



# Tab A:

Signed PDF of the Excel Application(MANDATORY)

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# 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](mailto: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	<a href="mailto:stephanie.flanders@virginiahousing.com">stephanie.flanders@virginiahousing.com</a>	(804) 343-5939
Jonathan Kinsey	<a href="mailto:jonathan.kinsey@virginiahousing.com">jonathan.kinsey@virginiahousing.com</a>	(804) 584-4717
Phil Cunningham	<a href="mailto:phillip.cunningham@virginiahousing.com">phillip.cunningham@virginiahousing.com</a>	(804) 343-5514
Lauren Dillard	<a href="mailto:lauren.dillard@virginiahousing.com">lauren.dillard@virginiahousing.com</a>	(804) 584-4729
Jaki Whitehead	<a href="mailto:jaki.whitehead@virginiahousing.com">jaki.whitehead@virginiahousing.com</a>	(804) 343-5861
Hadia Ali	<a href="mailto:hadia.ali@virginiahousing.com">hadia.ali@virginiahousing.com</a>	(804) 343-5873

## TABLE OF CONTENTS

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

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

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



A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date: 3/12/2024

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

Name and title of local official you have discussed this project with who could answer questions for the local CEO: John E. Hall, Director, Loudoun County Dept. of Housing & Community Developme

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

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

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

B. RESERVATION REQUEST INFORMATION

1. Requesting Credits From:

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

New Construction

or

b. If requesting Tax Exempt Bond credits, select 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: Commonwealth Lofts 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? 47

Total Units within 4% Tax Exempt allocation Request? 47

Total Units: 94

% 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: 50

Definition of selection:

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

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

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: Commonwealth Lofts 9, LLC

Developer Name: SCG Development Partners, LLC

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

Address: 8245 Boone Blvd., Suite 640

City: Tysons Corner St. ▶ VA Zip: 22182

Phone: (703) 942-6610 Ext. 210 Fax:

Email address: SPW@SCGDevelopment.com

Federal I.D. No. 990865862 (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.  
Charles Margolis, CNM@SCGDevelopment.com, 973-769-8930

- ACTION:**
- a. Provide Owner's organizational documents (e.g. Partnership agreements and Developer Fee agreement) **(Mandatory TAB A)**
  - b. Provide Certification from Virginia State Corporation Commission **(Mandatory TAB B)**
  - c. 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. TRUE 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:

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 statements 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.....  .
- 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: CWC Shops LC

Address: 12500 Fair Lakes Circle, Suite 400

City: Fairfax St.: VA Zip: 22033

Contact Person: Stuart Prince Phone: (703) 631-7528

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

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

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

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

**E. DEVELOPMENT TEAM INFORMATION**

Complete the following as applicable to your development team.

- Indicate 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:	Allison Domson	This is a Related Entity.	FALSE
Firm Name:	Williams Mullen	DEI Designation?	FALSE
Address:	200 South 10th Street, Suite 1600, Richmond, VA 23219		
Email:	Adomson@williamsmullen.com	Phone:	(804) 420-6915
2. Tax Accountant:	Ashley Bell, CPA	This is a Related Entity.	FALSE
Firm Name:	SC&H Group	DEI Designation?	FALSE
Address:	7900 Westpark Drive, Suite A50, Tysons Corner, VA 22102		
Email:	Abell@SCHGroup.com	Phone:	(410) 793-1818
3. Consultant:	Ryne Johnson	This is a Related Entity.	FALSE
Firm Name:	Astoria, LLC	DEI Designation?	FALSE
Address:	3450 Lady Marian Ct., Midlothian, VA 23113	Role:	LIHTC and VH consultant
Email:	rynejohnson@astoriallc.com	Phone:	(804) 339-7205
4. Management Entity:	Jan Haub	This is a Related Entity.	FALSE
Firm Name:	Paradigm Management II, LP	DEI Designation?	FALSE
Address:	1515 North Courthouse Road, Suite 600, Arlington, VA 22201		
Email:	jhaub@paradigmcos.com	Phone:	(571) 482-5922
5. Contractor:	Tommy Bylund	This is a Related Entity.	FALSE
Firm Name:	CBG Building Company	DEI Designation?	FALSE
Address:	19980 Highland Vista Drive, Suite 135		
Email:	Tommy.Bylund@CBGBC.com	Phone:	(703) 463-7113
6. Architect:	Joseph S. Saville	This is a Related Entity.	FALSE
Firm Name:	Davis, Carter, Scott, Ltd.	DEI Designation?	FALSE
Address:	8614 Westwood Center Drive, Suite 800, Tysons, VA 22182		
Email:	ssaville@dcsdesign.com	Phone:	(703) 556-9275
7. Real Estate Attorney:	Allison Domson	This is a Related Entity.	FALSE
Firm Name:	Williams Mullen	DEI Designation?	FALSE
Address:	200 South 10th Street, Suite 1600, Richmond, VA 23219		
Email:	Adomson@williamsmullen.com	Phone:	(804) 420-6915
8. Mortgage Banker:	Ryne Johnson	This is a Related Entity.	FALSE
Firm Name:	Astoria, LLC	DEI Designation?	FALSE
Address:	3450 Lady Marian Ct., Midlothian, VA 23113		
Email:	rynejohnson@astoriallc.com	Phone:	(804) 339-7205
9. Other:	Samir A. Alqutri	This is a Related Entity.	FALSE
Firm Name:	Geotechnical Services, Inc.	DEI Designation?	TRUE
Address:	3859 Centerview Drive, Suite 160, Chantilly, VA		
Email:	Salqutri@geotechnical-solutions.com	Role:	Ongoing dev. services
		Phone:	(703) 657-0014

**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:

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

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

**A. Nonprofit Involvement (All Applicants)**

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

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

**B. Type of involvement:**

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

or

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

**C. Identity of Nonprofit (All nonprofit applicants):**

The nonprofit organization involved in this development is:

Name:

Contact Person:

Street Address:

City:  State:  Zip:

Phone:  Contact Email:

G. NONPROFIT INVOLVEMENT

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

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

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

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

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

Name of qualified nonprofit: [Redacted]

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

Name of Local Housing Authority [Redacted]

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

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

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

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

**H. STRUCTURE AND UNITS INFORMATION**

**1. General Information**

a. Total number of <b>all</b> units in development	47	bedrooms	96
Total number of <b>rental</b> units in development	47	bedrooms	96
Number of low-income rental units	47	bedrooms	96
Percentage of rental units designated low-income	100.00%		
b. Number of new units:.....	47	bedrooms	96
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.....		74,028.45	(Sq. ft.)
e. Unheated Floor Area (i.e. Breezeways, Balconies, Storage).....		12,259.42	(Sq. ft.)
f. Nonresidential Commercial Floor Area (Not eligible for funding).....		0.00	
g. Total Usable Residential Heated Area.....		61,769.03	(Sq. ft.)
h. Percentage of Net Rentable Square Feet Deemed To Be <b>New Rental Space</b> .....		100.00%	
i. Exact area of site in acres .....	2.710		
j. Locality has approved a final site plan or plan of development.....		FALSE	
If <b>True</b> , Provide required documentation ( <b>TAB O</b> ).			
k. Requirement as of 2016: Site must be properly zoned for proposed development. <b>ACTION:</b> Provide required zoning documentation ( <b>MANDATORY TAB G</b> )			
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	1022.67	SF	9	9
2BR Garden	1334.85	SF	27	27
3BR Garden	1502.17	SF	11	11
4BR Garden	0.00	SF	0	0
2+ Story 2BR Townhouse	0.00	SF	0	0
2+ Story 3BR Townhouse	0.00	SF	0	0
2+ Story 4BR Townhouse	0.00	SF	0	0
			47	47

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

**3. Structures**

- a. Number of Buildings (containing rental units)..... 1
- b. Age of Structure:..... 0 years
- c. Maximum Number of stories:..... 5
- d. The development is a scattered site development..... FALSE
- e. Commercial Area Intended Use: N/A
- f. Development consists primarily of : **(Only One Option Below Can Be True)**
  - i. Low Rise Building(s) - (1-5 stories with any structural elements made of wood)..... TRUE
  - ii. Mid Rise Building(s) - (5-7 stories with no structural elements made of wood)..... FALSE
  - iii. High Rise Building(s) - (8 or more stories with no structural elements made of wood)..... FALSE
- g. Indicate **True** for all development's structural features that apply:
 

i. Row House/Townhouse	<u>FALSE</u>	v. Detached Single-family	<u>FALSE</u>
ii. Garden Apartments	<u>TRUE</u>	vi. Detached Two-family	<u>FALSE</u>
iii. Slab on Grade	<u>TRUE</u>	vii. Basement	<u>FALSE</u>
iv. Crawl space	<u>FALSE</u>		
- h. Development contains an elevator(s). TRUE
  - If true, # of Elevators. 1
  - Elevator Type (if known) MRL Traction

**H. STRUCTURE AND UNITS INFORMATION**

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

**4. Site Amenities (indicate all proposed)**

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

l. Describe Community Facilities: Club room, leasing, business center and outdoor active recreation area

m. Number of Proposed Parking Spaces 71  
 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.
- 52.66%** b1. Percentage of brick covering the exterior walls.
- 45.52%** 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*
- FALSE** 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.)*
- TRUE** 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.
- 0%** 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**

FALSE 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:

TRUE Earthcraft Gold or higher certification

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

FALSE LEED Certification

FALSE Enterprise Green Communities (EGC) Certification

**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.)

FALSE Zero Energy Ready Home Requirements

FALSE Passive House Standards

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

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

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

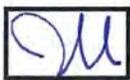
5 b. Number of Rental Units constructed to meet Virginia Housing's Universal Design standards:

11% of Total Rental Units

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

If not, please explain:

N/A



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

**I. UTILITIES**

1. Utilities Types:

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

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

- |                     |              |                |              |
|---------------------|--------------|----------------|--------------|
| Water?              | <u>FALSE</u> | Heat?          | <u>FALSE</u> |
| Hot Water?          | <u>TRUE</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	8	9	9	0
Air Conditioning	0	5	5	6	0
Cooking	0	4	5	5	0
Lighting	0	16	18	21	0
Hot Water	0	0	0	0	0
Water	0	21	25	29	0
Sewer	0	13	13	13	0
Trash	0	0	0	0	0
Total utility allowance for costs paid by tenant	\$0	\$67	\$76	\$84	\$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. TRUE Local PHA
- e. TRUE Other: Viridiant UA Assessment

**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.

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

2. Special Housing Needs/Leasing Preference:

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

FALSE

Elderly (as defined by the United States Fair Housing Act.)

FALSE

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

FALSE

Supportive Housing (as described in the Tax Credit Manual)

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

FALSE

Action: Provide Permanent Supportive Housing Certification (Tab S)

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**K. SPECIAL HOUSING NEEDS**

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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: Loudoun County DHCD

Contact person: John E. Hall

Title: Director

Phone Number: (703) 777-0387

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: 11
% of total Low Income Units 23%

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

Download Current CMA List from VirginiaHousing.com

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

4. Target Population Leasing Preference

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

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

First Name: Jan

Last Name: Haub

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**K. SPECIAL HOUSING NEEDS**

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Phone Number: (571) 482-5922

Email: Jhaub@ParadigmCos.com

**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
- FALSE Section 8 Project Based Assistance
- FALSE RD 515 Rental Assistance
- TRUE Section 8 Vouchers  
\*Administering Organization: Loudoun County DHCD
- FALSE State Assistance  
\*Administering Organization: \_\_\_\_\_
- FALSE Other: \_\_\_\_\_

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

FALSE

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

\_\_\_\_\_

d. Number of units receiving assistance:

How many years in rental assistance contract?

Expiration date of contract:

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

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**K. SPECIAL HOUSING NEEDS**

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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
2	4.26%	30% Area Median
5	10.64%	40% Area Median
17	36.17%	50% Area Median
23	48.94%	60% Area Median
0	0.00%	70% Area Median
0	0.00%	80% Area Median
0	0.00%	Market Units
47	100.00%	<b>Total</b>

Rent Levels		
# of Units	% of Units	
0	0.00%	20% Area Median
2	4.26%	30% Area Median
5	10.64%	40% Area Median
17	36.17%	50% Area Median
23	48.94%	60% Area Median
0	0.00%	70% Area Median
0	0.00%	80% Area Median
0	0.00%	Market Units
47	100.00%	<b>Total</b>

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

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

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

**2. Unit Mix Grid**

**FOR YOUR CONVENIENCE, COPY AND PASTE IS ALLOWED WITHIN UNIT MIX GRID**

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

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

	Unit Type (Select One)	Rent Target (Select One)	Number of Units	# of Units 504 compliant	Net Rentable Square Feet	Monthly Rent Per Unit	Total Monthly Rent
Mix 1	1 BR - 1 Bath	40% AMI	1	1	756.64	\$1,790.00	\$1,790
Mix 2	1 BR - 1 Bath	50% AMI	4		689.98	\$1,345.00	\$5,380
Mix 3	1 BR - 1 Bath	60% AMI	4		689.98	\$1,627.00	\$6,508
Mix 4	2 BR - 2 Bath	30% AMI	1		985.52	\$941.00	\$941
Mix 5	2 BR - 2 Bath	30% AMI	1	1	972.71	\$941.00	\$941
Mix 6	2 BR - 2 Bath	40% AMI	2	2	972.71	\$2,090.00	\$4,180
Mix 7	2 BR - 2 Bath	50% AMI	7		988.32	\$1,620.00	\$11,340
Mix 8	2 BR - 2 Bath	50% AMI	3		985.52	\$1,620.00	\$4,860
Mix 9	2 BR - 2 Bath	60% AMI	12		1021.55	\$1,959.00	\$23,508

L. UNIT DETAILS

Mix 10	2 BR - 2 Bath	60% AMI	1		988.32	\$1,959.00	\$1,959
Mix 11	3 BR - 2 Bath	40% AMI	1	1	1255.15	\$2,531.00	\$2,531
Mix 12	3 BR - 2 Bath	40% AMI	1		1127.33	\$2,531.00	\$2,531
Mix 13	3 BR - 2 Bath	50% AMI	3		1127.33	\$1,875.00	\$5,625
Mix 14	3 BR - 2 Bath	60% AMI	2		1255.15	\$2,267.00	\$4,534
Mix 15	3 BR - 2 Bath	60% AMI	4		1125.38	\$2,267.00	\$9,068
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
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Mix 60							\$0
Mix 61							\$0
Mix 62							\$0
Mix 63							\$0
Mix 64							\$0
Mix 65							\$0
Mix 66							\$0

**L. UNIT DETAILS**

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
<b>TOTALS</b>			47	5				\$85,696

<b>Total Units</b>	<b>47</b>	<b>Net Rentable SF:</b>	<b>TC Units</b>	<b>46,078.14</b>
			<b>MKT Units</b>	<b>0.00</b>
			<b>Total NR SF:</b>	<b>46,078.14</b>

<b>Floor Space Fraction (to 7 decimals)</b>	<b>100.00000%</b>
---	-------------------

**M. OPERATING EXPENSES**

**Administrative:**

Use Whole Numbers Only!

1. Advertising/Marketing			\$2,350
2. Office Salaries			\$67,868
3. Office Supplies			\$0
4. Office/Model Apartment	(type _____ )		\$0
5. Management Fee			\$48,353
<u>5.00%</u> of EGI	<u>\$1,028.79</u>	Per Unit	
6. Manager Salaries			\$0
7. Staff Unit (s)	(type _____ )		\$0
8. Legal			\$0
9. Auditing			\$0
10. Bookkeeping/Accounting Fees			\$2,585
11. Telephone & Answering Service			\$0
12. Tax Credit Monitoring Fee			\$2,115
13. Miscellaneous Administrative			\$16,450
<b>Total Administrative</b>			<b>\$139,721</b>

**Utilities**

14. Fuel Oil			\$0
15. Electricity			\$16,450
16. Water			\$2,585
17. Gas			\$20,680
18. Sewer			\$5,170
<b>Total Utility</b>			<b>\$44,885</b>

**Operating:**

19. Janitor/Cleaning Payroll			\$0
20. Janitor/Cleaning Supplies			\$0
21. Janitor/Cleaning Contract			\$0
22. Exterminating			\$2,350
23. Trash Removal			\$9,400
24. Security Payroll/Contract			\$2,350
25. Grounds Payroll			\$0
26. Grounds Supplies			\$0
27. Grounds Contract			\$20,727
28. Maintenance/Repairs Payroll			\$0
29. Repairs/Material			\$0
30. Repairs Contract			\$37,600
31. Elevator Maintenance/Contract			\$0
32. Heating/Cooling Repairs & Maintenance			\$0
33. Pool Maintenance/Contract/Staff			\$0
34. Snow Removal			\$0
35. Decorating/Payroll/Contract			\$4,700
36. Decorating Supplies			\$0
37. Miscellaneous			\$29,140
<b>Totals Operating &amp; Maintenance</b>			<b>\$106,267</b>

**M. OPERATING EXPENSES**

**Taxes & Insurance**

38. Real Estate Taxes		\$77,785
39. Payroll Taxes		\$0
40. Miscellaneous Taxes/Licenses/Permits		\$0
41. Property & Liability Insurance	\$675 per unit	\$31,725
42. Fidelity Bond		\$0
43. Workman's Compensation		\$5,922
44. Health Insurance & Employee Benefits		\$8,460
45. Other Insurance		\$0
<b>Total Taxes &amp; Insurance</b>		<b>\$123,892</b>

**Total Operating Expense**

**\$414,765**

**Total Operating Expenses Per Unit**

**\$8,825**

**C. Total Operating**

**42.90%**

**Expenses as % of EGI**

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

**\$14,100**

**Total Expenses**

**\$428,865**

**N. PROJECT SCHEDULE**

ACTIVITY	ACTUAL OR ANTICIPATED DATE	NAME OF RESPONSIBLE PERSON
<b>1. SITE</b>		
a. Option/Contract	9/29/2023	Stephen Wilson
b. Site Acquisition	5/1/2025	Stephen Wilson
c. Zoning Approval	11/15/2023	Stephen Wilson
d. Site Plan Approval	1/1/2025	Charles Margolis
<b>2. Financing</b>		
<b>a. Construction Loan</b>		
i. Loan Application	7/1/2024	Charles Margolis
ii. Conditional Commitment	10/28/2024	Charles Margolis
iii. Firm Commitment	12/15/2024	Charles Margolis
<b>b. Permanent Loan - First Lien</b>		
i. Loan Application	7/1/2024	Charles Margolis
ii. Conditional Commitment	10/28/2024	Charles Margolis
iii. Firm Commitment	12/15/2024	Charles Margolis
<b>c. Permanent Loan-Second Lien</b>		
i. Loan Application	N/A	N/A
ii. Conditional Commitment		
iii. Firm Commitment		
<b>d. Other Loans &amp; Grants</b>		
i. Type & Source, List	Loudoun County Affordable MultiFamily	John Hall
ii. Application	10/2/2023	Charles Margolis
iii. Award/Commitment	2/20/2024	Phyllis J Randall
<b>2. Formation of Owner</b>	1/29/2024	Stephen Wilson
<b>3. IRS Approval of Nonprofit Status</b>	N/A	N/A
<b>4. Closing and Transfer of Property to Owner</b>	5/1/2025	Stephen Wilson
<b>5. Plans and Specifications, Working Drawings</b>	7/1/2024	Charles Margolis
<b>6. Building Permit Issued by Local Government</b>	4/15/2025	Charles Margolis
<b>7. Start Construction</b>	5/1/2025	Charles Margolis
<b>8. Begin Lease-up</b>	10/1/2026	Charles Margolis
<b>9. Complete Construction</b>	10/1/2026	Charles Margolis
<b>10. Complete Lease-Up</b>	3/1/2027	Charles Margolis
<b>11. Credit Placed in Service Date</b>	10/1/2026	Charles Margolis

**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"
<b>1. Contractor Cost</b>				
a. Unit Structures (New)	10,448,161	0	0	10,448,161
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	878,483	0	0	878,483
<b>Total Structure</b>	11,326,644	0	0	11,326,644
f. Earthwork	60,000	0	0	60,000
g. Site Utilities	77,500	0	0	77,500
<input type="checkbox"/> h. Renewable Energy	50,000	0	0	50,000
i. Roads & Walks	363,468	0	0	363,468
j. Site Improvements	148,079	0	0	148,079
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	104,000	0	0	104,000
<b>Total Land Improvements</b>	803,047	0	0	803,047
<b>Total Structure and Land</b>	12,129,691	0	0	12,129,691
r. General Requirements	761,672	0	0	761,672
s. Builder's Overhead	537,701	0	0	537,701
( 4.4% Contract)				
t. Builder's Profit	0	0	0	0
( 0.0% Contract)				
u. Bonds	116,427	0	0	116,427
v. Building Permits	0	0	0	0
w. Special Construction	15,136	0	0	15,136
x. Special Equipment	0	0	0	0
y. Other 1: GC Insurance	81,499	0	0	81,499
z. Other 2: Subcontractor Insurance	93,142	0	0	93,142
aa. Other 3:	0	0	0	0
<b>Contractor Costs</b>	<b>\$13,735,268</b>	<b>\$0</b>	<b>\$0</b>	<b>\$13,735,268</b>

**Construction cost per unit: \$272,484.79**

**MAXIMUM COMBINED GR, OVERHEAD & PROFIT = \$1,698,157**

**ACTUAL COMBINED GR, OVERHEAD & PROFIT = \$1,299,373**

**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"
<b>2. Owner Costs</b>				
a. Building Permit	120,078	0	0	120,078
b. Architecture/Engineering Design Fee \$12,881 /Unit)	605,426	0	0	605,426
c. Architecture Supervision Fee \$2,342 /Unit)	110,078	0	0	110,078
d. Tap Fees	825,581	0	0	825,581
e. Environmental	23,008	0	0	23,008
f. Soil Borings		0	0	0
g. Green Building (Earthcraft, LEED, etc.)	27,519	0	0	27,519
h. Appraisal	12,000	0	0	12,000
i. Market Study	12,000	0	0	12,000
j. Site Engineering / Survey	33,750	0	0	33,750
k. Construction/Development Mgt		0	0	0
l. Structural/Mechanical Study		0	0	0
m. Construction Loan Origination Fee	55,000	0	0	0
n. Construction Interest ( 7.7% for 17 months)	1,305,000	0	0	759,000
o. Taxes During Construction	68,798	0	0	34,399
p. Insurance During Construction	82,558	0	0	82,558
q. Permanent Loan Fee ( 0.0% )	161,875			
r. Other Permanent Loan Fees	0			
s. Letter of Credit	92,722	0	0	0
t. Cost Certification Fee	0	0	0	0
u. Accounting	44,031	0	0	44,031
v. Title and Recording	77,000	0	0	46,200
w. Legal Fees for Closing	181,628	0	0	54,488
x. Mortgage Banker	75,539	0	0	75,539
y. Tax Credit Fee	85,000			
z. Tenant Relocation	0			
aa. Fixtures, Furnitures and Equipment	165,116	0	0	165,116
ab. Organization Costs	0			
ac. Operating Reserve	448,529			
ad. Contingency				
ae. Security	0	0	0	0
af. Utilities	99,070	0	0	99,070
ag. Supportive Service Reserves	0			

**O. PROJECT BUDGET - OWNER COSTS**

(1) Other* specify: Bond Fees	29,693	0	0	29,693
(2) Other* specify: Proffers	220,156	0	0	165,117
(3) Other* specify: Accessibility/Commissionin	16,512	0	0	16,512
(4) Other* specify: Marketing	55,039	0	0	
(5) Other* specify: Wifi Install	55,039	0	0	55,039
(6) Other* specify: LIHTC Syndication Legal	50,000	0	0	0
(7) Other* specify:		0	0	0
(8) Other* specify:		0	0	0
(9) Other* specify:	0	0	0	0
<b>Owner Costs Subtotal (Sum 2A..2(10))</b>	<b>\$5,137,745</b>	<b>\$0</b>	<b>\$0</b>	<b>\$3,396,202</b>
<b>Subtotal 1 + 2</b> (Owner + Contractor Costs)	<b>\$18,873,013</b>	<b>\$0</b>	<b>\$0</b>	<b>\$17,131,470</b>
<b>3. Developer's Fees</b>	<b>2,090,000</b>	<b>0</b>	<b>0</b>	<b>2,090,000</b>
<b>4. Owner's Acquisition Costs</b>				
Land	1,880,000			
Existing Improvements	0	0		
Subtotal 4:	\$1,880,000	\$0		
<b>5. Total Development Costs</b>				
Subtotal 1+2+3+4:	\$22,843,013	\$0	\$0	\$19,221,470

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:**

**\$2,090,241**

Proposed Development's Cost per Sq Foot \$283 **Meets Limits**  
 Applicable Cost Limit by Square Foot: \$520

Proposed Development's Cost per Unit \$446,022 **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	
<b>1. Total Development Costs</b>	22,843,013	0	0	19,221,470

**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 19,221,470

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

a. For QCT or DDA (Eligible Basis x 30%) <i>State Designated Basis Boosts:</i>		0	0
b. For Revitalization or Supportive Housing (Eligible Basis x 30%)		0	5,766,441
c. For Green Certification (Eligible Basis x 10%)			0

**Total Adjusted Eligible basis** 0 24,987,911

**5. Applicable Fraction** 100.00000% 100.00000% 100.00000%

**6. Total Qualified Basis (Eligible Basis x Applicable Fraction)** 0 0 24,987,911

**7. Applicable Percentage** 4.00% 4.00% 9.00%

**8. Maximum Allowable Credit under IRC §42 (Qualified Basis x Applicable Percentage)** \$0 \$0 \$2,248,912

(Must be same as BIN total and equal to or less than credit amount allowed) \$2,248,912  
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. VH Construction Loan			\$12,200,000	Ed Trageser
2.				
3.				
Total Construction Funding:			\$12,200,000	

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

Source of Funds	Date of Application	Date of Commitment	<i>(Whole Numbers only)</i>		Interest Rate of Loan	Amortization Period IN YEARS	Term of Loan (years)
			Amount of Funds	Annual Debt Service Cost			
1. Virginia Housing REACH			\$2,000,000	\$99,560	3.95%	40	40
2. Virginia Housing REACH			\$2,650,000	\$131,917	3.95%	40	40
3. Virginia Housing Taxable Loan			\$2,903,907	\$234,484	7.70%	40	40
4. Loudoun County Affordab	10/2/2023	2/20/2024	\$4,144,328		2.00%	40	40
5. Loudoun County Tap and	2/12/2024	3/1/2024	\$100,000				
6.							
7.							
8.							
9.							
10.							
Total Permanent Funding:			\$11,798,235	\$465,961			

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

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

**Q. SOURCES OF FUNDS**

**4. Subsidized Funding**

	Source of Funds	Date of Commitment	Amount of Funds
1.	Loudoun County Affordable Multi Family	2/20/2024	\$4,144,328
2.	Loudoun County Tap and Permit Fee Wa	3/1/2024	\$100,000
3.			
4.			
5.			
Total Subsidized Funding			\$4,244,328

**5. Recap of Federal, State, and Local Funds**

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

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

Below-Market Loans

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

Market-Rate Loans

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

Grants\*

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

Grants

c.	State	
d.	Local	
e.	Other:	

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

**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:

Two empty yellow rectangular boxes for listing financing and credit enhancements.

**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.

If True, Section 8 Proj Based Assistance should be TRUE in Special Hsg Needs tab

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	= <span style="border: 1px solid black; padding: 2px;">\$0</span>
Amount of Virginia historic credits	\$0	x Equity \$	\$0.000	= <span style="border: 1px solid black; padding: 2px;">\$0</span>
b. Housing Opportunity Tax Credit Request (paired with 4% credit requests only)				
Amount of State HOTC	\$0	x Equity \$	\$0.000	= <span style="border: 1px solid black; padding: 2px;">\$0</span>
c. Equity that Sponsor will Fund:				
i. Cash Investment	\$0			
ii. Contributed Land/Building	\$0			
iii. Deferred Developer Fee	\$4,777	(Note: Deferred Developer Fee cannot be negative.)		
iv. 45L Credit Equity	\$0			
v. Other:	\$0			

**ACTION:** If Deferred Developer Fee is greater than 50% of overall Developer Fee, provide a cash flow statement showing payoff within 15 years at **TAB A**.

**Equity Total** \$4,777

**2. Equity Gap Calculation**

a. Total Development Cost		\$22,843,013
b. Total of Permanent Funding, Grants and Equity	-	\$11,803,012
c. Equity Gap		\$11,040,001
d. Developer Equity	-	\$1,105
e. Equity gap to be funded with low-income tax credit proceeds		\$11,038,896

**3. Syndication Information (If Applicable)**

a. Actual or Anticipated Name of Syndicator:	▶ Stratford Capital Group		
Contact Person:	Miles Hapgood	Phone:	978 535 5600
Street Address:	701 Edgewater Drive, Suite 210		
City:	Wakefield	State:	MA
		Zip:	01880

b. Syndication Equity	
i. Anticipated Annual Credits	\$1,200,000.00
ii. Equity Dollars Per Credit (e.g., \$0.85 per dollar of credit)	\$0.920
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	\$1,199,880
vi. Total to be paid by anticipated users of credit (e.g., limited partners)	\$11,038,896

c. Syndication:	Private
d. Investors:	Corporate

**4. Net Syndication Amount** \$11,038,896  
 Which will be used to pay for Total Development Costs

**5. Net Equity Factor** 92.0000000000%  
 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>\$22,843,013</u>
2. Less Total of Permanent Funding, Grants and Equity	-	<u>\$11,803,012</u>
3. Equals Equity Gap		<u>\$11,040,001</u>
4. Divided by Net Equity Factor (Percent of 10-year credit expected to be raised as equity investment)		<u>92.0000000000%</u>
5. Equals Ten-Year Credit Amount Needed to Fund Gap		<u>\$12,000,001</u>
Divided by ten years		<u>10</u>
6. Equals Annual Tax Credit Required to Fund the Equity Gap		<u>\$1,200,000</u>
7. Maximum Allowable Credit Amount (from Eligible Basis Calculation)		<u>\$2,248,912</u>
8. Requested Credit Amount	For 30% PV Credit:	<u>\$0</u>
	For 70% PV Credit:	<u>\$1,200,000</u>
Credit per LI Units	<u>\$25,531.9149</u>	
Credit per LI Bedroom	<u>\$12,500.0000</u>	
	<b>Combined 30% &amp; 70% PV Credit Requested</b>	<b>\$1,200,000</b>

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		\$85,696
Plus Other Income Source (list):	Other income (fees, etc)	\$940
Equals Total Monthly Income:		\$86,636
Twelve Months		x12
Equals Annual Gross Potential Income		\$1,039,632
Less Vacancy Allowance	7.0%	\$72,774
<b>Equals Annual Effective Gross Income (EGI) - Low Income Units</b>		<b>\$966,858</b>

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
<b>Equals Annual Effective Gross Income (EGI) - Market Rate Units</b>		<b>\$0</b>

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

**3. Cash Flow (First Year)**

a.	Annual EGI Low-Income Units	\$966,858
b.	Annual EGI Market Units	\$0
c.	Total Effective Gross Income	\$966,858
d.	Total Expenses	\$428,865
e.	Net Operating Income	\$537,993
f.	Total Annual Debt Service	\$465,961
g.	Cash Flow Available for Distribution	\$72,032

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	966,858	986,195	1,005,919	1,026,037	1,046,558
Less Oper. Expenses	428,865	441,731	454,983	468,632	482,691
Net Income	537,993	544,464	550,936	557,405	563,867
Less Debt Service	465,961	465,961	465,961	465,961	465,961
Cash Flow	72,032	78,503	84,975	91,444	97,906
Debt Coverage Ratio	1.15	1.17	1.18	1.20	1.21

	Year 6	Year 7	Year 8	Year 9	Year 10
Eff. Gross Income	1,067,489	1,088,839	1,110,616	1,132,828	1,155,485
Less Oper. Expenses	497,172	512,087	527,450	543,273	559,572
Net Income	570,317	576,752	583,166	589,555	595,913
Less Debt Service	465,961	465,961	465,961	465,961	465,961
Cash Flow	104,356	110,791	117,205	123,594	129,952
Debt Coverage Ratio	1.22	1.24	1.25	1.27	1.28

	Year 11	Year 12	Year 13	Year 14	Year 15
Eff. Gross Income	1,178,594	1,202,166	1,226,209	1,250,734	1,275,748
Less Oper. Expenses	576,359	593,649	611,459	629,803	648,697
Net Income	602,236	608,517	614,750	620,931	627,051
Less Debt Service	465,961	465,961	465,961	465,961	465,961
Cash Flow	136,275	142,556	148,789	154,970	161,090
Debt Coverage Ratio	1.29	1.31	1.32	1.33	1.35

Estimated Annual Percentage Increase in Revenue 2.00% (Must be < 2%)  
 Estimated Annual Percentage Increase in Expenses 3.00% (Must be >= 3%)



**V. STATEMENT OF OWNER**

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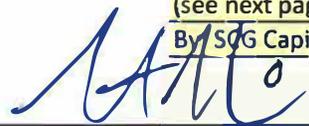
The undersigned hereby acknowledges the following:

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

V. STATEMENT OF OWNER

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

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

Legal Name of Owner: Commonwealth Lofts 9, LLC  
 (see next page for full signature block)  
 By: SGG Capital Corp.  
  
 By: \_\_\_\_\_  
 Its: President - Virginia Office  
 (Title)

**COMMONWEALTH LOFTS 9, LLC**

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

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

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

By: SCG Capital Corp.,  
A Delaware Corporation,  
its Sole Member

By:   
\_\_\_\_\_  
Stephen P. Wilson,  
President – Virginia Office

V. STATEMENT OF ARCHITECT

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

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

Legal Name of Architect:	Joseph Steven Saville
Virginia License#:	0401012654
Architecture Firm or Company:	Davis, Carter, Scott Ltd.

By: 

Its:  Project Director  
(Title)

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

**W. LIHTC SELF SCORE SHEET**

**Self Scoring Process**

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

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

**MANDATORY ITEMS:**

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

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

**1. READINESS:**

- a. Virginia Housing notification letter to CEO (via Locality Notification Information App)
- b. Local CEO Opposition Letter
- c. Plan of development
- d. Location in a revitalization area based on Qualified Census Tract
- e. Location in a revitalization area with resolution
- f. Location in a Opportunity Zone

Y	0 or -50	0.00
N	0 or -25	0.00
N	0 to 10	0.00
N	0 or 10	0.00
Y	0 or 15	15.00
N	0 or 15	0.00
<b>Total:</b>		<b>15.00</b>

**2. HOUSING NEEDS CHARACTERISTICS:**

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

Y	0 or up to 5	5.00
N	0 or 20	0.00
18.58%	Up to 40	37.16
N	0 or 5	0.00
Y	0 or 10	10.00
3%	0, 20, 25 or 30	30.00
N	0 or 15	0.00
Y	Up to 20	20.00
<b>Total:</b>		<b>102.16</b>

3. DEVELOPMENT CHARACTERISTICS:

a. Enhancements (See calculations below)			78.21
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	11%	Up to 15	1.60
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>189.81</u>

4. TENANT POPULATION CHARACTERISTICS:

Locality AMI	State AMI
\$152,100	\$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	23.40%	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)	4.26%	Up to 10	4.26
d. Units with rents at or below 40% of AMI (up to 10% of LI units)	14.89%	Up to 10	10.00
e. Units in Higher Income Jurisdictions with rent and income at or below 50% of AMI	51.06%	Up to 50	50.00
f. Units in Higher Income Jurisdictions with rents <= 50% rented to tenants with <= 60% of AMI	51.06%	Up to 25	0.00
or g. Units in LI Jurisdictions with rents <= 50% rented to tenants with <= 60% of AMI	51.06%	Up to 50	0.00
Total:			<u>94.26</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	Y	0 or 5	5.00
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>25.00</u>

6. EFFICIENT USE OF RESOURCES:

a. Credit per unit		Up to 200	155.47
b. Cost per unit		Up to 100	91.08
Total:			<u>246.55</u>

7. BONUS POINTS:

a. Extended Use Restriction	35 Years	40 or 50	50.00
or b. Nonprofit or LHA purchase option	N	0 or 60	0.00
or c. Nonprofit or LHA Home Ownership option	N	0 or 5	0.00
d. Combined 9% and 4% Tax Exempt Bond Site Plan	Y	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>90.00</u>

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

**TOTAL SCORE: 762.78**

**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	38.21
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	0.00
h. Each unit provided free individual WiFi	12	12.00
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	0.00
s. New Construction: Balcony or patio	4	0.00
		<u>78.21</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: 78.21**



**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	\$2,248,912
Credit Requested	\$1,200,000
% of Savings	46.64%
Sliding Scale Points	155.47

**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	\$20,963,013
Total Square Feet	74,028.45
Proposed Cost per SqFt	\$283.18
Applicable Cost Limit per Sq Ft	\$520.00
% of Savings	45.54%
Total Units	47
Proposed Cost per Unit	\$446,022
Applicable Cost Limit per Unit	\$550,481
% of Savings	18.98%
Max % of Savings	45.54%
Sliding Scale Points	91.08



# Tab A:

Organizational Documents, developer fee agreement and Org Chart for this deal  
(MANDATORY)

# OPERATING AGREEMENT

*Of*

## COMMONWEALTH LOFTS 9, LLC

This Operating Agreement (“Agreement”) is made and entered into as of January 29, 2024, by its initial member, Commonwealth Lofts 9 MM, LLC, a Virginia limited liability company (the “Member”).

### Article I. Organization and Purpose

A. *Formation.* The party to this Agreement acknowledges and affirms the formation of Commonwealth Lofts 9, LLC, a Virginia limited liability company (the “Company”), by the filing of Articles of Organization with the Virginia State Corporation Commission, and this Agreement is hereby adopted pursuant to the Virginia Limited Liability Company Act (the “Act”).

B. *Name.* The name of the limited liability company is “**Commonwealth Lofts 9, LLC.**”

C. *Purpose.* The purpose for which the Company is formed is to transact any or all lawful business, not required to be specifically stated in this Agreement, for which limited liability companies may be formed under the Act, as the same may be amended from time to time.

D. *Office.* The principal office of the Company is located at 8245 Boone Boulevard, Suite 640, Vienna, Virginia 22182, or at such other places as the Manager (as defined below) may designate.

E. *Term.* The term of the Company commenced on the date the Company’s Articles of Organization was accepted for filing by the Virginia State Corporation Commission, and shall be perpetual unless sooner dissolved and terminated as provided in this Agreement.

F. *Tax Matters Member/Partner.* Commonwealth Lofts 9 MM, LLC shall be the “Tax Matters Member/Partner” for federal income tax purposes, and as such, shall represent the Company in dealing with the Internal Revenue Service or other state or federal tax authorities, and shall be the Member to whom all official government tax notices shall be sent.

G. *Other Ventures.* The Member may be involved in other business ventures, independently or with others, and the Company shall not have any rights by virtue of this Agreement in the independent ventures or the income or profits derived from them.

H. *Company Operation.* The Manager shall operate and maintain the business affairs of the Company in accordance with this Agreement and shall cause the Company to adhere to the following:

1. The Company shall maintain separate financial statements, showing its assets and liabilities separate and apart from those of any other person or entity and shall not have its assets listed on the financial statement of any other entity.

2. The Company shall file its tax returns separate from those of any other entity and shall not file a consolidated federal income tax return with any other entity.

3. The Company shall be responsible for and shall pay its own liabilities and expenses out of its own funds.

4. The Company shall ensure its existence and identity separate and apart from that of any other entity and shall take all efforts to correct any known misunderstanding regarding its separate identity.

## **Article II. Capital Contributions**

A. *Capital Contributions.* The Member shall make the capital contributions to the Company from time to time in the amounts set forth on Exhibit A hereto. No Member shall be required to make any capital contribution to the Company, except as expressly agreed upon in writing by the Member.

B. *Membership Interests.* “Membership Interest” shall mean the entire interest of the Member in the Company representing such Member's rights, powers and privileges under this Agreement.

C. *Members.* The term “Member” shall include the Member and any other person or entity hereafter admitted as a member in the Company pursuant to the terms of this Agreement. The name and mailing address of the Member and the amount contributed to the capital of the Company is set forth on Exhibit A attached hereto.

D. *Capital Accounts.* Capital Accounts shall be maintained in accordance with Section 704 of the Internal Revenue Code of 1986, as amended, (the “Code”), and the Treasury Regulations promulgated thereunder (“Capital Accounts”). It is the intent of the Member to comply with the purposes of these laws and this Agreement should be construed accordingly.

E. *Interest on and Return of Capital Contributions.* No Member shall be entitled to interest on its capital contribution. No Member shall be entitled to withdraw any part of its capital contribution or its Capital Account or to receive any distribution from the Company, and there shall be no obligation to return to any Member or withdrawn Member any part of such Member's capital contributions for so long as the Company continues in existence, except as specifically provided in this Agreement.

F. *Loans Not to be Treated as Capital Contributions.* Loans or advances by any Member to the Company shall not be considered Capital Contributions and shall not increase the

Capital Account balance of the lending or advancing Member. No Member shall be required under any circumstances to contribute or lend any money or property to the Company.

G. *Loans From Third Parties.* The Company may enter into any loan agreement or incur any indebtedness approved by the Manager in accord with this Agreement.

### **Article III. Distributions/Profits and Losses**

A. Except as otherwise provided herein, the Company shall make distributions in amounts and at times as determined by the Manager in accordance with the respective membership interests of each Member.

B. *Definition of Profits and Losses.* “Profits” and “Losses” shall mean the taxable income or loss, as the case may be, for a period (or from a transaction) as determined in accordance with Section 703(a) of the Code (for this purpose, all items of income, gain, loss or deduction required to be separately stated pursuant to Section 703(a)(1) of the Code shall be included in taxable income or loss).

C. *General Allocation of Profits and Losses.* Profits and Losses for any fiscal period shall be allocated to each Member in accordance with and in proportion to their respective membership interests.

D. *Tax Year and Accounting Methods.* It is the intent of the Member that the Company be treated as a disregarded entity for federal and state tax purposes. The taxable year of the Company shall be the calendar year.

### **Article IV. Management**

A. *Management by Manager.* The Company shall be managed by a manager (the “Manager”) and as such shall be a “manager managed” company. The Manager may appoint a president and a secretary to act on behalf of the Company, and each such appointee shall have the powers typically prescribed for such position in a Virginia limited liability company.

B. *Initial Manager.* The initial Manager of the Company shall be Commonwealth Lofts 9 MM, LLC, which shall serve as Manager until the Member or the Members holding a majority of ownership interests in the Company appoint a new Manager.

C. *Authority of Manager.* The Manager (or its appointee) has the sole authority to manage the Company and is authorized to make any contracts, enter into any transactions, and make and obtain any commitments on behalf of the Company to conduct or further the Company’s business.

D. *Exculpation of Manager.* The Manager is released from and shall have no liability for damages and other monetary relief to the full extent permitted by the Act.

## Article V. Liability, Exculpation and Indemnification

### A. *Liability to Third Parties.*

1. Except as otherwise expressly required by law, a Member shall have no liability in excess of (a) the amount of such Member's Capital Contributions, (b) the Member's share of any assets and undistributed profits of the Company, (c) the Member's obligation to make other payments expressly provided for in this Agreement, and (d) the amount of any distributions wrongfully distributed to such Member.

2. No Covered Person (as defined below) shall be liable or obligated personally for any debt, obligation or liability of the Company. The term "Covered Person" shall mean the Member and his Affiliates, the Manager, and all officers, directors, shareholders, partners, members, employees, representatives and agents of the Member and his respective Affiliates and the heirs, executors and personal representatives of the foregoing, and all of their successors and permitted assignees (if any).

B. *Exculpation.* No Covered Person shall be liable to the Company or any other Covered Person for any loss, damage or claim incurred by reason of any act or mission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of authority conferred on such Covered Person by this Agreement, except that a Covered Person shall be liable for any such loss, damage or claim incurred by reason of such Covered Person's gross negligence or willful misconduct.

C. *Indemnification.* A Covered Person shall be entitled to indemnification from the Company, to the fullest extent permitted by applicable law, for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of authority conferred on such Covered Person by this Agreement, except that no Covered Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of gross negligence or willful misconduct with respect to such acts or omissions; provided, however, that any indemnity under this paragraph shall be provided out of and to the extent of Company assets only, and no Covered Person shall have any personal liability on account thereof. No amendment or repeal of this Section shall limit or eliminate the right to indemnification provided hereunder with respect to acts of omissions occurring prior to such amendment or repeal.

D. *Expenses.* All expenses (including legal fees) incurred by a Covered Person in defending any claim, demand, action, suit or proceeding shall be advanced by the Company prior to the final disposition thereof upon receipt by the Company of an undertaking by or on behalf of the Covered Person to repay such amount if it shall be determined that the Covered Person is not entitled to be indemnified hereunder.

E. *Effect of Invalid Provisions.* If any provision of this Article shall be adjudicated invalid or unenforceable, such adjudication shall not be deemed to invalidate or otherwise affect any

other provision hereof or any power of indemnity which the Company may have under the laws of the Commonwealth of Virginia.

#### **Article VI. Admission of a New Member**

A. *Admission of a New Member.* Additional Membership Interests may be issued and additional Members may be admitted to the Company only by approval of the sole Member.

#### **Article VII. Dissolution**

A. *Events Resulting in Dissolution.* Except as provided in this Article VII, the Company shall be dissolved subject only to the specific restrictions set forth in this Agreement, upon the approval of the sole Member and the Manager or upon judicial dissolution pursuant to the Act.

B. *Conclusion of Affairs.* In the event of the dissolution of the Company for any reason, the Manager shall proceed promptly to wind up the affairs of and liquidate the Company. After providing for the payment of all debts and liabilities of the Company and all expenses of liquidation, and subject to any reserves as it may deem reasonably necessary for any contingencies or unforeseen liabilities or obligations of the Company, the proceeds of the liquidation and any other assets of the Company shall be distributed to or for the benefit of the sole Member in accordance with this Agreement.

C. *Order of Priority in Liquidation.* If the Company is terminated, the Manager shall proceed with the liquidation of the Company as provided in the previous section and the proceeds from the liquidation shall be applied as follows:

1. First, to the payment of debts and liabilities of the Company, other than loans and advances that may have been made by the Member to the Company, and the expenses of liquidation;

2. Next, the proceeds shall be applied to the payment of any loans or advances that may have been made by any Member to the Company but if the amount available for repayment is insufficient, then on a pro rata basis;

3. Next, the Company's assets shall be distributed to the Member.

D. *Termination.* Upon completion of the liquidation of the Company and the distribution of all the Company's assets, the Company shall terminate, and the Manager shall execute and record a Certificate of Cancellation of the Company as well as any and all other documents required to effectuate the dissolution and termination of the Company.

E. *No Deficit Restoration Obligation; No Liability for Return of Capital.* A negative or deficit balance in the Member's Capital Account shall not be deemed to be an asset of the Company, and a Member with a negative or deficit Capital Account balance shall have no

obligation to the Company or to any third party or creditor to restore such negative or deficit balance.

### **Article VIII. Miscellaneous**

A. *Books and Records.* At all times during the term of the Company, the Manager shall keep, or cause to be kept, full and faithful books of account, records and supporting documents of the Company. The books of account, records, and all documents and other writings of the Company shall be kept separate and apart from any other person or entity and shall be maintained at the principal office of the Company.

B. *Amendment.* This Agreement may only be modified or amended by a written instrument signed by the sole Member.

C. *Notices.* For purposes of this Agreement, notices, offers and acceptances must be in writing and shall be deemed to be served and received at the time hand delivered or sent by overnight courier or U.S. certified mail to the last known address of the party involved or when delivered in person. Notices to the Member or the Manager shall be directed to 8245 Boone Boulevard, Suite 640, Vienna, Virginia 22182.

D. *Enforceability.* The waiver by any party to this Agreement of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if such invalid and unenforceable provision were omitted.

E. *Binding Effect.* This Agreement shall inure to the benefit of and be binding upon the parties to this Agreement, their successors, heirs, personal representatives and assigns.

F. *Interpretation.* Whenever the context may require, any noun or pronoun used herein shall include the corresponding masculine, feminine or neuter forms. The singular form of nouns, pronouns and verbs shall include the plural and vice versa.

G. *Governing Law.* This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia, without reference to its conflicts of laws rules.

H. *Headings.* The headings, subheadings and other captions in this Agreement are for convenience and reference only and shall not be used in interpreting, construing or enforcing any of the provisions of this Agreement.

[Signature Page Follows]

The undersigned, being the sole Member of the Company, hereby agrees, acknowledges and certifies that the foregoing Agreement constitutes the sole and entire Operating Agreement of the Company, adopted as of the date first above written.

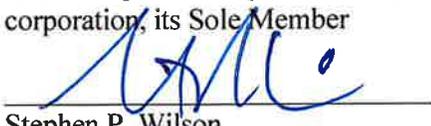
**SOLE MEMBER:**

Commonwealth Lofts 9 MM, LLC,  
a Virginia limited liability company,

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

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

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

By:   
Stephen P. Wilson,  
President - Virginia Office

The undersigned, having been named as the Manager in the foregoing Agreement, hereby agrees, acknowledges and accepts the position of Manager as described in the Agreement.

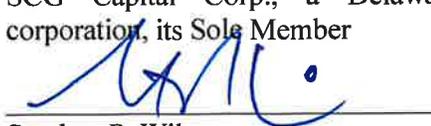
**MANAGER:**

Commonwealth Lofts 9 MM, LLC,  
a Virginia limited liability company,

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

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

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

By:   
Stephen P. Wilson,  
President - Virginia Office

**EXHIBIT A**

<u>Member Name</u>	<u>Member Address</u>	<u>Initial Capital Contribution</u>	<u>Percentage Interest</u>
Commonwealth Lofts 9 MM, LLC	8245 Boone Blvd, #640 Vienna, VA 22182	\$100.00	100%

(104603311.1)



# **Tab B:**

Virginia State Corporation Commission Certification  
(MANDATORY)

# Commonwealth OF Virginia



## State Corporation Commission

### CERTIFICATE OF FACT

I Certify the Following from the Records of the Commission:

That Commonwealth Lofts 9, LLC is duly organized as a Limited Liability Company under the law of the Commonwealth of Virginia;

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

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

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

Nothing more is hereby certified.



Signed and Sealed at Richmond on this Date:

February 27, 2024

A handwritten signature in black ink, appearing to read "Bernard J. Logan".

Bernard J. Logan, Clerk of the Commission

# **Tab C:**

Principal's Previous Participation Certification  
(MANDATORY)



## Previous Participation Certification

Development Name: **Commonwealth Lofts 9**

Name of Applicant (entity): **Commonwealth Lofts 9, 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

**Stephen P Wilson**

Printed Name

**2/20/2024**

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



## Previous Participation Certification

Development Name: **Commonwealth Lofts 9**

Name of Applicant (entity): **Commonwealth Lofts 9, 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

**Jonathan Font**

Printed Name

**2/20/2024**

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



## Previous Participation Certification

Development Name:

Name of Applicant (entity):

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.

A handwritten signature in blue ink, appearing to read "Michael Fort".

