
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
Phil Cunningham	phillip.cunningham@vhda.com	(804) 343-5514
Pamela Freeth	pamela.freeth@vhda.com	(804) 343-5563
Aniyah Moaney	Aniyah.moaney@vhda.com	(804) 343-5518

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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.

- | | |
|-------------------------------------|---|
| <input type="checkbox"/> | \$1,000 Application Fee (MANDATORY) |
| <input checked="" type="checkbox"/> | Electronic Copy of the Microsoft Excel Based Application (MANDATORY) |
| <input checked="" type="checkbox"/> | Scanned Copy of the Signed Tax Credit Application with Attachments (excluding market study and plans & specifications) (MANDATORY) |
| <input checked="" type="checkbox"/> | Electronic Copy of the Market Study (MANDATORY - Application will be disqualified if study is not submitted with application) |
| <input checked="" type="checkbox"/> | Electronic Copy of the Plans and Unit by Unit writeup (MANDATORY) |
| <input checked="" type="checkbox"/> | Electronic Copy of the Specifications (MANDATORY) |
| <input type="checkbox"/> | Electronic Copy of the Existing Condition questionnaire (MANDATORY if Rehab) |
| <input type="checkbox"/> | Electronic Copy of the Physical Needs Assessment (MANDATORY at reservation for a 4% rehab request) |
| <input type="checkbox"/> | Electronic Copy of Appraisal (MANDATORY if acquisition credits requested) |
| <input type="checkbox"/> | Electronic Copy of Environmental Site Assessment (Phase I) (MANDATORY if 4% credits requested) |
| <input checked="" type="checkbox"/> | Tab A: Partnership or Operating Agreement, including chart of ownership structure with percentage of interests and Developer Fee Agreement (MANDATORY) |
| <input checked="" type="checkbox"/> | Tab B: Virginia State Corporation Commission Certification (MANDATORY) |
| <input checked="" type="checkbox"/> | Tab C: Principal's Previous Participation Certification (MANDATORY) |
| <input checked="" type="checkbox"/> | Tab D: List of LIHTC Developments (Schedule A) (MANDATORY) |
| <input checked="" type="checkbox"/> | Tab E: Site Control Documentation & Most Recent Real Estate Tax Assessment (MANDATORY) |
| <input checked="" type="checkbox"/> | Tab F: RESNET Rater Certification (MANDATORY) |
| <input checked="" type="checkbox"/> | Tab G: Zoning Certification Letter (MANDATORY) |
| <input checked="" type="checkbox"/> | Tab H: Attorney's Opinion (MANDATORY) |
| <input type="checkbox"/> | 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) |
| <input checked="" type="checkbox"/> | Tab J: Relocation Plan and Unit Delivery Schedule (MANDATORY) |
| | Tab K: Documentation of Development Location: |
| <input checked="" type="checkbox"/> | K.1 Revitalization Area Certification |
| <input checked="" type="checkbox"/> | K.2 Location Map |
| <input checked="" type="checkbox"/> | K.3 Surveyor's Certification of Proximity To Public Transportation |
| <input checked="" type="checkbox"/> | Tab L: PHA / Section 8 Notification Letter |
| <input type="checkbox"/> | Tab M: Locality CEO Response Letter |
| <input type="checkbox"/> | Tab N: Homeownership Plan |
| <input type="checkbox"/> | Tab O: Plan of Development Certification Letter |
| <input checked="" type="checkbox"/> | Tab P: Developer Experience documentation and Partnership agreements |
| <input checked="" type="checkbox"/> | Tab Q: Documentation of Rental Assistance, Tax Abatement and/or existing RD or HUD Property |
| <input checked="" type="checkbox"/> | Tab R: Documentation of Operating Budget and Utility Allowances |
| <input type="checkbox"/> | Tab S: Supportive Housing Certification |
| <input checked="" type="checkbox"/> | Tab T: Funding Documentation |
| <input type="checkbox"/> | Tab U: Documentation to Request Exception to Restriction-Pools With Little/No Increase in Rent Burdened Population |
| <input checked="" type="checkbox"/> | Tab V: Nonprofit or LHA Purchase Option or Right of First Refusal |
| <input checked="" type="checkbox"/> | Tab W: Internet Safety Plan and Resident Information Form (if internet amenities selected) |
| <input checked="" type="checkbox"/> | Tab X: Marketing Plan for units meeting accessibility requirements of HUD section 504 |
| <input type="checkbox"/> | Tab Y: Inducement Resolution for Tax Exempt Bonds |

2020 Low-Income Housing Tax Credit Application For Reservation

VHDA TRACKING NUMBER

2020-C-14

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date: 3/11/2020

1. Development Name: One University Family

2. Address (line 1): 10700 Saint Johns Place
 Address (line 2): _____
 City: Fairfax State: VA Zip: 22030

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: 38'50'08.61 Latitude: 77'18'55.28
 (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: 4405.02

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%
	<u>TRUE</u>	<u>FALSE</u>	<u>FALSE</u>

Enter only Numeric Values below:

13. Congressional District: 11
 Planning District: 8
 State Senate District: 34
 State House District: 37

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

120 Family affordable housing units located adjacent to George Mason University in Fairfax County, VA.

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date: 3/11/2020

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 Executive 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: Sharon Williams, Senior Staff Coordinator, Zoning Evaluation Division

- 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:

Local Housing Authority Pool

or

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

[Redacted]

For Tax Exempt Bonds, where are bonds being issued?

[Redacted]

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

2. **Type(s) of Allocation/Allocation Year**

Carryforward Allocation

Definitions of types:

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

New Construction

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

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

FALSE

5. **Planned Combined 9% and 4% Developments**

TRUE

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: One University Senior

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

TRUE

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?	120
Total Units within 4% Tax Exempt allocation Request?	120
Total Units:	240

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

6. **Extended Use Restriction**

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

Must Select One: 30

Definition of selection:

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

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: One University Family, 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 St. ▶ VA Zip: 22182

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

Email address: SPW@SCGDevelopment.com

Federal I.D. No. 84-4589436 (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	(978) 535-5600		0.000%	<i>needs</i>
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%	<i>needs</i>
Stratford Capital Group	(978) 535-5600		0.000%	<i>needs</i>

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

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

C. OWNERSHIP INFORMATION

- ACTION:**
- a. Provide Principals' Previous Participation Certification (**Mandatory TAB C**)
 - b. Provide a chart of ownership structure (Org Chart) and a list of all LIHTC Developments within the last 15 years. (**Mandatory at TABS A/D**)

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

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

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

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

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

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

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

D. SITE CONTROL

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

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

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

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

1. Type of Site Control by Owner:

Applicant controls site by (select one):

Select Type: Option
Expiration Date: 12/1/2020

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..... 12/1/2020 .
- 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: Fairfax County Redevelopment and Housing Authority

Address: 3700 Pender Avenue

City: Fairfax St.: VA Zip: 22030

Contact Person: Thomas Fleetwood Phone: (703) 246-5100

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

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

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

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

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: Application Consultant
Address: 3450 Lady Marian Ct., Midlothia, VA 23113
Email: rynejohnson@astoriallc.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: jhabu@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 Westood 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: This is a Related Entity. FALSE
Firm Name:
Address:
Email: Phone:
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..... TRUE
Action: (If True, provide required form in TAB Q)

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

- i. Applicant agrees to waive all rights to any developer's fee or other fees associated with acquisition..... FALSE
- ii. Applicant has obtained a waiver of this requirement from VHDA prior to the application submission deadline..... 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]

G. NONPROFIT INVOLVEMENT

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

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

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

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

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

Name of qualified nonprofit:

or indicate true if Local Housing Authority TRUE
Name of Local Housing Authority Fairfax County Redevelopment and Housing Authority

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

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

NOTE: Applicant waives the right to pursue a Qualified Contract.

H. STRUCTURE AND UNITS INFORMATION

1. General Information

a. Total number of all units in development	120	bedrooms	248
Total number of rental units in development	120	bedrooms	248
Number of low-income rental units	120	bedrooms	248
Percentage of rental units designated low-income	100.00%		
b. Number of new units:.....	120	bedrooms	248
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.....			224,594.87 <small>(Sq. ft.)</small>
e. Unheated Floor Area (i.e. Breezeways, Balconies, Storage).....			70,792.05 <small>(Sq. ft.)</small>
f. Nonresidential Commercial Floor Area (Not eligible for funding).....			3,108.00
g. Total Usable Residential Heated Area.....			150,694.82 <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	6.289		
j. Locality has approved a final site plan or plan of development.....			FALSE
If True , Provide required documentation (TAB O).			
k. Requirement as of 2016: Site must be properly zoned for proposed development. ACTION: Provide required zoning documentation (MANDATORY TAB G)			
l. Development is eligible for Historic Rehab credits.....			FALSE

Definition:

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

H. STRUCTURE AND UNITS INFORMATION

2. UNIT MIX

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

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

Unit Type	Average Sq Foot		# of LIHTC Units	Total Rental Units
Supportive Housing	0.00	SF	0	0
1 Story Eff - Elderly	0.00	SF	0	0
1 Story 1BR - Elderly	0.00	SF	0	0
1 Story 2BR - Elderly	0.00	SF	0	0
Eff - Elderly	0.00	SF	0	0
1BR Elderly	0.00	SF	0	0
2BR Elderly	0.00	SF	0	0
Eff - Garden	921.96	SF	4	4
1BR Garden	920.76	SF	16	16
2BR Garden	1249.23	SF	76	76
3BR Garden	1481.96	SF	20	20
4BR Garden	1923.52	SF	4	4
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
			120	120

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:..... 4
- d. The development is a scattered site development..... FALSE
- e. Commercial Area Intended Use: FCRHA Meeting Room

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

h. Development contains an elevator(s). TRUE
 If true, # of Elevators. 3
 Elevator Type (if known) Otis

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

4. Site Amenities (indicate all proposed)

a. Business Center.....	<u>FALSE</u>	f. Limited Access.....	<u>TRUE</u>
b. Covered Parking.....	<u>TRUE</u>	g. Playground.....	<u>TRUE</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>FALSE</u>	j. Sports Activity Ct..	<u>FALSE</u>
		k. Other:	<u></u>

l. Describe Community Facilities: Club Room, Fitness Ctr., Leasing Office, Outdoor Courtyard and Playground

m. Number of Proposed Parking Spaces..... 213
 Parking is shared with another entity TRUE

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	1.70%
Project Wide Capture Rate - Market Units	0.00%
Project Wide Capture Rate - All Units	1.70%
Project Wide Absorption Period (Months)	7

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 any development, upon completion of construction/rehabilitation:

- TRUE a. A community/meeting room with a minimum of 749 square feet is provided.
- 72.58% 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.

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)

- TRUE 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. FALSE 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.

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	16	19	22
Air Conditioning	5	6	8	9	10
Cooking	4	5	7	8	9
Lighting	17	22	26	31	36
Hot Water	10	13	15	18	21
Water	11	13	18	22	26
Sewer	26	31	41	50	60
Trash	0	0	0	0	0
Total utility allowance for costs paid by tenant	\$84	\$104	\$131	\$157	\$184

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

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

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

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

TRUE

- a. Any development in which (i) the greater of 5 units or 10% of units will be assisted by HUD project-based vouchers (as evidenced by the submission of a letter satisfactory to the Authority from an authorized public housing authority (PHA) that the development meets all prerequisites for such assistance), or another form of documented and binding federal project-based rent subsidies in order to ensure occupancy by extremely low-income persons. Locality project based rental subsidy meets the definition of state project based rental subsidy;
- (ii) will conform to HUD regulations interpreting the accessibility requirements of section 504 of the Rehabilitation Act; and be actively marketed to persons with disabilities as defined in the Fair Housing Act in accordance with a plan submitted as part of the application for credits.
- (iii) above must include roll-in showers, roll under sinks and front control ranges, unless agreed to by the Authority prior to the applicant's submission of its application.

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

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

(60 points)

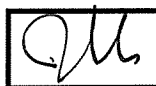
FALSE

- b. Any development in which the greater of 5 units or 10% of the units (i) have rents within HUD's Housing Choice Voucher ("HCV") payment standard; (ii) conform to HUD regulations interpreting the accessibility requirements of section 504 of the Rehabilitation Act; and (iii) are actively marketed to persons with disabilities as defined in the Fair Housing Act in accordance with a plan submitted as part of the application for credits (30 points)

FALSE

- c. Any development in which 5% of the units (i) conform to HUD regulations interpreting the accessibility requirements of section 504 of the Rehabilitation Act and (ii) are actively marketed to persons with disabilities as defined in the Fair Housing Act in accordance with a plan submitted as part of this application for credits. (15 points)

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

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

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

3. Leasing Preferences

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

Organization which holds waiting list:

Contact person:

Title:

Phone Number

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

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

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

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

K. SPECIAL HOUSING NEEDS

4. Rental Assistance

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

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

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

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

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

d. Number of units receiving assistance:	51
How many years in rental assistance contract?	20.00
Expiration date of contract:	12/31/2041
There is an Option to Renew.....	TRUE

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

L. UNIT DETAILS

1. Set-Aside Election:

UNITS SELECTED IN INCOME AND RENT DETERMINE POINTS FOR THE BONUS POINT CATEGORY

Note: In order to qualify for any tax credits, a development must meet one of two minimum threshold occupancy tests. Either (i) at least 20% of the units must be rent-restricted and occupied by persons whose incomes are 50% or less of the area median income adjusted for family size (this is called the 20/50 test) or (ii) at least 40% of the units must be rent-restricted and occupied by persons whose incomes are 60% or less of the area median income adjusted for family size (this is called the 40/60 test), all as described in Section 42 of the IRC. Rent-and income-restricted units are known as low-income units. If you have more low-income units than required, you qualify for more credits. If you serve lower incomes than required, you receive more points under the ranking system.

a. Units Provided Per Household Type:

Income Levels			Avg Inc.
# of Units	% of Units		
0	0.00%	20% Area Median	0%
46	38.33%	30% Area Median	1380%
5	4.17%	40% Area Median	200%
9	7.50%	50% Area Median	450%
60	50.00%	60% Area Median	3600%
0	0.00%	70% Area Median	0%
0	0.00%	80% Area Median	0%
0	0.00%	Market Units	
120	100.00%	Total	46.92%

Rent Levels			Avg Inc.
# of Units	% of Units		
0	0.00%	20% Area Median	0%
46	38.33%	30% Area Median	1380%
5	4.17%	40% Area Median	200%
9	7.50%	50% Area Median	450%
60	50.00%	60% Area Median	3600%
0	0.00%	70% Area Median	0%
0	0.00%	80% Area Median	0%
0	0.00%	Market Units	
120	100.00%	Total	46.92%


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	1 BR - 1 Bath	30% AMI	3		628.88	\$590.00	\$1,770
Mix 2	1 BR - 1 Bath	30% AMI	3		598.46	\$590.00	\$1,770
Mix 3	1 BR - 1 Bath	30% AMI	3		588.09	\$590.00	\$1,770
Mix 4	1 BR - 1 Bath	30% AMI	2		707.09	\$590.00	\$1,180
Mix 5	2 BR - 2 Bath	30% AMI	11		981.76	\$688.00	\$7,568
Mix 6	3 BR - 2 Bath	30% AMI	4		1163.64	\$851.00	\$3,404
Mix 7	3 BR - 2 Bath	30% AMI	8		1082.49	\$851.00	\$6,808
Mix 8	3 BR - 2 Bath	30% AMI	1		1116.25	\$851.00	\$851
Mix 9	3 BR - 2 Bath	30% AMI	3	3	1116.25	\$851.00	\$2,553
Mix 10	3 BR - 2 Bath	30% AMI	4		1421.38	\$851.00	\$3,404
Mix 11	4 BR - 2.5 Bath	30% AMI	1	1	1460.36	\$1,076.00	\$1,076
Mix 12	4 BR - 2 Bath	30% AMI	3		1657.71	\$1,076.00	\$3,228
Mix 13	2 BR - 1.5 Bath	40% AMI	4	3	937.03	\$1,534.00	\$6,136
Mix 14	2 BR - 1.5 Bath	40% AMI	1	1	922.80	\$1,534.00	\$1,534
Mix 15	1 BR - 1 Bath	50% AMI	1		707.09	\$1,034.00	\$1,034
Mix 16	1 BR - 1 Bath	50% AMI	1	1	809.23	\$1,034.00	\$1,034

2020 Low-Income Housing Tax Credit Application For Reservation

L. UNIT DETAILS

Mix 17	2 BR - 2 Bath	50% AMI	7		981.76	\$1,234.00	\$8,638
Mix 18	Efficiency	60% AMI	3		635.92	\$1,190.00	\$3,570
Mix 19	Efficiency	60% AMI	1	1	635.70	\$1,190.00	\$1,190
Mix 20	1 BR - 1 Bath	60% AMI	3		569.36	\$1,261.00	\$3,783
Mix 21	2 BR - 2 Bath	60% AMI	31		934.05	\$1,507.00	\$46,717
Mix 22	2 BR - 2 Bath	60% AMI	4		974.86	\$1,507.00	\$6,028
Mix 23	2 BR - 2 Bath	60% AMI	8		925.10	\$1,507.00	\$12,056
Mix 24	2 BR - 2 Bath	60% AMI	4		1006.03	\$1,507.00	\$6,028
Mix 25	2 BR - 2 Bath	60% AMI	4		924.61	\$1,507.00	\$6,028
Mix 26	2 BR - 1.5 Bath	60% AMI	2	2	922.80	\$1,507.00	\$3,014
Mix 27							\$0
Mix 28							\$0
Mix 29							\$0
Mix 30							\$0
Mix 31							\$0
Mix 32							\$0
Mix 33							\$0
Mix 34							\$0
Mix 35							\$0
Mix 36							\$0
Mix 37							\$0
Mix 38							\$0
Mix 39							\$0
Mix 40							\$0
Mix 41							\$0
Mix 42							\$0
Mix 43							\$0
Mix 44							\$0
Mix 45							\$0
Mix 46							\$0
Mix 47							\$0
Mix 48							\$0
Mix 49							\$0
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Mix 51							\$0
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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

2020 Low-Income Housing Tax Credit Application For Reservation

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			120	12			\$142,172

Total Units	120	Net Rentable SF:	TC Units	114,693.37
			MKT Units	0.00
			Total NR SF:	114,693.37

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

M. OPERATING EXPENSES

Administrative:

Use Whole Numbers Only!

1. Advertising/Marketing			\$26,838
2. Office Salaries			\$202,104
3. Office Supplies			\$46,249
4. Office/Model Apartment	(type _____)		\$0
5. Management Fee			\$67,112
<u>4.00%</u> of EGI	<u>\$559.27</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			\$4,200
13. Miscellaneous Administrative			\$0
Total Administrative			\$346,503

Utilities

14. Fuel Oil			\$0
15. Electricity			\$32,470
16. Water			\$6,506
17. Gas			\$0
18. Sewer			\$0
Total Utility			\$38,976

Operating:

19. Janitor/Cleaning Payroll			\$0
20. Janitor/Cleaning Supplies			\$0
21. Janitor/Cleaning Contract			\$0
22. Exterminating			\$10,000
23. Trash Removal			\$18,648
24. Security Payroll/Contract			\$15,000
25. Grounds Payroll			\$0
26. Grounds Supplies			\$0
27. Grounds Contract			\$25,000
28. Maintenance/Repairs Payroll			\$0
29. Repairs/Material			\$50,100
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			\$25,956
37. Miscellaneous			\$0
Totals Operating & Maintenance			\$144,704

M. OPERATING EXPENSES

Taxes & Insurance

38. Real Estate Taxes	\$186,606
39. Payroll Taxes	\$0
40. Miscellaneous Taxes/Licenses/Permits	\$0
41. Property & Liability Insurance	\$24,822
42. Fidelity Bond	\$0
43. Workman's Compensation	\$0
44. Health Insurance & Employee Benefits	\$0
45. Other Insurance	\$0
Total Taxes & Insurance	\$211,428

Total Operating Expense	\$741,611
--------------------------------	------------------

Total Operating Expenses Per Unit	<u>\$6,180</u>	C. Total Operating Expenses as % of EGI	<u>44.20%</u>
--	----------------	--	---------------

Replacement Reserves (Total # Units X \$300 or \$250 New Const. Elderly Minimum)	<u>\$36,000</u>
---	-----------------

Total Expenses	\$777,611
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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	3/2/2020	Stephen Wilson
b. Site Acquisition	6/15/2021	Stephen Wilson
c. Zoning Approval	9/25/2019	Stephanie Marcus
d. Site Plan Approval	7/1/2020	Stephanie Marcus
2. Financing		
a. Construction Loan		
i. Loan Application	9/15/2020	Stephanie Marcus
ii. Conditional Commitment	11/15/2020	Bob Kaplan
iii. Firm Commitment	1/15/2021	Bob Kaplan
b. Permanent Loan - First Lien		
i. Loan Application	9/15/2020	Stephanie Marcus
ii. Conditional Commitment	11/15/2020	Bob Kaplan
iii. Firm Commitment	1/15/2020	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	7/26/2019	Stephanie Marcus
iii. Award/Commitment	1/16/2020	FCRHA
2. Formation of Owner	1/24/2020	Stephen Wilson
3. IRS Approval of Nonprofit Status	N/A	
4. Closing and Transfer of Property to Owner	6/15/2021	Stephen Wilson
5. Plans and Specifications, Working Drawings	6/1/2020	Stephanie Marcus
6. Building Permit Issued by Local Government	6/1/2021	Stephanie Marcus
7. Start Construction	7/1/2020	Stephanie Marcus
8. Begin Lease-up	12/1/2023	Stephanie Marcus
9. Complete Construction	1/30/2024	Stephanie Marcus
10. Complete Lease-Up	7/1/2024	Stephanie Marcus
11. Credit Placed in Service Date	5/1/2024	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)	18,315,449	0	0	18,315,449
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	8,000,000	0	0	8,000,000
Total Structure	26,315,449	0	0	26,315,449
f. Earthwork	0	0	0	0
g. Site Utilities	0	0	0	0
h. Roads & Walks	0	0	0	0
i. Site Improvements	2,033,145	0	0	2,033,145
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	2,033,145	0	0	2,033,145
Total Structure and Land	28,348,594	0	0	28,348,594
q. General Requirements	1,811,729	0	0	1,811,729
r. Builder's Overhead (1.9% Contract)	544,528	0	0	544,528
s. Builder's Profit (3.7% Contract)	1,052,110	0	0	1,052,110
t. Bonds	0	0	0	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	\$31,756,961	\$0	\$0	\$31,756,961

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	202,240	0	0	202,240
b. Architecture/Engineering Design Fee \$9,223 /Unit)	1,106,700	0	0	1,106,700
c. Architecture Supervision Fee \$0 /Unit)	0	0	0	0
d. Tap Fees	2,700,000	0	0	2,700,000
e. Environmental	16,853	0	0	0
f. Soil Borings	95,502	0	0	95,502
g. Green Building (Earthcraft, LEED, etc.)	168,533	0	0	168,533
h. Appraisal	10,000	0	0	0
i. Market Study	7,500	0	0	7,500
j. Site Engineering / Survey	11,236	0	0	0
k. Construction/Development Mgt	0	0	0	0
l. Structural/Mechanical Study	0	0	0	0
m. Construction Loan Origination Fee	0	0	0	0
n. Construction Interest (5.0% for 31 months)	1,155,000	0	0	623,830
o. Taxes During Construction	112,355	0	0	112,355
p. Insurance During Construction	146,062	0	0	146,062
q. Permanent Loan Fee (4.0%)	148,668	0	0	0
r. Other Permanent Loan Fees	193,269	0	0	74,334
s. Letter of Credit	0	0	0	0
t. Cost Certification Fee	10,000	0	0	10,000
u. Accounting	0	0	0	0
v. Title and Recording	151,680	0	0	0
w. Legal Fees for Closing	412,346	0	0	0
x. Mortgage Banker	0	0	0	0
y. Tax Credit Fee	211,000			
z. Tenant Relocation	67,413	0	0	0
aa. Fixtures, Furnitures and Equipment	202,240	0	0	202,240
ab. Organization Costs	0	0	0	0
ac. Operating Reserve	1,114,485	0	0	0
ad. Contingency	1,587,848	0	0	1,587,848
ae. Security	0	0	0	0
af. Utilities	0	0	0	0

