
2019 Federal Low Income Housing Tax Credit Program

Application For Reservation

Deadline for Submission

9% Competitive Credits

Applications Must Be Received At VHDA No Later Than **2:00 PM**
Richmond, VA Time On **March 14, 2019**

Tax Exempt Bonds

Applications should be received at VHDA at least one month before the bonds are *priced* (if bonds issued by VHDA), or 75 days before the bonds are *issued* (if bonds are not issued by VHDA)



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

INSTRUCTIONS FOR THE VIRGINIA 2019 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 **2:00 PM** Richmond Virginia time on **March 14, 2019**. 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.

There should be distinct files which should include the following:

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

IMPORTANT:

VHDA can accept files via our work center site Procorem or on flash/thumb drives. Contact Hope Rutter for access to Procorem.

Do not submit any application materials to any email address unless specifically requested by the VHDA LIHTC Allocation Department staff.

Disclaimer:

VHDA 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 VHDA.

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.
- ▶ 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 VHDA LIHTC Allocation Department. Please note that we cannot release the copy protection password.

VHDA LIHTC Allocation Staff Contact Information

Name	Email	Phone Number
JD Bondurant	johndavid.bondurant@vhda.com	(804) 343-5725
Hope Coleman Rutter	hope.rutter@vhda.com	(804) 343-5574
Sheila Stone	sheila.stone@vhda.com	(804) 343-5582
Stephanie Flanders	stephanie.flanders@vhda.com	(804) 343-5939
Pamela Freeth	pamela.freeth@vhda.com	(804) 343-5563
Jovan Burton	Jovan.burton@vhda.com	(804) 343-5518

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2019 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 VHDA's point system of ranking applications, and may assist VHDA in its determination of the appropriate amount of credits that may be reserved for the development.

- \$1,000 Application Fee **(MANDATORY)**
 - Electronic Copy of the Microsoft Excel Based Application **(MANDATORY)**
 - Scanned Copy of the **Signed** Tax Credit Application with Attachments (excluding market study 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 Physical Needs Assessment **(MANDATORY if rehab)**
 - Electronic Copy of Appraisal **(MANDATORY if acquisition credits requested)**
 - Electronic Copy of Environmental Site Assessment (Phase I) **(MANDATORY if 4% credits requested)**
 - Tab A: Partnership or Operating Agreement, including chart of ownership structure with percentage of interests **(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: Architect's Certification and RESNET Rater Certification **(MANDATORY)**
 - Tab G: Zoning Certification Letter **(MANDATORY)**
 - Tab H: Attorney's Opinion **(MANDATORY)**
 - Tab I: Nonprofit Questionnaire **(MANDATORY for points or pool)**
- The following documents need not be submitted unless requested by VHDA:
- Nonprofit Articles of Incorporation -IRS Documentation of Nonprofit Status
 - Joint Venture Agreement (if applicable) -For-profit Consulting Agreement (if applicable)
- Tab J: Relocation Plan **(MANDATORY, if tenants are displaced)**
 - Tab K: Documentation of Development Location:
 - K.1 Revitalization Area Certification
 - K.2 Location Map
 - K.3 Surveyor's Certification of Proximity To Public Transportation
 - Tab L: PHA / Section 8 Notification Letter
 - Tab M: Locality CEO Response Letter
 - Tab N: Homeownership Plan
 - Tab O: Plan of Development Certification Letter
 - Tab P: Developer Experience documentation and Partnership agreements
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 - Tab T: Funding Documentation
 - Tab U: Documentation to Request Exception to Restriction-Pools With Little/No Increase in Rent Burdened Population
 - Tab V: Nonprofit or LHA Purchase Option or Right of First Refusal
 - Tab W: (Reserved)
 - Tab X: Marketing Plan for units meeting accessibility requirements of HUD section 504

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date: 3/13/2019

1. Development Name: Knightsbridge Apartments
2. Address (line 1): 210 North Glebe Road
 Address (line 2): 212 North Glebe Road
 City: Arlington State: VA Zip: 22203
3. If complete address is not available, provide longitude and latitude coordinates (x,y) from a location on site that your surveyor deems appropriate. Longitude: 00.00000 Latitude: 00.00000
 (Only necessary if street address or street intersections are not available.)
4. The Circuit Court Clerk's office in which the deed to the development is or will be recorded:
 City/County of Arlington County
5. The site overlaps one or more jurisdictional boundaries..... FALSE
 If true, what other City/County is the site located in besides response to #4?.....
6. Development is located in the census tract of: 1020.03
7. Development is located in a **Qualified Census Tract**..... TRUE
8. Development is located in a **Difficult Development Area**..... FALSE
9. Development is located in a **Revitalization Area based on QCT** TRUE
10. Development is located in a **Revitalization Area designated by resolution** FALSE
11. Development is located in an **Opportunity Zone** (with a binding commitment for funding)..... FALSE
 (If 9, 10 or 11 are True, **Action:** Provide required form in **TAB K1**)
12. Development is located in a census tract with a poverty rate of.....

3%	10%	12%
FALSE	TRUE	FALSE

Enter only Numeric Values below:

13. Congressional District: 11
- Planning District: 8
- State Senate District: 31
- State House District: 47

Click on the following link for assistance in determining the districts related to this development:

[Link to VHDA's HOME - Select Virginia LIHTC Reference Map](#)

14. **ACTION:** Provide Location Map (**TAB K2**)

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

An existing community with two 3-story buildings containing 37 apartments. The property is being redeveloped to increase the number of accessible apartments.

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date: 3/13/2019

16. Local Needs and Support

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

Chief Executive Officer's Name: Mark Schwartz
 Chief Executive Officer's Title: County Manager Phone:
 Street Address: 2100 Clarendon Boulevard Suite 302
 City: Arlington State: VA Zip: 22201

Name and title of local official you have discussed this project with who could answer questions for the local CEO: Yoomie Ahn, Housing Development Supervisor, CPHD, 703-228-3820

- 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:

ACTION: Provide Locality Notification Letter at **Tab M** if applicable.

B. RESERVATION REQUEST INFORMATION

1. **Requesting Credits From:**

- a. If requesting 9% Credits, select credit pool: Accessible Supportive Housing Pool
- or
- b. If requesting Tax Exempt Bonds, select development type:

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, 2019.
- 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, 2019, 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 2019 credits pursuant to Section 42(h)(1)(E).

3. **Select Building Allocation type:**

Acquisition/Rehab

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** FALSE

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. (25, 35 or 45 pts)

a. Has the developer met with VHDA regarding the 4% tax exempt bond deal? FALSE

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

Total Units within 9% allocation request?	0
Total Units within 4% Tax Exempt allocation Request?	0
Total Units:	0

% of units in 4% Tax Exempt Allocation Request: 0.00%

6. **Extended Use Restriction**

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

Must Select One: 30

Definition of selection:

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

C. OWNERSHIP INFORMATION

NOTE: VHDA 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 VHDA 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.

Owner Name: New Wesley Knightsbridge LLC

Developer Name: Wesley Housing Development Corporation of Northern Virginia

Contact: M/M Ms. First: Shelley MI: S Last: Murphy

Address: 5515 Cherokee Avenue, Suite 200

City: Alexandria St. VA Zip: 22312

Phone: (703) 642-3830 Ext. 212 Fax: (703) 941-1724

Email address: smurphy@whdc.org

Federal I.D. No. 83-3298306 (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.

Judith Cabelli; jcabelli@whdc.org; 703-642-3830 x215

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

2. Principal(s) of the General Partner: List names of individuals and ownership interest.

<u>Names **</u>	<u>Phone</u>	<u>Type Ownership</u>	<u>% Ownership</u>	
<u>Shelley S. Murphy</u>	<u>(703) 642-3830</u>	<u>Chief Exec Officer</u>	<u>0.000%</u>	<i>needs</i>
<u>New Wesley Knightsbridge Managing Member LLC</u>	<u>(703) 642-3830</u>	<u>Managing Member</u>	<u>100.000%</u>	
<u>Wesley Housing Development Corporation</u>	<u>(703) 642-3830</u>	<u>Sole Mbr of MM</u>	<u>0.000%</u>	<i>needs</i>
<u>of Northern Virginia</u>			<u>0.000%</u>	<i>needs</i>
			<u>0.000%</u>	
			<u>0.000%</u>	
			<u>0.000%</u>	

The above should include 100% of the GP or LLC member interest.

** These should be the names of individuals who make up the General Partnership, not simply the names of entities which may comprise those components.

C. OWNERSHIP INFORMATION

- ACTION:**
- a. Provide Principals' Previous Participation Certification **(Mandatory TAB C)**
 - b. 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)**

3. Developer Experience: Provide evidence that the principal or principals of the controlling general partner or managing member for the proposed development have developed:

- a. as a controlling general partner or managing member, (i) at least three tax credit developments that contain at least three times the number of housing units in the proposed development or (ii) at least six tax credit developments. **TRUE**

Action: Must be included on VHDA Experienced LIHTC Developer List or provide copies of 8609s, partnership agreements and organizational charts **(Tab P)**

- b. at least three deals as principal and have at \$500,000 in liquid assets..... **FALSE**

Action: Must be included on the VHDA Experienced LIHTC Developer List or provide Audited Financial Statements and copies of 8609s **(Tab P)**

- c. The development's principal(s), as a group or individually, have developed as controlling general partner or managing member, at least one tax credit development that contains at least the same number of units of this proposed development (can include Market units). **FALSE**

Action: Must provide copies of 8609s and partnership agreements **(Tab P)**

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 VHDA 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 and provide documentation - **Mandatory TAB E**)

Select Type: Option

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 VHDA. See QAP for further details.

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

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

2. Timing of Acquisition by Owner:

Only one of the following statement should be True.

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

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

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: Wesley Knightsbridge Limited Partnership

Address: 5515 Cherokee Avenue, Suite 200

City: Alexandria St.: VA Zip: 22312

Contact Person: Shelley S. Murphy Phone: (703) 642-3030

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

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>	
KA Development Company	(703) 642-3830	General Partner	0.00%	<i>needs ownership %</i>
Wesley Housing Development Corporation of Northern Virginia	(703) 642-3830	Sole Shareholder of GP	100.00%	
			0.00%	<i>needs ownership %</i>
			0.00%	
			0.00%	
			0.00%	

2019 Low-Income Housing Tax Credit Application For Reservation

E. DEVELOPMENT TEAM INFORMATION

Complete the following as applicable to your development team. Provide Contact and Firm Name.

- | | | | |
|--------------------------|--|---------------------------|-----------------------|
| 1. Tax Attorney: | <u>Steven Paul</u> | This is a Related Entity. | <u>FALSE</u> |
| Firm Name: | <u>Klein Hornig LLP</u> | | |
| Address: | <u>101 Arch Street, Boston, MA 02110</u> | | |
| Email: | <u>spaul@kleinhornig.com</u> | Phone: | <u>617-224-0610</u> |
| 2. Tax Accountant: | <u>Peter Hodgson</u> | This is a Related Entity. | <u>FALSE</u> |
| Firm Name: | <u>Cohn Reznick</u> | | |
| Address: | <u>7501 Wisconsin Avenue, Suite 400 Bethesda, MD 20814</u> | | |
| Email: | <u>peter.hodgson@cohnreznick.com</u> | Phone: | <u>(301) 280-2998</u> |
| 3. Consultant: | <u></u> | This is a Related Entity. | <u>FALSE</u> |
| Firm Name: | <u></u> | Role: | <u></u> |
| Address: | <u></u> | | |
| Email: | <u></u> | Phone: | <u></u> |
| 4. Management Entity: | <u>Frank Mooney</u> | This is a Related Entity. | <u>TRUE</u> |
| Firm Name: | <u>Wesley Property Management Company</u> | | |
| Address: | <u>5515 Cherokee Avenue, Suite 200, Alexandria, VA 22312</u> | | |
| Email: | <u>fmooney@whdc.org</u> | Phone: | <u>(703) 642-3830</u> |
| 5. Contractor: | <u>John Kim</u> | This is a Related Entity. | <u>FALSE</u> |
| Firm Name: | <u>Harkins Builders, Inc.</u> | | |
| Address: | <u>10490 Little Patuxent Parkway Suite 400, Columbia, Maryland 21044</u> | | |
| Email: | <u>jkim@harkinsbuilders.com</u> | Phone: | <u>(410) 480-4208</u> |
| 6. Architect: | <u>John Kershner</u> | This is a Related Entity. | <u>FALSE</u> |
| Firm Name: | <u>Zavos Architects</u> | | |
| Address: | <u>323 W. Patrick Street, Frederick, MD 21701</u> | | |
| Email: | <u>jkershner@zavos.com</u> | Phone: | <u>(301) 698-0020</u> |
| 7. Real Estate Attorney: | <u>Erik Hoffman</u> | This is a Related Entity. | <u>FALSE</u> |
| Firm Name: | <u>Klein Hornig LLP</u> | | |
| Address: | <u>1325 G Street NW, Suite 770, Washington, DC 20005</u> | | |
| Email: | <u>ehoffman@kleinhornig.com</u> | Phone: | <u>(202) 842-0125</u> |
| 8. Mortgage Banker: | <u></u> | This is a Related Entity. | <u>FALSE</u> |
| Firm Name: | <u></u> | | |
| Address: | <u></u> | | |
| Email: | <u></u> | Phone: | <u></u> |
| 9. Other: | <u></u> | This is a Related Entity. | <u>FALSE</u> |
| Firm Name: | <u></u> | Role: | <u></u> |
| Address: | <u></u> | | |
| Email: | <u></u> | Phone: | <u></u> |

F. REHAB INFORMATION

1. Acquisition Credit Information

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

- b. This development has received a previous allocation of credits..... **TRUE**
 If so, in what year did this development receive credits? **2003**

- c. The development is listed on the RD 515 Rehabilitation Priority List?..... **FALSE**

- d. This development is an existing RD or HUD S8/236 development..... **TRUE**
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 VHDA 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 VHDA prior to the application submission deadline..... **TRUE**

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..... **TRUE**

- 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)..... **TRUE**

- 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..... **TRUE**

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)..... **TRUE**
- 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)

4. Request For Exception

- a. The proposed new construction development (including adaptive reuse and rehabilitation that creates additional rental space) is subject to an assessment of up to minus 20 points for being located in a pool identified by the Authority as a pool with little or no increase in rent burdened population..... **FALSE**
- b. Applicant seeks an exception to this restriction in accordance with one of the following provisions under 13VAC10-180-60:
 - i. Proposed development is specialized housing designed to meet special needs that cannot readily be addressed utilizing existing residential structures..... **FALSE**
 - ii. Proposed development is designed to serve as a replacement for housing being demolished through redevelopment..... **FALSE**
 - iii. Proposed development is housing that is an integral part of a neighborhood revitalization project sponsored by a local housing authority..... **FALSE**

Action: If any of 4(b) responses are true, provide documentation at Tab U.

G. NONPROFIT INVOLVEMENT

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

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

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

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

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

A. Nonprofit Involvement (All Applicants)

There is nonprofit involvement in this development..... TRUE (If false, go on to part III.)

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..... TRUE

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: Owner

Name: Wesley Housing Development Corporation of Northern Virginia (Please fit NP name within available space)

Contact Person: Shelley S. Murphy

Street Address: 5515 Cherokee Avenue, Suite 200

City: Alexandria State: VA Zip: 22312

Phone: (703) 642-3830 Extension: 212 Contact Email: smurphy@whdc.org

G. NONPROFIT INVOLVEMENT

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

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

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

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

Action: Provide Option or Right of First Refusal in Recordable Form **(TAB V)**
Provide Nonprofit Questionnaire (if applicable) **(TAB I)**

Name of qualified nonprofit: Wesley Housing Development Corp. of Northern Virginia

or indicate true if Local Housing Authority FALSE

Name of Local Housing Authority

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

Action: Provide Homeownership Plan **(TAB N)**

H. STRUCTURE AND UNITS INFORMATION

1. General Information

a. Total number of all units in development	37	bedrooms	68
Total number of rental units in development	37	bedrooms	68
Number of low-income rental units	37	bedrooms	68
Percentage of rental units designated low-income	100.00%		
b. Number of new units:.....	0	bedrooms	0
Number of adaptive reuse units:	0	bedrooms	0
Number of rehab units:.....	37	bedrooms	68
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.....			35,098.81 (Sq. ft.)
e. Unheated Floor Area (i.e. Breezeways, Balconies, Storage).....			5,574.72 (Sq. ft.)
f. Nonresidential Commercial Floor Area (Not eligible for funding).....			0.00
g. Total Usable Residential Heated Area.....			29,524.09 (Sq. ft.)
h. Percentage of Net Rentable Square Feet Deemed To Be New Rental Space			0.00%
i. Exact area of site in acres	1.259		
j. Locality has approved a final site plan or plan of development..... If True , Provide required documentation (TAB O).			FALSE
k. Requirement as of 2016: Site must be properly zoned for proposed development. ACTION: Provide required zoning documentation (MANDATORY TAB G)			
l. Development is eligible for Historic Rehab credits.....			FALSE

Definition:

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

H. STRUCTURE AND UNITS INFORMATION

2. UNIT MIX

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

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	717.29	SF	6	6
2BR Garden	813.56	SF	31	31
3BR Garden	0.00	SF	0	0
4BR Garden	0.00	SF	0	0
2+ Story 2BR Townhouse	0.00	SF	0	0
2+ Story 3BR Townhouse	0.00	SF	0	0
2+ Story 4BR Townhouse	0.00	SF	0	0
			37	37

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)..... 2
- b. Age of Structure:..... 72 years
- c. Number of stories:..... 3
- d. The development is a scattered site development..... FALSE
- e. Commercial Area Intended Use: N/A
- f. Project 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

H. STRUCTURE AND UNITS INFORMATION

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>FALSE</u>	vii. Basement	<u>TRUE</u>
iv. Crawl space	<u>TRUE</u>		

h. Development contains an elevator(s).	<u>FALSE</u>
If true, # of Elevators.	<u>0</u>
Elevator Type (if known)	<u></u>

i. Roof Type	▶ <u>Flat</u>
j. Construction Type	▶ <u>Combination</u>
k. Primary Exterior Finish	▶ <u>Brick</u>

4. Site Amenities (indicate all proposed)

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

l. Describe Community Facilities:	<u>N/A</u>
-----------------------------------	------------

m. Number of Proposed Parking Spaces.....	<u>38</u>
Parking is shared with another entity	<u>FALSE</u>

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.	<u>TRUE</u>
	If True, Provide required documentation (TAB K3).

H. STRUCTURE AND UNITS INFORMATION

5. Plans and Specifications

- a. **Minimum submission requirements for all properties (new construction, rehabilitation and adaptive reuse):**
 - i. A location map with development clearly defined.
 - ii. Sketch plan of the site showing overall dimensions of all building(s), major site elements (e.g., parking lots and location of existing utilities, and water, sewer, electric, gas in the streets adjacent to the site). Contour lines and elevations are not required.
 - iii. Sketch plans of all building(s) reflecting overall dimensions of:
 - a. Typical floor plan(s) showing apartment types and placement
 - b. Ground floor plan(s) showing common areas
 - c. Sketch floor plan(s) of typical dwelling unit(s)
 - d. Typical wall section(s) showing footing, foundation, wall and floor structureNotes must indicate basic materials in structure, floor and exterior finish.
- b. The following are due at reservation for Tax Exempt 4% Applications and at allocation for 9% Applications.
 - i. Phase I environmental assessment.
 - ii. Physical needs assessment for any rehab only development.

NOTE: All developments must meet VHDA'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.

6. Market Study Data:

Obtain the following information from the **Market Study** conducted in connection with this tax credit application:

Project Wide Capture Rate - LIHTC Units	1.10%
Project Wide Capture Rate - Market Units	N/A
Project Wide Capture Rate - All Units	1.10%
Project Wide Absorption Period (Months)	2 months

J. ENHANCEMENTS

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

- a. **New Construction:** must meet all criteria for EPA 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.

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

ACTION: Provide Architect Certification (**Mandatory**) and documents related to following items if applicable (**TAB F**)

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

- FALSE a. A community/meeting room with a minimum of 749 square feet is provided.
- 99.00% b. Percentage of brick or other similar low-maintenance material approved by the Authority covering the exterior walls. Community buildings are to be included in percentage calculations.
- FALSE c. Water expense is sub-metered (the tenant will pay monthly or bi-monthly bill).
- FALSE d. Each bathroom contains only of WaterSense labeled faucets, toilets and showerheads.
- TRUE e. Each unit is provided with the necessary infrastructure for high-speed internet/broadband service.
- FALSE f. Free WiFi access will be provided in community room for resident only usage.
- FALSE g. Each unit is provided free individual high speed internet access.
- or
- 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.
- FALSE k. Cooking surfaces are equipped with fire prevention features
- or
- TRUE l. Cooking surfaces are equipped with fire suppression features.
- TRUE m. Rehab only: Each unit has dedicated space, drain and electrical hook-ups to accept a permanently installed dehumidification system.
- or
- FALSE 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. At minimum, one USB charging port in each kitchen, living room and all bedrooms.
- TRUE q. All kitchen light fixtures are LED and meet MDCR lighting guidelines.
- FALSE r. Each unit has a shelf or ledge outside the primary entry door located in an interior hallway.
- 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:

J. ENHANCEMENTS

- 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.

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:

- | | |
|---|--|
| <u>FALSE</u> Earthcraft Gold or higher certification | <u>TRUE</u> National Green Building Standard (NGBS) certification of Silver or higher. |
| <u>FALSE</u> U.S. Green Building Council LEED certification | <u>FALSE</u> Enterprise Green Communities (EGC) Certification |

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

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

- | | |
|--|-------------------------------------|
| <u>FALSE</u> Zero Energy Ready Home Requirements | <u>TRUE</u> Passive House Standards |
|--|-------------------------------------|

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

- FALSE a. Architect of record certifies that units will be constructed to meet VHDA's Universal Design standards.

- 0 b. Number of Rental Units constructed to meet VHDA's Universal Design standards:

0% % of Total Rental Units

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

If not, please explain:

I. UTILITIES

1. Describe the Heating/AC System:

Split System Heat Pump

2. Services Included:

Utilities	Type of Utility (Gas, Electric, Oil, etc.)	Utilities ▶ Paid by:	Enter Allowances by Bedroom Size				
			0-bdr	1-bdr	2-bdr	3-bdr	4-br
Heating	Electric	Tenant	0	39	70	0	0
Air Conditioning	Electric	Tenant	0	0	0	0	0
Cooking	Gas	Owner	0	0	0	0	0
Lighting	Electric	Tenant	0	0	0	0	0
Hot Water	Gas	Owner	0	0	0	0	0
Water		Owner	0	0	0	0	0
Sewer		Owner	0	0	0	0	0
Trash		Owner	0	0	0	0	0
Total utility allowance for costs paid by tenant			\$0	\$39	\$70	\$0	\$0

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

a. TRUE HUD

d. FALSE Local PHA

b. FALSE Utility Company (Estimate)

e. FALSE Other: _____

c. FALSE Utility Company (Actual Survey)

Warning: The VHDA housing choice voucher program utility schedule shown on VHDA.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 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.

(60 points)

FALSE

b. Any development in which the greater of 5 units or 10% of the units (i) have rents within HUD's Housing Choice Voucher ("HCV") payment standard; (ii) conform to HUD regulations interpreting the accessibility requirements of section 504 of the Rehabilitation Act; and (iii) 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 (30 points)

FALSE

c. Any development in which 5% of the 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 this application for credits. (15 points)

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

K. SPECIAL HOUSING NEEDS

2. Special Housing Needs/Leasing Preference:

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

- FALSE Elderly (as defined by the United States Fair Housing Act.)
- TRUE Persons with Disabilities (must meet the requirements of the Federal Americans with Disabilities Act) - Accessible Supportive Housing Pool only
- FALSE Supportive Housing (as described in the Tax Credit Manual)

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

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

(If **True**, VHDA 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 (**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:

Organization which holds such waiting list:

Contact person:

Title:

Phone Number

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:

% of total Low Income Units

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

K. SPECIAL HOUSING NEEDS

4. 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 based rental assistance.
- FALSE** Section 8 New Construction Substantial Rehabilitation
- FALSE** Section 8 Moderate Rehabilitation
- FALSE** Section 8 Certificates
- TRUE** Section 8 Project Based Assistance
- FALSE** RD 515 Rental Assistance
- FALSE** Section 8 Vouchers
- FALSE** State Assistance
- FALSE** Other: _____

c. The above subsidies are applicable to the 30% units this development is seeking points for within the Set Aside Election listed on Unit Details: **FALSE**

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

d. Number of units receiving assistance:	37
How many years in rental assistance contract?	5.00
Expiration date of contract:	6/28/2019
There is an Option to Renew.....	TRUE

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

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 two 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) or (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), all as 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:

Warning: Greater than 50% of units does not increase bonus points.

Income Levels		
# of Units	% of Units	
0	0.00%	20% Area Median
0	0.00%	30% Area Median
4	10.81%	40% Area Median
33	89.19%	50% Area Median
0	0.00%	60% Area Median
0	0.00%	70% Area Median
0	0.00%	80% Area Median
0	0.00%	Market Units
37	100.00%	Total

Rent Levels		
# of Units	% of Units	
0	0.00%	20% Area Median
0	0.00%	30% Area Median
4	10.81%	40% Area Median
33	89.19%	50% Area Median
0	0.00%	60% Area Median
0	0.00%	70% Area Median
0	0.00%	80% Area Median
0	0.00%	Market Units
37	100.00%	Total

- b. The development plans to utilize income averaging..... **FALSE**
 If above is true, should the points based on the units assigned to the levels above **be waived** and therefore not required for compliance?
 20-30% Levels **FALSE** 40% Levels **FALSE** 50% levels **FALSE**

2. Unit Detail

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.

	Unit Type (Select One)	Rent Target (Select One)	Number of Units	Number of Units 504 compliant	Net Rentable Square Feet	Monthly Rent Per Unit	Total Monthly Rent
Mix 1	1 BR - 1 Bath	50% AMI	5	1	639.57	\$1,439.00	\$7,195
Mix 2	2 BR - 1 Bath	50% AMI	2	2	739.41	\$1,652.00	\$3,304
Mix 3	2 BR - 1 Bath	50% AMI	8		747.23	\$1,652.00	\$13,216
Mix 4	2 BR - 1 Bath	50% AMI	12		747.23	\$1,652.00	\$19,824
Mix 5	2 BR - 1 Bath	50% AMI	5		739.41	\$1,652.00	\$8,260
Mix 6	2 BR - 1 Bath	50% AMI	1		739.41	\$1,652.00	\$1,652
Mix 7							\$0
Mix 8							\$0
Mix 9							\$0
Mix 10	1 BR - 1 Bath	40% AMI	1	1	639.57	\$1,439.00	\$1,439
Mix 11	2 BR - 1 Bath	40% AMI	3	2	739.41	\$1,652.00	\$4,956
Mix 12							\$0
Mix 13							\$0
Mix 14							\$0
Mix 15							\$0
Mix 16							\$0
Mix 17							\$0
Mix 18							\$0
Mix 19							\$0
Mix 20							\$0
Mix 21							\$0
Mix 22							\$0

L. UNIT DETAILS

Mix 23								\$0
Mix 24								\$0
Mix 25								\$0
Mix 26								\$0
Mix 27								\$0
Mix 28								\$0
Mix 29								\$0
Mix 30								\$0
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Mix 79								\$0
Mix 80								\$0
Mix 81								\$0

L. UNIT DETAILS

Mix 82							\$0
Mix 83							\$0
Mix 84							\$0
Mix 85							\$0
Mix 86							\$0
Mix 87							\$0
Mix 88							\$0
Mix 89							\$0
Mix 90							\$0
Mix 91							\$0
Mix 92							\$0
Mix 93							\$0
Mix 94							\$0
Mix 95							\$0
Mix 96							\$0
Mix 97							\$0
Mix 98							\$0
Mix 99							\$0
Mix 100							\$0
TOTALS			37	6	5,731.24	\$12,790	\$59,846

Total Units	37	Net Rentable SF:	TC Units	26,915.53
			MKT Units	0.00
			Total NR SF:	26,915.53

Floor Space Fraction (to 7 decimals)	100.00000%
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M. OPERATING EXPENSES

Administrative:

Use Whole Numbers Only!

1. Advertising/Marketing			\$475
2. Office Salaries			\$32,000
3. Office Supplies			\$600
4. Office/Model Apartment	(type _____)		\$0
5. Management Fee			\$35,000
<u>5.10%</u> of EGI	<u>\$945.95</u>	Per Unit	
6. Manager Salaries			\$0
7. Staff Unit (s)	(type _____)		\$0
8. Legal			\$2,100
9. Auditing			\$13,300
10. Bookkeeping/Accounting Fees			\$0
11. Telephone & Answering Service			\$5,500
12. Tax Credit Monitoring Fee			\$0
13. Miscellaneous Administrative			\$14,707
Total Administrative			\$103,682

Utilities

14. Fuel Oil			\$0
15. Electricity			\$4,800
16. Water			\$8,700
17. Gas			\$12,214
18. Sewer			\$13,000
Total Utility			\$38,714

Operating:

19. Janitor/Cleaning Payroll			\$55,000
20. Janitor/Cleaning Supplies			\$1,680
21. Janitor/Cleaning Contract			\$400
22. Exterminating			\$4,500
23. Trash Removal			\$5,240
24. Security Payroll/Contract			\$1,800
25. Grounds Payroll			\$7,000
26. Grounds Supplies			\$1,000
27. Grounds Contract			\$0
28. Maintenance/Repairs Payroll			\$0
29. Repairs/Material			\$1,250
30. Repairs Contract			\$2,100
31. Elevator Maintenance/Contract			\$0
32. Heating/Cooling Repairs & Maintenance			\$500
33. Pool Maintenance/Contract/Staff			\$0
34. Snow Removal			\$1,700
35. Decorating/Payroll/Contract			\$0
36. Decorating Supplies			\$0
37. Miscellaneous			\$300
Totals Operating & Maintenance			\$82,470

M. OPERATING EXPENSES

Taxes & Insurance

38. Real Estate Taxes	\$65,000
39. Payroll Taxes	\$7,200
40. Miscellaneous Taxes/Licenses/Permits	\$0
41. Property & Liability Insurance	\$10,500
42. Fidelity Bond	\$0
43. Workman's Compensation	\$2,600
44. Health Insurance & Employee Benefits	\$18,600
45. Other Insurance	\$2,700
Total Taxes & Insurance	\$106,600

Total Operating Expense **\$331,466**

Total Operating Expenses Per Unit	<u>\$8,959</u>	C. Total Operating	<u>48.34%</u>	Expenses as % of EGI
--	----------------	---------------------------	---------------	-----------------------------

Replacement Reserves (Total # Units X \$300 or \$250 New Const. Elderly Minimum) **\$11,100**

Total Expenses	\$342,566
-----------------------	------------------

ACTION: Provide Documentation of Operating Budget at **Tab R** if applicable.

2019 Low-Income Housing Tax Credit Application For Reservation

N. PROJECT SCHEDULE

ACTIVITY	ACTUAL OR ANTICIPATED DATE	NAME OF RESPONSIBLE PERSON
1. SITE		
a. Option/Contract	3/11/2019	Judith Cabelli
b. Site Acquisition	2/28/2020	Judith Cabelli
c. Zoning Approval	N/A	N/A
d. Site Plan Approval	N/A	N/A
2. Financing		
a. Construction Loan		
i. Loan Application	9/1/2019	Judith Cabelli
ii. Conditional Commitment	11/1/2019	Judith Cabelli
iii. Firm Commitment	12/1/2019	Judith Cabelli
b. Permanent Loan - First Lien		
i. Loan Application	9/1/2019	Judith Cabelli
ii. Conditional Commitment	11/1/2019	Judith Cabelli
iii. Firm Commitment	12/1/2019	Judith Cabelli
c. Permanent Loan-Second Lien		
i. Loan Application	N/A	
ii. Conditional Commitment	N/A	
iii. Firm Commitment	N/A	
d. Other Loans & Grants		
i. Type & Source, List	N/A	
ii. Application	N/A	
iii. Award/Commitment	N/A	
2. Formation of Owner	9/12/1975	
3. IRS Approval of Nonprofit Status	N/A	
4. Closing and Transfer of Property to Owner	2/28/2020	Judith Cabelli
5. Plans and Specifications, Working Drawings	6/1/2019	John Kershner
6. Building Permit Issued by Local Government	2/15/2020	Byron Johnson
7. Start Construction	3/1/2020	Judith Cabelli
8. Begin Lease-up	9/1/2020	Tikia Johnson
9. Complete Construction	12/31/2020	Judith Cabelli
10. Complete Lease-Up	2/1/2021	Tikia Johnson
11. Credit Placed in Service Date	12/31/2020	Elayne Willisams

O. PROJECT BUDGET - HARD COSTS

Cost/Basis/Maximum Allowable Credit

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.

Must Use Whole Numbers Only!	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):				
	Item	(A) Cost	"30% Present Value Credit"		(D)
			(B) Acquisition	(C) Rehab/ New Construction	"70 % Present Value Credit"
1. Contractor Cost					
a. Unit Structures (New)	0	0	0	0	
b. Unit Structures (Rehab)	3,355,535	0	0	3,355,535	
c. Non Residential Structures	0	0	0	0	
d. Commercial Space Costs	0	0	0	0	
e. Structured Parking Garage	0	0	0	0	
Total Structure	3,355,535	0	0	3,355,535	
f. Earthwork	0	0	0	0	
g. Site Utilities	0	0	0	0	
h. Roads & Walks	0	0	0	0	
i. Site Improvements	0	0	0	0	
j. Lawns & Planting	0	0	0	0	
k. Engineering	0	0	0	0	
l. Off-Site Improvements	0	0	0	0	
m. Site Environmental Mitigation	0	0	0	0	
n. Demolition	0	0	0	0	
o. Site Work	295,244	0	0	295,244	
p. Other Site work	0	0	0	0	
Total Land Improvements	295,244	0	0	295,244	
Total Structure and Land	3,650,779	0	0	3,650,779	
q. General Requirements	181,205	0	0	181,205	
r. Builder's Overhead (1.8% Contract)	64,026	0	0	64,026	
s. Builder's Profit (5.3% Contract)	192,077	0	0	192,077	
t. Bonds	95,114	0	0	95,114	
u. Building Permits	0	0	0	0	
v. Special Construction	0	0	0	0	
w. Special Equipment	0	0	0	0	
x. Other 1:	0	0	0	0	
y. Other 2:	0	0	0	0	
z. Other 3:	0	0	0	0	
Contractor Costs	\$4,183,201	\$0	\$0	\$4,183,201	

O. PROJECT BUDGET - OWNER COSTS

MUST USE WHOLE NUMBERS ONLY!

Item	(A) Cost	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
		"30% Present Value Credit"		(D)
		(B) Acquisition	(C) Rehab/ New Construction	"70 % Present Value Credit"
2. Owner Costs				
a. Building Permit	30,000	0		30,000
b. Architecture/Engineering Design Fee \$6,486 /Unit)	240,000	0		240,000
c. Architecture Supervision Fee \$0 /Unit)	0	0	0	0
d. Tap Fees	0	0	0	0
e. Environmental	10,000	0	0	10,000
f. Soil Borings	0	0	0	0
g. EarthCraft/LEED	42,000	0	0	42,000
h. Appraisal	5,000	0	0	5,000
i. Market Study	5,000	0	0	0
j. Site Engineering / Survey	2,600	0	0	0
k. Construction/Development Mgt	0	0	0	0
l. Structural/Mechanical Study	15,000	0	0	0
m. Construction Loan Origination Fee	74,850	0	0	12,725
n. Construction Interest (3.3% for 10 months)	102,888	0	0	17,491
o. Taxes During Construction	71,966	0	0	12,234
p. Insurance During Construction	14,595	0	0	2,481
q. Permanent Loan Fee (0.5%)	24,478	0	0	0
r. Other Permanent Loan Fees	46,000	0	0	0
s. Letter of Credit	0	0	0	0
t. Cost Certification Fee	25,000	0	0	0
u. Accounting	35,000	0	0	0
v. Title and Recording	16,319	0	0	0
w. Legal Fees for Closing	180,000	0	0	0
x. Mortgage Banker	49,900	0	0	0
y. Tax Credit Fee	26,657			
z. Tenant Relocation	124,988	0	0	0
aa. Fixtures, Furnitures and Equipment	0	0	0	0
ab. Organization Costs	0	0	0	0
ac. Operating Reserve	320,233	0	0	0
ad. Contingency	288,754	0	0	227,757
ae. Security	0	0	0	0
af. Utilities	0	0	0	0
(1) Other* specify: Pre-devel Loan Fees/Intere	28,000	0	0	0
(2) Other* specify: Title Insurance and Fees	15,000	0	0	0
(3) Other* specify: Extermination Services	10,397	0	0	0
(4) Other* specify:	0	0	0	0
(5) Other * specify:	0	0	0	0
(6) Other* specify:	0	0	0	0

O. PROJECT BUDGET - OWNER COSTS

(7) Other* specify:		0	0	0	15,000
(8) Other* specify:		0	0	0	0
(9) Other* specify:		0	0	0	0
(10) Other* specify:		0	0	0	0
Owner Costs Subtotal (Sum 2A..2(10))		\$1,804,625	\$0	\$0	\$614,688
Subtotal 1 + 2 (Owner + Contractor Costs)		\$5,987,826	\$0	\$0	\$4,797,889
3. Developer's Fees		1,000,000	0	0	985,274
4. Owner's Acquisition Costs					
Land		1,800,000			
Existing Improvements		700,000	700,000		
Subtotal 4:		\$2,500,000	\$700,000		
5. Total Development Costs					
Subtotal 1+2+3+4:		\$9,487,826	\$700,000	\$0	\$5,783,163

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

(Provide documentation at **Tab E**)

\$0	Land
\$0	Building

Maximum Developer Fee:

\$1,048,539

Proposed Development's Cost per Unit:
per Sq Foot
Applicable Cost Limit per unit:

\$256,428 **Meets Limits**
\$199 **Meets Limits**
\$407,351

2019 Low-Income Housing Tax Credit Application For Reservation

P. ELIGIBLE BASIS CALCULATION

Item	(A) Cost	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
		"30 % Present Value Credit"		(D) "70 % Present Value Credit"
		(B) Acquisition	(C) Rehab/ New Construction	
1. Total Development Costs	9,487,826	700,000	0	5,783,163

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)

700,000	0	5,783,163
---------	---	-----------

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	1,734,949
b. For Revitalization or Supportive Housing (Eligible Basis x 30%)	0	0
c. For Green Certification (Eligible Basis x 10%)		0
Total Adjusted Eligible basis	0	7,518,112

5. Applicable Fraction

100.00000%	100.00000%	100.00000%
------------	------------	------------

6. Total Qualified Basis
(Eligible Basis x Applicable Fraction)

700,000	0	7,518,112
---------	---	-----------

7. Applicable Percentage

(Beginning with 2016 Allocations, use the standard 9% rate.)
(For tax exempt bonds, use the most recently published rates.)