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: Commonwealth Lofts 9  
 Name of Applicant: Commonwealth Lofts 9, 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: Commonwealth Lofts 9 MM, LLC Controlling GP (CGP) or 'Named' Managing Member of Proposed property? Y  
 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								
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10								
11								
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13								
14								
15								
16								
17								
18								
19								
20								

\* 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

# List of LIHTC Developments (Schedule A)



Development Name: Commonwealth Lofts 9  
 Name of Applicant: Commonwealth Lofts 9, 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: SCG Development Partners, LLC Controlling GP (CGP) or 'Named' Managing Member of Proposed property? Y  
 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 Coyle School Residences, LP Taunton, MA	Coyle School Residences 703.942.6610	Y	50	45	TBD	TBD	N
2 Ovata at Reedy Creek, LP Charlotte, NC	Ovata at Reedy Creek, LP 703.942.6610	Y	78	78	TBD	TBD	N
3 500 Northside Station Spartanburg, SC	Partans, LLC 703.942.6610	Y	90	81	7/30/2021	9/1/2022	N
4 Renaissance Place Greenville, SC	Renaissance Place, LP 703.942.6610	Y	57	57	9/15/2021	2/15/2022	N
5 Silver Creek Kensington, MD	Knowles Manor Senior Housing LLC 703.942.6610	Y	94	94	12/28/2021	7/31/2023	N
6 Parkside at Hickory Grove Charlotte, NC	Parkside at Hickory Grove, LP 703.942.6610	Y	80	80	10/1/2021	12/15/2022	N
7 Ovation at Arrowbrook I Herndon, VA	Arrowbrook Apartments I, LLC 703.942.6610	Y	126	126	3/30/2023	1/23/2024	N
8 Ovation at Arrowbrook II Herndon, VA	Arrowbrook Apts II, LLC 703.942.6610	Y	148	148	4/14/2023	TBD	N
9 Oxford School Residences Fairhaven, MA	Oxford School Residences LP 978.535.5600	Y	52	45	6/13/2022	4/3/2023	N
10 One University Family Fairfax, VA	One University Family, LLC 703.942.6610	Y	120	120	TBD	TBD	N
11 One University Senior Fairfax, VA	One University Senior, LLC 703.942.6610	Y	120	120	TBD	TBD	N
12 Parkside at Butler Mauldin, SC	Parkside at Butler, LP 703.942.6610	Y	72	72	2/15/2023	1/4/2024	N
13 Frederick Road Senior Housing Gaithersburg, MD	Frederick Road Senior 4% Owner L 703.942.6610	Y	111	111	12/27/2023	TBD	N
14 South Street Family Frederick, MD	South Street Family, LLC 703.942.6610	Y	56	56	TBD	TBD	N
15 South Street Senior Frederick, MD	South Street Senior, LLC 703.942.6610	Y	96	96	TBD	TBD	N
16 Helena Crocker Residences Westford, MA	Helena Crocker Residences LP 978.535.5600	Y	18	18	11/15/2023	TBD	N
17 Parkside at Main Simpsonville, SC	Parkside at Main, LP 703.942.6610	Y	42	42	2/17/2021	2/24/2021	N
18 Parkside at Hudson Gastonia, NC	Parkside at Hudson, LP 703.942.6610	Y	80	80	11/6/2020	9/15/2021	N
19 Dogwood Trail Albany, GA	Dogwood Trail Apartments, LP 703.942.6610	Y	64	61	12/31/2020	2/25/2022	N
20 Springhill Apartments Madison, FL	Springhill Apartments, LLC 703.942.6610	Y	76	76	12/20/2019	8/19/2022	N

\* 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:** 1,630 1,606

**LIHTC as % of**  
**99% Total Units**

Previous Participation Certification continued

	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 (Explain Yes)
21	Parkside at Drayton Spartanburg, SC	Parkside at Drayton, LP 703.942.6610	Y	41	41	4/1/2019	1/27/2020	N
22	Perrytown Apartments Perry, FL	Perrytown Apartments, LLC 703.942.6610	Y	100	100	5/21/2018	12/22/2020	N
23	Momentum at Shady Grove Derwood, MD	Momentum Apartments, LLC 703.942.6610	Y	110	110	10/18/2019	2/9/2021	N
24	Douglass Village Douglasville, GA	Douglass Village Apartments, LP 703.942.6610	Y	88	88	12/20/2018	8/26/2021	N
25	Hand Trading Company Apartments Pelham, GA	Hand TC Restoration, LP 703.942.6610	Y	54	44	12/16/2019	2/2/2021	N
26	The Forge on Broadway Buffalo, NY	SAAKC Buffalo Forge, LLC 978.535.5600	Y	158	141	7/31/2020	1/28/2022	N
27	Castle Creek Aspen, CO	488 Castle Creek, LLC 703.942.6610	Y	24	24	3/20/2018	7/16/2019	N
28	Ashton Cove Kingsland, GA	Kingsland Cove, LP 703.942.6610	Y	72	72	9/27/2018	6/17/2019	N
29	St James Terrace Baltimore, MD	St. James Apartments LP 703.942.6610	Y	151	151	7/20/2018	3/13/2019	N
30	Chelmsford Wood Residences II Chelmsford, MA	Chelmsford Woods Residences II LP 978.535.5600	Y	58	58	7/6/2018	3/19/2019	N
31	Parkside at Bethel Clover, SC	Parkside at Bethel LP 703.942.6610	Y	42	42	5/11/2018	2/25/2019	N
32	Market Station Thomasville, GA	Market Station Apartments, LP 703.942.6610	Y	80	80	3/31/2018	10/3/2018	N
33	Coady School Residences Bourne, MA	Coady School Residences LP 978.535.5600	Y	58	58	8/25/2017	5/8/2018	N
34	Page Woodson Oklahoma City, OK	Page Woodson Development LLC 703.942.6610	Y	128	128	7/14/2017	11/26/2018	N
35	Park Heights Baltimore, MD	New Park Heights LLC 703.942.6610	Y	100	100	6/30/2017	4/17/2018	N
36	Residences at Government Center I Fairfax, VA	Fairfax Corner Partners LLC 703.942.6610	Y	150	15	2/28/2017	9/27/2017	N
37	Residences at Government Center II Fairfax, VA	Fairfax Corner Partners II LLC 703.942.6610	Y	120	120	2/28/2017	10/19/2017	N
38	Southfork Camilla, GA	Southfork Apartments LP 703.942.6610	Y	96	96	8/25/2016	3/14/2017	N
39	Parkside at Boulevard Orangeburg, SC	Parkside at Boulevard LP 703.942.6610	Y	44	44	7/29/2016	1/27/2017	N
40	Cypress Parc New Orleans, LA	FBT Community Development Corp., LLC 703.942.6610	Y	62	62	5/31/2016	3/10/2017	N
41	Chelmsford Woods Residences Chelmsford, MA	Chelmsford Woods Residences, LP 978.535.5300	Y	58	58	2/26/2016	10/5/2016	N
42	Eureka Heights Ashburn, GA	Eureka Heights, LP 703.942.6610	Y	56	56	6/30/2015	3/3/2016	N
43	Tangi Village Hammond, LA	Quick Blvd. Apartments LP 703.942.6610	Y	61	61	11/30/2014	11/6/2015	N
44	Simpkins School Yarmouth, MA	Simpkins School Residences, LP 978.535.5600	Y	65	58	9/29/2014	5/18/2015	N
45	Ashley House Valdosta, GA	Ashley House Apartments, LP 703.942.6610	Y	61	61	8/1/2014	6/2/2015	N
46	Elm Drive Senior Apartments Baton Rouge, LA	Elm Drive Senior Apartments, LP 703.942.6610	Y	60	60	5/1/2014	11/6/2015	N
47	The Reserve at Sugar Mill St. Marys, GA	Ashton Pines Apartments, LP 703.942.6610	Y	70	70	10/26/2012	10/17/2013	N
48	Griffin Heights Tallahassee, FL	New Griffin Apartments, LP 703.942.6610	Y	100	100	22/23/2012	1/11/2013	N
49	Pine Meadow Gainesville, FL	Pine Meadow Redevelopment, Ltd. 703.942.6610	Y	78	78	12/7/2011	6/14/2013	N
50	Sand Dunes Panama City Beach, FL	Sand Dunes Redevelopment, Ltd. 703.942.6610	Y	104	104	12/7/2011	6/14/2013	N
51	Cypress Place Marrero, LA	1500 Westwood, LP 703.942.6610	Y	132	132	11/7/2011	11/8/2013	N
52	Three Tree Flats Washington, DC	3910 Georgia Avenue Associates, LP 703.942.6610	Y	130	119	2/25/2011	1/24/2012	N
53	Lakeside Columbia, SC	New Lakeside Apartments, LP 703.942.6610	Y	110	109	12/2/2010	2/24/2011	N
54	School Street Residences Athol, MA	School Street Residences, LP 978.535.5600	Y	50	50	12/1/2010	12/30/2011	N
55	Fulton School Weymouth, MA	Fulton School Residences, LP 978.535.5600	Y	63	63	11/2/2009	12/31/2010	N
56	Appian Way North Charleston, SC	8465 Patriot Boulevard, LP 703.942.6610	Y	204	204	6/1/2009	6/12/2009	N

2nd PAGE TOTAL: 3,138 2,957

GRAND TOTAL: 4,768 4,563

LIHTC as % of  
96% Total Unit

# List of LIHTC Developments (Schedule A)



Development Name: Commonwealth Lofts 9  
 Name of Applicant: Commonwealth Lofts 9, 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: SCG Development Manager, LLC Controlling GP (CGP) or 'Named' Managing Member of Proposed property? Y  
 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	Coyle School Residences, LP Taunton, MA	Coyle School Residences 703.942.6610	Y	50	45	TBD	TBD	N
2	Ovata at Reedy Creek, LP Charlotte, NC	Ovata at Reedy Creek, LP 703.942.6610	Y	78	78	TBD	TBD	N
3	500 Northside Station Spartanburg, SC	Partans, LLC 703.942.6610	Y	90	81	7/30/2021	9/1/2022	N
4	Renaissance Place Greenville, SC	Renaissance Place, LP 703.942.6610	Y	57	57	9/15/2021	2/15/2022	N
5	Silver Creek Kensington, MD	Knowles Manor Senior Housing LLC 703.942.6610	Y	94	94	12/28/2021	7/31/2023	N
6	Parkside at Hickory Grove Charlotte, NC	Parkside at Hickory Grove, LP 703.942.6610	Y	80	80	10/1/2021	12/15/2022	N
7	Ovation at Arrowbrook I Herndon, VA	Arrowbrook Apartments I, LLC 703.942.6610	Y	126	126	3/30/2023	1/23/2024	N
8	Ovation at Arrowbrook II Herndon, VA	Arrowbrook Apts II, LLC 703.942.6610	Y	148	148	4/14/2023	TBD	N
9	Oxford School Residences Fairhaven, MA	Oxford School Residences LP 978.535.5600	Y	52	45	6/13/2022	4/3/2023	N
10	One University Family Fairfax, VA	One University Family, LLC 703.942.6610	Y	120	120	TBD	TBD	N
11	One University Senior Fairfax, VA	One University Senior, LLC 703.942.6610	Y	120	120	TBD	TBD	N
12	Parkside at Butler Mauldin, SC	Parkside at Butler, LP 703.942.6610	Y	72	72	2/15/2023	1/4/2024	N
13	Frederick Road Senior Housing Gaithersburg, MD	Frederick Road Senior 4% Owner L 703.942.6610	Y	111	111	12/27/2023	TBD	N
14	South Street Family Frederick, MD	South Street Family, LLC 703.942.6610	Y	56	56	TBD	TBD	N
15	South Street Senior Frederick, MD	South Street Senior, LLC 703.942.6610	Y	96	96	TBD	TBD	N
16	Helena Crocker Residences Westford, MA	Helena Crocker Residences LP 978.535.5600	Y	18	18	11/15/2023	TBD	N
17	Parkside at Main Simpsonville, SC	Parkside at Main, LP 703.942.6610	Y	42	42	2/17/2021	2/24/2021	N
18	Parkside at Hudson Gastonia, NC	Parkside at Hudson, LP 703.942.6610	Y	80	80	11/6/2020	9/15/2021	N
19	Dogwood Trail Albany, GA	Dogwood Trail Apartments, LP 703.942.6610	Y	64	61	12/31/2020	2/25/2022	N
20	Springhill Apartments Madison, FL	Springhill Apartments, LLC 703.942.6610	Y	76	76	12/20/2019	8/19/2022	N

\* 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:** 1,630 1,606

**LIHTC as % of**  
**99% Total Units**

Previous Participation Certification continued

	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 (Explain Yes)
21	Parkside at Drayton Spartanburg, SC	Parkside at Drayton, LP 703.942.6610	Y	41	41	4/1/2019	1/27/2020	N
22	Perrytown Apartments Perry, FL	Perrytown Apartments, LLC 703.942.6610	Y	100	100	5/21/2018	12/22/2020	N
23	Momentum at Shady Grove Derwood, MD	Momentum Apartments, LLC 703.942.6610	Y	110	110	10/18/2019	2/9/2021	N
24	Douglass Village Douglasville, GA	Douglass Village Apartments, LP 703.942.6610	Y	88	88	12/20/2018	8/26/2021	N
25	Hand Trading Company Apartments Pelham, GA	Hand TC Restoration, LP 703.942.6610	Y	54	44	12/16/2019	2/2/2021	N
26	The Forge on Broadway Buffalo, NY	SAAKC Buffalo Forge, LLC 978.535.5600	Y	158	141	7/31/2020	1/28/2022	N
27	Castle Creek Aspen, CO	488 Castle Creek, LLC 703.942.6610	Y	24	24	3/20/2018	7/16/2019	N
28	Ashton Cove Kingsland, GA	Kingsland Cove, LP 703.942.6610	Y	72	72	9/27/2018	6/17/2019	N
29	St James Terrace Baltimore, MD	St. James Apartments LP 703.942.6610	Y	151	151	7/20/2018	3/13/2019	N
30	Chelmsford Wood Residences II Chelmsford, MA	Chelmsford Woods Residences II LP 978.535.5600	Y	58	58	7/6/2018	3/19/2019	N
31	Parkside at Bethel Clover, SC	Parkside at Bethel LP 703.942.6610	Y	42	42	5/11/2018	2/25/2019	N
32	Market Station Thomasville, GA	Market Station Apartments, LP 703.942.6610	Y	80	80	3/31/2018	10/3/2018	N
33	Coady School Residences Bourne, MA	Coady School Residences LP 978.535.5600	Y	58	58	8/25/2017	5/8/2018	N
34	Page Woodson Oklahoma City, OK	Page Woodson Development LLC 703.942.6610	Y	128	128	7/14/2017	11/26/2018	N
35	Park Heights Baltimore, MD	New Park Heights LLC 703.942.6610	Y	100	100	6/30/2017	4/17/2018	N
36	Residences at Government Center I Fairfax, VA	Fairfax Corner Partners LLC 703.942.6610	Y	150	15	2/28/2017	9/27/2017	N
37	Residences at Government Center II Fairfax, VA	Fairfax Corner Partners II LLC 703.942.6610	Y	120	120	2/28/2017	10/19/2017	N
38	Southfork Camilla, GA	Southfork Apartments LP 703.942.6610	Y	96	96	8/25/2016	3/14/2017	N
39	Parkside at Boulevard Orangeburg, SC	Parkside at Boulevard LP 703.942.6610	Y	44	44	7/29/2016	1/27/2017	N
40	Cypress Parc New Orleans, LA	FBT Community Development Corp., LLC 703.942.6610	Y	62	62	5/31/2016	3/10/2017	N
41	Chelmsford Woods Residences Chelmsford, MA	Chelmsford Woods Residences, LP 978.535.5300	Y	58	58	2/26/2016	10/5/2016	N
42	Eureka Heights Ashburn, GA	Eureka Heights, LP 703.942.6610	Y	56	56	6/30/2015	3/3/2016	N
43	Tangi Village Hammond, LA	Quick Blvd. Apartments LP 703.942.6610	Y	61	61	11/30/2014	11/6/2015	N
44	Simpkins School Yarmouth, MA	Simpkins School Residences, LP 978.535.5600	Y	65	58	9/29/2014	5/18/2015	N
45	Ashley House Valdosta, GA	Ashley House Apartments, LP 703.942.6610	Y	61	61	8/1/2014	6/2/2015	N
46	Elm Drive Senior Apartments Baton Rouge, LA	Elm Drive Senior Apartments, LP 703.942.6610	Y	60	60	5/1/2014	11/6/2015	N
47	The Reserve at Sugar Mill St. Marys, GA	Ashton Pines Apartments, LP 703.942.6610	Y	70	70	10/26/2012	10/17/2013	N
48	Griffin Heights Tallahassee, FL	New Griffin Apartments, LP 703.942.6610	Y	100	100	22/23/2012	1/11/2013	N
49	Pine Meadow Gainesville, FL	Pine Meadow Redevelopment, Ltd. 703.942.6610	Y	78	78	12/7/2011	6/14/2013	N
50	Sand Dunes Panama City Beach, FL	Sand Dunes Redevelopment, Ltd. 703.942.6610	Y	104	104	12/7/2011	6/14/2013	N
51	Cypress Place Marrero, LA	1500 Westwood, LP 703.942.6610	Y	132	132	11/7/2011	11/8/2013	N
52	Three Tree Flats Washington, DC	3910 Georgia Avenue Associates, LP 703.942.6610	Y	130	119	2/25/2011	1/24/2012	N
53	Lakeside Columbia, SC	New Lakeside Apartments, LP 703.942.6610	Y	110	109	12/2/2010	2/24/2011	N
54	School Street Residences Athol, MA	School Street Residences, LP 978.535.5600	Y	50	50	12/1/2010	12/30/2011	N
55	Fulton School Weymouth, MA	Fulton School Residences, LP 978.535.5600	Y	63	63	11/2/2009	12/31/2010	N
56	Appian Way North Charleston, SC	8465 Patriot Boulevard, LP 703.942.6610	Y	204	204	6/1/2009	6/12/2009	N

2nd PAGE TOTAL: 3,138 2,957

GRAND TOTAL: 4,768 4,563

LIHTC as % of  
96% Total Unit

# List of LIHTC Developments (Schedule A)



Development Name: Commonwealth Lofts 9  
 Name of Applicant: Commonwealth Lofts 9, LLC

**INSTRUCTIONS:**

- 1. A Schedule A is required for every individual that makes up the GP or Managing Member, except as follows:**
  - For Principals organized as a corporation (public or private), nonprofit organization, or governmental entity, you are only required to list the names of any officers who are directly responsible to the Board of Directors (or equivalent) and any stockholder holding a 25% or more interest in said Principal.
  - For Principals organized as a limited liability company with more than 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.
- 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.
- List only tax credit development experience for the past 15 years.
- Use separate pages as needed, for each principal.

Principal's Name: SCG Capital Corp. Controlling GP (CGP) or 'Named' Managing Member of Proposed property? Y  
 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 Coyle School Residences, LP Taunton, MA	Coyle School Residences 703.942.6610	Y	50	45	TBD	TBD	N
2 Ovata at Reedy Creek, LP Charlotte, NC	Ovata at Reedy Creek, LP 703.942.6610	Y	78	78	TBD	TBD	N
3 500 Northside Station Spartanburg, SC	Partans, LLC 703.942.6610	Y	90	81	7/30/2021	9/1/2022	N
4 Renaissance Place Greenville, SC	Renaissance Place, LP 703.942.6610	Y	57	57	9/15/2021	2/15/2022	N
5 Silver Creek Kensington, MD	Knowles Manor Senior Housing LLC 703.942.6610	Y	94	94	12/28/2021	7/31/2023	N
6 Parkside at Hickory Grove Charlotte, NC	Parkside at Hickory Grove, LP 703.942.6610	Y	80	80	10/1/2021	12/15/2022	N
7 Ovation at Arrowbrook I Herndon, VA	Arrowbrook Apartments I, LLC 703.942.6610	Y	126	126	3/30/2023	1/23/2024	N
8 Ovation at Arrowbrook II Herndon, VA	Arrowbrook Apts II, LLC 703.942.6610	Y	148	148	4/14/2023	TBD	N
9 Oxford School Residences Fairhaven, MA	Oxford School Residences LP 978.535.5600	Y	52	45	6/13/2022	4/3/2023	N
10 One University Family Fairfax, VA	One University Family, LLC 703.942.6610	Y	120	120	TBD	TBD	N
11 One University Senior Fairfax, VA	One University Senior, LLC 703.942.6610	Y	120	120	TBD	TBD	N
12 Parkside at Butler Mauldin, SC	Parkside at Butler, LP 703.942.6610	Y	72	72	2/15/2023	1/4/2024	N
13 Frederick Road Senior Housing Gaithersburg, MD	Frederick Road Senior 4% Owner L 703.942.6610	Y	111	111	12/27/2023	TBD	N
14 South Street Family Frederick, MD	South Street Family, LLC 703.942.6610	Y	56	56	TBD	TBD	N
15 South Street Senior Frederick, MD	South Street Senior, LLC 703.942.6610	Y	96	96	TBD	TBD	N
16 Helena Crocker Residences Westford, MA	Helena Crocker Residences LP 978.535.5600	Y	18	18	11/15/2023	TBD	N
17 Parkside at Main Simpsonville, SC	Parkside at Main, LP 703.942.6610	Y	42	42	2/17/2021	2/24/2021	N
18 Parkside at Hudson Gastonia, NC	Parkside at Hudson, LP 703.942.6610	Y	80	80	11/6/2020	9/15/2021	N
19 Dogwood Trail Albany, GA	Dogwood Trail Apartments, LP 703.942.6610	Y	64	61	12/31/2020	2/25/2022	N
20 Springhill Apartments Madison, FL	Springhill Apartments, LLC 703.942.6610	Y	76	76	12/20/2019	8/19/2022	N

\* 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: 1,630 1,606

LIHTC as % of  
 99% Total Units

Previous Participation Certification continued

	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 (Explain Yes)
21	Parkside at Drayton Spartanburg, SC	Parkside at Drayton, LP 703.942.6610	Y	41	41	4/1/2019	1/27/2020	N
22	Perrytown Apartments Perry, FL	Perrytown Apartments, LLC 703.942.6610	Y	100	100	5/21/2018	12/22/2020	N
23	Momentum at Shady Grove Derwood, MD	Momentum Apartments, LLC 703.942.6610	Y	110	110	10/18/2019	2/9/2021	N
24	Douglass Village Douglasville, GA	Douglass Village Apartments, LP 703.942.6610	Y	88	88	12/20/2018	8/26/2021	N
25	Hand Trading Company Apartments Pelham, GA	Hand TC Restoration, LP 703.942.6610	Y	54	44	12/16/2019	2/2/2021	N
26	The Forge on Broadway Buffalo, NY	SAAKC Buffalo Forge, LLC 978.535.5600	Y	158	141	7/31/2020	1/28/2022	N
27	Castle Creek Aspen, CO	488 Castle Creek, LLC 703.942.6610	Y	24	24	3/20/2018	7/16/2019	N
28	Ashton Cove Kingsland, GA	Kingsland Cove, LP 703.942.6610	Y	72	72	9/27/2018	6/17/2019	N
29	St James Terrace Baltimore, MD	St. James Apartments LP 703.942.6610	Y	151	151	7/20/2018	3/13/2019	N
30	Chelmsford Wood Residences II Chelmsford, MA	Chelmsford Woods Residences II LP 978.535.5600	Y	58	58	7/6/2018	3/19/2019	N
31	Parkside at Bethel Clover, SC	Parkside at Bethel LP 703.942.6610	Y	42	42	5/11/2018	2/25/2019	N
32	Market Station Thomasville, GA	Market Station Apartments, LP 703.942.6610	Y	80	80	3/31/2018	10/3/2018	N
33	Coady School Residences Bourne, MA	Coady School Residences LP 978.535.5600	Y	58	58	8/25/2017	5/8/2018	N
34	Page Woodson Oklahoma City, OK	Page Woodson Development LLC 703.942.6610	Y	128	128	7/14/2017	11/26/2018	N
35	Park Heights Baltimore, MD	New Park Heights LLC 703.942.6610	Y	100	100	6/30/2017	4/17/2018	N
36	Residences at Government Center I Fairfax, VA	Fairfax Corner Partners LLC 703.942.6610	Y	150	15	2/28/2017	9/27/2017	N
37	Residences at Government Center II Fairfax, VA	Fairfax Corner Partners II LLC 703.942.6610	Y	120	120	2/28/2017	10/19/2017	N
38	Southfork Camilla, GA	Southfork Apartments LP 703.942.6610	Y	96	96	8/25/2016	3/14/2017	N
39	Parkside at Boulevard Orangeburg, SC	Parkside at Boulevard LP 703.942.6610	Y	44	44	7/29/2016	1/27/2017	N
40	Cypress Parc New Orleans, LA	FBT Community Development Corp., LLC 703.942.6610	Y	62	62	5/31/2016	3/10/2017	N
41	Chelmsford Woods Residences Chelmsford, MA	Chelmsford Woods Residences, LP 978.535.5300	Y	58	58	2/26/2016	10/5/2016	N
42	Eureka Heights Ashburn, GA	Eureka Heights, LP 703.942.6610	Y	56	56	6/30/2015	3/3/2016	N
43	Tangi Village Hammond, LA	Quick Blvd. Apartments LP 703.942.6610	Y	61	61	11/30/2014	11/6/2015	N
44	Simpkins School Yarmouth, MA	Simpkins School Residences, LP 978.535.5600	Y	65	58	9/29/2014	5/18/2015	N
45	Ashley House Valdosta, GA	Ashley House Apartments, LP 703.942.6610	Y	61	61	8/1/2014	6/2/2015	N
46	Elm Drive Senior Apartments Baton Rouge, LA	Elm Drive Senior Apartments, LP 703.942.6610	Y	60	60	5/1/2014	11/6/2015	N
47	The Reserve at Sugar Mill St. Marys, GA	Ashton Pines Apartments, LP 703.942.6610	Y	70	70	10/26/2012	10/17/2013	N
48	Griffin Heights Tallahassee, FL	New Griffin Apartments, LP 703.942.6610	Y	100	100	22/23/2012	1/11/2013	N
49	Pine Meadow Gainesville, FL	Pine Meadow Redevelopment, Ltd. 703.942.6610	Y	78	78	12/7/2011	6/14/2013	N
50	Sand Dunes Panama City Beach, FL	Sand Dunes Redevelopment, Ltd. 703.942.6610	Y	104	104	12/7/2011	6/14/2013	N
51	Cypress Place Marrero, LA	1500 Westwood, LP 703.942.6610	Y	132	132	11/7/2011	11/8/2013	N
52	Three Tree Flats Washington, DC	3910 Georgia Avenue Associates, LP 703.942.6610	Y	130	119	2/25/2011	1/24/2012	N
53	Lakeside Columbia, SC	New Lakeside Apartments, LP 703.942.6610	Y	110	109	12/2/2010	2/24/2011	N
54	School Street Residences Athol, MA	School Street Residences, LP 978.535.5600	Y	50	50	12/1/2010	12/30/2011	N
55	Fulton School Weymouth, MA	Fulton School Residences, LP 978.535.5600	Y	63	63	11/2/2009	12/31/2010	N
56	Appian Way North Charleston, SC	8465 Patriot Boulevard, LP 703.942.6610	Y	204	204	6/1/2009	6/12/2009	N

2nd PAGE TOTAL: 3,138 2,957

GRAND TOTAL: 4,768 4,563

LIHTC as % of  
96% Total Unit

# List of LIHTC Developments (Schedule A)



Development Name: Commonwealth Lofts 9  
 Name of Applicant: Commonwealth Lofts 9, LLC

**INSTRUCTIONS:**

1. **A Schedule A is required for every individual that makes up the GP or Managing Member, except as follows:**
  - For Principals organized as a corporation (public or private), nonprofit organization, or governmental entity, you are only required to list the names of any officers who are directly responsible to the Board of Directors (or equivalent) and any stockholder holding a 25% or more interest in said Principal.
  - For Principals organized as a limited liability company with more than 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: SCG Development Fund Investors, LLC Controlling GP (CGP) or 'Named' Managing Member of Proposed property? Y  
 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	Coyle School Residences, LP Taunton, MA	Coyle School Residences 703.942.6610	Y	50	45	TBD	TBD	N
2	Ovata at Reedy Creek, LP Charlotte, NC	Ovata at Reedy Creek, LP 703.942.6610	Y	78	78	TBD	TBD	N
3	500 Northside Station Spartanburg, SC	Partans, LLC 703.942.6610	Y	90	81	7/30/2021	9/1/2022	N
4	Renaissance Place Greenville, SC	Renaissance Place, LP 703.942.6610	Y	57	57	9/15/2021	2/15/2022	N
5	Silver Creek Kensington, MD	Knowles Manor Senior Housing LLC 703.942.6610	Y	94	94	12/28/2021	7/31/2023	N
6	Parkside at Hickory Grove Charlotte, NC	Parkside at Hickory Grove, LP 703.942.6610	Y	80	80	10/1/2021	12/15/2022	N
7	Ovation at Arrowbrook I Herndon, VA	Arrowbrook Apartments I, LLC 703.942.6610	Y	126	126	3/30/2023	1/23/2024	N
8	Ovation at Arrowbrook II Herndon, VA	Arrowbrook Apts II, LLC 703.942.6610	Y	148	148	4/14/2023	TBD	N
9	Oxford School Residences Fairhaven, MA	Oxford School Residences LP 978.535.5600	Y	52	45	6/13/2022	4/3/2023	N
10	One University Family Fairfax, VA	One University Family, LLC 703.942.6610	Y	120	120	TBD	TBD	N
11	One University Senior Fairfax, VA	One University Senior, LLC 703.942.6610	Y	120	120	TBD	TBD	N
12	Parkside at Butler Mauldin, SC	Parkside at Butler, LP 703.942.6610	Y	72	72	2/15/2023	1/4/2024	N
13	Frederick Road Senior Housing Gaithersburg, MD	Frederick Road Senior 4% Owner L 703.942.6610	Y	111	111	12/27/2023	TBD	N
14	South Street Family Frederick, MD	South Street Family, LLC 703.942.6610	Y	56	56	TBD	TBD	N
15	South Street Senior Frederick, MD	South Street Senior, LLC 703.942.6610	Y	96	96	TBD	TBD	N
16	Helena Crocker Residences Westford, MA	Helena Crocker Residences LP 978.535.5600	Y	18	18	11/15/2023	TBD	N
17	Parkside at Main Simpsonville, SC	Parkside at Main, LP 703.942.6610	Y	42	42	2/17/2021	2/24/2021	N
18	Parkside at Hudson Gastonia, NC	Parkside at Hudson, LP 703.942.6610	Y	80	80	11/6/2020	9/15/2021	N
19	Dogwood Trail Albany, GA	Dogwood Trail Apartments, LP 703.942.6610	Y	64	61	12/31/2020	2/25/2022	N
20	Springhill Apartments Madison, FL	Springhill Apartments, LLC 703.942.6610	Y	76	76	12/20/2019	8/19/2022	N

\* 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: 1,630 1,606

LIHTC as % of  
 99% Total Units

Previous Participation Certification continued

	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 (Explain Yes)
21	Parkside at Drayton Spartanburg, SC	Parkside at Drayton, LP 703.942.6610	Y	41	41	4/1/2019	1/27/2020	N
22	Perrytown Apartments Perry, FL	Perrytown Apartments, LLC 703.942.6610	Y	100	100	5/21/2018	12/22/2020	N
23	Momentum at Shady Grove Derwood, MD	Momentum Apartments, LLC 703.942.6610	Y	110	110	10/18/2019	2/9/2021	N
24	Douglass Village Douglasville, GA	Douglass Village Apartments, LP 703.942.6610	Y	88	88	12/20/2018	8/26/2021	N
25	Hand Trading Company Apartments Pelham, GA	Hand TC Restoration, LP 703.942.6610	Y	54	44	12/16/2019	2/2/2021	N
26	The Forge on Broadway Buffalo, NY	SAAKC Buffalo Forge, LLC 978.535.5600	Y	158	141	7/31/2020	1/28/2022	N
27	Castle Creek Aspen, CO	488 Castle Creek, LLC 703.942.6610	Y	24	24	3/20/2018	7/16/2019	N
28	Ashton Cove Kingsland, GA	Kingsland Cove, LP 703.942.6610	Y	72	72	9/27/2018	6/17/2019	N
29	St James Terrace Baltimore, MD	St. James Apartments LP 703.942.6610	Y	151	151	7/20/2018	3/13/2019	N
30	Chelmsford Wood Residences II Chelmsford, MA	Chelmsford Woods Residences II LP 978.535.5600	Y	58	58	7/6/2018	3/19/2019	N
31	Parkside at Bethel Clover, SC	Parkside at Bethel LP 703.942.6610	Y	42	42	5/11/2018	2/25/2019	N
32	Market Station Thomasville, GA	Market Station Apartments, LP 703.942.6610	Y	80	80	3/31/2018	10/3/2018	N
33	Coady School Residences Bourne, MA	Coady School Residences LP 978.535.5600	Y	58	58	8/25/2017	5/8/2018	N
34	Page Woodson Oklahoma City, OK	Page Woodson Development LLC 703.942.6610	Y	128	128	7/14/2017	11/26/2018	N
35	Park Heights Baltimore, MD	New Park Heights LLC 703.942.6610	Y	100	100	6/30/2017	4/17/2018	N
36	Residences at Government Center I Fairfax, VA	Fairfax Corner Partners LLC 703.942.6610	Y	150	15	2/28/2017	9/27/2017	N
37	Residences at Government Center II Fairfax, VA	Fairfax Corner Partners II LLC 703.942.6610	Y	120	120	2/28/2017	10/19/2017	N
38	Southfork Camilla, GA	Southfork Apartments LP 703.942.6610	Y	96	96	8/25/2016	3/14/2017	N
39	Parkside at Boulevard Orangeburg, SC	Parkside at Boulevard LP 703.942.6610	Y	44	44	7/29/2016	1/27/2017	N
40	Cypress Parc New Orleans, LA	FBT Community Development Corp., LLC 703.942.6610	Y	62	62	5/31/2016	3/10/2017	N
41	Chelmsford Woods Residences Chelmsford, MA	Chelmsford Woods Residences, LP 978.535.5300	Y	58	58	2/26/2016	10/5/2016	N
42	Eureka Heights Ashburn, GA	Eureka Heights, LP 703.942.6610	Y	56	56	6/30/2015	3/3/2016	N
43	Tangi Village Hammond, LA	Quick Blvd. Apartments LP 703.942.6610	Y	61	61	11/30/2014	11/6/2015	N
44	Simpkins School Yarmouth, MA	Simpkins School Residences, LP 978.535.5600	Y	65	58	9/29/2014	5/18/2015	N
45	Ashley House Valdosta, GA	Ashley House Apartments, LP 703.942.6610	Y	61	61	8/1/2014	6/2/2015	N
46	Elm Drive Senior Apartments Baton Rouge, LA	Elm Drive Senior Apartments, LP 703.942.6610	Y	60	60	5/1/2014	11/6/2015	N
47	The Reserve at Sugar Mill St. Marys, GA	Ashton Pines Apartments, LP 703.942.6610	Y	70	70	10/26/2012	10/17/2013	N
48	Griffin Heights Tallahassee, FL	New Griffin Apartments, LP 703.942.6610	Y	100	100	22/23/2012	1/11/2013	N
49	Pine Meadow Gainesville, FL	Pine Meadow Redevelopment, Ltd. 703.942.6610	Y	78	78	12/7/2011	6/14/2013	N
50	Sand Dunes Panama City Beach, FL	Sand Dunes Redevelopment, Ltd. 703.942.6610	Y	104	104	12/7/2011	6/14/2013	N
51	Cypress Place Marrero, LA	1500 Westwood, LP 703.942.6610	Y	132	132	11/7/2011	11/8/2013	N
52	Three Tree Flats Washington, DC	3910 Georgia Avenue Associates, LP 703.942.6610	Y	130	119	2/25/2011	1/24/2012	N
53	Lakeside Columbia, SC	New Lakeside Apartments, LP 703.942.6610	Y	110	109	12/2/2010	2/24/2011	N
54	School Street Residences Athol, MA	School Street Residences, LP 978.535.5600	Y	50	50	12/1/2010	12/30/2011	N
55	Fulton School Weymouth, MA	Fulton School Residences, LP 978.535.5600	Y	63	63	11/2/2009	12/31/2010	N
56	Appian Way North Charleston, SC	8465 Patriot Boulevard, LP 703.942.6610	Y	204	204	6/1/2009	6/12/2009	N

2nd PAGE TOTAL: 3,138 2,957

GRAND TOTAL: 4,768 4,563

LIHTC as % of  
96% Total Unit

# List of LIHTC Developments (Schedule A)



Development Name: Commonwealth Lofts 9  
 Name of Applicant: Commonwealth Lofts 9, LLC

**INSTRUCTIONS:**

- 1. A Schedule A is required for every individual that makes up the GP or Managing Member, except as follows:**
  - For Principals organized as a corporation (public or private), nonprofit organization, or governmental entity, you are only required to list the names of any officers who are directly responsible to the Board of Directors (or equivalent) and any stockholder holding a 25% or more interest in said Principal.
  - For Principals organized as a limited liability company with more than 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.
- 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.
- List only tax credit development experience for the past 15 years.
- Use separate pages as needed, for each principal.

Principal's Name: SCG Development Co., LLC Controlling GP (CGP) or 'Named' Managing Member of Proposed property? Y  
 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	Coyle School Residences, LP Taunton, MA	Coyle School Residences 703.942.6610	Y	50	45	TBD	TBD	N
2	Ovata at Reedy Creek, LP Charlotte, NC	Ovata at Reedy Creek, LP 703.942.6610	Y	78	78	TBD	TBD	N
3	500 Northside Station Spartanburg, SC	Partans, LLC 703.942.6610	Y	90	81	7/30/2021	9/1/2022	N
4	Renaissance Place Greenville, SC	Renaissance Place, LP 703.942.6610	Y	57	57	9/15/2021	2/15/2022	N
5	Silver Creek Kensington, MD	Knowles Manor Senior Housing LLC 703.942.6610	Y	94	94	12/28/2021	7/31/2023	N
6	Parkside at Hickory Grove Charlotte, NC	Parkside at Hickory Grove, LP 703.942.6610	Y	80	80	10/1/2021	12/15/2022	N
7	Ovation at Arrowbrook I Herndon, VA	Arrowbrook Apartments I, LLC 703.942.6610	Y	126	126	3/30/2023	1/23/2024	N
8	Ovation at Arrowbrook II Herndon, VA	Arrowbrook Apts II, LLC 703.942.6610	Y	148	148	4/14/2023	TBD	N
9	Oxford School Residences Fairhaven, MA	Oxford School Residences LP 978.535.5600	Y	52	45	6/13/2022	4/3/2023	N
10	One University Family Fairfax, VA	One University Family, LLC 703.942.6610	Y	120	120	TBD	TBD	N
11	One University Senior Fairfax, VA	One University Senior, LLC 703.942.6610	Y	120	120	TBD	TBD	N
12	Parkside at Butler Mauldin, SC	Parkside at Butler, LP 703.942.6610	Y	72	72	2/15/2023	1/4/2024	N
13	Frederick Road Senior Housing Gaithersburg, MD	Frederick Road Senior 4% Owner L 703.942.6610	Y	111	111	12/27/2023	TBD	N
14	South Street Family Frederick, MD	South Street Family, LLC 703.942.6610	Y	56	56	TBD	TBD	N
15	South Street Senior Frederick, MD	South Street Senior, LLC 703.942.6610	Y	96	96	TBD	TBD	N
16	Helena Crocker Residences Westford, MA	Helena Crocker Residences LP 978.535.5600	Y	18	18	11/15/2023	TBD	N
17	Parkside at Main Simpsonville, SC	Parkside at Main, LP 703.942.6610	Y	42	42	2/17/2021	2/24/2021	N
18	Parkside at Hudson Gastonia, NC	Parkside at Hudson, LP 703.942.6610	Y	80	80	11/6/2020	9/15/2021	N
19	Dogwood Trail Albany, GA	Dogwood Trail Apartments, LP 703.942.6610	Y	64	61	12/31/2020	2/25/2022	N
20	Springhill Apartments Madison, FL	Springhill Apartments, LLC 703.942.6610	Y	76	76	12/20/2019	8/19/2022	N

\* 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: 1,630 1,606

LIHTC as % of  
 99% Total Units

Previous Participation Certification continued

	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 (Explain Yes)
21	Parkside at Drayton Spartanburg, SC	Parkside at Drayton, LP 703.942.6610	Y	41	41	4/1/2019	1/27/2020	N
22	Perrytown Apartments Perry, FL	Perrytown Apartments, LLC 703.942.6610	Y	100	100	5/21/2018	12/22/2020	N
23	Momentum at Shady Grove Derwood, MD	Momentum Apartments, LLC 703.942.6610	Y	110	110	10/18/2019	2/9/2021	N
24	Douglass Village Douglasville, GA	Douglass Village Apartments, LP 703.942.6610	Y	88	88	12/20/2018	8/26/2021	N
25	Hand Trading Company Apartments Pelham, GA	Hand TC Restoration, LP 703.942.6610	Y	54	44	12/16/2019	2/2/2021	N
26	The Forge on Broadway Buffalo, NY	SAAKC Buffalo Forge, LLC 978.535.5600	Y	158	141	7/31/2020	1/28/2022	N
27	Castle Creek Aspen, CO	488 Castle Creek, LLC 703.942.6610	Y	24	24	3/20/2018	7/16/2019	N
28	Ashton Cove Kingsland, GA	Kingsland Cove, LP 703.942.6610	Y	72	72	9/27/2018	6/17/2019	N
29	St James Terrace Baltimore, MD	St. James Apartments LP 703.942.6610	Y	151	151	7/20/2018	3/13/2019	N
30	Chelmsford Wood Residences II Chelmsford, MA	Chelmsford Woods Residences II LP 978.535.5600	Y	58	58	7/6/2018	3/19/2019	N
31	Parkside at Bethel Clover, SC	Parkside at Bethel LP 703.942.6610	Y	42	42	5/11/2018	2/25/2019	N
32	Market Station Thomasville, GA	Market Station Apartments, LP 703.942.6610	Y	80	80	3/31/2018	10/3/2018	N
33	Coady School Residences Bourne, MA	Coady School Residences LP 978.535.5600	Y	58	58	8/25/2017	5/8/2018	N
34	Page Woodson Oklahoma City, OK	Page Woodson Development LLC 703.942.6610	Y	128	128	7/14/2017	11/26/2018	N
35	Park Heights Baltimore, MD	New Park Heights LLC 703.942.6610	Y	100	100	6/30/2017	4/17/2018	N
36	Residences at Government Center I Fairfax, VA	Fairfax Corner Partners LLC 703.942.6610	Y	150	15	2/28/2017	9/27/2017	N
37	Residences at Government Center II Fairfax, VA	Fairfax Corner Partners II LLC 703.942.6610	Y	120	120	2/28/2017	10/19/2017	N
38	Southfork Camilla, GA	Southfork Apartments LP 703.942.6610	Y	96	96	8/25/2016	3/14/2017	N
39	Parkside at Boulevard Orangeburg, SC	Parkside at Boulevard LP 703.942.6610	Y	44	44	7/29/2016	1/27/2017	N
40	Cypress Parc New Orleans, LA	FBT Community Development Corp., LLC 703.942.6610	Y	62	62	5/31/2016	3/10/2017	N
41	Chelmsford Woods Residences Chelmsford, MA	Chelmsford Woods Residences, LP 978.535.5300	Y	58	58	2/26/2016	10/5/2016	N
42	Eureka Heights Ashburn GA	Eureka Heights, LP 703.942.6610	Y	56	56	6/30/2015	3/3/2016	N
43	Tangi Village Hammond, LA	Quick Blvd. Apartments LP 703.942.6610	Y	61	61	11/30/2014	11/6/2015	N
44	Simpkins School Yarmouth, MA	Simpkins School Residences, LP 978.535.5600	Y	65	58	9/29/2014	5/18/2015	N
45	Ashley House Valdosta, GA	Ashley House Apartments, LP 703.942.6610	Y	61	61	8/1/2014	6/2/2015	N
46	Elm Drive Senior Apartments Baton Rouge, LA	Elm Drive Senior Apartments, LP 703.942.6610	Y	60	60	5/1/2014	11/6/2015	N
47	The Reserve at Sugar Mill St. Marys, GA	Ashton Pines Apartments, LP 703.942.6610	Y	70	70	10/26/2012	10/17/2013	N
48	Griffin Heights Tallahassee, FL	New Griffin Apartments, LP 703.942.6610	Y	100	100	22/23/2012	1/11/2013	N
49	Pine Meadow Gainesville, FL	Pine Meadow Redevelopment, Ltd. 703.942.6610	Y	78	78	12/7/2011	6/14/2013	N
50	Sand Dunes Panama City Beach, FL	Sand Dunes Redevelopment, Ltd. 703.942.6610	Y	104	104	12/7/2011	6/14/2013	N
51	Cypress Place Marrero, LA	1500 Westwood, LP 703.942.6610	Y	132	132	11/7/2011	11/8/2013	N
52	Three Tree Flats Washington, DC	3910 Georgia Avenue Associates, LP 703.942.6610	Y	130	119	2/25/2011	1/24/2012	N
53	Lakeside Columbia, SC	New Lakeside Apartments, LP 703.942.6610	Y	110	109	12/2/2010	2/24/2011	N
54	School Street Residences Athol, MA	School Street Residences, LP 978.535.5600	Y	50	50	12/1/2010	12/30/2011	N
55	Fulton School Weymouth, MA	Fulton School Residences, LP 978.535.5600	Y	63	63	11/2/2009	12/31/2010	N
56	Appian Way North Charleston, SC	8465 Patriot Boulevard, LP 703.942.6610	Y	204	204	6/1/2009	6/12/2009	N

2nd PAGE TOTAL: 3,138 2,957

GRAND TOTAL: 4,768 4,563

LIHTC as % of  
96% Total Unit

# List of LIHTC Developments (Schedule A)



Development Name: Commonwealth Lofts 9  
 Name of Applicant: Commonwealth Lofts 9, LLC

**INSTRUCTIONS:**

1. **A Schedule A is required for every individual that makes up the GP or Managing Member, except as follows:**
  - For Principals organized as a corporation (public or private), nonprofit organization, or governmental entity, you are only required to list the names of any officers who are directly responsible to the Board of Directors (or equivalent) and any stockholder holding a 25% or more interest in said Principal.
  - For Principals organized as a limited liability company with more than 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: Stratford Capital Group, LLC Controlling GP (CGP) or 'Named' Managing Member of Proposed property?\* Y  
 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	Coyle School Residences, LP Taunton, MA	Coyle School Residences 703.942.6610	Y	50	45	TBD	TBD	N
2	Ovata at Reedy Creek, LP Charlotte, NC	Ovata at Reedy Creek, LP 703.942.6610	Y	78	78	TBD	TBD	N
3	500 Northside Station Spartanburg, SC	Partans, LLC 703.942.6610	Y	90	81	7/30/2021	9/1/2022	N
4	Renaissance Place Greenville, SC	Renaissance Place, LP 703.942.6610	Y	57	57	9/15/2021	2/15/2022	N
5	Silver Creek Kensington, MD	Knowles Manor Senior Housing LLC 703.942.6610	Y	94	94	12/28/2021	7/31/2023	N
6	Parkside at Hickory Grove Charlotte, NC	Parkside at Hickory Grove, LP 703.942.6610	Y	80	80	10/1/2021	12/15/2022	N
7	Ovation at Arrowbrook I Herndon, VA	Arrowbrook Apartments I, LLC 703.942.6610	Y	126	126	3/30/2023	1/23/2024	N
8	Ovation at Arrowbrook II Herndon, VA	Arrowbrook Apts II, LLC 703.942.6610	Y	148	148	4/14/2023	TBD	N
9	Oxford School Residences Fairhaven, MA	Oxford School Residences LP 978.535.5600	Y	52	45	6/13/2022	4/3/2023	N
10	One University Family Fairfax, VA	One University Family, LLC 703.942.6610	Y	120	120	TBD	TBD	N
11	One University Senior Fairfax, VA	One University Senior, LLC 703.942.6610	Y	120	120	TBD	TBD	N
12	Parkside at Butler Mauldin, SC	Parkside at Butler, LP 703.942.6610	Y	72	72	2/15/2023	1/4/2024	N
13	Frederick Road Senior Housing Gaithersburg, MD	Frederick Road Senior 4% Owner L 703.942.6610	Y	111	111	12/27/2023	TBD	N
14	South Street Family Frederick, MD	South Street Family, LLC 703.942.6610	Y	56	56	TBD	TBD	N
15	South Street Senior Frederick, MD	South Street Senior, LLC 703.942.6610	Y	96	96	TBD	TBD	N
16	Helena Crocker Residences Westford, MA	Helena Crocker Residences LP 978.535.5600	Y	18	18	11/15/2023	TBD	N
17	Parkside at Main Simpsonville, SC	Parkside at Main, LP 703.942.6610	Y	42	42	2/17/2021	2/24/2021	N
18	Parkside at Hudson Gastonia, NC	Parkside at Hudson, LP 703.942.6610	Y	80	80	11/6/2020	9/15/2021	N
19	Dogwood Trail Albany, GA	Dogwood Trail Apartments, LP 703.942.6610	Y	64	61	12/31/2020	2/25/2022	N
20	Springhill Apartments Madison, FL	Springhill Apartments, LLC 703.942.6610	Y	76	76	12/20/2019	8/19/2022	N

\* 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: 1,630 1,606

LIHTC as % of  
 99% Total Units

Previous Participation Certification continued

	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 (Explain Yes)
21	Parkside at Drayton Spartanburg, SC	Parkside at Drayton, LP 703.942.6610	Y	41	41	4/1/2019	1/27/2020	N
22	Perrytown Apartments Perry, FL	Perrytown Apartments, LLC 703.942.6610	Y	100	100	5/21/2018	12/22/2020	N
23	Momentum at Shady Grove Derwood, MD	Momentum Apartments, LLC 703.942.6610	Y	110	110	10/18/2019	2/9/2021	N
24	Douglass Village Douglasville, GA	Douglass Village Apartments, LP 703.942.6610	Y	88	88	12/20/2018	8/26/2021	N
25	Hand Trading Company Apartments Pelham, GA	Hand TC Restoration, LP 703.942.6610	Y	54	44	12/16/2019	2/2/2021	N
26	The Forge on Broadway Buffalo, NY	SAAKC Buffalo Forge, LLC 978.535.5600	Y	158	141	7/31/2020	1/28/2022	N
27	Castle Creek Aspen, CO	488 Castle Creek, LLC 703.942.6610	Y	24	24	3/20/2018	7/16/2019	N
28	Ashton Cove Kingsland, GA	Kingsland Cove, LP 703.942.6610	Y	72	72	9/27/2018	6/17/2019	N
29	St James Terrace Baltimore, MD	St. James Apartments LP 703.942.6610	Y	151	151	7/20/2018	3/13/2019	N
30	Chelmsford Wood Residences II Chelmsford, MA	Chelmsford Woods Residences II LP 978.535.5600	Y	58	58	7/6/2018	3/19/2019	N
31	Parkside at Bethel Clover, SC	Parkside at Bethel LP 703.942.6610	Y	42	42	5/11/2018	2/25/2019	N
32	Market Station Thomasville, GA	Market Station Apartments, LP 703.942.6610	Y	80	80	3/31/2018	10/3/2018	N
33	Coady School Residences Bourne, MA	Coady School Residences LP 978.535.5600	Y	58	58	8/25/2017	5/8/2018	N
34	Page Woodson Oklahoma City, OK	Page Woodson Development LLC 703.942.6610	Y	128	128	7/14/2017	11/26/2018	N
35	Park Heights Baltimore, MD	New Park Heights LLC 703.942.6610	Y	100	100	6/30/2017	4/17/2018	N
36	Residences at Government Center I Fairfax, VA	Fairfax Corner Partners LLC 703.942.6610	Y	150	15	2/28/2017	9/27/2017	N
37	Residences at Government Center II Fairfax, VA	Fairfax Corner Partners II LLC 703.942.6610	Y	120	120	2/28/2017	10/19/2017	N
38	Southfork Camilla, GA	Southfork Apartments LP 703.942.6610	Y	96	96	8/25/2016	3/14/2017	N
39	Parkside at Boulevard Orangeburg, SC	Parkside at Boulevard LP 703.942.6610	Y	44	44	7/29/2016	1/27/2017	N
40	Cypress Parc New Orleans, LA	FBT Community Development Corp., LLC 703.942.6610	Y	62	62	5/31/2016	3/10/2017	N
41	Chelmsford Woods Residences Chelmsford, MA	Chelmsford Woods Residences, LP 978.535.5300	Y	58	58	2/26/2016	10/5/2016	N
42	Eureka Heights Ashburn, GA	Eureka Heights, LP 703.942.6610	Y	56	56	6/30/2015	3/3/2016	N
43	Tangi Village Hammond, LA	Quick Blvd. Apartments LP 703.942.6610	Y	61	61	11/30/2014	11/6/2015	N
44	Simpkins School Yarmouth, MA	Simpkins School Residences, LP 978.535.5600	Y	65	58	9/29/2014	5/18/2015	N
45	Ashley House Valdosta, GA	Ashley House Apartments, LP 703.942.6610	Y	61	61	8/1/2014	6/2/2015	N
46	Elm Drive Senior Apartments Baton Rouge, LA	Elm Drive Senior Apartments, LP 703.942.6610	Y	60	60	5/1/2014	11/6/2015	N
47	The Reserve at Sugar Mill St. Marys, GA	Ashton Pines Apartments, LP 703.942.6610	Y	70	70	10/26/2012	10/17/2013	N
48	Griffin Heights Tallahassee, FL	New Griffin Apartments, LP 703.942.6610	Y	100	100	22/23/2012	1/11/2013	N
49	Pine Meadow Gainesville, FL	Pine Meadow Redevelopment, Ltd. 703.942.6610	Y	78	78	12/7/2011	6/14/2013	N
50	Sand Dunes Panama City Beach, FL	Sand Dunes Redevelopment, Ltd. 703.942.6610	Y	104	104	12/7/2011	6/14/2013	N
51	Cypress Place Marrero, LA	1500 Westwood, LP 703.942.6610	Y	132	132	11/7/2011	11/8/2013	N
52	Three Tree Flats Washington, DC	3910 Georgia Avenue Associates, LP 703.942.6610	Y	130	119	2/25/2011	1/24/2012	N
53	Lakeside Columbia, SC	New Lakeside Apartments, LP 703.942.6610	Y	110	109	12/2/2010	2/24/2011	N
54	School Street Residences Athol, MA	School Street Residences, LP 978.535.5600	Y	50	50	12/1/2010	12/30/2011	N
55	Fulton School Weymouth, MA	Fulton School Residences, LP 978.535.5600	Y	63	63	11/2/2009	12/31/2010	N
56	Appian Way North Charleston, SC	8465 Patriot Boulevard, LP 703.942.6610	Y	204	204	6/1/2009	6/12/2009	N

