC
Randle Hill	195	Operating	Family	3300 6th St SE	DC	20032	Washington, DC	Awarded	2019	General Partner
Ranleigh Court	41	Operating	Family, Market	5951-6033 Turnabout Lan	MD	21044	Howard	N/A	N/A	Managing Member & Member
Red Run Station	72	Operating	Family	10630 Red Run Boulevard	MD	21117	Baltimore County	Awarded	2017	General Partner
Reserve at Somerset Commons	75	Operating	Family	30520 Hickory Rd	MD	20853	Somerset	Awarded	2015	General Partner
Reserve at Somerset Commons II	54	Operating	Family	30520 Hickory Rd	MD	20853	Somerset	Awarded	2018	General Partner
Residences at Highland Commons	22	Operating	Family	31 Lincoln Ave	MD	21001	Harford	Awarded	2011	General Partner
Rideout Heath	83	Operating	Family	5817-5991 Harpers Farm F	MD	21044	Howard	N/A	N/A	Managing Member & Member
Riverwoods at North East	76	Operating	Family	1000 Riverwoods Circle	MD	21901	Cecil	Awarded	2013	General Partner
Scotland Townhomes	75	Operating	Family	7829 Scotland Drive	MD	20854	Montgomery	Awarded	2017	General Partner
Sierra Woods	158	Operating	Family	8712 Airybrink Lane	MD	21045	Howard	Awarded	2008	General Partner
Skyland Apartments	224	Operating	Family, Market	2333 Skyland Pl SE	DC	20020	Washington, DC	N/A	N/A	Managing Member and Member
Somerset Commons	60	Operating	Family	12370 Somerset Ave	MD	21853	Somerset	Awarded	2008	GP & LP
Stevens Forest (fka Forest Ridge Apartments)	105	Operating	Family	5866 Stevens Forest Rd	MD	21045	Howard	Awarded	2007	General Partner
Stony Brook	204	Operating	Family	3420 - 3608 Buckman Roa	VA	22309	Alexandria	Awarded	2010	General Partner
Taney Village	130	Operating	Senior	1421 Taney Avenue	MD	21702	Frederick	Awarded	2013	General Partner
The Allendale	164	Operating	Senior/ Disabled	3600 W Franklin Street	MD	21229	Baltimore City	Awarded	2014	General Partner
The Larkspur	76	Operating	Family	2001 N. Cleveland Street	VA	22201	Arlington	Awarded	2013	General Partner
Wardman Court	152	Operating	Family	1350 Clifton St NW	DC	20009	Washington, DC	Awarded	2001	General Partner
Waverly Winds	62	Operating	Family	10339 Twin Rivers Rd	MD	21045	Howard	N/A	N/A	Managing Member & Member
West Wood Oaks	54	Operating	Family	10730 West Dr	VA	22030	Fairfax	Awarded	2011	General Partner
Westbrook Commons	96	Operating	Family	555 West Rd	MD	21801	Wicomico	Awarded	2005	General Partner
Westchester West	345	Operating	Family, Market	3214 Hewitt Avenue	MD	20906	Montgomery	N/A	N/A	Managing Member
Westminster Overlook (FKA Locust House)	98	Operating	Senior	30 Locust Street	MD	21157	Carroll	Awarded	2013	General Partner
Wheeler Terrace	116	Operating	Family	1217 Valley Ave. SE	DC	20032	Washington, DC	Awarded	2008	General Partner
Wiley H. Bates	71	Operating	Senior	1103 Smithville St	MD	21401	Anne Arundel	Awarded	2005	General Partner
Woodbridge Commons	132	Operating	Family	1307 Gold Meadow Way	MD	21040	Harford	Awarded	2005	GP & LP
Woodfall Greens (fka Patapsco Place)	230	Operating	Family, Market	102 Hammonds Lane	MD	21225	Anne Arundel	N/A	N/A	Managing Member
Woodmere Trace	300	Operating	Family, Market	6741 E. Tanners Creek Dr.	VA	23513	Virginia Beach	N/A	N/A	General Partner
York Commons	102	Operating	Family	2406 Cape Horn Rd	PA	17356	York	Awarded	2003	General Partner



Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities

ENTERPRISE COMMUNITY DEVELOPMENT
INC
% SALLY HEBNER
11000 BROKEN LAND PKWY
COLUMBIA MD 21044

Date:
August 17, 2020
Person to contact:
Name: K. Gleason
ID number: 0203083
Employer ID number:
52-1888775
Form 990 required:
Yes

Dear Sir or Madam:

We're responding to your request dated May 29, 2020, about your tax-exempt status.

We issued you a determination letter in February 1995, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

We also show you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax-deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading, we indicated whether you must file an annual information return. If you're required to file a return, you must file one of the following by the 15th day of the 5th month after the end of your annual accounting period.

- Form 990, Return of Organization Exempt From Income Tax
- Form 990-EZ, Short Form Return of Organization Exempt From Income Tax
- Form 990-N, Electronic Notice (e-Postcard) for Tax-Exempt Organizations Not Required to File Form 990 or Form 990EZ
- Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation

According to IRC Section 6033(j), if you don't file a required annual information return or notice for 3 consecutive years, we'll revoke your tax-exempt status on the due date of the 3rd required return or notice.

You can get IRS forms or publications you need from our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions, call 877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific time).

Thank you for your cooperation.

Sincerely,

A handwritten signature in black ink that reads "Stephen A. Martin". The signature is written in a cursive style with a clear, legible font.

Stephen A. Martin
Director, Exempt Organizations Rulings
and Agreements

40

94 JUN 14 9:23

RECEIVED

ARTICLES OF INCORPORATION

OF

6-1494 at 123 P
ENTERPRISE HOUSING CORPORATION OF MARYLAND, INC.

(a nonstock corporation)

The undersigned, being at least eighteen years of age, acting as incorporator, does hereby form a nonstock corporation under and by virtue of the Maryland General Corporation Law.

FIRST: The name of the corporation (hereinafter called the "Corporation") is Enterprise Housing Corporation of Maryland, Inc.

SECOND: The period of its duration is perpetual.

THIRD: The purposes for which the Corporation are formed are as follows:

1. The Corporation is organized and shall be operated exclusively for charitable purposes within the meaning of section 501(c)(3) of the Internal Revenue Code of 1986 (the "Code"). In furtherance of these purposes, the Corporation, a nonprofit locally-initiated community development corporation, shall engage in community economic development activities and assist in the provision of decent and affordable homeownership opportunities for low income persons in Maryland. Through such activities, the Corporation will seek to improve the quality of economic and social participation in community life so as to eliminate poverty, revitalize the community and establish permanent economic and social benefits for low income residents.

2. Solely for the above purposes, the Corporation is empowered to and may exercise all other power and authority now or hereafter conferred upon nonprofit corporations in the State of Maryland, including but not limited to the acquisition, construction, rehabilitation, development, ownership, operation and sale of low income housing. Also in furtherance of the above purposes and pursuant to the authority conferred upon nonprofit corporations in the State of Maryland, the Corporation may borrow money, seek grants or other forms of aid, and enter into or provide technical assistance with respect to any form of aid, and enter into or provide technical assistance with respect to any form of financing arrangement with any lending institution, investor or governmental entity in connection with its activities.

41668045

3. No part of the income or principal of the Corporation shall inure to the benefit of any director or officer of this Corporation or any other private individual, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services actually rendered to it, and to make reasonable payments and distributions in furtherance of the aforementioned purposes of the Corporation. The Corporation shall not engage in any activity which is prohibited to a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code of 1986 or any corresponding future provisions of the federal tax law. In accordance with the existing federal tax law, the Corporation shall not participate or intervene in any political campaign on behalf of any candidate for public office by publishing or distributing statements, or in any other way. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation.

FOURTH: The present address of the principal office of the Corporation in Maryland is 505 American City Building, Columbia, Maryland 21044. The name and post office address of the resident agent of the Corporation in Maryland are The Enterprise Foundation, Inc., 505 American City Building, Columbia, Maryland 21044. The resident agent is a Maryland corporation.

FIFTH: The Corporation shall not be authorized to issue capital stock.

SIXTH: The Corporation shall have no members.

SEVENTH: The initial number of directors of the Corporation shall be three (3), which number may be increased or decreased pursuant to the bylaws of the Corporation. The names of the directors who shall act until the first meeting or until their successors are duly chosen and qualified are Marsha Grayson, Mark Sissman and Ellen Lazar.

EIGHTH: A statement as to the manner in which directors shall be elected or appointed shall be set forth in the bylaws of the Corporation. Sole voting power in the Corporation shall be vested in the Board of Directors.

NINTH: Provisions for the distribution of assets on dissolution or the termination of the Corporation are as follows:

Although the period of duration of the Corporation is perpetual, if for any reason the Corporation is to be dissolved or otherwise terminated, no part of the property of the Corporation or any of the proceeds shall be distributed to or inure to the benefit of any of the directors of the Corporation. Upon the dissolution of the Corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code. Any such assets not so disposed of shall be disposed of by a Court of Competent Jurisdiction of the county in which the principal office of the Corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

TENTH: The directors and officers of the Corporation shall have no liability to the Corporation for money damages except (i) to the extent that it is proven that such person actually received an improper benefit or profit in money, property or services or (ii) to the extent that a judgment or other final adjudication adverse to such person is entered in a proceeding based on a finding in the proceeding that the person's action, or failure to act, was the result of active and deliberate dishonesty and was material to the cause of action adjudicated in the proceeding. This Article shall not be construed to affect the liability of a person in any capacity other than as a director or officer of the Corporation.

ELEVENTH: The name and address of the incorporator is:

Susan A. Cobb
1250 Connecticut Avenue, N.W.
Washington, D.C. 20036

IN WITNESS WHEREOF, I have signed these Articles of Incorporation, acknowledging the same to be my act, on this 14th day of June, 1994.

Susan A. Cobb
Susan A. Cobb
Incorporator

APPROVED FOR RECORD

5/15/98 at 9:45 a.m.

FIRST AMENDMENT TO ARTICLES OF INCORPORATION OF ENTERPRISE HOUSING CORPORATION OF MARYLAND, INC.

This First Amendment to Articles of Incorporation is hereby approved and adopted by the Board of Directors of Enterprise Housing Corporation of Maryland, Inc. (the "Corporation"), a nonstock corporation duly formed under and by virtue of the Maryland General Corporation Law:

WHEREAS, the Corporation's Articles of Incorporation were filed with and approved by the Maryland State Department of Assessments and Taxation on June 14, 1994;

WHEREAS, the Corporation desires to amend said Articles of Incorporation by adding certain language clarifying the Corporation's purposes; and

WHEREAS, the following amendments to said Articles of Incorporation were duly approved and adopted by the Corporation's Board of Directors, there being no members authorized to vote and no shares of the Corporation entitled to vote thereon either outstanding or subscribed for.

- 1. The Corporation's Articles of Incorporation are hereby amended by the deletion of Article Three and the substitution of the following language in lieu thereof:

THIRD: The purposes for which the Corporation is formed are as follows:

- 1. The Corporation is organized and shall be operated exclusively for charitable purposes within the meaning of section 501(c)(3) of the Internal Revenue Code of 1986 (the "Code"). In furtherance of these purposes, the Corporation, a nonprofit locally-initiated community development corporation, shall engage in housing and community economic development activities, including but not limited to the provision of decent and affordable rental housing and homeownership opportunities for low-income people, in the State of Maryland. Through such activities, the Corporation will seek to improve the quality of economic and social participation in community life so as to eliminate poverty, revitalize the community and establish permanent economic and social benefits for low-income people.
2. Solely for the above purposes, the Corporation is empowered to and may exercise all other power and authority now or hereafter conferred upon nonprofit corporations in the State of Maryland, including but not limited to the acquisition, construction, rehabilitation, development, ownership, operation, leasing and sale of housing that is affordable to low-income people. Also in furtherance of the above purposes and pursuant to the authority conferred upon nonprofit corporations in the State of Maryland, the

RECEIVED APR 15 AM 9 45 RECEIVED APR 13 AM 9 10

I.D. NO. D3908365 ACKN. NO. - 22603118929 ENTERPRISE HOUSING CORPORATION OF MARYLAND, INC.

05/15/98 AT 09:45 A.M.

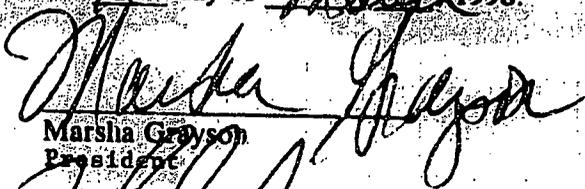
BY: [Signature] This stamp replaces our previous certification system. DATED: 02-07-20

Custodian Effective: 6/9

Corporation may borrow money, seek grants or other forms of aid, and enter into or provide technical assistance with respect to any form of aid, and enter into or provide technical assistance with respect to any form of financing arrangement with any lending institution, investor or governmental entity in connection with its activities. The Corporation may engage in any and all other charitable activities permitted to an organization exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or corresponding future provisions of the federal tax law.

3. No part of the income or principal of the Corporation shall inure to the benefit of any director or officer of this Corporation or any other private individual, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services actually rendered to it, and to make reasonable payments and distributions in furtherance of the aforementioned purposes of the Corporation. The Corporation shall not engage in any activity which is prohibited to a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code of 1986, amended, or any corresponding future provisions of the federal tax law. In accordance with the existing federal tax law, the Corporation shall not participate or intervene in any political campaign on behalf of any candidate for public office by publishing or distributing statements, or in any other way. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation.
2. All other provisions of the Articles of Incorporation shall remain in full force and effect.

IN WITNESS WHEREOF, the following, constituting the entire Board of Directors of the Corporation, have signed this First Amendment of Articles of Incorporation, acknowledging the same to be their act, on this 16 day of March 1998.


Marsha Grayson
President


Mark Sissman
Vice President

SECRETARY'S CERTIFICATION

I, Jeffrey C. Berg, Secretary, hereby acknowledge on behalf of Enterprise Housing Corporation of Maryland, Inc., that the foregoing First Amendment to Articles of Incorporation is the corporate act of said corporation, under penalties of perjury.


Jeffrey C. Berg, Secretary

State of Maryland
**DEPARTMENT OF
 ASSESSMENTS AND TAXATION**



PARRIS N. GLENDENING
 Governor
 RONALD W. WINEHOLT
 Director
 PAUL B. ANDERSON
 Administrator

Charter Division

DOCUMENT CODE 09 J J BUSINESS CODE _____ COUNTY 63
 # D3908365 P.A. _____ Religious _____ Close _____ Stock _____ Nonstock

Merging (Transferor) _____

Surviving
 E.O. NO. D3908365
 ACKN. NO. - 226C3118929
 ENTERPRISE HOUSING CORPORATION OF
 MARYLAND, INC.

CODE	AMOUNT	FEES EMITTED
10	_____	Expedited Fee
61	_____	Rec. Fee (Arts. of Inc.)
20	_____	Organ. & Capitalization
62	<u>20</u>	Rec. Fee (Amendment)
63	_____	Rec. Fee (Merger, Consol.)
64	_____	Rec. Fee (Transfer)
66	_____	Rec. Fee (Revival)
65	_____	Rec. Fee (Dissolution)
75	_____	Special Fee
73	_____	Certificate of Conveyance

NO. OF CERTIFIED COPIES - 0
 (New Name) _____

21	_____	Recordation Tax
22	_____	State Transfer Tax
23	_____	Local Transfer Tax
70	_____	Change of P.O., R.A. or R.A.A.
31	_____	Corp. Good Standing
800	_____	_____
52	_____	Foreign Qualification
NA	_____	Foreign Registration
51	_____	Foreign Name Registration
53	_____	Foreign Resolution
54	_____	For. Supplemental Cert.
56	_____	Penalty
50	_____	Cert. of Qua. or Reg.
83	_____	Cert. Limited Partnership
84	_____	Amendment to Limited Partnership
85	_____	Termination of Limited Partnership
80	_____	For. Limited Partnership
91	_____	Amend/Cancellation, For. Limited Part.
87	_____	Limited Part. Good Standing
67	_____	Cert. Limited Liability Partnership
68	_____	LLP Amendment - Domestic
69	_____	Foreign Limited Liability Partnership
74	_____	LLP Amendment - Foreign
99	_____	Art. of Organization (LLC)
98	_____	LLC Amend. Diss. Continuation
97	_____	LLC Cancellation
96	_____	Registration Foreign LL
94	_____	Foreign LLC Supplemental
92	_____	LLC Good Standing (short)
13	_____	Certified Copy
_____	_____	Other _____

- _____ Change of Name
- _____ Change of Principal Office
- _____ Change of Resident Agent
- _____ Change of Resident Agent Address
- _____ Resignation of Resident Agent
- _____ Designation of Resident Agent and Resident Agent's Address
- _____ Change of Business Code
- _____ Adoption of Assumed Name

Other Change(s) Other TBS
Keying

CODE _____
 ATTENTION: _____

MAIL TO ADDRESS: Enterprise Housing Corporation of Maryland, Inc
10227 Wincopin Circle, Suite 810
Columbia, Md 21044

TOTAL FEES 20 _____ Credit Card _____
 _____ Check _____ Co _____
 Documents on _____ checks

APPROVED BY: H

ENTERPRISE HOUSING CORPORATION
 OF MARYLAND INC
 10227 WINCOPIN CIRCLE STE 810
 COLUMBIA MD 21044

ENTERPRISE COMMUNITY DEVELOPMENT, INC.

BYLAWS

Contents

ARTICLE I OFFICES.....	5
Section 1 Principal Office	5
Section 2 Registered Office.....	5
ARTICLE II MEMBER	5
Section 1 Member	5
Section 2 Action by Consent in Lieu of a Meeting.....	5
ARTICLE III DIRECTORS	6
Section 1 Number.....	6
Section 2 Powers and Qualifications.....	6
Section 3 Election and Term	6
Section 4 Resignations	6
Section 5 Removal	6
Section 6 Vacancies	6
Section 7 Chair.....	7
Section 8 Location of Meetings	7
Section 9 Annual Meeting.....	7
Section 10 Regular Meetings	7
Section 11 Call of Special Meetings	7
Section 12 Notice of Special Meetings	7
Section 13 Waiver of Notice	7
Section 14 Quorum	8
Section 15 Action by Majority Vote	8
Section 16 Action by Written Consent.....	8
Section 17 Executive Committee	8
Section 18 Designation of Additional Committees.....	8

Section 19 Powers	9
Section 20 Term	9
Section 21 Meetings	9
Section 22 Quorum/Action	9
ARTICLE IV OFFICERS	9
Section 1 Designation.....	9
Section 2 Election.....	10
Section 3 Term	10
Section 4 Resignations	10
Section 5 Removal	10
Section 6 Vacancies	10
Section 7 President.....	10
Section 8 Vice President	11
Section 9 Treasurer.....	11
Section 10 Secretary.....	11
Section 11 Other Officers	12
ARTICLE V	12
Section 1 Compensation of Directors.....	12
Section 2 Compensation of Officers	12
ARTICLE VI.....	13
Section 1 Liability	13
Section 2 Indemnification	13
Section 3 Insurance	13
ARTICLE VII GENERAL PROVISIONS	13
Section 1 Execution of Contracts.....	13
Section 2 Loans	13

Section 3	Gifts.....	14
Section 4	Investments.....	14
Section 5	Voting of Securities Held by the Corporation.....	14
Section 6	Books and Records.....	14
Section 7	Depositories.....	14
Section 8	Signatories.....	14
Section 9	Annual Audit.....	15
Section 10	Fiscal Year.....	15
Section 11	Corporate Seal.....	15
ARTICLE VIII AMENDMENTS.....		15
ARTICLE IX.....		16

ENTERPRISE COMMUNITY DEVELOPMENT, INC.

BYLAWS

ARTICLE I

OFFICES

Section 1 **Principal Office**. The principal office of Enterprise Community Development, Inc. (referred to as the “Corporation”) shall be located in the State of Maryland. The Corporation may from time to time have such other offices as the Board of Directors (the “directors”) may determine or as the affairs of the Corporation may require.

Section 2 **Registered Office**. The Corporation shall have and continuously maintain in the State of Maryland, a registered office and a registered agent whose office is located in such registered office. The registered office may be, but need not be, located in the principal office of the Corporation. The address of the registered office may from time to time be changed by the directors.

ARTICLE II

MEMBER

Section 1 **Member**. The member of the Corporation shall be Enterprise Community Investment, Inc. (the “Member” or “Investment”). The Member shall have the right to vote. The Member shall act through its Board of Directors or its designee.

Section 2 **Action by Consent in Lieu of a Meeting**. Any action required or permitted to be taken by the Member, except as otherwise required by law or the Articles of Incorporation, may be taken without a meeting and without notice if the Member consents in writing to such act.

ARTICLE III

DIRECTORS

Section 1 **Number**. The initial number of directors of the Corporation shall be fixed by the Articles of Incorporation. Thereafter, the Corporation shall have at least one (1) and no more than fifteen (15) directors as determined from time to time by the Member. Such number may be increased or decreased by the Member; however, no decrease shall have the effect of shortening the term of any incumbent director.

Section 2 **Powers and Qualifications**. The Policies of the Corporation shall be determined, and its affairs shall be managed, by the directors. The directors shall act only as a Board of Directors, or as a committee thereof; individual directors shall have no power as such. Directors need not be citizens of the United States, nor residents of the State of Maryland.

Section 3 **Election and Term**. The Member shall elect the directors of the Corporation who shall serve for a term of one (1) year and until their successors are elected and qualified, or until their earlier resignation, removal or death. The Chief Executive Officer of Enterprise Community Partners, Inc. (“Partners”) and the President of Investment shall each serve as an *ex officio* member of the Board of Directors with full voting rights.

Section 4 **Resignations**. Any director may resign at any time by notifying the Board of Directors in writing. Such resignation shall take effect at the time specified therein. Acceptance by the directors of such resignation shall not be necessary to make it effective.

Section 5 **Removal**. The Member may remove a director from office at any time, with or without cause.

Section 6 **Vacancies**. Vacancies in the Board of Directors shall be deemed to exist in the event of the resignation, removal or death of any director, or in the event of an increase in the number of directors. Any such vacancy shall be filled by the Member. A director elected to fill a

vacancy shall hold office for the unexpired term of his/her predecessor. In the case of an increase in the number of directors, a director shall hold office until the next election of directors.

Section 7 **Chair**. The Chief Executive Officer of Partners shall serve as Chair who shall preside over the meetings of the Board of Directors until his or her successor is elected.

Section 8 **Location of Meetings**. Meetings of the Board of Directors, annual, regular or special, may be held within or without the State of Maryland and may be held by means of telephone conference.

Section 9 **Annual Meeting**. Annual meetings shall be held at such time and place as shall be determined by the Board of Directors and designated in the notice or waiver of notice of the meeting.

Section 10 **Regular Meetings**. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by the directors.

Section 11 **Call of Special Meetings**. The chief executive officer or president may call, or upon the request of a majority of the directors, the secretary shall call, special meetings of the Board of Directors, as appropriate.

Section 12 **Notice of Special Meetings**. Notice of special meetings of the directors shall be in writing, signed by the chief executive officer, the president, or the secretary, and shall be sent to each director, by mail or email, at least seven days before the time designated for such meeting. Notice of special meetings shall state the time and place of the meeting; the purpose or purposes of such meetings need not be specified, unless otherwise required by law, the Articles of Incorporation, or these bylaws.

Section 13 **Waiver of Notice**. Whenever notice is required to be given to any director by the General Laws of the State of Maryland, the Articles of Incorporation, or these bylaws, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before

after the time stated therein, shall be equivalent to the giving of such notice. Such waiver need not specify the purpose or purposes of the meeting.

Section 14 **Quorum**. A majority of the directors then in office shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, unless otherwise required by the General Laws of the State of Maryland, the Articles of Incorporation, or these bylaws. However, if a quorum is not present at any meeting, those directors present there at may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 15 **Action by Majority Vote**. Except as required by the General Laws of the State of Maryland, the Articles of Incorporation or these bylaws, any action by a majority of the directors present at a meeting at which quorum is present shall be deemed to be the action of the Board of Directors.

Section 16 **Action by Written Consent**. Any action required or permitted to be taken at a meeting of the directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors.

Section 17 **Executive Committee**. The Board of Directors may from time to time designate one-third of their number, but not less than two directors, to constitute an executive committee of the Corporation. The executive committee shall have the full power to carry out the policies established by the directors and to manage the affairs of the Corporation as necessary during the interim periods between meetings of the Board of Directors.

Section 18 **Designation of Additional Committees**. The Board of Directors may from time to time designate from among their members not less than two directors to constitute a committee or committees as deemed necessary and proper. The Board of Directors shall have the power at any time to: (i) designate a member of such committee as its chairman; (ii) fill vacancies

on any committee; (iii) change the membership of any committee; or (iv) discharge a committee.

Section 19 **Powers.** Each committee shall have, and may exercise, such powers not inconsistent with the General Laws of the State of Maryland, the Articles of Incorporation, or these bylaws, as authorized by the directors. The designation of any such committee and the delegation thereto of authority shall not operate to relive the Board of Directors, or any individual director, of any responsibility imposed upon it or him/her by law. The members of a committee shall act only as a committee.

Section 20 **Term.** Members of a committee shall serve for a term of one year, until the next annual meeting of the Board of Directors and until their successors are appointed, or until their earlier resignation, removal with or without cause, or death, or until the committee shall sooner be discharged.

Section 21 **Meetings.** Meetings of a committee may be held within or without the State of Maryland, and may be held by means of telephone conference. A majority of any such committee may fix the time and place of its meetings. Each committee shall keep records of its actions and report such actions to the Board of Directors and the chief executive officer.

Section 22 **Quorum/Action.** A majority of the then serving members of any committee shall constitute a quorum. Any action of the majority of those present at a meeting at which a quorum is present shall be deemed the action of the committee, except when a committee has only two members, then any action must be by unanimous consent.

ARTICLE IV

OFFICERS

Section 1 **Designation.** The officers of the Corporation shall consist of a president, a treasurer, and a secretary, and one (1) or more vice presidents and such other officers, assistant officers

and agents as may be deemed necessary, each to have such duties and authority as are provided in these Bylaws, or as the Board of Directors may from time to time determine. The Corporation may also have a Chief Executive Officer (who may also be the President). Any two or more offices may be held by the same person, except the offices of president and vice president. Any officer who is also an employee of the Corporation or any affiliate of the Corporation shall automatically be terminated as an officer of the Corporation as of the date such officer's employment terminates, and no action by the Board of Directors shall be necessary to remove such officer.

Section 2 **Election**. The officers shall be elected by the Board of Directors at the annual meeting of the Board of Directors. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as may be convenient.

Section 3 **Term**. Officers shall serve for a term of one (1) year, until the next annual meeting of the Board of Directors and until their successors are elected and qualified, or until their earlier resignation, removal or death.

Section 4 **Resignations**. Any officer may resign at any time by notifying the Board of Directors in writing. Such resignation shall take effect at the time specified therein. Acceptance by the directors of such resignation shall not be necessary to make it effective.

Section 5 **Removal**. Any officer may be removed, either with or without cause, by a majority vote of the directors at any regular or special meeting.

Section 6 **Vacancies**. A vacancy in any office caused by resignation, removal or death may be filled for the unexpired term of the predecessor in office by the directors at any regular or special meeting.

Section 7 **President**. The president shall have general supervision over the affairs of the Corporation, and shall perform all duties incident thereto and have such power as may from time to time be assigned by the directors. The President shall be the chief executive officer of the

Corporation and shall hold the title of Chief Executive Officer, unless the Board of Directors decide to elect a different person as Chief Executive Officer. In the event the Board of Directors elect to have a Chief Executive Officer who is not the President, the Chief Executive Officer shall have the duties and authority that would otherwise be conferred on the President, but the President shall have such duties and authority if the Chief Executive Officer is absent or unable to act. In the absence of the Chair, the President shall Chair a meeting of the Board of Directors.

Section 8 Vice President. The vice president, if there is one, shall perform such duties and have such other powers as the directors or the president may from time to time prescribe. In the absence or disability of the president, the vice president shall perform the duties and exercise the powers of the president. A Vice President may be designated as an Executive Vice President, a Senior Vice President or an Assistant Vice President, as the Board of Directors shall determine.

Section 9 Treasurer. The treasurer shall: (i) collect and keep an account of all moneys received and expended for the use of the Corporation; (ii) deposit sums received by the Corporation in the name of the Corporation in such depositories as shall be approved by the directors; (iii) present reports of the finances of the Corporation at each annual meeting and when called upon by the president; and (iv) perform such related duties as shall be assigned by the Board of Directors or the president. The funds, books and vouchers in the hands of the treasurer shall at all times be subject to the inspection, supervision and control of the directors and the president. At the expiration of his\her term of office, the treasurer shall turn over to his\her successor in office all books, records, monies and other properties of the Corporation.

Section 10 Secretary. The secretary shall: (i) act as secretary of all meetings of the Board of Directors and the committees (if any); (ii) maintain the minutes thereof in the proper book or books; (iii) see that the reports, statements and other documents required by law are properly maintained and filed; and (iv) in general, perform all the duties incident to the office of

secretary and such related duties as may from time to time be assigned by the Board of Directors the chief executive officer, or the president. The books, records and papers in the hands of the secretary shall at all times be subject to the inspection, supervision and control of the directors and the president. At the expiration of his\her term of office, the secretary shall turn over to his\her successor in office all books, records, papers and other properties of the Corporation.

Section 11 Other Officers. Other officers elected or appointed by the Board of Directors shall, in general, perform such duties and have such powers as shall be assigned to them by the Board of Directors, the chief executive officer, or the president.

ARTICLE V

COMPENSATION OF DIRECTORS AND OFFICERS

Section 1 Compensation of Directors. Directors shall not receive any compensation for their services; however, the directors may authorize reimbursement for all expenses incurred in connection with the performance of services for the Corporation, including but not limited to attendance at annual, regular or special meetings of the Corporation. Nothing herein contained shall be construed to preclude any director from serving the Corporation in any other capacity and receiving compensation therefor.

Section 2 Compensation of Officers. Salaries or other compensation of the officers may be fixed from time to time by the Board of Directors or a committee thereof, provided that such salaries and compensation shall not be excessive in amount and shall be for services which are reasonable and necessary for performance of the Corporation's purposes.

ARTICLE VI

LIABILITY AND INDEMNIFICATION

Section 1 **Liability**. In the absence of fraud or bad faith, the directors of the Corporation shall not be personally liable for its debts, obligations or liabilities.

Section 2 **Indemnification**. The Corporation shall indemnify each director, officer, or employee, present or former, to the maximum extent permitted by law against all cost and expense reasonably incurred by or imposed upon him\her in connection with any action, suit, or proceeding in which he\she may be involved by reason of being or having been a director, officer, or employee. The foregoing right of indemnification shall not be exclusive of other rights to which any such director, officer, or employee may be entitled as a matter of law.

Section 3 **Insurance**. The Corporation shall have the power to purchase directors and officers liability insurance on behalf of any such person who is or was a director or officer of the Corporation.

ARTICLE VII

GENERAL PROVISIONS

Section 1 **Execution of Contracts**. The Board of Directors, except as otherwise provided in these Bylaws, may prospectively or retroactively authorize any officer or officers, agent or agents, in the name and on behalf of the Corporation, to enter into any contract, or execute and deliver any instrument as may be necessary to carry out the purposes of the Corporation. Any such authority may be general or confined to specific instances.

Section 2 **Loans**. The Board of Directors may authorize the president or any other officer or agent of the Corporation to: (i) obtain loans and advances at any time for the Corporation from any bank, trust company, firm, corporation, individual or other institution; (ii) make, execute

and deliver promissory notes, bonds or other certificates or evidences of indebtedness of the Corporation; and (iii) pledge and hypothecate, or transfer any securities or other property of the Corporation as security for any such loans or advances. Such authority conferred by the directors may be general or confined to specific instances. No loans shall be made by the Corporation to any director or officer thereof.

Section 3 Gifts. The Board of Directors may accept on behalf of the Corporation any contribution, gift, bequest or devise to be used to achieve the purposes of the Corporation.

Section 4 Investments. The Corporation shall have the right to retain all or any part of any securities or property acquired by it in whatever manner, and to invest and reinvest any funds held by it according to the judgment of the directors and restricted to the prudent investments which a director is or may hereafter be permitted by law to make.

Section 5 Voting of Securities Held by the Corporation. Stocks and other securities owned by the Corporation shall be voted, in person or by proxy, as the directors may specify. In the absence of any direction by the directors, such stocks and securities shall be voted as the president may determine.

Section 6 Books and Records. There shall be kept at the principal office of the Corporation, correct books of accounts of all the business and transactions of the Corporation.

Section 7 Depositories. The funds of the Corporation not otherwise employed shall from time to time be deposited to the order of the Corporation in such banks, trust companies or other depositories as the directors may select, or as may be selected by any one (1) or more officers or agents of the Corporation to whom such power may from time to time be delegated by the directors.

Section 8 Signatories. All checks, drafts and other orders for payment of money from the funds of the Corporation, and all notes and other evidences of indebtedness of the Corporation

shall be signed on behalf of the Corporation in such manner as shall from time to time be determined by the directors. In the absence of such determination by the directors, such instruments shall be signed by the treasurer and countersigned by the president of the Corporation.

Section 9 **Annual Audit.** The directors may require an annual audit be made of the books and accounting records of the Corporation.

Section 10 **Fiscal Year.** The fiscal year of the Corporation shall be determined by resolution of the directors.

Section 11 **Corporate Seal.** The Corporation shall have a corporate seal with its name, year of incorporation and the words “Corporate Seal, State of Maryland” inscribed thereon. The seal shall be maintained in the custody of the secretary and used by him\her, or any other officer so authorized by the directors, by causing it, or a facsimile thereof, to be impressed, affixed or otherwise reproduced on any instrument or document as may be required by law, these Bylaws, the directors or the president. The presence or absence of the seal on any instrument, or its addition thereto, shall not affect the character, validity or legal effect of the instrument in any respect.