3.27%	9.00%	9.00%
-------	-------	-------

8. Maximum Allowable Credit under IRC §42

(Qualified Basis x Applicable Percentage)
(Must be same as BIN total and equal to or less than credit amount allowed)

\$22,890	\$0	\$676,630
----------	-----	-----------

\$699,520 Combined 30% & 70% P. V. Credit
--

2019 Low-Income Housing Tax Credit Application For Reservation

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.	First Mortgage	TBD	TBD	\$4,990,000	
2.					
3.					
Total Construction Funding:				\$4,990,000	

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

	Source of Funds	Date of Application	Date of Commitment	Amount of Funds <i>(Whole Numbers only)</i>	Annual Debt Service Cost	Interest Rate of Loan	Amortization Period IN YEARS	Term of Loan (years)
1.	First Mortgage	TBD	TBD	\$4,990,000	\$293,173	4.21%	30.00	30.00
2.	Sponsor Subsidy Financing	2/1/2019	3/13/2019	\$500,000		2.91%	30.00	30.00
3.								
4.								
5.								
6.								
7.								
8.								
9.								
10.								
Total Permanent Funding:				\$5,490,000	\$293,173			

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.	Sponsor Subsidy Financing	3/13/2019	\$500,000
2.			
3.			
4.			
5.			
Total Subsidized Funding			\$500,000

5. Recap of Federal, State, and Local Funds

Portions of the sources of funds described above for the development are financed directly or indirectly with Federal, State, or Local Government Funds..... 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.	VHDA SPARC/REACH	\$0
g.	HOME Funds	\$0
h.	Other:	\$0
i.	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:

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

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

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

c. FALSE Other

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

2019 Low-Income Housing Tax Credit Application For Reservation

R. EQUITY

1. Equity

a. Portion of Syndication Proceeds Attributable to Historic Tax Credit					
Amount of Federal historic credits	\$0	x Equity \$	\$0.000	=	\$0
Amount of Virginia historic credits	\$0	x Equity \$	\$0.000	=	\$0
b. Equity that Sponsor will Fund:					
i. Cash Investment	\$0				
ii. Contributed Land/Building	\$0				
iii. Deferred Developer Fee	\$500,000				(Note: Deferred Developer Fee cannot be negative.)
iv. Other:	_____				
Equity Total			\$500,000		

2. Equity Gap Calculation

a. Total Development Cost	\$9,487,826
b. Total of Permanent Funding, Grants and Equity	- \$5,990,000
c. Equity Gap	\$3,497,826
d. Developer Equity	- \$350
e. Equity gap to be funded with low-income tax credit proceeds	\$3,497,476

3. Syndication Information (If Applicable)

a. Actual or Anticipated Name of Syndicator:	TBD		
Contact Person:	_____	Phone:	_____
Street Address:	_____		
City:	_____	State:	_____
		Zip:	_____
b. Syndication Equity			
i. Anticipated Annual Credits	\$366,528.00		
ii. Equity Dollars Per Credit (e.g., \$0.85 per dollar of credit)	\$0.954		
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	\$366,491		
vi. Total to be paid by anticipated users of credit (e.g., limited partners)	\$3,497,476		
c. Syndication:	Private		
d. Investors:	Corporate		

4. Net Syndication Amount

Which will be used to pay for Total Development Costs	\$3,497,476
---	-------------

5. Net Equity Factor

Must be equal to or greater than 85%	95.4313390131%
--------------------------------------	----------------

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 VHDA to determine, as required by the IRC, the amount of credits which may be allocated for the development. However, VHDA at all times retains the right to substitute such information and assumptions as are determined by VHDA 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 VHDA for a reservation of credits, the amount of such reservation may differ significantly from the amount you compute below.

1. Total Development Costs		<u>\$9,487,826</u>
2. Less Total of Permanent Funding, Grants and Equity	-	<u>\$5,990,000</u>
3. Equals Equity Gap		<u>\$3,497,826</u>
4. Divided by Net Equity Factor (Percent of 10-year credit expected to be raised as equity investment)		<u>95.4313390131%</u>
5. Equals Ten-Year Credit Amount Needed to Fund Gap		<u>\$3,665,280</u>
Divided by ten years		<u>10</u>
6. Equals Annual Tax Credit Required to Fund the Equity Gap		<u>\$366,528</u>
7. Maximum Allowable Credit Amount (from Eligible Basis Calculation)		<u>\$699,520</u>
8. Requested Credit Amount	For 30% PV Credit:	<u> </u>
	For 70% PV Credit:	<u>\$366,528</u>
Credit per LI Units	<u>\$9,906.1622</u>	
Credit per LI Bedroom	<u>\$5,390.1176</u>	
	Combined 30% & 70% PV Credit Requested	\$366,528

9. **Action:** Provide Attorney’s Opinion (**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	\$59,846
Plus Other Income Source (list): <u>Laundry</u>	<u>\$308</u>
Equals Total Monthly Income:	<u>\$60,154</u>
Twelve Months	x12
Equals Annual Gross Potential Income	\$721,848
Less Vacancy Allowance <u>5.0%</u>	<u>\$36,092</u>
Equals Annual Effective Gross Income (EGI) - Low Income Units	<u>\$685,756</u>

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

Total Monthly Income for Market Rate Units:	\$0
Plus Other Income Source (list): <u></u>	<u>\$0</u>
Equals Total Monthly Income:	<u>\$0</u>
Twelve Months	x12
Equals Annual Gross Potential Income	\$0
Less Vacancy Allowance <u>0.0%</u>	<u>\$0</u>
Equals Annual Effective Gross Income (EGI) - Market Rate Units	<u>\$0</u>

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

3. Cash Flow (First Year)

a. Annual EGI Low-Income Units	\$685,756
b. Annual EGI Market Units	\$0
c. Total Effective Gross Income	\$685,756
d. Total Expenses	\$342,566
e. Net Operating Income	\$343,190
f. Total Annual Debt Service	\$293,173
g. Cash Flow Available for Distribution	\$50,017

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	685,756	699,471	713,460	727,729	742,284
Less Oper. Expenses	342,566	352,843	363,428	374,331	385,561
Net Income	343,190	346,628	350,032	353,398	356,723
Less Debt Service	293,173	293,173	293,173	293,173	293,173
Cash Flow	50,017	53,455	56,859	60,225	63,550
Debt Coverage Ratio	1.17	1.18	1.19	1.21	1.22

	Year 6	Year 7	Year 8	Year 9	Year 10
Eff. Gross Income	757,130	772,272	787,718	803,472	819,541
Less Oper. Expenses	397,128	409,042	421,313	433,952	446,971
Net Income	360,002	363,230	366,405	369,520	372,570
Less Debt Service	293,173	293,173	293,173	293,173	293,173
Cash Flow	66,829	70,057	73,232	76,347	79,397
Debt Coverage Ratio	1.23	1.24	1.25	1.26	1.27

	Year 11	Year 12	Year 13	Year 14	Year 15
Eff. Gross Income	835,932	852,651	869,704	887,098	904,840
Less Oper. Expenses	460,380	474,191	488,417	503,070	518,162
Net Income	375,552	378,459	381,287	384,028	386,678
Less Debt Service	293,173	293,173	293,173	293,173	293,173
Cash Flow	82,379	85,286	88,114	90,855	93,505
Debt Coverage Ratio	1.28	1.29	1.30	1.31	1.32

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

U. Building-by-Building Information

Must Complete

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

Number of BINS: 2

Total Qualified Basis should equal total on Elig Basis Tab

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

DO NOT use the CUT feature

Bldg #	BIN if known	NUMBER OF		Street Address 1	Street Address 2	City	State	Zip	30% Present Value Credit for Acquisition				30% Present Value Credit for Rehab / New Construction				70% Present Value Credit			
		TAX CREDIT UNITS	MARKET RATE UNITS						Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount
1.	VA0316001	24		210 N Glebe Road (Units 1-24)		Arlington	VA	22203				\$0				\$0	\$2,641,643	12/31/2020	9.00%	\$237,748
2.	VA0316002	13		212 N Glebe Road (Units 25-37)		Arlington	VA	22203				\$0				\$0	\$1,430,890	12/31/2020	9.00%	\$128,780
3.												\$0				\$0				\$0
4.												\$0				\$0				\$0
5.												\$0				\$0				\$0
6.												\$0				\$0				\$0
7.												\$0				\$0				\$0
8.												\$0				\$0				\$0
9.												\$0				\$0				\$0
10.												\$0				\$0				\$0
11.												\$0				\$0				\$0
12.												\$0				\$0				\$0
13.												\$0				\$0				\$0
14.												\$0				\$0				\$0
15.												\$0				\$0				\$0
16.												\$0				\$0				\$0
17.												\$0				\$0				\$0
18.												\$0				\$0				\$0
19.												\$0				\$0				\$0
20.												\$0				\$0				\$0
21.												\$0				\$0				\$0
22.												\$0				\$0				\$0
23.												\$0				\$0				\$0
24.												\$0				\$0				\$0
25.												\$0				\$0				\$0
26.												\$0				\$0				\$0
27.												\$0				\$0				\$0
28.												\$0				\$0				\$0
29.												\$0				\$0				\$0
30.												\$0				\$0				\$0
31.												\$0				\$0				\$0
32.												\$0				\$0				\$0
33.												\$0				\$0				\$0
34.												\$0				\$0				\$0
35.												\$0				\$0				\$0

37 0

Totals from all buildings

\$0

\$0

\$0

\$0

\$4,072,533

\$366,528

Qualified basis should equal values on Elig Basis.

Number of BINS: 2

V. STATEMENT OF OWNER

The undersigned hereby acknowledges the following:

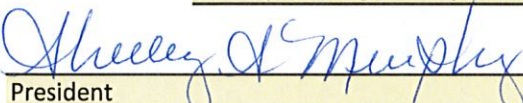
1. that, to the best of its knowledge and belief, all factual information provided herein or in connection herewith is true and correct, and all estimates are reasonable.
2. that it will at all times indemnify and hold harmless VHDA and its assigns against all losses, costs, damages, VHDA's expenses, and liabilities of any nature directly or indirectly resulting from, arising out of, or relating to VHDA'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 VHDA 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 VHDA 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 VHDA prior to allocation, should one be issued.
6. that the undersigned commits to providing first preference to members of targeted populations having state rental assistance and will not impose any eligibility requirements or lease terms terms for such individuals that are more restrictive than its standard requirements and terms, the terms of the MOU establishing the target population, or the eligibility requirements for the state rental assistance.
7. that, for the purposes of reviewing this application, VHDA 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 VHDA 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 VHDA 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 VHDA 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 waives the right to pursue a Qualified Contract on this development.
- 16. 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 VHDA's inability to process the application. The original or copy of this application may be retained by VHDA, 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: New Wesley Knightsbridge LLC
New Wesley Knightsbridge Managing Member LLC
Wesley Housing Development Corporation of Northern Virginia

By: 
Its: President
(Title)

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 VHDA'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. Item 5f requires a numeric value to be entered.

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

MANDATORY ITEMS:

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

1. READINESS:

a. VHDA notification letter to CEO (via Locality Notification Information Application)	Y	0 or -50	0.00
b. Local CEO Opposition Letter	N	0 or -25	0.00
c. Plan of development	N	0 or 40	0.00
d. Location in a revitalization area based on Qualified Census Tract	Y	0 or 10	10.00
e. Location in a revitalization area with resolution	N	0 or 15	0.00
f. Location in a Opportunity Zone	N	0 or 15	0.00
Total:			10.00

2. HOUSING NEEDS CHARACTERISTICS:

a. Sec 8 or PHA waiting list preference	N	0 or up to 5	0.00
b. Existing RD, HUD Section 8 or 236 program	Y	0 or 20	20.00
c. Subsidized funding commitments	5.27%	Up to 40	10.54
d. Tax abatement on increase of property's value	Y	0 or 5	5.00
e. New project based rental subsidy (HUD or RD)	N	0 or 10	0.00
f. Census tract with <12% poverty rate	10%	0, 20, 25 or 30	25.00
g. Development listed on the Rural Development Rehab Priority List	N	0 or 15	0.00
h. Dev. located in area with little or no increase in rent burdened population	N	Up to -20	0.00
i. Dev. located in area with increasing rent burdened population	N	Up to 20	0.00
Total:			60.54

2019 Low-Income Housing Tax Credit Application For Reservation

3. DEVELOPMENT CHARACTERISTICS:

a. Amenities (See calculations below)			47.00
b. Project subsidies/HUD 504 accessibility for 5 or 10% of units	Y	0 or 60	60.00
or c. HCV Payment Standard/HUD 504 accessibility for 5 or 10% of units	N	0 or 30	0.00
or d. HUD 504 accessibility for 5% of units	N	0 or 15	0.00
e. Proximity to public transportation (within Northern VA or Tidewater)	Y10	0, 10 or 20	10.00
f. Development will be Green Certified	Y	0 or 10	10.00
g. Units constructed to meet VHDA's Universal Design standards	0%	Up to 15	0.00
h. Developments with less than 100 units	Y	up to 20	20.00
i. Historic Structure	N	0 or 5	0.00
Total:			<u>147.00</u>

4. TENANT POPULATION CHARACTERISTICS:

Locality AMI	State AMI
\$117,200	\$55,900

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	0.00%	Up to 15	0.00
c. Units with rent at or below 30% of AMI and are not subsidized (up to 10% of LI units)	0.00%	Up to 10	0.00
d. Units with rents at or below 40% of AMI (up to 10% of LI units)	10.81%	Up to 10	10.00
e. Units with rent and income at or below 50% of AMI	100.00%	Up to 50	50.00
f. Units with rents at or below 50% rented to tenants at or below 60% of AMI	100.00%	Up to 25	0.00
or g. Units in LI Jurisdictions with rents <= 50% rented to tenants with <= 60% of AMI	0.00%	Up to 50	0.00
Total:			<u>75.00</u>

5. SPONSOR CHARACTERISTICS:

a. Developer experience - 3 developments with 3 x units or 6 developments with 1 x units	Y	0 or 50	50.00
or b. Developer experience - 3 developments and at least 500,000 in liquid assets	N	0 or 50	0.00
or c. Developer experience - 1 development with 1 x units	N	0 or 10	0.00
d. Developer experience - life threatening hazard	N	0 or -50	0.00
e. Developer experience - noncompliance	N	0 or -15	0.00
f. Developer experience - did not build as represented	0	0 or -2x	0.00
g. Developer experience - failure to provide minimum building requirements	N	0 or -20	0.00
h. Developer experience - termination of credits by VHDA	N	0 or -10	0.00
i. Developer experience - exceeds cost limits at certification	N	0 or -50	0.00
j. Management company rated unsatisfactory	N	0 or -25	0.00
Total:			<u>50.00</u>

6. EFFICIENT USE OF RESOURCES:

a. Credit per unit		Up to 200	108.40
b. Cost per unit		Up to 100	34.08
Total:			<u>142.48</u>

7. BONUS POINTS:

a. Extended compliance	0 Years	40 or 50	0.00
or b. Nonprofit or LHA purchase option	Y	0 or 60	60.00
or c. Nonprofit or LHA Home Ownership option	N	0 or 5	0.00
d. Combined 9% and 4% Tax Exempt Bond Site Plan	N	Up to 45	0.00
e. RAD or PHA Conversion participation and competing in Local Housing Authority pool	N	0 or 10	0.00
Total:			<u>60.00</u>

425 Point Threshold - all 9% Tax Credits
 325 Point Threshold - Tax Exempt Bonds

TOTAL SCORE: 545.02

Amenities:

	Max Pts	Score
All units have:		
a. Community Room	5	0.00
b. Exterior walls constructed with brick and other low maintenance materials	25	25.00
c. Sub metered water expense	5	0.00
d. Watersense labeled faucets, toilets and showerheads	3	0.00
e. Infrastructure for high speed internet/broadband	1	1.00
f. Free WiFi Access in community room	4	0.00
g. Each unit provided free individual high speed internet access	6	0.00
h. Each unit provided free individual WiFi	8	8.00
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	0.00
l. Cooking surfaces equipped with fire suppression features	2	2.00
m. Rehab only: dedicated space to accept permanent dehumidification system	2	2.00
n. Provides Permanently installed dehumidification system	5	0.00
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. Shelf or Ledge at entrance within interior hallway	2	0.00
s. New Construction: Balcony or patio	4	0.00
		<u>47.00</u>
All elderly units have:		
t. Front-control ranges	1	0.00
u. Independent/suppl. heat source	1	0.00
v. Two eye viewers	1	0.00
		<u>0.00</u>
Total amenities:		<u>47.00</u>

X.

Development Summary

Summary Information

2019 Low-Income Housing Tax Credit Application For Reservation

Deal Name:	Knightsbridge Apartments
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Cycle Type: 9% Tax Credits	Requested Credit Amount: \$366,528	
Allocation Type: Acquisition/Rehab	Jurisdiction: Arlington County	
Total Units: 37	Population Target: PWD	Total Score 545.02
Total LI Units: 37		
Project Gross Sq Ft: 35,098.81	Owner Contact: Shelley Murphy	
Green Certified? TRUE		

Source of Funds	Amount	Per Unit	Per Sq Ft	Annual Debt Service
Permanent Financing	\$5,490,000	\$148,378	\$156	\$293,173

Uses of Funds - Actual Costs				
Type of Uses	Amount	Per Unit	Sq Ft	% of TDC
Improvements	\$3,650,779	\$98,670	\$104	38.48%
General Req/Overhead/Profit	\$437,308	\$11,819	\$12	4.61%
Other Contract Costs	\$95,114	\$2,571	\$3	1.00%
Owner Costs	\$1,804,625	\$48,774	\$51	19.02%
Acquisition	\$2,500,000	\$67,568	\$71	26.35%
Developer Fee	\$1,000,000	\$27,027	\$28	10.54%
Total Uses	\$9,487,826	\$256,428		

Total Development Costs	
Total Improvements	\$5,987,826
Land Acquisition	\$2,500,000
Developer Fee	\$1,000,000
Total Development Costs	\$9,487,826

Income		
Gross Potential Income - LI Units		\$721,848
Gross Potential Income - Mkt Units		\$0
Subtotal		\$721,848
Less Vacancy %	5.00%	\$36,092
Effective Gross Income		\$685,756

Rental Assistance? TRUE

Expenses		
Category	Total	Per Unit
Administrative	\$103,682	\$2,802
Utilities	\$38,714	\$1,046
Operating & Maintenance	\$82,470	\$2,229
Taxes & Insurance	\$106,600	\$2,881
Total Operating Expenses	\$331,466	\$8,959
Replacement Reserves	\$11,100	\$300
Total Expenses	\$342,566	\$9,259

Cash Flow	
EGI	\$685,756
Total Expenses	\$342,566
Net Income	\$343,190
Debt Service	\$293,173
Debt Coverage Ratio (YR1):	1.17

Proposed Cost Limit/Unit: \$256,428
Applicable Cost Limit/Unit: \$407,351
Proposed Cost Limit/Sq Ft: \$199
Applicable Cost Limit/Sq Ft: \$225

Unit Breakdown	
Supp Hsg	0
# of Eff	0
# of 1BR	6
# of 2BR	31
# of 3BR	0
# of 4+ BR	0
Total Units	37

	Income Levels	Rent Levels
	# of Units	# of Units
<=30% AMI	0	0
40% AMI	4	4
50% AMI	33	33
60% AMI	0	0
>60% AMI	0	0
Market	0	0

Income Averaging? FALSE

Extended Use Restriction? 30

2019 Low-Income Housing Tax Credit Application For Reservation

\$/SF = **\$249.55** Credits/SF = **12.41454** Const \$/unit = **\$113,059.4865**

TYPE OF PROJECT: GENERAL = 11000; ELDERLY = 12000
 LOCATION: Inner-NVA=100; Outer-NV=200; NWN=300; Rich=400; Tid=500; Balance=600
 TYPE OF CONSTRUCTION: N C=1; ADPT=2; REHAB(35,000+)=3; REHAB*(15,000-35,000)=4

11000
100
3

100
3

*REHABS LOCATED IN BELTWAY (\$15,000-\$50,000) See Below

	GENERAL		Elderly				
	Supportive Hsg	EFF-E	1 BR-E	2 BR-E	EFF-E-1 ST	1 BR-E-1 ST	2 BR-E-1 ST
AVG UNIT SIZE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
NUMBER OF UNITS	0	0	0	0	0	0	0
PARAMETER-(COSTS=>35,000)	0	0	0	0	0	0	0
PARAMETER-(COSTS<35,000)	0	0	0	0	0	0	0
PARAMETER-(COSTS=>50,000)	0	0	0	0	0	0	0
PARAMETER-(COSTS<50,000)	0	0	0	0	0	0	0
COST PARAMETER	0	0	0	0	0	0	0
PROJECT COST PER UNIT	0	0	0	0	0	0	0
PARAMETER-(CREDITS=>35,000)	0	0	0	0	0	0	0
PARAMETER-(CREDITS<35,000)	0	0	0	0	0	0	0
PARAMETER-(CREDITS=>50,000)	0	0	0	0	0	0	0
PARAMETER-(CREDITS<50,000)	0	0	0	0	0	0	0
CREDIT PARAMETER	0	0	0	0	0	0	0
PROJECT CREDIT PER UNIT	0	0	0	0	0	0	0
COST PER UNIT POINTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CREDIT PER UNIT POINTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00

	GENERAL							
	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
AVG UNIT SIZE	0.00	717.29	813.56	0.00	0.00	0.00	0.00	0.00
NUMBER OF UNITS	0	6	31	0	0	0	0	0
PARAMETER-(COSTS=>35,000)	0	234,150	317,775	0	0	0	0	0
PARAMETER-(COSTS<35,000)	0	0	0	0	0	0	0	0
PARAMETER-(COSTS=>50,000)	0	234,150	317,775	0	0	0	0	0
PARAMETER-(COSTS<50,000)	0	0	0	0	0	0	0	0
COST PARAMETER	0	234,150	317,775	0	0	0	0	0
PROJECT COST PER UNIT	0	178,996	203,020	0	0	0	0	0
PARAMETER-(CREDITS=>35,000)	0	16,767	22,756	0	0	0	0	0
PARAMETER-(CREDITS<35,000)	0	0	0	0	0	0	0	0
PARAMETER-(CREDITS=>50,000)	0	16,767	22,756	0	0	0	0	0
PARAMETER-(CREDITS<50,000)	0	0	0	0	0	0	0	0
CREDIT PARAMETER	0	16,767	22,756	0	0	0	0	0
PROJECT CREDIT PER UNIT	0	8,905	10,100	0	0	0	0	0
COST PER UNIT POINTS	0.00	3.82	30.26	0.00	0.00	0.00	0.00	0.00
CREDIT PER UNIT POINTS	0.00	15.21	93.19	0.00	0.00	0.00	0.00	0.00

TOTAL COST PER UNIT POINTS **34.08**

TOTAL CREDIT PER UNIT POINTS **108.40**

Cost Parameters - Elderly

	Supportive Hsg	EFF-E	1 BR-E	2 BR-E	EFF-E-1 ST	1 BR-E-1 ST	2 BR-E-1 ST
Standard Cost Parameter - low rise	0	0	0	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0
Adjusted Cost Parameter	0	0	0	0	0	0	0

Credit Parameters - Elderly

	Supportive Hsg	EFF-E	1 BR-E	2 BR-E	EFF-E-1 ST	1 BR-E-1 ST	2 BR-E-1 ST
Standard Credit Parameter - low rise	0	0	0	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0
Adjusted Credit Parameter	0	0	0	0	0	0	0

Cost Parameters - General

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
Standard Parameter - low rise	0	234,150	317,775	0	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
Adjusted Cost Parameter	0	234,150	317,775	0	0	0	0	0

Credit Parameters - General

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
Standard Credit Parameter - low rise	0	16,767	22,756	0	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
Adjusted Credit Parameter	0	16,767	22,756	0	0	0	0	0

Northern Virginia Beltway (Rehab costs \$15,000-\$50,000)

Cost Parameters - Elderly

	Supportive Hsg	EFF-E	1 BR-E	2 BR-E	EFF-E-1 ST	1 BR-E-1 ST	2 BR-E-1 ST
Standard Cost Parameter - low rise	0	0	0	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0
Adjusted Cost Parameter	0	0	0	0	0	0	0

Credit Parameters - Elderly

	Supportive Hsg	EFF-E	1 BR-E	2 BR-E	EFF-E-1 ST	1 BR-E-1 ST	2 BR-E-1 ST
Standard Cost Parameter - low rise	0	0	0	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0
Adjusted Cost Parameter	0	0	0	0	0	0	0

Cost Parameters - General

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
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Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
Adjusted Cost Parameter	0	234,150	317,775	0	0	0	0	0

Credit Parameters - General

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
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Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
Adjusted Cost Parameter	0	16,767	22,756	0	0	0	0	0

2019 Low-Income Housing Tax Credit Application For Reservation

\$/SF = **\$249.55** Credits/SF = **12.41454** Const \$/unit = **\$113,059.49**

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NUMBER OF UNITS	0	0	0	0	0	0	0
PARAMETER-(COSTS=>35,000)	0	0	0	0	0	0	0
PARAMETER-(COSTS<35,000)	0	0	0	0	0	0	0
PARAMETER-(COSTS=>50,000)	0	0	0	0	0	0	0
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PARAMETER-(CREDITS=>50,000)	0	0	0	0	0	0	0
PARAMETER-(CREDITS<50,000)	0	0	0	0	0	0	0
CREDIT PARAMETER	0	0	0	0	0	0	0
PROJECT CREDIT PER UNIT	0	0	0	0	0	0	0
COST PER UNIT POINTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CREDIT PER UNIT POINTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00

	GENERAL							
	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
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PARAMETER-(COSTS=>50,000)	0	234,150	317,775	0	0	0	0	0
PARAMETER-(COSTS<50,000)	0	0	0	0	0	0	0	0
COST PARAMETER	0	234,150	317,775	0	0	0	0	0
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CREDIT PER UNIT POINTS	0.00	15.21	93.19	0.00	0.00	0.00	0.00	0.00

TOTAL COST PER UNIT POINTS **34.08**

TOTAL CREDIT PER UNIT POINTS **108.40**

Cost Parameters - Elderly

	Supportive Hsg	EFF-E	1 BR-E	2 BR-E	EFF-E-1 ST	1 BR-E-1 ST	2 BR-E-1 ST
Standard Cost Parameter - low rise	0	0	0	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0
Adjusted Cost Parameter	0	0	0	0	0	0	0

Credit Parameters - Elderly

	Supportive Hsg	EFF-E	1 BR-E	2 BR-E	EFF-E-1 ST	1 BR-E-1 ST	2 BR-E-1 ST
Standard Credit Parameter - low rise	0	0	0	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0
Adjusted Credit Parameter	0	0	0	0	0	0	0

Cost Parameters - General

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
Standard Parameter - low rise	0	234,150	317,775	0	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
Adjusted Cost Parameter	0	234,150	317,775	0	0	0	0	0

Credit Parameters - General

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
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Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
Adjusted Credit Parameter	0	16,767	22,756	0	0	0	0	0

Northern Virginia Beltway (Rehab costs \$10,000-\$50,000)

Cost Parameters - Elderly

	Supportive Hsg	EFF-E	1 BR-E	2 BR-E	EFF-E-1 ST	1 BR-E-1 ST	2 BR-E-1 ST
Standard Cost Parameter - low rise	0	0	0	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0
Adjusted Cost Parameter	0	0	0	0	0	0	0

Credit Parameters - Elderly

	Supportive Hsg	EFF-E	1 BR-E	2 BR-E	EFF-E-1 ST	1 BR-E-1 ST	2 BR-E-1 ST
Standard Cost Parameter - low rise	0	0	0	0	0	0	0
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Parameter Adjustment - high rise	0	0	0	0	0	0	0
Adjusted Cost Parameter	0	0	0	0	0	0	0

Cost Parameters - General

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
Standard Cost Parameter - low rise	0	234,150	317,775	0	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
Adjusted Cost Parameter	0	234,150	317,775	0	0	0	0	0

Credit Parameters - General

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
Standard Cost Parameter - low rise	0	16,767	22,756	0	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
Adjusted Cost Parameter	0	16,767	22,756	0	0	0	0	0

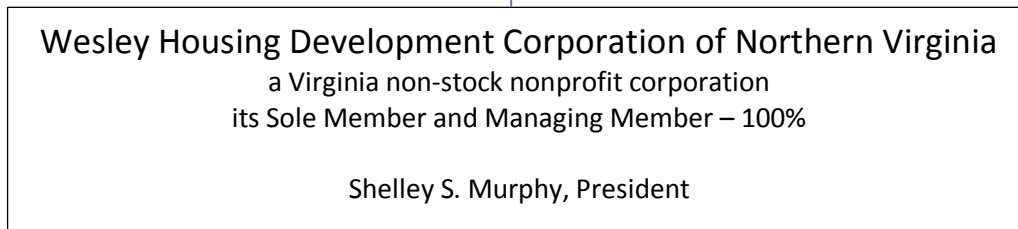
A

Partnership or Operating Agreement

Including chart of ownership structure with percentage of
interests (**MANDATORY**)

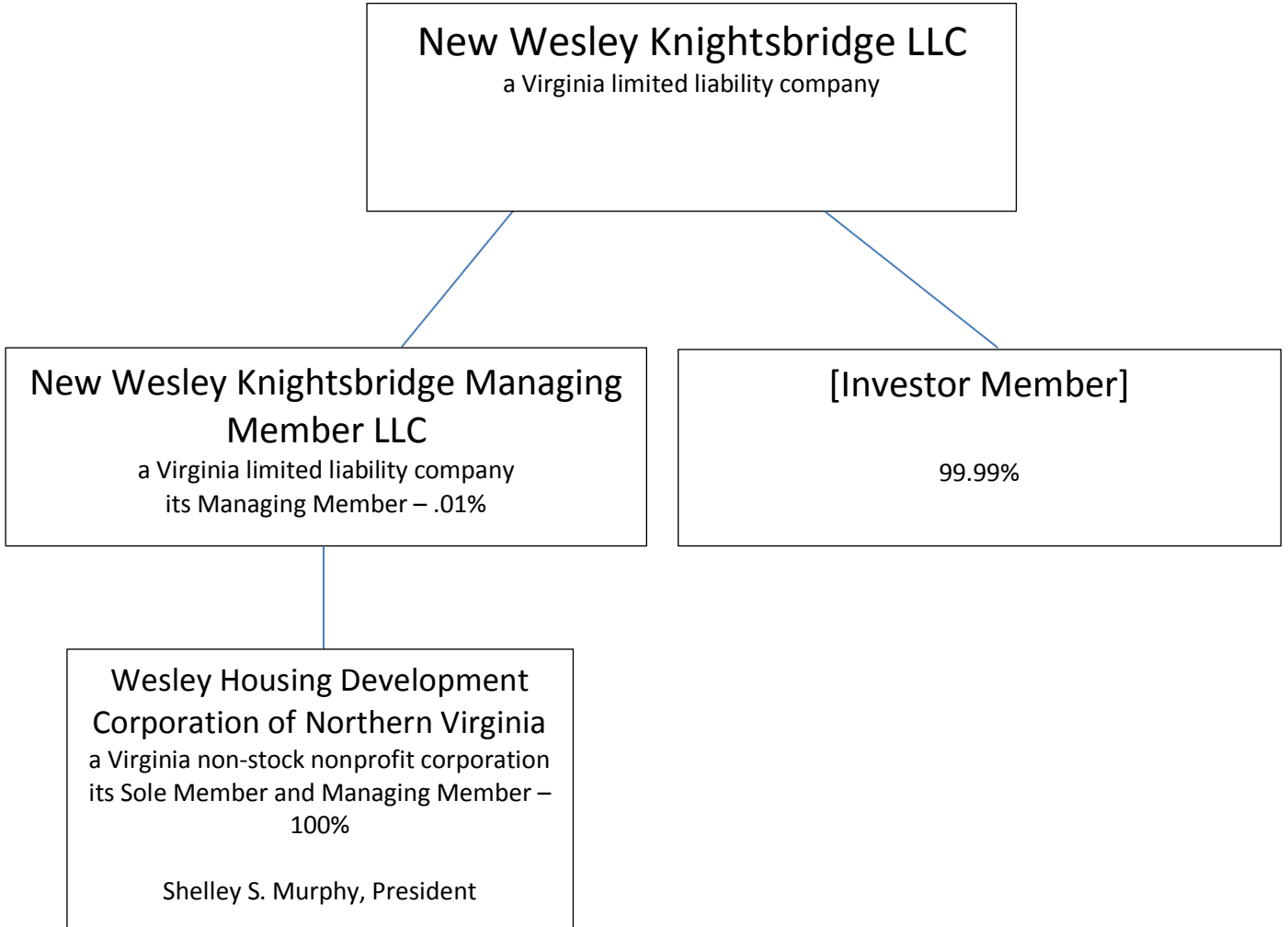
OWNERSHIP CHART
KNIGHTSBRIDGE APARTMENTS

Pre Investor



OWNERSHIP CHART
KNIGHTSBRIDGE APARTMENTS

Post Investor



**OPERATING AGREEMENT
OF
NEW WESLEY KNIGHTSBRIDGE LLC**

This Operating Agreement (the "**Agreement**") of New Wesley Knightsbridge LLC (the "**Company**"), a limited liability company organized pursuant to Chapter 12 of Title 13.1 of the Code of Virginia (the "**Act**"), is adopted by New Wesley Knightsbridge Managing Member LLC, the sole member of the Company (the "**Member**"), to form a limited liability company pursuant to and in accordance with the Act and to govern certain aspects of the operations of the Company and to set forth certain rights and obligations of the Member of the Company.

1. **Purpose and Powers.** The purpose of the Company is to serve as the owner of the development and property commonly known as Knightsbridge Apartments, located in the County of Arlington, Virginia (the "**Project**"), and to undertake any other activity which a limited liability company may lawfully undertake under the Act.
2. **Separateness.** The Company will conduct its business and operations in its own name and will maintain books and records and bank accounts separate from those of any other person or entity.
3. **Management.** The Company will be member-managed. New Wesley Knightsbridge Managing Member LLC will carry the title of "**Managing Member**" and will exercise full and exclusive control over the affairs of the Company. The Managing Member may appoint officers and agents for the Company and give them such titles and powers as the Managing Member may choose. Any action taken by the Managing Member in the name of the Company, and any action taken by an officer or agent of the Company in the name of the Company and with the proper authorization of the Managing Member, will be an action of the Company.
4. **Allocations of Profit and Loss.** All profits and losses of the Company (and items of income, deduction, gain, or loss) will be allocated 100% to the Managing Member.
5. **Distributions.** All distributions with respect to a membership interest in the Company will be made 100% to the Managing Member.
6. **Capital Contribution.** The capital contribution of the Managing Member to the Company is \$100.00.
7. **Dissolution.** The Company will dissolve upon the first to occur of (i) the sale or other disposition of all or substantially all of the Company's property and the Company's receipt of all or substantially all of the proceeds thereof, or (ii) the determination of the Managing Member to dissolve.
8. **Fiscal Year.** The fiscal year of the Company will be the calendar year.
9. **No Liability of Member and Others.** The Managing Member and its agents and any officers and agents of the Company will not be liable for the Company's liabilities, debts or obligations, all of which will be the sole obligation of the Company. The failure by the Company to observe any formalities or requirements relating to the exercise of its powers or the management of its business or affairs under this Agreement will not be grounds for imposing personal liability on the Managing Member or any officer.
10. **Indemnification.** The Company will indemnify and defend the Managing Member and its agents and any officers and agents of the Company, from and against all costs, losses, liabilities and

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

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

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

The undersigned has executed this Agreement effective as of March 13, 2019.

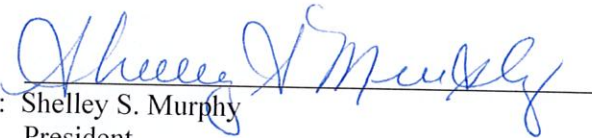
[signature page follows]

[signature page to Operating Agreement of New Wesley Knightsbridge LLC]

MANAGING MEMBER AND SOLE MEMBER:

NEW WESLEY KNIGHTSBRIDGE MANAGING MEMBER LLC

By: Wesley Housing Development Corporation of Northern Virginia,
its sole member

By: 
Name: Shelley S. Murphy
Title: President

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this “**Agreement**”) made as of [TBD Date] by and between New Wesley Knightsbridge LLC, a Virginia limited liability company (the “**Company**”) and Wesley Housing Development Corporation of Northern Virginia, a Virginia non-stock corporation (the “**Developer**”).