2nd PAGE TOTAL: 3,138 2,957

GRAND TOTAL: 4,768 4,563

LIHTC as % of  
96% Total Unit

# List of LIHTC Developments (Schedule A)



Development Name: Commonwealth Lofts 9  
 Name of Applicant: Commonwealth Lofts 9, 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: SCG Development Fund MM, LLC Controlling GP (CGP) or 'Named' Managing Member of Proposed property? Y  
 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	Coyle School Residences, LP Taunton, MA	Coyle School Residences 703.942.6610	Y	50	45	TBD	TBD	N
2	Ovata at Reedy Creek, LP Charlotte, NC	Ovata at Reedy Creek, LP 703.942.6610	Y	78	78	TBD	TBD	N
3	500 Northside Station Spartanburg, SC	Partans, LLC 703.942.6610	Y	90	81	7/30/2021	9/1/2022	N
4	Renaissance Place Greenville, SC	Renaissance Place, LP 703.942.6610	Y	57	57	9/15/2021	2/15/2022	N
5	Silver Creek Kensington, MD	Knowles Manor Senior Housing LLC 703.942.6610	Y	94	94	12/28/2021	7/31/2023	N
6	Parkside at Hickory Grove Charlotte, NC	Parkside at Hickory Grove, LP 703.942.6610	Y	80	80	10/1/2021	12/15/2022	N
7	Ovation at Arrowbrook I Herndon, VA	Arrowbrook Apartments I, LLC 703.942.6610	Y	126	126	3/30/2023	1/23/2024	N
8	Ovation at Arrowbrook II Herndon, VA	Arrowbrook Apts II, LLC 703.942.6610	Y	148	148	4/14/2023	TBD	N
9	Oxford School Residences Fairhaven, MA	Oxford School Residences LP 978.535.5600	Y	52	45	6/13/2022	4/3/2023	N
10	One University Family Fairfax, VA	One University Family, LLC 703.942.6610	Y	120	120	TBD	TBD	N
11	One University Senior Fairfax, VA	One University Senior, LLC 703.942.6610	Y	120	120	TBD	TBD	N
12	Parkside at Butler Mauldin, SC	Parkside at Butler, LP 703.942.6610	Y	72	72	2/15/2023	1/4/2024	N
13	Frederick Road Senior Housing Gaithersburg, MD	Frederick Road Senior 4% Owner L 703.942.6610	Y	111	111	12/27/2023	TBD	N
14	South Street Family Frederick, MD	South Street Family, LLC 703.942.6610	Y	56	56	TBD	TBD	N
15	South Street Senior Frederick, MD	South Street Senior, LLC 703.942.6610	Y	96	96	TBD	TBD	N
16	Helena Crocker Residences Westford, MA	Helena Crocker Residences LP 978.535.5600	Y	18	18	11/15/2023	TBD	N
17	Parkside at Main Simpsonville, SC	Parkside at Main, LP 703.942.6610	Y	42	42	2/17/2021	2/24/2021	N
18	Parkside at Hudson Gastonia, NC	Parkside at Hudson, LP 703.942.6610	Y	80	80	11/6/2020	9/15/2021	N
19	Dogwood Trail Albany, GA	Dogwood Trail Apartments, LP 703.942.6610	Y	64	61	12/31/2020	2/25/2022	N
20	Springhill Apartments Madison, FL	Springhill Apartments, LLC 703.942.6610	Y	76	76	12/20/2019	8/19/2022	N

\* 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:** 1,630 1,606

**LIHTC as % of**  
**99% Total Units**

Previous Participation Certification continued

	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 (Explain Yes)
21	Parkside at Drayton Spartanburg, SC	Parkside at Drayton, LP 703.942.6610	Y	41	41	4/1/2019	1/27/2020	N
22	Perrytown Apartments Perry, FL	Perrytown Apartments, LLC 703.942.6610	Y	100	100	5/21/2018	12/22/2020	N
23	Momentum at Shady Grove Derwood, MD	Momentum Apartments, LLC 703.942.6610	Y	110	110	10/18/2019	2/9/2021	N
24	Douglass Village Douglasville, GA	Douglass Village Apartments, LP 703.942.6610	Y	88	88	12/20/2018	8/26/2021	N
25	Hand Trading Company Apartments Pelham, GA	Hand TC Restoration, LP 703.942.6610	Y	54	44	12/16/2019	2/2/2021	N
26	The Forge on Broadway Buffalo, NY	SAAKC Buffalo Forge, LLC 978.535.5600	Y	158	141	7/31/2020	1/28/2022	N
27	Castle Creek Aspen, CO	488 Castle Creek, LLC 703.942.6610	Y	24	24	3/20/2018	7/16/2019	N
28	Ashton Cove Kingsland, GA	Kingsland Cove, LP 703.942.6610	Y	72	72	9/27/2018	6/17/2019	N
29	St James Terrace Baltimore, MD	St. James Apartments LP 703.942.6610	Y	151	151	7/20/2018	3/13/2019	N
30	Chelmsford Wood Residences II Chelmsford, MA	Chelmsford Woods Residences II LP 978.535.5600	Y	58	58	7/6/2018	3/19/2019	N
31	Parkside at Bethel Clover, SC	Parkside at Bethel LP 703.942.6610	Y	42	42	5/11/2018	2/25/2019	N
32	Market Station Thomasville, GA	Market Station Apartments, LP 703.942.6610	Y	80	80	3/31/2018	10/3/2018	N
33	Coady School Residences Bourne, MA	Coady School Residences LP 978.535.5600	Y	58	58	8/25/2017	5/8/2018	N
34	Page Woodson Oklahoma City, OK	Page Woodson Development LLC 703.942.6610	Y	128	128	7/14/2017	11/26/2018	N
35	Park Heights Baltimore, MD	New Park Heights LLC 703.942.6610	Y	100	100	6/30/2017	4/17/2018	N
36	Residences at Government Center I Fairfax, VA	Fairfax Corner Partners LLC 703.942.6610	Y	150	15	2/28/2017	9/27/2017	N
37	Residences at Government Center II Fairfax, VA	Fairfax Corner Partners II LLC 703.942.6610	Y	120	120	2/28/2017	10/19/2017	N
38	Southfork Camilla, GA	Southfork Apartments LP 703.942.6610	Y	96	96	8/25/2016	3/14/2017	N
39	Parkside at Boulevard Orangeburg, SC	Parkside at Boulevard LP 703.942.6610	Y	44	44	7/29/2016	1/27/2017	N
40	Cypress Parc New Orleans, LA	FBT Community Development Corp., LLC 703.942.6610	Y	62	62	5/31/2016	3/10/2017	N
41	Chelmsford Woods Residences Chelmsford, MA	Chelmsford Woods Residences, LP 978.535.5300	Y	58	58	2/26/2016	10/5/2016	N
42	Eureka Heights Ashburn, GA	Eureka Heights, LP 703.942.6610	Y	56	56	6/30/2015	3/3/2016	N
43	Tangi Village Hammond, LA	Quick Blvd. Apartments LP 703.942.6610	Y	61	61	11/30/2014	11/6/2015	N
44	Simpkins School Yarmouth, MA	Simpkins School Residences, LP 978.535.5600	Y	65	58	9/29/2014	5/18/2015	N
45	Ashley House Valdosta, GA	Ashley House Apartments, LP 703.942.6610	Y	61	61	8/1/2014	6/2/2015	N
46	Elm Drive Senior Apartments Baton Rouge, LA	Elm Drive Senior Apartments, LP 703.942.6610	Y	60	60	5/1/2014	11/6/2015	N
47	The Reserve at Sugar Mill St. Marys, GA	Ashton Pines Apartments, LP 703.942.6610	Y	70	70	10/26/2012	10/17/2013	N
48	Griffin Heights Tallahassee, FL	New Griffin Apartments, LP 703.942.6610	Y	100	100	22/23/2012	1/11/2013	N
49	Pine Meadow Gainesville, FL	Pine Meadow Redevelopment, Ltd. 703.942.6610	Y	78	78	12/7/2011	6/14/2013	N
50	Sand Dunes Panama City Beach, FL	Sand Dunes Redevelopment, Ltd. 703.942.6610	Y	104	104	12/7/2011	6/14/2013	N
51	Cypress Place Marrero, LA	1500 Westwood, LP 703.942.6610	Y	132	132	11/7/2011	11/8/2013	N
52	Three Tree Flats Washington, DC	3910 Georgia Avenue Associates, LP 703.942.6610	Y	130	119	2/25/2011	1/24/2012	N
53	Lakeside Columbia, SC	New Lakeside Apartments, LP 703.942.6610	Y	110	109	12/2/2010	2/24/2011	N
54	School Street Residences Athol, MA	School Street Residences, LP 978.535.5600	Y	50	50	12/1/2010	12/30/2011	N
55	Fulton School Weymouth, MA	Fulton School Residences, LP 978.535.5600	Y	63	63	11/2/2009	12/31/2010	N
56	Appian Way North Charleston, SC	8465 Patriot Boulevard, LP 703.942.6610	Y	204	204	6/1/2009	6/12/2009	N

2nd PAGE TOTAL: 3,138 2,957

GRAND TOTAL: 4,768 4,563

LIHTC as % of  
96% Total Unit

# List of LIHTC Developments (Schedule A)



Development Name: Commonwealth Lofts 9  
 Name of Applicant: Commonwealth Lofts 9, 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: Doublewide, LLC Controlling GP (CGP) or 'Named' Managing Member of Proposed property?\* Y  
 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 Coyle School Residences, LP Taunton, MA	Coyle School Residences 703.942.6610	Y	50	45	TBD	TBD	N
2 Ovata at Reedy Creek, LP Charlotte, NC	Ovata at Reedy Creek, LP 703.942.6610	Y	78	78	TBD	TBD	N
3 500 Northside Station Spartanburg, SC	Partans, LLC 703.942.6610	Y	90	81	7/30/2021	9/1/2022	N
4 Renaissance Place Greenville, SC	Renaissance Place, LP 703.942.6610	Y	57	57	9/15/2021	2/15/2022	N
5 Silver Creek Kensington, MD	Knowles Manor Senior Housing LLC 703.942.6610	Y	94	94	12/28/2021	7/31/2023	N
6 Parkside at Hickory Grove Charlotte, NC	Parkside at Hickory Grove, LP 703.942.6610	Y	80	80	10/1/2021	12/15/2022	N
7 Ovation at Arrowbrook I Herndon, VA	Arrowbrook Apartments I, LLC 703.942.6610	Y	126	126	3/30/2023	1/23/2024	N
8 Ovation at Arrowbrook II Herndon, VA	Arrowbrook Apts II, LLC 703.942.6610	Y	148	148	4/14/2023	TBD	N
9 Oxford School Residences Fairhaven, MA	Oxford School Residences LP 978.535.5600	Y	52	45	6/13/2022	4/3/2023	N
10 One University Family Fairfax, VA	One University Family, LLC 703.942.6610	Y	120	120	TBD	TBD	N
11 One University Senior Fairfax, VA	One University Senior, LLC 703.942.6610	Y	120	120	TBD	TBD	N
12 Parkside at Butler Mauldin, SC	Parkside at Butler, LP 703.942.6610	Y	72	72	2/15/2023	1/4/2024	N
13 Frederick Road Senior Housing Gaithersburg, MD	Frederick Road Senior 4% Owner L 703.942.6610	Y	111	111	12/27/2023	TBD	N
14 South Street Family Frederick, MD	South Street Family, LLC 703.942.6610	Y	56	56	TBD	TBD	N
15 South Street Senior Frederick, MD	South Street Senior, LLC 703.942.6610	Y	96	96	TBD	TBD	N
16 Helena Crocker Residences Westford, MA	Helena Crocker Residences LP 978.535.5600	Y	18	18	11/15/2023	TBD	N
17 Parkside at Main Simpsonville, SC	Parkside at Main, LP 703.942.6610	Y	42	42	2/17/2021	2/24/2021	N
18 Parkside at Hudson Gastonia, NC	Parkside at Hudson, LP 703.942.6610	Y	80	80	11/6/2020	9/15/2021	N
19 Dogwood Trail Albany, GA	Dogwood Trail Apartments, LP 703.942.6610	Y	64	61	12/31/2020	2/25/2022	N
20 Springhill Apartments Madison, FL	Springhill Apartments, LLC 703.942.6610	Y	76	76	12/20/2019	8/19/2022	N

\* 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:** 1,630 1,606

**LIHTC as % of**  
**99% Total Units**

Previous Participation Certification continued

	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 (Explain Yes)
21	Parkside at Drayton Spartanburg, SC	Parkside at Drayton, LP 703.942.6610	Y	41	41	4/1/2019	1/27/2020	N
22	Perrytown Apartments Perry, FL	Perrytown Apartments, LLC 703.942.6610	Y	100	100	5/21/2018	12/22/2020	N
23	Momentum at Shady Grove Derwood, MD	Momentum Apartments, LLC 703.942.6610	Y	110	110	10/18/2019	2/9/2021	N
24	Douglass Village Douglasville, GA	Douglass Village Apartments, LP 703.942.6610	Y	88	88	12/20/2018	8/26/2021	N
25	Hand Trading Company Apartments Pelham, GA	Hand TC Restoration, LP 703.942.6610	Y	54	44	12/16/2019	2/2/2021	N
26	The Forge on Broadway Buffalo, NY	SAAKC Buffalo Forge, LLC 978.535.5600	Y	158	141	7/31/2020	1/28/2022	N
27	Castle Creek Aspen, CO	488 Castle Creek, LLC 703.942.6610	Y	24	24	3/20/2018	7/16/2019	N
28	Ashton Cove Kingsland, GA	Kingsland Cove, LP 703.942.6610	Y	72	72	9/27/2018	6/17/2019	N
29	St James Terrace Baltimore, MD	St. James Apartments LP 703.942.6610	Y	151	151	7/20/2018	3/13/2019	N
30	Chelmsford Wood Residences II Chelmsford, MA	Chelmsford Woods Residences II LP 978.535.5600	Y	58	58	7/6/2018	3/19/2019	N
31	Parkside at Bethel Clover, SC	Parkside at Bethel LP 703.942.6610	Y	42	42	5/11/2018	2/25/2019	N
32	Market Station Thomasville, GA	Market Station Apartments, LP 703.942.6610	Y	80	80	3/31/2018	10/3/2018	N
33	Coady School Residences Bourne, MA	Coady School Residences LP 978.535.5600	Y	58	58	8/25/2017	5/8/2018	N
34	Page Woodson Oklahoma City, OK	Page Woodson Development LLC 703.942.6610	Y	128	128	7/14/2017	11/26/2018	N
35	Park Heights Baltimore, MD	New Park Heights LLC 703.942.6610	Y	100	100	6/30/2017	4/17/2018	N
36	Residences at Government Center I Fairfax, VA	Fairfax Corner Partners LLC 703.942.6610	Y	150	15	2/28/2017	9/27/2017	N
37	Residences at Government Center II Fairfax, VA	Fairfax Corner Partners II LLC 703.942.6610	Y	120	120	2/28/2017	10/19/2017	N
38	Southfork Camilla, GA	Southfork Apartments LP 703.942.6610	Y	96	96	8/25/2016	3/14/2017	N
39	Parkside at Boulevard Orangeburg, SC	Parkside at Boulevard LP 703.942.6610	Y	44	44	7/29/2016	1/27/2017	N
40	Cypress Parc New Orleans, LA	FBT Community Development Corp., LLC 703.942.6610	Y	62	62	5/31/2016	3/10/2017	N
41	Chelmsford Woods Residences Chelmsford, MA	Chelmsford Woods Residences, LP 978.535.5300	Y	58	58	2/26/2016	10/5/2016	N
42	Eureka Heights Ashburn, GA	Eureka Heights, LP 703.942.6610	Y	56	56	6/30/2015	3/3/2016	N
43	Tangi Village Hammond, LA	Quick Blvd. Apartments LP 703.942.6610	Y	61	61	11/30/2014	11/6/2015	N
44	Simpkins School Yarmouth, MA	Simpkins School Residences, LP 978.535.5600	Y	65	58	9/29/2014	5/18/2015	N
45	Ashley House Valdosta, GA	Ashley House Apartments, LP 703.942.6610	Y	61	61	8/1/2014	6/2/2015	N
46	Elm Drive Senior Apartments Baton Rouge, LA	Elm Drive Senior Apartments, LP 703.942.6610	Y	60	60	5/1/2014	11/6/2015	N
47	The Reserve at Sugar Mill St. Marys, GA	Ashton Pines Apartments, LP 703.942.6610	Y	70	70	10/26/2012	10/17/2013	N
48	Griffin Heights Tallahassee, FL	New Griffin Apartments, LP 703.942.6610	Y	100	100	22/23/2012	1/11/2013	N
49	Pine Meadow Gainesville, FL	Pine Meadow Redevelopment, Ltd. 703.942.6610	Y	78	78	12/7/2011	6/14/2013	N
50	Sand Dunes Panama City Beach, FL	Sand Dunes Redevelopment, Ltd. 703.942.6610	Y	104	104	12/7/2011	6/14/2013	N
51	Cypress Place Marrero, LA	1500 Westwood, LP 703.942.6610	Y	132	132	11/7/2011	11/8/2013	N
52	Three Tree Flats Washington, DC	3910 Georgia Avenue Associates, LP 703.942.6610	Y	130	119	2/25/2011	1/24/2012	N
53	Lakeside Columbia, SC	New Lakeside Apartments, LP 703.942.6610	Y	110	109	12/2/2010	2/24/2011	N
54	School Street Residences Athol, MA	School Street Residences, LP 978.535.5600	Y	50	50	12/1/2010	12/30/2011	N
55	Fulton School Weymouth, MA	Fulton School Residences, LP 978.535.5600	Y	63	63	11/2/2009	12/31/2010	N
56	Appian Way North Charleston, SC	8465 Patriot Boulevard, LP 703.942.6610	Y	204	204	6/1/2009	6/12/2009	N

2nd PAGE TOTAL: 3,138 2,957

GRAND TOTAL: 4,768 4,563

LIHTC as % of  
96% Total Unit

# List of LIHTC Developments (Schedule A)



Development Name: Commonwealth Lofts 9  
 Name of Applicant: Commonwealth Lofts 9, 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: Kyle F. Wolff, LLC Controlling GP (CGP) or 'Named' Managing Member of Proposed property? Y  
 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	Coyle School Residences, LP Taunton, MA	Coyle School Residences 703.942.6610	Y	50	45	TBD	TBD	N
2	Ovata at Reedy Creek, LP Charlotte, NC	Ovata at Reedy Creek, LP 703.942.6610	Y	78	78	TBD	TBD	N
3	500 Northside Station Spartanburg, SC	Partans, LLC 703.942.6610	Y	90	81	7/30/2021	9/1/2022	N
4	Renaissance Place Greenville, SC	Renaissance Place, LP 703.942.6610	Y	57	57	9/15/2021	2/15/2022	N
5	Silver Creek Kensington, MD	Knowles Manor Senior Housing LLC 703.942.6610	Y	94	94	12/28/2021	7/31/2023	N
6	Parkside at Hickory Grove Charlotte, NC	Parkside at Hickory Grove, LP 703.942.6610	Y	80	80	10/1/2021	12/15/2022	N
7	Ovation at Arrowbrook I Herndon, VA	Arrowbrook Apartments I, LLC 703.942.6610	Y	126	126	3/30/2023	1/23/2024	N
8	Ovation at Arrowbrook II Herndon, VA	Arrowbrook Apts II, LLC 703.942.6610	Y	148	148	4/14/2023	TBD	N
9	Oxford School Residences Fairhaven, MA	Oxford School Residences LP 978.535.5600	Y	52	45	6/13/2022	4/3/2023	N
10	One University Family Fairfax, VA	One University Family, LLC 703.942.6610	Y	120	120	TBD	TBD	N
11	One University Senior Fairfax, VA	One University Senior, LLC 703.942.6610	Y	120	120	TBD	TBD	N
12	Parkside at Butler Mauldin, SC	Parkside at Butler, LP 703.942.6610	Y	72	72	2/15/2023	1/4/2024	N
13	Frederick Road Senior Housing Gaithersburg, MD	Frederick Road Senior 4% Owner L 703.942.6610	Y	111	111	12/27/2023	TBD	N
14	South Street Family Frederick, MD	South Street Family, LLC 703.942.6610	Y	56	56	TBD	TBD	N
15	South Street Senior Frederick, MD	South Street Senior, LLC 703.942.6610	Y	96	96	TBD	TBD	N
16	Helena Crocker Residences Westford, MA	Helena Crocker Residences LP 978.535.5600	Y	18	18	11/15/2023	TBD	N
17	Parkside at Main Simpsonville, SC	Parkside at Main, LP 703.942.6610	Y	42	42	2/17/2021	2/24/2021	N
18	Parkside at Hudson Gastonia, NC	Parkside at Hudson, LP 703.942.6610	Y	80	80	11/6/2020	9/15/2021	N
19	Dogwood Trail Albany, GA	Dogwood Trail Apartments, LP 703.942.6610	Y	64	61	12/31/2020	2/25/2022	N
20	Springhill Apartments Madison, FL	Springhill Apartments, LLC 703.942.6610	Y	76	76	12/20/2019	8/19/2022	N

\* 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:** 1,630 1,606

**LIHTC as % of**  
**99% Total Units**

Previous Participation Certification continued

	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 (Explain Yes)
21	Parkside at Drayton Spartanburg, SC	Parkside at Drayton, LP 703.942.6610	Y	41	41	4/1/2019	1/27/2020	N
22	Perrytown Apartments Perry, FL	Perrytown Apartments, LLC 703.942.6610	Y	100	100	5/21/2018	12/22/2020	N
23	Momentum at Shady Grove Derwood, MD	Momentum Apartments, LLC 703.942.6610	Y	110	110	10/18/2019	2/9/2021	N
24	Douglass Village Douglasville, GA	Douglass Village Apartments, LP 703.942.6610	Y	88	88	12/20/2018	8/26/2021	N
25	Hand Trading Company Apartments Pelham, GA	Hand TC Restoration, LP 703.942.6610	Y	54	44	12/16/2019	2/2/2021	N
26	The Forge on Broadway Buffalo, NY	SAAKC Buffalo Forge, LLC 978.535.5600	Y	158	141	7/31/2020	1/28/2022	N
27	Castle Creek Aspen, CO	488 Castle Creek, LLC 703.942.6610	Y	24	24	3/20/2018	7/16/2019	N
28	Ashton Cove Kingsland, GA	Kingsland Cove, LP 703.942.6610	Y	72	72	9/27/2018	6/17/2019	N
29	St James Terrace Baltimore, MD	St. James Apartments LP 703.942.6610	Y	151	151	7/20/2018	3/13/2019	N
30	Chelmsford Wood Residences II Chelmsford, MA	Chelmsford Woods Residences II LP 978.535.5600	Y	58	58	7/6/2018	3/19/2019	N
31	Parkside at Bethel Clover, SC	Parkside at Bethel LP 703.942.6610	Y	42	42	5/11/2018	2/25/2019	N
32	Market Station Thomasville, GA	Market Station Apartments, LP 703.942.6610	Y	80	80	3/31/2018	10/3/2018	N
33	Coady School Residences Bourne, MA	Coady School Residences LP 978.535.5600	Y	58	58	8/25/2017	5/8/2018	N
34	Page Woodson Oklahoma City, OK	Page Woodson Development LLC 703.942.6610	Y	128	128	7/14/2017	11/26/2018	N
35	Park Heights Baltimore, MD	New Park Heights LLC 703.942.6610	Y	100	100	6/30/2017	4/17/2018	N
36	Residences at Government Center I Fairfax, VA	Fairfax Corner Partners LLC 703.942.6610	Y	150	15	2/28/2017	9/27/2017	N
37	Residences at Government Center II Fairfax, VA	Fairfax Corner Partners II LLC 703.942.6610	Y	120	120	2/28/2017	10/19/2017	N
38	Southfork Camilla, GA	Southfork Apartments LP 703.942.6610	Y	96	96	8/25/2016	3/14/2017	N
39	Parkside at Boulevard Orangeburg, SC	Parkside at Boulevard LP 703.942.6610	Y	44	44	7/29/2016	1/27/2017	N
40	Cypress Parc New Orleans, LA	FBT Community Development Corp., LLC 703.942.6610	Y	62	62	5/31/2016	3/10/2017	N
41	Chelmsford Woods Residences Chelmsford, MA	Chelmsford Woods Residences, LP 978.535.5300	Y	58	58	2/26/2016	10/5/2016	N
42	Eureka Heights Ashburn, GA	Eureka Heights, LP 703.942.6610	Y	56	56	6/30/2015	3/3/2016	N
43	Tangi Village Hammond, LA	Quick Blvd. Apartments LP 703.942.6610	Y	61	61	11/30/2014	11/6/2015	N
44	Simpkins School Yarmouth, MA	Simpkins School Residences, LP 978.535.5600	Y	65	58	9/29/2014	5/18/2015	N
45	Ashley House Valdosta, GA	Ashley House Apartments, LP 703.942.6610	Y	61	61	8/1/2014	6/2/2015	N
46	Elm Drive Senior Apartments Baton Rouge, LA	Elm Drive Senior Apartments, LP 703.942.6610	Y	60	60	5/1/2014	11/6/2015	N
47	The Reserve at Sugar Mill St. Marys, GA	Ashton Pines Apartments, LP 703.942.6610	Y	70	70	10/26/2012	10/17/2013	N
48	Griffin Heights Tallahassee, FL	New Griffin Apartments, LP 703.942.6610	Y	100	100	22/23/2012	1/11/2013	N
49	Pine Meadow Gainesville, FL	Pine Meadow Redevelopment, Ltd. 703.942.6610	Y	78	78	12/7/2011	6/14/2013	N
50	Sand Dunes Panama City Beach, FL	Sand Dunes Redevelopment, Ltd. 703.942.6610	Y	104	104	12/7/2011	6/14/2013	N
51	Cypress Place Marrero, LA	1500 Westwood, LP 703.942.6610	Y	132	132	11/7/2011	11/8/2013	N
52	Three Tree Flats Washington, DC	3910 Georgia Avenue Associates, LP 703.942.6610	Y	130	119	2/25/2011	1/24/2012	N
53	Lakeside Columbia, SC	New Lakeside Apartments, LP 703.942.6610	Y	110	109	12/2/2010	2/24/2011	N
54	School Street Residences Athol, MA	School Street Residences, LP 978.535.5600	Y	50	50	12/1/2010	12/30/2011	N
55	Fulton School Weymouth, MA	Fulton School Residences, LP 978.535.5600	Y	63	63	11/2/2009	12/31/2010	N
56	Appian Way North Charleston, SC	8465 Patriot Boulevard, LP 703.942.6610	Y	204	204	6/1/2009	6/12/2009	N

2nd PAGE TOTAL: 3,138 2,957

GRAND TOTAL: 4,768 4,563

LIHTC as % of  
96% Total Unit

# List of LIHTC Developments (Schedule A)



Development Name: Commonwealth Lofts 9  
 Name of Applicant: Commonwealth Lofts 9, LLC

**INSTRUCTIONS:**

- 1. A Schedule A is required for every individual that makes up the GP or Managing Member, except as follows:**
  - For Principals organized as a corporation (public or private), nonprofit organization, or governmental entity, you are only required to list the names of any officers who are directly responsible to the Board of Directors (or equivalent) and any stockholder holding a 25% or more interest in said Principal.
  - For Principals organized as a limited liability company with more than 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.
- 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.
- List only tax credit development experience for the past 15 years.
- Use separate pages as needed, for each principal.

Principal's Name: Milo Investments, LLC Controlling GP (CGP) or 'Named' Managing Member of Proposed property? Y  
 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	Coyle School Residences, LP Taunton, MA	Coyle School Residences 703.942.6610	Y	50	45	TBD	TBD	N
2	Ovata at Reedy Creek, LP Charlotte, NC	Ovata at Reedy Creek, LP 703.942.6610	Y	78	78	TBD	TBD	N
3	500 Northside Station Spartanburg, SC	Partans, LLC 703.942.6610	Y	90	81	7/30/2021	9/1/2022	N
4	Renaissance Place Greenville, SC	Renaissance Place, LP 703.942.6610	Y	57	57	9/15/2021	2/15/2022	N
5	Silver Creek Kensington, MD	Knowles Manor Senior Housing LLC 703.942.6610	Y	94	94	12/28/2021	7/31/2023	N
6	Parkside at Hickory Grove Charlotte, NC	Parkside at Hickory Grove, LP 703.942.6610	Y	80	80	10/1/2021	12/15/2022	N
7	Ovation at Arrowbrook I Herndon, VA	Arrowbrook Apartments I, LLC 703.942.6610	Y	126	126	3/30/2023	1/23/2024	N
8	Ovation at Arrowbrook II Herndon, VA	Arrowbrook Apts II, LLC 703.942.6610	Y	148	148	4/14/2023	TBD	N
9	Oxford School Residences Fairhaven, MA	Oxford School Residences LP 978.535.5600	Y	52	45	6/13/2022	4/3/2023	N
10	One University Family Fairfax, VA	One University Family, LLC 703.942.6610	Y	120	120	TBD	TBD	N
11	One University Senior Fairfax, VA	One University Senior, LLC 703.942.6610	Y	120	120	TBD	TBD	N
12	Parkside at Butler Mauldin, SC	Parkside at Butler, LP 703.942.6610	Y	72	72	2/15/2023	1/4/2024	N
13	Frederick Road Senior Housing Gaithersburg, MD	Frederick Road Senior 4% Owner L 703.942.6610	Y	111	111	12/27/2023	TBD	N
14	South Street Family Frederick, MD	South Street Family, LLC 703.942.6610	Y	56	56	TBD	TBD	N
15	South Street Senior Frederick, MD	South Street Senior, LLC 703.942.6610	Y	96	96	TBD	TBD	N
16	Helena Crocker Residences Westford, MA	Helena Crocker Residences LP 978.535.5600	Y	18	18	11/15/2023	TBD	N
17	Parkside at Main Simpsonville, SC	Parkside at Main, LP 703.942.6610	Y	42	42	2/17/2021	2/24/2021	N
18	Parkside at Hudson Gastonia, NC	Parkside at Hudson, LP 703.942.6610	Y	80	80	11/6/2020	9/15/2021	N
19	Dogwood Trail Albany, GA	Dogwood Trail Apartments, LP 703.942.6610	Y	64	61	12/31/2020	2/25/2022	N
20	Springhill Apartments Madison, FL	Springhill Apartments, LLC 703.942.6610	Y	76	76	12/20/2019	8/19/2022	N

\* 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: 1,630 1,606

LIHTC as % of  
 99% Total Units

Previous Participation Certification continued

	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 (Explain Yes)
21	Parkside at Drayton Spartanburg, SC	Parkside at Drayton, LP 703.942.6610	Y	41	41	4/1/2019	1/27/2020	N
22	Perrytown Apartments Perry, FL	Perrytown Apartments, LLC 703.942.6610	Y	100	100	5/21/2018	12/22/2020	N
23	Momentum at Shady Grove Derwood, MD	Momentum Apartments, LLC 703.942.6610	Y	110	110	10/18/2019	2/9/2021	N
24	Douglass Village Douglasville, GA	Douglass Village Apartments, LP 703.942.6610	Y	88	88	12/20/2018	8/26/2021	N
25	Hand Trading Company Apartments Pelham, GA	Hand TC Restoration, LP 703.942.6610	Y	54	44	12/16/2019	2/2/2021	N
26	The Forge on Broadway Buffalo, NY	SAAKC Buffalo Forge, LLC 978.535.5600	Y	158	141	7/31/2020	1/28/2022	N
27	Castle Creek Aspen, CO	488 Castle Creek, LLC 703.942.6610	Y	24	24	3/20/2018	7/16/2019	N
28	Ashton Cove Kingsland, GA	Kingsland Cove, LP 703.942.6610	Y	72	72	9/27/2018	6/17/2019	N
29	St James Terrace Baltimore, MD	St. James Apartments LP 703.942.6610	Y	151	151	7/20/2018	3/13/2019	N
30	Chelmsford Wood Residences II Chelmsford, MA	Chelmsford Woods Residences II LP 978.535.5600	Y	58	58	7/6/2018	3/19/2019	N
31	Parkside at Bethel Clover, SC	Parkside at Bethel LP 703.942.6610	Y	42	42	5/11/2018	2/25/2019	N
32	Market Station Thomasville, GA	Market Station Apartments, LP 703.942.6610	Y	80	80	3/31/2018	10/3/2018	N
33	Coady School Residences Bourne, MA	Coady School Residences LP 978.535.5600	Y	58	58	8/25/2017	5/8/2018	N
34	Page Woodson Oklahoma City, OK	Page Woodson Development LLC 703.942.6610	Y	128	128	7/14/2017	11/26/2018	N
35	Park Heights Baltimore, MD	New Park Heights LLC 703.942.6610	Y	100	100	6/30/2017	4/17/2018	N
36	Residences at Government Center I Fairfax, VA	Fairfax Corner Partners LLC 703.942.6610	Y	150	15	2/28/2017	9/27/2017	N
37	Residences at Government Center II Fairfax, VA	Fairfax Corner Partners II LLC 703.942.6610	Y	120	120	2/28/2017	10/19/2017	N
38	Southfork Camilla, GA	Southfork Apartments LP 703.942.6610	Y	96	96	8/25/2016	3/14/2017	N
39	Parkside at Boulevard Orangeburg, SC	Parkside at Boulevard LP 703.942.6610	Y	44	44	7/29/2016	1/27/2017	N
40	Cypress Parc New Orleans, LA	FBT Community Development Corp., LLC 703.942.6610	Y	62	62	5/31/2016	3/10/2017	N
41	Chelmsford Woods Residences Chelmsford, MA	Chelmsford Woods Residences, LP 978.535.5300	Y	58	58	2/26/2016	10/5/2016	N
42	Eureka Heights Ashburn, GA	Eureka Heights, LP 703.942.6610	Y	56	56	6/30/2015	3/3/2016	N
43	Tangi Village Hammond, LA	Quick Blvd. Apartments LP 703.942.6610	Y	61	61	11/30/2014	11/6/2015	N
44	Simpkins School Yarmouth, MA	Simpkins School Residences, LP 978.535.5600	Y	65	58	9/29/2014	5/18/2015	N
45	Ashley House Valdosta, GA	Ashley House Apartments, LP 703.942.6610	Y	61	61	8/1/2014	6/2/2015	N
46	Elm Drive Senior Apartments Baton Rouge, LA	Elm Drive Senior Apartments, LP 703.942.6610	Y	60	60	5/1/2014	11/6/2015	N
47	The Reserve at Sugar Mill St. Marys, GA	Ashton Pines Apartments, LP 703.942.6610	Y	70	70	10/26/2012	10/17/2013	N
48	Griffin Heights Tallahassee, FL	New Griffin Apartments, LP 703.942.6610	Y	100	100	22/23/2012	1/11/2013	N
49	Pine Meadow Gainesville, FL	Pine Meadow Redevelopment, Ltd. 703.942.6610	Y	78	78	12/7/2011	6/14/2013	N
50	Sand Dunes Panama City Beach, FL	Sand Dunes Redevelopment, Ltd. 703.942.6610	Y	104	104	12/7/2011	6/14/2013	N
51	Cypress Place Marrero, LA	1500 Westwood, LP 703.942.6610	Y	132	132	11/7/2011	11/8/2013	N
52	Three Tree Flats Washington, DC	3910 Georgia Avenue Associates, LP 703.942.6610	Y	130	119	2/25/2011	1/24/2012	N
53	Lakeside Columbia, SC	New Lakeside Apartments, LP 703.942.6610	Y	110	109	12/2/2010	2/24/2011	N
54	School Street Residences Athol, MA	School Street Residences, LP 978.535.5600	Y	50	50	12/1/2010	12/30/2011	N
55	Fulton School Weymouth, MA	Fulton School Residences, LP 978.535.5600	Y	63	63	11/2/2009	12/31/2010	N
56	Appian Way North Charleston, SC	8465 Patriot Boulevard, LP 703.942.6610	Y	204	204	6/1/2009	6/12/2009	N

2nd PAGE TOTAL: 3,138 2,957

GRAND TOTAL: 4,768 4,563

LIHTC as % of  
96% Total Unit

# List of LIHTC Developments (Schedule A)



Development Name: Commonwealth Lofts 9  
 Name of Applicant: Commonwealth Lofts 9, LLC

**INSTRUCTIONS:**

- 1. A Schedule A is required for every individual that makes up the GP or Managing Member, except as follows:**
  - For Principals organized as a corporation (public or private), nonprofit organization, or governmental entity, you are only required to list the names of any officers who are directly responsible to the Board of Directors (or equivalent) and any stockholder holding a 25% or more interest in said Principal.
  - For Principals organized as a limited liability company with more than 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.
- 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.
- List only tax credit development experience for the past 15 years.
- Use separate pages as needed, for each principal.

Principal's Name: Benjamin D. Mottola, LLC Controlling GP (CGP) or 'Named' Managing Member of Proposed property?\* Y  
 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 Coyle School Residences, LP Taunton, MA	Coyle School Residences 703.942.6610	Y	50	45	TBD	TBD	N
2 Ovata at Reedy Creek, LP Charlotte, NC	Ovata at Reedy Creek, LP 703.942.6610	Y	78	78	TBD	TBD	N
3 500 Northside Station Spartanburg, SC	Partans, LLC 703.942.6610	Y	90	81	7/30/2021	9/1/2022	N
4 Renaissance Place Greenville, SC	Renaissance Place, LP 703.942.6610	Y	57	57	9/15/2021	2/15/2022	N
5 Silver Creek Kensington, MD	Knowles Manor Senior Housing LLC 703.942.6610	Y	94	94	12/28/2021	7/31/2023	N
6 Parkside at Hickory Grove Charlotte, NC	Parkside at Hickory Grove, LP 703.942.6610	Y	80	80	10/1/2021	12/15/2022	N
7 Ovation at Arrowbrook I Herndon, VA	Arrowbrook Apartments I, LLC 703.942.6610	Y	126	126	3/30/2023	1/23/2024	N
8 Ovation at Arrowbrook II Herndon, VA	Arrowbrook Apts II, LLC 703.942.6610	Y	148	148	4/14/2023	TBD	N
9 Oxford School Residences Fairhaven, MA	Oxford School Residences LP 978.535.5600	Y	52	45	6/13/2022	4/3/2023	N
10 One University Family Fairfax, VA	One University Family, LLC 703.942.6610	Y	120	120	TBD	TBD	N
11 One University Senior Fairfax, VA	One University Senior, LLC 703.942.6610	Y	120	120	TBD	TBD	N
12 Parkside at Butler Mauldin, SC	Parkside at Butler, LP 703.942.6610	Y	72	72	2/15/2023	1/4/2024	N
13 Frederick Road Senior Housing Gaithersburg, MD	Frederick Road Senior 4% Owner L 703.942.6610	Y	111	111	12/27/2023	TBD	N
14 South Street Family Frederick, MD	South Street Family, LLC 703.942.6610	Y	56	56	TBD	TBD	N
15 South Street Senior Frederick, MD	South Street Senior, LLC 703.942.6610	Y	96	96	TBD	TBD	N
16 Helena Crocker Residences Westford, MA	Helena Crocker Residences LP 978.535.5600	Y	18	18	11/15/2023	TBD	N
17 Parkside at Main Simpsonville, SC	Parkside at Main, LP 703.942.6610	Y	42	42	2/17/2021	2/24/2021	N
18 Parkside at Hudson Gastonia, NC	Parkside at Hudson, LP 703.942.6610	Y	80	80	11/6/2020	9/15/2021	N
19 Dogwood Trail Albany, GA	Dogwood Trail Apartments, LP 703.942.6610	Y	64	61	12/31/2020	2/25/2022	N
20 Springhill Apartments Madison, FL	Springhill Apartments, LLC 703.942.6610	Y	76	76	12/20/2019	8/19/2022	N

\* 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: 1,630 1,606

LIHTC as % of  
 99% Total Units

Previous Participation Certification continued

	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 (Explain Yes)
21	Parkside at Drayton Spartanburg, SC	Parkside at Drayton, LP 703.942.6610	Y	41	41	4/1/2019	1/27/2020	N
22	Perrytown Apartments Perry, FL	Perrytown Apartments, LLC 703.942.6610	Y	100	100	5/21/2018	12/22/2020	N
23	Momentum at Shady Grove Derwood, MD	Momentum Apartments, LLC 703.942.6610	Y	110	110	10/18/2019	2/9/2021	N
24	Douglass Village Douglasville, GA	Douglass Village Apartments, LP 703.942.6610	Y	88	88	12/20/2018	8/26/2021	N
25	Hand Trading Company Apartments Pelham, GA	Hand TC Restoration, LP 703.942.6610	Y	54	44	12/16/2019	2/2/2021	N
26	The Forge on Broadway Buffalo, NY	SAAKC Buffalo Forge, LLC 978.535.5600	Y	158	141	7/31/2020	1/28/2022	N
27	Castle Creek Aspen, CO	488 Castle Creek, LLC 703.942.6610	Y	24	24	3/20/2018	7/16/2019	N
28	Ashton Cove Kingsland, GA	Kingsland Cove, LP 703.942.6610	Y	72	72	9/27/2018	6/17/2019	N
29	St James Terrace Baltimore, MD	St. James Apartments LP 703.942.6610	Y	151	151	7/20/2018	3/13/2019	N
30	Chelmsford Wood Residences II Chelmsford, MA	Chelmsford Woods Residences II LP 978.535.5600	Y	58	58	7/6/2018	3/19/2019	N
31	Parkside at Bethel Clover, SC	Parkside at Bethel LP 703.942.6610	Y	42	42	5/11/2018	2/25/2019	N
32	Market Station Thomasville, GA	Market Station Apartments, LP 703.942.6610	Y	80	80	3/31/2018	10/3/2018	N
33	Coady School Residences Bourne, MA	Coady School Residences LP 978.535.5600	Y	58	58	8/25/2017	5/8/2018	N
34	Page Woodson Oklahoma City, OK	Page Woodson Development LLC 703.942.6610	Y	128	128	7/14/2017	11/26/2018	N
35	Park Heights Baltimore, MD	New Park Heights LLC 703.942.6610	Y	100	100	6/30/2017	4/17/2018	N
36	Residences at Government Center I Fairfax, VA	Fairfax Corner Partners LLC 703.942.6610	Y	150	15	2/28/2017	9/27/2017	N
37	Residences at Government Center II Fairfax, VA	Fairfax Corner Partners II LLC 703.942.6610	Y	120	120	2/28/2017	10/19/2017	N
38	Southfork Camilla, GA	Southfork Apartments LP 703.942.6610	Y	96	96	8/25/2016	3/14/2017	N
39	Parkside at Boulevard Orangeburg, SC	Parkside at Boulevard LP 703.942.6610	Y	44	44	7/29/2016	1/27/2017	N
40	Cypress Parc New Orleans, LA	FBT Community Development Corp., LLC 703.942.6610	Y	62	62	5/31/2016	3/10/2017	N
41	Chelmsford Woods Residences Chelmsford, MA	Chelmsford Woods Residences, LP 978.535.5300	Y	58	58	2/26/2016	10/5/2016	N
42	Eureka Heights Ashburn, GA	Eureka Heights, LP 703.942.6610	Y	56	56	6/30/2015	3/3/2016	N
43	Tangi Village Hammond, LA	Quick Blvd. Apartments LP 703.942.6610	Y	61	61	11/30/2014	11/6/2015	N
44	Simpkins School Yarmouth, MA	Simpkins School Residences, LP 978.535.5600	Y	65	58	9/29/2014	5/18/2015	N
45	Ashley House Valdosta, GA	Ashley House Apartments, LP 703.942.6610	Y	61	61	8/1/2014	6/2/2015	N
46	Elm Drive Senior Apartments Baton Rouge, LA	Elm Drive Senior Apartments, LP 703.942.6610	Y	60	60	5/1/2014	11/6/2015	N
47	The Reserve at Sugar Mill St. Marys, GA	Ashton Pines Apartments, LP 703.942.6610	Y	70	70	10/26/2012	10/17/2013	N
48	Griffin Heights Tallahassee, FL	New Griffin Apartments, LP 703.942.6610	Y	100	100	22/23/2012	1/11/2013	N
49	Pine Meadow Gainesville, FL	Pine Meadow Redevelopment, Ltd. 703.942.6610	Y	78	78	12/7/2011	6/14/2013	N
50	Sand Dunes Panama City Beach, FL	Sand Dunes Redevelopment, Ltd. 703.942.6610	Y	104	104	12/7/2011	6/14/2013	N
51	Cypress Place Marrero, LA	1500 Westwood, LP 703.942.6610	Y	132	132	11/7/2011	11/8/2013	N
52	Three Tree Flats Washington, DC	3910 Georgia Avenue Associates, LP 703.942.6610	Y	130	119	2/25/2011	1/24/2012	N
53	Lakeside Columbia, SC	New Lakeside Apartments, LP 703.942.6610	Y	110	109	12/2/2010	2/24/2011	N
54	School Street Residences Athol, MA	School Street Residences, LP 978.535.5600	Y	50	50	12/1/2010	12/30/2011	N
55	Fulton School Weymouth, MA	Fulton School Residences, LP 978.535.5600	Y	63	63	11/2/2009	12/31/2010	N
56	Appian Way North Charleston, SC	8465 Patriot Boulevard, LP 703.942.6610	Y	204	204	6/1/2009	6/12/2009	N

2nd PAGE TOTAL: 3,138 2,957

GRAND TOTAL: 4,768 4,563

LIHTC as % of  
96% Total Unit

# List of LIHTC Developments (Schedule A)



Development Name: Commonwealth Lofts 9  
 Name of Applicant: Commonwealth Lofts 9, 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: Wilson Ventures II, LLC Controlling GP (CGP) or 'Named' Managing Member of Proposed property? Y  
 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 Coyle School Residences, LP Taunton, MA	Coyle School Residences 703.942.6610	Y	50	45	TBD	TBD	N
2 Ovata at Reedy Creek, LP Charlotte, NC	Ovata at Reedy Creek, LP 703.942.6610	Y	78	78	TBD	TBD	N
3 500 Northside Station Spartanburg, SC	Partans, LLC 703.942.6610	Y	90	81	7/30/2021	9/1/2022	N
4 Renaissance Place Greenville, SC	Renaissance Place, LP 703.942.6610	Y	57	57	9/15/2021	2/15/2022	N
5 Silver Creek Kensington, MD	Knowles Manor Senior Housing LLC 703.942.6610	Y	94	94	12/28/2021	7/31/2023	N
6 Parkside at Hickory Grove Charlotte, NC	Parkside at Hickory Grove, LP 703.942.6610	Y	80	80	10/1/2021	12/15/2022	N
7 Ovation at Arrowbrook I Herndon, VA	Arrowbrook Apartments I, LLC 703.942.6610	Y	126	126	3/30/2023	1/23/2024	N
8 Ovation at Arrowbrook II Herndon, VA	Arrowbrook Apts II, LLC 703.942.6610	Y	148	148	4/14/2023	TBD	N
9 Oxford School Residences Fairhaven, MA	Oxford School Residences LP 978.535.5600	Y	52	45	6/13/2022	4/3/2023	N
10 One University Family Fairfax, VA	One University Family, LLC 703.942.6610	Y	120	120	TBD	TBD	N
11 One University Senior Fairfax, VA	One University Senior, LLC 703.942.6610	Y	120	120	TBD	TBD	N
12 Parkside at Butler Mauldin, SC	Parkside at Butler, LP 703.942.6610	Y	72	72	2/15/2023	1/4/2024	N
13 Frederick Road Senior Housing Gaithersburg, MD	Frederick Road Senior 4% Owner L 703.942.6610	Y	111	111	12/27/2023	TBD	N
14 South Street Family Frederick, MD	South Street Family, LLC 703.942.6610	Y	56	56	TBD	TBD	N
15 South Street Senior Frederick, MD	South Street Senior, LLC 703.942.6610	Y	96	96	TBD	TBD	N
16 Helena Crocker Residences Westford, MA	Helena Crocker Residences LP 978.535.5600	Y	18	18	11/15/2023	TBD	N
17 Parkside at Main Simpsonville, SC	Parkside at Main, LP 703.942.6610	Y	42	42	2/17/2021	2/24/2021	N
18 Parkside at Hudson Gastonia, NC	Parkside at Hudson, LP 703.942.6610	Y	80	80	11/6/2020	9/15/2021	N
19 Dogwood Trail Albany, GA	Dogwood Trail Apartments, LP 703.942.6610	Y	64	61	12/31/2020	2/25/2022	N
20 Springhill Apartments Madison, FL	Springhill Apartments, LLC 703.942.6610	Y	76	76	12/20/2019	8/19/2022	N

\* 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:** 1,630 1,606

**LIHTC as % of**  
**99% Total Units**

Previous Participation Certification continued

	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 (Explain Yes)
21	Parkside at Drayton Spartanburg, SC	Parkside at Drayton, LP 703.942.6610	Y	41	41	4/1/2019	1/27/2020	N
22	Perrytown Apartments Perry, FL	Perrytown Apartments, LLC 703.942.6610	Y	100	100	5/21/2018	12/22/2020	N
23	Momentum at Shady Grove Derwood, MD	Momentum Apartments, LLC 703.942.6610	Y	110	110	10/18/2019	2/9/2021	N
24	Douglass Village Douglasville, GA	Douglass Village Apartments, LP 703.942.6610	Y	88	88	12/20/2018	8/26/2021	N
25	Hand Trading Company Apartments Pelham, GA	Hand TC Restoration, LP 703.942.6610	Y	54	44	12/16/2019	2/2/2021	N
26	The Forge on Broadway Buffalo, NY	SAAKC Buffalo Forge, LLC 978.535.5600	Y	158	141	7/31/2020	1/28/2022	N
27	Castle Creek Aspen, CO	488 Castle Creek, LLC 703.942.6610	Y	24	24	3/20/2018	7/16/2019	N
28	Ashton Cove Kingsland, GA	Kingsland Cove, LP 703.942.6610	Y	72	72	9/27/2018	6/17/2019	N
29	St James Terrace Baltimore, MD	St. James Apartments LP 703.942.6610	Y	151	151	7/20/2018	3/13/2019	N
30	Chelmsford Wood Residences II Chelmsford, MA	Chelmsford Woods Residences II LP 978.535.5600	Y	58	58	7/6/2018	3/19/2019	N
31	Parkside at Bethel Clover, SC	Parkside at Bethel LP 703.942.6610	Y	42	42	5/11/2018	2/25/2019	N
32	Market Station Thomasville, GA	Market Station Apartments, LP 703.942.6610	Y	80	80	3/31/2018	10/3/2018	N
33	Coady School Residences Bourne, MA	Coady School Residences LP 978.535.5600	Y	58	58	8/25/2017	5/8/2018	N
34	Page Woodson Oklahoma City, OK	Page Woodson Development LLC 703.942.6610	Y	128	128	7/14/2017	11/26/2018	N
35	Park Heights Baltimore, MD	New Park Heights LLC 703.942.6610	Y	100	100	6/30/2017	4/17/2018	N
36	Residences at Government Center I Fairfax, VA	Fairfax Corner Partners LLC 703.942.6610	Y	150	15	2/28/2017	9/27/2017	N
37	Residences at Government Center II Fairfax, VA	Fairfax Corner Partners II LLC 703.942.6610	Y	120	120	2/28/2017	10/19/2017	N
38	Southfork Camilla, GA	Southfork Apartments LP 703.942.6610	Y	96	96	8/25/2016	3/14/2017	N
39	Parkside at Boulevard Orangeburg, SC	Parkside at Boulevard LP 703.942.6610	Y	44	44	7/29/2016	1/27/2017	N
40	Cypress Parc New Orleans, LA	FBT Community Development Corp., LLC 703.942.6610	Y	62	62	5/31/2016	3/10/2017	N
41	Chelmsford Woods Residences Chelmsford, MA	Chelmsford Woods Residences, LP 978.535.5300	Y	58	58	2/26/2016	10/5/2016	N
42	Eureka Heights Ashburn, GA	Eureka Heights, LP 703.942.6610	Y	56	56	6/30/2015	3/3/2016	N
43	Tangi Village Hammond, LA	Quick Blvd. Apartments LP 703.942.6610	Y	61	61	11/30/2014	11/6/2015	N
44	Simpkins School Yarmouth, MA	Simpkins School Residences, LP 978.535.5600	Y	65	58	9/29/2014	5/18/2015	N
45	Ashley House Valdosta, GA	Ashley House Apartments, LP 703.942.6610	Y	61	61	8/1/2014	6/2/2015	N
46	Elm Drive Senior Apartments Baton Rouge, LA	Elm Drive Senior Apartments, LP 703.942.6610	Y	60	60	5/1/2014	11/6/2015	N
47	The Reserve at Sugar Mill St. Marys, GA	Ashton Pines Apartments, LP 703.942.6610	Y	70	70	10/26/2012	10/17/2013	N
48	Griffin Heights Tallahassee, FL	New Griffin Apartments, LP 703.942.6610	Y	100	100	22/23/2012	1/11/2013	N
49	Pine Meadow Gainesville, FL	Pine Meadow Redevelopment, Ltd. 703.942.6610	Y	78	78	12/7/2011	6/14/2013	N
50	Sand Dunes Panama City Beach, FL	Sand Dunes Redevelopment, Ltd. 703.942.6610	Y	104	104	12/7/2011	6/14/2013	N
51	Cypress Place Marrero, LA	1500 Westwood, LP 703.942.6610	Y	132	132	11/7/2011	11/8/2013	N
52	Three Tree Flats Washington, DC	3910 Georgia Avenue Associates, LP 703.942.6610	Y	130	119	2/25/2011	1/24/2012	N
53	Lakeside Columbia, SC	New Lakeside Apartments, LP 703.942.6610	Y	110	109	12/2/2010	2/24/2011	N
54	School Street Residences Athol, MA	School Street Residences, LP 978.535.5600	Y	50	50	12/1/2010	12/30/2011	N
55	Fulton School Weymouth, MA	Fulton School Residences, LP 978.535.5600	Y	63	63	11/2/2009	12/31/2010	N
56	Appian Way North Charleston, SC	8465 Patriot Boulevard, LP 703.942.6610	Y	204	204	6/1/2009	6/12/2009	N

2nd PAGE TOTAL: 3,138 2,957

GRAND TOTAL: 4,768 4,563

LIHTC as % of  
96% Total Unit

# List of LIHTC Developments (Schedule A)



Development Name: Commonwealth Lofts 9  
 Name of Applicant: Commonwealth Lofts 9, LLC

**INSTRUCTIONS:**

- 1. A Schedule A is required for every individual that makes up the GP or Managing Member, except as follows:**
  - For Principals organized as a corporation (public or private), nonprofit organization, or governmental entity, you are only required to list the names of any officers who are directly responsible to the Board of Directors (or equivalent) and any stockholder holding a 25% or more interest in said Principal.
  - For Principals organized as a limited liability company with more than 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.
- 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.
- List only tax credit development experience for the past 15 years.
- Use separate pages as needed, for each principal.