O. PROJECT BUDGET - OWNER COSTS

(1) Other* specify:	Impact Fees	140,444	0	0	140,444
(2) Other* specify:	Engineering- Peer Review	11,236	0	0	11,236
(3) Other* specify:	Zoning	280,888	0	0	0
(4) Other* specify:	Soft Cost Contingency	168,533	0	0	168,533
(5) Other* specify:	Traffic Studies	16,853	0	0	16,853
(6) Other* specify:	Advertising/Marketing	95,502	0	0	0
(7) Other* specify:	Meeting Space Build	360,000	0	0	0
(8) Other* specify:	Bridge Loan Interest	847,000	0	0	0
(9) Other* specify:		0	0	0	0
(10) Other* specify:		0	0	0	0
Owner Costs Subtotal (Sum 2A..2(10))		\$11,751,386	\$0	\$0	\$7,374,210
Subtotal 1 + 2 (Owner + Contractor Costs)		\$43,508,347	\$0	\$0	\$39,131,171
3. Developer's Fees Action: Provide Developer Fee Agreement (Tab A)		3,900,000	0	0	3,000,000
4. Owner's Acquisition Costs					
Land		0			
Existing Improvements		0	0		
Subtotal 4:		\$0	\$0		
5. Total Development Costs					
Subtotal 1+2+3+4:		\$47,408,347	\$0	\$0	\$42,131,171

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:

\$3,910,668

Proposed Development's Cost per Sq Foot

\$211 **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	47,408,347	0	0	42,131,171

2. Reductions in Eligible Basis

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

3. Total Eligible Basis (1 - 2 above)

0	0	42,131,171
---	---	------------

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

a. For QCT or DDA (Eligible Basis x 30%)		0	0
<i>State Designated Basis Boosts:</i>			
b. For Revitalization or Supportive Housing (Eligible Basis x 30%)		0	12,639,351
c. For Green Certification (Eligible Basis x 10%)			0
Total Adjusted Eligible basis		0	54,770,522

5. Applicable Fraction

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

6. Total Qualified Basis

(Eligible Basis x Applicable Fraction)

0	0	54,770,522
---	---	------------

7. Applicable Percentage

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

0.00%	9.00%	9.00%
-------	-------	-------

8. Maximum Allowable Credit under IRC §42

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

\$0	\$0	\$4,929,347
\$4,929,347		
Combined 30% & 70% P. V. Credit		

2020 Low-Income Housing Tax Credit Application For Reservation

Q. SOURCES OF FUNDS

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

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

Source of Funds	Date of Application	Date of Commitment	Amount of Funds	Name of Contact Person
1. Construction Loan	09/15/20	01/15/21	\$14,866,839	Robert Kaplan, M&T Bank
2.				
3.				
Total Construction Funding:			\$14,866,839	

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

Source of Funds	Date of Application	Date of Commitment	Amount of Funds <i>(Whole Numbers only)</i>	Annual Debt Service Cost	Interest Rate of Loan	Amortization Period <i>IN YEARS</i>	Term of Loan (years)
1.							
2. First Mortgage Loan	9/15/2020		\$14,866,839	\$773,587	4.25%	40.00	40.00
3. Blueprint Housing	7/26/2019	1/16/2020	\$2,000,000	\$0	2.00%	30.00	30.00
4.							
5.							
6.							
7.							
8.							
9.							
10.							
Total Permanent Funding:			\$16,866,839	\$773,587			

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.	Blueprint Housing Fund	1/16/2020	\$2,000,000
2.	Below-Market Ground Lease		\$13,108,870
3.			
4.			
5.			
Total Subsidized Funding			\$15,108,870

5. Recap of Federal, State, and Local Funds

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

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

Below-Market Loans

a.	Tax Exempt Bonds	\$0
b.	RD 515	\$0
c.	Section 221(d)(3)	\$0
d.	Section 312	\$0
e.	Section 236	\$0
f.	VHDA SPARC/REACH	\$0
g.	HOME Funds	\$0
h.	Other: Blueprint Housing	\$2,000,000
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)	\$14,866,839
e.	Section 236	\$0
f.	Section 223(f)	\$0
g.	Other:	\$0

Grants*

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

Grants

c.	State	
d.	Local	
e.	Other:	

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

Q. SOURCES OF FUNDS

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

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

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

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

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

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

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

c. FALSE Other

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

2020 Low-Income Housing Tax Credit Application For Reservation

R. EQUITY

1. Equity

a. Portion of Syndication Proceeds Attributable to Historic Tax Credit					
Amount of Federal historic credits	<u>\$0</u>	x Equity \$	<u>\$0.000</u>	=	<u>\$0</u>
Amount of Virginia historic credits	<u>\$0</u>	x Equity \$	<u>\$0.000</u>	=	<u>\$0</u>
b. Equity that Sponsor will Fund:					
i. Cash Investment	<u>\$0</u>				
ii. Contributed Land/Building	<u>\$0</u>				
iii. Deferred Developer Fee	<u>\$2,041,507</u>	(Note: Deferred Developer Fee cannot be negative.)			
iv. Other:	<u>\$0</u>				
ACTION: If Deferred Developer Fee is greater than 50% of overall Developer Fee, provide a cash flow statement showing payoff within 15 years at TAB A.					
Equity Total	<u>\$2,041,507</u>				

2. Equity Gap Calculation

a. Total Development Cost	\$47,408,347
b. Total of Permanent Funding, Grants and Equity	- <u>\$18,908,346</u>
c. Equity Gap	<u>\$28,500,001</u>
d. Developer Equity	- <u>\$5,701</u>
e. Equity gap to be funded with low-income tax credit proceeds	\$28,494,300

3. Syndication Information (If Applicable)

a. Actual or Anticipated Name of Syndicator:	<u>Stratford Capital Group</u>		
Contact Person:	<u>Kyle Wolf</u>	Phone:	<u>(617) 852-8414</u>
Street Address:	<u>100 Corporate Place, Suite 404</u>		
City:	<u>Peabody, MA</u>	State:	<u>MA</u>
		Zip:	<u>01960</u>
b. Syndication Equity			
i. Anticipated Annual Credits	<u>\$3,000,000.00</u>		
ii. Equity Dollars Per Credit (e.g., \$0.85 per dollar of credit)	<u>\$0.950</u>		
iii. Percent of ownership entity (e.g., 99% or 99.9%)	<u>99.98000%</u>		
iv. Syndication costs not included in Total Development Costs (e.g., advisory fees)	<u>\$0</u>		
v. Net credit amount anticipated by user of credits	<u>\$2,999,400</u>		
vi. Total to be paid by anticipated users of credit (e.g., limited partners)	<u>\$28,494,300</u>		
c. Syndication: <u>Private</u>			
d. Investors: <u>Corporate</u>			

4. Net Syndication Amount \$28,494,300
 Which will be used to pay for Total Development Costs

5. Net Equity Factor 95.0000000000%
 Must be equal to or greater than 85%

S. DETERMINATION OF RESERVATION AMOUNT NEEDED

The following calculation of the amount of credits needed is substantially the same as the calculation which will be made by 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>\$47,408,347</u>
2. Less Total of Permanent Funding, Grants and Equity	-	<u>\$18,908,346</u>
3. Equals Equity Gap		<u>\$28,500,001</u>
4. Divided by Net Equity Factor (Percent of 10-year credit expected to be raised as equity investment)		<u>95.0000000000%</u>
5. Equals Ten-Year Credit Amount Needed to Fund Gap		<u>\$30,000,001</u>
Divided by ten years		<u>10</u>
6. Equals Annual Tax Credit Required to Fund the Equity Gap		<u>\$3,000,000</u>
7. Maximum Allowable Credit Amount (from Eligible Basis Calculation)		<u>\$4,929,347</u>
8. Requested Credit Amount	For 30% PV Credit:	<u>\$0</u>
	For 70% PV Credit:	<u>\$3,000,000</u>
Credit per LI Units	<u>\$25,000.0000</u>	
Credit per LI Bedroom	<u>\$12,096.7742</u>	
	Combined 30% & 70% PV Credit Requested	\$3,000,000

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

T. CASH FLOW

1. Revenue

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

Total Monthly Rental Income for LIHTC Units		\$142,172
Plus Other Income Source (list):	<input type="text"/>	\$5,000
Equals Total Monthly Income:		\$147,172
Twelve Months		x12
Equals Annual Gross Potential Income		\$1,766,064
Less Vacancy Allowance	<input type="text" value="5.0%"/>	\$88,303
Equals Annual Effective Gross Income (EGI) - Low Income Units		\$1,677,761

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

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

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

3. Cash Flow (First Year)

a.	Annual EGI Low-Income Units	\$1,677,761
b.	Annual EGI Market Units	\$0
c.	Total Effective Gross Income	\$1,677,761
d.	Total Expenses	\$777,611
e.	Net Operating Income	\$900,150
f.	Total Annual Debt Service	\$773,587
g.	Cash Flow Available for Distribution	\$126,563

T. CASH FLOW

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

	Stabilized Year 1	Year 2	Year 3	Year 4	Year 5
Eff. Gross Income	1,677,761	1,711,316	1,745,542	1,780,453	1,816,062
Less Oper. Expenses	777,611	800,939	824,968	849,717	875,208
Net Income	900,150	910,377	920,575	930,737	940,854
Less Debt Service	773,587	773,587	773,587	773,587	773,587
Cash Flow	126,563	136,790	146,988	157,150	167,267
Debt Coverage Ratio	1.16	1.18	1.19	1.20	1.22

	Year 6	Year 7	Year 8	Year 9	Year 10
Eff. Gross Income	1,852,383	1,889,431	1,927,220	1,965,764	2,005,079
Less Oper. Expenses	901,464	928,508	956,363	985,054	1,014,606
Net Income	950,919	960,923	970,856	980,710	990,473
Less Debt Service	773,587	773,587	773,587	773,587	773,587
Cash Flow	177,332	187,336	197,269	207,123	216,886
Debt Coverage Ratio	1.23	1.24	1.26	1.27	1.28

	Year 11	Year 12	Year 13	Year 14	Year 15
Eff. Gross Income	2,045,181	2,086,085	2,127,806	2,170,362	2,213,770
Less Oper. Expenses	1,045,044	1,076,395	1,108,687	1,141,948	1,176,206
Net Income	1,000,137	1,009,689	1,019,119	1,028,415	1,037,563
Less Debt Service	773,587	773,587	773,587	773,587	773,587
Cash Flow	226,550	236,102	245,532	254,828	263,976
Debt Coverage Ratio	1.29	1.31	1.32	1.33	1.34

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

U. Building-by-Building Information

Must Complete

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

Number of BINS: 1

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

DO NOT use the CUT feature

Bldg #	BIN if known	NUMBER OF		Street Address 1	Street Address 2	City	State	Zip	30% Present Value Credit for Acquisition				30% Present Value Credit for Rehab / New Construction				70% Present Value Credit			
		TAX CREDIT UNITS	MARKET RATE UNITS						Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount
1.		120	0	10700 Saint Johns Place		Fairfax	VA	22030				\$0				\$0	\$54,770,522	12/01/23	9.00%	\$4,929,347
2.												\$0				\$0				\$0
3.												\$0				\$0				\$0
4.												\$0				\$0				\$0
5.												\$0				\$0				\$0
6.												\$0				\$0				\$0
7.												\$0				\$0				\$0
8.												\$0				\$0				\$0
9.												\$0				\$0				\$0
10.												\$0				\$0				\$0
11.												\$0				\$0				\$0
12.												\$0				\$0				\$0
13.												\$0				\$0				\$0
14.												\$0				\$0				\$0
15.												\$0				\$0				\$0
16.												\$0				\$0				\$0
17.												\$0				\$0				\$0
18.												\$0				\$0				\$0
19.												\$0				\$0				\$0
20.												\$0				\$0				\$0
21.												\$0				\$0				\$0
22.												\$0				\$0				\$0
23.												\$0				\$0				\$0
24.												\$0				\$0				\$0
25.												\$0				\$0				\$0
26.												\$0				\$0				\$0
27.												\$0				\$0				\$0
28.												\$0				\$0				\$0
29.												\$0				\$0				\$0
30.												\$0				\$0				\$0
31.												\$0				\$0				\$0
32.												\$0				\$0				\$0
33.												\$0				\$0				\$0
34.												\$0				\$0				\$0
35.												\$0				\$0				\$0
		120	0	Totals from all buildings					\$0			\$0			\$0	\$54,770,522				\$4,929,347

Number of BINS: 1

V. STATEMENT OF OWNER

The undersigned hereby acknowledges the following:


1. that, to the best of its knowledge and belief, all factual information provided herein or in connection herewith is true and correct, and all estimates are reasonable.
2. that it will at all times indemnify and hold harmless 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: One University Family, LLC
(not enough room for the entire signature block)
*See Following Page

By: 

Its: President- Virginia Office
(Title)

ONE UNIVERSITY FAMILY, LLC,
a Virginia limited liability company

By: One University Family Managing Member, LLC,
its managing member

By: SCG Development Partners, LLC,
its managing member

By: SCG Development Manager, LLC
its managing member

By: SCG Capital Corp.,
its sole member

By: 

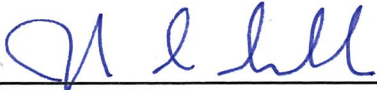
Name: Stephen P. Wilson
Title: President – Virginia Office

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:	<u>Joseph Steven Saville</u>
Virginia License#:	<u>0401012654</u>
Architecture Firm or Company:	<u>Davis, Carter, Scott LTD</u>

By: 

Its: Project Director
(Title)

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

W. **LIHTC SELF SCORE SHEET**

Self Scoring Process

This Self Scoring Process is intended to provide you with an estimate of your application's score based on the information included within the reservation application. Other items, denoted below in the yellow shaded cells, are typically evaluated by 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:		<u>0.00</u>

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:		<u>15.00</u>

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

Y	0 or up to 5	2.88
Y	0 or 20	20.00
31.87%	Up to 40	40.00
N	0 or 5	0.00
Y	0 or 10	10.00
3%	0, 20, 25 or 30	30.00
N	0 or 15	0.00
N	Up to -20	0.00
Y	Up to 20	20.00
Total:		<u>122.88</u>

2020 Low-Income Housing Tax Credit Application For Reservation

3. DEVELOPMENT CHARACTERISTICS:

a. Amenities (See calculations below)			59.90
b. Project subsidies/HUD 504 accessibility for 5 or 10% of units	Y	0 or 60	60.00
or c. HCV Payment Standard/HUD 504 accessibility for 5 or 10% of units	N	0 or 30	0.00
or d. HUD 504 accessibility for 5% of units	N	0 or 15	0.00
e. Proximity to public transportation (within Northern VA or Tidewater)	Y10	0, 10 or 20	10.00
f. Development will be Green Certified	Y	0 or 10	10.00
g. Units constructed to meet VHDA's Universal Design standards	10%	Up to 15	1.50
h. Developments with less than 100 units	N	up to 20	0.00
i. Historic Structure	N	0 or 5	0.00
Total:			<u>141.40</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	Y	0 or 15	15.00
b. <plus> Percent of Low Income units with 3 or more bedrooms	20.00%	Up to 15	15.00
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)	42.50%	Up to 10	10.00
e. Units with rent and income at or below 50% of AMI	50.00%	Up to 50	50.00
f. Units with rents at or below 50% rented to tenants at or below 60% of AMI	50.00%	Up to 25	0.00
or g. Units in LI Jurisdictions with rents <= 50% rented to tenants with <= 60% of AMI	50.00%	Up to 50	0.00
Total:			<u>90.00</u>

5. SPONSOR CHARACTERISTICS:

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

6. EFFICIENT USE OF RESOURCES:

a. Credit per unit		Up to 200	69.77
b. Cost per unit		Up to 100	22.84
Total:			<u>92.61</u>

7. BONUS POINTS:

a. Extended compliance	0 Years	40 or 50	0.00
or b. Nonprofit or LHA purchase option	Y	0 or 60	60.00
or c. Nonprofit or LHA Home Ownership option	N	0 or 5	0.00
d. Combined 9% and 4% Tax Exempt Bond Site Plan	Y	Up to 45	45.00
e. RAD or PHA Conversion participation and competing in Local Housing Authority pool	Y	0 or 10	10.00
Total:			<u>115.00</u>

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

TOTAL SCORE: 626.89

Amenities:

All units have:

	Max Pts	Score
a. Community Room	5	5.00
b. Exterior walls constructed with brick and other low maintenance materials	25	21.90
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>59.90</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: 59.90

X. Development Summary

Summary Information

2020 Low-Income Housing Tax Credit Application For Reservation

Deal Name:	One University Family
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Cycle Type: 9% Tax Credits
Allocation Type: New Construction
Total Units: 120
Total LI Units: 120
Project Gross Sq Ft: 224,594.87
Green Certified?: TRUE

Requested Credit Amount: \$3,000,000
Jurisdiction: Fairfax County
Population Target: General
Owner Contact: Stephen Wilson

Total Score 626.89

Source of Funds	Amount	Per Unit	Per Sq Ft	Annual Debt Service
Permanent Financing	\$16,866,839	\$140,557	\$75	\$773,587

Uses of Funds - Actual Costs				
Type of Uses	Amount	Per Unit	Sq Ft	% of TDC
Improvements	\$28,348,594	\$236,238	\$126	59.80%
General Req/Overhead/Profit	\$3,408,367	\$28,403	\$15	7.19%
Other Contract Costs	\$0	\$0	\$0	0.00%
Owner Costs	\$11,751,386	\$97,928	\$52	24.79%
Acquisition	\$0	\$0	\$0	0.00%
Developer Fee	\$3,900,000	\$32,500	\$17	8.23%
Total Uses	\$47,408,347	\$395,070		

Total Development Costs	
Total Improvements	\$43,508,347
Land Acquisition	\$0
Developer Fee	\$3,900,000
Total Development Costs	\$47,408,347

Income	
Gross Potential Income - LI Units	\$1,766,064
Gross Potential Income - Mkt Units	\$0
Subtotal	\$1,766,064
Less Vacancy %	5.00%
	\$88,303
Effective Gross Income	\$1,677,761

Rental Assistance? TRUE

Expenses		
Category	Total	Per Unit
Administrative	\$346,503	\$2,888
Utilities	\$38,976	\$325
Operating & Maintenance	\$144,704	\$1,206
Taxes & Insurance	\$211,428	\$1,762
Total Operating Expenses	\$741,611	\$6,180
Replacement Reserves	\$36,000	\$300
Total Expenses	\$777,611	\$6,480

Cash Flow	
EGI	\$1,677,761
Total Expenses	\$777,611
Net Income	\$900,150
Debt Service	\$773,587
Debt Coverage Ratio (YR1):	1.16

Proposed Cost Limit/Sq Ft: \$211
Applicable Cost Limit/Sq Ft: \$325

Unit Breakdown	
Supp Hsg	0
# of Eff	4
# of 1BR	16
# of 2BR	76
# of 3BR	20
# of 4+ BR	4
Total Units	120

	Income Levels	Rent Levels
	# of Units	# of Units
<=30% AMI	46	46
40% AMI	5	5
50% AMI	9	9
60% AMI	60	60
>60% AMI	0	0
Market	0	0

Income Averaging? TRUE

Extended Use Restriction? 30

2020 Low-Income Housing Tax Credit Application For Reservation

\$/SF = **\$289.29** Credits/SF = **19.90779** Const \$/unit = **\$264,641.3417**

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

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	921.96	920.76	1,249.23	1,481.96	1,923.52	0.00	0.00	0.00
NUMBER OF UNITS	4	16	76	20	4	0	0	0
PARAMETER-(COSTS=>35,000)	283,320	377,760	472,200	554,835	566,640	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	566,640	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	566,640	0	0	0
PROJECT COST PER UNIT	266,710	266,363	361,384	428,710	556,447	0	0	0
PARAMETER-(CREDITS=>35,000)	23,292	29,115	38,820	45,614	46,584	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	46,584	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	46,584	0	0	0
PROJECT CREDIT PER UNIT	18,354	18,330	24,869	29,503	38,293	0	0	0
COST PER UNIT POINTS	0.20	3.93	14.86	3.79	0.06	0.00	0.00	0.00
CREDIT PER UNIT POINTS	1.41	9.88	45.52	11.77	1.19	0.00	0.00	0.00

TOTAL COST PER UNIT POINTS **22.84**

TOTAL CREDIT PER UNIT POINTS **69.77**

Cost Parameters - Elderly

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

Credit Parameters - Elderly

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

Cost Parameters - General

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
Standard Parameter - low rise	283,320	377,760	472,200	554,835	566,640	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
Adjusted Cost Parameter	283,320	377,760	472,200	554,835	566,640	0	0	0

Credit Parameters - General

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
Standard Credit Parameter - low rise	23,292	29,115	38,820	45,614	46,584	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
Adjusted Credit Parameter	23,292	29,115	38,820	45,614	46,584	0	0	0

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

Cost Parameters - Elderly

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

Credit Parameters - Elderly

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

Cost Parameters - General

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
Standard Cost Parameter - low rise	283,320	377,760	472,200	554,835	566,640	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
Adjusted Cost Parameter	283,320	377,760	472,200	554,835	566,640	0	0	0

Credit Parameters - General

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
Standard Cost Parameter - low rise	23,292	29,115	38,820	45,614	46,584	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
Adjusted Cost Parameter	23,292	29,115	38,820	45,614	46,584	0	0	0

2020 Low-Income Housing Tax Credit Application For Reservation

\$/SF = #REF! Credits/SF = 19.90779 Const \$/unit = \$264,641.34

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*(10,000-35,000)=4

11000
100
1

100
1

*REHABS LOCATED IN BELTWAY (\$10,000-\$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	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
PARAMETER-(CREDITS=>35,000)	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
PARAMETER-(CREDITS<35,000)	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
PARAMETER-(CREDITS=>50,000)	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
PARAMETER-(CREDITS<50,000)	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
CREDIT PARAMETER	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
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	921.96	920.76	1,249.23	1,481.96	1,923.52	0.00	0.00	0.00
NUMBER OF UNITS	4	16	76	20	4	0	0	0
PARAMETER-(COSTS=>35,000)	283,320	377,760	472,200	554,835	566,640	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	566,640	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	566,640	0	0	0
PROJECT COST PER UNIT	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
PARAMETER-(CREDITS=>35,000)	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
PARAMETER-(CREDITS<35,000)	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
PARAMETER-(CREDITS=>50,000)	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
PARAMETER-(CREDITS<50,000)	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
CREDIT PARAMETER	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
PROJECT CREDIT PER UNIT	18,354	18,330	24,869	29,503	38,293	0	0	0
COST PER UNIT POINTS	#REF!	#REF!	#REF!	#REF!	#REF!	0.00	0.00	0.00
CREDIT PER UNIT POINTS	#REF!	#REF!	#REF!	#REF!	#REF!	0.00	0.00	0.00

TOTAL COST PER UNIT POINTS #REF!

TOTAL CREDIT PER UNIT POINTS #REF!

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	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
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	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!

Cost Parameters - General

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
Standard Parameter - low rise	283,320	377,760	472,200	554,835	566,640	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
Adjusted Cost Parameter	283,320	377,760	472,200	554,835	566,640	0	0	0

Credit Parameters - General

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
Standard Credit Parameter - low rise	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
Adjusted Credit Parameter	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!

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

Cost Parameters - Elderly

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

Credit Parameters - Elderly

	Supportive Hsg	EFF-E	1 BR-E	2 BR-E	EFF-E-1 ST	1 BR-E-1 ST	2 BR-E-1 ST
Standard Cost Parameter - low rise	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
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	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!

Cost Parameters - General

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
Standard Cost Parameter - low rise	283,320	377,760	472,200	554,835	566,640	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
Adjusted Cost Parameter	283,320	377,760	472,200	554,835	566,640	0	0	0

Credit Parameters - General

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
Standard Cost Parameter - low rise	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
Adjusted Cost Parameter	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!

A

Partnership or Operating Agreement

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

**OPERATING AGREEMENT
OF
ONE UNIVERSITY FAMILY, LLC**

This Operating Agreement (the “*Agreement*”) of One University Family, 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: One University Family 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 One University 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 One University Apartments (Family), located in the Braddock District of Fairfax, 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. One University Family 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>
One University Family Managing Member LLC	Managing Member	0.01%	\$10.00
Stratford SLP, Inc.	Special Member	0.01%	\$10.00
Stratford One University 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 the Commonwealth of Virginia.

The undersigned has executed this Agreement effective as of March 10, 2020.

