
2020 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 **12:00 PM**
Richmond, VA Time On **March 12, 2020**

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 2020 LIHTC APPLICATION FOR RESERVATION

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

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

Applications For 9% Competitive Credits

Applicants should submit an electronic copy of the application package prior to the application deadline, which is **12:00 PM** Richmond Virginia time on **March 12, 2020**. 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 only accepts files via our work center sites on Procorem. Contact TaxCreditApps@vhda.com for access to Procorem or for the creation of a new deal workcenter. Do not submit any application materials to any email address unless specifically requested by the 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
Sheila Stone	sheila.stone@vhda.com	(804) 343-5582
Stephanie Flanders	stephanie.flanders@vhda.com	(804) 343-5939
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2020 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 and Unit by Unit writeup **(MANDATORY)**
- Electronic Copy of the Specifications **(MANDATORY)**
- Electronic Copy of the Existing Condition questionnaire **(MANDATORY if Rehab)**
- Electronic Copy of the Physical Needs Assessment **(MANDATORY at reservation for a 4% rehab request)**
- Electronic Copy of Appraisal **(MANDATORY if acquisition credits requested)**
- Electronic Copy of Environmental Site Assessment (Phase I) **(MANDATORY if 4% credits requested)**
- Tab A: Partnership or Operating Agreement, including chart of ownership structure with percentage of interests and Developer Fee Agreement **(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: 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 and Unit Delivery Schedule **(MANDATORY)**
- 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
- Tab Q: Documentation of Rental Assistance, Tax Abatement and/or existing RD or HUD Property
- Tab R: Documentation of Operating Budget and Utility Allowances
- Tab S: Supportive Housing Certification
- 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: Internet Safety Plan and Resident Information Form (if internet amenities selected)
- Tab X: Marketing Plan for units meeting accessibility requirements of HUD section 504
- Tab Y: Inducement Resolution for Tax Exempt Bonds

2020 Low-Income Housing Tax Credit Application For Reservation

VHDA TRACKING NUMBER

2020-TEB-98

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date: 5/21/2020

1. Development Name: Arrowbrook Centre Apartments II
2. Address (line 1): 13325 Fairfield Ridge Avenue
 Address (line 2):
 City: Herndon State: VA Zip: 20171
3. If complete address is not available, provide longitude and latitude coordinates (x,y) from a location on site that your surveyor deems appropriate. Longitude: 00.00000 Latitude: 00.00000
 (Only necessary if street address or street intersections are not available.)
4. The Circuit Court Clerk's office in which the deed to the development is or will be recorded:
 City/County of Fairfax County
5. The site overlaps one or more jurisdictional boundaries..... FALSE
 If true, what other City/County is the site located in besides response to #4?.....
6. Development is located in the census tract of: 4825.01
7. Development is located in a **Qualified Census Tract**..... FALSE
8. Development is located in a **Difficult Development Area**..... FALSE
9. Development is located in a **Revitalization Area based on QCT** FALSE
10. Development is located in a **Revitalization Area designated by resolution** TRUE
11. Development is located in an **Opportunity Zone** (with a binding commitment for funding)..... FALSE
 (If 9, 10 or 11 are True, **Action:** Provide required form in **TAB K1**)
12. Development is located in a census tract with a poverty rate of.....

3%	10%	12%
TRUE	FALSE	FALSE

Enter only Numeric Values below:

13. Congressional District: 5
- Planning District: 8
- State Senate District: 33
- State House District: 86

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

Located walking distance to the future Innovation Center Metro Station in Fairfax County, Arrowbrook Centre Apartments will be new construction of affordable multifamily housing.

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date:

5/21/2020

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: Bryan Hill
 Chief Executive Officer's Title: County Executiive Phone: (703) 324-2531
 Street Address: 12000 Government Center Parkway
 City: Fairfax State: VA Zip: 22035

Name and title of local official you have discussed this project with who could answer questions for the local CEO: William O'Donnell, Staff Coordinator, Zoning Evaluation, DPZ

- 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:

or

b. If requesting Tax Exempt Bonds, select development type:

For Tax Exempt Bonds, where are bonds being issued?

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

Skip to Number 4 below.

2. Type(s) of Allocation/Allocation Year

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:

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?

5. Planned Combined 9% and 4% Developments

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)

Name of companion development:

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

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?

Total Units within 4% Tax Exempt allocation Request?

Total Units:

% of units in 4% Tax Exempt Allocation Request:

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:

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: Arrowbrook Apartments II, LLC

Developer Name: SCG Development Partners, LLC

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

Address: 8245 Boone Blvd., suite 640

City: Tysons Corner St. ▶ VA Zip: 22182

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

Email address: spw@scgdevelopment.com

Federal I.D. No. (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.
Stephanie Marcus, smm@scgdevelopment.com, (703) 942-6610 x215

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

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

Names **	Phone	Type Ownership	% Ownership	
**See attached Org Chart Due to Limited Space			0.000%	needs
Stephen P. Wilson	(703) 942-6610		25.000%	
Benjamin D. Mottola	(978) 535-5600		25.000%	
John M. Nelson, IV	(978) 535-5600		25.000%	
Kyle F. Wolff	(978) 535-5600		25.000%	
SCG Capital Corp.	(978) 535-5600		0.000%	needs
Stratford Capital Group	(978) 535-5600		0.000%	needs

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. **FALSE**

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..... **TRUE**

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):

Select Type: Option

Expiration Date: 10/20/2020

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.

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

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

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

2. Timing of Acquisition by Owner:

Only one of the following statement should be True.

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

b. TRUE Owner is to acquire property by deed (or lease for period no shorter than period property will be subject to occupancy restrictions) no later than..... 10/20/2020 .

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: Arrowbrook Centre, LLC

Address: 459 Herndon Parkway, Suite 14

City: Herndon St.: VA Zip: 20170

Contact Person: Jeffrey Fairfield Phone: (703) 437-9200

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

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

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

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

2020 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: Erik Hoffman This is a Related Entity. FALSE
Firm Name: Klein Hornig LLP
Address: 1325 G Street, NW, Suite 770, Washington, DC
Email: ehoffman@kleinhornig.com Phone: (202) 842-0125
2. Tax Accountant: Debbie Norris This is a Related Entity. FALSE
Firm Name: Hertzbach & Company
Address: 10 Music Fair Road
Email: Owings Mills, MD 21117 Phone: (443) 471-2052
3. Consultant: Ryne Johnson This is a Related Entity. FALSE
Firm Name: Astoria, LLC Role:
Address: 3450 Lady Marian Ct.; Midlothian, VA 23113
Email: rynejohnson@astrialc.com Phone: (804) 320-0585
4. Management Entity: Jan Haub This is a Related Entity. FALSE
Firm Name: Paradigm Management
Address: 1415 N. Taft Street, Suite 100; Arlington, VA 22201
Email: jhaub@paradigmcos.com Phone: (703) 527-7500
5. Contractor: This is a Related Entity. FALSE
Firm Name:
Address:
Email: Phone:
6. Architect: Joseph S. Saville This is a Related Entity. FALSE
Firm Name: DCS Architects
Address: 8614 Westwood Center Drive, Suite 800; Tysons Corner, VA 22182
Email: ssaville@dcsdesign.com Phone: (571) 620-7861
7. Real Estate Attorney: This is a Related Entity. FALSE
Firm Name:
Address:
Email: Phone:
8. Mortgage Banker: Robert N. Kaplan This is a Related Entity. FALSE
Firm Name: M&T Realty Capital Corporation
Address: One Light Street, 12th Floor; Baltimore, MD 21202
Email: rkaplan@mtb.com Phone: (410) 545-2483
9. Other: Matthew Waring This is a Related Entity. FALSE
Firm Name: Viridiant Role: Green Consultant
Address: 1431 West Main Street, Richmond, VA 23220
Email: matt.waring@viridiant.org Phone: (804) 225-9843

F. REHAB INFORMATION

1. Acquisition Credit Information

- a. Credits are being requested for existing buildings being acquired for development..... **FALSE**
If no credits are being requested for existing buildings acquired for the development, skip this tab.
- b. This development has received a previous allocation of credits..... **FALSE**
If so, in what year did this development receive credits?
- 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..... **FALSE**
Action: (If True, provide required form in **TAB Q**)

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

2. Ten-Year Rule For Acquisition Credits

- a. All buildings satisfy the 10-year look-back rule of IRC Section 42 (d)(2)(B), including the 10% basis/\$15,000 rehab costs (\$10,000 for Tax Exempt Bonds) per unit requirement..... **FALSE**
- b. All buildings qualify for an exception to the 10-year rule under IRC Section 42(d)(2)(D)(i),..... **FALSE**
 - i. Subsection (I)..... **FALSE**
 - ii. Subsection (II)..... **FALSE**
 - iii. Subsection (III)..... **FALSE**
 - iv. Subsection (IV)..... **FALSE**
 - v. Subsection (V)..... **FALSE**
- c. The 10-year rule in IRC Section 42 (d)(2)(B) for all buildings does not apply pursuant to IRC Section 42(d)(6)..... **FALSE**
- d. There are different circumstances for different buildings..... **FALSE**
Action: (If True, provide an explanation for each building in Tab K)

F. REHAB INFORMATION

3. Rehabilitation Credit Information

- a. Credits are being requested for rehabilitation expenditures..... FALSE
If no credits are being requested for rehabilitation expenditures, go on to Part 4
- b. Minimum Expenditure Requirements
 - i. All buildings in the development satisfy the rehab costs per unit requirement of IRS Section 42(e)(3)(A)(ii)..... FALSE
 - ii. All buildings in the development qualify for the IRC Section 42(e)(3)(B) exception to the 10% basis requirement (4% credit only)..... FALSE
 - iii. All buildings in the development qualify for the IRC Section 42(f)(5)(B)(ii)(II) exception..... FALSE
 - iv. There are different circumstances for different buildings..... FALSE
Action: (If True, provide an explanation for each building in Tab K)

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:

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

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

A. Nonprofit Involvement (All Applicants)

There is nonprofit involvement in this development..... FALSE (If false, 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..... FALSE

or

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

C. Identity of Nonprofit (All nonprofit applicants):

The nonprofit organization involved in this development is: [Yellow box]

Name: [Yellow box] (Please fit NP name within available space)

Contact Person: [Yellow box]

Street Address: [Yellow box]

City: [Yellow box] State: [Yellow box] Zip: [Yellow box]

Phone: [Yellow box] Extension: [Yellow box] Contact Email: [Yellow box]

H. STRUCTURE AND UNITS INFORMATION

1. General Information

a. Total number of all units in development	148	bedrooms	293
Total number of rental units in development	148	bedrooms	293
Number of low-income rental units	148	bedrooms	293
Percentage of rental units designated low-income	100.00%		
b. Number of new units:.....	148	bedrooms	293
Number of adaptive reuse units:	0	bedrooms	0
Number of rehab units:.....	0	bedrooms	0
c. If any, indicate number of planned exempt units (included in total of all units in development).....			0
d. Total Floor Area For The Entire Development.....			270,992.13 <small>(Sq. ft.)</small>
e. Unheated Floor Area (i.e. Breezeways, Balconies, Storage).....			78,968.93 <small>(Sq. ft.)</small>
f. Nonresidential Commercial Floor Area (Not eligible for funding).....			0.00
g. Total Usable Residential Heated Area.....			192,023.20 <small>(Sq. ft.)</small>
h. Percentage of Net Rentable Square Feet Deemed To Be New Rental Space			100.00%
i. Exact area of site in acres	4.613		
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	776.61	SF	10	10
1BR Garden	998.85	SF	20	20
2BR Garden	1320.70	SF	91	91
3BR Garden	1635.42	SF	27	27
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
			148	148

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

3. Structures

a. Number of Buildings (containing rental units)..... 1

b. Age of Structure:..... 0 years

c. Number of stories:..... 6

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

e. Commercial Area Intended Use: N/A

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

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

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

h. Development contains an elevator(s).	<u>TRUE</u>
If true, # of Elevators.	<u>2</u>
Elevator Type (if known)	<u>Hydraulic</u>

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

4. Site Amenities (indicate all proposed)

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

l. Describe Community Facilities: Outdoor Courtyard, Community Room

m. Number of Proposed Parking Spaces.....	<u>218</u>
Parking is shared with another entity	<u>TRUE</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. TRUE

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	6.50%
Project Wide Capture Rate - Market Units	N/A
Project Wide Capture Rate - All Units	6.50%
Project Wide Absorption Period (Months)	12-14

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 RESNET rater certification (**TAB F**)

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

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

- TRUE a. A community/meeting room with a minimum of 749 square feet is provided.
- 74.63% 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).
- TRUE d. All faucets, toilets and showerheads in each bathroom are WaterSense labeled products.
- TRUE e. Each unit is provided with the necessary infrastructure for high-speed internet/broadband service.
- TRUE 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.
- TRUE k. Cooking surfaces are equipped with fire prevention features
- or
- FALSE l. Cooking surfaces are equipped with fire suppression features.
- FALSE m. Rehab only: Each unit has dedicated space, drain and electrical hook-ups to accept a permanently installed dehumidification system.
- or
- TRUE n. All Construction types: each unit is equipped with a permanent dehumidification system.
- TRUE o. All interior doors within units are solid core.
- TRUE p. Every kitchen, living room and bedroom contains, at minimum, one USB charging port.
- TRUE q. All kitchen light fixtures are LED and meet MDCR lighting guidelines.
- TRUE 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:

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

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

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

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

- | | | | |
|--------------------------------|-------------------------------------|--------------------------------|-------------------------|
| <input type="checkbox"/> FALSE | Zero Energy Ready Home Requirements | <input type="checkbox"/> FALSE | 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.
- b. Number of Rental Units constructed to meet VHDA's Universal Design standards:
 % of Total Rental Units

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

If not, please explain: _____



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

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**)

FALSE

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 requirements of section 504 of the Rehabilitation Act.



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

I. UTILITIES

1. Utilities Types:

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

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

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

Utilities	Enter Allowances by Bedroom Size				
	0-BR	1-BR	2-BR	3-BR	4-BR
Heating	11	14	17	20	0
Air Conditioning	5	7	8	9	0
Cooking	4	5	7	8	0
Lighting	18	22	26	30	0
Hot Water	10	13	15	18	0
Water	10	12	16	19	0
Sewer	23	27	35	43	0
Trash	0	0	0	0	0
Total utility allowance for costs paid by tenant	\$81	\$100	\$124	\$147	\$0

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

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

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

2. Special Housing Needs/Leasing Preference:

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

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

Action: Provide Permanent Supportive Housing Certification (Tab S)

b. The development has existing tenants and a relocation plan has been developed..... FALSE
 (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 and Unit Delivery Schedule (Mandatory if tenants are displaced - Tab J)

3. Leasing Preferences

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

Organization which holds 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..... FALSE
 (Less than or equal to 20% of the units must have of 1 or less bedrooms).

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

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

FALSE Section 8 Project Based Assistance

FALSE RD 515 Rental Assistance

FALSE Section 8 Vouchers

FALSE State Assistance

FALSE Other: _____

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

i. If True above, how many of the 30% units will not have project based vouchers? 15

d. Number of units receiving assistance: _____
How many years in rental assistance contract? _____
Expiration date of contract: _____
There is an Option to Renew..... FALSE

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:


Income Levels			Avg Inc.
# of Units	% of Units		
0	0.00%	20% Area Median	0%
0	0.00%	30% Area Median	0%
0	0.00%	40% Area Median	0%
0	0.00%	50% Area Median	0%
148	100.00%	60% Area Median	8880%
0	0.00%	70% Area Median	0%
0	0.00%	80% Area Median	0%
0	0.00%	Market Units	
148	100.00%	Total	60.00%

Rent Levels			Avg Inc.
# of Units	% of Units		
0	0.00%	20% Area Median	0%
0	0.00%	30% Area Median	0%
0	0.00%	40% Area Median	0%
0	0.00%	50% Area Median	0%
148	100.00%	60% Area Median	8880%
0	0.00%	70% Area Median	0%
0	0.00%	80% Area Median	0%
0	0.00%	Market Units	
148	100.00%	Total	60.00%

- b. The development plans to utilize average income..... TRUE
 If 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.

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

	Unit Type (Select One)	Rent Target (Select One)	Number of Units	# of Units 504 compliant	Net Rentable Square Feet	Monthly Rent Per Unit	Total Monthly Rent
Mix 1	Efficiency	60% AMI	10	0	457.49	\$1,242.00	\$12,420
Mix 2	1 BR - 1 Bath	60% AMI	9	0	658.99	\$1,318.00	\$11,862
Mix 3	1 BR - 1 Bath	60% AMI	4	0	614.62	\$1,318.00	\$5,272
Mix 4	1 BR - 1 Bath	60% AMI	1	0	586.24	\$1,318.00	\$1,318
Mix 5	1 BR - 1 Bath	60% AMI	1	0	636.81	\$1,318.00	\$1,318
Mix 6	1 BR - 1 Bath	60% AMI	5	0	720.53	\$1,318.00	\$6,590
Mix 7	2 BR - 1.5 Bath	60% AMI	5	0	856.76	\$1,577.00	\$7,885
Mix 8	2 BR - 2 Bath	60% AMI	1	0	944.55	\$1,577.00	\$1,577
Mix 9	2 BR - 2 Bath	60% AMI	22	0	994.55	\$1,577.00	\$34,694
Mix 10	2 BR - 2 Bath	60% AMI	6	0	878.25	\$1,577.00	\$9,462
Mix 11	2 BR - 2 Bath	60% AMI	4	0	914.05	\$1,577.00	\$6,308
Mix 12	2 BR - 2 Bath	60% AMI	4	0	948.50	\$1,577.00	\$6,308
Mix 13	2 BR - 2 Bath	60% AMI	6	0	961.26	\$1,577.00	\$9,462
Mix 14	2 BR - 2 Bath	60% AMI	3	0	928.03	\$1,577.00	\$4,731
Mix 15	2 BR - 2 Bath	60% AMI	5	0	896.03	\$1,577.00	\$7,885
Mix 16	2 BR - 2 Bath	60% AMI	4	0	1017.86	\$1,577.00	\$6,308

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L. UNIT DETAILS

Mix 17	2 BR - 2 Bath	60% AMI	1	0	961.81	\$1,577.00	\$1,577
Mix 18	2 BR - 2 Bath	60% AMI	5	0	1121.33	\$1,577.00	\$7,885
Mix 19	2 BR - 2 Bath	60% AMI	5	0	1035.29	\$1,577.00	\$7,885
Mix 20	2 BR - 2 Bath	60% AMI	10	0	991.60	\$1,577.00	\$15,770
Mix 21	2 BR - 2 Bath	60% AMI	5	0	909.53	\$1,577.00	\$7,885
Mix 22	2 BR - 2 Bath	60% AMI	5	0	1141.64	\$1,577.00	\$7,885
Mix 23	3 BR - 2 Bath	60% AMI	5	0	1289.95	\$1,819.00	\$9,095
Mix 24	3 BR - 2 Bath	60% AMI	4	0	1266.86	\$1,819.00	\$7,276
Mix 25	3 BR - 2 Bath	60% AMI	2	0	1125.80	\$1,819.00	\$3,638
Mix 26	3 BR - 2 Bath	60% AMI	4	0	1230.54	\$1,819.00	\$7,276
Mix 27	3 BR - 2 Bath	60% AMI	1	0	1247.21	\$1,819.00	\$1,819
Mix 28	3 BR - 2 Bath	60% AMI	1	0	1210.59	\$1,819.00	\$1,819
Mix 29	3 BR - 2 Bath	60% AMI	5	0	1334.78	\$1,819.00	\$9,095
Mix 30	3 BR - 2 Bath	60% AMI	1	0	1360.89	\$1,819.00	\$1,819
Mix 31	3 BR - 2 Bath	60% AMI	4	0	1277.55	\$1,819.00	\$7,276
Mix 32							\$0
Mix 33							\$0
Mix 34							\$0
Mix 35							\$0
Mix 36							\$0
Mix 37							\$0
Mix 38							\$0
Mix 39							\$0
Mix 40							\$0
Mix 41							\$0
Mix 42							\$0
Mix 43							\$0
Mix 44							\$0
Mix 45							\$0
Mix 46							\$0
Mix 47							\$0
Mix 48							\$0
Mix 49							\$0
Mix 50							\$0
Mix 51							\$0
Mix 52							\$0
Mix 53							\$0
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Mix 55							\$0
Mix 56							\$0
Mix 57							\$0
Mix 58							\$0
Mix 59							\$0
Mix 60							\$0
Mix 61							\$0
Mix 62							\$0
Mix 63							\$0
Mix 64							\$0
Mix 65							\$0
Mix 66							\$0
Mix 67							\$0
Mix 68							\$0
Mix 69							\$0
Mix 70							\$0
Mix 71							\$0
Mix 72							\$0
Mix 73							\$0

L. UNIT DETAILS

Mix 74							\$0
Mix 75							\$0
Mix 76							\$0
Mix 77							\$0
Mix 78							\$0
Mix 79							\$0
Mix 80							\$0
Mix 81							\$0
Mix 82							\$0
Mix 83							\$0
Mix 84							\$0
Mix 85							\$0
Mix 86							\$0
Mix 87							\$0
Mix 88							\$0
Mix 89							\$0
Mix 90							\$0
Mix 91							\$0
Mix 92							\$0
Mix 93							\$0
Mix 94							\$0
Mix 95							\$0
Mix 96							\$0
Mix 97							\$0
Mix 98							\$0
Mix 99							\$0
Mix 100							\$0
TOTALS			148	0			\$231,400

Total Units	148	Net Rentable SF:	TC Units	140,931.88
			MKT Units	0.00
			Total NR SF:	140,931.88

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

2020 Low-Income Housing Tax Credit Application For Reservation

M. OPERATING EXPENSES

Administrative:

Use Whole Numbers Only!

1. Advertising/Marketing			\$12,991
2. Office Salaries			\$155,892
3. Office Supplies			\$0
4. Office/Model Apartment	(type _____)		\$0
5. Management Fee			\$81,241
<u>3.00%</u> of EGI	<u>\$548.93</u>	Per Unit	
6. Manager Salaries			\$0
7. Staff Unit (s)	(type _____)		\$0
8. Legal			\$0
9. Auditing			\$0
10. Bookkeeping/Accounting Fees			\$0
11. Telephone & Answering Service			\$0
12. Tax Credit Monitoring Fee			\$4,410
13. Miscellaneous Administrative			\$51,964
Total Administrative			\$306,498

Utilities

14. Fuel Oil			\$0
15. Electricity			\$19,487
16. Water			\$12,991
17. Gas			\$0
18. Sewer			\$0
Total Utility			\$32,478

Operating:

19. Janitor/Cleaning Payroll			\$0
20. Janitor/Cleaning Supplies			\$0
21. Janitor/Cleaning Contract			\$0
22. Exterminating			\$25,982
23. Trash Removal			\$32,478
24. Security Payroll/Contract			\$12,991
25. Grounds Payroll			\$0
26. Grounds Supplies			\$38,973
27. Grounds Contract			\$0
28. Maintenance/Repairs Payroll			\$103,928
29. Repairs/Material			\$0
30. Repairs Contract			\$0
31. Elevator Maintenance/Contract			\$0
32. Heating/Cooling Repairs & Maintenance			\$0
33. Pool Maintenance/Contract/Staff			\$0
34. Snow Removal			\$0
35. Decorating/Payroll/Contract			\$0
36. Decorating Supplies			\$25,982
37. Miscellaneous			\$0
Totals Operating & Maintenance			\$240,334

M. OPERATING EXPENSES

Taxes & Insurance

38. Real Estate Taxes	\$259,000
39. Payroll Taxes	\$46,768
40. Miscellaneous Taxes/Licenses/Permits	\$0
41. Property & Liability Insurance	\$60,538
42. Fidelity Bond	\$0
43. Workman's Compensation	\$0
44. Health Insurance & Employee Benefits	\$0
45. Other Insurance	\$0
Total Taxes & Insurance	\$366,306

Total Operating Expense **\$945,616**

Total Operating Expenses Per Unit \$6,389 **C. Total Operating Expenses as % of EGI** 34.92%

Replacement Reserves (Total # Units X \$300 or \$250 New Const. Elderly Minimum) **\$44,400**

Total Expenses	\$990,016
-----------------------	------------------

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

2020 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	Stephen Wilson
b. Site Acquisition	10/20/2020	Stephen Wilson
c. Zoning Approval	1/23/2018	Seller
d. Site Plan Approval	6/30/2020	Seller
2. Financing		
a. Construction Loan		
i. Loan Application	3/1/2020	Stephanie Marcus
ii. Conditional Commitment	5/30/2020	Bob Kaplan
iii. Firm Commitment	6/30/2020	Bob Kaplan
b. Permanent Loan - First Lien		
i. Loan Application	3/1/2020	Stephanie Marcus
ii. Conditional Commitment	5/30/2020	Bob Kaplan
iii. Firm Commitment	6/30/2020	Bob Kaplan
c. Permanent Loan-Second Lien		
i. Loan Application		
ii. Conditional Commitment		
iii. Firm Commitment		
d. Other Loans & Grants		
i. Type & Source, List	Housing Blueprint Fund	FCRHA
ii. Application	9/14/2018	Stephanie Marcus
iii. Award/Commitment	2/19/2019	FCRHA
2. Formation of Owner	4/28/2020	Stephen Wilson
3. IRS Approval of Nonprofit Status	N/A	
4. Closing and Transfer of Property to Owner	10/20/2020	Stephen Wilson
5. Plans and Specifications, Working Drawings	4/30/2020	Stephanie Marcus
6. Building Permit Issued by Local Government	7/1/2020	Stephanie Marcus
7. Start Construction	11/1/2020	Stephanie Marcus
8. Begin Lease-up	8/30/2022	Stephanie Marcus
9. Complete Construction	12/31/2022	Stephanie Marcus
10. Complete Lease-Up	9/30/2023	Stephanie Marcus
11. Credit Placed in Service Date	12/31/2022	Stephanie Marcus

2020 Low-Income Housing Tax Credit Application For Reservation

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.

Item	(A) Cost	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
		"30% Present Value Credit"		(D)
		(B) Acquisition	(C) Rehab/ New Construction	"70 % Present Value Credit"
1. Contractor Cost				
a. Unit Structures (New)	21,412,590	0	21,412,590	0
b. Unit Structures (Rehab)	0	0	0	0
c. Non Residential Structures	0	0	0	0
d. Commercial Space Costs	0	0	0	0
e. Structured Parking Garage	3,908,911	0	3,908,911	0
Total Structure	25,321,501	0	25,321,501	0
f. Earthwork	0	0	0	0
g. Site Utilities	0	0	0	0
h. Roads & Walks	0	0	0	0
i. Site Improvements	3,293,438	0	1,235,586	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	0	0	0	0
p. Other Site work	0	0	0	0
Total Land Improvements	3,293,438	0	1,235,586	0
Total Structure and Land	28,614,939	0	26,557,087	0
q. General Requirements	1,750,003	0	1,750,003	0
r. Builder's Overhead (0.0% Contract)	0	0	0	0
s. Builder's Profit (4.9% Contract)	1,410,284	0	1,410,284	0
t. Bonds	974,715	0	974,715	0
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	\$32,749,941	\$0	\$30,692,089	\$0

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	73,381	0	73,381	0
b. Architecture/Engineering Design Fee \$7,965 /Unit)	1,178,814	0	1,178,814	0
c. Architecture Supervision Fee \$1,735 /Unit)	256,727	0	256,727	0
d. Tap Fees	1,115,396	0	1,115,396	0
e. Environmental	16,069	0	16,069	0
f. Soil Borings	21,425	0	21,425	0
g. Green Building (Earthcraft, LEED, etc.)	0	0	0	0
h. Appraisal	6,695	0	6,695	0
i. Market Study	6,695	0	6,695	0
j. Site Engineering / Survey	10,713	0	10,713	0
k. Construction/Development Mgt	0	0	0	0
l. Structural/Mechanical Study	0	0	0	0
m. Construction Loan Origination Fee	225,000	0	225,000	0
n. Construction Interest (0.0% for 0 months)	2,820,000	0	1,552,000	0
o. Taxes During Construction	187,470	0	93,737	0
p. Insurance During Construction	0	0	0	0
q. Permanent Loan Fee (0.0%)	274,000	0	0	0
r. Other Permanent Loan Fees	92,060	0	37,494	0
s. Letter of Credit	0	0	0	0
t. Cost Certification Fee	16,069	0	8,034	0
u. Accounting	0	0	0	0
v. Title and Recording	80,344	0	40,172	0
w. Legal Fees for Closing	80,344	0	0	0
x. Mortgage Banker	0	0	0	0
y. Tax Credit Fee	89,251			
z. Tenant Relocation	0	0	0	0
aa. Fixtures, Furnitures and Equipment	293,525	0	293,525	0
ab. Organization Costs	16,069	0	8,034	0
ac. Operating Reserve	1,113,674	0	0	0
ad. Contingency	2,067,099	0	1,943,608	0
ae. Security	0	0	0	0
af. Utilities	0	0	0	0

O. PROJECT BUDGET - OWNER COSTS

(1) Other* specify: Impact Fees	176,115	0	176,115	0
(2) Other* specify: Zoning/ Site Plan Fees	32,138	0	16,069	0
(3) Other* specify: As-Built Survey	10,713	0	10,713	0
(4) Other* specify: Land Use Legal	214,252	0	107,126	0
(5) Other* specify: Marketing	40,172	0	0	0
(6) Other* specify: Green Consultant	24,289	0	12,145	0
(7) Other* specify: Soil Testing During Const.	96,413	0	48,207	0
(8) Other* specify: Bond Monitoring Fee	120,000	0	0	0
(9) Other* specify: Cost of Bond Issuance	150,000	0	0	0
(10) Other* specify:	0	0	0	0
Owner Costs Subtotal (Sum 2A..2(10))	\$10,904,912	\$0	\$7,257,894	\$0
Subtotal 1 + 2 (Owner + Contractor Costs)	\$43,654,853	\$0	\$37,949,983	\$0
3. Developer's Fees Action: Provide Developer Fee Agreement (Tab A)	3,922,388	0	3,000,000	0
4. Owner's Acquisition Costs				
Land	0			
Existing Improvements	0	0		
Subtotal 4:	\$0	\$0		
5. Total Development Costs Subtotal 1+2+3+4:	\$47,577,241	\$0	\$40,949,983	\$0

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

(Provide documentation at Tab E)

\$0	Land
\$0	Building

Maximum Developer Fee: \$3,922,388

Proposed Development's Cost per Sq Foot \$176 **Meets Limits**
 Applicable Cost Limit by Square Foot: \$325

2020 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	47,577,241	0	40,949,983	0

2. Reductions in Eligible Basis

a. Amount of federal grant(s) used to finance qualifying development costs	0	0	0
b. Amount of nonqualified, nonrecourse financing	0	0	0
c. Costs of nonqualifying units of higher quality (or excess portion thereof)	0	0	0
d. Historic Tax Credit (residential portion)	0	0	0

3. Total Eligible Basis (1 - 2 above)

0	40,949,983	0
---	------------	---

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

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

Total Adjusted Eligible basis

40,949,983	0
------------	---

5. Applicable Fraction

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

6. Total Qualified Basis

(Eligible Basis x Applicable Fraction)

0	40,949,983	0
---	------------	---

7. Applicable Percentage

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

0.00%	3.08%	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)

\$0	\$1,261,259	\$0
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\$1,261,259	Combined 30% & 70% P. V. Credit
-------------	---------------------------------

Q. SOURCES OF FUNDS

Action: Provide Documentation for all Funding Sources at **Tab T**

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

Source of Funds	Date of Application	Date of Commitment	Amount of Funds	Name of Contact Person
1. M&T Bank	09/15/19	01/15/20	\$30,000,000	Robert Kaplan, M&T Bank
2.				
3.				
Total Construction Funding:			\$30,000,000	

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

Source of Funds	Date of Application	Date of Commitment	<i>(Whole Numbers only)</i>		Interest Rate of Loan	Amortization Period IN YEARS	Term of Loan (years)
			Amount of Funds	Annual Debt Service Cost			
1. M&T Bank	3/1/2020	7/1/2020	\$27,400,000	\$1,236,547	3.31%	40.00	18.00
2. Housing Blueprint	9/14/2018	2/19/2019	\$6,750,000	\$245,289	2.00%	40.00	35.00
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
Total Permanent Funding:			\$34,150,000	\$1,481,836			

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.	Housing Blueprint Funds	2/19/2019	\$6,750,000
2.			
3.			
4.			
5.			
Total Subsidized Funding			\$6,750,000

5. Recap of Federal, State, and Local Funds

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

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

Below-Market Loans

TE: See Below For 50% Test Status

a.	Tax Exempt Bonds	\$22,500,000
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: Housing Blueprint	\$6,750,000
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: Conventional Mtg. Loan	\$27,400,000

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: **54.95%**

7. Some of the development's financing has credit enhancements..... **FALSE**
If **True**, list which financing and describe the credit enhancement:

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

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

b. **FALSE** **New** project based subsidy from HUD or Rural Development 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**

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>\$47,577,241</u>
2. Less Total of Permanent Funding, Grants and Equity	-	<u><u>\$35,343,029</u></u>
3. Equals Equity Gap		<u>\$12,234,212</u>
4. Divided by Net Equity Factor (Percent of 10-year credit expected to be raised as equity investment)		<u>97.0000201621%</u>
5. Equals Ten-Year Credit Amount Needed to Fund Gap		<u>\$12,612,587</u>
Divided by ten years		<u><u>10</u></u>
6. Equals Annual Tax Credit Required to Fund the Equity Gap		<u>\$1,261,259</u>
7. Maximum Allowable Credit Amount (from Eligible Basis Calculation)		<u>\$1,261,259</u>
8. Requested Credit Amount	For 30% PV Credit:	<u>\$1,261,259</u>
	For 70% PV Credit:	<u>\$0</u>
Credit per LI Units	<u>\$8,522.0203</u>	Combined 30% & 70% PV Credit Requested
Credit per LI Bedroom	<u>\$4,304.6382</u>	

9. **Action:** Provide Attorney’s Opinion (Mandatory Tab H)

T. CASH FLOW

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

	Stabilized Year 1	Year 2	Year 3	Year 4	Year 5
Eff. Gross Income	2,708,264	2,762,429	2,817,678	2,874,031	2,931,512
Less Oper. Expenses	990,016	1,019,716	1,050,308	1,081,817	1,114,272
Net Income	1,718,248	1,742,713	1,767,370	1,792,214	1,817,240
Less Debt Service	1,481,836	1,481,836	1,481,836	1,481,836	1,481,836
Cash Flow	236,412	260,877	285,534	310,378	335,404
Debt Coverage Ratio	1.16	1.18	1.19	1.21	1.23

	Year 6	Year 7	Year 8	Year 9	Year 10
Eff. Gross Income	2,990,142	3,049,945	3,110,944	3,173,163	3,236,626
Less Oper. Expenses	1,147,700	1,182,131	1,217,595	1,254,123	1,291,746
Net Income	1,842,442	1,867,814	1,893,349	1,919,040	1,944,880
Less Debt Service	1,481,836	1,481,836	1,481,836	1,481,836	1,481,836
Cash Flow	360,606	385,978	411,513	437,204	463,044
Debt Coverage Ratio	1.24	1.26	1.28	1.30	1.31

	Year 11	Year 12	Year 13	Year 14	Year 15
Eff. Gross Income	3,301,358	3,367,386	3,434,733	3,503,428	3,573,497
Less Oper. Expenses	1,330,499	1,370,414	1,411,526	1,453,872	1,497,488
Net Income	1,970,860	1,996,972	2,023,207	2,049,556	2,076,009
Less Debt Service	1,481,836	1,481,836	1,481,836	1,481,836	1,481,836
Cash Flow	489,024	515,136	541,371	567,720	594,173
Debt Coverage Ratio	1.33	1.35	1.37	1.38	1.40

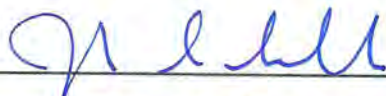
Estimated Annual Percentage Increase in Revenue 2.00% (Must be \leq 2%)
 Estimated Annual Percentage Increase in Expenses 3.00% (Must be \geq 3%)

V. STATEMENT OF ARCHITECT

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

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

Legal Name of Architect: JOSEPH STEVEN SAVILLE
Virginia License#: 0401012654
Architecture Firm or Company: DAVIS CARTER SCOTT, LTD.