Principal's Name: Stephen P. Wilson Controlling GP (CGP) or 'Named' Managing Member of Proposed property? Y  
 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 Coyle School Residences, LP Taunton, MA	Coyle School Residences 703.942.6610	Y	50	45	TBD	TBD	N
2 Ovata at Reedy Creek, LP Charlotte, NC	Ovata at Reedy Creek, LP 703.942.6610	Y	78	78	TBD	TBD	N
3 500 Northside Station Spartanburg, SC	Partans, LLC 703.942.6610	Y	90	81	7/30/2021	9/1/2022	N
4 Renaissance Place Greenville, SC	Renaissance Place, LP 703.942.6610	Y	57	57	9/15/2021	2/15/2022	N
5 Silver Creek Kensington, MD	Knowles Manor Senior Housing LLC 703.942.6610	Y	94	94	12/28/2021	7/31/2023	N
6 Parkside at Hickory Grove Charlotte, NC	Parkside at Hickory Grove, LP 703.942.6610	Y	80	80	10/1/2021	12/15/2022	N
7 Ovation at Arrowbrook I Herndon, VA	Arrowbrook Apartments I, LLC 703.942.6610	Y	126	126	3/30/2023	1/23/2024	N
8 Ovation at Arrowbrook II Herndon, VA	Arrowbrook Apts II, LLC 703.942.6610	Y	148	148	4/14/2023	TBD	N
9 Oxford School Residences Fairhaven, MA	Oxford School Residences LP 978.535.5600	Y	52	45	6/13/2022	4/3/2023	N
10 One University Family Fairfax, VA	One University Family, LLC 703.942.6610	Y	120	120	TBD	TBD	N
11 One University Senior Fairfax, VA	One University Senior, LLC 703.942.6610	Y	120	120	TBD	TBD	N
12 Parkside at Butler Mauldin, SC	Parkside at Butler, LP 703.942.6610	Y	72	72	2/15/2023	1/4/2024	N
13 Frederick Road Senior Housing Gaithersburg, MD	Frederick Road Senior 4% Owner L 703.942.6610	Y	111	111	12/27/2023	TBD	N
14 South Street Family Frederick, MD	South Street Family, LLC 703.942.6610	Y	56	56	TBD	TBD	N
15 South Street Senior Frederick, MD	South Street Senior, LLC 703.942.6610	Y	96	96	TBD	TBD	N
16 Helena Crocker Residences Westford, MA	Helena Crocker Residences LP 978.535.5600	Y	18	18	11/15/2023	TBD	N
17 Parkside at Main Simpsonville, SC	Parkside at Main, LP 703.942.6610	Y	42	42	2/17/2021	2/24/2021	N
18 Parkside at Hudson Gastonia, NC	Parkside at Hudson, LP 703.942.6610	Y	80	80	11/6/2020	9/15/2021	N
19 Dogwood Trail Albany, GA	Dogwood Trail Apartments, LP 703.942.6610	Y	64	61	12/31/2020	2/25/2022	N
20 Springhill Apartments Madison, FL	Springhill Apartments, LLC 703.942.6610	Y	76	76	12/20/2019	8/19/2022	N

\* 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: 1,630 1,606

LIHTC as % of  
 99% Total Units

Previous Participation Certification continued

	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 (Explain Yes)
21	Parkside at Drayton Spartanburg, SC	Parkside at Drayton, LP 703.942.6610	Y	41	41	4/1/2019	1/27/2020	N
22	Perrytown Apartments Perry, FL	Perrytown Apartments, LLC 703.942.6610	Y	100	100	5/21/2018	12/22/2020	N
23	Momentum at Shady Grove Derwood, MD	Momentum Apartments, LLC 703.942.6610	Y	110	110	10/18/2019	2/9/2021	N
24	Douglass Village Douglasville, GA	Douglass Village Apartments, LP 703.942.6610	Y	88	88	12/20/2018	8/26/2021	N
25	Hand Trading Company Apartments Pelham, GA	Hand TC Restoration, LP 703.942.6610	Y	54	44	12/16/2019	2/2/2021	N
26	The Forge on Broadway Buffalo, NY	SAAKC Buffalo Forge, LLC 978.535.5600	Y	158	141	7/31/2020	1/28/2022	N
27	Castle Creek Aspen, CO	488 Castle Creek, LLC 703.942.6610	Y	24	24	3/20/2018	7/16/2019	N
28	Ashton Cove Kingsland, GA	Kingsland Cove, LP 703.942.6610	Y	72	72	9/27/2018	6/17/2019	N
29	St James Terrace Baltimore, MD	St. James Apartments LP 703.942.6610	Y	151	151	7/20/2018	3/13/2019	N
30	Chelmsford Wood Residences II Chelmsford, MA	Chelmsford Woods Residences II LP 978.535.5600	Y	58	58	7/6/2018	3/19/2019	N
31	Parkside at Bethel Clover, SC	Parkside at Bethel LP 703.942.6610	Y	42	42	5/11/2018	2/25/2019	N
32	Market Station Thomasville, GA	Market Station Apartments, LP 703.942.6610	Y	80	80	3/31/2018	10/3/2018	N
33	Coady School Residences Bourne, MA	Coady School Residences LP 978.535.5600	Y	58	58	8/25/2017	5/8/2018	N
34	Page Woodson Oklahoma City, OK	Page Woodson Development LLC 703.942.6610	Y	128	128	7/14/2017	11/26/2018	N
35	Park Heights Baltimore, MD	New Park Heights LLC 703.942.6610	Y	100	100	6/30/2017	4/17/2018	N
36	Residences at Government Center I Fairfax, VA	Fairfax Corner Partners LLC 703.942.6610	Y	150	15	2/28/2017	9/27/2017	N
37	Residences at Government Center II Fairfax, VA	Fairfax Corner Partners II LLC 703.942.6610	Y	120	120	2/28/2017	10/19/2017	N
38	Southfork Camilla, GA	Southfork Apartments LP 703.942.6610	Y	96	96	8/25/2016	3/14/2017	N
39	Parkside at Boulevard Orangeburg, SC	Parkside at Boulevard LP 703.942.6610	Y	44	44	7/29/2016	1/27/2017	N
40	Cypress Parc New Orleans, LA	FBT Community Development Corp., LLC 703.942.6610	Y	62	62	5/31/2016	3/10/2017	N
41	Chelmsford Woods Residences Chelmsford, MA	Chelmsford Woods Residences, LP 978.535.5300	Y	58	58	2/26/2016	10/5/2016	N
42	Eureka Heights Ashburn, GA	Eureka Heights, LP 703.942.6610	Y	56	56	6/30/2015	3/3/2016	N
43	Tangi Village Hammond, LA	Quick Blvd. Apartments LP 703.942.6610	Y	61	61	11/30/2014	11/6/2015	N
44	Simpkins School Yarmouth, MA	Simpkins School Residences, LP 978.535.5600	Y	65	58	9/29/2014	5/18/2015	N
45	Ashley House Valdosta, GA	Ashley House Apartments, LP 703.942.6610	Y	61	61	8/1/2014	6/2/2015	N
46	Elm Drive Senior Apartments Baton Rouge, LA	Elm Drive Senior Apartments, LP 703.942.6610	Y	60	60	5/1/2014	11/6/2015	N
47	The Reserve at Sugar Mill St. Marys, GA	Ashton Pines Apartments, LP 703.942.6610	Y	70	70	10/26/2012	10/17/2013	N
48	Griffin Heights Tallahassee, FL	New Griffin Apartments, LP 703.942.6610	Y	100	100	22/23/2012	1/11/2013	N
49	Pine Meadow Gainesville, FL	Pine Meadow Redevelopment, Ltd. 703.942.6610	Y	78	78	12/7/2011	6/14/2013	N
50	Sand Dunes Panama City Beach, FL	Sand Dunes Redevelopment, Ltd. 703.942.6610	Y	104	104	12/7/2011	6/14/2013	N
51	Cypress Place Marrero, LA	1500 Westwood, LP 703.942.6610	Y	132	132	11/7/2011	11/8/2013	N
52	Three Tree Flats Washington, DC	3910 Georgia Avenue Associates, LP 703.942.6610	Y	130	119	2/25/2011	1/24/2012	N
53	Lakeside Columbia, SC	New Lakeside Apartments, LP 703.942.6610	Y	110	109	12/2/2010	2/24/2011	N
54	School Street Residences Athol, MA	School Street Residences, LP 978.535.5600	Y	50	50	12/1/2010	12/30/2011	N
55	Fulton School Weymouth, MA	Fulton School Residences, LP 978.535.5600	Y	63	63	11/2/2009	12/31/2010	N
56	Appian Way North Charleston, SC	8465 Patriot Boulevard, LP 703.942.6610	Y	204	204	6/1/2009	6/12/2009	N

2nd PAGE TOTAL: 3,138 2,957

GRAND TOTAL: 4,768 4,563

LIHTC as % of  
96% Total Unit

# List of LIHTC Developments (Schedule A)



Development Name: Commonwealth Lofts 9  
 Name of Applicant: Commonwealth Lofts 9, LLC

**INSTRUCTIONS:**

- 1. A Schedule A is required for every individual that makes up the GP or Managing Member, except as follows:**
  - For Principals organized as a corporation (public or private), nonprofit organization, or governmental entity, you are only required to list the names of any officers who are directly responsible to the Board of Directors (or equivalent) and any stockholder holding a 25% or more interest in said Principal.
  - For Principals organized as a limited liability company with more than 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.
- 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.
- List only tax credit development experience for the past 15 years.
- Use separate pages as needed, for each principal.

Principal's Name: NJ Enterprises, LP Controlling GP (CGP) or 'Named' Managing Member of Proposed property? Y  
 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	Coyle School Residences, LP Taunton, MA	Coyle School Residences 703.942.6610	Y	50	45	TBD	TBD	N
2	Ovata at Reedy Creek, LP Charlotte, NC	Ovata at Reedy Creek, LP 703.942.6610	Y	78	78	TBD	TBD	N
3	500 Northside Station Spartanburg, SC	Partans, LLC 703.942.6610	Y	90	81	7/30/2021	9/1/2022	N
4	Renaissance Place Greenville, SC	Renaissance Place, LP 703.942.6610	Y	57	57	9/15/2021	2/15/2022	N
5	Silver Creek Kensington, MD	Knowles Manor Senior Housing LLC 703.942.6610	Y	94	94	12/28/2021	7/31/2023	N
6	Parkside at Hickory Grove Charlotte, NC	Parkside at Hickory Grove, LP 703.942.6610	Y	80	80	10/1/2021	12/15/2022	N
7	Ovation at Arrowbrook I Herndon, VA	Arrowbrook Apartments I, LLC 703.942.6610	Y	126	126	3/30/2023	1/23/2024	N
8	Ovation at Arrowbrook II Herndon, VA	Arrowbrook Apts II, LLC 703.942.6610	Y	148	148	4/14/2023	TBD	N
9	Oxford School Residences Fairhaven, MA	Oxford School Residences LP 978.535.5600	Y	52	45	6/13/2022	4/3/2023	N
10	One University Family Fairfax, VA	One University Family, LLC 703.942.6610	Y	120	120	TBD	TBD	N
11	One University Senior Fairfax, VA	One University Senior, LLC 703.942.6610	Y	120	120	TBD	TBD	N
12	Parkside at Butler Mauldin, SC	Parkside at Butler, LP 703.942.6610	Y	72	72	2/15/2023	1/4/2024	N
13	Frederick Road Senior Housing Gaithersburg, MD	Frederick Road Senior 4% Owner L 703.942.6610	Y	111	111	12/27/2023	TBD	N
14	South Street Family Frederick, MD	South Street Family, LLC 703.942.6610	Y	56	56	TBD	TBD	N
15	South Street Senior Frederick, MD	South Street Senior, LLC 703.942.6610	Y	96	96	TBD	TBD	N
16	Helena Crocker Residences Westford, MA	Helena Crocker Residences LP 978.535.5600	Y	18	18	11/15/2023	TBD	N
17	Parkside at Main Simpsonville, SC	Parkside at Main, LP 703.942.6610	Y	42	42	2/17/2021	2/24/2021	N
18	Parkside at Hudson Gastonia, NC	Parkside at Hudson, LP 703.942.6610	Y	80	80	11/6/2020	9/15/2021	N
19	Dogwood Trail Albany, GA	Dogwood Trail Apartments, LP 703.942.6610	Y	64	61	12/31/2020	2/25/2022	N
20	Springhill Apartments Madison, FL	Springhill Apartments, LLC 703.942.6610	Y	76	76	12/20/2019	8/19/2022	N

\* 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: 1,630 1,606

LIHTC as % of  
 99% Total Units

Previous Participation Certification continued

	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 (Explain Yes)
21	Parkside at Drayton Spartanburg, SC	Parkside at Drayton, LP 703.942.6610	Y	41	41	4/1/2019	1/27/2020	N
22	Perrytown Apartments Perry, FL	Perrytown Apartments, LLC 703.942.6610	Y	100	100	5/21/2018	12/22/2020	N
23	Momentum at Shady Grove Derwood, MD	Momentum Apartments, LLC 703.942.6610	Y	110	110	10/18/2019	2/9/2021	N
24	Douglass Village Douglasville, GA	Douglass Village Apartments, LP 703.942.6610	Y	88	88	12/20/2018	8/26/2021	N
25	Hand Trading Company Apartments Pelham, GA	Hand TC Restoration, LP 703.942.6610	Y	54	44	12/16/2019	2/2/2021	N
26	The Forge on Broadway Buffalo, NY	SAAKC Buffalo Forge, LLC 978.535.5600	Y	158	141	7/31/2020	1/28/2022	N
27	Castle Creek Aspen, CO	488 Castle Creek, LLC 703.942.6610	Y	24	24	3/20/2018	7/16/2019	N
28	Ashton Cove Kingsland, GA	Kingsland Cove, LP 703.942.6610	Y	72	72	9/27/2018	6/17/2019	N
29	St James Terrace Baltimore, MD	St. James Apartments LP 703.942.6610	Y	151	151	7/20/2018	3/13/2019	N
30	Chelmsford Wood Residences II Chelmsford, MA	Chelmsford Woods Residences II LP 978.535.5600	Y	58	58	7/6/2018	3/19/2019	N
31	Parkside at Bethel Clover, SC	Parkside at Bethel LP 703.942.6610	Y	42	42	5/11/2018	2/25/2019	N
32	Market Station Thomasville, GA	Market Station Apartments, LP 703.942.6610	Y	80	80	3/31/2018	10/3/2018	N
33	Coady School Residences Bourne, MA	Coady School Residences LP 978.535.5600	Y	58	58	8/25/2017	5/8/2018	N
34	Page Woodson Oklahoma City, OK	Page Woodson Development LLC 703.942.6610	Y	128	128	7/14/2017	11/26/2018	N
35	Park Heights Baltimore, MD	New Park Heights LLC 703.942.6610	Y	100	100	6/30/2017	4/17/2018	N
36	Residences at Government Center I Fairfax, VA	Fairfax Corner Partners LLC 703.942.6610	Y	150	15	2/28/2017	9/27/2017	N
37	Residences at Government Center II Fairfax, VA	Fairfax Corner Partners II LLC 703.942.6610	Y	120	120	2/28/2017	10/19/2017	N
38	Southfork Camilla, GA	Southfork Apartments LP 703.942.6610	Y	96	96	8/25/2016	3/14/2017	N
39	Parkside at Boulevard Orangeburg, SC	Parkside at Boulevard LP 703.942.6610	Y	44	44	7/29/2016	1/27/2017	N
40	Cypress Parc New Orleans, LA	FBT Community Development Corp., LLC 703.942.6610	Y	62	62	5/31/2016	3/10/2017	N
41	Chelmsford Woods Residences Chelmsford, MA	Chelmsford Woods Residences, LP 978.535.5300	Y	58	58	2/26/2016	10/5/2016	N
42	Eureka Heights Ashburn GA	Eureka Heights, LP 703.942.6610	Y	56	56	6/30/2015	3/3/2016	N
43	Tangi Village Hammond, LA	Quick Blvd. Apartments LP 703.942.6610	Y	61	61	11/30/2014	11/6/2015	N
44	Simpkins School Yarmouth, MA	Simpkins School Residences, LP 978.535.5600	Y	65	58	9/29/2014	5/18/2015	N
45	Ashley House Valdosta, GA	Ashley House Apartments, LP 703.942.6610	Y	61	61	8/1/2014	6/2/2015	N
46	Elm Drive Senior Apartments Baton Rouge, LA	Elm Drive Senior Apartments, LP 703.942.6610	Y	60	60	5/1/2014	11/6/2015	N
47	The Reserve at Sugar Mill St. Marys, GA	Ashton Pines Apartments, LP 703.942.6610	Y	70	70	10/26/2012	10/17/2013	N
48	Griffin Heights Tallahassee, FL	New Griffin Apartments, LP 703.942.6610	Y	100	100	22/23/2012	1/11/2013	N
49	Pine Meadow Gainesville, FL	Pine Meadow Redevelopment, Ltd. 703.942.6610	Y	78	78	12/7/2011	6/14/2013	N
50	Sand Dunes Panama City Beach, FL	Sand Dunes Redevelopment, Ltd. 703.942.6610	Y	104	104	12/7/2011	6/14/2013	N
51	Cypress Place Marrero, LA	1500 Westwood, LP 703.942.6610	Y	132	132	11/7/2011	11/8/2013	N
52	Three Tree Flats Washington, DC	3910 Georgia Avenue Associates, LP 703.942.6610	Y	130	119	2/25/2011	1/24/2012	N
53	Lakeside Columbia, SC	New Lakeside Apartments, LP 703.942.6610	Y	110	109	12/2/2010	2/24/2011	N
54	School Street Residences Athol, MA	School Street Residences, LP 978.535.5600	Y	50	50	12/1/2010	12/30/2011	N
55	Fulton School Weymouth, MA	Fulton School Residences, LP 978.535.5600	Y	63	63	11/2/2009	12/31/2010	N
56	Appian Way North Charleston, SC	8465 Patriot Boulevard, LP 703.942.6610	Y	204	204	6/1/2009	6/12/2009	N

2nd PAGE TOTAL: 3,138 2,957

GRAND TOTAL: 4,768 4,563

LIHTC as % of  
96% Total Unit

# List of LIHTC Developments (Schedule A)



Development Name: Commonwealth Lofts 9  
 Name of Applicant: Commonwealth Lofts 9, 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: F2018 SCG Platform Holdings, LLC Controlling GP (CGP) or 'Named' Managing Member of Proposed property? N  
 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	*See note on following page						
2							
3							
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\* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

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

This entity represents equity investment funds providing equity capital to the owned firms in this organization chart. The investment funds are comprised of institutional investors such as pensions, insurance companies, endowments and high net worth individuals. Please note these are not operating project entities.

# List of LIHTC Developments (Schedule A)



Development Name: Commonwealth Lofts 9  
 Name of Applicant: Commonwealth Lofts 9, 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.

F2018 Employee Participation Fund, LLC Controlling GP (CGP) or 'Named' Managing Member of Proposed property?\* N  
 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	*See note on following page						
2							
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\* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

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

This entity represents equity investment funds providing equity capital to the owned firms in this organization chart. The investment funds are comprised of institutional investors such as pensions, insurance companies, endowments and high net worth individuals. Please note these are not operating project entities.

# List of LIHTC Developments (Schedule A)



Development Name: Commonwealth Lofts 9  
 Name of Applicant: Commonwealth Lofts 9, 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: F2020 SCG Platform Holdings, LLC Controlling GP (CGP) or 'Named' Managing Member of Proposed property? N  
 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	*See note on following page						
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\* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

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

This entity represents equity investment funds providing equity capital to the owned firms in this organization chart. The investment funds are comprised of institutional investors such as pensions, insurance companies, endowments and high net worth individuals. Please note these are not operating project entities.



This entity represents equity investment funds providing equity capital to the owned firms in this organization chart. The investment funds are comprised of institutional investors such as pensions, insurance companies, endowments and high net worth individuals. Please note these are not operating project entities.

# List of LIHTC Developments (Schedule A)



Development Name: Commonwealth Lofts 9  
 Name of Applicant: Commonwealth Lofts 9, LLC

**INSTRUCTIONS:**

- 1. A Schedule A is required for every individual that makes up the GP or Managing Member, except as follows:**
  - For Principals organized as a corporation (public or private), nonprofit organization, or governmental entity, you are only required to list the names of any officers who are directly responsible to the Board of Directors (or equivalent) and any stockholder holding a 25% or more interest in said Principal.
  - For Principals organized as a limited liability company with more than 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.
- 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.
- List only tax credit development experience for the past 15 years.
- Use separate pages as needed, for each principal.

Principal's Name: 421 Corp. Controlling GP (CGP) or 'Named' Managing Member of Proposed property?\* Y  
 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 Coyle School Residences, LP Taunton, MA	Coyle School Residences 703.942.6610	Y	50	45	TBD	TBD	N
2 Ovata at Reedy Creek, LP Charlotte, NC	Ovata at Reedy Creek, LP 703.942.6610	Y	78	78	TBD	TBD	N
3 500 Northside Station Spartanburg, SC	Partans, LLC 703.942.6610	Y	90	81	7/30/2021	9/1/2022	N
4 Renaissance Place Greenville, SC	Renaissance Place, LP 703.942.6610	Y	57	57	9/15/2021	2/15/2022	N
5 Silver Creek Kensington, MD	Knowles Manor Senior Housing LLC 703.942.6610	Y	94	94	12/28/2021	7/31/2023	N
6 Parkside at Hickory Grove Charlotte, NC	Parkside at Hickory Grove, LP 703.942.6610	Y	80	80	10/1/2021	12/15/2022	N
7 Ovation at Arrowbrook I Herndon, VA	Arrowbrook Apartments I, LLC 703.942.6610	Y	126	126	3/30/2023	1/23/2024	N
8 Ovation at Arrowbrook II Herndon, VA	Arrowbrook Apts II, LLC 703.942.6610	Y	148	148	4/14/2023	TBD	N
9 Oxford School Residences Fairhaven, MA	Oxford School Residences LP 978.535.5600	Y	52	45	6/13/2022	4/3/2023	N
10 One University Family Fairfax, VA	One University Family, LLC 703.942.6610	Y	120	120	TBD	TBD	N
11 One University Senior Fairfax, VA	One University Senior, LLC 703.942.6610	Y	120	120	TBD	TBD	N
12 Parkside at Butler Mauldin, SC	Parkside at Butler, LP 703.942.6610	Y	72	72	2/15/2023	1/4/2024	N
13 Frederick Road Senior Housing Gaithersburg, MD	Frederick Road Senior 4% Owner L 703.942.6610	Y	111	111	12/27/2023	TBD	N
14 South Street Family Frederick, MD	South Street Family, LLC 703.942.6610	Y	56	56	TBD	TBD	N
15 South Street Senior Frederick, MD	South Street Senior, LLC 703.942.6610	Y	96	96	TBD	TBD	N
16 Helena Crocker Residences Westford, MA	Helena Crocker Residences LP 978.535.5600	Y	18	18	11/15/2023	TBD	N
17 Parkside at Main Simpsonville, SC	Parkside at Main, LP 703.942.6610	Y	42	42	2/17/2021	2/24/2021	N
18 Parkside at Hudson Gastonia, NC	Parkside at Hudson, LP 703.942.6610	Y	80	80	11/6/2020	9/15/2021	N
19 Dogwood Trail Albany, GA	Dogwood Trail Apartments, LP 703.942.6610	Y	64	61	12/31/2020	2/25/2022	N
20 Springhill Apartments Madison, FL	Springhill Apartments, LLC 703.942.6610	Y	76	76	12/20/2019	8/19/2022	N

\* 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: 1,630 1,606

LIHTC as % of  
 99% Total Units

Previous Participation Certification continued

	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 (Explain Yes)
21	Parkside at Drayton Spartanburg, SC	Parkside at Drayton, LP 703.942.6610	Y	41	41	4/1/2019	1/27/2020	N
22	Perrytown Apartments Perry, FL	Perrytown Apartments, LLC 703.942.6610	Y	100	100	5/21/2018	12/22/2020	N
23	Momentum at Shady Grove Derwood, MD	Momentum Apartments, LLC 703.942.6610	Y	110	110	10/18/2019	2/9/2021	N
24	Douglass Village Douglasville, GA	Douglass Village Apartments, LP 703.942.6610	Y	88	88	12/20/2018	8/26/2021	N
25	Hand Trading Company Apartments Pelham, GA	Hand TC Restoration, LP 703.942.6610	Y	54	44	12/16/2019	2/2/2021	N
26	The Forge on Broadway Buffalo, NY	SAAKC Buffalo Forge, LLC 978.535.5600	Y	158	141	7/31/2020	1/28/2022	N
27	Castle Creek Aspen, CO	488 Castle Creek, LLC 703.942.6610	Y	24	24	3/20/2018	7/16/2019	N
28	Ashton Cove Kingsland, GA	Kingsland Cove, LP 703.942.6610	Y	72	72	9/27/2018	6/17/2019	N
29	St James Terrace Baltimore, MD	St. James Apartments LP 703.942.6610	Y	151	151	7/20/2018	3/13/2019	N
30	Chelmsford Wood Residences II Chelmsford, MA	Chelmsford Woods Residences II LP 978.535.5600	Y	58	58	7/6/2018	3/19/2019	N
31	Parkside at Bethel Clover, SC	Parkside at Bethel LP 703.942.6610	Y	42	42	5/11/2018	2/25/2019	N
32	Market Station Thomasville, GA	Market Station Apartments, LP 703.942.6610	Y	80	80	3/31/2018	10/3/2018	N
33	Coady School Residences Bourne, MA	Coady School Residences LP 978.535.5600	Y	58	58	8/25/2017	5/8/2018	N
34	Page Woodson Oklahoma City, OK	Page Woodson Development LLC 703.942.6610	Y	128	128	7/14/2017	11/26/2018	N
35	Park Heights Baltimore, MD	New Park Heights LLC 703.942.6610	Y	100	100	6/30/2017	4/17/2018	N
36	Residences at Government Center I Fairfax, VA	Fairfax Corner Partners LLC 703.942.6610	Y	150	15	2/28/2017	9/27/2017	N
37	Residences at Government Center II Fairfax, VA	Fairfax Corner Partners II LLC 703.942.6610	Y	120	120	2/28/2017	10/19/2017	N
38	Southfork Camilla, GA	Southfork Apartments LP 703.942.6610	Y	96	96	8/25/2016	3/14/2017	N
39	Parkside at Boulevard Orangeburg, SC	Parkside at Boulevard LP 703.942.6610	Y	44	44	7/29/2016	1/27/2017	N
40	Cypress Parc New Orleans, LA	FBT Community Development Corp., LLC 703.942.6610	Y	62	62	5/31/2016	3/10/2017	N
41	Chelmsford Woods Residences Chelmsford, MA	Chelmsford Woods Residences, LP 978.535.5300	Y	58	58	2/26/2016	10/5/2016	N
42	Eureka Heights Ashburn, GA	Eureka Heights, LP 703.942.6610	Y	56	56	6/30/2015	3/3/2016	N
43	Tangi Village Hammond, LA	Quick Blvd. Apartments LP 703.942.6610	Y	61	61	11/30/2014	11/6/2015	N
44	Simpkins School Yarmouth, MA	Simpkins School Residences, LP 978.535.5600	Y	65	58	9/29/2014	5/18/2015	N
45	Ashley House Valdosta, GA	Ashley House Apartments, LP 703.942.6610	Y	61	61	8/1/2014	6/2/2015	N
46	Elm Drive Senior Apartments Baton Rouge, LA	Elm Drive Senior Apartments, LP 703.942.6610	Y	60	60	5/1/2014	11/6/2015	N
47	The Reserve at Sugar Mill St. Marys, GA	Ashton Pines Apartments, LP 703.942.6610	Y	70	70	10/26/2012	10/17/2013	N
48	Griffin Heights Tallahassee, FL	New Griffin Apartments, LP 703.942.6610	Y	100	100	22/23/2012	1/11/2013	N
49	Pine Meadow Gainesville, FL	Pine Meadow Redevelopment, Ltd. 703.942.6610	Y	78	78	12/7/2011	6/14/2013	N
50	Sand Dunes Panama City Beach, FL	Sand Dunes Redevelopment, Ltd. 703.942.6610	Y	104	104	12/7/2011	6/14/2013	N
51	Cypress Place Marrero, LA	1500 Westwood, LP 703.942.6610	Y	132	132	11/7/2011	11/8/2013	N
52	Three Tree Flats Washington, DC	3910 Georgia Avenue Associates, LP 703.942.6610	Y	130	119	2/25/2011	1/24/2012	N
53	Lakeside Columbia, SC	New Lakeside Apartments, LP 703.942.6610	Y	110	109	12/2/2010	2/24/2011	N
54	School Street Residences Athol, MA	School Street Residences, LP 978.535.5600	Y	50	50	12/1/2010	12/30/2011	N
55	Fulton School Weymouth, MA	Fulton School Residences, LP 978.535.5600	Y	63	63	11/2/2009	12/31/2010	N
56	Appian Way North Charleston, SC	8465 Patriot Boulevard, LP 703.942.6610	Y	204	204	6/1/2009	6/12/2009	N

2nd PAGE TOTAL: 3,138 2,957

GRAND TOTAL: 4,768 4,563

LIHTC as % of  
96% Total Unit

# List of LIHTC Developments (Schedule A)



Development Name: Commonwealth Lofts 9  
 Name of Applicant: Commonwealth Lofts 9, 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: John M. Nelson, IV Controlling GP (CGP) or 'Named' Managing Member of Proposed property? Y  
 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	Coyle School Residences, LP Taunton, MA	Coyle School Residences 703.942.6610	Y	50	45	TBD	TBD	N
2	Ovata at Reedy Creek, LP Charlotte, NC	Ovata at Reedy Creek, LP 703.942.6610	Y	78	78	TBD	TBD	N
3	500 Northside Station Spartanburg, SC	Partans, LLC 703.942.6610	Y	90	81	7/30/2021	9/1/2022	N
4	Renaissance Place Greenville, SC	Renaissance Place, LP 703.942.6610	Y	57	57	9/15/2021	2/15/2022	N
5	Silver Creek Kensington, MD	Knowles Manor Senior Housing LLC 703.942.6610	Y	94	94	12/28/2021	7/31/2023	N
6	Parkside at Hickory Grove Charlotte, NC	Parkside at Hickory Grove, LP 703.942.6610	Y	80	80	10/1/2021	12/15/2022	N
7	Ovation at Arrowbrook I Herndon, VA	Arrowbrook Apartments I, LLC 703.942.6610	Y	126	126	3/30/2023	1/23/2024	N
8	Ovation at Arrowbrook II Herndon, VA	Arrowbrook Apts II, LLC 703.942.6610	Y	148	148	4/14/2023	TBD	N
9	Oxford School Residences Fairhaven, MA	Oxford School Residences LP 978.535.5600	Y	52	45	6/13/2022	4/3/2023	N
10	One University Family Fairfax, VA	One University Family, LLC 703.942.6610	Y	120	120	TBD	TBD	N
11	One University Senior Fairfax, VA	One University Senior, LLC 703.942.6610	Y	120	120	TBD	TBD	N
12	Parkside at Butler Mauldin, SC	Parkside at Butler, LP 703.942.6610	Y	72	72	2/15/2023	1/4/2024	N
13	Frederick Road Senior Housing Gaithersburg, MD	Frederick Road Senior 4% Owner L 703.942.6610	Y	111	111	12/27/2023	TBD	N
14	South Street Family Frederick, MD	South Street Family, LLC 703.942.6610	Y	56	56	TBD	TBD	N
15	South Street Senior Frederick, MD	South Street Senior, LLC 703.942.6610	Y	96	96	TBD	TBD	N
16	Helena Crocker Residences Westford, MA	Helena Crocker Residences LP 978.535.5600	Y	18	18	11/15/2023	TBD	N
17	Parkside at Main Simpsonville, SC	Parkside at Main, LP 703.942.6610	Y	42	42	2/17/2021	2/24/2021	N
18	Parkside at Hudson Gastonia, NC	Parkside at Hudson, LP 703.942.6610	Y	80	80	11/6/2020	9/15/2021	N
19	Dogwood Trail Albany, GA	Dogwood Trail Apartments, LP 703.942.6610	Y	64	61	12/31/2020	2/25/2022	N
20	Springhill Apartments Madison, FL	Springhill Apartments, LLC 703.942.6610	Y	76	76	12/20/2019	8/19/2022	N

\* 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:** 1,630 1,606

**LIHTC as % of**  
**99% Total Units**

Previous Participation Certification continued

	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 (Explain Yes)
21	Parkside at Drayton Spartanburg, SC	Parkside at Drayton, LP 703.942.6610	Y	41	41	4/1/2019	1/27/2020	N
22	Perrytown Apartments Perry, FL	Perrytown Apartments, LLC 703.942.6610	Y	100	100	5/21/2018	12/22/2020	N
23	Momentum at Shady Grove Derwood, MD	Momentum Apartments, LLC 703.942.6610	Y	110	110	10/18/2019	2/9/2021	N
24	Douglass Village Douglasville, GA	Douglass Village Apartments, LP 703.942.6610	Y	88	88	12/20/2018	8/26/2021	N
25	Hand Trading Company Apartments Pelham, GA	Hand TC Restoration, LP 703.942.6610	Y	54	44	12/16/2019	2/2/2021	N
26	The Forge on Broadway Buffalo, NY	SAAKC Buffalo Forge, LLC 978.535.5600	Y	158	141	7/31/2020	1/28/2022	N
27	Castle Creek Aspen, CO	488 Castle Creek, LLC 703.942.6610	Y	24	24	3/20/2018	7/16/2019	N
28	Ashton Cove Kingsland, GA	Kingsland Cove, LP 703.942.6610	Y	72	72	9/27/2018	6/17/2019	N
29	St James Terrace Baltimore, MD	St. James Apartments LP 703.942.6610	Y	151	151	7/20/2018	3/13/2019	N
30	Chelmsford Wood Residences II Chelmsford, MA	Chelmsford Woods Residences II LP 978.535.5600	Y	58	58	7/6/2018	3/19/2019	N
31	Parkside at Bethel Clover, SC	Parkside at Bethel LP 703.942.6610	Y	42	42	5/11/2018	2/25/2019	N
32	Market Station Thomasville, GA	Market Station Apartments, LP 703.942.6610	Y	80	80	3/31/2018	10/3/2018	N
33	Coady School Residences Bourne, MA	Coady School Residences LP 978.535.5600	Y	58	58	8/25/2017	5/8/2018	N
34	Page Woodson Oklahoma City, OK	Page Woodson Development LLC 703.942.6610	Y	128	128	7/14/2017	11/26/2018	N
35	Park Heights Baltimore, MD	New Park Heights LLC 703.942.6610	Y	100	100	6/30/2017	4/17/2018	N
36	Residences at Government Center I Fairfax, VA	Fairfax Corner Partners LLC 703.942.6610	Y	150	15	2/28/2017	9/27/2017	N
37	Residences at Government Center II Fairfax, VA	Fairfax Corner Partners II LLC 703.942.6610	Y	120	120	2/28/2017	10/19/2017	N
38	Southfork Camilla, GA	Southfork Apartments LP 703.942.6610	Y	96	96	8/25/2016	3/14/2017	N
39	Parkside at Boulevard Orangeburg, SC	Parkside at Boulevard LP 703.942.6610	Y	44	44	7/29/2016	1/27/2017	N
40	Cypress Parc New Orleans, LA	FBT Community Development Corp., LLC 703.942.6610	Y	62	62	5/31/2016	3/10/2017	N
41	Chelmsford Woods Residences Chelmsford, MA	Chelmsford Woods Residences, LP 978.535.5300	Y	58	58	2/26/2016	10/5/2016	N
42	Eureka Heights Ashburn, GA	Eureka Heights, LP 703.942.6610	Y	56	56	6/30/2015	3/3/2016	N
43	Tangi Village Hammond, LA	Quick Blvd. Apartments LP 703.942.6610	Y	61	61	11/30/2014	11/6/2015	N
44	Simpkins School Yarmouth, MA	Simpkins School Residences, LP 978.535.5600	Y	65	58	9/29/2014	5/18/2015	N
45	Ashley House Valdosta, GA	Ashley House Apartments, LP 703.942.6610	Y	61	61	8/1/2014	6/2/2015	N
46	Elm Drive Senior Apartments Baton Rouge, LA	Elm Drive Senior Apartments, LP 703.942.6610	Y	60	60	5/1/2014	11/6/2015	N
47	The Reserve at Sugar Mill St. Marys, GA	Ashton Pines Apartments, LP 703.942.6610	Y	70	70	10/26/2012	10/17/2013	N
48	Griffin Heights Tallahassee, FL	New Griffin Apartments, LP 703.942.6610	Y	100	100	22/23/2012	1/11/2013	N
49	Pine Meadow Gainesville, FL	Pine Meadow Redevelopment, Ltd. 703.942.6610	Y	78	78	12/7/2011	6/14/2013	N
50	Sand Dunes Panama City Beach, FL	Sand Dunes Redevelopment, Ltd. 703.942.6610	Y	104	104	12/7/2011	6/14/2013	N
51	Cypress Place Marrero, LA	1500 Westwood, LP 703.942.6610	Y	132	132	11/7/2011	11/8/2013	N
52	Three Tree Flats Washington, DC	3910 Georgia Avenue Associates, LP 703.942.6610	Y	130	119	2/25/2011	1/24/2012	N
53	Lakeside Columbia, SC	New Lakeside Apartments, LP 703.942.6610	Y	110	109	12/2/2010	2/24/2011	N
54	School Street Residences Athol, MA	School Street Residences, LP 978.535.5600	Y	50	50	12/1/2010	12/30/2011	N
55	Fulton School Weymouth, MA	Fulton School Residences, LP 978.535.5600	Y	63	63	11/2/2009	12/31/2010	N
56	Appian Way North Charleston, SC	8465 Patriot Boulevard, LP 703.942.6610	Y	204	204	6/1/2009	6/12/2009	N

2nd PAGE TOTAL: 3,138 2,957

GRAND TOTAL: 4,768 4,563

LIHTC as % of  
96% Total Unit

# List of LIHTC Developments (Schedule A)



Development Name: Commonwealth Lofts 9  
 Name of Applicant: Commonwealth Lofts 9, 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: Jason B. Duguay Controlling GP (CGP) or 'Named' Managing Member of Proposed property? Y  
 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 Coyle School Residences, LP Taunton, MA	Coyle School Residences 703.942.6610	Y	50	45	TBD	TBD	N
2 Ovata at Reedy Creek, LP Charlotte, NC	Ovata at Reedy Creek, LP 703.942.6610	Y	78	78	TBD	TBD	N
3 500 Northside Station Spartanburg, SC	Partans, LLC 703.942.6610	Y	90	81	7/30/2021	9/1/2022	N
4 Renaissance Place Greenville, SC	Renaissance Place, LP 703.942.6610	Y	57	57	9/15/2021	2/15/2022	N
5 Silver Creek Kensington, MD	Knowles Manor Senior Housing LLC 703.942.6610	Y	94	94	12/28/2021	7/31/2023	N
6 Parkside at Hickory Grove Charlotte, NC	Parkside at Hickory Grove, LP 703.942.6610	Y	80	80	10/1/2021	12/15/2022	N
7 Ovation at Arrowbrook I Herndon, VA	Arrowbrook Apartments I, LLC 703.942.6610	Y	126	126	3/30/2023	1/23/2024	N
8 Ovation at Arrowbrook II Herndon, VA	Arrowbrook Apts II, LLC 703.942.6610	Y	148	148	4/14/2023	TBD	N
9 Oxford School Residences Fairhaven, MA	Oxford School Residences LP 978.535.5600	Y	52	45	6/13/2022	4/3/2023	N
10 One University Family Fairfax, VA	One University Family, LLC 703.942.6610	Y	120	120	TBD	TBD	N
11 One University Senior Fairfax, VA	One University Senior, LLC 703.942.6610	Y	120	120	TBD	TBD	N
12 Parkside at Butler Mauldin, SC	Parkside at Butler, LP 703.942.6610	Y	72	72	2/15/2023	1/4/2024	N
13 Frederick Road Senior Housing Gaithersburg, MD	Frederick Road Senior 4% Owner L 703.942.6610	Y	111	111	12/27/2023	TBD	N
14 South Street Family Frederick, MD	South Street Family, LLC 703.942.6610	Y	56	56	TBD	TBD	N
15 South Street Senior Frederick, MD	South Street Senior, LLC 703.942.6610	Y	96	96	TBD	TBD	N
16 Helena Crocker Residences Westford, MA	Helena Crocker Residences LP 978.535.5600	Y	18	18	11/15/2023	TBD	N
17 Momentum at Shady Grove Derwood, MD	Momentum Apartments, LLC 703.942.6610	Y	110	110	10/18/2019	2/9/2021	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.

ADD ADDITIONAL PROPERTIES USING NEXT TAB

# List of LIHTC Developments (Schedule A)



Development Name: Commonwealth Lofts 9  
 Name of Applicant: Commonwealth Lofts 9, 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.

New Harbor Development II, LLC      **Controlling GP (CGP) or 'Named' Managing Member of Proposed property?\***      N  
 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"
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\* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

**1st PAGE TOTAL:**      0      0      N/A      **LIHTC as % of Total Units**

ADD ADDITIONAL PROPERTIES USING NEXT TAB

# List of LIHTC Developments (Schedule A)



Development Name: Commonwealth Lofts 9  
 Name of Applicant: Commonwealth Lofts 9, 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: Michael Font, Jr. Controlling GP (CGP) or 'Named' Managing Member of Proposed property?\* N  
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) <b>Explain "Y"</b>
1	Homes at Fountain Green / Bel Air, MD	N	72	64	2/23/2021	5/24/2022	N
2	Red Maple Place / Towson, MD	N	56	56	TBD	TBD	N
3	South Street Family / Frederick, MD	N	56	56	TBD - Under Construction	TBD	N
4	South Street Senior / Frederick, MD	N	96	96	TBD - Under Construction	TBD	N
5	Madison on North Market / Frederick, MD	N	60	60	TBD	TBD	N
6	Junction / Frederick, MD	N	179	179	TBD	TBD	N
7	Hillpoint Trace / Suffolk, VA	N	75	75	TBD	TBD	N
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\* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

ADD ADDITIONAL PROPERTIES USING NEXT TAB

# List of LIHTC Developments (Schedule A)



Development Name: Commonwealth Lofts 9  
 Name of Applicant: Commonwealth Lofts 9, 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: Jonathan Font 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"
1	Hillpoint Trace / Suffolk, VA	Hillpoint Trace VA LLC / 216-659-8178	N	75	75	TBD	TBD	N
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\* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

1st PAGE TOTAL: 75 75 LIHTC as % of Total Units 100%

# **Tab E:**

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

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

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

**RECITALS:**

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

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

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

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

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

**AGREEMENT:**

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

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

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

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

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

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

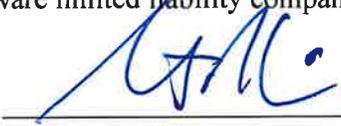
5. **Miscellaneous.** This Assignment shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one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

*[Signature Page Follows]*

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

**ASSIGNOR:**

SCG DEVELOPMENT PARTNERS, LLC,  
a Delaware limited liability company

By:   
Name: Stephen P. Wilson  
Title: President, its Authorized  
Representative

**9% ASSIGNEE:**

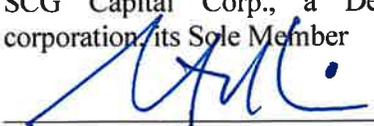
COMMONWEALTH LOFTS 9, LLC,  
a Virginia limited liability company

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

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

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

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

By:   
Stephen P. Wilson,  
President - Virginia Office

*[Signature Page Follows]*

**4% ASSIGNEE:**

COMMONWEALTH LOFTS 4, LLC,  
a Virginia limited liability company

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

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

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

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

By:   
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Stephen P. Wilson,  
President - Virginia Office

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## REAL PROPERTY PURCHASE AND SALE AGREEMENT

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

### RECITALS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. Intentionally Left Blank.

6. Evidence of Title.

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

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

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

A. Closing Date.

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

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

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

C. Closing Procedure.

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

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

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

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

(i) the balance of the Purchase Price payable at Closing, as adjusted for prorations and taxes, in the manner required under Section 8 of this Agreement;

(ii) any other documents reasonably required in connection with the transactions contemplated by this Agreement, or reasonably required by the Title Company.

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

(i) a closing statement summarizing the transaction; and

(ii) any other affidavit, document or instrument required to be delivered by Seller or Purchaser pursuant to the terms of this Agreement.

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

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

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

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

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

9. Purchaser's Inspection Period.

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

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

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

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

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

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

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

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

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

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

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

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

10. Development Requirements.

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

B. *Site Plan.*

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

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

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

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

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

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

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

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

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

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

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

11. Duties and Rights of Title Company.

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

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

12. Default and Notice to Cure.

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

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

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

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

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

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

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

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

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

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

**If to Seller:**

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

With copy to:

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

**If to Purchaser:**

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

With a copy to:

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

**If to Title Company:**

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

15. Covenants: Preclosing Rights and Obligations of Seller.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. Miscellaneous.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

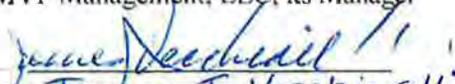
*[Signature Page Follows]*

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

**SELLER:**

**CWC SHOPS LC,**  
a Virginia limited liability company

By: MVP Management, LLC, its Manager

By:   
Name: James J. Vecchiarelli  
Title: Manager

Date: 9/29/2023

**PURCHASER:**

**SCG DEVELOPMENT PARTNERS, LLC,**  
a Delaware limited liability company

By: 

Name: Stephen P. Wilson  
Title: President, it Authorized Representative

Date: 9/29/23

ACKNOWLEDGEMENT BY TITLE COMPANY

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

COMMERCIAL TITLE GROUP

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

## LIST OF EXHIBITS

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

**Exhibit A**

**LEGAL DESCRIPTION**

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

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

Exhibit B

**PROFFER RESPONSIBILITY CHECKLIST**

**Purchaser/Seller Proffer Responsibility Checklist**

Description	Proffer No.	Purchaser	Seller	POA	Comments
Concept Development Plan	I.	x	x		Develop in substantial conformance with CDP.
Development Scope:					
Development Scope	II. A.	x	x		Develop up to 118 multifamily units not to exceed 150,000 s.f.
Development Scenarios	II. B.	x	x		Develop as either Scenario (i) between 80-118 affordable housing units or Scenario (ii) up to 118 multi-family units including market-rate and a minimum of 10% affordable dwelling units.
Active Recreation Space:					
Scenario 1	III. A.	x			Under Scenario (i) provide minimum 7,000 s.f. of active recreation spaces on site.
Scenario 2	III. B.		x		Under Scenario (ii) provide minimum 7,000 s.f. of active recreation spaces on site + market rate active space per the Zoning Ordinance (note this added active space could reduce the building footprint or parking).
Amenities in Active Rec Space	III. C.	x			Furnish and install within the site Active Recreation Spaces Active Recreational Amenities outlined in this Proffer.
Open Space	III. D.	x	x		Provide minimum 102,026 s.f. of open space identified in the CDP.
On Site Sidewalk Connections	III. E.	x			Construct on site sidewalks and crosswalks per the CDP.
Public Access Easement	III. E.		x		Provide public access easement over sidewalks in Proffer III E.
Property Owners Association	IV. A.	x	x		All owners in the CCRS Property shall be members of the CC POA and subject to its covenants, declarations and governing documents.
POA Membership			x		Owner shall submit the POA covenants to the County for review prior to first site plan approval.
			x		Record POA covenants in Land Records prior to approval of first site plan or record plat for CCRS Property.
Maintenance of Shared Trail	IV B.			x	Maintain the 10' wide existing shared use trail along the CCRS Property and adjacent to Loudoun County Parkway.
Design Standards:					
Building Elevations	V. A.	x			Building elevations shall be in substantial conformance with CDP. ZA shall determine compliance of this proffer <b>prior to first site plan approval.</b>
Building Materials	V. B.	x			Facades consist of a minimum 50% brick, stone and/or cultured stone.
Community Space	V. C.	x			Minimum of 750 s.f. of interior building community space.
Lighting	V. D.	x			Exterior lighting shall be cutoff and shielded lighting fixtures.
Universal Design Standards	V. E.	x			Provide 6% of total units as Type A ANSI style units and install required ANSI design features <b>prior to first occupancy permit.</b>
Noise Impact Study:					
	VI. A.		x		Provide a noise impact study based on traffic volumes not less than 10 years after the road corridor's projected completion. Such noise study shall be <b>submitted with the first site plan.</b>
	VI. B.		x		<b>Submit with the site plan</b> professional engineer's certificate stating whether noise attenuation measures are required by the noise impact study.
	VI. C.	x	x		Where noise attenuation measures are required, they shall result in noise levels 2 decibals less than the Noise Abatement Criteria.
	VI. D.	x	x	x	All noise attenuation measures shall be located in the structure or on property owned by the POA and must be shown on the <b>first site plan for the property and constructed prior to issuance of the first C of O for the CCRS Property.</b>
Environmental:					
Low Impact Development	VII. A.	x			Provide a minimum of one low impact development BMP on the CCRS Property to treat stormwater. Owner will include use of porous materials in construction of surface parking spaces per the CDP.
RSCR Management Buffer	VII. B. 1.	x	x		A 50' buffer adjacent to the floodplain within which encroachment shall be permitted as shown on the CDP.

	VII. B. 2.		x		Replace all Mitigation Plantings within the CCRS RSCR Buffer proposed for removal as shown on the CDP. Replacement mitigation plantings shall be installed <b>prior to issuance of first occupancy permit for CCRS Property.</b>
Green Building Standards	VII. C.	x			Buildings must be designed to achieve certification under EarthCraft Multifamily Program or LEED BD+C. Owner must provide evidence from certified professional to the ZA that building is designed to achieve certification.
VA Native Species	VII. D.	x			Use minimum of 80% VA native species for landscaping on the property.
Location of Tree Plantings	VII. E.	x			New trees installed on the CCRS Property shall be planted a minimum of 3 feet away from sidewalks, curbs & other infrastructure.
Supplemental Landscaping	VII. F.	x		x	Supplemental landscaping has been provided on the CCRS Property. Owner commits to maintenance of the proposed landscape buffers.
Enhanced Plantings LCP	VII. F. I.		x		Install supplemental Type 3 plantings along CCRS Property boundary with LCP to include 4 canopy trees and 25 evergreen shrubs per 100 linear feet.
Enhanced Plantings RBP	VII. F. II.		x		Install supplemental Type 3 plantings along CCRS Property boundary with RBP to include 4 canopy trees and 25 evergreen shrubs per 100 linear feet.
Transportation:					
Regional Road Contribution	VIII. A.	x			Owner shall make one-time regional road contribution of \$6,000 per market rate attached multifamily unit constructed on the CCRS Property. The amount is subject to adjustment per Proffer XII. C. and is calculated at time of zoning permit approval. The amount is payable <b>prior to issuance of the occupancy permit for each market rate attached multifamily unit.</b>
Regional Transit Contribution	VIII. B.	x			Owner shall make one-time regional transit contribution of \$1,000 per market rate attached multifamily unit constructed on the CCRS Property. The amount is subject to adjustment per Proffer XII. C. and is calculated at time of zoning permit approval. The amount is payable <b>prior to issuance of the occupancy permit for each market rate attached multifamily unit.</b>
Bicycle Racks	VIII C.	x			Owner shall provide bicycle racks or storage to accommodate a minimum of 20 bicycles on CCRS Property. A minimum of 16 bicycles shall be stored in a secure garage location. A minimum of 4 bicycles in 2 racks shall be located in the vicinity of the primary building entrance. Bike rack location shall be <b>shown on the first site plan and bonded prior to that site plan's approval</b> . The bicycle racks shall be <b>installed prior to issuance of the first occupancy permit for the CCRS Property</b> .
Bus Shelter	VIII. D. 1.		x		Owner shall provide a public access easement to the County to accommodate construction of a bus shelter not less than 16' x 10'. Easement shall be <b>shown on first site plan and recorded among Land Records prior to first occupancy permit on the CCRS Property</b> .
	VIII D. 2. a-c		x		<b>Prior to first occupancy permit on CCRS Property</b> : Owner shall install a concrete pad not less than 14' x 10', an ADA compliant bus stop landing pad at location dictated by Division of Transit and Commuter Services, a continuous asphalt ADA compliant pedestrian access between the concrete pad discussed in Proffer VIII. D. 2. a and RBP bus stop landing pad referenced in Proffer VIII. D. 2.b.
	VIII. D. 2. d.	x			Make one time payment to the County of \$25,000 toward construction of future bus shelter.
	VIII. D. 3.			x	POA shall maintain the easement area until the bus shelter is constructed.

Capital Facilities Contribution	IX.	x		Owner shall make a one-time cash contribution of \$15,664.11 towards capital facilities for each market rate attached multifamily unit developed on the CCRS Property. The amount is subject to adjustment per Proffer XII. C. and is calculated at time of zoning permit approval. The amount is payable to the County <b>prior to issuance of the occupancy permit for each market rate attached multifamily unit.</b>
Fire and Rescue Contribution	X. A.	x		Owner shall make a one-time cash contribution of \$152.64 per attached multifamily unit developed on the CCRS Property towards volunteer fire and rescue companies servicing the CCRS Property. The amount is subject to adjustment per Proffer XII. C. and is calculated at time of zoning permit approval. The amount is payable to the County <b>prior to issuance of the occupancy permit for each attached multifamily unit.</b>
	X. B.	x		If at time of zoning permit application, the primary fire and rescue service does not utilize volunteer staff or equipment, the Owner may elect to make no contribution.
Route 28 Buy-Out Payment	XI.		x	<b>Owner has paid upon approval of rezoning application</b> a contribution of \$11,474 to the County toward estimate of present value of future special improvement taxes payable to the Route 28 Highway Transportation Improvement District related to the CCRS Property.
Miscellaneous:	XII.			
Water and Sewer	XII. A. 1.	x	x	Owner shall submit water and sewer plans to Loudoun County Sanitation Authority for approval <b>prior to final site plan approval for construction of any attached multifamily units</b> . Owner shall construct and install at its cost all water and sewer extensions to the CCRS Property.
Well and Septic Abandonment	XII. A. 2.		x	Owner to abandon existing wells on the CCRS Property <b>prior to approval of first record plat or site plan (There are none).</b>
Annual Adjustment	XII 2. C.	x		Cash contributions in Proffers II. - XII. Shall be adjusted annually in January from the base year 2023 in accordance with changes to (CPI-U) 1982-1984 = 100 DC CSMA.