[signature page follows]

[signature page to Operating Agreement of One University Family LLC]


MANAGING MEMBER:

ONE UNIVERSITY FAMILY 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 One University Family, 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 One University Family, LLC]

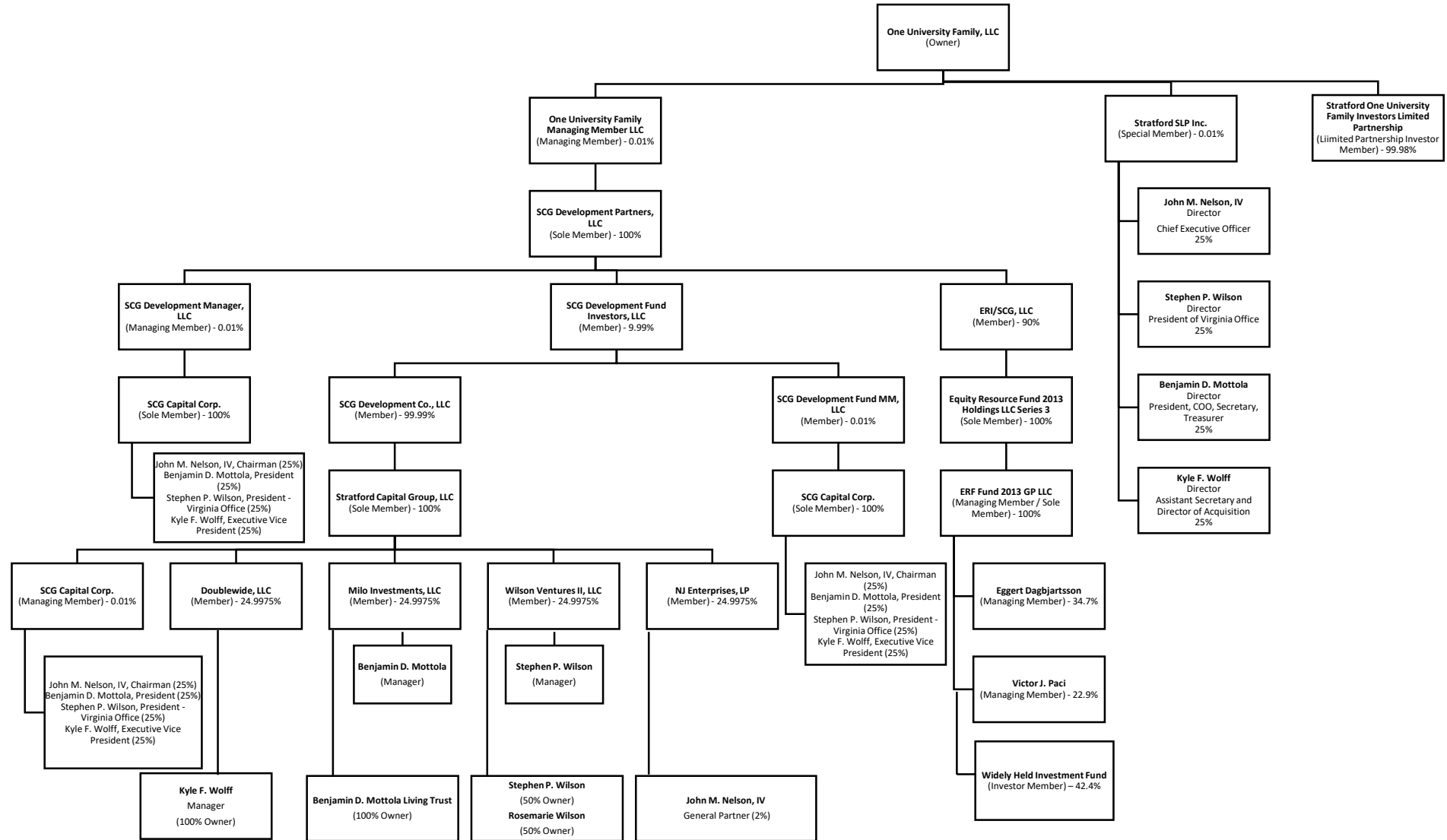
INVESTOR MEMBER:

STRATFORD ONE UNIVERSITY INVESTORS LIMITED PARTNERSHIP

By: SCG Capital Corp.,
its general partner

By: 

Name: Benjamin D. Mottola
Title: President



TAB A

LPA

Developer Fee Agreement

DEVELOPMENT SERVICES AGREEMENT

THIS DEVELOPMENT SERVICES AGREEMENT (this “**Agreement**”) is made as of _____, 2020, by and between **ONE UNIVERSITY FAMILY, LLC**, a Virginia limited liability company (the “**Company**”), and **SCG DEVELOPMENT PARTNERS, LLC**, a Delaware limited liability company (the “**Developer**”).

RECITALS:

A. The Company, pursuant to that certain Option to Ground Lease (Affordable Housing – Family) effective as of _____, 2020 (the “**Option**”) with Fairfax County Redevelopment and Housing Authority, a subdivision of the Commonwealth of Virginia (“**FCRHA**”) 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 120 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**”); (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 a first mortgage loan to fully repay the construction loan.

(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;

(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) Ensure that development of the Project proceeds in a manner that considers the unique and existing conditions of the Project's 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 \$3,900,000 (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, 2037.

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.

ONE UNIVERSITY FAMILY, LLC

By: One University Family 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, ONE UNIVERSITY FAMILY, LLC, a Virginia limited liability company (the “**Company**”) promises to pay the order of SCG DEVELOPMENT PARTNERS, LLC, a Virginia limited liability company (the “**Developer**”) the principal sum of _____ AND ___/100 DOLLARS (\$ _____), on or before [December 31, 2037] (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.

ONE UNIVERSITY FAMILY, LLC

By: One University Family 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, January 24, 2020

This is to certify that the certificate of organization of

One University Family, LLC

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

Effective date: January 24, 2020



STATE CORPORATION COMMISSION

Attest:

Joel H. Beck

Clerk of the Commission

**COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION**

AT RICHMOND, JANUARY 24, 2020

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

One University Family, LLC

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

CERTIFICATE OF ORGANIZATION

be issued and admitted to record with the articles of organization in the Office of the Clerk of the Commission, effective January 24, 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

A handwritten signature in black ink, reading "Judith William Jagdmann". The signature is written in a cursive style with a large initial "J".

Commissioner

Limited Liability Company - Articles of Organization

Entity Information

Entity Name: One University Family, 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: SCG Development , 8245 Boone Blvd Ste 640, Vienna, VA, 22182 - 3894, USA

Principal Information

Management Structure: Member-Managed

Signature Information

Date Signed: 01/24/2020

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: One University Family
Name of Applicant (entity): One University Family, 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

* refer to note attached

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

03/11/2020

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

Note to Previous Participation Certification:
One University Family

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: One University Family
 Name of Applicant: One University Family, 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: Stephen P. Wilson Controlling GP (CGP) or 'Named' Managing Member of Proposed property? Y
 Y or N

Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
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	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



List of LIHTC Developments (Schedule A)

Development Name: One University Family
 Name of Applicant: One University Family, 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/Bufalo, 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/Oranburg, 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	
* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a				TOTAL:	3,400	3,351		99%	Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: One University Family
 Name of Applicant: One University Family, 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: One University Family
 Name of Applicant: One University Family, 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: 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: One University Family
 Name of Applicant: One University Family, 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: One University Family
 Name of Applicant: One University Family, 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 LIHTC as % of
99% 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	Applan 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
 LHIC as % of 99% Total Unit

E

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

OPTION TO LEASE (AFFORDABLE HOUSING – FAMILY)

This Option to Lease (the “Option”) is dated March 2, 2020, by and between FAIRFAX COUNTY REDEVELOPMENT AND HOUSING AUTHORITY, a subdivision of the Commonwealth of Virginia, whose business address is 12000 Government Center Parkway, Fairfax, Virginia 22035 (“Landlord” or “FCRHA”) and ONE UNIVERSITY FAMILY, LLC, a Virginia limited liability company (One University, and its permitted successors and assigns hereinafter referred to as, Tenant) having an office at 8245 Boone Boulevard, Suite 640, Vienna, VA 22182.

WHEREAS, Landlord owns certain real property in fee simple, identified as Fairfax County Tax Map Section 57-3 ((1)) Parcels 11A and 11B, and Tax Map Section 57-4 ((1)) Parcel 2B and located in Fairfax County, Virginia, and intends to lease a portion of that real property, such real property being more particularly identified on Exhibit A, attached hereto and made a part hereof (the “Premises”);

WHEREAS, in order to finance in part the design, development and construction of one building consisting of 120 units (the “Affordable Housing Family Building”), with parking that is structured in part, along with the Meeting Space Facility as defined in the Ground Lease (collectively, the “Project”) on the Premises, Tenant shall apply for tax credits (“Tax Credits”) pursuant to the Virginia Housing Development Authority’s 2020 Federal Low Income Housing Tax Credit Program Application (the “Application”);

WHEREAS, Landlord wishes to grant Tenant an option to lease the Premises under a long-term ground lease, the form of which has been agreed to by Landlord and Tenant (the “Ground Lease”) and Tenant wishes to accept the option.

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

1. Grant of Option. Landlord, upon Tenant’s receipt of an award of Tax Credits and in consideration of \$1.00, which shall be non-refundable, paid by Tenant to Landlord, receipt of which is hereby acknowledged, grants to Tenant the exclusive right and option to lease the Premises on the following terms and conditions. If Tenant does not receive an award of Tax Credits pursuant to the Application by the Expiration Date (defined below), this Option will automatically terminate.

2. Option Period. The term of this Option shall commence on the date first written above and continue until 5:00 p.m. on December 1, 2020 (the “Expiration Date”). If the Application is not approved for Tax Credits on or before the Expiration Date (or the Extended Expiration Date, as applicable), Tenant shall have three successive one time rights to re-apply for Tax Credits in each of calendar years 2021, 2022, and 2023 (with the final extension requiring Landlord’s approval) by sending written notice to Landlord and, in such event, this Option shall remain in full force and effect until the later of December 1 of the year following

the exercise of the most recently-exercised extension, unless further extended in accordance with this Section (such later date, the “Extended Expiration Date”).

3. Ground Lease. Tenant shall be permitted to assign and encumber its leasehold interest under the Ground Lease, in accordance with the terms of the Ground Lease, as security for debt financing for the Project. This Option shall not be recorded; however, a memorandum of the Ground Lease is expected to be recorded or memorialized in the appropriate office of public records, in accordance with the laws of the Commonwealth of Virginia. All costs of transfer and such recordation will be borne by Tenant. The Base Rent, as defined in the Ground Lease, for the term of the Ground Lease shall be in an amount equal to Ten and 00/100 Dollars (\$10.00).

4. Exercise of Option. Tenant may exercise this Option by giving Landlord written notice, signed by Tenant, on or before the Expiration Date (or Extended Expiration Date, if applicable), subject to the approval and requirements of the U.S. Department of Housing and Urban Development; Fairfax County, Virginia; and the FCRHA as set forth in that certain Contract to Ground Lease of even date herewith, that certain Guaranty, and such other documents as are required by the FCRHA.

5. Proof of Title. Tenant may, at Tenant’s expense, obtain a title commitment for the issuance of a leasehold insurance policy for the Premises. Tenant shall deliver a copy of any such commitment to Landlord.

6. Failure to Exercise Option. If Tenant does not exercise this Option in accordance with its terms and before the Expiration Date (or Extended Expiration Date, if applicable), this Option and the rights of Tenant hereunder will automatically and immediately terminate without notice. If Tenant fails to exercise this Option, Landlord will retain the sum paid as consideration for this Option.

7. Notices. All notices provided for in this Option will be deemed to have been duly given or served as follows: (a) by personal delivery (with receipt acknowledged), (b) delivered by reputable, national overnight delivery service (with its confirmatory receipt therefor), next business day delivery specified, or (c) sent by registered or certified United States mail, postage prepaid, return receipt requested, in each case addressed to the party for whom intended at the party’s address listed above.

8. Binding Effect. This Option will be binding upon and inure only to the benefit of the parties to it and of any mutually-agreed successors and/or assigns, and of any permitted assigns pursuant to a Permitted Assignment (as hereinafter defined).


9. Assignment. Tenant may, without the prior written consent of Landlord or FCRHA, assign its interest in this Option to an entity controlled, operated or managed by SCG Development Partners, LLC (“Permitted Assignment”). Other than a Permitted Assignment, Tenant will not assign its interest in the Option without the prior written consent of Landlord.

[Signature Pages Follow]

In witness whereof, Landlord and Tenant have executed this Option on the date first written above.

LANDLORD:

FAIRFAX COUNTY REDEVELOPMENT AND HOUSING AUTHORITY, a political subdivision of the Commonwealth of Virginia

By: 
Name: Thomas Fleetwood
Title: Assistant Secretary

[Signatures Continue on Next Page]

TENANT:

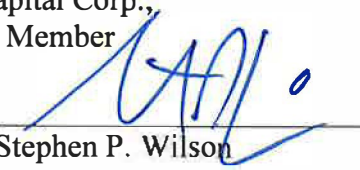
ONE UNIVERSITY FAMILY, LLC,
a Virginia limited liability company

By: One University Family Managing Member LLC
Its Managing Member

By: SCG Development Partners, LLC
Its Manager

By: SCG Development Manager, LLC
Its Managing Member

By: SCG Capital Corp.,
Its Sole Member

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

[Exhibits Begin on Next Page]



**Description of
A Portion of the Property of
Fairfax County Redevelopment Housing Authority
Deed Book 5650 Page 963**

**Braddock District
Fairfax County, Virginia**

Beginning at a point on the most northwesterly corner of the property herein described, said point being a corner of Parcel B-2, Chancery Park, Section 3, recorded at deed book 11357 page 1265, said point also being a corner to Parcel D, Chancery Park, Section 2, recorded at deed book 11258 page 1569;

Thence departing said Parcel D, Chancery Park, Section 2 and running with said Parcel B-2, Chancery Park, Section 3, in its entirety, and with the same line extended with the property of Murray Tract Lot 8, recorded at deed book 19662 page 958, South 72°06'24" East a distance of 379.74 feet to a point;

Thence departing said property of Murray Tract Lot 8 and running through the property of Fairfax County Redevelopment Housing Authority, the following courses and distances;

South 17°53'36" West a distance of 149.71 feet to a point;

North 72°06'24" West a distance of 66.54 feet to a point;

South 17°53'36" West a distance of 99.96 feet to a point;

North 72°06'24" West a distance of 17.42 feet to a point;

South 17°53'36" West a distance of 30.25 feet to a point;

South 72°06'24" East a distance of 54.75 feet to a point; and

South 17°53'36" West a distance of 35.26 feet to a point, said point being along the northerly line of the property of George Mason University, recorded in Deed Book 3221 at page 251;

Thence continuing through said property of Fairfax County Redevelopment Housing Authority and running with said property of George Mason University, North 72°07'14" West a distance of 526.28 feet to a point, said point being a corner to the aforementioned Parcel D, Chancery Park, Section 2, recorded at deed book 11258 page 1569;



Thence departing said property of George Mason University and running with said Parcel D, Chancery Park, Section 2, North 47°01'41" East a distance of 360.97 feet to the point of beginning.



OFFICE OF PUBLIC AND INDIAN HOUSING
OFFICE OF HOUSING

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-8000

March 10, 2020

Amy Ginger
Deputy Director, Operations
Fairfax County Department of Housing and Community Development
3700 Pender Drive
Fairfax, VA 22030

Re: Robinson Square – One University Redevelopment
Fairfax County Redevelopment and Housing Authority
One University Family, LLC

Dear Ms. Ginger:

The Fairfax County Redevelopment and Housing Authority (“FCRHA”) has requested HUD consent to the redevelopment of a multifamily apartment complex currently known as Robinson Square. The Robinson Square property is currently encumbered by a Rental Assistance Demonstration (“RAD”) Use Agreement, dated as of October 31, 2017, and recorded in the Fairfax County Land Records at Book 25233, page 0204 (the “Use Agreement”). The Robinson Square property is the site of 46 existing RAD Section 8 Project Based Voucher (“PBV”) units.

The redevelopment plans would require the demolition of the existing 46 RAD PBV units and the subsequent new construction of approximately 570 units of housing to be located on the Robinson Square property and on an additional adjacent parcel not covered by the Use Agreement, all of which is proposed to be known as “One University.” The approximately 570 units would be constructed in three buildings, over multiple years. The first building would consist of a 120-unit multifamily development providing affordable housing to low-income family households (“Proposed One University Multifamily Building”) and is the subject of an anticipated low-income housing tax credit (“LIHTC”) application. This building is proposed to include 46 PBV units to replace all of the existing 46 Robinson Square RAD units, plus 74 additional affordable units, for a total of 120 units of affordable housing. FCRHA has requested certain consents and approvals from HUD in order to implement the One University development (collectively, the “Request”). The second building is anticipated to include approximately 120-units of affordable LIHTC housing for low-income senior households and the third building is anticipated to include approximately 330 units of student housing which would not be designated affordable or rent-assisted.

Confirmation of HUD Support

FCRHA has asserted, and HUD agrees, that the proposed redevelopment of Robinson Square pursuant to the One University plan is a unique opportunity to significantly increase the availability of affordable housing in a desirable area of Fairfax County and to provide student housing immediately adjacent to George Mason University. We recognize that One University represents a transformative affordable housing resource for the FCRHA and Fairfax County, and we are

supportive of this effort. The student housing is anticipated to relieve some of the pressure caused by student rentals on the stock and pricing of housing that would otherwise be available for the general population. This redevelopment is also the highest and best use of the site, as it represents an opportunity to increase density of housing in an area of Fairfax County which has the amenities and transportation options which can support such density. A key element of the One University plan is the replacement of the 46 PBV units, providing deeply rent-assisted housing under the Section 8 program to the same number of households. HUD further notes that the development commitments include relocation benefits, the opportunity for the current households to return to the newly constructed units, the opportunity to provide the same number of PBV units but with modern unit sizes and site amenities, and many other positive features as described in your counsel's correspondence and in our verbal discussions with you regarding the Request.

On the basis of these compelling facts, and as further described below, HUD specifically supports the LIHTC application for the Proposed One University Multifamily Building, as part of the One University redevelopment plan.

As part of the redevelopment plan, FCRHA proposes to reconfigure the unit mix within the 46 PBV units. The current Robinson Square RAD PBV units consist of 35 three-bedroom and 11 four-bedroom units. Through a letter from Kathie Soroka of Nixon Peabody LLC dated February 4, 2020, FCRHA has represented that reconfiguration of the unit mix within the 46 PBV replacement units is warranted because many of the households are currently over-housed pursuant to FCRHA's occupancy standards and because there is a need for a more diverse mix of unit sizes based on FCRHA's current waiting list and on FCRHA's recent leasing experience. HUD hereby approves the following unit mix for the replacement 46 PBV units within the Proposed One University Multifamily Building:

Eleven (11) one-bedroom or larger units,
Eleven (11) two-bedroom or larger units,
Twenty (20) three-bedroom or larger units, and
Four (4) four-bedroom or larger units.

Subsequent transaction-related approvals related to the redevelopment of the 46 PBV units and related to the Proposed One University Multifamily Building will rely on the approval of the unit mix communicated in this letter.

Further, as part of the financing of the redevelopment plan, FCRHA proposes to transfer a long-term ground lease interest to One University Family, LLC, as the property owner of the Proposed One University Multifamily Building; to modify the existing liens on the property and to establish new financing and regulatory liens on the property. HUD anticipates allowing such actions upon confirmation of the implementation commitments set forth below, in connection with the financial and real estate closing of the Proposed One University Multifamily Building.

Requirements for Implementation

The terms of the existing RAD Section 8 PBV Housing Assistance Payments ("HAP") contract and the Use Agreement require HUD to approve certain specific actions necessary to implement the planned redevelopment. (For example, the current Use Agreement requires HUD consent to any

transfer of ownership or new lien on the property.) Additionally, FCRHA and the developers (including the new owner entity) have also agreed to the following HUD conditions in order to move forward with the construction of the Proposed One University Multifamily Building. As such, HUD is supportive of the Proposed One University Multifamily Building and the replacement of the current RAD PBV units. HUD will provide any necessary consents and approvals based on the following commitments:

1. The residents shall have a right of return and continued tenant protections at the replacement project that are based on the RAD requirements. Relocation of current tenants of the 46 RAD units will be carried out at the FCHRA's or the developer's sole expense in full compliance with the Uniform Real Property Acquisition and Relocation Act (the "URA"). All residents residing at Robinson Square as of the finalization of the architectural plans for the Proposed One University Multifamily Building, which occurred on January 31, 2020, will be offered the right to return to the One University development following construction completion of the Proposed One University Multifamily Building. Current tenants of the 46 RAD units will be offered tenant-based vouchers by the FCRHA. Families that turn down the offer of a tenant-based voucher or are unable to lease a unit with the voucher will be offered relocation to nearby rent-assisted properties. As part of the implementation of this commitment, FCRHA and/or the developer must submit a relocation plan that is fully compliant with the URA and the RAD right of return requirements and FCRHA must demonstrate that all residents of the existing 46 RAD units will continue to receive any rental assistance for which they would be eligible in the absence of the redevelopment.
2. The construction of the replacement PBV units shall be subject to PBV requirements regarding new construction as set forth in 24 CFR § 983. As part of the implementation of this commitment, FCRHA must document in their files their compliance with the PBV site selection requirements and PHA self-certifications set forth at 24 CFR § 983.57, specifically the new construction site and neighborhood standards in 24 CFR § 983.57(e). No payments shall be provided during the period after the existing PBV units are vacated as a result of the redevelopment and before the completion, approval, and occupancy of the replacement PBV units.
3. The 46 replacement units shall be covered by a PBV HAP contract and use agreement that will replicate or preserve the features of a RAD PBV conversion project. The 46 replacement units must be covered by a PBV HAP contract and a use agreement pursuant to terms and conditions substantially similar to those currently in effect, as modified by any future change in statute or regulation which may govern such a PBV HAP contract. HUD will authorize the rental assistance to the 46 units under such terms and conditions and will specify how the RAD features will be effectuated in the replacement PBV project.
4. The ownership structure and financing shall be consistent with RAD and PBV ownership and financing requirements and redevelopment plans shall comply with standard applicable HUD due diligence requirements. To evidence compliance with this commitment, FCRHA and/or the developer must submit documentation evidencing acceptable financing and development plans, including environmental review documentation, for the Proposed One University Multifamily Building and consistent with the RAD and PBV program requirements regarding the qualifications of ownership entities.

5. FCRHA Plan Amendments and/or contract documentation. As previously discussed, if and as required by HUD in connection with any necessary consents and approvals, FCRHA will utilize Moving-to-Work (MTW) flexibilities in accordance with MTW demonstration requirements, including any necessary amendments to its MTW plan, and/or execute any required agreements or related documentation, in such form as acceptable to HUD.

HUD notes that FCRHA has made certain commitments regarding potential additional development of three-and four-bedroom units in a letter from Amy Ginger addressed jointly to the undersigned dated March 9, 2020, as part of this approval process. These commitments are referenced herein to ensure awareness by successor HUD and FCRHA staff. However, performance or non-performance of the commitments in such March 9, 2020 letter shall not affect HUD's approvals with respect to the Proposed One University Multifamily Building and any enforcement action to ensure compliance with the terms of such letter shall not affect the ability of FCRHA or its developer partners to proceed with the Proposed One University Multifamily Building.

Upon verification by HUD that FCRHA and/or the developer, as applicable, have met the commitments set forth in paragraphs 1-4, above, HUD will proceed to execute the necessary consents in connection with the proposed One University redevelopment.

We look forward to the progress of this transaction in accordance with the applicable HUD requirements. While HUD must verify compliance with these requirements and the above commitments, based on the information provided to us at this time, we do not see any actions necessary to the development of the Proposed One University Multifamily Building which are outside of the development team's capacity to implement. Please don't hesitate to contact one of us if you have any additional questions regarding this matter.