By: 
Its: PROJECT DIRECTOR
(Title)

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

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: Arrowbrook Apartments II, LLC
(not enough room for th entire signature block)
By: SCG Capital Corp.
By: 
Its: President- Virginia Office
(Title)


ARROWBROOK APARTMENTS II, LLC,
a Virginia limited liability company

By: Arrowbrook II Managing Member LLC, its
managing member

By: SCG Development Partners, LLC, its sole
member

By: SCG Development Manager, LLC, its
managing member

By: SCG Capital Corp., its sole
member

By: 
Name: Stephen P. Wilson
Title: President – Virginia Office

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:

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

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

1. READINESS:

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

	Y	0 or -50	0.00
	N	0 or -25	0.00
	N	0 or 40	0.00
	N	0 or 10	0.00
	Y	0 or 15	15.00
	N	0 or 15	0.00
Total:			15.00

2. HOUSING NEEDS CHARACTERISTICS:

- a. Sec 8 or PHA waiting list preference
- b. Existing RD, HUD Section 8 or 236 program
- c. Subsidized funding commitments
- d. Tax abatement on increase of property's value
- e. New project based rental subsidy (HUD or RD)
- f. Census tract with <12% poverty rate
- g. Development listed on the Rural Development Rehab Priority List
- h. Dev. located in area with little or no increase in rent burdened population
- i. Dev. located in area with increasing rent burdened population

	N	0 or up to 5	0.00
	N	0 or 20	0.00
	14.19%	Up to 40	28.37
	N	0 or 5	0.00
	N	0 or 10	0.00
	3%	0, 20, 25 or 30	30.00
	N	0 or 15	0.00
	N	Up to -20	0.00
	Y	Up to 20	20.00
Total:			78.37

2020 Low-Income Housing Tax Credit Application For Reservation

3. DEVELOPMENT CHARACTERISTICS:

a. Amenities (See calculations below)			60.41
b. Project subsidies/HUD 504 accessibility for 5 or 10% of units	N	0 or 60	0.00
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	N	up to 20	0.00
i. Historic Structure	N	0 or 5	0.00
Total:			<u>80.41</u>

4. TENANT POPULATION CHARACTERISTICS:

Locality AMI	State AMI
\$121,300	\$57,400

a. Less than or equal to 20% of units having 1 or less bedrooms	N	0 or 15	0.00
b. <plus> Percent of Low Income units with 3 or more bedrooms	18.24%	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)	0.00%	Up to 10	0.00
e. Units with rent and income at or below 50% of AMI	0.00%	Up to 50	0.00
f. Units with rents at or below 50% rented to tenants at or below 60% of AMI	0.00%	Up to 25	0.00
or g. Units in LI Jurisdictions with rents <= 50% rented to tenants with <= 60% of AMI	0.00%	Up to 50	0.00
Total:			<u>0.00</u>

5. SPONSOR CHARACTERISTICS:

a. Developer experience - 3 developments with 3 x units or 6 developments with 1 x units	N	0 or 50	0.00
or b. Developer experience - 3 developments and at least 500,000 in liquid assets	Y	0 or 50	50.00
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	154.89
b. Cost per unit		Up to 100	33.88
Total:			<u>188.77</u>

7. BONUS POINTS:

a. Extended compliance	0	Years	40 or 50	0.00
or b. Nonprofit or LHA purchase option	N		0 or 60	0.00
or c. Nonprofit or LHA Home Ownership option	N		0 or 5	0.00
d. Combined 9% and 4% Tax Exempt Bond Site Plan	Y		Up to 45	45.00
e. RAD or PHA Conversion participation and competing in Local Housing Authority pool	N		0 or 10	0.00
Total:				<u>45.00</u>

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

TOTAL SCORE: **457.55**

2020 Low-Income Housing Tax Credit Application For Reservation

Amenities:

	Max Pts	Score
All units have:		
a. Community Room	5	5.00
b. Exterior walls constructed with brick and other low maintenance materials	25	22.41
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	4.00
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	4.00
l. Cooking surfaces equipped with fire suppression features	2	0.00
m. Rehab only: dedicated space to accept permanent dehumidification system	2	0.00
n. Provides Permanently installed dehumidification system	5	5.00
o. All interior doors within units are solid core	3	3.00
p. USB in kitchen, living room and all bedrooms	1	1.00
q. LED Kitchen Light Fixtures	2	2.00
r. Shelf or Ledge at entrance within interior hallway	2	2.00
s. New Construction: Balcony or patio	4	0.00
		<u>60.41</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>60.41</u>

X. Development Summary

Summary Information

2020 Low-Income Housing Tax Credit Application For Reservation

Deal Name: Arrowbrook Centre Apartments II

Cycle Type: 4% Tax Exempt Bonds Credits **Requested Credit Amount:** \$1,261,259
Allocation Type: 0 **Jurisdiction:** Fairfax County
Total Units: 148 **Population Target:** General
Total LI Units: 148
Project Gross Sq Ft: 270,992.13 **Owner Contact:** Stephen Wilson
Green Certified? TRUE

Total Score 457.55

Source of Funds	Amount	Per Unit	Per Sq Ft	Annual Debt Service
Permanent Financing	\$34,150,000	\$230,743	\$126	\$1,481,836

Uses of Funds - Actual Costs				
Type of Uses	Amount	Per Unit	Sq Ft	% of TDC
Improvements	\$28,614,939	\$193,344	\$106	60.14%
General Req/Overhead/Profit	\$3,160,287	\$21,353	\$12	6.64%
Other Contract Costs	\$974,715	\$6,586	\$4	2.05%
Owner Costs	\$10,904,912	\$73,682	\$40	22.92%
Acquisition	\$0	\$0	\$0	0.00%
Developer Fee	\$3,922,388	\$26,503	\$14	8.24%
Total Uses	\$47,577,241	\$321,468		

Total Development Costs	
Total Improvements	\$43,654,853
Land Acquisition	\$0
Developer Fee	\$3,922,388
Total Development Costs	\$47,577,241

Income		
Gross Potential Income - LI Units		\$2,850,804
Gross Potential Income - Mkt Units		\$0
Subtotal		\$2,850,804
Less Vacancy %	5.00%	\$142,540
Effective Gross Income		\$2,708,264

Rental Assistance? FALSE

Expenses		
Category	Total	Per Unit
Administrative	\$306,498	\$2,071
Utilities	\$32,478	\$219
Operating & Maintenance	\$240,334	\$1,624
Taxes & Insurance	\$366,306	\$2,475
Total Operating Expenses	\$945,616	\$6,389
Replacement Reserves	\$44,400	\$300
Total Expenses	\$990,016	\$6,689

Cash Flow	
EGI	\$2,708,264
Total Expenses	\$990,016
Net Income	\$1,718,248
Debt Service	\$1,481,836
Debt Coverage Ratio (YR1):	1.16

Proposed Cost Limit/Sq Ft: \$176
Applicable Cost Limit/Sq Ft: \$325

Unit Breakdown	
Supp Hsg	0
# of Eff	10
# of 1BR	20
# of 2BR	91
# of 3BR	27
# of 4+ BR	0
Total Units	148

	Income Levels	Rent Levels
	# of Units	# of Units
<=30% AMI	0	0
40% AMI	0	0
50% AMI	0	0
60% AMI	148	148
>60% AMI	0	0
Market	0	0

Income Averaging? TRUE

Extended Use Restriction? 30

2020 Low-Income Housing Tax Credit Application For Reservation

\$/SF = **\$236.16** Credits/SF = **6.566214** Const \$/unit = **\$221,283.3851**

TYPE OF PROJECT GENERAL = 11000; ELDERLY = 12000
 LOCATION Inner-NVA=100; Outer-NV=200; NWNC=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
1

*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	776.61	998.85	1,320.70	1,635.42	0.00	0.00	0.00	0.00
NUMBER OF UNITS	10	20	91	27	0	0	0	0
PARAMETER-(COSTS=>35,000)	283,320	377,760	472,200	554,835	0	0	0	0
PARAMETER-(COSTS<35,000)	0	0	0	0	0	0	0	0
PARAMETER-(COSTS=>50,000)	283,320	377,760	472,200	554,835	0	0	0	0
PARAMETER-(COSTS<50,000)	0	0	0	0	0	0	0	0
COST PARAMETER	283,320	377,760	472,200	554,835	0	0	0	0
PROJECT COST PER UNIT	183,404	235,888	311,896	386,221	0	0	0	0
PARAMETER-(CREDITS=>35,000)	23,292	29,115	38,820	45,614	0	0	0	0
PARAMETER-(CREDITS<35,000)	0	0	0	0	0	0	0	0
PARAMETER-(CREDITS=>50,000)	23,292	29,115	38,820	45,614	0	0	0	0
PARAMETER-(CREDITS<50,000)	0	0	0	0	0	0	0	0
CREDIT PARAMETER	23,292	29,115	38,820	45,614	0	0	0	0
PROJECT CREDIT PER UNIT	5,099	6,559	8,672	10,739	0	0	0	0
COST PER UNIT POINTS	2.38	5.08	20.87	5.54	0.00	0.00	0.00	0.00
CREDIT PER UNIT POINTS	10.55	20.94	95.50	27.90	0.00	0.00	0.00	0.00

TOTAL COST PER UNIT POINTS **33.88**

TOTAL CREDIT PER UNIT POINTS **154.89**

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 BF
Standard Parameter - low rise	283,320	377,760	472,200	554,835	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	283,320	377,760	472,200	554,835	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 BF
Standard Credit Parameter - low rise	23,292	29,115	38,820	45,614	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	23,292	29,115	38,820	45,614	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

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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 BF
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Parameter Adjustment - high rise	0	0	0	0	0	0	0	(
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Credit Parameters - General

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BF
Standard Cost Parameter - low rise	23,292	29,115	38,820	45,614	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	23,292	29,115	38,820	45,614	0	0	0	(

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2020 Low-Income Housing Tax Credit Application For Reservation

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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	4 BF
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PROJECT CREDIT PER UNIT	5,099	6,559	8,672	10,739	0	0	0	0	0
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CREDIT PER UNIT POINTS	10.55	20.94	95.50	27.90	0.00	0.00	0.00	0.00	0.00

TOTAL COST PER UNIT POINTS **33.88**

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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 BF
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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	283,320	377,760	472,200	554,835	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 BF
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Parameter Adjustment - high rise	0	0	0	0	0	0	0	(
Adjusted Credit Parameter	23,292	29,115	38,820	45,614	0	0	0	(

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

Cost Parameters - Elderly

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Parameter Adjustment - high rise	0	0	0	0	0	0	0
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Credit Parameters - Elderly

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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 BF
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Credit Parameters - General

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Parameter Adjustment - high rise	0	0	0	0	0	0	0	(
Adjusted Cost Parameter	23,292	29,115	38,820	45,614	0	0	0	(

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Partnership or Operating Agreement

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

**OPERATING AGREEMENT
OF
ARROWBROOK APARTMENTS II, LLC**

This Operating Agreement (the “*Agreement*”) of Arrowbrook Apartments II, LLC (the “*Company*”), a limited liability company organized pursuant to Chapter 12 of Title 13.1 of the Code of Virginia (the “*Act*”), is entered into by and between: Arrowbrook II Managing Member LLC, to form a limited liability company, in accordance with the Act, as the managing member of the Company (the “*Managing Member*”); Stratford SLP, Inc., a Delaware corporation, as the special member of the Company (the “*Special Member*”); and Stratford Arrowbrook II Investors Limited Partnership, to form a limited partnership, in accordance with Virginia law, as the investor member of the Company (the “*Investor Member*”).

1. **Purpose and Powers.** The purpose of the Company is to serve as the owner of the development and property commonly known as Arrowbrook Apartments II, located in Herndon, 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. Arrowbrook II 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. **Members and Interests.** The members of the Company (the “*Members*”), their addresses, interests in the Company (the “*Interests*”) and capital contributions to the Company (the “*Capital Contributions*”) are as follows:

<u>Name</u>	<u>Status</u>	<u>Interest</u>	<u>Capital Contribution</u>
Arrowbrook II Managing Member LLC	Managing Member	0.01%	\$10.00
Stratford SLP, Inc.	Special Member	0.01%	\$10.00
Stratford Arrowbrook II Investors Limited Partnership	Investor Member	99.98%	\$980.00

The Members are not obligated to make additional Capital Contributions to the Company.

5. **Allocations and Distributions.** Except for any special allocations required to comply with applicable tax laws, all profits, gains, losses, and credits for tax purposes, net cash flow from normal operations, net proceeds from capital transactions, and all other distributions will be allocated to the Members, pro rata in accordance with their Interests.

6. **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 Members to dissolve.

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

8. **No Liability of Member and Others.** The Members and their 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 Members or any officer.

9. **Indemnification.** The Company will indemnify and defend the Members 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.

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

11. **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 5/20, 2020.

[signature page follows]

[signature page to Operating Agreement of Arrowbrook Apartments II, LLC]


MANAGING MEMBER:

ARROWBROOK II MANAGING MEMBER LLC

By: SCG Development Partners, LLC,
its sole member

By: SCG Development Manager, LLC,
its managing member

By: SCG Capital Corp.,
its sole member


By: 
Name: Stephen P. Wilson
Title: President – Virginia Office

[signatures continue on next page]

[signature page to Operating Agreement of Arrowbrook Apartments II, LLC]

SPECIAL MEMBER:

STRATFORD SLP, INC.

By: 

Name: Benjamin D. Mottola
Title: Authorized Officer

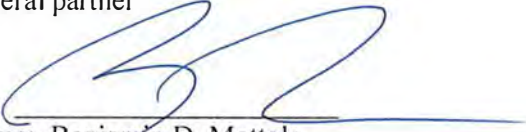
[signatures continue on next page]

[signature page to Operating Agreement of Arrowbrook Apartments II, LLC]

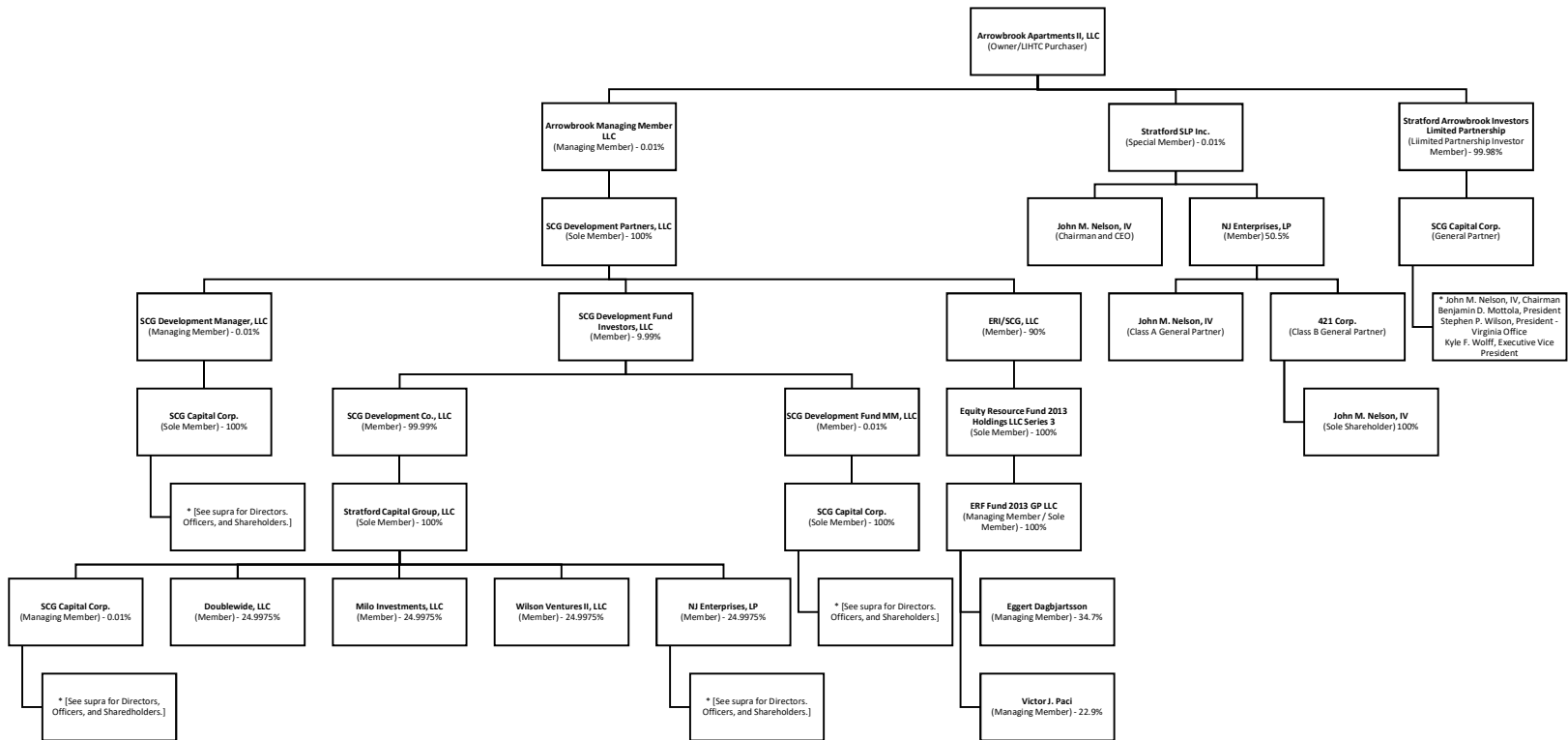
INVESTOR MEMBER:

STRATFORD ARROWBROOK INVESTORS LIMITED PARTNERSHIP

By: SCG Capital Corp.,
its general partner

By: 
Name: Benjamin D. Mottola
Title: President

Arrowbrook Apartments II, LLC
Org Chart



Tab A
Developer Fee Agreement

ARROWBROOK APARTMENTS II, LLC

(a Virginia limited liability company)

*** * ***

DEVELOPMENT SERVICES AGREEMENT

DEVELOPMENT SERVICES AGREEMENT

THIS DEVELOPMENT SERVICES AGREEMENT (this “**Agreement**”) is made as of March 1, 2015, by and between **ARROWBROOK APARTMENTS II, LLC**, a Virginia limited liability company (the “**Company**”), and **SCG DEVELOPMENT PARTNERS, LLC**, a Delaware limited liability company (the “**Developer**”).

R E C I T A L S:

A. The Company, pursuant to that certain Assignment of Memorandum of Agreement and Option for a Ground Lease effective as of March 13, 2019, entered into that certain Memorandum of Agreement and Option for a Ground Lease effective as of September 13, 2018, as amended by that First Amendment to Memorandum of Agreement and Option for a Ground Lease effective as of October 25, 2018, and as amended by that Second Amendment to Memorandum of Agreement and Option for a Ground Lease effective as of March 13, 2019 (collectively, the “**Option**”) with Arrowbrook Centre, LLC, a Virginia limited liability company (“**ABC**”) granting the option to lease certain real property located in the County of Fairfax, Virginia, as further described in said Option (the “**Property**”), and the Company intends to maintain a leasehold interest in the Property and develop and own the improvements thereon in connection with the development of a multi-family affordable housing project consisting of 148 units (the “**Project**”);

B. The Company desires to engage the Developer to oversee the development of the Project, and the Company and the Developer desire to set forth the terms of such engagement in this Agreement; and

C. The affairs of the Company are governed by an Operating Agreement, dated as of the date hereof, as amended from time to time (the “**Operating Agreement**”);

NOW, THEREFORE, in consideration for the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, jointly and severally agree as follows:

1. Development Services.

(A) The scope of the engagement of Developer involves the development of the Project, along with structured parking, and ancillary on- and off-site improvements. To that end, Developer will be responsible for (i) securing all entitlements (zoning, final site plan approval, any municipal site bonding requirements) which will enable the Project to be constructed and operated in accordance with the development plan; (ii) securing the financing (construction, permanent, and subordinate mortgage loans), make application to the Virginia Housing Development Authority for the competitively allocated Low-Income Housing Tax Credits (“**Tax Credits**”). It is estimated that the construction loans will be fully recourse to the borrower, developer and guarantors and in the approximate amount of \$28,000,000, (iii) construct the improvements per the development plan and receive final certificates of occupancy,

(iv) lease-up the Project, and (v) assure the funding of the first mortgage loan to fully repay the construction loan. Developer will also be required to fund, at its own risk, all funds necessary to reach the initial closing, which will require approximately \$1,500,000 of predevelopment funding.

(B) The Company hereby continues to engage the Developer to provide services in overseeing the development of the Project pursuant to the Development Plan attached as Exhibit 1 and in accordance with the underlying plans and specifications and in compliance with all applicable laws, rules and regulations, and authorizes the Developer to exercise such powers as may be reasonably necessary and appropriate in connection with the performance of such services. The Developer shall perform services pursuant to the terms of this Agreement and shall use best efforts and due diligence in the performance of such services. The Developer shall act as independent contractor in the performance of such services and this Agreement shall not be deemed to create an employer-employee relationship, either express or implied, between the Company and the Developer.

(C) The Developer shall continue to perform or cause to be performed the following services with respect to the development of the Project:

(1) Assist in the acquisition of the Project and take all actions reasonably necessary in connection therewith, including the negotiation of the terms and conditions of such acquisition;

(2) Supervise and coordinate the activities of the contractors, attorneys, architects, civil engineers, and any and all other professional consultants involved in the development of the Project (collectively, the “**Development Team**”), with such coordination to include, without limitation, ensuring that the Development Team obtains approval of the site plan from the applicable governmental authorities;

(3) Negotiate and administer agreements with the contractors;

(4) Prepare cost, income and other budgets and financial projections for the development of the Project;

(5) Negotiate on behalf of the Company all necessary agreements with public authorities and utility companies relating to access, traffic control, utility services and other matters affecting the construction of the Project;

(6) Review and approve final plans and specifications relating to the development of the Project;

(7) Review and approve the Construction Contract and the subcontract bids for the development of the Project;

(8) Establish and administer field order and change order procedures;

(9) Review, negotiate and administer all contractual documents relating to the development of the Project, including the review and approval of all progress payments before they are processed for payment;

(10) Prepare and monitor performance schedules for development of the Project;

(11) Periodically inspect work in progress and, if applicable, monitor the correction of any defects or deficiencies;

(12) Recommend to the Company insurance coverage during the development of the Project;

(13) Obtain such certificates, licenses, permits and approvals as are necessary for the development of the Project;

(14) Maintain a central control file of all design, engineering and development and construction documents, if any, including contracts, plans and specifications for the Project;

(15) Review and approve such bonds, if any, and/or evidences of insurance from the subcontractors as may be required by the Company;

(16) Upon receipt of notice thereof, promptly notify the Company of violations of laws, regulations and/or statutes applicable to the Project, advise the Company of recommended actions to cure or contest such violations and, unless the Company elects to contest such violations, take such steps as are necessary to correct such violations and to otherwise assure that the Project is in compliance with all applicable laws, regulations and statutes using funds available to the Company;

(17) Take all actions necessary to achieve the Completion Date, which is anticipated to require a longer-than-typical construction schedule of two years or more, along with an additional period of one year or more to obtain and close on the necessary financing for the completion of such work;

(18) Ensure that development of the Project is completed in compliance with any mortgage, construction, bridge loan or other financing documents; and

(19) Perform any other service that is reasonably necessary for the development of the Project in accordance with the Development Plan and this Agreement.

(20) Take all actions necessary to ensure that the construction work on the Project is in compliance with the requirements of the County and other local governmental authority, including, without limitation, the completion of offsite improvements as required by any proffers imposed by the County and any other local governmental authority.

(21) Take all actions necessary to ensure that the Project qualifies for green certification (Earthcraft Gold or higher).

(22) Ensure that development of the Project proceeds in a manner that considers the unique and existing conditions of the Project's location, particularly, the mixed-use aspects, the existing residential structures, and the urban-infill aspects of such location.

(D) Except as otherwise provided for in this Agreement, the Developer shall be responsible for all of its expenses incurred in connection with the performance of services under this Agreement, including, without limitation, the following:

(1) All wages, salaries and other remuneration paid to the Developer's employees, consultants, advisors and independent contractors, including, without limitation, unemployment insurance, social security, workers' compensation, pension benefits and disability benefits; and

(2) The Developer's general overhead and administrative expenses, including, without limitation, office rent, utilities and supplies.

(E) The Developer shall perform its duties under this Agreement to the best of its ability and shall use commercially reasonable efforts and due diligence in connection with such duties. The Developer may delegate all or any of their duties under this Agreement to Affiliates who shall perform such delegated duties under the supervision of the Developer.

2. Development Fee.

(A) The Company shall pay the Developer a fee of \$3,560,000 (the "**Development Fee**") for its services under this Agreement from Capital Contributions and/or proceeds of any mortgage, construction, bridge loan or other financing documents to the extent that such Capital Contributions, and/or proceeds of any mortgage, construction, bridge loan or other financing documents are available after all other Development Costs (other than Construction Completion Payments) incurred or to be incurred have been paid and all Reserves are funded. If such Capital Contributions, and/or proceeds of any mortgage, construction, bridge loan or other financing documents are insufficient, any balance of the Development Fee shall be payable from net cash flow and/or net capital proceeds pursuant to Section 5 of the Operating Agreement, subject to applicable loan limitations and/or other requirements and memorialized pursuant to the Development Fee Note, the forms of which is attached as Exhibit 2; provided, however, that notwithstanding the foregoing, all Subordinated Loans (and any interest thereon) made by the Investor Member, the Special Member or any of their Affiliates shall be repaid prior to any payments of the Development Fee. The Development Fee shall be deemed fully earned as of the Completion Date.

(B) Notwithstanding anything to the contrary contained herein, the Developer is permitted to collaterally assign its right to receive the Development Fee to a lender and/or credit support provider during the terms of such loans or financing, as applicable.

(C) The Development Fee shall be paid in full in all events by not later than December 31, 2032.

3. Waiver of Mechanic's Liens. The Developer agrees that no mechanic's lien or materialmen's lien or claim shall be filed or maintained by it against the Project for or on account of any work heretofore or hereafter done or materials heretofore or hereafter furnished by it under this Agreement. The Developer hereby waives and relinquishes all right to file a mechanic's lien, claim or notice of intention to file any lien or claim, whether or not the right to file a lien or claim arises under a statute, and hereby further agree to file all necessary and appropriate documents to evidence or record such waiver. The Developer further agrees to have any mechanic's or materialmen's liens which may be filed against the Project released or bonded to the satisfaction of the Company. Concurrent with payment made to the general contractor or to any subcontractors, structural or professional engineers, surveyors or any other parties entitled to file mechanic's liens against the Project, waivers of liens from such parties shall first be secured by, or caused to be secured by, the Developer.

4. Term. This Agreement (other than the obligation to pay accrued Development Fees and the right of offset set forth below) shall terminate on the Completion Date.

5. Miscellaneous

(A) Amendments. This Agreement may not be modified, altered or amended except pursuant to a written instrument executed by all parties hereto with the Consent of the Special Member.

(B) Assignment. This Agreement may not be assigned, in whole or in part, by any party hereto without the Consent of the other parties hereto and the Special Member.

(C) Binding Agreement. This Agreement shall be binding on the parties hereto, and their authorized representatives, successors and assigns.

(D) Counterparts. This Agreement may be executed in counterparts and all counterparts shall be considered part of one Agreement binding on all parties hereto.

(E) Disputes. Any dispute, controversy or claim arising out of or in connection with this Agreement, or any breach or alleged breach thereof, shall be settled by binding arbitration in accordance with the applicable rules for commercial arbitration with expedited review of (and by an independent arbitrator selected by) the American Arbitration Association. Such arbitration shall be conducted in the metropolitan Fairfax, Virginia area. The decision of the arbitrator shall be final and the costs of the parties to the arbitration, including reasonable attorneys' fees, shall be borne by the losing party in the manner determined by the arbitrator.

(F) Entire Agreement. This Agreement supersedes any prior agreement and contains the entire agreement of the parties hereto or their predecessors in interest with respect to the subject matter hereof.

(G) Governing Law. This Agreement, and the application or interpretation hereof, shall be governed by the laws of the Commonwealth of Virginia.

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

(I) 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.

(J) Defined Terms. Terms used herein with initial capital letters, but not defined herein, have the meanings set forth in the Operating Agreement.

(K) Waiver. No consent or waiver, express or implied, by any party to or of any breach or default by any other party in the performance of this Agreement shall be construed as a consent or waiver to or of any subsequent breach or default in the performance by such other party of the same or any other obligations hereunder.

(L) Right of Offset. The Company shall apply Development Fees to offset any and all loss, change, liability, cost or expense, including reasonable attorney's fees, incurred by the Company and/or the Investor Member arising out of, by reason of, or in connection with, a Material Default.

(M) Notices. Any notice, report, demand, request, approval or other communication required, permitted or desired under this Agreement shall be delivered in the manner set forth in the Investment Agreement.

[SIGNATURES ON NEXT PAGE]

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

ARROWBROOK APARTMENTS II, LLC

By: Arrowbrook Managing Member LLC, its managing member

By: SCG Development Partners, LLC, its sole member

By: SCG Development Manager, LLC, its managing member

By: SCG Capital Corp., its sole member

Witness: _____
Name: _____

By: _____
Name: Stephen P. Wilson
Title: President – Virginia Office

SCG DEVELOPMENT PARTNERS, LLC

By: SCG Development Manager, LLC, its
managing member

By: SCG Capital Corp., its sole member

Witness: _____
Name: _____

By: _____
Name: Stephen P. Wilson
Title: President – Virginia Office

EXHIBIT 1

DEVELOPMENT PLAN

The Project shall be developed substantially in accordance with the following as approved by the Special Member (the “**Development Plan**”):

(1) The Construction Contract between the Company and the general contractor, including the plans, specifications, contract documents and requirements referenced therein regarding the development of the Project;

(2) The documents evidencing any mortgage, construction, bridge loan or other financing, including undertakings made in connection therewith with respect to scope of work; and

(3) The requirements to qualify for Tax Credits in connection with the Affordable Units.

EXHIBIT 2

DEVELOPMENT FEE NOTE

\$ _____
_____, 20__

FOR VALUE RECEIVED, ARROWBROOK APARTMENTS I, LLC, a Virginia limited liability company (the “**Company**”) promises to pay the order of [_____] , LLC, a [_____] [_____] (the “**Developer**”) the principal sum of _____ AND ___/100 DOLLARS (\$ _____), on or before [_____] (the “**Maturity Date**”) in accordance with that certain Development Services Agreement by and between the Company and the Developer, dated [_____] (the “**Development Agreement**”).

This Development Fee Note evidences the obligation of the Company to pay the Developer the outstanding portion of the Development Fee (the “**Deferred Development Fee**”) pursuant to the Development Agreement. The Deferred Development Fee is payable out of the Company’s Net Cash Flow and/or Net Capital Proceeds, as such terms are defined in the Operating Agreement of the Company dated as of [_____].

The outstanding principal balance of this Development Fee Note shall unconditionally be due and payable on the Maturity Date.

The Partnership may, at its election, from time to time prior to maturity, prepay without penalty all or any portion of the principal indebtedness of this Development Fee Note.

Demand for payment shall be presumed to have been issued and the entire unpaid principal sum of this Development Fee Note, together with accrued interest thereon, if any, shall become immediately due in the event of the occurrence of any one or more of the following: default in the payment of any installment due hereunder continuing for a period in excess of ten (10) days after written notice from the Developer to the Company; the filing by the Company of a voluntary petition in bankruptcy; or the failure by the Company within thirty (30) days thereof to lift any filing against the Company of any involuntary petition, execution, or attachment; or the adjudication of the Company as bankrupt; or any assignment by the Company of all or substantially all of its assets for the benefit of its creditors; or the invalidity or illegality of any portion of this Note by reason of any act or omission by the Company.

This Development Fee Note shall not be assigned, hypothecated, pledged, sold, or otherwise transferred without the prior written consent of the Company, and any such other transfer without the Company’s consent shall be null and void.

Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Development Agreement.

This Development Fee Note shall be governed by and construed in accordance with the internal laws of the State of Delaware.

IN WITNESS WHEREOF, the Company has executed this Development Fee Note as of the date written above.

ARROWBROOK APARTMENTS II, LLC

By: Arrowbrook Managing Member LLC, its
managing member

By: SCG Development Partners, LLC,
its sole member

By: SCG Development Manager,
LLC, its managing member

By: SCG Capital Corp., its sole
member

By: _____
Name: Stephen P. Wilson
Title: President – Virginia
Office

B

Virginia State Corporation
Commission Certification
(MANDATORY)

Commonwealth of Virginia



STATE CORPORATION COMMISSION

Richmond, April 28, 2020

This is to certify that the certificate of organization of

Arrowbrook Apartments II, 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: April 28, 2020



STATE CORPORATION COMMISSION

Attest:

Joel H. Beck

Clerk of the Commission

**COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION**

AT RICHMOND, APRIL 28, 2020

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

Arrowbrook Apartments II, LLC

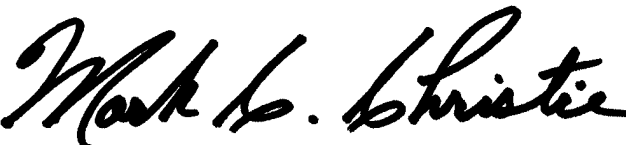
to comply with the requirements of law, and confirms payment of all required fees. Therefore, it is ORDERED that this

CERTIFICATE OF ORGANIZATION

be issued and admitted to record with the articles of organization in the Office of the Clerk of the Commission, effective April 28, 2020.

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

STATE CORPORATION COMMISSION

By 

Mark C. Christie
Commissioner

Limited Liability Company - Articles of Organization

Entity Information

Entity Name: Arrowbrook Apartments II, LLC Entity Type: Limited Liability Company

Business Type

Industry Code: 0 - General

Duration

Perpetual(forever)

Registered Agent Information

RA Type: Entity

Locality: ROANOKE CITY

RA Qualification: N/A

Name: CAPITOL CORPORATE
SERVICES, INC.

Email Address: N/A

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

Registered Office Address: 10 S Jefferson St Ste 1400,
Roanoke, VA, 24011 - 1327,
USA

Contact Number: N/A

Principal Office Address

Address: 8245 Boone Blvd Ste 640, Vienna, VA, 22182 - 3894, USA

Principal Information

Management Structure: Member-Managed

Signature Information

Date Signed: 04/28/2020

Executed in the name of the limited liability company by:

Printed Name	Signature	Title
Stephen P. Wilson	Stephen P. Wilson	Organizer

C

Principal's Previous
Participation Certification
(MANDATORY)



Previous Participation Certification

Development Name: Arrowbrook Centre Apartments
Name of Applicant (entity): Arrowbrook Apartments II, 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

STEPHEN P. WILSON

Printed Name

4/30/2020

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

Note to Previous Participation Certification:

Arrowbrook Apartments

In 2008, Stratford Capital Group (acting as Co-General Partner) acquired a portfolio of 15 LIHTC multifamily properties from SunTrust Bank, N.A. (“Seller”). One of the properties, Gable Oaks Apartments, a 200-unit garden style apartment complex located in Columbia, SC, (the “Property”) could not be debt financed conventionally due to a history of low occupancy and poor operating performance. As such, SunTrust Bank, N.A. agreed to finance the Property with a first mortgage loan of \$4,000,000, in order to facilitate the sale of the portfolio.

Since the Property was acquired, the performance at the Property remained largely unchanged and, in fact, deteriorated as the overall economy worsened. Additionally, the rental market has continued to decline as evidenced by unkempt single family homes, vandalism, graffiti and arson in the immediate market area. The property management company utilized concessions and other promotions to try and generate increased leasing opportunities, but occupancy has remained low.

Given the situation, the Lender agreed to “right size” the loan and modify it by forgiving \$1,500,000 of principal and bifurcating the remaining \$2.5 million into 2 parts - an “A Piece” which is now a \$1.5 million first mortgage loan and a “B Piece” which is a \$1.0 million second mortgage (cash-flow only) loan. The A Piece of the first mortgage loan now has a 68 month term and 25 year amortization at a variable rate equal to the One Month LIBOR plus 350 basis points with a floor interest rate of 5%, and the B Piece is a cash flow loan at zero percent interest with the same term as the A Piece. As a part of the modification, the general partners agreed to infuse \$200,000 into the property for capital improvements. The new loan structure served to enhance property operations, increase cash flow (and funds for capital replacements) and positioned the property for long term sustainability. The property was sold in January 2016; at that time, the property and loan were in good standing with lender, SunTrust, and no negative actions have occurred against the General Partners.