Exhibit C

**SPECIAL WARRANTY DEED**

PREPARED BY AND AFTER  
RECORDATION RETURN TO:

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

Consideration:           \$ \_\_\_\_\_  
Assessed Value:       \$ \_\_\_\_\_  
**Tax Map No.**           \_\_\_\_\_

**SPECIAL WARRANTY DEED**

This **SPECIAL WARRANTY DEED** is made as of the \_\_\_\_\_ day of \_\_\_\_\_ 202\_ by and between **CWC SHOPS LC**, a Virginia limited liability company (“**Grantor**”), whose address is 12500 Fair Lakes Circle, Suite 400, Fairfax, Virginia 22033 and \_\_\_\_\_ **c/o SCG DEVELOPMENT PARTNERS, LLC** a Delaware limited liability company (“**Grantee**”), whose address is 8245 Boone Blvd, Suite 640, Tysons Corner, Virginia 22182.

WITNESSETH:

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

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

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

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

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

*[Signatures to follow on next page.]*

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

GRANTOR:

**CWC SHOPS LC**, a Virginia limited liability company

By: MVP Management, LLC, its Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

County of Fairfax

ss:

Commonwealth of Virginia

On this \_\_\_\_\_ day of \_\_\_\_\_, 202\_, before me the undersigned officer, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of MVP Management, LLC, a Virginia limited liability company, which is the Manager of CWC Shops LC, a Virginia limited liability company, personally known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he has executed the same for the purpose therein contained. In witness whereof, I have hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**Exhibit D**

**DEVELOPMENT MILESTONES**

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

**Exhibit E**

**Responsibility Checklist**

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

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

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

**Exhibit F**  
**Restrictive Covenant**  
**[To be attached]**

## RESTRICTIVE COVENANT

This restrictive covenant (the "Agreement") made and entered into effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Effective Date") by **CWC SHOPS LC**, a Virginia limited liability company ("Declarant"), is imposed on the property described herein, with respect to the following:

### Recitals

WHEREAS, the Declarant owns fee simple interest in the land described on Exhibit A attached hereto and incorporated herein by this reference (the interest in such portions collectively referred to as the "Property");

WHEREAS, it is contemplated that the Property will be sold to a user that will construct and conduct thereon a use which is limited to so-called "work force" and/or other affordable and/or below-market rate rental residential housing consisting of between eighty (80) and one hundred eighteen (118) units, no less and no more, with "affordable" being defined as a housing community commonly referred to as an "Affordable Housing Community" financed by federal or state tax credits or bond financing and whose dwelling units are to be leased at below market rent rates or subject to other rent control (collectively, the "Affordable Use") in accordance with and for no other use;

WHEREAS, affiliates of Declarant own other parcels in the project commonly referred to as Commonwealth Center (the "Project"), consisting of various parcels of land and improvements adjacent to and/or in the vicinity of the Property, and which Project is subject to that certain Declaration of Covenants, Conditions and Restrictions for Commonwealth Center dated August 15, 2007, and recorded in the land records of Loudoun County, Virginia, on August 17, 2007, as Instrument Number 20070817-0061037 (the "Declaration");

WHEREAS, the owners of parcels other than the Property subject to the Declaration are beneficiaries of this Agreement and are referred to herein as "Other Owners";

WHEREAS, the persons or entities holding title to the Property from time to time is described herein as the "Restricted Owner";

WHEREAS, the Declarant desires to impose on the Property certain covenants and restrictions hereinafter as set forth below.

NOW, THEREFORE, the Declarant imposes on the Property certain covenants and restrictions hereinafter set forth:

1. From and after the Effective Date, the Property may only be used for the construction and operation of the Affordable Use, and for no other use. Any amendment or termination of the requirements governing the Affordable Use must be approved by Declarant (or its successors or assigns) prior to such amendment(s) or termination being effective. The foregoing restrictions are referred to herein as the "Restrictions."

2. If any of the Restrictions set forth herein are violated or breached, then, in addition to all other rights and remedies available at law or in equity, and not in limitation, substitution or diminution thereof, the Declarant or any Other Owner benefitted by the applicable Restrictions being violated shall have the right to enjoin the violation or breach of such Restrictions and/or to enforce this Agreement by action for specific performance or otherwise against the Restricted Owner committing such violation, its successors or assigns, or any other person, party or entity holding title to or succeeding to any interest in or title to the Property or any tenant or other occupant of the Property violating or breaching the Restrictions; the Declarant and Restricted Owner hereby authorizing and consenting to such injunctive or other equitable relief and recognizing that such relief is appropriate under the circumstances and that monetary damages or other remedies at law may not be appropriate, sufficient or adequate. All rights and remedies of each Declarant and the Other Owners under this Agreement shall be cumulative.

3. Notwithstanding the foregoing, to the extent that a court of competent jurisdiction finds that this Agreement may not be enforced, then neither the Declarant nor the applicable Other Owner shall have any liability with respect to such unenforceable Restrictions or the part thereof deemed unenforceable.

4. Declarant reserves to itself the right to retain or to terminate the benefits of this Agreement as to the Property by recording an amendment hereto in the Land Records, without the consent of the Restricted Owner or any Other Owner, in the event the Property is not sold or otherwise conveyed to Restricted Owner as contemplated in the Recitals hereof, or if Declarant or any of its affiliates repurchase the Property, or if any action in accordance with the terms of the Declaration is implemented to remove the Restrictions.

5. This Agreement may be executed in multiple counterparts, which when taken together, shall constitute a single instrument.

6. Notwithstanding anything to the contrary in this Agreement, at such time as any rent and/or income restrictions governing the Affordable Use in any Extended Use Regulatory Agreement and Declaration of Restrictive Covenants (“VHDA Restrictions”) in favor of Virginia Housing Development Authority (also known as Virginia Housing) (“VHDA”) or Declaration of Restrictive Covenants (“County Restrictions”) in favor of the County are recorded against the Property (the “Superior Restriction Period”), this Agreement shall be automatically subordinated to the requirements and provisions of the VHDA Restrictions and/or County Restrictions, as applicable, without the need for further documentation, the terms and conditions of the VHDA Restrictions or County Restrictions, as applicable, shall rule the use and operation of the Property, and Declarant will not take any action to enforce this Agreement in contravention of the VHDA Restrictions and/or County Restrictions, as applicable, during the Superior Restriction Period. The Declarant agrees to enter into and execute any reasonable acknowledgement or other documentation of its agreements and obligations set forth in this Section 6 as may be reasonably required by the VHDA, County, or the Restricted Owners. AT such time as the Superior Restriction Period ends, the provisions, obligations and restrictions of this Agreement shall again control the Property and the Restricted Use as set forth herein shall govern, without the need for further documentation thereof.

7. This Agreement shall run with the land and the ownership, from time to time, of all or any portion of the Property, and shall be binding upon, and enforceable against, all subsequent Restricted Owners, tenants and other occupants of all or any portion of the Property. Declarant may assign this Agreement to any other entity that is an affiliate that controls, is controlled by, or is under common control with Declarant. The Restrictions set forth herein may be enforced by Declarant and any Other Owner who is benefitted by the Restrictions, their respective heirs, legal representatives, successors and assigns, against any person or entity violating same, by a proceeding at law or in equity. This Agreement may not be amended or terminated (except as set forth herein) except by an amendment signed by the Declarant or its successors or assigns. All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Declaration.

[SIGNATURE AND NOTARY PAGES FOLLOW]

In Witness Whereof, the Declarant hereby executes this Agreement as of the date first hereinabove set forth.

**WITNESS:**

**DECLARANT:**

**CWC SHOPS LC**, a Virginia limited liability company

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

\_\_\_\_\_

By: \_\_\_\_\_

Name:

Title:

**ACKNOWLEDGMENT**

Commonwealth of Virginia §  
City/County of Fairfax §

I, the undersigned, a notary public in and for the jurisdiction aforesaid, do hereby certify that the foregoing instrument was acknowledged before me by \_\_\_\_\_, the \_\_\_\_\_ of MVP Management, LLC, a Virginia limited liability company, the Manager of CWC SHOPS LC, a Virginia limited liability company, on behalf of said limited liability company, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_ SEAL:

Notary ID #: \_\_\_\_\_

**EXHIBIT "A"**

**DESCRIPTION OF THE PROPERTY**

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

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

Property Search ▾

Loudoun.gov

## Profile

[Values](#)[Sales / Transfers](#)[Land](#)[Land Use Status](#)[Residential](#)[Detached Structures](#)[Commercial](#)[Map](#)[WebLogis](#)[Aerial Photos](#)[Tax History / Payment](#)[Parcel Tracking](#)PARID: 040353062000  
CWC SHOPS LC

20550 HERON OVERLOOK PLZ

## 2024 Values

Fair Market Land	\$4,130,000
Fair Market Building	\$0
Prorated Bldg	\$0
Effective Date	
Fair Market Total	\$4,130,000
Land Use Value	\$0
Total Taxable Value	\$4,130,000
*Deferred Land Use Value	\$0

Tax Exempt Code	TAXABLE
Tax Exempt Land	\$0
Tax Exempt Building	\$0
Tax Exempt Total	\$0
Revitalized Real Estate	
Solar Exemption	

## 2023 Values

Process Type	FM Land	FM Building	Effective Date	Supp/(Exon)	FM Total	LU Deferred	Taxable Value
Notice	\$4,130,000				\$4,130,000		\$4,130,000
Landbook	\$4,130,000				\$4,130,000		\$4,130,000
Supp/(Exon)			01/01/2023	-\$2,004,000			\$2,126,000

## 2022 Values

Process Type	FM Land	FM Building	Effective Date	Supp/(Exon)	FM Total	LU Deferred	Taxable Value
Notice	\$2,126,000				\$2,126,000		\$2,126,000
Landbook	\$2,126,000				\$2,126,000		\$2,126,000

## Note

FM (Fair Market) = All land/buildings if 100% complete as of January 1.  
 Prorated value = The building value added as of the effective date for any new construction.  
 Taxable value = For details select Tax History / Payment.

1 of 1

[Return to Search Results](#)

## Actions

[Neighborhood Sales](#)[Printable Summary](#)[Printable Version](#)

## Links

[Glossary](#)Location [Google Map](#)

1 Harrison St, S.E., 5th Floor,  
 Mailstop #32B  
 Leesburg, VA 20175

## Contact Us

[Phone: \(703\) 777-0260](#)  
[Fax: \(703\) 771-5234](#)  
[Email: realestate@loudoun.gov](mailto:realestate@loudoun.gov)

## Site Links

[Loudoun.gov](#)

# **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

**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.

**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.

**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.

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

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

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

**Enterprise Green Communities** - The 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**

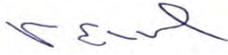
Signed: 

Date: 3/12/24

Printed Name: Stacey Smith

RESNET Rater

Resnet Provider Agency  
Viridiant

Signature 

Provider Contact and Phone/Email Sean Evensen-Shanley (804)212-1934 /sean.shanley@viridiant.org

**2024 Pre-Review Comments**  
Commonwealth Lofts 9



**Project Address**

20550 Heron Overlook Plaza  
Ashburn, VA 20147

**Project Summary**

Commonwealth Lofts 9 is a 5 story, new construction multifamily development, comprised of 94 units and located in Ashburn, VA. SCG Development Partners, LLC plans to construct the project using 9% LIHTC funding. As part of their funding application the project is seeking the following certification(s): ENERGY STAR Multifamily New Construction v1.1, EarthCraft v7 Gold. Doug Carter of Davis, Carter, Scott LTD is the primary architect contact for the project.

**Unit Level Summary**

Unit-level models were generated using Ekotrope v4.2.1 based on the proposed scope and plans provided by the project team dated: **Progress Set 3/7/24**

**Modeling Summary**

**Enclosure:**

- R-10 slab edge insulation, 2' depth
- R-19 Grade I cavity insulation and R-3.8 continuous vinyl in exterior above
- R-13 Grade II in party walls and stairwalls
- R-19 Grade II cavity insulation in adiabatic ceilings/floors
- R-30 Continuous Roof Deck
- ≤ 0.27 U-Value Door with ≤ 50% glass (Assumed .27 SHGC)
- 0.25 U-Value/0.27 SHGC windows

**Program Notes/Assumptions:**

- Energy Star/Earthcraft
- Energy Star/Earthcraft
- Energy Star/Earthcraft
- Assumption
- Energy Star/Earthcraft
- Earthcraft Points BE 4.4.2
- Assumption - necessary for EC Points B

**Mechanicals:**

- SEER2 14.3, HSPF2 7.5, 17.2k air source heat pump, programmable
- .95EF 50 gallon water heater
- 5 ACH50 for infiltration threshold/blower door test
- 4% duct leakage to the outside, 6% total duct leakage
- Ducts within conditioned space and insulated to R-6
- Fan powered air cyclers for ventilation, 45 and 60 cfm, 72 watts, operational

- EC Points ES 1.15 & 1.16
- ECPoints ES 5.5 (≥ .90 EF or ≥ .87 UEF)
- Earthcraft BE 2.0
- Energy Star/Earthcraft ES 3.0
- Energy Star/Earthcraft ES 2.3
- Energy Star

**Lights, Appliances, and Plumbing:**

- ENERGY STAR certified appliances
  - 691 kWh/yr refrigerator
  - 270 kWh/yr dishwasher
  - Energy Star Washer
- Advanced lighting 100% CFL or LED
- ENERGY STAR certified bathroom exhaust fans
- No Ceiling Fans Included, but if added must be Energy Star Certified
- Hot water pipes insulated ≥ R-4
- Low Flow Plumbing Fixtures

- EnergyStar and EarthCraft
- 
- 
- 
- EC Points ES 6.5
- EC Points ES 4.9
- EC Points ES 4.8
- Earthcraft Points ES 5.7
- Earthcraft Requirement WE 1.2

**Ekotrope Models HERS Scores:**

Unit Type	Quantity	HERS	EnergyStar Target	Buffer
One bedroom	27	54	63	-9
One bedroom top floor	9	56	63	-7
Three bedroom	8	53	63	-10
Three bedroom top floor	3	55	63	-8
Two bedroom	35	54	63	-9
Two bedroom top floor	12	56	63	-7
<b>Projected Project HERS - Weighted Average</b>		<b>55</b>		

ENERGY STAR Multifamily New Construction v1.1 requires the project to have a maximum HERS index in compliance with the ENERGY STAR floating target HERS index and completion of all required ENERGY STAR checklists. EarthCraft v7 Gold requires the project to have a maximum HERS index of Energy Star.

If any information used to generate the energy models does not accurately reflect the project scope, please reach out to me

Sincerely,

Tiyahna Grammer  
Project Manager, Viridian

# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date: 2024-03-08

Registry ID:

Ekotrope ID: dxm7QVzv

## HERS® Index Score:

# 54

Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit [www.hersindex.com](http://www.hersindex.com)

## Annual Savings

# \$825

\*Relative to an average U.S. home

## Home:

20550 Heron Overlook Plaza  
Ashburn, VA 20147

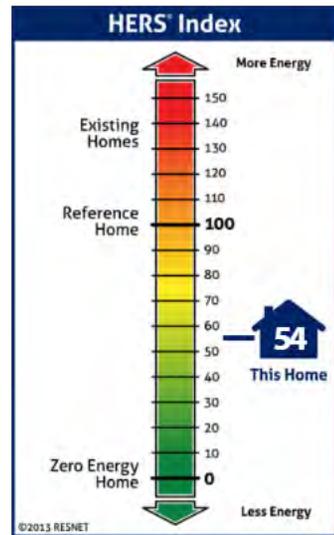
## Builder:

## Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	5.9	\$205
Cooling	1.2	\$43
Hot Water	4.4	\$155
Lights/Appliances	10.7	\$375
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>22.2</b>	<b>\$868</b>

## This home meets or exceeds the criteria of the following:

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



## Home Feature Summary:

Home Type:	Apartment, end unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	816 ft <sup>2</sup>
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 8.8 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 14.3 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.95 Energy Factor
House Tightness:	5 ACH50 (Adjusted Infiltration: 0.73 ACH50)
Ventilation:	30 CFM • 30 Watts • Air Cyclor w/ Supp. Fan
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-23
Ceiling:	Adiabatic, R-20
Window Type:	U-Value: 0.25, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	R-19

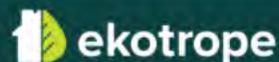
## Rating Completed by:

**Energy Rater:** Stacey Smith  
RESNET ID: 2279319

**Rating Company:** Viridiant  
1431 W. Main Street, Richmond, VA 23220

**Rating Provider:** Viridiant  
1431 W. Main Street, Richmond, VA 23220

  
Stacey Smith, Certified Energy Rater  
Digitally signed: 3/13/24 at 11:42 AM



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

Ekotrope RATER - Version:4.1.2.3356  
The Energy Rating Disclosure for this home is available from the Approved Rating Provider.  
This report does not constitute any warranty or guarantee.

# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date: 2024-03-08

Registry ID:

Ekotrope ID: 2lm960JL

## HERS® Index Score:

# 56

Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit [www.hersindex.com](http://www.hersindex.com)

## Annual Savings

# \$793

\*Relative to an average U.S. home

## Home:

20550 Heron Overlook Plaza  
Ashburn, VA 20147

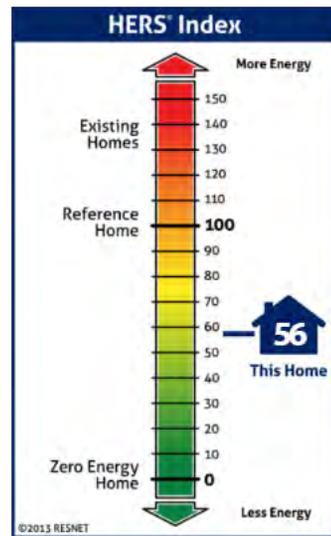
## Builder:

## Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	5.0	\$176
Cooling	1.6	\$56
Hot Water	4.4	\$155
Lights/Appliances	10.7	\$375
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>21.8</b>	<b>\$853</b>

## This home meets or exceeds the criteria of the following:

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



## Home Feature Summary:

Home Type:	Apartment, end unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	816 ft <sup>2</sup>
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 8.8 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 14.3 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.95 Energy Factor
House Tightness:	5 ACH50 (Adjusted Infiltration: 2.08 ACH50)
Ventilation:	30 CFM • 30 Watts • Air Cyclor w/ Supp. Fan
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-23
Ceiling:	Vaulted Roof, R-30
Window Type:	U-Value: 0.25, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	R-19

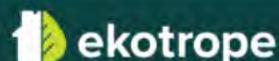
## Rating Completed by:

**Energy Rater:** Stacey Smith  
RESNET ID: 2279319

**Rating Company:** Viridiant  
1431 W. Main Street, Richmond, VA 23220

**Rating Provider:** Viridiant  
1431 W. Main Street, Richmond, VA 23220

  
Stacey Smith, Certified Energy Rater  
Digitally signed: 3/13/24 at 11:58 AM



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

Ekotrope RATER - Version:4.1.2.3356  
The Energy Rating Disclosure for this home is available from the Approved Rating Provider.  
This report does not constitute any warranty or guarantee.

# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date: 2024-03-08

Registry ID:

Ekotrope ID: L7a6ZKkv

## HERS® Index Score:

# 54

Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit [www.hersindex.com](http://www.hersindex.com)

## Annual Savings

# \$1,093

\*Relative to an average U.S. home

## Home:

20550 Heron Overlook Plaza  
Ashburn, VA 20147

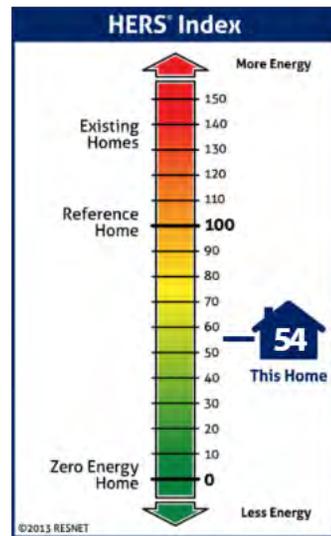
## Builder:

## Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	8.0	\$274
Cooling	2.2	\$77
Hot Water	5.9	\$206
Lights/Appliances	11.9	\$414
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>28.0</b>	<b>\$1,063</b>

## This home meets or exceeds the criteria of the following:

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



## Home Feature Summary:

Home Type:	Apartment, end unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	950 ft <sup>2</sup>
Number of Bedrooms:	2
Primary Heating System:	Air Source Heat Pump • Electric • 8.8 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 14.3 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.95 Energy Factor
House Tightness:	5 ACH50 (Adjusted Infiltration: 1.55 ACH50)
Ventilation:	30 CFM • 30 Watts • Air Cyclor w/ Supp. Fan
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-23
Ceiling:	Adiabatic, R-20
Window Type:	U-Value: 0.25, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	R-19

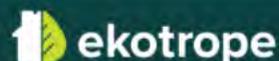
## Rating Completed by:

**Energy Rater:** Stacey Smith  
RESNET ID: 2279319

**Rating Company:** Viridiant  
1431 W. Main Street, Richmond, VA 23220

**Rating Provider:** Viridiant  
1431 W. Main Street, Richmond, VA 23220

  
Stacey Smith, Certified Energy Rater  
Digitally signed: 3/13/24 at 11:42 AM



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

Ekotrope RATER - Version:4.1.2.3356  
The Energy Rating Disclosure for this home is available from the Approved Rating Provider.  
This report does not constitute any warranty or guarantee.

# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date: 2024-03-08

Registry ID:

Ekotrope ID: 26r67mV2

## HERS® Index Score:

# 56

Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit [www.hersindex.com](http://www.hersindex.com)

## Annual Savings

# \$1,054

\*Relative to an average U.S. home

## Home:

20550 Heron Overlook Plaza  
Ashburn, VA 20147

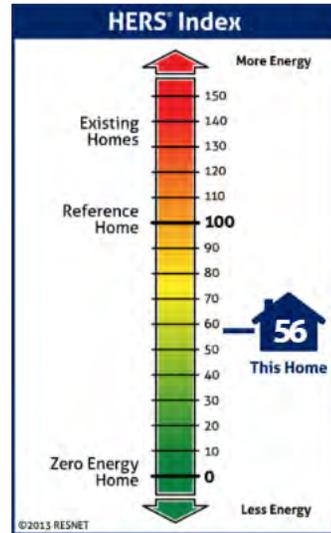
## Builder:

## Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	7.1	\$244
Cooling	2.6	\$91
Hot Water	5.9	\$206
Lights/Appliances	11.9	\$415
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>27.5</b>	<b>\$1,047</b>

## This home meets or exceeds the criteria of the following:

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



## Home Feature Summary:

Home Type:	Apartment, end unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	950 ft <sup>2</sup>
Number of Bedrooms:	2
Primary Heating System:	Air Source Heat Pump • Electric • 8.8 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 14.3 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.95 Energy Factor
House Tightness:	5 ACH50 (Adjusted Infiltration: 2.96 ACH50)
Ventilation:	30 CFM • 30 Watts • Air Cyclor w/ Supp. Fan
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-23
Ceiling:	Vaulted Roof, R-30
Window Type:	U-Value: 0.25, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	R-19

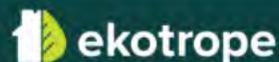
## Rating Completed by:

**Energy Rater:** Stacey Smith  
RESNET ID: 2279319

**Rating Company:** Viridiant  
1431 W. Main Street, Richmond, VA 23220

**Rating Provider:** Viridiant  
1431 W. Main Street, Richmond, VA 23220

  
Stacey Smith, Certified Energy Rater  
Digitally signed: 3/13/24 at 11:56 AM



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

Ekotrope RATER - Version:4.1.2.3356  
The Energy Rating Disclosure for this home is available from the Approved Rating Provider.  
This report does not constitute any warranty or guarantee.

# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date: 2024-03-08

Registry ID:

Ekotrope ID: vjj9l66v

## HERS® Index Score:

# 53

Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit [www.hersindex.com](http://www.hersindex.com)

## Annual Savings

# \$1,263

\*Relative to an average U.S. home

## Home:

20550 Heron Overlook Plaza  
Ashburn, VA 20147

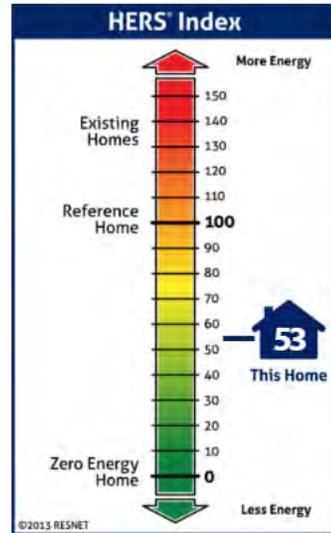
## Builder:

## Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	7.9	\$270
Cooling	2.2	\$78
Hot Water	7.2	\$249
Lights/Appliances	13.5	\$469
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>30.8</b>	<b>\$1,157</b>

## This home meets or exceeds the criteria of the following:

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



## Home Feature Summary:

Home Type:	Apartment, end unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	1,195 ft <sup>2</sup>
Number of Bedrooms:	3
Primary Heating System:	Air Source Heat Pump • Electric • 8.8 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 14.3 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.95 Energy Factor
House Tightness:	5 ACH50 (Adjusted Infiltration: 1.02 ACH50)
Ventilation:	30 CFM • 30 Watts • Air Cyclor w/ Supp. Fan
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-23
Ceiling:	Adiabatic, R-20
Window Type:	U-Value: 0.25, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	R-19

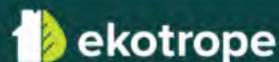
## Rating Completed by:

**Energy Rater:** Stacey Smith  
RESNET ID: 2279319

**Rating Company:** Viridiant  
1431 W. Main Street, Richmond, VA 23220

**Rating Provider:** Viridiant  
1431 W. Main Street, Richmond, VA 23220

  
Stacey Smith, Certified Energy Rater  
Digitally signed: 3/13/24 at 11:52 AM



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

Ekotrope RATER - Version:4.1.2.3356  
The Energy Rating Disclosure for this home is available from the Approved Rating Provider.  
This report does not constitute any warranty or guarantee.

# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date: 2024-03-08

Registry ID:

Ekotrope ID: 25YBqll2

## HERS® Index Score:

# 55

Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit [www.hersindex.com](http://www.hersindex.com)

## Annual Savings

# \$1,216

\*Relative to an average U.S. home

## Home:

20550 Heron Overlook Plaza  
Ashburn, VA 20147

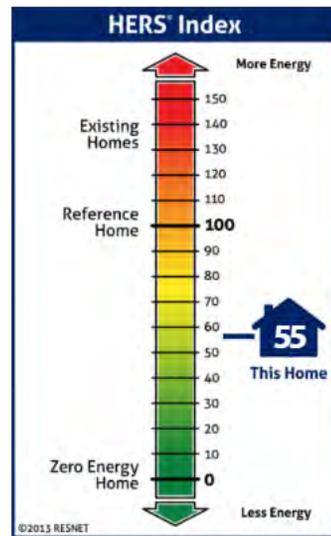
## Builder:

## Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	6.7	\$231
Cooling	2.7	\$94
Hot Water	7.2	\$250
Lights/Appliances	13.5	\$470
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>30.1</b>	<b>\$1,136</b>

## This home meets or exceeds the criteria of the following:

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



## Home Feature Summary:

Home Type:	Apartment, end unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	1,195 ft <sup>2</sup>
Number of Bedrooms:	3
Primary Heating System:	Air Source Heat Pump • Electric • 8.8 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 14.3 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.95 Energy Factor
House Tightness:	5 ACH50 (Adjusted Infiltration: 2.47 ACH50)
Ventilation:	30 CFM • 30 Watts • Air Cyclor w/ Supp. Fan
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-23
Ceiling:	Vaulted Roof, R-30
Window Type:	U-Value: 0.25, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	R-19

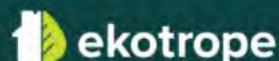
## Rating Completed by:

**Energy Rater:** Stacey Smith  
RESNET ID: 2279319

**Rating Company:** Viridiant  
1431 W. Main Street, Richmond, VA 23220

**Rating Provider:** Viridiant  
1431 W. Main Street, Richmond, VA 23220

Stacey Smith, Certified Energy Rater  
Digitally signed: 3/13/24 at 11:57 AM



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

Ekotrope RATER - Version:4.1.2.3356

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

This report does not constitute any warranty or guarantee.

# Tab G:

## Zoning Certification Letter (MANDATORY)

# Zoning Certification

**DATE:**

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

**RE:** ZONING CERTIFICATION

Name of Development: Commonwealth Lofts 9

Name of Owner/Applicant: Commonwealth Lofts 9, LLC

Name of Seller/Current Owner: CWC Shops LC

The above-referenced Owner/Applicant has asked this office to complete this form letter regarding the zoning of the proposed Development (more fully described below). This certification is rendered solely 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:

20550 Heron Overlook Plz  
Ashburn, VA 20147

Legal Description:

See attached

Proposed Improvements:

<input checked="" type="checkbox"/> New Construction:	<u>47</u>	# Units	<u>1</u>	# Buildings	<u>74,028.45</u>	Total Floor Area Sq. Ft.
<input type="checkbox"/> Adaptive Reuse:	<u>          </u>	# Units	<u>          </u>	# Buildings	<u>          </u>	Total Floor Area Sq. Ft.
<input type="checkbox"/> Rehabilitation:	<u>          </u>	# Units	<u>          </u>	# Buildings	<u>          </u>	Total Floor Area Sq. Ft.

## Zoning Certification, cont'd

Current Zoning: R-24 allowing a density of 24 units per acre, and the following other applicable conditions: See below

---

### Other Descriptive Information:

This project is subject to Loudoun County zoning applications ZMAP-2022-0016, ZMOD-2022-0061, ZMOD-2022-0062 and the associated development proffers.

---

---

### LOCAL CERTIFICATION:

Check one of the following 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.



Signature

Curtis Mason

Printed Name

Curtis Mason, PE

Title of Local Official or Civil Engineer

703-263-1900

Phone:

02/13/2024

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](mailto:taxcreditapps@virginiahousing.com).



DESCRIPTION OF  
LAND BAY B, LOT 1A  
DULLES OVERLOOK  
BROAD RUN ELECTION DISTRICT  
LOUDOUN COUNTY, VIRGINIA

Beginning at the intersection of the easterly right-of-way line of Loudoun County Parkway (Route 607) and the southerly right-of-way line of Russell Branch Parkway (Route 1061), thence departing said easterly right-of-way line of Loudoun County Parkway (Route 607) and with said southerly right-of-way line of Russell Branch Parkway (Route 1061), the following eight (8) courses;

N 36° 49' 34" E, 44.82 feet to a point;  
N 85° 42' 02" E, 109.91 feet to a point;

with a curve to the left whose radius is 696.00 feet, a distance of 297.82 feet and a chord bearing and chord of N 62° 54' 40" E, 295.55 feet, respectively, to a point;

S 84° 59' 46" E, 51.73 feet to a point;  
N 49° 21' 17" E, 56.00 feet to a point;  
N 40° 38' 43" W, 11.81 feet to a point;  
N 04° 21' 17" E, 52.06 feet to a point;  
N 47° 23' 59" E, 55.09 feet,

to a point being a northerlwesterly corner of Parcel A2, Dulles Overlook, thence departing said southerly right-of-way line of Russell Branch Parkway (Route 1061) and with the westerly lines of said Parcel A2, Dulles Overlook, the following seventy (8) courses;

S 51° 10' 49" E, 10.69 feet to a point;  
S 49° 30' 17" W, 35.94 feet to a point;  
S 03° 48' 45" W, 15.23 feet to a point;  
S 64° 26' 26" W, 12.92 feet to a point;  
S 19° 59' 00" W, 5.93 feet to a point;  
S 16° 41' 59" E, 10.58 feet to a point;  
S 34° 30' 25" E, 19.67 feet to a point;  
S 04° 05' 29" E, 18.93 feet,

to a point, marking the northwesterly corner of Parcel D, Dulles Overlook, thence departing said Parcel A2, Dulles Overlook, and with the westerly lines of said Parcel D, Dulles Overlook the following four (4) courses;

S 14° 21' 11" E, 30.34 feet to a point;  
S 19° 37' 01" E, 15.72 feet to a point;  
S 10° 09' 49" W, 27.53 feet to a point;

S 11° 47' 47" W, 19.52 feet,

to a point, marking the northeasterly corner of Land Bay B, Lot 3A1, Dulles Overlook, thence departing said Parcel D, Dulles Overlook, and with the northerly, westerly, and southerly lines of said Land Bay B, Lot 3A1, Dulles Overlook the following thirteen (13) courses;

S 82° 10' 09" W, 59.89 feet to a point;

S 59° 56' 50" W, 12.27 feet to a point;

with a curve to the left whose radius is 50.00 feet, a distance of 29.09 feet and a chord bearing and chord of S 43° 16' 47" W, 28.68 feet, respectively, to a point;

with a curve to the right whose radius is 50.00 feet, a distance of 39.82 feet and a chord bearing and chord of S 49° 25' 47" W, 38.78 feet, respectively, to a point;

S 72° 14' 49" W, 37.69 feet to a point;

S 07° 45' 10" E, 17.64 feet to a point;

with a curve to the right whose radius is 25.00 feet, a distance of 13.14 feet and a chord bearing and chord of S 07° 18' 20" W, 12.99 feet, respectively, to a point;

S 22° 21' 50" W, 8.75 feet to a point;

with a curve to the left whose radius is 25.00 feet, a distance of 26.28 feet and a chord bearing and chord of S 07° 18' 20" W, 25.98 feet, respectively, to a point;

S 07° 45' 10" E, 140.98 feet to a point;

N 82° 14' 50" E, 121.59 feet to a point;

S 01° 08' 45" W, 19.32 feet to a point;

S 88° 51' 15" E, 64.17 feet,

to a point, along the westerly line of aforesaid Parcel D, Dulles Overlook, thence departing said Land Bay B, Lot 3A1, and with the westerly lines of said Parcel D, Dulles Overlook the following nineteen (19) courses;

S 12° 11' 20" W, 3.47 feet to a point;

S 05° 12' 51" E, 47.23 feet to a point;

S 06° 18' 08" W, 12.27 feet to a point;

S 00° 22' 23" W, 39.13 feet to a point;

S 06° 24' 46" W, 35.26 feet to a point;

S 06° 24' 32" W, 19.48 feet to a point;

S 05° 29' 03" W, 43.81 feet to a point;  
S 04° 16' 22" W, 22.45 feet to a point;  
S 03° 22' 19" W, 28.93 feet to a point;  
S 27° 12' 48" W, 25.55 feet to a point;  
S 19° 15' 49" W, 18.59 feet to a point;  
S 12° 47' 09" W, 32.32 feet to a point;  
S 07° 47' 51" W, 25.98 feet to a point;  
S 13° 06' 53" W, 12.33 feet to a point;  
S 03° 15' 32" W, 7.20 feet to a point;  
S 18° 15' 40" E, 7.09 feet to a point;  
S 34° 40' 29" W, 26.28 feet to a point;  
S 00° 38' 10" W, 17.74 feet to a point;  
S 26° 19' 11" W, 13.09 feet

to a point, marking a northerly corner of Parcel E, Dulles Overlook, thence departing said Parcel D, Dulles Overlook, and with said northerly lines of Parcel E, Dulles Overlook the following twenty-nine (29) courses;

S 33° 00' 54" W, 27.38 feet to a point;  
S 37° 51' 05" W, 21.71 feet to a point;  
S 54° 10' 57" W, 30.66 feet to a point;  
S 78° 37' 25" W, 27.43 feet to a point;  
N 75° 11' 16" W, 21.19 feet to a point;  
N 66° 47' 07" W, 17.05 feet to a point;  
N 54° 01' 43" W, 21.85 feet to a point;  
N 49° 53' 19" W, 37.97 feet to a point;  
N 45° 55' 18" W, 33.44 feet to a point;  
N 45° 33' 14" W, 25.06 feet to a point;  
N 31° 11' 34" W, 49.93 feet to a point;  
N 50° 11' 22" W, 10.33 feet to a point;  
N 66° 37' 24" W, 7.33 feet to a point;  
N 89° 59' 41" W, 13.02 feet to a point;  
S 36° 43' 21" W, 10.75 feet to a point;  
S 10° 23' 49" W, 33.63 feet to a point;

S 02° 05' 54" W, 23.68 feet to a point;  
S 05° 17' 21" E, 26.58 feet to a point;  
S 06° 41' 01" E, 22.71 feet to a point;  
S 15° 25' 07" E, 32.66 feet to a point;  
S 02° 34' 21" E, 55.59 feet to a point;  
S 00° 05' 17" E, 29.37 feet to a point;  
S 10° 11' 07" W, 25.87 feet to a point;  
S 30° 49' 40" W, 19.14 feet to a point;  
S 58° 13' 48" W, 15.80 feet to a point;  
S 65° 51' 42" W, 23.01 feet to a point;  
S 73° 30' 55" W, 16.95 feet to a point;  
S 86° 48' 14" W, 17.94 feet to a point;  
S 82° 14' 50" W, 47.97 feet,

to a point, said point being on the aforesaid easterly right-of-way line of Loudoun County Parkway (Route 607), thence departing said Parcel E, Dulles Overlook and with said easterly right-of-way line of Loudoun County Parkway (Route 607) the following course;

N 07° 45' 10" W, 819.92 feet,

to the point of beginning and containing 341,910 square feet or 7.84917 acres of land.

LESS AND EXCEPT, that certain lot, piece or parcel of land, lying and being in Loudoun County, Virginia, and more particularly described as follows:

Land Bay B, Lot 2, Dulles Overlook

Beginning at the intersection of the easterly right-of-way line of Loudoun County Parkway (Route 607) and the southerly right-of-way line of Russell Branch Parkway (Route 1061), thence departing said intersection of Loudoun County Parkway (Route 607) and Russell Branch Parkway (Route 1061), and running through the land of Land Bay B, Lot 1A, Dulles Overlook the following course;

S 20°54'32" E, 219.68 feet,

to the true point of beginning of the parcel described herewith, said point also marking the northwesterly corner of Land Bay B, Lot 3B, Dulles Overlook, thence with the easterly, southerly and westerly lines of said Land Bay B, Lot 1A, Dulles Overlook and continuing with the northerly line of said Land Bay B, Lot 3B the following six (6) courses;

N 07° 45' 10" W, 202.82 feet to a point;

N 82° 14' 53" E, 83.73 feet to a point;

with a curve to the left whose radius is 508.94 feet, a distance of 161.83 feet and whose chord bearing and chord is N 69° 39' 58" E, 161.15 feet respectively, to a point,

S 26° 33' 15" E, 60.53 feet to a point;

S 07° 45' 11" E, 180.62 feet to a point;

S 82° 14' 49" W, 260.52 feet,

to the point of beginning and containing 55,032 square feet or 1.26337 acres of land.

Leaving a residue area of 286,878 square feet or 6.58580 acres of land.

LESS AND EXCEPT, that certain lot, piece or parcel of land, lying and being in Loudoun County, Virginia, and more particularly described as follows:

Land Bay B, Lot 3B, Dulles Overlook

Beginning at the intersection of the easterly right-of-way line of Loudoun County Parkway (Route 607) and the southerly right-of-way line of Russell Branch Parkway (Route 1061), thence departing said intersection of Loudoun County Parkway (Route 607) and Russell Branch Parkway (Route 1061), and running through the land of Land Bay B, Lot 1A, Dulles Overlook the following course;

S 20°54'32" E, 219.68 feet,

to the true point of beginning of the parcel described herewith, said point marking the southwesterly corner of Land Bay B, Lot 2, Dulles Overlook, thence with the southerly line of said Land Bay B, Lot 2, Dulles Overlook and continuing with the westerly, northerly, and easterly lines of said Land Bay B, Lot 1A, Dulles Overlook the following six (6) courses;

N 82° 14' 49" E, 226.50 feet to a point;

S 07° 45' 10" W, 221.30 feet to a point;

S 82° 14' 50" W, 183.00 feet to a point;

S 07° 45' 10" E, 13.70 feet to a point;

S 82° 14' 50" W, 43.50 feet to a point;

N 07° 45' 10" W, 235.00 feet,

to the point of beginning and containing 50,721 square feet or 1.16440 acres of land.

Leaving a residual area of 236,157 square feet or 5.42140 acres of land.

# **Tab H:**

Attorney's Opinion (MANDATORY)

# WILLIAMS MULLEN

Direct Dial: 804.420.6915  
adomson@williamsmullen.com

March 12, 2024

To Virginia Housing  
601 South Belvidere Street  
Richmond, Virginia 23220

RE: 2024 Tax Credit Reservation Request (competitive 70% present value credits)

Name of Development: Commonwealth Lofts 9  
Name of Owner: Commonwealth Lofts 9, LLC

Dear Virginia Housing:

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

# WILLIAMS MULLEN

March 12, 2024  
Page 2

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.

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.**

Williams Mullen



By: \_\_\_\_\_  
Its: Shareholder

# WILLIAMS MULLEN

Direct Dial: 804.420.6915  
adomson@williamsmullen.com

March ~~11~~12, 2024

To Virginia Housing  
601 South Belvidere Street  
Richmond, Virginia 23220

RE: 2024 Tax Credit Reservation Request (competitive 70% present value credits)

Name of Development: Commonwealth Lofts 9  
Name of Owner: Commonwealth Lofts 9, 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 ~~11~~12, 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]~~

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

~~OR~~

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

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

# WILLIAMS MULLEN

March 12, 2024

Page 2

4. ~~[Select One]~~

~~4. The information set forth in the Unit Details section of the Application form as to proposed rents satisfies all applicable requirements of the Code and Regulations.~~

~~OR~~

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

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

~~6. [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.**

Williams Mullen

# WILLIAMS MULLEN

March ~~11~~12, 2024  
Page 3

(Add)  
*Ulisses Danden*

By: \_\_\_\_\_  
Its: Shareholder

(104671460.2)

-

# Tab I:

## Nonprofit Questionnaire (MANDATORY for points or pool)

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

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

This deal does not require  
information behind this tab.

# **Tab J:**

Relocation Plan and Unit Delivery Schedule  
(MANDATORY-Rehab)

This deal does not require  
information behind this tab.

# **Tab K:**

Documentation of Development Location:



20550 Heron Overlook Plaza  
Ashburn, VA 20147

Subject



Loudoun County Pkwy

Russell Branch Pkwy

Russell Branch Pkwy

Tiverton Sq

Loudoun County Pkwy

Loudoun County Pkwy

Milbridge Ter

Roosevelt Sq

Loudoun Co

Lou

# Tab K.1

## Revitalization Area Certification Information

February 29, 2024

To: Virginia Housing  
601 South Belvidere St.  
Richmond, VA 23220

**Re: Commonwealth Lofts 9**

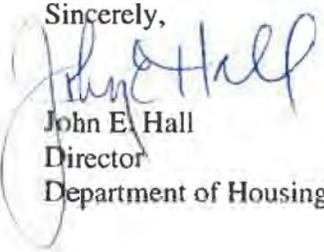
Ladies and Gentlemen:

This letter is to confirm that the property, Commonwealth Lofts 9 located at 20550 Heron Overlook Plaza, Ashburn, Virginia 20147, is located within the Loudoun County Suburban Policy Area as shown in the attached map. The Suburban Policy Area is a Revitalization Area per a Loudoun County Resolution adopted on December 5, 2017.

Please let Travis Perlman, Housing Finance & Development Administrator at 571-367-8624, know if you need additional information.

We look forward to working with you.

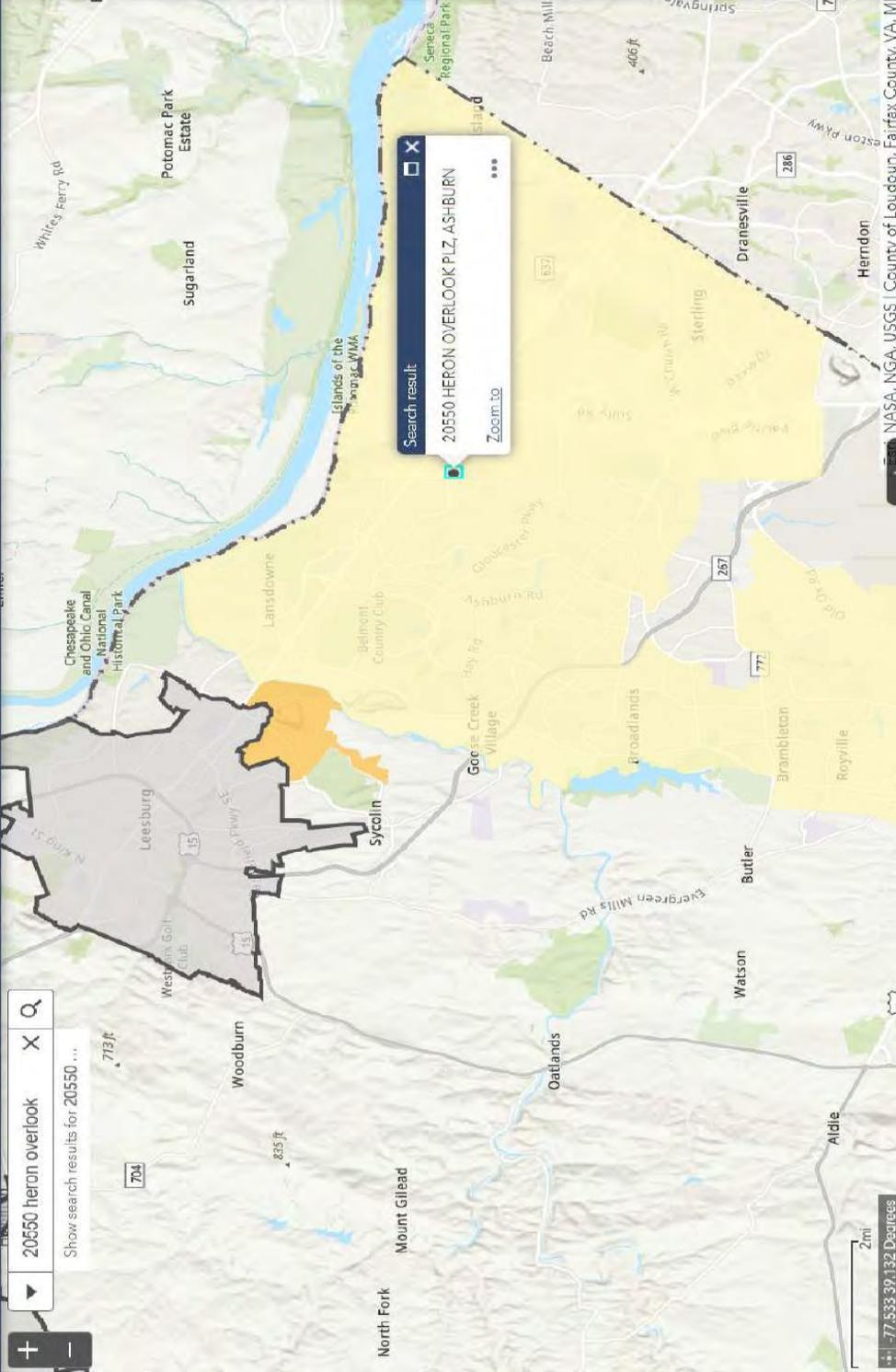
Sincerely,



John E. Hall  
Director

Department of Housing & Community Development

Attachments: Attachment 1: Commonwealth Lofts 9 Suburban Policy Area Map  
Attachment 2: Resolution Designating the Revitalization Area



**Legend**

County Boundary



Town Boundaries



Revitalization Areas



LEESBURG JOINT LAND MANAGEMENT AREA



SUBURBAN

Search result

20550 HERON OVERLOOK PLZ, ASHBURN

Zoom to



## Loudoun County, Virginia

[www.loudoun.gov](http://www.loudoun.gov)

Office of the County Administrator

1 Harrison Street, S.E., 5th Floor, P.O. Box 7000, Leesburg, VA 20177-7000

Telephone (703) 777-0200 • Fax (703) 777-0325

At a business meeting of the Board of Supervisors of Loudoun County, Virginia, held in the County Government Center, Board of Supervisors Meeting Room, 1 Harrison Street, S.E., Leesburg, Virginia, on Tuesday, December 5, 2017 at 5:00 p.m.

IN RE: Resolution Designating Revitalization Area to Support Applications for Low Income Housing Tax Credits (Countywide)

Vice Chairman Buona moved that the Board of Supervisors approve the resolution designating the Suburban Policy Area as a Revitalization Area to support Low Income Housing Tax Credit applications in the competitive tax credit allocation process (provided as Attachment 1 to the December 5, 2017, Board of Supervisors Business Meeting Supplemental Action Item).

Seconded by Supervisor Volpe.

Voting on the Motion: Supervisors Buona, Higgins, Letourneau, Meyer, Randall, Saines, Umstattd, and Volpe – Yes; None – No; Supervisor Buffington – Absent for the Vote.

A COPY TESTE:

  
DEPUTY CLERK TO THE LOUDOUN COUNTY  
BOARD OF SUPERVISORS

**RESOLUTION  
DESIGNATING A PORTION OF LOUDOUN COUNTY, VIRGINIA  
A REVITALIZATION AREA**

WHEREAS, pursuant to Section 36-55.30:2.A of the Code of Virginia of 1950, as amended, the Board of Supervisors of the County of Loudoun, Virginia, desire to designate the Suburban Policy Area as shown on Exhibit A, attached hereto, as a Revitalization Area.

NOW, THEREFORE, BE IT HEREBY DETERMINED as follows:

1. the commercial, industrial or other economic development of the Revitalization Area will benefit Loudoun County but the Revitalization Area lacks the affordable housing needed to induce manufacturing, industrial, commercial, governmental, educational, entertainments, community development, healthcare or nonprofit enterprises or undertakings to locate or remain in the Revitalization Area; and
2. private enterprise and investment are not reasonably expected, without assistance, to produce the construction or rehabilitation of decent, safe and sanitary housing and supporting facilities that will meet the needs of low and moderate income persons and families in the Revitalization Area and will induce other persons and families to live within the Revitalization Area and thereby create a desirable economic mix of residents in the Revitalization Area.

NOW, THEREFORE, BE IT HEREBY RESOLVED that pursuant to Section 36-55.30:2.A of the Code of Virginia of 1950, as amended, the Board of Supervisors of Loudoun County hereby designates the Suburban Policy Area as shown on Exhibit A, attached hereto, as a Revitalization Area.

  
Phyllis Randall,  
Chairman, Board of Supervisors

ATTEST:

  
\_\_\_\_\_  
Tim Hemstreet  
Clerk to the Board

Adopted by the Board of Supervisors of Loudoun, Virginia, this 5<sup>th</sup> day of December, 2017.

**PROPOSED REVITALIZATION AREA  
(SUBURBAN POLICY AREA)**



Frederick County, MD

Jefferson County, WV

Lovettsville

Potomac  
River

Hillsboro

287

15

Purcellville

Montgomery County, MD

Round Hill

Hamilton

Leesburg

Clarke County, VA

7

River

15

Middleburg

Fauquier County, VA

50

Washington Dulles  
International Airport

Fairfax County, VA

Prince William  
County, VA

**LEGEND**

- Major Road
- Secondary Road
- Incorporated Town
- Dulles International Airport
- Policy Areas**
- Joint Land Management Area
- Rural Policy Area
- Suburban Policy Area
- Transition Policy Area

**EXHIBIT A**



# **Tab K.2**

Surveyor's Certification of Proximity to  
Public Transportation using Virginia  
Housing template

This deal does not require  
information behind this tab.

# Tab L:

PHA / Section 8 Notification Letter

Appendices continued

PHA or Section 8 Notification Letter

Date 02-09-2024

To Loudoun County Department of Housing and Community Development  
106 Catocin Circle SE  
Leesburg, VA 20175

RE: Proposed Affordable Housing Development

Name of Development Commonwealth Lofts 9

Name of Owner Commonwealth Lofts 9, LLC

I would like to take this opportunity to notify you of a proposed affordable housing development to be completed in your jurisdiction. We are in the process of applying for federal low-income housing tax credits from Virginia Housing. We expect to make a representation in that application that we will give leasing preference to households on the local PHA or Section 8 waiting list. Units are expected to be completed and available for occupancy beginning on August 1, 2026 (date).

**The following is a brief description of the proposed development:**

Development Address 20550 Heron Overlook Plaza  
Ashburn, VA 20147

**Proposed Improvements:**

- New Construction: 47 #Units 1 #Buildings
- Adaptive Reuse: \_\_\_\_\_ #Units \_\_\_\_\_ #Buildings
- Rehabilitation: \_\_\_\_\_ #Units \_\_\_\_\_ #Buildings

**Proposed Rents:**

- Efficiencies: \$ \_\_\_\_\_ /month
- 1 Bedroom Units: \$ 1,346-1,790 /month
- 2 Bedroom Units: \$ 941-2,090 /month
- 3 Bedroom Units: \$ 1,875-2,531 /month
- 4 Bedroom Units: \$ \_\_\_\_\_ /month

**Other Descriptive Information:**

Commonwealth Lofts 9 is a new construction project of 47 affordable units in Ashburn, VA.

Five (5) units are proposed to be reserved for project based vouchers.

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 (703) 942 - 6610 .

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

Sincerely yours,

Name Stephen Wilson

Title President - Virginia Office

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

Seen and Acknowledged By John E. Hall, Director

Printed Name: John E. Hall

Title Director, Loudoun County Department of Housing & Community Development

Phone 703-777-0387

Date 3-1-2024

# Tab M:

Intentionally Blank

This deal does not require  
information behind this tab.