Recitals

WHEREAS, the Company was formed to acquire, construct, rehabilitate, develop, improve, maintain, own, operate, lease, dispose of and otherwise deal with an apartment project located in the County of Arlington, Virginia, known as Knightsbridge Apartments (the “**Project**”).

WHEREAS, the Project, following the completion of construction and renovation, is expected to constitute a “qualified low-income housing project” (as defined in Section 42(g)(1) of the Code).

WHEREAS, the Developer has provided and will continue to provide certain services with respect to the Project during the acquisition, development, rehabilitation and initial operating phases thereof.

WHEREAS, in consideration for such services, the Company has agreed to pay to the Developer certain fees computed in the manner stated herein.

WHEREAS, capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Operating Agreement of the Company of even date herewith (the “**Operating Agreement**”).

NOW, THEREFORE, in consideration of the recitals, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties agree as follows:

Section 1. Development Services.

(a) The Developer has performed certain services relating to the development of the Project and shall oversee the development, renovation and construction of the Project, and shall perform the services and carry out the responsibilities with respect to the Project as are set forth herein, and such additional duties and responsibilities as are reasonably within the general scope of such services and responsibilities and are designated from time to time by the Company.

(b) The Developer's services shall be performed in the name and on behalf of the Company and shall consist of the duties set forth in subparagraphs (i)-(xiii) below of this Section 1(b) and as provided elsewhere in this Agreement; provided, however, that if the performance of any duty of the Developer set forth in this Agreement is beyond the reasonable control of the

Developer, the Developer shall nonetheless be obligated to (i) use its best efforts to perform such duty and (ii) promptly notify the Company that the performance of such duty is beyond its reasonable control. The Developer has performed or shall perform the following:

(i) Negotiate and cause to be executed in the name and on behalf of the Company any agreements for architectural, engineering, testing or consulting services for the Project, and any agreements for the construction of any improvements or tenant improvements to be constructed or installed by the Company or the furnishing of any supplies, materials, machinery or equipment therefor, or any amendments thereof, provided that no agreement shall be executed nor binding commitment made until the terms and conditions thereof and the party with whom the agreement is made have been approved by the managing member of the Company (the “**Managing Member**”) unless the terms, conditions, and parties comply with guidelines issued by the Managing Member concerning such agreements;

(ii) Assist the Company in identifying sources of construction financing for the Project and negotiate the terms of such financing with lenders;

(iii) Establish and implement appropriate administrative and financial controls for the design and construction of the Project, including but not limited to:

(A) coordination and administration of the Project architect, the general contractor, and other contractors, professionals and consultants employed in connection with the design or rehabilitation of the Project;

(B) administration of any construction contracts on behalf of the Company;

(C) participation in conferences and the rendering of such advice and assistance as will aid in developing economical, efficient and desirable design and construction procedures;

(D) the rendering of advice and recommendations as to the selection of subcontractors and suppliers;

(E) the review and submission to the Company for approval of all requests for payments under any architectural agreement, general contractor's agreement, or any loan agreements with any lending institutions providing funds for the benefit of the Company for the design or construction of any improvements;

(F) the submission of any suggestions or requests for changes which could in any reasonable manner improve the design, efficiency or cost of the Project;

(G) applying for the maintaining in full force and effect any and all governmental permits and approvals required for the lawful construction of the Project;

(H) compliance with all terms and conditions applicable to the Company or the Project contained in any governmental permit or approval required or obtained for the lawful construction of the Project, or in any insurance policy affecting or covering the Project, or in any surety bond obtained in connection with the Project;

(I) furnishing such consultation and advice relating to the Project as may be reasonably requested from time to time by the Company;

(J) keeping the Company fully informed on a regular basis of the progress of the design and construction of the Project, including the preparation of such reports as are provided for herein or as may reasonably be requested by the Company and which are of a nature generally requested or expected of construction managers or similar owner's representatives on similar projects;

(K) giving or making the Company's instructions, requirements, approvals and payments provided for in the agreements with the Project architect, general contractor, and other contractors, professionals and consultants retained for the Project; and

(L) taking such actions as may be required to obtain any certificates of occupancy or equivalent documents required to permit the occupancy of the Project.

(iv) Inspect the progress of the course of construction of the Project, including verification of the materials and labor being furnished to and on such construction so as to be fully competent to approve or disapprove requests for payment made by the Project architect and the general contractor, or by any other parties with respect to the design or construction of the Project, and in addition to verify that the construction is being carried out substantially in accordance with the plans and specifications approved by the Company or, in the event construction is not being so carried out, to promptly notify the Company;

(v) If requested to do so by the Company, perform on behalf of the Company all obligations of the Company with respect to the design or construction of the Project contained in any loan agreement or security agreement in connection with the Project, or in any lease or rental agreement relating to space in the Project, or in any agreement entered into with any governmental body or agency relating to the terms and conditions of such construction, provided that copies of such agreements have been provided by the Company to the Developer or the Company has otherwise notified the Developer in writing of such obligations;

(vi) To the extent requested to do so by the Company, prepare and distribute to the Company a critical path schedule, and periodic updates thereto as necessary to reflect any material changes, but in any event not less frequently than quarterly, other design or construction cost estimates as required by the Company, and financial accounting reports, including monthly progress reports on the quality, progress and cost of construction and recommendations as to the drawing of funds from any loans arranged by the Company to cover the cost of design and construction of the Project, or as to the providing of additional capital contributions should such loan funds for any reason be unavailable or inadequate;

(vii) At the Company's expense, obtain and maintain insurance coverage for the Project, the Company, the Management Agent, and the Developer and its employees, at all times until final completion of construction of the Project, in accordance with an insurance schedule approved by the Company, which insurance shall include general public liability insurance covering claims for personal injury, including but not limited to bodily injury, or property damage, occurring in or upon the Property or the streets, passageways, curbs and vaults adjoining the Property. Such insurance shall be in a liability amount approved by the Company;

(viii) Comply with all applicable present and future laws, ordinances, orders, rules, regulations and requirements (hereinafter in this subparagraph (ix) called "laws") of all federal, state and municipal governments, courts, departments, commissions, boards and offices, any national or local Board of Fire Underwriters or Insurance Services. Offices having jurisdiction in the county in which the Project is located or any other body exercising functions similar to those of any of the foregoing, or any insurance carriers providing any insurance coverage for the Company or the Project, which may be applicable to the Project or any part thereof. Any such compliance undertaken by the Developer on behalf of and in the name of the Company, in accordance with the provisions of this Agreement, shall be at the Company's expense. The Developer shall likewise ensure that all agreements between the Company and independent contractors performing work in connection with the Project shall include the agreement of said independent contractors to comply with all such applicable laws;

(ix) Assemble and retain all contracts, agreements and other records and data as may be necessary to carry out the Developer's functions hereunder. Without limiting the foregoing, the Developer will prepare, accumulate and furnish to the Company and the appropriate governmental authorities, as necessary, data and information sufficient to identify the market value of improvements in place as of each real property tax lien date, and will take application for appropriate exclusions from the capital costs of the Project for purposes of real property ad valorem taxes;

(x) Coordinate and administer the design and construction of all interior tenant improvements to the extent required under any leases or other occupancy agreements to be constructed or furnished by the Company with respect to the initial leasing of space in the Project, whether involving building standard or non-building standard work;

(xi) Use its best efforts to accomplish the timely completion of the Project in accordance with the approved plans and specifications and the time schedules for such completion approved by the Company;

(xii) At the direction of the Company, use its best efforts to implement any decisions of the Company made in connection with the design, development and construction of the Project or any policies and procedures relating thereto, exclusive of leasing activities; and

(xiii) Use its best efforts to perform and administer any and all other services and responsibilities of the Developer which are set forth in any other provisions of this Agreement, or which are requested to be performed by the Company and are within the general scope of the services described herein.

Section 2. Limitations and Restrictions. Notwithstanding any provisions of this Agreement, the Developer shall not take any action, expend any sum, make any decision, give any consent, approval or authorization, or incur any obligation with respect to (i) any matter not related to the construction, renovation or construction financing of the Project, including but not limited to the acquisition of the Project, the organization of the Company, obtaining permanent financing, obtaining an investor for the Company or leasing up the Project, such matters to be performed or supervised by the Managing Member, and (ii) any of the following matters unless and until the same has been approved by the Company:

(a) Approval of all construction and architectural contracts and all architectural plans, specifications and drawings prior to the construction and/or alteration of any improvements contemplated thereby, except for such matters as may be expressly delegated in writing to the Developer by the Company;

(b) Any proposed change in the work of the construction of the Project, or in the plans and specifications therefor as previously approved by the Company, or in the cost thereof, or any other change which would affect the design, cost, value or quality of the Project, except for such matters as may be expressly delegated in writing to the Developer by the Company;

(c) Making any expenditure or incurring any obligation by or on behalf of the Company or the Project involving a sum in excess of \$25,000 or involving a sum of less than \$5,000 where the same relates to a component part of any work, the combined cost of which exceeds \$25,000, except for expenditures made and obligations incurred pursuant to and specifically set forth in a construction budget approved by the Company (the “**Construction Budget**”) or for such matters as may be otherwise expressly delegated to the Developer by the Company;

(d) Making any expenditure or incurring any obligation which, when added to any other expenditure, exceeds the Construction Budget or any line item specified in the Construction Budget, except for such matters as may be otherwise expressly delegated in writing to the Developer by the Company; or

(e) Expending more than what the Developer in good faith believes to be the fair and reasonable market value at the time and place of contracting for any goods purchased or leased or services engaged on behalf of the Company or otherwise in connection with the Project.

Section 3. Accounts and Records.

(a) The Developer on behalf of the Company, shall keep such books of account and other records as may be required and approved by the Company, including, but not limited to, records relating to the costs of construction advances. The Developer shall keep vouchers, statements, receipted bills and invoices and all other records, in the form approved by the Company, covering all collections, if any, disbursements and other data in connection with the Project prior to final completion of construction. All accounts and records relating to the Project,

including all correspondence, shall be surrendered to the Company, upon demand without charge therefor.

(b) The Developer shall cooperate with the Management Agent to facilitate the timely preparation by the Management Agent of such reports and financial statements as the Management Agent is required to furnish pursuant to the Management Agreement.

(c) All books and records prepared or maintained by the Developer shall be kept and maintained at all times at the place or places approved by the Company, and shall be available for and subject to audit, inspection and copying by the Management Agent, the Company or any representative or auditor thereof or supervisory or regulatory authority, at the times and in the manner set forth in the Operating Agreement.

Section 4. Obligation To Complete Construction and to Pay Development Costs.

The Developer shall complete the construction of the Project or cause the same to be completed in a good and workmanlike manner, free and clear of all mechanics', materialmen's or similar liens, and shall equip the Project or cause the same to be equipped with all necessary and appropriate fixtures, equipment and articles of personal property, including refrigerators and ranges, provided for in the Project Documents and the Plans and Specifications. The Developer also shall cause the achievement of Final Closing in accordance with the terms of the Company Agreement. If the Specified Proceeds as available from time to time are insufficient to cover all Development Costs and achieve Final Closing, the Developer shall advance or cause to be advanced to the Company from time to time as needed all such funds as are required to pay such deficiencies. Any such advances ("**Development Advances**") shall, to the extent permitted under the Project Documents and any applicable regulations or requirements of any Project Lender or Agency, be reimbursed at or prior to Final Closing only out of Specified Proceeds available from time to time after payment of all Development Costs. Any balance of the amount of each Development Advance not reimbursed through Final Closing shall not be reimbursable, shall not be credited to the Capital Account of any Member, or otherwise change the interest of any Person in the Company, but shall be borne by the Developer under the terms of this Agreement.

Section 5. Development Amount.

Any Development Advances made by the Developer shall be reimbursed from Specified Proceeds as set forth in Section 4. As reimbursement for any additional Development Advances and as a fee for its services in connection with the development of the Project and the supervision of the construction/rehabilitation of the Project, the Developer shall be paid an amount (the "**Development Amount**") equal to the lesser of (a) One Million and No/100 Dollars (\$1,000,000.00); or (b) the maximum amount which conforms to the developer fee standards imposed by the Virginia Housing Development Authority.

Section 6. Applicable Law.

This Agreement, and the application or interpretation hereof, shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

Section 7. Binding Agreement.

This Agreement shall be binding on the parties hereto, their heirs, executors, personal representatives, successors and assigns. As long as the Developer is not in default under this Agreement, the obligation of the Company to pay the Development Amount shall not be affected by any change in the identity of the Managing Member.

Section 8. Headings.

All section headings in this Agreement are for convenience of reference only and are not intended to qualify the meaning of any section.

Section 9. Terminology.

All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders, the singular shall include the plural, and vice versa as the context may require.

For purposes of this Agreement, the following terms have the following meanings:

“Development Costs” means any and all costs and expenses necessary to (i) cause the construction of the Project to be completed, in a good and workmanlike manner, free and clear of all mechanics', materialmen's or similar liens, in accordance with the Plans and Specifications, (ii) equip the Project with all necessary and appropriate fixtures, equipment and articles of personal property (including, without limitation, refrigerators and ranges), (iii) obtain all required certificates of occupancy for the apartment units and other space in the Project, (iv) finance the construction of the Project and achieve Final Closing in accordance with the provisions of the Project Documents, (v) discharge all Company liabilities and obligations arising out of any casualty occurring prior to Final Closing generating insurance proceeds for the Company, (vi) fund any Company reserves required hereunder or under any of the Project Documents at or prior to Final Closing, (vii) repay and discharge the construction loan from Virginia Housing Development Authority, and (viii) pay any other costs or expenses necessary to achieve the Completion Date and Final Closing.

“Specified Proceeds” means (i) the proceeds of all Project Loans, (ii) the net rental income, if any, generated by the Project prior to Final Closing which is permitted by the Project Lenders to be applied to the payment of Development Costs, (iii) the Capital Contributions of a limited member of the Company, (iv) the Capital Contributions of the Managing Member in the amounts set forth in Section 6 of the Operating Agreement as of the Initial Closing, and (v) any insurance proceeds arising out of casualties occurring prior to Final Closing. To the extent necessary, the Development Amount may be deferred to ensure there are sufficient Specified Proceeds to pay all Development Costs.

Section 10. Benefit of Agreement.

The obligations and undertakings of the Developer set forth in this Agreement are made for the benefit of the Company and its Partners and shall not inure to the benefit of any creditor of the Company other than a Partner, notwithstanding any pledge or assignment by the Company of this Agreement of any rights hereunder.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first written above.

COMPANY: **New Wesley Knightsbridge LLC**

By: New Wesley Knightsbridge Managing Member LLC,
its sole member and managing member

By: Wesley Housing Development Corporation of Northern
Virginia,
its sole member and managing member

By: _____
Name: Shelley S. Murphy
Title: President

DEVELOPER: **Wesley Housing Development Corporation of Northern Virginia**

By: _____
Name: Shelley S. Murphy
Title: President

B

Virginia State Corporation
Commission Certification
(MANDATORY)

Commonwealth of Virginia



STATE CORPORATION COMMISSION

Richmond, January 16, 2019

This is to certify that the certificate of organization of

New Wesley Knightsbridge LLC

was this day issued and admitted to record in this office and that the said limited liability company is authorized to transact its business subject to all Virginia laws applicable to the company and its business. Effective date: January 16, 2019



State Corporation Commission

Attest:

Joel H. Peck
Clerk of the Commission

C

Principal's Previous
Participation Certification
(MANDATORY)



Previous Participation Certification Instructions

General Instructions:

The following certification:

- Must be completed, regardless of any principal's inclusion on the Developer Experience List.
- Must be signed by an individual who is, or is authorized to act on behalf of, the Controlling General Partner (if LP) or Managing Member (if LLC) of the Applicant, as designated in the partnership agreement. VHDA will accept an authorization document, which gives signatory authorization to sign on behalf of the principals.
- Must be dated no more than 30 days prior to submission of the LIHTC Application.

Definitions:

Development - the proposed multifamily rental housing development

Participants - the principals who will participate in the ownership of the development

Principal - any person (including any individual, joint venture, partnership, limited liability company, corporation, nonprofit organization, trust, or any other public or private entity) that (i) with respect to the proposed development, will own or participate in the ownership of the proposed development or (ii) with respect to an existing multifamily rental property, has owned or participated in the ownership of such property, all as more fully described herein below. The person who is the owner of the proposed development or multifamily rental property is considered a principal. In determining whether any other person is a principal, the following guidelines shall govern:

- In the case of a partnership which is a principal (whether as the owner or otherwise), all general partners are also considered principals, regardless of the percentage interest of the general partner;
- In the case of a public or private corporation or organization or governmental entity that is a principal (whether as the owner or otherwise), principals also include the president, vice president, secretary, and treasurer and other officers who are directly responsible to the board of directors or any equivalent governing body, as well as all directors or other members of the governing body and any stockholder having a 25% or more interest;
- In the case of a limited liability company (LLC) that is a principal (whether as the owner or otherwise), all members are also considered principals, regardless of the percentage interest of the member;
- In the case of a trust that is a principal (whether as the owner or otherwise), all persons having a 25% or more beneficial ownership interest in the assets of such trust;
- In the case of any other person that is a principal (whether as the owner or otherwise), all persons having a 25% or more ownership interest in such other person are also considered principals; and

Instructions, cont'd

- Any person that directly or indirectly controls, or has the power to control, a principal shall also be considered a principal.

Please follow guidelines below for listing principals.

- If the owner is a partnership, list the names of all GPs, regardless of % interest in the General Partnership
- If the owner is an LLC, list the names of all members regardless of % interest
- If the owner is a Corporation (public or private), Organization or Governmental Entity, list the names of officers who are directly responsible to the Board of Directors (or equivalent) and any stockholder having a 25% or more interest
- If the owner is a Trust, list the names of all persons having a 25% or more beneficial ownership interest in the assets of the trust
- If the owner is an Individual, list the name of anyone having a 25% or more ownership interest of the named individual

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

If you have any questions, please call the Tax Credit Allocation Department at (804) 343-5518.



Previous Participation Certification

Development Name: Knightsbridge Apartments
Name of Applicant (entity): New Wesley Knightsbridge LLC

I hereby certify that:

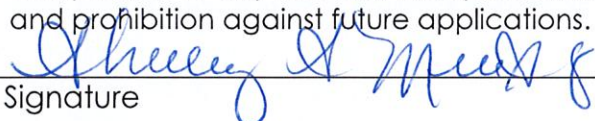
1. All the statements made by me are true, complete and correct to the best of my knowledge and belief and are made in good faith, including the data contained in Schedule A and any statements attached to this certification.
2. During any time that any of the participants were principals in any multifamily rental property, no property has been foreclosed upon, in default or assigned to the mortgage insurer (governmental or private); nor has mortgage relief by the mortgagee been given;
3. During any time that any of the participants were principals in any multifamily rental property, there has not been any breach by the owner of any agreements relating to the construction or rehabilitation, use, operation, management or disposition of the property, including removal from a partnership;
4. That at no time have any principals listed in this certification been required to turn in a property to the investor or have been removed from a multifamily rental property ownership structure;
5. That to the best of my knowledge, 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 the property;
7. None of the participants has been convicted of a felony and is not presently, to my knowledge, 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; and

Previous Participation Certification, cont'd

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 Development Authority (VHDA) employee or a member of the immediate household of any of its employees.
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 in 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

Shelley S. Murphy

Printed Name


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

D

List of LIHTC Developments

(Schedule A)
(MANDATORY)

List of LIHTC Developments (Schedule A)



Development Name: Knightsbridge Apartments
 Name of Applicant: New Wesley Knightsbridge LLC

INSTRUCTIONS:

- 1 **A Schedule A is required for every individual that makes up the GP or Managing Member** - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2003 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Wesley Housing Development Corporation of Northern Virginia **Controlling GP (CGP) or 'Named' Managing** Y
Principal's Name: **Member of Proposed property?*** 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	Quarry Station Seniors Apts. Manassas, VA	Quarry Station Seniors c/o Wesley Housing Dev. Corp. 703-642-3830	Yes	79	79	7/3/02	2/10/03	No
2	Knightsbridge Apartments Arlington, VA	Wesley Knightsbridge, L.P. c/o Wesley Housing Dev. Corp. 703-642-3830	Yes	37	37	8/1/04	6/28/05	No
3	Whitefield Commons Apts. Arlington, VA	Wesley Whitefield, L.P. c/o Wesley Housing Dev. Corp. 703-642-3830	Yes	63	63	12/1/05	4/6/06	No
5	Coppermine Place II Herndon, VA	Wesley Coppermine, L.P. c/o Wesley Housing Dev. Corp. 703-642-3830	Yes	66	66	5/26/05	5/23/06	No
6	ParcView Apartments Alexandria, VA	Wesley ParcView, L.P. c/o Wesley Housing Dev. Corp. 703-642-3830	Yes	149	120	12/1/07	7/22/08	No
7	Beverly Park Apartments Alexandria, VA	Wesley Notabene, L.P. c/o Wesley Housing Dev. Corp. 703-642-3830	Yes	33	33	8/5/09	5/7/10	No
8	Strawbridge Square Apts. Alexandria, VA	Wesley Strawbridge, L.P. c/o Wesley Housing Dev. Corp. 703-642-3830	Yes	128	127	3/25/10	1/19/11	No
9	Colonial Village Apartments Arlington, VA	Wesley Colonial Village II, L.P. c/o Wesley Housing Dev. Corp. 703-642-3830	Yes	162	129	11/30/12	11/14/13	No
10	Pierce Queen Apartments Arlington, VA	PQ Apartments, LLC c/o Wesley Housing Dev. Corp. 703-642-3830	No	193	78	12/23/16	7/11/18	No
11	Lynhaven and William Watters Apartments Alexandria and Arlington, VA	Wesley Lynwatters LLC c/o Wesley Housing Dev. Corp. 703-642-3830	Yes	49	49	5/15/15	10/19/16	No
12	The Fallstead at Lewinsville Center McLean, VA	Wesley Lewinsville, L.P. c/o Wesley Housing Dev. Corp. 703-642-3830	Yes	82	82	10/31/18	TBD	No
13	Wexford Manor A Falls Church, VA	New Wexford LLC c/o Wesley Housing Dev. Corp. 703-642-3830	Yes	38	38	3/30/17	12/8/17	No
14	Wexford Manor B Falls Church, VA	New Wexford Bond LLC c/o Wesley Housing Dev. Corp. 703-642-3830	Yes	36	36	10/18/17	7/11/18	No

List of LIHTC Developments (Schedule A)

15	Culpepper Garden I Apts. Arlington, VA	CGI Restoration Limited c/o Wesley Housing Dev. Corp. 703-642-3830	Yes	210	208	TBD	TBD	No
16	Brookland Place Apts. Washington, DC	Wesley Brookland LLC c/o Wesley Housing Dev. Corp. 703-642-3830	Yes	80	80	TBD	TBD	No
17	The Arden Building A Alexandria, VA	Wesley Huntington A, LLC c/o Wesley Housing Dev. Corp. 703-642-3830	Yes	79	79	TBD	TBD	No
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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: 1,484 1,304

LIHTC as % of
88% **Total Units**

E

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

OPTION TO LEASE AND TO PURCHASE

This Option to Lease (this "**Agreement**"), effective as of March 11, 2019 ("**Effective Date**"), is made by and between KA, Inc., a Virginia corporation ("**Landlord**"), Wesley Knightsbridge Limited Partnership, a Virginia limited partnership ("**Improvements Owner**", and together with the Landlord, the "**Optionors**"), and New Wesley Knightsbridge LLC, a Virginia limited liability company ("**Optionee**").

RECITALS

- A. Landlord is the owner of certain real property located in the City of Charlottesville, Virginia and described on the attached Exhibit A ("**Property**"), and wishes to grant Optionee an option to lease the Property.
- B. Improvements Owner is the owner of all improvements located on the Property ("**Improvements**"), and wishes to grant Optionee an option to purchase the Improvements.
- C. Optionee wishes to accept the option to lease the Property and purchase the Improvements on the terms and conditions stated below.

Therefore, the parties agree as follows:

AGREEMENT

1. **Grant of Option to Lease.** In consideration of Landlord's receipt of \$10.00 from Optionee (which is hereby acknowledged), Landlord hereby grants to Optionee the exclusive right and option to lease the Property ("**Lease Option**") at any time after the Effective Date, and continuing until 5:00 p.m. on March 1, 2020 (the "**Lease Option Expiration Date**"). In connection with Optionee's exercise of such Lease Option, Landlord shall agree to terminate the existing ground lease on the Property ("**Existing Ground Lease**") upon such election; and Improvements Owner, as the current tenant under the Existing Ground Lease, shall agree to such termination and to relinquish its rights and interests under the Existing Ground Lease upon such election.
2. **Grant of Option to Purchase.** In consideration of Improvements Owner's receipt of \$10.00 from Optionee (which is hereby acknowledged), Improvements Owner hereby grants to Optionee the exclusive right and option to purchase the Improvements ("**Improvements Option**", and together with the Lease Option, the "**Options**") at any time after the Effective Date, and continuing until 5:00 p.m. on March 1, 2020 (the "**Improvements Option Expiration Date**").
3. **Ground Lease.** Optionee shall be permitted to assign and encumber its leasehold interest under the Ground Lease to be entered into between Landlord and Optionee, in accordance with the terms of the Ground Lease, as security for debt financing for the Project; however, Landlord shall retain the right to carry out and retain certain capital improvements for use in this and other phases of a related redevelopment project. This Lease Option shall not be recorded; however, the Ground Lease or a memorandum thereof is expected to be recorded or memorialized in the appropriate office of public records, in accordance with the laws of the Commonwealth of Virginia. All costs of transfer and such recordation will be borne by Optionee. The Ground Lease shall be for a term of 99 years. The amount of the Initial Capitalized Rent Payment (as defined in the Ground Lease) will be equal to \$1,800,000.00 payable upon execution of the Ground Lease in cash or by promissory note bearing interest at the applicable federal rate, which amount shall be for the lease of the land (subject to Landlord's reversionary interest). The Ground Lease will be "triple net" lease, with Optionee being responsible for all costs of maintenance and operations.

4. **Purchase Price of Improvements.** This Improvements Option shall not be recorded; however, a further agreement to be entered into between the Improvements Owner and the Optionee, or a memorandum thereof, is expected to be recorded or memorialized in the appropriate office of public records, in accordance with the laws of the Commonwealth of Virginia. All costs of transfer and such recordation will be borne by Optionee. The amount of the Purchase Price (as defined in the further agreement) will be equal to \$700,000.00 payable upon execution of the such agreement in cash or by promissory note bearing interest at the applicable federal rate.
5. **Application of Consideration to Ground Rent and to Purchase Price.** If Optionee elects to lease the Property under the terms and conditions of this Agreement, the consideration paid for the Lease Option will not be applied to the ground rent. If Optionee elects to purchase the Improvements under the terms and conditions of this Agreement, the consideration paid for the Improvements Option will not be applied to the purchase price.
6. **Exercise of Options.** Optionee may exercise the Lease Option by giving Landlord written notice, signed by Optionee, on or before the Lease Option Expiration Date. Optionee may exercise the Improvements Option by giving Improvements Owner written notice, signed by Optionee, on or before the Improvements Options Expiration Date.
7. **Proof of Title.** Landlord will, at Optionee's expense, furnish Optionee a policy of title insurance, written by a title insurer acceptable to Optionee, insuring the title to the Property on terms acceptable to Optionee. Improvements Owner will, at Optionee's expense, furnish Optionee a policy of title insurance, written by a title insurer acceptable to Optionee, insuring the title to the Improvements on terms acceptable to Optionee.
8. **Failure to Exercise Options.** If Optionee does not exercise the Lease Option in accordance with its terms and before the Lease Option Expiration Date, the Lease Option and the rights of Optionee will automatically and immediately terminate without notice. In the event Optionee fails to exercise the Lease Option, Landlord will retain the sum paid as consideration for the Lease Option. If Optionee does not exercise the Improvements Option in accordance with its terms and before the Improvements Option Expiration Date, the Improvements Option and the rights of Optionee will automatically and immediately terminate without notice. In the event Optionee fails to exercise the Improvements Option, Landlord will retain the sum paid as consideration for the Improvements Option.
9. **Notices.** All notices provided for in this Agreement will be deemed to have been duly given if and when deposited in the United States mail with proper and sufficient postage affixed, properly addressed to the party for whom intended at the party's address listed above, or when delivered personally to such party.
10. **Binding Effect.** This Agreement will be binding upon and inure only to the benefit of the parties to it.
11. **Marketing.** Landlord shall not market the Property or enter into any contract or option to sell the Property prior to the Lease Option Expiration Date. Improvements Owner shall not market the Improvements or enter into any contract or option to sell the Improvements prior to the Improvements Option Expiration Date.
12. **Contingencies.** Optionee's exercise of the Options is contingent upon the following, without limitation: (a) the Optionee determining the feasibility of the Property and the Improvements for development, (b) the Optionee obtaining financing for the development of the Property and the

Improvements, including an allocation of tax credits from the Virginia Housing Development Authority, and (c) determinations satisfactory to the Optionee that the Property and Improvements and Optionee's development plan meet all applicable governmental requirements, including without limitation any review and approvals that may be required pursuant to the National Environmental Policy Act ("NEPA") and related requirements under 24 CFR Parts 50 or 58, if applicable.

[signature pages follow]

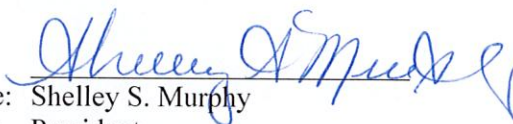
[signature page to Option to Lease and to Purchase]

OPTIONEE:

NEW WESLEY KNIGHTSBRIDGE LLC,
a Virginia limited liability company

By: New Wesley Knightsbridge Managing Member LLC,
its managing member

By: Wesley Housing Development Corporation of Northern Virginia,
its managing member

By: 
Name: Shelley S. Murphy
Title: President

[signature pages continue on next page]

[signature page to Option to Lease and to Purchase]

LANDLORD:

KA, INC.

a Virginia corporation

By:

Name:

Title:

Shelley S Murphy
Shelley S Murphy
Secretary

[signature pages continue on next page]

[signature page to Option to Lease and to Purchase]

IMPROVEMENTS OWNER:

WESLEY KNIGHTSBRIDGE LIMITED PARTNERSHIP
a Virginia limited partnership

By: KA Development Company,
its general partner

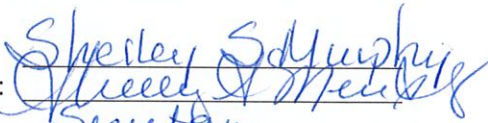
By: 
Name: Wesley S. Murphy
Title: Secretary

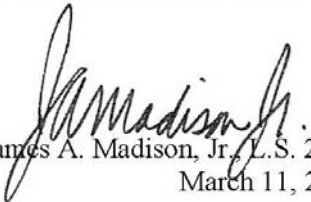
Exhibit A to Option to Lease and to Purchase



ESTABLISHED 1945

Description of the property of Wesley Knightsbridge Limited Partnership as recorded in Deed Book 3629 at Page 2417 among the land records of Arlington County, Virginia:

Beginning at a point in the west right-of-way line of North Glebe Road – Route 120, said point being the northeast corner of now-or-formerly The Gatehouse Condominium as recorded in Deed Book 4004 at Page 359; thence with the west right-of-way line of North Glebe Road – Route 120, S 48°33'20" E, 23.50 feet to a point; thence S 41°26'40" W, 4.00 feet to a point; thence S 48°33'20" E, 51.50 feet to a point, said point being the northwest corner of Parcel B-1, St. Thomas More's Addition to Buckingham as recorded in Deed Book 1603 at Page 358; thence with Parcel B-1, S 41°26'40" W, 264.54 feet to a point; thence S 48°33'20" E, 99.50 feet to a point in the north line of now-or-formerly property of Most Reverend Thomas J. Welsh (St. Thomas More Parish Property) as recorded in Deed Book 1890 at Page 49; thence with St. Thomas More Parish Property, S 41°26'40" W, 200.00 feet to a point, said point being a corner to the aforesaid The Gatehouse Condominium; thence with The Gatehouse Condominium, N 48°33'20" W, 174.50 feet to a point; thence N 41°26'40" E, 468.54 feet to the point of beginning and containing an area of 54,834 square feet or 1.2588 acres, more or less.


James A. Madison, Jr., L.S. 2764
March 11, 2019

CIVIL ENGINEERS
LAND SURVEYORS
PLANNERS
LANDSCAPE ARCHITECTS
ARBORISTS

207 PARK AVENUE
FALLS CHURCH, VA 22046
PHONE: (703) 532-6163
FAX: (703) 533-1301
WWW.WLPINC.COM

General Information

Owner KA INC WESLEY KNIGHTSBRIDGE LP		Legal Description CATHCART TRACT 54835 SQ FT	
Mailing Address 5515 CHEROKEE AVE #204 ALEXANDRIA VA 22312		Trade Name KNIGHTSBRIDGE APTS	
Year Built 1947	Units N/A	EU# N/A	
Property Class Code 311-Apartment - Garden	Zoning RA8-18	Lot Size 54835	
Neighborhood# 870000	Map Book/Page 063-10	Polygon 20031006	
Site Plan N/A	Rezoning N/A	Tax Exempt No	

Assessment History

Effective Date	Change Reason	Land Value	Improvement Value	Total Value
1/1/2019	01- Annual	\$3,281,900	\$2,872,000	\$6,153,900
1/1/2018	01- Annual	\$3,281,900	\$2,858,100	\$6,140,000
1/1/2017	01- Annual	\$3,281,900	\$2,257,300	\$5,539,200
1/1/2016	01- Annual	\$3,125,600	\$1,973,000	\$5,098,600
1/1/2015	01- Annual	\$2,961,100	\$1,785,000	\$4,746,100
1/1/2014	01- Annual	\$2,670,800	\$1,901,300	\$4,572,100
8/1/2013	05- Review	\$2,670,800	\$1,901,300	\$4,572,100
1/1/2013	01- Annual	\$2,670,800	\$2,118,600	\$4,789,400
1/1/2012	01- Annual	\$2,670,800	\$2,019,800	\$4,690,600
1/1/2011	01- Annual	\$2,670,800	\$849,900	\$3,520,700
1/1/2010	01- Annual	\$2,670,800	\$433,800	\$3,104,600

F

Architect's Certification
and Third-Party RESNET
Rater Certification
(MANDATORY)



INSTRUCTIONS FOR THE COMPLETION OF APPENDIX F ARCHITECT'S CERTIFICATION

(This form must be included in the Application – Tab F)

NOTE: If the development includes any combination of **New Construction, Rehabilitation** or Adaptive Reuse, then separate Architect Certifications must be provided for each construction type.

The proper completion of this certification is critical to calculate the average unit square feet and net rentable square feet of each unit type, to document amenity items for which will be awarded, and to calculate certain elements of the efficient use of resources points.

If this certification is not completed correctly there may be loss of points or disqualification of the application to compete for tax credits. **If this development receives an allocation of tax credits and items are not provided as indicated on this certification then VHDA may, at its sole option, require the payment by the Owner of an amount up to 10% of the Total Development Cost (as set forth in the Application) of the development as liquidated damages for such violation or the total loss of credits may result.** Therefore, it is imperative that this certification reflect the true and accurate intent of what will be provided in return for an allocation of tax credits.

Each section of this certification contains instructions on how the information should be provided. For Unit Size Calculations, the Average Unit Square Feet and Net Rentable Square Feet should be listed to two (2) decimal places. The number of units indicated should be only the units for which rent will be collected. For Average Unit Square Feet calculations, the Total Square Feet should equal the Average Unit Square Feet multiplied by the Number of Units/Type. The total at the bottom of the Total Square Feet column should equal item (D) on the same page of the certification, or be within 1 digit due to rounding.

Accessibility certifications on page 6 are for tax credit point categories only and are not to be confused with minimum code requirements.



Architect's Certification

Name of Development: Knightsbridge Apartments

Address of Development: 210 N Glebe Road, Arlington, VA 22203

Name of Owner: New Wesley Knightsbridge LLC

The architect signing this document is certifying that all unit and site amenities indicated in this certification are incorporated into the development plans and specifications, and that all products necessary to fulfill these representations are available for these purposes. The architect signing this document also certifies their understanding that both the excel application and the information in the architect certification must be the same and discrepancies between the excel application and architect's certification can result in penalties or even disqualification.

The individual who certifies this information must initial the pages where indicated, provide the personal information requested and sign on the last page. This certification should not be mailed separately to VHDA but returned to the developer for inclusion in the tax credit application.

(Acknowledge and include this instruction sheet as part of the certification)

Acknowledged:

Printed Name:

Bruce H. Zavos, AIA

All developments seeking Virginia Low Income Housing Tax Credits are required to meet one of the following as certified by a RESNET Rater:

New Construction - EnergyStar Certification

The development's design meets the criteria for the EnergyStar certification.

Rehabilitation -30% performance increase over existing, based on HERS Index

Or Must evidence a HERS Index of 80 or better

Adaptive Reuse - Must evidence a HERS Index of 95 or better.