ARTICLE VIII

AMENDMENTS

These Bylaws, or any one (1) or more of the provisions thereof, may be altered, amended or repealed and new Bylaws adopted by a two-thirds (2/3) vote of the directors then in office at a meeting of the directors expressly called for that purpose except any provision relating to the authority or rights of the member. Any provision of these Bylaws relating to the authority or rights of the member may only be amended by vote of the member. Notice of the intent to alter, amend or repeal and adopt new Bylaws shall be given in accordance with Article II, Section 12 hereof.

ARTICLE IX

EFFECT OF PROVISIONS OF LAW AND ARTICLES OF INCORPORATION

Each of the provisions of these Bylaws shall be subject to and controlled by specific provisions of the General Laws of the State of Maryland or the Articles of Incorporation which relate to their subject matter, and shall also be subject to any exceptions or more specific provisions dealing with the subject matter appearing in these Bylaws, as amended from time to time.



**ENTERPRISE COMMUNITY DEVELOPMENT
Board of Directors**

James A. Brodsky, Member, Weiner Brodsky Kider PC, Washington, DC

Lori Chatman, President, Enterprise Community Investment, Columbia, MD

Shaun Donovan, Chairman, Enterprise Community Development, Silver Spring, MD
President & CEO, Enterprise Community Partners, Columbia, MD

Al Gentry, Principal, Cornerstone Development LLC, Kensington, MD

Ronald Ratner, Partner, The Max Collaborative, Shaker Heights, OH

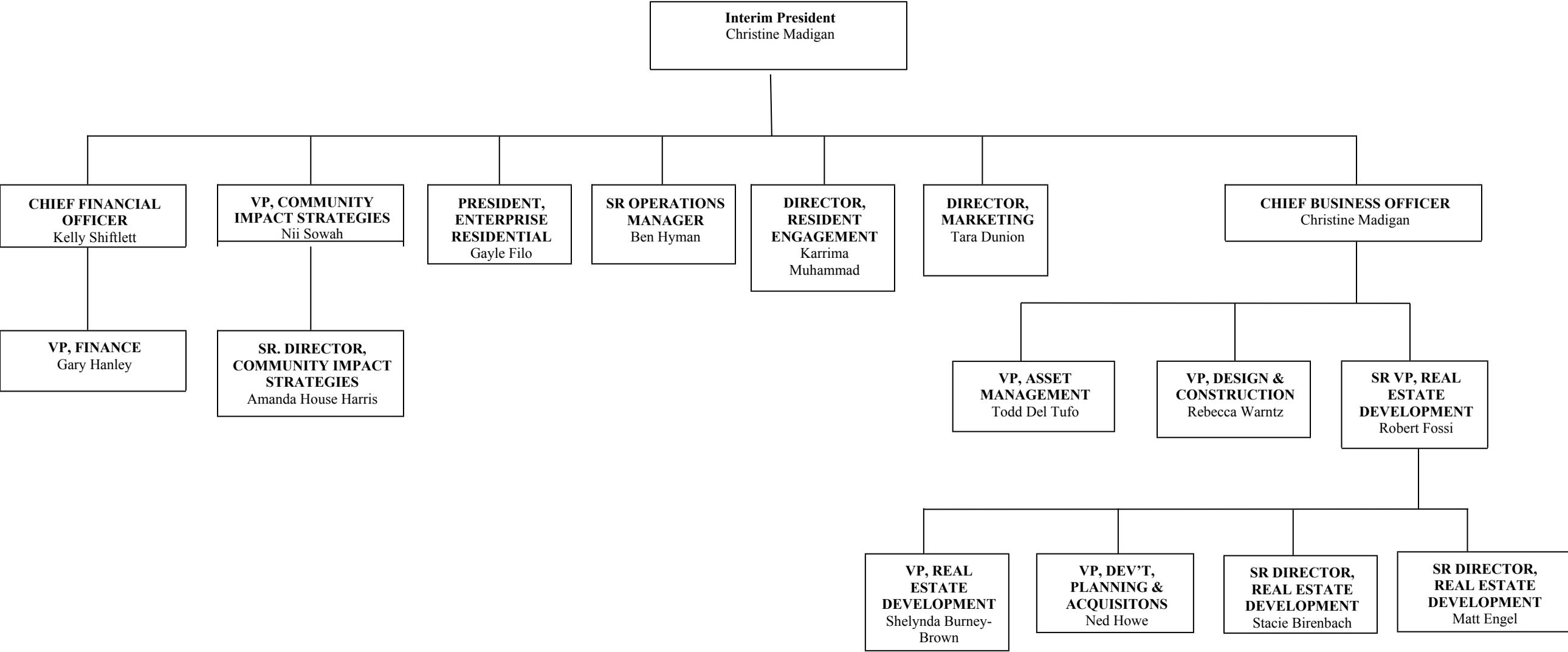
J. Ronald Terwilliger, Chairman Emeritus, Trammell Crow Residential, Atlanta, GA

Adrian Washington, CEO & Founder, Neighborhood Development Company, Washington, DC



ECD Organizational Chart

ENTERPRISE COMMUNITY DEVELOPMENT, INC.
STAFFING & ORGANIZATION STRUCTURE



Staff Resumes



Christine Madigan

President (interim), Community Development Division

410.230.2102

cmadigan@ecdcommunities..org

Christine Madigan is the interim president of Enterprise Community Development, Inc. Christine has worked in the real estate industry for more than 30 years and brings residential real estate development, investment management, financing and asset management experience to the organization. Since joining Enterprise in 2001, Christine has overseen the development of numerous rentals and for-sale communities serving seniors and families in the Mid-Atlantic region. In 2017, she led the Enterprise acquisition of the Shelter Group's 43-property affordable housing portfolio. Christine is currently responsible for the Communities Division's real estate departments including Development, Asset Management, Design and Construction, and Acquisitions.

Prior to joining Enterprise, Christine led the mid-Atlantic regional office of MetLife Real Estate Investments. There she oversaw the performance of the company's apartment, office and hotel portfolio in Pennsylvania, Northern Virginia, Maryland and Washington, D.C., and managed the team responsible for commercial leasing transactions, operations, strategic planning, debt financing and investment sales for MetLife's real estate assets in the region.

Christine earned her master's degree in business administration from the Yale School of Management, and her bachelor's degree from Wesleyan University..



Rob Fossi

SVP, Real Estate Development

202.885.9569

rfossi@ecdcommunities.org

Rob Fossi is the Senior Vice President of Real Estate Development, where he uses his decades of experience in the industry to manage the real estate development department including new construction, renovations, recapitalizations, and mixed-income projects throughout the mid-Atlantic region.

Most recently, Fossi guided the Mid-Atlantic region for The Community Builders, Inc. (TCB) as SVP of Real Estate. He led TCB's entry into the Washington, D.C., Baltimore, Richmond, and Charlotte markets with ventures ranging from neighborhood-scale redevelopment to public housing transformation and mixed-income, mixed-use transit-oriented development, with a particular focus on meaningful sustained partnerships with local providers and advocates.

Prior to joining TCB, Fossi was director of community development at Fannie Mae, where he structured and launched the Urban Deep Dive program and helped coordinate a \$4 billion corporate and philanthropic response to the 2005 hurricanes. Fossi previously held a position in senior leadership at Fannie Mae Foundation, during which his team redesigned, restructured and directed all national and multi-regional housing- and community development-related programs and investments, including grant-making and lending. In addition, he forged and managed the Foundation's Organizational Effectiveness programming and supervised counseling and financial services work.

In coordination with a pioneering consensus organizing campaign, Fossi launched the New Orleans LISC program in 1992, and directed those efforts through early 1999.

Before opening the New Orleans office, he was a program officer and acting program director of LISC DC. Fossi has served on several nonprofit boards and advisory committees, including Montgomery Housing Partnership and LISC DC, was a founding member of Technology Works for Good, as well as the Coalition for Non-Profit Housing Development and has coached youth soccer in both D.C. and New Orleans.



Rebecca Warntz

Vice President, Design and Construction

410.230.2293

rwartz@ecdcommunities.org

Rebecca Warntz is the Vice President for Design and Construction at Enterprise Community Development. Rebecca brings 30 years of experience, where she oversees a team of construction managers responsible for coordination of the design, permitting, budgeting, and construction of ECD's communities. She is also responsible for authorizing ECD's product standards and ensuring each ECD community is uniquely designed to meet the specific needs of its residents.

Under Enterprise Homes, Inc., ECD's founding organization, Rebecca has constructed or preserved approximately 4000 units for both families and seniors including a broad range of housing product types in both urban and suburban locations. She has extensive green building experience delivering communities certified under LEED, Enterprise Green Communities, NGBS and Energy Star. Her expertise in both new construction and renovation has set standards within the organization as the leading practitioner in this region. Many projects under Rebecca's purview at Enterprise have received notable awards including the MD DHCD Excellence in Project Design and Construction, MD Dept. of Planning Sustainable Growth, ULI Wavemaker, NAHB Best in American Living, and Maryland USGBC Leadership Awards.

Prior to joining Enterprise in 2005, Rebecca was a Project Manager with Kinsley Construction, Inc. in Baltimore, MD where her construction portfolio included institutional, commercial and industrial projects. Several of her projects were recognized with ABC Excellence in Construction Awards.

Rebecca attended Penn State University and is an active member of the Maryland Affordable Housing Coalition (MAHC) Construction Committee.



Kelly Shiflett

Senior Vice President and Chief Financial Officer

410.772.2560

kshiflett@ecdcommunities.org

Kelly Shiflett is senior vice president and chief financial officer of Enterprise Community Development, Inc. She is responsible for the overall capital structure for the organization. As CFO, she manages the financial systems, processes and controls, oversees all financial and operational aspects and initiatives, and is a lead support on the management team in evaluating strategic and operational opportunities and risks. She manages the finance department including the corporate, development accounting and property management accounting teams.

With over 25 years of experience in finance, Kelly has a strong and diverse background. Before joining Enterprise, she served as vice president of finance and treasurer for Washington Real Estate Investment Trust (REIT). During her tenure with the company, Kelly developed and managed a three-year rolling enterprise model for tracking financial performance and significant metrics of the company and its portfolios. She also raised \$1 billion of equity and \$1.5 billion of debt financing.

Prior to Washington REIT, Kelly was lead analyst, listing qualifications with the NASDAQ Stock Market, Inc. and loan officer with FNMC – The Mortgage Company.

Kelly holds a Bachelor of Science in Business and Management from Wake Forest University and a Master of Business Administration in Finance and Entrepreneurship from the University of Maryland, College Park. She is a CFA® charter holder.



Todd Del Tufo

VP, Asset Management

410.230.2109

tdeltufo@ecdcommunities.org

Todd Del Tufo is vice president of Asset Management for Enterprise Community Partners. He oversees the company's portfolio of multifamily communities. His primary responsibilities include asset protection and risk mitigation while enhancing the operating performance of the portfolio. Todd is part of the senior management team and the investment committee for Enterprise Community Development. Previously at Enterprise Homes, Todd was responsible for asset management and sourcing, underwriting and closing new apartment acquisitions.

Todd joined Enterprise in 2009. During his 15 prior years in real estate, he performed various origination, underwriting, asset management and auditing roles at Alex. Brown Realty, Inc., CapitalSource Finance LLC, and KPMG Peat Marwick, LLP.

A Certified Public Accountant, Todd graduated summa cum laude from the University of Maryland with a bachelor's degree in accounting. He received his master's in business administration with a concentration in finance from the Sellinger School of Business at Loyola College. Todd sits on a Howard County Parks and Recreation advisory board whose mission is to promote youth wrestling in Howard County, Maryland.



Nii Sowah

Vice President, Community Impact Strategies

202.885.9558

nsowah@ecdcommunities.org

As Vice President of Community Impact Strategies, Enterprise Community Development's dedicated resident services and engagement team, Nii Sowah oversee all development and strategic alignment of the portfolio's resident engagement programming. Nii received his Bachelor of Science degree in Business Management from Morgan State University. Upon graduation, Nii joined the Baltimore Area Council, Boy Scouts of America as a District Executive. Nii, who is also an Eagle Scout, worked tirelessly throughout Northeast and Southeast Baltimore City focusing on youth empowerment, program development, and capacity building. During his career, Nii was recruited to work with the

Department of Housing and Community Development as the Special Assistant to the First Deputy Commissioner of Operations. As a result of his hard work and dedication towards the efforts of the agency and the citizenry of Baltimore City, Nii was promoted to Assistant Commissioner of Community Services where he oversaw the daily activities of an over \$70 million organization. His commitment towards personal development encouraged Nii to complete his master's degree in Public Administration at the University of Baltimore with a concentration in Public/Non-Profit Administration.

Nii is a passionate advocate for uplifting his community and providing exceptional customer service. Before serving as the Director of FSES Programs at the Center for Urban Families (CFUF), Nii was the Work Programs Administrator with the Baltimore City Department of Social Services' Office of Work Opportunities and Business Partnerships. In his role as Director of FSES Programs, Nii lead the organization's holistic approach to serving its members and helping them achieve Family Stability and Economic Success (FSES). In his role as Director of the Family Support Center/Co-Director of Operations, at Bon Secours Community Works, Nii continued to support the family unit through programs and initiatives focused on Early Childhood Education, Family Preservation, Youth and Young Adult Services, Parenting, Resource Development, Career Development, and Supportive Services.

Nii has invested his personal time and resources to provide technical assistance to a myriad of non-profit and faith-based organizations. He is an active member of the Omega Psi Phi Fraternity Incorporated, Pi Omega Chapter. He is married to Patrice Wells Sowah and is the proud father of two sons.



Gayle Filo

President, Enterprise Residential

443.451.6800

gfilo@enterprisesresidential.org

Gayle Filo is president of Enterprise Residential, Enterprise Community Development's property management company. Gayle has over 30 years of experience in managing affordable and conventional apartment communities, as well as privatized military housing, commercial real estate, condominiums, and HOAs. She has managed numerous acquisitions, dispositions, new construction lease-ups, and renovations, holding senior leadership positions at several companies.

Gayle has a bachelor's degree from Bryn Mawr College, and she has earned various professional certifications including the Certified Property Manager (CPM) designation through IREM including: Certified Defense Privatization Manager (CDPM Levels I & II) designation through PHMA/IREM/NAA; and the Certified Manager of Community Associations (CMCA) designation. Gayle is also a Certified Occupancy Specialist. She is on the Board of Directors for the local chapter of IREM and an active member of the Maryland Affordable Housing Coalition (MAHC) Property Management Committee.



Ned Howe

VP, New Business

410.230.2117

nhowe@ecdcommunities.org

Ned Howe is vice president of new business for Enterprise Community Development, Inc. In this role, he manages and supports development staff through the entitlement process and pursues new development opportunities for rental and homeownership communities throughout the Mid-Atlantic region. In his seven years with Enterprise Homes, Ned has been instrumental in land acquisition and development of affordable and market rate communities. Several of these developments, such as The Greens at Irvington Mews and The Greens at Hammonds Lane, have earned awards of distinction from industry publications and organizations.

Prior to joining Enterprise, Ned was the vice president of land development for the Maryland division of Beazer Homes Corp., a national homebuilder. At Beazer, Ned managed the land development department to support annual home sales of 400 to 600+ units. Two of Ned's projects earned land development awards of achievement from the Home Builders Association of Maryland.

Ned's experience also includes over 16 years of site planning, civil engineering and environmental engineering for municipal, residential, commercial, institutional and industrial development projects throughout the metropolitan Baltimore and Mid-Atlantic regions, as a consulting engineer with KCW Engineering Technologies, Inc.

He is a licensed professional engineer with a bachelor's degree in civil engineering from the Georgia Institute of Technology, a master's degree in environmental engineering from Johns Hopkins University, and an executive M.B.A. from Loyola University. Ned serves on the board of directors of Habitat for Humanity of the Chesapeake, which operates in the Baltimore/Annapolis metropolitan area, and is a travel baseball coach for the Catonsville Cubs.



Shelynda Brown

VP, Real Estate

202.885.9552

sbrown@ecdcommunities.org

As the VP of Real Estate Development, Shelynda Brown has worked in the affordable housing finance industry for over 20 years and has managed projects comprising over 3100 units totaling over \$390 million in development costs. She is responsible for leading and managing high performance teams, business development as well as aspects of acquisitions and redevelopment projects undertaken by Enterprise Community Development. Mrs. Brown has built and sustain strong relationship with existing and potential capital providers, including lenders, equity investors, foundations, and public housing finance entities.

A few notable projects she led are The Rosa and The Van de Vyver in Richmond, VA, the newly opened Baker School Senior Apartments also in Richmond, VA, Naples Manor in Silver Spring, MD, and Mayfair Mansions in Washington D.C.

Shelynda received her M.B.A. from University of Georgia-Terry College of Business and B.S.B.A. from University of Nevada, Las Vegas. Her professional affiliations include Urban Land Institute on the Affordable Workforce Housing Product Council, Women of Color in Community Development as Vice President, African American Real Estate Professionals, and Housing Association of Non- Profit Developers (HAND).



Stacie Birenbach

Senior Director, Real Estate Development

202.885.9561

sbirenbach@ecdcommunities.org

Stacie Birenbach is a Senior Director of Real Estate Development with Enterprise Community Development where she leads staff in managing development functions from initial feasibility through completion. She joined ECD's predecessor organization in 2012 and managed the development or repositioning of more than 1,000 affordable homes with more than \$100 million in total development costs. She brought extensive local and national affordable housing finance experience to this role having previously served at the District of Columbia's Department of Housing and Community Development and at the Local Initiatives Support Corporation. Stacie began her community development career as a Peace Corps Volunteer in Latvia where she led the creation of a regional support center for non-governmental organizations which is still active after 20 years.

She is a Certified Public Manager and Lean Six Sigma Green Belt. Stacie holds an MPA with a focus on urban policy and nonprofit management from the School of International and Public Affairs at Columbia University and a BA in Spanish and International Studies from Emory University. She currently serves on the Board of the Coalition of Nonprofit Housing and Economic Development.



Matt Engel

Senior Director, Real Estate Development

301.960.9783

mengel@ecdcommunities.org

Matt Engel, Senior Director, Real Estate Development, has over fifteen years of progressive experience in the field of affordable housing development. He has developed over 1000+ units of mixed income housing at a project value of over \$300 million. Mr. Engel works on all aspects of the acquisition, preservation, and redevelopment of projects undertaken by ECD. Mr. Engel is an expert on public-private-partnerships and mixed-income, mixed-use housing. His experience includes rental housing, for sale housing, and neighborhood scale commercial development

Mr. Engel was the lead developer on several award-winning real estate projects. He led the development of The Rosa and The Van de Vyver, two new construction projects in the Historic Jackson Ward of Richmond, VA. The project won Virginia Housing's Inclusive Community Award and Affordable Housing Finance's Editor's Choice Award. Mr. Engel also led the development of the Lake Anne House project, an eight-story concrete and steel construction senior building in Reston, VA. At ECD, Mr. Engel also works on a variety of the redevelopment of a number of projects in the District of Columbia and Maryland market.

Prior to ECD, Mr. Engel worked as a Vice President of Construction at a neighborhood based nonprofit developer and as a Project Manager at a privately held commercial development company. Mr. Engel was active in the development of two large scale HOPE VI revitalization projects in Washington, D.C.

Mr. Engel graduated Cum Laude from Carleton College in Northfield, MN and resides in Silver Spring, MD. He is a member of the Housing Association of Nonprofit Developers (HAND).



Kathleen Kramer

Real Estate Development Manager

804.658.5889

kkramer@ecdcommunities.org

Kathleen Kramer, Real Estate Development Manager, is a community development and real estate professional experienced in single- and multi-family affordable housing development in the Mid-Atlantic region. Throughout her seven+ years of working within the field of affordable housing, she has demonstrated experience in leveraging resources, collaborating with partners, and applying solutions-based methods to create increased opportunities for affordable housing. While working at ECD, she has managed or assisted with all phases of the development process for affordable and multi-income housing communities across Virginia and Maryland. Prior to working at ECD, Ms. Kramer worked as a federal entitlement grants manager for Chesterfield County's Department of Community Enhancement for over five years.

Ms. Kramer graduated with her Bachelor of Arts from James Madison University and her Master of Urban and Regional Planning from Virginia Commonwealth University. She currently serves as Membership Chair on Historic Richmond's Junior Board; Chair of the Greater Richmond Continuum of Care's Ranking Committee; and is an active member of the Richmond Community Development Alliance (RCDA). She resides in Richmond, VA.

Attachment 15: Joint Ventures Between ECD predecessor organizations and For-Profit Companies

ECD Predecessor Organization	Development Name	Location	Date of LIHTC Application	Nonprofit Role	Ownership -LP	Nonprofit Ownership	Name/Principal of Joint Venture Partner	Name/Principal of General Contractor	Name/Principal of Management Agent	Result of Application	Current Status of Development
Community Housing, Inc.	The Residences at Wiley H. Bates Heritage Park	1103 Smithville St Annapolis, MD	2003	Lead Developer	Bates School LP	80% of General Partner Interest	Northern Real Estate Urban Ventures / Gina Merritt	Hamel Builders / Phil Gibbs	Edgewood Management Corporation / Gene Ford, Jr.	Awarded Tax Credits	Completed
Community Housing, Inc	Wardman Court (f.k.a. Clifton Terrace)	1350 Clifton St NW Washington, DC	2000	Co-Developer	Clifton Terrace LP	50% of General Partner Interest	Michaels Development Group / Michael Levitt	Earnest Bock & Sons / Thomas Bock	Interstate Realty Management / Michael Levitt	Awarded Tax Credits	Completed
Community Housing, Inc	The Overlook at Oxon Run (f.k.a. Parkside Terrace)	3700 9th St SE, Washington, DC	2006	Lead Developer	Parkside Terrace Development Limited Liability Corporation	80% of General Partner Interest	Crawford Edgewood Managers, Inc. / H.R. Crawford	Harkins Builders, Inc. / Mike Ibrahim	Edgewood Management Corporation / Gene Ford, Jr.	Awarded Tax Credits	Completed
Enterprise Homes, Inc.	Red Run Station	10700 Red Run Boulevard Owings Mills, MD	2014	Co-Developer	Red Run Station, LP	51% of General Partner Interest	Pax-Edward, LLC / Jeffrey D. Paxson, President	Whiting Turner / Don Hanky, Vice President	Enterprise Residential / Gayle Filo	Awarded Tax Credits	Completed
Enterprise Homes, Inc.	Hollins Station	4374 Hollins Ferry Road Lansdowne, MD	2014	Co-developer and managing member	Hollins Place Limited Partnership	EHC Hollins, LLC (EHI is sole member)- 51% Pax-Edwards, LLC - 49%	Pax-Edwards, LLC Jeff Paxson, President	Southway Builders Paul Littman, President	Severn Management Company, LLC Arthur Edwards, Jr., President	Awarded Tax Credits	Completed
Enterprise Homes, Inc.	Riverwoods at Northeast	125 Railroad Lane North East, MD	2012	Co-developer and managing member	Riverwoods at Northeast Limited Partnership	EHC Riverwoods, LLC (EHI) - 51% Osprey Property Company, LLC - 49%	Osprey Property Company Brian Lopez, Vice President	Harkins Builders Richard Lombardo, President	Habitat America LLC Catherine Murphy, President	Awarded Tax Credits	Completed

Enterprise Homes, Inc.	Park Heights Place	5430 Park Heights Avenue Baltimore, MD	1998	Co-developer and minority owner	Original LP purchased by GP at 15 year compliance period	EHP Park Heights GP, LLC (EHI) - 49% A&R Development Corporation - 51%	A&R Development Corporation Theo Rodgers, President	Harkins Builders Richard Lombardo, President	Habitat America LLC Catherine Murphy, President	Awarded Tax Credits	Completed
Enterprise Homes, Inc.	Chestertown Landing	100 Schooner Way Chestertown, MD	1999	Co-developer and minority owner	Original LP purchased by GP at 15 year compliance period	EHC Chestertown, LLC (EHI) - 20% First Chestertown Partners, LLC - 80%	Gilman Development Company, Martha Gilman, Vice President		Cornell Management, Inc. Martha Gilman, Vice President	Awarded Tax Credits	Completed
Enterprise Homes, Inc.	Wheeler Creek	900 Varney St SE, Washington, DC	1999	Co-developer	Wheeler Creek Limited Partnership. Ownership and Lease to own product: eventually all units purchased.	Valley Green LLC (A&R Development Corporation); Wheeler Creek Estates Community Development Corporation	A&R Development Corporation Theo Rodgers, President	Harkins Builders Richard Lombardo, President	A & R Management, Inc. Marjorie Rodgers, Executive VP	Awarded Tax Credits	Completed
Enterprise Homes, Inc.	Heritage Crossing	633 Perkins Street Baltimore, MD	2001	Co-developer and owner	Heritage Crossing Limited Partnership	Enterprise A&R Joint Venture I	A&R Development Corporation Theo Rodgers, President	Harkins Builders Richard Lombardo, President	Edgewood Management Corporation Cindy Sanquist, President & CEO	Awarded Tax Credits	Completed

Tab J:

Relocation Plan and Unit Delivery Schedule
(MANDATORY-Rehab)

NOT APPLICABLE

Tab K:

Documentation of Development Location:

Tab K.1

Revitalization Area Certification

COMMONWEALTH OF VIRGINIA
CITY OF WAYNESBORO

A RESOLUTION (R24-06)



DESIGNATING 1030 ALSTON COURT A REVITALIZATION AREA
AS DEFINED IN VIRGINIA CODE §36-55.30:2.A.
IN WAYNESBORO, VIRGINIA

WHEREAS, Enterprise Community Development as representative of 1030 Alston Court LLC, contract purchasers of 1030 Alston Court, described as Exhibit A 1030 Alston Court Tax Map No. 51-12-6A, owned by 401403 LLC, intends to apply to Virginia Housing for a low-income housing tax credit development at 1030 Alston Court; and

WHEREAS, the above referenced development location is hereby designated a Revitalization Area in the City of Waynesboro, Virginia. The revitalization area designation is needed as the industrial, commercial or other economic development of such area will benefit the City 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

WHEREAS, private enterprise and investment are not reasonably expected, without assistance, to produce the construction or rehabilitation of decent, safe and sanitary housing and supporting facilities that will meet the needs of low- and moderate-income persons and families in such area and will induce other persons and families to live within such area and thereby create a desirable economic mix of residents in such area.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of Waynesboro hereby fully supports the above referenced development and revitalization area designation.

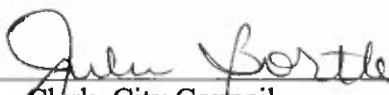
This Resolution shall take effect immediately upon adoption by the City Council.

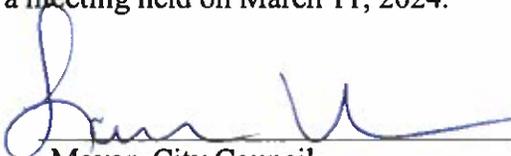
CERTIFICATE

The undersigned Mayor and Clerk of the City Council of City of Waynesboro, Virginia hereby certify that the foregoing constitutes a true and correct copy of a resolution entitled Designating 1030 Alston Court a Revitalization Area as Defined in Virginia Code §36-55.30:2.A. in Waynesboro, Virginia, adopted by the City Council at a meeting held on March 11, 2024.

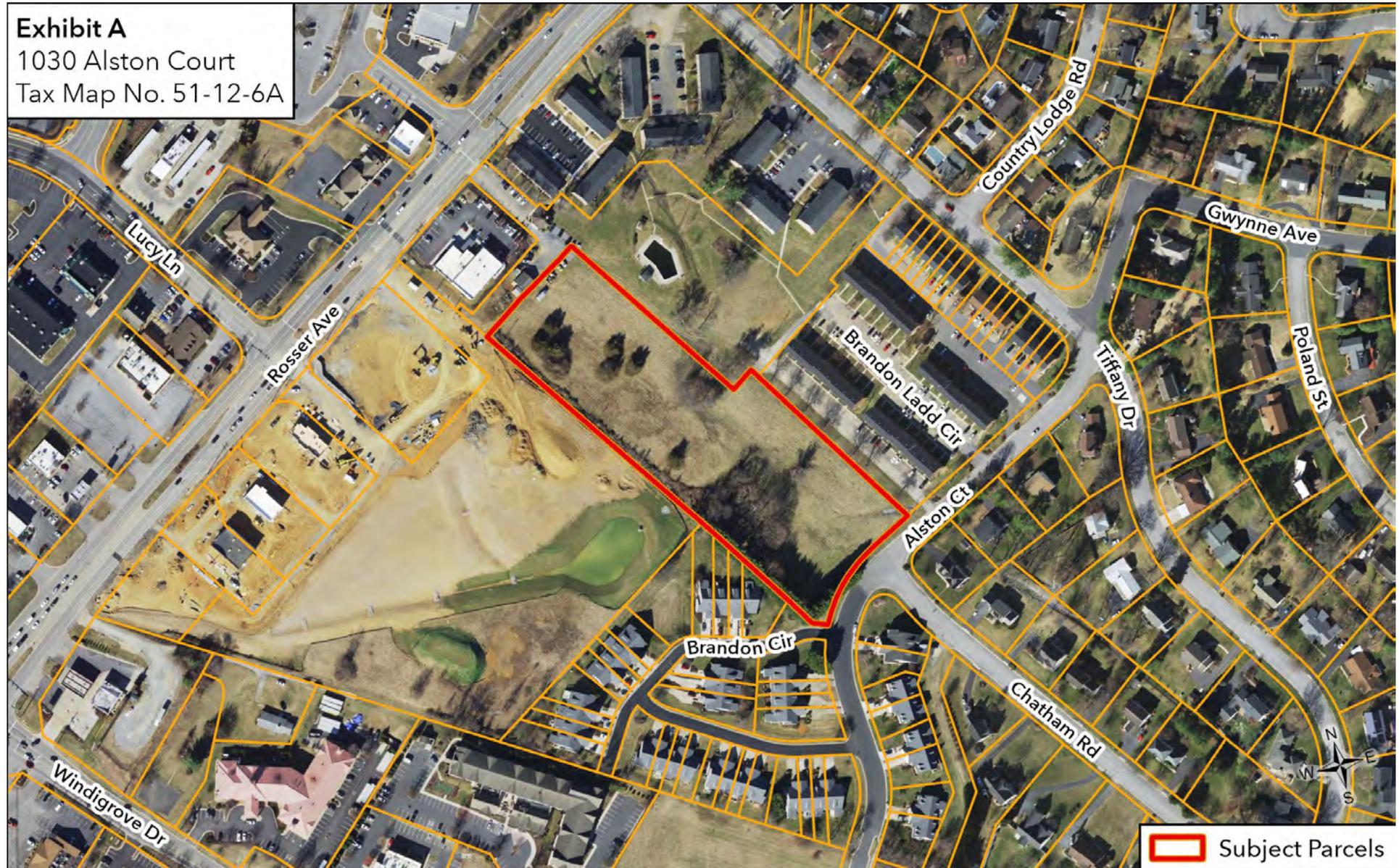
[SEAL]

ATTEST:


Clerk, City Council
City of Waynesboro, Virginia


Mayor, City Council
City of Waynesboro, Virginia

Attachment 2 – 1030 Alston Court Exhibit A



LANA WILLIAMS, MAYOR

lwilliams@ci.waynesboro.va.us
503 W. Main Street
Waynesboro, VA 22980
CELL (540) 328-0662
CITY HALL (540) 942-6669

March 13, 2024



Mayor

Lana Williams
(Ward A)
540-328-0662

Vice Mayor

Jim Wood
(Ward D)
540-227-0790

Council

Bruce E. Allen
(Ward B)
540-451-0217

Kenny Lee
(Ward C)
540-416-2665

Terry R. Short, Jr.
(At Large)
540-254-0777

Stephanie Flanders
Director of Tax Credit Programs
Virginia Housing Development Authority
601 South Belvidere Street
Richmond, Virginia 23220

RE: 1030 Alston Court – 9% and 1030 Alston Court – 4%

Dear Ms. Flanders,

The construction of the above-named development and the allocation of federal housing tax credits available under IRC Section 42 for said development will help to meet the housing needs and priorities of the City of Waynesboro. This Enterprise Community Development (ECD)- proposed development will be a 96-unit new construction LIHTC mixed income family apartment community that will serve Waynesboro residents at income levels from 30%-80% of area median income (AMI) within a modern, amenity rich, energy efficient and high-quality development. There will also be 13 units set aside for persons with disabilities (PWD) with incomes at 30% AMI or below.

Waynesboro enthusiastically supports this effort to provide mixed income housing and serve our residents at or below 80% of the area median income. In studies specifically analyzing our current housing market in terms of affordability, it is evident that there are limited housing options within Waynesboro to serve our workforce without putting them in a tremendous financial burden. The apartment community being proposed by ECD is the just the type of development needed to directly address our current crisis and is within our targeted areas for this type of development. With this in mind, our City Council unanimously approved a Revitalization Declaration for this site on March 11, 2024.

We understand that ECD will be submitting a 9% LIHTC application in the 2024 Virginia Housing funding round and hope it is successful as we believe this will be the first 9% LIHTC new construction development constructed in Waynesboro.

We look forward to working with you on this project. If you need further assistance regarding this development, please feel free to contact my office.

Sincerely,

Lana Williams
Mayor

Tab K.2

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

NOT APPLICABLE

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 _____

To _____

RE: Proposed Affordable Housing Development

Name of Development _____

Name of Owner _____

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 _____ (date).

The following is a brief description of the proposed development:

Development Address _____

Proposed Improvements:

- New Construction: _____ #Units _____ #Buildings
- Adaptive Reuse: _____ #Units _____ #Buildings
- Rehabilitation: _____ #Units _____ #Buildings

Proposed Rents:

- Efficiencies: \$ _____ /month
- 1 Bedroom Units: \$ _____ /month
- 2 Bedroom Units: \$ _____ /month
- 3 Bedroom Units: \$ _____ /month
- 4 Bedroom Units: \$ _____ /month

Other Descriptive Information:

Appendices continued

PHA or Section 8 Notification Letter

We appreciate your assistance with identifying qualified tenants.