D

List of LIHTC Developments

(Schedule A)
(MANDATORY)



List of LIHTC Developments (Schedule A)

Development Name: Arrowbrook Apartments
 Name of Applicant: Arrowbrook Apartments II, 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 2004 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Stephen P. Wilson

Controlling GP (CGP) or 'Named' Managing Member of Proposed property? Y
 Y or N

Principal's Name:

Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"	
2 Parkside at Hudson/Gastonia, NC	Parkside at Hudson, LP; (703)942-6610	Y	80	80	TBD	TBD	N	
3 Dogwood Trail/Albany, GA	Dogwood Trail Apartments, LP; (703)942-6610	Y	64	61	TBD	TBD	N	
4 Springhill Apartments/Madison, FL	Springhill Apartments, LLC; (703)942-6610	Y	76	76	TBD	TBD	N	
5 Parkside at Drayton/Spartanburg, SC	Parkside at Drayton, LP; (703)942-6610	Y	41	41	TBD	1/27/2020	N	
6 Perrytown Apartments/Perry, FL	Perrytown Apartments, LLC; (703)942-6610	Y	100	100	8/31/2019	TBD	N	
7 Momentum at Shady Grove/Derwood, MD	Momentum Apartments, LLC; (703)942-6610	Y	110	110	10/17/2019	TBD	N	
8 Douglass Village/Douglassville, GA	Douglass Village Apartments, LP; (703)942-6610	Y	88	88	TBD	TBD	N	
9 Hand Trading Company Apartments/Pelham, GA	Hand TC Restoration, LP; (703)942-6610	Y	54	44	12/31/2019	TBD	N	
10 The Forge on Broadway/Bufalo, NY	SAAC Buffalo Forge, LLC; (978)535-5600	Y	158	141	TBD	TBD	N	
11 Castle Creek/Aspen, CO	488 Castle Creek, LLC; (703)942-6610	Y	24	24	TBD	TBD	N	
12 Ashton Cove/Kingsland, GA	Kingsland Cove, LP; (703)942-6610	Y	72	72	9/27/2018	6/17/2019	N	
13 St. James Terrace/Baltimore, MD	St. James Apartments LP; (703)942-6610	Y	151	151	7/20/2018	3/13/2019	N	
14 Chelmsford Woods Residences II/Chelmsford, MA	Chelmsford Woods Residences II LP; (978)535-5600	Y	58	58	7/6/2018	3/19/2019	N	
15 Parkside at Bethel/Clover, SC	Parkside at Bethel LP; (703)942-6610	Y	42	42	5/11/2018	2/25/2019	N	
16 Market Station/Thomasville, GA	Market Station Apartments, LP; (703)942-6610	Y	80	80	3/31/2018	10/3/2018	N	
17 Coady School Residences/Bourne, MA	Coady School Residences LP; (978)535-5600	Y	58	58	8/25/2017	5/8/2018	N	
18 Page Woodson/Oklahoma City, OK	Page Woodson Development LLC; (703)942-6610	Y	128	128	7/14/2017	11/26/2018	N	
19 Park Heights/Baltimore, MD	New Park Heights LLC; (703)942-6610	Y	100	100	6/30/2017	4/17/2018	N	
20 Residences at Govt Center I/Fairfax, VA	Fairfax Corner Partners LLC; (703)942-6610	Y	150	150	2/28/2017	9/27/2017	N	
21 Residences at Govt Center II/Fairfax, VA	Fairfax Corner Partners II LLC; (703)942-6610	Y	120	120	2/28/2017	10/19/2017	N	
22 Southfork/Camilla, GA	Southfork Apartments LP; (703)942-6610	Y	96	96	8/25/2016	3/14/2017	N	
23 Parkside at Boulevard/Orangeburg, SC	Parkside at Boulevard LP; (703)942-6610	Y	44	44	7/29/2016	1/27/2017	N	
24 Cypress Parc/New Orleans, LA	FBI Community Development Corp., LLC; (703)942-6610	Y	62	62	5/31/2016	3/10/2017	N	
25 Chelmsford Woods Residences/Chelmsford, MA	Chelmsford Woods Residences, LP; (978)535-5300	Y	58	58	2/26/2016	10/5/2016	N	
26 Eureka Heights/Ashburn, GA	Eureka Heights, LP; (703) 942-6610	Y	56	56	6/30/2015	3/3/2016	N	
27 Tangi Village/Hammond, LA	Quick Blvd. Apartments LP; (703) 942-6610	Y	61	61	11/30/2014	11/6/2015	N	
28 Simpkins School/Yarmouth, MA	Simpkins School Residences, LP; (978) 535-5600	Y	65	58	9/29/2014	5/18/2015	N	
29 Ashley House/Valdosta, GA	Ashley House Apartments, LP; (703) 942-6610	Y	61	61	8/1/2014	6/2/2015	N	
30 Elm Drive Senior Apts./Baton Rouge, LA	Elm Drive Senior Apartments, LP; (703) 942-6610	Y	60	60	5/1/2014	11/6/2015	N	
31 The Reserve at Sugar Mill/St. Marys, GA	Ashton Pines Apartments, LP; (703) 942-6610	Y	70	70	10/26/2012	10/17/2013	N	
32 Griffin Heights/Tallahassee, FL	New Griffin Apartments, LP; (703) 942-6610	Y	100	100	2/23/2012	1/11/2013	N	
33 Pine Meadow/Gainesville, FL	Pine Meadow Redevelopment, Ltd.; (703) 942-6610	Y	78	78	12/7/2011	6/14/2013	N	
34 Sand Dunes/Panama City Beach, FL	Sand Dunes Redevelopment, Ltd.; (703) 942-6610	Y	104	104	12/7/2011	6/14/2013	N	
35 Cypress Place/Marrero, LA	1500 Westwood, LP; (703) 942-6610	Y	132	132	11/7/2011	11/8/2013	N	
36 Three Tree Flats/Washington, DC	3910 Georgia Avenue Associates, LP; (703) 942-6610	Y	130	119	2/25/2011	1/24/2012	N	
37 Lakeside/Columbia, SC	New Lakeside Apartments, LP; (703) 942-6610	Y	110	109	12/2/2010	2/24/2011	N	
38 School Street Residences/Athol, MA	School Street Residences, LP; (978) 535-5600	Y	50	50	12/1/2010	12/30/2011	N	
39 Fulton School/Weymouth, MA	Fulton School Residences, LP; (978) 535-5600	Y	63	63	11/2/2009	12/31/2010	N	
40 Appian Way/N. Charleston, SC	8465 Patriot Boulevard, LP; (703) 942-6610	N	204	204	6/1/2009	6/12/2009	N	
* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for			TOTAL:	3,400	3,351		99%	Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB



List of LIHTC Developments (Schedule A)

Development Name: Arrowbrook Apartments

Name of Applicant: Arrowbrook Apartments II, 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 2004 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: Benjamin D. Mottola Controlling GP (CGP) or 'Named' Managing Member of Proposed property? Y
 Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member of 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	Parkside at Main/Simpsonville, SC	Parkside at Main, LP; (703) 942-6610	Y	42	42	TBD	TBD	N
2	Parkside at Hudson/Gastonia, NC	Parkside at Hudson, LP; (703)942-6610	Y	80	80	TBD	TBD	N
3	Dogwood Trail/Albany, GA	Dogwood Trail Apartments, LP; (703)942-6610	Y	64	61	TBD	TBD	N
4	Springhill Apartments/Madison, FL	Springhill Apartments, LLC; (703)942-6610	Y	76	76	TBD	TBD	N
5	Parkside at Drayton/Spartanburg, SC	Parkside at Drayton, LP; (703)942-6610	Y	41	41	TBD	1/27/2020	N
6	Perrytown Apartments/Perry, FL	Perrytown Apartments, LLC; (703)942-6610	Y	100	100	8/31/2019	TBD	N
7	Momentum at Shady Grove/Derwood, MD	Momentum Apartments, LLC; (703)942-6610	Y	110	110	10/17/2019	TBD	N
8	Douglass Village/Douglassville, GA	Douglass Village Apartments, LP; (703)942-6610	Y	88	88	TBD	TBD	N
9	Hand Trading Company Apartments/Pelham, GA	Hand TC Restoration, LP; (703)942-6610	Y	54	44	12/31/2019	TBD	N
10	The Forge on Broadway/Buffalo, NY	SAAKC Buffalo Forge, LLC; (978)535-5600	Y	158	141	TBD	TBD	N
11	Castle Creek/Aspen, CO	488 Castle Creek, LLC; (703)942-6610	Y	24	24	TBD	TBD	N
12	Ashton Cove/Kingsland, GA	Kingsland Cove, LP; (703)942-6610	Y	72	72	9/27/2018	6/17/2019	N
13	St. James Terrace/Baltimore, MD	St. James Apartments LP; (703)942-6610	Y	151	151	7/20/2018	3/13/2019	N
14	Chelmsford Woods Residences II/Chelmsford, MA	Chelmsford Woods Residences II LP; (978)535-5600	Y	58	58	7/6/2018	3/19/2019	N
15	Parkside at Bethel/Clover, SC	Parkside at Bethel LP; (703)942-6610	Y	42	42	5/11/2018	2/25/2019	N
16	Market Station/Thomasville, GA	Market Station Apartments, LP; (703)942-6610	Y	80	80	3/31/2018	10/3/2018	N
17	Coady School Residences/Bourne, MA	Coady School Residences LP; (978)535-5600	Y	58	58	8/25/2017	5/8/2018	N
18	Page Woodson/Oklahoma City, OK	Page Woodson Development LLC; (703)942-6610	Y	128	128	7/14/2017	11/26/2018	N
19	Park Heights/Baltimore, MD	New Park Heights LLC; (703)942-6610	Y	100	100	6/30/2017	4/17/2018	N
20	Residences at Govt Center I/Fairfax, VA	Fairfax Corner Partners LLC; (703)942-6610	Y	150	150	2/28/2017	9/27/2017	N
21	Residences at Govt Center II/Fairfax, VA	Fairfax Corner Partners II LLC; (703)942-6610	Y	120	120	2/28/2017	10/19/2017	N
22	Southfork/Camilla, GA	Southfork Apartments LP; (703)942-6610	Y	96	96	8/25/2016	3/14/2017	N
23	Parkside at Boulevard/Orangeburg, SC	Parkside at Boulevard LP; (703)942-6610	Y	44	44	7/29/2016	1/27/2017	N
24	Cypress Parc/New Orleans, LA	FBT Community Development Corp., LLC; (703)942-6610	Y	62	62	5/31/2016	3/10/2017	N
25	Chelmsford Woods Residences/Chelmsford, MA	Chelmsford Woods Residences, LP; (978)535-5300	Y	58	58	2/26/2016	10/5/2016	N
26	Eureka Heights/Ashburn, GA	Eureka Heights, LP; (703) 942-6610	Y	56	56	6/30/2015	3/3/2016	N
27	Tangai Village/Hammond, LA	Quick Blvd. Apartments LP; (703) 942-6610	Y	61	61	11/30/2014	11/6/2015	N
28	Simpkins School/Yarmouth, MA	Simpkins School Residences, LP; (978) 535-5600	Y	65	58	9/29/2014	5/18/2015	N
29	Ashley House/Valdosta, GA	Ashley House Apartments, LP; (703) 942-6610	Y	61	61	8/1/2014	6/2/2015	N
30	Elm Drive Senior Apts./Baton Rouge, LA	Elm Drive Senior Apartments, LP; (703) 942-6610	Y	60	60	5/1/2014	11/6/2015	N
31	The Reserve at Suaar Mill/St. Marys, GA	Ashton Pines Apartments, LP; (703) 942-6610	Y	70	70	10/26/2012	10/17/2013	N
32	Griffin Heights/Tallahassee, FL	New Griffin Apartments, LP; (703) 942-6610	Y	100	100	2/23/2012	1/11/2013	N
33	Pine Meadow/Gainesville, FL	Pine Meadow Redevelopment, Ltd.; (703) 942-6610	Y	78	78	12/7/2011	6/14/2013	N
34	Sand Dunes/Panama City Beach, FL	Sand Dunes Redevelopment, Ltd.; (703) 942-6610	Y	104	104	12/7/2011	6/14/2013	N
35	Cypress Place/Marrero, LA	1500 Westwood, LP; (703) 942-6610	Y	132	132	11/7/2011	11/8/2013	N
36	Three Tree Flats/Washington, DC	3910 Georgia Avenue Associates, LP; (703) 942-6610	Y	130	119	2/25/2011	1/24/2012	N
37	Lakeside/Columbia, SC	New Lakeside Apartments, LP; (703) 942-6610	Y	110	109	12/2/2010	2/24/2011	N
38	School Street Residences/Athol, MA	School Street Residences, LP; (978) 535-5600	Y	50	50	12/1/2010	12/30/2011	N
39	Fulton School/Weymouth, MA	Fulton School Residences, LP; (978) 535-5600	Y	63	63	11/2/2009	12/31/2010	N
40	Appian Way/N. Charleston, SC	8465 Patriot Boulevard, LP; (703) 942-6610	N	204	204	6/1/2009	6/12/2009	N
			TOTAL:	3,400	3,351		99%	Total Units

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

List of LIHTC Developments (Schedule A)



Development Name: Arrowbrook Apartments
 Name of Applicant: Arrowbrook Apartments II, 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 2004 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: <u>Kyle F. Wolff</u>		Controlling GP (CGP) or 'Named' Managing Member of Proposed property?*		Y				
				Y or N				
Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.?(Y/N)	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"	
1	Parkside at Main/Simpsonville, SC	Parkside at Main, LP: (703) 942-6610	Y	42	42	TBD	TBD	N
2	Parkside at Hudson/Gastonia, NC	Parkside at Hudson, LP: (703)942-6610	Y	80	80	TBD	TBD	N
3	Dogwood Trail/Albany, GA	Dogwood Trail Apartments, LP: (703)942-6610	Y	64	61	TBD	TBD	N
4	Springhill Apartments/Madison, FL	Springhill Apartments, LLC: (703)942-6610	Y	76	76	TBD	TBD	N
5	Parkside at Drayton/Spartanburg, SC	Parkside at Drayton, LP: (703)942-6610	Y	41	41	TBD	1/27/2020	N
6	Perrytown Apartments/Perry, FL	Perrytown Apartments, LLC: (703)942-6610	Y	100	100	8/31/2019	TBD	N
7	Momentum at Shady Grove/Derwood, MD	Momentum Apartments, LLC: (703)942-6610	Y	110	110	10/17/2019	TBD	N
8	Douglass Village/Douglasville, GA	Douglass Village Apartments, LP: (703)942-6610	Y	88	88	TBD	TBD	N
9	Hand Trading Company Apartments/Pelham, GA	Hand TC Restoration, LP: (703)942-6610	Y	54	44	12/31/2019	TBD	N
10	The Forge on Broadway/Buffalo, NY	SAAC Buffalo Forge, LLC: (978)535-5600	Y	158	141	TBD	TBD	N
11	Castle Creek/Aspen, CO	488 Castle Creek, LLC: (703)942-6610	Y	24	24	TBD	TBD	N
12	Ashton Cove/Kinsland, GA	Kingsland Cove, LP: (703)942-6610	Y	72	72	9/27/2018	6/17/2019	N
13	St. James Terrace/Baltimore, MD	St. James Apartments LP: (703)942-6610	Y	151	151	7/20/2018	3/13/2019	N
14	Chelmsford Woods Residences II/Chelmsford, MA	Chelmsford Woods Residences II LP: (978)535-5600	Y	58	58	7/6/2018	3/19/2019	N
15	Parkside at Bethel/Clover, SC	Parkside at Bethel LP: (703)942-6610	Y	42	42	5/11/2018	2/25/2019	N
16	Market Station/Thomasville, GA	Market Station Apartments, LP:(703)942-6610	Y	80	80	3/31/2018	10/3/2018	N
17	Coady School Residences/Bourne, MA	Coady School Residences LP: (978)535-5600	Y	58	58	8/25/2017	5/8/2018	N
18	Page Woodson/Oklahoma City, OK	Page Woodson Development LLC: (703)942-6610	Y	128	128	7/14/2017	11/26/2018	N
19	Park Heights/Baltimore, MD	New Park Heights LLC: (703)942-6610	Y	100	100	6/30/2017	4/17/2018	N
20	Residences at Govt Center I/Fairfax, VA	Fairfax Corner Partners LLC: (703)942-6610	Y	150	150	2/28/2017	9/27/2017	N
21	Residences at Govt Center II/Fairfax, VA	Fairfax Corner Partners II LLC: (703)942-6610	Y	120	120	2/28/2017	10/19/2017	N
22	Southfork/Camilla, GA	Southfork Apartments LP: (703)942-6610	Y	96	96	8/25/2016	3/14/2017	N
23	Parkside at Boulevard/Orangeburg, SC	Parkside at Boulevard LP: (703)942-6610	Y	44	44	7/29/2016	1/27/2017	N
24	Cypress Parc/New Orleans, LA	FBT Community Development Corp., LLC: (703)942-6610	Y	62	62	5/31/2016	3/10/2017	N
25	Chelmsford Woods Residences/Chelmsford, MA	Chelmsford Woods Residences, LP: (978)535-5300	Y	58	58	2/26/2016	10/5/2016	N
26	Eureka Heights/Ashburn, GA	Eureka Heights, LP: (703) 942-6610	Y	56	56	6/30/2015	3/3/2016	N
27	Tangi Village/Hammond, LA	Quick Blvd. Apartments LP: (703) 942-6610	Y	61	61	11/30/2015	11/16/2015	N
28	Simpkins School/Yarmouth, MA	Simpkins School Residences, LP: (978) 535-5600	Y	65	58	9/29/2014	5/18/2015	N
29	Ashley House/Valdosta, GA	Ashley House Apartments, LP: (703) 942-6610	Y	61	61	8/1/2014	6/2/2015	N
30	Elm Drive Senior Apts./Baton Rouge, LA	Elm Drive Senior Apartments, LP: (703) 942-6610	Y	60	60	5/1/2014	11/6/2015	N
31	The Reserve at Sugar Mill/St. Marys, GA	Ashton Pines Apartments, LP: (703) 942-6610	Y	70	70	10/26/2012	10/17/2013	N
32	Griffin Heights/Tallahassee, FL	New Griffin Apartments, LP: (703) 942-6610	Y	100	100	2/23/2012	1/11/2013	N
33	Pine Meadow/Gainesville, FL	Pine Meadow Redevelopment, Ltd., (703) 942-6610	Y	78	78	12/7/2011	6/14/2013	N
34	Sand Dunes/Panama City Beach, FL	Sand Dunes Redevelopment, Ltd.: (703) 942-6610	Y	104	104	12/7/2011	6/14/2013	N
35	Cypress Place/Mariner, LA	1500 Westwood, LP: (703) 942-6610	Y	132	132	11/7/2011	11/8/2013	N
36	Three Tree Flats/Washington, DC	3910 Georgia Avenue Associates, LP: (703) 942-6610	Y	130	119	2/25/2011	1/24/2012	N
37	Lakeside/Columbia, SC	New Lakeside Apartments, LP: (703) 942-6610	Y	110	109	12/2/2010	2/24/2011	N
38	School Street Residences/Athol, MA	School Street Residences, LP: (978) 535-5600	Y	50	50	12/1/2010	12/30/2011	N
39	Fulton School/Weymouth, MA	Fulton School Residences, LP: (978) 535-5600	Y	63	63	11/2/2009	12/31/2010	N
40	Applan Way/N. Charleston, SC	8465 Patriot Boulevard, LP: (703) 942-6610	N	204	204	6/1/2009	6/12/2009	N

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

1st PAGE
 TOTAL: 3,400 3,351 LIHTC as % of Total Units 99%

List of LIHTC Developments (Schedule A)



Development Name: Arrowbrook Apartments

Name of Applicant: Arrowbrook Apartments II, 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.
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- 4 Use separate pages as needed, for each principal.

Principal's Name: SCG Capital Corp. Controlling GP (CGP) or 'Named' Managing Member of Proposed property? Y
Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1	Parkside at Main/Simpsonville, SC	Parkside at Main, LP: (703) 942-6610	Y	42	42	TBD	TBD	N
2	Parkside at Hudson/Gastonia, NC	Parkside at Hudson, LP: (703)942-6610	Y	80	80	TBD	TBD	N
3	Dogwood Trail/Albany, GA	Dogwood Trail Apartments, LP: (703)942-6610	Y	64	61	TBD	TBD	N
4	Springhill Apartments/Madison, FL	Springhill Apartments, LLC: (703)942-6610	Y	76	76	TBD	TBD	N
5	Parkside at Drayton/Spartanburg, SC	Parkside at Drayton, LP: (703)942-6610	Y	41	41	TBD	1/27/2020	N
6	Perrytown Apartments/Perry, FL	Perrytown Apartments, LLC: (703)942-6610	Y	100	100	8/31/2019	TBD	N
7	Momentum at Shady Grove/Derwood, MD	Momentum Apartments, LLC: (703)942-6610	Y	110	110	10/17/2019	TBD	N
8	Douglass Village/Douglasville, GA	Douglass Village Apartments, LP: (703)942-6610	Y	88	88	TBD	TBD	N
9	Hand Trading Company Apartments/Pelham, GA	Hand TC Restoration, LP: (703)942-6610	Y	54	44	12/31/2019	TBD	N
10	The Forge on Broadway/Buffalo, NY	SAKC Buffalo Forge, LLC: (978)535-5600	Y	158	141	TBD	TBD	N
11	Castle Creek/Aspen, CO	488 Castle Creek, LLC: (703)942-6610	Y	24	24	TBD	TBD	N
12	Ashton Cove/Kinasland, GA	Kingsland Cove, LP: (703)942-6610	Y	72	72	9/27/2018	6/17/2019	N
13	St. James Terrace/Baltimore, MD	St. James Apartments LP: (703)942-6610	Y	151	151	7/20/2018	3/13/2019	N
14	Chelmsford Woods Residences II/Chelmsford, MA	Chelmsford Woods Residences II LP: (978)535-5600	Y	58	58	7/6/2018	3/19/2019	N
15	Parkside at Bethel/Clover, SC	Parkside at Bethel LP: (703)942-6610	Y	42	42	5/11/2018	2/25/2019	N
16	Market Station/Thomasville, GA	Market Station Apartments, LP:(703)942-6610	Y	80	80	3/31/2018	10/3/2018	N
17	Coady School Residences/Bourne, MA	Coady School Residences LP: (978)535-5600	Y	58	58	8/25/2017	5/8/2018	N
18	Page Woodson/Oklahoma City, OK	Page Woodson Development LLC: (703)942-6610	Y	128	128	7/14/2017	11/26/2018	N
19	Park Heights/Baltimore, MD	New Park Heights LLC: (703)942-6610	Y	100	100	6/30/2017	4/17/2018	N
20	Residences at Govt Center I/Fairfax, VA	Fairfax Corner Partners LLC: (703)942-6610	Y	150	150	2/28/2017	9/27/2017	N
21	Residences at Govt Center II/Fairfax, VA	Fairfax Corner Partners II LLC: (703)942-6610	Y	120	120	2/28/2017	10/19/2017	N
22	Southfork/Camilla, GA	Southfork Apartments LP: (703)942-6610	Y	96	96	8/25/2016	3/14/2017	N
23	Parkside at Boulevard/Orangeburg, SC	Parkside at Boulevard LP: (703)942-6610	Y	44	44	7/29/2016	1/27/2017	N
24	Cypress Parc/New Orleans, LA	FBT Community Development Corp., LLC: (703)942-6610	Y	62	62	5/31/2016	3/10/2017	N
25	Chelmsford Woods Residences/Chelmsford, MA	Chelmsford Woods Residences, LP: (978)535-5300	Y	58	58	2/26/2016	10/5/2016	N
26	Eureka Heights/Ashburn, VA	Eureka Heights, LP: (703) 942-6610	Y	56	56	6/30/2015	3/3/2016	N
27	Tangi Village/Hammond, LA	Quick Blvd. Apartments LP: (703) 942-6610	Y	61	61	11/30/2014	11/6/2015	N
28	Simpkins School/Yarmouth, MA	Simpkins School Residences, LP: (978) 535-5600	Y	65	58	9/29/2014	5/18/2015	N
29	Ashley House/Valdosta, GA	Ashley House Apartments, LP: (703) 942-6610	Y	61	61	8/1/2014	6/2/2015	N
30	Elm Drive Senior Apts./Baton Rouge, LA	Elm Drive Senior Apartments, LP: (703) 942-6610	Y	60	60	5/1/2014	11/6/2015	N
31	The Reserve at Sugar Mill/St. Marys, GA	Ashton Pines Apartments, LP: (703) 942-6610	Y	70	70	10/26/2012	10/17/2013	N
32	Griffin Heights/Tallahassee, FL	New Griffin Apartments, LP: (703) 942-6610	Y	100	100	2/23/2012	1/11/2013	N
33	Pine Meadow/Gainesville, FL	Pine Meadow Redevelopment, Ltd., (703) 942-6610	Y	78	78	12/7/2011	6/14/2013	N
34	Sand Dunes/Panama City Beach, FL	Sand Dunes Redevelopment, Ltd.: (703) 942-6610	Y	104	104	12/7/2011	6/14/2013	N
35	Cypress Place/Marrero, LA	1500 Westwood, LP: (703) 942-6610	Y	132	132	11/7/2011	11/8/2013	N
36	Three Tree Flats/Washington, DC	3910 Georgia Avenue Associates, LP: (703) 942-6610	Y	130	119	2/25/2011	1/24/2012	N
37	Lakeside/Columbia, SC	New Lakeside Apartments, LP: (703) 942-6610	Y	110	109	12/2/2010	2/24/2011	N
38	School Street Residences/Athol, MA	School Street Residences, LP: (978) 535-5600	Y	50	50	12/1/2010	12/30/2011	N
39	Fulton School/Weymouth, MA	Fulton School Residences, LP: (978) 535-5600	Y	63	63	11/2/2009	12/31/2010	N
40	Appian Way/N. Charleston, SC	8465 Patriot Boulevard, LP: (703) 942-6610	N	204	204	6/11/2009	6/12/2009	N

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

1st PAGE TOTAL: 3,400 3,351 LIHTC as % of Total Units 99%

List of LIHTC Developments (Schedule A)



Development Name: Arrowbrook Apartments
 Name of Applicant: Arrowbrook Apartments II, 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 2004 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

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

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev. (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's (Y/N) Explain "Y"
1	Parkside at Main/Simpsonville, SC	Parkside at Main, LP: (703) 942-6610	Y	42	42	TBD	TBD	N
2	Parkside at Hudson/Gastonia, NC	Parkside at Hudson, LP: (703)942-6610	Y	80	80	TBD	TBD	N
3	Dogwood Trail/Albany, GA	Dogwood Trail Apartments, LP: (703)942-6610	Y	64	61	TBD	TBD	N
4	Springhill Apartments/Madison, FL	Springhill Apartments, LLC: (703)942-6610	Y	76	76	TBD	TBD	N
5	Parkside at Drayton/Spartanburg, SC	Parkside at Drayton, LP: (703)942-6610	Y	41	41	TBD	1/27/2020	N
6	Perrytown Apartments/Perry, FL	Perrytown Apartments, LLC: (703)942-6610	Y	100	100	8/31/2019	TBD	N
7	Momentum at Shady Grove/Derwood, MD	Momentum Apartments, LLC: (703)942-6610	Y	110	110	10/17/2019	TBD	N
8	Douglass Village/Douglasville, GA	Douglass Village Apartments, LP: (703)942-6610	Y	88	88	TBD	TBD	N
9	Hand Trading Company Apartments/Pelham, GA	Hand TC Restoration, LP: (703)942-6610	Y	54	44	12/31/2019	TBD	N
10	The Forge on Broadway/Buffalo, NY	SAAC Buffalo Forge, LLC: (978)535-5600	Y	158	141	TBD	TBD	N
11	Castle Creek/Aspen, CO	488 Castle Creek, LLC: (703)942-6610	Y	24	24	TBD	TBD	N
12	Ashton Cove/Kingsland, GA	Kingsland Cove, LP: (703)942-6610	Y	72	72	9/27/2018	6/17/2019	N
13	St. James Terrace/Baltimore, MD	St. James Apartments LP: (703)942-6610	Y	151	151	7/20/2018	3/13/2019	N
14	Chelmsford Woods Residences II/Chelmsford, MA	Chelmsford Woods Residences II LP: (978)535-5600	Y	58	58	7/6/2018	3/19/2019	N
15	Parkside at Bethel/Clover, SC	Parkside at Bethel LP: (703)942-6610	Y	42	42	5/11/2018	2/25/2019	N
16	Market Station/Thomasville, GA	Market Station Apartments, LP:(703)942-6610	Y	80	80	3/31/2018	10/3/2018	N
17	Coady School Residences/Bourne, MA	Coady School Residences LP: (978)535-5600	Y	58	58	8/25/2017	5/8/2018	N
18	Page Woodson/Oklahoma City, OK	Page Woodson Development LLC: (703)942-6610	Y	128	128	7/14/2017	11/26/2018	N
19	Park Heights/Baltimore, MD	New Park Heights LLC: (703)942-6610	Y	100	100	6/30/2017	4/17/2018	N
20	Residences at Govt Center I/Fairfax, VA	Fairfax Corner Partners LLC: (703)942-6610	Y	150	150	2/28/2017	9/27/2017	N
21	Residences at Govt Center II/Fairfax, VA	Fairfax Corner Partners II LLC: (703)942-6610	Y	120	120	2/28/2017	10/19/2017	N
22	Southfork/Camilla, GA	Southfork Apartments LP: (703)942-6610	Y	96	96	8/25/2016	3/14/2017	N
23	Parkside at Boulevard/Orangeburg, SC	Parkside at Boulevard LP: (703)942-6610	Y	44	44	7/29/2016	1/27/2017	N
24	Cypress Parc/New Orleans, LA	FBT Community Development Corp., LLC: (703)942-6610	Y	62	62	5/31/2016	3/10/2017	N
25	Chelmsford Woods Residences/Chelmsford, MA	Chelmsford Woods Residences, LP: (978)535-5300	Y	58	58	2/26/2016	10/5/2016	N
26	Eureka Heights/Ashburn, GA	Eureka Heights, LP: (703) 942-6610	Y	56	56	6/30/2015	3/3/2016	N
27	Tangi Village/Hammond, LA	Quick Blvd. Apartments LP: (703) 942-6610	Y	61	61	11/30/2014	11/6/2015	N
28	Simpkins School/Yarmouth, MA	Simpkins School Residences, LP: (978) 535-5600	Y	65	58	9/29/2014	5/18/2015	N
29	Ashley House/Valdosta, GA	Ashley House Apartments, LP: (703) 942-6610	Y	61	61	8/1/2014	6/2/2015	N
30	Elm Drive Senior Apts./Baton Rouge, LA	Elm Drive Senior Apartments, LP: (703) 942-6610	Y	60	60	5/1/2014	11/6/2015	N
31	The Reserve at Sugar Mill/St. Marys, GA	Ashton Pines Apartments, LP: (703) 942-6610	Y	70	70	10/26/2012	10/17/2013	N
32	Griffin Heights/Tallahassee, FL	New Griffin Apartments, LP: (703) 942-6610	Y	100	100	2/23/2012	1/11/2013	N
33	Pine Meadow/Gainesville, FL	Pine Meadow Redevelopment, Ltd.: (703) 942-6610	Y	78	78	12/7/2011	6/14/2013	N
34	Sand Dunes/Panama City Beach, FL	Sand Dunes Redevelopment, Ltd.: (703) 942-6610	Y	104	104	12/7/2011	6/14/2013	N
35	Cypress Place/Marrero, LA	1500 Westwood, LP: (703) 942-6610	Y	132	132	11/7/2011	11/8/2013	N
36	Three Tree Flats/Washington, DC	3910 Georgia Avenue Associates, LP: (703) 942-6610	Y	130	119	2/25/2011	1/24/2012	N
37	Lakeside/Columbia, SC	New Lakeside Apartments, LP: (703) 942-6610	Y	110	109	12/2/2010	2/24/2011	N
38	School Street Residences/Athol, MA	School Street Residences, LP: (978) 535-5600	Y	50	50	12/1/2010	12/30/2011	N
39	Fulton School/Weymouth, MA	Fulton School Residences, LP: (978) 535-5600	Y	63	63	11/2/2009	12/31/2010	N
40	Appian Way/N. Charleston, SC	8465 Patriot Boulevard, LP: (703) 942-6610	N	204	204	6/1/2009	6/12/2009	N

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

1st PAGE
TOTAL: 3,400 3,351 LIHTC as % of
 99% **Total Units**

Previous Participation Certification continued

Stephen P. Wilson, Benjamin Mottola, Kyle Wolff
 SCG Capital Corp., Stratford Capital Group

	Development Name/Location	Name of Ownership Entity and Phone Number	Controlling General Partner? (Y/N)	Total Units	Low Income Units	Placed in Service Date	8609 Date	Non-compliance Found? Y/N (Explain Yes)
46	Ridgewood Senior/Radford, VA	Ridgewood Senior MCF-SCG, LP; (703) 942-6610	N	40	40	7/30/2003	12/12/2003	N
47	Arrington Place/Columbia, SC	Arrington Place MCF-SCG, LP; (703) 942-6610	N	68	68	1/9/2003	12/1/2004	N
48	Ridgewood Family/Radford, VA	Ridgewood Family MCF-SCG, LP; (703) 942-6610	N	32	32	12/16/2002	5/7/2003	N
49	Cedar Forest/Covington, VA	Sterling MCF-SCG, LP; (703) 942-6610	N	40	40	8/29/2002	5/12/2003	N
50	Thomas Jefferson/Bristol, VA	Jefferson MCF-SCG, LP; (703) 942-6610	N	30	30	5/1/2002	2/5/2004	N
51	Sterling Trace/Danville, VA	Sterling MCF-SCG, LP; (703) 942-6610	N	48	48	2/6/2002	5/31/2002	N
52	Concord Chase/Concord, NC	Concord Chase MCF-SCG, LP; (703) 942-6610	N	124	124	1/31/2002	3/3/2003	N
53	Forest Village/Fredericksburg, VA	Forest Village MCF-SCG, LP; (703) 942-6610	N	192	192	12/31/2001	5/16/2003	N
54	Marsh Landing/Portsmouth, VA	Marsh Landings MCF-SCG, LP; (703) 942-6610	N	250	250	1/1/2001	5/16/2003	N
55	Mallard Cove/Portsmouth, VA	Mallard Cove MCF-SCG, LP; (703) 942-6610	N	160	160	9/12/2000	7/1/2002	N
56	Holly Brook/Edgefield, SC	Sterling MCF-SCG, LP; (703) 942-6610	N	32	32	2/16/2004	1/31/2005	N
57	Rose Hill/Rose Hill, VA	Rose Hill MCF-SCG, LP; (703) 942-6610	N	32	32	12/22/2003	5/12/2004	N
58	Harbor Landing/Bristol, VA	Sterling MCF-SCG, LP; (703) 942-6610	N	32	32	11/25/2003	5/12/2004	N
59	Sycamore Run/Lancaster, SC	Sterling MCF-SCG, LP; (703) 942-6610	N	48	48	10/15/2003	2/24/2004	N
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2nd PAGE TOTAL: 1,128 1,128

GRAND TOTAL: 4,528 4,479

LIHTC as % of
 99% Total Unit



List of LIHTC Developments (Schedule A)

Development Name: Arrowbrook Apartments
 Name of Applicant: Arrowbrook Apartments II, 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 2004 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: John M. Nelson, IV Controlling GP (CGP) or 'Named' Managing Member of Proposed property? Y
 Y or N

Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1 Parkside at Main/Simpsonville, SC	Parkside at Main, LP; (703) 942-6610	Y	42	42	TBD	TBD	N
2 Parkside at Hudson/Gastonia, NC	Parkside at Hudson, LP; (703)942-6610	Y	80	80	TBD	TBD	N
3 Dogwood Trail/Albany, GA	Dogwood Trail Apartments, LP; (703)942-6610	Y	64	61	TBD	TBD	N
4 Springhill Apartments/Madison, FL	Springhill Apartments, LLC; (703)942-6610	Y	76	76	TBD	TBD	N
5 Parkside at Drayton/Spartanburg, SC	Parkside at Drayton, LP; (703)942-6610	Y	41	41	TBD	1/27/2020	N
6 Perrytown Apartments/Perry, FL	Perrytown Apartments, LLC; (703)942-6610	Y	100	100	8/31/2019	TBD	N
7 Momentum at Shady Grove/Derwood, MD	Momentum Apartments, LLC; (703)942-6610	Y	110	110	10/17/2019	TBD	N
8 Douglass Village/Douglassville, GA	Douglass Village Apartments, LP; (703)942-6610	Y	88	88	TBD	TBD	N
9 Hand Trading Company Apartments/Pelham, GA	Hand TC Restoration, LP; (703)942-6610	Y	54	44	12/31/2019	TBD	N
10 The Forge on Broadway/Buffalo, NY	SAAKC Buffalo Forge, LLC; (978)535-5600	Y	158	141	TBD	TBD	N
11 Castle Creek/Aspen, CO	488 Castle Creek, LLC; (703)942-6610	Y	24	24	TBD	TBD	N
12 Ashton Cove/Kingsland, GA	Kingsland Cove, LP; (703)942-6610	Y	72	72	9/27/2018	6/17/2019	N
13 St. James Terrace/Baltimore, MD	St. James Apartments LP; (703)942-6610	Y	151	151	7/20/2018	3/13/2019	N
14 Chelmsford Woods Residences II/Chelmsford, MA	Chelmsford Woods Residences II LP; (978)535-5600	Y	58	58	7/6/2018	3/19/2019	N
15 Parkside at Bethel/Clover, SC	Parkside at Bethel LP; (703)942-6610	Y	42	42	5/11/2018	2/25/2019	N
16 Market Station/Thomasville, GA	Market Station Apartments, LP; (703)942-6610	Y	80	80	3/31/2018	10/3/2018	N
17 Coady School Residences/Bourne, MA	Coady School Residences LP; (978)535-5600	Y	58	58	8/25/2017	5/8/2018	N
18 Page Woodson/Oklahoma City, OK	Page Woodson Development LLC; (703)942-6610	Y	128	128	7/14/2017	11/26/2018	N
19 Park Heights/Baltimore, MD	New Park Heights LLC; (703)942-6610	Y	100	100	6/30/2017	4/17/2018	N
20 Residences at Govt Center I/Fairfax, VA	Fairfax Corner Partners LLC; (703)942-6610	Y	150	150	2/28/2017	9/27/2017	N
21 Residences at Govt Center II/Fairfax, VA	Fairfax Corner Partners II LLC; (703)942-6610	Y	120	120	2/28/2017	10/19/2017	N
22 Southfork/Camilla, GA	Southfork Apartments LP; (703)942-6610	Y	96	96	8/25/2016	3/14/2017	N
23 Parkside at Boulevard/Orangeburg, SC	Parkside at Boulevard LP; (703)942-6610	Y	44	44	7/29/2016	1/27/2017	N
24 Cypress Parc/New Orleans, LA	FBT Community Development Corp., LLC; (703)942-6610	Y	62	62	5/31/2016	3/10/2017	N
25 Chelmsford Woods Residences/Chelmsford, MA	Chelmsford Woods Residences, LP; (978)535-5300	Y	58	58	2/26/2016	10/5/2016	N
26 Eureka Heights/Ashburn, GA	Eureka Heights, LP; (703) 942-6610	Y	56	56	6/30/2015	3/3/2016	N
27 Tanai Village/Hammond, LA	Quick Blvd. Apartments LP; (703) 942-6610	Y	61	61	11/30/2014	11/6/2015	N
28 Simpkins School/Yarmouth, MA	Simpkins School Residences, LP; (978) 535-5600	Y	65	58	9/29/2014	5/18/2015	N
29 Ashley House/Valdosta, GA	Ashley House Apartments, LP; (703) 942-6610	Y	61	61	8/1/2014	6/2/2015	N
30 Elm Drive Senior Apts./Baton Rouge, LA	Elm Drive Senior Apartments, LP; (703) 942-6610	Y	60	60	5/1/2014	11/6/2015	N
31 The Reserve at Sugar Mill/St. Marys, GA	Ashton Pines Apartments, LP; (703) 942-6610	Y	70	70	10/26/2012	10/17/2013	N
32 Griffin Heights/Tallahassee, FL	New Griffin Apartments, LP; (703) 942-6610	Y	100	100	2/23/2012	1/11/2013	N
33 Pine Meadow/Gainesville, FL	Pine Meadow Redevelopment, Ltd.; (703) 942-6610	Y	78	78	12/7/2011	6/14/2013	N
34 Sand Dunes/Panama City Beach, FL	Sand Dunes Redevelopment, Ltd.; (703) 942-6610	Y	104	104	12/7/2011	6/14/2013	N
35 Cypress Place/Marrero, LA	1500 Westwood, LP; (703) 942-6610	Y	132	132	11/7/2011	11/8/2013	N
36 Greentree North/N. Charleston, SC	Greentree North Apartments 2, LP; (978) 535-5600	Y	96	96	11/1/2011	12/1/2012	N
37 Three Tree Flats/Washington, DC	3910 Georgia Avenue Associates, LP; (703) 942-6610	Y	130	119	2/25/2011	1/24/2012	N
38 Lakeside/Columbia, SC	New Lakeside Apartments, LP; (703) 942-6610	Y	110	109	12/2/2010	2/24/2011	N
39 School Street Residences/Athol, MA	School Street Residences, LP; (978) 535-5600	Y	50	50	12/1/2010	12/30/2011	N
40 Fulton School/Weymouth, MA	Fulton School Residences, LP; (978) 535-5600	Y	63	63	11/2/2009	12/31/2010	N

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

1st PAGE
TOTAL: 3,292 3,243 99% LIHTC as % of Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

Previous Participation Certification continued

John M. Nelson, IV

	Development Name/Location	Name of Ownership Entity and Phone Number	Controlling General Partner? (Y/N)	Total Units	Low Income Units	Placed in Service Date	8609 Date	Non-compliance Found? Y/N (Explain Yes)
46	Haven Oaks/Summerville, SC	Haven Oaks Apartments 2, LP; (978) 535-5600	Y	104	104	7/1/2010	12/1/2010	N
47	River Oaks/Columbia, SC	River Oaks Apartments 2, LP; (978) 535-5600	Y	100	100	7/1/2010	12/1/2010	N
48	Appian Way/N. Charleston, SC	8465 Patriot Boulevard, LP; (703) 942-6610	N	204	204	6/1/2009	6/12/2009	N
49	Brown School Residences/Peabody,	Brown School Residences, LP; (978) 535-5600	Y	61	61	8/15/2007	6/1/2008	N
50	Warren Street Ph. III/Trenton, NJ	Warren Street Urban Renewal Partners LP III; (978) 535- 5600	Y	9	9	12/1/2005	8/1/2007	N
51	Holly Brook/Edgefield, SC	Sterling MCF-SCG, LP; (703) 942-6610	N	32	32	2/16/2004	1/31/2005	N
52	Rose Hill/Rose Hill, VA	Rose Hill MCF-SCG, LP; (703) 942-6610	N	32	32	12/22/2003	5/12/2004	N
53	Harbor Landing/Bristol, VA	Sterling MCF-SCG, LP; (703) 942-6610	N	32	32	11/25/2003	5/12/2004	N
54	Sycamore Run/Lancaster, SC	Sterling MCF-SCG, LP; (703) 942-6610	N	48	48	10/15/2003	2/24/2004	N
55	Ridgewood Senior/Radford, VA	Ridgewood Senior MCF-SCG, LP; (703) 942-6610	N	40	40	7/30/2003	12/12/2003	N
56	Arrington Place/Columbia, SC	Arrington Place MCF-SCG, LP; (703) 942-6610	N	68	68	1/9/2003	12/1/2004	N
57	Ridgewood Family/Radford, VA	Ridgewood Family MCF-SCG, LP; (703) 942-6610	N	32	32	12/16/2002	5/7/2003	N
58	Cedar Forest/Covington, VA	Sterling MCF-SCG, LP; (703) 942-6610	N	40	40	8/29/2002	5/12/2003	N
59	Thomas Jefferson/Bristol, VA	Jefferson MCF-SCG, LP; (703) 942-6610	N	30	30	5/1/2002	2/5/2004	N
60	Parkway Gardens/Hillcrest Heights, MD	New Parkway Apartments LP; (978) 535-5600	Y	159	143	4/1/2002	6/1/2004	N
61	Sterling Trace/Danville, VA	Sterling MCF-SCG, LP; (703) 942-6610	N	48	48	2/6/2002	5/31/2002	N
62	Concord Chase/Concord, NC	Concord Chase MCF-SCG, LP; (703) 942-6610	N	124	124	1/31/2002	3/3/2003	N
63	Forest Village/Fredericksburg, VA	Forest Village MCF-SCG, LP; (703) 942-6610	N	192	192	12/31/2001	5/16/2003	N
64	Marsh Landing/ Portsmouth, VA	Marsh Landings MCF-SCG, LP; (703) 942-6610	N	250	250	1/1/2001	5/16/2003	N
65	Grace Place/Richmond, VA	400 East Grace Street LP; (978) 535-5600	Y	58	52	1/1/2001	4/1/2002	N
66	Mallard Cove/Portsmouth, VA	Mallard Cove MCF-SCG, LP; (703) 942-6610	N	160	160	9/12/2000	7/1/2002	N
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2nd PAGE TOTAL: 1,823 1,801
 GRAND TOTAL: 5,115 5,044
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Site Control
Documentation & Most
Recent Real Estate Tax
Assessment
(MANDATORY)

**MEMORANDUM OF AGREEMENT
AND
OPTION FOR A GROUND LEASE**

THIS MEMORANDUM OF AGREEMENT AND OPTION FOR A GROUND LEASE (“this Agreement”) is made as of the 13th day of September, 2018 (the “Effective Date”) by and between **ARROWBROOK CENTRE, LLC**, a Virginia limited liability company (hereafter “ABC” or “Optionor”), and **SCG DEVELOPMENT PARTNERS, LLC**, a Delaware limited liability company (hereafter “SCG” or “Optionee”).