Plans and Specifications: Required documentation for all properties (new construction, rehabilitation and adaptive reuse)

- 1 A location map with property(ies) clearly defined.
- 2 A site plan showing overall dimensions of main 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. For combination 4% and 9% properties, site plan must show all elements of both properties labeled so that the elements are distinguishable as to 4% and 9%.
- 3 Sketch plans of main 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);

A Unit by Unit write up is required for all Rehabilitation properties

This certification includes two (2) separate calculations of square footage:

- 1. Average Gross Unit Square Feet:** Measurements Include A Prorata Share of Heated Residential Common Area
- 2. Net Rentable Square Feet:** Measurements *Do Not* Include A Prorata Share of Any Common Area and Reflect All Floor Plans of Each Unit Type (1-BR, 2-BR, etc.) measured from the interior face of the unit perimeter walls

1. Average Gross Unit Square Feet: (These measurements impact the scoring of tax credit applications)

For purposes of determining the total residential heated square feet (D), the building(s) were measured from the outside face of exterior walls and the centerline of any party walls. All unheated spaces (B) and nonresidential, (income producing commercial spaces) (C) were subtracted from this measurement. Community rooms, laundry rooms, property management offices and apartments, heated maintenance facilities, and other common space designed to serve residential tenants were not deducted. Based on this procedure, I certify the following calculations in determining the usable heated square feet for the above referenced development:

35,098.81		(A) Total gross floor area in (sq. ft.) for the entire development
5,574.72	-	(B) Unheated floor area (breezeways, balconies, storage)
0.00	-	(C) Nonresidential, (commercial income producing) area
29,524.09	=	(D) Total residential heated area (sq. ft.) for the development

INSTRUCTIONS FOR AVERAGE UNIT SQUARE FEET CALCULATIONS:

Provide the average unit size for each bedroom type, (1 bedroom elderly, 2 bedroom garden, 3 bedroom townhouse, etc.) by adding the total square feet of all the same bedroom types (2 bedroom garden with 1 bath and 2 bedroom garden with 2 baths) and adding the prorated share of heated common residential space and divide by the total number of the same bedroom types (2 bedroom garden). Do not alter any items below.

Unit Types	Average Unit Sq. Ft. *	x	Number of Units/Type	=	Total Square Feet
Supportive Housing	0.00		0		0.00
1 Story/EFF-Elderly	0.00		0		0.00
1 Story/1 BR-Elderly	0.00		0		0.00
1 Story/2 BR-Elderly	0.00		0		0.00
Efficiency Elderly	0.00		0		0.00
1 Bedroom Elderly	0.00		0		0.00
2 Bedrooms Elderly	0.00		0		0.00
Efficiency Garden	0.00		0		0.00
1 Bedroom Garden	717.29		6		4,303.73
2 Bedrooms Garden	813.56		31		25,220.36
3 Bedrooms Garden	0.00		0		0.00
4 Bedrooms Garden	0.00		0		0.00
2+ Story 2 BR Townhouse	0.00		0		0.00
2+ Story 3 BR Townhouse	0.00		0		0.00
2+ Story 4 BR Townhouse	0.00		0		0.00
Total			37	Total	29,524.09 **

* Including pro rata share of heated, residential common area. This information should match Structure tab of the excel application

2. Net Rentable Square Feet *

For purposes of calculating Net Rentable Square Feet, the units were measured from the face of each unit perimeter wall. The values below therefore indicate the actual square footage of each unit floor plan. (For example, there may be 2 distinct 1-bedroom floor plans, 3 distinct 2-bedroom floor plans, etc. The purpose of this section of the Architect Certification is to document and certify the floor space attributable to residential rental units in the development.)

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

0.00%

	Unit Type	Floor Plan Square Feet	Number of Units This Floor Plan	Total
Mix 1	1 BR - 1 Bath	639.57	4	2558.28
Mix 2	2 BR - 1 Bath	739.41	2	1478.82
Mix 3	2 BR - 1 Bath	747.23	8	5977.84
Mix 4	2 BR - 1 Bath	747.23	12	8966.76
Mix 5	2 BR - 1 Bath	739.41	5	3697.05
Mix 6	1 BR - 1 Bath	639.57	2	1279.14
Mix 7	2 BR - 1 Bath	739.41	2	1478.82
Mix 8	2 BR - 1 Bath	739.41	2	1478.82
Mix 9				0
Mix 10				0
Mix 11				0
Mix 12				0
Mix 13				0
Mix 14				0
Mix 15				0
Mix 16				0
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Mix 43				0
Mix 44				0
Mix 45				0
Mix 46				0
Mix 47				0
Mix 48				0
Mix 49				0
Mix 50				0
Totals			37	26915.53

*This information should match Unit Details page of the excel application

DEV Name: Knightsbridge Apartments

Development Amenities:

I certify that the development's plans and specifications and proposed budget incorporate all items from VHDA's most current Minimum Design and Construction Requirements and the Unit by Unit write up. In the event the plans and specifications do not include VHDA Minimum Design and Construction Requirements and any immediate needs and recommendations from the Physical Needs Assessment, 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).

The Minimum Design & Construction Requirements may be found on VHDA's website at.....

www.VHDA.com

For any development upon completion of construction/rehabilitation: (non-mandatory amenities)

(Enter TRUE in each box where appropriate)

FALSE a. The development will have a community/meeting room with a minimum of 749 square feet.

99% b.i,ii Percentage of brick or other similar low-maintenance material approved by the Authority covering the exterior walls (excluding triangular gable end area, doors, windows, kneewalls, columns, retaining walls, stairwells and any features that are not a part of the façade)
Community buildings are to be included in percentage calculations.

FALSE c. Water expense will be sub-metered (tenant will pay monthly or bi-monthly bill)

FALSE d. Each bathroom consists only of Water Sense labeled toilets, faucets and showerheads

TRUE e. Provide necessary infrastructure in all units for high-speed internet/broadband service.

FALSE f. Free Wi-Fi access will be provided for community room for resident only usage.

FALSE g. Each Unit is provided free individual high-speed Internet access

OR

TRUE h. Each Unit is provided free individual Wi-Fi access

TRUE i.,j. Bath fan wired to primary light with delayed timer, or, continuous exhaust by ERV/DOAS OR Bath Fan with humidistat

FALSE k. Fire Prevention - all Ranges equipped with temperature limiting controls

OR

TRUE l. Fire Suppression - Cooking surfaces are equipped with fire suppression features

TRUE m. Rehab only- Each apartment has dedicated space, drain and electrical hookups to accept a permanently installed dehumidification system OR

FALSE n. All development types- Each Unit is equipped with a permanent dehumidification system

TRUE o. All interior doors within units are solid core

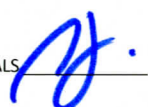
TRUE p. At minimum one USB charging port in each Kitchen, Living room and all bedrooms

TRUE q. All Kitchen light fixtures are LED and meet MDCR lighting guidelines

FALSE r. Shelf or ledge outside each primary apartment entry door located in an interior hallway

FALSE s. New Construction only- Each unit to have balcony or patios minimum depth 5' clear from face of building.
Minimum 30 square feet.

DEV Name: Knightsbridge Apartments



For all developments exclusively serving elderly tenants upon completion of construction/rehabilitation:
(optional point items)

- FALSE a. All cooking ranges will have front controls
- FALSE b. All full bathrooms will have an independent or supplemental heat source
- FALSE c. All entrance doors have two eye viewers, one at 42" and the other at standard height

For all rehabilitation and adaptive reuse developments, upon completion of construction/rehabilitation:
(optional point items)

- FALSE The structure is listed individually in the National Register of Historic Places or is located 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.

Building Structure:

Number of Stories

- X **Low-Rise** (1-5 stories with any structural elements being wood frame construction)
- Mid-Rise** (5-7 stories with no structural elements being wood frame construction)
- High-Rise** (8 or more stories with no structural elements being wood frame construction)

Accessibility:

I certify that the development plans and specifications meet all requirements of the federal Americans with Disabilities Act and Fair Housing Act (if applicable).

I certify that the development plans and specifications meet all requirements of HUD regulations interpreting the accessibility requirements of section 504 of the Rehabilitation Act. Complying units must be "permanently accessible," rather than to "adaptable" standards. Please reference Uniform Federal Accessibility Standards(UFAS) for more particular information.

Check one or none of the following point categories, as appropriate:

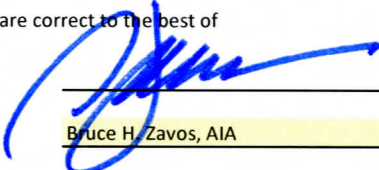
- X Any development in which (i) the greater of 5 units or 10% of the total # of units will be assisted by HUD project-based vouchers or another form of documented and binding federal, state or locality project-based rent subsidies in order to ensure occupancy by extremely low-income persons; and (ii) the greater of 5 or 10% of the units will conform to HUD regulations interpreting accessibility requirements of Section 504 of the Rehabilitation Act.
(All of the units described in (ii) above must include roll-in showers (must contain permanent grab bars and fixed seats), roll under sinks, and front controls for ranges unless agreed to by the Authority prior to the applicant's submission of its application.)
60 pts.
- Any development in which the greater of 5 units or 10% of the total # of units (i) have rents within HUD's Housing Choice Voucher payment standard; (ii) conform to HUD regulations interpreting accessibility requirements of Section 504 of the Rehabilitation Act
30 pts.
- Any development in which **five percent (5%)** of the total # of units (i) conform to HUD regulations interpreting accessibility requirements of Section 504 of the Rehabilitation Act
15 pts.

For any accessibility option elected above, all common space must also conform to accessibility requirements of HUD Section 504 regulations.

DEV Name: Knightsbridge Apartments

Architect's Certification

As architect of record for the above referenced development, the above certifications are correct to the best of my knowledge.

Signed: 
Printed Name: Bruce H. Zavos, AIA
Title: President
Virginia Registration #: 014536
Phone: 301.698.0020
Date: 03/11/19

NOTE TO ARCHITECT: If representations in plans and specifications and/or any information certified in this certification is misrepresented then the architect may be penalized. Any change in this form may result in disqualification or a reduction of points under the scoring system. If you have any questions, please call JD Bondurant at VHDA (804) 343-5725.

Return this certification to the developer for inclusion in the tax credit application package.

DEV Name: Knightsbridge Apartments



**Appendix F
VHDA's Universal Design Certification**

FALSE Units in the development will meet VHDA's **Universal Design Guidelines**.
Before issuance of IRS Form 8609, applicant will provide documentation to VHDA as evidence that such units meet VHDA's Universal Design guidelines.

The number of rental units that will meet these standards: 0

The total number of rental units in this development: 37

NOTE: For Elderly Developments, 100% of the units in the development must meet the Universal Design standards in order to qualify for points.

For Family Developments, points are awarded based on a percentage of the number of units meeting the Universal Design standards.

For the tax credit applicant to qualify for points associated with Universal Design, the architect of record must be on VHDA's list of Universal Design certified architects. VHDA Universal Design Certifications are only valid for 2019 applications if certification date is after January 1, 2014

All tax credit applications which include amenity points for providing VHDA Universally Designed dwelling units must include plans that clearly identify the following items in the format found on vhma.com or no points will be awarded:

- Overall building plans identifying the location of Universal Design dwelling units, and the means of vertical transportation (if applicable), along the accessible route (Minimum scale 1/8"=1'-0"). Include a legend and Universal Design General Notes section. Anything other than a fully handicap accessible elevator must have been presented to and approved by VHDA for this project at least two weeks prior to submission of reservation application.
- Site plan and building plans identifying accessible pedestrian routes from all Universal Design units to accessible parking, leasing office, community room, laundry facility, mailboxes, garbage collection areas and public transportation pick up areas. Architect must identify running slope and cross slope of route, and consider any obstructions. Include required number of accessible parking spaces, a legend for the accessible route, and a Universal Design general notes section.
- Enlarged Universal Design unit plans (Minimum scale 1/4"=1'-0") identifying clearances and all Essential Elements

Signed: 

Printed Name: Bruce H. Zavos, AIA
Architect of Record
(same individual as on page 7)

Date: 3/11/19

DEV Name: Knightsbridge Apartments



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

N/A 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 VHDA.

TRUE Rehabilitation -30% performance increase over existing, based on HERS Index
Or Must evidence a HERS Index of 80 or better
Rater understands that before issuance of IRS Form 8609, rater must provide Certification to VHDA of energy performance.

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

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

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

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

FALSE 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: [Signature]

Date: 3/7/19

Printed Name: DJ Soriano

RESNET Rater

Resnet Provider Agency
Pando Alliance


Signature [Signature]

Provider Contact and Phone/Email Thiel Butner, 703-517-4345, thiel@pandoalliance.com



		Existing Conditions	Proposed Design	
Type Description	Addresses of all Dwelling Units in Project designed and built for each Unit Type	At as-built stage, HERS Index of worst-case configuration of Unit Type	At design stage, HERS Index of worst-case configuration of Unit Type	Percent improvement from as-built to design stage
1 Bedroom	210-A N. Glebe Rd. Units 1 through 6	165	92	44%
2 Bedroom	210-B, 210-C, 210-D, 212-A, 212-B N. Glebe Rd. Units 7 through 37	160	88	45%

I confirm that this information is complete and accurate, and that all project units meet or exceed the assumptions of the dwelling units representing the worst-case configuration of each unique unit type.

Signature	
Name	DJ Soriano
Date	3/8/2019

Home Energy Rating Certificate

Projected Report

Rating Date: 2019-03-07
 Registry ID: Unregistered
 Ekotrope ID: bLbGg1yd



HERS® Index Score:

165

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

Annual Savings

-\$81

*Relative to an average U.S. home

Home:

210A-1 N. Glebe Rd, Arlington, VA
 22203

Builder:

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	26.3	\$919
Cooling	3.4	\$118
Hot Water	8.1	\$78
Lights/Appliances	13.5	\$352
Service Charges		\$279
Generation (e.g. Solar)	0.0	\$0
Total:	51.4	\$1,746

This home meets or exceeds the criteria of the following:

Rating Completed by:

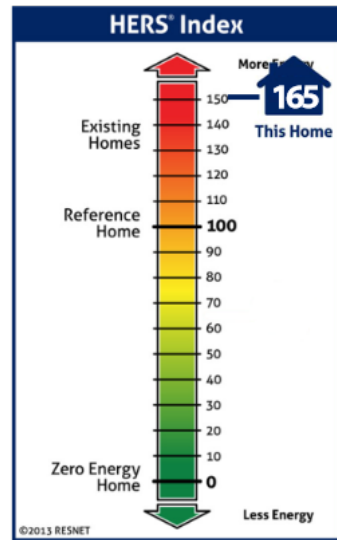
Energy Rater: DJ Soriano
 RESNET ID: 1197433

Rating Company: Pando Alliance
 3525-K Ellicott Mills Drive, Ellicott City, MD 21043
 703-517-4345

Rating Provider: Pando Alliance
 3525-K Ellicott Mills Drive, Ellicott City, MD 21043
 703-517-4345



DJ Soriano, Certified Energy Rater
 Date: 3/8/19 at 12:05 PM



Home Feature Summary:

- Home Type: Apartment, end unit
- Model: N/A
- Community: N/A
- Conditioned Floor Area: 737 sq. ft.
- Number of Bedrooms: 1
- Primary Heating System: Air Source Heat Pump • Electric • 7 HSPF
- Primary Cooling System: Air Source Heat Pump • Electric • 10 SEER
- Primary Water Heating: Water Heater • Natural Gas • 0.77 Energy Factor
- House Tightness: 18.2 ACH50
- Ventilation: None
- Duct Leakage to Outside: 0.4 CFM25_PER_100SF
- Above Grade Walls: R-1
- Ceiling: Adiabatic, R-0
- Window Type: U-Value: 0.46, SHGC: 0.57
- Foundation Walls: N/A



Home Energy Rating Certificate

Projected Report

Rating Date: 2019-03-07
 Registry ID: Unregistered
 Ekotrope ID: bLbGg1yd



HERS® Index Score:

92

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

Annual Savings

\$559

*Relative to an average U.S. home

Home:
 210A-1 N. Glebe Rd, Arlington, VA
 22203
Builder:

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	11.5	\$401
Cooling	1.9	\$66
Hot Water	7.9	\$75
Lights/Appliances	10.6	\$314
Service Charges		\$279
Generation (e.g. Solar)	0.0	\$0
Total:	31.9	\$1,135

This home meets or exceeds the criteria of the following:

Rating Completed by:

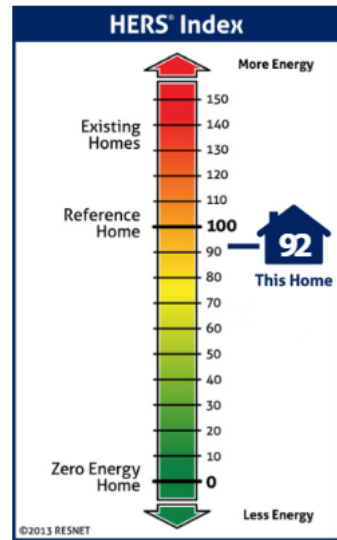
Energy Rater: DJ Soriano
 RESNET ID: 1197433

Rating Company: Pando Alliance
 3525-K Ellicott Mills Drive, Ellicott City, MD 21043
 703-517-4345

Rating Provider: Pando Alliance
 3525-K Ellicott Mills Drive, Ellicott City, MD 21043
 703-517-4345



DJ Soriano, Certified Energy Rater
 Digitally signed: 3/7/19 at 1:29 PM



Home Feature Summary:

- Home Type: Apartment, end unit
- Model: N/A
- Community: N/A
- Conditioned Floor Area: 737 sq. ft.
- Number of Bedrooms: 1
- Primary Heating System: Air Source Heat Pump • Electric • 8.5 HSPF
- Primary Cooling System: Air Source Heat Pump • Electric • 15 SEER
- Primary Water Heating: Water Heater • Natural Gas • 0.77 Energy Factor
- House Tightness: 17.3 ACH50
- Ventilation: None
- Duct Leakage to Outside: 0.4 CFM25_PER_100SF
- Above Grade Walls: R-1
- Ceiling: Adiabatic, R-0
- Window Type: U-Value: 0.46, SHGC: 0.57
- Foundation Walls: N/A

Home Energy Rating Certificate

Projected Report

Rating Date: 2019-03-07
 Registry ID: Unregistered
 Ekotrope ID: kLZer4x2



HERS® Index Score:

160

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

Annual Savings

-\$95

*Relative to an average U.S. home

Home:

212 N. Glebe Rd, Arlington, VA 22203

Builder:

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	29.1	\$1,017
Cooling	4.0	\$136
Hot Water	10.3	\$99
Lights/Appliances	15.3	\$394
Service Charges		\$279
Generation (e.g. Solar)	0.0	\$0
Total:	58.7	\$1,926

This home meets or exceeds the criteria of the following:

Rating Completed by:

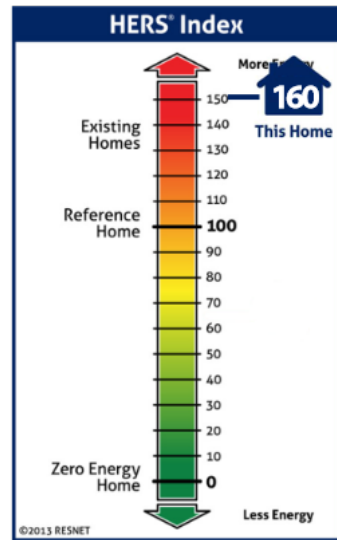
Energy Rater: DJ Soriano
 RESNET ID: 1197433

Rating Company: Pando Alliance
 3525-K Ellicott Mills Drive, Ellicott City, MD 21043
 703-517-4345

Rating Provider: Pando Alliance
 3525-K Ellicott Mills Drive, Ellicott City, MD 21043
 703-517-4345



DJ Soriano, Certified Energy Rater
 Date: 3/8/19 at 12:01 PM



Home Feature Summary:

Home Type:	Apartment, end unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	852 sq. ft.
Number of Bedrooms:	2
Primary Heating System:	Air Source Heat Pump • Electric • 7 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 10 SEER
Primary Water Heating:	Water Heater • Natural Gas • 0.77 Energy Factor
House Tightness:	18.2 ACH50
Ventilation:	None
Duct Leakage to Outside:	0.4 CFM25_PER_100SF
Above Grade Walls:	R-1
Ceiling:	Adiabatic, R-0
Window Type:	U-Value: 0.46, SHGC: 0.57
Foundation Walls:	N/A

Home Energy Rating Certificate

Projected Report

Rating Date: 2019-03-07
 Registry ID: Unregistered
 Ekotrope ID: kLZer4x2



HERS® Index Score:

88

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

Annual Savings

\$638

*Relative to an average U.S. home

Home:
 212 N. Glebe Rd, Arlington, VA 22203

Builder:

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	12.0	\$420
Cooling	2.3	\$79
Hot Water	10.0	\$95
Lights/Appliances	13.2	\$320
Service Charges		\$279
Generation (e.g. Solar)	0.0	\$0
Total:	37.4	\$1,193

This home meets or exceeds the criteria of the following:

Rating Completed by:

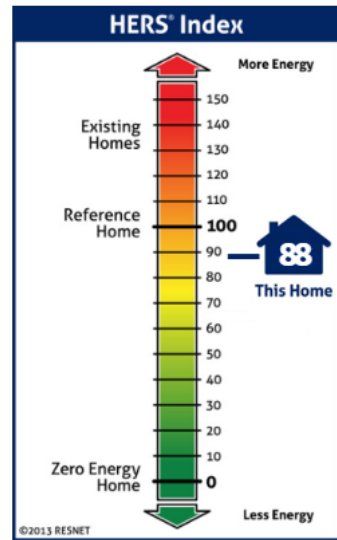
Energy Rater: DJ Soriano
 RESNET ID: 1197433

Rating Company: Pando Alliance
 3525-K Ellicott Mills Drive, Ellicott City, MD 21043
 703-517-4345

Rating Provider: Pando Alliance
 3525-K Ellicott Mills Drive, Ellicott City, MD 21043
 703-517-4345



DJ Soriano, Certified Energy Rater
 Digitally signed: 3/7/19 at 1:28 PM



Home Feature Summary:

- Home Type: Apartment, end unit
- Model: N/A
- Community: N/A
- Conditioned Floor Area: 852 sq. ft.
- Number of Bedrooms: 2
- Primary Heating System: Air Source Heat Pump • Electric • 8.5 HSPF
- Primary Cooling System: Air Source Heat Pump • Electric • 15 SEER
- Primary Water Heating: Water Heater • Natural Gas • 0.77 Energy Factor
- House Tightness: 17.3 ACH50
- Ventilation: None
- Duct Leakage to Outside: 0.4 CFM25_PER_100SF
- Above Grade Walls: R-1
- Ceiling: Adiabatic, R-0
- Window Type: U-Value: 0.46, SHGC: 0.57
- Foundation Walls: N/A

Knightsbridge Apartments Resident Internet Packet

The following is a draft of the documents that will be included into the property's Resident Internet Rules, Regulations and Education Information Packet, Acknowledgement Form and the Internet Security Plan for the community. This is a draft and is intended to be representative of the type of information that would be provided to the residents, signed and copies maintained in resident files. Once the specific internet provider is selected, this will be finalized utilizing the most current information and best practices related to internet safety.

DRAFT

Internet Usage Policy: Resident Internet Rules, Regulations and Education Information

Rent includes free individual wireless or wi-fi internet access provided at a minimum of 10 Mbps download and 3Mbps upload speed accessible in each apartment at no additional cost to the residents. Free community room wi-fi is provided and restricted to residents in the property. The intention of this Policy is to protect both the property and all residents and their guests as a guide to the acceptable use of the property provided free Wireless network facilities and services in individual apartments.

Any individual connected to the Knightsbridge Apartments Wireless Network in order to use it directly or to connect to any other network(s), must comply with this Policy, the stated purposes and acceptable use policies of any other network(s) or host(s) used, and all applicable laws, rules, and regulations.

Use of the Knightsbridge Apartments Internet is permitted and encouraged where such use supports the productive and safe use of internet for all property residents and their guests. However, access to the Internet through Knightsbridge Apartments is a privilege and all resident must adhere to the policies concerning Internet usage. Violation of these policies could result in disciplinary and/or legal action leading up to and including termination of residency. Residents may also be held personally liable for damages caused by any violations of this policy. All residents are required to acknowledge receipt and confirm that they have understood and agree to abide by the rules hereunder.

Knightsbridge Apartments makes no representations or warranties concerning the availability or security of the Knightsbridge Apartments provided wireless internet or internet in the community room. By using the Knightsbridge Apartments wireless network you agree to defend, indemnify and hold harmless Knightsbridge Apartments for any losses or damages that may result from your use of the Knightsbridge Apartments wireless network.

Knightsbridge Apartments takes no responsibility and assumes no liability for any content uploaded, shared, transmitted, or downloaded by you or any guests, or for anything you may encounter or any data that may be lost or compromised while connected to the Knightsbridge Apartments Wireless Network.

Knightsbridge Apartments reserves the right to disconnect any user at any time and for any reason. The Knightsbridge Apartments Wireless Network is provided as a courtesy to allow our residents access to the internet.

The Knightsbridge Apartments will provide access to a working wireless internet. If the network malfunctions or does not work as a result of the service provider, it will be incumbent on the service provider to remedy the situation as quickly as possible to continue to provide internet access to all residents.

Residents have the right to choose not to use the Knightsbridge Apartments provided wireless internet network.

All terms and conditions as stated in this document are applicable to all users including residents and their guests of Knightsbridge Apartments network and Internet connection. All terms and conditions as stated in this document reflect an agreement of all parties and should be governed and interpreted in accordance with the policies and procedures mentioned above. Any user violating these policies is subject to disciplinary actions deemed appropriate by Knightsbridge Apartments.



Internet Security Plan

The Knightsbridge Apartments will provide access to a working wireless internet. It is the responsibility of the resident to use personal networking devices (i.e. computer, laptop, iPad etc.) to set up the connection and directly utilize the network in individual apartments. It is recommended that residents keep up-to-date virus and malware software on their own technological devices as this is an open community network.

Property Wireless Network Security

Inappropriate use of the Knightsbridge Apartments Wireless Network is not permitted. Unacceptable use of the internet by residents and their guests includes, but is not limited to the guidelines listed below that Knightsbridge Apartments may at any time use to make a determination that a particular use is inappropriate:

- Users must respect the privacy and intellectual property rights of others;
- Users must respect the integrity of the Knightsbridge Apartments network and any other public or private computing and network systems;
- Use of the Knightsbridge Apartments Wireless Network for malicious, fraudulent, or misrepresentative purposes is prohibited;
- The Knightsbridge Apartments Wireless Network may not be used in a manner that precludes or hampers other users access to the Knightsbridge Apartments Wireless Network or other any other networks;
- Sending or posting discriminatory, harassing, or threatening messages or images on the Internet;
- Perpetrating any form of fraud, and/or software, film or music piracy;
- Stealing, using, or disclosing someone else's password without authorization;
- Downloading, copying or pirating software and electronic files that are copyrighted or without authorization;
- Hacking into unauthorized websites is prohibited; or
- Introducing malicious software onto the community network and/or jeopardizing the security of the community's network.

If a resident is unsure about what constitutes acceptable Internet usage, then he/she should ask the Property Manager for further guidance and clarification.



Resident Internet Rules, Regulations and Education Information Acknowledgement Form: Certification of Receipt

Resident: I (We) have received a copy of the Knightsbridge Apartments Resident Internet Information Packet which includes a copy of the Resident Internet Rules, Regulations and Education Information and the Internet Security plan for Knightsbridge Apartments. I (We) further agree to abide by same during our tenancy. All members of the household will be instructed to abide by these Rules and Regulations. I (We) understand that violation of these rules is a violation of my/our Lease Agreement and can lead to legal action and possibly termination of tenancy. If legal action should become necessary, the Resident has the right to obtain legal council to present a defense in court.

Resident: _____

Resident: _____

Address: _____

Date: _____

Witnessed by: _____

DRAFT

G

Zoning Certification Letter
(MANDATORY)



Zoning Certification

DATE:

TO: Virginia Housing Development Authority
601 South Belvidere Street
Richmond, Virginia 23220
Attention: JD Bondurant

RE: ZONING CERTIFICATION

Name of Development: Knightsbridge Apartments

Name of Owner/Applicant: New Wesley Knightsbridge LLC

Name of Seller/Current Owner: Wesley Knightsbridge Limited Partnership

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:

210 North Glebe Road; 212 N Glebe Road
Arlington, VA 22203

Legal Description:

Proposed Improvements:

<input type="checkbox"/> New Construction:	_____ # Units	_____ # Buildings	_____ Total Floor Area Sq. Ft.
<input type="checkbox"/> Adaptive Reuse:	_____ # Units	_____ # Buildings	_____ Total Floor Area Sq. Ft.
<input checked="" type="checkbox"/> Rehabilitation:	<u>37</u> # Units	<u>2</u> # Buildings	<u>35098.81</u> Total Floor Area Sq. Ft.

Zoning Certification, cont'd

Current Zoning: RA8-18 allowing a density of 36 units per acre, and the following other applicable conditions: N/A


Other Descriptive Information:

Two- and three-story garden-style apartment community originally built in 1947, prior to the adoption of the current Arlington County Zoning Ordinance (ACZO). Any inconsistencies with current zoning regulations are legal nonconformities, provided for under ACZO Art. 16 Nonconformities.

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

ARLOVA VONHM
Printed Name

Zoning Administrator
Title of Local Official or Civil Engineer

703-228-3883
Phone:

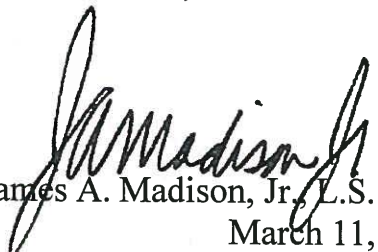
3/13/19
Date:

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 call the Tax Credit Allocation Department at (804) 343-5518.

Description of the property of Wesley Knightsbridge Limited Partnership as recorded in Deed Book 3629 at Page 2417 among the land records of Arlington County, Virginia:

Beginning at a point in the west right-of-way line of North Glebe Road – Route 120, said point being the northeast corner of now-or-formerly The Gatehouse Condominium as recorded in Deed Book 4004 at Page 359; thence with the west right-of-way line of North Glebe Road – Route 120, S 48°33'20" E, 23.50 feet to a point; thence S 41°26'40" W, 4.00 feet to a point; thence S 48°33'20" E, 51.50 feet to a point, said point being the northwest corner of Parcel B-1, St. Thomas More's Addition to Buckingham as recorded in Deed Book 1603 at Page 358; thence with Parcel B-1, S 41°26'40" W, 264.54 feet to a point; thence S 48°33'20" E, 99.50 feet to a point in the north line of now-or-formerly property of Most Reverend Thomas J. Welsh (St. Thomas More Parish Property) as recorded in Deed Book 1890 at Page 49; thence with St. Thomas More Parish Property, S 41°26'40" W, 200.00 feet to a point, said point being a corner to the aforesaid The Gatehouse Condominium; thence with The Gatehouse Condominium, N 48°33'20" W, 174.50 feet to a point; thence N 41°26'40" E, 468.54 feet to the point of beginning and containing an area of 54,834 square feet or 1.2588 acres, more or less.


James A. Madison, Jr., L.S. 2764
March 11, 2019

H

Attorney's Opinion
(MANDATORY)

Klein Hornig LLP
COUNSELORS AT LAW

March 14, 2019

TO: Virginia Housing Development Authority
601 South Belvidere Street
Richmond, Virginia 23220-6500

RE: 2019 Tax Credit Reservation Request

Name of Development: Knightsbridge Apartments
Name of Owner: New Wesley Knightsbridge LLC

Gentlemen:

This undersigned firm represents the above-referenced Owner as its counsel. It has received a copy of and has reviewed the completed application package dated March 13, 2019 (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 satisfies all applicable requirements of the Code and Regulations.
5. The site of the captioned Development is controlled by the Owner, as identified in the Site Control section of the Application, for a period of not less than four (4) months beyond the application deadline.




6. The type of the nonprofit organization involved in the Development is an organization described in Code Section 501(c)(3) or 501(c)(4) and exempt from taxation under Code Section 501(a), whose purposes include the fostering of low-income housing.
7. The nonprofit organizations' ownership interest in the development is as described in the Nonprofit Involvement section of the Application form.
8. 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. 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 ("VHDA") to issue a reservation of Credits to the Owner. Accordingly, it may be relied upon only by VHDA and may not be relied upon by any other party for any other purpose.

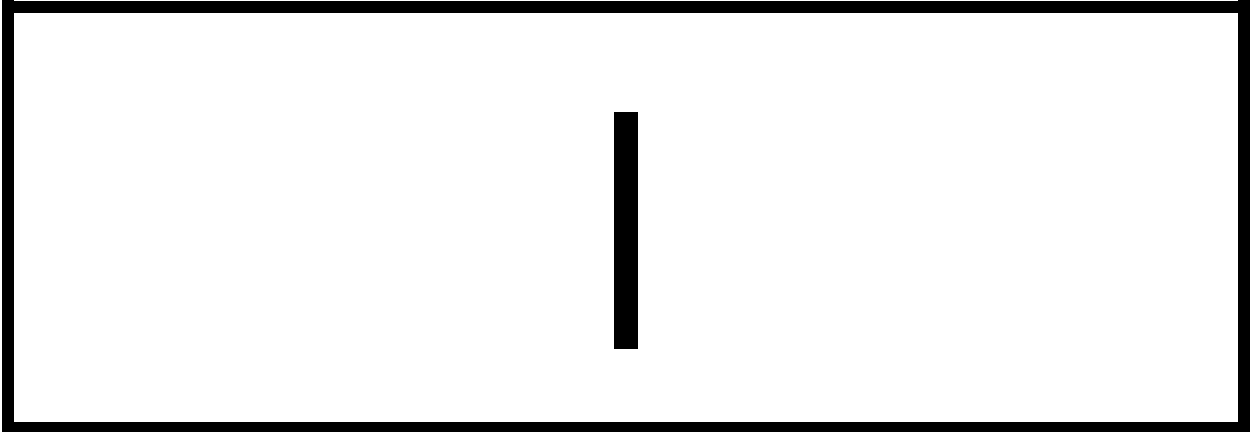
This opinion was not prepared in accordance with the requirements of Treasury Department Circular No. 230. Accordingly, it may not be relied upon for the purpose of avoiding U.S. Federal tax penalties or to support the promotion or marketing of the transaction or matters addressed herein.

Klein Hornig LLP

By:  _____
Erik T. Hoffman

Its: _____
Partner





Nonprofit Questionnaire

(MANDATORY for points or pool)



Non-profit Questionnaire

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

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

1. General Information

- a. Name of development: Knightsbridge Apartments
- b. Name of owner/applicant: New Wesley Knightsbridge LLC
- c. Name of non-profit entity: Wesley Housing Development Corporation of Northern Virginia
- d. Address of principal place of business of non-profit entity:
5515 Cherokee Avenue, Suite 200, Alexandria, VA 22312

Indicate funding sources and amount used to pay for office space:

Fees from development activities and property management, contracts with local government, and donations from organizations and individuals. Rent is \$12,592 monthly.

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

Non-profit Questionnaire, cont'd

- j. Explain the anticipated future activities of the non-profit over the next five years:
WHDC will continue to develop and operate affordable housing for low- and moderate income residents of Northern Virginia and the District of Columbia as well as provide educational and social services to residents, including those with special needs such as the elderly and individuals living with chronic disease or disability.
- k. How many full time, paid staff members does the non-profit and, if applicable, any other non-profit organization(s) ("related non-profit(s)") of which the non-profit is a subsidiary or to which the non-profit is otherwise related have (i.e. by shared directors, staff, etc.)?
87 How many part time, paid staff members? 3
- Describe the duties of all staff members:
Staff members are responsible for the acquisition and development of housing as well as associated functions of financial management, fundraising, administration, asset management, volunteer recruitment and coordination, and resident services management for the organization.
- l. Does the non-profit share staff with any other entity besides a related non-profit described above?
 Yes No If yes, explain in detail: _____
- m. How many volunteers does the non-profit and, if applicable, any related non-profit have?
In 2018, 287 individuals gave more than 11,900 hours of their time to Wesley Housing.
- n. What are the sources and manner of funding of the non-profit? (You must disclose all financial and/ or the arrangements with any individual(s) or for profit entity, including anyone or any entity related, directly, indirectly, to the Owner of the Development)
The organization receives fees for real estate development and property management activities. The organization receives support from local governments in form of contracts for services and donations from corporations, banks, foundations religious organizations and individuals. In addition, there are special events that generate contributions toward the organization's activities.
- o. List all directors of the non-profit, their occupations, their length of service on the board, and their residential addresses:
See attached board roster

2. Non-profit Formation

- a. Explain in detail the genesis of the formation of the non-profit:
WHDC was formed in response to an appeal from the Alexandria and Arlington Districts of the United Methodist Church to address the growing need for affordable housing in Northern Virginia. United Methodist congregations continue to provide significant support (financial and otherwise) for the organization.

Non-profit Questionnaire, cont'd

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

Yes No If yes, explain in detail:

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

Yes No If yes, explain:

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

Yes No If yes, explain:

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

Yes No, If yes, explain:

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

Yes No

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

Over more than 44 years, WHDC has developed, co-developed and/or financed more than 2,300 units of affordable housing and the District of Columbia. It currently owns more than 1,700 homes and serves as property manager for more than 1,200 of these. Further, WHDC operates 3 community centers serving over 750 residents and 3 resident service centers.

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

N/A

3. Non-profit Involvement

Non-profit Questionnaire, cont'd

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

Yes No

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

Yes No

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

Yes No

If no to either 3a.i or 3a.ii above, specifically describe the non-profit's ownership interest:

- b. (i) Will the non-profit be the managing member or managing general partner?
 Yes No If yes, where in the partnership/operating agreement is this provision specifically referenced?

Section 3, title Management

- (ii) Will the non-profit be the managing member or own more than 50% of the general partnership interest? Yes No

- c. Will the non-profit have the option or right of first refusal to purchase the proposed development at the end of the compliance period for a price not to exceed the outstanding debt and exit taxes of the for-profit entity?

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

Separate Right of First Refusal (ROFR). Please see Tab V.