Sincerely,



Danielle Bastarache
Deputy Assistant Secretary
Office of Public Housing and Voucher Programs



Thomas R. Davis
Director
Office of Recapitalization

cc: Steven Durham, PIH
Michael Dennis, PIH
Sue Wilson, PIH
Will Lavy, Recap
Vickie Longosz, OGC
Hugh Lutz, OGC

MAP #: 0573 01 0011A
REDEVELOPMENT AND HOUSING
AUTHORITY

4400 SAINT EDWARDS PL

Owner

Name REDEVELOPMENT AND HOUSING AUTHORITY, FAIRFAX
COUNTY
Mailing Address 3700 PENDER DR SUITE 300 FAIRFAX VA 22030
Book 05650
Page 0963

Parcel

Property Location 4400 SAINT EDWARDS PL FAIRFAX VA 22030 4431
Map # 0573 01 0011A
Tax District 30000
District Name BRADDOCK
Land Use Code Townhouse in rental development
Land Area (acreage) 6.289
Land Area (SQFT)
Zoning Description PRM(Planned Res Mixed Use)
Utilities

GAS NOT AVAILABLE
County Inventory of Historic Sites NO
County Historic Overlay District NO
For further information about Historic Overlay Districts,
[CLICK HERE](#)
Street/Road

Site Description COMMERCIAL RANK #2

Legal Description

Legal Description FAIRFAX STA RD
PCL A

Sales History

Date	Amount	Seller	Buyer
05/07/1982	\$0		REDEVELOPMENT AND HOUSING AUTHORITY

10/22/1980 \$325,000

Sales

1 of 2

Date	05/07/1982
Amount	\$0
Seller	
Buyer	REDEVELOPMENT AND HOUSING AUTHORITY
Notes	Valid and verified sale
Deed Book and Page	05650-0963
Additional Notes	

Values

Tax Year	2020
Current Land	\$7,440,000
Current Building	\$5,668,870
Current Assessed Total	\$13,108,870
Tax Exempt	YES
Note	

Values History

Tax Year	Land	Building	Assessed Total	Tax Exempt
2019	\$2,668,000	\$10,440,870	\$13,108,870	YES
2018	\$2,668,000	\$10,331,020	\$12,999,020	YES
2017	\$2,668,000	\$10,175,090	\$12,843,090	YES
2016	\$2,668,000	\$7,870,770	\$10,538,770	YES
2015	\$2,668,000	\$8,056,780	\$10,724,780	YES
2014	\$2,668,000	\$7,809,950	\$10,477,950	YES
2013	\$2,668,000	\$2,498,580	\$5,166,580	YES
2012	\$2,668,000	\$2,764,370	\$5,432,370	YES
2011	\$1,035,000	\$4,586,770	\$5,621,770	YES
2010	\$1,035,000	\$3,993,840	\$5,028,840	YES
2009	\$1,840,000	\$3,747,420	\$5,587,420	YES
2008	\$1,840,000	\$3,921,950	\$5,761,950	YES
2007	\$1,840,000	\$3,934,010	\$5,774,010	YES
2006	\$1,840,000	\$3,200,580	\$5,040,580	YES
2005	\$1,840,000	\$3,007,730	\$4,847,730	YES
2004	\$1,196,000	\$3,263,930	\$4,459,930	YES
2003	\$1,196,000	\$2,981,415	\$4,177,415	YES
2002	\$690,000	\$3,296,885	\$3,986,885	YES
2001	\$690,000	\$3,256,865	\$3,946,865	YES

2000 \$690,000 \$3,126,890 \$3,816,890 YES

Structure

Property Name	ROBINSON SQ TH-FCRHA (FUT MF)
Land Use Code	Townhouse in rental development
Year Built	1982
Gross Floor Area	64,828
Units (if applicable)	46
Stories	2
Construction Type	Frame
Exterior Walls	Wood/Asphalt Siding/Synthetic/Cedar Shke
Floor	Carpet/Carpet/Tile
Roof	Abestos Shingle
Elevator	0
Element #	E06351001
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.

Associated Parcels

Structure Summary

Property Name	Land Use Code	Year Built	GFA	Units
ROBINSON SQ TH-FCRHA (FUT MF)	Townhouse in rental development	1982	64,828	46

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: 24/Feb/2020 DB:PORA34PRYR

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

Signed: [Signature]

Date: 3.9.2020

Printed Name: Matt Waring

Resnet Provider Agency
Viridian

RESNET Rater
[Signature]

Provider Contact and Phone/Email Sean Evensen-Shanley Sean.Evensen-Shanley@Viridian

One University
2020 LIHTC Pre-Review Modeling Summary and Comments

Project Address

10700 Saint Johns Place
Fairfax, VA 22030

Project Summary

One University is a new construction mid-rise multifamily development, comprised of 120 units located in Fairfax, VA. SCG Development, LLC plans to construct the project utilizing 9% LIHTC. As part of their funding application the project is seeking ENERGY STAR Multifamily New Construction Certification as well as Gold level certification under the EarthCraft Multifamily Program (ECMF). This level of certification requires the project to complete all mandatory checklist items pertaining to the ENERGY STAR program, hit the ENERGY STAR Target Threshold HERS index for all units (unit dependent threshold) and attain minimum 150 points on the ECMF Workbook Versions 6. Steve Saville of DCS is the primary architect contact for the project.

Unit-Level Energy Modeling

Unit-level models were generated using Ekotrope v3.2.3 based on the proposed scope and plans provided by the project team dated December 18, 2019. With the current scope of work defined below, the worst case units in the development is obtaining a projected HERS index of 63 - meeting the ENERGY STAR Threshold of 63 for this unit type. The following outlines the scope as it is currently modeled.

Enclosure:

- R-10 Grade II slab edge insulation
 - Note: depth issue could arise at transition from R-5 Cont. for wall assembly to R-10 (required) at the first floor slab above the garage.
- R-19 insulation between garage and 1st Floor Dwelling Units
 - Programmatic Requirement - listed in spec sheet as R-13
- R-19 Grade II cavity insulation in exterior above grade walls and rim & band, plus R-5 continuous exterior insulation
- R-13 Grade II cavity insulation in party walls and adiabatic ceilings/floors
- R-30 Grade 1 Blown CCF/R-38 Batt Grade II attic insulation
 - Top Floor Models Only
- 0.21 U-Value for opaque doors
- 0.32 U-Value/0.27 SHGC windows

Mechanicals:

- SEER 16, HSPF 9, 18k air source heat pump, programmable thermostat



- 0.95 EF storage electric water heaters in unit, 40 gallon
 - Assumed In-Unit Water Heater, Length of Farthest Hot Water run assumed to be 35'
 - All Low Flow Faucets
- 5 ACH₅₀ for infiltration threshold/blower door test
- 4% duct leakage to the outside, 6% total duct leakage
- All ducts within conditioned space and insulated to R-6
- ERV input for dwelling unit Mech. Ventilation.
 - No information provided
 - Input 35% Recovery Efficiency, 54 Watts, delivering 54 CFM 24 hrs./day

Lights & Appliances:

- ES rated kitchen appliances
 - 410 kWh/yr refrigerator
 - Typically, ADA fridges run closer to 610 kWh/yr and that is assumed during modeling. Decreased in order to bring unit into HERS compliance
 - 275 kWh/yr dishwasher
- Advanced lighting - 100% LED
- ENERGY STAR Washer and Dryer Assumed
 - Dryer CEF - 2.617
 - Washer Labeled Energy Rating (kWh/yr) - 151
 - Washer IMEF - 2.15

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

Sincerely,

Matt Waring
Technical Director, Viridiant

Home Energy Rating Certificate

Projected Report

Rating Date: 2020-03-09

Registry ID:

Ekotrope ID: P2IjpJxd

HERS® Index Score:

63

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

\$833

*Relative to an average U.S. home

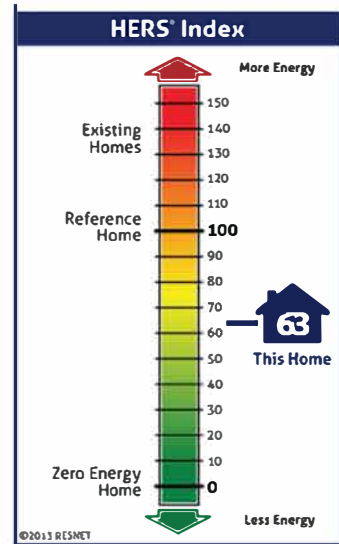
Home:
1 University Drive
Fairfax, VA 22030

Builder:

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	8.7	\$287
Cooling	1.2	\$41
Hot Water	5.5	\$184
Lights/Appliances	12.7	\$422
Service Charges		\$79
Generation (e.g. Solar)	0.0	\$0
Total:	28.2	\$1,012

This home meets or exceeds the criteria of the following:



Home Feature Summary:

Home Type:	Apartment, end unit
Model:	2 BR -A Corner 1st Flr.
Community:	N/A
Conditioned Floor Area:	1,058 ft ²
Number of Bedrooms:	2
Primary Heating System:	Air Source Heat Pump • Electric • 9 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 16 SEER
Primary Water Heating:	Water Heater • Electric • 0.95 Energy Factor
House Tightness:	5 ACH50
Ventilation:	54.2 CFM • 54.2 Watts
Duct Leakage to Outside:	42.33 CFM @ 25Pa (4 / 100 s.f.)
Above Grade Walls:	R-24
Ceiling:	Adiabatic, R-4
Window Type:	U-Value: 0.32, SHGC: 0.27
Foundation Walls:	N/A

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

Matt Waring, Certified Energy Rater
Digitally signed: 3/9/20 at 10:23 AM

G

Zoning Certification Letter
(MANDATORY)



PLANNERS
ENGINEERS
LANDSCAPE ARCHITECTS
LAND SURVEYORS

DATE:

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

RE: ZONING CERTIFICATION

Name of Development: One University Family

Name of Owner/Applicant: One University Family, LLC

Name of Seller/Current Owner: Fairfax County Redevelopment and Housing Authority

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:

10700 St Johns Place
Fairfax, VA 22030

Legal Description:

See Attached

Proposed Improvements:

<input checked="" type="checkbox"/> New Construction:	<u>120</u>	# Units	<u>1</u>	# Buildings	<u>224,594.97</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: PRM allowing a density of 46.15 units per acre, and the following other applicable conditions: See Below.

Other Descriptive Information:

A Fairfax County Rezoning Plan (RZ 2018-BR-025) was approved with Development Proffers.

LOCAL CERTIFICATION:

Check one of the following as appropriate:

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



Signature

Clayton Tock

Printed Name

Principal

Title of Local Official or Civil Engineer

703-642-2306

Phone:

03-11-2020

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.



**Description of
A Portion of the Property of
Fairfax County Redevelopment Housing Authority
Deed Book 5650 Page 963**

**Braddock District
Fairfax County, Virginia**

Beginning at a point on the most northwesterly corner of the property herein described, said point being a corner of Parcel B-2, Chancery Park, Section 3, recorded at deed book 11357 page 1265, said point also being a corner to Parcel D, Chancery Park, Section 2, recorded at deed book 11258 page 1569;

Thence departing said Parcel D, Chancery Park, Section 2 and running with said Parcel B-2, Chancery Park, Section 3, in its entirety, and with the same line extended with the property of Murray Tract Lot 8, recorded at deed book 19662 page 958, South 72°06'24" East a distance of 379.74 feet to a point;

Thence departing said property of Murray Tract Lot 8 and running through the property of Fairfax County Redevelopment Housing Authority, the following courses and distances;

South 17°53'36" West a distance of 149.71 feet to a point;

North 72°06'24" West a distance of 66.54 feet to a point;

South 17°53'36" West a distance of 99.96 feet to a point;

North 72°06'24" West a distance of 17.42 feet to a point;

South 17°53'36" West a distance of 30.25 feet to a point;

South 72°06'24" East a distance of 54.75 feet to a point; and

South 17°53'36" West a distance of 35.26 feet to a point, said point being along the northerly line of the property of George Mason University, recorded in Deed Book 3221 at page 251;

Thence continuing through said property of Fairfax County Redevelopment Housing Authority and running with said property of George Mason University, North 72°07'14" West a distance of 526.28 feet to a point, said point being a corner to the aforementioned Parcel D, Chancery Park, Section 2, recorded at deed book 11258 page 1569;



Thence departing said property of George Mason University and running with said Parcel D, Chancery Park, Section 2, North 47°01'41" East a distance of 360.97 feet to the point of beginning.

H

Attorney's Opinion
(MANDATORY)

March 11, 2020

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

Re: **2020 Tax Credit Reservation Request**

Name of Development: One University Family
Name of Owner: One University Family, LLC

Gentlemen:

This undersigned firm represents the above-referenced Owner as its counsel. It has received a copy of and has reviewed the completed application package dated March 11, 2020 (of which this opinion is a part) (the "Application") submitted to you for the purpose of requesting, in connection with the captioned Development, a reservation of low income housing tax credits ("Credits") available under Section 42 of the Internal Revenue Code of 1986, as amended (the "Code"). It has also reviewed Section 42 of the Code, the regulations issued pursuant thereto and such other binding authority as it believes to be applicable to the issuance hereof (the regulations and binding authority hereinafter collectively referred to as the "Regulations").

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

1. It is more likely than not that the inclusion in eligible basis of the Development of such cost items or portions thereof, as set forth in Hard Costs and Owners Costs section of the Application form, complies with all applicable requirements of the Code and Regulations.
2. The calculations (a) of the Maximum Allowable Credit available under the Code with respect to the Development and (b) of the Estimated Qualified Basis of each building in the Development comply with all applicable requirements of the Code and regulations, including the selection of credit type implicit in such calculations.
3. The appropriate type(s) of allocation(s) have been requested in the Reservation Request Information section in the Application form.

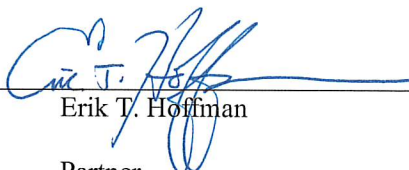
4. The information set forth in the Unit Details section of the Application form as to proposed rents satisfies all applicable requirements of the Code and Regulations.
5. The site of the captioned Development is controlled by the Owner, as identified in the Site Control section of the Application, for a period of not less than four (4) months beyond the application deadline.

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

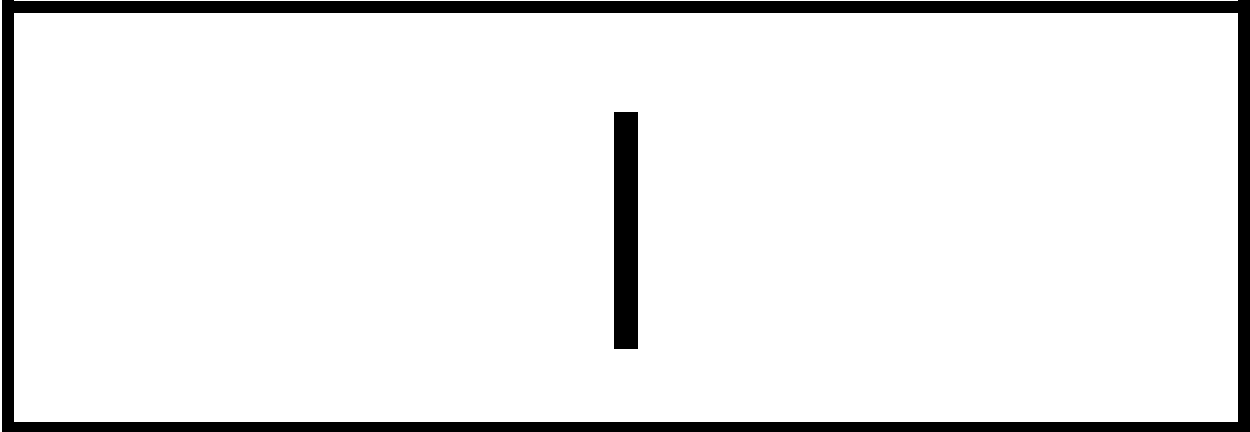
This opinion is rendered solely for the purpose of inducing the Virginia Housing Development Authority ("VHDA") to issue a reservation of Credits to the Owner. Accordingly, it may be relied upon only by VHDA and may not be relied upon by any other party for any other purpose.

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

Firm Name: Klein Hornig LLP

By: 
Erik T. Hoffman

Its: Partner



Nonprofit Questionnaire

(MANDATORY for points or pool)

This deal does not require
information behind this tab.

J

Relocation Plan

(MANDATORY, if tenants are displaced)

Must include a unit delivery schedule

Robinson Square Resident Relocation Plan

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 - C. Estimated Schedule
- 5. Relocation Plan Implementation**
 - A. General Information
 - B. Construction Phases
 - C. Relocation Details – Current Residents
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 - 2) Eligibility Requirements
 - 3) Resident Communication and Individual Household Survey
 - 4) Resident Relocation Benefits and Notice Requirements
 - a. Replacement Housing Payments
 - b. Advisory Services
 - c. Moving Coordination

Exhibit I – General Information Notice and 120-Day Notice (SAMPLE)

Exhibit II – 30-Day Notice (SAMPLE)

1. CONTACT PERSONS

Owner

Stephen Wilson
Managing Member
One University Development Partners, LLC
8245 Boone Blvd., Suite 640
Tysons Corner, Virginia 22182
(703) 942-6610 x210
spw@scgdevelopment.com

Management Company

Jan Haub
Regional Property Manager/ Director of Compliance
Paradigm Management II, LP
1515 North Courthouse Road, Suite 600
Arlington, Virginia 22201
(571) 482-5922

Relocation Company

Christopher Jones
Housing Opportunities Unlimited, Inc.
50 Redfield Street, Suite 101
Boston, Massachusetts 02122
(617) 436-4500

2. Definitions

30-Day Notice means the notice, if necessary, identifying the exact date of vacating an existing residential unit provided pursuant to the Virginia Housing Development Authority (VHDA).

120-Day Notice to Vacate means the notice identifying the earliest dates of vacating an existing residential unit that will be provided pursuant to the Uniform Relocation Act and the Virginia Residential Landlord Tenant Act.

Current Residents means the 46 existing households defined in Section 4A as of the date of the Initiation of Negotiations (ION) as defined in the Uniform Relocation ACT (URA).

Owner means One University Family, LLC.

Displaced refers to the requirement that a household move out of the existing residential unit in order to allow for the construction.

Fairfax County Relocation Guidelines means the document designating the Department of Housing and Community Development (DHCD) to act as a liaison with Owner in the development and implementation of a Relocation Plan.

General Information Notice means the notice provided pursuant to the Uniform Relocation Act that notifies tenants about the project, planned development, timeline, and potential displacement.

Low Income Housing Tax Credits means the federal program under which the Affordable Housing is anticipated to be financed.

Notice of Relocation Eligibility means the notice provided pursuant to the Uniform Relocation Act that notifies tenants of their eligibility for relocation benefits.

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

3. PROJECT SUMMARY AND OVERVIEW

The redevelopment of the Property and the resulting displacement of the current residents of Robinson Square Apartments will comply with all applicable Federal, State, and local laws and guidelines.

One University Family, LLC identified the need for additional affordable and student housing adjacent to George Mason University. Under the provisions of the Public-Private Education Facilities and Infrastructure Act of 2002 (PPEA), the development team submitted an unsolicited proposal for a public-private partnership to develop affordable and student housing on the site owned by the FCRHA known as One University.

The 10.8-acre property is comprised of three parcels of land owned by Fairfax County Housing and Redevelopment Authority located at 4348 Old Ox Road, 4400 St. Johns Place, and 4500 University Drive, Fairfax, Virginia 22030 (the "Property.") The Property is currently developed with a 46- townhome affordable housing community owned and managed by the Fairfax County Housing and Redevelopment Authority. The new construction project will include a mix of market-rate student housing plus a significant affordable housing development as follows:

Student Housing Development

- Approximately 798 beds in 333 apartment units
- A mix of one bedroom, two bedrooms, three bedrooms, and four bedrooms units (bed to bath parity)
- Approximately 522 parking spaces

- Approximately 10,000 square foot clubhouse (internal to building)/amenity area
- Approximately 460,000 total square feet (includes parking)
- Mix of five and six-story elevations

Affordable Housing Development

- Approximately 240 affordable apartment homes in two four-story buildings
- 120 age-restricted elderly units for residents aged 62+ and earning between 40%-60% of the AMI
- 120 family units for all age residents earning between 30%-60% of the AMI
- A mix of studio, one-bedroom, two-bedroom, three-bedroom, and four-bedroom apartment units
- Approximately 355 underground parking space plus an additional 25 surface parking spaces serving both buildings
- Leasing and amenity spaces separately serving each building.



Figure 1

The entire construction project is anticipated to take approximately 30 months to complete all buildings. Once all approvals and permits are in hand, the intent is to commence with building demolition.

4. POST-REDEVELOPMENT CHANGES

A. Redevelopment Overview

The scope of the project includes the demolition of the existing 46 townhouse-unit community, Robinson Square, and the new construction of 333 student housing apartment homes and 240 affordable housing apartment homes.

Prior to the demolition of the existing building, the then-existing households (the “Current Residents”) will be relocated off-site. All income-eligible tenants who move to off-site units during the construction will have the option to move back to the new project if they were in good standing with their lease when they moved and remain income eligible. The expectation is that these households will return once the new Residence is complete, however, in accordance with URA, any relocation lasting longer than one year is considered permanent.

B. New Residential Rent Policies for Affordable Housing

There will be an annual income certification requirement for all the LIHTC units pursuant to Section 42 of the Internal Revenue Code requirements, Virginia Housing Development Authority (“VHDA”) and the Developer’s policies.

After construction completion and upon initial lease-up, an income certification process will be conducted in order to determine eligibility for the LIHTC units. Each household will be subject to the income limits published annually by HUD that will be in effect the year the project is paced into service.

If the 46 current residents of Robinson Square income-certify to move back to the property after construction, the new unit configuration and rent requirements for these residents will be as follows:

Unit Type	Net Rent at Occupancy*
One-Bedroom	\$590
Two-Bedroom	\$688
Three-Bedroom	\$851
Four-Bedroom	\$1,076

*Rents at Robinson Square increase each year at the anniversary of the HAP Contract, which is in December, by the Operating Cost Adjustment Factor (OCAF) published by HUD.

C. Estimated Relocation Schedule

Date	Action
September 2020	Resident Surveys Begin.
October/November 2020	General Information Notice is sent to residents
December 2020	Notice of Relocation Eligibility is issued
February 2021	120-Day Notices are issued
May 2021	30-Day Notices are issued
June 2021	Residents are relocated to permanent locations
July 2021	Demolition and site construction begins
December 2023	All 120 new construction family units are delivered for relocation back to property.

5. RELOCATION PLAN IMPLEMENTATION

A. General Information

The Owner are committed to working with each Robinson Square resident household to ensure understanding and comfort throughout each stage of the redevelopment and relocation while minimizing family life disruption. All resident households will be treated with the utmost level of respect and concern for their professional and personal lives as well as family constraints.

The Owner and Relocation Specialist will:

- Provide referrals for tenants to replacement properties, and contacts said properties to request priority for persons being displaced.
- Provide tenants with written information and/or translation services in their native languages if necessary.
- Provides appropriate counseling for tenants who are unable to read and understand notices.
- Provides contact information for questions and access to phone or computer if needed to make contact.
- Provides transportation for tenants needing to look at other housing, especially those who are elderly or disabled.
- Understand and anticipate the needs of families and the elderly and able to meet the special advisory services they may need.
- Allow and make tenants aware that appointments can be scheduled outside of normal business hours if needed.

B. Relocation Details – Current Residents

1. Applicable Rules, Regulations, and Guidelines

Set forth below are relocation and resident retention policies and procedures that will govern the Owner in the implementation of the relocation plan. The Owner will adhere to the policies and procedures of the Virginia Housing Development Authority's *Relocation Assistance Guidelines* (rev. July 1, 2015) and the *Fairfax County Relocation Guidelines* (rev. June 22, 2012).

The Owner will update this Plan as changes are made and will make copies available to all households and tenants. Adequate general and individual records in sufficient detail will be maintained to demonstrate compliance with all applicable relocation requirements, including, but not limited to, occupant site records, timely notice to tenants, copies of signed claim forms, and canceled checks acknowledging payments or services provided to tenants. These files will be maintained for a minimum of one year. Once the project begins, the Owner will provide copies of all notices sent to tenants with evidence of receipt to the Fairfax County Department of Housing and community Development staff, to ensure compliance with this Plan.

2. Eligibility Requirements

Eligible Current Residents will be entitled to all services and benefits described in this Plan. Approximately six months in advance of displacement, the Owner will issue the General Information Notice to the residents of Robinson Square Apartments. The Owner will issue the Notice of Relocation Eligibility or Ineligibility within 30 days of the date the General Information Notice is provided to residents. Eligibility requires that households remain in Good Standing in accordance with the terms and conditions of their leases in effect on that date. This means that all rental payments must be up to date and that there are no other lease violations. All income-eligible Current Residents will be able to relocate back to the Affordable Housing development upon completion of construction, if they so choose provided, they meet the new Residential Rental Policies described above.