# **Tab N:**

Homeownership Plan

This deal does not require  
information behind this tab.

# **Tab O:**

Plan of Development Certification Letter

This deal does not require  
information behind this tab.

# Tab P:

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

This deal does not require  
information behind this tab.

# **Tab Q:**

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

March 11, 2024

Stephen P. Wilson  
Commonwealth Lofts 9, LLC  
8245 Boone Blvd., #640  
Tysons Corner, VA 22182

Dear Stephen Wilson,

Commonwealth Lofts 9, LLC, was administratively approved for five (5) Project-Based Vouchers (PBVs) for an initial term of twenty (20) years. The project will assist families with PBVs. The Agreement to Enter into Housing Assistance Payment contract and implementation of program guidelines are contingent upon successful completion of the subsidy layering review, conducted by the U.S. Department of Housing and Urban Development.

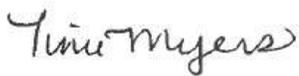
Based on the information provided in your application, the unit information is as follows:

**Commonwealth Lofts 9, LLC:**

Unit Type	Unit #		Proposed Rent Range	30% AMI - 60% AMI Income Range (based on HUD 2023 AMI)	Estimated Household Size	Utility Allowance
	Whole	PBV				
<b>1 Bedroom/1 Bath</b>	<b>9</b>	<b>1</b>	PBV: \$1,790	\$31,650 - \$63,950	1 person	\$150
40% AMI	1	1	\$1,790			
50% AMI	4	0	\$1,346			
60% AMI	4	0	\$1,628			
<b>2 Bedroom/2 Bath</b>	<b>27</b>	<b>2</b>	PBV: \$2,090	\$36,200 - \$73,050	2 persons	\$180
30% AMI	2	0	\$941			
40% AMI	2	2	\$2,090			
50% AMI	10	0	\$1,620			
60% AMI	13	0	\$1,959			
<b>3 Bedroom/2 Bath</b>	<b>11</b>	<b>2</b>	PBV: \$2,531	\$40,700 - \$82,200	3 persons	\$219
40% AMI Units	2	2	\$2,531			
50% AMI Units	3	0	\$1,875			
60% AMI Units	6	0	\$2,267			
<b>Total Units</b>	<b>47</b>	<b>5</b>				

If you have any further questions or need additional information, I can be reached at 703-737-8213.

Regards,



Timi Myers,  
Housing Choice Voucher

# **Tab R:**

Documentation of Utility Allowance calculation



March 4, 2024

Cassie Yochum  
 SCG Development Partners, LLC  
 20220 Heron Overlook Plaza  
 Ashburn, VA 20147  
[cey@scgdevelopment.com](mailto:cey@scgdevelopment.com)

RE: Preliminary Utility Allowance for Commonwealth Lofts 9

Dear Cassie Yochum,

Please see the following Preliminary Utility Allowance (UA) for Commonwealth Lofts 9 located in Ashburn, Virginia. Projections were generated with the applicable rates, fees, and taxes of following providers:

Electricity:	Dominion Energy	Gas:	Washington Gas
Water:	Loudon County	Trash:	N/A
Sewer:	Loudon County		

The utility rates used to produce this UA are no older than the rates in place 60 days prior to the date of this letter. Below is a table depicting the highest monthly UA by each bedroom type. Should you have any questions do not hesitate to contact me.

UTILITY ALLOWANCE			ALLOWANCES BY BEDROOM SIZE				
Utilities	Utility Type	Paid by	Studio	1-bdr	2-bdr	3-bdr	4-bdr
Heating	Gas	Tenant	N/A	\$ 14.08	\$ 14.48	\$ 14.88	N/A
Air Conditioning	Electric	Tenant	N/A	\$ 4.21	\$ 4.96	\$ 5.71	N/A
Cooking	Electric	Tenant	N/A	\$ 3.61	\$ 4.25	\$ 4.90	N/A
Lighting	Electric	Tenant	N/A	\$ 14.43	\$ 17.01	\$ 19.59	N/A
Hot Water	Electric	Tenant	N/A	\$ 8.42	\$ 9.92	\$ 11.43	N/A
Water	-	Tenant	N/A	\$ 21.35	\$ 25.33	\$ 29.32	N/A
Sewer	-	Tenant	N/A	\$ 13.37	\$ 13.37	\$ 13.37	N/A
Trash	-	Owner	N/A	\$ -	\$ -	\$ -	N/A
<b>Total UA costs (Unrounded)</b>			\$ -	\$ 79.47	\$ 89.32	\$ 99.19	\$ -

*\*Allowances only for Commonwealth Lofts 9 as an ENERGY STAR and EarthCraft Gold project. The water and sewer projections were produced using water fixtures with flow rates of 1.28 gpf toilets, 2.0 gpm showerheads, 2.2 gpm kitchen faucets, and 1.5 gpm lavatory faucets. Due to rounding, the amounts for the UA components may not add up to the Total UA amount.*

Sincerely,

*Tiyahna Grammer*

Tiyahna Grammer  
 Project Manager



PO Box 7000, Leesburg, VA 20177-7000  
 703-737-8323 O 1703-771-5454 F I housing@loudoun.gov  
[loudoun.gov/housing](http://loudoun.gov/housing)

March 11, 2024

Stephen P. Wilson  
 Commonwealth Lofts 9, LLC  
 8245 Boone Blvd., #640  
 Tysons Corner, VA 22182

Dear Stephen Wilson,

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If you have any further questions or need additional information, I can be reached at 703-737-8213.

Regards,

Timi Myers,  
 Housing Choice Voucher

# **Tab S:**

Supportive House Certification and/or  
Resident Well Being MOU

## Telehealth at Commonwealth Lofts 9

We have assessed several telehealth service provider options to fulfill the intent of telehealth point incentive offered in the Virginia Housing LIHTC application. These points indicate a desire for developers to take a holistic approach to housing and resident wellbeing via a convenient platform. Telehealth is important for individuals with transportation or scheduling issues, where keeping scheduled appointments during limited business hours is an ongoing barrier to care. Telehealth is also useful for afterhours access to clinical consultations which can help individuals decide whether emergency or urgent care is needed or appropriate. As such, SCG is in discussions with One Medical to provide the tenants of Commonwealth Lofts 9 with an innovative, high-touch membership-based primary care solution that offers both in-person visits as well as telehealth services via smartphone or desktop application.

Included with the membership are:

- 125+ Locations in 20 markets (and growing) – 12 locations in the DMV
- Same/next day appointment availability with no wait times
- 24/7 on-demand virtual care (claim and payment free)
- Mental/behavioral health services rooted in the primary care model
- Pediatric Offices (care for the whole family)
- Guaranteed in-network referrals to specialists through hospital system partners (in-network, EMR compatible, preferred access)
- Expert assistance navigating insurance and general healthcare issues
- In-app prescription requests and renewals
- Online access to health summaries and care plans

*Please review the attached materials from One Medical for additional information.*

In addition to covering costs associated with membership, Commonwealth Lofts 9 will provide tenants with free Wi-Fi and the option to check out a tablet for the purpose of taking telehealth appointments from the privacy of their units. These amenities will further enable tenants to take advantage of the telehealth benefit.

One Medical has proposed a 3-year contract, with an annual opt out, at a cost of \$10 PUPM (per unit per month) for Commonwealth Lofts 9. Membership costs for tenants will be paid for by the project. Member's/tenant's dependents are covered under the membership at no additional cost. Telehealth Services, based on One Medical's proposal (\$10 PUPM\*47 units\*12 months= \$5,640), are included in Commonwealth Lofts 9's operating expenses under the "Misc Admin" line.

⌘ one medical business

# A primary care benefit with proven benefits

One Medical is a national primary care practice focused on providing exceptional care that fits into real life. We combine human-centered design, smart use of technology, salaried providers, and 24/7 access to care in a membership-based model. By making it easier and more enjoyable to get care, we help organizations keep their teams happier and healthier — and lower healthcare costs.



## One benefit for physical, mental, and virtual care



### Fast access to in-person care

Same/next-day appointments that start on time and aren't rushed, 125+ convenient offices in 16 markets and onsite lab services



### 24/7 on-demand virtual care

On-demand Video Chat and messaging with compassionate, world-class providers — available claim-free with our app from anywhere — as well as easy online prescription and renewal requests



### Remote Visits

Scheduled primary care visits with an employees' chosen provider, done over video for a wide array of physical and mental health issues



### Specialty care coordination

Referrals to in-network providers at leading health systems with easy access to specialists and digital record sharing for better longitudinal care



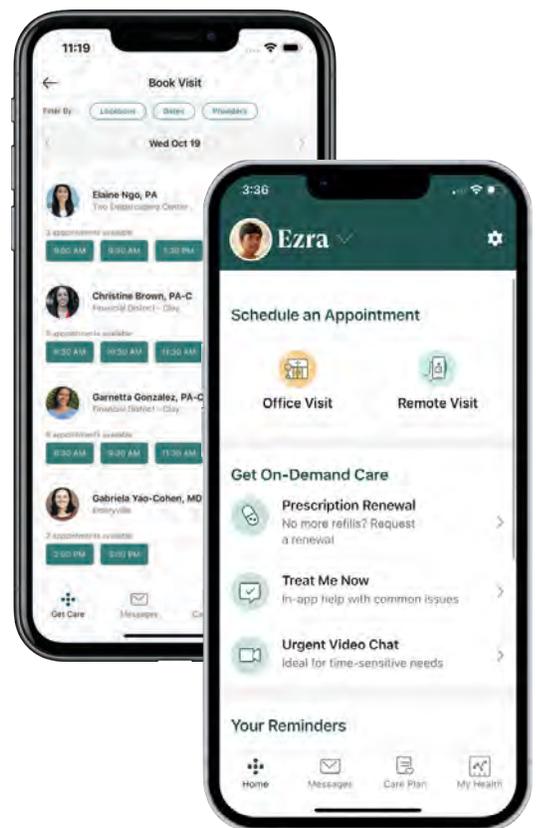
### Integrated behavioral health

Mindset by One Medical integrates evidence-based behavioral health solutions, including 1:1 coaching and therapy as well as group visits, within primary care to address whole-person health



### Chronic care management and prevention program

Impact by One Medical combines longitudinal high-touch care, education, and health navigation with an integrated technology platform to help employees manage their chronic conditions and avoid the onset of new ones



We work with 8,000+ organizations of all shapes and sizes

allbirds Casper

Nasdaq okta

# Keep your team and your CFO happy

## Happier, healthier teams

90

NPS<sup>1</sup>

90<sup>th</sup>

percentile in HEDIS quality scores<sup>2</sup>

43%

reduction in anxiety levels<sup>3</sup>

## Better access, better experience

51%

of visits booked same day<sup>4</sup>

2 min

average lobby wait time<sup>5</sup>

76%

of employees say One Medical improved their opinion of their employer<sup>6</sup>

## Lower costs

8%+

savings in total cost of care<sup>7</sup>

41%

fewer ER visits<sup>8</sup>

97%

generic Rx powered by our algorithms<sup>9</sup>

**“Benefits like One Medical are no longer a nice to have. It gives companies a competitive edge to attract and retain their employees.”**

Evangeline Mendiola, Head of Global Benefits, Zendesk

1. Experience and Engagement data from One Medical 2017-2018, 15 largest clients. 2. Quality and Value scores compared with 423 practices from a health plan's Primary Care Medical Home (PCMH) program. 3. One Medical internal data primary research, reduction of median GAD-7 scores for members who participated in Wellness Series. 4. Experience and Engagement data from One Medical 2017-2018, 15 largest clients. 5. 2018 One Medical Service & Operations Report. 6. Experience and Engagement Member Survey from One Medical 2019. 7. Case study - Client: Professional Service Company. Customer since 2015; currently covering 23k lives across all One Medical markets. 8. CareFirst PCMH Ranking of Overall Performance Report, 2018. 9. Internal data. For common conditions

Get in touch to learn how we can help keep your business healthy at [onemedical.com/business](https://onemedical.com/business)





# One Medical Advanced Primary Care Solution



## The One Medical Solution

One Medical looks to provide Commonwealth Lofts 9 with a seamless healthcare experience for its employees and their families through its advanced primary care model.



### Offices in 150+ locations

Same or next-day appointments that start on time with salaried providers. Longer appointments and drop-in labs at convenient locations in nearly 20 markets across the country.

### 24/7 Virtual and Scheduled Remote Care

App-based, on-demand Video Chat and messaging, along with prescription renewal requests or scheduled primary care visits, with an employees' chosen doctor, over video.

### Partnerships and Specialty Care Coordination

Referral coordination with in-network providers at leading health systems where health system record sharing is established for better coordinated care.

### Deferred Care and Population Health

Employees are putting much more importance on their health and the health of their families, and they expect their companies to support them on their journey.

### Compassionate, Non-judgmental Care

We believe healthcare should be inclusive, comprehensive, and available to all. That's why we've created a new kind of primary practice.

### Integrated Behavioral Health

Mindset by One Medical is a longitudinal care model that integrates evidence-based behavioral health solutions within primary care to address whole-person health.

### Chronic Disease Management

Impact by One Medical's dynamic care model helps improve health outcomes for patients with, or at risk of developing, chronic conditions.

### Cancer Screening and Prevention

Focused on personalized, integrated care and preventive screening for earlier detection of cancer and better patient outcomes.

### Women's Health and Family Planning

One Medical Providers deliver longitudinal, relationship-based care for those who identify as women, taking a personalized approach to help inform testing decisions and specialty referrals.

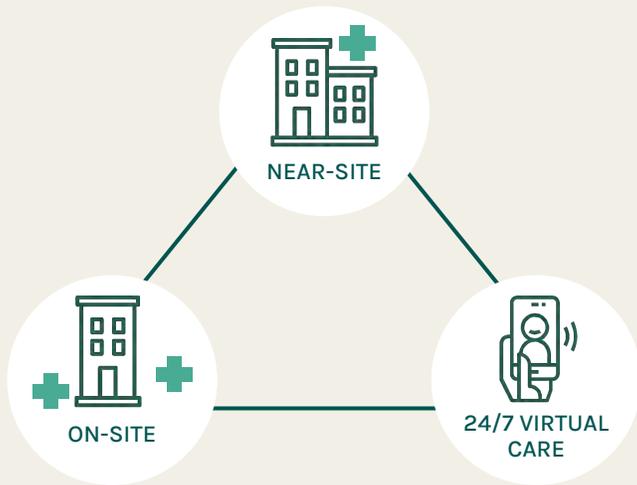
### COVID-19 Screening, Testing & Vaccinations

Healthy Together is a comprehensive return to work program, built by One Medical clinical and public health experts, that includes COVID-19 digital screening, testing services and vaccinations of eligible employees (subject to availability).



## One Medical Delivers Primary Care, Done Right, for Your Employees

One Medical delivers a modern approach to primary care by **combining the best of in-person care with innovative technology**. Our **same and next-day appointments** translate to immediate access, whether in office or through **on-demand video and phone engagements**. And once the appointment has ended, we follow up and build **lasting patient relationships** that establish us as the **front door to care**.



## How One Medical promotes an intelligent healthcare journey

### Relationship-based Primary Care

We are a healthcare homebase for our members, providing a long-term relationship and continuity of care. Through access to same or next day care, in person or online, we aim to help eliminate unnecessary ER and urgent care visits.

### Appropriate Site of Care and Treatment

We are focused on increasing primary care utilization and decreasing downstream costs related to specialty visits, mental health & substance abuse, inpatient hospital spend, and other categories over the course of a partnership.

### Easy Access Means Saving Money

Convenient locations, appointments that start on time, and 24/7 virtual care allow us to save your members up to 50 minutes per visit.<sup>1,2</sup> Additionally, giving your employees access to a high-quality healthcare partner can help lower member absenteeism by 10% and turnover by 1% per year.<sup>3,4</sup>

<sup>1</sup>Based on an industry avg. of 20+ min wait time and 37 min travel time (one-way) compared to One Medical Estimated averages of <1 min wait time and <10 min travel time. Source: vitals.com Wait Time Report for Primary Care Doctor and Preventative Medicine/Wellness categories (last updated: May 2016). <sup>2</sup>One Medical Internal Patient Study (2012-2018). <sup>3</sup>IBI 2017 cost analysis and CAP benchmark. <sup>4</sup>Journal of Management, Meta-analytic review of member turnover

## 24/7 virtual care nationwide + expanding in-person care

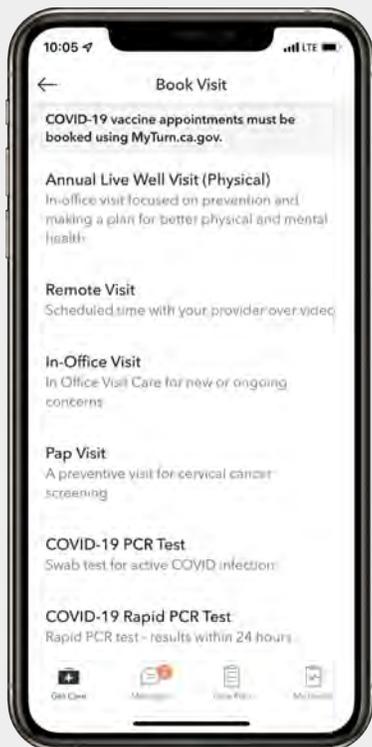
Coming soon: Milwaukee, WI



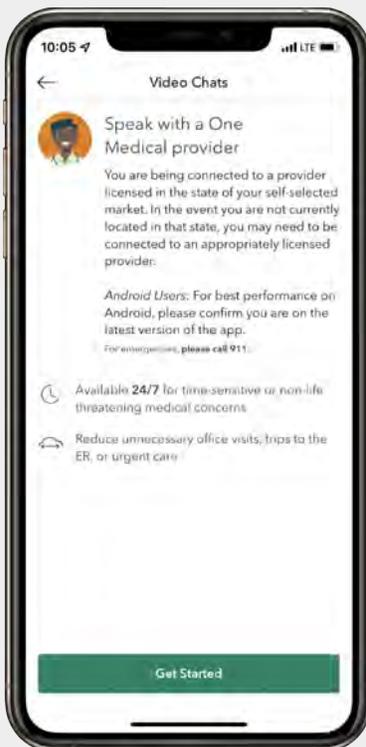


## 24/7 Virtual and Scheduled Remote Care

App-based, on-demand Video Chat and messaging, along with prescription renewal requests or scheduled primary care visits, with an employees' chosen doctor, over video.



Easy access to services through the One Medical app based on the members' preference



On demand virtual services through One Medical have no additional cost nor claim submitted



Real time access to care helps ensure that members are routed to the most appropriate treatment option



## Partnerships and Specialty Care Coordination

One Medical partners with world class healthcare systems to bring seamless access to in-network, high quality specialty care for complex conditions.

### Advantages of Regional Health System Partnerships (HSPs) include:

#### A better member experience

One Medical and the HSP work closely to ensure the appointment booking process is seamless – so members can get faster access to speciality care, when they need it.

#### Collaboration that improves care

By integrating data longitudinally, both care teams are able to make more informed decisions about your employees' care that can lead to better health.

#### Helps save time and money for employers

Better access and transparency resulted in a significant reduction in ER visits and duplicate testing, as well as time spent seeking care records for employees.

### Key benefits for One Medical Members



Longitudinally integrated data and medical records across the care journey



Appropriate navigation to speciality care rather than self-referral



Collaborative relationships between PCP and specialists



Shared focus on increasing quality of care in the community



Preferential access for specialist appointments



Participation in HSP managed care contracts

## ONE MEDICAL PARTNERS WITH THE BEST HEALTH SYSTEMS ACROSS THE U.S.

Coming soon: Milwaukee, WI





## Deferred Care and Population Health

Employees are putting much more importance on their health and the health of their families, and they expect their companies to support them on their journey.

By making an active investment in your benefits strategy, One Medical can help you use advanced primary care as a population-level clinical intervention, engaging your employees to make the shift towards wellness.



→ **65%**

of employees would give up benefits or perks in exchange for best-in-class healthcare benefits

### Employees are looking to their employers for support, now more than ever before

Nearly **9 out of 10 employees** experienced at least one healthcare need during the pandemic. Top needs included:

- ✓ Routine and/or preventive care
- ✓ Mental health care
- ✓ Care related to COVID-19 (including testing, treatment, and vaccination)

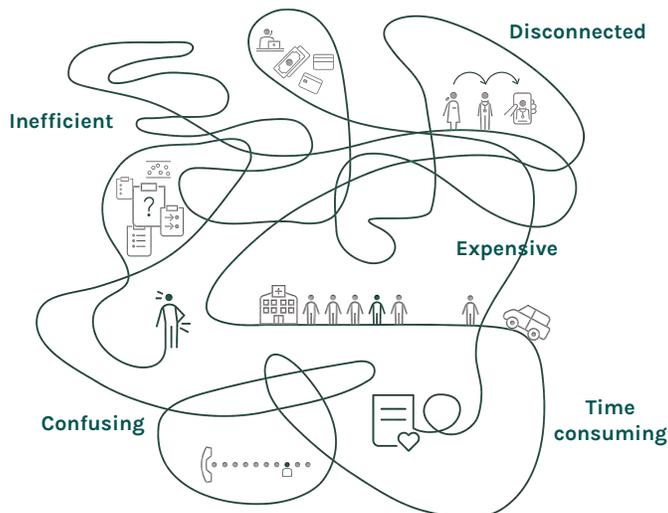


### Benefits employees are willing to give up for better healthcare:

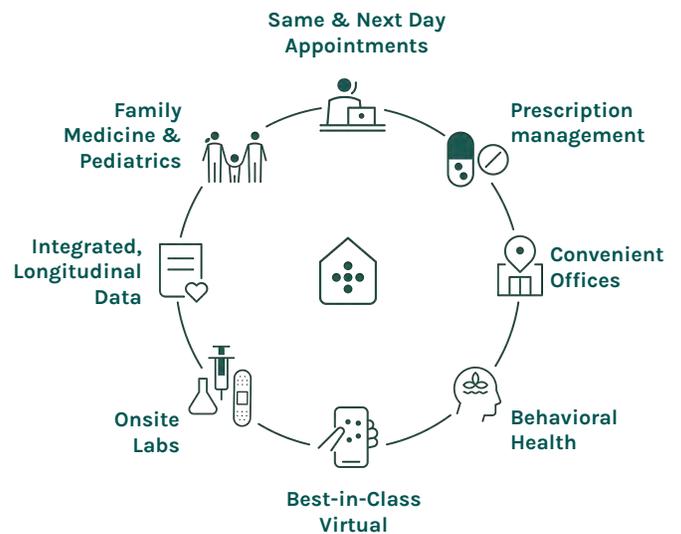
- 29% Flexible hours
- 24% Professional development
- 21% Paid vacation
- 24% Paid sick leave
- 22% Monetary bonus
- 20% Retirement planning/401(k) matching

Excludes employees who do not have these workplace benefits and those who are satisfied with their healthcare.

### TRADITIONAL HEALTHCARE



### ONE MEDICAL MODERN PRIMARY CARE





## Compassionate, Non-judgmental Care

We believe healthcare should be inclusive, comprehensive, and available to all. That's why we've created a new kind of primary care designed to make getting exceptional care faster and easier – while making every patient feel well cared for, comfortable, and heard.

We're committed to making One Medical a place where everyone feels welcome and comfortable truly being themselves. Here are some of the ways we're making One Medical a place for all.



### Culturally Competent Care

Care is evidence-based, with policies and practices that respect the diversity of our patients and the social determinants that affect their health.



### Implicit Bias Training

Every employee receives implicit bias training to help people better recognize their own unconscious biases so they can work toward eliminating them.



### Hiring Process

We are establishing practices to identify and hire diverse candidates across our teams, to ensure relevance with the populations we serve.



Our commitment to diversity is highlighted by some of the positive outcomes that have been achieved.



### Growing diversity within our team, particularly, Providers

Based on focused efforts to increase our diversity, the proportion of team members of color **increased 28%** from 2020-2021 (with a **50% increase** among our Providers).



### Fostering an environment where women have exceptional opportunities to succeed

While women account for 66% of all entry-level healthcare employees and 48% of all primary care physicians in the US<sup>1,2</sup>, at One Medical, women make up roughly **70% of our team members**, with **77% of our Providers** self-identifying as female.

Data is based on internal Workday snapshots from 1/1/2020 and 6/15/2021.  
<sup>1</sup>[www.mckinsey.com/industries/healthcare-systems-and-services/our-insights/women-in-healthcare-moving-from-the-front-lines-to-the-top-rung](https://www.mckinsey.com/industries/healthcare-systems-and-services/our-insights/women-in-healthcare-moving-from-the-front-lines-to-the-top-rung)  
<sup>2</sup>[www.zipppia.com/primary-care-physician-jobs/demographics/](https://www.zipppia.com/primary-care-physician-jobs/demographics/)





## Integrated Behavioral Health Care

The existing healthcare system separates behavioral health from medical care, failing to provide for the aligned needs of the whole person. This fracturing of mental health from physical health often leads to inaccessible, disjointed, suboptimal, and overly expensive care.

**Mindset by One Medical** is a longitudinal care model that integrates evidence-based behavioral health solutions with primary care to address whole-person health. Mindset by One Medical's aligned approach helps drive higher levels of wellbeing, engagement, productivity, and value.

### Program advantages:



Behavioral health integrated within primary care



Facilitation and coordination of specialty referrals, as needed



Clinically aligned and cost efficient whole-person solutions

Our program draws upon an array of services, including:

Services	In-person	Virtual
Behavioral Health Assessments	✓	✓
Primary Care Visits	✓	✓
Medication Management Visits	✓	✓
Group Programs	✓	✓
Care Navigators		✓
Resilience Events		✓
Sessions with Health Coaches		+
Private Therapy with Licensed Therapists		+



mindset by  
one medical



# One Medical Advanced Primary Care Commercial Model

---

OVERVIEW



## Supporting Your Benefits Strategy

As a benefits leader, we understand that you are tasked with navigating the specific needs of your employee population, while ensuring engagement and satisfaction at an individual level.



One Medical addresses the **top four concerns** expressed by employers to support their benefits strategy<sup>1</sup>:

1

**Top Employer concern:**  
**Rising benefits costs**

**One Medical solution:**

**Primary Care As Front Door Can Deliver Total Cost Savings And Return On Investment**

Right care, right place, right provider, right time

2

**Top Employer concern:**  
**Effective Communication**

**One Medical solution:**

**Easily Accessible Benefits Information From A Trusted Clinical Partner**

Human-centered, technology-empowered

3

**Top Employer concern:**  
**Multi-Generational Needs**

**One Medical solution:**

**Primary Care Plus Specialty Services, Including Referrals**

Longitudinally integrated care journey

4

**Top Employer concern:**  
**Engaging Employees**

**One Medical solution:**

**Collaborative Dissemination Of Benefit Information**

Partnering to educate & engage employees

<sup>1</sup>Willis Tower Watson's 2019 Benefits Trends Survey. Sept. 24 2019.



# The One Medical Offering

One Medical is primary care, PLUS a whole lot more. We are personalized health PLUS population level outcomes. Primary care PLUS specialty services. Self-insured PLUS fully-funded Clients. One Medical is the benefit that makes sense for every population.

Services	Components	In-person	Virtual
 <b>Office Visits</b>	App-based access to scheduling for care	✓	✓
	In-person appointments with same and next day availability	✓	
	On site labs, phleb, testing/diagnostics	✓	
	Onsite employer services and clinics	✓	
 <b>Remote Visits</b>	Virtual-first primary care visits (30 min)		✓
	Virtual group visits ( <i>behavioral health, metabolic disorders/chronic disease and sleep disorders</i> )		✓
	At home testing services		
 <b>24/7 Virtual Care</b>	Synchronous video, real-time care		✓
	Asynchronous digital health ( <i>Treat Me Now</i> )		✓
	Prescription requests and renewals		✓
	Claim and co-pay free on demand virtual care		✓
 <b>Behavioral Health (Mindset)</b>	Virtual coaching		
	Virtual therapy		
	Virtual group visits		✓
 <b>Specialty Services</b>	Chronic metabolic disease management	✓	✓
	Preventive screening and diagnostics	✓	✓
	Care navigation and specialty referrals	✓	✓

✓ OM Primary Care

+ Expanded Offerings



# One Medical Subscription Model & Billing Framework

One Medical’s whole person approach supports better clinical outcomes by embedding behavioral health within our core primary medical care model, as well as expanding solutions to include preventive management of personal health, wellness and chronic disease.

	 <b>Office Visits</b>	 <b>Virtual Care</b>	 <b>Remote Care</b>	 <b>Behavioral Health*</b>	 <b>Specialty Services*</b>
<b>OM Core</b> Base PEPM	App access to in-office visits in PEPM bundle	Bundled in PEPM	Services billed FFS	Services billed FFS to employer	In-app symptom screening in PEPM bundle
<b>OM Now</b> Base PEPM	App access to in-office visits if traveling in PEPM bundle	Bundled in PEPM		Services billed FFS	In-app symptom screening in PEPM bundle
<b>Included in PEPM Fees</b> <i>(no additional claims filed)</i>	<ul style="list-style-type: none"> <li>• App-based technology platform</li> <li>• In-app access to same/ next day appointments</li> </ul>	<ul style="list-style-type: none"> <li>• Synchronous video (<i>low acuity concerns</i>)</li> <li>• Unlimited, asynchronous messaging (Treat-Me-Now)</li> </ul>			<ul style="list-style-type: none"> <li>• App-based symptom screening</li> <li>• Integrated follow up by care team</li> </ul>
<b>FFS Claims</b> <i>(based on services &amp; codes)</i>	<ul style="list-style-type: none"> <li>• In-person, scheduled visit with a provider</li> <li>• Phlebotomy/ lab services</li> <li>• Vaccinations and testing</li> </ul>		<ul style="list-style-type: none"> <li>• Virtual-first scheduled primary care appointments</li> <li>• Group Visits</li> <li>• Testing Options</li> <li>• Virtual Physical Therapy (SF only)</li> </ul>	<ul style="list-style-type: none"> <li>• Virtual Coaching and Therapy</li> <li>• Virtual Group Visits</li> </ul>	<ul style="list-style-type: none"> <li>• Home and In-person Testing</li> <li>• Virtual Coaching and Therapy</li> <li>• Virtual Group Visits</li> <li>• Integrated ordering, specimen collection, analysis, and reporting</li> </ul>

\*Available as part of OM Core or OM Now, not independently



## Account Management and Implementation Support

One Medical aspires to be your strategic partner, enabling highly accessible information for employees, collaborative development of materials and strategic outreach to drive early adoption and engagement with our services, facilitated by your Client Success representative.

### One Medical Partner Launch Sequence

#### COLLABORATIVE KICK-OFF & RHYTHM DISCUSSION

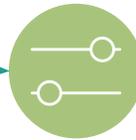
- Pre-implementation testing
- Transition strategy



#### ONE MEDICAL INTRODUCTION CAMPAIGN

##### Onboarding email series

- Direct email to employees
- Introduces services and provides easy registration



#### ONE MEDICAL MEMBERSHIP CAMPAIGN

##### Collaborative employee marketing and engagement

- Regular content such as monthly member emails and education materials
- Customized content and programs for your goals and employee population needs
- Participation in employer health and wellness events
- “Lunch and Learn” education sessions

#### UTILIZATION ASSESSMENT & REPORTING

Client reporting that demonstrates how employees are leveraging One Medical and facilitates conversations on ongoing collaboration opportunities





# Initial Employee Communications

Initial communications sent to your employees will seek to drive awareness and education, not just with respect to One Medical as a benefit, but also on the value of primary care and preventive maintenance.

Based on our experience, the approach of sending three messages with a 1 week pause between each one, results in significant engagement by employees.

**In fact, typical One Medical program enrollment is around 60%+ of eligible employees, taking this approach.**



Pause 1 week

Pause 1 week

one medical



## Primary care designed for you

One Medical is a sponsored health benefit you get through [EMPLOYER], so we wanted to tell you a bit about what you've been missing out on and invite you to [join](#). We're no ordinary doctor's office. We've designed every aspect of our practice around providing you with exceptional care that fits into your everyday life.

We make it faster, more convenient, and actually enjoyable to get personalized care whenever you need it.

[Join today](#)

Use code [OMOMOM]

Become a member and enjoy:

one medical



## Care around the clock

Since you haven't signed up for your free membership from [EMPLOYER] yet, we thought we'd share a little more about how One Medical can help you save time and get care whenever you need it.

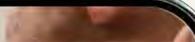
We not only offer world-class care in our offices — we also offer 24/7 virtual care at no extra cost with our app, helping you avoid unnecessary appointments and trips to the ER or urgent care.

All you need to do is sign up. [EMPLOYER] also pays for memberships for your spouse and dependents 14 years or older.

[Join today](#)

Use code [OMOMOM]

one medical



## Better health starts here

At One Medical, we're here to help you feel your best — not just today, but for years to come. Whether you've got an urgent issue, a chronic health condition, or a long-term health goal you want to achieve (like lowering your stress), our providers can help you through it all.

[EMPLOYER] pays for memberships for you, your spouse, and your dependents 14 years or older, so don't miss out on your chance to get primary care designed for real life. From a same-day appointment when you're sick to 24/7 virtual care to an annual wellness visit, you'll get truly personalized care whenever you need it.

[Join today](#)

Use code [OMOMOM]





# Streamlined One Medical Benefit Launch Plan

Initial communications sent to your employees will be developed collaboratively with One Medical marketing support to determine and schedule your launch strategy.

1

## Launch prep

- Share eligibility file to prepare for launch email campaign
- Whitelist One Medical IP address to ensure email deliverability
- Review your Launch Communications Toolkit and plan your benefit launch

2

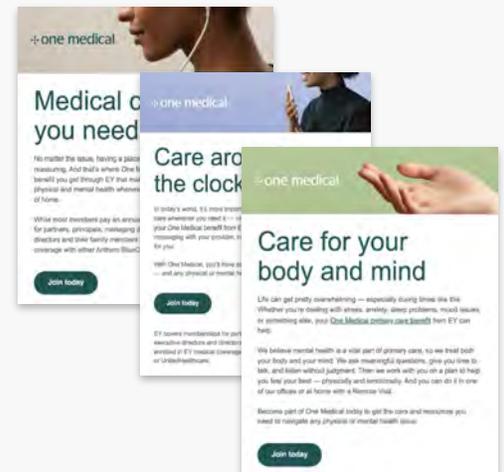
## Internal launch communications

- Update your benefits info and new hire resources
- Send internal launch emails
- Identify additional opportunities to communicate the benefit (share in company meeting, etc.)

3

## One Medical launch email series

- One Medical sends launch 3-series to eligible employees
- Optional: To boost enrollment, client can send reminder launch communications



	Owner	Week 1	Week 2	Week 3	Week 4	Week 5
Send Email Data File To One Medical	You					
Update Benefits Site / Resources	You					
Internal Announcement Email(S)	You					
Company Meeting Spotlight + Other	You					
Launch Email Series (3x)	OM					



## The Benefit of Collaborative Launch Planning

Throughout the partnership, One Medical will actively support your benefits team to engage your employees, providing valuable insights along the way into enrollment and utilization to enable strategic planning.



### Kick-Off

- Implementation
- Email launch series to distribute code & drive enrollment
- 45-day check-in

### Quarterly reporting & customized promotion

- Quarterly enrollment & utilization reporting with client success manager
- Quarterly customized promotion campaigns

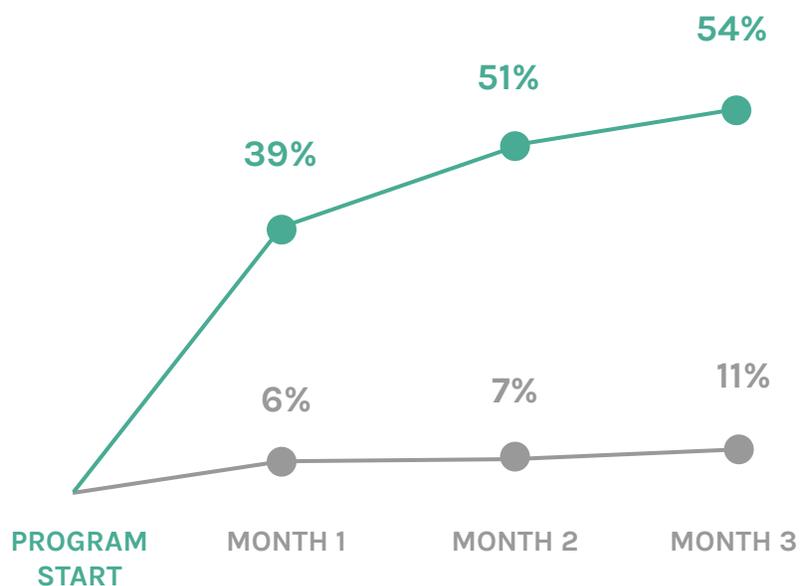
### Membership renewal

- Patient auto-extension
- Eligibility reminder series
- Communication planning

In doing so, we save you time by **accelerating your employee activation** so they can get enrolled quickly with their new benefits.

**5x**  
Employee  
activation

- No launch program
- One Medical launch program





### DBHDS MOU Review and Decision

SGC Development Partners, LLC, Commonwealth Lofts 9 (VH ID# 3274) Low-Income Housing Tax Credit (LIHTC) Applicant and Community Residences, Inc., Resident Service Provider have partnered together through a Memorandum of Understanding (MOU) to provide onsite resident services to tenants of Commonwealth Lofts 9, once placed in service. SGC Development Partners, LLC 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, Community Residences, Inc. 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:	2/29/2024



## DBHDS Resident Service Provider Checklist (RSPC)

LIHTC Property Name:

7. Please list the Resident Services Provider (RSP) selected to include the following:

RSP Organization Name:	Community Residences, Inc (CRI)
RSP Address:	Newbrook Drive, #100, Chantilly, VA 2015
RSP Contact, Phone #, and Email	Heidi Scalzott, Business Development Manager 703-842-2365 HScalzott@MyCRI.org
RSP current service area(s)	NOVA, Richmond and Maryland

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):
- Commission on Accreditation of Rehabilitation Facilities
  - Council on Accreditation
  - Certified Organization for Resident Engagement & Services
  - Council on Quality and Leadership
  - CSH Quality Supportive Housing
  - 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: See attached. Years' Experience: \_\_\_\_\_

Service: \_\_\_\_\_ Years' Experience: \_\_\_\_\_

Service: \_\_\_\_\_ Years' Experience: \_\_\_\_\_

Service: \_\_\_\_\_ Years' Experience: \_\_\_\_\_

10. What service(s) does the RSP intend to offer at the LIHTC property?

Service: See attached. Years' Experience: \_\_\_\_\_

Service: \_\_\_\_\_ Years' Experience: \_\_\_\_\_

Service: \_\_\_\_\_ Years' Experience: \_\_\_\_\_

Service: \_\_\_\_\_ Years' Experience: \_\_\_\_\_

  
\_\_\_\_\_  
Signature

2/22/2024  
\_\_\_\_\_  
Date

## 9. Services licensed by DBHDS in Virginia

- ID Group Home An intellectual disability residential group home service for adults 058-01-002
- ICF-ID Group Home An intellectual disability residential service providing ICF/IID services for adults 58-01-005 P
- ID Supervised Living An intellectual disability supervised living residential service for adults 58-01-011
- MH Supervised Living A residential service providing a MH supervised living program for adults 58-01-012
- ID Day Support An intellectual disability day support service for adults 058-02-006
- ID Day Support An intellectual disability non-center based day support for adults 058-02-008
- Mental Health Skill Building A MH community support service for adults with serious mental illness 58-03-001 ID
- Supportive In-Home An intellectual disability supportive in-home service for adults 058-03-01

Above services are 30 + years experience with the exception of our day services and in home service where we have 10+ years experience.

10. Supportive In-Home An intellectual disability supportive in-home service for adults 058-03-01  
Provided to LIHTC since July 2022, but like experience for 40+ years.

# Commonwealth of Virginia

Department of Behavioral Health and Developmental Services

*Pursuant to Title 37.2 of the Code of Virginia  
and  
The Rules and Regulations for Licensing Providers by the  
Department of Behavioral Health and Developmental Services*

**A License is hereby granted to**

CRI  
14160 Newbrook Drive  
Chantilly, VA 20151

**to maintain and operate**

SEE ADDENDUM FOR LISTING OF LICENSED SERVICES

LICENSE AS: A PROVIDER OF DEVELOPMENTAL DISABILITY, MENTAL HEALTH, AND  
SUBSTANCE ABUSE SERVICES.

STIPULATIONS:

*This TRIENNIAL license is for the period beginning FEBRUARY 01, 2024 through  
JANUARY 31, 2027 subject however to revocation for justifiable cause.*

**License Number: 058**

By



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**Nelson Smith  
COMMISSIONER**



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**Jae Benz  
DIRECTOR, OFFICE OF LICENSING**

## MEMORANDUM OF UNDERSTANDING (MOU)

### COMMUNITY RESIDENCES, INC. DBA CRI

AND

### COMMONWEALTH LOFTS 9

#### 1.0 Purpose

The purpose of this Memorandum of Understanding is to establish a collaborative partnership between Community Residences, Inc (“CRI”), Commonwealth Lofts 9, LLC, collectively known as the “Parties.” This collaborative partnership will provide affordable housing and tenancy support services to individuals with developmental disabilities<sup>1</sup> and/or serious mental illness (DD/SMI) in accordance with the principles of and evidenced-based practices for permanent support housing (PSH). The Parties are committed to a “housing first” approach that provides access to low-barrier housing and voluntary services tailored to ensure individuals remain housed, supported and successful in Low Income Housing Tax Credit (LIHTC) properties.

#### 2.0 SCOPE OF AGREEMENT

**2.01 Background & Intent.** Virginia Housing<sup>2</sup> modified its LIHTC Program Qualified Allocation Plan in 2015 to establish a first leasing preference in LIHTC properties for households with developmental disabilities (I/DD). The first leasing preference gives approved target populations priority in leasing available units at a LIHTC property. The plan was amended again in 2019 to expand the target population for this leasing preference to include:

*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 units in the development at any given time.*

Virginia Housing currently has memoranda of understanding with the Virginia Department of Behavioral Health and Developmental Services (DBHDS) for two

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<sup>1</sup> The term “developmental disabilities” is inclusive of both intellectual disabilities and developmental disabilities.

<sup>2</sup> Virginia Housing (formerly known as Virginia Housing Development Authority) is a self-supporting, not-for-profit organization created by the Commonwealth of Virginia in 1972 to help Virginians attain quality, affordable housing. Virginia Housing provides mortgages, administers the Low Income Housing Tax Credit (LIHTC) program in Virginia, and administers the Housing Choice Voucher Program in designated areas of the Commonwealth.

target populations: adults with developmental disabilities and adults with serious mental illness (SMI). Section 2.02 of this MOU defines the criteria for each target population.

This MOU memorializes the commitment of the Parties to pledge to increase the DD and SMI populations' access to independent housing in the community in accordance with the community living options provisions of the Department of Justice Settlement Agreement with the Commonwealth of Virginia (for those with a developmental disability), the Americans with Disabilities Act and the Olmstead v L.C. decision.

**2.02 Goals:** The Parties endeavor to provide permanent supportive housing (PSH) through a partnership that provides affordable rental housing and tenancy support services for five (5) individuals in a manner which maintains high fidelity with PSH principles and evidence-based practices. The Virginia DBHDS Permanent Supportive Housing Fidelity Assessment<sup>3</sup> ("PSH Fidelity Assessment") outlines the performance measures used to track progress toward operating a high fidelity PSH program across specific domains and sub-domains.

**2.03 Target Population.** Individuals must meet the criteria below for the DD or SMI subpopulation to be eligible for tenancy support services under this MOU ("eligible individuals").

**Developmental Disabilities:** an adult age 18 or older with a developmental disability as defined by the Code of Virginia who is at or below 50% of the Area Median Income (AMI) and does not live with a parent, grandparent or guardian. The adult must be in one of the following categories:

- transitioning from a skilled nursing facility, an intermediate care facility, a state training center, a group home or other congregate setting and functionally eligible for a Developmental Disabilities Waiver;
- receiving Building Independence (BI), Family and Individual Supports (FIS) or Community Living (CL) Waiver services; or
- determined eligible for and currently on a waitlist for the BI, FIS or CL Waiver.

**Serious Mental Illness:** an adult age 18 or older with Serious Mental Illness (SMI) who is at or below 50% of the AMI. The adult must be in one or more of the following categories:

- a patient in a state psychiatric facility;
- a resident of a supervised residential setting (e.g., assisted living facility, group home) who wants to live more independently;
- a person experiencing chronic homelessness (as defined by the U.S. Department of Housing & Urban Development (HUD) or who is literally homeless and at risk of becoming chronically homeless; and/or
- a person who is unstably housed and a frequent user of hospital or criminal justice

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<sup>3</sup> The Virginia DBHDS Permanent Supportive Housing Fidelity Assessment is available on the DBHDS MS Teams Channel "TM-DBHDS-OCH-LIHTC-General"

system interventions.

**2.04 Number to Be Served:** The Parties agree to offer tenancy support services to 5 eligible individuals at Commonwealth Lofts 9 LIHTC properties, as set forth in Exhibit A (“covered properties”). CRi will provide tenancy support services. Eligible individuals must be in a target population identified in Section 2.03 and must be applying to rent or currently renting a unit in one of the covered properties. Eligible individuals who accept tenancy support services at a covered property are known as “Participants.” Participants are not required to reside in a unit that has a leasing preference for the target population provided the Participant meets the eligibility criteria in Section 2.03 and all Parties agree.

Should the Parties reach service capacity of five (5) CRi will establish and maintain a waiting list for tenancy support services and offer these services as additional capacity becomes available. CRi will develop and implement a system for prioritizing individuals on the waitlist. Additionally, CRi will inform individuals on the waitlist about alternative supports that they might access while on the waitlist.

### **3.0 ROLES & RESPONSIBILITIES OF THE PARTIES**

#### **3.01 CRi**

CRi is a provider of residential supportive services to the target population in the northern Virginia region. CRi’s role in this MOU is to make tenancy support services available to Participants who are applying to rent in or currently renting a unit in a covered property. CRi will perform the following responsibilities in this role:

- a) conduct outreach to individuals in the target population, including those CRi identifies and those referred by Paradigm Management II, LP staff;
- b) coordinate engagement efforts with 5 to encourage target population participation in CRi tenancy supports;
- c) screen referrals for target population eligibility;
- d) enter into participation agreements with eligible individuals who desire to receive tenancy supports;
- e) complete assessments focusing on housing and support needs for eligible Participants;
- f) develop Individual Service Plans (ISPs) for Participants;
- g) create and maintain a recordkeeping system for Participant case files (e.g., Credible);
- h) assist Participants with accessing rent assistance, leasing preferences (via DBHDS) and other financial assistance needed to obtain housing;
- i) provide individualized pre-tenancy supports described in Exhibit B in collaboration with other agencies and natural support persons involved with Participants (e.g., CSB Case Management or Support Coordination, family, or other service providers);
- j) provide tenancy supports described in Exhibit B in accordance with the ISP, including regular home visits with Participants;

- k) link Participants to other services and resources that will help maintain housing stability (e.g., substance abuse treatment, mental health treatment, Medicaid Waiver home and community-based services, vocational training or rehabilitation, transportation, benefits, SNAP, heating/cooling assistance, etc.);
- l) support Participants with requesting reasonable accommodations that will improve housing access and housing stability;
- m) respond promptly to Participants who experience crises that could result in the loss of housing and provide supports to resolve these crises through coordinating with Paradigm Management II, LP staff;
- n) assist Participants with moving on to other housing options when applicable;
- o) administer performance measurement tools and track performance outcomes; and
- p) share data with Paradigm Management II, LP for joint analysis to establish baseline performance and measure progress toward desired PSH outcomes.

### **3.02 Paradigm Management II, LP**

Paradigm Management II, LP, provides property management services in properties developed for Commonwealth Lofts 9, LLC. Paradigm Management II, LP role is to fill unit vacancies, collect rent, enforce lease provisions, perform maintenance and repairs, prepare units for re-rental, and provide asset management for Commonwealth Lofts 9, LLC properties. Paradigm Management II, LP will perform the following responsibilities in these roles:

- a) market covered properties to prospective applicants in the target population and share marketing materials with DBHDS & CRi for use in their outreach efforts;
- b) notify CRi of the availability of leasing preference slots;
- c) refer applicants/tenants who may be in the target population and who need assistance with pre-tenancy or tenancy supports to CRi;
- d) accept rental applications, screen applicants and notify applicants of application decisions in accordance with the property's tenant selection plan;
- e) prepare and execute leases and related tenancy documents;
- f) collect rent;
- g) promote lease adherence and address lease violations in consultation with CRi tenancy support specialists;
- h) inspect units;
- i) arrange routine maintenance and coordinate unit and property repairs;
- j) perform recertifications to verify tenants are eligible for continued occupancy in consultation with CRi tenancy support specialists;
- k) review/process reasonable accommodation requests in consultation with CRi tenancy support specialists;
- l) track occupancy of units with LIHTC leasing preferences;
- m) coordinate with CRi staff to address and help resolve Participant crises that could result in the loss of housing; and
- n) share property management data with CRi on a mutually agreed upon schedule for joint analysis to establish baseline performance and measure progress toward desired PSH outcomes.

## 4.0 DELIVERABLES

The Parties commit to producing the following tangible deliverables during the term of this MOU:

### 4.01 Paradigm Management II, LP will deliver/provide:

- a) marketing materials and/or information about each covered property for CRi. These materials will be made available prior to pre-leasing for vacant properties and at unit turnover for occupied properties;
- b) 5 units with leasing preferences across Commonwealth Lofts 9, LLC properties located in northern Virginia, as set forth in Exhibit A;
- c) an answering service for Participant and property emergencies which Participants and CRi can access during non-business hours;
- d) written procedures for requesting and processing reasonable accommodation and modification requests;
- e) a standardized tenant selection plan that includes procedures for using limited criminal background screenings and conducting individualized assessments per the Virginia Department of Professional and Occupational Regulation's Model Policy for Tenant Screening; and
- f) reports, provided on a mutually agreed schedule, containing data on:
  - i. Participant move-in dates
  - ii. Participant move-out dates
  - iii. number of Participants who obtain leases
  - iv. number of Participants who maintain leases for the full lease term
  - v. number of remediable and non-remediable lease violation notices issued to Participants
  - vi. number of Participants who have full evictions completed by the local Sheriff
  - vii. number of Participants who pay monthly rent on time and in full

### 4.02 Paradigm Management II, LP will deliver/provide:

- a) community and/or office space at covered properties which is made available for tenancy support activities, as set forth in Exhibit A;
- b) rules for CRi access and use of community and/or office space; and
- c) relevant reports, provided on a mutually agreed schedule

### 4.03 CRi will deliver:

- a) A Housing Specialty Care (HSC) Team comprised of a Coordinator, Case Manager and Tenant Support Specialists. The Coordinator and Case Manager will support Participants in the target population across all covered properties. The Tenant Support Specialists will be assigned a cluster of covered properties ("hubs") and have a caseload capacity of individuals.
  - i. the Coordinator will ensure services are delivered as designed and expected within the contract and will conduct outreach, networking and overall supervision and management of the program.

- ii. the Case Manager will conduct screenings and assessments, support Participants in their initial connections with specific covered properties during the pre-tenancy phase of the program, develop ISPs, and complete all relevant eligibility recertification processes required in consultation with Paradigm Management II, LP staff at the covered properties.
- iii. The Tenant Support Specialists will deliver customized pre-tenancy and tenancy supports to Participants at the covered properties in accordance with their needs and the terms of their ISPs. See Exhibit B for a description of pre-tenancy and tenancy supports. The specialists focus on skills training and helping Participants engage with their neighbors and their community.

## **5.0 COMMUNICATION**

The Parties pledge to implement the following strategies to facilitate interagency communication that supports the goals of this MOU:

**5.01 Multi-Agency Consent to Exchange Information:** All Parties agree to adopt a multi-agency consent form that Participants must sign in order for the Parties to exchange information needed to assist Participants with accessing and maintaining housing and services, should it be deemed helpful (see approved consent form in Exhibit C).

**5.02 Interagency staff meetings:** Regular and special interagency staff meetings will occur among the Parties' staff on a mutually agreeable schedule to discuss Participant issues that may affect their ability to obtain or maintain housing, interagency communication and role coordination, joint training needs and plans, data collection efforts, and management or operational concerns that affect the delivery of PSH.

**5.03 On-call property management and tenancy supports:** CRi staff will provide a 24/7 on call phone number to Participants as well as to Paradigm Management II, LP in the event of a Participant emergency. Paradigm Management II, LP staff will provide on hours and after hours emergency contact phone numbers to CRi staff for Participant or property emergencies.

**5.04 Interacting with media:** In the event of a Participant or property emergency or other instance involving unplanned media attention, both CRi and Paradigm Management II, LP will direct all inquiries to their respective CEO/Executive Director.

## **6.0 TERMS & CONDITIONS**

The Parties agree to the following terms and conditions:

**6.01 Performance Expectation.** Each Party pledges in good faith to go forward with this MOU and to further the goals and purposes of this MOU, subject to the terms and conditions of this MOU.

**6.02 Term.** This MOU shall be in effect upon signature by both Parties. It will be implemented upon award of a Virginia 9% LIHTC Award. The MOU will be reviewed annually by both parties and renewed for an additional 24-month period unless

amended or terminated in writing as provided below.

**6.03 Modifications.** This agreement may be amended by mutual consent of the Parties, provided all changes are incorporated in written, signed amendments to this MOU at least thirty (30) days prior to the effective date of such changes.

**6.04 Suspension/Termination.** Either Party may suspend or terminate this MOU, subject to the conditions below, by giving the other Party sixty (60) days prior written notice.