If you have any questions about the proposed development, please call me at (202) 895 - 8900.

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

Sincerely yours,

Name Matthew Engel

Title Senior Director, Real Estate Development

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

Seen and Acknowledged By 

Printed Name: Kimberly D. Byrd

Title Executive Director, Waynesboro Redevelopment & Housing Authority

Phone 540-946-9230

Date 1/4/2024

Tab M:

Intentionally Blank

Tab N:

Homeownership Plan

**NOT
APPLICABLE**

Tab O:

Plan of Development Certification Letter

NOT APPLICABLE

Tab P:

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

NOT APPLICABLE

Tab Q:

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

RESOLUTION 1573

RESOLUTION AWARDING
EIGHT PROJECT BASED VOUCHERS
TO ENTERPRISE COMMUNITY DEVELOPMENT INC.
TO SERVE ELDERLY AND/OR DISABLED HOUSEHOLDS

WHEREAS, the Quality Housing and Work Responsibility Act (QHWRA) of 1998, authorized the Project Based Housing Choice Voucher Program, and

WHEREAS, Congress substantially revised the requirements of the Project Based Housing Choice Voucher Program to allow a public housing authority to project base up to 20% of its annual budget authority for its Section 8 Housing Choice Voucher Program; and

WHEREAS, on January 13, 2024, the Waynesboro Redevelopment and Housing Authority issued a Request for Proposal (RFP) advertising local rental housing providers of the opportunity to submit proposals for securing up to 12 Project Based Vouchers to be used for new construction or substantial rehabilitation; to serve lower income elderly and/or disabled households; and

WHEREAS, the Waynesboro Redevelopment and Housing Authority received two (2) responses to the Request for Proposal, which were reviewed, ranked and recommended for award; and

WHEREAS, Enterprise Community Development, Inc. was recommended for an award of eight (8) Project Based Vouchers (PBV); and

NOW, THEREFORE BE IT RESOLVED, by the Board of Commissioners of the Waynesboro Redevelopment and Housing Authority that it selects and authorizes the dedication of eight (8) Project Based Vouchers to Enterprise Community Development, Inc., and

BE IT FURTHER RESOLVED, by the Board of Commissioners of the Waynesboro Redevelopment and Housing Authority that the Executive Director is hereby authorized to execute and all contracts/documents required for the dedication of said PBV's in accordance with The Department of Housing and Urban Development.



Kimberly D. Byrd, Executive Director

March 5, 2024
Date



March 11, 2024

Mr. Matt Engel
Enterprise Community Development Inc.
8403 Colesville Road, Suite 1150
Silver Spring, Maryland 20910

Re: 1030 Alston Court – 9%

Dear Mr. Engel:

Thank you for responding to the Waynesboro Redevelopment and Housing Authority's Request for Proposal for Project-Based Housing Choice Vouchers issued on January 13, 2024.

In response to your proposal, I am pleased to inform you that you have been awarded eight (8) project-based vouchers for the 1030 Alston Court-9% project located at 1030 Alston Court in Waynesboro, Virginia. The term of the PBV's will be 20 years and is subject to satisfactory approval by HUD of a Part 58 Environmental Review and Subsidy Layering Review. Upon completion of these conditions, WRHA will enter into a Housing Assistance Payment contract with the owner. This commitment is effective immediately and is conditioned upon the project's successful award of Low Income Housing Tax Credits.

Alston Court will be an important addition of the affordable housing portfolio in the City of Waynesboro and your proposed units to meet UFAS compliance would be a perfect fit with the anticipated HAP contract. We look forward to working closely with you in the near future.

Please don't hesitate to contact me if you should have any further questions.

Sincerely,

Kimberly D. Byrd
Executive Director
Waynesboro Redevelopment and Housing Authority

Tab R:

Documentation of Utility Allowance calculation



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

Kathleen Kramer
 Real Estate Development Manager
 Enterprise Community Development
 8403 Colesville Rd
 Silver Spring, MD 20910

March 2, 2024,

RE: MODELED UTILITY ALLOWANCE CALCULATIONS FOR 1030 ALSTON COURT

Kathleen,

Following are utility allowance estimates for the above property. The utility allowances are derived from a typical configuration of that unit type. The utility costs are based on Dominion rates in effect as of January 2024 and reflect both summer and winter rates.

Utilities	Utility/Service	Allowances by Bedroom Size				
		0-BR	1-BR	2-BR	3-BR	4-BR
Heating	Electric Heat Pump	-	\$13	\$13	\$15	-
Air Conditioning	Electric	-	\$4	\$4	\$5	-
Cooking	Electric	-	\$4	\$4	\$4	-
Lighting	Electric	-	\$20	\$23	\$26	-
Hot Water	Electric	-	\$13	\$16	\$19	-
Water	N/A	-	\$23	\$28	\$33	-
Sewer	N/A	-	\$36	\$44	\$52	-
Trash	N/A	-	-	-	-	-
Total UA Costs Per Month		-	\$113	\$132	\$154	-

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

Sincerely,

Thiel Butner, MBA

Fuel Summary

**Property**

1030 Alston Court
Waynesboro, VA 22980
Model: 1BR Mid

Organization

Pando Alliance
Zach Smith
717-387-3670

Inspection Status

Results are projected

Waynesboro Site - 1BR Mid
1BR Mid

Builder

Annual Energy Cost

Electric	\$640
----------	-------

Annual End-Use Cost

Heating	\$135
Cooling	\$39
Water Heating	\$144
Lights & Appliances	\$262
Onsite Generation	-\$0
Service Charges	\$60
Total	\$640

Annual End-Use Consumption

Heating [Electric kWh]	1,403.4
Cooling [Electric kWh]	382.2
Hot Water [Electric kWh]	1,482.7
Lights & Appliances [Electric kWh]	2,683.7
Total [Electric kWh]	5,951.9
Total Onsite Generation [Electric kWh]	0.0

Peak Electric Consumption

Peak Winter kW	1.20
Peak Summer kW	0.94

Utility Rates

Electricity	Dominion (Waynesboro, VA) - 2024.01
-------------	-------------------------------------

Fuel Summary

**Property**

1030 Alston Court
Waynesboro, VA 22980
Model: 1BR Top

Organization

Pando Alliance
Zach Smith
717-387-3670

Inspection Status

Results are projected

Waynesboro Site - 1BR Top
1BR Top

Builder

Annual Energy Cost

Electric	\$649
----------	-------

Annual End-Use Cost

Heating	\$142
Cooling	\$40
Water Heating	\$144
Lights & Appliances	\$262
Onsite Generation	-\$0
Service Charges	\$60
Total	\$649

Annual End-Use Consumption

Heating [Electric kWh]	1,480.9
Cooling [Electric kWh]	396.4
Hot Water [Electric kWh]	1,482.9
Lights & Appliances [Electric kWh]	2,683.7
Total [Electric kWh]	6,043.8
Total Onsite Generation [Electric kWh]	0.0

Peak Electric Consumption

Peak Winter kW	1.23
Peak Summer kW	0.95

Utility Rates

Electricity	Dominion (Waynesboro, VA) - 2024.01
-------------	-------------------------------------

Fuel Summary

**Property**

1030 Alston Court
Waynesboro, VA 22980
Model: 1BR-1-UD

Organization

Pando Alliance
Zach Smith
717-387-3670

Inspection Status

Results are projected

Waynesboro Site - 1BR-1-UD
1BR-1-UD

Builder

Annual Energy Cost

Electric	\$659
----------	-------

Annual End-Use Cost

Heating	\$164
Cooling	\$28
Water Heating	\$145
Lights & Appliances	\$262
Onsite Generation	-\$0
Service Charges	\$60
Total	\$659

Annual End-Use Consumption

Heating [Electric kWh]	1,708.1
Cooling [Electric kWh]	276.4
Hot Water [Electric kWh]	1,486.0
Lights & Appliances [Electric kWh]	2,683.7
Total [Electric kWh]	6,154.2
Total Onsite Generation [Electric kWh]	0.0

Peak Electric Consumption

Peak Winter kW	1.34
Peak Summer kW	0.92

Utility Rates

Electricity	Dominion (Waynesboro, VA) - 2024.01
-------------	-------------------------------------

Fuel Summary

**Property**

1030 Alston Court
Waynesboro, VA 22980
Model: 1BR-2

Organization

Pando Alliance
Zach Smith
717-387-3670

Inspection Status

Results are projected

Waynesboro Site - 1BR-2
1BR-2

Builder

Annual Energy Cost

Electric	\$579
----------	-------

Annual End-Use Cost

Heating	\$86
Cooling	\$32
Water Heating	\$145
Lights & Appliances	\$255
Onsite Generation	-\$0
Service Charges	\$60
Total	\$579

Annual End-Use Consumption

Heating [Electric kWh]	898.3
Cooling [Electric kWh]	315.7
Hot Water [Electric kWh]	1,492.6
Lights & Appliances [Electric kWh]	2,612.6
Total [Electric kWh]	5,319.3
Total Onsite Generation [Electric kWh]	0.0

Peak Electric Consumption

Peak Winter kW	1.02
Peak Summer kW	0.92

Utility Rates

Electricity	Dominion (Waynesboro, VA) - 2024.01
-------------	-------------------------------------

Fuel Summary

**Property**

1030 Alston Court
Waynesboro, VA 22980
Model: 1BR-3

Organization

Pando Alliance
Zach Smith
717-387-3670

Inspection Status

Results are projected

Waynesboro Site - 1BR-3
1BR-3

Builder

Annual Energy Cost

Electric	\$574
----------	-------

Annual End-Use Cost

Heating	\$94
Cooling	\$31
Water Heating	\$148
Lights & Appliances	\$241
Onsite Generation	-\$0
Service Charges	\$60
Total	\$574

Annual End-Use Consumption

Heating [Electric kWh]	980.6
Cooling [Electric kWh]	305.9
Hot Water [Electric kWh]	1,523.0
Lights & Appliances [Electric kWh]	2,467.1
Total [Electric kWh]	5,276.6
Total Onsite Generation [Electric kWh]	0.0

Peak Electric Consumption

Peak Winter kW	1.03
Peak Summer kW	0.89

Utility Rates

Electricity	Dominion (Waynesboro, VA) - 2024.01
-------------	-------------------------------------

Fuel Summary

**Property**

1030 Alston Court
Waynesboro, VA 22980
Model: 2BR Mid

Organization

Pando Alliance
Zach Smith
717-387-3670

Inspection Status

Results are projected

Waynesboro Site - 2BR Mid
2BR Mid

Builder

Annual Energy Cost

Electric	\$754
----------	-------

Annual End-Use Cost

Heating	\$141
Cooling	\$53
Water Heating	\$186
Lights & Appliances	\$313
Onsite Generation	-\$0
Service Charges	\$60
Total	\$754

Annual End-Use Consumption

Heating [Electric kWh]	1,469.2
Cooling [Electric kWh]	530.2
Hot Water [Electric kWh]	1,910.9
Lights & Appliances [Electric kWh]	3,205.3
Total [Electric kWh]	7,115.6
Total Onsite Generation [Electric kWh]	0.0

Peak Electric Consumption

Peak Winter kW	1.53
Peak Summer kW	1.19

Utility Rates

Electricity	Dominion (Waynesboro, VA) - 2024.01
-------------	-------------------------------------

Fuel Summary

**Property**

1030 Alston Court
Waynesboro, VA 22980
Model: 2BR Slab

Organization

Pando Alliance
Zach Smith
717-387-3670

Inspection Status

Results are projected

Waynesboro Site - 2BR Slab
2BR Slab

Builder

Annual Energy Cost

Electric	\$764
----------	-------

Annual End-Use Cost

Heating	\$162
Cooling	\$43
Water Heating	\$186
Lights & Appliances	\$313
Onsite Generation	-\$0
Service Charges	\$60
Total	\$764

Annual End-Use Consumption

Heating [Electric kWh]	1,684.0
Cooling [Electric kWh]	425.6
Hot Water [Electric kWh]	1,913.6
Lights & Appliances [Electric kWh]	3,205.3
Total [Electric kWh]	7,228.6
Total Onsite Generation [Electric kWh]	0.0

Peak Electric Consumption

Peak Winter kW	1.62
Peak Summer kW	1.19

Utility Rates

Electricity	Dominion (Waynesboro, VA) - 2024.01
-------------	-------------------------------------

Fuel Summary

**Property**

1030 Alston Court
Waynesboro, VA 22980
Model: 2BR Top

Organization

Pando Alliance
Zach Smith
717-387-3670

Inspection Status

Results are projected

Waynesboro Site - 2BR Top
2BR Top

Builder

Annual Energy Cost

Electric	\$770
----------	-------

Annual End-Use Cost

Heating	\$155
Cooling	\$55
Water Heating	\$186
Lights & Appliances	\$313
Onsite Generation	-\$0
Service Charges	\$60
Total	\$770

Annual End-Use Consumption

Heating [Electric kWh]	1,616.7
Cooling [Electric kWh]	549.1
Hot Water [Electric kWh]	1,911.4
Lights & Appliances [Electric kWh]	3,205.3
Total [Electric kWh]	7,282.6
Total Onsite Generation [Electric kWh]	0.0

Peak Electric Consumption

Peak Winter kW	1.57
Peak Summer kW	1.20

Utility Rates

Electricity	Dominion (Waynesboro, VA) - 2024.01
-------------	-------------------------------------

Fuel Summary

**Property**

1030 Alston Court
Waynesboro, VA 22980
Model: 3BR-1 Mid

Organization

Pando Alliance
Zach Smith
717-387-3670

Inspection Status

Results are projected

Waynesboro Site - 3BR-1 Mid
3BR-1 Mid

Builder

Annual Energy Cost

Electric	\$869
----------	-------

Annual End-Use Cost

Heating	\$158
Cooling	\$66
Water Heating	\$227
Lights & Appliances	\$358
Onsite Generation	-\$0
Service Charges	\$60
Total	\$869

Annual End-Use Consumption

Heating [Electric kWh]	1,642.8
Cooling [Electric kWh]	657.5
Hot Water [Electric kWh]	2,328.0
Lights & Appliances [Electric kWh]	3,670.0
Total [Electric kWh]	8,298.3
Total Onsite Generation [Electric kWh]	0.0

Peak Electric Consumption

Peak Winter kW	1.77
Peak Summer kW	1.42

Utility Rates

Electricity	Dominion (Waynesboro, VA) - 2024.01
-------------	-------------------------------------

Fuel Summary

**Property**

1030 Alston Court
Waynesboro, VA 22980
Model: 3BR-1 Slab

Organization

Pando Alliance
Zach Smith
717-387-3670

Inspection Status

Results are projected

Waynesboro Site - 3BR-1 Slab
3BR-1 Slab

Builder

Annual Energy Cost

Electric	\$875
----------	-------

Annual End-Use Cost

Heating	\$175
Cooling	\$55
Water Heating	\$227
Lights & Appliances	\$358
Onsite Generation	-\$0
Service Charges	\$60
Total	\$875

Annual End-Use Consumption

Heating [Electric kWh]	1,819.1
Cooling [Electric kWh]	546.3
Hot Water [Electric kWh]	2,330.3
Lights & Appliances [Electric kWh]	3,670.0
Total [Electric kWh]	8,365.7
Total Onsite Generation [Electric kWh]	0.0

Peak Electric Consumption

Peak Winter kW	1.82
Peak Summer kW	1.43

Utility Rates

Electricity	Dominion (Waynesboro, VA) - 2024.01
-------------	-------------------------------------

Fuel Summary

**Property**

1030 Alston Court
Waynesboro, VA 22980
Model: 3BR (2-103)

Organization

Pando Alliance
Zach Smith
717-387-3670

Inspection Status

Results are projected

Waynesboro Site - 3BR-1 Top
3BR-1 Top

Builder

Annual Energy Cost

Electric	\$890
----------	-------

Annual End-Use Cost

Heating	\$177
Cooling	\$69
Water Heating	\$227
Lights & Appliances	\$358
Onsite Generation	-\$0
Service Charges	\$60
Total	\$890

Annual End-Use Consumption

Heating [Electric kWh]	1,840.4
Cooling [Electric kWh]	680.6
Hot Water [Electric kWh]	2,328.7
Lights & Appliances [Electric kWh]	3,670.0
Total [Electric kWh]	8,519.6
Total Onsite Generation [Electric kWh]	0.0

Peak Electric Consumption

Peak Winter kW	1.80
Peak Summer kW	1.43

Utility Rates

Electricity	Dominion (Waynesboro, VA) - 2024.01
-------------	-------------------------------------

Fuel Summary

**Property**

1030 Alston Court
Waynesboro, VA 22980
Model: 3BR-2

Organization

Pando Alliance
Zach Smith
717-387-3670

Inspection Status

Results are projected

Waynesboro Site - 3BR-2
3BR-2

Builder

Annual Energy Cost

Electric	\$859
----------	-------

Annual End-Use Cost

Heating	\$172
Cooling	\$53
Water Heating	\$229
Lights & Appliances	\$345
Onsite Generation	-\$0
Service Charges	\$60
Total	\$859

Annual End-Use Consumption

Heating [Electric kWh]	1,790.0
Cooling [Electric kWh]	529.1
Hot Water [Electric kWh]	2,347.0
Lights & Appliances [Electric kWh]	3,536.9
Total [Electric kWh]	8,203.1
Total Onsite Generation [Electric kWh]	0.0

Peak Electric Consumption

Peak Winter kW	1.79
Peak Summer kW	1.38

Utility Rates

Electricity	Dominion (Waynesboro, VA) - 2024.01
-------------	-------------------------------------

Fuel Summary

**Property**

1030 Alston Court
Waynesboro, VA 22980
Model: 3BR-3

Organization

Pando Alliance
Zach Smith
717-387-3670

Inspection Status

Results are projected

Waynesboro Site - 3BR-3
3BR-3

Builder

Annual Energy Cost

Electric	\$971
----------	-------

Annual End-Use Cost

Heating	\$240
Cooling	\$60
Water Heating	\$224
Lights & Appliances	\$387
Onsite Generation	-\$0
Service Charges	\$60
Total	\$971

Annual End-Use Consumption

Heating [Electric kWh]	2,499.4
Cooling [Electric kWh]	590.8
Hot Water [Electric kWh]	2,301.7
Lights & Appliances [Electric kWh]	3,961.0
Total [Electric kWh]	9,353.0
Total Onsite Generation [Electric kWh]	0.0

Peak Electric Consumption

Peak Winter kW	2.00
Peak Summer kW	1.46

Utility Rates

Electricity	Dominion (Waynesboro, VA) - 2024.01
-------------	-------------------------------------

Lighting and Appliances



Property

1030 Alston Court
Waynesboro, VA 22980
Model: 1BR Mid

Organization

Pando Alliance
Zach Smith
717-387-3670

Inspection Status

Results are projected

Waynesboro Site - 1BR Mid
1BR Mid

Builder

ANNUAL SUMMARY

Summary

	Consumption	Annual Cost [\$]
Lighting [kWh/Year]	300.6	29
Electric Appliances [kWh/Year]	2,383.1	233
Fossil Fuel Appliances [MBtu/Year]	0.0	0
Total	-	262

LIGHTING

Lighting Scheme

	Consumption [kWh/Year]	Annual Cost [\$]
Interior Lighting	277.6	27
Exterior Lighting	23.0	2
Garage Lighting	0.0	0
Total	300.6	29

FOSSIL FUEL APPLIANCES

Appliance Type

	Consumption [MBtu/Year]	Annual Cost [\$]
Clothes Dryer	0.0	0
Range/Oven	0.0	0
Total	0.0	0

ELECTRIC APPLIANCES

Appliance Type

	Consumption [kWh/Year]	Annual Cost [\$]
Dishwasher	74.4	7
Range/Oven	370.0	36
Refrigerator	400.0	39
Clothes Dryer	268.0	26
Clothes Washer	32.4	3
Mechanical Ventilation	69.2	7
Ceiling Fan	0.0	0
Television	482.0	47
Miscellaneous	687.1	67
Total	2,383.1	233

Lighting and Appliances



Property

1030 Alston Court
Waynesboro, VA 22980
Model: 1BR Top

Organization

Pando Alliance
Zach Smith
717-387-3670

Inspection Status

Results are projected

Waynesboro Site - 1BR Top
1BR Top

Builder

ANNUAL SUMMARY

Summary

	Consumption	Annual Cost [\$]
Lighting [kWh/Year]	300.6	29
Electric Appliances [kWh/Year]	2,383.1	233
Fossil Fuel Appliances [MBtu/Year]	0.0	0
Total	-	262

LIGHTING

Lighting Scheme

	Consumption [kWh/Year]	Annual Cost [\$]
Interior Lighting	277.6	27
Exterior Lighting	23.0	2
Garage Lighting	0.0	0
Total	300.6	29

FOSSIL FUEL APPLIANCES

Appliance Type

	Consumption [MBtu/Year]	Annual Cost [\$]
Clothes Dryer	0.0	0
Range/Oven	0.0	0
Total	0.0	0

ELECTRIC APPLIANCES

Appliance Type

	Consumption [kWh/Year]	Annual Cost [\$]
Dishwasher	74.4	7
Range/Oven	370.0	36
Refrigerator	400.0	39
Clothes Dryer	268.0	26
Clothes Washer	32.4	3
Mechanical Ventilation	69.2	7
Ceiling Fan	0.0	0
Television	482.0	47
Miscellaneous	687.1	67
Total	2,383.1	233

Lighting and Appliances



Property

1030 Alston Court
Waynesboro, VA 22980
Model: 1BR-1-UD

Organization

Pando Alliance
Zach Smith
717-387-3670

Inspection Status

Results are projected

Waynesboro Site - 1BR-1-UD
1BR-1-UD

Builder

ANNUAL SUMMARY

Summary

	Consumption	Annual Cost [\$]
Lighting [kWh/Year]	300.6	29
Electric Appliances [kWh/Year]	2,383.1	233
Fossil Fuel Appliances [MBtu/Year]	0.0	0
Total	-	262

LIGHTING

Lighting Scheme

	Consumption [kWh/Year]	Annual Cost [\$]
Interior Lighting	277.6	27
Exterior Lighting	23.0	2
Garage Lighting	0.0	0
Total	300.6	29

FOSSIL FUEL APPLIANCES

Appliance Type

	Consumption [MBtu/Year]	Annual Cost [\$]
Clothes Dryer	0.0	0
Range/Oven	0.0	0
Total	0.0	0

ELECTRIC APPLIANCES

Appliance Type

	Consumption [kWh/Year]	Annual Cost [\$]
Dishwasher	74.4	7
Range/Oven	370.0	36
Refrigerator	400.0	39
Clothes Dryer	268.0	26
Clothes Washer	32.4	3
Mechanical Ventilation	69.2	7
Ceiling Fan	0.0	0
Television	482.0	47
Miscellaneous	687.1	67
Total	2,383.1	233

Lighting and Appliances



Property

1030 Alston Court
Waynesboro, VA 22980
Model: 1BR-2

Organization

Pando Alliance
Zach Smith
717-387-3670

Inspection Status

Results are projected

Waynesboro Site - 1BR-2
1BR-2

Builder

ANNUAL SUMMARY

Summary

	Consumption	Annual Cost [\$]
Lighting [kWh/Year]	286.9	28
Electric Appliances [kWh/Year]	2,325.7	227
Fossil Fuel Appliances [MBtu/Year]	0.0	0
Total	-	255

LIGHTING

Lighting Scheme

	Consumption [kWh/Year]	Annual Cost [\$]
Interior Lighting	264.4	26
Exterior Lighting	22.4	2
Garage Lighting	0.0	0
Total	286.9	28

FOSSIL FUEL APPLIANCES

Appliance Type

	Consumption [MBtu/Year]	Annual Cost [\$]
Clothes Dryer	0.0	0
Range/Oven	0.0	0
Total	0.0	0

ELECTRIC APPLIANCES

Appliance Type

	Consumption [kWh/Year]	Annual Cost [\$]
Dishwasher	74.4	7
Range/Oven	370.0	36
Refrigerator	400.0	39
Clothes Dryer	268.0	26
Clothes Washer	32.4	3
Mechanical Ventilation	69.2	7
Ceiling Fan	0.0	0
Television	482.0	47
Miscellaneous	629.7	62
Total	2,325.7	227

Lighting and Appliances



Property

1030 Alston Court
Waynesboro, VA 22980
Model: 1BR-3

Organization

Pando Alliance
Zach Smith
717-387-3670

Inspection Status

Results are projected

Waynesboro Site - 1BR-3
1BR-3

Builder

ANNUAL SUMMARY

Summary

	Consumption	Annual Cost [\$]
Lighting [kWh/Year]	258.7	25
Electric Appliances [kWh/Year]	2,208.3	216
Fossil Fuel Appliances [MBtu/Year]	0.0	0
Total	-	241

LIGHTING

Lighting Scheme

	Consumption [kWh/Year]	Annual Cost [\$]
Interior Lighting	237.4	23
Exterior Lighting	21.4	2
Garage Lighting	0.0	0
Total	258.7	25

FOSSIL FUEL APPLIANCES

Appliance Type

	Consumption [MBtu/Year]	Annual Cost [\$]
Clothes Dryer	0.0	0
Range/Oven	0.0	0
Total	0.0	0

ELECTRIC APPLIANCES

Appliance Type

	Consumption [kWh/Year]	Annual Cost [\$]
Dishwasher	74.4	7
Range/Oven	370.0	36
Refrigerator	400.0	39
Clothes Dryer	268.0	26
Clothes Washer	32.4	3
Mechanical Ventilation	69.2	7
Ceiling Fan	0.0	0
Television	482.0	47
Miscellaneous	512.3	50
Total	2,208.3	216

Lighting and Appliances



Property

1030 Alston Court
Waynesboro, VA 22980
Model: 2BR Mid

Organization

Pando Alliance
Zach Smith
717-387-3670

Inspection Status

Results are projected

Waynesboro Site - 2BR Mid
2BR Mid

Builder

ANNUAL SUMMARY

Summary

	Consumption	Annual Cost [\$]
Lighting [kWh/Year]	358.2	35
Electric Appliances [kWh/Year]	2,847.1	278
Fossil Fuel Appliances [MBtu/Year]	0.0	0
Total	-	313

LIGHTING

Lighting Scheme

	Consumption [kWh/Year]	Annual Cost [\$]
Interior Lighting	333.0	33
Exterior Lighting	25.2	2
Garage Lighting	0.0	0
Total	358.2	35

FOSSIL FUEL APPLIANCES

Appliance Type

	Consumption [MBtu/Year]	Annual Cost [\$]
Clothes Dryer	0.0	0
Range/Oven	0.0	0
Total	0.0	0

ELECTRIC APPLIANCES

Appliance Type

	Consumption [kWh/Year]	Annual Cost [\$]
Dishwasher	95.4	9
Range/Oven	409.0	40
Refrigerator	400.0	39
Clothes Dryer	327.2	32
Clothes Washer	39.6	4
Mechanical Ventilation	97.6	10
Ceiling Fan	0.0	0
Television	551.0	54
Miscellaneous	927.3	91
Total	2,847.1	278

Lighting and Appliances



Property

1030 Alston Court
Waynesboro, VA 22980
Model: 2BR Slab

Organization

Pando Alliance
Zach Smith
717-387-3670

Inspection Status

Results are projected

Waynesboro Site - 2BR Slab
2BR Slab

Builder

ANNUAL SUMMARY

Summary

	Consumption	Annual Cost [\$]
Lighting [kWh/Year]	358.2	35
Electric Appliances [kWh/Year]	2,847.1	278
Fossil Fuel Appliances [MBtu/Year]	0.0	0
Total	-	313

LIGHTING

Lighting Scheme

	Consumption [kWh/Year]	Annual Cost [\$]
Interior Lighting	333.0	33
Exterior Lighting	25.2	2
Garage Lighting	0.0	0
Total	358.2	35

FOSSIL FUEL APPLIANCES

Appliance Type

	Consumption [MBtu/Year]	Annual Cost [\$]
Clothes Dryer	0.0	0
Range/Oven	0.0	0
Total	0.0	0

ELECTRIC APPLIANCES

Appliance Type

	Consumption [kWh/Year]	Annual Cost [\$]
Dishwasher	95.4	9
Range/Oven	409.0	40
Refrigerator	400.0	39
Clothes Dryer	327.2	32
Clothes Washer	39.6	4
Mechanical Ventilation	97.6	10
Ceiling Fan	0.0	0
Television	551.0	54
Miscellaneous	927.3	91
Total	2,847.1	278

Lighting and Appliances



Property

1030 Alston Court
Waynesboro, VA 22980
Model: 2BR Top

Organization

Pando Alliance
Zach Smith
717-387-3670

Inspection Status

Results are projected

Waynesboro Site - 2BR Top
2BR Top

Builder

ANNUAL SUMMARY

Summary

	Consumption	Annual Cost [\$]
Lighting [kWh/Year]	358.2	35
Electric Appliances [kWh/Year]	2,847.1	278
Fossil Fuel Appliances [MBtu/Year]	0.0	0
Total	-	313

LIGHTING

Lighting Scheme

	Consumption [kWh/Year]	Annual Cost [\$]
Interior Lighting	333.0	33
Exterior Lighting	25.2	2
Garage Lighting	0.0	0
Total	358.2	35

FOSSIL FUEL APPLIANCES

Appliance Type

	Consumption [MBtu/Year]	Annual Cost [\$]
Clothes Dryer	0.0	0
Range/Oven	0.0	0
Total	0.0	0

ELECTRIC APPLIANCES

Appliance Type

	Consumption [kWh/Year]	Annual Cost [\$]
Dishwasher	95.4	9
Range/Oven	409.0	40
Refrigerator	400.0	39
Clothes Dryer	327.2	32
Clothes Washer	39.6	4
Mechanical Ventilation	97.6	10
Ceiling Fan	0.0	0
Television	551.0	54
Miscellaneous	927.3	91
Total	2,847.1	278

Lighting and Appliances



Property

1030 Alston Court
Waynesboro, VA 22980
Model: 3BR-1 Mid

Organization

Pando Alliance
Zach Smith
717-387-3670

Inspection Status

Results are projected

Waynesboro Site - 3BR-1 Mid
3BR-1 Mid

Builder

ANNUAL SUMMARY

Summary

	Consumption	Annual Cost [\$]
Lighting [kWh/Year]	408.5	40
Electric Appliances [kWh/Year]	3,261.5	319
Fossil Fuel Appliances [MBtu/Year]	0.0	0
Total	-	358

LIGHTING

Lighting Scheme

	Consumption [kWh/Year]	Annual Cost [\$]
Interior Lighting	381.4	37
Exterior Lighting	27.1	3
Garage Lighting	0.0	0
Total	408.5	40

FOSSIL FUEL APPLIANCES

Appliance Type

	Consumption [MBtu/Year]	Annual Cost [\$]
Clothes Dryer	0.0	0
Range/Oven	0.0	0
Total	0.0	0

ELECTRIC APPLIANCES

Appliance Type

	Consumption [kWh/Year]	Annual Cost [\$]
Dishwasher	116.4	11
Range/Oven	448.0	44
Refrigerator	400.0	39
Clothes Dryer	386.4	38
Clothes Washer	46.8	5
Mechanical Ventilation	106.3	10
Ceiling Fan	0.0	0
Television	620.0	61
Miscellaneous	1,137.5	111
Total	3,261.5	319

Lighting and Appliances



Property

1030 Alston Court
Waynesboro, VA 22980
Model: 3BR-1 Slab

Organization

Pando Alliance
Zach Smith
717-387-3670

Inspection Status

Results are projected

Waynesboro Site - 3BR-1 Slab
3BR-1 Slab

Builder

ANNUAL SUMMARY

Summary

	Consumption	Annual Cost [\$]
Lighting [kWh/Year]	408.5	40
Electric Appliances [kWh/Year]	3,261.5	319
Fossil Fuel Appliances [MBtu/Year]	0.0	0
Total	-	358

LIGHTING

Lighting Scheme

	Consumption [kWh/Year]	Annual Cost [\$]
Interior Lighting	381.4	37
Exterior Lighting	27.1	3
Garage Lighting	0.0	0
Total	408.5	40

FOSSIL FUEL APPLIANCES

Appliance Type

	Consumption [MBtu/Year]	Annual Cost [\$]
Clothes Dryer	0.0	0
Range/Oven	0.0	0
Total	0.0	0

ELECTRIC APPLIANCES

Appliance Type

	Consumption [kWh/Year]	Annual Cost [\$]
Dishwasher	116.4	11
Range/Oven	448.0	44
Refrigerator	400.0	39
Clothes Dryer	386.4	38
Clothes Washer	46.8	5
Mechanical Ventilation	106.3	10
Ceiling Fan	0.0	0
Television	620.0	61
Miscellaneous	1,137.5	111
Total	3,261.5	319

Lighting and Appliances



Property

1030 Alston Court
Waynesboro, VA 22980
Model: 3BR (2-103)

Organization

Pando Alliance
Zach Smith
717-387-3670

Inspection Status

Results are projected

Waynesboro Site - 3BR-1 Top
3BR-1 Top

Builder

ANNUAL SUMMARY

Summary

	Consumption	Annual Cost [\$]
Lighting [kWh/Year]	408.5	40
Electric Appliances [kWh/Year]	3,261.5	319
Fossil Fuel Appliances [MBtu/Year]	0.0	0
Total	-	358

LIGHTING

Lighting Scheme

	Consumption [kWh/Year]	Annual Cost [\$]
Interior Lighting	381.4	37
Exterior Lighting	27.1	3
Garage Lighting	0.0	0
Total	408.5	40

FOSSIL FUEL APPLIANCES

Appliance Type

	Consumption [MBtu/Year]	Annual Cost [\$]
Clothes Dryer	0.0	0
Range/Oven	0.0	0
Total	0.0	0

ELECTRIC APPLIANCES

Appliance Type

	Consumption [kWh/Year]	Annual Cost [\$]
Dishwasher	116.4	11
Range/Oven	448.0	44
Refrigerator	400.0	39
Clothes Dryer	386.4	38
Clothes Washer	46.8	5
Mechanical Ventilation	106.3	10
Ceiling Fan	0.0	0
Television	620.0	61
Miscellaneous	1,137.5	111
Total	3,261.5	319

Lighting and Appliances



Property

1030 Alston Court
Waynesboro, VA 22980
Model: 3BR-2

Organization

Pando Alliance
Zach Smith
717-387-3670

Inspection Status

Results are projected

Waynesboro Site - 3BR-2
3BR-2

Builder

ANNUAL SUMMARY

Summary

	Consumption	Annual Cost [\$]
Lighting [kWh/Year]	382.8	37
Electric Appliances [kWh/Year]	3,154.1	308
Fossil Fuel Appliances [MBtu/Year]	0.0	0
Total	-	345

LIGHTING

Lighting Scheme

	Consumption [kWh/Year]	Annual Cost [\$]
Interior Lighting	356.7	35
Exterior Lighting	26.1	3
Garage Lighting	0.0	0
Total	382.8	37

FOSSIL FUEL APPLIANCES

Appliance Type

	Consumption [MBtu/Year]	Annual Cost [\$]
Clothes Dryer	0.0	0
Range/Oven	0.0	0
Total	0.0	0

ELECTRIC APPLIANCES

Appliance Type

	Consumption [kWh/Year]	Annual Cost [\$]
Dishwasher	116.4	11
Range/Oven	448.0	44
Refrigerator	400.0	39
Clothes Dryer	386.4	38
Clothes Washer	46.8	5
Mechanical Ventilation	106.3	10
Ceiling Fan	0.0	0
Television	620.0	61
Miscellaneous	1,030.1	101
Total	3,154.1	308

Lighting and Appliances



Property

1030 Alston Court
Waynesboro, VA 22980
Model: 3BR-3

Organization

Pando Alliance
Zach Smith
717-387-3670

Inspection Status

Results are projected

Waynesboro Site - 3BR-3
3BR-3

Builder

ANNUAL SUMMARY

Summary

	Consumption	Annual Cost [\$]
Lighting [kWh/Year]	464.8	45
Electric Appliances [kWh/Year]	3,496.3	341
Fossil Fuel Appliances [MBtu/Year]	0.0	0
Total	-	387

LIGHTING

Lighting Scheme

	Consumption [kWh/Year]	Annual Cost [\$]
Interior Lighting	435.6	43
Exterior Lighting	29.2	3
Garage Lighting	0.0	0
Total	464.8	45

FOSSIL FUEL APPLIANCES

Appliance Type

	Consumption [MBtu/Year]	Annual Cost [\$]
Clothes Dryer	0.0	0
Range/Oven	0.0	0
Total	0.0	0

ELECTRIC APPLIANCES

Appliance Type

	Consumption [kWh/Year]	Annual Cost [\$]
Dishwasher	116.4	11
Range/Oven	448.0	44
Refrigerator	400.0	39
Clothes Dryer	386.4	38
Clothes Washer	46.8	5
Mechanical Ventilation	106.3	10
Ceiling Fan	0.0	0
Television	620.0	61
Miscellaneous	1,372.3	134
Total	3,496.3	341

Tab S:

Supportive House Certification and/or
Resident Well Being MOU

Tab S: Supportive Housing Certification

1. Virginia Housing Permanent Supportive Housing Services Certification
2. Documentation of PSH Experience - Enterprise Community Development, Inc.
3. DBHDS MOU Review and Decision
4. DBHDS Resident Service Provider Checklist (RSPC)
5. MOU between 1030 Alston Court LLC and Valley Community Services Board (VCSB)
6. VCSB PSH Experience
7. Certified Organization for Resident Engagement & Services (CORES) Certification – Enterprise Community Development, Inc.
8. Telehealth Services MOU - 1030 Alston Court LLC and Augusta Resources for Resilience, Opportunity, and Wellness (ARROW)

Appendices continued

Virginia Housing Permanent Supportive Housing Services Certification

Permanent Supportive Housing is housing consisting of units designated for individuals or families that are homeless, at-risk of homelessness or who have multiple barriers to independent living.