3. Resident Communication and Individual Household Survey

The Developer recognizes that effective resident communication is paramount to a successful redevelopment and relocation process. The team plans to hold several resident meetings to discuss the relocation and redevelopment process. Additionally, one-on-one meetings will be a key component of this communication process with the residents.

The Owner plan to conduct a survey of the Current Residents in order to ascertain specific household needs and plans, which will affect the overall relocation plan, as part of the one-on-one meetings. This survey will be mandatory for all households to complete as part of the relocation process. The Developer will ensure the format of the survey is approved in advance by the Fairfax County Department of Housing and Community Development's Relocation Services Division.

The meetings will be scheduled on-site and in accordance with resident availability. If necessary, meetings may be scheduled in evening hours or on the weekend.

During these meetings pertinent information regarding the construction and relocation process will be discussed one-on-one, questions answered, and concerns eased. A detailed frequently asked questions sheet and/or summary plan will be provided to ensure accurate resident understanding of provided information. Whenever necessary, the Owner will provide translation of documents and/or an interpreter to assist residents with limited English-speaking abilities.

4. Resident Relocation Benefits, Notice Requirements, and Procedure

a. Replacement Housing Payments. The Owner has agreed to the following HUD conditions in order to move forward with the construction of One University Family:

- 1) Right of Return: All households who remain in good standing will be allowed to return to a new unit at the Project when the construction is completed.
- 2) Physical Condition: All of the relocation apartments must be in decent, safe and sanitary condition and must meet Uniform Physical Condition Standards and local code requirements.
- 3) Continued Vouchering: The Owner, together with FCRHA, will continue to voucher for assistance under the HAP Contract upon execution of each Master Lease with the owner of each relocation apartment.
- 4) Differences in Unit Sizes: The Owner will ensure that:
 - i. If any relocation apartment home is the same bedroom size as the tenant's prior unit at the Property, the Owner may voucher for assistance up to the HAP Contract rent levels for the prior apartment, not to exceed the rental charge for the relocation apartment home.
 - ii. If any relocation apartment home is a greater bedroom size than the tenant's prior apartment home at the Property, the Owner may voucher for assistance up to the HAP Contract rent levels for the prior apartment home, not to exceed the rental charge for the relocation apartment home.
 - iii. A tenant may relocate to a relocation apartment home of lesser bedroom size than the tenant's prior apartment home at the Property so long as the number of persons housed remains the same. In these cases, the Owner may voucher for assistance up to the prior apartment home's contract rent level, not to exceed the rental charge for the relocation apartment home.
- 5) Payment of Rent: Each relocated household will be solely responsible for any charges related to the relocation apartment home in excess of the resident's HAP Contract rent or for any additional services that might be provided in excess of what they currently receive at the Property.

b. Advisory Services. The Owner will provide advisory services to help residents determine the most appropriate long-term relocation strategy. Those advisory services include the provision of the following:

- 1) Continuously working with each resident to identify and qualify an off-site comparable relocation dwelling for compliance with HUD housing quality standards and payment standards to be approved by the FCRHA housing choice voucher specialist.
- 2) Providing the General Information Notice indicating that the resident will be Displaced but advising the household clearly not to move immediately.
- 3) Providing the Notice of Relocation Eligibility, which informs the resident that they will be Displaced and establishes individual eligibility for relocation assistance and payments.
- 4) Providing the 120-Day Notice to Vacate, which specifies the earliest date the resident must relocate.
- 5) Providing a minimum 30-Day Notice indicating the exact address of any on or off-site relocation unit and the specific date in which the move is scheduled to take place.
- 6) Provide information regarding federal and state housing programs that may provide additional housing assistance, as necessary.
- 7) Provide the name and contact information for the Relocation Coordinator who can help answer questions or provide other needed services.
- 8) Upon issuance of the General Information Notice, any new applicants to lease at the Robinson Square Apartments shall be provided with a move-in notice advising potential lessees that they will not be eligible for relocation benefits, including moving expenses, should they elect to move into the property.

c. Moving Cost Reimbursement. The Owner will pay all reasonable costs directly associated with moving and relocation expenses (including utility connections) relating to each tenant's initial move to a relocation apartment home, and the resident's move back to the Property at the completion of construction, if the resident so chooses. The Owner will also provide appropriate advisory services to all residents. The Owner will hire a relocation specialist as part of the construction team to assist in coordinating the moves.

The Owner's moving cost reimbursement to the Resident is limited to \$100.00 if either of the following applies:

- a. A Resident has minimal possessions and occupies a dormitory style room, or
- b. A Resident's move is performed by an agency at no cost to the tenant.

If neither 'a' nor 'b' above applies, and the tenant opts to move his/her belongings, the reimbursement to the Resident may be based on one or a combination of the following:

1. Based on the Federal Highway Administration's Fixed Residential Moving Cost Schedule (see Virginia) and on the number of rooms of furniture, not the number of bedrooms per unit.
2. Based on Resident's Actual Reasonable Moving and Related Expenses

The Fixed Residential Moving Cost Schedule includes moving costs and utility connection expenses and is based on the number of rooms of furniture, not the number of bedrooms per unit.

Resident's actual reasonable moving and related expenses are defined as

- i. The lower of two bids or estimates prepared by a commercial mover; or
- ii. Receipted bills for labor and equipment

Hourly labor rates should not exceed the rates paid by a commercial mover to employees performing the same activity and, equipment rental fees should be based on the actual rental cost of the equipment not to exceed the cost paid by a commercial mover.

d. Processing Tenant Moving Cost Reimbursement Claims. To support claims for relocation, the tenant shall be informed that they are required to provide documentation, including bills, certified prices, appraisals, and other evidence of expenses.

Owner will:

- Provide reasonable assistance necessary to complete and file tenant's claims for payment.
- Reimburse moving costs upon receipt of billing documentation from the tenant
- Provide expedited return of security deposits or allow tenants to apply security deposits to last month's rent.
- Make advanced payments, if a tenant demonstrates the need, in order to avoid or reduce a hardship.
- Promptly notify the tenant in writing of its determination, if it disapproves all or part of a payment claimed or refuses to consider the claim on its merits because of untimely filing or other grounds.

One University Family, LLC plans to move each Resident that needs to be temporarily or permanently relocated in which case the moving cost reimbursement amount to each such Resident will be limited to \$100 as set forth above.

RELOCATION PROCEDURE

Duties and Responsibilities of the Residents of Robinson Square:

The Resident shall:

- Read the General Information Notice.
- Read, sign and return to One University Family, LLC a copy of the signed Notice of Eligibility.
- Move upon notice during the specific time period, irrespective of any pending grievance related to relocation or continuing occupancy. However, Resident rights to a grievance will not be waived by such a move provided the grievance is filed prior to the move.
- Pack all belongings and prepare furniture and appliances for moving (**everything but furniture must be packed in boxes, taped and the top of the boxes must be flat**).
- Arrange with utility companies to have services transferred to the new dwelling, and to cover all associated arrearage as may be required.
- Prepare, disconnect and/or dismount all applicable appliances for moving. If a Resident household qualifies as elderly or disabled, and requests assistance in writing from One University Family, LLC within 14 days

of receiving its 30-day notice, One University Family, LLC will provide the necessary moving assistance.

- Notify the US Postal Service, schools, other appropriate government agencies (Social Security, etc.), individuals, and companies of the change in address.
- Be ready to move all belongings on the specified date, and to be home and ready when the movers arrive.

Relocation Specialist and Property Manager Responsibilities:

The Relocation Specialist and Property Manager as necessary shall:

- Plan moves and consider resident needs
- Secure safe, sanitary and descent apartments for all residents.
- Schedule moves/move-ins
- Schedule residents with mover according to schedule established. Obtain insurance on all stored belongings.
- Monitor, coordinate, document and maintain records of all relocation activity for Robinson Square Apartments according to applicable regulations.
- Ensure that copies of Notices are signed by leaseholders, returned to One University Family, LLC and properly filed.
- Review and approve all requests for reimbursement of relocation expenses or allowable relocation payments, according to the Relocation Plan.
- Ensure that all households considered for relocation receive a General Information Notice and a copy of the Relocation Plan at the beginning of the planning process for the renovation project.
- Ensure that all households receive a written Notice of Eligibility for Relocation Assistance at least 120 days in advance of the deadline for being relocated, which outlines the assistance to which they are entitled.

The Owner and Relocation Specialist shall:

- Assure that all vacated units are cleaned out and secured immediately.
- Provide moving assistance for the elderly and disabled when requested as reasonable accommodation.
- Upon construction completion, Property Manager, architect, construction manager, EarthCraft staff, VHDA staff, USDA-RD and other necessary personnel will perform an inspection and create a joint punch list.

The Regional Manager shall:

- Certify families that qualify for relocation assistance.
- Continue follow-up counseling through individual needs assessment.
- Initiate eviction proceedings for households that do not comply with the requirements of the Relocation Plan and related notices and instructions received in implementation of the plan.
- Determine eligibility using Verification Forms for the Low-Income Housing Tax Credit programs. Document total income of each household unless verification is on file that is less than three months old. Income from employment, military pay, social services, social security, pension, workers compensation, unemployment, child support, alimony/spousal support, self-employment and cash contribution.
- Work with all eligible Residents to get their receipts for utility hook-ups. All requests for reimbursement should be submitted within 45 days of the move. Residents should expect their check within 30 days.
- Receive a scope of work and become familiar with the scope to better answer residents questions.

EXHIBITS

ONE UNIVERSITY FAMILY, LLC

_____, 20____

Resident of Robinson Square Apartments (to be renamed as One University Family)

Re: Notice of Intent to Acquire, General Information Notice, and 120-Day Notice

Dear _____,

This letter is a follow-up to the newsletters and resident meetings in which you were notified that we are planning upcoming renovations to your home. One University Family, LLC intends to redevelop the property you currently occupy at Robinson Square Apartments. One University Family, LLC has applied for Low Income Housing Tax Credits and a construction loan and a mortgage loan from _____ to complete the redevelopment. The redevelopment will include 120 new affordable apartment homes with new interior and outdoor amenities including a fitness center, club room, outdoor seating, grilling, and a playground.

You will need to permanently move to another unit. The earliest anyone will be required to move is _____. Relocation staff will contact you to coordinate the planned moving date. Therefore, we urge you not to move at this time. However if you have already submitted a notice to move or have received a lease termination notice, you will **not** be eligible for relocation assistance. If you have received a 21-30 Day Notice of Lease Violation and Potential Lease Termination you may not be eligible for relocation assistance. If you do elect to move for reasons of your choice, you will **not** be eligible nor be provided relocation assistance. With the above exceptions, stay where you are. To maintain your eligibility, you must continue to pay your usual rent and otherwise comply with the standard lease terms and conditions.

Please note: (i) you will be reimbursed for all reasonable moving expenses and reasonable related costs such as transfer fees for utility hook-ups and other related expenses in accordance with the Relocation Plan a copy of which is located in the FCRHA office; (ii) you will receive relocation advisory services in accordance with the Relocation Plan, and (iii) you will receive written notice at least 30 days before the date when you must move stating (1) the specific date by which you are required to move, (2) the unit to which you will be relocated, (3) if applicable, the date on which the move-in inspection will be completed, and (4) if applicable, the date that you will receive keys to your unit. **You will not have to move earlier than 30 days after a comparable replacement dwelling is made available to you.**

After the redevelopment of the property, you may then choose whether or not to move back to One University (unless you are no longer eligible). If your income makes you ineligible to remain in the completed project, under the new federal funding restrictions, we will move you to a comparable unit that meets your household needs and that complies with decent, safe and sanitary standards.

Your rent will remain the same until your lease renewal at which time you will need to be re-certified and your rent will be determined in accordance with VHDA requirements.

Please be advised that you should continue to pay your rent and meet any other obligations as specified in your lease agreement. Failure to do so may be cause for eviction.

As we continue with this project, you can rest assured that we will make every effort to accommodate your needs. You will be protected by the United States Department of Housing and Urban Development's (HUD) Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, as applicable. This assistance is more fully explained in the attached brochure, "Relocation Assistance to Tenants Displaced From Their Homes". Please review the attached Virginia Housing and Development Authority's (VHDA) "Relocation Assistance Guidelines." Please notice that some of the information related to purchasing a home and permanent relocation does not apply to this specific relocation situation. The information in the notices covers all types of relocation.

We cannot require you to move unless we make at least one comparable replacement dwelling available to you. You have the right to appeal if you believe that we did not properly evaluate your application for assistance.

NOTE: Pursuant to Public Law 105-117, aliens not lawfully present in the United States are not eligible for relocation assistance, unless such ineligibility would result in exceptional and extremely unusual hardship to a qualifying spouse, parent, or child. All persons seeking URA relocation assistance will be required to certify that they are a United States citizen or national, or an alien lawfully present in the United States.

Caution:

Please remember, you must contact us before making any moving plans. We want to help you obtain all relocation benefits you qualify for. Additionally, we will make reasonable accommodations for persons with disabilities and provide language assistance for persons with limited English proficiency. Please let us know if you need auxiliary aides, written translation, oral interpretation, or other assistance in order to fully participate in the relocation process.

This notice does not establish your eligibility for relocation payments or assistance at this time. If the proposed project does not proceed, or if we determine that the project will not displace you, we will notify you of that in writing.

Again, please do not move out before you receive definite guidance from us about your eligibility or ineligibility for relocation benefits. We will do everything we can to respect your rights under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, as applicable.

Please retain this letter for your records. We will contact you soon about relocation eligibility. If you have any questions about this notice or the proposed project, please contact our representative:

Sincerely,

Vice President

I _____, have received this Notice of Relocation.
(print name)

Resident Signature Date

Staff Witness Date

ONE UNIVERSITY FAMILY, LLC

_____, 20__

Resident of Robinson Square Apartments

Re: **30-Day Notice to Move**; By required move date

Permanent Relocation

Dear name of tenant,

On _____, 20__ we sent you a letter regarding Notice of Intent to Acquire, General Information Notice and 120-Day Notice for the acquisition and renovation of Robinson Square Apartments by One University Family, LLC. Virginia Housing and Development Authority (VHDA) has approved the project and the funding for it.

We have determined that you will need to permanently relocate to another apartment.

You must move from your current unit by _____.

We have identified the following comparable apartment for you:_____. Your rent will remain the same as it was for your original unit until the time of lease renewal. Please contact us immediately if you believe this unit does not compare reasonably to your current home. We can explain our basis for selecting this dwelling as most representative of your current home and discuss your concerns.

If you disagree with your designation as a displaced person, the estimated amount of relocation assistance, or the comparability of the representative replacement dwelling you may file an administrative appeal to VHDA. We will provide contact information for the appeal to VHDA. For low-income persons and those unable to prepare a written appeal, or who require assistance in preparing an appeal, we shall provide such assistance and/or refer you to an appropriate third party who will provide such assistance at no cost to you.

In order to help you protect your rights and benefits in the relocation process, we will reasonably accommodate persons with disabilities and provide language assistance for persons with limited English proficiency. Please tell our representative if you need auxiliary aides, written translation, oral interpretation, or other assistance in order to fully participate in the relocation process.

If you have any questions about this letter or your eligibility for relocation assistance and payments, please contact relocation coordinator, [name], [title], at [phone], [address] before you make any moving plans. He/she will assist you with your move to a new home and help ensure that you preserve your eligibility for all relocation payments to which the law may entitle you.

NOTE: Pursuant to Public Law 105-117, aliens not lawfully present in the United States are not eligible for relocation assistance under the Uniform Relocation Action, unless such ineligibility would result in exceptional hardship to a qualifying spouse, parent, or child. All persons seeking relocation assistance will be required to certify that they are a United States citizen or national, or an alien lawfully present in the United States.

If you have any questions about this letter or your eligibility for relocation assistance and payments, please contact relocation counselor, [name], [title], at [phone], [address] before you make any moving plans. He/she will assist you with your move to a new home and help ensure that you preserve your eligibility for all relocation payments to which the law may entitle you.

Sincerely,

(Name and title)

Tenant Affidavit: I acknowledge and understand the contents of this letter.

Signature of Tenant

Unit Number

Date Signed

K

Documentation of
Development Location



PLANNERS
ENGINEERS
LANDSCAPE
ARCHITECTS
LAND
SURVEYORS

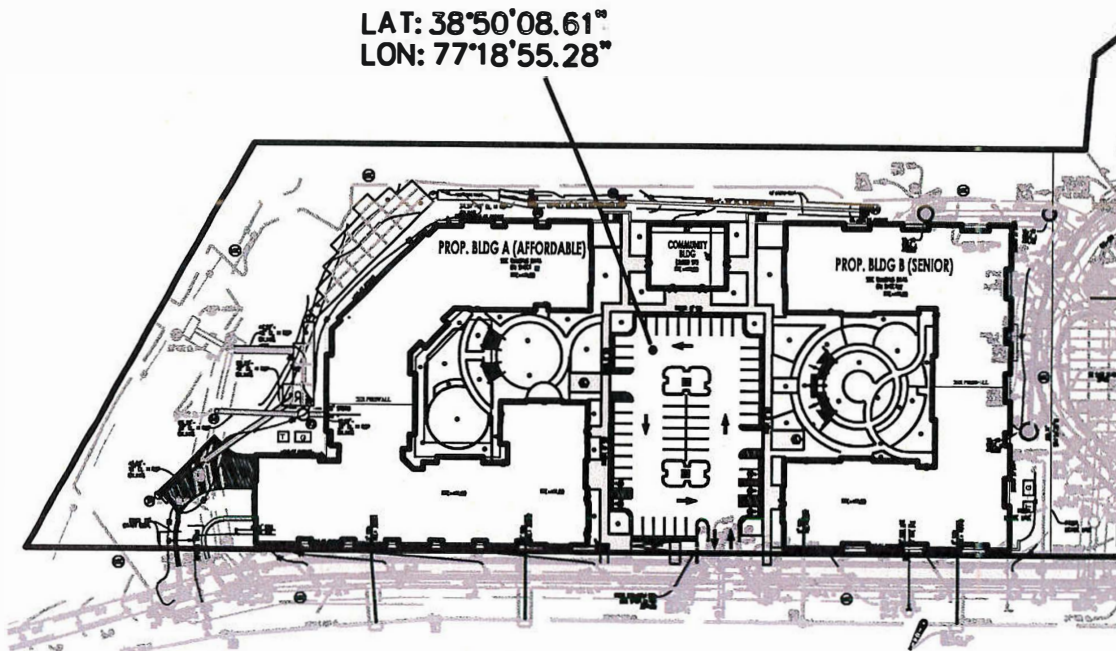
March 2, 2020

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

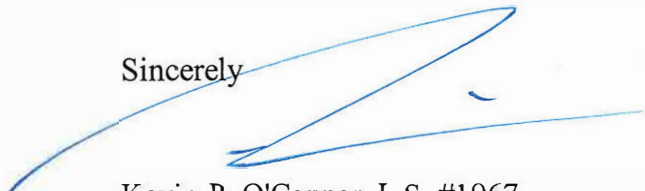
Re: One University Latitude and Longitude

To Whom it may Concern:

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



Sincerely


Kevin P. O'Connor, L.S. #1967
Associate

K.1

Revitalization Area
Certification

**RESOLUTION OF BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA
DESIGNATING THE ONE UNIVERSITY PROPERTY A REVITALIZATION AREA
PURSUANT TO VIRGINIA CODE § 36-55.30:2**

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

WHEREAS, pursuant to the provisions of the Public-Private Education Facilities and Infrastructure Act of 2002, as amended, One University Development Partners, LLC (the “Developer”) has proposed to develop approximately 240 affordable multi-family and senior housing units (the “Development”) on a site in the Braddock District as described on the attached Exhibit A (the “Development Site”).

WHEREAS, 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 120-unit portion of the proposed Development.

WHEREAS, 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.

WHEREAS, 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.


WHEREAS, 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.

ADOPTED this 19th day of November 2019.

A Copy – Teste:



Jill G. Cooper

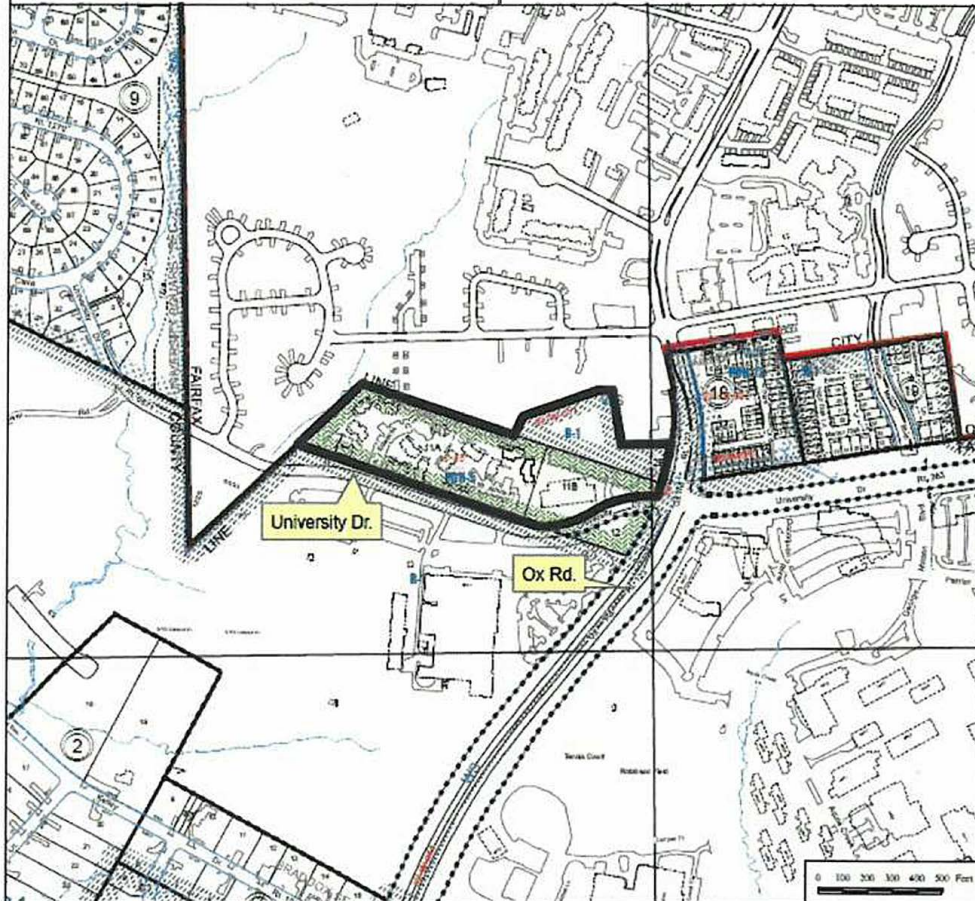
Clerk for the Board of Supervisors

Exhibit A

Development Site

The One University Property is located in a 10.84-acre site on the west side of Ox Road, (Tax Map Parcels 57-3 ((1)) 11A & 11B; 57-4 ((1)) 2B) in the Braddock Magisterial District.