Recitals

1. ABC is the wholly owned subsidiary of The Ruth and Hal Launder Charitable Trust, a Virginia charitable trust classified as a tax-exempt private foundation under federal tax law. ABC owns a parcel of land containing approximately 4.6133 acres of land, more or less, land located in Fairfax County, Virginia denoted as Parcel 1A on a certain Deed of Boundary Line Adjustment dated 25 May 2018 and its attached and incorporated boundary line adjustment plat, recorded on 19 June 2018 in Deed Book 25450 at Page 2162 in the office of the Clerk, Circuit Court of Fairfax County (hereafter the “Land”).
2. SCG has expressed to ABC its interest in developing on the Land a mixed-use residential and retail use building denoted as Building D2 as depicted on a certain Conceptual and Final Development Plan Amendment in CDPA/FDPA 2002-HM-043-03 (“the Land Bay D2 Plan”) approved on 18 January 2018 and 23 January 2018 by the Fairfax County Planning Commission and the Fairfax County Board of Supervisors, respectively, (“Building D2”) as a workforce or affordable dwelling unit residential building eligible for various low income tax credits in addition to federal and local loan guarantees, mortgage insurance, or subordinate financing, or any combination of the above (hereafter “the Project”) while concurrently constructing the portion of Building D2 intended for retail use for its sale and conveyance to ABC upon its final completion. ABC has expressed its interest in promoting the Project as consonant with the charitable purpose of its parent organization while acquiring the retail portion of Building D2 for investment.
3. SCG has indicated that it will need to compile and submit various applications to one or more of the following governmental units to apply for and obtain the required financing

commitments or subordinate financing and income tax credits in order to advance the Project and insure its financial viability: the County of Fairfax ("the County"), the Fairfax County Redevelopment and Housing Authority ("FCRHA"), the Virginia Housing Development Authority ("VHDA"), and the United States Department of Housing and Urban Development ("HUD"). SCG has further informed ABC that in order to submit such applications it will need to demonstrate its control of the Land for purposes of developing the Project.

4. ABC and SCG wish to enter into this Agreement for the purpose of granting SCG site control of the Land to allow for its advancement of its planning for the Project subject however to the terms and conditions of this Agreement including satisfaction of the Financing Contingencies and the Conditions Subsequent as expressed in this Agreement.

Therefore, SCG and ABC agree as follows:

1. **Feasibility Period.** The Feasibility Period shall commence on the Effective Date and expire ninety (90) days after the Effective Date. The expiration of the Feasibility Period will not in any way affect the legal status of either the Financing Contingencies or the Conditions Subsequent, as expressed in sections 5. and 6. of this Agreement, each of which must be met, satisfied, or waived by the party for whose benefit such conditions are imposed, on or before the last date so specified in such sections. SCG may terminate this Agreement at any time on or before the expiration of the Feasibility Period, for any reason, or for no reason at all, by notice to ABC delivered before the expiration of the Feasibility Period. Upon any such termination, the Title Company shall refund the Deposit to SCG, as such terms are defined in the following section 2. of this Agreement, and neither ABC nor SCG will have any further obligation or liability to the other under this Agreement except for those obligations and liabilities which expressly survive the termination of this Agreement.
2. **Deposit.** Within three (3) business days after the Effective Date, SCG will deposit with Stewart Title Guaranty Company (the "Title Company") a deposit in the amount of \$10,000.00 (the "Initial Deposit"), which shall be fully refundable at the request of the SCG for any reason until the expiration of the Feasibility Period. Within three (3) business days after the expiration of the Feasibility Period, SCG will deposit with the Title Company an

additional deposit in the amount of \$40,000 (the "First Additional Deposit"). Within three (3) business days after the first date when each of the Conditions Subsequent enumerated in the following section 6. of this Agreement have been met, satisfied, or waived by ABC, SCG will deposit with the Title Company a second additional deposit (the "Second Additional Deposit") in the sum of \$200,000 for a total deposit of \$250,000 (the Initial Deposit together with the First Additional Deposit and the Second Additional Deposit plus all interest earned thereon being referred to as the "Deposit"). The Deposit shall be non-refundable to SCG except as otherwise stated in this Agreement. If SCG exercises the Option and enters into the Ground Lease, the Deposit will be applied to the Ground Lease Payment (as defined herein).

3. **Option for SCG to Ground Lease the Land.** ABC hereby grants SCG an option to lease the Land for an extended term not to exceed ninety-nine (99) years ("the Ground Lease"). In consideration of its conveyance of the Ground Lease, SCG will pay to ABC, at Closing, the sum of \$5 million of which the Deposit will be a part. The Ground Lease will be subject to the following terms and conditions each of which shall be a covenant of the Ground Lease:

- (1.) SCG will, at its sole expense, promptly proceed to construct Building D2 to include both its residential and retail components. The architectural design and footprint of Building D2 will be consistent with the Land Bay D2 Plan as finally determined in Fairfax County Site Plan Application 1504-SP-009 ("the Land Bay D2 Site Plan") except that SCG may, at its election, reduce the number of stories from seven (7) to six (6) floors consisting of the concrete retail podium plus four (4) stories of frame construction and reduce the number of dwelling units to 285. Upon the final completion of construction, SCG will convey to ABC, in consideration of a one-time payment of \$4.5 million made by ABC to SCG, the retail portion of Building D2 comprised of not less than 36,000 gross rentable square feet, constructed and delivered as a cold lit shell including a concrete slab foundation plus a sufficient number of vents and grease pits to accommodate up to 12,000 gross rental square feet of retail area suitable for restaurant use ("the Retail Condominium"). The Retail Condominium will also include at least 50 parking spaces within the above-grade garage which is part of Building D2, such

spaces to be segregated as a separate and dedicated retail parking area reserved exclusively for patrons of retail tenants and accessible through its own dedicated entrance. Prior to the issuance of any residential occupancy permit for any portion of Building D2, SCG will, at its sole expense, cause to be established a condominium regime for Building D2 comprised of one or more condominium units encompassing the residential area of Building D2 including its associated amenities, leasing areas, and exclusive residential parking ("the Residential Condominium") and the Retail Condominium comprised of the retail use area described above and its associated reserved and exclusive retail parking. At such time as these condominium units are established, SCG and ABC will enter into a written stipulation confirming that (i) SCG owns a leasehold interest only in the Residential Condominium in accord with the terms of the Ground Lease and that ABC retains the reversion in the Residential Condominium following expiration of the Ground Lease, and (ii) ABC owns the Retail Condominium in fee simple absolute with the Ground Lease having been extinguished by the merger of the Ground Lease and the reversionary interest in the Retail Condominium. SCG will convey the Retail Condominium to ABC as a condominium unit consisting a separate parcel of real property in Building D2 subject to such cross-easements as may be necessary and appropriate for the convenient use, occupancy, and enjoyment of the Residential Condominium and the Retail Condominium. SCG shall convey the Retail Condominium to ABC free and clear of all liens and encumbrances, and no portion of the Retail Condominium shall be subject either (1) to the lien or encumbrance of any mortgage or other financing arrangement contracted or incurred to underwrite the construction of Building D2 or (2) to the lien of any permanent mortgage or other financing contracted or incurred to finance the construction, development, or leasing of the residential portion of Building D2;

- (2.) SCG will, at its sole expense, construct all necessary site infrastructure improvements required by the terms of the Land Bay D2 Site Plan in addition to the dry utility facilities necessary for the convenient use, occupancy, and

enjoyment of Building D2 including the Retail Condominium. In addition, SCG will, at its sole expense, construct the following street segments in addition to their appurtenant sidewalks and streetscape: Fairfield Ridge Avenue along its frontage with Land Bay D2 and Silver Arrow Way along its frontage with Land Bay D2. SCG will also, at its sole expense, install and construct below grade and within the limits of Fairfield Ridge Avenue and Silver Arrow Way electrical and natural gas utility transmission lines to serve Building D2. Finally, SCG will also construct, at its sole expense, the following additional improvements as depicted on the approved Land Bay D2 Site Plan: (1) the deceleration lane and right-hand turn lane on southbound Centreville Road entering into Fairfield Ridge Avenue; (2) the pedestrian and bicycle trail segment running from Arrowbrook Centre Drive along the Land Bay D2 frontage to its terminus, and (3) the surface parking lot, including its landscaping and lighting features, on Land Bay A to contain no fewer than 121 parking spaces.

- (3.) The Ground Lease will entitle ABC to receive additional ground lease rent, in addition to the \$5 million one-time ground lease rent payment due at Closing, at various times during the first fifteen (15) years of the term of the Ground Lease, in the aggregate sum of \$750,000 (“the Supplemental Ground Lease Rent”). The Supplemental Ground Lease Rent shall be paid by SCG in such amounts and at such times at it chooses conditioned on available free cash flow from the Residential Condominium, but it shall be entitled priority over any payments to junior mortgage lienholders, equity investors, or the Project Developer. The Ground Lease shall designate all such payments as rent.
- (4.) Any indebtedness contracted for the purpose of the construction, development, leasing, or operation of the Project, whether secured by a mortgage or not, and whether for construction or permanent financing, shall be secured, if at all, solely by the leasehold interest SCG holds in the Residential Condominium, and the principal indebtedness so secured shall be fully amortized for a period of not longer than fifty (50) years from the date the Ground Lease is conveyed to SCG.

Any deed of trust or comparable document conveying a security interest in the leasehold estate granted to SCG to secure any such mortgage financing shall include terms and provisions (i) requiring that ABC receive notice of any default in the repayment of such mortgage indebtedness or of any occurrence which would entitle the lender to foreclose its security interest against such leasehold estate and (ii) providing ABC with a reasonable time for an opportunity to cure such default, such time to be not fewer than 120 days. Except to the extent such terms are inconsistent with the terms of this Agreement, the Ground Lease shall contain such terms as are required to make leasehold estate granted to SCG capable of securing mortgage financing and shall include the terms enumerated on the attached Multifamily Ground Lease Review Checklist published by Fannie Mae (Form 4665 revised 10-7) to make the leasehold estate financeable. After the thirty-first (31st) anniversary of the date of the issuance of the first Residential Use Permit (RUP) for any dwelling unit in the Residential Condominium, no new, additional, or supplemental mortgage financing, whether by way of a re-financing of existing mortgage indebtedness or the contracting of new mortgage indebtedness, shall be contracted and secured by the Residential Condominium without the prior written consent of ABC unless (i) such additional or supplemental mortgage financing is contracted by an entity which acquires ownership of the Residential Condominium through the foreclosure of the lien of a mortgage perfected against the Residential Condominium prior to the thirty-first (31st) anniversary of the date of the issuance of the first Residential Use Permit (RUP) for any dwelling unit in the Residential Condominium and (ii) no member of SCG or its assigns is a member or equity owner of such entity, and in which circumstance the written consent of ABC shall not be required. In addition, after the thirty-first (31st) anniversary of the date of the issuance of the first Residential Use Permit (RUP) for any dwelling unit in the Residential Condominium, SCG shall neither admit any new members as equity investors, nor alter or modify its equity capital structure whether through a re-capitalization, a new syndication, or other comparable arrangement, without the prior written consent of ABC.

- (5.) SCG or its assignee may operate and lease the Residential Condominium solely for a residential use and subject to such rental rates as necessary to qualify the Residential Condominium as moderate income, or workforce, housing development with an average blended rental rate of no higher than sixty per cent (60.00%) of the Area Median Income in the Washington D.C. Metropolitan Statistical Area ("AMI") for the year in which such rental rates are applicable. At any time, SCG may lease as many as 12 dwelling units in the Residential Condominium, but no more, at a rent equal to as low as thirty per cent (30.00%) of the AMI. In no event shall any dwelling units in the Residential Condominium be leased at a rent lower than thirty per cent (30.00%) of the AMI. At the election of SCG, all or any of these foregoing use and operation restrictions may be expressed in a separate document recorded against the Residential Condominium as a covenant real running with the land in lieu of their being expressed in the Ground Lease.
- (6.) ABC shall be entitled to purchase and acquire the Ground Lease at any time after the fiftieth (50th) anniversary of the conveyance of the Ground Lease to SCG through the exercise of a first right of refusal in conformity with the requirements of, and for the minimum purchase price prescribed by, section 42(i)(7) of the Internal Revenue Code of 1986, as amended, or any successor provision.
4. **Closing.** Closing will occur not less than seventy-five (75), nor more than ninety (90), days after SCG notifies ABC of its intention to exercise its option to acquire the Ground Lease. Closing shall take place at the office of the Title Company on a date selected by SCG. At Closing, ABC will convey the Ground Lease to SCG by executing and delivering a recordable instrument conveying the Ground Lease to SCG subject to various lease terms, conditions, and covenants ("the Ground Lease Agreement"). ABC will convey the Ground Lease by special warranty deed free and clear of all liens and encumbrances, and the Ground Lease shall be insurable by the Title Company at standard rates without special policy exceptions. At Closing, SCG will pay ABC, in full and in cash, the sum of \$5 million of which the Deposit will be a part ("the Ground Lease Payment"). At Closing, ABC shall

escrow with the Title Company, or other escrow agent mutually selected by ABC and SCG, the sum of \$4.5 million deducted from the Ground Lease Payment for the purpose of defraying the agreed purchase price for the Retail Condominium (“the Ground Lease Escrow”). The Ground Lease Escrow, together with all interest earned thereon, shall be applied toward the purchase price of the Retail Condominium. SCG may access and draw from the Ground Lease Escrow to finance its construction of the Retail Condominium provided its right to access and take such draws are subject to those conditions and procedures as are customarily required by an institutional lender providing construction financing. In addition, at Closing, ABC and SCG will execute and deliver such other documents, including but not limited to, the usual owner’s title affidavit, FIRPTA certificate, and other tax certifications, all as more fully set forth in the Ground Lease Agreement. SCG may notify ABC of its intention to exercise its option to acquire the Ground Lease at any time of its selection provided such time is (1) after (i) the Feasibility Period has expired, (ii) each of the Conditions Subsequent set forth in the following section 6. of this Agreement have been met, satisfied, or waived by ABC, and (iii) each of the Financing Contingencies set forth in the following section 5. of this Agreement have been met, satisfied, or waived by SCG, and (2) prior to 31 December 2019. The option of SCG to acquire the Ground Lease in accord with this Agreement shall lapse and expire on 31 March 2020 unless Closing has occurred on or before such date.

5. **Financing Contingencies.** SCG has no obligation to exercise its option to acquire the Ground Lease unless or until each of the following contingencies related to the financing of the Project (“the Financing Contingencies”) have been met, satisfied, or waived by SCG:

- (1.) On or before 31 December 2018 SCG shall have secured the approval from the County or FCRHA, or both, of a financing commitment and/or award of subordinate financing (the “County Debt Award”) in an amount sufficient, as determined by SCG in its sole discretion, to enable SCG to obtain the necessary public and private financing which, when combined with the Acceptable Tax Credit Reservation and Financing Approvals (as defined below), are necessary and sufficient for its acquisition of the Ground Lease and for its viable and

successful development and construction of the Project. If, notwithstanding Optionee's good faith efforts, SCG is unable to obtain the County Debt Award in an amount satisfactory to Optionee on or before 28 February 2019, then after such date, SCG shall have the right to terminate this Agreement.

- (2.) On or before 30 June 2019 SCG shall have obtained an award of, and a reservation agreement from, the Virginia Housing Development Authority (VHDA) of competitive, nine per cent (9%) low income housing tax credits in an amount sufficient, in the sole discretion of SCG, to enable SCG to attract and secure the necessary public and private financing and equity investment necessary and sufficient for the viable and successful development, construction, and operation of the Project ("the Acceptable Tax Credit Reservation").
- (3.) On or before 30 September 2019 SCG shall have secured and obtained a binding commitment for the issuance of tax-exempt bonds from an eligible tax-exempt bond issuing authority, or a binding commitment for private financing from an institutional lender, or both, in addition to one or more loan guarantees from the United States of America, or mortgage insurance pursuant to the section 221(2)(4) mortgage insurance program for multi-family rental housing administered by HUD if SCG choose to apply for any such loan guarantees or mortgage insurance (collectively "the Financing Approvals"), in such amounts and on such terms as SCG determines, in its sole discretion, are necessary and sufficient for the viable and successful development, construction, and operation of the Project.
- (4.) If one or more of the foregoing Financing Contingencies is not met, satisfied, or waived in writing by SCG within ninety (90) days after the last day for the accomplishment of such Financing Contingency, then SCG may, at its sole election, notify ABC of its intention to terminate this Agreement. Upon any such termination, the Title Company shall return the Deposit to SCG, and neither ABC nor SCG will have any further obligation or liability to the other under this Agreement, except for those obligations and liabilities which expressly survive the termination of this Agreement.

6. **Conditions Subsequent for the Ground Lease.** Each of the following conditions subsequent (“the Conditions Subsequent”) must be met, satisfied, or waived by ABC on or before the date specified for the satisfaction of such condition in order for SCG to exercise its option to acquire the Ground Lease in accord with this Agreement.

- (1.) On or before 5 October 2018 both (i) the Board of Trustees of The Ruth and Hal Lauanders Charitable Trust (“RHLCT”), parent of ABC, shall have ratified this Agreement by resolution duly adopted, and (ii) ABC shall have notified SCG of such fact;
- (2.) On or before 2 November 2018 both (i) ABC shall have obtained from tax counsel for RHLCT a written opinion that the rent derived from the Ground Lease, including the Supplemental Ground Rent, will not be taxed as unrelated business income and will be subject only to the federal excise tax on net investment income levied against private foundations and (ii) ABC shall have notified SCG of its receipt of such written opinion and provided a copy of same to SCG; and
- (3.) On or before 31 January 2019 ABC and SCG shall have agreed upon the form, content, and text of a recordable document to serve and function as the Ground Lease Agreement to be executed at Closing, in addition to a reasonably detailed outline, although not necessarily the text, of all exhibits to the Ground Lease Agreement including, but not limited to, the condominium documents required to establish the Building D2 Condominium Regime consisting of the Residential Condominium and the Retail Condominium together with all necessary all easements or reciprocal easements by and between the owners of the units which comprise the Building D2 condominium regime, and SCG and ABC shall have stipulated to such fact in an amendment to this Agreement.

If one or more of the foregoing Conditions Subsequent is not met, satisfied, or waived in writing by ABC on or before the last day specified for the occurrence of such Condition Subsequent, then ABC may, at any time thereafter, and by notice to SCG terminate this

Agreement. Upon any such termination, the Title Company shall return the Deposit to SCG, and neither ABC nor SCG will have any further obligation or liability to the other under this Agreement except for those obligations and liabilities which expressly survive the termination of this Agreement.

7. **Access to the Land and ABC Data.** During the Feasibility Period by right, and thereafter with the consent of ABC, which consent shall not be unreasonably withheld, conditioned, or delayed, SCG shall, at its sole cost and expense, have the right, upon prior written notice to Optionor of not less than forty-eight (48) hours to enter upon the Land and to make all inspections, tests, studies and investigations of the condition of the Land which it may deem necessary, all of which inspections and preparations shall be undertaken at Optionee's expense. In addition, ABC and SCG agree as follows:

- (1.) Optionee shall have the right, at Optionee's expense, to have Optionor's soils tests and/or environmental reports updated and reissued to Optionee and to have reliance letters issued to Optionee by the engineers who issued same. Optionee shall not permit any liens to attach to the Property by reason of the exercise of such rights. After completing its investigation of the Property, if this Agreement is terminated for any reason or cause other than the default of the Optionor, then Optionee shall repair any damage to the Land caused by its acts such that the Land is restored to substantially the same condition which existed on the Effective Date. Optionee will hold Optionor harmless from and indemnify Optionor against any and all damages and liability occasioned by any claim asserted against Optionor related to physical injury to persons or property and caused by such inspections, tests, studies or other activities of Optionee. This section will survive a termination of this Agreement. Before either Optionee or Optionee's representatives enter upon the Land, Optionee shall first (i) obtain and maintain during the term of this Agreement such policies of commercial general liability insurance (occurrence form) which insure Optionee's Representatives with liability insurance limits of not less than \$2,000,000 per occurrence and \$3,000,000 in the aggregate for personal injury and property damage, as well as

worker's compensation, in statutory amounts, and a policy of commercial automobile liability coverage having a limit for each accident of \$2,000,000, and name Optionor as an additional insured and which is with an insurance company reasonably approved by Optionor, and (ii) provide Optionor with reasonably satisfactory evidence that Optionee has obtained the required policies of insurance and that they are in effect. All due diligence shall be at Optionee's sole expense and shall be conducted in accordance with applicable laws, including without limitation, laws relating to worker safety and the proper disposal of discarded materials. As used in this paragraph, the term "Optionee's Representatives" refers to Optionee, and any of its officers, directors, employees, agents, contractors, or consultants.

- (2.) Within five (5) business days after the Effective Date, Optionor shall deliver to Optionee, copies of all documents and materials in Optionor's possession pertaining to the use, development and/or ownership of the Land, including, but not limited to, any governmental approvals, permits or correspondence; title insurance policies, title opinions or title reports; surveys; engineering data or reports, zoning approval, plans and tests, environmental data and reports, construction and development plans, and entry feature plans, homeowner association declaration and organization documents, utility commitments, drainage reports, soils reports, zoning restrictions, deed restrictions, and other similar documents, and all recorded instruments affecting the Property (collectively, the "Feasibility Documents"). To the extent available, Optionor shall provide Optionee with the electronic CAD files in Optionor's possession of any surveys, plats, engineering plans, and development plans pertaining to the Property. Optionee shall be responsible for any expenses incurred by Optionor to make and provide copies of the Feasibility Documents (whether in paper or electronic format) to Optionee. Optionee acknowledges however that prior to the execution of this Agreement, Optionor has given Optionee free and unrestricted access to an FTP Internet site managed and controlled by Optionor or by Optionor's contractor, Pennoni Associates, Inc., a civil engineering firm engaged

by Optionor, and at which FTP site or sites Optionor has told Optionee all of the Feasibility Documents have been posted and are available for Optionee's inspection. Optionor agrees to supplement such site with any additional Feasibility Documents which come into its custody, control, or possession and to give Optionee reasonably prompt notice of same. Optionee and Optionor agree that Optionee's continued free and unrestricted access to such FTP site will satisfy Optionor's obligations under this section.

- (3.) Optionee shall indemnify and hold Optionor harmless from any claims, costs, expenses or liabilities whatsoever resulting from any tests, studies or other activities on or relating to the Land to the extent such matters are the direct result of any willful or negligent act or omission by Optionee or the direct result of any willful or negligent act or omission of any employee, agent, or contractor of Optionee. If settlement does not occur due to any reason other than a default by Optionor and the Agreement is thus terminated, then Optionee shall repair any damage to the Land resulting from any of its tests or inspections as nearly as is reasonably practical to the conditions which existed on the Effective Date of the Agreement. Notwithstanding anything in the Agreement to the contrary, Optionee's obligations to restore the Land and to indemnify Optionor pursuant to this paragraph shall survive any termination of this Agreement for a period of one (1) year. Optionor shall, within thirty (30) days of any termination of the Agreement, notify Optionee of any restoration activities which Optionee is obligated to perform pursuant to this paragraph.
- (4.) If Closing does not occur for any reason other than the default of the Optionor, then Optionee shall, within thirty (30) days after the termination of the Agreement, deliver to Optionor, without cost to Optionor, copies of any written surveys, studies, or reports pertaining to the Land and which Optionee may have commissioned or obtained prior to the termination of the Agreement. Nothing in this paragraph shall obligate Optionee to contract, order, or undertake any survey, study, plan, or other analysis of the Property during the term of the Agreement.

8. **Exclusive Option.** Unless and until this Agreement is terminated, ABC will not market, offer, sell, lease, or otherwise alienate, nor will it enter into any agreement to alienate any legal or beneficial interest in all or any portion of the Land, nor will ABC grant any option to any party to acquire any legal or beneficial interest in the Land. Unless or until this Agreement is terminated, the option to convey the Ground Lease in accord with this Agreement is exclusive to SCG and its assignees. SCG acknowledges that ABC has informed it that the Land is subject to a certain lease agreement dated 1 May 2012 by and between ABC and the Fairfax County Park Authority ("FCPA") for a charitable exempt purpose use, as amended ("the FCPA Lease"). SCG further acknowledges that ABC has informed it that it has the right under the FCPA Lease to terminate such leasehold interest held by FCPA as to the Land upon sixty (60) days advance notice. Prior to the conveyance of the Ground Lease, SCG agrees not to commit or undertake any action with respect to the Land which will impede or interfere with the rights of FCPA under the FCPA Lease Agreement. A copy of the FCPA Lease Agreement is attached to this Agreement as an exhibit.
9. **Representations and Warranties.** SCG and ABC each respectively represent and warrant to each other that they each have the requisite capacity to enter into this Agreement, that each have the full and unconditional right, power, and authority to enter into, execute, acknowledge and deliver this Agreement to the other, and that each person signing this Agreement on behalf of the party to this Agreement has the lawful authority to contract on behalf of such party. Neither party to this Agreement is a party to any other agreement or legally binding commitment which impedes, restricts, or prohibits the undertakings of each party as stated in this Agreement.
10. **Assignment.** SCG shall not assign its rights under this Agreement except that SCG may without the consent of ABC, albeit on not less than ten (10) days' prior notice to ABC, assign its rights under this Agreement to an entity controlled, operated, or managed by SCG for the sole purpose of acquiring ownership of, and for developing, constructing, leasing, managing, and syndicating equity ownership of the Residential Condominium.
11. **Notice.** Any notice permitted or required to be given pursuant to the Agreement shall be in writing and may be delivered in person, by hand, via United States Postal Service certified

mail, return receipt requested, or by any recognized overnight delivery service which generates and preserves a written record of the time, date, and the identity of the recipient of its deliveries. In the absence of a contrary written directive from one party to the other party, which directive shall be delivered in accord with the provisions of this section, each party may rely upon the following addresses for the delivery of all such notices. The date of the delivery of a notice shall be, in the case of delivery by hand, the date of delivery; or, in the case of a delivery by certified mail or overnight courier, one (1) business day after the date of posting of the notice with the United States Postal Service or its entrustment to recognized overnight delivery service, as the case may be.

If to SCG:

SCG Development, LLC
8245 Boone Boulevard
Suite 640
Tysons Corner, Virginia 22182
Attn: Stephen P. Wilson, President

with a copy to:

Klein Homig LLP
1325 G Street NW, Suite 770
Washington, DC 20005
Attn: Erik T. Hoffman, Esquire

If to ABC:

Arrowbrook Centre, LLC
459 Herndon Parkway
Suite 14
Herndon, Virginia 20170
Attn: Jeffrey J. Fairfield, Manager

with a copy to:

Catherine P. Whelan, Esquire
530 Old Post Road # 3
Greenwich, Connecticut 06830

12. **Default.** Any default in the performance of the duties and obligations of each party under

this Agreement may be redressed through any remedy available at law or equity for breach of contract. In addition, if ABC breaches any obligation imposed upon it under section 7 of this Agreement, and fails to cure such breach during a period of ten (10) days following the delivery of notice of same from SCG, then SCG may, at its option, either (1) assert any remedy available at law or equity, including specific performance, or (2) terminate this Agreement by notice to ABC whereupon the Title Company shall return the Deposit to SCG, and neither ABC nor SCG will have any further obligation or liability to the other under this Agreement except for those obligations and liabilities which expressly survive the termination of this Agreement.

13. **Brokerage.** The parties acknowledge that ABC is represented in this Ground Lease transaction by the real estate brokerage firm of Farms & Acreage, Inc., 2407 Columbia Pike, Suite 200, Arlington, Virginia 22204, and that there is no other real estate broker involved with this Ground Lease transaction. ABC acknowledge that it will be solely responsible for the payment of a leasing commission due Farms & Acreage, Inc. on the conveyance of the Ground Lease and that it will pay such commission at Closing pursuant to the terms of a separate agreement. ABC hereby indemnifies and holds SCG harmless from any liability for such commission.

14. **Workforce Housing Units (WDUs).** SCG acknowledges that ABC has disclosed that the Land Bay D2 Site Plan provides for re-location and transfer to, and the incorporation within, the Residential Condominium of eighteen (18) Workforce Housing Units (WDUs) which would have otherwise been required to be located in the multi-family residential buildings planned for development on the land bays denoted as Land Bay D1 and Land Bay C2, each of which share a common boundary with the Land, and which land bays are either now owned, or were previously owned, by ABC, pursuant to the applicable provisions of certain zoning proffers dated 12 January 2018 executed by ABC in a proffered condition amendment application filed with the County in PCA 2002-HM-043-03 and approved by the Fairfax County Board of Supervisors on 23 January 2018. Moreover, SCG acknowledges that ABC intends to pursue with the County land use entitlements for another land bay it owns, Land Bay B2, which may require additional WDUs pursuant to the aforesaid zoning proffers unless relocated to Building D2. SCG agrees that ABC may seek to amend the Land Bay D2 Site Plan to accomplish the

re-location and transfer of as many as five (5) WDUs from Land Bay B2 to the Residential Condominium. SCG further agrees and acknowledges that as many as twenty-five (25) of the dwelling units in the Residential Condominium will be designated as Workforce Housing Units (WDUs) as may be necessary for the re-location of the WDUs otherwise required for the multi-family residential developments approved on Land Bays D1, C2, and B2 ("the On-Site Relocated WDUs") exclusive however of the number of WDUs required by the zoning proffers due to the total number of dwelling units, less the On-Site Relocated WDUs, located in the Residential Condominium. SCG agrees to refrain from taking any action which would cause the duration of the term of rent control imposed on any of the dwelling units in the Residential Condominium by the applicable terms of the County's WDU Policy beyond the maximum number of years for such rental control (currently 50 years for rental apartments) prescribed in the County's policy. If the County adopts a policy or procedure which permits the re-location and transfer of WDUs required in multi-family residential developments on land not presently or formerly owned by ABC to Building D2 ("the Off-Site WDUs"), then ABC agrees to accommodate such re-location and transfer of the Off-Site WDUs to the Residential Condominium but only upon such terms and conditions as ABC and SCG shall agree.

15. **Miscellaneous.** This Agreement is subject to the following additional conditions each of which is an integral part of this Agreement:

- (1.) The dates prescribed for the performance of this Agreement are deemed to be material and are an integral part of the bargain. **Time is of the essence in the performance of the Agreement.** For purposes of this Agreement, the term "day" refers to the continuous twenty-four (24) hour period commencing at midnight and includes both a day which is a business day and not a business day. For purposes of this Agreement, a "business day" is a day which is not a Saturday, Sunday, or a holiday from the transaction of state business pursuant to the provisions of § 2.2-3300 of the 1950 Code of Virginia, as amended, or any successor provision subsequently enacted or re-codified. The Effective Date of this Agreement is the date appearing in the first paragraph of this Agreement.
- (2.) SCG and ABC each stipulate that the recitals appearing at the beginning of this

Agreement are materially true and accurate, to the best of their knowledge and belief.

- (3.) The provisions of this Agreement are interdependent and non-severable. If any provision shall be deemed unlawful, the entire agreement shall be unenforceable *provided however* that if this Agreement may be enforced, without benefit of the provision severed, and without frustrating or defeating the intention of the parties as expressed in this Agreement as a whole, then in such limited instance this Agreement shall nevertheless survive and be enforced without benefit of the provision so severed.
- (4.) This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia. Notwithstanding such fact, however, SCG and ABC acknowledge and stipulate that integration of this Agreement is the product of a collaborative effort between them and that the rule of contract construction by which any ambiguity in its expression is construed against the interest of the draftsman of the document shall not apply or affect any issue or question relating to the construction or interpretation of this Agreement.
- (5.) This Agreement embodies the entire agreement and understanding between the parties. Every prior oral and written, and contemporaneous written, promise, undertaking, and expression of the parties is recited in full in this agreement. No oral promise, statement, or expression which is in conflict with the terms and conditions of this Agreement shall be binding upon the parties.
- (6.) No amendment to this Agreement shall be legally binding and effective unless in writing and signed by SCG and ABC.
- (7.) No conduct by a party, including silence, inaction, or a waiver, whether implied or express, taken after the occurrence of a default by another party in the performance of its obligations imposed by this Agreement shall operate to bar or preclude, or be deemed a waiver of, the right of the party to insist upon strict performance of such

other party's obligations under this Agreement on a future or subsequent occasion, and to assert and enforce any remedy available for such default.

- (8.) This Agreement and its terms shall inure to the benefit of, and they shall be fully binding on, the permitted and respective assigns, grantees, and successors of the parties to this Agreement.
- (9.) This Agreement is being executed in two (2) counterparts, each of which shall be deemed an original but all of which shall constitute but one contract.

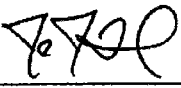
IN WITNESS WHEREOF, SCG and ABC have executed this Agreement, and placed their respective hands and seals, on this Agreement, as of the date indicated next to their signatures.

[THIS REST OF THIS PAGE IS INTENTIONALLY BLANK;

NOTARIAL ATTESTATIONS OF THE SIGNATORIES FOLLOW]

Optionor/ABC:


ARROWBROOK CENTRE, LLC
a Virginia limited liability company

By: 
Jeffrey J. Fairfield
Manager

Date: 9-13-18

Optionee/SCG:


SCG DEVELOPMENT PARTNERS, LLC
a Delaware limited liability company

By: 
Name: Stephen P. Wilson
Title: President

Date: 9/13/18

Agreed Upon Behalf of the Escrow Agent:

Stewart Title and Escrow
10505 Judicial Drive, #300
Fairfax, VA 22030

By: 
Name: Mark Fitzben
Title: Sr. VP.