Best practices are described by the U.S. Department of Health and Human Services:
<http://store.samhsa.gov/shin/content/SMA10-4510/SMA10-4510-06-BuildingYourProgram-PSH.pdf>

For consideration, provide **all** of the following:

1. Attach a list of developments for which you've provided permanent supportive housing services. Describe the types of services that were provided.
2. A signed copy of an MOU with a local service provider agency(ies). If no MOU exists, the service provider must sign this certification. If neither is available, provide an explanation for the lack of demonstrated partnership and describe how the property will receive referrals and from whom the residents will receive services.
3. Describe your target population(s): Individuals and families with serious mental illness, co-occurring disorders, and/or developmental disabilities
4. List the types of supportive services to be offered: mental health case management, support coordination, understanding rights and responsibilities under fair housing and tenant/ landlord laws, linkage to mainstream resources that promote housing stability.
5. Who will be providing supportive services? Valley CSB
6. What percentage of the total number of units will be marketed to and held available for tenants in need of supportive services? 15 %

In addition, I/we certify the following:

Services

Tenant choice. Supportive housing tenants will have choices in what support services they receive (i.e., not a limited menu of services). Individual Support Plans will reflect tenant-defined needs and preferences. As supportive service tenants' needs change over time, tenants can receive more or less intensive support services.

Assertive outreach and engagement. The service team will use a variety of outreach and engagement techniques to bring tenants into helping relationships.

Case management. Case managers will serve as the bridge between tenants and the supports that help them achieve stability and long-term tenancy.

Appendices continued

Housing

Tenant choice. Supportive housing tenants will be able to choose where they want to live. Tenants cannot be evicted from their housing for rejecting services.

Access. Supportive housing units will be available to people who are experiencing homelessness, are precariously housed and/or who have multiple barriers to housing stability, including disabilities and substance abuse.

Quality. Supportive housing units will be similar to other units in the project.

Integration. Supportive housing tenants with disabilities will have a right to receive housing and supportive services in the most integrated settings available, including in buildings that include neighbors who do not have disabilities and where there is access to an array of community services and resources used by people with and without disabilities.

Rights of tenancy. Supportive housing tenant leases or subleases will confer full rights of tenancy, including limitations on landlords' entry into the property and the right to challenge eviction in landlord-tenant court. Tenants can remain in their homes as long as the basic requirements of tenancy are met — paying the rent, not interfering with other tenants' use of their homes, not causing property damage, etc. House rules, if any, are similar to those found in other housing.

Affordability. Supportive housing tenants should pay no more than 30% of their incomes toward rent and basic utilities.

Coordination between housing and services. Property managers and support service staff will stay in regular communication and coordinate their efforts to help prevent evictions and to ensure tenants facing eviction have access to necessary services and supports.

Delineated roles. There will be a functional separation of roles, with the housing elements (rent collection, property maintenance, enforcement of responsibilities of tenancy) carried out by different staff than those providing services (case management, mental health treatment, wraparound services).

The undersigned Owner certifies that each of the above statements is true and correct.

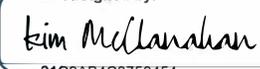
I/We agree that the commitment to provide supportive housing will remain in place throughout the Compliance Period (as described in the Extended Use Agreement).

Date 02/11/24

Owner/Applicant 1030 Alston Court LLC

Service Provider Valley Community Services Board

By 

By 

Its See below for Title.

Its Executive Director

Title

Title

VP, Real Estate Development at
Enterprise Community Development,
Inc., its Sole Member of Managing Member

Enterprise Community Development Supportive Housing Experience

Enterprise Community Development's Resident Services department has supported residents living in permanent supportive housing as outlined below:

Randle Hill Apartments (Multi-Family; Washington, DC) Enterprise Resident Services has coordinated with two third-party organizations who have provided case management services for 16 households residing in on-site PSH units. We recently transitioned case management from Edgewood/Brookland Family Support Collaborative to CORE DC based on PSH contracts managed through DC Department of Human Services. CORE DC's Permanent Supportive Housing Program provides individuals and families with case management services that help address barriers to securing, and sometimes maintaining, housing. CORE DC's Case Managers work with clients to create enabling conditions to achieve and maintain their housing by complying with lease provisions and local laws and achieve the highest level of client-driven goals possible to improve their overall quality of life. In 2022 CORE DC Permanent Supportive Housing Program expanded to a capacity of 176 cases that also entailed scatter cases. Additionally, Enterprise Resident Services manages general programming, initiatives, and resources offered to all residents of the community.

Pipeline: Edgewood Commons V (Senior; Washington, DC) Enterprise will construct 150 units for low-income seniors, including sixteen PSH units. Through a contract with DC Department of Human Services, a third-party organization will provide case management for the residents of the PSH units. Similar to Randle Hill, Enterprise Resident Services will coordinate with the third-party case management organization and also manage the extension of general resident services offered on-site. Unique to Edgewood V, there will be space for an Adult Medical Day Services (ADS) provider to operate onsite. Any residents, including those in PSH units, who enroll in the ADS program will be extended additional supports to assist them with aging in their homes for as long as possible.

Special Populations: Additionally, a number of properties owned/operated by Enterprise have set aside units serving special populations where our Resident Services and Property Management teams coordinate with third-party program providers who provide case management and/or wrap-around services.

Property	Location	Detail
Hollins House	Baltimore, MD	Non-Elderly Disabled
Metro Heights at Mondawmin	Baltimore, MD	Formerly Homeless; Non-Elderly Disabled
Allendale Apartments	Baltimore, MD	Non-Elderly Disabled
1203 East Brookland Park Blvd.	Richmond, VA	Non-Elderly Disabled



DBHDS MOU Review and Decision

Enterprise Community Development Inc., Developer of 1030 Alston Court LLC (2025-ASH-02) Low-Income Housing Tax Credit (LIHTC) Applicant and Valley Community Services Board, Resident Service Provider have partnered together through a Memorandum of Understanding (MOU) to provide onsite resident services to tenants of 1030 Alston Court, once placed in service. Enterprise Community Development Inc. has requested DBHDS to review and approve the MOU between the parties as required in Virginia Housing’s (VH) LIHTC Qualified Allocation Plan (QAP) for consideration of the extra point (15) incentive *Resident Well Being*.

The MOU:

- Meets minimum review standards
- Does not meet minimum review standards

Required Evidence of Experience:

- DBHDS affirms that as of the date on this letter, Valley Community Services Board Resident Service Provider has a DBHDS triennial license, in good standing, with no outstanding corrective action plans.
- LIHTC applicant asserts Service Provider meets other experience criteria to be reviewed by Virginia Housing.
- DBHDS attests/does not attest experience evidenced by receipt of a grant or grants by the service provider for provision of direct services to the development’s residents

DBHDS MOU decision: APPROVED NOT APPROVED

Name & Title:	Janna Wiener, Housing Services Manager
Signature:	
Date:	2/26/2024

DBHDS Resident Service Provider Checklist (RSPC)

LIHTC Property Name:
1030 Alston Court –
9%

7. Please list the Resident Services Provider (RSP) selected to include the following:

RSP Organization Name:	Valley Community Services Board
RSP Address:	85 Sangers Ln, Staunton, VA 24401
RSP Contact, Phone #, and Email	Lydia Campbell; 540-213-7542; lcampbell@vcsb.org
RSP current service area(s)	Augusta County; City of Waynesboro; City of Staunton

Is this RSP the same qualified nonprofit organization qualifying applicant to compete in the nonprofit pool?

Yes No

8. Which criteria does the Resident Services Provider qualify for?

A DBHDS triennial license, in good standing, with no outstanding corrective action plans

An accreditation or certification (check all that apply):

- | | |
|---|---|
| <input type="radio"/> Commission on Accreditation of Rehabilitation Facilities | <input type="radio"/> Council on Accreditation |
| <input type="radio"/> Certified Organization for Resident Engagement & Services | <input type="radio"/> Council on Quality and Leadership |
| <input type="radio"/> CSH Quality Supportive Housing | <input type="radio"/> Other _____ |

Experience evidenced by receipt of a grant or grants by the service provider for provision of direct services to the development's residents

A licensed child-care provider or subsidy

9. What service(s) does the RSP offer and how many years' experience providing the service?

Service: PSH Years' Experience: 5
 Service: Mental Health CM Years' Experience: 25+
 Service: MH&SU Outpatient Years' Experience: 25+
 Service: Developmental Services Years' Experience: 25+

10. What service(s) does the RSP intend to offer at the LIHTC property?

Service: PSH Years' Experience: 5
 Service: SRAP Years' Experience: 4
 Service: _____ Years' Experience: _____
 Service: _____ Years' Experience: _____

Kathleen Kramer
Signature

2/12/2024
Date

Memorandum of Understanding between Valley Community Services Board and 1030 Alston Court LLC

The Valley Community Services Board (VCSB) and 1030 Alston Court LLC have agreed to enter into this Memorandum of Understanding (MOU) to better serve individuals with disabilities living in VCSB's catchment area of the cities of Staunton and Waynesboro and the counties of Augusta and Highland.

This MOU establishes the working relationship of VCSB and 1030 Alston Court LLC. VCSB Permanent Supportive Housing (PSH) provides supportive housing for a minimum of 75 individuals with disabilities living in the catchment area. VCSB State Rental Assistance Program (SRAP) provides rental assistance and supportive services for a minimum of 120 individuals with developmental disabilities living in the service area. 1030 Alston Court LLC is a single-purpose LLC established for the creation/ownership of affordable multifamily housing units in the City of Waynesboro, Virginia. Through this agreement, 1030 Alston Court LLC agrees to reserve eight (8) units for participants in VCSB PSH/SRAP. VCSB PSH/SRAP agree to provide rental assistance and intensive community-based support services to assist individuals with serious mental illnesses and/or developmental disabilities obtain and retain stable housing in the community.

Guiding Principles

All parties under this MOU jointly recognize the following:

- Supportive housing tenants are able to choose where they want to live. Tenants cannot be evicted from their housing for rejecting services, nor can they be denied tenancy for rejecting services.
- Supportive housing units are available to people who are experiencing homelessness and/or who have multiple barriers to housing stability, including disabilities and substance abuse.
- Supportive housing units will be similar to other units at 1030 Alston Court.
- Supportive housing tenants with disabilities have a right to receive housing and supportive services in the most integrated settings available, including in buildings that include neighbors who do not have disabilities and where there is access to an array of community services and resources used by people with and without disabilities.
- Supportive housing tenant leases confer full rights of tenancy, including limitations on landlords' entry into the property and the right to challenge eviction in landlord-tenant court. Tenants can remain in their homes as long as the basic requirements of tenancy are met – paying the rent, not interfering with other tenants' use of their homes, not causing property damage, etc. House rules, if any, are similar to those found in other housing.
- Supportive housing tenants should pay no more than 30% of their incomes towards rent and basic utilities.
- Property managers and supportive services staff will stay in regular communication and coordinate their efforts to help prevent evictions and to ensure tenants facing eviction have access to necessary services and supports.
- There is a functional separation of roles, with the housing elements (rent collection, property maintenance, enforcement of responsibilities of tenancy) carried out by different staff than

those providing services (case management, support coordination, behavioral health treatment).

Through this MOU, VCSB PSH/SRAP and 1030 Alston Court LLC agree to the following roles and responsibilities.

1030 Alston Court LLC will:

- Prioritize VCSB PSH/ SRAP participants for eight (8) units.
- Execute tenant leases that confer full rights of tenancy including limitations on landlords' entry into the property and the right to challenge eviction in landlord-tenant court.
- Carry out rent collection and administration.
- Oversee tenant relations with respect to notices, evictions, and enforcement of house policies and procedures.
- Provide building and equipment maintenance and repair.
- Provide common area janitorial services.
- Comply with Fair Housing laws.
- Ensure that all tenants understand their right to request a reasonable accommodation and be aware of the formal process for hearing these requests and acting on them.
- Communicate all lease violations with the tenant and the VCSB Housing Specialist.
- Work collaboratively with VCSB PSH/SRAP to promote housing stability.
- Provide dedicated workspace at the property in a private, enclosed space specifically for the provision of Resident Services by VCSB.
- Provide access to community space available to all residents at the property.
- Ensure that the commitment to fully lease the set-aside units with the target populations is fulfilled, including ensuring availability of units that meet the VCSB payment standards for one-bedroom units.
- The Tenant Selection Plan will comport at minimum with Virginia Housing (VH) guidance on such documents.

VCSB PSH/SRAP will:

- Provide a designated housing specialist to be the liaison with property management at 1030 Alston Court.
- Identify VCSB PSH/SRAP participants who would like to live in units at 1030 Alston Court and assist with completing applications for tenancy.
- Provide rental subsidy for eligible VCSB PSH/SRAP participants.
- Provide intensive housing-related support services and mental health case management to VCSB PSH participants with serious mental illnesses.
- Provide support coordination services to VCSB SRAP participants with developmental disabilities.
- Help VCSB PSH/SRAP participants understand their rights and responsibilities under fair housing and tenant/ landlord laws. This includes responsibilities of a lease, such as paying rent in a timely manner and requesting a repair.

- Under certain conditions or situations, VCSB housing staff may assist a tenant in dissolving the lease agreement with the landlord prior to the lease term ending.
- Work collaboratively with 1030 Alston Court LLC to promote housing stability.

Further Acknowledgement and Understanding

- Tenants may be terminated from the VCSB PSH/SRAP program when they no longer meet eligibility for the program. This termination is in no way affiliated with the eviction process, but merely a cessation of programmatic aspects such as rent subsidies, inspections, and support rendered by housing staff.
- Alternatively, eviction, as well as the mutually agreed upon cessation of a lease before its term end, does not mean termination from the program.
- Formal eviction can only take place when some aspect of the lease agreement has been violated and legal action is taken by a respective landlord. Both VCSB and 1030 Alston Court LLC agree to work toward amelioration of concerns and/or issues prior to the execution of formal eviction proceedings.
- All program participants will be informed of applicable grievance procedures. Program participants will have the opportunity to appeal decisions, including the termination of residency and rental assistance, and the termination of VCSB services.

Terms

This MOU will begin upon the start of pre-leasing activities at 1030 Alston Court LLC, expected to occur in Q3 2026. This MOU will be automatically renewed with the same terms and conditions annually thereafter except where either party provides written notice of nonrenewal 90 days before the annual termination date. Otherwise, this MOU may be terminated in accordance with the process for Termination described below.

Termination

Either party may terminate this MOU by giving the other party 90 days prior written notice with or without cause. If a party wishes to terminate for cause, the party wishing to terminate the agreement for cause must provide a written intent to terminate notice to the party alleged to be in breach or default. Such notice will provide 30 days for the party alleged to be in breach or default to respond to said notice with an acceptable plan to cure cause for termination.

Amendments

This MOU may be amended in writing and authorized by the designated representatives of both 1030 Alston Court LLC and VCSB. At the time of execution, 1030 Alston Court LLC has not yet contracted for property management services. When contracted, a property management representative will be added as a party to this agreement via MOU amendment.

1030 Alston Court LLC

Signed: 

Date: February 14, 2024

VCSB Executive Director

Signed:  _____
31C9AB4C8758454...

Date: 2/14/2024 _____

PSH Experience – Valley Supportive Housing

Valley Community Services Board (VCSB) is a community behavioral health organization which serves as the single point of entry into the publicly funded services for mental health, developmental disabilities, and substance use disorders for the residents of Augusta County, Highland County, the City of Staunton, and the City of Waynesboro.

VCSB was awarded state permanent supportive housing for individuals with serious mental illness funding in November 2018 and we began fully operating the program in January 2019. The total amount of funding was slated to serve approximately 30 households eligible for PSH, with target populations of individuals waiting to be discharged from state hospitals and individuals meeting the criteria for chronic homelessness identified. As of 2024, VCSB has expanded this program two times and now have a total of 120 slots with 60 slots filled. They are 100% scattered site. The activities proposed in this application are things that VCSB is currently performing daily.

Valley CSB administers state-funded PSH and RRH, as well as HUD-funded PSH and RRH. We receive PATH funds from SAMHSA via the state of Virginia and employ a PATH outreach worker who is skilled at locating and engaging unsheltered individuals in our rural community. A partnership between the Valley Mission, our area largest homeless shelter, and VCSB has resulted in a small part of the PATH program's required match being made by private local dollars. We received state permanent supportive housing funding in November 2018 and have expanded that program twice since then and are the only operator of PSH in our local planning group. Because Valley CSB is a political subdivision (IRC Section 115), we receive funds from each of the localities in our catchment area of the cities of Staunton and Waynesboro, and the counties of Augusta and Highland to provide services to the citizens of those localities. Most services we offer are reimbursable by Medicaid and we are well experienced in submitting and receiving such reimbursement.



November 13, 2020

Dear Enterprise Community Development,

The Certified Organization for Resident Engagement & Services (CORES) Certification recognizes owners that have developed a robust commitment, capacity, and competency in providing resident services coordination in affordable rental homes. The CORES Certification is applicable across the entire portfolio and is inclusive of family, senior and supportive housing communities.

CORES received the attached letter formally notifying Stewards of Affordable Housing for the Future (SAHF) of the merger between Community Preservation and Development Corporation (CPDC) and Enterprise Homes, Inc. in early 2020; and requesting an amendment to the certification that was issued to reflect the newly formed entity, Enterprise Community Development.

We thank you for this letter and the attached supporting material that provide an interim update on the modifications Enterprise Community Development has started to implement to its resident services management structure and operations. These updates reflect that Enterprise Community Development continues to operate a robust system of resident services coordination under the Direct model and is still evaluating how it will scale this model to its expanded portfolio. At this time, we believe this update is sufficient, and do not believe a full application update is necessary.

Initial CORES certification was issued to Community Preservation and Development Corporation (CPDC) on June 19, 2019. This certification lasts five years and will expire on June 19, 2024. Effective November 13, 2020, the Certification issued to CPDC will transfer to Enterprise Community Development.

Enterprise Community Development will be required to recertify on June 19, 2024. Based on the update provided, we believe that it may make sense to apply for recertification under the Hybrid model, rather than the Direct model. Given that additional clarification and updates may be required for a recertification that reflects a changed service delivery model, we recommend getting in touch with CORES staff no later than February 15, 2024 to ensure that CORES staff can provide you with the necessary guidance for recertification and provide your team with ample time for the recertification process.





If you have any further questions, please contact us at cores@sahfnet.org.
Sincerely,

Andrea Ponsor
President and CEO
Stewards of Affordable Housing for the Future





November 11, 2020

Ms. Andrea Ponsor
President and CEO
Stewards of Affordable Housing for the Future
750 9th St NW #650
Washington, DC 20001

Dear Ms. Ponsor,

Please accept this letter as a formal request on behalf of Enterprise Community Development (ECD), formerly Community Preservation and Development Corporation (CPDC), to amend the organization name on the CORES Certification awarded to CPDC in June 2019. CPDC merged with Enterprise Homes, Inc. at the beginning of this year to form Enterprise Community Development, Inc. Recently, the EIN of Enterprise Homes, Inc. was formerly changed to ECD and this was the final step needed to allow the work of the CPDC Community Impact Strategies (CIS) team to be shifted more formally under the umbrella of ECD.

Beyond a name change, as the merger of the two organizations progresses, the CIS team is continuing to assess in what ways its framework and approach may be adjusted to serve the needs of the combined portfolio of ECD, totaling over 100 properties and over 12,000 units. Since the submission of its application, there have been some adjustments to the approach of the CIS team, and these are outlined in the attached document. Additional adjustments are likely in the coming year as we conduct additional resident surveys to better understand the needs and interests of residents across the full portfolio and not just those residing in communities formerly owned by CPDC.

Please let us know if you would like to schedule time to further discuss these updates to ensure we are in alignment with our CORES Certification. We look forward to working together so that our team can remain CORES certified.

Sincerely,

A handwritten signature in blue ink, appearing to read "Nii Sowah".

Nii Sowah
Vice President, Community Impact Strategies

Relevant updates from CPDC 2019 CORES Application:

- **Organization Name:** As anticipated in its 2019 application, CPDC merged with Enterprise Homes, Inc. to form Enterprise Community Development (ECD) in January 2020.
 - o In response to the creation of this merged organization, our CIS team is planning for its growth strategy to serve a majority of ECD communities in the next few years. Currently, CIS serves roughly one third of the portfolio, most of which are CPDC legacy properties.

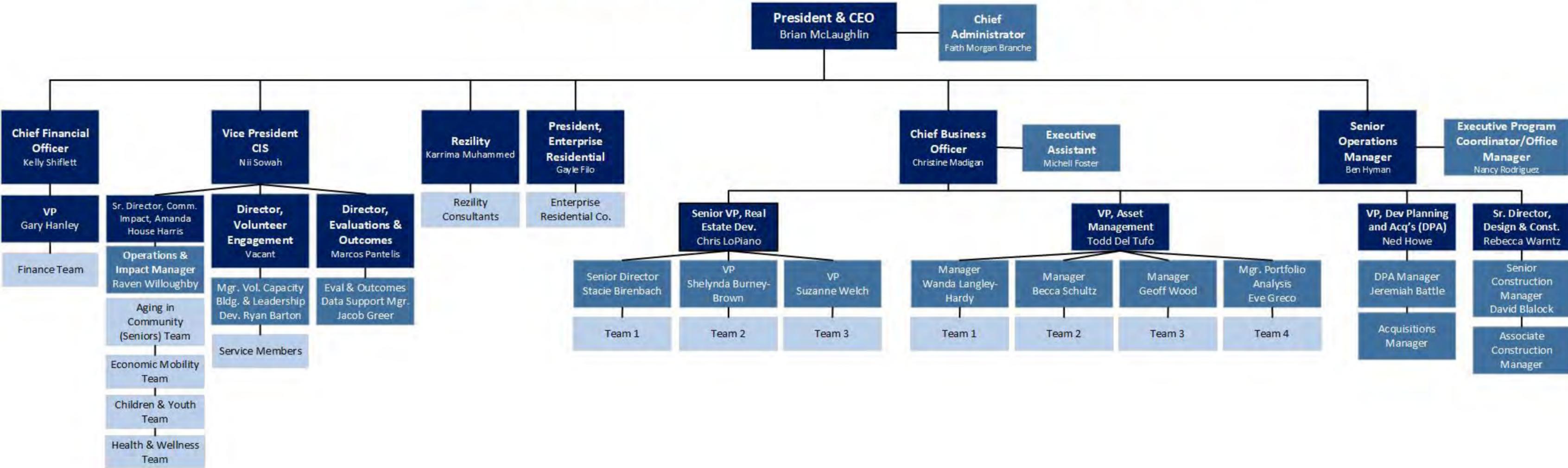
- **Delivery Model:** Our delivery model is still in line with the Direct Service designation though we do intend to incorporate more partner organizations in support of our growth strategy. As that occurs, we could eventually shift to the Hybrid Model.

- **Impact Areas:** The impact areas focused on by CIS have been adjusted as follows (logic models attached):
 - o Aging in Community – no change
 - o Health & Wellness – no change
 - o Children & Youth Education – updated to Children & Youth Development
 - o Economic Development – updated to Economic Security & Mobility
 - o Resident Engagement – no longer an Impact Area and instead outlined as a strategy used by both CIS and our internal property management company, Enterprise Residential.

- **Staff Assignments:** Staff were previously assigned to one to two communities and were projected to be assigned to two to five communities as our department grew – with stronger engagement of partners and volunteers to assist. We termed this shift our “Network Model” and piloted the approach in 2019. Through learnings of the pilot program, we recognized that our Community Network Managers struggled in being able to serve residents across multiple communities while focusing on all impact areas. As a result of these learnings, we now have staff serving under one impact area across multiple communities. This means that a community could have one to four staff assigned to it, depending on the specific needs of the residents of that community. The shift in these staff assignments occurred right as the COVID-19 pandemic was beginning and therefore delayed our full rollout of staff in their new roles to avoid gaps in service for residents. In the coming months, our focus will be getting staff fully settled into their new roles and adjusting, as necessary. We anticipate we will continue to adjust our approach as our department continues to increase the number of communities we serve.



ENTERPRISE COMMUNITY DEVELOPMENT



*CIS Teams part of draft framework, effective Q2 2020

Impact Area	Child and Youth Development
Resident Experience	ECD resident youth will have access to programs that support academic and social-emotional growth
Description	Child and Youth Development ensures that resident youth and their families are provided access to quality out-of-school time programming. This includes engaging pre-kindergarten youth in early childhood education programs, bringing elementary and secondary school youth into after-school programs, providing meaningful engagement in a structured environment during the summer, offering opportunities for social-emotional development, and engaging parents in their child(ren)'s educational well-being. We commit to be a supplemental part of a child's education, as well as committing to provide social-emotional engagement opportunities. DRAFT - 9/2/20

We provide connections to <i>Service Types</i>	As evidenced by <i>Measures</i>	Which leads to <i>Outcomes</i>	And results in <i>Impact</i>
Early Childhood Education – programs with a focus on educational and social-emotional development for youth ages 0 to 5	<ol style="list-style-type: none"> # of participants enrolled in individual program term All guardians complete an intake as part of term enrollment #/% of participants retained to complete program components (persistence) #/% of participants pre/post assessed Program attendance rate #/% completing program evaluations #/% of referrals made 	<p>Participant Indicator: Participants have increased school readiness and social-emotional growth #/% of participants meeting program targets' after months (as defined by each specific program)</p> <p>Participant Indicator: Increased parent engagement in children's education #/% of parents involved in program #/% of parents who expressed increased engagement in children's education</p>	<p>Increased early education readiness</p> <p>Increased access to out-of-school time programming</p> <p>Growth in social-emotional readiness</p> <p>Increased college and career readiness</p> <p>Students graduate from high school on-time</p> <p>Students are less likely to engage in risky behavior</p>
<p>Out-of-School Time Programs – programs for youth that focus on a particular sub ect or topic; while they may have an academic component, they are not a wholistic academic program, and can focus on socialization, sports/recreation, health and wellness, social-emotional growth, arts enrichment, or other areas</p> <p>Summer Camp/Summer Programs – programs that engage youth (preferably academically) during the summer months</p>	<ol style="list-style-type: none"> # of participants enrolled in individual program term All guardians complete an intake as part of term enrollment #/% of participants retained to complete program components (persistence) #/% of participants pre/post assessed Program attendance rate #/% completing program evaluations #/% of referrals made 	<p>Participant Indicator: Participants have increased academic and / or social-emotional growth/success #/% of participants meeting program targets' after months (as defined by each specific program)</p> <p>Participant Indicator: Increased parent engagement in children's education #/% of parents involved in program #/% of parents who expressed increased engagement in children's education</p>	<p>Increased access to out-of-school time programming</p> <p>Growth in social-emotional readiness</p> <p>Increased college and career readiness</p> <p>Students graduate from high school on-time</p> <p>Students are less likely to engage in risky behavior</p>

<p>After-School Programs (Academically Focused) – programs that serve youth in grades 1st through 12th with an academic focus, as well as social-emotional development opportunities; youth in grades 1st through 6th will have a specific focus on English/language arts and mathematics</p>	<ol style="list-style-type: none"> 1. # of participants enrolled in a school year / program term 2. All guardians complete an intake as part of term enrollment 3. #/% of participants retained to complete program components (persistence) 4. #/% of participants pre/post assessed (e.g. iReady reading diagnostic) 5. Report cards are tracked (if applicable) 6. Program attendance rate 7. #/% completing program evaluations 8. #/% of referrals made 	<p>Participant Indicator: Participants have increased academic growth/success #/% of participants meeting program targets' after months (as defined by each specific program) – for ECD run ASPs, iReady is recommended diagnostic tool to measure grade level reading readiness.</p> <p>Participant Indicator: Participants have increased socio-emotional growth/success #/% of participants meeting program targets' after months (as defined by each specific program)</p> <p>Participant Indicator: Increased parent engagement in children's education #/% of parents involved in program #/% of parents who expressed increased engagement in children's education</p>	<p>Increased access to out-of-school time programming</p> <p>Increased school readiness, academically and socially-emotionally</p> <p>Increased likelihood of remaining at or near grade level</p> <p>Increased college and career readiness</p> <p>Students graduate from high school on-time</p> <p>Students are less likely to engage in risky behavior</p>
<p>*One-to-One Referrals – a system of vetted community resources in which site staff make referrals</p>	<p>TBD</p>	<p>TBD</p>	<p>TBD</p>

**system to be created in new model framework*

***metrics are in the process of being developed for new model framework*

DRAFT – 9/2/20

Impact Area	Economic Security & Mobility
Resident Experience	ECD working-age adults will have access to programs and resource that support their economic and career goals.
Description	Through our Economic Security and Mobility initiative, working-age adults will have access to programs that increase their opportunity for economic and educational advancement. CIS will facilitate coordination of core programs such as job training, career planning strategies, computer technology training classes, and English Second Language courses to improve employability and education rates which results in residents actively achieving personal and professional goals.