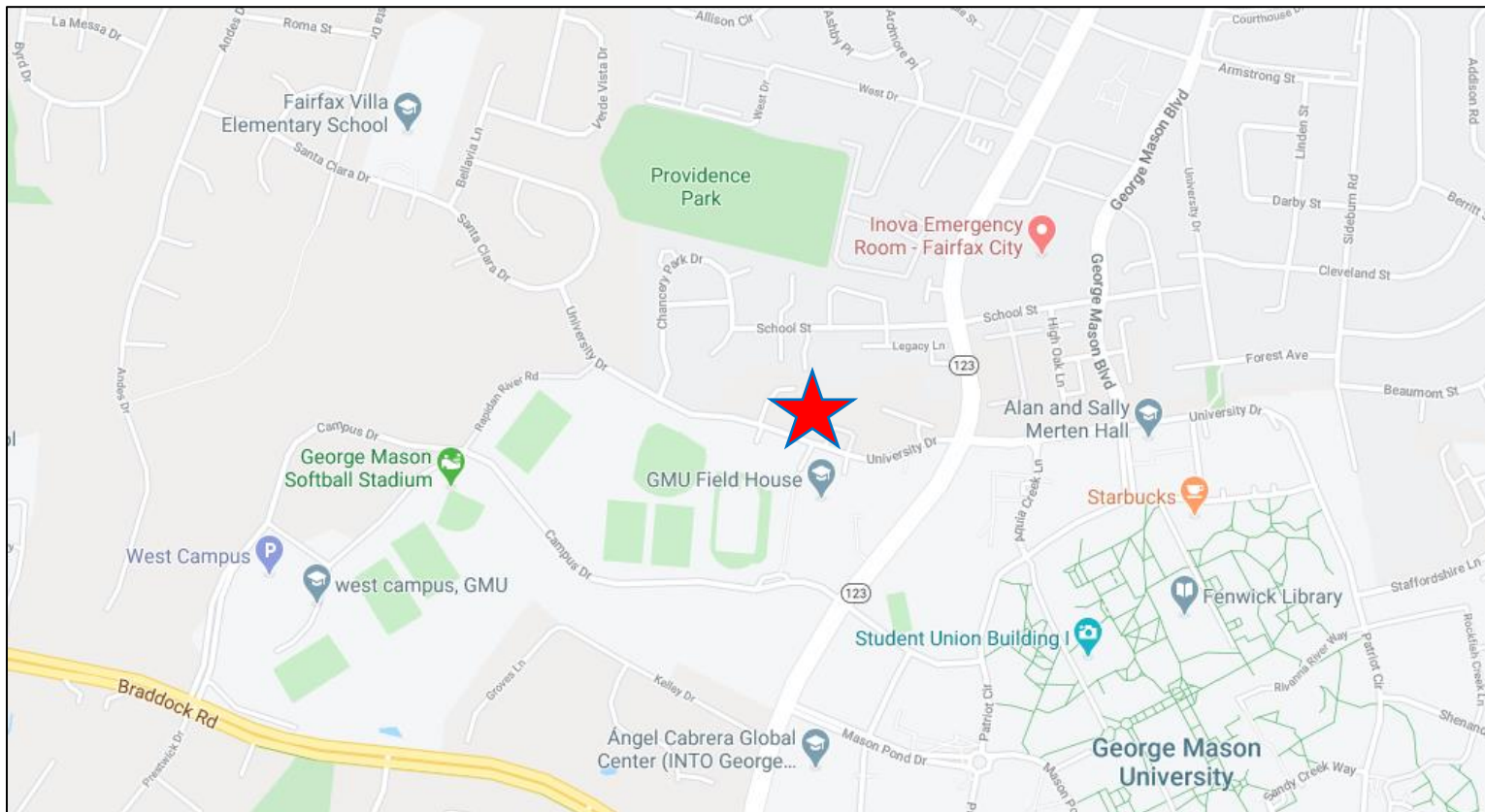
Rezoning Application RZ 2018-BR-025		Final Development Plan FDP 2018-BR-025	
Applicant:	ONE UNIVERSITY DEVELOPMENT PARTNERS, LLC	Applicant:	ONE UNIVERSITY DEVELOPMENT PARTNERS, LLC
Accepted:	11/16/2018	Accepted:	11/16/2018
Proposed:	RESIDENTIAL	Proposed:	RESIDENTIAL
Area:	10.84 AC; DISTRICT - BRADDOCK	Area:	10.84 AC; DISTRICT - BRADDOCK
Zoning Dist Sect:		Zoning Dist Sect:	
Located:	NORTH SIDE OF UNIVERSITY DRIVE AND WEST SIDE OF OX ROAD	Located:	NORTH SIDE OF UNIVERSITY DRIVE AND WEST SIDE OF OX ROAD
Zoning:	FROM PDH- 5 TO PRM, FROM R- 1 TO PRM	Zoning:	PRM
Overlay Dist:	NEX WS	Overlay Dist:	NEX WS
Map Ref Num:	057-3- /01/ /0011A /01/ /0011B 057-4- /01/ /0002B	Map Ref Num:	057-3- /01/ /0011A /01/ /0011B 057-4- /01/ /0002B



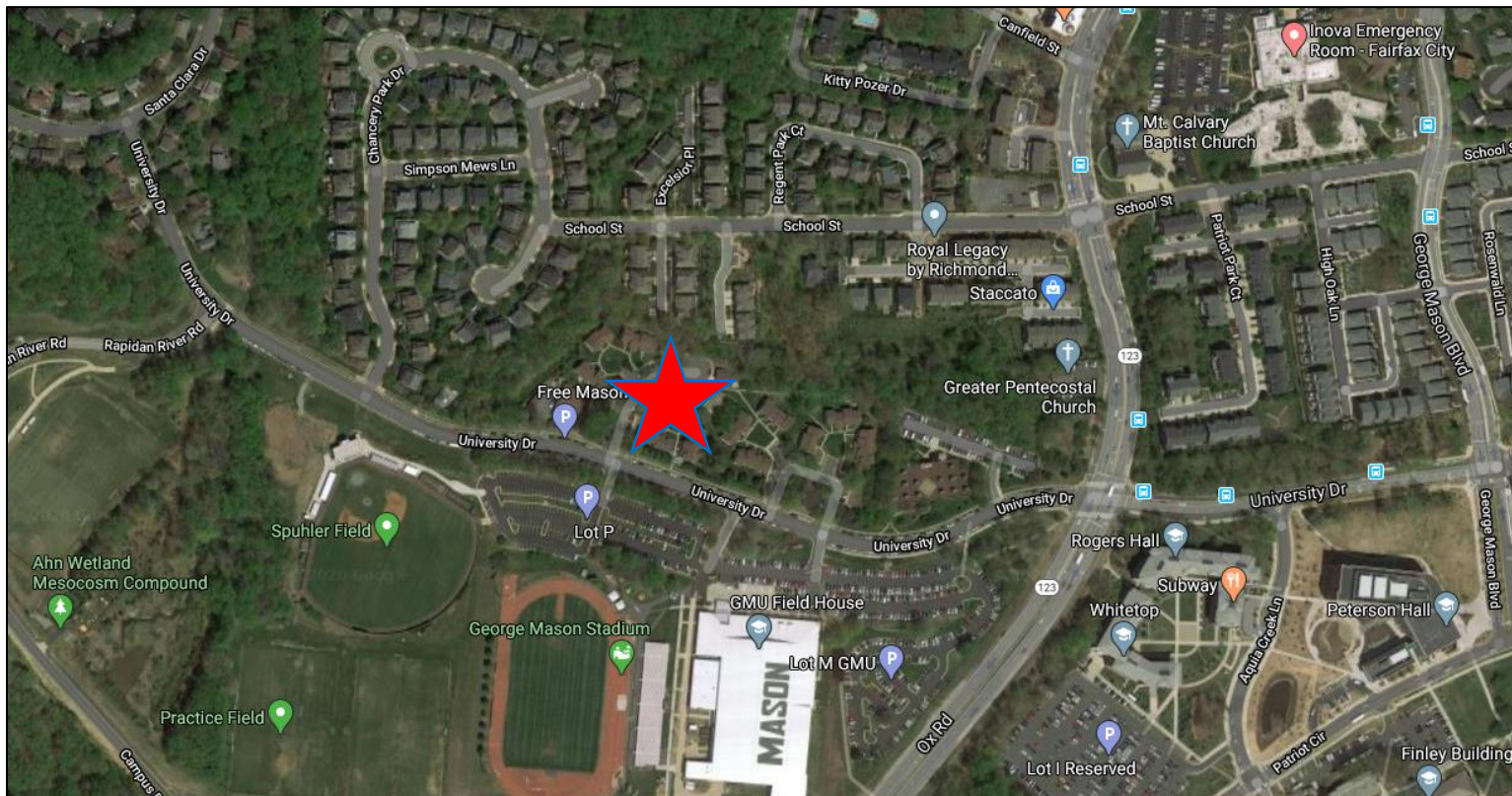
K.2

Location Map

Tab K.2 Location Map



Tab K.2 Location Map



K.3

Surveyor's Certification of
Proximity to Public
Transportation



urbanTM

PLANNERS
ENGINEERS
LANDSCAPE
ARCHITECTS
LAND
SURVEYORS

Surveyor's Certification of Proximity to Transportation

Date: 03/03/2020

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

RE: 2020 Tax Credit Reservation Request
Name of Development: One University Family
Name of Owner: One University Family, LLC

Gentleman:

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.

Urban, Ltd.
Firm Name

By: 

Its: Principal
Title



L

PHA/Section 8 Notification
Letter



PHA or Section 8 Notification Letter

Development Name: One University Family

Tracking #: 2020-C-14

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

General Instructions

1. Because of conflicting program requirements regarding waiting list procedures, this letter is not applicable to those developments that have project based Section 8 or project based vouchers.
2. This PHA or Section 8 Notification letter must be included with the application.
3. 'Development Address' should correspond to I.A.2 on page 1 of the Application.
4. 'Proposed Improvements' should correspond with I.B & D and III.A of the Application.
5. 'Proposed Rents' should correspond with VII.C of the Application.
6. 'Other Descriptive Information' should correspond with information in the application.

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

PHA or Section 8 Notification Letter

DATE: 03/10/2020

TO: Mr. Thomas Fleetwood
Director, Fairfax County Housing & Redevelopment
3700 Pender Avenue, Fairfax, VA 22031

RE: PROPOSED AFFORDABLE HOUSING DEVELOPMENT

Name of Development: One University Family

Name of Owner: One University Family, LLC

I would like to take this opportunity to notify you of a proposed affordable housing development to be completed in your jurisdiction. We are in the process of applying for federal low-income housing tax credits from the Virginia Housing Development Authority (VHDA). We expect to make a representation in that application that we will give leasing preference to households on the local PHA or Section 8 waiting list. Units are expected to be completed and available for occupancy beginning on December 1, 2023 (date).

The following is a brief description of the proposed development:

Development Address:
10700 Saint Johns Place, Fairfax, VA 22030

Proposed Improvements:

<input checked="" type="checkbox"/> New Constr.:	<u>120</u>	# units	<u>1</u>	# Bldgs
<input type="checkbox"/> Adaptive Reuse:	<u> </u>	# units	<u> </u>	# Bldgs
<input type="checkbox"/> Rehabilitation:	<u> </u>	# units	<u> </u>	# Bldgs

Proposed Rents:

<input checked="" type="checkbox"/> Efficiencies:	\$ <u>1,275</u>	/ month
<input checked="" type="checkbox"/> 1 Bedroom Units:	\$ <u>694 - 1,365</u>	/ month
<input checked="" type="checkbox"/> 2 Bedroom Units:	\$ <u>819 - 1,665</u>	/ month
<input checked="" type="checkbox"/> 3 Bedroom Units:	\$ <u>1,008</u>	/ month
<input checked="" type="checkbox"/> 4 Bedroom Units:	\$ <u>1,260</u>	/ month

Other Descriptive Information:

One University Family is an 120-unit affordable housing community that is being financed with 9% Low Income Housing Tax Credits (LIHTCs). The development also includes the construction of office space for the Fairfax County Redevelopment and Housing Authority (FCRHA).

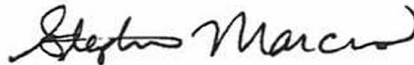
PHA or Section 8 Notification Letter

We appreciate your assistance with identifying qualified tenants.

If you have any questions about the proposed development, please call me at 703-942-6610.

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

Sincerely yours,



Stephanie Marcus

Name

Vice President

Title

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

Seen and Acknowledged By:  _____

Printed Name: **Thomas Fleetwood** _____

Title: **Assistant Secretary** _____

Phone: 703-246-5105 _____

Date: 3/10/2020 _____

M

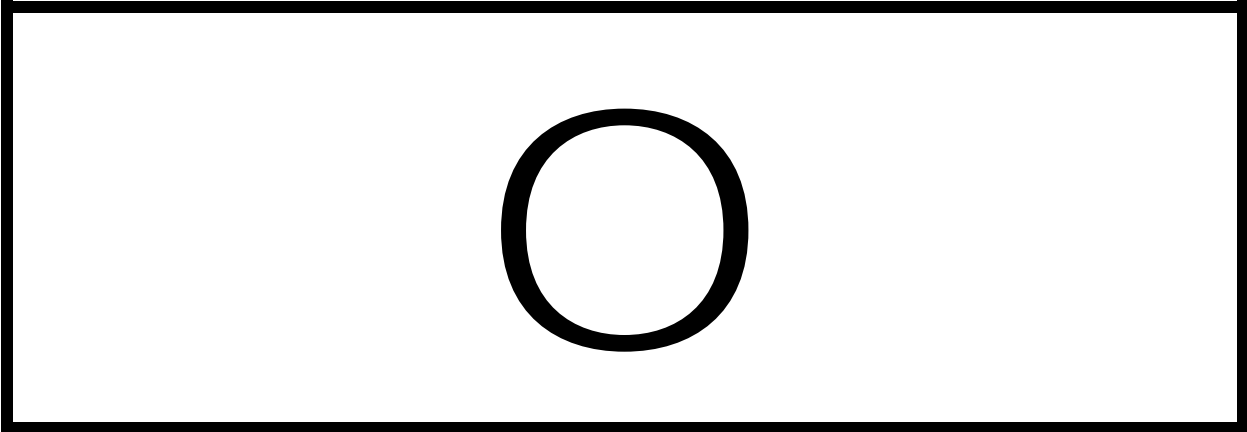
Locality CEO Response
Letter

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
ONE UNIVERSITY FAMILY, LLC and
ONE UNIVERSITY FAMILY 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 One University Family.

Owner:

One University Family, 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 March 11, 2020.

[signature pages follow]

[Signature page to Written Consent]

The foregoing resolutions are adopted:


On behalf of **One University Family, LLC**, a Virginia limited liability company, by its managing member:

One University Family 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 **One University Family 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

WAIVER OF NOTICE
AND
UNANIMOUS WRITTEN CONSENT IN LIEU OF
A SPECIAL MEETING
OF THE BOARD OF DIRECTORS
OF
SCG CAPITAL CORP.
(One University Family)

March 11, 2020

Preliminary Statement

THE UNDERSIGNED, being the Board of Directors of SCG Capital Corp., (the "Corporation"), hereby certify that the Corporation is organized and existing as a Delaware corporation under and by virtue of the laws of the State of Delaware with its principal office at 100 Corporate Place, Suite 404, Peabody, Massachusetts 01960.

WHEREAS, the Corporation is governed by By-Laws adopted May 24, 2007;

WHEREAS, One University Family, LLC, a Virginia limited liability company ("Company"), pursuant to that certain Option to Lease (Affordable Housing – Family) (the "Option" and, together with any requisite deeds of lease, easement agreements, license agreements, or other documents the "Property Documents"), with Fairfax County Redevelopment and Housing Authority, a subdivision of the Commonwealth of Virginia ("FCRHA"), granting the Company the option to acquire a leasehold interest in certain real property located in Fairfax, Virginia;

WHEREAS, the Company is governed by that certain Operating Agreement dated as of March 10, 2020 (the "Operating Agreement");

WHEREAS, One University Family Managing Member LLC ("OMM") is the managing member of the Company;

WHEREAS, SCG Development Partners, LLC, a Delaware limited liability company ("SCGDP") is the managing member of OMM;

WHEREAS, SCG Development Manager, LLC ("SCGDM") is the managing member of SCGDP;

WHEREAS, the Corporation is the sole member of SCGDM;

WHEREAS, the SCGDP shall also act as the developer of the Project (the "Developer");

WHEREAS, SCGDM will be the managing member of the Developer;

WHEREAS, it is anticipated that the Company will receive construction and/or permanent loans to finance the acquisition, construction and operation of the Project all in

connection with the development and construction of an affordable housing complex, including associated buildings and facilities located in Fairfax County, Virginia (the "Project");

WHEREAS, it is anticipated that the Project will benefit from low-income housing tax credits (the "Tax Credits") available under federal income tax laws and allocated to the Company by the Virginia Housing Development Authority ("VHDA");

WHEREAS, in connection with the financing of the Project, the Company will enter into an amended and restated operating agreement, completion guaranty, development agreement, and other any and all other documents related to the Tax Credits (the "Tax Credit Documents") in connection with capital contributions to the Company from a to be identified investor (the "Tax Credit Investor");

WHEREAS, SCGDP will provide site performance bonds for the benefit of the Board of Supervisors of Fairfax County, Virginia (the "Public Improvement Bonds") in such form and substance as the officers of the Corporation shall determine to be necessary and advisable;

WHEREAS, SCGDP will enter into a Completion Guaranty with respect to the Project in favor of Fairfax County, Virginia (the "Completion Guaranty") in such form and substance as the officers of the Corporation shall determine to be necessary and advisable;

WHEREAS, the Company will execute certain condominium documents with respect to the development of the Project, including a condominium declaration, master deed, condominium association agreement, declaration of covenants, conditions, restrictions and easements (the "Condominium Documents");


In lieu of a special meeting of the Board of Directors of the Corporation, the undersigned, being all of the Directors of the Corporation, do hereby waive all notice whatsoever of a special meeting of the Board of Directors and adopt the following Resolutions by written consent:

1. The Corporation is authorized to serve as the sole member of SCGDM, SCGDM is authorized to serve as the managing member of SCGDP, SCGDP is authorized to serve as the managing member OMM, OMM is authorized to serve as the managing member of the Company, and SCGDM is authorized to serve as the managing member of the Developer. The Corporation is further authorized, in such capacity, to take (or cause SCGDM, SCGDP, OMM, and the Company to take) all actions and execute and deliver (or cause SCGDM, SCGDP, OMM, and Company to execute and deliver) all agreements necessary or desirable to consummate the above described transactions, including without limitation, the Property Documents, the Tax Credit Documents, the Public Improvement Bonds, the Completion Guaranty, the Condominium Documents, and the documents identified on Exhibit A hereto, on terms and conditions acceptable to SCGDM, SCGDP, OMM, and Company, which it determines in its sole discretion are necessary or appropriate in connection therewith.
2. The Corporation's officers are hereby authorized and directed to cause the Corporation to take (or cause SCGDM, SCGDP, OMM, and Company to take) any and all actions to carry out the purpose and intent of the foregoing Resolutions,

including, without limitation, all filings with governmental authorities that the Corporation's officers, in their discretion, deem necessary or appropriate, and to negotiate, execute, and deliver all documents, instruments, and agreements as the Corporation's officers, in their discretion, deem necessary or appropriate to carry out the intent and purpose of the foregoing Resolutions on behalf of the Corporation.

3. The Corporation is authorized to certify these Resolutions to any party including, without limitation, VHDA, and the Investor.
4. All acts and deeds heretofore done by the Corporation's officers for or on behalf of the Corporation, SCGDM, SCGDP, OMM, and Company, in connection with the subject matter of the foregoing Resolutions or any other matter are hereby ratified, confirmed, and approved in all respects.
5. Unless otherwise required by law, the signature of either the Chief Executive Officer or the President – Virginia Office of the Corporation on any and all documents, and the actions by either the Chief Executive Officer or the President – Virginia Office of the Corporation on any matter related to the transactions contemplated by the foregoing Resolutions shall be sufficient to bind the Corporation with respect to such actions and documents, the action, signature, or attestation of any other person shall not be necessary, and, if such action, signature, or attestation of any other person is desired, the action, signature, or attestation of either the Secretary or the Assistant Secretary of the Corporation shall be sufficient.

The following are specimen signatures of the authorized officers of the corporation:

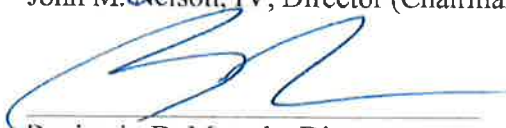
<u>Name</u>	<u>Title</u>	<u>Signature</u>
John M. Nelson, IV	Chief Executive Officer	
Stephen P. Wilson	President – Virginia Office	

(Signatures follow on the next page)

The foregoing Resolutions have not been amended, modified, or rescinded and remain in full force and effect.

Dated: March 11, 2020



John M. Nelson, IV, Director (Chairman)

Benjamin D. Mottola, Director

Stephen P. Wilson, Director

Kyle F. Wolff, Director

Exhibit A

- I. Partnership and Investor Capital Documents:
 - a. Amended and Restated Agreement of Limited Partnership;
 - b. Investment Agreement;
 - c. Completion and Repurchase Guarantee Agreement;
 - d. Tax Credit Guarantee Agreement;
 - e. Development Services Agreement;
 - f. Closing Certificate;
 - g. Partnership Management Agreement;
 - h. Continuing Guarantee; and
 - i. Others as Necessary.
- II. Project Documents:
 - a. Construction Contract;
 - b. Architect's Contract; and
 - c. Others as Necessary.
- III. Mortgage Loan Documents:
 - a. Construction Loan Documents:
 - i. Construction Note; and
 - ii. Others as Necessary.
 - b. Permanent Loan Documents:
 - i. Permanent Note; and
 - ii. Others as Necessary.
- IV. Tax Credit Documents:
 - a. Low-Income Housing Tax Credit Application for Reservation;
 - b. Tax Credit Reservation Letter;
 - c. Tax Credit Covenant; and
 - d. Others as Necessary.
- V. Phase I Property Documents:
 - a. Ground Lease;
 - b. Notice of Ground Lease;
 - c. Easement Agreements; and

- d. Others as Necessary.
- VI. Public Improvement Bonds
 - a. Documents as Necessary
- VII. Completion Guaranty
 - a. Documents as Necessary
- VIII. Condominium Documents
 - a. Condominium Documents; and
 - b. Others as Necessary.

Q

Documentation of Rental
Assistance



FAIRFAX COUNTY

FAIRFAX COUNTY REDEVELOPMENT AND HOUSING AUTHORITY

3700 Pender Drive, Suite 300
Fairfax, Virginia 22030-7444

V I R G I N I A

Telephone: (703) 246-5000 ♦ Fax: (703) 653-7130
TTY: 711

March 11, 2020

One University Family, LLC
c/o Stephen Wilson
8245 Boone Blvd
Suite 640
Tysons Corner, VA 22182

RE: PBV Commitment Letter

Dear Mr. Wilson:

The Fairfax County Redevelopment and Housing Authority (FCRHA) has made an award of five (5) federal project-based vouchers (PBV) to One University Family, LLC with a goal of providing new housing opportunities to serve households at or below 50 percent of the Area Median Income (AMI) or for such lower income households as may be required by the Virginia Housing Development Authority (VHDA).

As a Moving to Work public housing authority, the FCRHA was authorized in its FY017 MTW Plan to provide a commitment of project-based vouchers utilizing an alternative competitive process. One University Family, LLC was awarded funding under a competitive process – the *Notice of Receipt of an Unsolicited Proposal for a Public Private Partnership to Develop Affordable and Student Housing on the Site Known as One University (published October 10, 2017)* – and at its meeting on November 14, 2019 the FCRHA authorized a Housing Blueprint Loan to One University Family, LLC which was subsequently approved by the Board of Supervisors on November 19, 2019.

At least sixty (60) days prior to starting construction, the FCRHA must begin pre-construction reviews for U.S. Department of Housing and Urban Development (HUD) statutory requirements, including, without limitation, for subsidy layering, environmental reviews, and confirming no construction has commenced, as outlined in 24 CFR Part 983.153. Once these requirements are met, the FCRHA will enter into an Agreement to enter into a Housing Assistance Payments Contract (AHAP), with the developer. Upon completion of construction in compliance with the AHAP, the FCRHA will enter into a Project Based Voucher HAP Contract with the project owner.

If you have any questions, please contact me at 703-246-5134 or by email at Amy.Ginger@fairfaxcounty.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Amy Ginger", is written over a printed name and title.

Amy Ginger
Assistant Secretary



OFFICE OF PUBLIC AND INDIAN HOUSING
OFFICE OF HOUSING

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-8000

March 10, 2020

Amy Ginger
Deputy Director, Operations
Fairfax County Department of Housing and Community Development
3700 Pender Drive
Fairfax, VA 22030

Re: Robinson Square – One University Redevelopment
Fairfax County Redevelopment and Housing Authority
One University Family, LLC

Dear Ms. Ginger:

The Fairfax County Redevelopment and Housing Authority (“FCRHA”) has requested HUD consent to the redevelopment of a multifamily apartment complex currently known as Robinson Square. The Robinson Square property is currently encumbered by a Rental Assistance Demonstration (“RAD”) Use Agreement, dated as of October 31, 2017, and recorded in the Fairfax County Land Records at Book 25233, page 0204 (the “Use Agreement”). The Robinson Square property is the site of 46 existing RAD Section 8 Project Based Voucher (“PBV”) units.