Date: 10/4/18

GROUND LEASE REVIEW CHECKLIST

GROUND LESSOR	
GROUND LESSEE	
LEASE DATE	
REVIEW DATE	

ITEM	SUBJECT MATTER	REQUIREMENTS	REVIEWER COMMENTS
1.	Recorded	Ground Lease must be recorded among of the official land records of the applicable jurisdiction	
2.	Full Force and Effect	The Ground Lease must be in full force and effect.	
3.	Term of Lease	<input type="checkbox"/> For a partially- or non-amortizing Mortgage Loan, the remaining term of the Ground Lease, at the time of the Mortgage Loan origination, must be at least thirty (30) years. <input type="checkbox"/> For a fully-amortizing Mortgage Loan, the Ground Lease term may expire any time on or after the Mortgage Loan maturity date.	
4.	Subordination to Leasehold Mortgage	<input type="checkbox"/> Any existing mortgage on the fee estate of the Ground Lessor must be subordinate to the leasehold estate of the Ground Lessee under the Ground Lease. <input type="checkbox"/> Ground Lease must prohibit the Ground Lessor from mortgaging the fee estate at a later date unless there is an express subordination of the Ground Lessor's fee mortgage to the Ground Lessee's interest under the Ground Lease.	
5.	Subordination to Fee Estate	Ground Lease must prohibit the Ground Lessee from subordinating its leasehold estate to a subsequent mortgage of the fee obtained by the Ground Lessor.	
6.	Non-Merger Clause -	The Ground Lease must contain a non-merger clause (i.e., a clause which provides that the Ground Lease	

ITEM	SUBJECT MATTER	REQUIREMENTS	REVIEWER COMMENTS
		does not terminate as to the Leasehold Mortgagee because of conveyance of the Ground Lessee's leasehold interest to the Ground Lessor or conveyance of the Ground Lessor's interest to the Ground Lessee).	
7.	Assignability	<p>Both the Ground Lessee's leasehold estate and the Ground Lessee's option to purchase the fee interest in the land (if any) must be assignable or transferable without the consent of the Ground Lessor.</p> <p>If assignment or transfer is limited, Ground Lease must permit assignment or transfer to the Leasehold Mortgagee and permit assignment or transfer by the Leasehold Mortgagee (after a foreclosure or a deed in lieu of foreclosure) to a purchaser at a foreclosure sale (other than the Leasehold Mortgagee) without the Ground Lessor's consent.</p>	
8.	Leasehold Mortgage Authorized	The Ground Lease must authorize a mortgage lien, and evidence must be provided which demonstrates that any consent, approval, or other action required under the Ground Lease in connection with the lien has been obtained or taken.	
9.	Notice and Cure -	The Ground Lease must provide for written notice of default from the Ground Lessor to the Leasehold Mortgagee and a reasonable time (in addition to the time given to the Ground Lessee) and opportunity for the Leasehold Mortgagee to cure any default under the Ground Lease that may allow the Ground Lessor to terminate the leasehold, including, in the case of a default that can be cured by the Leasehold Mortgagee only by obtaining possession, a sufficient period of time for the Leasehold Mortgagee to obtain possession.	
10.	Inability to Cure Default; New Lease	The Ground Lease must not contain any obligations or requirements that	

ITEM	SUBJECT MATTER	REQUIREMENTS	REVIEWER COMMENTS
		<p>the Leasehold Mortgagee could not cure, such as the Ground Lessee's bankruptcy, condemnation or casualty loss, or a change in management.</p> <p>The Ground lease must contain</p> <ul style="list-style-type: none"> <input type="checkbox"/> a provision that prohibits the ground lessor from terminating the Ground Lease based on defaults personal to the Borrower (such as a voluntary bankruptcy filing) or based on defaults that the Lender is not able to cure or <input type="checkbox"/> if such a provision is not present in the Ground Lease, the Ground Lease must contain a provision that requires ground lessor to enter into a new Ground Lease with the Lender on the same terms as the original Ground Lease; 	
11.	Condemnation/ Casualty Payments	<p>The Ground Lease must permit, payment to the Leasehold Mortgagee of any condemnation award to which the Ground Lessee is entitled. This payment must not be less than the total award minus the value of the remainder interest in the land considered as unimproved. In the event of a partial taking, the Ground Lease must permit (and the Mortgage Loan must require) the Ground Lessee to rebuild and restore the improvements on the mortgaged premises unless the Leasehold Mortgagee consents to distribution of the proceeds. In that event, the proceeds must be applied first toward reduction of the Mortgage Loan.</p>	
12.	Foreclosure	<p>The Ground Lease must provide for the Leasehold Mortgagee's right to foreclose without Ground Lessor consent and acquire the lease in its own name or in the name of a nominee upon foreclosure or assignment in lieu of foreclosure.</p>	
13.	Rent Escalation	<p>If the Ground Lease contains an</p>	

ITEM	SUBJECT MATTER	REQUIREMENTS	REVIEWER COMMENTS
		<p>escalator clause, the increase in rent may not cause the Debt Service Coverage Ratio applicable to the Mortgage Loan to fall below the Debt Service Coverage Ratio used in the calculation of the loan amount. In particular, the Ground Lease must not contain rent escalation provisions based on changes in the cost of living.</p>	
14.	Amendment/Modification	<p>The Ground Lease must provide that it cannot be amended, modified, cancelled or terminated without the consent of the Leasehold Mortgagee.</p>	
15.	Surrender	<p>The Ground Lease must provide that the Ground Lessor agrees not to accept a voluntary surrender or termination of the Ground Lease at any time when the leasehold estate is encumbered by the Mortgage Loan.</p>	
16.	Exercise of Option	<p>If the Ground Lease contains a renewal option or an option to purchase, the Leasehold Mortgagee must have the right to receive notice from the Ground Lessor in the event the Ground Lessee fails to exercise the option and, for 30 days thereafter, to exercise the option itself (in which event, if the option is exercised, the Mortgage loan will become a first lien on the fee estate).</p>	
17.	Personal Liability	<p>The Leasehold Mortgagee must not have personal liability under the lease, at least until it becomes a mortgagee in possession or the tenant under a new lease.</p>	
18.	Use Restrictions	<p>The Ground Lease must not contain any unreasonable restriction on the use of the real property and must permit the Ground Lessee to use the Property for multifamily housing.</p>	
19.	Restoration after Destruction or Condemnation -	<p>In the event of a partial casualty or condemnation, the Ground Lease must provide that it cannot be terminated and that the insurance proceeds or condemnation award will be paid to the Leasehold Mortgagee or an insurance trustee to be used to restore the improvements.</p>	
20.	Subletting	<p>The Ground Lease must permit the</p>	

ITEM	SUBJECT MATTER	REQUIREMENTS	REVIEWER COMMENTS
		Ground Lessee to sublet the premises without unreasonable restrictions.	
21.	Improvements	The Ground Lease must provide that all Improvements belong to the Ground Lessee and that the Ground Lessee has the right to alter, improve and modify the Improvements without the Ground Lessor's consent.	
22.	Extension Options	The Ground Lease must contain a provision that requires the Ground Lessor to give the Leasehold Mortgagee notice of the Ground Lessee's failure to exercise any Ground Lease extension options and permits the Leasehold Mortgagee the right to exercise any such Ground Lease extension rights notwithstanding expiration of such rights following the Ground Lessee's failure to do so.	
23.	Estoppel Certificate	<p>The Ground Lease must obligate the Ground Lessor to provide "estoppel" certificates when requested by a lender.</p> <p>The Estoppel Certificate must:</p> <ul style="list-style-type: none"> <input type="checkbox"/> confirm that Ground Lessor consents to the Mortgage Loan, <input type="checkbox"/> identify the terms of the Ground Lease <input type="checkbox"/> identify all documents evidencing the Ground Lease, <input type="checkbox"/> certify that there have been no unapproved changes in the Ground Lease, <input type="checkbox"/> confirm that the Ground Lease is in full force and effect, <input type="checkbox"/> confirm that there are no known defaults, and no defaults pending under the terms of the Ground Lease (and no conditions existing which but for the passage of time or the giving of notice would result in a default under the Ground Lease), <input type="checkbox"/> confirm the date through which rent has been paid. <input type="checkbox"/> contain such other provisions as 	

ITEM	SUBJECT MATTER	REQUIREMENTS	REVIEWER COMMENTS
		may be necessary to satisfy any requirement that is not already contained in the Ground Lease.	
24.	Cross-Default -	The Security Instrument must provide that a default under the Ground Lease is a default under the Security Instrument.	
25.	Title Policy	An ALTA Leasehold Loan Policy or an ALTA Loan Policy with a CLTA 107.5 endorsement must be obtained. The policy must: (a) insure the Ground Lessee's interest and the Ground Lessee's option (if any) to purchase the fee interest in the related land; (b) insure that the lease is not subordinate to any lien or encumbrance other than the mortgage loan, and (c) otherwise satisfy other Fannie Mae title policy requirements.	

LEASE AGREEMENT

THIS LEASE AGREEMENT, referred to as "the Agreement" or "this Agreement", is made on this 1st day of May, 2012, by and between **ARROWBROOK CENTRE, LLC**, a Virginia limited liability company, referred to as "Lessor"; and the **FAIRFAX COUNTY PARK AUTHORITY**, a body politic established by ordinance of Fairfax County, Virginia, pursuant to state enabling legislation, referred to as "Lessee".

Recitals

1. Lessor is the wholly owned subsidiary of The Ruth and Hal Launders Charitable Trust, a tax-exempt private foundation pursuant to the tax regulations set forth in Part II of Subchapter F, Chapter 1, and Subchapter A of Chapter 42 of the Internal Revenue Code of 1986, as amended ("the Code").
2. Lessee is a governmental entity and owns and operates, *inter alia*, within the geographic limits of the county, a public park facility commonly known as Frying Pan Farm Historical Park, exclusively for public purposes ("Frying Pan Farm Park").
3. Lessor owns certain real property located in Dranesville Magisterial District, Fairfax County, Virginia ("County"), denoted as Parcel 3A, Arrowbrook Centre, as more fully described in a certain Deed of Division dated 4 November 2010 and recorded on 8 November 2010 in Deed Book 21355 at page 373 among the land records of the County ("Parcel 3A"). A legal description of Parcel 3A is contained in the Schedule attached to this Agreement. A plat of Parcel 3A is also attached as an exhibit to this Agreement.
4. Parcel 3A is unimproved land except for street and sidewalk improvements commonly referred to as Arrowbrook Centre Drive and Field Point Road and its adjacent and parallel sidewalks, in addition to the gravesite of Mr. and Mrs. Joseph H. Launders.

5. A portion of Parcel 3A was formerly dedicated to an agricultural use and includes land which was largely used in the past for grazing cattle. From time to time over the past few years Lessee has, with the knowledge and consent of Lessor, entered upon portions of unimproved land owned by Lessor, or its predecessor, for the purpose of harvesting hay to be used to feed livestock at Frying Pan Farm Park. Such use and occupancy of the land owned by Lessor, or by its predecessor, has never been documented by a written lease agreement.

6. Lessor and Lessee wish to enter into this Agreement for the purpose of formalizing the aforesaid use of the Lessor's land for harvesting hay for use in feeding livestock at Frying Pan Farm Park.

NOW THEREFORE, in consideration of the mutual promises and undertakings expressed in this Agreement, in addition to other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. Acknowledgment of Recitals.

The parties to this Agreement stipulate to the material accuracy of the recitals and such are hereby incorporated into this Agreement.

II. Scope and Term of Lease.

Lessor does hereby lease and demise unto Lessee, and Lessee does hereby take and accept from Lessor, a leasehold estate in that portion of Parcel 3A not improved with streets, sidewalks, or the gravesite of Mr. and Mrs. Joseph H. Launders. The area of the leasehold estate granted to Lessee is outlined in red on the plat attached to this Agreement. The term of such leasehold estate shall commence on 1 May 2012 and shall end on 30 April 2013. The term of the leasehold estate, however, shall automatically be extended and renewed for successive periods of one (1) year each, commencing on the first day of May of 2013 and each succeeding year, unless either party notifies the other party of its intention not to extend the term of such leasehold estate, and which notice must be given to the other party no later than sixty (60) days prior to the end of the term of the leasehold estate.

III. Rent.

No rent shall be due for the leasehold estate conveyed by this Agreement. To the extent rent is required for the leasehold estate to be legally binding between the parties, it is agreed the annual rent shall be One Dollar and No Cents (\$1.00), the receipt of which is hereby acknowledged by Lessor.

IV. Use.

The use granted to Lessor by this Agreement shall be exclusive as to Lessee, but it shall be limited to the use, occupancy, and possession of the portion of Parcel 3A subject to the terms of this Agreement and for the sole and limited purpose of harvesting grass, hay, or other vegetation for use in feeding livestock located at Frying Pan Farm Park and exhibited for a public purpose in accordance with the Lessee's exempt governmental purpose. Lessee may engage in any other use incidental to the foregoing described primary use as long as such is lawful and not in contravention of the express terms of this Agreement. Lessee shall enter upon and gain access to the portion of Parcel 3A subject to the leasehold granted by this Agreement via the established street abutting such land known as Arrowbrook Centre Drive and accessible via Centreville Road. At such time as the entrance to Field Point Road from Sunrise Valley Drive is open for public usage, Lessee may access the portion of Parcel 3A subject to this leasehold estate by means of Field Point Road. Lessee shall not damage any portion of the improvements consisting of street, curb or sidewalk in the course of its use authorized by this Agreement. Nothing in this Agreement shall serve to impose any liability upon Lessee for its failure to mow any of the portion of Parcel 3A subject of the leasehold estate should Lessee because of weather, labor shortages, mechanical breakdowns or other causes be unable to harvest hay on a periodic basis during the term of the leasehold estate granted by this Agreement. Lessee does not by this Agreement assume or accept any duty or obligation to mow any areas of the portion of Parcel 3A subject to the leasehold estate granted by this Agreement.

V. Lessor's Negative Covenant.

Lessor agrees not to lease, market, sell, develop, or otherwise improve any portion of Parcel 3A which is subject to the leasehold estate granted by this Agreement at any time during its initial term or any extension thereof in accord with this Agreement.

VI. Notices.

Except as otherwise expressly provided herein, any notice permitted or required to be given pursuant to this Agreement shall be in writing and may be delivered in person, by hand, via United States Postal Service certified mail, return receipt requested, or by any recognized overnight delivery service which generates and preserves a written record of the time, date, and recipient of its deliveries. In the absence of a contrary written directive from one party to the other party, which directive shall be delivered in accord with the provisions of this section, each party may rely upon the following addresses for the delivery of all such notices. The date of the delivery of a notice shall be, in the case of delivery by hand, the date of delivery; or, in the case of a delivery by certified mail or overnight courier, one (1) business day after the date of posting of the notice with the United States Postal Service or its entrustment to a recognized overnight delivery service.

If to Lessor:

Arrowbrook Centre, LLC
459 Herndon Parkway
Suite 14
Herndon, Virginia 20170

or

✧ P. O. Box 546
Herndon, Virginia 20172-0546
Attn: Jeffrey J. Fairfield, Co-Manager

If to Lessee:

Fairfax County Park Authority
12055 Government Center Parkway
9th Floor
Fairfax, Virginia 22035
Attn: Director

with a copy to:

Office of the County Attorney
County of Fairfax
12000 Government Center Parkway
Room 549
Fairfax, Virginia 22035
Attn: County Attorney

VII. Other Provisions.

A. Neither Lessor nor Lessee may assign its rights or obligations under this Agreement without the prior written consent of the other. Nevertheless, all of the rights, responsibilities and obligations of the parties as expressed in this Agreement shall be fully binding upon, and enforceable against, their respective grantees, assigns, and successors-in-interest.

B. The Agreement shall be governed by the laws of the Commonwealth of Virginia.

C. The Agreement embodies the entire agreement and understanding between the parties. No oral promise, statement, or expression which is in conflict with the terms and conditions of the Agreement shall be binding upon the parties.

D. No amendment to the Agreement shall be legally binding and effective unless in writing and signed by each of the parties hereto. In the event any such written amendment is signed by the parties, its provisions shall prevail and control over any contrary provision expressed in this document.

E. Each of the parties to the Agreement shall execute such other and further written assurances as may be reasonably necessary to the exercise, execution, and performance of the respective rights and obligations of the parties arising under this Agreement.

F. The Agreement is being executed in three (3) counterparts, each of which shall be deemed an original but all of which shall constitute but one contract.

IN WITNESS WHEREOF, the parties have executed this Agreement, and placed their respective hands and seals, on this Agreement, as of the date indicated next to their signatures.


[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

Lessor:

ARROWBROOK CENTRE, LLC
a Virginia limited liability company

By: 

Jeffrey J. Fairfield
Co-Manager

By: 

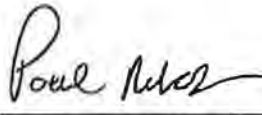
Jerome L. Lonnes
Co-Manager

Lessee:

FAIRFAX COUNTY PARK AUTHORITY

By: 

Name: Tawny Hammond
Title: General Manager, Frying Pan Farm Park, Fairfax County Park Authority

By: 

Name: Paul Nicholson
Title: Farm Manager, Frying Pan Farm Park, Fairfax County Park Authority

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N 62° 37' 35" W for a distance of 162.66 feet to a point; Thence

S 27° 22' 25" W for a distance of 609.00 feet to a point; Thence

S 62° 37' 35" E for a distance of 383.90 feet to the beginning of a curve,

Thence along said curve for 27.33 feet and turning to the left through an angle of 15° 39' 38", having a radius of 100.00 feet, and whose long chord bears S 70° 27' 24" E for a distance of 27.25 feet to the beginning of a non-tangential curve;

Thence along said curve for 63.80 feet and turning to the right through an angle of 17° 32' 00", having a radius of 208.50 feet, and whose long chord bears S 69° 31' 13" E for a distance of 63.56 feet to a point of intersection with a non-tangential line; ;
Thence

N 36° 17' 58" E for a distance of 78.59 feet to the beginning of a non-tangential curve,

Thence along said curve for 77.29 feet and turning to the right through an angle of 15° 42' 14", having a radius of 282.00 feet, and whose long chord bears S 51° 18' 31" E for a distance of 77.05 feet to a point of intersection with a non-tangential line; ;
Thence

N 46° 32' 36" E for a distance of 49.55 feet to the beginning of a non-tangential curve,

Thence along said curve for 44.32 feet and turning to the left through an angle of 08° 21' 11", having a radius of 304.00 feet, and whose long chord bears N 42° 22' 01" E for a distance of 44.28 feet to the beginning of a non-tangential curve;

Thence along said curve for 211.92 feet and turning to the right through an angle of 50° 35' 34", having a radius of 240.00 feet, and whose long chord bears N 63° 29' 13" E for a distance of 205.10 feet to the beginning of a non-tangential curve;

Thence along said curve for 121.08 feet and turning to the left through an angle of 38° 32' 26", having a radius of 180.00 feet, and whose long chord bears N 69° 30' 47" E for a distance of 118.81 feet to a point of intersection with a non-tangential line in the westerly right of way of Centreville Road, Virginia Route 657; Thence with the right of way of Centreville Road the following:

S 36° 04' 46" W for a distance of 11.02 feet to a point; Thence

S 42° 21' 46" W for a distance of 100.42 feet to a point; Thence

S 36° 47' 41" W for a distance of 72.56 feet to a point; Thence

N 52° 09' 57" W for a distance of 16.49 feet to a point; Thence

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S 38° 48' 06" W for a distance of 61.32 feet to a point; Thence

S 52° 09' 57" E for a distance of 18.64 feet to a point; Thence

S 36° 47' 41" W for a distance of 109.15 feet to the beginning of a non-tangential curve,

Thence along said curve for 9.01 feet and turning to the right through an angle of 00° 35' 23", having a radius of 875.00 feet, and whose long chord bears S 38° 18' 45" W for a distance of 9.01 feet to the beginning of a non-tangential curve;

Thence along said curve for 32.75 feet and turning to the right through an angle of 50° 29' 59", having a radius of 37.16 feet, and whose long chord bears S 64° 07' 16" W for a distance of 31.70 feet to a point of intersection with a non-tangential line; Thence

S 43° 39' 07" W for a distance of 146.59 feet to the beginning of a non-tangential curve;

Thence along said curve for 37.02 feet and turning to the right through an angle of 45° 30' 41", having a radius of 46.61 feet, and whose long chord bears S 25° 45' 20" W for a distance of 36.06 feet to a point of intersection with a non-tangential line;

S 50° 21' 38" W for a distance of 275.96 feet to the beginning of a curve;

Thence along said curve for 94.53 feet and turning to the left through an angle of 03° 41' 46", having a radius of 1465.38 feet, and whose long chord bears S 48° 30' 45" W for a distance of 94.51 feet to a point of intersection with a non-tangential line; Thence

N 42° 29' 39" W for a distance of 11.70 feet to a point; Thence

S 47° 59' 49" W for a distance of 52.25 feet to a point; Thence

S 43° 11' 18" E for a distance of 13.84 feet to the beginning of a non-tangential curve,

Thence along said curve for 59.18 feet and turning to the left through an angle of 02° 18' 50", having a radius of 1465.38 feet, and whose long chord bears S 43° 28' 10" W for a distance of 59.18 feet to a point of intersection with a non-tangential line; Thence

S 42° 18' 45" W for a distance of 41.12 feet to a point at the intersection of the northerly right of way of Sunrise Valley Drive; Thence departing Centreville Road and with Sunrise Valley Drive the following:

N 87° 23' 19" W for a distance of 47.28 feet to a point; Thence

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N 49° 06' 37" W for a distance of 67.79 feet to a point in the line of Parcel 4A of Arrowbrook Centre, I.J.C.; Thence with the said Parcel 4A the following:

N 38° 41' 34" E for a distance of 184.43 feet to a point; Thence

N 36° 14' 14" E for a distance of 76.40 feet to a point; Thence

N 18° 40' 57" E for a distance of 118.83 feet to a point; Thence

N 28° 02' 48" E for a distance of 133.18 feet to a point; Thence

N 24° 03' 25" E for a distance of 76.43 feet to a point; Thence

N 32° 24' 42" E for a distance of 35.28 feet to the beginning of a non-tangential curve; Thence

Thence along said curve for 28.38 feet and turning to the right through an angle of 28° 29' 54", having a radius of 57.07 feet, and whose long chord bears S 85° 46' 08" W for a distance of 28.09 feet to the beginning of a non-tangential curve;

Thence along said curve for 9.86 feet and turning to the right through an angle of 10° 26' 48", having a radius of 54.09 feet, and whose long chord bears N 74° 19' 14" W for a distance of 9.85 feet to a point of intersection with a non-tangential line;

S 27° 04' 49" W for a distance of 15.33 feet to a point; Thence

S 57° 33' 22" W for a distance of 25.20 feet to a point; Thence

S 17° 37' 02" W for a distance of 8.38 feet to a point; Thence

N 72° 22' 58" W for a distance of 3.24 feet to a point; Thence

N 17° 37' 02" E for a distance of 9.60 feet to a point; Thence

N 32° 21' 01" W for a distance of 17.00 feet to a point; Thence

N 62° 37' 34" W for a distance of 9.60 feet to a point; Thence

S 27° 22' 26" W for a distance of 7.74 feet to a point; Thence

N 62° 37' 34" W for a distance of 285.50 feet to a point; Thence

N 27° 22' 26" E for a distance of 1.95 feet to a point; Thence

N 62° 37' 34" W for a distance of 26.21 feet to a point; Thence

S 27° 22' 26" W for a distance of 1.87 feet to a point; Thence

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N 62° 37' 34" W for a distance of 9.93 feet to the beginning of a non-tangential curve;

Thence along said curve for 15.36 feet and turning to the right through an angle of 35° 11' 33", having a radius of 25.00 feet, and whose long chord bears N 45° 01' 48" W for a distance of 15.12 feet to a point of intersection with a non-tangential line;

N 27° 26' 01" W for a distance of 32.85 feet to a point; Thence

N 62° 37' 35" W for a distance of 6.46 feet to a point; Thence

S 27° 22' 25" W for a distance of 6.00 feet to a point; Thence

N 62° 37' 35" W for a distance of 69.61 feet to a point; Thence

N 27° 22' 25" E for a distance of 6.47 feet to a point; Thence

N 18° 07' 13" W for a distance of 13.41 feet to a point; Thence

N 62° 32' 37" W for a distance of 86.78 feet to a point; Thence

S 72° 40' 48" W for a distance of 14.75 feet to a point; Thence

N 62° 31' 10" W for a distance of 37.26 feet to a point; Thence

S 27° 28' 50" W for a distance of 18.08 feet to the beginning of a non-tangential curve,

Thence along said curve for 36.22 feet and turning to the left through an angle of 20° 14' 51", having a radius of 102.50 feet, and whose long chord bears S 17° 14' 59" W for a distance of 36.03 feet to a point of intersection with a non-tangential line; Thence

S 07° 07' 34" W for a distance of 232.82 feet to the beginning of a curve,

Thence along said curve for 92.06 feet and turning to the left through an angle of 51° 27' 43", having a radius of 102.50 feet, and whose long chord bears S 18° 36' 17" E for a distance of 89.00 feet to a point of intersection with a non-tangential line; Thence

S 44° 20' 09" E for a distance of 38.00 feet to a point; Thence

N 45° 39' 51" E for a distance of 7.00 feet to a point; Thence

S 44° 20' 09" E for a distance of 15.08 feet to a point; Thence

S 45° 39' 51" W for a distance of 7.00 feet to a point; Thence

S 44° 20' 09" E for a distance of 22.50 feet to the beginning of a non-tangential curve;

Thence along said curve for 157.69 feet and turning to the right through an angle of 74° 58' 44", having a radius of 120.50 feet, and whose long chord bears S 06° 50' 47" E for a distance of 146.68 feet and to the **POINT OF BEGINNING** and containing 866,819 square feet or 19.89944 Acres

file: P:\project\0752\40\Survey\Work Area\Legal Descriptions\LEGAL DESCRIPTION Parcel 1A.doc

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NOTES:

1. THE MEASUREMENTS INDICATED ON THIS PLAN ARE LOCATED ON AERIAL PHOTOGRAPHS AND SURVEY DATA AND ARE CONSIDERED TO BE THE MOST ACCURATE AVAILABLE. THE MEASUREMENTS WERE OBTAINED FROM AERIAL PHOTOGRAPHS AND SURVEY DATA OBTAINED FROM THE LAND RECORDS OF FAYETTE COUNTY, VIRGINIA.
2. THIS PLAN HAS BEEN PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND DOES NOT NECESSARILY REVEAL ALL ENCUMBRANCES ON THE PROPERTY.
3. THE CONDIMNERS WORTH SHOULD SEE PRODUCT COMMENTS BASED ON VIC 83.
4. PARCELS 3 AND 4 WERE CREATED BY DEED OF BOUNDARY LINE ADJUSTMENT AS RECORDED IN DEED BOOK 18273 AT PAGE 1880 ABOVE THE LAND RECORDS OF FAYETTE COUNTY, VIRGINIA.
5. SEE (FROM PLOT 307) AT CORNER POINT WHERE AN ANGLE (*) IS SHOWN. AN ANGLE (*) DENOTES SMALL ANGLE NOT.

LINE	LINE VALUE	LENGTH
L1	582.0107	57.26'
L2	582.0107	54.78'
L3	582.0107	84.18'
L4	582.0107	114.41'
L5	582.0107	84.47'
L6	582.0107	89.81'
L7	582.0107	84.00'
L8	582.0107	84.46'
L9	582.0107	82.80'
L10	582.0107	84.47'
L11	582.0107	84.47'
L12	582.0107	84.47'
L13	582.0107	84.47'
L14	582.0107	84.47'
L15	582.0107	84.47'
L16	582.0107	84.47'
L17	582.0107	84.47'
L18	582.0107	84.47'
L19	582.0107	84.47'
L20	582.0107	84.47'
L21	582.0107	84.47'
L22	582.0107	84.47'
L23	582.0107	84.47'
L24	582.0107	84.47'
L25	582.0107	84.47'
L26	582.0107	84.47'
L27	582.0107	84.47'
L28	582.0107	84.47'
L29	582.0107	84.47'
L30	582.0107	84.47'
L31	582.0107	84.47'
L32	582.0107	84.47'
L33	582.0107	84.47'
L34	582.0107	84.47'
L35	582.0107	84.47'
L36	582.0107	84.47'
L37	582.0107	84.47'
L38	582.0107	84.47'
L39	582.0107	84.47'
L40	582.0107	84.47'
L41	582.0107	84.47'
L42	582.0107	84.47'
L43	582.0107	84.47'

LINE	BEARING	LENGTH	BEARING	LENGTH	BEARING	LENGTH
G1	24.00'	14.56'	24.00'	14.56'	24.00'	14.56'
G2	24.00'	14.56'	24.00'	14.56'	24.00'	14.56'
G3	24.00'	14.56'	24.00'	14.56'	24.00'	14.56'
G4	24.00'	14.56'	24.00'	14.56'	24.00'	14.56'
G5	24.00'	14.56'	24.00'	14.56'	24.00'	14.56'
G6	24.00'	14.56'	24.00'	14.56'	24.00'	14.56'
G7	24.00'	14.56'	24.00'	14.56'	24.00'	14.56'
G8	24.00'	14.56'	24.00'	14.56'	24.00'	14.56'
G9	24.00'	14.56'	24.00'	14.56'	24.00'	14.56'
G10	24.00'	14.56'	24.00'	14.56'	24.00'	14.56'
G11	24.00'	14.56'	24.00'	14.56'	24.00'	14.56'
G12	24.00'	14.56'	24.00'	14.56'	24.00'	14.56'
G13	24.00'	14.56'	24.00'	14.56'	24.00'	14.56'
G14	24.00'	14.56'	24.00'	14.56'	24.00'	14.56'
G15	24.00'	14.56'	24.00'	14.56'	24.00'	14.56'
G16	24.00'	14.56'	24.00'	14.56'	24.00'	14.56'
G17	24.00'	14.56'	24.00'	14.56'	24.00'	14.56'
G18	24.00'	14.56'	24.00'	14.56'	24.00'	14.56'

AREA TABULATION

ORIGINAL PARCEL 3 444,204 SQ. FT. OR 10,174.67 ACRES

ORIGINAL PARCEL 4 444,204 SQ. FT. OR 10,174.67 ACRES

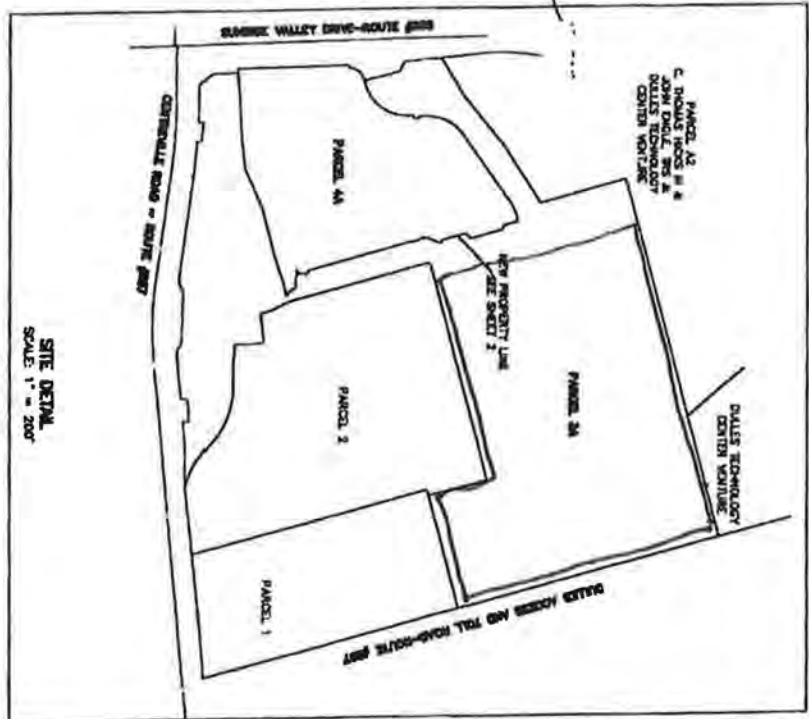
TOTAL 888,408 SQ. FT. OR 20,349.34 ACRES

AREA ADJUSTMENTS

NEW PARCEL 3A 444,204 SQ. FT. OR 10,174.67 ACRES

NEW PARCEL 3B 444,204 SQ. FT. OR 10,174.67 ACRES

TOTAL 888,408 SQ. FT. OR 20,349.34 ACRES



DATE: 2/17/2018
 TIME: 2:17 PM
 SHEET: 1 OF 2
 FILE NO: 6823-1-0-9

BOUNDARY LINE ADJUSTMENT
 OF
PARCEL 3 AND 4
ARROWBROOK CENTRE, LLC
 HANOVER MILL DISTRICT
 FAYETTE COUNTY, VIRGINIA

Patton Harris Rust & Associates
 Engineers. Surveyors. Planners. Landscape Architects.

PHR+A

208 Church Street, S.E.
 Leesburg, VA 20175
 T 703.777.3616
 F 703.777.3725

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT, referred to as “this First Amendment” is made on this 21st day of October, 2015, by and between **ARROWBROOK CENTRE, LLC**, a Virginia limited liability company, referred to as “Lessor”; and the **FAIRFAX COUNTY PARK AUTHORITY**, a body politic established by ordinance of Fairfax County, Virginia, pursuant to state enabling legislation, referred to as “Lessee”.

Recitals

1. Lessor is the wholly owned subsidiary of The Ruth and Hal Lauenders Charitable Trust, a tax-exempt private foundation pursuant to the tax regulations set forth in Part II of Subchapter F, Chapter 1, and Subchapter A of Chapter 42 of the Internal Revenue Code of 1986, as amended (“the Code”).
2. Lessee is a governmental entity and owns and operates, *inter alia*, within the geographic limits of the county, a public park facility commonly known as Frying Pan Farm Historical Park, exclusively for public purposes (“Frying Pan Farm Park”).
3. By a certain Lease Agreement dated 1 May 2012 (“the Lease”) Lessor has leased to Lessee certain real property located in Dranesville Magisterial District, Fairfax County, Virginia (“County”), denoted as Parcel 3A, Arrowbrook Centre, as more fully described in a certain Deed of Division dated 4 November 2010 and recorded on 8 November 2010 in Deed Book 21355 at page 373 among the land records of the County (“Parcel 3A”), subject to the terms, and for the uses so prescribed, in the Lease. The Lease remains in full force and effect.
4. Lessor has contracted to purchase certain real property contiguous to Parcel 3A denoted as Parcels 1 and 2, Arrowbrook Centre, as more fully described in a certain Deed of Boundary Line Adjustment dated 17 April 2007 and recorded on 20 April 2007 in Deed Book 19272 at page 1880 among the land records of the County, less and except certain portions of such parcels dedicated to the County after the recordation of the

aforesaid Deed of Boundary Line Adjustment, by deeds recorded in the chain of title, and to which reference is made ("Parcels 1 and 2").

5. Lessor also intends to enter into one or more contracts for the sale of a portion of Parcel 3A and a portion of Parcel 2 for residential development, but which contracts are not expected to close until the end of 2016 or later.

6. By this First Amendment Lessor and Lessee wish to amend the terms of the Lease (1) to expand the land area subject of the Lease to include not only Parcel 3A but also Parcel 1 and 2 effective upon the recordation of a deed vesting title to Parcel 1 and 2 in the name of Lessor, (2) to clarify that any action by Lessor to market any portion of Parcel 1, 2, or 3A for sale or to enter into any contract for the sale of Parcel 1, 2, or 3A, or any portion of any of these parcels of land, will not constitute a breach of the Lease, (3) to clarify that neither any action taken by any contract purchaser of Lessor to conduct soil geotechnical tests, nor any action taken by Lessor to cut or remove trees, shrubs, bushes, weeds or other vegetation from Parcels 1, 2, or 3A, will not constitute a breach of the Lease provided no such actions impede, limit, or restrict the ability of the Lessee to use and occupy Parcels 1, 2 and 3A for the uses and purposes described in the Lease, and (4) to provide for an early termination of the term of the Lease, as to all or any portion of the land subject of the Lease, such termination to be as of a future specified date but no earlier than 1 November 2016.

NOW THEREFORE, in consideration of the mutual promises and undertakings expressed in this Agreement, in addition to other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. Acknowledgment of Recitals.

The parties to this First Amendment stipulate to the material accuracy of the recitals, and such are hereby incorporated into this First Amendment.

II. Addition of Parcels 1 and 2 To The Area of the Lease.

Effective immediately upon the recordation among the land records of the County of Fairfax, Virginia of a deed vesting title to Parcel 1 and Parcel 2 in the name of the Lessor, the area subject of the Lease shall be expanded to include not only Parcel 3A but also all of Parcel 1 and all of Parcel 2.

III. Lessor May Conduct Certain Activities.

Lessor may market for sale any of the land subject of the Lease, and it may enter into any contract for the sale of any area of the land subject to the Lease. Lessor may also permit and allow any employees, agents, or contractors of either Lessor, or of any contract purchaser of Lessor, to enter onto, and to conduct any inspections or tests, including soil borings, test pits, and other geotechnical tests and investigations. Lessor may also cut or remove trees, shrubs, bushes, weeds or other vegetation from Parcels 1, 2, or 3A. None of the foregoing actions shall be deemed a breach of Section IV. or Section V. of the Lease, and such sections are hereby amended and modified to expressly permit and authorize Lessor to commit, or to allow the commission of, any of the foregoing described actions. Notwithstanding the foregoing, Lessor shall not act to interfere or prevent Lessee from its use and occupancy of the land subject to the Lease for the use described in Section IV. of the Lease.

IV. Early Termination of the Lease In Whole or in Part.

Section II. of the Lease is amended to permit either Lessor or Lessee, upon not less than sixty (60) days prior written notice to the other party, to terminate the term of the leasehold estate granted by the Lease, either as to all, or as to any portion, of the land subject of the Lease, effective as of a date specified in such notice but which date shall not be any earlier than sixty (60) days following the date of the delivery of such notice, or 1 November 2016, whichever occurs last. The notice given pursuant to this section shall state whether the termination of the Lease applies to the entirety of the land subject of the Lease, or to only part of such land, and if it applies only to a part of such land then such notice shall describe such part with specificity. Upon the effective date of any such termination of the Lease, whether in whole or in part, the portion of the land specified in such notice, or the entirety of the land subject to this Lease if the notice applies to the entirety, will stand free and discharged of all of the obligations of the Lease.

V. Lease Reaffirmed In All Other Respects.


The terms of this First Amendment amend and supersede all contrary provisions of the Lease. However, to the extent the other terms and conditions of the Lease are not inconsistent with the terms of this First Amendment, the Lease, as modified by this First Amendment, remains in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment and placed their respective hands and seals on this First Amendment as of the date indicated next to their signatures.


[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

Lessor:

ARROWBROOK CENTRE, LLC
a Virginia limited liability company

By: 
Jeffrey J. Fairfield
Co-Manager

Date: October 23, 2015

By: 
Jerome L. Lonnes
Co-Manager

Date: Oct. 21, 2015

Lessee: See next page for Lessee's signatures

FAIRFAX COUNTY PARK AUTHORITY

By: _____
Name: Tawny Hammond
Title: General Manager,
Frying Pan Farm Park.
Fairfax County Park Authority

Date: _____

By: _____
Name: Paul Nicholson
Title: Farm Manager
Frying Pan Farm Park.
Fairfax County Park Authority

Date: _____

Lessor:

ARROWBROOK CENTRE, LLC
a Virginia limited liability company

By: _____
Jeffrey J. Fairfield
Co-Manager

Date: _____

By: _____
Jerome L. Lonnes
Co-Manager

Date: _____

Lessee:

FAIRFAX COUNTY PARK AUTHORITY

By: *Yvonne Johnson*
Name: Yvonne Johnson
Title: General Manager,
Frying Pan Farm Park.
Fairfax County Park Authority

Date: 11-16-15

By: *Paul Nicholson*
Name: Paul Nicholson
Title: Farm Manager
Frying Pan Farm Park.
Fairfax County Park Authority

Date: 11-16-2015

**FIRST AMENDMENT TO MEMORANDUM OF AGREEMENT
AND OPTION FOR A GROUND LEASE**

THIS FIRST AMENDMENT TO MEMORANDUM OF AGREEMENT AND OPTION FOR A GROUND LEASE (this “**First Amendment**”) is made effective this 25th day of October, 2018 (the “**Effective Date**”) by and between **ARROWBROOK CENTRE, LLC**, a Virginia limited liability company (“**ABC**”) and **SCG DEVELOPMENT PARTNERS, LLC**, a Delaware limited liability company (“**SCG**”).