We provide connections to	As evidenced by	Which leads to	And results in
<i>Service Types</i>	<i>Outputs</i>	<i>Outcomes (Short/Mid-Term)</i>	<i>Impact</i>
Workforce Development Classes and Certifications – programs that promote a new job-related knowledge and skills to improve employment opportunities	<ol style="list-style-type: none"> # of participants enrolled #/% of participants retained to complete program components (persistence) #/% of participants pre/post assessed Program attendance rate #/% completing program evaluations #/% of referrals made 	<p>Participant Indicator: Residents increase employment skills, work-readiness #/% of participants meeting program targets' after months (as defined by each specific program) #/% of those referred to a community asset resulting in a positive connection #/% of participants who receive certifications</p> <p>Participant Indicator: Residents are connected/engaged in relevant programs #/% of satisfied program participants</p>	Career and Educational Goals Are Met Increased Income Increased Housing Stability
Computer Literacy Courses – computer classes that offers hands-on training for adults in basic to advance computer skills	<ol style="list-style-type: none"> # of participants enrolled #/% of participants retained to complete program components (persistence) #/% of participants pre/post assessed Program attendance rate #/% completing program evaluations #/% of referrals made 	<p>Participant Indicator: Residents are connected/engaged in relevant programs #/% of satisfied program participants</p>	
English Second Language Classes – an English language learning course for adult residents were English is their second language	<ol style="list-style-type: none"> # of participants enrolled #/% of participants retained to complete program components (persistence) #/% of participants pre/post assessed Program attendance rate #/% completing program evaluations #/% of referrals made 	<p>Participant Indicator: Residents are connected/engaged in relevant programs #/% of satisfied program participants</p>	
One-to-One referrals - a system of vetted community resources in which site staff make referrals			

Impact Area	Health and Wellness
Resident Experience	Youth, families, and senior residents have pathways to live healthy, informed, and active lives.
Description	Through Health and Wellness initiatives, youth, families, and seniors will have reasonable access to fresh and affordable food; safe and robust fitness opportunities; accurate and actionable health and health care access information that supports their ability to make informed and healthy choices that lead to greater individual and household well-being. DRAFT - 8/12/20

We provide connections to	As evidenced by	Which leads to	And results in
<i>Service Types</i>	<i>Outputs</i>	<i>Outcomes (Short/Mid-Term)</i>	<i>Impact</i>
Food Pantries – a program where canned goods, nonperishables, dairy, eggs, and meats are stored on site, at the community center, to provide ready access to address emergency food needs and provide regular distribution to food insecure communities.	<ol style="list-style-type: none"> # of participants enrolled annually (membership) All participants complete an intake as part of annual membership, includes program evaluation at renewals Program use rate (non-mandatory attendance) #/% by program exit reason (TBD) Pounds/cost of food distributed by site by distribution event #/% of referrals made to other services/supports # of volunteers engaged and hrs. 	<p>Household Indicator: Proximity to healthy food increases #/% of households who increase consumption of healthy foods (Intake/Renewal form)</p> <p>Household Indicator: Food security increases #/% of households who report having enough food regularly</p> <p>Household Indicator: Consumption of fresh fruits and vegetables increases #/% of households who self-report (annual) increased consumption of fresh fruits and vegetable (Intake/Renewal form)</p>	<p>Food desert designated areas decrease #/% of communities in food desert (community scans)</p> <p># of food interventions per community/region/portfolio</p> <p>#/% of households indicating having enough food regularly (community surveys)</p>
Farmer’s Markets and Mobile Markets: Hosted at or near a community to provide access to fresh produce. These are usually seasonal interventions.	<ol style="list-style-type: none"> Program use rate (estimated participant count by event provided by partner) # of coupons distributed to households (usually in pantry settings) # of coupons received by partner during event # of volunteers engaged and hours 	<p>Community Indicator: Proximity to healthy food increases Average estimated participation</p> <p>Community Indicator: Consumption of fresh fruits and vegetables increases Average estimated participation # of coupons used</p>	<p>Strengthened local/regional food systems #/% of communities benefiting from scalable partnerships such as food bank interventions</p> <p>Health outcomes improve Social determinants of health proxy</p>

<p>Senior Food Delivery Programs (Senior Brown Bag, Grocery Plus): Seniors have access to free, consistent, and ongoing access to nutritious food through distribution lists. (most are free, but sometimes there is a fee to participate)</p>	<ol style="list-style-type: none"> 1. # of participants enrolled annually (membership) 2. All participants complete an intake as part of annual membership, includes program evaluation at renewals 3. Program use rate (all registered members are marked present automatically per event) 4. #/% by program exit reason (TBD) 5. # of volunteers engaged and hours 	<p>Household Indicator: Food security increases #/% of households who report having enough food regularly</p>	<p>Food desert designated areas decrease</p> <p>Health outcomes improve</p>
<p>Senior Food Congregate Meals Programs: Seniors have access to free, consistent, and ongoing access to nutritious food through meals offered in their community space. (Currently drop-in)</p>	<ol style="list-style-type: none"> 1. # of participants enrolled annually (membership recommended) 2. All participants complete an intake as part of annual membership, includes program evaluation at renewals (recommended) 3. Program use rate (non-mandatory attendance) 4. #/% by program exit reason (TBD) 5. #/% of referrals made to other services/supports by partner(s) 	<p>Participant Indicator: Food security increases #/% of participants who report having enough food regularly</p> <p>Participant Indicator: Sense of community (social connectedness) increases #/% of participants who report being connected with community members</p> <p>#/% of participants who report not feeling isolated</p>	<p>Food desert designated areas decrease</p> <p>Health outcomes improve</p> <p>Social connectedness improves</p>
<p>Youth Meal Programs: Youth receive free, consistent, and ongoing access to nutritious food.</p>	<ol style="list-style-type: none"> 1. # of participants enrolled during period of program (summer, winter, etc) 2. A guardian completes an intake as part of annual membership, includes program evaluation at end of program 3. Program use rate (all registered members are marked present automatically per event) 4. #/% by program exit reason (TBD) 5. # of volunteers engaged and hours 	<p>Participant Indicator: Food security increases #/% of youth who report having enough food regularly</p>	<p>School attendance and educational outcomes increase</p>
<p>Afterschool Snacks Program: Youth receive free, consistent, and ongoing access to nutritious food.</p>	<ol style="list-style-type: none"> 1. After school programs include a snack distribution as part of its programming. Automatically measured in afterschool program in CY. 2. Afterschool program attendance rate 	<p>Participant Indicator: Food security increases #/% of youth who report having enough food regularly</p> <p>Participant Indicator: Consumption of fresh fruits and vegetables increases #/% of participants who increased consumption of fresh fruits and vegetable (program data)</p>	<p>School readiness and engagement improves</p> <p>Socio-emotional and behavioral outcomes improve</p>

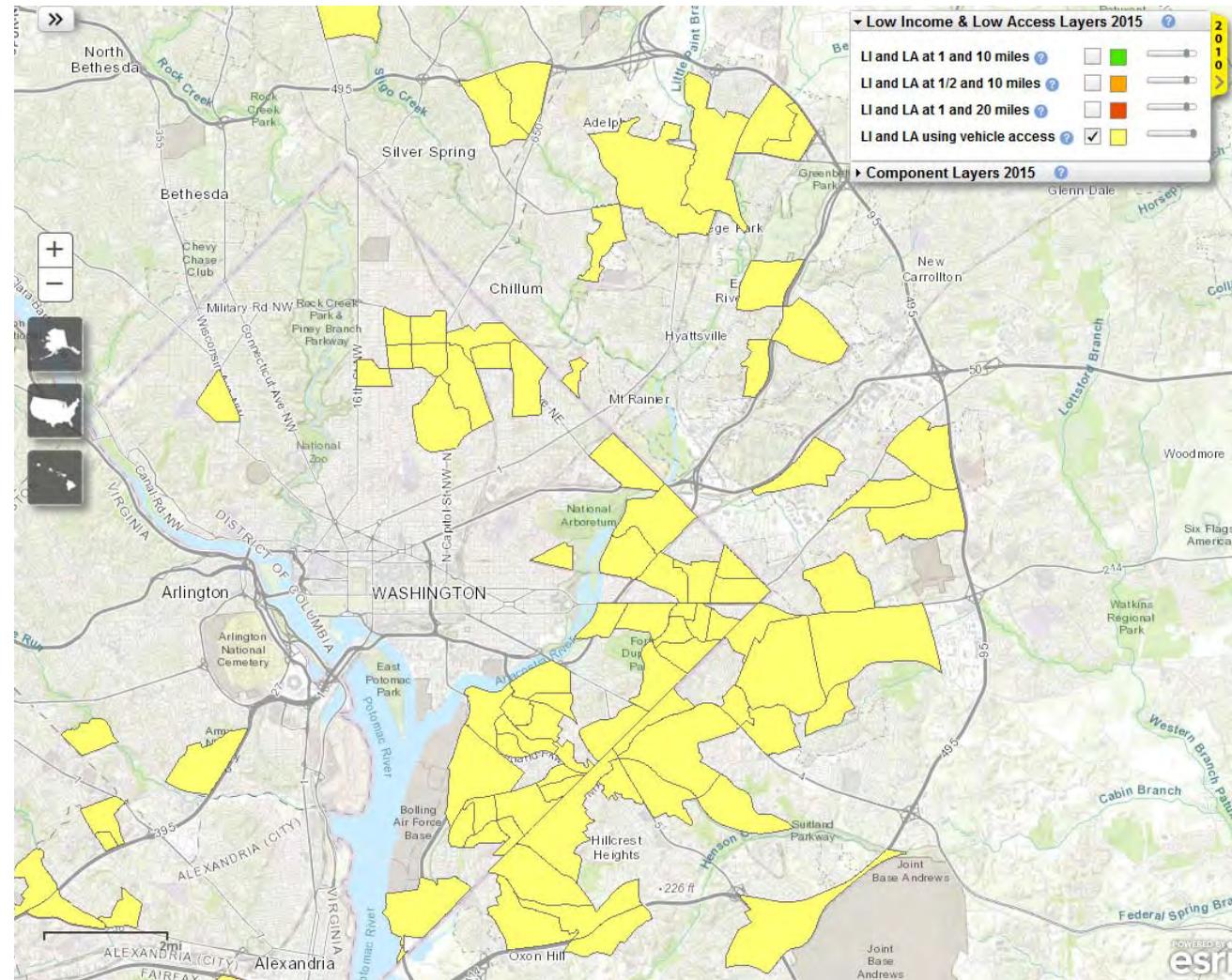
<p>Health/Fitness Classes (Drop-ins): Address wellness topics such as Wellness Checks, Healthy Eating, Health Fair, Cooking Classes, Yoga, Zumba, Chair Yoga, etc. These could run more than one time, but modules can be attended separately. Fitness classes require waiver.</p>	<ol style="list-style-type: none"> 1. Events attendance (sign-in sheet) 2. # of volunteers engaged and hours 3. Could have an evaluation form (health outcome met/not-met, satisfied, would come back, recommend to others, met my goals) 	<p>Participant Indicator: Health care conditions and preventable care is well managed #/% of participants who indicate they are in better health (pre/post program assessments, program observations).</p> <p>Participant Indicator: Health and well-being improve #/% of participants who self-report (pre/post program assessments, program observations) increased health.</p> <p>Participant Indicator: Awareness of, benefits of, and opportunities for, physical activity increases #/% of participants who self-report (pre/post program assessments) increased health</p> <p>Household Indicator: Knowledge of nutrition and healthy food preparation increases #/% of households who self-report (pre/post program assessments) increased health</p>	<p>Health indicators improve</p> <p>Health care access increases</p> <p>Health awareness increases</p> <p>Well-being and social connectedness improve</p>
<p>Health/Health Care Access Awareness/Fitness Short Programs (Rostered): OD Training, Smoking Cessation, Chronic conditions management, Aquatics, arate (multi-session educational programs). Usually requires a minimum number of seats registered. Fitness programs require waiver.</p>	<ol style="list-style-type: none"> 1. # of participants enrolled during period of program (if applicable, participants can enroll mid-way) 2. A participant completes an intake as part of registration 3. Pre/post to measure gains/changes designed in program 4. End of program evaluation at end of program 5. Program attendance rate (all enrolled members are observed present/absent per event) 6. #/% by program exit reason (TBD) 7. #/% of referrals made to program participants to other services/supports 		
<p>One-to-one information and referrals – a system of vetted community resources in which site staff provide information, make referrals, and may conduct access/benefit follow-up contact. Examples: <i>NIH, Mary Center, Community Nursing, Mental/Primary Health Care access, grief and loss, (case management partners???)</i></p>	<p>TBD – A central, essential service running across all impact areas, I&R and on-site assistance when possible/necessary.</p>	<p>TBD</p>	<p>Health indicators improve</p> <p>Health care access increases</p>

Index: Food access mapping:

<https://www.ers.usda.gov/data-products/food-access-research-atlas/go-to-the-atlas/>

Washington, D.C.

Low-income census tracts where more than 100 housing units do not have a vehicle and are more than 1 mile from the nearest supermarket, or a significant number or share of residents are more than 20 miles from the nearest supermarket.



Impact Area	Aging in Community
Resident Experience	ECD residents 50 years of age and older in both age-restricted and multifamily properties have access to benefits, resources, supportive services and programs that help them successfully age in their community.
Description	Through our Aging in Community Initiative, older adult residents have access to onsite programming and senior supportive services that improve healthy literacy, access to preventive health screenings and physical fitness. Older adult residents will be assessed to determine eligibility for benefits and subsidy programs; support access to health foods; and provide a space for social interaction. In addition, these programs will help support financial and housing stability and build a sense of community.

We provide connections to	As evidenced by	Which leads to	And results in
<i>Service Types</i>	<i>Outputs</i>	<i>Outcomes (Short/Mid-Term)</i>	<i>Impact</i>
Senior-focused Social Events – social activities that provide meaningful interactions between residents	1. Program use rate (estimated participant count by event)	Community Indicator: Sense of community (social connectedness) increases #/% of survey respondents who report being connected with community members #/% of survey respondents who report not feeling isolated	Health outcomes improve Social connectedness improves
Wellness Checks Program – verification of resident status (TBD)	1. # of participants enrolled 2. All participants complete an intake as part of annual program planning, includes program evaluation at renewals 3. TBD: Daily wellness checks 4. TBD: #/% of secondary checks or follow-ups 5. TBD: #/% of follow-ups to escalated checks 6. #/% by program exit reason (TBD) 7. # of volunteers engaged and hours	Community Indicator: Sense of community (social connectedness) increases #/% of survey respondents who report being connected with community members #/% of survey respondents who report not feeling isolated Participant Indicator: TBD #/% of follow-ups that result in further evaluations or referrals	Caregiver burden decreases Decrease in hospitalizations and ED utilization Social connectedness improves
Food Distribution Programs – Commodity Supplemental Food Program on-site that delivers food Health Literacy Classes – educational sessions on different aspects related to healthy living Physical Fitness program – classes organized that encourages physical health Chronic Disease Self-Management Programs – a program that teaches residents how to manage health conditions through lifestyle modifications	See Health and Wellness Logic Model	See Health & Wellness Logic Model	See Health & Wellness Logic Model

<p>Health Screening Partnerships – medical tests to check for diseases and health conditions</p>	<ol style="list-style-type: none"> 1. # of participants who use services provided (anonymous, duplicated counts) for drop-in like programming 2. Program use rate (estimated participant count by event provided by partner) if there is a more formal enrollment process 3. TBD: #/% partner specific outputs that are shareable (negotiated) 4. TBD: #/% referrals to services provided by partners (negotiated) 	<p>Participant Indicator: Residents are active in managing their health</p> <ol style="list-style-type: none"> 1. # of residents with appropriate health care coverage increases 2. # of residents being seen regularly by physicians increases 3. # of residents that receive preventative health screening preventatively increases 4. # of residents self-reporting good health increases 	<p>Decrease in hospitalizations and ED utilization</p> <p>Residents may age in place instead prematurely transferring to a long-term care facility.</p>
<p>*One-to-One referrals and assistance – a system of vetted community resources in which site staff make referrals</p> <p>Benefits supports – assistance with benefit eligibility and enrollment</p> <p>Client assistance model</p>	<p>TBD in separate Logic Model</p>	<p>TBD in separate Logic Model</p>	<p>TBD in separate Logic Model</p>

**system to be created in new model framework through the I&R, and Assistance working group*

Community Impact Strategies – Department Coordination and Operational Design

Description: The CIS model is built upon four impact areas that serve as the basis for all initiatives: Children & Youth Development, Health and Wellness, Economic Security and Mobility, and Aging in Community. The strategic identification, coordination and implementation of initiatives and partnerships that advance each area in the model is how ECD effectively lays the foundation for more vibrant communities. The focus on these areas has resulted in residents who live in safe and stable affordable housing, are more vested and engaged with each other, have safe socio-emotional and academic supports to succeed in school, are on a better pathway to achieve their career and post-secondary goals, and can access opportunities for a healthier life.

*Note: Italic items listed are coordination functions or products being defined and designed. **DRAFT 04/07/2020***

With these resources	We provide	As evidenced by	Which leads to	And results in
<i>Inputs</i>	<i>Coordination and Product Development</i>	<i>Outputs</i>	<i>Outcomes (Short/Mid-Term)</i>	<i>Impact</i>
<ul style="list-style-type: none"> • Impact Areas Framework – May 30 (*) • CIS and Organizational Goals – Apr 30 • Prior Year Impact Area and Service Types Performance Reports by Geographic Area • <i>Participatory Asset Mapping Toolkit</i> • Opportunity and Needs Assessment Instrument • <i>Community Impact and Action Planning Process and Procedures (includes goal prioritization criteria)</i> • Partnership Engagement Process and Procedures • Volunteer Engagement Framework <ul style="list-style-type: none"> ○ Volunteers • Performance and Outcomes Measurement Framework (*) 	<ul style="list-style-type: none"> • <i>Community Scans of Demographic Profiles, Opportunities/Assets, Gaps/Needs/Inequities, Resources, Partners (1)</i> <ul style="list-style-type: none"> ○ <i>During C-19 mitigation, approach and assess partners efforts, and plan for post C-19</i> • Develop/maintain community resources inventories (for Info & Referrals) <ul style="list-style-type: none"> ○ Establish active referral partners and data sharing agreements ○ <i>During C-19, focused resources to help residents address health and initial change in economy</i> • Make informed decisions about what services and partners to engage in certain communities • Conduct focused resident opportunities/needs surveys and conversations (2) • Compile and review resident assessments (from property management and resident surveys/conversations) (3) • Prioritize needs and opportunities identified 	<ul style="list-style-type: none"> #/% of communities with a community scan #/% of community/geographic area community resources created/updated by staff #/% of residents connected with vetted referral agencies by service types #/% of communities and service types pursued per geographic area and content area (planned, active, completed, cancelled) #/% of residents surveyed #/% residents consulted in community/asset-mapping conversations #/% of community/geographic area surveys and community conversation findings reports with priority lists to inform community planning (QA) #/% of community action plans containing clear goals with measurable indicators and targets #/% of community impact and action plans goals and metrics being tracked periodically and accurately (QA measure) 	<ul style="list-style-type: none"> • Better opportunities to succeed in school and post-secondary options • Improved financial well-being • Improved employment opportunities • Improved access to health care services • Improved food security • Reduced social isolation • Enhanced life-long learning • Supported daily activities for seniors and people with disabilities • Increased community pride and sense of belonging <p>Operational metric:</p> <p>#/% targets met within each impact area and within/across geographic areas</p> <p>#/% of best practices learned/revised to enhance/update impact area service types</p>	<p>Improved quality of life for residents and households in their communities</p>

<ul style="list-style-type: none"> • <u>Data & Information Management Protocols, Capacity, and Systems</u> • Resources allocation: <ul style="list-style-type: none"> ○ Budgeting ○ Staffing ○ Partner agreements/contracts • <u>Cross-departmental approach to community interventions planning (Exec, PM/CIS/ RDG, AM, DEV)</u> • Memberships in communities of practice in affordable housing and resident impact areas of knowledge/solutions – <u>SAHF - CORES commitments</u> 	<ul style="list-style-type: none"> • Identify and establish service partnerships or low-cost essential services to address resident related findings • Develop and <i>approve</i> geographic and community specific plans with goals, targets and measurable indicators; allocated resources • Implement solutions identified in community impact and action plans • Periodically assess services and partnerships progress <ul style="list-style-type: none"> ○ Determine and implement changes ○ Inform and communicate progress to stakeholders ○ Track progress towards goals and targets • <i>Engage in communities of practice in impact/content areas</i> 	<p>#/% of resources utilization (interim and final), including volunteer engagement levels</p> <p><i>#/% of engagements in community of practice related events by CIS staff</i></p>	<p><i>TBD: Need to develop coordination and products and define outputs for these:</i></p> <ul style="list-style-type: none"> • <i>Improved resident satisfaction</i> • <i>Increased length of stay</i> • <i>Increased positive move-outs</i> • <i>Reduced crisis interventions</i> • <i>Reduced number of evictions</i> • <i>Reduced number of vacancies</i> 	<p><i>Affordable housing crisis is reduced through increased affordable unit density and resident retention</i></p>
---	---	--	---	---

Note: *Italic items listed are coordination functions or products being defined and designed.*

DRAFT 04/07/2020

Telehealth

1030 Alston Court LLC has entered into an agreement with Augusta Resources for Resilience, Opportunity, and Wellness (ARROW) to provide telehealth services at no cost to the resident. Please see attached contract. Each unit will be eligible for 2 telehealth services per year through this partnership. The estimated annual expense for these services is on line 45 of the operating budget provided in the application.

BUSINESS ASSOCIATE AGREEMENT
PRIVACY AND SECURITY OF PROTECTED HEALTH INFORMATION

THIS BUSINESS ASSOCIATE AGREEMENT is made as of January 25th, 2024 by Augusta Resources for Resilience, Opportunity, and Wellness (herein referred to as "ARROW"), with offices at 11 Middlebrook Avenue; Staunton, VA 24401 and 1030 Alston Court LLC., (here in referred to as "Business Associate"), with offices at 8403 Colesville Rd, Silver Spring, MD 20910, a single-purpose LLC established for the creation/ownership of affordable multifamily housing units in the City of Waynesboro, Virginia.

This BUSINESS ASSOCIATE AGREEMENT (herein referred to as the "Agreement") constitutes a non-exclusive agreement between the Covered Entity, which administers health services, and the Business Associate named above.

The Covered Entity and Business Associate, as defined in section 160.103 of the Final HIPAA Privacy Rule, have entered into this Business Associate Agreement to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Final Privacy regulation requirements for such an Agreement, as well as our duty to protect the confidentiality and integrity of Protected Health Information (PHI) required by law, Department policy, professional ethics, and accreditation requirements. Parties signing this Agreement shall fully comply with the provisions of the Regulations implementing HIPAA. NOW THEREFORE, the parties, intending to be legally bound, agree as follows:

I. Definitions.

As used in this contract, the terms below will have the following meanings:

- a. Business Associate: A person or organization that performs a function or activity on behalf of the Covered Entity, but is not part of the Covered Entity's workforce. A business associate can also be a covered entity in its own right.
- b. Covered Entity: Includes 1) All health care providers who transmit any health information electronically in connection with standard financial or administrative transactions, 2) All health plans, 3) All health care clearinghouses. Covered entities are accountable for PHI.
- c. Protected Health Information (PHI): Any information that is created or received by a Covered Entity that relates to the past, present, or future physical or mental health or condition of an individual, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- d. Privacy Rule: Shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- e. Required By Law: Shall have the same meaning as the term "required by law" in 45 CFR 164.501

II. Obligations and Activities of Business Associate

- a. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required By Law.
- b. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.

- c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- d. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
- e. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- f. Business Associate agrees to provide access, at the request of Covered Entity, and in a timely manner, to Protected Health Information to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.
- g. Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, available to the Secretary of Health and Human Services, in a timely manner or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- h. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- i. Business Associate agrees to provide to Covered Entity or an Individual, in a timely manner, information collected in accordance with Section h of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

III. General Use and Disclosure Provisions

- a. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- b. Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

- c. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j) (1).
- d. Where applicable, the following provisions regarding disclosure of confidential substance abuse treatment and diagnostic information will be adhered to in accordance with 42 CFR 2:
 - a. Disclosure with consent must state the prohibition on re-disclosure
 - b. Sharing SA PHI with primary care providers, even physicians co-located at one's site, requires a release and is prohibited from re-disclosure without additional consent
 - c. PHI may conditionally be disclosed/re-disclosure for Research or Audits & Evaluations

III. Obligations of Covered Entity

Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions:

- a. Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected health Information.
- b. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected health information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
- c. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

IV. Permissible Request by Covered Entity

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

V. Termination

Covered Entity may immediately terminate this Contract if Covered Entity determines that Business Associate has violated a material term of this Contract. This Agreement shall remain in effect unless terminated for cause by [Covered Entity] with immediate effect, or until terminated by either party with not less than thirty (30) days prior written notice to the other party, which notice shall specify the effective date of the termination; provided, however, that any termination shall not affect the respective obligations or rights of the parties arising under any Documents or otherwise under this Agreement before the effective date of termination. Within thirty (30) days of expiration or earlier termination of this Contract, Business Associate shall return or destroy all PHI received from Covered Entity (or created or received by Business Associate on behalf of Covered Entity) that Business Associate still maintains in any form and retain no copies of such PHI. Business Associate shall provide a written certification that all such PHI has been returned or destroyed, whichever is deemed appropriate. If such return or destruction is infeasible, Business Associate shall use such PHI only for purposes that make such return or destruction infeasible and the provisions of this Contract shall survive with respect to such PHI.

VII. Effect of Termination

Tab T:

Funding Documentation



March 13, 2024

Rob Fossi
Enterprise Community Development
875 Hollins Street, Suite 202
Baltimore, MD 21201

RE: 1030 Alston Court – 9%, Waynesboro, VA (the “Development”)

Dear Mr. Fossi:

This letter of interest from Enterprise Housing Credit Investments, LLC (Enterprise) for providing equity through an investment fund which would be formed by Enterprise, to the Development, is valid for nine months from the date of this letter. Enterprise is one of the leading syndicators of low-income housing tax credits (“LIHTC”). Since the enactment of the federal Low Income Housing Tax Credit program in 1986, Enterprise has raised more than \$14 billion in equity for the development of low-income housing.

This letter of interest is based on a preliminary review of the information provided by you. This information indicates that the Development would generate an annual allocation of approximately \$1,052,666 in Federal LIHTC, \$240,000 in Federal 45L credits, and \$167,125 in Federal Solar Investment Tax Credits assuming the assumptions set forth in the pro forma are satisfied. We understand that the Development will use the Average Income Test. We understand that the credit amount may fluctuate, and we anticipate purchasing all available credits generated by the Development.

The pro forma presented to Enterprise as part of the preliminary submissions indicates pricing in the range of \$0.855 on the tax credit dollar for Federal LIHTC, Solar, and 45L. Based on these assumptions, the Development would generate an equity investment in the amount of approximately \$9,348,386. This estimate of pricing appears supportable if the transaction were to close today. The equity markets are extremely volatile at this point in time. The ultimate ability of Enterprise to close on this transaction will be determined by investor yield requirements and the availability of capital much closer to the time of closing.

Enterprise’s investor for this Development is expected to be a fund sponsored by Enterprise. Enterprise has reviewed the application for the Development and completed initial financial modeling and finds the Development to be feasible. We have not yet conducted a site visit, and we expect our third-party Market Analyst to complete their review approximately 60-90 days prior to closing. We anticipate Enterprise investment committee review will occur at least two weeks prior to the projected closing date. We will complete the majority of our due diligence prior to our committee date, with the final due diligence prior to closing. Enterprise will comply with the Virginia Department of Housing and Community Development (DHCD) regulations. Enterprise charges no syndication costs, other than third party review of construction plans and monitoring of progress, legal costs of approximately \$55,000, and an annual investor services fee of \$5,000.

Anticipated Equity Pay-In:

Milestone	Percentage of Equity
Initial Closing	10.00%
During Construction	10.00%
Completion	25.00%
Stabilization	53.82%
8609/Tax Return	1.18%

Once you have received a reservation of tax credits, please contact us so that we can continue the underwriting of the Development.

Sincerely,

Daniel J. Magidson, Vice President



Grant Award Notification (GAN)

1. Contact Information	Enterprise Community Development Corporation 875 Hollins St. Baltimore MD 21201 Kathleen Kramer, kkramer@ecdcommunities.org	
2. Virginia Housing Contact	Carina DeRoché, carina.deroche@virginiahousing.com	
3. Grant ID & Title	305575 - FY24 Community Impact Planning Grant	
4. Funding Opportunity	299451 - FY24 Community Impact Planning Grant	
5. Grant Agreement Type	Award	
6. Grant Award Type	New	
7. Grant Award Amount	\$44,100.00	Original Award
		Current Award
	\$44,100.00	Total Award
8. Period of performance	02/01/2024-01/31/2026	
9. Grant Authority	Virginia Housing	
10. FAIN	NA	
11. Award Date	2/1/2024	
12. Fund Source	Virginia Housing	
13. Indirect Cost Rate	.00%	
14. Special Terms & Conditions	<p><i>This award is further subject to the attached Grant Agreement and Funding Opportunity.</i></p> <p><i>The RPRG SCC registration information is to be submitted to VH before we will pay out any grant funds.</i></p>	
15. Program Specific Instructions	<p><i>The Project Planning must include all the required elements on page 11 of the Community Impact Handbook.</i></p> <p><i>The Area Market Study must include all the required elements on page 28 of the Community Impact Handbook.</i></p> <p><i>The Preliminary Architecture & Engineering Report must include all the required elements on page 32 of the Community Impact Handbook.</i></p> <p><i>The Site Planning must include all the required elements on page 33 of the Community Impact Handbook.</i></p>	

Monique S. Johnson, Ph.D.
Managing Director of Community Outreach

Monique S. Johnson

Date: Feb 20, 2024



**VIRGINIA HOUSING DEVELOPMENT AUTHORITY
299451 - FY24 Community Impact Planning Grant Grantee Agreement**

This Grantee Agreement is entered into as of the **2/1/2024**, by and between **the Virginia Housing Development Authority** "Virginia Housing" (Grantor) and **Enterprise Community Development Corporation** (Grantee).

ARTICLE I – GENERAL

Grantee is the recipient of a 299451 - FY24 Community Impact Planning Grant in the amount of \$44,100.00. This Grantee Agreement sets forth the terms and conditions under which Virginia Housing will provide grant funds to the Grantee. Grantee agrees to carry out its eligible activities under this Grantee Agreement. Virginia Housing shall be the first and primary point of contact on all matters of a technical nature. Grantee shall submit all reports and other materials following instructions provided by Virginia Housing. Written or oral instructions provided to the Grantee will supplement the Statement of Work described in this Grantee Agreement.

This Grantee Agreement is governed and controlled by Program Handbook, Notice of Funding Opportunity (NOFO) submitted application and any applicable grant agreement attachment.

ARTICLE II - DEFINITIONS

Eligible Activity meaning an activity that is both allowable and reimbursable under this Grantee Agreement as described in section IV.A.1.

Generally Accepted Accounting Principles or "GAAP" meaning a common set of accounting principles, standards and procedures that agencies must follow when they compile their financial statements.

ARTICLE III – PERIOD OF PERFORMANCE

This Agreement shall be effective upon signature by both Parties and shall apply, *nunc pro tunc*, to 2/1/2024, and shall expire on 1/31/2026, unless terminated earlier by agreement of the parties as defined in Article IX

ARTICLE IV – STATEMENT OF WORK

A. Grant Activities:

1. **Scope of Services.** The services proposed by the Grantee in the application approved by Virginia Housing and stored within the system of record represents the scope of services under the Grant. Grantee shall only use grant funds for eligible activities described in the Funding Opportunity and Program Handbook.

B. Requirements:

1. **Application.** Grantee must complete its application in its entirety in order to receive the grant funds described herein, the satisfaction of which is in the sole discretion of Virginia Housing.
2. **Programmatic Requirements.** Grantee must comply with most current programmatic requirements found in Program Handbook, as may be revised from time to time.
3. **Grant Management System (“GMS”).** GMS is Virginia Housing’s official system of record for grant administration. The system will be utilized to apply for grant funds and other administrative tasks including approved budget, reporting, and claims.
4. **Virginia Housing-funded Program Evaluation.** Grantee is required to coordinate and cooperate with Virginia Housing staff in research and evaluative studies related to the-Grant Funds.
5. **Virginia Housing Mandatory Training.** Virginia Housing Mandatory Meetings/Trainings. Grantee is required to attend all mandatory meetings/trainings, as determined by Virginia Housing. In the sole discretion of Virginia Housing, failure to attend mandatory meetings/trainings may result in Grantee being barred from future grants.
6. **Public Event/Press Distribution.** Grantee agrees to alert Virginia Housing/Grant Officer of any public event or press distribution that is tied to the grant award. Any use of Virginia Housing Logos must be requested in a timely manner prior to use and all marketing materials must be approved by Virginia Housing prior to use.

ARTICLE V – PRICE

- A. **Maximum Grant Amount.** Grantee shall be paid according to the terms of this Grantee Agreement for all work required, performed, and accepted under this Grantee Agreement in an amount not to exceed the amount shown in Article I of this Grantee Agreement.
- B. **Cost Reimbursement.** Grantee must submit claim based on actual expenses.
 1. **Allowable Expenses.** Virginia Housing shall pay Grantee, up to the Maximum Grant Amount as stated in Article I of this Grantee Agreement. Grantee is prohibited from using any part of this Grant to satisfy a delinquent debt. Allowable Costs are costs incurred in the performance of this Grant Agreement that are determined by Virginia Housing to be allowable, allocable, and reasonable in accordance with the:
 - Provisions of this Grantee Agreement, and
 - Virginia Housing’s Program Handbook
 2. **Indirect Cost Rates.** Unless the Grantee has an existing Negotiated Indirect Cost Rate Agreement (NICRA), Grantee may choose to take a ten percent (10%) de minimis indirect cost rate. Indirect costs may only be charged against salary unless stated in the NICRA. Organization must provide a current NICRA or statement on letterhead they will be using the (10%) de minimis rate. Indirect must be included in the budget not over the amount of eligible award.
 3. **Period of Availability of Funds.** Grantee may charge to the Grant only Allowable Costs resulting from obligations incurred during the Period of Performance.
 4. **Profits.** No fee, profit, or other increment above allowable costs shall be paid to the Grantee.
 5. **Grantees with Multiple Sources of Funding.** Grantee shall not be reimbursed by Virginia Housing under this Grantee Agreement for time spent providing services that are directly or indirectly reimbursed from any other source, including fees. Grantee shall include in its claim under this Grantee Agreement only the portion of those services for which the Grantee does not receive reimbursement from any other funding source. For oversight purposes, Virginia Housing reserves the right to request from Grantee, and other stakeholders if applicable, grant reporting data and information related to program, including non-Virginia Housing sources of funding.