The redevelopment plans would require the demolition of the existing 46 RAD PBV units and the subsequent new construction of approximately 570 units of housing to be located on the Robinson Square property and on an additional adjacent parcel not covered by the Use Agreement, all of which is proposed to be known as “One University.” The approximately 570 units would be constructed in three buildings, over multiple years. The first building would consist of a 120-unit multifamily development providing affordable housing to low-income family households (“Proposed One University Multifamily Building”) and is the subject of an anticipated low-income housing tax credit (“LIHTC”) application. This building is proposed to include 46 PBV units to replace all of the existing 46 Robinson Square RAD units, plus 74 additional affordable units, for a total of 120 units of affordable housing. FCRHA has requested certain consents and approvals from HUD in order to implement the One University development (collectively, the “Request”). The second building is anticipated to include approximately 120-units of affordable LIHTC housing for low-income senior households and the third building is anticipated to include approximately 330 units of student housing which would not be designated affordable or rent-assisted.

Confirmation of HUD Support

FCRHA has asserted, and HUD agrees, that the proposed redevelopment of Robinson Square pursuant to the One University plan is a unique opportunity to significantly increase the availability of affordable housing in a desirable area of Fairfax County and to provide student housing immediately adjacent to George Mason University. We recognize that One University represents a transformative affordable housing resource for the FCRHA and Fairfax County, and we are

supportive of this effort. The student housing is anticipated to relieve some of the pressure caused by student rentals on the stock and pricing of housing that would otherwise be available for the general population. This redevelopment is also the highest and best use of the site, as it represents an opportunity to increase density of housing in an area of Fairfax County which has the amenities and transportation options which can support such density. A key element of the One University plan is the replacement of the 46 PBV units, providing deeply rent-assisted housing under the Section 8 program to the same number of households. HUD further notes that the development commitments include relocation benefits, the opportunity for the current households to return to the newly constructed units, the opportunity to provide the same number of PBV units but with modern unit sizes and site amenities, and many other positive features as described in your counsel's correspondence and in our verbal discussions with you regarding the Request.

On the basis of these compelling facts, and as further described below, HUD specifically supports the LIHTC application for the Proposed One University Multifamily Building, as part of the One University redevelopment plan.

As part of the redevelopment plan, FCRHA proposes to reconfigure the unit mix within the 46 PBV units. The current Robinson Square RAD PBV units consist of 35 three-bedroom and 11 four-bedroom units. Through a letter from Kathie Soroka of Nixon Peabody LLC dated February 4, 2020, FCRHA has represented that reconfiguration of the unit mix within the 46 PBV replacement units is warranted because many of the households are currently over-housed pursuant to FCRHA's occupancy standards and because there is a need for a more diverse mix of unit sizes based on FCRHA's current waiting list and on FCRHA's recent leasing experience. HUD hereby approves the following unit mix for the replacement 46 PBV units within the Proposed One University Multifamily Building:

Eleven (11) one-bedroom or larger units,
Eleven (11) two-bedroom or larger units,
Twenty (20) three-bedroom or larger units, and
Four (4) four-bedroom or larger units.

Subsequent transaction-related approvals related to the redevelopment of the 46 PBV units and related to the Proposed One University Multifamily Building will rely on the approval of the unit mix communicated in this letter.

Further, as part of the financing of the redevelopment plan, FCRHA proposes to transfer a long-term ground lease interest to One University Family, LLC, as the property owner of the Proposed One University Multifamily Building; to modify the existing liens on the property and to establish new financing and regulatory liens on the property. HUD anticipates allowing such actions upon confirmation of the implementation commitments set forth below, in connection with the financial and real estate closing of the Proposed One University Multifamily Building.

Requirements for Implementation

The terms of the existing RAD Section 8 PBV Housing Assistance Payments ("HAP") contract and the Use Agreement require HUD to approve certain specific actions necessary to implement the planned redevelopment. (For example, the current Use Agreement requires HUD consent to any

transfer of ownership or new lien on the property.) Additionally, FCRHA and the developers (including the new owner entity) have also agreed to the following HUD conditions in order to move forward with the construction of the Proposed One University Multifamily Building. As such, HUD is supportive of the Proposed One University Multifamily Building and the replacement of the current RAD PBV units. HUD will provide any necessary consents and approvals based on the following commitments:

1. The residents shall have a right of return and continued tenant protections at the replacement project that are based on the RAD requirements. Relocation of current tenants of the 46 RAD units will be carried out at the FCHRA's or the developer's sole expense in full compliance with the Uniform Real Property Acquisition and Relocation Act (the "URA"). All residents residing at Robinson Square as of the finalization of the architectural plans for the Proposed One University Multifamily Building, which occurred on January 31, 2020, will be offered the right to return to the One University development following construction completion of the Proposed One University Multifamily Building. Current tenants of the 46 RAD units will be offered tenant-based vouchers by the FCRHA. Families that turn down the offer of a tenant-based voucher or are unable to lease a unit with the voucher will be offered relocation to nearby rent-assisted properties. As part of the implementation of this commitment, FCRHA and/or the developer must submit a relocation plan that is fully compliant with the URA and the RAD right of return requirements and FCRHA must demonstrate that all residents of the existing 46 RAD units will continue to receive any rental assistance for which they would be eligible in the absence of the redevelopment.
2. The construction of the replacement PBV units shall be subject to PBV requirements regarding new construction as set forth in 24 CFR § 983. As part of the implementation of this commitment, FCRHA must document in their files their compliance with the PBV site selection requirements and PHA self-certifications set forth at 24 CFR § 983.57, specifically the new construction site and neighborhood standards in 24 CFR § 983.57(e). No payments shall be provided during the period after the existing PBV units are vacated as a result of the redevelopment and before the completion, approval, and occupancy of the replacement PBV units.
3. The 46 replacement units shall be covered by a PBV HAP contract and use agreement that will replicate or preserve the features of a RAD PBV conversion project. The 46 replacement units must be covered by a PBV HAP contract and a use agreement pursuant to terms and conditions substantially similar to those currently in effect, as modified by any future change in statute or regulation which may govern such a PBV HAP contract. HUD will authorize the rental assistance to the 46 units under such terms and conditions and will specify how the RAD features will be effectuated in the replacement PBV project.
4. The ownership structure and financing shall be consistent with RAD and PBV ownership and financing requirements and redevelopment plans shall comply with standard applicable HUD due diligence requirements. To evidence compliance with this commitment, FCRHA and/or the developer must submit documentation evidencing acceptable financing and development plans, including environmental review documentation, for the Proposed One University Multifamily Building and consistent with the RAD and PBV program requirements regarding the qualifications of ownership entities.

5. FCRHA Plan Amendments and/or contract documentation. As previously discussed, if and as required by HUD in connection with any necessary consents and approvals, FCRHA will utilize Moving-to-Work (MTW) flexibilities in accordance with MTW demonstration requirements, including any necessary amendments to its MTW plan, and/or execute any required agreements or related documentation, in such form as acceptable to HUD.

HUD notes that FCRHA has made certain commitments regarding potential additional development of three-and four-bedroom units in a letter from Amy Ginger addressed jointly to the undersigned dated March 9, 2020, as part of this approval process. These commitments are referenced herein to ensure awareness by successor HUD and FCRHA staff. However, performance or non-performance of the commitments in such March 9, 2020 letter shall not affect HUD's approvals with respect to the Proposed One University Multifamily Building and any enforcement action to ensure compliance with the terms of such letter shall not affect the ability of FCRHA or its developer partners to proceed with the Proposed One University Multifamily Building.

Upon verification by HUD that FCRHA and/or the developer, as applicable, have met the commitments set forth in paragraphs 1-4, above, HUD will proceed to execute the necessary consents in connection with the proposed One University redevelopment.

We look forward to the progress of this transaction in accordance with the applicable HUD requirements. While HUD must verify compliance with these requirements and the above commitments, based on the information provided to us at this time, we do not see any actions necessary to the development of the Proposed One University Multifamily Building which are outside of the development team's capacity to implement. Please don't hesitate to contact one of us if you have any additional questions regarding this matter.

Sincerely,



Danielle Bastarache
Deputy Assistant Secretary
Office of Public Housing and Voucher Programs



Thomas R. Davis
Director
Office of Recapitalization

cc: Steven Durham, PIH
Michael Dennis, PIH
Sue Wilson, PIH
Will Lavy, Recap
Vickie Longosz, OGC
Hugh Lutz, OGC

**U.S. Department Of Housing and Urban Development
Office of Public and Indian Housing**

SECTION 8 PROJECT-BASED VOUCHER PROGRAM

**PBV HOUSING ASSISTANCE PAYMENTS CONTRACT
NEW CONSTRUCTION OR REHABILITATION**

PART 1 OF HAP CONTRACT

This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. Assurances of confidentiality are not provided under this collection.

1. CONTRACT INFORMATION

a. Parties

This housing assistance payments (HAP) contract is entered into between:

Fairfax County Redevelopment and Housing Authority (PHA) and

Fairfax County Redevelopment and Housing Authority, by FCRHA Housing Assistance Corporation, Its Authorized Agent (owner).

b. Contents of contract

The HAP contract consists of Part 1, Part 2 and the contract exhibits listed in paragraph c.

c. Contract exhibits

The HAP contract includes the following exhibits:

EXHIBIT A: TOTAL NUMBER OF UNITS IN PROJECT COVERED BY THIS HAP CONTRACT; INITIAL RENT TO OWNER; AND THE NUMBER AND DESCRIPTION OF THE CONTRACT UNITS. (See 24 CFR 983.203 for required items.) If this is a multi-stage project, this exhibit must include a description of the units in each completed phase.

**Project-based Voucher Program
HAP Contract for New Construction or Rehabilitation**

EXHIBIT B: SERVICES, MAINTENANCE AND EQUIPMENT TO BE PROVIDED BY THE OWNER WITHOUT CHARGES IN ADDITION TO RENT TO OWNER

EXHIBIT C: UTILITIES AVAILABLE IN THE CONTRACT UNITS, INCLUDING A LISTING OF UTILITY SERVICES TO BE PAID BY THE OWNER (WITHOUT CHARGES IN ADDITION TO RENT TO OWNER) AND UTILITIES TO BE PAID BY THE TENANTS

EXHIBIT D: FEATURES PROVIDED TO COMPLY WITH PROGRAM ACCESSIBILITY FEATURES OF SECTION 504 OF THE REHABILITATION ACT OF 1973

ADDITIONAL EXHIBITS - LABOR STANDARDS ADDENDUM; RAD HAP RIDER

d. Single-Stage and Multi-Stage Contracts (Check the applicable box.)

1. **Single-Stage Project**

This is a single-stage project.

For all contract units, the effective date of the HAP contract is:
December 1, 2017

The PHA enters the effective date, and executes the HAP contract, after completion and PHA acceptance of all units in the single stage project.

2. **Multi-Stage Project**

This is a multi-stage project. The units in each completed stage are designated in Exhibit A.

The PHA enters the effective date for each stage after completion and PHA acceptance of all units in that stage. The PHA enters the effective date for each stage in the "Execution of HAP contract for contract units completed in stages" (starting on page 8).

The annual anniversary date of the HAP contract for all contract units in this multi-stage project is the anniversary of the effective date of the HAP contract for the contract units included in the first stage. The expiration date of the HAP contract for all of the contract units completed in stages must be concurrent with the end of the HAP contract term for the units included in the first stage. (See 24 CFR 983.206(c).)

e. Term of the HAP contract

1. Beginning of Term

The PHA may not enter into a HAP contract for any contract unit until the PHA has determined that the unit complies with the housing quality standards. The term of the HAP contract for any unit begins on the effective date of the HAP contract.

2. Length of initial term

a. Subject to paragraph 2.b, the initial term of the HAP contract for any contract units is: 20 years

b. The initial term of the HAP contract for any unit may not be less than one year, nor more than fifteen years.

3. Extension of term

The PHA and owner may agree to enter into an extension of the HAP contract at the time of initial HAP contract execution or any time prior to expiration of the contract. Any extension, including the term of such extension, must be in accordance with HUD requirements.

A PHA must determine that any extension is appropriate to achieve long-term affordability of the housing or expand housing opportunities.

4. Requirement for sufficient appropriated funding

a. The length of the initial term and any extension term shall be subject to availability, as determined by HUD, or by the PHA in accordance with HUD requirements, of sufficient appropriated funding (budget authority), as provided in appropriations acts and in the PHA's annual contributions contract (ACC) with HUD, to make full payment of housing assistance payments due to the owner for any contract year in accordance with the HAP contract.

b. The availability of sufficient funding must be determined by HUD or by the PHA in accordance with HUD requirements. If it is determined that there may not be sufficient funding to continue housing assistance payments for all contract units and for the full term of the HAP contract, the PHA has the right to terminate the HAP contract by notice to the owner for all or any of the contract units. Such action by the PHA shall be implemented in accordance with HUD requirements.

f. Occupancy and payment

1. Payment for occupied unit

During the term of the HAP contract, the PHA shall make housing assistance payments to the owner for the months during which a contract unit is leased to and occupied by an eligible family. If an assisted family moves out of a contract unit, the owner may keep the housing assistance payment for the calendar month when the family moves out ("move-out month"). However, the owner may not keep the payment if the PHA determines that the vacancy is the owner's fault.

2. Vacancy payment

THE PHA HAS DISCRETION WHETHER TO INCLUDE THE VACANCY PAYMENT PROVISION (PARAGRAPH f.2), OR TO STRIKE THIS PROVISION FROM THE HAP CONTRACT FORM.

- a. If an assisted family moves out of a contract unit, the PHA may provide vacancy payments to the owner for a PHA-determined vacancy period extending from the beginning of the first calendar month after the move-out month for a period not exceeding two full months following the move-out month.
- b. The vacancy payment to the owner for each month of the maximum two-month period will be determined by the PHA, and cannot exceed the monthly rent to owner under the assisted lease, minus any portion of the rental payment received by the owner (including amounts available from the tenant's security deposit). Any vacancy payment may only cover the period the unit remains vacant.
- c. The PHA may only make vacancy payments to the owner if:
 1. The owner gives the PHA prompt, written notice certifying that the family has vacated the unit and the date when the family moved out (to the best of the owner's knowledge and belief);
 2. The owner certifies that the vacancy is not the fault of the owner and that the unit was vacant during the period for which payment is claimed;
 3. The owner certifies that it has taken every reasonable action to minimize the likelihood and length of vacancy; and

4. The owner provides any additional information required and requested by the PHA to verify that the owner is entitled to the vacancy payment.
- d. The PHA must take every reasonable action to minimize the likelihood and length of vacancy.
- e. The owner may refer families to the PHA, and recommend selection of such families from the PHA waiting list for occupancy of vacant units.
- f. The owner must submit a request for vacancy payments in the form and manner required by the PHA and must provide any information or substantiation required by the PHA to determine the amount of any vacancy payments.

3. PHA is not responsible for family damage or debt to owner

Except as provided in this paragraph f (Occupancy and Payment), the PHA will not make any other payment to the owner under the HAP contract. The PHA will not make any payment to owner for any damages to the unit, or for any other amounts owed by a family under the family's lease.

g. Income-mixing requirement

1. Except as provided in paragraphs g.2 and 3, the PHA will not make housing assistance payments under the HAP contract for more than 25 percent of the total number of dwelling units (assisted or unassisted) in any project. The term "project" means a single building, multiple contiguous buildings, or multiple buildings on contiguous parcels of land assisted under this HAP contract.
2. The limitation in paragraph g.1 does not apply to single-family buildings.
3. In referring eligible families to the owner for admission to the number of contract units in any project exceeding the 25 percent limitation under paragraph g.1, the PHA shall give preference to elderly or disabled families, or to families receiving supportive services, for the number of contract units designated for occupancy by such families. The owner shall rent the designated number of contract units to such families referred by the PHA from the PHA waiting list.
4. The PHA and owner must comply with all HUD requirements regarding income mixing.

5. The following specifies the number of contract units (if any):
- a. Designated for occupancy by disabled families;
 - b. Designated for occupancy by elderly families;
 - c. Designated for occupancy by elderly or disabled families; or
 - d. Designated for occupancy by families receiving supportive services.

Check this box if any contract units are designated for disabled families.

The following number of contract units shall be rented to disabled families: _____.

Check this box if any contract units are designated for elderly families.

The following number of contract units shall be rented to elderly families:

_____.

Check this box if any contract units are designated for elderly or disabled families.

The following number of contract units shall be rented to elderly or disabled families:

_____.

Check this box if any contract units are designated for families receiving supportive services.

The following number of contract units shall be rented to families

receiving supportive services: _____.

**Project-based Voucher Program
HAP Contract for New Construction or Rehabilitation**

EXECUTION OF HAP CONTRACT FOR SINGLE-STAGE PROJECT

PUBLIC HOUSING AGENCY (PHA)

Name of PHA (Print)

Fairfax County Redevelopment and Housing Authority

By:

Signature of authorized representative

Thomas Fleetwood, Deputy Executive Director and Assistant Secretary

Name and official title (Print)

Date

OWNER

Name of Owner (Print)

Fairfax County Redevelopment and Housing Authority, by FCRHA Housing Assistance Corporation, its Authorized Agent

By:

Signature of authorized representative

Name and title (Print)

Albert J. McAloon, Chairperson

Date

**Project-based Voucher Program
HAP Contract for New Construction or Rehabilitation**

Previous editions are obsolete

**HUD 52530A Page - 7 -
of Part 1
(04/2015)**

EXECUTION OF HAP CONTRACT FOR CONTRACT UNITS COMPLETED AND ACCEPTED IN STAGES

(For multi-stage projects, at acceptance of each stage, the PHA and the owner sign the HAP contract execution for the completed stage.)

STAGE NO. 1. The Contract is hereby executed for the contract units in this stage.
STAGE EFFECTIVE DATE. The effective date of the Contract for this stage is:
PUBLIC HOUSING AGENCY (PHA) Name of PHA (Print)
By: Signature of authorized representative
Name and official title (Print) Date
OWNER Name of Owner (Print)
By: Signature of authorized representative
Name and title (Print) Date

**Project-based Voucher Program
HAP Contract for New Construction or Rehabilitation**

Previous editions are obsolete

STAGE NO. 2. The Contract is hereby executed for the contract units in this stage.

STAGE EFFECTIVE DATE. The effective date of the Contract for this stage is:

PUBLIC HOUSING AGENCY (PHA)
Name of PHA (Print)

By:
Signature of authorized representative

Name and official title (Print)
Date

OWNER
Name of Owner (Print)

By:
Signature of authorized representative

Name and title (Print)
Date

**Project-based Voucher Program
HAP Contract for New Construction or Rehabilitation**

Previous editions are obsolete

**HUD 52530A Page - 9 -
of Part 1
(04/2015)**

<p>STAGE NO. 3. The Contract is hereby executed for the contract units in this stage.</p> <p>STAGE EFFECTIVE DATE. The effective date of the Contract for this stage is:</p>
<p>PUBLIC HOUSING AGENCY (PHA) Name of PHA (Print)</p>
<p>By: Signature of authorized representative</p>
<p>Name and official title (Print) Date</p>
<p>OWNER Name of Owner (Print)</p>
<p>By: Signature of authorized representative</p>
<p>Name and title (Print) Date</p>

**Project-based Voucher Program
HAP Contract for New Construction or Rehabilitation**

<p>STAGE NO. ___ The Contract is hereby executed for the contract units in this stage. STAGE EFFECTIVE DATE. The effective date of the Contract for this stage is:</p>
<p>PUBLIC HOUSING AGENCY (PHA) Name of PHA (Print)</p>
<p>By: Signature of authorized representative</p>
<p>Name and official title (Print) Date</p>
<p>OWNER Name of Owner (Print)</p>
<p>By: Signature of authorized representative</p>
<p>Name and title (Print)</p>
<p>Date</p>

**Project-based Voucher Program
HAP Contract for New Construction or Rehabilitation**

**U.S. Department Of Housing and Urban Development
Office of Public and Indian Housing**

SECTION 8 PROJECT-BASED VOUCHER PROGRAM

**PBV HOUSING ASSISTANCE PAYMENTS CONTRACT
NEW CONSTRUCTION OR REHABILITATION**

PART 2 OF HAP CONTRACT

This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. Assurances of confidentiality are not provided under this collection.

2. DEFINITIONS

Agreement. Agreement to enter into HAP Contract between the owner and the PHA. The HAP contract was entered into following new construction or rehabilitation of the contract units by the owner pursuant to an Agreement.

Contract units. The housing units covered by this HAP contract. The contract units are described in Exhibit A.

Family. The persons approved by the PHA to reside in a contract unit with assistance under the program.

HAP contract. This housing assistance payments contract between the PHA and the owner. The contract consists of Part 1, Part 2, and the contract exhibits (listed in section 1.c of the HAP contract).

Housing assistance payment. The monthly assistance payment by the PHA for a contract unit, which includes: (1) a payment to the owner for rent to the owner under the family's lease minus the tenant rent; and (2) an additional payment to or on behalf of the family if the utility allowance exceeds total tenant payment.

Household. The family and any PHA-approved live-in aide.

Housing quality standards (HQS). The HUD minimum quality standards for dwelling units occupied by families receiving project-based voucher program assistance.

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

HUD requirements. HUD requirements which apply to the project-based voucher program. HUD requirements are issued by HUD headquarters, as regulations, Federal Register notices or other binding program directives.

Newly constructed housing. Housing units that do not exist on the proposal selection date and are developed after the date of selection pursuant to an Agreement between the PHA and owner for use under the project-based voucher program.

Owner. Any person or entity who has the legal right to lease or sublease a unit to a participant.

Premises. The building or complex in which a contract unit is located, including common areas or grounds.

Principal or interested party. This term includes a management agent and other persons or entities participating in project management, and the officers and principal members, shareholders, investors, and other parties having a substantial interest in the HAP contract, or in any proceeds or benefits arising from the HAP contract.

Program. The project-based voucher program (see authorization for project-based assistance at 42 U.S.C. 1437f(o)(13)).

PHA. Public Housing Agency. The agency that has entered into the HAP contract with the owner. The agency is a public housing agency as defined in the United States Housing Act of 1937 (42 U.S.C. 1437a(b)(6)).

Proposal selection date. The date the PHA gives written notice of proposal selection to the owner whose proposal is selected in accordance with the criteria established in the PHA's administrative plan.

Rehabilitated housing. Housing units that exist on the proposal selection date, but do not substantially comply with the HQS at that date, and are developed, pursuant to an Agreement between the PHA and owner, for use under the project-based voucher program.

Rent to owner. The total monthly rent payable to the owner under the lease for a contract unit. Rent to owner includes payment for any housing services, maintenance and utilities to be provided by the owner in accordance with the lease.

Tenant. The person or persons (other than a live-in aide) who executes the lease as a lessee of the dwelling unit.

Tenant rent. The portion of the rent to owner payable by the family, as determined by the PHA in accordance with HUD requirements. The PHA is not responsible for paying any part of the tenant rent.

3. PURPOSE

- a. This is a HAP contract between the PHA and the owner.
- b. The purpose of the HAP contract is to provide housing assistance payments for eligible families who lease contract units that comply with the HUD HQS from the owner.
- c. The PHA must make housing assistance payments to the owner in accordance with the HAP contract for contract units leased and occupied by eligible families during the HAP contract term. HUD provides funds to the PHA to make housing assistance payments to owners for eligible families.

4. RENT TO OWNER; HOUSING ASSISTANCE PAYMENTS

a. Amount of initial rent to owner

The initial rent to owner for each contract unit is stated in Exhibit A, which is attached to and made a part of the HAP contract. At the beginning of the HAP contract term, and until rent to owner is adjusted in accordance with section 5 of the HAP contract, the rent to owner for each bedroom size (number of bedrooms) shall be the initial rent to owner amount listed in Exhibit A.

b. HUD rent requirements

Notwithstanding any other provision of the HAP contract, the rent to owner may in no event exceed the amount authorized in accordance with HUD requirements. The PHA has the right to reduce the rent to owner, at any time, to correct any errors in establishing or adjusting the rent to owner in accordance with HUD requirements. The PHA may recover any overpayment from the owner.

c. PHA payment to owner

1. Each month the PHA must make a housing assistance payment to the owner for a unit under lease to and occupied by an eligible family in

accordance with the HAP contract.