Recordable agreement attached to the Tax Credit Application as TAB V

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

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

Yes No If yes,

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

WHDC will oversee the acquisition and entitlement of the site, and the financing and construction processes for the project.

- (ii) Describe the nature and extent of the non-profit's involvement in the operation or

Non-profit Questionnaire, cont'd

management of the Development throughout the Extended Use Period (the entire time period of occupancy restrictions of the low-income units in the Development):
WHDC intends to maintain a controlling ownership interest and role in the property throughout the Extended Use Period.

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

In the development period, staff will invest approximately 1,350 hours per year in the development: 750 hours by the project manager, 200 by the Vice President for Real Estate, 100 by the President, and 300 by the Finance Department. During the Compliance Period, staff will spend approximately 1,000 hours: 700 hours from the Director of Property Management and staff, and 150 hours each from the asset management and resident services.

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

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

Wesley Housing will be the sole managing member of the Development.

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

N/A

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

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

- i. Will the non-profit or the Owner (as identified in the application) pay a joint venture partner

Non-profit Questionnaire, cont'd

or consultant fee for providing development services? Yes No If yes, explain the amount and source of the funds for such payments.

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

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

l. Will any member of the board of directors, officer, or staff member of the non-profit participate in the development and/or operation of the proposed development in any for-profit capacity? Yes No If yes, explain:

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

N/A

n. Is the non-profit involving any local, community based non-profit organizations in the development, role and operation, or provision of services for the development? Yes No If yes, explain in detail, including the compensation for the other non-profits: WHDC will seek to engage local organizations to provide services to the residents of the Development, including educational, social and health programs. WHDC does not expect to pay the organizations for these services.

Non-profit Questionnaire, cont'd

4. Virginia and Community Activity

- a. Has the Virginia State Corporation Commission authorized the non-profit to do business in Virginia? Yes No
- b. Define the non-profit's geographic target area or population to be served:
WHDC concentrates its efforts in Northern Virginia and the District of Columbia. In Northern Virginia, WHDC works in the Counties of Arlington, Fairfax, Prince William, Loudoun and Frederick, and the Cities of Falls Church, Alexandria and Manassas.
- c. Does the non-profit or, if applicable, related non-profit have experience serving the community where the proposed development is located (including advocacy, organizing, development, management, or facilitation, but not limited to housing initiatives)?
 Yes No If yes, or no, explain nature, extent and duration of any service:
Wesley Housing owns five affordable housing communities in Arlington County, and provides housing stability services to the residents of those communities.
- d. Does the non-profit's by laws or board resolutions provide a formal process for low income, program beneficiaries to advise the non-profit on design, location of sites, development and management of affordable housing? Yes No If yes, explain:
- e. Has the Virginia Department of Agriculture and Consumer Services (Division of Consumer Affairs) authorized the non-profit to solicit contributions/donations in the target community?
 Yes No
- f. Does the non-profit have demonstrated support (preferably financial) from established organizations, institutions, businesses and individuals in the target community?
 Yes No If yes, explain:
Wesley Housing receives support from numerous individuals and faith communities in Northern Virginia, including faith communities and individuals in Arlington County
- g. Has the non-profit conducted any meetings with neighborhood, civic, or community groups and/or tenant associations to discuss the proposed development and solicit input? Yes No If yes, describe the meeting dates, meeting locations, number of attendees and general discussion points:
- h. Are at least 33% of the members of the board of directors representatives of the community being served? Yes No If yes,

(i) low-income residents of the community? Yes No

Non-profit Questionnaire, cont'd

- (ii) elected representatives of low-income neighborhood organizations? Yes No
- i. Are no more than 33% of the members of the board of directors representatives of the public sector (i.e. public officials or employees or those appointed to the board by public officials)? Yes No
- j. Does the board of directors hold regular meetings which are well attended and accessible to the target community? Yes No If yes, explain the meeting schedule:
WHDC board meetings are held monthly at WHDC offices.
-
- k. Has the non-profit received a Community Housing Development Organization (CHDO) designation, as defined by the U. S. Department of Housing and Urban Development's HOME regulations, from the state or a local participating jurisdiction? Yes No
- l. Has the non-profit been awarded state or local funds for the purpose of supporting overhead and operating expenses? Yes No If yes, explain in detail:
Fairfax County has provided funds for organizational administration.
-
- m. Has the non-profit been formally designated by the local government as the principal community-based non-profit housing development organization for the selected target area? Yes No If yes, explain:
-
- n. Has the non-profit ever applied for Low Income Housing Tax Credits for a development in which it acted as a joint venture partner with a for-profit entity? Yes No If yes, note each such application including: the development name and location, the date of application, the non-profit's role and ownership status in the development, the name and principals of the joint venture partners, the name and principals of the general contractor, the name and principals of the management entity, the result of the application, and the current status of the development(s).
The Fields of Falls Church, Falls Church, VA, Application - 1996, WHDC Role - 51% co-GP, JV Partners - KSI Services, Inc. Robert C. Kettler, Richard W. Hausler and Richard I. Knapp, General Contractor - the Korh Companies, Inc., Management Entity - KSI Services, Inc., Result of Application - Approved, Current Status - operating.
Union on Queen (fka Pierce Queen), Arlington, VA. Application - 2013, WHDC Role - 50% of GP, JV Partners - BA Pierce Queen LLC, General Contractor - Bozzuto Construction, Management Entity - Bozzuto Management, Result - Approved, Status - operating
-
- o. Has the non-profit ever applied for Low Income Housing Tax Credits for a development in which it acted as the sole general partner/managing member? Yes No If yes, note each such development including the name and location, the date of the application, the result of the application, and the current status of the development(s).
Schedule A, which is included with this application, identifies WHDC's LIHTC experience in the past 15 years. Further information is available upon request.
-
- p. To the best of your knowledge, has this development, or a similar development on the same site, ever received tax credits before? Yes No If yes, explain:
Knightsbridge Apartments received tax credits in 2003.

Non-profit Questionnaire, conf'd

q. Has the non-profit been an owner or applicant for a development that has received a reservation in a previous application round from the Virginia Housing Partnership or the VHDA Housing Funds? Yes No If yes, explain:
VHPF - Agape House (\$20,000 predevelopment loan); VHF - Wexford Manor (\$750,000 loan); VHF - Quarry Station Seniors Apartments (\$750,000); VHF - Coppermine (\$750,000).

r. Has the non-profit completed a community needs assessment that is no more than three years old and that, at a minimum identifies all of the defined target area's housing needs and resources? Yes No If yes, explain the need identified:

s. Has the non-profit completed a community plan that (1) outlines a comprehensive strategy for addressing identified community housing needs, (2) offers a detailed work plan and timeline for implementing the strategy, and (3) documents that the needs assessment and comprehensive strategy were developed with the maximum possible input from the target community? Yes No If yes, explain the plan:

5. Attachments

Documentation of any of the above need not be submitted unless requested by VHDA

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

March 13, 2019

Date

New Wesley Knightsbridge LLC

Owner/Applicant

By: *Shirley S. Mackley*

Its: Secretary

Title

March 13, 2019

Date

Wesley Housing Development Corporation of Northern Virginia

Non-profit

By: *Karen L. Hunter*

Board Chairman

Non-profit Questionnaire, cont'd

By: 
Executive Director

Wesley Housing Development Corporation
2019 Board of Directors

NAME & ADDRESS	EMPLOYMENT	POSITION/COMMITTEE	CHURCH/TERM
Rev. Jeffrey Mickle Alexandria, VA 22203	Alexandria District UMC District Superintendent 3600 Chain Bridge Road, Suite 1 Fairfax, VA 22030 (O) 793.820.7200 (F) 845.8145 alexandriads@vaumc.org		1/19 - 1/20
Ms. Kimberly P. Armstrong 2975 Hunters Branch Road Unit 216 Fairfax, VA 22031 (H) 703.849.1319 (C) 703.615.6497 kimarmstrong10@verizon.net	Wells Fargo (retired)	Chair, Resource Development Committee Executive Committee Audit Committee	1/18 - 1/21 *
Mr. Casey Brill 6747 Anders Terrace Springfield, VA 22151 (H) 703-642-5582 (C) 703.967.6414	Senior Vice President Citizens Bank 8614 Westwood Center Drive, Suite 250 Vienna, VA 22182 (O) 703.245.7034 casey.brill@citizensbank.com	Affiliate Boards Chair, Real Estate Dev. Committee Executive Committee Finance Committee	1/18 - 1/21 *
Ms. Brooke Cooper 705 Braxton Place Alexandria, VA 22301 (H) 703.836.5524 (Pers. Cell) 310.210.3011	Founder & Managing Director Tech Acumen Group 1800 Diagonal Road, Suite 600 Alexandria, VA 22314 (O) 202.833.5570 x102 (Bus. Cell) 310.210.3011 brooke.cooper@techacumengroup.com	Finance Committee Chair, Audit Committee Real Estate Development Committee Executive Committee	1/17 - 1/20 *
Mr. John W. Gibb 6209 Halley Commons Court Fairfax Station, VA 22039 (H) 703.250.6783 (C) 703.472.3850	Managing Director Jones Lang LaSalle Securities, LLC 2020 K Street, NW, Suite 1100 Washington, DC 20006 (O) 202.719.5884 (F) 312.470.8220 john.gibb@am.jll.com	Vice Chairman Real Estate Development Committee Chair, Governance Committee Executive Committee	1/18 - 1/21 *
Mr. Michael W. Graff, Jr. 2125 14th Street, NW Apartment 520 Washington, DC 20009	Partner McGuireWoods 1750 Tysons Boulevard, Suite 1800 McLean, VA 22102 (O) 703.712.5110 (F) 703.712.5191 mgraff@mcguirewoods.com	Past Chairman President, Affiliate Boards Real Estate Dev. Committee President, Wesley ASI Board President, Agape Board	1/18 - 1/21 *

Wesley Housing Development Corporation
2019 Board of Directors

NAME & ADDRESS	EMPLOYMENT	POSITION/COMMITTEE	CHURCH/TERM
Ms. Nancy Minter 3137 Eakin Park Ct. Fairfax, VA 22031 (H) 703.280.4996 nancy.minter@ymail.com	Urban Institute Library (Retired)	Chairman Governance Committee Resource Development Committee Strategic Planning Executive Committee	1/17 - 1/20 *
Ms. Shelley S. Murphy 613 E. Nelson Avenue Alexandria, VA 22301 (H) 703.690.0985 (Cell) 703.887.3571	Wesley Housing Development Corporation President/CEO 5515 Cherokee Ave Suite 200 Alexandria, VA 22312 (O) 703.642.3830 x 212 (F) 703.642.1079 smurphy@whdc.org	President/CEO Executive Committee Sec., Affiliate Board Sec., Corporate Affiliate Board	N/A
Ms. Cassia N. Sookhoo (C) 813.748.1563 cassia_sookhoo@yahoo.com	Brailsford & Dunlavey, Inc. 1140 Connecticut Ave., NW, Suite 400 Washington, DC 20036 (O) 202.266.3424 csookhoo@programmanagers.com	Resource Development Committee Resident Service Committee	1/17 - 1/20*
Mr. Michael T. Cranna 6326 Lakeview Drive Falls Church, VA 22041 703.937.7707 michael.cranna@gmail.com	6326 Lakeview Drive Falls Church, VA 22041 703.937.7707 michael.cranna@gmail.com	Treasurer Chair, Finance Committee Governance Committee Executive Committee	1/19 - 1/22 *
Clyde Edwards 5363 Hayes Street, NE Washington, DC 20019 cdomedwards@gmail.com 202.631.0505	Program Analyst District of Columbia Dept of Housing & Community Development 1800 MLK Jr Avenue, SE Washington, DC 20020 cdomedwards@gmail.com (O) 202.442.7230	Secretary Resident Services Committee	1/17 - 1/20
Mr. Kenneth C. Wu, Esq 9518 Beck Court Bethesda, MD 20817 kenwuesq@yahoo.com 202.258.1021	Lopez & Wu, PLLC 1818 Library St., #500 Reston VA 20190 (O) 703.835.6145		1/18 - 1/21

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Relocation Plan

(MANDATORY, if tenants are displaced)

**Knightsbridge Apartments
Relocation Plan**

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I. Contacts

Relocation Management:

Wesley Housing Development Corporation
Contact: Gaby Montufar
Relocation Coordinator
5515 Cherokee Avenue, Suite 200
Alexandria, VA 22312
703-642-3830 ext. 229
703-304-5390 Cell Phone
gmontufar@whdc.org

Project Management:

Wesley Housing Development Corporation
Contact: Judith Cabelli
Senior Project Manager
703-642-3830 x215; jcabelli@whdc.org

Property Management:

Wesley Housing Property Management
Contact: Shernetta Hagans
Property Manager
703-528-7755; SHagans@whdc.org

Regional Manager:

Wesley Housing Property Management
Contact: Lisa Davis
Regional Manager
703-642-3830; ldavis@whdc.org

Developer:

Wesley Housing Development Corporation
Contact: Kamilah McAfee
Vice President of Real Estate Development
703-642-3830; KMcafee@whdc.org

Arlington County Representative:

Compliance, Relocation Housing Division
Contact: Hector Mercado
Arlington County Relocation Coordinator
2100 Clarendon Blvd., Suite 700
Arlington, Va. 22201
703-229-3765; Hmerca@arlingtonva.us

II. Project Summary and Overview

A. Renovation Overview

Wesley Housing Development Corporation intend to renovate the TBD apartments in Knightsbridge Apartment. It is currently anticipated that the renovations will begin no sooner than late 2019 or early 2020. The exact timing is being determined and is subject to financing timelines.

The renovation scope is currently anticipated to include improving major infrastructure, replacing appliances and cabinets in kitchens, all new energy efficient lighting, low flow water faucets and toilets, site improvements.

B. Projected Post-Construction Rents and Utilities

Currently, 100% of the property consists of HUD Project-Based Section 8 units and 100% of the units are restricted to 50% AMI. The property will continue to be 100% HUD Project-Based Section 8 units six units will be 504 ADA compliant. After renovation the unit breakdown will be as follows:

Beds	Baths	Model	Average SF	50%	40%
1	1	1 Bed	645	4	
1	1	1 Bed ADA	645	1	1
2	1	2 Bed	740	26	3
2	1	2 Bed ADA	740	2	
				33	4

C. Scope of Project

Knightsbridge Apartment resident relocation plan will be implemented by the dedicated English-Spanish Bilingual Relocation Coordinator, Gaby Montufar. Gaby will work very closely with the Wesley Housing Development Corporation (WHDC) Project Manager, Wesley Property Management Company (WPMC) staff to ensure resident needs are put first and that the plans are designed and implemented in a way that work best to interact effectively with the lives and needs of all the Knightsbridge Apartment residents.

Knightsbridge Apartments Relocation Plan (the "Plan") is designed to retain all current Knightsbridge Apartment residents who wish to remain. All households that wish to stay will be able to remain post-renovation. All households will have to temporarily relocate into another unit on-site or off-site to allow the renovation of their vacant units. After the renovation, in most cases, residents will move back into their renovated units.

Knightsbridge Apartment Relocation Plan is subject to the Federal Uniform Relocation Act (URA), Virginia Housing Development Authority's (VHDA) Relocation Guidelines and Arlington County's Relocation Guidelines. The draft Plan is subject to review and approval by the Arlington County Tenant-Landlord Commission. The Knightsbridge Apartment Relocation Plan will be presented to as an information item at the Tenant-Landlord Commission hearing scheduled on September 11, 2019 at 7:30pm at 2100 Clarendon Blvd in the Azalea Room.

The Relocation Coordinator will work directly with all Knightsbridge residents throughout the relocation and renovation process. The renovation and relocation schedule will be coordinated by the Relocation Coordinator, WPMC staff, WHDC staff and the General Contractor in order to provide all residents sufficient information throughout the process.

All residents will be treated with the utmost level of respect and concern for their personal lives and constraints. The Relocation Coordinator is committed to working with each Knightsbridge resident household to ensure understanding and comfort throughout each stage of the renovation and relocation. The goal is to minimize resident inconvenience and confusion during the redevelopment period.

The renovations will occur in vacant units. As a result, a portion of households may be temporarily relocated on- or off-site, move permanently on-site or permanently relocate off-site, depending on construction needs and unit

availability. Households currently occupying units that will be converted into 504 accessible units and are not in need of such features will be asked to move into other units on- or off-site, depending on unit availability. Each household temporarily moved on-site or off-site will occupy a newly renovated unit after renovations are complete.

Overall, the plan will be to vacate one or two full buildings consisting of most likely four to six units per building, with a total of up to twelve units at a time. Households will then move directly into completely renovated units. The specific phasing details regarding which households will temporarily and permanently relocate will be planned after one-on-one individual surveys are conducted with each household. This will ensure that the phasing plan and relocation schedule effectively meet the needs of the residents residing in the property.

When necessary to determine placement in available units, the Owner will use the Priority Ranking System in the *Arlington County Tenant Relocation Guidelines* to determine the priority ranking for each household. Residents will receive points for situations such as being a senior citizen, having school-age children, having a disability, and tenure at the property. The resident's total score will determine the priority ranking for the tenant to permanently relocate into a renovated unit. In order to be given a priority ranking, each resident household will be required to meet with the relocation staff to review and verify their personal information as part of the one-on-one resident survey interview process. The priority points will be based on each household's status at the point in time the priority points are assigned. A household's priority points will not change during the course of the renovation period, even if something in the household changes. If a resident declines a unit offered to them, they will lose their priority and move to the bottom of the list.

There are three relocation categories possible as part of the Knightsbridge Apartments Relocation Plan: 1. Temporary On- or Off-Site Relocation; 2. Permanent On-Site Move; and 3. Permanent Off-Site Relocation.

If property management moves any new households into the property after the Effective Date (the application to HUD to transfer the Project-Based Section 8 contract to the new owner), they will be informed in writing of the developer's intent to rehabilitate the property, the possibility of rent increases, the estimated new rents, and the possibility of a temporary move. Prospective residents will only be admitted into occupancy if they meet the tenant selection criteria for the rehabilitated units. A move-in notice will be provided to any households that move into the property after the Effective Date. The move-in notice will clearly state whether the household is eligible for relocation benefits. Six months before construction is anticipated to begin the property management company will no longer lease vacant units.

D. Estimated Timeline

March 2019	VHDA 9% LIHTC Application submission
July/August 2019	Resident meeting held
September 11, 2019	Arlington County Landlord Tenant Meeting
October 2019	Resident relocation surveys begin
October 2019	Send General Information Notice (GIN)
Late Fall 2019	Send 120 day notices begin to be issued in order of relocation phasing
First Quarter 2020	Closing and transfer

III. Relocation Plan Implementation

A. General Information

All eligible residents will receive direct relocation services and/or the applicable relocation and moving payments in accordance with this Plan. Eligibility requires that households remain residents in good standing in accordance with the terms and conditions of current leases. The Owner will send all notices as required and appropriate, including the *General Information Notice (GIN)*, *Notice of Relocation Eligibility/Notice of Non-Displacement*, *120-Day Notice to Vacate* and *30-Day Notice*.

The Owner will update the Plan as changes are made and will make copies available to all households. The Knightsbridge Apartment Relocation Plan – March 12, 2019

Owner will maintain adequate records in sufficient detail to demonstrate compliance with all applicable relocation requirements for a minimum of one year, including notices and canceled checks. These files will be for monitoring purposes and to ensure Plan compliance. All information pertaining to each household will be kept in this file. Relocation referrals will be kept in this file and should contain information as to rejection of the referral by the resident whenever possible (this will provide documentation by the Developer of efforts to assist in the relocation). Each resident has the right to see his/her relocation records. Files and records will be made available to the Arlington County Department of Housing and Community Development (HCD) staff, Virginia Housing Development Corporation (VHDA) or other appropriate agencies upon reasonable request. Copies of all resident notices will be provided to HCD.

No later than 30 days after the last tenant is relocated, the Owner will provide to VHDA the final summary schedule of moving costs made to residents in rent roll format, by tenant, by along with a Certification by the Owner that it met VHDA Moving Cost Reimbursement and *Relocation Assistance Guidelines*.

All Knightsbridge Apartment households will be provided the following advisory services related to the relocation process:

- In accordance with the URA and VHDA Relocation Guidelines, all households will be provided a *General Information Notice (GIN)* and *Notice of Relocation Eligibility (NOE)*.
- A *120-Day Notice to Vacate* with a minimum of 120 days notice prior to the date in which the household will have to temporarily relocate into a temporary unit on-site in Knightsbridge Apartments.
- A *30 Day Notice* will be provided specifying the date the household will be packed and temporarily moved on-site.
- A *10 Day Notice* will be sent as a reminder prior to the date the resident household is scheduled to be packed and moved into the new temporary unit on-site. A *10 Day Notice* will also be sent to all households in advance of return moves into completely renovated units.
- A one-on-one personal interview survey that will help gather information the Relocation Coordinator needs to plan the relocation as well as communicate to all residents what to expect during the process of the upcoming temporary on-site relocation.
- A written explanation and frequently asked questions sheet explaining the temporary on-site relocation process.
- Many other written notices will be provided with important updates and information about the relocation process.
- Meetings with all Knightsbridge Apartments residents, family members and caregivers will be held throughout the process.
- All moving supplies will be purchased on behalf of, and provided, to the residents.
- Professional movers will be paid to move all belongings on behalf of residents, unless a resident prefers otherwise. These professional movers will be hired and paid for on behalf of the residents. No residents will have to pay out of pocket for these expenses.
- If any residents have resident-paid utilities such as telephone, cable or internet that require disconnection or connection fees, these will be paid for on behalf of the residents. Note: All other utilities are included in the rent and therefore automatically will not result in any out of pocket costs for residents.
- A written sheet that includes the names and telephone numbers of all contact persons who can answer questions or provide other needed help.
- The Relocation Coordinator will set meeting times in order to accommodate the schedule of residents as well as their families and caregivers, if desired. This includes meeting in the evenings and weekends to facilitate the meeting process.
- Special attention to individual challenges or needs of residents.
- All written communications will be provided in both English and Spanish. All meetings will be presented in English and Spanish. If any other language translation or interpretation services are needed and requested
- Additional advisory services such as counseling for residents who are unable to read and understand notices, will be provided as necessary or appropriate depending on the individual situation and circumstances.

Resident Notices

The Developer will send all required notices as required and appropriate, including the *General Information Notice*, *Notice of Relocation Eligibility*, *120-Day Notice*, *30-Day Notice* and the *10-Day Notice*. All notices will be

personally served to each resident's door or sent by certified or registered first-class mail with return receipt requested and documented in the resident files. Each notice will be written in plain, understandable English and translated, if necessary. For any persons that are unable to read and understand the notice, appropriate counseling and/or translation will be provided in order to explain each notice, answer questions and provide necessary assistance.

C. Resident Communication and Relocation Survey

Effective resident communication is paramount to a high level of resident retention and a successful renovation and relocation process. Community-wide meetings with all Knightsbridge Apartment I residents will be held in order to discuss the relocation and renovation process. Additionally, one-on-one meetings are a key component of this communication process. As such, a detailed survey will be created to use for one-on-one interviews with all households throughout the Knightsbridge Apartment community. This survey will enable gathering necessary information before the renovation and relocation phases are planned. The survey will be mandatory for all households.

It is anticipated that we will begin these interviews in the next few months with all residents throughout Knightsbridge Apartments. The meetings will be scheduled on-site or at Whitefield Commons and in accordance with resident availability. If necessary, meetings may be scheduled in evening hours or on the weekend. Family members and caregivers are welcome to participate in these meetings, as desired by the resident.

During these meetings all pertinent information regarding the construction and relocation process will be discussed one-on-one, questions answered and concerns eased. A detailed frequently asked questions sheet will be used to ensure accurate resident understanding. A copy of the full Relocation Plan will be provided to residents.

D. Eligibility Requirements

In order to be eligible for any of the above mentioned benefits, a household must be in good standing. This means that all rental payments must be up-to-date and that there are no other lease violations.

E. Resident Profile

A resident demographic survey will be conducted during Summer 2019 in order provide a summary report to the Tenant Landlord Commission. This demographic survey request included the following and will be summarized in a supplementary handout:

- a. Number of units and unit mixes;
- b. Ranges and length of time at the property;
- c. Predominate languages other than English spoken at the property;
- d. Number of persons with disabilities;
- e. Ranges of household income;
- f. Current rent and utilities;
- g. Number of households receiving rental assistance;
- h. Number of households to be permanently displaced (known to be none)
- i. Number of households to be temporarily displaced (known to be none); and
- j. Number of households who will qualify to remain at the site after redevelopment (100%).

F. Vacating By Choice

The Relocation Plan was designed to accommodate all households since 100% of the households will qualify to remain post-renovation. Should an otherwise qualified household in good standing choose to move from the property after the General Information Notice is sent out, only a standard relocation payment would be paid regardless of income in accordance with the Arlington County Relocation Guideline standard relocation payment chart:

Relocation Payments: All Eligible Tenants facing Permanent Relocation will receive a one-time relocation payment per household in accordance with the Tables and terms set forth below. Payments for unfurnished units are listed in Table 1 and Table 2. Room count will include the number of bedrooms, living/dining room, den and kitchen (even in efficiency/studio units). For example, a one-bedroom apartment may include one bedroom, a living room and a kitchen, or three rooms. The payments in these Guidelines will be indexed to the URA Fixed Residential Moving Cost Schedule and will be updated whenever the URA schedule changes.

Relocation Payments

Number of Rooms	Payments
1 room	\$700
2 rooms	\$940
3 rooms	\$1,125
4 rooms	\$1,320
5 rooms	\$1,500

G. Compliance with Applicable Codes

Throughout the process of redevelopment and relocation, occupied structures and the property will be maintained in accordance with Virginia Uniform Statewide Building Code and the Arlington County Condition of Private Property, Noise and Zoning ordinances.

H. Record Keeping

The Developer will update the Plan as changes are made and will make copies available to all households. The Developer will maintain adequate records in sufficient detail to demonstrate compliance with all applicable relocation requirements for a minimum of one year, including notices and canceled checks. These files will be for monitoring purposes and to ensure Plan compliance. All information pertaining to each household will be kept in this file. Relocation referrals will be kept in this file and should contain information as to rejection of the referral by the resident whenever possible (this will provide documentation by the Developer of efforts to assist in the relocation). Each resident has the right to see his/her relocation records.

I. Eviction for Cause

Any eviction for cause must conform to the applicable State and local law. Any household that lawfully occupies a unit on the *Initiation of Negotiations* date which is to be determined and continues to remain a resident in good standing would be eligible to receive relocation benefits unless:

1. The household received an eviction notice prior to the *Initiation of Negotiations* date and is later evicted as a result of the notice; or
2. The household is evicted after the *Initiation of Negotiations* date for serious or repeated violation of material terms of the lease or occupancy agreement.

J. Appeals

Any aggrieved person may file a written appeal in any case in which the person believes the Developer failed to properly consider the person’s application for assistance under the URA. Such assistance may include, but is not limited to, the person’s eligibility for or the amount of a payment required under the URA and this Relocation Plan. Any written appeal will be considered regardless of the presentation of the written appeal. The appeal process will be implemented in accordance with the terms set forth in the URA.

V. Definitions

10-Day Notice means the notice that will be provided ten days in advance of the temporary move and ten days in advance of returning to the resident’s renovated unit.

30-Day Notice means the notice that identifies the exact date to move out of an existing residential unit provided no less than 30 days from the date of the letter.

120-Day Notice to Vacate means the notice that identifies the earliest date of vacating an existing unit that will be provided to all households.

General Information Notice means the notice provided pursuant to the Uniform Relocation Act that notifies tenants of the upcoming renovation.

Initiation of Negotiations (ION) means the date that marks eligibility for benefits under the Relocation Plan. For purposes of the ION the date of will be the submission date to Arlington County for the assignment of the Project-Based Voucher Housing Assistance Program dated TBD.

Low Income Housing Tax Credits (LIHTC) means the federal program under which Knightsbridge Apartments is anticipated to be financed with 9% LIHTCS that will allow the owner to renovate the property yet keep the rent affordable for residents with low-income.

Notice of Relocation Eligibility means the notice provided that notifies tenants of their eligibility for relocation benefits and to continue to rent an apartment.

Owner means Wesley Knightsbridge LLC, the nonprofit that will purchase Knightsbridge Apartments from the current owner.

Property Manager means Wesley Property Management Company as the residential property management firm that provides management services for the existing building.

Relocation Coordinator means the staff person who is dedicated to working directly with each resident household to coordinate all aspects of the Relocation Plan.

Developer means Wesley Housing Development Corporation of Northern Virginia as the developer for the substantial rehabilitation of the Knightsbridge Apartments buildings.

Uniform Relocation Act means public law 91-646, 42 U.S.C. 4601 *et seq.* and the government-wide implementing regulations found at 49 CFR part 24.

VI. Construction Impact Minimization

Rehabilitation of an occupied housing development is inherently disruptive. To minimize such disruption, the WHDC and WPMC will implement this Plan in cooperation with the community. All residents will be kept informed of scheduling for construction through notices delivered to their doors by Property Management and ongoing residents meetings as necessary after the commencement of rehabilitation. As described above, prior to starting work in units, Property Management, the General Contractor, Developer and the Relocation Coordinator will meet with residents to explain the rehabilitation process.

K

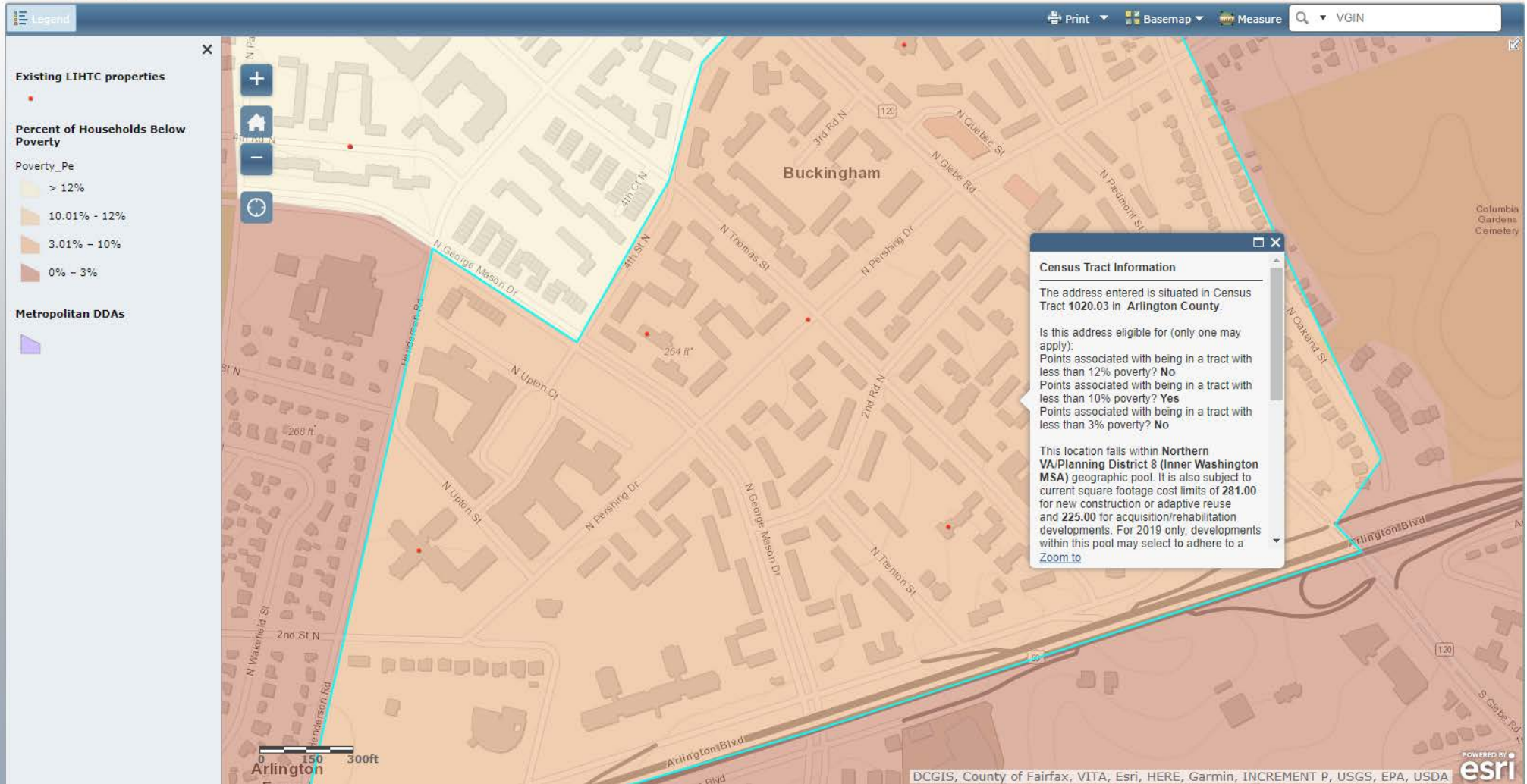
Documentation of
Development Location:

K.1

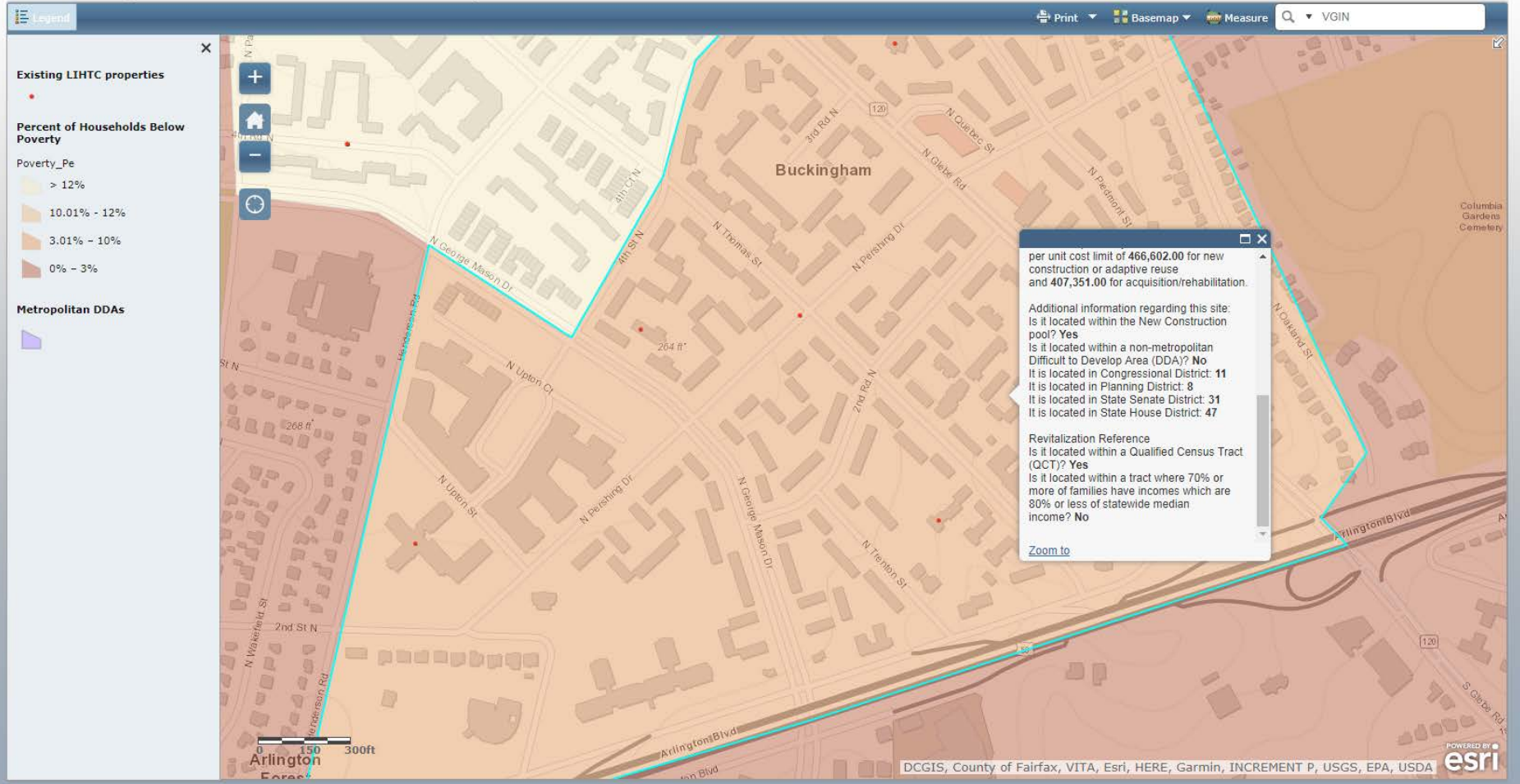
Revitalization Area
Certification

Tab K.1 LIHTC Reference Map: QCT Qualification

2019 Virginia LIHTC Reference Map



2019 Virginia LIHTC Reference Map

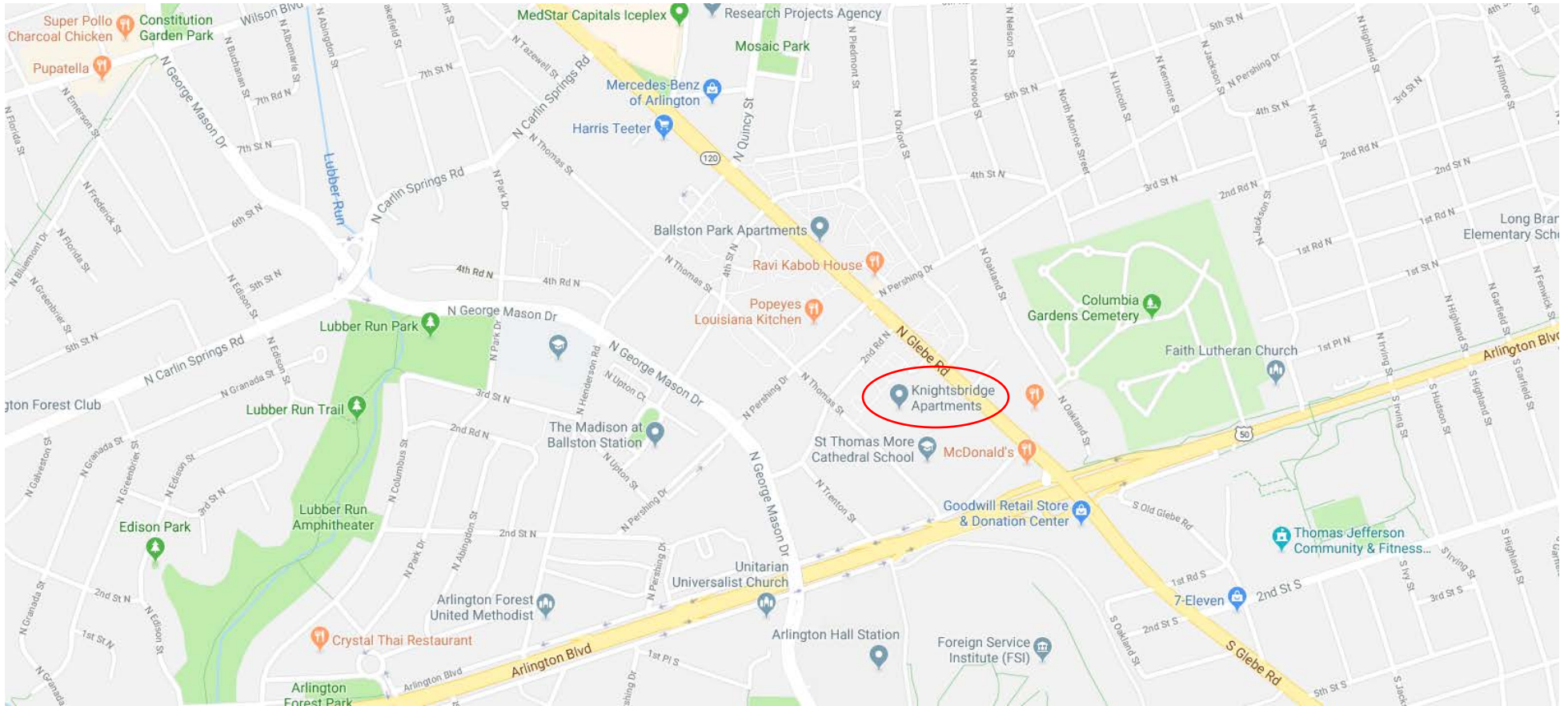


K.2

Location Map

Knightsbridge Apartments

Location Map



K.3

Surveyor's Certification of
Proximity to Public
Transportation

Surveyor's Certification of Proximity to Transportation

DATE: March 5, 2019

TO: Virginia Housing Development Authority
601 South Belvidere Street
Richmond, VA 23220-6500

RE: 2019 Tax Credit Reservation Request
Name of Development: Knightsbridge Apartments
Name of Owner: New Wesley Knightsbridge LLC

Gentlemen:

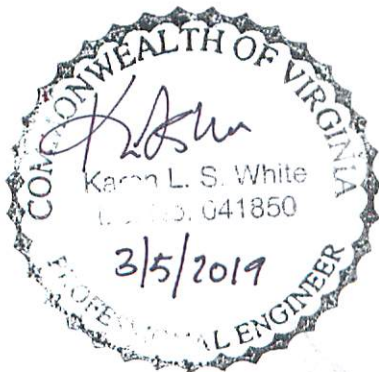
This letter is submitted to you in support of the Owner's Application for Reservation of Low Income House Tax Credits under Section 42 of the Internal Revenue Code of 1986, as amended.