- C. **Burden of Proof.** The burden of proof for services rendered rests with the Grantee. All supporting records are subject to inspection and audit by Virginia Housing at any time during and after the expiration of the Period of Performance as specified in Article III.
- D. **Restrictions on Use of the Grant Award.** The Grant Funds awarded under this Grantee Agreement shall be used in accordance with the terms of this Grantee Agreement, the Funding Opportunity, Application, Program Handbook . and applicable laws and regulations.

ARTICLE VI – REPORTING AND PAYMENTS

- A. **Claims.** A claim for reimbursement of funds, as applicable, is due to Virginia Housing via the Grants Management System as follows:
1. **Claim Schedule**
Claims for reimbursement of funds, as applicable, are due to Virginia Housing thirty days following the end of a quarter, via the Grants Management System. Agencies are required to submit claims on a quarterly basis from the day the grantee's period of pe
 2. **Itemized Accounting of Actual Costs**
 - Proof of payment must be kept on file for compliance review;
 - Amount requested cannot exceed the currently approved budget; and

***Virginia Housing will not accept/process claims after the end of the performance period**
- B. **Reports.**
1. Status reports, as applicable, are due to Virginia Housing thirty days following the end of a quarter, via the Grants Management System. Agencies are required to submit reports on a quarterly basis from the day the grantee's period of performance begins.
- C. **Programmatic Reporting Requirements.** Virginia Housing may withhold payment to Grantee if, in the sole opinion of Virginia Housing, any programmatic reporting requirements have not been satisfied or are not being satisfied.
1. **Payments to Grantee.** Grant funds will be provided to Grantee after evaluation of the required deliverables of the grant.
 2. **Billing Methodology.** Grantee must clearly explain the methodology employed to calculate reimbursement.
 3. **Documentation of Expenses.** Grantee must maintain source documentation of direct costs, such as invoices, receipts, cancelled checks to support all invoices for payment. This information must be made available to Virginia Housing upon request and maintained for a period of at least three (3) years after the expiration of the Grant period or date of last payment, whichever occurs first. Grantee must be able to demonstrate and document the actual cost of service provision. The amount billed to the grant cannot exceed the actual cost of providing the service.
 4. **Standards for Financial Management Systems.** Grantee shall maintain and operate financial management systems that meet or exceed the GAAP requirements for funds control and accountability.
 5. **Withholding of Funds.** Virginia Housing may withhold payment to a Grantee if any project objective, term or condition of this Grantee Agreement is not being satisfied, including reporting requirements. This includes but is not limited to the failure of Grantee to produce the deliverables of the grant in a manner deemed sufficient by Virginia Housing. Virginia Housing may also withhold payment to Grantee if Grantee is suspended or terminated from any other Virginia Housing or local, state or federal government program, voluntarily or involuntarily placed on inactive status by Virginia Housing or suspended or terminated from Virginia Housing's Program.
 6. **Overdue Reports.** No payment request shall be approved for a Grantee who has an overdue or incomplete report until a complete report has been submitted and approved by Virginia Housing.
 7. **Funds Recapture.** Virginia Housing may recapture any unspent funds. Grantee is required to cooperate with recapture requests, including any paperwork requests. Virginia Housing may utilize recaptured funds in other ways authorized by Virginia Housing.

ARTICLE VII – SECURITY OF CONFIDENTIAL INFORMATION

- A. **Security.** Grantee shall secure, under lock and key if applicable, all personal information regarding clients, whether such information is generated by the agency itself or received from outside sources. This includes securing notes on counseling sessions, and any other information regarding individual clients. Grantee shall not disclose such information to anyone other than Virginia Housing or other parties to whom the client consents release of the information.
- B. **Confidentiality.** If applicable, Grantee must ensure its systems protect the confidentiality of each client’s personal and financial information, regardless of whether the information is received from the client or from another source, or is collected electronically or on paper. Grantee must ensure that neither they nor their vendor discloses the information in the client’s individual file to anyone except for authorized agency personnel and Virginia Housing. Any disclosure of client information requires the express permission of the recipient whose information is to be shared.

ARTICLE VIII – COMPLIANCE

- A. **Virginia Housing Oversight.** Grantee must cooperate with all Virginia Housing oversight activities, requests for access to facilities, requests for access to agency’s files, and requests for information, including, but not limited to, financial records. If Grantee, including those agencies that provide legal services, has other obligations that require information to be kept confidential, Grantee must take measures to ensure that Virginia Housing has access to files and information for audit and oversight purposes that demonstrates to the satisfaction of Virginia Housing that the Grantee is in compliance with requirements of this Grant Agreement. Upon written request from Virginia Housing, Grantee agrees to provide to Virginia Housing any of the above-referenced documents and/or allow access to such documents within fifteen (15) days of said notice. Grantee will be notified at least fifteen (15) days prior to reviews.
- B. **Reviews/ Audits.** Virginia Housing may conduct a review of the Grantee program operations to ensure proper accountability and compliance with program requirements and achievement of performance goals. Using the findings of the review, Virginia Housing may determine whether to continue participation unconditionally or conditionally. Additionally, the findings of a review may serve as a basis for determining future grant funding. The Grantee will be notified at least fifteen (15) days prior to reviews.
 - a. Whenever possible, Virginia Housing and/or third parties acting on behalf of Virginia Housing will give Grantee fifteen (15) days’ notice before conducting an on-site review. However, in situations where a specific concern warrants immediate action, Virginia Housing and/or third parties acting on behalf of Virginia Housing reserves the right to give less than fifteen (15) days’ notice.
 - b. Virginia Housing and/or third parties acting on behalf of Virginia Housing shall have the right to request, and Grantee hereby agrees to comply with any and all requests by Virginia Housing, copies of financial audits conducted during the Agreement period.
- C. **Virginia Housing-funded Program Evaluation.** Grantee is required to coordinate and cooperate with Virginia Housing staff in research and evaluative studies related to the Grant Funds.
- D. **Record-Keeping Requirements.** Grantee agrees to retain all financial records, supporting documentation, statistical records, and all other records pertinent to this Agreement for a period of three (3) years. The only exceptions are the following:
 - i. If any litigation, claim or audit is started before expiration of the three (3) year period, the records shall be retained until the litigation, claims or audit findings involving the records have been resolved and final action taken.

- ii. Records for real property and equipment acquired shall be retained for three (3) years after final disposition.
- iii. Note that Grantee may also be subject to record retention requirements under other applicable laws and regulations.

b. **Type of Record Keeping System.** Grantee may use any record keeping system provided that the chosen system results in a complete and accurate set of records that are retained per the requirements in this agreement. The resulting records must enable easy monitoring by Virginia Housing when conducting a performance review of the Grantee's activities.

E. Virginia Housing Mandatory Training. Virginia Housing Mandatory Meetings/Trainings. Grantee is required to attend all mandatory meetings/trainings, as determined by Virginia Housing. In the sole discretion of Virginia Housing, failure to attend mandatory meetings/trainings may result in Grantee being barred from future grants.

F. Disclose Investigations. Grantee is required to report to Virginia Housing within (15) days if subject to unresolved findings as a result of government audit or investigations.

G. Assurances and Certifications. Grantee assures that it, its program branches and affiliates will:

- a. Administer services in accordance with all applicable federal, state, and local laws, rules, regulations, and ordinances which are hereby incorporated by reference herein.
- b. Pursue the mission of the organization without any conflict of interest by Grantee, its paid and volunteer staff, or board members that may compromise the Grantee's ability to further its mission in accordance with Virginia Housing's stated mission and requirements outlined in this agreement.
- c. Additionally, Grantee certifies:
 - i. That it is acting on its own behalf and is not under the influence, control, or direction of any outside party seeking to derive a profit or gain from its clients.
 - ii. That it meets the applicable accessibility requirements of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), 24 CFR Parts 8 and 9, and the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and that the facilities provide accessibility features for persons with disabilities and elderly persons, or will arrange to meet with such persons at an alternative accessible location or format.
 - iii. That the Grantee nor any employee, board member, or partner has been suspended, debarred, or otherwise restricted under any federal or state program.
 - iv. That the Grantee, or any of its employees, board members, partners, or affiliates has never been indicted for, or convicted of, a criminal offense that reflects upon the responsibility, integrity, or ability of the agency to participate in grant activities. An offense includes any criminal offense that can be prosecuted at a local, state, or federal level.
 - v. That the Grantee, or any of its employees, board members, partners, or affiliates have never been subject to unresolved findings as a result of HUD or other government audit or investigations.
 - vi. That it has a current certificate of good standing in all states in which it operates.
 - vii. That it is currently authorized to do business in all states where it proposes to provide counseling services.
 - viii. That it will not permit discrimination against clients on the basis of their gender, race, religion, color, familial status, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation, or physical, mental, emotional or learning disability.
 - ix. That it shall comply with quality control, compliance, and evaluation of the programs for 3 years following the completion of the performance period or when funds in the performance pool are fully utilized, whichever is last.
 - x. No staff, board member, or partner of the Grantee stands to benefit financially from this Grantee Agreement.

- xi. That it has documentation to support the representations made with regard to capacity and past successful performance.

ARTICLE IX – DEFAULT, REMEDY, SUSPENSION AND TERMINATION

- A.** Virginia Housing reserves the right to immediately upon notification, suspend or terminate this Agreement with any Grantee who fails to comply with the terms and conditions of the Agreement up to and including:
 - a. Any material failure by Grantee to comply with the terms and conditions of this Agreement.
 - b. Any failure by Grantee to comply with a statute, regulation, or other requirement
 - c. Failure by Grantee to expend funds in accordance with requirements;
 - d. Grantee fails to return funds subject to recapture to Virginia Housing within the required timeframe;
 - e. Grantee becomes the subject of a federal, state, or local investigation, whether criminal, civil or otherwise;
 - f. Grantee becomes a going concern; becomes insolvent, defunct, or commences bankruptcy proceedings;
 - g. Any director, officer or manager of Grantee engages in fraud, willful misconduct, gross negligence or misappropriate any funds;
 - h. Acts or omissions made by the Grantee and/or third parties acting on behalf of Grantee, in the sole and reasonable determination of Virginia Housing, may cause Virginia Housing significant reputational harm; and/or
 - i. Any misrepresentation which, if known by Virginia Housing, would have resulted in funds not being disbursed.

If non-compliance occurs, Grantee agrees to notify Virginia Housing. In the event that Virginia Housing becomes aware of an issue, Virginia Housing shall provide a reasonable opportunity to respond or to take corrective action as appropriate. Virginia Housing reserves the right to suspend disbursements to Grantee during this corrective action time period, commensurate with the seriousness of the non-compliance. Virginia Housing reserves the right to place additional conditions on the continuance of the Agreement if appropriate.

- B. Suspension.** If Grantee is unable to address the non-compliance to the satisfaction of Virginia Housing within the timeframe specified, Grantee shall be placed in “Suspended” status until the time that the non-compliance is addressed to the satisfaction of Virginia Housing, but no longer than six months from the date of the notice of suspension. During the time suspension period, payments shall be discontinued and/or withheld until the non-compliance is addressed to the satisfaction of Virginia Housing. Virginia Housing reserves the right to extend “Suspended” status for a reasonable time period beyond six months under special circumstances as defined by Virginia Housing.
- C. Default and Termination.** If Grantee fails to resolve the non-compliance to the satisfaction of Virginia Housing within six months of the date of the notice of suspension, or within any extended timeframe previously approved, Virginia Housing may take one or more of the following actions: (1) recover misspent or unspent funds, (2) de-obligate awarded but un-disbursed funds, (3) terminate the Agreement for cause, or (4) take other remedies that may be legally available. Upon termination of the Agreement, all unspent funds (as determined by Virginia Housing) shall revert immediately to Virginia Housing, either in the form of recapture or de-obligation.
- D.** Virginia Housing reserves the right to amend or cancel this grant agreement at any time with written notice to be provided to the Grantee. Upon termination of the Agreement, all unspent funds (as determined by Virginia Housing) shall revert immediately to Virginia Housing, either in the form of recapture or de-obligation.

ARTICLE X – AUDIT REQUIREMENTS

- A. **Independent Audit.** Grantee may be required to receive an independent audit, at its own expense, no more than twelve (12) months before the execution of this grant agreement. If grantee is unable to meet this requirement, Virginia Housing reserves the right to require an independent audit at the grantee's expense.

- B. **Audit Confirmation.** Audit confirmation requests should be mailed directly to accounts payable at:

Virginia Housing Accounts Payable
601 S. Belvidere Street
Richmond, VA 23220

- C. **Auditing.** Grantee agrees to cooperate fully with Virginia Housing, its agents, authorized representatives, and third-party contractors as they perform evaluation, monitoring, quality control, audit, audit-related activities and compliance reviews.

ARTICLE XII - MARKETING

By accepting the grant described herein, Grantee authorizes Virginia Housing to use Grantee's name, logo and trademark in connection with certain promotional materials that Virginia Housing may disseminate to the public. Should Grantee desire to inform Virginia Housing of specific projects accomplished as a result of the grant, Grantee should contact Virginia Housing at the following email address: Marketing@VirginiaHousing.com.

IN WITNESS WHEREOF, each of the Parties has caused the following 299451 - FY24 Community Impact Planning Grant Agreement to be executed by its duly authorized officer or agent. No alterations of the official version of the 299451 - FY24 Community Impact Planning Grant Agreement delivered by Virginia Housing to Grantee have been accepted unless such change is acknowledged by Virginia Housing through a signature on the page of the Grant Agreement containing such change.

Virginia Housing Development Authority

Monique S. Johnson

Monique S. Johnson, Ph.D.

Managing Director of Community Outreach

Date: Feb 20, 2024

Grantee

Kathleen Kramer

Name: Kathleen Kramer

Title: Real Estate Development Manager

Date: Feb 20, 2024



March 11, 2024

Mr. Matt Engel
Enterprise Community Development Inc.
8403 Colesville Road, Suite 1150
Silver Spring, Maryland 20910

Re: 1030 Alston Court – 9%

Dear Mr. Engel:

Thank you for responding to the Waynesboro Redevelopment and Housing Authority's Request for Proposal for Project-Based Housing Choice Vouchers issued on January 13, 2024.

In response to your proposal, I am pleased to inform you that you have been awarded eight (8) project-based vouchers for the 1030 Alston Court-9% project located at 1030 Alston Court in Waynesboro, Virginia. The term of the PBV's will be 20 years and is subject to satisfactory approval by HUD of a Part 58 Environmental Review and Subsidy Layering Review. Upon completion of these conditions, WRHA will enter into a Housing Assistance Payment contract with the owner. This commitment is effective immediately and is conditioned upon the project's successful award of Low Income Housing Tax Credits.

Alston Court will be an important addition of the affordable housing portfolio in the City of Waynesboro and your proposed units to meet UFAS compliance would be a perfect fit with the anticipated HAP contract. We look forward to working closely with you in the near future.

Please don't hesitate to contact me if you should have any further questions.

Sincerely,

Kimberly D. Byrd
Executive Director
Waynesboro Redevelopment and Housing Authority

Tab U:

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



Whether it's a house, apartment, duplex or townhouse, renting can have its advantages over purchasing. Here are some resources to help you understand and explore your options for finding affordable rental housing in Virginia. As a renter, you have certain rights that protect you and your interests, but you also have responsibilities. Become familiar with what you need to know. Virginia Housing provides Renters the opportunity to complete free courses and access other resources at their website. Renters are encouraged but not required to access this information. To begin, Renters need to create an account on the VHDA website that is included in the links below. The eBook is a comprehensive resource that covers financial readiness, credit, searching for rentals, the application, the lease agreement, security deposit, tenant rights & responsibilities, housekeeping, and maintenance & repairs. The online course is available in both English and Spanish. It is comprised of nine (9) standalone modules/chapters and is available 24 hours a day. A Certificate of Completion is made available at the completion of each chapter. Renters can download the certificate, print, save, and share by email if desired. Links for Assistance to Renters Before Taking the Renter Education Program:

<https://www.virginiahousing.com/renters>

<https://www.virginiahousingsearch.com/Resources.html>

<https://www.virginiahousing.com/renters/education>

Acknowledgment of Renter of _____ (Apartments):

Signature: _____ Dated: _____

Printed: _____

Tab V:

Nonprofit or LHA Purchase Option or Right of First
Refusal

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO
Klein Hornig LLP
1325 G Street NW, Suite 770
Washington, DC 20005
Attn: Jessica Worthington

RIGHT OF FIRST REFUSAL AGREEMENT
(1030 Alston Court Apartments)

RIGHT OF FIRST REFUSAL AGREEMENT (the “Agreement”) dated as of March 13, 2024 by and among **1030 ALSTON COURT LLC**, a Virginia limited liability company (the “Owner” or the “Company”), **ENTERPRISE COMMUNITY DEVELOPMENT, INC.**, a Maryland non-stock nonprofit corporation (the “Grantee”), and is consented to by **1030 ALSTON COURT MM LLC**, a Virginia limited liability company (the “Managing Member”), **[INVESTOR ENTITY]**, a [_____] limited liability company (the “Investor Member”) and [_____] **SPECIAL LIMITED PARTNER, L.L.C.**, a [_____] limited liability company (the “Special Member”). The Managing Member, the Investor Member and the Special Member are sometimes collectively referred to herein as the “Consenting Members”. The Investor Member and Special Member are sometimes collectively referred to herein as the “Non-Managing Members”. This Agreement shall be fully binding upon and inure to the benefit of the parties and their successors and assigns to the foregoing.

Recitals

- A. The Owner, pursuant to its [Amended and Restated] Operating Agreement dated on or about the date hereof by and among the Consenting Members (the “Operating Agreement”), is engaged in the ownership and operation of a 48-unit apartment project for families located in Waynesboro, Virginia and commonly known as “1030 Alston Court – 9%” (the “Project”). The real property comprising the Project is legally defined on **Exhibit A**.
- B. The Grantee is the sole member of the Managing Member of the Owner and is instrumental to the development and operation of the Project; and
- C. The Owner desires to give, grant, bargain, sell and convey to the Grantee certain rights of first refusal to purchase the Project on the terms and conditions set forth herein;
- D. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Operating Agreement.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises of the parties hereto and of other good and valuable consideration, the receipt and sufficiency of which the parties hereto acknowledge, the parties hereby agree as follows:

Section 1. Right of First Refusal

The Owner hereby grants to the Grantee a right of first refusal (the “Refusal Right”) to purchase the real estate, fixtures, and personal property comprising the Project or associated with the physical operation thereof and owned by the Company at the time (the “Property”), for the price and subject to the other terms and conditions set forth below. The Property will include any reserves of the Partnership that is required by Virginia Housing Development Authority (“Virginia Housing” or the “Credit Authority”) or any lender of a loan being assumed in connection with the exercise of the Refusal Right to remain with the Project.

Section 2. Exercise of Refusal Right; Purchase Price

- A. After the end of the Compliance Period, the Company agrees that it will not sell the Property or any portion thereof to any Person without first offering the Property to the Grantee (the “Refusal Right”), for the Purchase Price (as defined in Section 3); *provided, however*, that such Refusal Right shall be conditioned upon the receipt by the Company of a “bona fide offer” (the acceptance or rejection of which shall not require the Consent of the Members). The Company shall give the notice of its receipt of such offer (the “Offer Notice”) and shall deliver a copy of the Offer Notice to the Grantee. Upon receipt by the Grantee of the Offer Notice, the Grantee shall have 90 days to deliver to Company a written notice of its intent to exercise the Refusal Right (the “Election Notice”). An offer made with the purchase price and basic terms of the proposed sale from a third party shall constitute a “bona fide offer” for purposes of this Agreement. Such offer (i) may be solicited by the Grantee or the Managing Member (with such solicitation permitted to begin at any time following the end of the fourteenth (14th) year of the Compliance Period provided that the Election Notice may not be sent until the end of the Compliance Period) and (ii) may contain customary due diligence, financing, and other contingencies. Notwithstanding anything to the contrary herein, a sale of the Project pursuant to the Refusal Right shall not require the Consent of the Non-Managing Members [or of Virginia Housing].
- B. If the Grantee fails to deliver the Election Notice within ninety (90) days of receipt of the Offer Notice, or if such Election Notice is delivered but the Grantee does not consummate the purchase of the Project within 270 days from the date of delivery of the Election Notice (each, individually, a “Terminating Event”), then its Refusal Right shall terminate and the Company shall be permitted to sell the Property free of the Refusal Right.

Section 3. Purchase Price; Closing

- A. The purchase price for the Property pursuant to the Refusal Right (the “Purchase Price”) shall equal the sum of (i) the principal amount of all outstanding indebtedness secured by the Project, and any accrued interest on any of such debts and (ii) all federal, State, and local taxes attributable to such sale, including those incurred or to be incurred by the partners or members of the Non-Managing Members. Notwithstanding the foregoing, however, the Purchase Price shall never be less than the amount of the “minimum purchase price” as defined in Section 42(i)(7)(B) of the Code. The Refusal Right granted hereunder is intended to satisfy the requirements of Section 42(i)(7) of the Code and shall be interpreted consistently therewith. In computing such price, it shall be assumed that each of the Non-Managing Members of the Owner (or their constituent partners or members) has an effective combined federal, state and local income tax rate equal to the maximum of such rates in effect on the date of Closing.
- B. All costs of the Grantee’s purchase of the Property pursuant to the Refusal Right, including any filing fees, shall be paid by Grantee.
- C. The Purchase Price shall be paid at Closing in one of the following methods:
- (i) the payment of all cash or immediately available funds at Closing, or
 - (ii) the assumption of any assumable Loans if Grantee has obtained the consent of the lenders to the assumption of such Loans, which consent shall be secured at the sole cost and expense of Grantee; provided, however, that any

Purchase Price balance remaining after the assumption of the Loans shall be paid by Grantee in immediately available funds.

Section 4. Conditions Precedent; Termination

A. Notwithstanding anything in this Agreement to the contrary, the right of the Grantee to exercise the Refusal Right and consummate any purchase pursuant thereto is contingent on each of the following being true and correct at the time of exercise of the Refusal Right and any purchase pursuant thereto:

- (i) the Grantee or its assignee shall be a “qualified nonprofit organization” as defined in Section 42(h)(5)(C) of the Code or another qualified purchaser described in Section 42(i)(7)(A) of the Code (collectively, each, a “Qualified Beneficiary”); and
- (ii) the Project continues to be a “qualified low-income housing project” within the meaning of Section 42 of the Code.

B. This Agreement shall automatically terminate upon the occurrence of any of the following events and, if terminated, shall not be reinstated unless such reinstatement is agreed to in a writing signed by the Grantee and each of the Consenting Members:

- (i) the transfer of the Property to a lender in total or partial satisfaction of any loan; or
- (ii) any transfer or attempted transfer of all or any part of the Refusal Right by the Grantee, whether by operation of law or otherwise, except as otherwise permitted under Section 7 of this Agreement; or
- (iii) the Project ceases to be a “qualified low-income housing project” within the meaning of Section 42 of the Code, or
- (iv) the Grantee fails to deliver its Election Notice or consummate the purchase of the Property within the timeframes set forth in Section 2 above.

C. If the Investor Member removes the Managing Member from the Company for failure to cure a default under the Operating Agreement, the Investor Member may elect to release this Agreement as a lien against the Project upon first obtaining the prior written consent of Virginia Housing, which consent may be granted or withheld in Virginia Housing’s sole discretion.

Section 5. Contract and Closing

Upon determination of the purchase price, the Owner and the Grantee shall enter into a written contract for the purchase and sale of the Property in accordance with the terms of this Agreement and containing such other terms and conditions as are standard and customary for similar commercial transactions in the geographic area which the Property is located, providing for a closing (the “Closing”) to occur in Waynesboro, Virginia not later than the timeframes set forth in Section 2. In the absence of any such contract, this Agreement shall be specifically enforceable upon the exercise of the Refusal Right.

Section 6. Conveyance and Condition of the Property

The Owner’s right, title and interest in the Property shall be conveyed by quitclaim deed, subject to such liens, encumbrances and parties in possession as shall exist as of the date of Closing. The Grantee shall accept the Property “**AS IS, WHERE IS**” and “**WITH ALL FAULTS AND DEFECTS,**” latent or otherwise, without any warranty or representation as to the condition thereof whatsoever, including

without limitation, without any warranty as to fitness for a particular purpose, habitability, or otherwise and no indemnity for hazardous waste or other conditions with respect to the Property will be provided. It is a condition to Closing that all amounts due to the Owner and the Investor Member from the Grantee or its Affiliates be paid in full. The Grantee shall pay all closing costs, including, without limitation, the Owner's attorney's fees. Upon closing, the Owner shall deliver to the Grantee, along with the deed to the property, an ALTA owner's title insurance policy dated as of the close of escrow in the amount of the purchase price, subject to the liens, encumbrances and other exceptions then affecting the title.

Section 7. Transfer

The Refusal Right shall not be transferred to any Person without the Consent of the Investor Member, except that the Grantee may assign all or any of its rights under this Agreement to an Affiliate of Grantee (a "Permitted Assignee") at the election and direction of the Grantee or to any assignee that shall be a "qualified nonprofit organization" as defined in Section 42(h)(5)(C) of the Code or another qualified purchaser described in Section 42(i)(7)(A) of the Code (collectively, each, a "Qualified Beneficiary").

In the case of any transfer of the Refusal Right (i) all conditions and restrictions applicable to the exercise of the Refusal Right or the purchase of the Property pursuant thereto shall also apply to such transferee, and (ii) such transferee shall be disqualified from the exercise of any rights hereunder at all times during which Grantee would have been ineligible to exercise such rights hereunder had it not effected such transfer.

Section 8. Rights Subordinate; Priority of Requirements of Section 42 of the Code

This Agreement is subordinate in all respects to any regulatory agreements and to the terms and conditions of the Mortgage Loans encumbering the Property. In addition, it is the intention of the parties that nothing in this Agreement be construed to affect the Owner's status as owner of the Property for federal income tax purposes prior to exercise of the Refusal Right granted hereunder. Accordingly, notwithstanding anything to the contrary contained herein, both the grant and the exercise of the Refusal Right shall be subject in all respects to all applicable provisions of Section 42 of the Code, including, in particular, Section 42(i)(7). In the event of a conflict between the provisions contained in this Agreement and Section 42 of the Code, the provisions of Section 42 shall control.

Section 9. Option to Purchase

- A. The parties hereto agree that if the Service hereafter issues public authority to permit the owner of a low-income housing tax credit project to grant an "option to purchase" pursuant to Section 42(i)(7) of the Code as opposed to a "right of first refusal" without adversely affecting the status of such owner as owner of its project for federal income tax purposes, then the parties shall amend this Agreement and the Owner shall grant the Grantee an option to purchase the Property at the Purchase Price provided in Section 3 hereof and that meets the requirements of Code Section 42(i)(7).
- B. If the Service hereafter issues public authority to permit the owner of a low-income housing tax credit project to grant a "right of first refusal to purchase partner interests" and/or "purchase option to purchase partner interests" pursuant to Section 42(i)(7) of the Code (or other applicable provision) as opposed to a "right of first refusal to purchase the Project" without adversely affecting the status of such owner as owner of its project for federal income tax purposes (or the status of the Investor Member as a partner of the Company for federal income tax purposes) then the parties shall amend this Agreement and the Investor Members shall provide a right of first refusal and/or purchase option, as the case may be, to acquire their

Interests for the Purchase Price provided in Section 3 hereof and that meets the requirements of Code Section 42(i)(7).

Section 10. Notice

Except as otherwise specifically provided herein, all notices, demands or other communications hereunder shall be in writing and shall be deemed to have been given and received (i) two (2) business days after being deposited in the United States mail and sent by certified or registered mail, postage prepaid, (ii) one (1) business day after being delivered to a nationally recognized overnight delivery service, (iii) on the day sent by telecopier or other facsimile transmission, answer back requested, or (iv) on the day delivered personally, in each case, to the parties at the addresses set forth below or at such other addresses as such parties may designate by notice to the other party:

- (i) If to the Owner, at the principal office of the Company set forth in Article II of the Operating Agreement;
 - (ii) If to a Consenting Member, at their respective addresses set forth in Schedule A of the Operating Agreement;
 - (iii) If to the Grantee, 8403 Colesville Rd., Suite 1150, Silver Spring MD 20910;
- and

Section 11. Severability of Provisions

Each provision of this Agreement shall be considered severable, and if for any reason any provision that is not essential to the effectuation of the basic purposes of the Agreement is determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those provisions of this Agreement that are valid.

Section 12. Binding Provisions

The covenants and agreements contained herein shall be binding upon, and inure to the benefit of, the heirs, legal representatives, successors and assignees of the respective parties hereto, except in each case as expressly provided to the contrary in this Agreement.

Section 13. Counterparts

This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties have not signed the original or the same counterpart.

Section 14. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia without regard to principles of conflicts of law. Notwithstanding the foregoing, Company, Investor Member and Grantee do not intend the Refusal Right in this Agreement to be a common law right of first refusal but rather intend it to be understood and interpreted as a mechanism authorized by Section 42 of the Code to allow non-profit entities to preserve affordable housing for low-income families in accordance with Grantee's charitable objectives.

Section 15. Headings

All headings in this Agreement are for convenience of reference only. Masculine, feminine, or neuter gender, shall include all other genders, the singular shall include the plural, and vice versa as the context may require.

Section 16. Amendments

This Agreement shall not be amended except by written agreement between Grantee and the Owner with the consent of each of the Consenting Members [and Virginia Housing].

Section 17. Time

Time is of the essence with respect to this Agreement, and all provisions relating thereto shall be so construed.

Section 18. Legal Fees

Except as otherwise provided herein, in the event that legal proceedings are commenced by the Owner against the Grantee or by the Grantee against the Owner in connection with this Agreement or the transactions contemplated hereby, the prevailing party shall be entitled to recover all reasonable attorney's fees and expenses.

Section 19. Subordination

This Agreement is and shall remain automatically subject and subordinate to any bona fide mortgage to (or assigned to) an institutional or governmental lender with respect to the Project and, in the event of a foreclosure of any such mortgage, or of the giving of a deed in lieu of foreclosure to any such mortgagee, this Agreement shall become void and shall be of no further force or effect.

Section 20. Rule Against Perpetuities Savings Clause

The term of this Agreement will be ninety years commencing on the date first written above unless sooner terminated pursuant to the provisions hereof. If any provision of this Agreement is construed as violating and applicable "Rule Against Perpetuities" by statute or common law, such provision will be deemed to remain in effect only until the death of the last survivor of the now living descendants of any member of the 116th Congress of the United States, plus twenty-one (21) years thereafter. This Agreement and the Refusal Right herein granted are covenants running with the land and the terms and provisions hereof will be binding upon, inure to the benefits of and be enforceable by the parties hereto and their respective successors and assigns.

Section 21. Third Party Beneficiary; Virginia Housing Rights and Powers

The Virginia Housing Development Authority ("Virginia Housing") shall be a third party beneficiary to this Agreement, and the benefits of all of the covenants and restrictions hereof shall inure to the benefit of Virginia Housing, including the right, in addition to all other remedies provided by law or in equity, to apply to any court of competent jurisdiction within the Commonwealth of Virginia to enforce specific performance by the parties or to obtain an injunction against any violations hereof, or to obtain such other relief as may be appropriate. The Authority and its agents shall have those rights and powers with respect to the Project as set forth in the Act and the Virginia Housing Rules and Regulations promulgated thereunder, including without limitation, those rights and powers set forth in Chapter 1.2 of Title 365 of the Code of Virginia (1950), as amended, and 13VAC10-180-10 et seq., as amended.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

OWNER:

1030 ALSTON COURT LLC

a Virginia limited liability company

By: 1030 Alston Court MM LLC
a Virginia limited liability company,
its managing member

By: Enterprise Community Development, Inc.
a Maryland nonstock corporation,
its sole member

By: [Signature]
Name: Robert Fossi
Title: SVP, Real Estate Development

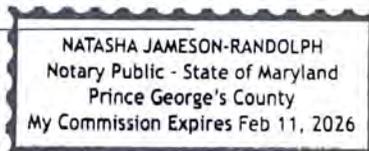
STATE OF MARYLAND)
) to-wit:
CITY/COUNTY OF PRINCE GEORGES)

On 21 FEBRUARY, 2024 before me, the undersigned, a notary public in and for said state, personally appeared Robert Fossi, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as SVP, Real Estate Development of Enterprise Community Development, Inc., Maryland nonstock corporation, the sole member of 1030 Alston Court MM LLC, a Virginia limited liability company, which is the managing member of 1030 Alston Court LLC, a Virginia limited liability company, and that by his signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

Notary Public: [Signature]

Commission expires: 11 FEBRUARY 2026

Registration No.: -

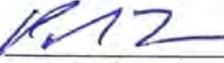


Right of First Refusal Agreement
1030 Alston Court Apartments
Signature Page 1 of 4

GRANTEE:

ENTERPRISE COMMUNITY DEVELOPMENT, INC.

a Maryland nonstock corporation

By: 

Name: Robert Fossi

Title: SVP, Real Estate Development

STATE OF Maryland)
) to-wit:
CITY/COUNTY OF PRINCE GEORGES)

On 21 FEBRUARY, 2024 before me, the undersigned, a notary public in and for said state, personally appeared Robert Fossi, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as SVP, Real Estate Development of Enterprise Community Development, Inc., Maryland nonstock corporation, and that by his signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

Notary Public: 

Commission expires: 11 FEB 2026

Registration No.:



The undersigned hereby consents to the foregoing right of first refusal agreement as of the date first set forth hereinabove.