RECITALS:

WHEREAS, ABC and SCG are parties to that certain Memorandum of Agreement and Option for a Ground Lease dated September 13, 2018 (the “**MOA**”) regarding certain real property located in Fairfax County, Virginia, as more particularly described in the MOA; and

WHEREAS, the MOA has not been previously amended, and

WHEREAS, ABC and SCG now desire to modify and amend the MOA under the terms set forth herein.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, ABC and SCG hereby agree as follows:

1. **Recitals**. The Recitals are hereby incorporated by reference as if fully set forth herein.
2. **Capitalized Terms**. All terms used in this First Amendment but not otherwise defined herein shall have the meanings ascribed to such terms in the MOA unless the context requires otherwise.
3. **Amendment**. The MOA is amended as follows:

Paragraph (2.) of Section 6. is amended to delete the date “2 November 2018” in its first sentence and to insert in its place the date “14 December 2018”.
4. **Miscellaneous**.
 - a. **Confirmation and Reaffirmation**. ABC and SCG hereby confirm and reaffirm the MOA as modified herein.
 - b. **Full Force and Effect**. Except as amended hereby, the MOA shall remain in full force and effect.

c. Counterparts. This First Amendment may be executed in one or more counterparts, and all such counterparts shall constitute one and the same document and is binding on ABC and SCG even if all parties have not executed the same counterpart.

d. Governing Law. This First Amendment shall be governed by the law of the Commonwealth of Virginia.

e. Electronic Execution. This First Amendment may be signed and transmitted by electronic means and the signature of any person on an electronically transmitted copy hereof shall be considered an original signature and have the same binding effect as an original signature on an original document. No party hereto may raise the fact that any signature was transmitted through electronic means as a defense to the enforcement of this First Amendment or any amendment hereto or other document executed in connection with the transaction contemplated by this First Amendment.

ABC:

ARROWBROOK CENTRE, LLC
a Virginia limited liability company




By: _____
Jeffrey J. Fairfield
Manager

Date: October 25, 2018

SCG:

SCG DEVELOPMENT PARTNERS, LLC
a Delaware limited liability company

By:  _____
~~Stephen P. Wilson~~ Stephanie
~~President~~ Marcus
Vice President

Date: 11/2/18

**SECOND AMENDMENT TO MEMORANDUM OF AGREEMENT
AND OPTION FOR A GROUND LEASE**

THIS SECOND AMENDMENT TO MEMORANDUM OF AGREEMENT AND OPTION FOR A GROUND LEASE (this “**Second Amendment**”) is made effective on this 13th day of March, 2019 (the “**Effective Date**”) by and between **ARROWBROOK CENTRE, LLC**, a Virginia limited liability company (“**ABC**”) and **SCG DEVELOPMENT PARTNERS, LLC**, a Delaware limited liability company (“**SCG**”).

RECITALS:

WHEREAS, ABC and SCG are parties to that certain Memorandum of Agreement and Option for a Ground Lease dated September 13, 2018, as amended, (the “**MOA**”) regarding certain real property located in Fairfax County, Virginia, as more particularly described in the MOA; and

WHEREAS, the MOA was previously amended by means of a First Amendment to Memorandum of Agreement and Option for a Ground Lease dated October 25, 2018, and

WHEREAS, ABC and SCG now desire to modify and amend the MOA under the terms set forth herein.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, ABC and SCG hereby agree as follows:

1. **Recitals**. The Recitals are hereby incorporated by reference as if fully set forth herein.
2. **Capitalized Terms**. All terms used in this Second Amendment but not otherwise defined herein shall have the meanings ascribed to such terms in the MOA unless the context requires otherwise.
3. **Amendment**. The MOA is amended as follows:
 - a. Section 3. is deleted in its entirety and the following new Section 3. is inserted in its place to read as follows:

“3. **Option for SCG to Ground Lease the Land**. ABC hereby grants SCG an option to lease the Land for an extended term not to exceed ninety-nine (99) years (“the Ground Lease”). In consideration of its conveyance of the Ground Lease, SCG will pay to ABC, at Closing, the sum of \$5 million of which the Deposit will be a part. The parties agree that \$4.5 million of the \$5 million payment is allocated as rent for the Land with \$2,676,000 of such sum allocated

to the Land which will be used to develop the Residential Condominium, as such term is hereafter defined, and \$1,824,000 of such sum allocated to the Land which will be used to develop the Retail Condominium, as such term is hereafter defined, and the balance of \$500,000 as reimbursement for expenses incurred by ABC for legal, architectural, and engineering, and related professional services together with permit fees and costs (“the Soft Costs”) necessary to secure approval of the Land Bay D2 Plan and the Land Bay D2 Site Plan, as such terms are defined in this section. The Ground Lease will be subject to the following terms and conditions each of which shall be a covenant of the Ground Lease:

(1.) SCG will, at its sole expense, promptly proceed to construct Building D2 to include both its residential and retail components. The architectural design and footprint of Building D2 will be consistent with the Land Bay D2 Plan as finally determined in Fairfax County Site Plan Application 1504-SP-009 (“the Land Bay D2 Site Plan”) except that SCG may, at its election, reduce the number of stories from seven (7) to six (6) floors consisting of the concrete retail podium plus five (5) stories of frame construction and reduce the number of dwelling units to 274. Upon the final completion of construction, SCG will convey to ABC, in consideration of a one-time payment of \$4.5 million made by ABC to SCG, the retail portion of Building D2 comprised of not less than 36,000 gross rentable square feet, constructed and delivered as a cold lit shell including a concrete slab foundation plus a sufficient number of vents and grease pits to accommodate up to 12,000 gross rental square feet of retail area suitable for restaurant use (“the Retail Condominium”). The Retail Condominium will also include at least 49 parking spaces within the above-grade garage which is part of Building D2, such spaces to be segregated as a separate and dedicated retail parking area reserved exclusively for patrons of retail tenants and accessible through its own dedicated entrance. Prior to the issuance of any residential occupancy permit for any portion of Building D2, SCG will, at its sole expense, cause to be established a condominium regime for Building D2 comprised of one or more condominium units encompassing the residential area of Building D2 including its associated amenities, leasing areas, and exclusive residential parking (“the Residential

Condominium”) and the Retail Condominium comprised of the retail use area described above and its associated reserved and exclusive retail parking. At such time as these condominium units are established, SCG and ABC will enter into a written stipulation confirming that (i) SCG owns a leasehold interest only in the Residential Condominium in accord with the terms of the Ground Lease and that ABC retains the reversion in the Residential Condominium following expiration of the Ground Lease, and (ii) ABC owns the Retail Condominium in fee simple absolute with the Ground Lease having been extinguished by the merger of the Ground Lease and the reversionary interest in the Retail Condominium. SCG will convey the Retail Condominium to ABC as a condominium unit consisting a separate parcel of real property in Building D2 subject to such cross-easements as may be necessary and appropriate for the convenient use, occupancy, and enjoyment of the Residential Condominium and the Retail Condominium. SCG shall convey the Retail Condominium to ABC free and clear of all liens and encumbrances, and no portion of the Retail Condominium shall be subject either (1) to the lien or encumbrance of any mortgage or other financing arrangement contracted or incurred to underwrite the construction of Building D2 or (2) to the lien of any permanent mortgage or other financing contracted or incurred to finance the construction, development, or leasing of the residential portion of Building D2;

- (2.) SCG will, at its sole expense, construct all necessary site infrastructure improvements required by the terms of the Land Bay D2 Site Plan in addition to the dry utility facilities necessary for the convenient use, occupancy, and enjoyment of Building D2 including the Retail Condominium. In addition, SCG will, at its sole expense, construct the following street segments in addition to their appurtenant sidewalks and streetscape: Fairfield Ridge Avenue along its frontage with Land Bay D2 and Silver Arrow Way along its frontage with Land Bay D2. SCG will also, at its sole expense, install and construct below grade and within the limits of Fairfield Ridge Avenue and Silver Arrow Way electrical and natural gas utility transmission lines to serve Building D2. Finally, SCG will also construct, at its sole expense, the following additional improvements as depicted

on the approved Land Bay D2 Site Plan: (1) the deceleration lane and right-hand turn lane on southbound Centreville Road entering into Fairfield Ridge Avenue; (2) the pedestrian and bicycle trail segment running from Arrowbrook Centre Drive along the Land Bay D2 frontage to its terminus, and (3) the surface parking lot, including its landscaping and lighting features, on Land Bay A to contain no fewer than 121 parking spaces.

- (3.) The Ground Lease will entitle ABC to receive additional ground lease rent, in addition to the \$5 million one-time ground lease rent payment due at Closing, at various times during the first fifteen (15) years of the term of the Ground Lease, in the aggregate sum of \$750,000 (“the Supplemental Ground Lease Rent”) plus interest thereon from the fifth (5th) anniversary of the day on which the all of the necessary Residential Occupancy Permit(s) (RUP(s)) have been issued by the County of Fairfax, Virginia for the lawful occupancy of the Residential Condominium at a rate equal to Long Term Annual Applicable Federal Rate (AFR) for purposes of § 1274(d) of the Internal Revenue Code of 1986, as amended, computed as of the month in which the Closing occurs plus fifty 50 basis points (0.5%), or 3.75%, whichever rate is higher. The Supplemental Ground Lease Rent shall be paid by SCG in such amounts and at such times as it chooses conditioned on available free cash flow from the Residential Condominium, *provided however* that in all events the Supplemental Ground Lease Rent, together with any accrued interest, shall be paid in full no later than the fifteenth (15th) anniversary of the day on which the all of the necessary Residential Occupancy Permit(s) (RUP(s)) have been issued by the County of Fairfax, Virginia for the lawful occupancy of the Residential Condominium and *provided further* that the Supplemental Ground Lease Rent shall be entitled priority over any payments to junior mortgage lienholders, equity investors, or the Project Developer. The Ground Lease shall designate all such payments as rent.
- (4.) Any indebtedness contracted for the purpose of the construction, development, leasing, or operation of the Project, whether secured by a mortgage or not, and whether for construction or permanent financing, shall be secured, if at all, solely by the leasehold interest SCG holds in the Residential Condominium, and the

principal indebtedness so secured shall be fully amortized for a period of no longer than fifty (50) years from the date the Ground Lease is conveyed to SCG. Any deed of trust or comparable document conveying a security interest in the leasehold estate granted to SCG to secure any such mortgage financing shall include terms and provisions (i) requiring that ABC receive notice of any default in the repayment of such mortgage indebtedness or of any occurrence which would entitle the lender to foreclose its security interest against such leasehold estate and (ii) providing ABC with a reasonable time for an opportunity to cure such default, such time to be not fewer than 120 days. Except to the extent such terms are inconsistent with the terms of this Agreement, the Ground Lease shall contain such terms as are required to make leasehold estate granted to SCG capable of securing mortgage financing and shall include the terms enumerated on the attached Multifamily Ground Lease Review Checklist published by Fannie Mae (Form 4665 revised 10-7) to make the leasehold estate financeable. After the thirty-first (31st) anniversary of the date of the issuance of the first Residential Use Permit (RUP) for any dwelling unit in the Residential Condominium, no new, additional, or supplemental mortgage financing, whether by way of a re-financing of existing mortgage indebtedness or the contracting of new mortgage indebtedness, shall be contracted and secured by the Residential Condominium without the prior written consent of ABC unless (i) such additional or supplemental mortgage financing is contracted by an entity which acquires ownership of the Residential Condominium through the foreclosure of the lien of a mortgage perfected against the Residential Condominium prior to the thirty-first (31st) anniversary of the date of the issuance of the first Residential Use Permit (RUP) for any dwelling unit in the Residential Condominium and (ii) no member of SCG or its assigns is a member or equity owner of such entity, and in which circumstance the written consent of ABC shall not be required. In addition, after the thirty-first (31st) anniversary of the date of the issuance of the first Residential Use Permit (RUP) for any dwelling unit in the Residential Condominium, SCG shall neither admit any new members as equity investors, nor alter or modify its

equity capital structure whether through a re-capitalization, a new syndication, or other comparable arrangement, without the prior written consent of ABC.

- (5.) SCG or its assignee may operate and lease the Residential Condominium solely for a residential use and subject to such rental rates as necessary to qualify the Residential Condominium as moderate income, or workforce, housing development with an average blended rental rate of no higher than sixty per cent (60.00%) of the Area Median Income in the Washington D.C. Metropolitan Statistical Area (“AMI”) for the year in which such rental rates are applicable. At any time, SCG may lease as many as fourteen (14) dwelling units in the Residential Condominium, but no more, at a rent equal to as low as thirty per cent (30.00%) of the AMI. In no event shall any dwelling units in the Residential Condominium be leased at a rent lower than thirty per cent (30.00%) of the AMI. At the election of SCG, all or any of these foregoing use and operation restrictions may be expressed in a separate document recorded against the Residential Condominium as a covenant real running with the land in lieu of their being expressed in the Ground Lease.
- (6.) ABC shall be entitled to purchase and acquire the Ground Lease at any time after the fiftieth (50th) anniversary of the conveyance of the Ground Lease to SCG through the exercise of a first right of refusal in conformity with the requirements of, and for the minimum purchase price prescribed by, section 42(i)(7) of the Internal Revenue Code of 1986, as amended, or any successor provision.”
- b. Section 4. is deleted in its entirety and the following new Section 4. is inserted in its place to read as follows:

“4. **Closing.** Closing will occur not less than seventy-five (75), nor more than ninety (90), or if SCG selects a date after 1 July 2020 for Closing then not more than one hundred eighty-four (184), days after SCG notifies ABC of its intention to exercise its option to acquire the Ground Lease. Closing shall take place at the office of the Title Company on a date selected by SCG *provided however* that if the date SCG selects for Closing is after 1 July 2020, then SCG shall prior to 1 July 2020 both add to the Deposit the sum of \$100,000 (thus

increasing the amount of the Deposit excluding any interest earned thereon to \$350,000) and pay ABC a one-time, non-refundable Closing Extension Fee of \$10,000.00. At Closing, ABC will convey the Ground Lease to SCG by executing and delivering a recordable instrument conveying the Ground Lease to SCG subject to various lease terms, conditions, and covenants (“the Ground Lease Agreement”). ABC will convey the Ground Lease by special warranty deed free and clear of all liens and encumbrances, and the Ground Lease shall be insurable by the Title Company at standard rates without special policy exceptions. At Closing, SCG will pay ABC, in full and in cash, the sum of \$5 million of which the Deposit will be a part (“the Ground Lease Payment”). At Closing, ABC shall escrow with the Title Company, or other escrow agent mutually selected by ABC and SCG, the sum of \$4.5 million deducted from the Ground Lease Payment for the purpose of defraying the agreed purchase price for the Retail Condominium (“the Ground Lease Escrow”). The Ground Lease Escrow, together with all interest earned thereon, shall be applied toward the purchase price of the Retail Condominium. SCG may access and draw from the Ground Lease Escrow to finance its construction of the Retail Condominium provided its right to access and take such draws are subject to those conditions and procedures as are customarily required by an institutional lender providing construction financing. In addition, at Closing, ABC and SCG will execute and deliver such other documents, including but not limited to, the usual owner’s title affidavit, FIRPTA certificate, and other tax certifications, all as more fully set forth in the Ground Lease Agreement. SCG may notify ABC of its intention to exercise its option to acquire the Ground Lease at any time of its selection provided such time is (1) after (i) the Feasibility Period has expired and (ii) each of the Financing Contingencies set forth in the following section 5. of this Agreement have been met, satisfied, or waived by SCG, and (2) on or before 31 March 2020. If SCG fails to notify ABC of its intention to exercise its option to acquire the Ground Lease on or before 31 March 2020, or if SCG does timely exercise its option to acquire the Ground Lease but Closing does not occur on or before 1 October 2020, then in either event, the option of SCG to acquire the Ground Lease in

accord with this Agreement shall lapse and expire, and unless ABC shall have committed a default in the performance of its obligations under this Agreement, then the Deposit shall be forfeited and paid over to ABC as liquidated damages for the failure of SCG to proceed to Closing as required by the terms of this Agreement.”

- c. Paragraph (3.) of Section 5. is amended to delete the date “30 September 2019” in its first sentence and to insert in its place the date “31 March 2020”.
- d. Section 6. is deleted.
- e. Section 10. is deleted in its entirety and the following new Section 10. is inserted in its place to read as follows:

“10. **Assignment.** SCG shall not assign its rights under this Agreement except that SCG may without the consent of ABC and without prior notice to ABC, assign its rights under this Agreement to an entity controlled, operated, or managed by SCG for the sole purpose of acquiring ownership of, and for developing, constructing, leasing, managing, and syndicating equity ownership of the Residential Condominium *provided however*, SCG shall notify ABC of the occurrence of any such assignment to an entity controlled, operated, or managed by SCG and shall disclose the identity of such assignee within fifteen (15) days of the occurrence of any such assignment.”

4. **Miscellaneous.**

a. **Confirmation and Reaffirmation.** ABC and SCG hereby confirm and reaffirm the MOA as modified herein.

b. **Full Force and Effect.** Except as amended hereby, the MOA shall remain in full force and effect.

c. **Counterparts.** This Second Amendment may be executed in one or more counterparts, and all such counterparts shall constitute one and the same document and is binding on ABC and SCG even if all parties have not executed the same counterpart. The parties acknowledge that the signature block of SCG on this Second Amendment is also effective for all purposes of the MOA.

d. **Governing Law.** This Second Amendment shall be governed by the law of the Commonwealth of Virginia.

e. Electronic Execution. This Second Amendment may be signed and transmitted by electronic means and the signature of any person on an electronically transmitted copy hereof shall be considered an original signature and have the same binding effect as an original signature on an original document. No party hereto may raise the fact that any signature was transmitted through electronic means as a defense to the enforcement of this Second Amendment or any amendment hereto or other document executed in connection with the transaction contemplated by this Second Amendment.

Witness the following hands and seals of the parties affixed on the dates stated below:

ABC:

ARROWBROOK CENTRE, LLC
a Virginia limited liability company

By: _____
Jeffrey J. Fairfield
Manager


Date: _____

SCG:

SCG DEVELOPMENT PARTNERS, LLC,
a Delaware limited liability company

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

By: SCG Capital Corp.,
a Delaware corporation,
its sole member

By: 
Name: Stephen P. Wilson
Title: President – Virginia Office

Date: 3/13/19

e. Electronic Execution. This Second Amendment may be signed and transmitted by electronic means and the signature of any person on an electronically transmitted copy hereof shall be considered an original signature and have the same binding effect as an original signature on an original document. No party hereto may raise the fact that any signature was transmitted through electronic means as a defense to the enforcement of this Second Amendment or any amendment hereto or other document executed in connection with the transaction contemplated by this Second Amendment.

Witness the following hands and seals of the parties affixed on the dates stated below:

ABC:

ARROWBROOK CENTRE, LLC
a Virginia limited liability company



By: _____
Jeffrey J. Fairfield
Manager

March 13, 2019
Date: _____

SCG:

SCG DEVELOPMENT PARTNERS, LLC,
a Delaware limited liability company

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

By: SCG Capital Corp.,
a Delaware corporation,
its sole member

By: _____
Name: Stephen P. Wilson
Title: President – Virginia Office

Date: _____

**ASSIGNMENT OF
MEMORANDUM OF AGREEMENT AND OPTION FOR A GROUND LEASE**

THIS ASSIGNMENT OF MEMORANDUM OF AGREEMENT AND OPTION FOR A GROUND LEASE ("Assignment") is made as of the 13th day of March, 2019 by and among **SCG DEVELOPMENT PARTNERS LLC**, a Delaware limited liability company ("**Assignor**"), and **ARROWBROOK APARTMENTS I, LLC**, a Virginia limited liability company ("**Arrowbrook**").

RECITALS

WHEREAS, Assignor, as Master Developer, entered into that certain Memorandum of Agreement and Option for a Ground Lease effective as of September 13, 2018, as amended by that First Amendment to Memorandum of Agreement and Option for a Ground Lease effective as of October 25, 2018, and as amended by that Second Amendment to Memorandum of Agreement and Option for a Ground Lease effective on or around the date hereof (collectively, the "**Agreement**") with Arrowbrook Centre, LLC, a Virginia limited liability company ("**ABC**") granting the option to lease certain real property located in the County of Fairfax, Virginia, as further described in said Agreement, together with those rights and appurtenances described in the Agreement (the "**Property**"); and

WHEREAS, in accordance with the provisions of Section 10 of the Agreement, Assignor now desires to assign to Arrowbrook, and Arrowbrook wishes to obtain such assignment of, all of Assignor's right, title and interest and obligations in and to the Agreement with respect to the Property, a description of which is attached hereto and made a part hereof as Exhibit A, upon the terms and conditions, as more particularly set forth herein; and

NOW THEREFORE, in consideration of the foregoing, of mutual promises set forth herein, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Assignment of Rights and Obligations under the Agreement. In consideration for the payment of (a) Ten Dollars (\$10.00) from Arrowbrook, cash in hand paid, receipt of which is acknowledged, and (b) the assumption by Arrowbrook of Assignor's liabilities and obligations under the Agreement with respect to the Property, Assignor, pursuant to Section 10 of the Agreement, hereby transfers, assigns, conveys and sets over all of Assignor's right, title, interest and obligations held by Assignor in, to and under the Agreement to Arrowbrook with respect to the Property.

2. Representations by Assignor. Assignor makes the following representations and warranties to Arrowbrook: that Assignor (a) has the full right, title, power, capacity and authority to validly transfer, assign, convey and set over Assignor's rights and obligations under the Agreement with respect to the Property being acquired by Arrowbrook, and (b) is not a party to any agreement to sell, hypothecate or otherwise dispose of the rights and obligations under the Agreement with respect to the Property, nor has it otherwise sold, hypothecated or disposed of any interest in the Agreement with respect to the Property to any parties other than Arrowbrook.

3. Counterparts. The parties agree that this Assignment may be executed by the parties in one or more counterparts and each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

4. Binding Effect. This Assignment shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE FOLLOWS]


IN WITNESS WHEREOF, Assignor has caused this Assignment of Memorandum of Agreement and Option for a Ground Lease to be executed effective as of the date first above written.

ASSIGNOR:

SCG DEVELOPMENT PARTNERS, LLC,
a Delaware limited liability company

By: SCG Development Manager, LLC, its
managing member

By: SCG Capital Corp., its sole member

By: 

Name: Stephen P. Wilson
Title: President – Virginia Office

ACCEPTANCE OF ASSIGNMENT

Arrowbrook Apartments I, LLC hereby accepts the foregoing Assignment of its right, title and interest and obligations held by Assignor in, to and under the Agreement with respect to the Property, all as described in the foregoing Assignment.

IN WITNESS WHEREOF, Assignee has caused this Acceptance of Assignment to be executed effective as of the date first above written.

ARROWBROOK APARTMENTS I, LLC,
a Virginia limited liability company

By: Arrowbrook Managing Member LLC, its
managing member

By: SCG Development Partners, LLC, its
sole member

By: SCG Development Manager, LLC,
its managing member

By: SCG Capital Corp., its sole
member


By: 
Name: Stephen P. Wilson
Title: President – Virginia
Office

EXHIBIT A
LEGAL DESCRIPTION OF
THE PROPERTY

Description of
Parcel 1A
Arrowbrook Centre Subdivision
Dranesville Magisterial District
Fairfax County, VA

Beginning at a point on the northern line of Parcel 10 Arrowbrook Centre Subdivision, said point also being on the southeastern corner of Parcel 2 Arrowbrook Centre Subdivision; thence with the eastern and northern lines of said Parcel 2 Arrowbrook Centre Subdivision;

N 27°22'25" E 283.85' to a point and

N 62°37'35" W 181.16'

to a point marking the southeast corner of Parcel 7A Arrowbrook Centre Subdivision;

thence with the eastern line of said Parcel 7A Arrowbrook Centre Subdivision;

N 27°22'15" E 261.22'

to a point on the on the southern line of Parcel 6 Arrowbrook Centre Subdivision;

thence with the southern line of said Parcel 6 Arrowbrook Centre Subdivision;

S 62°37'35" E 261.22'

to a point the western right-of-way of Centreville Road – Route 657, said point also being the southwest corner of said Parcel 6 Arrowbrook Centre Subdivision;

thence with the said western right-of-way of Centreville Road – Route 657;

S 36°04'46" W 67.78'

to a point on the northern line of Parcel 8 Arrowbrook Centre Subdivision;

thence departing said western right-of-way of Centreville Road – Route 657 and running along the northern and western lines of said Parcel 8 Arrowbrook Centre Subdivision the following six (6) courses:

N 62°37'35" W 64.53' to a point,
S 27°22'25" W 149.42'

to a point of curvature to the right having a radius of 107.00', an arc distance of 106.04' and a chord bearing and chord of S 55°43'30" W, 101.76', respectively,

to a point of reverse curvature to the left having a radius of 318.00', an arc distance of 144.64' and a chord bearing and chord of S 71°05'12" W, 143.39', respectively to point,

N 31°28'49" W 17.54'

to a point of curvature to the left having a radius of 335.49', an arc distance of 143.51' and a chord bearing and chord of S 45°50'18" W, 142.42', respectively

to a point on the northern line of the aforementioned Parcel 10 Arrowbrook Centre Subdivision;

thence with the northern lines of said Parcel 10 Arrowbrook Centre Subdivision the following four (4) courses:

N 44°08'46" W 33.70'

to a point of curvature to the right having a radius of 24.13', an arc distance of 26.66' and a chord bearing and chord of S 75°39'41" W, 25.32', respectively,

to a point of reverse curvature to the left having a radius of 287.95', an arc distance of 67.29' and a chord bearing and chord of N 67°47'45" W, 67.14', respectively,

to a point of reverse curvature to the right having a radius of 28.52, an arc distance of 20.51' and a chord bearing and chord of N 54°40'31" W, 20.07', respectively,

to the point of beginning containing 200,957 square feet or 4.61333 acres of land more or less.

**SECOND AND PARTIAL ASSIGNMENT OF
MEMORANDUM OF AGREEMENT AND OPTION FOR A GROUND LEASE**

This Second And Partial Assignment of Memorandum of Agreement and Option for a Ground Lease (“**Assignment**”) is entered into effective as of the 18 day of May, 2020 (the “**Second Assignment Effective Date**”) by and between ARROWBROOK APARTMENTS I, LLC, a Virginia limited liability company (the “**Assignor**”), and ARROWBROOK APARTMENTS II, LLC, a Virginia limited liability company (the “**Assignee**”); with the consent of SCG DEVELOPMENT PARTNERS LLC, a Delaware limited liability company (the “**Master Developer**”).

RECITALS

WHEREAS, Master Developer entered into that certain Memorandum of Agreement and Option for a Ground Lease effective as of September 13, 2018, as amended by that First Amendment to Memorandum of Agreement and Option for a Ground Lease effective as of October 25, 2018, as amended by that Second Amendment to Memorandum of Agreement and Option for a Ground Lease effective March 13, 2019, as assigned to Assignor by that certain Assignment of Memorandum of Agreement and Option for a Ground Lease, as amended by that Third Amendment to Memorandum of Agreement and Option for a Ground Lease effective April 26, 2019, and as amended by that Fourth Amendment to Memorandum of Agreement and Option for a Ground Lease effective March 31, 2020 (collectively, the “**Agreement**”) with Arrowbrook Centre, LLC, a Virginia limited liability company (“**ABC**”) granting the option to lease certain real property located in the County of Fairfax, Virginia, as further described in said Agreement, together with those rights and appurtenances described in the Agreement (the “**Option Property**”); and

WHEREAS, in connection with obtaining a reservation of so-called four percent (4%) low income housing tax credits from the Virginia Housing Development Authority for the benefit of the Project, the parties will establish a condominium regime on the Option Property (the “**Condominium Regime**”), such that the portion of the Option Property identified in **Exhibit A**, attached hereto and made a part hereof, will be reserved as one of the condominium units of the Condominium Regime, on which condominium unit one hundred forty-eight (148) residential units will be located (the “**4% Condominium Unit**”, and together with all of Assignor’s rights and appurtenances described in the Agreement required to establish such 4% Condominium Unit, collectively, the “**Property**”).

WHEREAS, in accordance with the provisions of Section 10 of the Agreement, Assignor now desires to assign to Assignee, and Assignee wishes to obtain such assignment of, all of Assignor's right, title, interest, and obligations in, to, and under the Agreement with respect to the Property, upon the terms and conditions, as more particularly set forth herein; and

NOW THEREFORE, in consideration of the foregoing, of mutual promises set forth herein, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows

1. **Assignment of Rights and Obligations under the Option.** In consideration for the payment of (a) Ten Dollars (\$10.00) from Assignee, cash in hand paid, receipt of which is acknowledged, and (b) the assumption by Assignee of Assignor's right, title, obligations, and interests in, to, and under the Agreement with respect to the Property, Assignor, pursuant to Section 10 of the Agreement, hereby transfers, assigns, conveys and sets over all of Assignor's right, title, obligations, and interests held by Assignor in, to, and under the Agreement with respect to the Property to Assignee.

2. Notice to ABC. Pursuant to Section 10 of the Agreement, any one of Assignor or Assignee or Master Developer shall notify ABC of this Assignment and disclose the identity of Assignee within fifteen (15) days of the Second Assignment Effective Date. Such notice will be in the form attached hereto and made a part hereof as **Exhibit B.**

3. Representations by Assignor. Assignor has the full right, title, power, capacity and authority to validly transfer, assign, convey and set over Assignor's right, title, obligations, and interests in, to, and under the Agreement with respect to the Property. Assignor is not a party to any agreement to sell, hypothecate or otherwise dispose of the rights and obligations under the Agreement with respect to the Property, nor has it otherwise sold, hypothecated or disposed of any interest in the Agreement with respect to the Property to any parties other than Assignee.

4. Counterparts. The parties agree that this Assignment may be executed by the parties in one or more counterparts and each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5. Binding Effect. This Assignment shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Assignor has caused this Second and Partial Assignment of Memorandum of Agreement and Option for a Ground Lease to be executed effective as of the date first above written.

ASSIGNOR:


ARROWBROOK APARTMENTS I, LLC,
a Virginia limited liability company

By: Arrowbrook Managing Member LLC, its
managing member

By: SCG Development Partners, LLC, its sole
member

By: SCG Development Manager, LLC, its
managing member

By: SCG Capital Corp., its sole
member

By: 
Name: Stephen P. Wilson
Title: President – Virginia
Office

ACCEPTANCE OF ASSIGNMENT

Arrowbrook Apartments II, LLC hereby accepts the foregoing Assignment of the right, title, interest, and obligations held by Assignor in, to and, under the Agreement with respect to the Property, all as described in the foregoing Assignment.

IN WITNESS WHEREOF, Assignee has caused this Acceptance of Assignment to be executed effective as of the date first above written.

ARROWBROOK APARTMENTS II, LLC,
a Virginia limited liability company

By: Arrowbrook II Managing Member LLC, its
managing member

By: SCG Development Partners, LLC, its sole
member

By: SCG Development Manager, LLC, its
managing member

By: SCG Capital Corp., its sole
member

By: 

Name: Stephen P. Wilson

Title: President – Virginia Office

CONSENT

CONSENTED TO BY:

SCG DEVELOPMENT PARTNERS, LLC, a
Delaware limited liability company

By: SCG Development Manager, LLC, its
managing member

By: SCG Capital Corp., its sole member

By: 

Name: Stephen P. Wilson

Title: President – Virginia Office

EXHIBIT B
NOTICE TO ABC

Arrowbrook Centre, LLC
459 Herndon Parkway
Suite 14
Herndon, Virginia 20170
Attn: Jeffrey J. Fairfield, Manager

With a copy to:
Catherine P. Whelan, Esquire
530 Old Post Road # 3
Greenwich, Connecticut 06830

Re: Notice of Assignment of Memorandum of Agreement and Option for Ground Lease

Dear Sir or Madame:


Pursuant Section 10 of the Memorandum of Agreement and Option for a Ground Lease effective as of September 13, 2018, as amended and previously assigned, this letter will serve as notice to Arrowbrook Centre, LLC that Arrowbrook Apartments I, LLC has assigned in part its rights and interests in the Option Arrowbrook Apartments II, LLC, per the enclosed copy of the Second and Partial Assignment of Memorandum of Agreement and Option for a Ground Lease.

Sincerely,

SCG DEVELOPMENT PARTNERS, LLC,

By: SCG Development Manager, LLC, its managing member

By: SCG Capital Corp., its sole member

By: 
Name: Stephen P. Wilson
Title: President – Virginia Office

Enclosures

MAP #: 0163 20 0001A
ARROWBROOK CENTRE LLC

2296 CENTREVILLE RD

Owner

Name	ARROWBROOK CENTRE LLC,
Mailing Address	459 HERNDON PKWY SUITE 14 C/O JEFFREY J FAIRFIELD CO-MANAGER HERNDON VA 20170
Book	25450
Page	2162

Parcel

Property Location	2296 CENTREVILLE RD HERNDON VA 20171
Map #	0163 20 0001A
Tax District	200DW
District Name	DRANESVILLE DULLES RAIL WEST
Land Use Code	Vacant Land
Land Area (acreage)	
Land Area (SQFT)	200,957
Zoning Description	PDC(Planned Dev Commercial)
Utilities	WATER AVAILABLE SEWER AVAILABLE GAS NOT AVAILABLE
County Inventory of Historic Sites	NO
County Historic Overlay District	NO For further information about the Fairfax County Historic Overlay Districts, CLICK HERE For properties within the towns of Herndon, Vienna or Clifton please contact the town to determine if the property is within a town historic district.
Street/Road	PAVED
Site Description	COMMERCIAL RANK #1

Legal Description

Legal Description	ARROWBROOK CENTRE LT 1A RESIDENTIAL COMPONENT OF 0163T20 0001A
-------------------	--

Sales History

Date	Amount	Seller	Buyer
06/19/2018	\$0	ARROWBROOK CENTRE LLC	ARROWBROOK CENTRE LLC

Sales

Date	06/19/2018
Amount	\$0
Seller	ARROWBROOK CENTRE LLC
Buyer	ARROWBROOK CENTRE LLC
Notes	Resubdivision
Deed Book and Page	25450-2162
Additional Notes	

Values

Tax Year	2020
Current Land	\$10,944,000
Current Building	\$0
Current Assessed Total	\$10,944,000
Tax Exempt	NO
Note	

Values History

Tax Year	Land	Building	Assessed Total	Tax Exempt
2019	\$10,944,000	\$0	\$10,944,000	NO

Structure

Property Name	ARROWBROOK CENTRE MF/RETAIL
Land Use Code	Vacant Land
Year Built	1700
Gross Floor Area	0
Units (if applicable)	
Stories	
Construction Type	
Exterior Walls	
Floor	
Roof	
Elevator	0
Element #	E03152001
Note	THIS COMMERCIAL PROPERTY MAY BE COMPRISED OF MORE THAN ONE TAX MAP PARCEL. IF SO, THE ADDITIONAL TAX MAP PARCEL(S) WILL BE LISTED BELOW.

Structure Summary

Property Name	Land Use Code	Year Built	GFA	Units
ARROWBROOK CENTRE MF/RETAIL	Vacant Land	1700	0	

General Information

Need Help?

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

Disclaimer/Privacy Policy

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

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

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

Last Refresh

Date

Data last refreshed: 19/May/2020 DB:PORA34CUR

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

F

Third-Party RESNET
Rater Certification
(MANDATORY)



Appendix F

RESNET Rater Certification of Development Plans

I certify that the development's plans and specifications incorporate all items for the required baseline energy performance as indicated in Virginia's Qualified Allocation Plan (QAP). In the event the plans and specifications do not include requirements to meet the QAP baseline energy performance, then those requirements still must be met, even though the application is accepted for credits.

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

In addition provide HERS rating documentation as specified in the manual

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

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.

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.

TRUE 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.

FALSE 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

Date: 2.28.19

Signed: [Signature]

Printed Name: Matt Waring
RESNET Rater

Resnet Provider Agency
Viridian

Signature [Signature]

Provider Contact and Phone/Email
Sean Evanson-Shanley
Sean.evanson-shanley@viridian.org

Home Energy Rating Certificate

Projected Report

Rating Date: 2019-02-27
 Registry ID: Unregistered
 Ekotrope ID: ILXRkaMv

HERS® Index Score:

71

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

\$448

*Relative to an average U.S. home

Home:
 Arrowbrook Centre Dr. , Hunter Mill,
 VA 20171
Builder:

Your Home's Estimated Energy Use:

	Use [MBtu]
Heating	2.8
Cooling	0.7
Hot Water	5.4
Lights/Appliances	10.9
Service Charges	
Generation (e.g. Solar)	0.0
Total:	19.9

This home meets or exceeds the criteria of the following:

Energy Star v3

Rating Completed by:

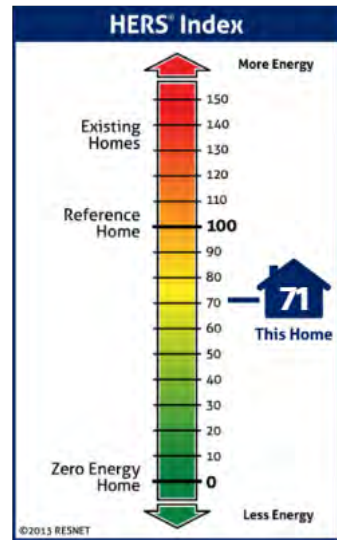
Energy Rater: Matt Waring
 RESNET ID: 6729287

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

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



Matt Waring, Certified Energy Rater
 Date: 3/1/19 at 3:31 PM



Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	N/A
Community:	Arrobrook Centre
Conditioned Floor Area:	512 sq. ft.
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 8.2 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 14.5 SEER
Primary Water Heating:	Water Heater • Electric • 0.95 Energy Factor
House Tightness:	5 ACH50
Ventilation:	25.0 CFM • 45.0 Watts
Duct Leakage to Outside:	20.5 CFM25 (4 / 100 s.f.)
Above Grade Walls:	R-20
Ceiling:	Vaulted Roof, R-30
Window Type:	U-Value: 0.32, SHGC: 0.27
Foundation Walls:	N/A



Arrowbrook Centre 2019 LIHTC Pre-Review Comments

Project Address

Arrowbrook Centre Drive
Hunter Mill, VA 20171

Project Summary

Arrowbrook Centre is a new construction mid-rise multifamily development, comprised of 274 units located in Fairfax, VA. Stratford Capital Group Development (SCGD) plans to construct the project utilizing 9% & 4% LIHTC. As part of their funding application the project is seeking ENERGY STAR certification as well as Gold Level certification under the EarthCraft Multifamily Program (ECMF). Depending on the timing of the project, ENERGY STAR has instituted a Multifamily Program that may provide a path outside of the ENERGY STAR Multifamily High-Rise Program. The EarthCraft level of certification requires the project to have a maximum HERS index of 75 and minimum 150 points on the ECMF Workbook Version 5. Steve Saville of Davis, Carter, Scott Ltd. is the primary architect contact for the project.

Unit-Level Energy Modeling

Unit-level models were generated using Ekotrope v3.1.1 based on the proposed scope and plans provided by the project team entitled '2019-02-26 ARROWBROOK PROGRESS SET.' With the current scope of work, the worst case units in the development are obtaining a projected HERS index of 71. The following outlines the scope as it is currently modeled.