**6.05 For Cause.** Either Party may suspend or terminate this MOU for cause in the event the other Party fails to perform any material obligation required of it pursuant to this MOU; provided, the non-breaching Party first gives notice to the other Party of the breach with reasonable detail and the opportunity to cure the breach within thirty (30) days after the date of the notice. Should the breach not be cured within such time period, the non-breaching Party shall promptly confirm its suspension or termination of the MOU in writing to the other Party.

**6.06 For Inability to Perform.** The Party wishing to suspend or terminate this agreement because it is unable to perform as provided under this MOU shall give the other Party sixty (60) days prior written notice of its intent to suspend or withdraw from the MOU. The suspending/terminating Party shall remain subject to all terms and conditions of this MOU until the sixty (60) day period has elapsed, unless a shorter period is agreed upon by the Parties.

**6.07 Dispute resolution.** The primary contacts for the Parties shall attempt to resolve disputes through good faith discussions. If resolution is not achieved, negotiations may be required between the Parties.

**6.08 Authorities.** Nothing contained herein shall be deemed to provide authority in one Party to bind another to any contract or to create liability to another Party.

Furthermore, one Party shall not assign, sublet, or subcontract any work related to this agreement or any interest it may have herein without the prior written consent of the other Party.

Furthermore, nothing contained herein will create a financial obligation by one Party to the other and no funds will be exchanged by one Party with the other for its performance of the terms of this MOU.

**6.09 Compliance with existing statutes, and regulations.** Nothing in this MOU shall be construed to authorize or permit any violation of any federal, state or local law and/or regulation.

**6.10 Confidentiality.** According to the Code of Federal Regulations, 42 CFR, Part 2; the Health Insurance Portability and Accountability Act (HIPAA); and relevant Federal and

State statutes pertaining to confidentiality of records, whenever and wherever required by such regulation or law, all Participant specific information shall be provided by one Party to the other only with the expressed written and informed consent of the Participant. All Parties agree to implement procedures to fully comply with all relevant terms of 42 CFR, Part 2. All Parties agree to institute reasonable and appropriate procedures for safeguarding Participant identifying information when reviewing, storing and processing any information pertaining to any shared Participants. Individual situations and cases will be discussed among collaborators on a "need to know" basis and facilitators will work cooperatively to ensure that this is honored.

**6.11 Nondiscrimination.** There shall be no discrimination of any person or group of persons on account of race, color, creed, religion, sex, marital status, sexual orientation, age, handicap, ancestry or national origin in the operation of the project.

**6.12 Severability.** In the event any provision of this MOU shall be found to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the validity, legality and enforceability of the remainder of the Agreement.

**6.13 Representation/Relationship.** Neither Party's staff shall hold themselves out as employees or agents of the other. No Party shall withhold on behalf of the employees of another, any sums for income tax, unemployment insurance, social security or any other withholding or benefit pursuant to any law or requirement of any governmental body. Nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, a joint venture relationship, or to allow the Parties to exercise control over one another or the manner in which their employees or agents perform the services which are the subject of this Agreement.

**6.14 Liability.** Neither Party to this MOU shall be liable for any damages, liabilities, judgments, attorney's fees, settlements, or other expenses arising out of claims for the negligent acts or omissions of the other party. To the extent permitted by Virginia law, each Party shall be responsible for the actionable errors, acts, and omissions of its agents, volunteers and/or employees, causing loss or harm to persons not a party to this MOU, as well as the other Party. Notwithstanding the foregoing, nothing herein shall be construed to impair or abrogate a Party's governmental immunity pursuant to Virginia law.

**6.15 Parties to this MOU.** This agreement is not intended to and shall not confer upon any other person or business entity, other than the Parties hereto, any rights or remedies with respect to the subject matter of this Agreement.

## **7.0 NOTICES**

All notices and other communications regarding this MOU shall be in writing and shall be hand delivered, sent by fax or scanned and sent by email, and a duplicate copy transmitted by another method of delivery authorized hereunder, sent by certified first class mail, postage prepaid, or sent by nationally recognized express courier service. Such notices and

other communications shall be effective upon receipt if hand-delivered, sent by fax or scanned and sent by email (with a duplicate copy transmitted by another method of delivery authorized hereunder), five (5) days after mailing if sent by mail, and one (1) day after dispatch if sent by express courier, to the primary contacts at the addresses and or fax numbers in Section 8.0.

## **8.0 PRIMARY CONTACTS**

The Parties intend that the work under this MOU shall be carried out in the most efficient manner possible. To that end, the Parties intend to designate individuals that will serve as primary contact between the Parties. The Parties intend that, to the maximum extent possible and unless otherwise approved by the other Party, all significant communications between the Parties shall be made through the primary contacts. The designated primary contacts for the Parties are:

### **CRI:**

Heidi Scalzott,  
Business Development Manager  
Newbrook Drive, #100  
Chantilly, VA 20151  
(703)-842-2365  
[HScalzott@MyCRi.org](mailto:HScalzott@MyCRi.org)

### **For Commonwealth Lofts 9, LLC:**

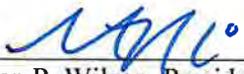
Stephen P. Wilson  
President – Virginia Office  
c/o SCG Development Partners, LLC  
8245 Boone Blvd., Suite 640  
Tysons Corner, VA 22182  
(703) 942-6610  
[SPW@scgdevelopment.com](mailto:SPW@scgdevelopment.com)

This Agreement, together with any attachments hereto and any amendment or modification that may hereafter be agreed to by the Parties in writing, constitutes the entire understanding between the Parties with respect to the subject-matter hereof and supersedes any and all prior understandings and agreements, oral or written, relating hereto.

The Parties hereby agree to the foregoing Memorandum of Understanding, which shall be effective immediately upon ratification by the signatories listed below.

**For Commonwealth Lofts 9, LLC**  
**By: Commonwealth Lofts 9 MM, LLC**  
**By: SCG Development Partners, LLC**  
**By: SCG Development Manager, LLC**

**By: SCG Capital Corp.**

  
\_\_\_\_\_  
Stephen P. Wilson, President – Virginia Office    Date

2/22/2024  
\_\_\_\_\_

**For CRi**

  
\_\_\_\_\_  
Justin Zakia (Feb 21, 2024 13:16 EST)  
Justin Zakia, President and CEO

02/21/2024  
\_\_\_\_\_ Date

**EXHIBIT A  
Commonwealth Lofts 9 PARTICIPATING PROPERTIES**

Covered Property Name	Hub	Leasing Preference Slots	Community/Office Space for CRi Use
Commonwealth Lofts 9		5	On site

*\* These properties have agreed to expand their leasing preference to include the SMI target population and are awaiting approval by Virginia Housing.*

**EXHIBIT B**  
**DESCRIPTION OF CRi PRE-TENANCY AND TENANCY SUPPORTS**

Pre-tenancy supports focus on supporting individuals to access housing. Assistance may include but is not limited to:

- a) assessing Participants' housing needs
- b) providing Participants referrals to community services
- c) completing paperwork to connect Participants to services and to maintain services
- d) building Participants' awareness of and access to safe, affordable housing options
- e) supporting Participants to apply for rental assistance
- f) supporting Participants to apply for and lease units at covered properties
- g) helping Participants secure identification and other documents necessary to qualify for rental assistance and rental housing, and to lease housing
- h) providing Participants ongoing assistance with housing barrier removal and assisting them with requests for reasonable accommodations
- i) facilitating Participants' access to transportation to see units
- j) assisting Participants to search for housing that meets their needs
- k) completing housing applications with Participants
- l) walking Participants through units prior to move-in and helping them complete move-in inspections
- m) referring Participants to resources to pay for housing costs
- n) reviewing the lease with Participants so they understand rent payment, damages, termination, and occupancy terms
- o) accompanying or meeting Participants for lease signing
- p) assisting Participants to secure household goods and furniture
- q) supporting Participants to set up utilities and renter's insurance
- r) assisting Participants with moving client into housing
- s) orienting Participants to the features, amenities, and equipment in apartment unit, t
- t) orienting Participants to the amenities, services and resources in their apartment building and their community

Tenancy support services focus on assisting Participants with maintaining housing. Services and supports may include:

- a) ongoing assistance to qualify Participants for housing, including initial eligibility determinations, eligibility recertifications, and lease renewals
- b) ongoing assistance with making requests for reasonable accommodations and modifications
- c) developing individualized housing goals and support plans with Participants that are reviewed and updated annually
- d) training to develop Participants' independent living skills and ongoing support to utilize these skills (e.g., grocery shopping, laundry, housekeeping, budgeting, cooking, reading/responding to mail, etc.)
- e) early identification of Participant behaviors that may jeopardize housing and intervention to restore housing stability
- f) educating Participants about the role, rights and responsibilities of tenants and landlords, including periodic reviews of lease terms and provisions
- g) assisting Participants to communicate effectively with property management staff
- h) helping Participants' navigate access to services and community resources
- i) linking Participants to culturally responsive/specific service

- j) supporting and motivating Participants
- k) connecting Participants to representative payee services
- l) completing paperwork to connect Participants to benefits, services and resources to help Participants maintain benefits, services and resources
- m) reauthorizing services quickly to prevent crises
- n) teaching and supporting Participants to develop budgets and rental payment plans
- o) teaching Participants to manage utilities
- p) engaging and maintaining relationships with landlords (to manage crises, resolve housing issues, respond to landlord concerns, etc.)
- q) arranging transportation resources
- r) assisting with obtaining home furnishings and supplies
- s) inspecting units during occupancy to see if there are any developing issues
- t) orienting Participants to their apartments and the property
- u) teaching residents to navigate their community
- v) advocating to prevent eviction and assist with rental assistance appeals
- w) rehousing Participants in difficult circumstances
- x) establishing a routine with meaningful activities
- y) developing natural supports and a community with neighbors
- z) assisting Participants with establishing social boundaries
- aa) assisting Participants to feel safe in the home
- bb) teaching Participants to advocate for themselves
- cc) coaching Participants to modify behaviors that could endanger their housing

**EXHIBIT C**

*Multi consent will be added if deemed necessary.*

# Commonwealth Lofts 9 - MOU

Final Audit Report

2024-02-21

Created:	2024-02-21
By:	Ronald George (rgeorge@mycri.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAALfHhUsNloufs8Ust21mFHs_jXdR5zhu

## "Commonwealth Lofts 9 - MOU" History

-  Document created by Ronald George (rgeorge@mycri.org)  
2024-02-21 - 5:50:50 PM GMT
-  Document emailed to jzakia@mycri.org for signature  
2024-02-21 - 5:52:56 PM GMT
-  Email viewed by jzakia@mycri.org  
2024-02-21 - 6:15:38 PM GMT
-  Signer jzakia@mycri.org entered name at signing as Justin Zakia  
2024-02-21 - 6:16:25 PM GMT
-  Document e-signed by Justin Zakia (jzakia@mycri.org)  
Signature Date: 2024-02-21 - 6:16:27 PM GMT - Time Source: server
-  Agreement completed.  
2024-02-21 - 6:16:27 PM GMT



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Acrobat Sign

# **Tab T:**

Funding Documentation



## Loudoun County, Virginia

[www.loudoun.gov](http://www.loudoun.gov)

Office of the County Administrator

1 Harrison Street, S.E., MSC #2, 5th Floor, P.O. Box 7000, Leesburg, VA 20177-7000

Telephone (703) 777-0200 • Fax (703) 777-0325 • [coadmin@loudoun.gov](mailto:coadmin@loudoun.gov)

March 6, 2024

Virginia Housing Development Authority  
601 South Belvidere Street  
Richmond, Virginia 23220-65A0

Re: Financing Commitment, Commonwealth Lofts 9, LLC

Ladies and Gentlemen:

The Board of Supervisors of Loudoun County (the "County" or the "Board") on February 20, 2024 approved and hereby issues its commitment (the "Commitment") to make a permanent loan ("Loan") in the principal amount of \$7,570,981 to Commonwealth Lofts (the "Project") to be used to support both of the Commonwealth Lofts 9, LLC ("9% Loan") and the Commonwealth Lofts 4, LLC ("4% Loan") with \$4,144,328 to support the 9% Loan, and \$3,426,653 to support the 4% Loan. All necessary underwriting and approvals of the County with regard to the final amount of the 9% Loan and the 4% Loan have been met, and the updated breakout is affirmed. The total loan funds committed by the County are \$7,570,981.

The Loan will be a subordinate note. The payment of principal and interest shall be made from available cash flow. The Loan will bear interest at a fixed rate of 2.0%, and its term will be 40 years.

Commonwealth Lofts 9, LLC will comply with all requirements and restrictions in its application for financing from the Virginia Housing. The County hereby consents to reliance on this Commitment by the Virginia Housing in connection with their review of the application for a reservation of Low Income Housing Tax Credits for the Project.

We are looking forward to working with you.

Tim Hemstreet  
County Administrator

Approved as to Form:

  
Belkys Escobar, Deputy County Attorney

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**MEMORANDUM**  
**OFFICE OF THE COUNTY ATTORNEY**  
**LOUDOUN COUNTY, VIRGINIA**

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DATE: February 28, 2024  
TO: Tim Hemstreet, County Administrator  
FROM: Belkys Escobar, Deputy County Attorney   
SUBJECT: Old Arcola School Apartments and Commonwealth Lofts (“the Affordable Housing Projects”)

Attached please find the Resolutions approved by the Board on February 20, 2024 regarding loans to the Affordable Housing Projects referenced above. Your signature as Clerk to the Board is required, as well as the signature of the Chair of the Board, Mrs. Randall. Submission of these resolutions is required for the developers to include in their respective LHITC 9% competitive applications to Virginia Housing Development Authority, by March 14, 2024. Due to the short period of time through March 14, I would very much appreciate the assistance of your staff with execution by Chair Randall.

Please let me know if you have some questions or issues. Thank you.

**RESOLUTION OF THE BOARD OF SUPERVISORS OF LOUDOUN COUNTY  
VIRGINIA APPROVING A LOAN FOR COMMONWEALTH LOFTS**

WHEREAS, on August 12, 1997, the Board of Supervisors (the “Board”) established the County of Loudoun Housing Trust (the “Trust”), granting authority to the Board, as Trustee, to spend monies in the Trust to further the provision of Affordable Dwelling Units (“ADUs”) as set forth in Chapter 1450 of the Codified Ordinances of Loudoun County (“Chapter 1450”) and further authorizing the Board to amend the Trust as it deems necessary, provided such amendment is consistent with the purpose of the Trust to further the provision of affordable housing in Loudoun County; and

WHEREAS, on October 12, 2016, the Board amended Article 7 of the Loudoun County Zoning Ordinance (“Article 7”) to allow a developer to satisfy ADU requirements by providing Affordable Housing Units in lieu of ADUs; pursuant to Article 8 of the Zoning Ordinance, an “Affordable Housing Unit” (“AHU”) is defined as a unit for rent or for sale developed pursuant to certain specified Virginia Housing Development Authority (currently known as Virginia Housing, “VHDA”) or United States Department of Housing and Urban Development (“HUD”) programs; and

WHEREAS, on July 20, 2017, the Board amended the Trust to authorize the Board, as Trustee, to grant loans from the Trust to help finance AHUs in a particular development in excess of the minimum number of units necessary to satisfy ADU Program requirements pursuant to Article 7 of the Zoning Ordinance; and

WHEREAS, Commonwealth Lofts 9, LLC and Commonwealth Lofts 4, LLC (each the “Borrower”, as applicable) represented by SCG Development Partners, LLC, a for-profit housing developer (“SCG”), have requested the Board to approve an aggregate loan from the Trust for an amount not to exceed \$7,570,981 (collectively, the “Loan”), expected to be allocated as follows: \$3,423,226 to Commonwealth Lofts 9, LLC (“9% Loan”) and \$4,147,755 to Commonwealth Lofts 4, LLC (“4% Loan”). The Loan will be subordinated financing and will be included as part of the VHDA application for Low Income Housing Tax Credits (“LIHTC”) under the category of a “hybrid” financing structure – applying for both the 9% competitive VHDA LIHTC to be submitted in March 2024 and the 4% non-competitive VHDA LIHTC and tax-exempt bonds in July 2024. The Loan will be used in order to construct and develop a 100% AHU multifamily rental development located proximate to Route 7 and Loudoun County Parkway, in the Broad Run Election District, consisting of two separate developments for tax credit purposes, developed and operated as a single community (individually, the “4% Project” and “9% Project” and collectively, the “Project”); and

WHEREAS, the Board has determined that the proposed Loan would further the stated goal of the Trust to advance the provision of affordable housing in Loudoun County.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF LOUDOUN COUNTY, VIRGINIA:

1. The Board approves a loan amount not to exceed \$7,570,981 from the Trust, to be used for either the 9% Loan or the 4% Loan or both, provided that any changes to the allocation outlined herein will be subject to the underwriting and approval of the County in its reasonable discretion. The proposed allocation is as follows: \$3,423,226 to Commonwealth Lofts 9, LLC (9% Loan) and \$4,147,755 to Commonwealth Lofts 4, LLC (4% Loan). Each of the 9% Loan and the 4% Loan will be subject to the following conditions, as applicable:

- a) Commonwealth Lofts 9, LLC is awarded the 9% competitive VHDA LIHTC, construction loan, and other VHDA program funding for the 9% Project in the VHDA competitive process; and
- b) Commonwealth Lofts 9, LLC obtains funding for the 9% Project, excluding the 9% Loan, in the approximate amount of \$19,290,230 which is the source amount needed for the 9% Project from other sources different from the County as indicated in the Commonwealth Lofts 9, LLC Schedule of Sources and Uses of Funds provided to the County, and is the amount of funding the Board took into consideration when calculating the amount of the 9% Loan and the gap financing of the 9% Project to be covered by the 9% Loan; and
- c) Commonwealth Lofts 4, LLC is awarded the 4% non-competitive VHDA LIHTC, tax-exempt bonds, and other VHDA program funding for the 4% Project; and
- d) Commonwealth Lofts 4, LLC obtains funding for the 4% Project, excluding the 4% Loan, in the approximate amount of \$14,790,839, which is the source amount needed for the 4% Project from other sources different from the County as indicated in the Commonwealth Lofts 4, LLC Schedule of Sources and Uses of Funds provided to the County, and is the amount of funding the Board took into consideration when calculating the amount of the 4% Loan and the gap financing of the 4% Project to be covered by the 4% Loan; and
- e) Commonwealth Lofts 9, LLC and Commonwealth Lofts 4, LLC shall continue searching in the market for any new financing opportunities or additional sources to reduce the Loan and inform the County on a quarterly basis of the organizations/entities/programs contacted and responses received. Any source of funding obtained by Commonwealth Lofts 9, LLC and Commonwealth Lofts 4, LLC in addition to the financing referenced in Section (1)(c) above (e.g. additional funding resulting from the Affordable and Special Needs Housing funds, and Federal Home Loan Bank of Atlanta and/or other sources), shall, to the extent permissible under the applicable funding program: (i) first, be applied to any Project cost overruns, and (ii) second, if the applicable Project's sources exceed its respective costs as evidenced by the final cost certification for the applicable Project, on a pro rata basis to pay the principal amount of the Loan or accrued but unpaid interest consistent with the repayment terms in Section (1)(o) while maintaining compliance with VHDA regulations, except that for the 4% Loan, repayment shall apply in this instance before Year 16; and
- f) At the beginning and at the end of construction of the applicable Project, each of Commonwealth Lofts 9, LLC and Commonwealth Lofts 4, LLC shall submit to the County evidence of the bid and of the actual cost of development and construction of the applicable Project and of any cost savings. Any net savings to the applicable Project calculated after the final cost certification and taking into account any adjustments to the investor capital contributions shall be used to repay the Loan consistent with the pro rata repayment terms in Section (1)(o), except that repayment of the 4% Loan shall apply in this instance before Year 16; and

- g) Commonwealth Lofts 9, LLC and Commonwealth Lofts 4, LLC can only use the Loan to pay for construction of affordable housing units within the Project (“Approved Use of the Loan”), and shall not use the Loan to pay for operating expenses, social services, project reserves, hard or soft cost contingencies, developer fees, pre-development costs, builder’s profit or overhead, architect administration, syndication related costs, construction management fees, development/financing consultant fees or fees for other non-development related services, or financing fees; and
- h) Within 15 days of receipt of final third-party debt and equity commitments, Commonwealth Lofts 9, LLC and Commonwealth Lofts 4, LLC shall submit to the County the budget, pro-forma and schedule of sources and uses for the applicable Project; and
- i) The amount of the Loan will be disbursed by an escrow account agent pursuant to an escrow account agent agreement approved by VHDA, if required, the County, and Commonwealth Lofts 9, LLC and Commonwealth Lofts 4, LLC, as applicable, only for the Approved Use of the Loan, and in accordance with final schedule of sources and uses approved by VHDA, the County and Commonwealth Lofts 9, LLC and Commonwealth Lofts 4, LLC; and
- j) Commonwealth Lofts 9, LLC and Commonwealth Lofts 4, LLC shall grant and record in the Loudoun County land records 60-year affordability restrictive covenants, approved by the County, that run with the land on the Project for the benefit of the County; and
- k) Commonwealth Lofts 9, LLC and Commonwealth Lofts 4, LLC shall grant a right of first refusal to the Board to purchase each of the 4% Project and 9% Project, or a portion of it, in accordance with the right of first refusal agreement with the County, in the event that the Project, or a portion of it, is transferred, sold or refinanced;
- l) Recordation of Homeowners Association/Condominium Declaration(s), as applicable, shared use or development agreement, and/or granting of easement, as applicable, to allow tenants of the Project to use, at no additional cost to such tenant, the common, social and recreational common facilities, including but not limited to swimming pool, fitness center, community center, trails and sidewalks (the “Active Recreation Space”) at the Project; and
- m) Commonwealth Lofts 9, LLC and Commonwealth Lofts 4, LLC shall provide in-unit Wi-Fi to the residents of the Project, at no additional cost to the tenants; and Commonwealth Lofts 9, LLC and Commonwealth Lofts 4, LLC shall provide on-site resident services to residents of the Project, at no additional cost to the tenants; and
- n) Commonwealth Lofts 9, LLC and Commonwealth Lofts 4, LLC shall include this Resolution when requesting proposals from lenders and/or investors, including equity investors. No terms negotiated between Commonwealth Lofts 9, LLC and Commonwealth Lofts 4, LLC and other parties shall violate this Resolution; and
- o) The following terms apply to each of the 4% and 9% Loan:
  - A) Interest Rate: Fixed rate of interest of 2.0% per year;
  - B) Repayment of the 9% Loan: The 9% Loan should be fully repaid no later than Year 36 of the 9% Loan by using certified cash flow of the 9% Project as follows: 75/25% of certified cash flow, split between the County and Commonwealth Lofts 9, LLC until Year 36 of the 9% Loan or such time upon full repayment of the 9% Loan. If in the last year of the 9% loan term there is still outstanding loan principal and interest, Commonwealth Lofts 9, LLC shall be required to pay a balloon payment equivalent to the remaining loan principal and interest;

C) Repayment of the 4% Loan: The 4% Loan should be fully repaid no later than Year 40 of the 4% Loan by using certified cash flow of the Project as follows: 75/25% of certified cash flow split beginning in Year 16 until Year 40, or such time upon the full repayment of the 4% Loan. If in the last year of the loan term there still outstanding loan principal and interest, Commonwealth Lofts 4, LLC shall be required to pay a balloon payment equivalent to the remaining loan principal and interest;

D) Annual cash flow (aka residual receipts) to be certified by approved accountant and calculated as cash flow from operations available after payment of primary debt. Interest paid first with each annual payment. Any remaining cash applied to reduce principal. Any annual interest due, but not fully paid, will carry over to the following year, but will not compound;

E) Cash flow (aka residual receipts) means for each fiscal year, the total gross revenues for such fiscal year plus any amounts released from Project's reserve or escrow account as no longer being necessary to be held as part of such reserve or escrow account, minus the sum of the fiscal year (a) total senior lender debt service payments, (b) total approved operating expenses, (c) payments by Commonwealth Lofts 9, LLC and Commonwealth Lofts 4, LLC, as applicable, into the required VHDA capital replacement and/or VHDA required operating reserve, and (d) VHDA monitoring fee payment, if any. Within the compliance period as set forth by VHDA, the applicable owner may use an amount to be released from the applicable Project's reserve or escrow account to pay the deferred developer fee; and

F) Loan secured by separate promissory notes secured by separate deeds of trust on the land acquired for the applicable Project plus improvements owned by Commonwealth Lofts 9, LLC and Commonwealth Lofts 4, LLC, as applicable; the respective note and deed of trust to be subordinated to the applicable Project's primary construction lenders' loan and/or the applicable permanent loan for the Project; at all times with a secured priority for the Loan no lower than second position with respect to any lender; and

G) The Loan shall be used to finance only the Project, as described in the Loan application, whose main terms are as follows: (i) one new construction, five-story mid-rise with 94 units, with a secured entrances, residential lobby, community room, two central elevators, clubroom, fitness room and a leasing office; (ii) 5 units in the 9% Project to comply with Universal Design standards and 3 units in the 4% Project to comply with ANSI standards; (iii) building to be certified to meet with EarthCraft Silver standard or equivalent green building standard; (iv) mix of about 41% (38 units) one-bedroom, 48% (45 units) two-bedroom, and 11% (10 unit) three-bedroom; (v) no less than 2 units to serve households with incomes at 30% AMI, no less than 8 units to serve households with incomes at 40% AMI, no less than 37 units to serve households with incomes at 50% AMI or less, and no more than 47 units to serve households with incomes at 60% AMI; and

H) The Loan and the Loan Documents are subject and should be consistent with the terms and conditions of the VHDA LIHTC, VHDA Reach, VHDA Reach Plus, and VHDA bond program, and the conditions of the Trust, as amended; subject to VHDA requirements, the Loan and its repayment shall be consistent with the terms

outlined in this Resolution and the February 20, 2024, Board Regular Business Action Item. The Loan documents must be approved by both VHDA and the Loudoun County Attorney; and

I) The characteristics of the Project offered in the application submitted to VHDA shall not be inferior from the characteristics identified in sub-paragraph G) above; and

J) A copy of the funding application submitted to VHDA for the Project shall be provided to the County within 15 days of such submission; and

2. The Loudoun County Department of Housing and Community Development may assign, pursuant to the selection process set forth in the Loudoun County Administrative Plan for Project-Based Vouchers approved by the Board on October 13, 2014, revised on October 20, 2020, and last revised on December 16, 2023, 8 Project-Based Vouchers to provide rent subsidies at the Project, with 5 PBVs to be allocated to the 9% Project and 3 PBVs to be allocated to the 4% Project.

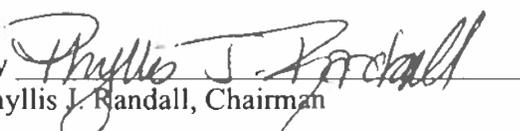
3. The Project is located in a defined Revitalization Area in the County of Loudoun pursuant to a resolution adopted by this Board on December 5, 2017 in accordance with section 36-55.30:2.A of the Code of Virginia of 1950, as amended, as a Revitalization Area where (i) the industrial, commercial or other economic development of such area will benefit Loudoun County but the Revitalization Area lacks the affordable housing needed to induce manufacturing, industrial, commercial, governmental, educational, entertainment, community development, healthcare or nonprofit enterprises or undertakings to locate or remain in such area; and (ii) private enterprise and investment are not reasonably expected, without assistance, to produce the construction or rehabilitation of decent, safe and sanitary housing and supporting facilities that will meet the needs of low and moderate income persons and families in such area and will induce other persons and families to live within the Revitalization Area and thereby create a desirable economic mix of residents in such area. The Revitalization Area is shown on Exhibit A of such Resolution; and

4. The Board agrees to set aside from the Trust an amount not to exceed \$7,570,981 to be lent to Commonwealth Lofts 9, LLC and Commonwealth Lofts 4, LLC, subject to compliance with all and each of the terms and conditions of this Resolution. The County Loan should close not later than February 1, 2027, after which date the amount approved in this Resolution will no longer be available unless approved by the Board. The County Administrator or his designee is authorized to execute the final Loan documents, consistent with this Resolution, in final form approved by the County Attorney or his designee.

Board of Supervisors of Loudoun County, Virginia

Attest:

  
Tim Hemstreet *for T. Hemstreet*  
Clerk to the Board

By   
Phyllis J. Randall, Chairman

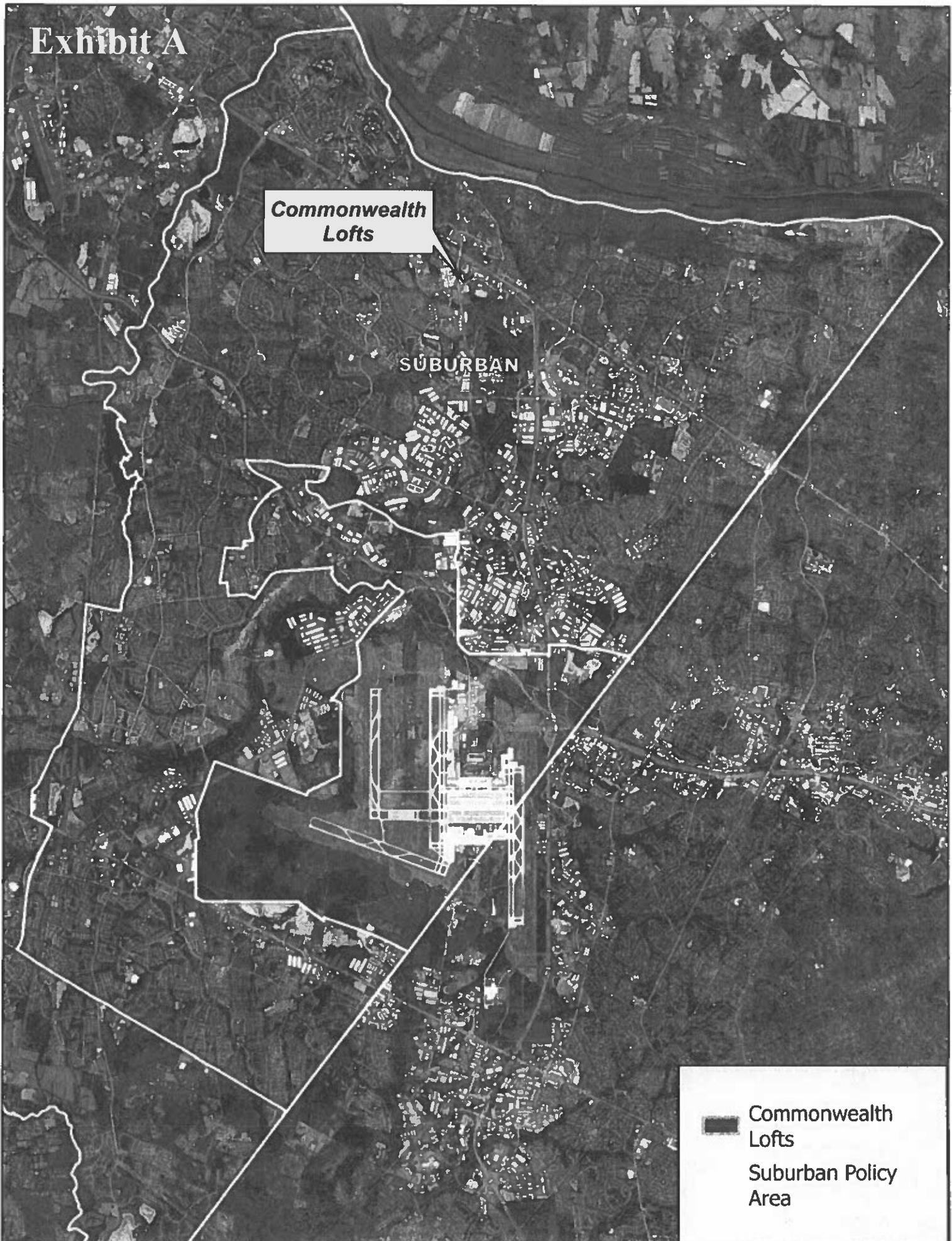
This Resolution was approved by the Board of Supervisors this 20<sup>st</sup> day of February, 2024.

# Exhibit A

**Commonwealth  
Lofts**

**SUBURBAN**

-  Commonwealth Lofts
-  Suburban Policy Area





**Date:** 3/1/2024  
**Name:** Charles N. Margolis, Assistant Vice President

**Address:** Commonwealth Lofts 9, LLC  
8245 Boone Boulevard, Suite 640  
Tysons Corner, Virginia 22182

**Subject:** Approval of Fee Waiver for Commonwealth Lofts 9

Dear Mr. Margolis,

The Department of Building and Development (the "Department") has received your Affordable Housing Land Development and Development Permit Fee Waiver Request ("Fee Waiver Request" or "Request") to waive Land Development and Development Permit Fees for a proposed Affordable Housing Development called Commonwealth Lofts 9 (the "Proposed Project") to be located at 20550 Heron Overlook Plaza, Ashburn, VA 20147 (the "Property"), in an amount up to \$100,000, in accordance with the Affordable Housing Land Development Application and Development Permit Fee Waiver Program ("Affordable Housing Fee Waiver Program" or the "Program"), codified as Chapter 1480 of the Loudoun County Codified Ordinances (the "Ordinance") pursuant to Virginia Code §15.2-958.4. Based on the information provided in your Fee Waiver Request dated 3/1/2024, your Request for up to \$100,000 has been approved for the Fiscal Year 2024, subject to the following terms and conditions:

- **Loudoun County Board of Supervisors ("Board of Supervisors") Approval:** The Board of Supervisors adopted the Affordable Housing Fee Waiver Program on September 14, 2022, effective July 1, 2023. The funding limitations and guidelines for the Program are established annually by the Board of Supervisors.
- **Fiscal Year 2024 Budget Cap:** For Fiscal Year 2024, the Board of Supervisors set a cap of \$400,000 for the total amount of fees that may be waived.
- **Fee Waiver Cap Per Project:** For Fiscal Year 2024, the Board of Supervisors also established a cap of \$100,000 per Affordable Housing Development project. While we understand that the Proposed Project may have fees greater than \$100,000, up to \$100,000 is the maximum amount of fees that may be waived by the Department for the Proposed Program.

- **Deed of Restrictive Covenants:** The Proposed Project must be designed, constructed, and administered to serve exclusively Low-Income and Moderate-Income households, as defined in Section 1480.02 of the Ordinance, for a period of no less than thirty (30) years. In accordance with Section 1480.04 of the Ordinance, you must record a deed of restrictive covenants on the Proposed Project, including the land where the Proposed Project will be located, in a form approved by this County, which will ensure that the Proposed Project is built, completed, and administered as an Affordable Housing Development under terms and conditions agreed with the County and the Board of Supervisors (the "Deed of Restrictive Covenants"). The Department will not perform the review of any Affordable Housing Land Development Application or Affordable Housing Development Permit on the Proposed Project until the Deed of Restrictive Covenants is recorded in the Loudoun County land records.
- **Contingency Clause. Approval of Financing for the Proposed Project:** If according to the Proffers applicable to the Property where the Proposed Project will be located (ZMAP-2022-0016 and LEGI-2023-0041), the Proposed Project is conditioned upon approval and allocation of the necessary Low-Income Housing Tax Credits ("Tax Credits") to develop the Proposed Project with Affordable Housing Units ("AHUs") as the term is defined in the Loudoun County Zoning Ordinance, the approval of this Fee Waiver Request shall be null and void if such Tax Credits are not secured by you in the fiscal year 2024. In such a case, you shall be responsible for any and all County fees associated with the development of the Property. If the Tax Credits to develop the Proposed Project with AHUs were approved and allocated, you must present to the County written communication or official documentation of such approval and allocation before fees can be waived.

Loudoun County appreciates your dedication to providing affordable housing for our community and believes that the Proposed Project will make a significant positive impact.

Sincerely,

*Elisabeth Smith*

Elisabeth Smith, Director  
Loudoun County Department of Building and Development

**Attachments:**

Fee Waiver Request Form  
Premeeting Notes  
Loudoun County Codified Ordinances Chapter 1480



## Fee Waiver Request

Submit this application to the Building and Development Affordable Housing Ombudsman at [Cam.Jones@loudoun.gov](mailto:Cam.Jones@loudoun.gov). This application is intended to initiate the fee waiver process in accordance with chapter 1480 of the Codified Ordinances of Loudoun County. The individual completing this form (the "applicant") is hereby formally requesting the County waive Qualified Fees associated with an eligible development or project (the "Project"). Cross reference Virginia Code §15.2-958.4

### Applicant Information<sup>1</sup>

Name: Commonwealth Lofts 9, LLC

Address: 8245 Boone Blvd. Suite 640, Vienna, VA 22182

Email Address: [CNM@SCGDevelopment.com](mailto:CNM@SCGDevelopment.com)

Phone Number: 973 769 8930

Federal Tax ID#: 99-0865862

*[Provide proof of Good Standing from the Virginia State Corporation Commission.]*

### Applicant's Representative Information

Name: Charles Margolis

Title: Assistant Vice President

Phone: 973 769 8930

Email Address: [CNM@SCGDevelopment.com](mailto:CNM@SCGDevelopment.com)

Is the Applicant in good standing with all Loudoun County ordinances and regulations? **Yes**

<sup>1</sup> Applicant must be the developer of the Project and either the owner or the sale contract purchaser of the real property where the Project will be located.



Project Information

Project Name (proposed): Commonwealth Lofts 9

Project Address: 20550 Heron Overlook Plaza, Sterling, VA 20147

Parcel Identification Number: 040353062000

Property Owner/Owners: CWC Shops LC (Applicant has Purchase + Sale Agmt)

Is the Property located entirely in Loudoun County? Yes

Is the project partially or wholly funded by the federal Low-Income Housing Tax Credit? Yes

Required Land Development Application/Applications:

Please see attached list of anticipated fees related to applicable Land Development Applications.

Required Development Permit Application/Applications:

Please see attached list of anticipated fees related to applicable Development Permit Applications.

Provide a brief description of the project and the budget for Qualified Fees:

Commonwealth Lofts is a 94-unit new construction development in Ashburn, Virginia that is split between a 47 unit 9% LIHTC ownership regime (Commonwealth Lofts 9, LLC - the Applicant herein) and a 47 unit 4% LIHTC ownership regime (Commonwealth Lofts 4, LLC). 100% of the units throughout the overall development will be affordable to households earning between 30-60% of the Area Median Income. The construction is slab on grade with an at-grade parking garage and four stories of wood construction above. 40 parking spaces are available in the garage, and 128 spaces are either tuck-under parking around the perimeter of the envelope, or surface parking lot spaces.

Please see attached list of anticipated County fees that will be owed by the Applicant. Please note this application and list of fees are specific to the 47-unit 9% LIHTC ownership regime only.

<sup>1</sup> Applicant must be the developer of the Project and either the owner or the sale contract purchaser of the real property where the Project will be located.



**Building and Development**

1 Harrison St. SE, PO Box 7000 Leesburg, VA 20177-7000  
703-777-0220 | bad@loudoun.gov  

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Loudoun.gov/bd

Additional Acknowledgments for the Applicant:

- A deed of restrictive covenants must be recorded on such land in a form approved by the County, which will ensure that the Affordable Housing Development is completed and maintained as proposed in the Fee Waiver Request approved by the Department.
- Ownership of the land where the Affordable Housing Development will be located must be acquired by the time of submission of the Affordable Housing Land Development Application or the Affordable Housing Development Permit.
- For rental housing projects, the monthly rent must be calculated in accordance with HUD regulations for Low Income and Moderate Income.
- A party representing the Affordable Housing Development is encouraged to request and attend the Department's optional Pre-Submission Meeting (PSUB Meeting) referenced in Chapter 8 of the County Facilities Standards Manual (FSM), when the Affordable Housing Development is proposed as a component in part with a larger subdivision, or when the Affordable Housing is proposed in whole as a standalone development.
- This application represents a request only and approval is reserved for the Director of Building and Development.

I hereby acknowledge and agree that all information submitted on the application is accurate and truthful to the best of my knowledge.

  
\_\_\_\_\_  
Signature

Charles Margolis  
\_\_\_\_\_  
Print Name

**03/01/2024**  
\_\_\_\_\_  
Date

*[Affidavit Included]*

<sup>1</sup> Applicant must be the developer of the Project and either the owner or the sale contract purchaser of the real property where the Project will be located.

**SUBJECT:** Fee Waiver Program – Application Review (Commonwealth Lofts)

**DATE:** 3/1/2024

**TIME:** 1:00PM

**LOCATION:** Teams

**APPLICATIONS:** N/A

**PRESENTER:** Cam Jones – Affordable Housing Ombudsman

**ATTENDEES (county):**

**ATTENDEES (private):** Charles Margolis <cnm@scgdevelopment.com>

**I. DISCUSSION TOPICS**

- a. Fee waiver application
- b. Timelines
- c. Project needs
- d. Submission expectations

**II. PROJECT DESCRIPTION**

- a. New Construction of 94 affordable housing units between 30% and 60% of AMI
  - i. Overall unit mix: 38 one bedroom units, 45 two bedroom units, and 11 three bedroom units.
  - ii. Affordability: Two units at 30% AMI, eight Project Based Voucher units at 40% AMI, thirty seven units at 50% AMI, and 47 units at 60% AMI. Overall weighted average unit AMI of 53.72%.
  - iii. Five (5) units in Commonwealth Lofts 9 are built to Universal Design standards, and three (3) units in Commonwealth Lofts 4 are built to ANSI Type A standards.
- a. Anticipated Schedule:
  - i. Receive commitment for County subordinate loan funds on 2/20/24
  - ii. Apply for 9% LIHTCs on 3/14/2024
  - iii. Apply for 4% LIHTCs and tax-exempt bonds upon receipt of 9% LIHTC award, expected in July 2024
  - iv. Financial closing in Q2 2025
  - v. Anticipated construction duration of 15 months to substantial completion in Q3 2026
- b. A Resolution considering Loudoun County extending a subordinate loan of approximately \$7.5 million to the development effort is drafted subject to Board of Supervisors approval. Board consideration is expected on February 20, 2024. Both financing regimes anticipate using Virginia Housing's construction-to-permanent debt program for permanent financing, and the 4% LIHTC transaction will solicit the necessary tax-exempt bonds to meet the 50% Test from Virginia Housing as well.

**III. ROLL CALL**

- a. Cam Jones – Loudoun County B&D
- b. Charles Margolis – SCG Development

#### IV. COUNTY COMMENTS

- a. Require separate meeting with Permits department before submission (Lisa Erikson)
- b. This is a manual process until we finalize policy. Until we have a better procedure, we will require that all request be accompanied by the Fee Wavier Program Approval Letter, signed by the Director of Building and Development.
- c. Recommend exit review after project completion to review the process.

#### V. CLIENT COMMENTS

- a. Letter needs to be an official commitment
  - i. Can be conditions but in the developers control, but nothing left for the county
    - Anything subject to county review, etc. ... would not be accepted
- b. Looking to Close May 2025, Start immediately after closing
- c. Owner of the site has completed a number of tasks in the eligible fees
  - i. Those would not be eligible – Cam
- d. Hard stop on the 7<sup>th</sup>, next Thursday (Ryan Johnson, Consultant for Astoria, used to work at VA Housing)
  - i. **Needed Wednesday or Thursday morning!!!**

#### VI. ACTION ITEMS

- a. Send meeting documents to attendees and supervisor.
- b. Finalize the Approval Letter and support for Director review and approval

#### VII. ADJOURNMENT

Time: 1:29PM

## CHAPTER 1480

# Affordable Housing Land Development Application and Development Permit Fee Waiver Program

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- 1480.01 Purpose.
- 1480.02 Definitions.
- 1480.03 Eligibility.
- 1480.04 Administration.
- 1480.05 Qualifying Fee.
- 1480.06 Funding.
- 1480.07 Effective date.

### CROSS REFERENCES

Waiver of certain fees for affordable housing - see Va. Code § 15.2-958.4

### **1480.01 PURPOSE.**

The purpose of the Program is to enable a § 501(c)(3) organization with a primary purpose of assisting with the provision of Affordable Housing or a private-sector entity that is pursuing an Affordable Housing Development to apply for a Land Development Application Fee Waiver and/or a Development Permit Fee Waiver with the goal of enhancing Construction, Preservation, and/or Rehabilitation/Renovation of Affordable Unit developments located in the County, including the incorporated towns, in accordance with authority granted by Va. Code Ann. § 15.2-958.4 (1950).

(Ord. 22-10. Passed 9-14-22.)

### **1480.02 DEFINITIONS.**

As used in this Chapter:

- (a) "Affordable Housing" means the Construction, Preservation, and/or Rehabilitation/Renovation of residential Affordable Unit developments in the County, including the incorporated towns, serving exclusively households with Low Income or Moderate Income, for a period of no less than thirty (30) years.
- (b) "Affordable Housing Development" means an Affordable Housing project.
- (c) "Affordable Housing Development Permit Application" means a Development Permit Application pursuant to applicable County ordinances for the development of Affordable Housing.
- (d) "Affordable Housing Development Permit Fee Waiver Request" means a request to the County for the waiver of the Fee for an Affordable Housing Development Permit.
- (e) "Affordable Housing Land Development Application" means a Land Development Application that is processed administratively pursuant to applicable County ordinances for the development of Affordable Housing.
- (f) "Affordable Housing Land Development Application Fee Waiver Request" means a request to the County for the waiver of the Fee for an Affordable Housing Land Development Application.
- (g) "Affordable Unit(s)" means a Dwelling Unit for rent or for sale serving exclusively households with Low Income or Moderate Income within an Affordable Housing Development.
- (h) "Board" means the Loudoun County Board of Supervisors.
- (i) "Construction" refers to development of new Affordable Housing Developments.
- (j) "County" means the County of Loudoun, Virginia.
- (k) "Delegated Authority" refers to (i) the maximum total amount of Fee Waiver, calculated in U.S. dollars that the Board authorizes the Director to approve in a single fiscal year and (ii) the maximum amount of Fee Waiver, calculated in U.S. dollars, that the Board authorizes the Director to approve per Affordable Housing Development. The Board may increase or decrease, at the Board's discretion, one or both components of the Delegated Authority every fiscal year.
- (l) "Department" means the Loudoun County Department of Building and Development.
- (m) "Development Permit Application" means an application of the type listed in section 1480.05(a), (c), (d) and (e) of this Chapter, requesting a development permit to be issued, empowering the holder thereof to do some act not forbidden by law, but not allowed without such authorization, which has been officially accepted by the Department and is not an inactive application or has not been withdrawn, or has not received a final decision, including one classified as inactive by the

County once it has been officially reactivated by the County.

(n) "Development Permit Fee" means the Fee payable to the County as a result of the submission of a Development Permit Application.

(o) "Director" means the Director of the Department.

(p) "Dwelling Unit" means one room, or rooms connected together, constituting a separate unit for a single-family owner occupancy or rental, and physically separated from any other rooms or dwelling units which may be in the same structure, and containing independent cooking and sleeping facilities.

(q) "Fee (s)" refers to those fees applicable to the shell building, including base, per unit, and plan review.

(r) "Fee Waiver" refers to the waiver of an Affordable Housing Land Development Application Fee or an Affordable Housing Development Permit Application Fee.

(s) "Land Development Application" means an application of the type listed in section 1480.05(b) of this Chapter, which has been officially accepted by the Department and is not an inactive application or has not been withdrawn, or has not received a final decision, including one classified as inactive by the County once it has been officially reactivated by the County.

(t) "Land Development Application Fee" means the Fee payable to the County as a result of the submission of a Land Development Application.

(u) "Low Income" means (i) for Affordable Units for rental, a household income at or lower than fifty percent (50%) of the Area Median Income ("AMI") for the Washington Primary Metropolitan Statistical Area ("Washington MSA") as determined by the U.S. Department of Housing and Urban Development ("HUD"); and (ii) for Affordable Units for sale, a household income at or lower than seventy percent (70%) AMI.

(v) "Moderate Income" means (i) for Affordable Units for rental, a household income higher than fifty percent (50%) AMI and lower than sixty percent (60%) ("AMI") for the Washington MSA as determined by HUD; and (ii) for Affordable Units for sale, a household income higher than seventy percent (70%) AMI and lower than one hundred percent (100%) AMI.

(w) "Officially Accepted" means the date that all required submissions have been made to the Department, and authorized staff from the Department has signed the application. This date is deemed that date upon which the Land Development Application or the Development Permit Application has been officially submitted to the Department for review.

(x) "Preservation" means acquisition of an existing development with purpose to either maintain it as or convert it to Affordable Housing.

(y) "Program" means the Affordable Housing Land Development Application and Development Permit Fee Waiver Program as set forth in Chapter 1480.

(z) "Rehabilitation/Renovation" means repairs, improvements, replacements, alterations, and additions to existing residential buildings, or adaptive reuse or use conversion of existing buildings from nonresidential to residential, other than minor or routine repairs, for use as Affordable Housing.

(aa) "Zoning Permit" means a document issued by the Zoning Administrator, or his designee, as a condition precedent to the commencement of a use or the erection, construction, reconstruction, restoration, alteration, conversion, or installation of a structure or building, which acknowledges that such use, structure or building complies with the provisions of the County Zoning Ordinance, or authorized variance therefrom.

(Ord. 22-10. Passed 9-14-22.)

### **1480.03 ELIGIBILITY.**

(a) Eligible Developments. Only Affordable Housing Developments designed to serve exclusively Low Income and Moderate Income households will be eligible for the Program.

The land where the Affordable Housing Development will be located must be in the County.

(b) Beneficiaries. A § 501 (c)(3) organization with a primary purpose of assisting with the provision of Affordable Housing or a private-sector entity that is pursuing an Affordable Housing Development may apply to the Program by submitting a Fee Waiver Request under the Program to the Department. All applicants must be in good standing with the Virginia State Corporation Commission and all County ordinances and regulations.

A § 501(c)(3) faith-based organization with a primary purpose of assisting with the provision of Affordable Housing is eligible to participate in the Program under the following conditions: (i) the organization is not controlled in whole or in part by a church (or other house of worship) or sectarian society; (ii) all other eligibility criteria in the Program are met; (iii) the organization's non-religious programs must not discriminate against or otherwise be contingent upon the religious affiliation of its participants or those eligible to receive its services; (iv) Fees waived are not permitted to be used for the benefit of a worship facility or other sectarian activities, (v) the faith-based applicant must certify, in writing, criteria (i), (iii) and (iv).

The applicant for the Fee Waiver Request must be the developer of the Affordable Housing Development and either the owner or the sale contract purchaser, under an executed and binding sale agreement, of the real property where the

Affordable Housing Development will be located.

(c) Exclusions. The Program excludes zoning map amendment (ZMAP) and zoning concept plan amendment (ZCPA) applications. Land Development Applications or Development Permit Applications that do not refer exclusively to Affordable Housing Developments are also excluded, even if a portion of the application refers to an affordable component. The property subject to the Fee Waiver **must** be proposed for exclusive use as an Affordable Housing Development. Land Development Applications or Development Permit Applications that only provide affordable dwelling units ("ADU") (as the term is defined in the County's Zoning Ordinance) that are required to be provided pursuant the County's Zoning Ordinance, within a development that is not an Affordable Housing Development, are also excluded from the Program.

(Ord. 22-10. Passed 9-14-22.)

#### **1480.04 ADMINISTRATION.**

(a) Application. A party representing the Affordable Housing Development is encouraged to request and attend the Department's optional Pre-Submission Meeting (PSUB Meeting) referenced in Chapter 8 of the County Facilities Standards Manual (FSM), when the Affordable Housing Development is proposed as a component in part with a larger subdivision, or when the Affordable Housing is proposed in whole as a standalone development.

The applicant **must** complete the Affordable Housing Land Development Application Fee Waiver Request and/or the Affordable Housing Development Permit Fee Waiver Request in pre-approved forms provided by the Department. As part of the Fee Waiver Request, the applicant **must** include a realistic and clearly articulated summary of the proposed Affordable Housing Development and of the budget for the Fee Waiver Request, which **must** not exceed the Delegated Authority granted by the Board to the Director for the fiscal year when the Fee Waiver Request is approved. For Affordable Units for rent, the Fee Waiver Request **must** indicate that the monthly rent will be calculated in accordance with HUD regulations for Low Income and Moderate Income. For Affordable Units for sale, the Fee Waiver Request must include a rational explanation, including quantification, of how the purchase price of the Affordable Unit(s) in the Affordable Housing Development will be determined to attain the goal that the Affordable Units will be affordable/attainable to Low Income and/or Moderate Income households.

In addition to the optional PSUB Meeting, the applicant **must** request an introductory meeting between the applicant and an authorized representative of the Department to review the Fee Waiver Request for completeness. The purpose of this meeting is to answer questions regarding the Fee Waiver Request and provide further guidance on the Affordable Housing Fee Waiver process.

After the introductory meeting, the applicant may formally submit the completed Fee Waiver Request to the Department for review, which **must** be accompanied by an affidavit from the applicant in a form provided by the Department attesting to the County that the Affordable Housing Development will be completed and maintained as indicated in the Fee Waiver Request.

(b) Determination of Completeness and Eligibility. After receiving an Affordable Housing Land Development Application Fee Waiver Request or an Affordable Housing Development Permit Fee Waiver Request, Department staff will determine whether the application is complete and eligible based on the criteria above. If Department staff determines that the request is not complete, verbal or written notice will be given to the applicant specifying the deficiencies. If the deficiencies are not remedied within 30 calendar days of receipt of the notification, a determination will be rendered by the Department staff based on the information provided. If an application is determined to be ineligible, a written notice will be given notifying the applicant of the ineligibility of the Fee Waiver Request under the Program.

(c) Approval or Rejection of the Fee Waiver Request. If the Fee Waiver Request is approved, a copy of the approval will be provided to the applicant. This approval **must** accompany any Affordable Housing Land Development Application or Affordable Housing Development Permit Application at the time of initial submission to the County. In case of disapproval, the applicant will be notified and all applicable Land Development Application and/or Development Permit Application Fees **must** be paid at the time of submission to the County.