MANAGING MEMBER:

1030 ALSTON COURT MM LLC
a Virginia limited liability company

By: Enterprise Community Development, Inc.
a Maryland nonstock corporation,
its sole member

By: RAZ
Name: Robert Fossi
Title: SVP, Real Estate Development

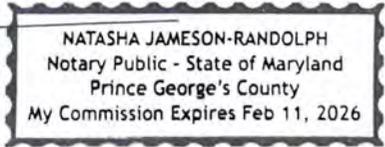
STATE OF Maryland)
CITY/COUNTY OF PRINCE GEORGES) to-wit:

On 21 FEBRUARY, 2024, before me, the undersigned, a notary public in and for said state, personally appeared Robert Fossi, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as SVP, Real Estate Development of Enterprise Community Development, Inc., Maryland nonstock corporation, the sole member of 1030 Alston Court MM LLC, a Virginia limited liability company, and that by his signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

Notary Public: [Signature]

Commission expires: 11 FEB 2026

Registration No.: —



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

INVESTOR MEMBER:

[INVESTOR ENTITY], a [] [] limited liability company

By: _____

By: _____

SPECIAL MEMBER:

[] [] **SPECIAL LIMITED PARTNER, L.L.C.**, a [] [] limited liability company

By: [], LLC, a [] [] limited liability company, its manager

By: _____

STATE OF _____)

_____)

CITY/COUNTY OF _____)

On _____, 20__, before me, the undersigned, a notary public in and for said state, personally appeared [], personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as [], the manager of [Investor Entity], a [] limited liability company, and [] **Special Limited Partner, L.L.C.**, a [] limited liability company, and that by his signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

Notary Public _____

Commission expires _____

EXHIBIT A

LEGAL DESCRIPTION

(see attached)

SURVEY DESCRIPTION (9% Portion, TMP 51-12-6A)

A PORTION OF THAT CERTAIN PIECE OR PARCEL OF LAND, WITH IMPROVEMENTS THEREON AND APPURTENANCES THERETO, **BEING A PART OF** THAT REAL PROPERTY NOW OR FORMERLY IN THE NAME OF 401403 LLC., SITUATE, LYING AND BEING IN THE CITY OF WAYNESBORO, VIRGINIA, BEING KNOWN AS CITY TAX MAP PARCEL NUMBER 51-12-6A ('THE SUBJECT') AND AS SHOWN ON A PLAT OF SURVEY ENTITLED 'BOUNDARY LINE ADJUSTMENT OF 4.834 ACRES OF LAND' OF RECORD IN PLAT BOOK 7, PAGE 82 IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE CITY OF WAYNESBORO, SAID **PORTION, REFERENCED HEREIN AS THE '9% PORTION'**, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON ROD ALONG THE NORTH LINE OF ALSTON COURT, A 60' WIDE PUBLIC RIGHT OF WAY, SAID IRON BEING A COMMON SOUTHEAST CORNER OF THE SUBJECT AND SOUTHWEST CORNER OF TAX MAP PARCEL 51-12-4 IN THE NAME OF NEIGHBORHOOD INVESTMENTS—BL, LLC, **SAID POINT BEING THE (9 % PORTION) POINT OF BEGINNING (P.O.B.)**;;

THENCE WITH NORTH LINE OF ALSTON COURT S 62° 43' 00" W 116.00' TO A POINT,

THENCE LEAVING THE NORTH LINE OF ALSTON COURT AND THROUGH THE LANDS OF THE SUBJECT THE FOLLOWING COURSES:

N 09° 42' 40" W 76.00' TO A POINT;

N 31° 37' 22" W 196.77' TO A POINT;

A CURVE TO THE LEFT WITH A RADIUS OF 100.00', A LENGTH OF 64.15', DELTA ANGLE OF 36°45'25", AND A LONG CHORD BEARING N 50°00'05" W A DISTANCE OF 63.06' TO A POINT;

N 68° 22' 47" W 106.51' TO A POINT;

N 33° 27' 33" W 205.21' TO A POINT;

S 56° 28' 36" W 69.21' TO A POINT;

N 33° 31' 24" W 148.50' TO A POINT;

S 56° 29' 52" W 50.00' TO A POINT IN THE WESTERLY LINE OF THE SUBJECT AND A COMMON LINE WITH TMP 51-12-46 IN THE NAME OF MP WAYNESBORO, LLC;

THENCE CONTINUING WITH THE SUBJECT AND MP WAYNESBORO, LLC N 33° 34' 02" W 58.17' TO AN IRON ROD, SAID IRON ROD BEING A COMMON CORNER WITH MP WAYNESBORO, LLC AND A SOUTHEAST CORNER OF TMP 51-12-6 IN THE NAME OF NEIGHBORHOOD INVESTMENTS—BL, LLC;

THENCE LEAVING MP WAYNESBORO, LLC AND WITH THE SUBJECT AND NEIGHBORHOOD INVESTMENTS—BL, LLC THE FOLLOWING COURSES:

N 56° 25' 58" E 189.90' TO AN IRON ROD;
N 78° 14' 03" E 16.16' TO AN IRON ROD;

N 56° 25' 58" E 28.60' TO AN IRON ROD;

S 33° 34' 02" E 416.00' TO AN IRON ROD;

N 56° 25' 58" E 50.00' TO AN IRON ROD;

S 32° 25' 57" E 416.86' TO THE **POINT OF BEGINNING (P.O.B.) CONTAINING 2.414 ACRES, MORE OR LESS.**

BASIS OF BEARINGS: PLAT BOOK 7, PAGE 82.

RECORDING REQUESTED BY:
AND WHEN RECORDED MAIL
TO:

[Klein Hornig LLP 1325 G Street NW, Suite 770 Washington, DC 20005 Attn: Jessica Worthington](#)

**RIGHT OF FIRST REFUSAL
AGREEMENT**

(~~[Project name]~~ **1030 Alston Court
Apartments**)

RIGHT OF FIRST REFUSAL AGREEMENT (the “Agreement”) dated as of ~~[Closing Date]~~ **March 13, 2024** by and among ~~[OWNER ENTITY]~~ **1030 ALSTON COURT LLC**, a Virginia limited liability company (the “Owner” or the “Company”),

~~[_____]~~ **ENTERPRISE COMMUNITY DEVELOPMENT, INC.**, a ~~Virginia~~ **Maryland** non-stock nonprofit corporation (the “Grantee”), and is consented to by ~~[MANAGING MEMBER ENTITY]~~ **1030 ALSTON COURT MM LLC**, a Virginia limited liability company (the “Managing Member”), ~~[INVESTOR ENTITY]~~, a [_____] limited liability company (the “Investor Member”) and [_____] **SPECIAL LIMITED PARTNER, L.L.C.**, a ~~[_____]~~ **SPECIAL LIMITED PARTNER, L.L.C.**,

~~a [_____]~~ limited liability company (the “Special Member”). The Managing Member, the Investor Member and the Special Member are sometimes collectively referred to herein as the “Consenting Members”. The Investor Member and Special Member are sometimes collectively referred to herein as the “Non-Managing Members”. This Agreement shall be fully binding upon and inure to the benefit of the parties and their successors and assigns to the foregoing.

Recitals

- A. The Owner, pursuant to its [Amended and Restated] Operating Agreement dated on or about the date hereof by and among the Consenting Members (the “Operating Agreement”), is engaged in the ownership and operation of ~~an [_____]~~ **a 48**-unit apartment project for families located in ~~[_____]~~ **Waynesboro**, Virginia and commonly known as “~~[Project name] Apartments~~ **1030 Alston Court – 9%**” (the “Project”). The real property comprising the Project is legally defined on **Exhibit A**.
- B. The Grantee is ~~a~~ **the sole** member of the Managing Member of the Owner and is instrumental to the development and operation of the Project; and
- C. The Owner desires to give, grant, bargain, sell and convey to the ~~Grantees~~ **Grantee** certain rights of first refusal to purchase the Project on the terms and conditions set forth herein;
- D. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Operating Agreement.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises of the parties hereto and of other good and valuable consideration, the receipt and sufficiency of which the parties hereto acknowledge, the parties hereby agree as follows:

Section 1. Right of First Refusal

The Owner hereby grants to the Grantee a right of first refusal (the “Refusal Right”) to purchase the real estate, fixtures, and personal property comprising the Project or associated with the physical operation thereof and owned by the Company at the time (the “Property”), for the price and subject to the other terms and conditions set forth below. The Property will include any reserves of the Partnership that is required by Virginia Housing Development Authority (“Virginia Housing” or the “Credit Authority”) or any lender of a loan being assumed in connection with the exercise of the Refusal Right to remain with the Project.

[KH 1121691.3](#)

Section 2. Exercise of Refusal Right; Purchase Price

- A. After the end of the Compliance Period, the Company agrees that it will not sell the Property or any portion thereof to any Person without first offering the Property to the Grantee (the “Refusal Right”), for the Purchase Price (as defined in Section 3); *provided, however,* that such Refusal Right shall be conditioned upon the receipt by the Company of a “bona fide offer” (the acceptance or rejection of which shall not require the Consent of the Members). The Company shall give the notice of its receipt of such offer (the “Offer Notice”) and shall deliver a copy of the Offer Notice to the Grantee. Upon receipt by the Grantee of the Offer Notice, the Grantee shall have 90 days to deliver to Company a written notice of its intent to exercise the Refusal Right (the “Election Notice”). An offer made with the purchase price and basic terms of the proposed sale from a third party shall constitute a “bona fide offer” for purposes of this Agreement. Such offer (i) may be solicited by the Grantee or the Managing Member (with such solicitation permitted to begin at any time following the end of the fourteenth (14th) year of the Compliance Period provided that the Election Notice may not be sent until the end of the Compliance Period) and (ii) may contain customary due diligence, financing, and other contingencies. Notwithstanding anything to the contrary herein, a sale of the Project pursuant to the Refusal Right shall not require the Consent of the Non-Managing Members [or of Virginia Housing].
- B. If the Grantee fails to deliver the Election Notice within ninety (90) days of receipt of the Offer Notice, or if such Election Notice is delivered but the Grantee does not consummate the purchase of the Project within 270 days from the date of delivery of the Election Notice (each, individually, a “Terminating Event”), then its Refusal Right shall terminate and the Company shall be permitted to sell the Property free of the Refusal Right.

Section 3. Purchase Price; Closing

- A. The purchase price for the Property pursuant to the Refusal Right (the “Purchase Price”) shall equal the sum of (i) the principal amount of all outstanding indebtedness secured by the Project, and any accrued interest on any of such debts and (ii) all federal, State, and local taxes attributable to such sale, including those incurred or to be incurred by the partners or members of the Non-Managing Members. Notwithstanding the foregoing,

however, the Purchase Price shall never be less than the amount of the “minimum purchase price” as defined in Section 42(i)(7)(B) of the Code. The Refusal Right granted hereunder is intended to satisfy the requirements of Section 42(i)(7) of the Code and shall be interpreted consistently therewith. In computing such price, it shall be assumed that each of the Non-Managing Members of the Owner (or their constituent partners or members) has an effective combined federal, state and local income tax rate equal to the maximum of such rates in effect on the date of Closing.

B. All costs of the Grantee’s purchase of the Property pursuant to the Refusal Right, including any filing fees, shall be paid by Grantee.

C. The Purchase Price shall be paid at Closing in one of the following methods:

- (i) the payment of all cash or immediately available funds at Closing, or
- (ii) the assumption of any assumable Loans if Grantee has obtained the consent of the lenders to the assumption of such Loans, which consent shall be secured at the sole cost and expense of Grantee; provided, however, that any

[KH 1121691.3](#)

- 2 -

Purchase Price balance remaining after the assumption of the Loans shall be paid by Grantee in immediately available funds.

Section 4. Conditions Precedent; Termination

A. Notwithstanding anything in this Agreement to the contrary, the right of the Grantee to exercise the Refusal Right and consummate any purchase pursuant thereto is contingent on each of the following being true and correct at the time of exercise of the Refusal Right and any purchase pursuant thereto:

- (i) the Grantee or its assignee shall be a “qualified nonprofit organization” as defined in Section 42(h)(5)(C) of the Code or another qualified purchaser described in Section 42(i)(7)(A) of the Code (collectively, each, a “Qualified Beneficiary”); and
- (ii) the Project continues to be a “qualified low-income housing project” within the meaning of Section 42 of the Code.

B. This Agreement shall automatically terminate upon the occurrence of any of the following events and, if terminated, shall not be reinstated unless such reinstatement is agreed to in a writing signed by the Grantee and each of the Consenting Members:

- (i) the transfer of the Property to a lender in total or partial satisfaction of any loan; or
- (ii) any transfer or attempted transfer of all or any part of the Refusal Right by the Grantee, whether by operation of law or otherwise, except as otherwise permitted under Section 7 of this Agreement; or
- (iii) the Project ceases to be a “qualified low-income housing project” within the meaning of Section 42 of the Code; or

[KH 1119662.2](#)

(iv) the Grantee fails to deliver its Election Notice or consummate the purchase of the Property within the timeframes set forth in Section 2 above.

C. If the Investor Member removes the Managing Member from the Company for failure to cure a default under the Operating Agreement, the Investor Member may elect to release this Agreement as a lien against the Project upon first obtaining the prior written consent of Virginia Housing, which consent may be granted or withheld in Virginia Housing's sole discretion.

Section 5. Contract and Closing

Upon determination of the purchase price, the Owner and the Grantee shall enter into a written contract for the purchase and sale of the Property in accordance with the terms of this Agreement and containing such other terms and conditions as are standard and customary for similar commercial transactions in the geographic area which the Property is located, providing for a closing (the "Closing") to occur in ~~the []~~Waynesboro, Virginia not later than the timeframes set forth in Section 2. In the absence of any such contract, this Agreement shall be specifically enforceable upon the exercise of the Refusal Right.

Section 6. Conveyance and Condition of the Property

The Owner's right, title and interest in the Property shall be conveyed by quitclaim deed, subject to such liens, encumbrances and parties in possession as shall exist as of the date of Closing. The Grantee shall accept the Property "AS IS, WHERE IS" and "WITH ALL FAULTS AND DEFECTS," latent or otherwise, without any warranty or representation as to the condition thereof whatsoever, including

KH 1121691.3

- 3 -

without limitation, without any warranty as to fitness for a particular purpose, habitability, or otherwise and no indemnity for hazardous waste or other conditions with respect to the Property will be provided. It is a condition to Closing that all amounts due to the Owner and the Investor Member from the Grantee or its Affiliates be paid in full. The Grantee shall pay all closing costs, including, without limitation, the Owner's attorney's fees. Upon closing, the Owner shall deliver to the Grantee, along with the deed to the property, an ALTA owner's title insurance policy dated as of the close of escrow in the amount of the purchase price, subject to the liens, encumbrances and other exceptions then affecting the title.

Section 7. Transfer

The Refusal Right shall not be transferred to any Person without the Consent of the Investor Member, except that the Grantee may assign all or any of its rights under this Agreement to an Affiliate of Grantee (a "Permitted Assignee") at the election and direction of the Grantee or to any assignee that shall be a "qualified nonprofit organization" as defined in Section 42(h)(5)(C) of the Code or another qualified purchaser described in Section 42(i)(7)(A) of the Code (collectively, each, a "Qualified Beneficiary").

In the case of any transfer of the Refusal Right (i) all conditions and restrictions applicable to the exercise of the Refusal Right or the purchase of the Property pursuant thereto shall also apply to such transferee, and (ii) such transferee shall be disqualified from the exercise of any rights hereunder

at all times during which Grantee would have been ineligible to exercise such rights hereunder had it not effected such transfer.

Section 8. Rights Subordinate; Priority of Requirements of Section 42 of the Code

This Agreement is subordinate in all respects to any regulatory agreements and to the terms and conditions of the Mortgage Loans encumbering the Property. In addition, it is the intention of the parties that nothing in this Agreement be construed to affect the Owner's status as owner of the Property for federal income tax purposes prior to exercise of the Refusal Right granted hereunder. Accordingly, notwithstanding anything to the contrary contained herein, both the grant and the exercise of the Refusal Right shall be subject in all respects to all applicable provisions of Section 42 of the Code, including, in particular, Section 42(i)(7). In the event of a conflict between the provisions contained in this Agreement and Section 42 of the Code, the provisions of Section 42 shall control.

Section 9. Option to Purchase

A. The parties hereto agree that if the Service hereafter issues public authority to permit the owner of a low-income housing tax credit project to grant an "option to purchase" pursuant to Section 42(i)(7) of the Code as opposed to a "right of first refusal" without adversely affecting the status of such owner as owner of its project for federal income tax purposes, then the parties shall amend this Agreement and the Owner shall grant the Grantee an option to purchase the Property at the Purchase Price provided in Section 3 hereof and that meets the requirements of Code Section 42(i)(7).

B. If the Service hereafter issues public authority to permit the owner of a low-income housing tax credit project to grant a "right of first refusal to purchase partner interests" and/or "purchase option to purchase partner interests" pursuant to Section 42(i)(7) of the Code (or other applicable provision) as opposed to a "right of first refusal to purchase the Project" without adversely affecting the status of such owner as owner of its project for federal income tax purposes (or the status of the Investor Member as a partner of the Company for federal income tax purposes) then the parties shall amend this Agreement and the Investor Members shall provide a right of first refusal and/or purchase option, as the case may be, to acquire their

[KH1121691.3](#)

~~- 4 -~~

Interests for the Purchase Price provided in Section 3 hereof and that meets the requirements of Code Section 42(i)(7).

Section 10. Notice

Except as otherwise specifically provided herein, all notices, demands or other communications hereunder shall be in writing and shall be deemed to have been given and received ⁽⁺⁾ (i) two (2) business days after being deposited in the United States mail and sent by certified or registered mail, postage prepaid, (ii) one (1) business day after being delivered to a nationally recognized overnight delivery service, (iii) on the day sent by telecopier or other facsimile transmission, answer back requested, or (iv) on the day delivered personally, in each case, to the parties at the addresses set forth below or at such other addresses as such parties may designate by notice to the other party:

[KH1119662.2](#)

- (i) If to the Owner, at the principal office of the Company set forth in Article II of the Operating Agreement;
- (ii) If to a Consenting Member, at their respective addresses set forth in Schedule A of the Operating Agreement;
- (iii) If to the Grantee, ~~_____~~, ~~_____~~ [8403 Colesville Rd., Suite 1150, Silver Spring MD 20910](#); and

Section 11. Severability of Provisions

Each provision of this Agreement shall be considered severable, and if for any reason any provision that is not essential to the effectuation of the basic purposes of the Agreement is determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those provisions of this Agreement that are valid.

Section 12. Binding Provisions

The covenants and agreements contained herein shall be binding upon, and inure to the benefit of, the heirs, legal representatives, successors and assignees of the respective parties hereto, except in each case as expressly provided to the contrary in this Agreement.

Section 13. Counterparts

This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties have not signed the original or the same counterpart.

Section 14. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia without regard to principles of conflicts of law. Notwithstanding the foregoing, Company, Investor Member and Grantee do not intend the Refusal Right in this Agreement to be a common law right of first refusal but rather intend it to be understood and interpreted as a mechanism authorized by Section 42 of the Code to allow non-profit entities to preserve affordable housing for low-income families in accordance with Grantee's charitable objectives.

Section 15. Headings

[KH 1121691.3](#)

- 5 -

All headings in this Agreement are for convenience of reference only. Masculine, feminine, or neuter gender, shall include all other genders, the singular shall include the plural, and vice versa as the context may require.

Section 16. Amendments

This Agreement shall not be amended except by written agreement between Grantee and the Owner with the consent of each of the Consenting Members [and Virginia Housing].

Section 17. Time

Time is of the essence with respect to this Agreement, and all provisions relating thereto shall be so construed.

Section 18. Legal Fees

Except as otherwise provided herein, in the event that legal proceedings are commenced by the Owner against the Grantee or by the Grantee against the Owner in connection with this Agreement or the transactions contemplated hereby, the prevailing party shall be entitled to recover all reasonable attorney's fees and expenses.

Section 19. Subordination

This Agreement is and shall remain automatically subject and subordinate to any bona fide mortgage to (or assigned to) an institutional or governmental lender with respect to the Project and, in the event of a foreclosure of any such mortgage, or of the giving of a deed in lieu of foreclosure to any such mortgagee, this Agreement shall become void and shall be of no further force or effect.

Section 20. Rule Against Perpetuities Savings Clause

The term of this Agreement will be ninety years commencing on the date first written above unless sooner terminated pursuant to the provisions hereof. If any provision of this Agreement is construed as violating and applicable "Rule Against Perpetuities" by statute or common law, such provision will be deemed to remain in effect only until the death of the last survivor of the now living descendants of any member of the 116th Congress of the United States, plus twenty-one (21) years thereafter. This Agreement and the Refusal Right herein granted are covenants running with the land and the terms and provisions hereof will be binding upon, inure to the benefits of and be enforceable by the parties hereto and their respective successors and assigns.

Section 21. Third Party Beneficiary; Virginia Housing Rights and Powers

The Virginia Housing Development Authority ("Virginia Housing") shall be a third party beneficiary to this Agreement, and the benefits of all of the covenants and restrictions hereof shall inure to the benefit of Virginia Housing, including the right, in addition to all other remedies provided by law or in equity, to apply to any court of competent jurisdiction within the Commonwealth of Virginia to enforce specific performance by the parties or to obtain an injunction against any violations hereof, or to obtain such other relief as may be appropriate. The Authority and its agents shall have those rights and powers with respect to the Project as set forth in the Act and the Virginia Housing Rules and Regulations promulgated thereunder, including without limitation, those rights and powers set forth in Chapter 1.2 of Title 365 of the Code of Virginia (1950), as amended, and 13VAC10-180-10 et seq., as amended.

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

OWNER:

1030 ALSTON COURT LLC

~~{OWNER ENTITY}~~, a {Virginia} limited liability company

By: ~~{Managing Member Entity}~~, 1030 Alston Court MM LLC
a {Virginia} limited liability company,
its managing member

By: Enterprise Community Development,
Inc. a Maryland nonstock corporation,

its sole member

By: KAZ

~~COMMONWEALTH OF~~

~~VIRGINIA CITY/COUNTY OF~~ _____

Name: Robert Fossi Title: SVP, Real Estate Development

STATE OF

STATE OF

MARIAND

F+FF/COUNTY OF

~~On~~ _____

_____ Georges

)
to-wit

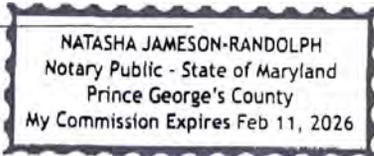
on G, 2018 before me, the undersigned, a notary public in and for said state, personally appeared [Redacted] Robe-i, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity as [Redacted] dS SW, Real Estate Development of Enterprise Community Development, Inc., Maryland nonstock

corporation, the managing sole member of the [Managing Member Entity] 1030 Alston Court MM LLC, a Virginia limited

liability company, which is the managing member of [Owner Entity] 1030 Alston Court LLC, a Virginia limited liability company. and that by her signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

Notary Public: 

Commission Expires: CommiSSlon expires: 11 FEBRUARY 2026

Registration No.: 

*11121691.3

R
i
g
h
t
o
f
F
i
r
s
t
R
e
f
u
s
a

l
A
g
r
e
e
m
e
n
t
f
r
e
e
t
r
a
n
s
f
e
r
o
f
1
0
3
0
A
l
s
t
o
n
C
o
u
r
t
A
p
p
a
r
t
m
e
n
t
s
S
i
g
n
a
t
u
r
e
P
a
g
e
4
I

GRANTEE:

~~[]~~, ENTERPRISE COMMUNITY DEVELOPMENT, INC.

a ~~Virginia non-stock nonprofit~~ Maryland nonstock corporation

By: f

Name: Robert Fossi Title: SVP, Real Estate Development

~~COMMONWEALTH OF VIRGINIA CITY~~

STATE OF

Maryland

)
)to-wit

GIT/COUNTY OF — NCE GEORGETOWN

On _____, 20a before me, the undersigned, a notary public in and for said state, personally appeared ~~[]~~ Robert Fossi, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that ~~she~~ he executed the same in ~~her~~ his capacity as ~~[]~~ SVP, Real Estate Development of Enterprise Community Development, Inc., Maryland nonstock corporation, and that by ~~her~~ his signature on the instrument, the entity, individual or the person on behalf of ~~which the individual acted, acted, executed~~ the instrument.

Notary Public: 

Commission ~~Expires~~ expires: _____ / 1

Registration No.: _____



[K11 1121 691.3](#)

R
i
g
h
t
t
e
r
F
i
r
s
t
R
e
f
u
s
a
l
A
g
r



reement [\[Project name\]1030](#)
[Alston Court](#) Apartments
Signature Page 2 of 4

[KH-1119662.2](#)

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

MANAGING MEMBER:

~~[MANAGING MEMBER ENTITY],~~ 1030 ALSTON COURT,
a Virginia limited liability company

By: Enterprise Community Development, Inc.

By: _____
a Maryland nonstock corporation,
its sole member

By:  _____
Name: Robert Fossi

~~COMMONWEALTH OF VIRGINIA~~

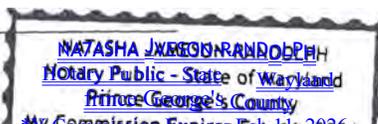
~~CITY/COUNTY OF _____~~

Title: SVP, Real Estate Development

STATE OF MARYLAND)
CITY/COUNTY OF PRINCE GEORGES) to-wit:

On 1 W&gal, 20~~---~~2 before  me, the undersigned, a notary public in and for said state, personally appeared ~~[_____]~~ personally Robert For, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that ~~[she]~~ he executed the same in ~~her~~ his capacity as ~~[_____]~~ SVP, Real Estate Development of Enterprise Community Development, Inc., Maryland nonstock corporation, the sole member of ~~[Managing Member Entity]~~ 1030 Alston Court MM LLC, a Virginia limited liability company, and that ~~by, her~~ his signature on the instrument, the entity, individual or the person on behalf of which the individual acted, ~~executed~~ executed the instrument.

Notary ~~Public: Publics~~ Commission ~~Expires~~ expires: _____ f) Ht» Registration No.: _____



Right of First Refusal Agreement
~~{Project name}~~ 1030 Alston
Court Apartments Signature
Page 3 of ot"4

[K11 1121601.3](#)

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

~~INVESTOR~~**INVESTOR MEMBER:**

[INVESTOR ENTITY], a [_____]
limited liability company

By: _____

By: _____

SPECIAL MEMBER:

~~[_____] SPECIAL LIMITED PARTNER, L.L.C., a [_____]~~
[_____] SPECIAL LIMITED PARTNER, L.L.C., a [_____]
limited liability company

By: [_____], LLC, a [_____]
[_____] limited liability

company, its manager By: _____

STATE OF _____

CITY/COUNTY OF _____

On _____, 20__ a, before me, the undersigned, a notary public in and for said state, personally appeared ~~[_____]~~ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity ~~as~~ as [_____], the manager of [Investor Entity], a ~~[_____]~~ limited liability company, and ~~[_____]~~ **Special Limited Partner, L.L.C., a [_____]** limited liability company, and that by his signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

Notary Public _____

Commission expires _____

| [KH1121691.3](#)

R
i
g
h
t
o
f
F
i
r
s
t
R
e
f
u
s
a
l
A
g
r
e
e
m
e
n
t
[
P
r
e
j
e
c
t

a

e
}]
1
0
3

[0 Alston Court](#) Apartments
Signature Page 4 of 4

| KH1119662.2

E

|

| [\(see attached\)](#)

KH 1121691.3

EXHIBIT A '2.414 AC. (9%)'

SURVEY DESCRIPTION (9% Portion, TMP 51-12-6A)

A PORTION OF THAT CERTAIN PIECE OR PARCEL OF LAND, WITH IMPROVEMENTS THEREON AND APPURTENANCES THERETO, **BEING A PART OF THAT REAL** PROPERTY NOW OR FORMERLY IN THE NAME OF 401403 LLC., SITUATE, LYING AND BEING IN THE CITY OF WAYNESBORO, VIRGINIA, BEING KNOWN AS CITY TAX MAP PARCEL NUMBER 51-12-6A ('THE SUBJECT') AND AS SHOWN ON A PLAT OF SURVEY ENTITLED 'BOUNDARY LINE ADJUSTMENT OF 4.834 ACRES OF LAND' OF RECORD IN PLAT BOOK 7, PAGE 82 IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE CITY OF WAYNESBORO, SAID **PORTION, REFERENCED HEREIN AS THE '9% PORTION'**, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON ROD ALONG THE NORTH LINE OF ALSTON COURT, A 60' WIDE PUBLIC RIGHT OF WAY, SAID IRON BEING A COMMON SOUTHEAST CORNER OF THE SUBJECT AND SOUTHWEST CORNER OF TAX MAP PARCEL 51-12-4 IN THE NAME OF NEIGHBORHOOD INVESTMENTS—BL, LLC, **SAID POINT BEING THE (9 % PORTION) POINT OF BEGINNING (P.O.B.);;**

THENCE WITH NORTH LINE OF ALSTON COURT S 62° 43' 00" W 116.00' TO A POINT,

THENCE LEAVING THE NORTH LINE OF ALSTON COURT AND THROUGH THE LANDS OF THE SUBJECT THE FOLLOWING COURSES:

KH 1119662.2

N 09° 42' 40" W 76.00' TO A POINT;

N 31° 37' 22" W 196.77' TO A POINT;

A CURVE TO THE LEFT WITH A RADIUS OF 100.00', A LENGTH OF 64.15', DELTA ANGLE OF 36°45'25", AND A LONG CHORD BEARING N 50°00'05" W A DISTANCE OF 63.06' TO A POINT;

N 68° 22' 47" W 106.51' TO A POINT;

N 33° 27' 33" W 205.21' TO A POINT;

S 56° 28' 36" W 69.21' TO A POINT;

N 33° 31' 24" W 148.50' TO A POINT;

S 56° 29' 52" W 50.00' TO A POINT IN THE WESTERLY LINE OF THE SUBJECT AND A COMMON LINE WITH TMP 51-12-46 IN THE NAME OF MP WAYNESBORO, LLC;

THENCE CONTINUING WITH THE SUBJECT AND MP WAYNESBORO, LLC N 33° 34' 02" W 58.17' TO AN IRON ROD, SAID IRON ROD BEING A COMMON CORNER WITH MP WAYNESBORO, LLC AND A SOUTHEAST CORNER OF TMP 51-12-6 IN THE NAME OF NEIGHBORHOOD INVESTMENTS—BL, LLC;

THENCE LEAVING MP WAYNESBORO, LLC AND WITH THE SUBJECT AND NEIGHBORHOOD INVESTMENTS—BL, LLC THE FOLLOWING COURSES: N 56° 25' 58" E 189.90' TO AN IRON ROD; N 78° 14' 03" E 16.16' TO AN IRON ROD;

N 56° 25' 58" E 28.60' TO AN IRON ROD;

S 33° 34' 02" E 416.00' TO AN IRON ROD;

N 56° 25' 58" E 50.00' TO AN IRON ROD;

S 32° 25' 57" E 416.86' TO THE **POINT OF BEGINNING (P.O.B.) CONTAINING 2.414 ACRES, MORE OR LESS.**

BASIS OF BEARINGS: PLAT BOOK 7, PAGE 82.

Document comparison by Workshare Compare on Tuesday, March 12, 2024
3:42:01 PM

Input:	
Document 1 ID	file://C:\Users\dmcdaniel\OneDrive - Klein Hornig LLP\Desktop\2024 VH Form Tab V-1 Right of First Refusal Agreement _do not edit_ save to new doc first_(1119662.2).docx
Description	2024 VH Form Tab V-1 Right of First Refusal Agreement _do not edit_ save to new doc first_(1119662.2)
Document 2 ID	file://C:\Users\dmcdaniel\OneDrive - Klein Hornig LLP\Desktop\WB1030 Equity Right of First Refusal Agreement(1121691.8).pdf
Description	WB1030 Equity Right of First Refusal Agreement(1121691.8)
Rendering set	Standard

Legend:	
<u>Insertion</u>	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	171
Deletions	95
Moved from	1
Moved to	1

Style changes	0
Format changes	0
Total changes	268

Tab W:

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



1/16/2024

**Kathleen Kramer
Enterprise Community Partners
10 G Street NE
Washington, DC 20002**

RE: Comcast Availability for: Proposed 96 Unit Affordable Multifamily Development
1030 Alston Ct. Waynesboro, VA 22980

Dear Ms. Kramer,

This letter confirms that Comcast will be available for the above-mentioned project in Waynesboro VA 22980 To provide Internet and Phone & TV. This project will be served in accordance with the General Service Provision of Comcast. For us to proceed with our preliminary design, we will need the following:

- **Site Plan**
- **CAD file**
- **Communication Room (s) or lock box locations.**
- **RG 6 Home run drops not to be longer than 150'.**
- **Street Address or Address List of the units.**
- **One home run per unit to Lock Box location and or phone room.**
- **Power trench plans from power Company.**
- **Projected Occupancy date.**

If you have any questions or concerns regarding the project, see Contact below:

Sincerely,

**Phil Perry
Comcast Residential Const. Coordinator
2360 Commonwealth Dr.
Charlottesville, VA 22901
Cell- 540-769-7043
Philip_Perry@comcast.com**

Internet Security Plan
1030 Alston Court -9%

Introduction:

Comcast will provide internet service to your apartment home and the community room.

The process for this is as follows:

1. When move – in occurs, each resident will be given the opportunity to sign up for the service. This is a free service to residents covered by the property for their individual home use. The service is provided by Comcast.
2. The resident will sign the acknowledgement of the service for two areas:
 - a. Their individual apartment home
 - b. The community room of the building.

The acknowledgement will be kept in their file with property management.

3. A lease amendment detailing additional requirements may be provided.
4. To access this service, you must agree to any in home installation of the service by Comcast, Property Management or others involved in installing the service.
5. The installation and monthly fees are covered by the property.
6. The resident will then be provided dates for training and education on the services provided. The dates are to be quarterly and in certain instances be done on a one on one basis, as outlined in the welcome letter included upon acceptance.