Enclosure:

- R-10 Grade II slab edge insulation
- R-20 Grade I cavity insulation in exterior above grade walls and rim & band
- R-13 Grade II cavity insulation in party walls and adiabatic ceilings/floors
- R-30 Continuous Roof Deck insulation
- 0.21 U-Value for opaque doors
- 0.30 U-Value/0.27 SHGC windows & glass doors – see chart below for programmatic window requirements

Window Requirements		
ENERGY STAR	0.30 U-value	0.40 SHGC
EarthCraft Gold	0.32 U-value	0.27 SHGC

Mechanicals:

- SEER 14.5, HSPF 8.5, 18k air source heat pump, programmable thermostat
- 0.95 EF storage electric water heaters, 40 gallon
- 5 ACH₅₀ for infiltration threshold/blower door test
- 5% duct leakage to the outside, 8% total duct leakage
- All ducts within conditioned space and insulated to R-6

Arrowbrook Centre
February 27, 2019



- Dedicated Outdoor Air System for fresh air ventilation

Lights & Appliances:

- ES rated kitchen appliances
 - 616 kWh/yr refrigerator
 - 295 kWh/yr dishwasher
- Advanced lighting 90% LED and 10% CFL

Please let me know if you have any question or if the above information does not accurately capture your current scope.

Sincerely,

A handwritten signature in black ink that reads "Matt Waring".

Matt Waring
Technical Director, Viridiant

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: Arrowbrook Centre Apartments

Name of Owner/Applicant: Arrowbrook Apartments II, LLC

Name of Seller/Current Owner: Arrowbrook Apartments II, LLC

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

DEVELOPMENT DESCRIPTION:

Development Address:

13325 Fairfield Ridge Avenue,
Herndon, VA 20171

Legal Description:

ARROWBROOK CENTRE

LT 1A

RESIDENTIAL COMPONENT OF 0163T20 0001A

(see attached metes and bounds)

Proposed Improvements:

<input checked="" type="checkbox"/> New Construction:	<u>148</u>	# Units	<u>1</u>	# Buildings	<u>270,992.13</u>	Approx. Total Floor Area Sq. Ft.
<input type="checkbox"/> Adaptive Reuse:	<u> </u>	# Units	<u> </u>	# Buildings	<u> </u>	Approx. Total Floor Area Sq. Ft.
<input type="checkbox"/> Rehabilitation:	<u> </u>	# Units	<u> </u>	# Buildings	<u> </u>	Approx. Total Floor Area Sq. Ft.

Zoning Certification, cont'd

Current Zoning: PDC allowing a density of
approximately 81 units per acre, and the following other applicable conditions: see below

Other Descriptive Information:

A Fairfax County Final Development Plan Amendment (FDPA 2002-HM-043-05) was approved as part of an overall Conceptual Development Plan.

The approved FDPA for this parcel permits 360 units on a lot of approximately 4.44 acres (approximately 81 units/acre) in addition to up to

38,000 sf of retail space. (The actual area of the parcel is 4.613 acres.)

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.

Nisha Cheriathundam

Signature

Printed Name

Project Engineer

Title of Local Official or Civil Engineer

703-449-6700

Phone:

1/27/2020

Date:



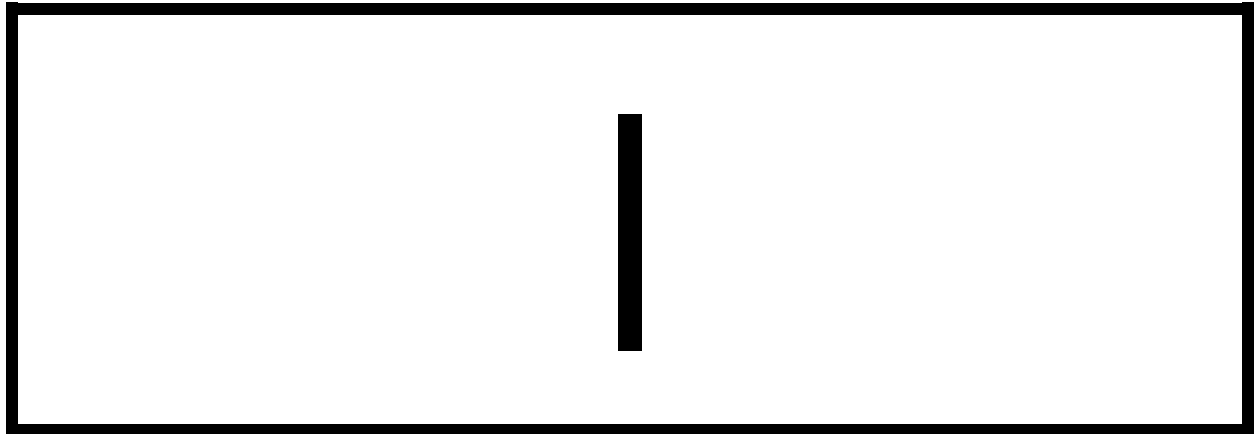
NOTES TO LOCALITY:

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.

H

Attorney's Opinion
(MANDATORY)

This deal does not require
information behind this tab.



Nonprofit Questionnaire

(MANDATORY for points or pool)

This deal does not require
information behind this tab.

J

Relocation Plan

(MANDATORY, if tenants are displaced)

This deal does not require
information behind this tab.

K

Documentation of
Development Location:

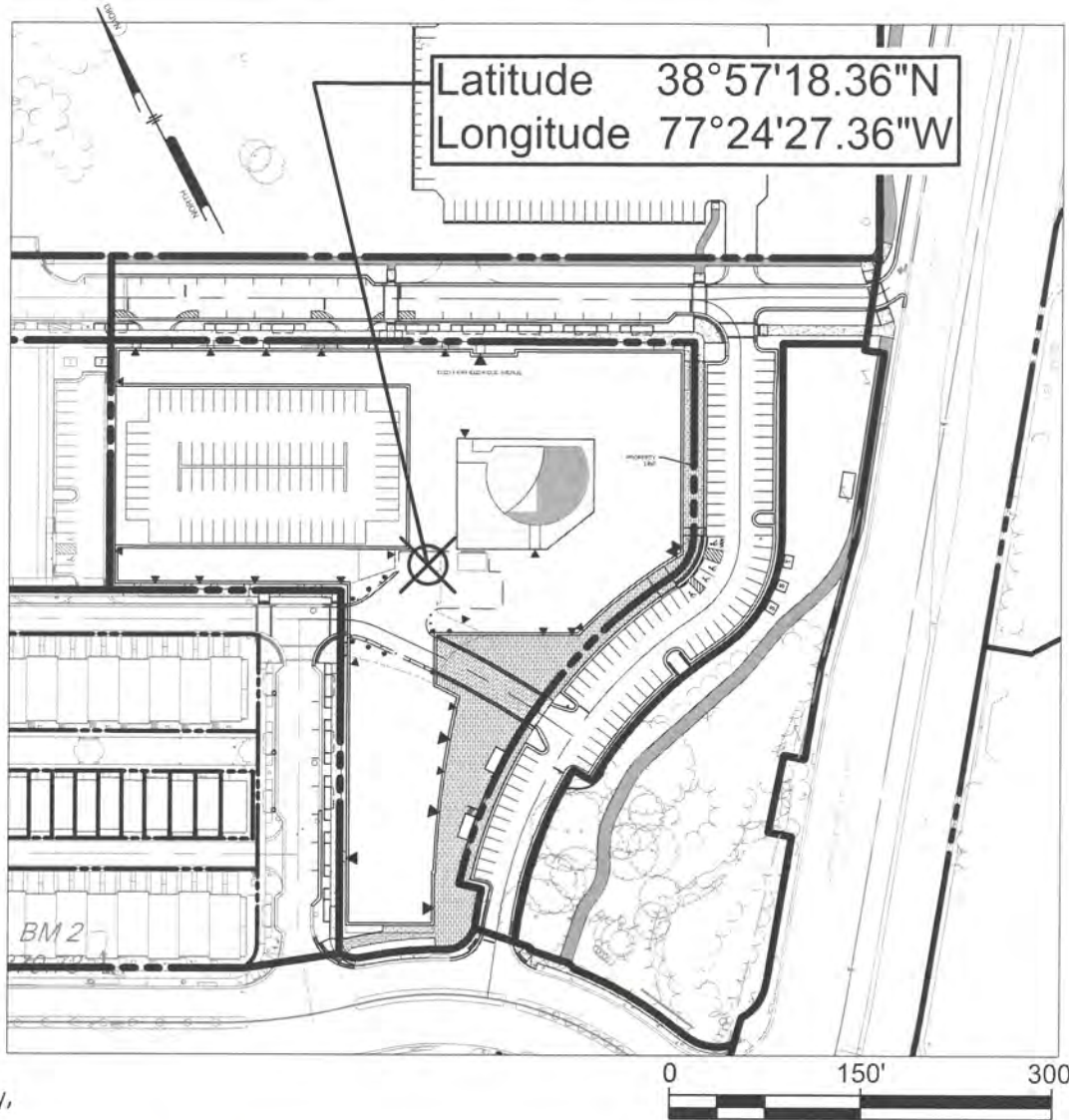
February 28, 2019

Virginia Housing Development Authority
601 South Belvidere Street
Richmond, Virginia 23220
Culpeper, VA 22701

**RE: VHDA Application for: Arrowbrook Centre Apartments
Latitude and Longitude**

To Whom It May Concern:

As requested, we are providing the latitude and longitude of the center of the subject property. Below is an exhibit of the location of the point provided.



Sincerely,

PENNONI ASSOCIATES INC.

Nisha Cheriathundam

Nisha Cheriathundam, PE

K.1

Revitalization Area
Certification

At a regular meeting of the Board of Supervisors of Fairfax County, held in the Board Auditorium in the Government Center Building, Fairfax, Virginia, on February 19, 2019, at which meeting a quorum was present and voting, the following resolution was adopted:

RESOLUTION OF THE BOARD OF SUPERVISORS
OF FAIRFAX COUNTY, VIRGINIA,
DESIGNATING THE ARROWBROOK APARTMENTS SITE
A REVITALIZATION AREA
PURSUANT TO VIRGINIA CODE § 36-55.30:2

RECITALS

R-1 The Board of Supervisors ("Board") has been requested to authorize the Fairfax County Redevelopment and Housing Authority to make two Housing Blueprint Loans in the aggregate amount of \$7,744,225 to affiliates of SCG Development Partners LLC (collectively, the "Developer"), to assist in the development on a 274-unit multifamily affordable housing project ("Development") on a site in the Dranesville District as depicted on Exhibit A attached hereto ("Development Site").

R-2 The Development will provide critically need affordable housing for low and moderate income residents whose tenancy and local employment is essential to future economic development in Fairfax County.

R-3 The Developer's financing plan for the Development includes, among other things, an application to the Virginia Housing and Development Authority ("VHDA") for competitive nine percent tax credits pertaining to a portion of the 274-unit proposed Development.

R-4 The VHDA tax credit evaluation process provides that 15 additional points may be awarded to projects that meet the definition of a revitalization area pursuant to Virginia Code § 36-55-30:2 ("Revitalization Area") and have been so designated by resolution of the governing body in which the Revitalization Area is located.

R-5 The definition of a Revitalization Area used in Virginia Code § 36-55-30:2 is separate and distinct from terms "Revitalization Area" and "Revitalization District" as used in the various comprehensive plans for Fairfax County, Virginia. Any designation of the Development Site as a Revitalization Area does not in any manner affect any areas of the County that have been, or in the future may be, determined by the Board to be Revitalization Areas or Revitalization Districts.

R-6 The Development Site meets the standards for a Revitalization Area as described in Virginia Code § 36-55-30:2, namely that: (i) the development of the Development Site will benefit Fairfax County, but that such area lacks the housing needed to induce, among other things, the commercial, governmental, educational, entertainment, community development, healthcare, or nonprofit enterprises or undertakings, to locate or remain in such area, and

(ii) private enterprise and investment are not reasonably expected, without assistance, to produce the construction or rehabilitation of decent, safe and sanitary housing and supporting facilities that will meet the needs of low and moderate income persons and families in such area and will induce other persons and families to live within such area and thereby create a desirable economic mix of residents in such area.

NOW, THEREFORE, THE BOARD HEREBY DETERMINES as follows:

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

A Copy – Teste:



Catherine A. Chianese
Clerk to the Board of Supervisors

Arrowbrook Centre Apartments Proposed Revitalization Area - 4.6 Acres

Exhibit A



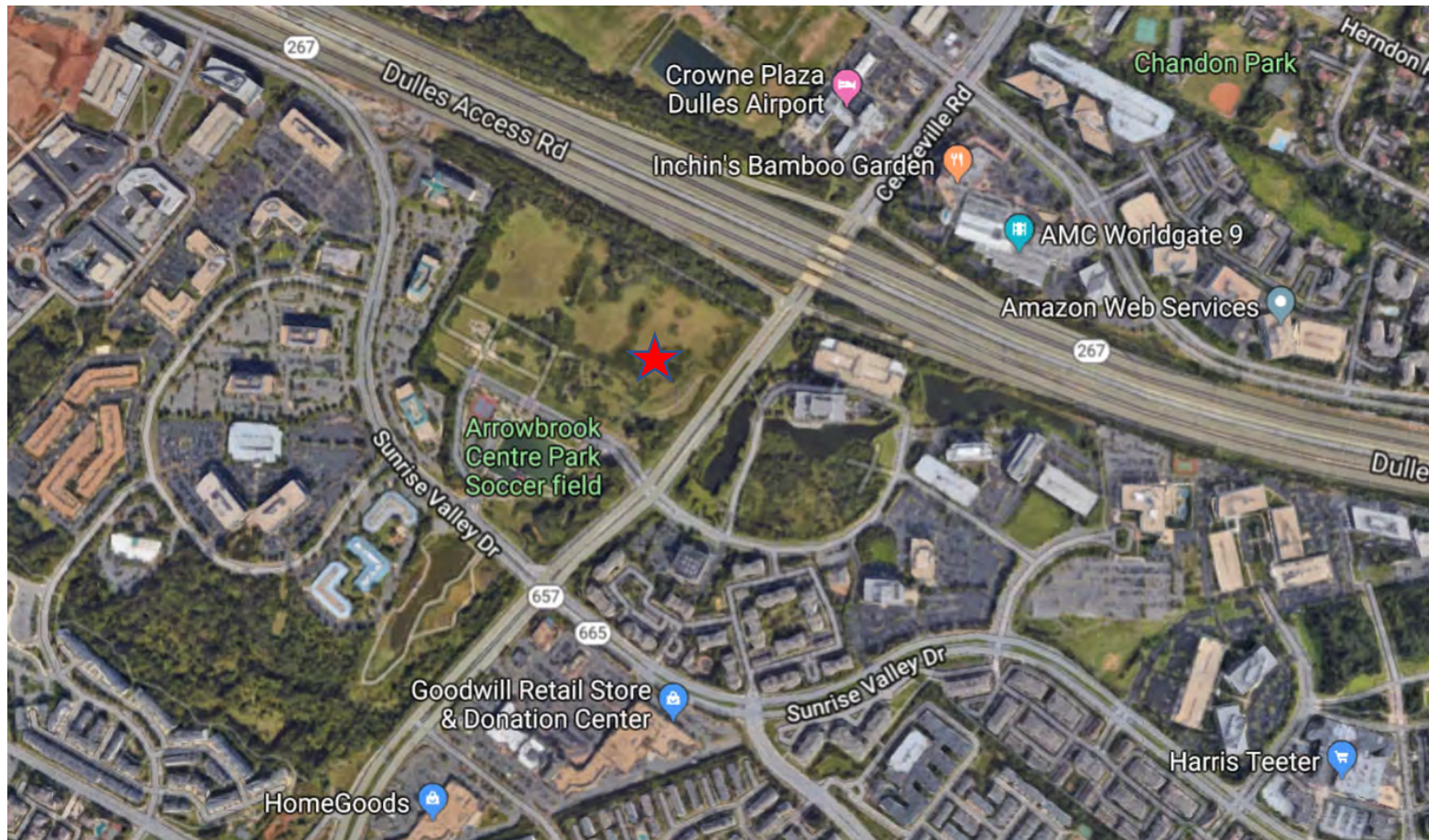
K.2

Location Map

Tab K.2 Location Map



Tab K.2 Location Map



K.3

Surveyor's Certification of
Proximity to Public
Transportation

Surveyor's Certification of Proximity to Transportation

DATE: 1/27/2020

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

RE: 2020 Tax Credit Reservation Request

Name of Development: Arrowbrook Centre Apartments
Name of Owner: Arrowbrook Apartments II, LLC

Gentlemen:

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

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

- 2,640 feet or 1/2 mile of the nearest access point to an existing commuter rail, light rail or subway station; **or**
- 1,320 feet or 1/4 mile of the nearest access point to an existing public bus stop.



Pennoni _____
Firm Name

By: Nisha Cheriathundam

Its: Design Engineer
Title



L

PHA/Section 8 Notification
Letter

This deal does not require
information behind this tab.

M

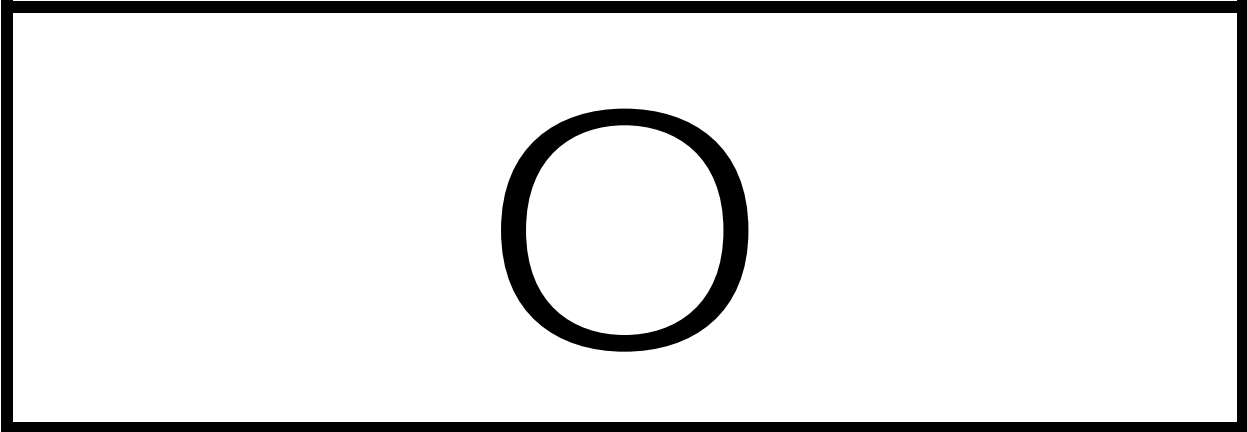
Locality CEO Response
Letter

This deal does not require
information behind this tab.

N

Homeownership Plan

This deal does not require
information behind this tab.



O

Plan of Development
Certification Letter

This deal does not require
information behind this tab.

P

Copies of 8609s to
Certify Developer
Experience and
Partnership agreements

VHDA Experienced LIHTC Developers

Notes:

Updated:

1/30/2020

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 Fore, Richard L.	55 Mirmelstein, George
2 Asarch, Chad	29 Franklin, Wendell C.	56 Nelson, IV, John M.
3 Arista, Roberto	30 Friedman, Mitchell M.	57 Orth, Kevin
4 Barnhart, Richard K.	31 Gardner, Mark E.	58 Page, David
5 Baron, Richard	32 Gunderman, Timothy L.	59 Parent, Brian
6 Bennett, Vincent R.	33 Haskins, Robert G.	60 Park, Richard A.
7 Burns, Laura P.	34 Heatwole, F. Andrew	61 Park, William N.
8 Chapman, Tim	35 Honeycutt, Thomas W.	62 Pasquesi, R.J.
9 Cohen, Howard Earl	36 Hunt, Michael C.	63 Pedigo, Gerald K.
10 Connelly, T. Kevin	37 Iglesias, Adrian	64 Poulin, Brian M.
11 Connors, Cathy	38 Jester, M. David	65 Queener, Brad
12 Copeland, M. Scott	39 Johnston, Thomas M.	66 Ripley, F. Scott
13 Copeland, Robert O.	40 Jones Kirkland, Janice	67 Ripley, Ronald C.
14 Copeland, Todd A.	41 Kirkland, Milton L.	68 Ross, Stephen M.
15 Cordingley, Bruce A.	42 Kittle, Jeffery L.	69 Salazar, Tony
16 Counselman, Richard	43 Koogler, David M.	70 Sari, Lisa A.
17 Crosland, Jr., John	44 Koogler, David Mark	71 Sinito, Frank T.
18 Curtis, Lawrence H.	45 Lancaster, Dale	72 Stockmaster, Adam J.
19 Daigle, Marc	46 Lawson, Phillip O.	73 Stoffregen, Phillip J.
20 Dambly, Mark H.	47 Lawson, Steve	74 Surber, Jen
21 Deutch, David O.	48 Leon, Miles B.	75 Valey, Ernst
22 Dischinger, Chris	49 Lewis, David R.	76 Uram, David
23 Douglas, David D.	50 Margolis, Robert B.	77 Wilson, Stephen
24 Edmondson, Jim	51 McCormack, Kevin	78 Woda, Jeffrey J.
25 Ellis, Gary D.	52 McNamara, Michael L.	79 Wohl, Michael D.
26 Fekas, William L.	53 Melton, Melvin B.	80 Wolfson, III, Louis
27 Fitch, Hollis M.	54 Midura, Ronald J.	

NON-PROFITS, LHAs & (PUBLICLY TRADED) CORPORATIONS

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

**WRITTEN CONSENT
OF
ARROWBROOK APARTMENTS II, LLC and
ARROWBROOK II MANAGING MEMBER LLC
SCG DEVELOPMENT PARTNERS, LLC
SCG DEVELOPMENT MANAGER, LLC &
SCG CAPITAL CORP.
(each a “*Project Entity*” and collectively the “*Project Entities*”)**

The undersigned hereby adopt the following resolutions by written consent:

Definitions:

Development: Construction of a multi-family affordable housing rental apartment project located in Fairfax County, Virginia, and commonly known as Arrowbrook Apartments II.

Owner: Arrowbrook Apartments II, LLC, a Virginia limited liability company.

Ownership Documents: All documents to be executed in connection with the admission of investors, including, without limitation, an amended and restated limited liability company agreement; asset management agreement; development agreement; company management agreement; property management agreement; and guaranty agreement.

Finance Documents: All documents to be executed by any Project Entity in connection with loans and other financing to be secured for the Development “*Development Financing*”.

Real Estate Documents: All documents to be executed or recorded by any Project Entity in connection with the acquisition of the leasehold interest in the real property upon which the Development is constructed (the “*Land*”), including, without limitation: a deed of lease; shared use and maintenance agreement; purchase option and right of first refusal agreement; property management agreement; contribution agreement; condominium documents; and assignment, assumption, and reimbursement agreement.

LIHTC Documents: All documents to be executed or recorded by any Project Entity in connection with the award of low-income housing tax credits (“*Credits*”) by the allocating agency of the Commonwealth of Virginia, including, without limitation a low-income housing tax credit application for reservation, a tax credit reservation letter, and low-income housing tax credit covenant.

Transaction Documents: Collectively, the Ownership Documents, Finance Documents, Real Estate Documents, and LIHTC Documents.

RESOLVED, that the each of the Project Entities (i) in its own capacity, and (ii) in its capacity as the director(s), officer(s), shareholder(s), partners(s), member(s), managing member(s), and/or manager(s) of the other Project Entities, as applicable, are hereby authorized, empowered, and directed to take all actions necessary or desirable to (a) Owner to obtain the Development Financing; (b) acquire an interest

in the Land; (c) cause the Development to be constructed and operated, on such terms and conditions that the Authorized Representative (defined below) deems appropriate; and (d) allow the Owner to become and to remain eligible to claim the Credits in connection with the Development.

FURTHER RESOLVED, that the each of the Project Entities (i) in its own capacity, and (ii) in its capacity as the director(s), officer(s), shareholder(s), partner(s), member(s), managing member(s), and/or manager(s) of the other Project Entities, as applicable, are hereby authorized, empowered, and directed to execute, deliver, and perform under each of the Transaction Documents to which it is a party, on such terms and conditions that the Authorized Representative deems appropriate, including the inclusion of any provision for confessing judgment against the Owner, which provision for confession of judgment is hereby specifically authorized and approved;

FURTHER RESOLVED, that Stephen P. Wilson as the President – Virginia Office of SCG Capital Corp., and John M. Nelson, IV as the Chief Executive Officer of SCG Capital Corp. (each an “**Authorized Representative**”) are individually authorized and directed on behalf of each of the Project Entities to (i) take all other actions necessary to carry out the intent and purposes of the foregoing resolutions, (ii) enter into, execute, and deliver on behalf of each of the Project Entities, as applicable, the Transaction Documents to which they are a party and any and all other documents that the Authorized Representative deems necessary or appropriate for the consummation of the transactions contemplated herein, and (iii) as may be necessary for the benefit of each of the Project Entities, to supplement, reaffirm, amend or modify the Transaction Documents to which they are a party, at any time;

FURTHER RESOLVED, that all acts, actions, or agreements undertaken prior to the adoption of these resolutions by any of the Project Entities or any of its representatives in connection with matters of the type set forth in the foregoing resolutions are hereby ratified, confirmed, and adopted by each of the Project Entities;

FURTHER RESOLVED, that the foregoing resolutions are intended to be and may be relied upon by any person or entity involved in any one or more of the actions comprising the above-described transactions.

The undersigned hereby adopt the foregoing resolutions and have executed this written consent effective as of May 18, 2020.

[signature pages follow]

[Signature page to Written Consent]

The foregoing resolutions are adopted:


On behalf of **Arrowbrook Apartments II, LLC**, a Virginia limited liability company, by its managing member:

Arrowbrook II Managing Member LLC

By: SCG Development Partners, LLC
its managing member

By: SCG Development Manager, LLC
its managing member

By: SCG Capital Corp.
its sole member

By: 
Name: Stephen P. Wilson
Title: President –Virginia Office


[Signature page to Written Consent]

On behalf of **Arrowbrook II Managing Member LLC**, by its managing member:

SCG Development Partners, LLC

By: SCG Development Manager, LLC
its managing member

By: SCG Capital Corp.
its sole member


By: 
Name: Stephen P. Wilson
Title: President –Virginia Office

[Signature page to Written Consent]

On behalf of **SCG Development Partners, LLC**, by its managing member:

SCG Development Manager, LLC


By: SCG Capital Corp.
its sole member

By: 
Name: Stephen P. Wilson
Title: President –Virginia Office

[Signature page to Written Consent]

On behalf of **SCG Development Manager, LLC**, by its sole member:

SCG Capital Corp.

By: 
Name: Stephen P. Wilson
Title: President –Virginia Office

[Signature page to Written Consent]

On behalf of SCG Capital Corp., by its Board of Directors:



John M. Nelson, Director (Chairman)

Benjamin D. Mottola, Director

Stephen P. Wilson, Director

Kyle F. Wolff, Director

Q

Documentation of Rental
Assistance

This deal does not require
information behind this tab.

R

Documentation of
Operating Budget

2020 Low-Income Housing Tax Credit Application For Reservation

M. OPERATING EXPENSES

Administrative:

Use Whole Numbers Only!

1. Advertising/Marketing			\$12,991
2. Office Salaries			\$155,892
3. Office Supplies			\$0
4. Office/Model Apartment	(type _____)		\$0
5. Management Fee			\$81,241
<u>3.00%</u> of EGI	<u>\$548.93</u>	Per Unit	
6. Manager Salaries			\$0
7. Staff Unit (s)	(type _____)		\$0
8. Legal			\$0
9. Auditing			\$0
10. Bookkeeping/Accounting Fees			\$0
11. Telephone & Answering Service			\$0
12. Tax Credit Monitoring Fee			\$4,410
13. Miscellaneous Administrative			\$51,964
Total Administrative			\$306,498

Utilities

14. Fuel Oil			\$0
15. Electricity			\$19,487
16. Water			\$12,991
17. Gas			\$0
18. Sewer			\$0
Total Utility			\$32,478

Operating:

19. Janitor/Cleaning Payroll			\$0
20. Janitor/Cleaning Supplies			\$0
21. Janitor/Cleaning Contract			\$0
22. Exterminating			\$25,982
23. Trash Removal			\$32,478
24. Security Payroll/Contract			\$12,991
25. Grounds Payroll			\$0
26. Grounds Supplies			\$38,973
27. Grounds Contract			\$0
28. Maintenance/Repairs Payroll			\$103,928
29. Repairs/Material			\$0
30. Repairs Contract			\$0
31. Elevator Maintenance/Contract			\$0
32. Heating/Cooling Repairs & Maintenance			\$0
33. Pool Maintenance/Contract/Staff			\$0
34. Snow Removal			\$0
35. Decorating/Payroll/Contract			\$0
36. Decorating Supplies			\$25,982
37. Miscellaneous			\$0
Totals Operating & Maintenance			\$240,334

M. OPERATING EXPENSES

Taxes & Insurance

38. Real Estate Taxes	\$259,000
39. Payroll Taxes	\$46,768
40. Miscellaneous Taxes/Licenses/Permits	\$0
41. Property & Liability Insurance	\$60,538
42. Fidelity Bond	\$0
43. Workman's Compensation	\$0
44. Health Insurance & Employee Benefits	\$0
45. Other Insurance	\$0
Total Taxes & Insurance	\$366,306

Total Operating Expense **\$945,616**

Total Operating Expenses Per Unit \$6,389 **C. Total Operating Expenses as % of EGI** 34.92%

Replacement Reserves (Total # Units X \$300 or \$250 New Const. Elderly Minimum) **\$44,400**

Total Expenses	\$990,016
-----------------------	------------------

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



February 13, 2019

Stephanie Marcus
SCG Development
8245 Boone Boulevard, Suite 640
Tysons Corner, Virginia 22182
smm@scgdevelopment.com

RE: Preliminary Utility Allowance for Arrowbrook Centre Apartments

Dear Ms. Marcus,

Please see the following Preliminary Utility Allowance (UA) for Arrowbrook Centre Apartments located in Herndon, Virginia. The electric projections were generated utilizing Dominion Energy rates. Water projections were generated using Fairfax Water rates. Sewer projections were generated using Fairfax County rates. The utility rates are current within 90 days of the date of this letter. Below is a table depicting the highest UA by each bedroom type. Should you have any questions do not hesitate to contact me.

EARTHCRAFT PRELIMINARY UA*			ALLOWANCES BY BEDROOM SIZE			
Utilities	Type of Utility	Paid by	Studio	1-bdr	2-bdr	3-bdr
Heating	Electric	Tenant	\$11	\$14	\$17	\$20
Air Conditioning	Electric	Tenant	\$5	\$7	\$8	\$9
Cooking	Electric	Tenant	\$4	\$5	\$7	\$8
Lighting	Electric	Tenant	\$18	\$22	\$26	\$30
Hot Water	Electric	Tenant	\$10	\$13	\$15	\$18
Water	-	Tenant	\$10	\$12	\$16	\$19
Sewer	-	Tenant	\$23	\$27	\$35	\$43
Trash	-	Owner	-	-	-	-
Total UA for costs paid by tenant			\$81	\$100	\$124	\$147
<i>*Allowances only for application use for Arrowbrook Centre Apartments as an EarthCraft project.</i>						

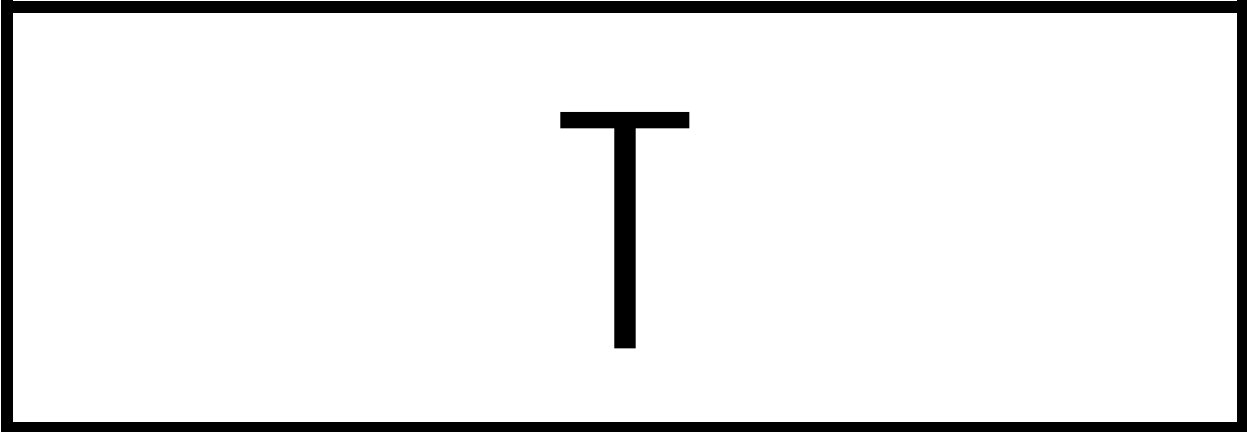
Sincerely,

Rob McRaney
Business Relations Manager, Viridiant

S

Supportive Housing
Certification

This deal does not require
information behind this tab.



T

Funding Documentation

At a regular meeting of the Board of Supervisors of Fairfax County, held in the Board Auditorium in the Government Center Building, Fairfax, Virginia, on February 19, 2019, at which meeting a quorum was present and voting, the following resolution was adopted:

RESOLUTION OF THE BOARD OF SUPERVISORS
OF FAIRFAX COUNTY, VIRGINIA,
DESIGNATING THE ARROWBROOK APARTMENTS SITE
A REVITALIZATION AREA
PURSUANT TO VIRGINIA CODE § 36-55.30:2

RECITALS

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R-3 The Developer's financing plan for the Development includes, among other things, an application to the Virginia Housing and Development Authority ("VHDA") for competitive nine percent tax credits pertaining to a portion of the 274-unit proposed Development.

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(ii) private enterprise and investment are not reasonably expected, without assistance, to produce the construction or rehabilitation of decent, safe and sanitary housing and supporting facilities that will meet the needs of low and moderate income persons and families in such area and will induce other persons and families to live within such area and thereby create a desirable economic mix of residents in such area.

NOW, THEREFORE, THE BOARD HEREBY DETERMINES as follows:

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

A Copy – Teste:



Catherine A. Chianese
Clerk to the Board of Supervisors

Arrowbrook Centre Apartments Proposed Revitalization Area - 4.6 Acres

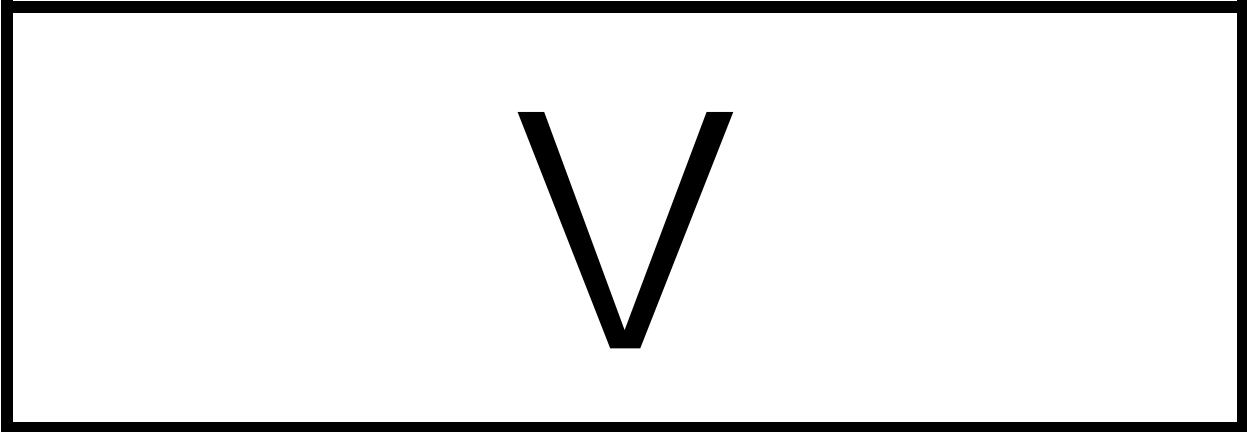
Exhibit A



U

Documentation to
Request Exception to
Restriction-Pools with
Little/No Increase in Rent
Burdened Population

This deal does not require
information behind this tab.



V

Nonprofit or LHA Purchase
Option or Right of First
Refusal

This deal does not require
information behind this tab.

W

Internet Safety Plan and
Resident Information
Form

(if internet amenities selected)

DRAFT
INTERNET
USE AGREEMENT

THIS INTERNET USE AGREEMENT represents the complete agreement and understanding between Arrowbrook Centre Apartments, and the tenant, for the use of internet access service provided by Arrowbrook Centre Apartments ("Service"). Tenant's use of Service shall constitute tenant's acceptance of the terms and conditions of this agreement including the Internet Operating Policies. Upon notice published on-line via the Arrowbrook Centre Apartments web site, Arrowbrook Centre Apartments may modify these terms and conditions, and amplify them, as well as discontinue or change the services offered. Tenant's use of Service after modification shall constitute tenant's acceptance of the modifications.

TERMS AND CONDITIONS

PROVISION OF SERVICES. The Service is a service whereby a tenant may gain direct high speed access to the Internet via Wi-Fi, where provided.

SERVICE RATES AND CHARGES. The Service is provided free of charge as a convenience to the tenant and is not provided as a service with economic value.

LIMITATION OF WARRANTIES AND LIABILITY; DISCLAIMER OF WARRANTIES. Your use of the Service is at your own risk. Neither Arrowbrook Centre Apartments nor any of its underlying service providers, information providers, licensors, employees, or agents, warrant that the Service will be uninterrupted or error free; nor does Arrowbrook Centre Apartments or any of its underlying service providers, information providers, licensors, employees, or agents, make any warranty as to the results to be obtained from the use of the Service. THE SERVICE IS DISTRIBUTED ON AN "AS IS", "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, OTHER THAN THOSE WARRANTIES (IF ANY) WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION, OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS USE AGREEMENT, ALL SUCH WARRANTIES BEING EXPRESSLY DISCLAIMED. NEITHER LOOKING GLASS APARTMENTS, LLP NOR ANY OF ITS UNDERLYING SERVICE PROVIDERS, INFORMATION PROVIDERS, LICENSERS, EMPLOYEES, OR AGENTS SHALL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES SUFFERED BY YOU OR ANY OTHER PARTY AS A RESULT OF THE OPERATION OR MALFUNCTION OF THE SERVICE, REGARDLESS OF WHETHER OR NOT SUCH PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

YOU EXPRESSLY ACKNOWLEDGE THAT THE PROVISIONS OF THIS SECTION SHALL ALSO APPLY TO ALL CONTENT OR OTHER SERVICES AVAILABLE THROUGH THE SERVICE. YOU AGREE THAT YOU WILL NOT IN ANY WAY HOLD ARROWBROOK CENTRE APARTMENTS RESPONSIBLE FOR ANY SELECTION OR RETENTION OF, OR THE ACTS OR OMISSIONS OF, THIRD PARTIES IN CONNECTION WITH THE SERVICE (INCLUDING THOSE WITH WHOM ARROWBROOK CENTRE APARTMENTS MAY CONTRACT TO OPERATE VARIOUS AREAS ON THE SERVICE).