Approval of the Fee Waiver Request does not guarantee approval of the proposed Affordable Housing Land Development Application or the Affordable Housing Development Permit Application, which will be processed by the Department as any other Land Development Application or Development Permit Application, except for the process related to the Fee Waiver Request.

(d) Deed of Restrictive Covenants. Upon approval of the Fee Waiver Request, the applicant, as the owner of the land where the Affordable Housing Development will be located, **must** record a deed of restrictive covenants on such land in a form approved by the County, which will ensure that the Affordable Housing Development is completed and maintained as proposed in the Fee Waiver Request approved by the Department. The Department will not perform the review of the Affordable Housing Land Development Application or the Affordable Housing Development Permit until the deed of restrictive covenants on the land where the Affordable Housing Development is located is recorded. In special circumstances, at the discretion of the Director with input from the County Attorney's Office, when the applicant of the Fee Waiver Request has not acquired ownership over the land where the Affordable Housing Development will be located by the time of submission of the Affordable Housing Land Development Application or the Affordable Housing Development Permit, the applicant **must** pay the applicable Fees, subject to reimbursement by the County at the time of recordation of the Deed of Restrictive Covenants.

(e) Delegated Authority. Starting in fiscal year 2024 and for every fiscal year thereafter, the Board may determine the

amount of the Delegated Authority, as part of the County's budget process. If the Board decides to make no changes, then the previous fiscal year's Delegated Authority will remain in place.

Fee Waiver Requests will be received by the Department on a rolling basis throughout the year on a first-come, first-served basis, and processed by the Department up to the amount of the Delegated Authority per Affordable Housing Development for the fiscal year when the Fee Waiver Request is approved. The maximum dollar amount of Fee Waiver Requests that could be approved by the Department on any given fiscal year cannot exceed the Delegated Authority approved by the Board for that given fiscal year.

The Board, in special circumstances at its own discretion, may approve by resolution an increment of the Delegated Authority previously approved for that fiscal year.

(f) Completion of the Affordable Housing Development Breach The applicant must complete the Affordable Housing Development within three (3) years of the approval of the Affordable Housing Land Development Application Fee Waiver Request and/or the Affordable Housing Development Permit Fee Waiver Request. The Director, at his/her discretion, may extend the period for another year, if the applicant demonstrates that the delay is not attributable to fault of the applicant. Should the applicant be unable to complete the Affordable Housing Development for which the Fee Waiver Request was approved within such three (3) years, the applicant must pay to the County, within thirty (30) business days after the third anniversary of the approval of such Fee Waiver Request, the amount of the Fees previously waived.

(Ord. 22-10. Passed 9-14-22.)

#### **1480.05 QUALIFYING FEE.**

The following Fees qualify for Fee Waiver under the Program:

(a) Fees resulting from the following Affordable Housing Land Development Applications submitted in accordance with Section 6-1000 et seq. of the Revised 1993 Loudoun County Zoning Ordinance (as amended), administered by the Department on behalf of the Zoning Administrator:

(1) Zoning Permit.

(b) Fees resulting from the following Affordable Housing Land Development Applications, submitted in accordance with Chapter 1242 of the Loudoun County Codified Ordinances:

- (1) Construction Plans and Profiles (CPAP).
- (2) Facility Standards Manual Waiver Request (WAIV).
- (3) Site Plan (STPL).
- (4) Modified Process Site Plan (STMP).
- (5) Site Plan Amendment (SPAM) .
- (6) Floodplain Alterations and Floodplain Studies.
- (7) As Built Submissions for Occupancy.
- (8) As Built Submissions for Bond Release.
- (9) Preliminary Soils Report.
- (10) Boundary Line Adjustment (BLAD).
- (11) Dedication of Right-of-Way (DEDI).
- (12) Easements (ESMT).
- (13) Preliminary Record Subdivision (SBPR).
- (14) Record Subdivision (SBRD).
- (15) Subdivision Waiver (SBWV).
- (16) Performance Bond Fees.

(c) Fees resulting from the following Affordable Housing Development Permit Applications, submitted in accordance with Chapter 1410 of the Loudoun County Codified Ordinances:

- (1) Plumbing Permit.
- (2) Gas Permit.
- (3) Mechanical Permit.
- (4) Electrical Permit.
- (5) Fire Permit.

(6) Building Permit.

(7) Occupancy Permit.

(d) Fees resulting from the following Affordable Housing Development Permit Applications, submitted in accordance with Chapter 1220 of the Loudoun County Codified Ordinances:

(1) Grading Permit.

(2) Grading Bond.

(e) Fees resulting from the following Affordable Housing Development Permit Applications, submitted in accordance with Chapter 1096 of the Loudoun County Codified Ordinances:

(1) Virginia Stormwater Management Program (VSMP) (County fees only).

(Ord. 22-10. Passed 9-14-22.)

#### **1480.06 FUNDING.**

The Board **must** set the Delegated Authority as part of the County's annual budget process, which will determine (i) the maximum total amount of Fee Waiver that the Director could approve on the following fiscal year, and (ii) the maximum amount of Fee Waiver that the Director could approve per Affordable Housing Development. No applicant has a right to receive a Fee Waiver under the Program.

(Ord. 22-10. Passed 9-14-22.)

#### **1480.07 EFFECTIVE DATE.**

Chapter 1480 will become effective on the date of enactment ("Effective Date"). Notwithstanding, there is no funding for the Program for fiscal year 2023. Subject to budget feasibility, funding of the Program will begin by fiscal year 2024 with Delegated Authority for fiscal year 2024 decided by the Board as part of the County's FY 2024 budget process. Subject to budget feasibility, funding and Delegated Authority for the Program on the successive fiscal years will be decided by the Board as part of the County's annual budget process, to be effective on the following fiscal year. Except as provided in this Ordinance, the Director will not reimburse for Affordable Housing Land Development Applications or Affordable Housing Development Permit Applications submitted or paid to the Department.

(Ord. 22-10. Passed 9-14-22.)

# **Tab U:**

Acknowledgement by Tenant of the availability of Renter  
Education provided by Virginia Housing



## Virginia Housing Free Housing Education Acknowledgement

I \_\_\_\_\_, have read, understand, and acknowledge, I have been presented information regarding the Virginia Housing free renter education to tenants.

I understand that it is my responsibility to review the website link provided here

[www.virginiahousing.com/renters](http://www.virginiahousing.com/renters).

By signing below, I acknowledge that I have read, and understand the terms of all items contained in this form.

Resident Name: \_\_\_\_\_

Resident Signature: \_\_\_\_\_

Date: \_\_\_\_\_

# **Tab V:**

Nonprofit or LHA Purchase Option or Right of First  
Refusal

This deal does not require  
information behind this tab.

# **Tab W:**

Internet Safety Plan and Resident Information Form (if internet amenities selected)

# INTERNET USE AGREEMENT

DRAFT

THIS INTERNET USE AGREEMENT represents the complete agreement and understanding between Commonwealth Lofts 9, LLC, and the tenant, for the use of internet access service provided by Commonwealth Lofts 9, LLC ("Service"). Tenant's use of Service shall constitute tenant's acceptance of the terms and conditions of this agreement including the Internet Operating Policies. Upon notice published on-line via the Commonwealth Lofts 9, LLC web site, Commonwealth Lofts 9, LLC may modify these terms and conditions, and amplify them, as well as discontinue or change the services offered. Tenant's use of Service after modification shall constitute tenant's acceptance of the modifications.

## TERMS AND CONDITIONS

**PROVISION OF SERVICES.** The Service is a service whereby a tenant may gain direct high-speed access to the Internet via Wi-Fi, where provided.

**SERVICE RATES AND CHARGES.** The Service is provided free of charge as a convenience to the tenant and is not provided as a service with economic value.

**LIMITATION OF WARRANTIES AND LIABILITY; DISCLAIMER OF WARRANTIES.** Your use of the Service is at your own risk. Neither Commonwealth Lofts 9, LLC nor any of its underlying service providers, information providers, licensers, employees, or agents, warrant that the Service will be uninterrupted or error free; nor does Commonwealth Lofts 9, LLC or any of its underlying service providers, information providers, licensers, employees, or agents, make any warranty as to the results to be obtained from the use of the Service. THE SERVICE IS DISTRIBUTED ON AN "AS IS", "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, OTHER THAN THOSE WARRANTIES (IF ANY) WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION, OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS USE AGREEMENT, ALL SUCH WARRANTIES BEING EXPRESSLY DISCLAIMED. NEITHER LOOKING GLASS APARTMENTS, LLP NOR ANY OF ITS UNDERLYING SERVICE PROVIDERS, INFORMATION PROVIDERS, LICENSERS, EMPLOYEES, OR AGENTS SHALL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES SUFFERED BY YOU OR ANY OTHER PARTY AS A RESULT OF THE OPERATION OR MALFUNCTION OF THE SERVICE, REGARDLESS OF WHETHER OR NOT SUCH PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

YOU EXPRESSLY ACKNOWLEDGE THAT THE PROVISIONS OF THIS SECTION SHALL ALSO APPLY TO ALL CONTENT OR OTHER SERVICES AVAILABLE THROUGH THE SERVICE. YOU AGREE THAT YOU WILL NOT IN ANY WAY HOLD ARROWBROOK CENTRE

APARTMENTS RESPONSIBLE FOR ANY SELECTION OR RETENTION OF, OR THE ACTS OR OMISSIONS OF, THIRD PARTIES IN CONNECTION WITH THE SERVICE (INCLUDING THOSE WITH WHOM COMMONWEALTH LOFTS 9, LLC MAY CONTRACT TO OPERATE VARIOUS AREAS ON THE SERVICE).

You assume total responsibility and risk for your use of the service and the Internet. COMMONWEALTH LOFTS 9, LLC DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER (INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE OR NONINFRINGEMENT, OR THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH REGARD TO THE SERVICE, ANY MERCHANDISE, INFORMATION OR SERVICE

PROVIDED THROUGH THE SERVICE OR ON THE INTERNET GENERALLY, AND COMMONWEALTH LOFTS 9, LLC SHALL NOT BE LIABLE FOR ANY COST OR DAMAGE ARISING EITHER

DIRECTLY OR INDIRECTLY FROM ANY SUCH TRANSACTION. It is solely your responsibility to evaluate the accuracy, completeness and usefulness of all opinions, advice, services, merchandise, and other information provided through the service or on the Internet generally. Commonwealth Lofts 9, LLC does not warrant that the service will be uninterrupted or error-free or that defects in the service will be corrected.

You understand further that the Internet contains unedited materials, some of which are sexually explicit or may be offensive to you. You access such materials at your own risk. Commonwealth Lofts 9, LLC has no control over and accepts no responsibility whatsoever for such materials.

Your sole and exclusive remedy for any failure or non-performance of the Service (including any associated software or other materials supplied in connection with the Service) shall be for Commonwealth Lofts 9, LLC to use commercially reasonable efforts to effectuate an adjustment or repair of the Service.

INDEMNIFICATION BY USER. You shall indemnify and hold harmless Commonwealth Lofts 9, LLC and any of its underlying service providers, information providers, licensors, employees or agents from and against any and all claims, demands, actions, causes of action, suits proceedings, losses, damages, costs, and expenses, including reasonable attorney fees, arising from or relating to your use of the Service, or any act, error, or omission of you or any user of your account in connection therewith, including, but not limited to, matters relating to incorrect, incomplete, or misleading information; libel; invasion of privacy; infringement of a copyright, trademark, service mark, or other intellectual property; any defective product or any injury or damage to person or property caused by any products sold or otherwise distributed through or in connection with the Service; or violation of any applicable law.

OTHER RESPONSIBILITIES OF USER. You agree that you will be responsible for all usage of the Service and any other services accessed through the Service whether or not authorized by you. You agree to pay any applicable fees or charges by any applicable due date, and to pay any interest or late fees incurred for late payment of the required fees. You agree not to transmit or publish on or over the Service any information, software or other content which violates or infringes upon the rights of any others or to use the facilities and capabilities of the Service to conduct any business or activity or solicit the performance of any activity which is prohibited by law. You agree to comply with all applicable laws, rules and regulations in connection with the Service. You acknowledge that you are aware that certain content, services or locations of the Service or of other parties that may be accessible through the Service may contain materials that are unsuitable for minors (persons under 18 years of age). You agree to supervise usage of the Service by any minors whom you permit to use the Service. You agree to perform independent backup of data stored on your computer as Commonwealth Lofts 9, LLC is not responsible for personal files residing on your computer.

TERM. This agreement for the use of the Service will be in effect from the date your completed registration is accepted by Commonwealth Lofts 9, LLC or the time you first access the Service whichever comes first. This agreement and your use of the Service may be terminated by either you or Commonwealth Lofts 9, LLC at any time by written notice to the other, or by Commonwealth Lofts 9, LLC at any time with or without notice for your non-payment, other default, or violation of any terms of this

Internet Use Agreement or Internet Operating Policy. The provisions of paragraph 4.0 and all other obligations of and restrictions on you and any user of your Service shall survive any termination of this Internet Use Agreement and Internet Operating Policy.

MISCELLANEOUS. This Internet Use Agreement and Internet Operating Policy shall be governed and construed in accordance with the laws of the State of Virginia applicable to agreements made and to be performed in Virginia. You agree that any legal action or proceeding between Commonwealth Lofts 9, LLC and you for any purpose concerning these agreements or the parties' obligations hereunder shall be brought exclusively in a federal or state court of competent jurisdiction sitting in Virginia. Any cause of action or claim you may have with respect to the Service must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred. Commonwealth Lofts 9, LLC's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be constructed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement. Commonwealth Lofts 9, LLC may assign its rights and duties under this Agreement to any party at any time without notice to you.

SERVICE IS PROVIDED ON THE FOLLOWING TERMS:

1. Commonwealth Lofts 9, LLC is not responsible for the provision, performance, and support of your PC. Commonwealth Lofts 9, LLC provides support for Service only to the Wi-Fi system. Support for your PC and any connecting Ethernet cables or any other devices to the wall jack is your responsibility.
2. You are solely responsible for keeping your computer secure and free of viruses or other harmful programs that can directly or indirectly interfere with the operations of the Service, and that of third parties connected to its networks. You are solely responsible for guarding against and repairing your computer and other systems from any infection by malicious code or unauthorized use.
3. Commonwealth Lofts 9, LLC cannot guarantee security and it is essential that you make use of a personal firewall, and anti-virus software due to the "always-on" nature of the Service. In addition, Commonwealth Lofts 9, LLC strongly recommends you add further security protection by obtaining current updates to your application software.
4. You may not use the Service in any way which, in Commonwealth Lofts 9, LLC's sole opinion, is, or is likely to be, detrimental to the provision of the Service to any other Commonwealth Lofts 9, LLC tenant. This includes, but is not limited to, running any application or program that places excessive bandwidth demands on the Service. If Commonwealth Lofts 9, LLC determines you are using excessive bandwidth, at our discretion we may reduce the bandwidth available, or temporarily suspend or permanently disconnect the Service (with or without notification). Commonwealth Lofts 9, LLC automatically blocks file sharing usage.
5. Occasionally, we may need to temporarily suspend the Service for repairs or planned maintenance and upgrades. Where this occurs, we will give you as much notice as is reasonably possible under existing circumstances.
6. We cannot guarantee that the Service will never be faulty, however we will respond to all reported faults as soon as is reasonably possible.
7. Commonwealth Lofts 9, LLC reserves the right to email Service announcements to you as part of the Service. It is the tenant's responsibility to notify the office of a change of email address.

8. You may not use the facilities and capabilities of the Service to conduct any activity or solicit the performance of any illegal or criminal activity.
9. You may not send proactively, receive, upload, download, use or re-use any information or material which is offensive, abusive, indecent, defamatory, obscene or menacing, or in breach of confidence, copyright, privacy or any other rights.
10. You may not do anything which is contrary to the acceptable use policies of any connected networks and Internet standards.
11. You may not post or transmit any file which contains viruses, worms, "Trojan horses" or any other contaminating or destructive features.
12. You may not hack into any aspect of the Service.
13. You may not circumvent, or attempt to seek to circumvent, any of the security safeguards of Commonwealth Lofts 9, LLC or any of its suppliers or vendors.
14. You may not use the Service to cause annoyance, interference, inconvenience or needless anxiety to tenants or others.
15. You may not send or provide any unsolicited advertising or other promotional material, commonly referred to as "spam" by email or by any other electronic means.
16. You may not send email or any other type of electronic message with the intention or result of affecting the performance or functionality of any computer facility.
17. You may not use the Service other than for your personal use, and you acknowledge that Commonwealth Lofts 9, LLC shall not in any way whatsoever be liable to you or to any third party for any personal losses (including without limitation any loss of profits, business or anticipated savings or for any destruction of data) suffered in anyway whatsoever by you or any third party.
18. You may not employ a misleading email address or name or falsify information in the header, footer, return path or any part of any communication, including without limitation any email transmitted through the Service.
19. You may not permit any third party to do any of the above.
20. A current copy of the Internet Use Agreement is posted at (TBD). The version of this User Agreement and Operating Policy stored at that URL is considered the current and binding version.
21. If any aspect of these terms and conditions is found to be unenforceable or unlawful, then that provision shall be deemed severable from these terms and conditions and shall not affect the validity and enforceability of any remaining provisions.
22. These Terms and Conditions and the Internet Use Agreement set out the whole of our agreement relating to our supply of the Service. They cannot be varied except in writing by a managing partner of Commonwealth Lofts 9, LLC. In particular nothing said by any employee or person on behalf of Commonwealth Lofts 9, LLC should be understood as a variation of these Terms and Conditions or an authorized representation about the Service or the nature and quality of items displayed thereon. Commonwealth Lofts 9, LLC shall have no liability for any such representation being untrue or misleading.

Signed on \_\_\_\_\_, 20\_\_\_\_.

Tenant Signature \_\_\_\_\_.

# INTERNET SECURITY PLAN

DRAFT

## Commonwealth Lofts 9, LLC DRAFT

### Internet Security Plan

Secure wireless networks at Commonwealth Lofts 9, LLC will provide our residents with a safe and convenient way to have internet access within their apartment homes and in certain common areas throughout the property.

Security is the foundation of every successful Wi-Fi network. Keeping our residents and the property secure will be a top priority for Commonwealth Lofts 9, LLC. Commonwealth Lofts 9, LLC will hire a third-party service provider to monitor and maintain the resident Wi-Fi system.

Security infrastructure will need to control where our residents can go on the network and what they can do on the network. Commonwealth Lofts 9, LLC and their third-party service provider will install:

1. Firewall protections. The Firewall will include integrated security features, including anti-virus protection, spam filtering, DPI, and application filtering. The Firewall will be able to see which devices and applications are being used on the network. The Firewall can scan applications for security threats and only allow approved applications to be used on the network.
2. Intrusion Detection System (IDS). An intrusion detection system monitors the network for malicious activity or policy violations. Any malicious activity or violation is typically reported either to the third-party administrator or collected centrally using a security information and event management system.
3. Resident Profiles. Each resident will be required to complete a unique profile to allow Commonwealth Lofts 9, LLC and the third-party service provider to know who is using the Wi-Fi, devices using the Wi-Fi, and potential tampering with the Wi-Fi services.
4. All residents will be required to sign an Internet Service Use Agreement and will receive Internet Education Training from Commonwealth Lofts 9, LLC and the third-party service provider.

# INTERNET SAFETY EDUCATION

DRAFT



# Internet Safety

Playing it safe while playing online



Hi there kids! I am Charlie Cardinal and this is Speedy the Crime Fighting Hamster. We are here to introduce you to the basics of Internet Safety and some of the villains you need to watch out for. There are some bad characters out there, so you have to protect yourself. Your parents won't always be there to watch out for you, so stay sharp, learn all you can, and stay safe!



# Privacy & Personal Information



Privacy is being able to keep things secret or hidden from others.

Personal Information is information about you or your family such as your address, a social security number, your parent's bank account, or how much money they have.

Criminals love to get people's personal information because they can pretend to be you, or use your money to buy things.

They can also make money off of your information by selling it to others. Companies or other criminals will use your info to send you junk mail or spam emails.

Criminals learning your address can be very bad. They may break in and steal from you. Protect your safety and your belongings, by keeping your information a secret.

These bad people may even use your personal information to trick someone else in your circle of friends and family. People sometimes tell criminals things that they shouldn't if they think that they are communicating with someone they know.



Think before you click



Do you know who sent that email?



# Passwords

One of the most important things you need to learn is how to create strong passwords. A password is a code you type in to let the computer know it is really you.

Having an easy to guess password could allow someone to snoop around in your private information.

The way to make your password strong is to never use your name or your birthday. Use something hard to guess, but easy for you to remember. Make your password at least 8 characters long, and mixing numbers, symbols, and upper and lower case letters makes the password strong just like Speedy. Avoid using the same password over and over. That way if they do figure out your password, they only gain access to one account. And never leave your passwords written down where someone can find it.



A great tool online that creates kid friendly passwords is the website, [www.dinopass.com](http://www.dinopass.com)

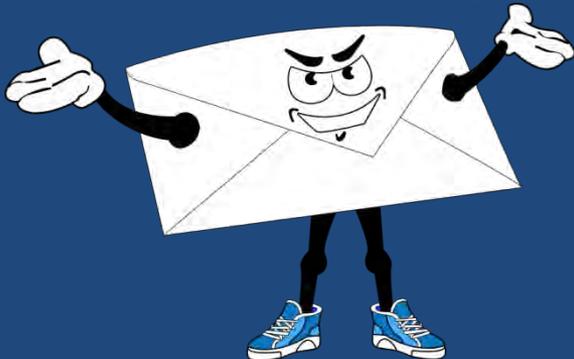
# Spam



Spam is basically email that you receive from different companies or strangers that you did not sign up for. Most times it isn't from real companies and usually the sender is up to no good.

Spam emails can sometimes be a phishing scam. Phishing emails are emails that look like it is from some trusted source. A place like your bank, the IRS where taxes are collected, or some other business you shop with often. They make their email look like it is the real thing with logos, and they put links in the email baiting you to click them. Once you click the link, you could be launching a program that can damage your computer in some way or collect your personal information.

Spam emails can also use winning a sweepstakes or some other type prize to trick you into trusting the email source. After they hook you in, they inform you that to collect your prize, you must give them your credit card number.



How do you know it is spam?

Spam emails typically have a bunch of spelling and grammar errors or a mention of someone you don't know in the subject line. Don't Open It! Delete those emails right away.



# Malware



Malware is a program written with the intent to harm your computer in some way.

Programs such as this, may be waiting for you to do something(a trigger), so that it can run. This could be the clicking of the link or opening an email attachment.

When searching for free downloads online, be very careful. There are a lot of sites out there trying to trick you. They will pay to make their site get returned at the top of the list of search results. Then when you access the page, they use blinking buttons to trick you to click. The result of clicking usually ends up being your computer loaded up with malware.

Once your machine is infected, it can change browser settings, create unusual popup ads on your computer and then pass the malware on to someone else.



Spyware is a program that gets onto your computer through a download or a virus and it gathers information about you and sends this back to its creator.

Some of the types of information spyware might send back to home base is email addresses of you or your contacts, passwords, account numbers, and credit card numbers.

Some spyware out there records how you use your computer and what you search for online.

# Adware

Adware is software that you are allowed to use by the author because of the advertisements that pop up occasionally during the game. Many of these type games you will find in the form of apps on your phone or devices.

Through the addition of advertisements, the developer gains some income that may supplement a discount to the user, sometimes making the software free.

Often after using the product with the ads, a consumer will purchase the software to get rid of the ads.

<http://www.pctools.com/security-news/what-is-adware-and-spyware/>



# Trojan Horse

The name for the Trojan Horse virus was derived from tale of the Trojan Horse constructed by the Greeks to gain access to the city of Troy. The wooden horse was left at the gates as an offering to Athena. The horse was then wheeled into the city and out came Greek fighters hiding inside. <http://www.britannica.com/topic/Trojan-horse>

A Trojan horse virus is a form of malware that is dressed up as something interesting or software from a source we are familiar with. The purpose is to trick the person into installing it. This allows the creator of the Trojan to do damage to data or software on your computer. They also will set up a 'back door' or access point that allows them to access your system.

Trojan viruses don't spread by infecting other files and they cannot duplicate themselves.

<http://www.webopedia.com/DidYouKnow/Internet/virus.asp>



# Worms

Worms are malware that can duplicate itself and spread to other computers. Worms always do something bad, even if it is just slowing things down.

Worms will frequently set up the ability for computers to be taken over by the worm's author by creating backdoors on the host computer. These computers are then called a "zombie computer". "Zombie computers" can be used to send out spam or as a shield to hide the web address of people who want to do bad things.

<http://www.webopedia.com/TERM/Z/zombie.html>





# Virus

A virus is a small program that is created to spread from one computer to the next and to mess up the way your computer works.

Many times viruses hop from computer to computer via email attachments or messages. They can also hide in funny pictures(memes), e-cards, or other desirable file attachments. It can also be sent through an instant message.

A virus can corrupt your data, or worse, delete it. It can also email copies of itself to your friends.

Keeping your anti-virus software up to date is key to protecting against the latest viruses and other security threats.

<https://www.microsoft.com/security/pc-security/virus-whatis.aspx>

# Social Media



Privacy settings on social media accounts are set up as public when you first get one. Unless you want everyone to be able to look at all of your photos and other private stuff, you must go into your account settings and change this.

Something to remember is whatever you post and say on your page can be shared by your friends. Think about what you post online, BEFORE you do it. What you post, could be seen by anyone at any time depending on your settings and the friends you keep. Because we can take pictures of our screens, there is really no setting that can protect you. Think twice about what you are sharing with others, so there are no regrets later.

Make sure you know the people that you accept friend requests from. Sometimes people try to friend you to hack your Facebook account or access your contacts. Once you are hacked they will send out strange messages or friend requests to your contacts. Protect your friends and yourself by being cautious with friends and creating strong passwords for your social media accounts.

# Geotagging



Geotagging is the bit of data that your electronic device packages with your picture that has information about where the picture was taken. This is something that can be turned on and off in your device and typically comes turned on until you change the setting.

When your photo is geotagged, this gives people information about your location. Letting outsiders know where you are, can allow them to plan to steal your belongings or vandalize your home.

Consider if you post a photo every Wednesday in your outfit ready to walk to ball practice and geotagging is turned on. This shows you have a routine and gives a rough area you will be in. A predator could come and take you away.

Another issue with allowing the geotagging to occur is you don't have control of your own privacy. Everyone does not need to know where you are all of the time, keep this information private.

<http://www.nytimes.com/2010/08/13/technology/personaltech>



# Be Careful of What You Say!



Defamation: Defamation is the blanket word used for all types of untrue statements made about others. [Definition of Defamation on Law.com](#)

Slander: When someone orally tells one or more people an untruth about someone, which will harm the reputation of the person it is about. It is not slander if the untruth is in writing of some sort or if it is broadcast through television or radio.

[Definition of Slander on Law.com](#)

Libel: This is where someone publishes to print(including pictures), written word, online posts, blogs, articles, or broadcast through radio, television, or film, an untruth about another which will do harm to the person's reputation. [Definition of Libel on Law.com](#)



# Be Careful of What You Say!



Much of the things people post online may get ignored, and you may get lucky and avoid legal action. But, when someone gets angry and files a lawsuit it can cause a major headache and possibly hit you hard in the wallet.

You might think you should have a right to openly complain about a company and their bad service or lousy product. Well when it comes to this, it is not always that simple. You can get sued for this and even if the judge agrees with you, you still have to pay for a defense attorney. Think twice and make sure that whatever you have to say is worth any headache you may have pop up later.

<http://ideas.time.com/2013/01/07/yelp-reviewers-beware-you-can-get-sued/>

On social media, people get into the habit of letting their emotions get the better of them and they end up speaking their minds about others online. When that person feels that this damages their character, they may opt to sue the other person for defamation. Even if their case is not successful, the stress, money, and time that you spend defending yourself is not worth it. To read more about defamatory social media posts, [click here](#).

# Stranger Danger Online



When you think of being on your computer or other electronic device in your own home, you probably think you are safe. Your mom is in the next room, what could happen?

Well there are people online that are up to no good. They go in chat rooms and pop up on your instant messenger, looking for someone to “groom”.

What is grooming you say? Well, grooming is when a stranger (can be any age) finds someone they are interested in, usually a minor. They act really nice and maybe they pretend they are much younger than they really are, like they are a kid just like you. Then they try to get you to like them and to trust them. They may ask you not to tell anyone you are talking to them. This is not okay and is a warning sign of a possible groomer.

# How to Protect Yourself in Online Chats

- Choose chat sites designed for kids, such as [www.kidzworld.com](http://www.kidzworld.com). Kidzworld is moderated and its aim is to protect kids from unwanted requests and online bullying.
- Beware of people you don't know. If they are asking too many questions or being too friendly they may be up to no good.
- If someone asks you to send them a picture or sends you a picture or video that is inappropriate, tell an adult or report them to the site moderators.
- Don't give out personal information to strangers online
- Don't tell strangers where you live or give them your telephone number
- Don't send strangers pictures of you or others
- If you are being bullied or threatened online, tell an adult or someone you trust





# Cyberbullying

- Cyberbullying is the **willful and repeated harm** inflicted through the use of computers, cell phones, and other electronic devices.
- Using PhotoShop or other tools to create harassing images.
- Posting jokes about another person on the internet
- Using the internet to entice a group to physically harm another person.
- Making threats online using IM, email, social networking sites, or other electronic devices.



# Consequences of Cyberbullying

Anything that you write, pictures that you post, or videos that you upload can be used by your school to suspend you.

College students have been removed from their athletic teams and lost college funding for writing negative comments about their coach.

When applying to colleges, they will search online to see what kind of person you are. They can deny you access if they don't like what they find.

When businesses are looking at people to hire for a job they will many times use social media to see what kind of person they are. Mean or inappropriate type posts can prevent you from getting the job you desire.

Cyberbullying can also be considered a crime and participating in this type of behavior can land you in big trouble.

# Consequences of Cyberbullying

- § 18.2-152.7:1. Harassment by Computer; Penalty makes cyberbullying a crime.
- Carries a \$2500 fine and punishable by up to **12 months in prison.**

There are many websites designed to inform and decrease the number of bullying cases we see each year. The U.S. Department of Health and Human Services has created a website with lots of resources to help combat bullying of all kinds - [www.stopbullying.gov](http://www.stopbullying.gov)  
If you experience cyberbullying or witness it, tell someone such as a school counselor, teacher, or a parent.





# The Effects of Cyberbullying

- Victims feel depressed, sad, angry, and frustrated.
- Victims become afraid and/or embarrassed to attend school.
- Can lead to low self-worth, family problems, academic problems, school violence, and bad behavior.
- Victims can also develop thoughts of killing themselves and possibly act on these feelings.
- There are no positive effects of cyberbullying, only pain and suffering for the victims.
- The affects of being bullied can affect the victim into adulthood and prevent them from being all they can be in the future.



# Dealing with Cyberbullying

- Never do the same thing back, 2 wrongs don't make a right
- Tell them to stop
- Block their access to you
- Report it to the site you are on such as Facebook or Twitter
- NEVER pass along messages from cyberbullies, stop the spread of this behavior
- Set up privacy controls and keep the bully out of your friends list
- Don't be a cyberbully yourself
- If you witness someone getting bullied, tell someone so it can be stopped. Many times the person being bullied won't tell out of fear.
- Spread the word that bullying is not cool
- Don't laugh or encourage the bully, it is not funny and it can lead to major trouble for the person doing the bullying.



# About Sexting



“Sexting” is when someone sends or receives sexually explicit or non-PG Rated pictures or video electronically, mainly via cell phones or tablets.

The numbers on how many teens say that they have sent/posted nude or semi-nude pictures or videos of themselves is upsetting.

20% of teens between 13 to 19 years of age have engaged in sexting.

22% of teen girls

18% of teen boys

11% of teen girls between 13 to 16 years of age have engaged in sexting.

Did you know that if you forward a picture of a sexual or nude photo of someone underage, you are as responsible for the image as the original sender?? You can be charged with a crime.

Many teens don't realize that if you send a picture of yourself that is inappropriate and that picture ends up online, it could be there forever. You can never fully delete things that end up on the web.



# About Sexting



There is no age minimum that protects young people from getting charged with a sexual offense.

Something that you think is okay or just a joke, might land you in a ton of trouble. For example, you might take a picture of your friend naked to embarrass them, but if they are under the age of 18, this is considered production of child pornography.

If you are sent something inappropriate, do not share it and don't delete it. Tell an adult immediately. You may feel like you are getting your friend into trouble, but you are protecting yourself and you are protecting them. They may not be thinking about the consequences or the effect this behavior can have on their future.

Anyone that gets convicted of a sex offense, will have to register as a sex offender. Sex offenders have to keep their address updated and keep a current photo with the police. The information goes on the sex offender registry where anyone can go and see your picture and where you live online.

**REMEMBER:** You can't control what other people do with your photos. Even if you think you are sending it to someone you can trust, they may end up surprising you. You can't trust anyone with something as private as that. Don't Do It!

# Legal Consequences of Sexting

- The Virginia Department of Education has an excellent resource with real life examples of the consequences of sexting that can be found [here](#).
- The Attorney General's Virginia Rules website is designed to give Virginia Youth information on all the laws in the state. [Virginia Rules](#) has extensive information on sexting and other internet security risks.
- This article in The Virginian-Pilot tells a story of five Virginia teens getting charged with felonies for sexting and being in possession of sexually explicit photos of a minor, read more about it [here](#).



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Richmond, Virginia 23219  
(804) 786-2071  
[www.ag.virginia.gov](http://www.ag.virginia.gov)

# **Tab X:**

Marketing Plan for units meeting accessibility  
requirements of HUD section 504

# **Commonwealth Lofts 9**

## **Marketing Plan for Units Which Conform to Section 504 of the Rehabilitation Act**

This Marketing Plan for Units Which Conform to Section 504 of the Rehabilitation Act (the “Marketing Plan”) has been designed to convey to current and potential residents with disabilities that Commonwealth Lofts 9 will be a new rental housing experience, with a commitment to excellent management and resident service, as well as an expectation of resident responsibility. Therefore, the majority of this plan will address ways in which property management will endeavor to secure qualified tenants, ensure quality tenancy, and effective management and maintenance of the property.

The Management Agent will be responsible for the management of Commonwealth Lofts 9. Paradigm Property Management, LLC (“Paradigm”), the Management Agent, will be responsible for all the traditional management functions, including rent collection, maintenance, record keeping, reports, development of budgets, and monitoring resident income qualifications. Additionally, Paradigm will be responsible for management of any community and resident services program which may be implemented on site.

### **I. Affirmative Marketing**

All applicants to Commonwealth Loft Apartments will be evaluated based solely on the basis of their income eligibility for the Low-Income Housing Tax Credit and Section 8 programs and credit / background screening.

Paradigm Management is committed to the letter and spirit of federal, state and local fair housing laws. Paradigm has designed its policies and procedures to ensure compliance with all local and federal fair housing requirements. As an equal housing opportunity company, Paradigm provides housing opportunities to all persons, regardless of their race, color, national origin, religion, sex, physical or mental disability, familial status, or any other classification protected by federal, state, or local law. Paradigm’s fair housing policy applies not only in the rental of apartment homes, but also in all interactions with residents. Paradigm’s policy is to advance fairness and equality in housing in all of the communities that we serve.

### **II. Marketing And Outreach**

Locating people with disabilities to occupy the units which conform to the requirements of Section 504 of the Rehabilitation Act will be accomplished as follows:

#### **1. Networking**

Paradigm will contact local centers for independent living, disability services boards and other service organizations via phone and printed communication. The contacts will include the following organizations:

- ENDependence Center of Northern Virginia (703-525-3268)
- Virginia Board for People with Disabilities (804-786-0016)
- Virginia Department for Aging and Rehabilitative Services (800-662-7078)
- Disability Resource Center (540-373-2559)
- Access Independence, Inc. (540-662-4452)
- Horizon Behavior Health (434-946-2316)
- The Arc of Northern Virginia (703-208-1119)

## Leasing Preference for Target Population Identified in MOU between the Authority and the Commonwealth

- Unless prohibited by and applicable federal subsidy program.
- A “first preference” will be given for person in a target population identified in a memorandum of understanding between the Authority and one or more participating agencies of the Commonwealth.
- Will obtain tenant referrals from the Virginia Department of Medical Assistance Services (DMAS) or Virginia Department of Behavioral Health and Developmental Services (DBHDS) or any other agency approved by the Authority.
- Will Retain Tenant verification letter, Acknowledgment and Settlement Agreement Target Population Status
- Target Population units will be confirmed by VHDA.

### 2. Internet Search

Commonwealth Lofts 9 will also be listed on the following websites:

[www.virginiahousingsearch.com](http://www.virginiahousingsearch.com)

[www.accessva.org](http://www.accessva.org)

[www.dbhds.virginia.gov](http://www.dbhds.virginia.gov)

[www.socialserve.com](http://www.socialserve.com)

### 3. Print Media

Historically, marketing efforts focused on a combination of print media and internet advertising. However, prospective renters, even those looking for affordable housing, have migrated almost exclusively to the internet as the source for information when searching for an apartment home. As such, all marketing initiatives will be focused on internet advertising.

### 4. Resident Referrals

An effective Resident Referral program will be set up, in which current residents are rewarded for referring friends, coworkers, and others who may have disabilities to the property. These referrals are generally the best form of advertising as they attract friends who will want to reside together, thus binding the community. **Residents will be offered incentives, to be determined, for referring qualified applicants who rent at the property.** Flyers will be distributed to residents as part of their move-in packet and periodically announcing the tenant referral program.

### 5. Marketing Materials

Additional marketing materials are needed in order to further support the specific marketing effort to people with disabilities. All printed marketing materials will include

the EHO logo. The marketing will also emphasize the physical and administrative compliance with Americans with Disabilities Act.

These marketing materials include:

- **Brochures or news media coverage** –A simple, two-color brochure may be produced at low cost which will effectively sell the apartments and community. A brochure will include a listing of features and amenities. News media may include the local newspaper and/or the local television station coverage.
- **Flyers** - As mentioned earlier, a flyer campaign can be used effectively to market the community. Each flyer should incorporate graphics as well as a small amount of copy and should be designed to generate traffic.
- **Resident Referral** - The least expensive form of advertising is through Resident Referrals. A flyer should be created and distributed to all residents. (A referral fee of up to \$250 per referral, paid upon move-in may be paid for resident referrals). In addition to being distributed to all residents, the referral flyer should be left in the Management Office and should be included in the move in packet. (People are most inclined to refer their friends in the first few weeks of their tenancy). The flyers will be changed to reflect the season or any type of special referral program.

### III. Public and community Relations

Equal Housing Opportunity promotions - all Site Signage containing the EHO logo and Fair Housing posters are displayed in English and Spanish in the Rental Office. Paradigm encourages and supports an affirmative marketing program in which there are no barriers to obtaining housing because of race, color, religion, national origin, sex, elderliness, marital status, personal appearance, sexual orientation, familial status, physical or mental disability, political affiliation, source of income, or place of residence or business.

Additionally, a public relations program will be instituted to create a strong relationship between management and local disability organizations, neighborhood civic organizations, city officials, and other sources of potential qualified residents still to be identified.

#### IV. Tenant Selection and Orientation

The first contact with the management operations is an important one in attracting qualified residents; therefore, the management/leasing offices should convey a sense of professionalism, efficiency, and cleanliness. The management/leasing office is designed to provide a professional leasing atmosphere, with space set aside specifically for applicant interviews and application assistance. The leasing interviews will be used to emphasize the respect afforded to the applicant and the responsibilities which the applicant will be expected to assume.

Times of Operation - the Management Office will be open Monday through Friday from 9:00 to 5:00 P.M. Applicants will be processed at the Management Office during regular business hours in accordance with approved criteria. Move-in process and orientation to property - applicants meet with designated staff to discuss programs available on the property and will be supplied relevant information to assist them in their move.

All applicants will have to meet minimum income requirements to qualify for occupancy. The minimum income requirement is established such that a resident spends no more than 31% of their gross income on rent. Further, Management will commit that no annual minimum income requirement that exceeds the greater of \$3,600 or 2.5 times the resident paid portion of the rent will be required for applicants receiving rental assistance.

As all apartments at Commonwealth Loft Apartments are income restricted either under the Low-Income Housing Tax Credit Program (LIHTC) or the Section 8 Program, additional documentation of all income and assets will be required to ensure households meet the strict qualification requirements.

A third-party credit scoring provider, SafeRent Solutions, is used to review applicants by means of a credit scoring model to determine an applicant's ability to meet his/her rental obligations. Credit scoring utilizes a statistical model for comparing information on bill paying history, the number and type of credit accounts, late payments, outstanding debt, rental history and the age of accounts, to the performance of consumers with similar profiles. The scoring system awards points for each factor that helps predict applicant's creditworthiness and the likelihood of the applicant to make payments when due. This scoring system is specific to the multifamily housing industry and is not a credit score. SafeRent makes a recommendation of accept or decline based on the results.

In addition, Paradigm undertakes a criminal background check for all adult residents in our communities.

The criminal background check is performed in a manner designed to eliminate individual discretion (and related fair housing issues) from that process. The enforceability of the criminal background policy is subject to state and local tenant-landlord laws.

#### Tenant Selection Criteria

Tenant Selection will include maximum income limits under the Low-Income Tax Credit and Section 8 programs. Selection criteria will also include student status guidelines pursuant to the Low- Income Housing Tax Credit program.

***Management will commit that no annual minimum income requirement that exceeds the greater of \$3,600 or 2.5 times the portion of rent to be paid by tenants receiving rental assistance***

### Application Processing

Application processing will be done at the Management Office by Management Staff. As stated before, the processing will include credit and criminal screening. Management staff will make further review for inaccuracies in the application. The annual income and family composition are the key factors for determining eligibility. However, the following will also use the following criteria in the review and approval of all applications for occupancy:

- Applicants must be individuals, not agencies or groups.
- Applicants must meet the current eligibility income limits for tax credits and any other program requirements.
- Applicants must pass both the credit and criminal screening.
- Applicants must provide complete and accurate verification of all income of all family members. The household's annual income may not exceed the applicable limit and the household must meet the subsidy or assisted Income Limits as established for the area in which Commonwealth Lofts 9 is located. The annual income is compared to the area's Income Limits to determine eligibility.
- Family composition must be compatible for units available on the property.
- Applicants must provide verification of full-time student status for all individuals listed on the application as full-time student for tax credit units.
- Applicants must provide a birth certificate or other acceptable HUD approved form of documentation for all household members.
- Applicants must complete the Application for Lease and all verification forms truthfully.
- Applicants must provide all information required by current Federal regulations and policies.
- Applicants must meet current Federal program eligibility requirements for tax credits and any other programs.
- Preference will be given to those households whose family members are handicapped or disabled for housing in the units specifically designated for the handicapped or disabled.

- **60 Day-Hold Unit**
-

- Units must be held vacant for 60 days during which active marketing efforts must be documented. However, if marketing to the 50-point special needs unit is deemed to be conducted satisfactorily on an ongoing basis throughout the year and management can provide sufficient documentation to Virginia Housing's Compliance Officer, management may request the ability to lease 50-point units to a household not in the special needs population without the unit remaining vacant for the 60- day timeframe. "Ongoing basis" means contact to at least two (2) resources at least monthly in the manner noted below at any time the required number of units is not actually occupied by the special needs population.
- 
- 
- Properties that fail to document ongoing active marketing to the marketing plan network contacts to lease vacant leasing preference units, may be cited with non-compliance, and may be required to hold unit(s) vacant for up to 60 days to actively market unfilled leasing preference units. Non-
- compliance with the marketing requirement is subject to a penalty point deduction in future funding requests with the Authority.
- 
- NOTE: The move of the temporary/non-disabled tenant will be paid for by the owner.

### **Waitlist Procedures**

Prospective residents must complete a preliminary waitlist application which requires basic contact information along with general income and asset information for the household. The prospect's name is added to the waitlist when a completed preliminary application is received (incomplete preliminary applications are not accepted). The waitlist process allows for some preliminary screening and pre-qualification of households. For initial occupancy, those on the waitlist will be contacted in groups of 10, three to four months prior to first unit delivery to notify them of the opportunity to apply for one of the new apartments. At this point a completed application and application fee is required to begin processing the application and determine if the household is eligible for housing at Commonwealth Lofts.

After initial occupancy of the building, all remaining waitlist applications will remain active for 12 months and prospective residents are notified at the time they submit a waitlist application that they will remain active for only 12 months. After 12 months, the application is deactivated unless the prospective resident takes action and requests to remain on the waitlist.

When an apartment becomes available to lease, generally 60 days in advance of the move-out date, waitlist applicants are called in groups of 10 and given 48 hours to respond and complete the full application for the apartment. If multiple applications are received, they are ranked based on the length of time each applicant has been on the waiting list. All conversations with waitlist respondents are documented and the waitlist is routinely purged to remove stale applications.

# **Tab Y:**

Inducement Resolution for Tax Exempt Bonds

This deal does not require  
information behind this tab.

# **Tab Z:**

Documentation of team member's Diversity, Equity and  
Inclusion Designation

**SWAM CONTRACT CERTIFICATION**  
(TO BE PROVIDED AT TIME OF APPLICATION)

LIHTC Applicant Name: Commonwealth Lofts 9, LLC

Name of SWaM Service Provider: Geotechnical Solutions, Inc.

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.

Geotechnical Solutions, Inc. will provide the following services to Commonwealth Lofts 9:

- Earthwork and site utilities compaction
- Foundation subgrade inspections
- Waterproofing inspections
- Reinforced steel and fluid concrete inspections
- Building slabs and columns inspections
- Post tension inspections and stripping early break concrete tests
- Structural steel inspection and miscellaneous metals

- Fireproofing inspections
- Structural masonry inspections
- Pavement placement observation and compaction
- Post-completion materials testing and inspection summary report

These services will be rendered throughout the construction period and continue through the placed in service date.

The contract's initial term is 12 months beginning on the effective date of February 20, 2024. However, there is a one-year renewal option upon the developer providing 30 days' notice to the contractor. Commonwealth Lofts 9, LLC anticipates triggering this renewal and that the contract services will begin upon project closing, currently anticipated to be in the second quarter of 2025.

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:

Commonwealth Lofts 9, LLC

Name of Applicant



\_\_\_\_\_  
Signature of Applicant

Stephen P. Wilson, President - Virginia Office \*See attached full Signature Block

Printed Name and Title of Authorized Signer

SWAM CERTIFIED SERVICE PROVIDER:

Geotechnical Solutions, Inc.

\_\_\_\_\_  
Name of SWaM Certified Service Provider



\_\_\_\_\_  
Signature of SWaM Certified Service Provider

Samir A. Alqutri, Ph.D., P.E. – Principal

\_\_\_\_\_  
Printed Name and Title of Authorized Signer

**COMMONWEALTH LOFTS 9, LLC**

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

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

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

By: SCG Capital Corp.,  
A Delaware Corporation,  
its Sole Member

By:   
\_\_\_\_\_  
Stephen P. Wilson,  
President – Virginia Office

# COMMONWEALTH OF VIRGINIA



## DEPARTMENT OF SMALL BUSINESS & SUPPLIER DIVERSITY

101 N. 14th Street, 11th Floor  
Richmond, VA 23219

### GEOTECHNICAL SOLUTIONS, INC

Trade Name: Geotechnical Solutions, Inc

is a certified Small Business meeting all the eligibility requirements set forth under the Code of Virginia Section 2.2-16.1 et seq. and Administrative Code 7VAC 13-20 et seq.

Certification Number: 6923367  
Valid Through: Sep 6, 2027

Accordingly Certified

*Willis A. Morris*

**Willis A. Morris, Director**



# **Tab AA:**

Priority Letter from Rural Development

This deal does not require  
information behind this tab.

# **TAB AB:**

Social Disadvantage Certification

"SOCIAL DISADVANTAGE" CERTIFICATION

Individual's Name Michael Font

LIHTC Applicant Name Commonwealth Lofts 9, LLC

Part II, 13VAC10-180-60(E)(5)(f), 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 demonstrating that at least one of its principals is a "socially disadvantaged individual," as such term is defined in 13 CFR 124.103, and that said principal has an ownership interest of at least 25% in the controlling general partner or managing member for the proposed development. The certification and information requested below will be used by the Authority in its evaluation of whether an applicant meets such requirements.

**INSTRUCTIONS:**

***Please complete either IA or 1B and also provide a complete response to II. 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)(f) of the Plan. Though the information requested below is of a personal nature, please note that all information provided on this form shall be subject to the Virginia Freedom of Information Act, § 2.2-3700, et seq.***

**I. SOCIAL DISADVANTAGE**

(Complete only Section I(A) OR I(B) and then acknowledge II below)

A. I am claiming social disadvantage because of my identification as a:

Black American

Hispanic American

Native American (Alaska Natives, Native Hawaiians, or enrolled members of a Federally or State recognized Indian Tribe)

Asian Pacific American [An individual with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China (including Hong Kong), Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U. S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, The Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Fiji, Tonga, Kiribati, Tuvalu, or Nauru]

Subcontinent Asian American (An Individual with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands or Nepal)

B. \_\_\_\_\_ I am claiming individual social disadvantage because I meet the requirements of 13 CFR 124.103(c)(2), and my social disadvantage has negatively impacted my entry into or advancement in the business world, as described in 13 CFR 124.103(c)(2)(iv).

II. **Ownership and Control**

Describe the ownership interest of the socially disadvantaged individual in the general partner or managing member of the applicant for Credits (provide any supporting documentation necessary to verify said ownership interest, such as the organizational chart provided elsewhere in the application for Credits).

**New Harbor Development II, LLC has 25% ownership of the Applicant entity, Commonwealth Lofts 9, LLC. Please see the organizational chart provided in Tab A.**

[Application continues on following page]

CERTIFICATION OF ELIGIBILITY

I hereby certify that the undersigned principal has an ownership interest of at least 25% in the controlling general partner or managing member for the proposed development, as required by the Plan. I hereby further certify that all information in this certification is true and complete to the best of my knowledge, that the Authority is relying upon this information for the purpose of allocating Credits, and that any false statements made herein may subject both the undersigned principal and the undersigned applicant to disqualification from current and future awards of Credits in Virginia.

APPLICANT:

Commonwealth Lofts 9, LLC

Name of Applicant



Signature of Applicant

Stephen P. Wilson, President - Virginia Office \*See attached full signature block

Printed Name and Title of Authorized Signer

PRINCIPAL:



Signature of Qualifying Principal

Michael Font, 51% Member of New Harbor Development II, LLC

Printed Name and Title of Qualifying Principal

**COMMONWEALTH LOFTS 9, LLC**

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

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

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

By: SCG Capital Corp.,  
A Delaware Corporation,  
its Sole Member

By:   
\_\_\_\_\_  
Stephen P. Wilson,  
President – Virginia Office

"SOCIAL DISADVANTAGE" CERTIFICATION

Individual's Name Jonathan Font

LIHTC Applicant Name Commonwealth Lofts 9, LLC

Part II, 13VAC10-180-60(E)(5)(f), 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 demonstrating that at least one of its principals is a "socially disadvantaged individual," as such term is defined in 13 CFR 124.103, and that said principal has an ownership interest of at least 25% in the controlling general partner or managing member for the proposed development. The certification and information requested below will be used by the Authority in its evaluation of whether an applicant meets such requirements.

**INSTRUCTIONS:**

***Please complete either IA or 1B and also provide a complete response to II. 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)(f) of the Plan. Though the information requested below is of a personal nature, please note that all information provided on this form shall be subject to the Virginia Freedom of Information Act, § 2.2-3700, et seq.***

I. **SOCIAL DISADVANTAGE**

(Complete only Section I(A) OR I(B) and then acknowledge II below)

A. I am claiming social disadvantage because of my identification as a:

Black American

Hispanic American

Native American (Alaska Natives, Native Hawaiians, or enrolled members of a Federally or State recognized Indian Tribe)

Asian Pacific American [An individual with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China (including Hong Kong), Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U. S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, The Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Fiji, Tonga, Kiribati, Tuvalu, or Nauru]

Subcontinent Asian American (An Individual with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands or Nepal)

B. \_\_\_\_\_ I am claiming individual social disadvantage because I meet the requirements of 13 CFR 124.103(c)(2), and my social disadvantage has negatively impacted my entry into or advancement in the business world, as described in 13 CFR 124.103(c)(2)(iv).

II. **Ownership and Control**

Describe the ownership interest of the socially disadvantaged individual in the general partner or managing member of the applicant for Credits (provide any supporting documentation necessary to verify said ownership interest, such as the organizational chart provided elsewhere in the application for Credits).

**New Harbor Development II, LLC has 25% ownership of the Applicant entity, Commonwealth Lofts 9, LLC. Please see the organizational chart provided in Tab A.**

[Application continues on following page]

CERTIFICATION OF ELIGIBILITY

I hereby certify that the undersigned principal has an ownership interest of at least 25% in the controlling general partner or managing member for the proposed development, as required by the Plan. I hereby further certify that all information in this certification is true and complete to the best of my knowledge, that the Authority is relying upon this information for the purpose of allocating Credits, and that any false statements made herein may subject both the undersigned principal and the undersigned applicant to disqualification from current and future awards of Credits in Virginia.

APPLICANT:

**Commonwealth Lofts 9, LLC**

\_\_\_\_\_  
Name of Applicant



\_\_\_\_\_  
Signature of Applicant

Stephen P. Wilson, President - Virginia Office \*See attached full signature block  
Printed Name and Title of Authorized Signer

PRINCIPAL:



\_\_\_\_\_  
Signature of Qualifying Principal

Jonathan Font, 49% Member of New Harbor Development II, LLC  
Printed Name and Title of Qualifying Principal

**COMMONWEALTH LOFTS 9, LLC**

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

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

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

By: SCG Capital Corp.,  
A Delaware Corporation,  
its Sole Member

By:   
\_\_\_\_\_  
Stephen P. Wilson,  
President – Virginia Office