Based upon due investigation of the site and any other matters as it deemed necessary this firm certifies that: the main street boundary entrance to the property is within:

2,640 feet or ½ mile of the nearest access point to an existing commuter rail, light rail or subway station; **or**

X

1,320 feet or ¼ mile to the nearest access point to an existing public bus stop.



Walter L. Phillips, Inc.

Karen L. W. White, P.E.
Director of Urban Planning and Engineering
2019



L

PHA/Section 8 Notification
Letter

N/A

M

Locality CEO Response
Letter



OFFICE OF THE COUNTY MANAGER

2100 Clarendon Boulevard, Suite 302, Arlington, VA 22201
TEL 703-228-3120 FAX 703-228-3218 TTY 703-228-4611 www.arlingtonva.us

Locality CEO Letter

March 11, 2019

JD Bondurant
Virginia Housing Development Authority
601 South Belvidere Street
Richmond, Virginia 23220

VHDA Tracking Number: 2020-ASH-02
Development Name: Knightsbridge Apartments
Name of Owner/Applicant: Wesley Knightsbridge Limited Partnership

Dear Mr. Bondurant:

The construction or rehabilitation of the above-named development and the allocation of federal housing tax credits available under IRC Section 42 for said development will help to meet the housing needs and priorities of Arlington County. Accordingly, Arlington County supports the allocation of federal housing tax credits requested by Wesley Knightsbridge Limited Partnership for this development.

Yours truly,

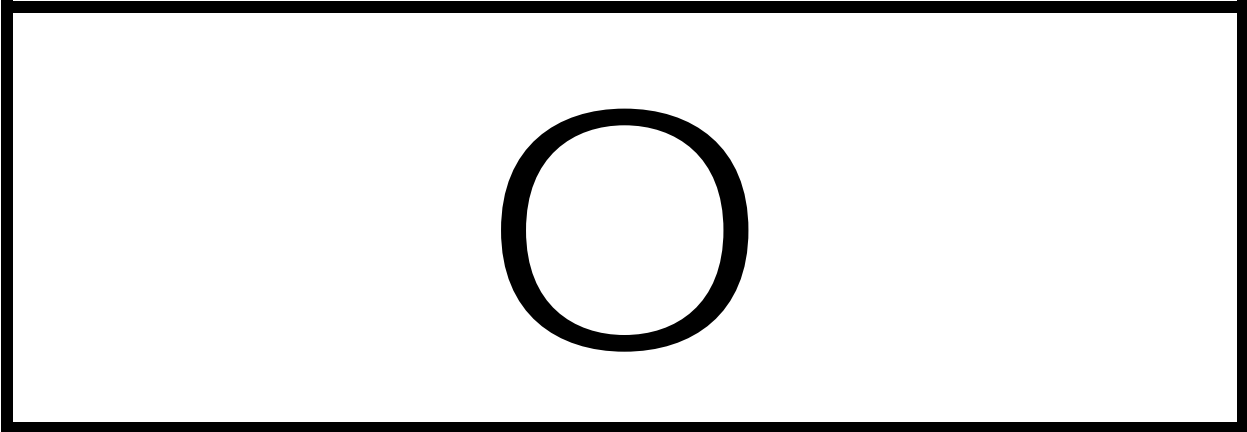
A handwritten signature in blue ink that reads "Mark Schwartz".

Mark Schwartz
County Manager

N

Homeownership Plan

N/A



O

Plan of Development
Certification Letter

N/A

P

Copies of 8609s to
Certify Developer
Experience and
Partnership agreements

VHDA Experienced LIHTC Developers

Notes:

Updated:

3/7/2019

I Listed if 'named' Controlling General Partner or Managing Member (as confirmed by supporting documentation)

I Listed if documentation supported at least 6 LIHTC developments

I Listed if a principal who has developed at least 3 LIHTC deals and has at least \$500,000 in liquid assets

See LIHTC Manual for instructions on being added to this list

INDIVIDUALS

1 Alexander, Randall P.	28 Franklin, Wendell C.	55 Nelson, IV, John M.
2 Arista, Roberto	29 Friedman, Mitchell M.	56 Orth, Kevin
3 Barnhart, Richard K.	30 Gardner, Mark E.	57 Parent, Brian
4 Baron, Richard	31 Gunderman, Timothy L.	58 Park, Richard A.
5 Bennett, Vincent R.	32 Haskins, Robert G.	59 Park, William N.
6 Burns, Laura P.	33 Heatwole, F. Andrew	60 Pasquesi, R.J.
7 Chapman, Tim	34 Honeycutt, Thomas W.	61 Pedigo, Gerald R.
8 Cohen, Howard Earl	35 Hunt, Michael C.	62 Poulin, Brian M.
9 Connelly, T. Kevin	36 Iglesias, Adrian	63 Queener, Brad
10 Connors, Cathy	37 Jester, M. David	64 Ripley, F. Scott
11 Copeland, M. Scott	38 Johnston, Thomas M.	65 Ripley, Ronald C.
12 Copeland, Robert O.	39 Jones Kirkland, Janice	66 Ross, Stephen M.
13 Copeland, Todd A.	40 Kirkland, Milton L.	67 Salazar, Tony
14 Cordingley, Bruce A.	41 Kittle, Jeffery L.	68 Sari, Lisa A.
15 Counselman, Richard	42 Koogler, David M.	69 Sinito, Frank T.
16 Crosland, Jr., John	43 Koogler, David Mark	70 Stockmaster, Adam J.
17 Curtis, Lawrence H.	44 Lancaster, Dale	71 Stoffregen, Phillip J.
18 Daigle, Marc	45 Lawson, Phillip O.	72 Surber, Jen
19 Dambly, Mark H.	46 Lawson, Steve	73 Valey, Ernst
20 Deutch, David O.	47 Leon, Miles B.	74 Uram, David
21 Dischinger, Chris	48 Lewis, David R.	75 Woda, Jeffrey J.
22 Douglas, David D.	49 Margolis, Robert B.	76 Wohl, Michael D.
23 Edmondson, Jim	50 McCormack, Kevin	77 Wolfson, III, Louis
24 Ellis, Gary D.	51 McNamara, Michael L.	
25 Fekas, William L.	52 Melton, Melvin B.	
26 Fitch, Hollis M.	53 Midura, Ronald J.	
27 Fore, Richard L.	54 Mirmelstein, George	

NON-PROFITS, LHAs & (PUBLICLY TRADED) CORPORATIONS

- 1 AHC, Inc.
- 2 Alexandria RHA
- 3 Arlington Partnership for Affordable Housing (APAH)
- 4 Better Housing Coalition
- 5 Buckeye Community Hope Foundation
- 6 Community Housing Partners
- 7 Community Housing, Inc.
- 8 ElderHomes (dba Project: Homes)
- 9 Enterprise Homes, Inc
- 10 Fairfax County RHA
- 11 Homes for America, Inc.
- 12 Humanities Foundation, Inc.
- 13 Huntington Housing, Inc.
- 14 Newport News RHA
- 15 NHT Communities
- 16 Norfolk Redevelopment Housing Authority
- 17 People Incorporated
- 18 Piedmont Housing Alliance
- 19 Preserving US, Inc.
- 20 Portsmouth RHA
- 21 RHA/Housing, Inc.
- 22 The Community Builders
- 23 Virginia Supportive Housing
- 24 Virginia United Methodist Housing Development Corporation
- 25 Wesley Housing Development Corporation

Q

Documentation of Rental
Assistance

Tab Q Part 1

Knightsbridge Apartments Assignment of HAP Contract

**ASSIGNMENT, ASSUMPTION AND AMENDMENT AGREEMENT
SECTION 8 HOUSING ASSISTANCE PAYMENTS CONTRACT**

THIS ASSIGNMENT, ASSUMPTION AND AMENDMENT AGREEMENT SECTION 8 HOUSING ASSISTANCE PAYMENTS CONTRACT (herein called the “**Agreement**”) is made this 13th day of March, 2019, by Wesley Knightsbridge Limited Partnership, Virginia limited partnership (herein called the “**Seller**”), and New Wesley Knightsbridge LLC, a Virginia limited liability company (herein called the “**Buyer**”).

WHEREAS, the U.S. Department of Housing and Urban Development (“**Contract Administrator**”) and Seller, pursuant to Section 8 of the United States Housing Act of 1937, 42 U.S.C. 1437(f), entered into a Section 8 Housing Assistance Payments Contract (herein called the “**HAP Contract**”) identified as HAP Contract Number VA390009015 for units in Knightsbridge (herein called the “**Property**”), a copy of which is attached hereto as “Exhibit A”;

WHEREAS, the Seller and Buyer, entered into an Option to Lease and to Purchase, dated March 13, 2019 (the “**Option**”) wherein the Seller and Buyer agree to enter into a long-term lease agreement for Buyer’s ground lease of the Property from Seller, including, without limitation, the improvements situated thereon, and Buyer has agreed to accept the assignment of and assume all obligations under the HAP Contract;

WHEREAS, the Buyer shall submit to the Secretary of HUD (herein called the “**Secretary**”) an Application and documents in support thereof (herein collectively referred to as the “**Application**”) requesting, and this Agreement shall be conditioned upon, the Secretary’s approval of the proposed assignment of the HAP Contract to the Buyer in connection with the aforesaid Option; and

WHEREAS, the Seller and the Buyer mutually desire to assign the HAP Contract; and it is necessary to and the Buyer desires to amend the HAP Contract to allow for physical inspections in accordance with 24 CFR Part 5, Subpart G and require financial reporting in accordance with 24 CFR Part 5, Subpart H.

NOW, THEREFORE, in consideration of the foregoing, the sum of Ten Dollars (\$10.00) in hand paid and other good consideration, the receipt of which is hereby acknowledged, and in order to comply with the requirements of the Secretary, the National Housing Act of 1937, and the regulations adopted pursuant thereto, the parties hereto agree as follows:

1. The Seller hereby irrevocably assigns the HAP Contract to the Buyer together with all rights and obligations in and under said HAP Contract, conditioned upon the approval of the Application.
2. Effective as of the date of this Agreement, and conditioned upon the approval of the Application, the Buyer agrees to assume and to be bound by said HAP Contract as modified herein, and is responsible for filing the Annual Financial Statement (“**AFS**”) from the date of this Agreement through the end of the Buyer’s fiscal year.
3. Effective as of the date of this Agreement, the Seller is released from any future obligations under the HAP Contract, excepting that the Seller shall remain responsible for filing the AFS through the day before this Agreement if said HAP Contract includes an AFS filing requirement. Nothing in this Agreement shall waive, compromise, impair, or prejudice any right

HUD may have against the Seller for any violation of the HAP Contract that may have occurred prior to the date of this Agreement.

4. Part II of the HAP Contract shall be amended as follows to include the following provisions:

a. **Physical Conditions Standards and Inspection Requirements.** The Owner shall comply with the Physical Condition Standards and Inspection Requirements of 24 CFR Part 5, Subpart G, including any changes in the regulation and related Directives. In addition, the Owner shall comply with HUD's Physical Condition Standards of Multifamily Properties of 24 CFR Part 200, Subpart P, including any changes in the regulation and related Directives. This obligation shall apply both during the current term of the HAP contract and during each successive renewal term.

b. **Financial Reporting Standards.** The Owner shall comply with the Uniform Financial Reporting Standards of 24 CFR Part 5, Subpart H, including any changes in the regulation and related Directives. This obligation shall apply during the current term of the HAP contract and for each successive renewal term.

5. This Agreement shall be construed under the laws of the State of Virginia and to the extent inconsistent with the laws of the State of Virginia, the laws of the United States of America. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. This Agreement may be executed in any number of counterparts, each of which shall be considered an original for all purposes; provided, however, that all such counterparts shall together constitute one and the same instrument.

7. The Secretary, by the signature of his authorized representative below, consents to assignment made hereby. Said consent shall be void ab initio if the Secretary determines that Buyer, or any principal or interested party of the Buyer, is debarred, suspended or subject to a limited denial of participation under 24 CFR Part 24, or is listed on the U.S. General Services Administration list of parties excluded from Federal procurement or non-procurement programs.

NOTHING in this Agreement shall in anyway impair the HAP Contract or alter, waive, annul, vary or affect any provision, condition, covenant therein, except as herein specifically provided, or affect or impair any rights, powers, or remedies under the HAP Contract, it being the intent of the parties hereto that the terms and conditions of the HAP Contract shall continue in full force and effect except as amended hereby.

This Agreement shall be subject to the approval and modification of the Contract Administrator.


[Signatures Begin on Following Page]

IN WITNESS WHEREOF, the Seller and the Buyer have caused this Agreement to be executed.

SELLER:

WESLEY KNIGHTSBRIDGE LIMITED PARTNERSHIP
a Virginia limited partnership

By: KA Development Company,
a Virginia corporation,
its general partner

By: 
Name: Shelley D. Murphy
Title: Secretary


[Signatures Continue on Following Pages]

BUYER:

NEW WESLEY KNIGHTSBRIDGE LLC,
a Virginia limited liability company

By: NEW WESLEY KNIGHTSBRIDGE MANAGING MEMBER LLC,
its Managing Member

By: WESLEY HOUSING DEVELOPMENT CORPORATION OF NORTHERN VIRGINIA
its Sole Member and Managing Member

By: 
Name: Shelley S. Murphy
Title: President

[Signatures Continue on Following Page]

Exhibit A

HAP Contract

[Exhibit appears on the next page.]



navigate

AFFORDABLE HOUSING PARTNERS

RECEIVED

JAN 26 2015

WHDC

January 20, 2015

Stacey Hunter
Wesley Housing Development Corporation
5515 CHEROKEE AVENUE, #204
ALEXANDRIA, VA 22312

**RE: Knightsbridge
Section 8 Contract #: VA390009015**

Dear Stacey Hunter,

Enclosed are fully executed copies of the Housing Assistance Payments Contract and form HUD-92458, Rent Schedule, signed by all parties for your records.

Thank you for your time and cooperation. If you have any questions, please contact me at (888) 466-5572 ext. 2763 or feliciab@navigatehousing.com.

Sincerely,

Felicia Browning
Contract Management Specialist

Enclosure(s)

BOARD OF DIRECTORS

Hugo Isom
PRESIDENT

Spencer Ragland
VICE PRESIDENT

Jane Bailey
SECRETARY-TREASURER

Myla Choy

Cameron Gaede

Eric Q. Strong
CHIEF EXECUTIVE OFFICER

Julie L. Reynolds
CHIEF OPERATING OFFICER

Lisa M. McCarroll
DIRECTOR OF
CONTRACT ADMINISTRATION

JACKSON, MISSISSIPPI
HARTFORD, CONNECTICUT
RICHMOND, VIRGINIA

500 OFFICE PARK DRIVE, STE 300
BIRMINGHAM, AL 35223
T: 888.466.5572
F: 888.723.8932

RECEIVED JAN 20 2015

RECEIVED NOV 24 2014

Attachment 12

U.S. Department of Housing and Urban Development
Office of Housing

PROJECT-BASED SECTION 8

**HOUSING ASSISTANCE PAYMENTS
RENEWAL CONTRACT
FOR MARK-UP-TO-MARKET PROJECT**

Knightsbridge VA390009015

OMB Control #2502-0587

"Public reporting burden for this collection of information is estimated to average 1 hour. This includes the time for collecting, reviewing, and reporting the data. The information is being collected for obtaining a signature on legally binding documents and will be used to enforce contractual obligations. Response to this request for information is required in order to receive the benefits to be derived. This agency may not collect this information, and you are not required to complete this form unless it has a currently valid OMB control number. No confidentiality is assured."

PREPARATION OF CONTRACT

Reference numbers in this form refer to notes at the end of the contract text. These endnotes are instructions for preparation of the Renewal Contract. The instructions are not part of the Renewal Contract.

1

**RENEWAL HAP CONTRACT
FOR SECTION 8 MARK-UP-TO-MARKET PROJECT¹**

1 CONTRACT INFORMATION²

PROJECT

Section 8 Project Number: **VA390009015**

Section 8 Project Number of Expiring Contract: **Same**

FHA Project Number (if applicable): **N/A**

Project Name: **Knightsbridge**

Project Description:³

The complex has 2 Mid-Rise buildings that consist of 37 (6 one-bedroom and 31 two-bedroom) Section 8 units. The property is located at 210 N Glebe Road, Arlington, VA 22203-3706 and is in Arlington County.

- Check this box if the project is a Section 236 project or a Section 221(d)(3) below market interest rate (BMIR) project at the beginning of the Renewal Contract term.

PARTIES TO RENEWAL CONTRACT

Name of Contract Administrator⁴

Navigate Affordable Housing Partners

Name of Owner

WESLEY KNIGHTSBRIDGE LIMITED PARTNERSHIP

2 TERM AND FUNDING OF RENEWAL CONTRACT

- a The Renewal Contract begins on **6/28/2014**⁵ and shall run for a period of **5 (Five)**⁶ years.
- b Execution of the Renewal Contract by the Contract Administrator is an obligation by HUD of \$ **86,142**⁷, an amount sufficient to provide housing assistance payments for approximately **12**⁸ months of the first annual increment of the Renewal Contract term.
- c HUD will provide additional funding for the remainder of the first annual increment and for subsequent annual increments, including for any remainder of such subsequent annual increments, subject to the availability of sufficient appropriations. When such appropriations are available, HUD will obligate additional funding and provide the Owner written notification of (i) the amount of such additional funding, and (ii) the approximate period of time within the Renewal Contract term to which it will be applied.

3 RENEWAL CONTRACT

a Parties

- (1) This contract ("Renewal Contract") is a housing assistance payments contract ("HAP contract") between the contract administrator and the owner of the housing.
- (2) If HUD is the contract administrator, HUD may assign the Renewal Contract to a public housing agency ("PHA") for the purpose of PHA administration of the Renewal Contract, as contract administrator, in accordance with the Renewal Contract (during the term of the annual contributions

contract ("ACC") between HUD and the PHA). Notwithstanding such assignment, HUD shall remain a party to the provisions of the Renewal Contract that specify HUD's role pursuant to the Renewal Contract, including such provisions of section 8 (applicable requirements), section 9 (statutory changes during term), section 10 (distributions) and section 11 (PHA default) of the Renewal Contract.

b Statutory authority

The Renewal Contract is entered pursuant to section 8 of the United States Housing Act of 1937 ("Section 8") (42 U.S.C. 1437f), and section 524(a) of the Multifamily Assisted Housing Reform and Affordability Act of 1997 (MAHRA) ** (Title V of Public Law No.105-65, October 27, 1997, 111 Stat. 1384), as amended.

c Expiring Contract

Previously, the owner entered into a Housing Assistance Payments Contract ("Expiring Contract") with HUD or a PHA to make Section 8 housing assistance payments to the owner for eligible families living in the project. The term of the Expiring Contract has expired or will expire prior to the beginning of the term of the Renewal Contract.

d Purpose of Renewal Contract

The purpose of the Renewal Contract is to renew the Expiring Contract for an additional term. During the term of the Renewal Contract, the contract administrator will make housing assistance payments to the owner in accordance with the provisions of the Renewal Contract. Such payments shall only be made for contract units occupied by eligible families ("families") leasing decent, safe and sanitary units from the owner in accordance with HUD regulations and other requirements.

e Contract units

The Renewal Contract applies to the project contract units identified in Exhibit A by size and applicable contract rents.

4 EXPIRING CONTRACT – PROVISIONS RENEWED

- a Except as specifically modified by the Renewal Contract, all provisions of the Expiring Contract are renewed (to the extent such provisions are consistent with statutory requirements in effect at the beginning of the Renewal Contract term).
- b Any provisions of the Expiring Contract concerning any of the following subjects are not renewed, and shall not be applicable during the renewal term:
 - (1) The amount of the monthly contract rents;
 - (2) Contract rent adjustments;
 - (3) Project account (sometimes called "HAP reserve" or "project reserve") as previously established and maintained by HUD pursuant to former Section 8(c)(6) of the United States Housing Act of 1937 (currently Section 8(c)(5) of the Act, 42 U.S.C. 1437f(c)(5)). Section 8(c)(5) does not apply to the Renewal Contract, or to payment of housing assistance payments during the Renewal Contract term.
- c The Renewal Contract includes those provisions of the Expiring Contract that are renewed in accordance with this section.

5 CONTRACT RENT**a Initial contract rents**

At the beginning of the Renewal Contract term, and until contract rents for units in the project are adjusted in accordance with section 5b, the contract rent for each bedroom size (number of bedrooms) shall be the initial contract rent amount listed in Exhibit A, which is attached to and made a part of the Renewal Contract. The initial contract rent amounts listed in Exhibit A have been increased to market levels under the HUD Mark-Up-to-Market Option.

b Contract rent adjustments**(1) OCAF adjustment**

Except for adjustment of the contract rents to comparable market rents at the expiration of each 5-year period (as provided in paragraph 5b(2) of this section) ("fifth year adjustment"), during the term of the Renewal Contract the

contract administrator shall annually, on the anniversary of the Renewal Contract, adjust the amounts of the monthly contract rents in accordance with HUD requirements, using an operating cost adjustment factor (OCAF) established by HUD. Such adjustments by use of the OCAF shall not result in a negative adjustment (decrease) of the contract rents. The OCAF shall not be used for a fifth year adjustment.

(2) Fifth year adjustment (comparability adjustment at expiration of each 5-year period, *if applicable*)

- (a) This section 5(b)(2) is only applicable if the term of the Renewal Contract is longer than five (5) years (from the first day of the term specified in section 2a).
- (b) At the expiration of each 5-year period of the Renewal Contract term, the contract administrator shall compare existing contract rents with comparable market rents for the market area. At such anniversary of the Renewal Contract, the contract administrator shall make any adjustments in the monthly contract rents, as reasonably determined by the contract administrator in accordance with HUD requirements, necessary to set the contract rents for all unit sizes at comparable market rents. Such adjustments may result in a negative adjustment (decrease) or positive adjustment (increase) of the contract rents for one or more unit sizes.
- (c) To assist in the redetermination of contract rents, the contract administrator may require that the owner submit to the contract administrator a rent comparability study prepared (at the owner's expense) in accordance with HUD requirements.

(3) Procedure for rent adjustments during renewal term

To adjust contract rents during the term of the Renewal Contract (in accordance with paragraph 5b(1) or paragraph 5b(2)), the contract administrator shall give the owner notice of the revised Exhibit A. The revised Exhibit A shall specify the adjusted contract rent amount for each bedroom size as determined by the contract administrator in accordance with paragraph 5b(1) or paragraph 5b(2). The notice shall specify when the adjustment of contract rent is effective. The notice

by the contract administrator of the revised Exhibit A constitutes an amendment of the Renewal Contract.

(4) No other adjustments

Except for contract rent adjustments in accordance with paragraph 5b, there shall not be any other adjustments of the contract rents during the term of the Renewal Contract. Special adjustments shall not be granted.

6 OWNER WARRANTIES

- a The owner warrants that it has the legal right to execute the Renewal Contract and to lease dwelling units covered by the contract.
- b The owner warrants that the rental units to be leased by the owner under the Renewal Contract are in decent, safe and sanitary condition, as defined by HUD, and shall be maintained in such condition during the term of the Renewal Contract.

7 OWNER NOTICE

- a Before termination of the Renewal Contract, the owner shall provide written notice to the contract administrator and each assisted family in accordance with the law and HUD requirements.
- b If the owner fails to provide such notice in accordance with the law and HUD requirements, the owner may not increase the tenant rent payment for any assisted family until such time as the owner has provided such notice for the required period.

8 APPLICABLE REQUIREMENTS

The Renewal Contract shall be construed and administered in accordance with all statutory requirements, and with all HUD regulations and other requirements, including amendments or changes in HUD regulations and other requirements during the term of the Renewal Contract. However, any changes in HUD regulations and requirements which are inconsistent with the provisions of the Renewal Contract, including the provisions of section 5 (contract rent) and section 10 (distributions), shall not be applicable.

9 STATUTORY CHANGES DURING TERM

If any statutory change during the term of the Renewal Contract is inconsistent with section 5 or section 10 of the Renewal Contract, and if HUD determines, and so notifies the contract administrator and the owner, that the contract administrator is unable to carry out the provisions of section 5 or section 10 because of such statutory change, then the contract administrator or the owner may terminate the Renewal Contract upon notice to the other party.

10 DISTRIBUTIONS

During the term of the Renewal Contract, neither HUD nor the PHA may impose any additional limitations on distributions of project funds other than any distribution limitations specified in Exhibit B, which is attached to and made a part of this Renewal Contract.

11 PHA DEFAULT

- a This section of the Renewal Contract applies if the contract administrator is a PHA acting as contract administrator pursuant to an annual contributions contract ("ACC") between the PHA and HUD. This includes a case where HUD has assigned the Renewal Contract to a PHA contract administrator, for the purpose of PHA administration of the Renewal Contract.
- b If HUD determines that the PHA has committed a material and substantial breach of the PHA's obligation, as contract administrator, to make housing assistance payments to the owner in accordance with the provisions of the Renewal Contract, and that the owner is not in default of its obligations under the Renewal Contract, HUD will take actions HUD determines necessary for the continuation of housing assistance payments to the owner in accordance with the Renewal Contract.

12 SECTIONS 236 AND 221(D)(3) BMIR PROJECTS -- PREPAYMENT

- a This section of the Renewal Contract shall be applicable if the project is a Section 236 project or a 221(d)(3) BMIR project (See the check-box at section 1 of the Renewal Contract).

-
- b During the term of the Renewal Contract, the owner shall not prepay any FHA-insured mortgage on the project, except where HUD, in its sole discretion, approves the prepayment as a component of a transaction whereby the project is preserved as affordable housing.

13 EXCLUSION OF THIRD-PARTY RIGHTS

- a The contract administrator does not assume any responsibility for injury to, or any liability to, any person injured as a result of the owner's action or failure to act in connection with the contract administrator's implementation of the Renewal Contract, or as a result of any other action or failure to act by the owner.
- b The owner is not the agent of the contract administrator or HUD, and the Renewal Contract does not create or affect any relationship between the contract administrator or HUD and any lender to the owner or any suppliers, employees, contractors or subcontractors used by the owner in connection with implementation of the Renewal Contract.
- c If the contract administrator is a PHA acting as contract administrator pursuant to an annual contributions contract ("ACC") between the PHA and HUD, the contract administrator is not the agent of HUD, and the Renewal Contract does not create any relationship between HUD and any suppliers, employees, contractors or subcontractors used by the contract administrator to carry out functions or responsibilities in connection with contract administration under the ACC.

14 WRITTEN NOTICES

Any notice by the contract administrator or the owner to the other party pursuant to the Renewal Contract must be in writing.

RECEIVED JAN 20 2015

RECEIVED NOV 24 2014

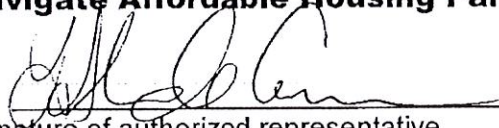
Attachment 12

SIGNATURES

Contract administrator (HUD or PHA)

Name of Contract Administrator

Navigate Affordable Housing Partners

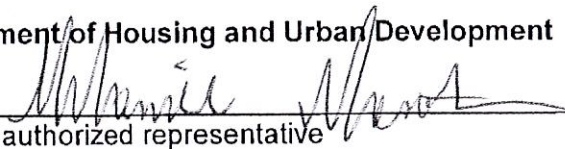
By: 
Signature of authorized representative

ERIC Q. STRONG, CHIEF EXECUTIVE OFFICER

Name and official title

Date 11/25/14

U.S. Department of Housing and Urban Development

By: 
Signature of authorized representative

Melanie Marston Director, DC Multifamily Program Center

Date 11/25/14

Owner

Name of Owner

WESLEY KNIGHTSBRIDGE LIMITED PARTNERSHIP

By: 
Signature of authorized representative

Leslie A. Steen - Assistant Secretary

Name and title

Date 11/13/2014

RECEIVED JAN 20 2015

RECEIVED NOV 24 2014

Attachment 12

EXHIBIT A

**IDENTIFICATION OF UNITS ("CONTRACT UNITS")
BY SIZE AND APPLICABLE CONTRACT RENTS**

Section 8 Contract Number: **VA390009015**
FHA Project Number (if applicable): **N/A**
Effective Date of the Rent Increase (if applicable): **8/1/2014**

<u>Number of Contract Units</u>	<u>Number of Bedrooms</u>	<u>Contract Rent</u>	<u>Utility Allowance</u>	<u>Gross Rent</u>
5	1 Bedroom, Family	\$ 1349	\$ 36	\$ 1385
1	1 Bedroom, Handicap	\$ 1349	\$ 36	\$ 1385
30	2 Bedroom, Family	\$ 1549	\$ 45	\$ 1594
1	2 Bedroom, Handicap	\$ 1549	\$ 45	\$ 1594

NOTE:

This Exhibit will be amended by contract administrator notice to the owner to specify adjusted contract rent amounts as determined by the contract administrator in accordance with section 5b(3) of the Renewal Contract.

Comments:

Rent Schedule Low Rent Housing

U.S. Department of Housing
and Urban Development
Office of Housing
Federal Housing Commissioner

OMB Approval No. 2502-0012
(exp. 5/31/2014)

RECEIVED NOV 24 2014

See page 3 for Instructions, Public Burden Statement and Privacy Act requirements.

Project Name Knightsbridge - VA390009015	FHA Project Number N/A	Date Rents Will Be Effective (mm/dd/yyyy) 8/1/2014
---	---------------------------	---

Part A - Apartment Rents

Show the actual rents you intend to charge, even if the total of these rents is less than the Maximum Allowable Monthly Rent Potential.

Col. 1 Unit Type (Include Non-revenue Producing Units)	Col. 2 Number of Units	Contract Rents		Col. 5 Utility Allowances (Effective Date (mm/dd/yyyy) 08 / 01 / 2014	Col. 6 Gross Rent (Col. 3 + Col. 5)	Market Rents (Sec. 236 Projects Only)	
		Col. 3 Rent Per Unit	Col. 4 Monthly Contract Rent Potential (Col. 2 x Col. 3)			Col. 7 Rent Per Unit	Col. 8 Monthly Market Rent Potential (Col. 2 x Col. 7)
1 Bedroom, Family	5	\$1,349	\$6,745	\$36	\$1,385	\$0	\$0
1 Bedroom, Handicap	1	\$1,349	\$1,349	\$36	\$1,385	\$0	\$0
2 Bedroom, Family	30	\$1,549	\$46,470	\$45	\$1,594	\$0	\$0
2 Bedroom, Handicap	1	\$1,549	\$1,549	\$45	\$1,594	\$0	\$0
			0		0		0
			0		0		0
			0		0		0
			0		0		0
			0		0		0
			0		0		0
			0		0		0
			0		0		0
Total Units	37	Monthly Contract Rent Potential (Add Col. 4)*				Monthly Market Rent Potential (Add Col. 8)*	
		\$56,113				\$0	
		Yearly Contract Rent Potential (Col. 4 Sum x 12)*				Yearly Market Rent Potential (Col. 8 Sum x 12)*	
		\$673,356				\$0	

* These amounts may not exceed the Maximum Allowable Monthly Rent Potential approved on the last Rent Computation Worksheet or requested on the Worksheet you are now submitting. Market Rent Potential applies only to Section 236 Projects.

Part B - Items Included in Rent

Equipment/Furnishings in Unit (Check those included in rent.)

<input checked="" type="checkbox"/> Range	<input type="checkbox"/> Dishwasher	<input type="checkbox"/>
<input checked="" type="checkbox"/> Refrigerator	<input type="checkbox"/> Carpet	<input type="checkbox"/>
<input checked="" type="checkbox"/> Air Conditioner	<input type="checkbox"/> Drapes	<input type="checkbox"/>
<input checked="" type="checkbox"/> Disposal	<input type="checkbox"/> Blinds	<input type="checkbox"/>

Utilities (Check those included in rent. For each item, (even those not included in rent), enter E, F, or G on line beside that item)
E=electric; G=gas; F=fuel oil or coal.

<input type="checkbox"/> Heating <u>E</u>	<input checked="" type="checkbox"/> Hot Water <u>G</u>	<input type="checkbox"/> Lights, etc. <u>E</u>
<input type="checkbox"/> Cooling <u>E</u>	<input checked="" type="checkbox"/> Cooking <u>G</u>	<input checked="" type="checkbox"/> Water/Sewer

Part C - Services/Facilities (check those included in rent)

<input checked="" type="checkbox"/> Parking	<input checked="" type="checkbox"/> Tot Lot	<input type="checkbox"/> Nursing Care
<input checked="" type="checkbox"/> Laundry	<input type="checkbox"/>	<input type="checkbox"/> Linen/Maid Service
<input type="checkbox"/> Swimming Pool	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Tennis Courts	<input type="checkbox"/>	<input type="checkbox"/>

Part C - Charges in Addition to Rent (e.g., parking, cable TV, meals)

Purpose	Monthly Charge
NONE	\$ 0.00
	\$
	\$
	\$
	\$
	\$
	\$ 0.00

Part D - Non-Revenue Producing Space

Col. 1 Use	Col. 2 Unit Type	Col. 3 Contract Rent
NONE		\$0
Total Rent Loss Due to Non-Revenue Units		\$ 0

Part E - Commercial Space (retail, offices, garages, etc.)

Col. 1 Use	Col. 2 Monthly Rent Potential	Col. 3 Square Footage	Col. 4 Rental Rate Per Sq. Ft. (Col. 2 divided by Col. 3)
NONE	\$0	0	0
Total Commercial Rent Potential			\$ 0

Part F - Maximum Allowable Rent Potential

Enter Maximum Allowable Monthly Rent Potential From Rent Computation Worksheet (to be completed by HUD or lender)	\$ 56,113
---	-----------

Part G - Information on Mortgagor Entity

Name of Entity
Wesley Knightsbridge Limited Partnership

Type of Entity
 Individual General Partnership Joint Tenancy/Tenants in Common Other (specify)
 Corporation Limited Partnership Trust

List all Principals Comprising Mortgagor Entity: provide name and title of each principal. Use extra sheets, if needed. If mortgagor is a:
• corporation, list: (1) all officers; (2) all directors; and (3) each stockholder having a 10% or more interest.
• partnership, list: (1) all general partners; and (2) limited partners having a 25% or more interest in the partnership.
• trust, list: (1) all managers, directors or trustees and (2) each beneficiary having at least a 10% beneficial interest in the trust.