Securing Access to Your Home Internet:

1. **Promo Code.** A promo code unique to the home will be issued. The promo code cannot be reused and the denied applicant needs a new promo code and to call 844-963-0178. If you need additional codes please contact Comcast at IEPP_Support@Comcast.com and include the Sponsor name in the subject line.
2. **Security.** Sponsor shall employ commercially reasonable physical, administrative, and technical security controls appropriately tailored to the nature and scope of its activities and the sensitivity of the underlying data which shall in no instance be less protective than those used by Sponsor to secure its own confidential and proprietary information of a like kind and in all instances will conform to industry standards and any applicable legal requirements and regulatory guidance. Sponsor must maintain a plan for appropriate security incident management and response that complies with the terms of this Agreement to cover, at a minimum, the following: (i) unauthorized access, acquisition, disposition use of Comcast Subscriber Information,

(ii) other loss or misuse of such information or (iii) discovery malware posing a significant threat to such information or any operations necessary to perform under this Agreement (each, a "Security Incident"). Sponsor must provide notification via electronic mail to SecurityFusionCenter@comcast.com of a Security Incident as soon as practicable after, but not later than, twenty-four (24) hours, following awareness of a Security Incident. For any Security Incident, Sponsor must provide regular updates to SecurityFusionCenter@comcast.com or, if directed by Comcast, to a security point of contact specifically designated by Comcast for the Security Incident and shall cooperate with Comcast or its regulators in its efforts to investigate the same. Comcast shall exclusively control the provision and content of any notices to Comcast Subscribers or applicable entities with respect to any Security Incident involving Comcast Subscriber Information.

3. **Retention, Return or Destruction of Personal Information.** Sponsor shall not retain Comcast Subscriber Information for a period longer than 90 days from receipt unless required to do otherwise by applicable law or legal obligation. Upon expiration or termination of this Agreement, or at Comcast's request, Sponsor will return all Comcast Subscriber Information to Comcast or, at Comcast's request, securely destroy all Comcast Subscriber Information and provide within ten (10) days of Comcast's request, a written attestation signed by an officer of the Sponsor, attesting that all Comcast Subscriber Information in all formats, including without limitation, paper, electronic and disk form, have been returned or securely destroyed, provided however, that foregoing obligation shall not extend to backup or archival copies of Personal Information that Sponsor generates in the ordinary course of business. Sponsor shall not process or use backed-up or archived Comcast Subscriber Information for any purpose other than to store it, and Sponsor will continue to apply security controls consistent with this Agreement to such Comcast Subscriber Information for the duration of its storage.
4. **Resident Uses.** As outlined above and in any subsequent lease amendment documentation, the resident agrees to follow appropriate internet usages. Should the resident have any question on appropriate usages they are to consult with property management or contact Comcast for clarification prior to proceeding with any questionable use.

Community Room Internet Security:

Community Room. Residents are to consult with the property management office for the current internet access code for the community room. This will be updated periodically and codes will only be provided to residents, whose names appear on the lease. Any breach of security with the internet will result in a new code being issued.

Draft Internet Acknowledgement Form – 1030 Alston Court - 9%

Date: 00/00/0000

Resident Name _____

Apartment #: _____

Lease Start Date: _____

(Resident name as appears on lease), has accepted the offer of free internet access in their home as outlined above. And, agrees to abide by all rules and conditions outlined by both Comcast and Enterprise Community Development in both the lease and registration with Comcast as it pertains to use of this service in their home and in the community room.

Accepted: (Resident Signature) _____

Date: _____

Witnessed: _____
(Property Management Signature)

DRAFT LETTER – Broadband WiFi Introduction

DATE

Name

Address

City, State, Zip

RE: Broadband WiFi Introduction

Welcome (Insert Resident Name)!

We are thrilled that you have chosen to join our community. Your new home and community are special for many reasons. One of those reasons is that your new home comes with free broadband WiFi. This is one of the many special features of your new home. The WiFi is secure, it's easy to use, and it'll always be available to you in your home.

We will provide training to all community residents and highly encourage you to attend these training sessions. The sessions will occur every quarter in our onsite offices and will provide you with guidance on how to secure, access and use your free WiFi. We hope that you will be able to join one of these sessions, but if your schedule doesn't permit we will coordinate a time that works for you individually.

We feel that this is a great feature of our property and we ask that you review the attached documents. Once you have read the documents, please sign the term of service document and return it to the office so that the property manager can make a copy of this for our records.

Again, we are happy to have you as a resident and we hope you are thrilled to have free broadband WiFi that is safe, secure, and in your new home at no cost to you.

Sincerely,

Enterprise Community Development

ABOUT INTERNET ESSENTIALS

Internet Essentials from Comcast is the nation's largest, most comprehensive, and most successful broadband adoption program for low-income Americans in the country. The program is uniquely designed to address the three major barriers to broadband adoption—digital literacy training and relevance, equipment, and cost—and relies on a network of tens of thousands of community partners to help families cross the digital divide.

WHAT CUSTOMERS RECEIVE

- Internet service with speeds up to 25/3 Mbps for \$9.95 per month + tax
- The option to purchase a subsidized computer, up to three per household, for \$149.99 + tax
- Free in-person, online, and printed digital literacy training materials and classes

WHO QUALIFIES FOR OUR PROGRAM

Individuals qualify if they:

- 1 Are eligible for public assistance programs like the National School Lunch Program, housing assistance, Medicaid, SNAP, SSI, and others. For a full list of accepted documents, please visit InternetEssentials.com
- 2 Live in an area where Comcast Internet service is available
- 3 Have not subscribed to Comcast Internet within the last 90 days
- 4 Have no outstanding debt to Comcast that is less than one year old*

OUR COMMUNITY PARTNERS

Join our partner network to help spread the word about Internet Essentials and provide your community with the necessary skills to take full advantage of having the Internet in the home. A free account can be created on InternetEssentials.com/partner to order complimentary marketing materials. Our program flyers, brochures, and postcards are available in 16 languages, including English and Spanish.

**Households with outstanding debt may still be eligible if approved by 12/31/20.*



The Internet might seem intimidating at first - a vast global communications network with billions of webpages. But in this lesson, we simplify and explain the basics about the Internet using a conversational non-technical style to make it understandable, useful, and enjoyable. There's no reason to be left out!

Basic Internet Skills

Microsoft Windows PCs

www.NetLiteracy.org





What the Internet is:

The Internet, the web, cyberspace, and the 'net are all terms that generally mean the same thing, in this case, we will call it the Internet. The Internet is a **NET**work of computers, all over the world, **INTER**connected to each other and available to any individual. The Internet is used for many different activities including shopping, communicating, learning, and distributing information.



Unfortunately, you cannot open a door to a house and walk outside to “go into the Internet.” Computers are a primary tool you’ll utilize to use the Internet. The Internet is somewhat difficult to describe because you cannot touch it (in a way similar to software). It seems invisible—only computers can see it – and you can see it through a computer. Sometimes the Internet is best described in comparison to a library. The Internet is made up of many individual components, just like a library is made up of many books. The Internet’s components have even more individual parts, just like a book has pages.

Changing Constantly:

The Internet is a useful source of information about news, sports, and entertainment because it changes along with the minute-by-minute events that occur in the world brings. This might seem confusing. However, it is not

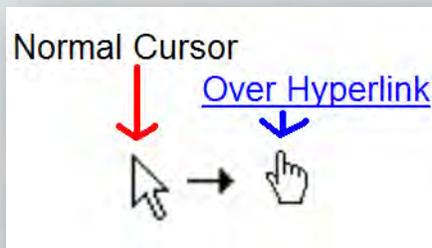
necessarily so—the Internet can be thought of as a “dynamic” living organism that changes and adapts to its environment. The Internet changes very quickly—just watching a 24 hour news channel on the television. The content on some websites is updated every few seconds.



Purpose / Content of Websites

On the Internet, there are many websites. These are usually made for one specific purpose; they range from informing you about the news to teaching you how to cook.

The best analogy of a website is a comparison to an entire book or an entire newspaper. Websites are made up of “pages,” just like newspapers and books.



Websites are usually independent, however sometimes they are linked together by hyperlinks (also called links) that allow you to jump from one website to another website. These links allow you to “turn the page,” and move around on the Internet. They are usually underlined and **blue**, however they can be any color and or even a picture. How

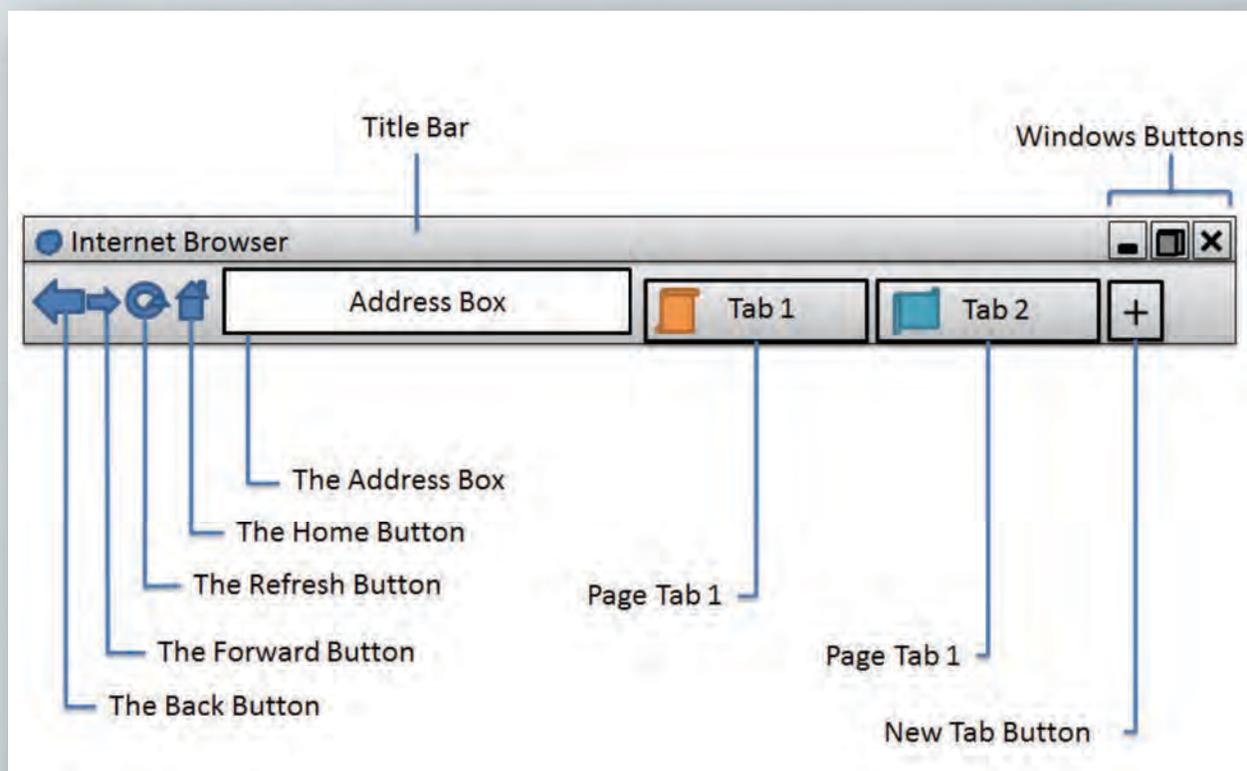
do you identify a hyperlink? When your mouse hovers over a hyperlink, the arrow changes into a pointing hand.

Webpages are what you see and read on the Internet. They are primarily made up of text (words), digital media (pictures, movies, and music), and hyperlinks. The Internet, unlike a book or newspaper, is in no order, and can seem slightly confusing at first. However, there are tools on the Internet that help organize it and will allow you to use it comfortably and easily.



Applications to Access the Internet

On the computer, you use a program to see the Internet. The program is called a web browser — you “browse” the web with it. Some common brands of web browsers include Internet Explorer, Firefox, and Chrome. They serve the same purpose, navigating the internet, and also have many of the same buttons. For instance, we will take a look at a generic browser’s buttons. You will use these buttons to navigate around the Internet. Sometimes extra buttons might be added, while other times, buttons might have been moved around on the toolbar. If you cannot find a button, just ask someone (they seem to be pretty tricky when they hide from you).



The Buttons

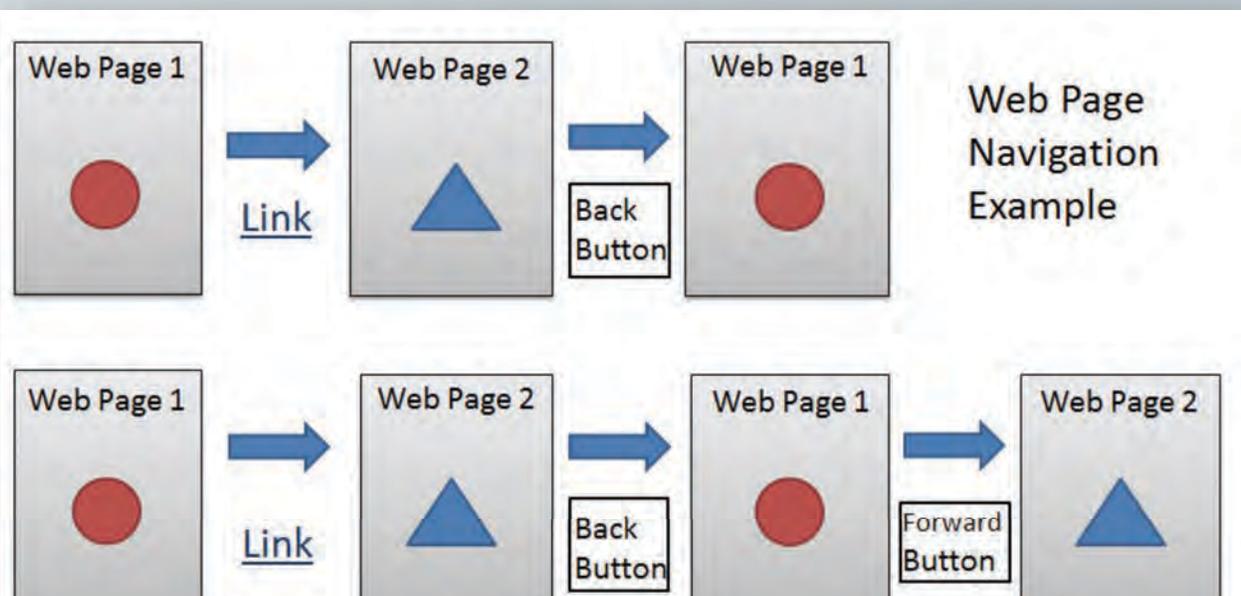
The Back Button – This button allows you to return to the last webpage that you last visited. It is most often used if you accidentally click on a link and wish to return to your previous page.

The Forward Button – If you clicked the back button, you don't have to hunt for the hyperlink on the webpage to return to the previous webpage. Just click on the forward button to return to the previous page that you were at before you pressed the back button.

Note: If the forward button is "grayed out" and when you click on it, nothing happens, this means that it is disabled.

The Refresh Button – This button is useful if you are looking at pages that contain content that is updated more frequently, such as the news, sports scores, or the weather. By clicking on the refresh button, the web page loads again, and is updated with the latest information.

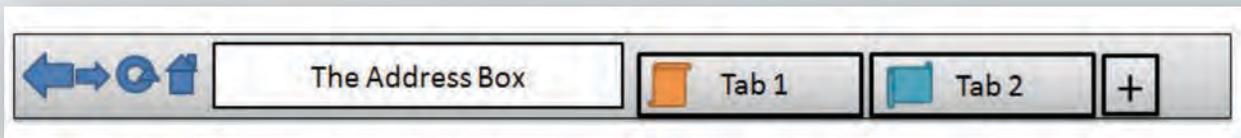
The Home Button - When you open your web browser, the first website that is displayed is your **homepage**. You can change your homepage to fit your preferences. When you click on the home button, it takes you to your homepage.





The Address Box

The Address Box – This displays the URL of a webpage. URL stands for Universal Resource Locator, which is a unique address for each webpage – just like your own home’s address is unique. You can type a specific URL into the address box by left clicking in the box once and then typing. Although URLs are all different, they share common characteristics. The basic diagram of a URL is shown below.



<http://www.google.com>

Http:// - Begins most web addresses. Tells the internet browser what protocol to use.

www- Stands for “World Wide Web.” Most web addresses have it although it is not necessary. It indicates a web page.

.(dot)- Separates parts of the address so it does not all run together and the computer can distinguish the different parts of the address.

Domain name- Example: “Google” – A series of numbers, letters or hyphens “-” that identifies the owner of the address.

.” (dot)- See previous Definition

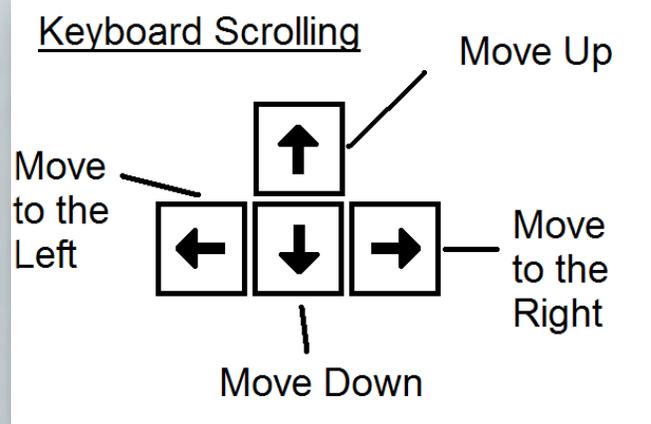
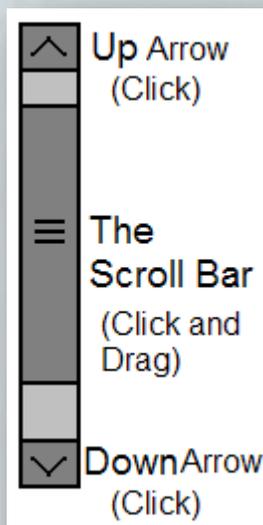
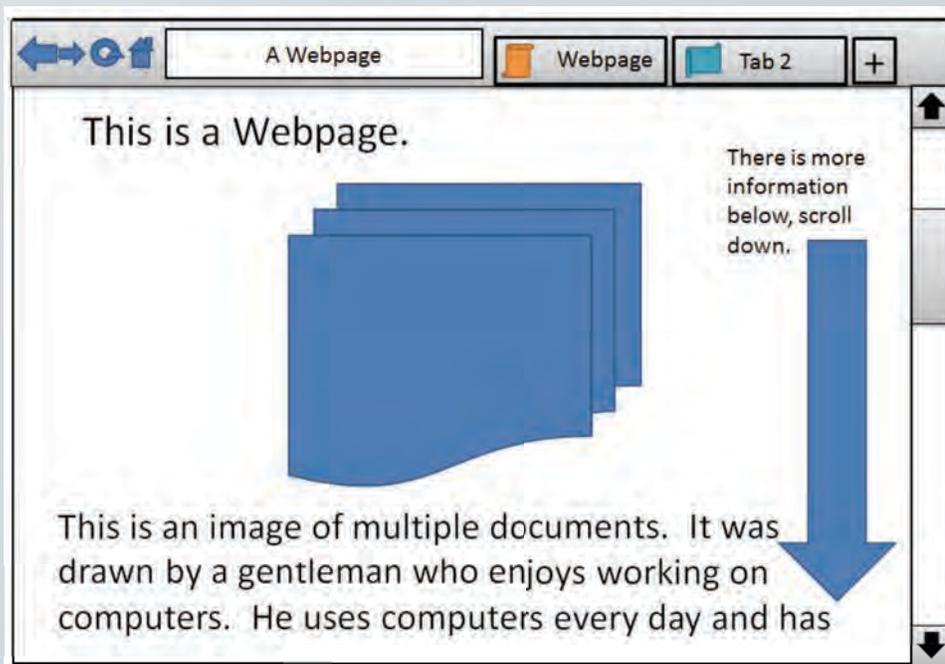
The Domain- At the end of a web address. Tells what type of web page you are viewing.
 .com – Commercial
 .org – Non-For-Profit Organization
 .edu – Education (Colleges/Universities)
 .net – Internet Related
 .mil – US Military
 .gov – US Government
 .us – United States
 .uk – United Kingdom

Important: Make sure you spell everything correctly. Addresses are very specific and if typed incorrectly, they will direct you to the wrong website. If this happens, simply use your back arrow to return to the previous webpage.



Scrolling on Webpages

One thing to keep in mind when viewing the Internet is that a bunch of information might be displayed on a webpage, however, only a small portion can be seen immediately when you load the webpage. Thus, it is important to look at your scroll bars to the right and bottom to see if there is more information you are missing. If you are tired of using the mouse to scroll up and down, try using the arrow keys.



Pop Up Advertisements



On the Internet, there are things that help you and things that can make you aggravated. One aggravation is the **Pop Up Ad**. These advertisements are created by aggressive marketers who want you to see their “amazing” product and buy it. Pop ups create their own window and usually appear on top of the information that you are interested in. If you click on a pop up ad, it will take you away from the information you are looking at. If you see a pop up ad, click the X at the top right of the window to close it.



Another type of advertisement is the **Banner**. Banner ads show up at the top of a website or on the side of a website. As a beginner, it's generally wiser to ignore banner advertisements unless you are familiar with the company.



Searching the Internet

Because there are so many things on the Internet, it is

frequently hard to locate exactly what you are looking for. Search engines such as Google (www.google.com) are very helpful and allow you search the Internet.

A search engine is a Website used to search for information on the World Wide Web. Google first collects websites using a computer program (called a



wanderer, crawler, robot, worm, or spider). Then Google creates an index of these sites so they are searchable. There are many search engines that are available - we use Google for purposes of instruction because most people use it.

Performing a search in Google (See Next Page for Picture)

1. Go to Google by typing www.google.com in the URL address box (see page 5). Google is also one of the fastest search engines and provides some of the best results.
2. Next type your topic or key words (words closely related to your topic) into the box under the Google logo.
3. Press Enter or click "Google Search"
4. The next page that will appear is your search results page. This page lists the first few results from your search. Click on one of the page title that has an interesting description or seems most relevant.
5. If you are not satisfied with that website, click the back button and try a different website. If you still cannot find a good website, try searching by using different terms in the search box at the top of the webpage.



Google Searching Tips

Google will return pages that include all of your search terms. There is no need to include the word "and" between terms. For example, to look for information about parks in Cincinnati, simply type "Cincinnati parks."

Google is not case sensitive. Typing "United States" is the same as typing "UNITED STATES" or "united states."

The more words you include in your search, the more specific your search will be and the more relevant your search results will be.



Internet Glossary

Browser – A software program that allows Internet documents (like webpages) to be viewed, also called a Web Browser.

Cyberspace – The world of computer networks.

Domain Name – A unique name that identifies a specific computer on the Internet.

Download – A term for transferring software or other files from one computer to another.

Email – Electronic Mail – Messages sent from one specific user to another using the Internet.

Email address – The way a specific user is identified so that they may receive email. An email address can be identified by the “@” sign. E.g., Support@seniorconnects.org

Home Page – The first page of a Website, similar to a table of contents.

HTML – HyperText Markup Language- A computer language used to make hypertext documents that are sent via the World Wide Web and viewed using a Browser.

HTTP – HyperText Transfer Protocol – The way that hypertext documents are transferred over the Internet.

Hypertext – A way of presenting information that allows words, pictures, sounds, and actions to be inter-linked so that you may jump between them however you choose.

Link – A word, phrase, or image that allows you to jump to another document on the World Wide Web.

Search Engine – A website that indexes and allows searching of information gathered from the Internet. Google is an example of this.

URL – Uniform Resource Locator – The entire address for a piece of information of the Internet. E.g., www.google.com

Webpage – A hypertext document available on the World Wide Web.

Website – A collection of webpages.

World Wide Web – A collection of resources available on the Internet using a web browser.

Tab X:

Marketing Plan for units meeting accessibility
requirements of HUD section 504

EXHIBIT X

MARKETING PLAN FOR ACCESSIBLE UNITS

1030 Alston Court – 9%

OWNER'S INTENT

1030 Alston Court- 9% proposes to include eight (8) accessible units for people in need of rental housing with full accessibility under Section 504 of the Rehabilitation Act of 1972. The accessible units will be held vacant for a minimum of sixty (60) days during which ongoing marketing efforts will be documented. During this time, the Management Entity, acting as agent for the ownership, will actively market these units throughout the year and will provide sufficient documentation to Virginia Housing's compliance officer. "Ongoing Basis" shall mean that the Management Entity will contact at least two (2) resources per month to market the available Section 504 accessible units.

When a Section 504 accessible unit becomes available for occupancy, it shall first be offered to a qualified individual/household with disabilities currently residing at the property in a non-accessible unit who requires accessible features. If no such persons/households reside at the property, the Management Entity shall offer the unit to the next available qualified individual/household with disabilities on the property's waiting list. After 60 days, if no qualified applicant with disabilities requires the unit, the Management Entity may place a tenant household with no disabled members in the unit upon approval by the designated Virginia Housing compliance officer. The approved lease will contain a provision requiring the nondisabled- household to move to a vacant unit of comparable size within the development if a household with disabled members applies for the unit. The prospective disabled-tenant household will be placed on the property's waiting list until a vacant unit of comparable size is available to complete the non-disabled tenant household's move to the new unit. The move will be paid for by the Owner.

IMPLEMENTATION OF OWNER'S INTENT

The Management Entity will rent accessible units only to qualified households, unless granted permission to lease to other income-qualified households by VHDA after the initial 60- day marketing effort has concluded. Focused marketing efforts will occur as well as normal routine marketing strategies, to ensure qualified individuals are aware of the availability of accessible units.

CONCENTRATED MARKETING EFFORTS

VirginiaHousingSearch.com – The Management Entity will post Apartments on the virginiahousingsearch.com website. They will communicate the fact that development has Section 504 accessible units.

Virginia Department of Medical Assistance Services (DMAS) or Virginia Department of Behavioral Health and Development (DBHDS) – The Management Entity will work through the lease up process to establish a referral process with both agencies. The Management Entity will continue after the lease up phase to inform both agencies on upcoming phases and rental opportunities at 1030 Alston Court -9%.

Local Hospitals – The Management Entity will work with area health systems including but not limited to Augusta Health, as well as smaller clinics and doctors' offices and their discharge departments to advise them of the local accessible and available units at 1030 Alston Court -9%.

Local Housing Authorities – The Management Entity will work continually with local housing authorities to communicate to them about available Section 504 accessible units at 1030 Alston Court -9%.

Local Community Services Board – The Management Entity will work to keep non-profit agencies that work with in the community aware of all Section 504 accessible units available for rent. 1030 Alston Court LLC (Owner) has also entered into a Memorandum of Understandings with Valley Community Services Board for the purposes of referrals for the eight (8) PSH units on site to households who have serious mental illness and/or have an intellectual or developmental disability.

Local Department of Social Services – The Management Entity will keep in contact with the Shenandoah Valley Social Services agency. Through this contact, the Management Entity will provide departments with information about available Section 504 accessible units.

Local Non-profits – The Management Entity will work to keep non-profit agencies that work within the community aware of all Section 504 accessible units available for rent.

VHDA – The Management Entity will ensure VHDA representatives charged with accessible unit outreach are aware of the availability of these units at 1030 Alston Court -9%.

Normal Routine Marketing

Industry Publications/Newspaper/Internet Advertisements – The Management Entity will, through their normal process of marketing the property, note the available Section 504 accessible units.

Newsletters – The Management Entity will note available Section 504 accessible units through its periodic newsletters to its entire portfolio under management.

Referrals – The Management Entity will work with existing residents across its portfolio to make residents aware of available Section 504 accessible units.

LEASING PREFERENCE FOR VIRGINIA HOUSING TARGET POPULATIONS

The leasing preference provided by the Management Entity shall apply to no more than 15% of the units (total of 8 units) at the property at a given time. The owner will not impose tenant selection criteria or leasing terms to individuals receiving this preference that are more restrictive than: 1.) the property's standard eligibility requirements / leasing terms; 2.) the eligibility criteria for state rental assistance; or 3.) any terms in the Virginia Housing MOU establishing the target population.

The Management Entity and Enterprise Community Development (ECD), the Sole Member of the Ownership Entity for this development, will ensure a First Leasing Preference for 10% of the project's units towards Virginia Department of Behavioral Health & Developmental Services' (DBHDS) target populations to include persons with Intellectual and/or Developmental Disabilities (I/DD) and persons with Serious Mental Illness (SMI).

1030 Alston Court LLC (Owner) has also entered into a Memorandum of Understandings with Valley Community Services Board for the purposes of referrals for the eight (8) PSH units on site to households who have serious mental illness and/or have an intellectual or developmental disability. DBHDS target populations will also be served by Valley Community Services Board.

Referred applicants will be given a leasing preference to fill the property's required 15%-unit commitment. ECD and the Management Entity will also work to develop new community relationships to market the Section 504 accessible units to the region throughout the life of the development.

Tab Y:

Inducement Resolution for Tax Exempt Bonds

NOT APPLICABLE

Tab Z:

Documentation of team member's Diversity, Equity and
Inclusion Designation

SWAM CONTRACT CERTIFICATION
(TO BE PROVIDED AT TIME OF APPLICATION)

LIHTC Applicant Name 1030 Alston Court LLC

Name of SWaM Service Provider Pando Alliance, LLC

Part II, 13VAC10-180-60(E)(5)(e) of the Qualified Allocation Plan (the "Plan") of the Virginia Housing Development Authority (the "Authority" formerly VHDA) for the allocation of federal low income housing tax credits ("Credits") available under §42 of the Internal Revenue Code, as amended, provides that an applicant may receive five (5) points toward its application for Credits for entering into at least one contract for services provided by a business certified as Women-Owned, Minority-Owned, or Service Disabled Veteran-owned through the Commonwealth of Virginia's Small, Women-owned, and Minority-owned Business certification program (SWaM Program). Any applicant seeking points from Part II, 13VAC10-180-60(E)(5)(e) of the Plan must provide in its application this certification together with a copy of the service provider's certification from the Commonwealth of Virginia's SWaM Program. The certification and information requested below will be used by the Authority in its evaluation of whether an applicant meets such requirements.

Complete a separate form for each SWaM Service Provider.

INSTRUCTIONS:

Please complete all parts below. Omission of any information or failure to certify any of the information provided below may result in failure to receive points under Part II, 13VAC10-180-60(E)(5)(e) of the Plan.

1. The SWaM Service Provider will provide the following services and roles eligible for points under the Plan:
 consulting services to complete the LIHTC application;
 ongoing development services through the placed in service date;
 general contractor;
 architect;
 property manager;
 accounting services; or
 legal services.
2. Please describe in the space below the nature of the services contracted for with the SWaM certified service provider listed above. Include in your answer the scope of services to be provided, when said services are anticipated to be rendered, and the length of the contract term.

Pando Alliance has been directly engaged by the owner to provide comprehensive application phase consulting in support of ENERGY STAR Multifamily New Homes, DOE Zero Energy Ready Home, and 2020 Enterprise Green Communities Plus certifications.

Their scope includes comprehensive consulting services, including leading team calls to review the MFNC, ZERH, and EGC certification requirements for the project. It also includes providing a compliant EGC checklist that aligns with the project's goals and intents.

Pando is conducting preliminary HERS energy modeling and analyzing the models for ZERH compliance to provide early feedback to the team as the project is designed. These energy models will also be used to calculate the anticipated utility allowances for the property.

3. Attach to this certification a copy of the service provider's current certification from the Commonwealth of Virginia's SWAM Program.
4. The undersigned acknowledge by their signatures below that prior to the Authority's issuance of an 8609 to the applicant, the undersigned will be required to certify that the SWaM service provider successfully rendered the services described above, that said services fall within the scope of services outlined within Part II, 13VAC10-180-60(E)(5)(e) of the Plan, and that the undersigned service provider is still a business certified as Women-Owned, Minority-Owned, or Service Disabled Veteran-owned through the Commonwealth of Virginia's SWaM) Program.

[Contract Certification and signatures appear on following page]

CONTRACT CERTIFICATION

The undersigned do hereby certify and acknowledge that they have entered into with each another at least one contract for services as described herein, that said services fall within the scope of services outlined within Part II, 13VAC10-180-60(E)(5)(e) of the Plan, that the undersigned service provider is a business certified as Women-Owned, Minority-Owned, or Service Disabled Veteran-owned through the Commonwealth of Virginia's SWaM Program, and that it is the current intention of the undersigned that the services be performed (i.e., the contract is *bona fide* and not entered into solely for the purpose of obtaining points under the Plan). The undersigned do hereby further certify that all information in this certification is true and complete to the best of their knowledge, that the Authority is relying upon this information for the purpose of allocating Credits, and that any false statements made herein may subject both the undersigned applicant and the undersigned service provider to disqualification from current and future awards of Credits in Virginia.

APPLICANT:

1030 Alston Court LLC

Name of Applicant



Signature of Applicant

Matt Engel, Senior Director

Printed Name and Title of Authorized Signer

SWAM CERTIFIED SERVICE PROVIDER:

Pando Alliance, LLC

Name of SWaM Certified Service Provider



Signature of SWaM Certified Service Provider

Thiel Butner, Chief Executive Officer

Printed Name and Title of Authorized Signer

COMMONWEALTH OF VIRGINIA



DEPARTMENT OF SMALL BUSINESS & SUPPLIER DIVERSITY

101 N. 14th Street, 11th Floor
Richmond, VA 23219

PANDO ALLIANCE, LLC

is a certified Women Owned
Business meeting all the requirements set forth under the Code of Virginia Section 2.2-16.1 et seq.
and Administrative Code 7VAC 13-20 et seq.

Certification Number: 813368

Valid Through: Jun 29, 2025

Accordingly Certified

A handwritten signature in blue ink, appearing to read "Tracey G. Wiley".

Tracey G. Wiley, Director



Tab AA:

Priority Letter from Rural Development

NOT APPLICABLE

TAB AB:

Social Disadvantage Certification

NOT APPLICABLE