You assume total responsibility and risk for your use of the service and the Internet. ARROWBROOK CENTRE APARTMENTS DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER (INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE OR NONINFRINGEMENT, OR THE IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH REGARD TO THE SERVICE, ANY MERCHANDISE, INFORMATION OR SERVICE PROVIDED THROUGH THE SERVICE OR ON THE INTERNET GENERALLY, AND ARROWBROOK CENTRE APARTMENTS SHALL NOT BE LIABLE FOR ANY COST OR DAMAGE ARISING EITHER DIRECTLY OR INDIRECTLY FROM ANY SUCH TRANSACTION. It is solely your responsibility to evaluate the accuracy, completeness and usefulness of all opinions, advice, services, merchandise and other information provided through the service or on the Internet generally. Arrowbrook Centre Apartments does not warrant that the service will be uninterrupted or error-free or that defects in the service will be corrected.

You understand further that the Internet contains unedited materials, some of which are sexually explicit or may be offensive to you. You access such materials at your own risk. Arrowbrook Centre Apartments has no control over and accepts no responsibility whatsoever for such materials.

Your sole and exclusive remedy for any failure or non-performance of the Service (including any associated software or other materials supplied in connection with the Service) shall be for Arrowbrook Centre Apartments to use commercially reasonable efforts to effectuate an adjustment or repair of the Service.

INDEMNIFICATION BY USER. You shall indemnify and hold harmless Arrowbrook Centre Apartments and any of its underlying service providers, information providers, licensors, employees or agents from and against any and all claims, demands, actions, causes of action, suits proceedings, losses, damages, costs, and expenses, including reasonable attorney fees,

arising from or relating to your use of the Service, or any act, error, or omission of you or any user of your account in connection therewith, including, but not limited to, matters relating to incorrect, incomplete, or misleading information; libel; invasion of privacy; infringement of a copyright, trademark, service mark, or other intellectual property; any defective product or any injury or damage to person or property caused by any products sold or otherwise distributed through or in connection with the Service; or violation of any applicable law.

OTHER RESPONSIBILITIES OF USER. You agree that you will be responsible for all usage of the Service and any other services accessed through the Service whether or not authorized by you. You agree to pay any applicable fees or charges by any applicable due date, and to pay any interest or late fees incurred for late payment of the required fees. You agree not to transmit or publish on or over the Service any information, software or other content which violates or infringes upon the rights of any others or to use the facilities and capabilities of the Service to conduct any business or activity or solicit the performance of any activity which is prohibited by law. You agree to comply with all applicable laws, rules and regulations in connection with the Service. You acknowledge that you are aware that certain content, services or locations of the Service or of other parties that may be accessible through the Service may contain materials that are unsuitable for minors (persons under 18 years of age). You agree to supervise usage of the Service by any minors whom you permit to use the Service. You agree to perform independent backup of data stored on your computer as Arrowbrook Centre Apartments is not responsible for personal files residing on your computer.

TERM. This agreement for the use of the Service will be in effect from the date your completed registration is accepted by Arrowbrook Centre Apartments or the time you first access the Service whichever comes first. This agreement and your use of the Service may be terminated by either you or Arrowbrook Centre Apartments at any time by written notice to the other, or by Arrowbrook Centre Apartments at any time with or without notice for your non-payment, other default, or violation of any terms of this Internet Use Agreement or Internet Operating Policy. The provisions of paragraph 4.0 and all other obligations of and restrictions on you and any user of your Service shall survive any termination of this Internet Use Agreement and Internet Operating Policy.

MISCELLANEOUS. This Internet Use Agreement and Internet Operating Policy shall be governed and construed in accordance with the laws of the State of Virginia applicable to agreements made and to be performed in Virginia. You agree that any legal action or proceeding between Arrowbrook Centre Apartments and you for any purpose concerning these

agreements or the parties' obligations hereunder shall be brought exclusively in a federal or state court of competent jurisdiction sitting in Virginia. Any cause of action or claim you may have with respect to the Service must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred. Arrowbrook Centre Apartments' failure to insist upon or enforce strict performance of any provision of this Agreement shall not be constructed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement. Arrowbrook Centre Apartments may assign its rights and duties under this Agreement to any party at any time without notice to you.

SERVICE IS PROVIDED ON THE FOLLOWING TERMS:

1. Arrowbrook Centre Apartments is not responsible for the provision, performance and support of your PC. Arrowbrook Centre Apartments provides support for Service only to the Wi-Fi system. Support for your PC and any connecting Ethernet cables or any other devices to the wall jack is your responsibility.
2. You are solely responsible for keeping your computer secure and free of viruses or other harmful programs that can directly or indirectly interfere with the operations of the Service, and that of third parties connected to its networks. You are solely responsible for guarding against and repairing your computer and other systems from any infection by malicious code or unauthorized use.
3. Arrowbrook Centre Apartments cannot guarantee security and it is essential that you make use of a personal firewall, and anti-virus software due to the "always-on" nature of the Service. In addition, Arrowbrook Centre Apartments strongly recommends you add further security protection by obtaining current updates to your application software.
4. You may not use the Service in any way which, in Arrowbrook Centre Apartments's sole opinion, is, or is likely to be, detrimental to the provision of the Service to any other Arrowbrook Centre Apartments tenant. This includes, but is not limited to, running any application or program that places excessive bandwidth demands on the Service. If Arrowbrook Centre Apartments determines you are using excessive bandwidth, at our discretion we may reduce the bandwidth available, or temporarily suspend or permanently disconnect the Service (with or without notification). Arrowbrook Centre Apartments automatically blocks file sharing usage.
5. Occasionally, we may need to temporarily suspend the Service for repairs or planned maintenance and upgrades. Where this occurs, we will give you as much notice as is reasonably possible under existing circumstances.

6. We cannot guarantee that the Service will never be faulty, however we will respond to all reported faults as soon as is reasonably possible.
7. Arrowbrook Centre Apartments reserves the right to email Service announcements to you as part of the Service. It is the tenant's responsibility to notify the office of a change of email address.
8. You may not use the facilities and capabilities of the Service to conduct any activity or solicit the performance of any illegal or criminal activity.
9. You may not send proactively, receive, upload, download, use or re-use any information or material which is offensive, abusive, indecent, defamatory, obscene or menacing, or in breach of confidence, copyright, privacy or any other rights.
10. You may not do anything which is contrary to the acceptable use policies of any connected networks and Internet standards.
11. You may not post or transmit any file which contains viruses, worms, "Trojan horses" or any other contaminating or destructive features.
12. You may not hack into any aspect of the Service.
13. You may not circumvent, or attempt to seek to circumvent, any of the security safeguards of Arrowbrook Centre Apartments or any of its suppliers or vendors.
14. You may not use the Service to cause annoyance, interference, inconvenience or needless anxiety to tenants or others.
15. You may not send or provide any unsolicited advertising or other promotional material, commonly referred to as "spam" by email or by any other electronic means.
16. You may not send email or any other type of electronic message with the intention or result of affecting the performance or functionality of any computer facility.
17. You may not use the Service other than for your personal use, and you acknowledge that Arrowbrook Centre Apartments shall not in any way whatsoever be liable to you or to any third party for any personal losses (including without limitation any loss of profits, business or anticipated savings or for any destruction of data) suffered in anyway whatsoever by you or any third party.
18. You may not employ a misleading email address or name or falsify information in the header, footer, return path or any part of any communication, including without limitation any email transmitted through the Service.
19. You may not permit any third party to do any of the above.

20. A current copy of the Internet Use Agreement is posted at (TBD). The version of this User Agreement and Operating Policy stored at that URL is considered the current and binding version.

21. If any aspect of these terms and conditions is found to be unenforceable or unlawful, then that provision shall be deemed severable from these terms and conditions and shall not affect the validity and enforceability of any remaining provisions.

22. These Terms and Conditions and the Internet Use Agreement set out the whole of our agreement relating to our supply of the Service. They cannot be varied except in writing by a managing partner of Arrowbrook Centre Apartments. In particular nothing said by any employee or person on behalf of Arrowbrook Centre Apartments should be understood as a variation of these Terms and Conditions or an authorized representation about the Service or the nature and quality of items displayed thereon. Arrowbrook Centre Apartments shall have no liability for any such representation being untrue or misleading.

Signed on _____, 20__.

Tenant Signature _____

DRAFT
INTERNET
SECURITY PLAN

Arrowbrook Centre Apartments

DRAFT Internet Security Plan

Secure wireless networks at Arrowbrook Centre Apartments will provide our residents with a safe and convenient way to have internet access within their apartment homes and in certain common areas throughout the property.

Security is the foundation of every successful Wi-Fi network. Keeping our residents and the property secure will be a top priority for Arrowbrook Centre Apartments. Arrowbrook Centre Apartments will hire a third-party service provider to monitor and maintain the resident Wifi system.

Security infrastructure will need to control where our residents can go on the network and what they can do on the network. Arrowbrook Centre Apartments and their third-party service provider will install:

1. Firewall protections. The Firewall will include integrated security features, including anti-virus protection, spam filtering, DPI, and application filtering. The Firewall will be able to see which devices and applications are being used on the network. The Firewall can scan applications for security threats and only allow approved applications to be used on the network.
2. Intrusion Detection System (IDS). An intrusion detection system monitors the network for malicious activity or policy violations. Any malicious activity or violations typically reported either to the third-party administrator or collected centrally using a security information and event management system.
3. Resident Profiles. Each resident will be required to complete a unique profile to allow Arrowbrook Centre Apartments and the third party service provider to know who is using the WiFi, devices using the WiFi, and potential tampering with the WiFi services.
4. All residents will be required to sign an Internet Service Use Agreement and will receive Internet Education Training from Arrowbrook Centre Apartments and the third party service provider.

DRAFT
INTERNET
SAFETY EDUCATION



Internet Safety

Playing it safe while playing online



Hi there kids! I am Charlie Cardinal and this is Speedy the Crime Fighting Hamster. We are here to introduce you to the basics of Internet Safety and some of the villains you need to watch out for. There are some bad characters out there, so you have to protect yourself. Your parents won't always be there to watch out for you, so stay sharp, learn all you can, and stay safe!



Privacy & Personal Information



Privacy is being able to keep things secret or hidden from others.

Personal Information is information about you or your family such as your address, a social security number, your parent's bank account, or how much money they have.

Criminals love to get people's personal information because they can pretend to be you, or use your money to buy things.

They can also make money off of your information by selling it to others. Companies or other criminals will use your info to send you junk mail or spam emails.

Criminals learning your address can be very bad. They may break in and steal from you. Protect your safety and your belongings, by keeping your information a secret.

These bad people may even use your personal information to trick someone else in your circle of friends and family. People sometimes tell criminals things that they shouldn't if they think that they are communicating with someone they know.



Think before you click



Do you know who sent that email?



Passwords

One of the most important things you need to learn is how to create strong passwords. A password is a code you type in to let the computer know it is really you.

Having an easy to guess password could allow someone to snoop around in your private information.

The way to make your password strong is to never use your name or your birthday. Use something hard to guess, but easy for you to remember. Make your password at least 8 characters long, and mixing numbers, symbols, and upper and lower case letters makes the password strong just like Speedy. Avoid using the same password over and over. That way if they do figure out your password, they only gain access to one account. And never leave your passwords written down where someone can find it.



A great tool online that creates kid friendly passwords is the website, www.dinopass.com

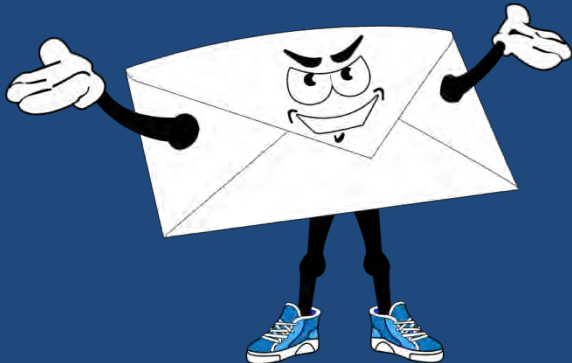
Spam



Spam is basically email that you receive from different companies or strangers that you did not sign up for. Most times it isn't from real companies and usually the sender is up to no good.

Spam emails can sometimes be a phishing scam. Phishing emails are emails that look like it is from some trusted source. A place like your bank, the IRS where taxes are collected, or some other business you shop with often. They make their email look like it is the real thing with logos, and they put links in the email baiting you to click them. Once you click the link, you could be launching a program that can damage your computer in some way or collect your personal information.

Spam emails can also use winning a sweepstakes or some other type prize to trick you into trusting the email source. After they hook you in, they inform you that to collect your prize, you must give them your credit card number.



How do you know it is spam?

Spam emails typically have a bunch of spelling and grammar errors or a mention of someone you don't know in the subject line. Don't Open It! Delete those emails right away.



Malware



Malware is a program written with the intent to harm your computer in some way.

Programs such as this, may be waiting for you to do something(a trigger), so that it can run. This could be the clicking of the link or opening an email attachment.

When searching for free downloads online, be very careful. There are a lot of sites out there trying to trick you. They will pay to make their site get returned at the top of the list of search results. Then when you access the page, they use blinking buttons to trick you to click. The result of clicking usually ends up being your computer loaded up with malware.

Once your machine is infected, it can change browser settings, create unusual popup ads on your computer and then pass the malware on to someone else.



Spyware is a program that gets onto your computer through a download or a virus and it gathers information about you and sends this back to its creator.

Some of the types of information spyware might send back to home base is email addresses of you or your contacts, passwords, account numbers, and credit card numbers.

Some spyware out there records how you use your computer and what you search for online.

Adware

Adware is software that you are allowed to use by the author because of the advertisements that pop up occasionally during the game. Many of these type games you will find in the form of apps on your phone or devices.

Through the addition of advertisements, the developer gains some income that may supplement a discount to the user, sometimes making the software free.

Often after using the product with the ads, a consumer will purchase the software to get rid of the ads.

<http://www.pctools.com/security-news/what-is-adware-and-spyware/>



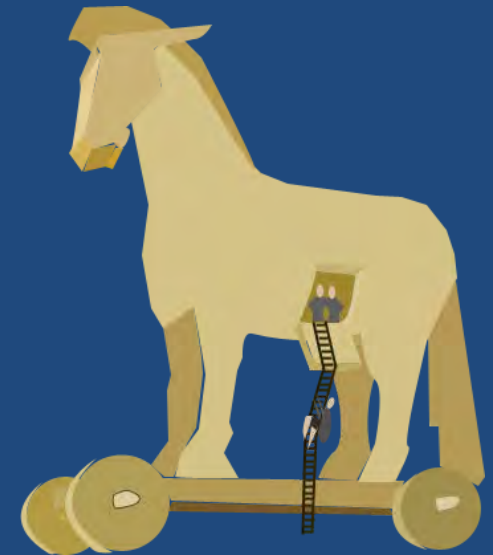
Trojan Horse

The name for the Trojan Horse virus was derived from tale of the Trojan Horse constructed by the Greeks to gain access to the city of Troy. The wooden horse was left at the gates as an offering to Athena. The horse was then wheeled into the city and out came Greek fighters hiding inside. <http://www.britannica.com/topic/Trojan-horse>

A Trojan horse virus is a form of malware that is dressed up as something interesting or software from a source we are familiar with. The purpose is to trick the person into installing it. This allows the creator of the Trojan to do damage to data or software on your computer. They also will set up a 'back door' or access point that allows them to access your system.

Trojan viruses don't spread by infecting other files and they cannot duplicate themselves.

<http://www.webopedia.com/DidYouKnow/Internet/virus.asp>



Worms

Worms are malware that can duplicate itself and spread to other computers. Worms always do something bad, even if it is just slowing things down.

Worms will frequently set up the ability for computers to be taken over by the worm's author by creating backdoors on the host computer. These computers are then called a "zombie computer". "Zombie computers" can be used to send out spam or as a shield to hide the web address of people who want to do bad things.

<http://www.webopedia.com/TERM/Z/zombie.html>





Virus

A virus is a small program that is created to spread from one computer to the next and to mess up the way your computer works.

Many times viruses hop from computer to computer via email attachments or messages. They can also hide in funny pictures(memes), e-cards, or other desirable file attachments. It can also be sent through an instant message.

A virus can corrupt your data, or worse, delete it. It can also email copies of itself to your friends.

Keeping your anti-virus software up to date is key to protecting against the latest viruses and other security threats.

<https://www.microsoft.com/security/pc-security/virus-whatis.aspx>

Social Media



Privacy settings on social media accounts are set up as public when you first get one. Unless you want everyone to be able to look at all of your photos and other private stuff, you must go into your account settings and change this.

Something to remember is whatever you post and say on your page can be shared by your friends. Think about what you post online, BEFORE you do it. What you post, could be seen by anyone at any time depending on your settings and the friends you keep. Because we can take pictures of our screens, there is really no setting that can protect you. Think twice about what you are sharing with others, so there are no regrets later.

Make sure you know the people that you accept friend requests from. Sometimes people try to friend you to hack your Facebook account or access your contacts. Once you are hacked they will send out strange messages or friend requests to your contacts. Protect your friends and yourself by being cautious with friends and creating strong passwords for your social media accounts.

Geotagging



Geotagging is the bit of data that your electronic device packages with your picture that has information about where the picture was taken. This is something that can be turned on and off in your device and typically comes turned on until you change the setting.

When your photo is geotagged, this gives people information about your location. Letting outsiders know where you are, can allow them to plan to steal your belongings or vandalize your home.

Consider if you post a photo every Wednesday in your outfit ready to walk to ball practice and geotagging is turned on. This shows you have a routine and gives a rough area you will be in. A predator could come and take you away.

Another issue with allowing the geotagging to occur is you don't have control of your own privacy. Everyone does not need to know where you are all of the time, keep this information private.

<http://www.nytimes.com/2010/08/13/technology/personaltech>



Be Careful of What You Say!



Defamation: Defamation is the blanket word used for all types of untrue statements made about others. [Definition of Defamation on Law.com](#)

Slander: When someone orally tells one or more people an untruth about someone, which will harm the reputation of the person it is about. It is not slander if the untruth is in writing of some sort or if it is broadcast through television or radio.

[Definition of Slander on Law.com](#)

Libel: This is where someone publishes to print(including pictures), written word, online posts, blogs, articles, or broadcast through radio, television, or film, an untruth about another which will do harm to the person's reputation. [Definition of Libel on Law.com](#)



Be Careful of What You Say!



Much of the things people post online may get ignored, and you may get lucky and avoid legal action. But, when someone gets angry and files a lawsuit it can cause a major headache and possibly hit you hard in the wallet.

You might think you should have a right to openly complain about a company and their bad service or lousy product. Well when it comes to this, it is not always that simple. You can get sued for this and even if the judge agrees with you, you still have to pay for a defense attorney. Think twice and make sure that whatever you have to say is worth any headache you may have pop up later.

<http://ideas.time.com/2013/01/07/yelp-reviewers-beware-you-can-get-sued/>

On social media, people get into the habit of letting their emotions get the better of them and they end up speaking their minds about others online. When that person feels that this damages their character, they may opt to sue the other person for defamation. Even if their case is not successful, the stress, money, and time that you spend defending yourself is not worth it. To read more about defamatory social media posts, [click here](#).

Stranger Danger Online



When you think of being on your computer or other electronic device in your own home, you probably think you are safe. Your mom is in the next room, what could happen?

Well there are people online that are up to no good. They go in chat rooms and pop up on your instant messenger, looking for someone to “groom”.

What is grooming you say? Well, grooming is when a stranger (can be any age) finds someone they are interested in, usually a minor. They act really nice and maybe they pretend they are much younger than they really are, like they are a kid just like you. Then they try to get you to like them and to trust them. They may ask you not to tell anyone you are talking to them. This is not okay and is a warning sign of a possible groomer.

How to Protect Yourself in Online Chats

- Choose chat sites designed for kids, such as www.kidzworld.com. Kidzworld is moderated and its aim is to protect kids from unwanted requests and online bullying.
- Beware of people you don't know. If they are asking too many questions or being too friendly they may be up to no good.
- If someone asks you to send them a picture or sends you a picture or video that is inappropriate, tell an adult or report them to the site moderators.
- Don't give out personal information to strangers online
- Don't tell strangers where you live or give them your telephone number
- Don't send strangers pictures of you or others
- If you are being bullied or threatened online, tell an adult or someone you trust





Cyberbullying

- Cyberbullying is the **willful and repeated harm** inflicted through the use of computers, cell phones, and other electronic devices.
- Using PhotoShop or other tools to create harassing images.
- Posting jokes about another person on the internet
- Using the internet to entice a group to physically harm another person.
- Making threats online using IM, email, social networking sites, or other electronic devices.



Consequences of Cyberbullying

Anything that you write, pictures that you post, or videos that you upload can be used by your school to suspend you.

College students have been removed from their athletic teams and lost college funding for writing negative comments about their coach.

When applying to colleges, they will search online to see what kind of person you are. They can deny you access if they don't like what they find.

When businesses are looking at people to hire for a job they will many times use social media to see what kind of person they are. Mean or inappropriate type posts can prevent you from getting the job you desire.

Cyberbullying can also be considered a crime and participating in this type of behavior can land you in big trouble.

Consequences of Cyberbullying

- § 18.2-152.7:1. Harassment by Computer; Penalty makes cyberbullying a crime.
- Carries a \$2500 fine and punishable by up to **12 months in prison.**

There are many websites designed to inform and decrease the number of bullying cases we see each year. The U.S. Department of Health and Human Services has created a website with lots of resources to help combat bullying of all kinds - www.stopbullying.gov

If you experience cyberbullying or witness it, tell someone such as a school counselor, teacher, or a parent.





The Effects of Cyberbullying

- Victims feel depressed, sad, angry, and frustrated.
- Victims become afraid and/or embarrassed to attend school.
- Can lead to low self-worth, family problems, academic problems, school violence, and bad behavior.
- Victims can also develop thoughts of killing themselves and possibly act on these feelings.
- There are no positive effects of cyberbullying, only pain and suffering for the victims.
- The affects of being bullied can affect the victim into adulthood and prevent them from being all they can be in the future.



Dealing with Cyberbullying

- Never do the same thing back, 2 wrongs don't make a right
- Tell them to stop
- Block their access to you
- Report it to the site you are on such as Facebook or Twitter
- NEVER pass along messages from cyberbullies, stop the spread of this behavior
- Set up privacy controls and keep the bully out of your friends list
- Don't be a cyberbully yourself
- If you witness someone getting bullied, tell someone so it can be stopped. Many times the person being bullied won't tell out of fear.
- Spread the word that bullying is not cool
- Don't laugh or encourage the bully, it is not funny and it can lead to major trouble for the person doing the bullying.



About Sexting



“Sexting” is when someone sends or receives sexually explicit or non-PG Rated pictures or video electronically, mainly via cell phones or tablets.

The numbers on how many teens say that they have sent/posted nude or semi-nude pictures or videos of themselves is upsetting.

20% of teens between 13 to 19 years of age have engaged in sexting.

22% of teen girls

18% of teen boys

11% of teen girls between 13 to 16 years of age have engaged in sexting.

Did you know that if you forward a picture of a sexual or nude photo of someone underage, you are as responsible for the image as the original sender?? You can be charged with a crime.

Many teens don't realize that if you send a picture of yourself that is inappropriate and that picture ends up online, it could be there forever. You can never fully delete things that end up on the web.



About Sexting



There is no age minimum that protects young people from getting charged with a sexual offense.

Something that you think is okay or just a joke, might land you in a ton of trouble. For example, you might take a picture of your friend naked to embarrass them, but if they are under the age of 18, this is considered production of child pornography.

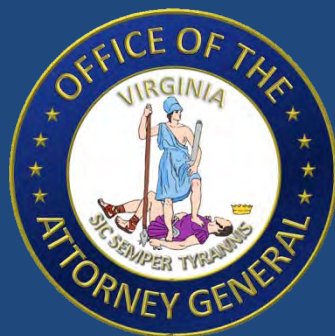
If you are sent something inappropriate, do not share it and don't delete it. Tell an adult immediately. You may feel like you are getting your friend into trouble, but you are protecting yourself and you are protecting them. They may not be thinking about the consequences or the effect this behavior can have on their future.

Anyone that gets convicted of a sex offense, will have to register as a sex offender. Sex offenders have to keep their address updated and keep a current photo with the police. The information goes on the sex offender registry where anyone can go and see your picture and where you live online.

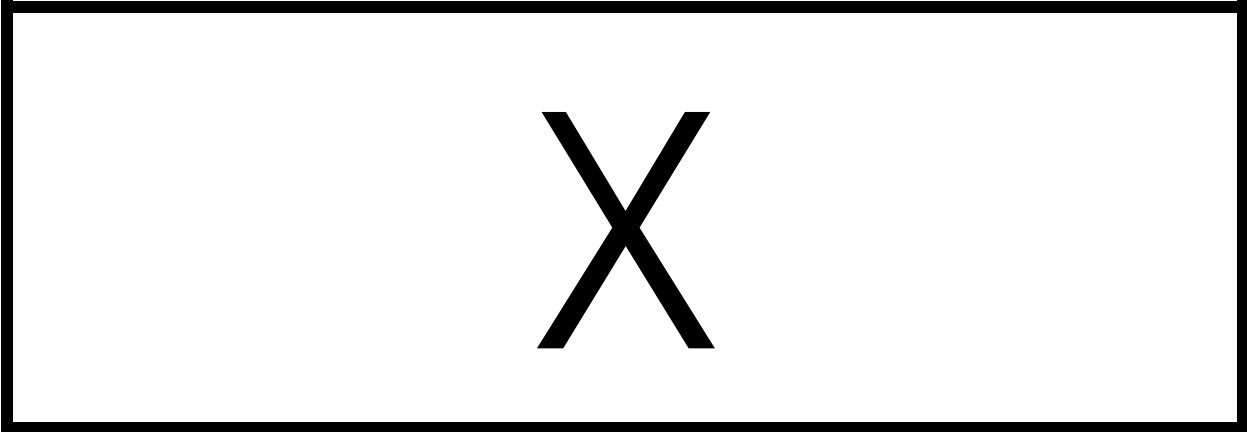
REMEMBER: You can't control what other people do with your photos. Even if you think you are sending it to someone you can trust, they may end up surprising you. You can't trust anyone with something as private as that. Don't Do It!

Legal Consequences of Sexting

- The Virginia Department of Education has an excellent resource with real life examples of the consequences of sexting that can be found [here](#).
- The Attorney General's Virginia Rules website is designed to give Virginia Youth information on all the laws in the state. [Virginia Rules](#) has extensive information on sexting and other internet security risks.
- This article in The Virginian-Pilot tells a story of five Virginia teens getting charged with felonies for sexting and being in possession of sexually explicit photos of a minor, read more about it [here](#).



Information Provided By:
Office of the Attorney
General
202 North Ninth Street
Richmond, Virginia 23219
(804) 786-2071
www.ag.virginia.gov



X

Marketing Plan

For units meeting accessibility requirements of HUD section

504

Arrowbrook Centre Apartments

Marketing Plan for Units Which Conform to Section 504 of the Rehabilitation Act

This Marketing Plan for Units Which Conform to Section 504 of the Rehabilitation Act (the "Marketing Plan") has been designed to convey to current and potential residents with disabilities that the Arrowbrook Centre Apartments (the "Property") apartments will be a new rental housing experience, with a commitment to excellent management and resident service, as well as an expectation of resident responsibility. Therefore, the majority of this plan will address ways in which property management will endeavor to secure qualified tenants, ensure quality tenancy, and provide effective management and maintenance of the property.

Arrowbrook Apartments I, LLC ("Property Owner"), will engage a VHDA approved and qualified property management firm (the "Property Manager") to manage the operations of Arrowbrook Centre Apartments. The Property Manager will be responsible for all of the traditional management functions, including rent collection, maintenance, record keeping, reports, development of budgets, and monitoring resident income qualifications. Additionally, the Property Owner will be responsible for the development and management of community and resident services programs.

L. Affirmative Marketing

The Property Management company is pledged to the letter and the spirit of the U.S. policy of the achievement of equal housing opportunity throughout the United States of America and will actively promote fair housing in the development and marketing of this project. They will also comply with all provisions of the Fair Housing Act (42 U.S.C 3500, et. Seq.).

The Property Manager will take an affirmative approach toward the marketing of all the accessible units at Arrowbrook Centre Apartments. Of these, fourteen (14) units will receive local project-based rental assistance and County supportive and case management services for the special needs residents for whom these units are designed. Qualified households include persons with mental, cognitive, or physical disability as defined by Section 504. These individuals or families will possess a critical housing need and will work with a Fairfax County Department of Human Services ("DHS") Case Manager.

In the unlikely case that there will not be sufficient need expressed from clients of the County's Permanent Supportive Housing Program to fill the fourteen units, the Property Manager will take an active role in marketing these units to the organizations listed below.

When a Section 504 unit becomes vacant, the Property Manager will work to fill the unit with a qualified household. Marketing will include outreach to partner organizations and advertisement in standard marketing vehicles (e.g. Craigslist). Any unit which is designated as a unit for people with disabilities and that conforms to Section 504 of the Rehabilitation Act will be held vacant for sixty days (60). The Property Manager will document its marketing efforts to find households with qualified disabilities during this time period. If a qualified tenant is not found, the marketing evidence will be submitted to VHDA's Program Compliance Officer and the manager will request approval to rent the unit

to any income-qualified household. If the request is approved, the lease will contain a provision stating that the household must agree to move to a vacant unit at the same property if a household including a person with a disability applies for the unit, and that the move will be paid for by the property owner.

II. Marketing and Outreach

Locating people with disabilities to occupy the units which conform to the requirements of Section 504 of the Rehabilitation Act will be accomplished as follows:

1. Networking

The Property Manager will contact local centers for independent living, disability services boards and other service organizations via phone and printed communication. The contacts will include the following organizations:

Endeppendence Center of Northern Virginia
2300 Clarendon Boulevard, Suite 305
Courthouse Plaza II
Arlington, Virginia 22201
(703) 525-3268

Virginia Board for People with Disabilities
1100 Bank Street, 7th Floor
Richmond, Virginia 23219
(804) 786-0016

Disability Services Planning and Development
12011 Government Center Parkway, Suite 708
Fairfax, Virginia 22035
(703) 324-5421

Virginia Department for Aging and Rehabilitative
Services
8004 Franklin Farms Drive
Henrico, Virginia 23229-5019

Virginia Department for Aging and Rehabilitative
Services
5904 Old Richmond Highway Suite 410
Alexandria, VA 22303
(703) 960-3411

Fairfax-Falls Church Community Services Board
8221 Willow Oaks Corporate Drive
Fairfax, VA 22031
(703) 383-8500

Community Services Board
Developmental Disabilities Services
12011 Government Center Parkway, Suite 300
Fairfax, VA 22035
(703) 324-4400

Disability Services Planning and Development
12011 Government Center Parkway, Suite 708
Fairfax, VA 22035
(703) 324-5421

Pathway Homes
10201 Fairfax Blvd., Suite 200
Fairfax, VA 22030-2209
(703) 876-0390

Community Residences 14160
Newbrook Dr.
Chantilly, VA 20151
(703) 842-2300

PRS, Inc.
1761 Old Meadow Rd, Suite 100
McLean, VA 22102
(703) 536-9000

Available Committed Affordable Apartments monthly list:
Fairfax Housing and Community Development
<https://housing.arlingtonva.us/get-help/rental-services/affordable-units/>

Go Section 8: Free Listing Service www.gosection8.com

www.accessva.org
Online housing registry for accessible affordable apartments

Virginia Department of Medical Assistance Services 600
East Broad Street
Richmond, VA 23219
(804) 786-7933

Virginia Department of Behavioral Health and Developmental Services 1220 Bank
Street
Richmond, VA 23219
(804) 786-3921

Disability Resource Center
703-228-1700

Virginia Board for People with Disabilities
www.vaboard.org
804-786-0016

Virginia Department for Aging and Rehabilitative Services 5904
Old Richmond Highway Suite 410
Alexandria, VA 22303
(703) 960-3411

Preference for Persons with Intellectual or Developmental Disability -- Intellectual and Developmental Disability (ID/DD) Units

Subject to appropriate federal approval, first preference to occupy the fourteen (14) accessible units that will have project based rental subsidies will be given to individuals with an intellectual or developmental disability (ID/DD), as determined by the Virginia Department of Medical Assistance Services (DMAS) or the Virginia Department of Behavioral Health and Developmental Services (DBHDS).

- A "first preference" will be given for person with a developmental disability.
- The Property Manager will obtain tenant referrals from the Virginia Department of Medical Assistance Services (DMAS) or Virginia Department of Behavioral Health and Developmental Services (DBHDS).
- The property manager will retain the tenant verification letter, Acknowledgment and Settlement Agreement Target Population Status.
- Developmental Disability units will be confirmed by VHDA.
- Elizabeth Seward, Director, Statewide Housing Initiatives, (804) 343-5615, elizabeth.seward@vhda.com

2. Internet Search

The Arrowbrook Centre Apartments apartments will also be listed on the following websites:

www.virginiahousingsearch.com

accessva.org
dbhds.virginia.gov

3. Print Media

Print media sources will also be identified in the Arlington area 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 Guide*, local newspapers, etc.

4. Resident Referrals

Resident referrals are an additional source of marketing, by word- of- mouth. To advance the goals and objectives of this Marketing Plan, the Property Manager may choose to implement short term referral incentives from time to time.

5. Marketing Materials

Additional marketing materials are needed in order to further support the specific marketing effort to people with disabilities. All advertising materials related to the project will contain the Equal Housing Opportunity logo, slogan or statement, in compliance with the Fair Housing Act, as well as the fact that units for people with disabilities are available. The marketing will also emphasize the physical and administrative compliance with Americans with Disabilities Act.

These marketing materials include, by way of example:

- **Brochures** A simple brochure can be produced at low cost which will effectively

sell the apartments and community. This brochure will include the floor plans and a listing of features and amenities. The floor plans should be printed in a format that helps facilitate understanding by prospective residents, of the unit layout. .

- **Flyers** - A flyer campaign can be used effectively to market the community. Each flyer should incorporate graphics and a property description to generate traffic. From time to time as necessary, flyers should include a special offer with a deadline (i.e. "Bring this flyer with you when you visit this weekend and pay no application fee!").

III. Public and Community Relations

The Property Manager will promote Equal Housing Opportunity by ensuring that all Site Signage containing the EHO logo and Fair Housing posters are displayed in English and Spanish in the Rental Office.

The Property Owner participates in a public and community relations program that boosts the relationship between the property owner and property manager, and local disability organizations, neighborhood civic organizations, social service programs, and other sources of potential qualified residents still to be identified.

IV. Tenant Selection and Orientation

The first contact with operations is paramount for 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 for resident interviews and application assistance.

The rental office will generally be open Monday through Friday from 10:00am to 6:00pm. 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.

Applicants will meet with the Property Manager or designated staff to discuss programs available on the property and will be supplied relevant information to assist them in their move.

Tenant Selection Criteria

Tenant Selection will include maximum income limits under the Low- Income Housing Tax Credit and Section 8 programs. Selection criteria will also include student status guidelines pursuant to the Low-Income Housing Tax Credit program.

Management will commit that no annual minimum income requirement that exceeds the greater of \$3,600 or 2.5 times the portion of rent to be paid by tenants receiving rental assistance will be applied.

Selection and Qualification Criteria

A third-party credit scoring provider is used to review applicants by means of a credit scoring model to determine an applicant's ability to meet his/her rental obligations. Credit scoring utilizes a statistical model for comparing information on bill paying history, the

number and type of credit accounts, late payments, outstanding debt, rental history and the age of accounts, to the performance of consumers with similar profiles. The scoring system awards points for each factor that helps predict applicant creditworthiness and the likelihood of the applicant to make payments when due. The scoring provider makes a recommendation of accept or decline based on the results.

As part of the credit approval process, each applicant is required to provide income information on the Rental Application. This information is verified via direct written contact by the leasing staff with the employer/source of income and/or written verification such as paystubs, tax returns, etc. If there is more than one applicant, the same credit approval process is performed.

Residents will also have additional qualification criteria as specifically addressed in the Affordable Housing Program.

Criminal Background Check

The Property Manager performs criminal background checks as part of the approval process for prospective residents. The criminal background check is subject to state and local landlord-tenant laws. The requirement is that a criminal background check be done on all adult occupants, as a condition of the application and as a condition of the lease agreement. Felony convictions for violent crimes Against people or property, drug-related activities, weapons related activities, larceny or sex-related crimes render an individual ineligible for occupancy.

A third-party contractor is utilized to perform these background checks, which includes a review of all available criminal records, local sex offender lists, the FBI Most Wanted List and the Office of Foreign Asset Control (OFAC) list.

As a condition of their lease agreement, residents are required to acknowledge that the landlord has the right to terminate a lease or evict a resident in the event that, after the lease has commenced, there is any subsequent discovery of a crime that would have rendered the resident ineligible for occupancy at move-in. The criminal background check policy that is implemented is subject to modification based on the Property Manager's experience with this requirement at the property.

Occupancy Standards

Both maximum and minimum per-unit occupancy standards will be established and maintained.

V. Turnover of Section 504 units

Any unit which is designated as a unit for people with disabilities and that conforms to Section 504 of the Rehabilitation Act will be held vacant for sixty days (60), during which marketing efforts must be documented. However, if marketing to the Target Population is deemed to be conducted satisfactorily on an ongoing basis throughout the year and management can provide sufficient documentation to VHDA's Compliance Officer, management may request the ability to lease 60-point Units and 30-point Units, to a household not in the Target Population without the unit remaining vacant for the 60-day timeframe. "Ongoing basis" means contact to at least two (2) resources at least monthly in the manner noted below at any time the required number of units is not actually occupied by the Target Population.

Each time a vacancy occurs in a 60-point Unit or a 30-point Unit, if a qualified household including a person in the Target Population is not located in the 60-day timeframe, the owner

or manager may submit the evidence of marketing to VHDA's Compliance Officer and request approval to rent the unit to an income-qualified household not a part of the Target Population. If the request is approved, the lease must contain a provision that the household must move to a vacant unit of comparable size in the development if a household in the Target Population applies for the unit. The move will be paid for by the owner.

If no vacant unit of comparable size is available at that time, the Target Population prospective tenant should be placed on the development's waiting list and placed in the 60-point Unit or 30-point Unit, when the first available vacant comparably sized unit becomes available to move the non-Targeted Population tenant. However, a DD applicant would have first preference for occupancy from the waiting list over any other prospective tenant if the 25-point category was selected.

NOTE: The move of the temporary/non-disabled tenant will be paid for by the owner.