Name and Title
KA Development Company (0.01%)

Name and Title
Enterprise Housing Partners X Limited Partnership (99.99%)

Name and Title

Name and Title

Name and Title

Name and Title

Name and Title

Name and Title

Name and Title

Name and Title

Name and Title

Part H - Owner Certification

To the best of my knowledge, all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.
Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name and Title
Leslie A. Steen - Assistant Secretary

Authorized Official's Signature


11/13/2014
Date (mm/dd/yyyy)

Part I - HUD/Lender Approval

Addendum Number
HAP Contract Number VA390009015

Branch Chief Lender Official Signature


11/25/14
Date (mm/dd/yyyy)

Exhibit Number

Director, Housing Management Division Signature

Loan Servicer Signature Date (mm/dd/yyyy)

Date (mm/dd/yyyy)

March 27, 2018

Stacey Hunter
Wesley property Management Co
5515 CHEROKEE AVENUE, #204
ALEXANDRIA, VA 22312-0000

**RE: Knightsbridge
Section 8 Contract #: VA390009015**

Dear Stacey Hunter,

Enclosed is a fully executed copy of form HUD-92458, Rent Schedule, and Revised Exhibit A reflecting the renewed contract rents for the subject property. The revised Exhibit A serves as the official amendment to the HAP Contract. The effective date of the new renewal rents is June 28, 2018.

Under terms of the lease, owners are required to give tenants 30 days written notice of any increase in the tenant's rent. Owners subject to 24 CFR 245's tenant comment procedures must also notify tenants of the Contract Administrator's approved rents.

Excellent customer service is a goal at Navigate Affordable Housing Partners. Please take a few minutes to go to our website and complete a survey regarding your experience with Navigate. Go to www.navigatehousing.com and select About Us. There you will find a link to the Questionnaire itself. We appreciate you taking a few minutes to provide us with feedback.

If you have any questions, please contact me at (888) 466-5572 ext 2765 or drooks@navigatehousing.com.

Sincerely,

Demetra Rooks
Contract Management Specialist

Enclosure(s)

EXHIBIT A

IDENTIFICATION OF UNITS ("CONTRACT UNITS") BY SIZE AND APPLICABLE CONTRACT RENTS

Project Name: Knightsbridge

Section 8 Contract No: VA390009015

FHA Project Number: N/A

Effective Date of the Rent Increase: 06/28/2018

Number of Contract Units	Number of Bedrooms	Contract Rent	Utility Allowance	Gross Rent
5	1 Bedroom, Family	\$ 1,439	\$39	\$ 1,478
1	1 Bedroom, Handicap	\$ 1,439	\$37	\$ 1,476
30	2 Bedroom, Family	\$ 1,652	\$70	\$ 1,722
1	2 Bedroom, Handicap	\$ 1,652	\$113	\$ 1,765

Do not submit a Gross Rent Change through TRACS until the HUD-92458 Rent Schedule has been returned to you duly executed from your HUD/PBCA office.

- Note: (1) This Exhibit will be amended by Contract Administrator notice to the Owner to specify adjusted contract rent amounts as determined by the Contract Administrator in accordance with the Renewal Contract.
- (2) These rents are applicable with the Amend Rents Automatic OCAF for this effective Date.

Part G – Information on Mortgagor Entity

Name of Entity

Wesley Knightsbridge Limited Partnership

Type of Entity

- Individual
 General Partnership
 Joint Tenancy/Tenants in Common
 Other (specify)
 Corporation
 Limited Partnership
 Trust

List all Principals Comprising Mortgagor Entity: provide name and title of each principal. Use extra sheets, if needed. If mortgagor is a:
 • corporation, list: (1) all officers; (2) all directors; and (3) each stockholder having a 10% or more interest.
 • partnership, list: (1) all general partners; and (2) limited partners having a 25% or more interest in the partnership.
 • trust, list: (1) all managers, directors or trustees and (2) each beneficiary having at least a 10% beneficial interest in the trust.

Name and Title

Kimberly Palma Armstrong Board Member

Name and Title

James Barber Board Member

Name and Title

Casey Brill Treasurer

Name and Title

John William Gibb Board Member

Name and Title

Michale W. Graff, Jr Vice President

Name and Title

Thomas Emhardt Johnson Board Member

Name and Title

Frank Mooney President

Name and Title

Shelley S. Murphy Secretary

Name and Title

Wesley Housing Devel Corp of Northern Virginia Sole Member

Name and Title

Name and Title

Part H – Owner Certification

To the best of my knowledge, all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name and Title

Shelley S. Murphy - Key Principal

Authorized Official's Signature

Shelley S. Murphy

03/23/2018

Date (mm/dd/yyyy)

Part I – HUD/Lender Approval

Addendum Number

Branch Chief/Lender Official Signature

HAP Contract Number

VA390009015

[Signature]

3-26-18

Date (mm/dd/yyyy)

Exhibit Number

Director, Housing Management Division Signature

Loan Servicer Signature

Date (mm/dd/yyyy)

Date (mm/dd/yyyy)

Tab Q Part 2

Real Estate Tax Abatement Policy for Arlington County

applicant of its determination and shall forthwith transmit all applications to the State Office of Housing for certification by said office to the County's Director of Real Estate Assessments of those applications which it approves as meeting all requirements for exemption from taxation.

F. *Appeal.* Any person aggrieved by a decision of the Building Section may appeal such decision to the State Building Code Technical Review Board.

G. *Amount of exemption.* Upon receipt of the certification of exemption from the State Office of Housing, the County Director of Real Estate Assessments shall proceed to determine the value of such qualifying solar energy equipment, facilities or devices. The exemption provided by this section shall be determined by applying the local tax rate to the value of such equipment, facilities or devices and subtracting such amount from the total real property tax due on the real property to which such equipment, facilities or devices are attached.

H. *Effective date of exemption.* This exemption shall be effective beginning the next succeeding tax year after the State Office of Housing certifies the exemption and shall be permitted for a period of five (5) years. (11-17-79)

§ 20-10. Partial Exemption for Certain Rehabilitated Residential Real Estate.

A. Any owner of real estate in the County which contains a structure which is used as multifamily residential rental property consisting of five (5) or more units and which is not less than twenty-five (25) years of age who rehabilitates the structure to the extent that the rehabilitation results in the assessed value of the structure being increased by twenty percent (20%) or more without increasing the total square footage by more than thirty percentum (30%) shall be entitled to a tax exemption in the amount equal to the tax otherwise due on the increase in the assessed value resulting from the rehabilitation of the structure. The exemption shall commence on January 1 of the year following completion of the rehabilitation and shall run with the real estate in the same amount for a period of ten (10) years, and for a period of five (5) additional years during which the partial exemption shall be reduced at a rate of twenty percent (20%) per year from the original basis, provided the structure continues to be used as multifamily residential rental property, in which the units are leased to persons other than those who own stock or have the owner interest in proportion to each unit leased. The exemption shall terminate on December 31 of the year in which the property ceases to qualify as a residential rental property.

B. An owner who desires a partial exemption from real estate taxes as provided herein shall file an application for exemption with the Director of Real Estate Assessments prior to the commencement of the rehabilitation. A processing fee of two hundred fifty dollars (\$250.00) shall be paid by the owner to the County with each application. Upon receipt of an application, the Director of Real Estate Assessments shall determine the assessed value of the structure to be rehabilitated. Such assessment shall serve as the basis for the subsequent calculation as to the percentage of increase in assessed value resulting from the rehabilitation of the structure. The owner shall notify the Director of Real Estate Assessments within thirty (30) days after completion of the rehabilitation whereupon the Director shall determine the assessed value of the structure as of the date of completion of the rehabilitation and calculate the percentage in value resulting from its rehabilitation but not including any normal appreciation or depreciation to this structure.

C. If the rehabilitation increases the assessed value by twenty percent (20%) or more, the Director shall notify the owner and the Treasurer or Arlington County of the amount of exempt value. (11-14-81; Ord. No. 01-4, 3-17-01; Ord. No. 02-11, § 1, 4-20-02)

§ 20-11. Partial Assessments of New Buildings.

A. All new buildings substantially completed or fit for use and occupancy prior to November 1 of the year of completion shall be assessed when so completed or fit for use and occupancy, and the Director of the Department of Real Estate Assessments shall enter in the books the fair market value of such building. No partial assessment as provided herein shall become effective until information as to the date and amount of such assessment is recorded in the Office of the Treasurer and made available for public inspection. The total tax on any such new building for that year shall be the sum of:

R

Documentation of
Operating Budget

M. OPERATING EXPENSES

Administrative:

Use Whole Numbers Only!

1. Advertising/Marketing			\$475
2. Office Salaries			\$32,000
3. Office Supplies			\$600
4. Office/Model Apartment	(type _____)		\$0
5. Management Fee			\$35,000
<u>5.10%</u> of EGI	<u>\$945.95</u>	Per Unit	
6. Manager Salaries			\$0
7. Staff Unit (s)	(type _____)		\$0
8. Legal			\$2,100
9. Auditing			\$13,300
10. Bookkeeping/Accounting Fees			\$0
11. Telephone & Answering Service			\$5,500
12. Tax Credit Monitoring Fee			\$0
13. Miscellaneous Administrative			\$14,707
Total Administrative			\$103,682

Utilities

14. Fuel Oil			\$0
15. Electricity			\$4,800
16. Water			\$8,700
17. Gas			\$12,214
18. Sewer			\$13,000
Total Utility			\$38,714

Operating:

19. Janitor/Cleaning Payroll			\$55,000
20. Janitor/Cleaning Supplies			\$1,680
21. Janitor/Cleaning Contract			\$400
22. Exterminating			\$4,500
23. Trash Removal			\$5,240
24. Security Payroll/Contract			\$1,800
25. Grounds Payroll			\$7,000
26. Grounds Supplies			\$1,000
27. Grounds Contract			\$0
28. Maintenance/Repairs Payroll			\$0
29. Repairs/Material			\$1,250
30. Repairs Contract			\$2,100
31. Elevator Maintenance/Contract			\$0
32. Heating/Cooling Repairs & Maintenance			\$500
33. Pool Maintenance/Contract/Staff			\$0
34. Snow Removal			\$1,700
35. Decorating/Payroll/Contract			\$0
36. Decorating Supplies			\$0
37. Miscellaneous			\$300
Totals Operating & Maintenance			\$82,470

M. OPERATING EXPENSES

Taxes & Insurance

38. Real Estate Taxes	\$65,000
39. Payroll Taxes	\$7,200
40. Miscellaneous Taxes/Licenses/Permits	\$0
41. Property & Liability Insurance	\$10,500
42. Fidelity Bond	\$0
43. Workman's Compensation	\$2,600
44. Health Insurance & Employee Benefits	\$18,600
45. Other Insurance	\$2,700
Total Taxes & Insurance	\$106,600

Total Operating Expense **\$331,466**

Total Operating Expenses Per Unit \$8,959 **C. Total Operating Expenses as % of EGI** 48.34%

Replacement Reserves (Total # Units X \$300 or \$250 New Const. Elderly Minimum) **\$11,100**

Total Expenses	\$342,566
-----------------------	------------------

ACTION: Provide Documentation of Operating Budget at **Tab R** if applicable.

Tab R Utility Allowance Explanation

The utility allowances are required but HUD's are based on a calculation using resident actual 12 month history to create an average for the Knightsbridge Apartments UAs. As a result, a breakdown of the various utility uses is not available, only a total utility allowance. The UAs showing on the chart on the heating line are for all UAs grouped together. Following this page is the 2018 approved UAs, as well as the letters sent to residents and back up for the requested 2019 UAs for Knightsbridge. Only the family unit UAs are used on the chart as the units called handicap on the rent schedule won't exist after the renovation as they will be fully accessible units.

HUD requirements dictate resident actual 12 month history to get an average, that is what they approve and is entered on the Rent Schedule. The attached chart is used to create a baseline every the years. The two years in between they are calculated with an automatic UA increase, like a OCAF increase. By using actual histories there is no way to get the breakdown.

This is what was put in the Knightsbridge Apartments LIHTC application. The following pages are the 2018 approved and 2019 applied UAs.

I. UTILITIES

1. Describe the Heating/AC System:

Split System Heat Pump

2. Services Included:

Utilities	Type of Utility (Gas, Electric, Oil, etc.)	Utilities Paid by:	Enter Allowances by Bedroom Size				
			0-bdr	1-bdr	2-bdr	3-bdr	4-br
Heating	Electric	Tenant	0	39	70	0	0
Air Conditioning	Electric	Tenant	0	0	0	0	0
Cooking	Gas	Owner	0	0	0	0	0
Lighting	Electric	Tenant	0	0	0	0	0
Hot Water	Gas	Owner	0	0	0	0	0
Water		Owner	0	0	0	0	0
Sewer		Owner	0	0	0	0	0
Trash		Owner	0	0	0	0	0
Total utility allowance for costs paid by tenant			\$0	\$39	\$70	\$0	\$0

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

a. TRUE HUD

d. FALSE Local PHA

b. FALSE Utility Company (Estimate)

e. FALSE Other: _____

c. FALSE Utility Company (Actual Survey)

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

Rent Schedule Low Rent Housing

U.S. Department of Housing
and Urban Development
Office of Housing
Federal Housing Commissioner

OMB Approval No. 2502-0012
(exp. 11/30/2020)

See page 3 for Instructions, Public Burden Statement and Privacy Act requirements.

Project Name Knightsbridge - VA390009015	FHA Project Number N/A	Date Rents Will Be Effective (mm/dd/yyyy) 6/28/2018
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Part A – Apartment Rents

Show the actual rents you intend to charge, even if the total of these rents is less than the Maximum Allowable Monthly Rent Potential.

Col. 1 Unit Type (Include Non-revenue Producing Units)	Col. 2 Number of Units	Contract Rents		Col. 5 Utility Allowances (Effective Date (mm/dd/yyyy) 06 / 28 / 2018)	Col. 6 Gross Rent (Col. 3 + Col. 5)	Market Rents (Sec. 236 Projects Only)	
		Col. 3 Rent Per Unit	Col. 4 Monthly Contract Rent Potential (Col. 2 x Col. 3)			Col. 7 Rent Per Unit	Col. 8 Monthly Market Rent Potential (Col. 2 x Col. 7)
1 Bedroom, Family	5	\$1,439	\$7,195	\$39	\$1,478	\$0	\$0
1 Bedroom, Handicap	1	\$1,439	\$1,439	\$37	\$1,476	\$0	\$0
2 Bedroom, Family	30	\$1,652	\$49,560	\$70	\$1,722	\$0	\$0
2 Bedroom, Handicap	1	\$1,652	\$1,652	\$113	\$1,765	\$0	\$0
			0		0		0
			0		0		0
			0		0		0
			0		0		0
			0		0		0
			0		0		0
			0		0		0
			0		0		0
Total Units	37	Monthly Contract Rent Potential (Add Col. 4)*				Monthly Market Rent Potential (Add Col. 8)*	
			\$59,846				\$0
		Yearly Contract Rent Potential (Col. 4 Sum x 12)*				Yearly Market Rent Potential (Col. 8 Sum x 12)*	
			\$718,152				\$0

* These amounts may not exceed the Maximum Allowable Monthly Rent Potential approved on the last Rent Computation Worksheet or requested on the Worksheet you are now submitting. Market Rent Potential applies only to Section 236 Projects.

Part B – Items Included in Rent

Equipment/Furnishings in Unit (Check those included in rent.)

- | | | |
|---|-------------------------------------|--------------------------------|
| <input checked="" type="checkbox"/> Range | <input type="checkbox"/> Dishwasher | <input type="checkbox"/> _____ |
| <input checked="" type="checkbox"/> Refrigerator | <input type="checkbox"/> Carpet | <input type="checkbox"/> _____ |
| <input checked="" type="checkbox"/> Air Conditioner | <input type="checkbox"/> Drapes | <input type="checkbox"/> _____ |
| <input checked="" type="checkbox"/> Disposal | <input type="checkbox"/> Blinds | <input type="checkbox"/> _____ |

Utilities (Check those included in rent. For each item, (even those not included in rent), enter E, F, or G on line beside that item)
E=electric; G=gas; F=fuel oil or coal.

- | | | | | | |
|----------------------------------|---|---|---|---|---|
| <input type="checkbox"/> Heating | E | <input checked="" type="checkbox"/> Hot Water | G | <input type="checkbox"/> Lights, etc. | E |
| <input type="checkbox"/> Cooling | E | <input checked="" type="checkbox"/> Cooking | G | <input checked="" type="checkbox"/> Water/Sewer | |

Services/Facilities (check those included in rent)

- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> Parking | <input checked="" type="checkbox"/> Tot Lot | <input type="checkbox"/> Nursing Care |
| <input checked="" type="checkbox"/> Laundry | <input type="checkbox"/> _____ | <input type="checkbox"/> Linen/Maid Service |
| <input type="checkbox"/> Swimming Pool | <input type="checkbox"/> _____ | <input type="checkbox"/> _____ |
| <input type="checkbox"/> Tennis Courts | <input type="checkbox"/> _____ | <input type="checkbox"/> _____ |

Part C – Charges in Addition to Rent (e.g., parking, cable TV, meals)

Purpose	Monthly Charge
NONE	\$ 0.00
	\$
	\$
	\$
	\$
	\$ 0.00

Part D – Non-Revenue Producing Space

Col. 1 Use	Col. 2 Unit Type	Col. 3 Contract Rent
NONE		\$0
Total Rent Loss Due to Non-Revenue Units		\$ 0

Part E – Commercial Space (retail, offices, garages, etc.)

Col. 1 Use	Col. 2 Monthly Rent Potential	Col. 3 Square Footage	Col. 4 Rental Rate Per Sq. Ft. (Col. 2 divided by Col. 3)
NONE	\$0	0	0
Total Commercial Rent Potential			

Part F – Maximum Allowable Rent Potential

Enter Maximum Allowable Monthly Rent Potential From Rent Computation Worksheet (to be completed by HUD or lender)	\$ 59,846
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Part G – Information on Mortgagor Entity

Name of Entity

Wesley Knightsbridge Limited Partnership

Type of Entity

- Individual
 General Partnership
 Joint Tenancy/Tenants in Common
 Other (specify)
 Corporation
 Limited Partnership
 Trust

List all Principals Comprising Mortgagor Entity: provide name and title of each principal. Use extra sheets, if needed. If mortgagor is a:
 • corporation, list: (1) all officers; (2) all directors; and (3) each stockholder having a 10% or more interest.
 • partnership, list: (1) all general partners; and (2) limited partners having a 25% or more interest in the partnership.
 • trust, list: (1) all managers, directors or trustees and (2) each beneficiary having at least a 10% beneficial interest in the trust.

Name and Title

Kimberly Palma Armstrong Board Member

Name and Title

James Barber Board Member

Name and Title

Casey Brill Treasurer

Name and Title

John William Gibb Board Member

Name and Title

Michale W. Graff, Jr Vice President

Name and Title

Thomas Emhardt Johnson Board Member

Name and Title

Frank Mooney President

Name and Title

Shelley S. Murphy Secretary

Name and Title

Wesley Housing Devel Corp of Northern Virginia Sole Member

Name and Title

Name and Title

Part H – Owner Certification

To the best of my knowledge, all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name and Title

Shelley S. Murphy - Key Principal

Authorized Official's Signature

Shelley S. Murphy

03/23/2018

Date (mm/dd/yyyy)

Part I – HUD/Lender Approval

Addendum Number

Branch Chief/Lender Official Signature

HAP Contract Number

VA390009015

[Signature]

3-26-18

Date (mm/dd/yyyy)

Exhibit Number

Director, Housing Management Division Signature

Loan Servicer Signature

Date (mm/dd/yyyy)

Date (mm/dd/yyyy)

**NOTICE TO ALL TENANTS OF INTENTION TO SUBMIT
A REQUEST FOR APPROVAL OF AN INCREASE IN TENANT
UTILITY ALLOWANCES AS CALCULATED IN UTILITY ANALYSIS**

FEBRUARY 27, 2019

Take notice that a Utility Allowance (UA) increase has been calculated based on the utility usage at Knightsbridge Apartments a request to adjust the UA has been submitted to the United States Department of Housing and Urban Development (HUD).

The proposed Utility Allowances to be effective 06/28/2019 are:

Bedrooms	Present UA	Proposed UA
1Family	\$39	\$53
1Handicapped	\$37	\$46

You have the right to participate as provided in §245.420. A copy of the materials that we are submitting to HUD in support of our request will be available during normal business hours at 204 N. Thomas Street, B3 Arlington, VA. 22203 for a period of 30 days from the date of service of this notice for inspection and copying by tenants of Knightsbridge Apartments and, if the tenants wish, by legal or other representatives acting for them individually or as a group.

During a period of 30 days from the date of service of this notice, tenants of Knightsbridge Apartments may submit written comments on the proposed utility allowance increase to us at 204 N. Thomas Street, B3 Arlington, VA. 22203. Tenant representatives may assist tenants in preparing those comments. These comments will be transmitted to HUD, along with our evaluation of them and our request for the increase. You may also send a copy of your comments directly to HUD at the following: United States Department of Housing and Urban Development 600 East Broad Street Richmond, VA. 23219-4920, Attention: Director, Housing Management Division, Re: Project No. Knightsbridge Apartments.

HUD will approve, adjust upward or downward, or disapprove the proposed UA decrease upon reviewing the request and comments. When HUD advises us in writing of the decision on our request, you will be notified. If the request is approved, any allowable increase/decrease will be put into effect only after a period of at least 30 days from the date you are served with that notice and in accordance with the terms of existing leases.

Wesley Property Management Company

**NOTICE TO ALL TENANTS OF INTENTION TO SUBMIT
A REQUEST FOR APPROVAL OF A REDUCTION IN TENANT
UTILITY ALLOWANCES AS CALCULATED IN UTILITY ANALYSIS**

FEBRUARY 27, 2019

Take notice that a Utility Allowance (UA) decrease has been calculated based on the utility usage at Knightsbridge Apartments a request to adjust the UA has been submitted to the United States Department of Housing and Urban Development (HUD).

The proposed Utility Allowances to be effective 06/28/2019 are:

Bedrooms	Present UA	Proposed UA
2Handicapped	\$113	\$102

You have the right to participate as provided in §245.420. A copy of the materials that we are submitting to HUD in support of our request will be available during normal business hours at 204 N. Thomas Street, B3 Arlington, VA. 22203 for a period of 30 days from the date of service of this notice for inspection and copying by tenants of Knightsbridge Apartments and, if the tenants wish, by legal or other representatives acting for them individually or as a group.

During a period of 30 days from the date of service of this notice, tenants of Knightsbridge Apartments may submit written comments on the proposed utility allowance decrease to us at 204 N. Thomas Street, B3 Arlington, VA. 22203. Tenant representatives may assist tenants in preparing those comments. These comments will be transmitted to HUD, along with our evaluation of them and our request for the decrease. You may also send a copy of your comments directly to HUD at the following: United States Department of Housing and Urban Development 600 East Broad Street Richmond, VA. 23219-4920, Attention: Director, Housing Management Division, Re: Project No. Knightsbridge Apartments.

HUD will approve, adjust upward or downward, or disapprove the proposed UA decrease upon reviewing the request and comments. When HUD advises us in writing of the decision on our request, you will be notified. If the request is approved, any allowable increase/decrease will be put into effect only after a period of at least 30 days from the date you are served with that notice and in accordance with the terms of existing leases.

Wesley Property Management Company

1 Bedroom, Handicap

Unit	1		
Utility	Electric	Gas	Water
Month 1	171.93		
2	84.15		
3	23.99		
4	24.55		
5	52.84		
6	43.31		
7	28.65		
8	17.18		
9	16.59		
10	20.60		
11	21.74		
12	43.22		
Total	548.75	0.00	0.00
Average	45.73	0.00	0.00

Monthly Electric
Totals 548.75
Average 45.73

Monthly Gas
Totals 0.00
Average 0.00

Monthly Water
Totals 0.00
Average 0.00

<u>UA Allowance</u> 45.73

1 Bedroom, Family

Unit	1			2			3		
Utility	Electric	Gas	Water	Electric	Gas	Water	Electric	Gas	Water
Month 1	127.88			50.73			72.88		
2	99.98			53.17			55.20		
3	56.31			37.12			23.05		
4	84.22			45.22			44.78		
5	88.21			42.53			49.13		
6	99.96			46.54			53.11		
7	82.75			40.51			32.97		
8	63.48			29.85			20.98		
9	137.18			27.53			35.12		
10	227.79			45.94			61.99		
11	214.71			48.63			61.51		
12	283.68			74.78			110.23		
Total	1,566.15	0.00	0.00	542.55	0.00	0.00	620.95	0.00	0.00
Average	130.51	0.00	0.00	45.21	0.00	0.00	51.75	0.00	0.00

Monthly Electric

Totals
3,144.00

Electric

Average
52.40

Monthly Gas

Totals
0.00

Gas

Average
0.00

Monthly Water

Totals
0.00

Water

Average
0.00

<u>UA Allowance</u>
52.40

Unit	4			5		
Utility	Electric	Gas	Water	Electric	Gas	Water
Month 1	33.54					
2	28.89					
3	21.43					
4	38.13					
5	33.66					
6	39.10					
7	28.09					
8	26.53					
9	26.01					
10	38.63					
11	38.63					
12	61.71					
Total	414.35	0.00	0.00	0.00	0.00	0.00
Average	34.53	0.00	0.00	0.00	0.00	0.00

2 Bedroom, Handicap

Unit	1		
Utility	Electric	Gas	Water
Month 1	112.25		
2	98.20		
3	53.62		
4	71.23		
5	73.76		
6	76.21		
7	95.75		
8	67.99		
9	85.51		
10	110.76		
11	141.13		
12	231.64		
Total	1,218.05	0.00	0.00
Average	101.50	0.00	0.00

Monthly Electric
Totals 1,218.05
Electric
Average 101.50

Monthly Gas
Totals 0.00
Gas
Average 0.00

Monthly Water
Totals 0.00
Water
Average 0.00

<u>UA Allowance</u> 101.50

2 Bedroom, Family

Unit	1			2			3		
Utility	Electric	Gas	Water	Electric	Gas	Water	Electric	Gas	Water
Month 1	81.81			101.57			44.37		
2	78.23			49.15			52.16		
3	55.07			12.87			28.05		
4	78.31			91.64			24.77		
5	74.88			114.26			30.35		
6	71.93			95.88			42.30		
7	79.36			85.53			36.06		
8	53.60			74.86			20.08		
9	51.24			53.78			21.87		
10	85.06			85.63			34.69		
11	108.00			87.64			36.60		
12	168.88			109.01			66.20		
Total	986.37	0.00	0.00	961.82	0.00	0.00	437.50	0.00	0.00
Average	82.20	0.00	0.00	80.15	0.00	0.00	36.46	0.00	0.00

Monthly Electric

Totals
23,613.65

Electric

Average
69.97

Monthly Gas

Totals
0.00

Gas

Average
0.00

Monthly Water

Totals
0.00

Water

Average
0.00

<u>UA Allowance</u>
69.97

Unit	4			5			6		
Utility	Electric	Gas	Water	Electric	Gas	Water	Electric	Gas	Water
Month 1	78.67			71.77			107.66		
2	102.32			33.54			95.59		
3	38.43			25.83			87.86		
4	45.91			40.35			91.53		
5	37.01			46.21			88.32		
6	47.90			56.38			99.57		
7	32.64			34.85			106.54		
8	25.95			28.41			61.51		
9	61.96			26.23			71.85		
10	98.92			56.48			102.33		
11	87.28			66.94			116.93		
12	153.46			112.68			37.07		
Total	810.45	0.00	0.00	599.67	0.00	0.00	1,066.76	0.00	0.00
Average	67.54	0.00	0.00	49.97	0.00	0.00	88.90	0.00	0.00

Unit	7			8			9		
Utility	Electric	Gas	Water	Electric	Gas	Water	Electric	Gas	Water

Month 1	137.49			65.31			91.50		
2	94.28			36.11			94.51		
3	68.12			22.55			53.52		
4	103.05			51.86			69.23		
5	92.47			48.37			85.42		
6	92.41			55.94			88.60		
7	73.92			25.10			70.53		
8	41.73			18.76			48.62		
9	71.34			24.88			53.57		
10	133.60			40.30			84.93		
11	138.50			56.24			81.43		
12	223.99			99.90			87.47		
Total	1,270.90	0.00	0.00	545.32	0.00	0.00	909.33	0.00	0.00
Average	105.91	0.00	0.00	45.44	0.00	0.00	75.78	0.00	0.00

Unit	10			11			12		
Utility	Electric	Gas	Water	Electric	Gas	Water	Electric	Gas	Water
Month 1	82.35			65.21			82.48		
2	59.39			72.00			72.43		
3	66.52			48.61			48.28		
4	105.61			82.41			69.12		
5	105.15			85.98			68.14		
6	103.85			90.40			71.93		
7	77.98			74.03			56.37		
8	53.84			53.48			37.97		
9	38.36			47.70			54.72		
10	115.96			66.02			88.13		
11	133.67			64.14			91.79		
12	183.07			117.07			127.02		
Total	1,125.75	0.00	0.00	867.05	0.00	0.00	868.38	0.00	0.00
Average	93.81	0.00	0.00	72.25	0.00	0.00	72.37	0.00	0.00

Unit	13			14			15		
Utility	Electric	Gas	Water	Electric	Gas	Water	Electric	Gas	Water
Month 1	90.40			48.92			92.92		
2	79.58			33.19			86.94		
3	46.04			37.48			57.53		
4	92.27			75.52			85.55		

5	97.61			77.68			88.77		
6	69.57			83.13			89.16		
7	67.18			59.75			68.82		
8	44.55			40.86			44.84		
9	56.48			25.68			48.48		
10	93.06			38.51			85.63		
11	66.11			37.25			88.36		
12	103.67			60.45			122.15		
Total	906.52	0.00	0.00	618.42	0.00	0.00	959.15	0.00	0.00
Average	75.54	0.00	0.00	51.54	0.00	0.00	79.93	0.00	0.00

Unit	16			17			18		
Utility	Electric	Gas	Water	Electric	Gas	Water	Electric	Gas	Water
Month 1	67.44			124.57			72.00		
2	48.08						74.35		
3	36.95						60.42		
4	29.16						115.21		
5	16.04						113.18		
6	31.29						130.93		
7	47.21						97.71		
8	35.11						70.31		
9	37.61						68.00		
10	52.10						102.82		
11	67.88						112.16		
12	106.80						134.00		
Total	575.67	0.00	0.00	124.57	0.00	0.00	1,151.09	0.00	0.00
Average	47.97	0.00	0.00	124.57	0.00	0.00	95.92	0.00	0.00

Unit	19			20			21		
Utility	Electric	Gas	Water	Electric	Gas	Water	Electric	Gas	Water
Month 1	63.30			82.59			73.70		
2	64.87			46.26			47.94		
3	61.65			71.34			48.18		
4	100.14			119.22			30.11		
5	92.38			129.37			44.35		
6	93.64			133.26			46.21		
7	76.22			125.40			58.27		
8	58.00			72.75			47.73		

9	67.27			57.20			39.97		
10	130.88			66.49			22.22		
11	133.76			66.02			35.36		
12	176.68			83.85			56.37		
Total	1,118.79	0.00	0.00	1,053.75	0.00	0.00	550.41	0.00	0.00
Average	93.23	0.00	0.00	87.81	0.00	0.00	45.87	0.00	0.00

Unit	22			23			24		
Utility	Electric	Gas	Water	Electric	Gas	Water	Electric	Gas	Water
Month 1	80.50			140.43			177.59		
2	64.40			109.15			109.08		
3	55.52			106.64			64.76		
4	54.39			45.29			46.15		
5	68.25			53.08			54.94		
6	68.94			52.63			62.57		
7	78.66			54.45			71.61		
8	70.07			45.84			61.86		
9	76.37			38.61			46.61		
10				67.64			56.27		
11				111.05			86.01		
12				116.13			89.18		
Total	617.10	0.00	0.00	940.94	0.00	0.00	926.63	0.00	0.00
Average	68.57	0.00	0.00	78.41	0.00	0.00	77.22	0.00	0.00

Unit	25			26			27		
Utility	Electric	Gas	Water	Electric	Gas	Water	Electric	Gas	Water
Month 1	128.66			102.38			120.36		
2	103.98			82.59			91.16		
3	84.83			68.10			70.45		
4	47.95			50.86			80.60		
5	60.41			96.15			117.00		
6	69.06			105.39			120.61		
7	73.04			119.81			123.92		
8	67.42			91.34			97.37		
9	43.51			57.09			66.37		
10	50.02			39.58			71.96		
11	84.82			70.70			102.74		
12	152.71			68.95			108.68		

HUDSON
HOUSING CAPITAL

March 12, 2019

Ms. Judith Cabelli
Wesley Housing Development Corporation
5515 Cherokee Avenue, Suite 200
Alexandria, VA 22312

Re: **Knightsbridge Apartments – Arlington, Virginia**

Dear Judith,

Hudson would welcome the opportunity to invest in the rehabilitation of Knightsbridge Apartments. We believe that the 5% underwritten vacancy you've included in your projections accurately reflects current market conditions in Arlington; we'd include this vacancy rate in our underwriting assumptions as well.

Thank you,



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

S

Supportive Housing
Certification

Darryl Leedom

From: CORES <no-reply@email.zenginehq.com>
Sent: Tuesday, March 05, 2019 1:06 PM
To: Darryl Leedom
Subject: Payment Received and CORES Certification Application Access

Follow Up Flag: Flag for follow up
Flag Status: Flagged

Dear Darryl Leedom

Thank you, the payment for your CORES Certification application has been received. You are now able to access the full application [here](#). Please make sure to use **Google Chrome** when filling out the application online for best functionality. Your pre-screen approval is valid for up to 60 days.

If you have any questions, please contact cores@sahfnet.org.

VHDA Permanent Supportive Housing Services Certification

Permanent Supportive Housing is housing consisting of units designated for individuals or families that are homeless, at-risk of homelessness or who have multiple barriers to independent living.

Best practices are described by the U.S. Department of Health and Human Services:
<http://store.samhsa.gov/shin/content/SMA10-4510/SMA10-4510-06-BuildingYourProgram-PSH.pdf>

For consideration, provide **all** of the following:

1. Attach a list of developments for which you've provided permanent supportive housing services. Describe the types of services that were provided.
2. A signed copy of an MOU with a local service provider agency(ies). If no MOU exists, the service provider must sign this certification. If neither is available, provide an explanation for the lack of demonstrated partnership and describe how the property will receive referrals and from whom the residents will receive services.
3. Describe your target population(s).

Tenants (18+)	

4. List the types of supportive services to be offered.

Eviction Prevention	Financial Literacy
Employment Services	ESL/Life Skill Classes
Basic Needs - Food Insecurities	Basic Needs - Material Assistance (Holidays)

5. Who will be providing supportive services?

WHDC Staff - Resident Services Coordinator	WHDC Staff - Regional Employment Specialist
WHDC Staff - Regional Housing Specialist	Contractors/Community Partners

6. What percentage of the total number of units will be marketed to and held available for tenants in need of supportive services?

15 %

In addition, I/we certify the following:

Services

Tenant choice. Supportive housing tenants will have choices in what support services they receive (i.e., not a limited menu of services). Individual Support Plans will reflect tenant-defined needs and preferences. As supportive service tenants' needs change over time, tenants can receive more or less intensive support services.

Assertive outreach and engagement. The service team will use a variety of outreach and engagement techniques to bring tenants into helping relationships.

Case management. Case managers will serve as the bridge between tenants and the supports that help them achieve stability and long-term tenancy.

Recovery supports. Services will include at least one of the following:

- Mainstream supports, e.g., income supports from public benefits programs, healthcare from hospitals and clinics and employment help from vocational agencies
- Specialized supports, e.g., life skills training, budgeting, medication management and behavioral health treatment
- Natural supports, e.g., connections with peers, family, community and faith communities

Housing

Tenant choice. Supportive housing tenants will be able to choose where they want to live. Tenants cannot be evicted from their housing for rejecting services.

Access. Supportive housing units will be available to people who are experiencing homelessness, are precariously housed and/or who have multiple barriers to housing stability, including disabilities and substance abuse.

Quality. Supportive housing units will be similar to other units in the project.

Integration. Supportive housing tenants with disabilities will have a right to receive housing and supportive services in the most integrated settings available, including in buildings that include neighbors who do not have disabilities and where there is access to an array of community services and resources used by people with and without disabilities.

Rights of tenancy. Supportive housing tenant leases or subleases will confer full rights of tenancy, including limitations on landlords' entry into the property and the right to challenge eviction in landlord-tenant court. Tenants can remain in their homes as long as the basic requirements of tenancy are met—paying the rent, not interfering with other tenants' use of their homes, not causing property damage, etc. House rules, if any, are similar to those found in other housing.

Affordability. Supportive housing tenants should pay no more than 30% of their incomes toward rent and basic utilities.

Coordination between housing and services. Property managers and support service staff will stay in regular communication and coordinate their efforts to help prevent evictions and to ensure tenants facing eviction have access to necessary services and supports.

Delineated roles. There will be a functional separation of roles, with the housing elements (rent collection, property maintenance, enforcement of responsibilities of tenancy) carried out by different staff than those providing services (case management, mental health treatment, wraparound services).

The undersigned Owner certifies that each of the above statements is true and correct.

I/We agree that the commitment to provide supportive housing will remain in place throughout the Compliance Period (as described in the Extended Use Agreement).

3/11/2019

Date

New Wesley Knightsbridge LLC

Shelley S Murphy
Owner/Applicant

By: Shelley S Murphy

Its: Secretary
Title

Darryl Leedom

Service Provider - Wesley Housing Development Corporation
of Northern Virginia

By: Darryl Leedom

Its: Director of Resident Services

Title

VHDA Permanent Supportive Housing Services Certification: Additional Information

1. Attach a list of developments for which you've provided permanent supportive housing services. Describe the types of services that were provided.

Wesley Housing Development Corporation Baseline and Comprehensive supportive services are currently provided through a combination of direct services by Wesley Housing Development Community staff members as well as through partnerships and referrals to outside organizations as appropriate for residents who reside in the following properties:

- Colonial Village
- Coppermine Place I & II
- Fallstead
- Knightsbridge Apartments
- Madison Ridge
- Quarry Station
- Strawbridge Square
- Wexford Manor
- Whitefield Commons

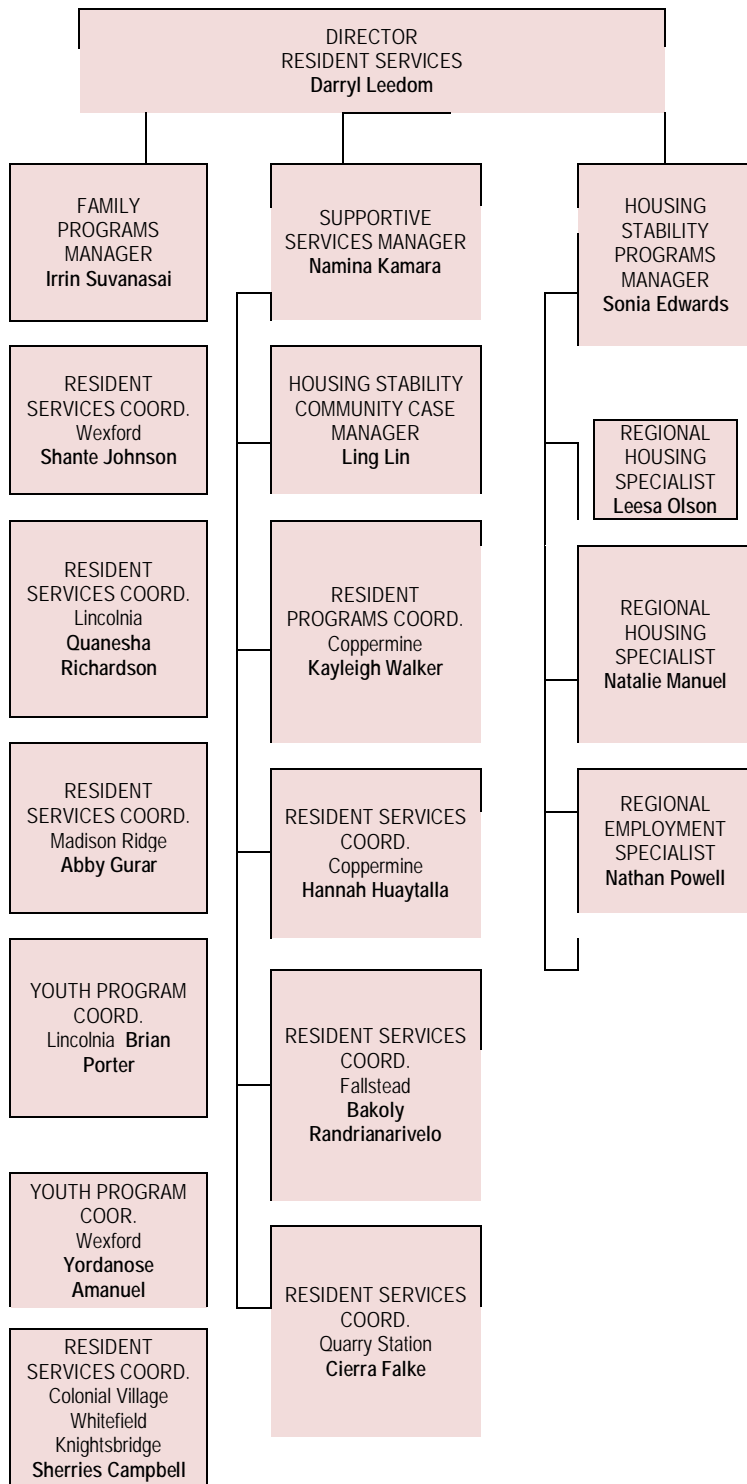
Baseline and Compressive Services Include:

- Eviction Prevention
- Employment Services
- Financial Literacy
- ESL Classes
- Life Skills Classes
- Basic Needs for Material Assistance
- Basic Needs for Food Insecurity
- Community Engagement include: voter registration, volunteer opportunities, resident forums, resident appreciation "social" activities; etc.
- Education expressions include: Adult ESOL, Adult Basic Computer Classes, Adult - Life Skill Classes, Youth After School Activities, Teen Social Skill Enhancement Classes, Summer Day Camp, etc.
- Health & Wellness expressions include: Nutrition Classes, Exercise Classes, Health Screenings, Flu Shots, etc.

2. A signed copy of an MOU with a local service provider agency(ies). If no MOU exists, the service provider must sign this certification. If neither is available, provide an explanation for the lack of demonstrated partnership and describe how the property will receive referrals and from whom the residents will receive services.

Wesley Housing Development Corporation is the service provider through WHDC's Resident Services Department. Under the direction of the Director of Resident Services, the Family Programs Manager, Supportive Services Manager and the Housing Stability Programs Manager, WHDC staff directly provide comprehensive supportive services in house for Wesley Housing Development Corporation Properties.

Wesley Housing Development Corporation Resident Services Organizational Chart



T

Funding Documentation

Wesley Knightsbridge Limited Partnership
Wesley Housing Development Corporation of Northern Virginia
5515 Cherokee Avenue, Suite 200
Alexandria, VA 22312

March 12, 2019

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

Re: Financing Commitment, Knightsbridge Apartments 2020-ASH-02

Ladies and Gentlemen:

Wesley Knightsbridge Limited Partnership (“WKLP”) and Wesley Housing Development Corporation of Northern Virginia (“WHDC” together with WKLP, the “Lender”) have approved and hereby issue its commitment (the “Commitment”) to make a permanent loan in the principal amount of up to \$500,000 (the “Loan”) to New Wesley Knightsbridge LLC and its successors and assigns (the “Partnership”) to provide financing for the Knightsbridge Apartments (the “Project”).

The Loan will bear interest at a rate not to exceed the AFR percent (2.91%) for a term of thirty (30) years. The payment of principal and interest shall be made out of a portion of cash flow.

The Partnership will comply with all requirements and restrictions in its application for financing from the Virginia Housing Development Authority. The Lender hereby consents to reliance on this Commitment by the Virginia Housing Development Authority 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.

Sincerely,

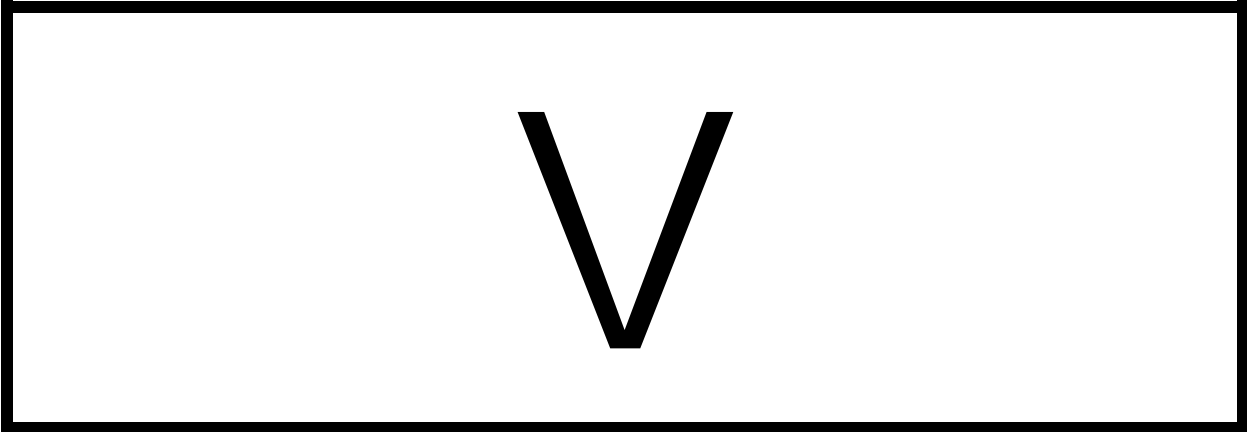


Shelley S. Murphy
Authorized Representative of WKLP
President of WHDC

U

Documentation to
Request Exception to
Restriction-Pools with
Little/No Increase in Rent
Burdened Population

N/A



V

Nonprofit or LHA Purchase
Option or Right of First
Refusal

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Klein Hornig LLP
1325 G Street NW, Suite 770
Washington, DC 20005
Attn: Erik T. Hoffman

RIGHT OF FIRST REFUSAL AND PURCHASE OPTION AGREEMENT

This Agreement (this “**Agreement**”) is made as of March 13, 2019 by and between New Wesley Knightsbridge LLC, a Virginia limited liability company (the “**Company**”), and Wesley Housing Development Corporation of Northern Virginia, a Virginia non-stock corporation (“**Grantee**”).

RECITALS

A. New Wesley Knightsbridge Managing Member LLC (the “**Managing Member**”), entered into that certain Operating Agreement dated as of March 13, 2019 (the “**Initial Operating Agreement**”); and

B. It is anticipated that the Managing Member and an investor member (the “**Investor Member**”) may enter into an Amended and Restated Operating Agreement (“**Operating Agreement**”), which would then govern the operations of the Company upon the execution thereof and admission of the Investor Member as a member of the Company; and

C. The Company was formed for the purpose of acquiring, owning or leasing, developing, constructing and/or rehabilitating, leasing, managing, operating, and, if appropriate or desirable, selling or otherwise disposing of a residential project, including all improvements, rights, fixtures, personalty, reserves established therefor, located in the Arlington County, Virginia on a parcel of land (the “**Project**”) described on the attached Exhibit A; and

D. The Company desires to give, grant, bargain, sell and convey (i) the Refusal Right (defined below) to Grantee, or such other governmental or qualified Section 501(c)(3) organization as may be designed by the Grantee, and (ii) the Purchase Option (defined below) to Grantee, on the terms and subject to the conditions set forth in this Agreement.

AGREEMENT

1. Grant of Refusal Right. In the event the Company determines to sell, transfer, assign or ground lease all or substantially all of the Company’s interest in the Project (a “**Proposed Sale**”), or if the Company receives an offer to purchase the Project which offer the Company intends to accept (which acceptance will not require the approval of the Investor Member) and such offer merely must contain the purchase price and basic terms of the proposed sale to be considered bona fide or acceptable (the “**Offer**”), Grantee will have a right of first refusal to purchase the Project (the “**Refusal Right**”) for a period of thirty-six (36) months (the “**Refusal Right Period**”) following (i) Grantee’s receipt of the Disposition Notice (defined below) and (ii) the expiration of the Compliance Period (as defined in Section 42 of the Internal Revenue Code (“**Code**”)), on the terms and conditions set forth in this Agreement and subject to the conditions precedent to exercise of the Refusal Right specified below. A Proposed Sale will be subject to the approval of the Investor Member, which approval will not be unreasonably conditioned, delayed, or denied and such review will be solely based on confirmation of the Refusal Purchase Price defined in Section 2 hereof. The Managing Member shall have the right to cause the Company to market the Project beginning one year prior to the expiration of the Compliance Period and no consent from the

Investor Member shall be required in connection with same. Prior to accepting any Offer or Proposed Sale (the term “sale” hereafter including any transfers or ground leases as aforesaid), the Company will deliver to the Managing Member, Investor Member, and Grantee written notice of such Offer or Proposed Sale (a “**Disposition Notice**”), which Disposition Notice will state the price, the proposed use of the Project, the seller financing offered, if any, and all other material terms of the sale, and, if a written contract or offer has been signed, a copy of the same will be delivered with the Disposition Notice. The Investor Member’s failure to object in writing to the Proposed Sale within ten (10) days after its receipt of the Disposition Notice, will be deemed consent to such transaction. In addition to all other applicable conditions set forth in this Agreement, (a) the foregoing grant of the Refusal Right will be effective only if Grantee is currently a governmental entity or qualified nonprofit organization, as defined in Section 42(h)(5)(c) of the Code, and remains such at all times as of (i) the date that the Refusal Right has been exercised and the resulting purchase and sale has been closed or (ii) the date that the Refusal Right has been assigned to a Permitted Assignee (defined below), and (b) any assignment of the Refusal Right permitted under this Agreement and the Refusal Right so assigned will be effective only if the assignee is at the time of the assignment and remains at all times thereafter, until the Refusal Right has been exercised and the resulting purchase and sale has been closed, a Permitted Assignee described in Paragraph 7 hereof. The Company will not accept any Offer or consummate a Proposed Sale unless and until the Refusal Right has expired without exercise or has been waived by Grantee.

2. Refusal Right Purchase Price. The purchase price for the Project (the “**Refusal Purchase Price**”) pursuant to the Refusal Right will be the lesser of:

2.1. The price in the Disposition Notice, provided such price is not less than the fair market value of the Project subject to all restrictive covenants or other agreements regarding use of the Project as affordable housing, any such appraisal to be made by an MAI appraiser with at least five years’ experience appraising affordable multifamily rental properties who is selected by Grantee (“**Qualified Appraiser**”), or

2.2. The greater of (A) the sum of the principal amount of outstanding indebtedness secured by the Project (other than indebtedness incurred within the 5-year period ending on the closing on the sale of the Project) and all Federal, state and local taxes attributable to such sale; or (B) the outstanding indebtedness of the Company in connection with the Project, including principal, interest, trade payables and all other amounts due under all outstanding loans on the date of sale plus \$1.00, less the amount of the Company’s cash accounts (operating accounts, escrows, reserves, and deposits) and receivables. Clause (A) is intended to comply with and be interpreted and calculated consistently with the provisions of Section 42(i)(7)(B) of the Code. In the absence of formal IRS guidance or legal precedents to the contrary, the phrase “principal amount of outstanding indebtedness” will exclude any accrued interest owed. In the event that accrued interest is determined to be included in the phrase “principal amount of outstanding indebtedness,” then, in the absence of formal IRS guidance or legal precedent to the contrary, the phrase “other than indebtedness incurred with the 5-year period ending on the Closing Date” will include any accrued interest incurred in the 5-year period ending on the Closing Date that remains unpaid as of that date.

The Company agrees to accept Grantee’s computation of the amount described in this Paragraph 2.2 if the method of computation is supported by an opinion of a national or regional law firm with recognized expertise in matters relating to Section 42 of the Code.

3. Exercise of Refusal Right. In the event that Grantee elects to exercise the Refusal Right, it will give the Company written notice of its intent to exercise the Refusal Right (the “**Refusal Notice**”) and will specify a date for delivery of the deed that is not less than ninety (90) days and no more than two hundred seventy (270) days after the Grantee’s delivery of the Refusal Notice. Subject to the prior consent of all lenders necessary so that such assumption does not violate any of the Project loan

documents (“**Required Consent**”), Grantee may pay all or a portion of the Refusal Purchase Price by assuming all or any portion of the existing indebtedness of the Company. The Company agrees upon request of Grantee to use its best efforts to obtain the Required Consent.

4. Grant of Option to Purchase. The Company hereby grants to Grantee an option (the “**Purchase Option**”) to purchase the Project for a period of sixty (60) months following the expiration of the Compliance Period, on the terms and conditions and subject to the conditions precedent specified in this Agreement.

5. Purchase Option Purchase Price. The purchase price for the Project (the “**Purchase Option Price**”) pursuant to the Purchase Option will be the fair market value of the Project, as determined by an appraisal conducted by a Qualified Appraiser, using the income capitalization method of valuation, and assuming that the rent restrictions and any other restrictive covenants in effect during the Compliance Period will remain in effect in perpetuity.

6. Exercise of Option. In the event that Grantee elects to exercise the Purchase Option, it will give the Company written notice thereof (the “**Option Notice**”) and will specify a date for delivery of the deed not less than ninety (90) days and no more than two hundred seventy (270) days after the Grantee’s delivery of the Option Notice. Subject to obtaining the Required Consent, Grantee may pay all or a portion of the Purchase Option Price by assuming all or any portion of the existing indebtedness of the Company. The Company agrees upon request of Grantee to use its best efforts to obtain the Required Consent.

7. Assignment. Grantee may assign all or any of (1) its Refusal Rights under this Agreement to (a) a qualified nonprofit organization, as defined in Section 42(h)(5)(C) of the code, (b) a government agency, or (c) a tenant organization (in cooperative form or otherwise) or resident management corporation of the Project (each of the foregoing, a “**Permitted Assignee**”) or (2) its Purchase Option rights under this Agreement to a Permitted Assignee or another assignee that agrees to maintain the Project as low- and moderate-income housing. Prior to any assignment or proposed assignment of its rights hereunder, Grantee will give written notice thereof to the Company and the Managing Member. Upon any permitted assignment hereunder, references in this Agreement to Grantee will mean the Permitted Assignee where the context so requires, subject to all applicable conditions to the effectiveness of the rights granted under this Agreement and so assigned. No assignment of Grantee’s rights hereunder will be effective unless and until the Permitted Assignee enters into a written agreement accepting the assignment and assuming all of Grantee’s obligations under this Agreement and copies of such written agreement are delivered to the Company and the Managing Member. Except as specifically permitted in this Agreement, Grantee’s rights hereunder will not be assignable.

8. Contract and Closing. If necessary, the Company and Grantee will enter into a written contract for the purchase and sale of the Project in accordance with this Agreement and containing such other terms and conditions as are standard and customary for similar commercial transactions in the geographic area which the Project is located. Such contract will permit sufficient time to apply for the so-called nine percent (9%) tax credits, and if unsuccessful, determine if tax exempt bond financing with four percent (4%) tax credits is feasible during the financial feasibility period and sufficient time to close on such financing or alternative financing in the sole discretion of the Grantee. The following provisions will apply to any sale of the Project pursuant to the Refusal Right or Purchase Option granted hereunder:

8.1. The place for the delivery of the deed or other recorded transfer documents will be the land records of the proper local jurisdiction of the Commonwealth of Virginia or such other location as is mutually acceptable to the Grantee and the Company.

8.2. In any sale pursuant to this Agreement, the Project will be conveyed in “as is” condition, with all defects, and the Company will have no obligation to make any repairs or improvements in connection with such sale.

8.3. Upon receipt of an Option Notice or Refusal Notice from the Grantee exercising the Purchase Option or Refusal Right, the Company will promptly provide to the Grantee an abstract of title or registered property abstract to the Project, certified to a current date to include, without limitation, proper searches covering bankruptcies, judgments, and state and federal liens. At the closing, the Company will deliver to the Grantee a good and sufficient Special Warranty Deed conveying good and clear record and marketable title to the Project, subject only to those liens and encumbrances set forth on the abstract of title, subject to liens in favor of such lenders whose debt is to be assumed and to such other encumbrances which do not materially interfere with the use of the Project as affordable residential housing. At the closing, the parties will make equitable adjustments for items as are typically adjusted in connection with the transfer of multifamily housing such as the Project.

8.4. Exercise of the Purchase Option or Refusal Right by the Grantee will operate to terminate and extinguish any purchase agreement between the Company and any other party or parties thereto, and such other party or parties will thereupon have no right or interest whatsoever in the Project or any part thereof or in the agreement between the Company and the Grantee formed by the exercise of the Purchase Option or Refusal Right.

8.5. In the event Grantee does not exercise its Refusal Right and the Project is disposed of to a different party or for different consideration or on any different terms from those stated in the Disposition Notice or Offer, then any such disposition by the Company will be null and void and the Project will continue to be subject to the Refusal Right and Purchase Option.

8.6. In the event that the Company fails to offer the Project to the Grantee as set forth above, whoever may then hold title will convey the Project forthwith to the Grantee, upon demand, for the same consideration that the Grantee would have had to pay had the offer been properly made. Such demand of the Grantee upon the then title holder will be made within sixty (60) days after receipt by the Grantee of actual notice that a transfer of the Project has been completed. Constructive notice by recording or otherwise will not constitute such actual notice.

9. Alternative Purchases. In addition to the foregoing and notwithstanding the foregoing:

9.1. If the Internal Revenue Service hereafter issues public authority to permit the owner of a low-income housing tax credit project to grant a “right of first refusal to purchase partner interests” pursuant to Section 42(i)(7) of the Code (or other applicable provision) as opposed to a “right of first refusal to purchase the Project” without adversely affecting the status of such owner as owner of its project for federal income tax purposes, then Grantee may, at its election, in lieu of a direct acquisition of the Project pursuant to the Refusal Right, acquire the interests (but not less than all of such interests) of the Investor Member for a purchase price equal to the Refusal Purchase Price as calculated under Paragraph 2, or such lesser price permitted by the Code, less any transaction costs, broker fees, or related expenses that would have been incurred in conjunction with a sale of the Project; or

9.2. If the Internal Revenue Service hereafter issues public authority to permit the owner of a low-income housing tax credit project to grant a (i) “purchase option to purchase the Project” pursuant to Section 42(i)(7) of the Code (or other applicable provision) as opposed to a “right of first refusal to purchase the Project” without adversely affecting the status of such owner as owner of its project for federal income tax purposes, then Grantee may, at its election, purchase the Project for a purchase price equal to the amount calculated under Paragraph 2, or such lesser price permitted by the Code, or (ii) a “purchase option to purchase partner interests” pursuant to Section 42(i)(7) of the Code (or

other applicable provision) as opposed to a “right of first refusal to purchase the Project” without adversely affecting the status of such owner as owner of its project for federal income tax purposes, then Grantee may, at its election, acquire the interests (but not less than all of such interests) of the Investor Member for a purchase price equal to the amount calculated under Paragraph 2, or such lesser price permitted by the Code; or

9.3. Grantee may, at its election, in lieu of a direct acquisition of the Project pursuant to the Purchase Option, acquire the interests (but not less than all of such interests) of the Investor Member in the Company (the “**Company Interests**”). Grantee and the Investor Member will exercise their best efforts in good faith to agree on the purchase price for the Company Interests. If the parties fail to agree, with respect to the Purchase Option, the fair market value of Company Interests will be determined by an appraisal, which appraisal will take into account the value of the Project appraised as low-income housing to the extent continuation of such use is required under the Project documents and any discounts customarily applied to similar types of limited partner interests, including any applicable restrictions on transfer or marketability of such interests, any such appraisal to be made by a Qualified Appraiser, and shall be reduced by any transaction costs, broker fees, or related expenses that would have been incurred in conjunction with a sale of the Project.

10. Miscellaneous.

10.1. The Company agrees to insert reference to this Agreement in any deed, ground lease, or other instrument for conveyance or transfer of the Project, provided, however, that the enforceability of this Agreement will not be affected by a failure to insert a reference to this Agreement in any such deed, ground lease or other instrument.

10.2. In no event will the Refusal Right or Purchase Option or a sale after a purchase pursuant to such Purchase Option or Refusal Right be exercised so as to restrict ownership, use or occupancy of the Project because of race, creed, color, sex, religion, or national origin or any other basis prohibited by law.

10.3. This Agreement will be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Virginia and may not be amended other than by an agreement in writing signed by an authorized representative of the party to be charged therewith and recorded with the land records.

10.4. If any of the provisions of this Agreement, or the application thereof to any person or circumstance will, to any extent, be invalid or unenforceable, the remainder of this Agreement and its application to other persons or circumstances will not be affected thereby and each of the other provisions of this Agreement will be valid and enforceable to the fullest extent permitted by law.

10.5. The term of this Agreement will be ninety years commencing on the date first written above unless sooner terminated pursuant to the provisions hereof. This Agreement and the Refusal Right and Purchase Option herein granted are covenants running with the land and the terms and provisions hereof will be binding upon, inure to the benefits of and be enforceable by the parties hereto and their respective successors and assigns.

10.6. Notwithstanding anything in this Agreement to the contrary, the value of any cash reserves of the Project will not be included in determining the purchase price of the Project or the Company Interest.

10.7. If the Grantee elects to acquire the Company Interest of the Investor Member, then where the context so requires, references to a “sale” of the Project and delivery of a “deed” will

mean a sale of the Company Interest and delivery of any necessary company interest conveyance documents.

11. Counterparts. This Agreement may be executed in separate counterparts or counterpart signature pages, which together will constitute a single agreement. PDF, TIF, facsimile, or other electronic images of signatures will be deemed originals for all purposes.

12. Defined Terms. The capitalized terms used in this Agreement will have the definitions provided for in the Operating Agreement unless otherwise specified in this Agreement.

13. Headings. This Agreement's headings are for convenience of reference and are not intended to qualify the meaning of any provision or covenants in this Agreement.

14. Recitals. The Recitals to this Agreement are hereby incorporated by this reference and made part of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURES APPEAR ON THE NEXT PAGE.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

COMPANY:

NEW WESLEY KNIGHTSBRIDGE LLC,
a Virginia limited liability company

By: New Wesley Knightsbridge Managing Member LLC,
its sole member and managing member

By: Wesley Housing Development Corporation of Northern Virginia,
its sole member and managing member

By: Shelley S. Murphy
Name: Shelley S. Murphy
Title: President

COUNTY OF Fairfax)
COMMONWEALTH OF VIRGINIA)ss

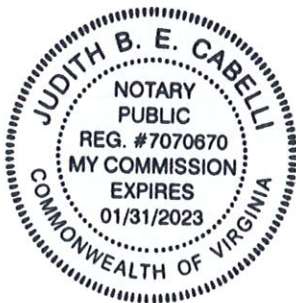
I, the undersigned, a Notary Public in and for the Commonwealth of Virginia, hereby certify that Shelley S. Murphy, whose name as President of Wesley Housing Development Corporation of Northern Virginia, the sole member and managing member of New Wesley Knightsbridge Managing Member LLC, the sole member and managing member of New Wesley Knightsbridge LLC, a Virginia limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, (s)he as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal of office this 13 day of March, 2019.

Judith B. E. Cabelli
Notary Public

[NOTARIAL SEAL]

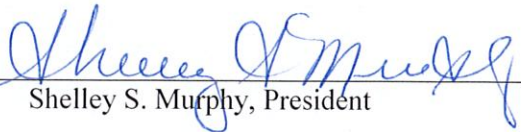
My Commission Expires: 1/31/2023



[SIGNATURES CONTINUE ON THE NEXT PAGE.]

GRANTEE:

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

By: 
Shelley S. Murphy, President

COUNTY OF Fairfax)
COMMONWEALTH OF VIRGINIA)ss

I, the undersigned, a Notary Public in and for the Commonwealth of Virginia, hereby certify that Shelley S. Murphy, whose name as President of Wesley Housing Development Corporation of Northern Virginia, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, (s)he as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal of office this 13 day of March, 2019.


Notary Public

[NOTARIAL SEAL]

My Commission Expires: 1/31/2023



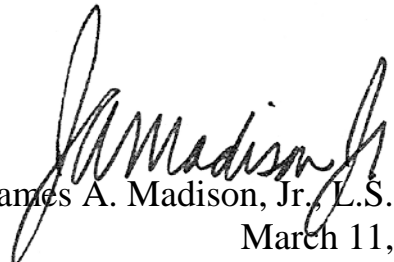
Exhibit A

**LEGAL DESCRIPTION
OF
PROJECT REAL ESTATE**

[Exhibit appears on the next page.]

Description of the property of Wesley Knightsbridge Limited Partnership as recorded in Deed Book 3629 at Page 2417 among the land records of Arlington County, Virginia:

Beginning at a point in the west right-of-way line of North Glebe Road – Route 120, said point being the northeast corner of now-or-formerly The Gatehouse Condominium as recorded in Deed Book 4004 at Page 359; thence with the west right-of-way line of North Glebe Road – Route 120, S 48°33'20" E, 23.50 feet to a point; thence S 41°26'40" W, 4.00 feet to a point; thence S 48°33'20" E, 51.50 feet to a point, said point being the northwest corner of Parcel B-1, St. Thomas More's Addition to Buckingham as recorded in Deed Book 1603 at Page 358; thence with Parcel B-1, S 41°26'40" W, 264.54 feet to a point; thence S 48°33'20" E, 99.50 feet to a point in the north line of now-or-formerly property of Most Reverend Thomas J. Welsh (St. Thomas More Parish Property) as recorded in Deed Book 1890 at Page 49; thence with St. Thomas More Parish Property, S 41°26'40" W, 200.00 feet to a point, said point being a corner to the aforesaid The Gatehouse Condominium; thence with The Gatehouse Condominium, N 48°33'20" W, 174.50 feet to a point; thence N 41°26'40" E, 468.54 feet to the point of beginning and containing an area of 54,834 square feet or 1.2588 acres, more or less.


James A. Madison, Jr., L.S. 2764
March 11, 2019

W

(Reserved)

N/A



X

Marketing Plan

For units meeting accessibility requirements of HUD section

504

Wesley Property Management Company

Marketing Plan

Knightsbridge Apartments

This marketing plan is intended to address the guidelines set forth in Section III(C)(4)(a-i and a-ii) of the Virginia Housing Development Authority's LIHTC Application for Reservation and is designed to ensure that certain units at Knightsbridge Apartments ("Knightsbridge") are actively marketed to people with disabilities.

Wesley Property Management Company (WPMC) will manage Knightsbridge Apartments and will be responsible for all traditional property management functions, including leasing, rent collection, maintenance, record keeping, reporting, development of budgets, monitoring resident income qualifications, and implementing the Marketing Plan.

I. AFFIRMATIVE MARKETING

WPMC is pledged to the letter and the spirit of the U.S. policy of the achievement of equal housing opportunity throughout the Nation and will actively promote fair housing in the development and marketing of this community. WPMC (including its officers, directors and employees) will not discriminate on the basis of race, creed, color, sex, religion, familial status, age, disability or sexual orientation in its programs or housing and will also comply with all provisions of the Fair Housing Act (42 U.S.C. 3600, et. Seq.).

Any employee who has discriminated in the acceptance of a resident will be subject to immediate dismissal. All persons who contact the office will be treated impartially and equally with the only qualification necessary for application acceptance being income and credit, and conformity with the requirements of the Tax Credit program. All interested parties will be provided a copy of the apartment brochure or alternate marketing materials. Any resident who has questions not answered by the leasing staff will be referred to the Regional Property Manager assigned by WPMC.

1. Section 504 Accessible Units

There will minimum of fifteen percent (15%), or six, units that are designated as "Section 504 Accessible Units" which will conform to HUD regulations interpreting the accessibility requirements of Section 504 of the Rehabilitation Act. These Accessible Units will actively be marketed to persons with disabilities as defined in the Fair Housing Act and will be held vacant for at least sixty (60) days. During this period, all ongoing marketing efforts will be documented by WPMC. If a qualified household including a person with a disability is not located within this sixty (60) day timeframe, WPMC will submit evidence of the marketing to VHDA's Program Compliance Officer and request approval to rent the unit to any income qualified household. Should this request be approved, any lease governing the rental of the Accessible Unit will contain a provision that in the event that a qualified household including a person with a disability applies for the unit, the household occupying the Accessible Unit must move to a vacant unit. Such move will be paid for by the owner.

2. Preference Units (if applicable)

In addition, unless prohibited by an applicable federal subsidy program, Knightsbridge will provide first leasing preferences for members of targeted populations or persons with a developmental disability. The targeted populations will be identified in an executed MOU and referred by a VHDA approved referring agency, such as the Community Service Board or the Arc of Northern Virginia. The leasing preference shall be applied to not more than ten percent (10%) of the units at any given time. Knightsbridge will not establish tenant selection criteria or leasing provision for these individuals that are more restrictive than its standard criteria and provision, the eligibility criteria for the state rental assistance or that are set forth in the MOU.

II. MARKETING AND OUTREACH

Locating people with disabilities to occupy the aforementioned units will be accomplished as follows:

1. Networking

In addition to The Arc of Northern Virginia and CSB relationships discussed above, WPMC will contact additional local centers for independent living and disability services boards and other service organizations via phone and printed communication. The contacts may include, but not be limited to, the following organizations:

- ENDependence Center, Inc.
2300 Clarendon Blvd., Suite 250
Arlington, VA 22201
<https://www.endependence.org>
Email: info@ecnv.org
(703) 525-3268 (local)
(703) 525-3585 (fax)
Accessible Phone Type: TTY
- Social Serve
PO Box 35305
Charlotte, NC
28235 www.socialserve.com
(877) 428-8844 (Toll-Free)
(866) 265-7811 (Toll-Free Fax)
TDD/TTY: 7-1-1
- Brain Injury Services
8136 Old Keene Mill Road
Springfield, VA 22152
www.braininjurysvcs.org
(703) 451-8881 (p)
(703) 451-8820 (f)

2. Internet Advertising

WPMC utilizes many online internet sources such as virginiahousingsearch.com, paid search, ApartmentGuide.com, Apartments.com, Rent.com, Craigslist.com, and many others. Using lead management software, which helps track apartment leads as they move through the leasing process, WPMC has found these sources to be very effective in driving directing qualified traffic than other online sources and print publications.

3. Print Media

Print media sources will also be identified in Arlington County that cater to people with disabilities as well as the public at large. These sources may include, but are not limited to, rental magazines such as the Apartment Shoppers Guide, Apartments For Rent, local newspapers, etc. All advertising materials related to the project will contain the Equal Housing Opportunity logotype, slogan or statement, in compliance with the Fair Housing Act, as well as the fact that units for people with disabilities are available.

4. Social Media and Online Leasing Strategy

In addition to internet listing services, WPMC has recognized the importance of managing and monitoring social media channels. These platforms often serve as decision-making tools for searching for an apartment as prospects are relocating or newly arriving to the greater Washington DC area. WPMC trains our employees to become ambassadors of our brand and take responsibility for creating brand awareness and loyalty on each platform.

WPMC values the opinions of those who interact with its brand online and has implemented a comprehensive strategy to ensure that employees respond to reviews and provide the same excellent customer service online as they do directly at the properties. Since prospects often look to peer reviews when researching a property, it is essential to solicit positive reviews from satisfied residents and also address the concerns of those that post negative reviews. Our goal is to always have a positive impression of the quality of the services realized by our current clients and then conveyed to our future clients. We want to continually and consistently foster positive online recommendations for the property.

5. 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 it attracts friends who will want to reside together, thus binding the community. WPMC offers a tiered referral program which pays the resident a higher bonus as they refer additional renters.

Complete resident satisfaction is a priority to the WPMC team. The Wesley Property Management name, as well as the Wesley Housing Development Corporation name are synonymous with warm hospitality and caring, empathetic staff with a desire to assist our residents with their needs. Resident referrals and word of mouth are always a valuable

source of leases; therefore, from day one we will promote services to benefit all our residents.

6. 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 the Americans with Disabilities Act.

These marketing materials include:

- **Brochures** –A simple, two-color brochure may be produced at low cost which will effectively sell the apartments and community. This brochure will include the floor plans, a listing of features and amenities. The floor plans should be printed in as large a format as possible.
- **Flyers** - As mentioned earlier, a flyer campaign may 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. As such, each flyer may include a special offer with a deadline (e.g. "Bring this flyer with you when you visit this weekend and pay no application fee!")
- **Follow-Up Marketing**- All visitors to the Management office should receive a thank you note from the Property Manager. This can be written on a plain thank you card, or for greater impact, on a post card with a photo of the community or a thank you note with the community's logo.

III. PUBLIC AND COMMUNITY RELATIONS

Equal Housing Opportunity promotions - all Site Signage containing the EHO logo and Fair Housing posters are displayed in the Rental Office. Also posted in the Rental Office are instructions to anyone who feels they have been discriminated against to contact the Project Manager at WPMC directly. WPMC encourages and supports an affirmative marketing program in which there are no barriers to obtaining housing because of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, physical or mental handicap, 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, churches and synagogues, 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 will be designed to provide a professional leasing atmosphere, with space set aside specifically for resident interviews and application assistance. The leasing interviews will be used to emphasize the respect afforded to the resident and the responsibilities which the resident will be expected to assume.

Times of Operation - the Rental Office will be open Monday through Friday from 9:00 A.M. to 5:00 P.M. Applicants will be processed on site in accordance with approved criteria. After hours inquiries will be received by the answering services which will take messages and forward them to the Management Office to handle on the next business day. Move-in process and orientation to property - applicants meet with the Community Manager or designated staff to discuss programs available on the property and will be supplied relevant information to assist them in their move.

See the Knightsbridge Management Plan, for more details regarding the Application Processing and Tenant Selection Criteria.

V. MARKET ANALYSIS

This shall be basis for a continuously updated Marketing Plan for the Property. As the rental market and the needs of the Property change, the market analysis will enable the Agent to identify needed changes and implement them as necessary.

1. Neighborhood Survey

- a) WPMC will periodically survey comparison properties in terms of rental rates, concessions, location, size, design, amenities, and lease term conditions to keep abreast of the market forces that would affect the community.
- b) WPMC will conduct periodic shopping visits to competitors to evaluate demeanor and leasing techniques used by others. Notations regarding such visits will be included in the Market Survey Sheet for the record.

2. Community Survey

- a) Communication with and knowledge of the existing residents will be emphasized to the on-site staff to obtain important feedback on the quality of services and living conditions offered within the community.
- b) Periodic confidential Resident Satisfaction Surveys will be sent out to the residents and the completed forms will be reviewed and evaluated by the Regional Property Manager to determine the level of resident satisfaction and to plan for changes that will help improve services if needed.