2. The monthly housing assistance payment to the owner for a contract unit is equal to the amount by which the rent to owner exceeds the tenant rent.
3. Payment of the tenant rent is the responsibility of the family. The PHA is not responsible for paying any part of the tenant rent, or for paying any other claim by the owner against a family. The PHA is only responsible for making housing assistance payments to the owner on behalf of a family in accordance with the HAP contract.
4. The owner will be paid the housing assistance payment under the HAP contract on or about the first day of the month for which payment is due, unless the owner and the PHA agree on a later date.
5. To receive housing assistance payments in accordance with the HAP contract, the owner must comply with all the provisions of the HAP contract. Unless the owner complies with all the provisions of the HAP contract, the owner does not have a right to receive housing assistance payments.
6. If the PHA determines that the owner is not entitled to the payment or any part of it, the PHA, in addition to other remedies, may deduct the amount of the overpayment from any amounts due the owner, including amounts due under any other housing assistance payments contract.
7. The owner will notify the PHA promptly of any change of circumstances that would affect the amount of the monthly housing assistance payment, and will return any payment that does not conform to the changed circumstances.

d. Termination of assistance for family

The PHA may terminate housing assistance for a family under the HAP contract in accordance with HUD requirements. The PHA must notify the owner in writing of its decision to terminate housing assistance for the family in such case.

5. ADJUSTMENT OF RENT TO OWNER

a. PHA determination of adjusted rent

1. At each annual anniversary during the term of the HAP contract, the PHA

shall adjust the amount of rent to owner, upon request to the PHA by the owner, in accordance with law and HUD requirements. In addition, the PHA shall adjust the rent to owner when there is a five percent or greater decrease in the published, applicable Fair Market Rent in accordance with 24 CFR 983.302.

2. The adjustment of rent to owner shall always be determined in accordance with all HUD requirements. The amount of the rent to owner may be adjusted up or down, in the amount defined by the PHA in accordance with HUD requirements.

b. Reasonable rent

The rent to owner for each contract unit, as adjusted by the PHA in accordance with 24 CFR 983.303, may at no time exceed the reasonable rent charged for comparable units in the private unassisted market. The reasonable rent shall be determined by the PHA in accordance with HUD requirements.

c. No special adjustments

The PHA will not make any special adjustments of the rent to owner.

d. Owner compliance with HAP contract

The PHA shall not approve, and the owner shall not receive, any increase of rent to owner unless all contract units are in accordance with the HQS, and the owner has complied with the terms of the assisted leases and the HAP contract.

e. Notice of rent adjustment

Rent to owner shall be adjusted by written notice by the PHA to the owner in accordance with this section. Such notice constitutes an amendment of the rents specified in Exhibit A.

6. OWNER RESPONSIBILITY

The owner is responsible for:

- a. Performing all management and rental functions for the contract units.
- b. Maintaining the units in accordance with HQS.

- c. Complying with equal opportunity requirements.
- d. Enforcing tenant obligations under the lease.
- e. Paying for utilities and housing services (unless paid by the family under the lease).
- f. Collecting from the tenant:
 - 1. Any security deposit;
 - 2. The tenant rent; and
 - 3. Any charge for unit damage by the family.

7. OWNER CERTIFICATION

The owner certifies that at all times during the term of the HAP contract:

- a. All contract units are in good and tenantable condition. The owner is maintaining the premises and all contract units in accordance with the HQS.
- b. The owner is providing all the services, maintenance and utilities as agreed to under the HAP contract and the leases with assisted families.
- c. Each contract unit for which the owner is receiving housing assistance payments is leased to an eligible family referred by the PHA, and the lease is in accordance with the HAP contract and HUD requirements.
- d. To the best of the owner's knowledge, the members of the family reside in each contract unit for which the owner is receiving housing assistance payments, and the unit is the family's only residence.
- e. The owner (including a principal or other interested party) is not the parent, child, grandparent, grandchild, sister, or brother of any member of a family residing in a contract unit.
- f. The amount of the housing assistance payment is the correct amount due under the HAP contract.
- g. The rent to owner for each contract unit does not exceed rents charged by the owner for other comparable unassisted units.

- h. Except for the housing assistance payment and the tenant rent as provided under the HAP contract, the owner has not received and will not receive any payments or other consideration (from the family, the PHA, HUD, or any other public or private source) for rental of the contract unit.
- i. The family does not own, or have any interest in the contract unit. If the owner is a cooperative, the family may be a member of the cooperative.

8. CONDITION OF UNITS

a. Owner maintenance and operation

The owner must maintain and operate the contract units and premises to provide decent, safe and sanitary housing in accordance with the HQS, including performance of ordinary and extraordinary maintenance. The owner must provide all the services, maintenance and utilities set forth in Exhibits B and C, and in the lease with each assisted family.

b. PHA inspections

1. The PHA must inspect each contract unit before execution of the HAP contract. The PHA may not enter into a HAP contract covering a unit until the unit fully complies with the HQS.
2. Before providing assistance to a new family in a contract unit, the PHA must inspect the unit. The PHA may not provide assistance on behalf of the family until the unit fully complies with the HQS.
3. At least annually during the term of the HAP contract, the PHA must inspect a random sample, consisting of at least 20 percent of the contract units in each building, to determine if the contract units and the premises are maintained in accordance with the HQS. Turnover inspections pursuant to paragraph 2 of this section are not counted towards meeting this annual inspection requirement.
4. If more than 20 percent of the annual sample of inspected contract units in a building fail the initial inspection, the PHA must reinspect 100 percent of the contract units in the building.
5. The PHA must inspect contract units whenever needed to determine that the contract units comply with the HQS and that the owner is providing

maintenance, utilities, and other services in accordance with the HAP contract. The PHA must take into account complaints and any other information that comes to its attention in scheduling inspections.

c. Violation of the housing quality standards

1. If the PHA determines a contract unit is not in accordance with the HQS, the PHA may exercise any of its remedies under the HAP contract for all or any contract units. Such remedies include termination, suspension or reduction of housing assistance payments, and termination of the HAP contract.
2. The PHA may exercise any such contractual remedy respecting a contract unit even if the family continues to occupy the unit.
3. The PHA shall not make any housing assistance for a dwelling unit that fails to meet the HQS, unless the owner corrects the defect within the period specified by the PHA and the PHA verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For other defects, the owner must correct the defect within no more than 30 calendar days (or any PHA-approved extension).

d. Maintenance and replacement—owner's standard practice

Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.

9. LEASING CONTRACT UNITS

a. Selection of tenants

1. During the term of the HAP contract, the owner must lease all contract units to eligible families selected and referred by the PHA from the PHA waiting list. (See 24 CFR 983.251.)
2. The owner is responsible for adopting written tenant selection procedures that are consistent with the purpose of improving housing opportunities for very low-income families and reasonably related to program eligibility and an applicant's ability to perform the lease obligations.
3. Consistent with HUD requirements, the owner may apply its own admission procedures in determining whether to admit a family referred

by the PHA for occupancy of a contract unit. The owner may refer families to the PHA, and recommend selection of such families from the PHA waiting list for occupancy of vacant units.

4. The owner must promptly notify in writing any rejected applicant of the grounds for rejection.
5. The PHA must determine family eligibility in accordance with HUD requirements.
6. The contract unit leased to each family must be appropriate for the size of the family under the PHA's subsidy standards.
7. If a contract unit was occupied by an eligible family at the time the unit was selected by the PHA, or is so occupied on the effective date of the HAP contract, the owner must offer the family the opportunity to lease the same or another appropriately-sized contract unit with assistance under the HAP contract.
8. The owner is responsible for screening and selecting tenants from the families referred by the PHA from its waiting list.

b. Vacancies

1. The owner must promptly notify the PHA of any vacancy in a contract unit. After receiving the owner notice, the PHA shall make every reasonable effort to refer a sufficient number of families for owner to fill the vacancy.
2. The owner must rent vacant contract units to eligible families on the PHA waiting list referred by the PHA.
3. The PHA and the owner must make reasonable good faith efforts to minimize the likelihood and length of any vacancy.
4. If any contract units have been vacant for a period of 120 or more days since owner notice of vacancy (and notwithstanding the reasonable good faith efforts of the PHA to fill such vacancies), the PHA may give notice to the owner amending the HAP contract to reduce the number of contract units by subtracting the number of contract units (by number of bedrooms) that have been vacant for such period.

10. TENANCY

a. Lease

The lease between the owner and each assisted family must be in accordance with HUD requirements. In all cases, the lease must include the HUD-required tenancy addendum. The tenancy addendum must include, word-for-word, all provisions required by HUD.

b. Termination of tenancy

1. The owner may only terminate a tenancy in accordance with the lease and HUD requirements.
2. The owner must give the PHA a copy of any owner eviction notice to the tenant at the same time that the owner gives notice to the tenant. Owner eviction notice means a notice to vacate, or a complaint or other initial pleading used to commence an eviction action under State or local law.

c. Family payment

1. The portion of the monthly rent to owner payable by the family ("tenant rent") will be determined by the PHA in accordance with HUD requirements. The amount of the tenant rent is subject to change during the term of the HAP contract. Any changes in the amount of the tenant rent will be effective on the date stated in a notice by the PHA to the family and the owner.
2. The amount of the tenant rent as determined by the PHA is the maximum amount the owner may charge the family for rent of a contract unit, including all housing services, maintenance and utilities to be provided by the owner in accordance with the HAP contract and the lease.
3. The owner may not demand or accept any rent payment from the tenant in excess of the tenant rent as determined by the PHA. The owner must immediately return any excess rent payment to the tenant.
4. The family is not responsible for payment of the portion of the contract rent covered by the housing assistance payment under the HAP contract. The owner may not terminate the tenancy of an assisted family for nonpayment of the PHA housing assistance payment.

5. The PHA is only responsible for making the housing assistance payments to the owner on behalf of the family in accordance with the HAP contract. The PHA is not responsible for paying the tenant rent, or any other claim by the owner.

d. Other owner charges

1. Except as provided in paragraph 2, the owner may not require the tenant or family members to pay charges for meals or supportive services. Nonpayment of such charges is not grounds for termination of tenancy.
2. In assisted living developments receiving project-based voucher assistance, owners may charge tenants, family members, or both for meals or supportive services. These charges may not be included in the rent to owner, nor may the value of meals and supportive services be included in the calculation of reasonable rent. Non-payment of such charges is grounds for termination of the lease by the owner in an assisted living development.
3. The owner may not charge the tenant or family members extra amounts for items customarily included in rent in the locality or provided at no additional cost to the unsubsidized tenant in the premises.

e. Security deposit

1. The owner may collect a security deposit from the family.
2. The owner must comply with HUD and PHA requirements, which may change from time to time, regarding security deposits from a tenant.
3. The PHA may prohibit security deposits in excess of private market practice, or in excess of amounts charged by the owner to unassisted families.
4. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid tenant rent, damages to the unit or other amounts which the family owes under the lease. The owner must give the family a written list of all items charged against the security deposit and the amount of each item. After deducting the amount used as reimbursement to the owner, the owner must

promptly refund the full amount of the balance to the family.

5. If the security deposit is not sufficient to cover amounts the family owes under the lease, the owner may seek to collect the balance from the family. However, the PHA has no liability or responsibility for payment of any amount owed by the family to the owner.

11. FAMILY RIGHT TO MOVE

- a. The family may terminate its lease at any time after the first year of occupancy. The family must give the owner advance written notice of intent to vacate (with a copy to the PHA) in accordance with the lease. If the family has elected to terminate the lease in this manner, the PHA must offer the family the opportunity for tenant-based rental assistance in accordance with HUD requirements.
- b. Before providing notice to terminate the lease under paragraph a, the family must first contact the PHA to request tenant-based rental assistance if the family wishes to move with continued assistance. If tenant-based rental assistance is not immediately available upon lease termination, the PHA shall give the family priority to receive the next available opportunity for tenant-based rental assistance.

12. OVERCROWDED, UNDER-OCCUPIED, AND ACCESSIBLE UNITS

The PHA subsidy standards determine the appropriate unit size for the family size and composition. The PHA and owner must comply with the requirements in 24 CFR 983.259.

13. PROHIBITION OF DISCRIMINATION

- a. The owner may not refuse to lease contract units to, or otherwise discriminate against any person or family in leasing of a contract unit, because of race, color, religion, sex, national origin, disability, age or familial status.
- b. The owner must comply with the following requirements: The Fair Housing Act (42 U.S.C. 3601-19) and implementing regulations at 24 CFR part 100 *et seq.*; Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1959-1963 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing Programs) and implementing regulations at 24 CFR part 107; title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1; the

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Age Discrimination Act of 1975 (42 U.S.C. 6101–6107) and implementing regulations at 24 CFR part 146; section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at part 8 of this title; title II of the Americans with Disabilities Act, 42 U.S.C. 12101 *et seq.*; 24 CFR part 8; section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 135; Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR, 1964–1965 Comp., p. 339; 3 CFR, 1966–1970 Comp., p. 684; 3 CFR, 1966–1970 Comp., p. 803; 3 CFR, 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p. 264, respectively) (Equal Employment Opportunity Programs) and implementing regulations at 41 CFR chapter 60; Executive Order 11625, as amended by Executive Order 12007 (3 CFR, 1971–1975 Comp., p. 616 and 3 CFR, 1977 Comp., p. 139) (Minority Business Enterprises); Executive Order 12432 (3 CFR, 1983 Comp., p. 198) (Minority Business Enterprise Development); and Executive Order 12138, as amended by Executive Order 12608 (3 CFR, 1977 Comp., p. 393 and 3 CFR, 1987 Comp., p. 245) (Women's Business Enterprise).

- c. The PHA and the owner must cooperate with HUD in the conducting of compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, Executive Orders, and all related rules and regulations.

14. PHA DEFAULT AND HUD REMEDIES

If HUD determines that the PHA has failed to comply with the HAP contract, or has failed to take appropriate action to HUD's satisfaction or as directed by HUD, for enforcement of the PHA's rights under the HAP contract, HUD may assume the PHA's rights and obligations under the HAP contract, and may perform the obligations and enforce the rights of the PHA under the HAP contract.

15. OWNER DEFAULT AND PHA REMEDIES

a. Owner default

Any of the following is a default by the owner under the HAP contract:

1. The owner has failed to comply with any obligation under the HAP contract, including the owner's obligations to maintain all contract units in accordance with the housing quality standards.
2. The owner has violated any obligation under any other housing assistance payments contract under Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f).

3. The owner has committed any fraud or made any false statement to the PHA or HUD in connection with the HAP contract.
4. The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing assistance program.
5. If the property where the contract units are located is subject to a lien or security interest securing a HUD loan or a mortgage insured by HUD and:
 - A. The owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement; or
 - B. The owner has committed fraud, bribery or any other corrupt or criminal act in connection with the HUD loan or HUD-insured mortgage.
6. The owner has engaged in any drug-related criminal activity or any violent criminal activity.

b. PHA remedies

1. If the PHA determines that a breach has occurred, the PHA may exercise any of its rights or remedies under the HAP contract.
2. The PHA must notify the owner in writing of such determination. The notice by the PHA to the owner may require the owner to take corrective action (as verified by the PHA) by a time prescribed in the notice.
3. The PHA's rights and remedies under the HAP contract include recovery of overpayments, termination or reduction of housing assistance payments, and termination of the HAP contract.

c. PHA remedy is not waived

The PHA's exercise or non-exercise of any remedy for owner breach of the HAP contract is not a waiver of the right to exercise that remedy or any other right or remedy at any time.

**16. OWNER DUTY TO PROVIDE INFORMATION AND ACCESS
REQUIRED BY HUD OR PHA**

a. Required information

The owner must prepare and furnish any information pertinent to the HAP contract as may reasonably be required from time to time by the PHA or HUD. The owner shall furnish such information in the form and manner required by the PHA or HUD.

b. PHA and HUD access to premises

The owner must permit the PHA or HUD or any of their authorized representatives to have access to the premises during normal business hours and, for the purpose of audit and examination, to have access to any books, documents, papers and records of the owner to the extent necessary to determine compliance with the HAP contract, including the verification of information pertinent to the housing assistance payments or the HAP contract.

17. PHA AND OWNER RELATION TO THIRD PARTIES

a. Injury because of owner action or failure to act

The PHA has no responsibility for or liability to any person injured as a result of the owner's action or failure to act in connection with the implementation of the HAP contract, or as a result of any other action or failure to act by the owner.

b. Legal relationship

The owner is not the agent of the PHA. The HAP contract does not create or affect any relationship between the PHA and any lender to the owner or any suppliers, employees, contractors or subcontractors used by the owner in connection with the implementation of the HAP contract.

c. Exclusion of third party claims

Nothing in the HAP contract shall be construed as creating any right of a family or other third party (other than HUD) to enforce any provision of the HAP contract, or to assert any claim against HUD, the PHA or the owner under the HAP contract.

d. Exclusion of owner claims against HUD

Nothing in the HAP contract shall be construed as creating any right of the owner to assert any claim against HUD.

18. PHA-OWNED UNITS

Notwithstanding Section 17 of this HAP contract, a PHA may own units assisted under the project-based voucher program, subject to the special requirements in 24 CFR 983.59 regarding PHA-owned units.

19. CONFLICT OF INTEREST

a. Interest of members, officers, or employees of PHA, members of local governing body, or other public officials

1. No present or former member or officer of the PHA (except tenant-commissioners), no employee of the PHA who formulates policy or influences decisions with respect to the housing choice voucher program or project-based voucher program, and no public official or member of a governing body or State or local legislator who exercises functions or responsibilities with respect to these programs, shall have any direct or indirect interest, during his or her tenure or for one year thereafter, or in the HAP contract.
2. HUD may waive this provision for good cause.

b. Disclosure

The owner has disclosed to the PHA any interest that would be a violation of the HAP contract. The owner must fully and promptly update such disclosures.

c. Interest of member of or delegate to Congress

No member of or delegate to the Congress of the United States of America or resident-commissioner shall be admitted to any share or part of this HAP contract or to any benefits arising from the contract.

20. EXCLUSION FROM FEDERAL PROGRAMS

a. Federal requirements

The owner must comply with and is subject to requirements of 2 CFR part 2424.

b. Disclosure

The owner certifies that:

1. The owner has disclosed to the PHA the identity of the owner and any principal or interested party.
2. Neither the owner nor any principal or interested party is listed on the U.S. General Services Administration list of parties excluded from Federal procurement and nonprocurement programs; and none of such parties are debarred, suspended, subject to a limited denial of participation or otherwise excluded under 2 CFR part 2424.

21. TRANSFER OF THE CONTRACT OR PROPERTY

a. When consent is required

1. The owner agrees that neither the HAP contract nor the property may be transferred without the advance written consent of the PHA in accordance with HUD requirements.
2. "Transfer" includes:
 - A. Any sale or assignment or other transfer of ownership, in any form, of the HAP contract or the property;
 - B. The transfer of any right to receive housing assistance payments that may be payable pursuant to the HAP contract;
 - C. The creation of a security interest in the HAP contract or the property;
 - D. Foreclosure or other execution on a security interest; or
 - E. A creditor's lien, or transfer in bankruptcy.

3. If the owner is a corporation, partnership, trust or joint venture, the owner is not required to obtain advance consent of the PHA pursuant to paragraph a for transfer of a passive and non-controlling interest in the ownership entity (such as a stock transfer or transfer of the interest of a limited partner), if any interests so transferred cumulatively represent less than half the beneficial interest in the HAP contract or the property. The owner must obtain advance consent pursuant to paragraph a for transfer of any interest of a general partner.

b Transferee assumption of HAP contract

No transferee (including the holder of a security interest, the security holder's transferee or successor in interest, or the transferee upon exercise of a security interest) shall have any right to receive any payment of housing assistance payments pursuant to the HAP contract, or to exercise any rights or remedies under the HAP contract, unless the PHA has consented in advance, in writing to such transfer, and the transferee has agreed in writing, in a form acceptable to the PHA in accordance with HUD requirements, to assume the obligations of the owner under the HAP contract, and to comply with all the terms of the HAP contract.

c. Effect of consent to transfer

1. The creation or transfer of any security interest in the HAP contract is limited to amounts payable under the HAP contract in accordance with the terms of the HAP contract.
2. The PHA's consent to transfer of the HAP contract or the property does not change the terms of the HAP contract in any way, and does not change the rights or obligations of the PHA or the owner under the HAP contract.
3. The PHA's consent to transfer of the HAP contract or the property to any transferee does not constitute consent to any further transfers of the HAP contract or the property, including further transfers to any successors or assigns of an approved transferee.

d. When transfer is prohibited

The PHA will not consent to the transfer if any transferee, or any principal or interested party is debarred, suspended subject to a limited denial of participation, or otherwise excluded under 2 CFR part 2424, or is listed on the

U.S. General Services Administration list of parties excluded from Federal procurement or nonprocurement programs.

22. SUBSIDY LAYERING

a. Owner disclosure

The owner must disclose to the PHA, in accordance with HUD requirements, information regarding any related assistance from the Federal Government, a State, or a unit of general local government, or any agency or instrumentality thereof, that is made available or is expected to be made available with respect to the contract units. Such related assistance includes, but is not limited to, any loan, grant, guarantee, insurance, payment, rebate, subsidy, credit, tax benefit, or any other form of direct or indirect assistance.

b. Limit of payments

Housing assistance payments under the HAP contract must not be more than is necessary, as determined in accordance with HUD requirements, to provide affordable housing after taking account of such related assistance. The PHA will adjust in accordance with HUD requirements the amount of the housing assistance payments to the owner to compensate in whole or in part for such related assistance.

23. OWNER LOBBYING CERTIFICATIONS

- a. The owner certifies, to the best of owner's knowledge and belief, that:
1. No Federally appropriated funds have been paid or will be paid, by or on behalf of the owner, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of the HAP contract, or the extension, continuation, renewal, amendment, or modification of the HAP contract.
 2. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the HAP contract, the owner must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in

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accordance with its instructions.

- b. This certification by the owner is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352.

24. COMPLETION AND ACCEPTANCE OF CONTRACT UNITS

The owner certifies that the contract units have been completed in accordance with the Agreement. Completion and acceptance of the units is subject to the provisions of the Agreement.

25. TERMINATION OF HAP CONTRACT FOR WRONGFUL SELECTION OF CONTRACT UNITS

The HAP contract may be terminated upon at least 30 days notice to the owner by the PHA or HUD if the PHA or HUD determines that the contract units were not eligible for selection in conformity with HUD requirements.

26. NOTICES AND OWNER CERTIFICATIONS

- a. Where the owner is required to give any notice to the PHA pursuant to the HAP contract or any other provision of law, such notice must be in writing and must be given in the form and manner required by the PHA.
- b. Any certification or warranty by the owner pursuant to the HAP contract shall be deemed a material representation of fact upon which reliance was placed when this transaction was made or entered into.

27. ENTIRE AGREEMENT; INTERPRETATION

- a. The Agreement and the HAP contract, including the exhibits, is the entire agreement between the PHA and the owner.
- b. The Agreement and the HAP contract must be interpreted and implemented in accordance with all statutory requirements, and with all HUD requirements, including amendments or changes in HUD requirements during the term of the HAP contract. The owner agrees to comply with all such laws and HUD requirements.

Count	Unit	Address1	City	State	Zipcode	BRs	Sqft	Contract	Disability	Mobility
								Rent	Adaptable	Accessible
1	800	4410 SAINT EDWARDS PLACE	FAIRFAX	VA	22030	3	940	962	No	N
2	801	4412 SAINT EDWARDS PLACE	FAIRFAX	VA	22030	3	940	962	No	N
3	803	4416 SAINT EDWARDS PLACE	FAIRFAX	VA	22030	3	940	962	No	N
4	804	4418 SAINT EDWARDS PLACE	FAIRFAX	VA	22030	3	940	962	No	N
5	805	4420 SAINT EDWARDS PLACE	FAIRFAX	VA	22030	3	940	962	No	N
6	806	4422 SAINT EDWARDS PLACE	FAIRFAX	VA	22030	3	940	962	No	N
7	807	4424 SAINT EDWARDS PLACE	FAIRFAX	VA	22030	3	940	962	No	N
8	808	4426 SAINT EDWARDS PLACE	FAIRFAX	VA	22030	3	940	962	No	N
9	810	4430 SAINT EDWARDS PLACE	FAIRFAX	VA	22030	3	940	962	No	N
10	811	4411 SAINT EDWARDS PLACE	FAIRFAX	VA	22030	3	940	962	No	N
11	812	4413 SAINT EDWARDS PLACE	FAIRFAX	VA	22030	3	940	962	No	N
12	814	4417 SAINT EDWARDS PLACE	FAIRFAX	VA	22030	3	940	962	No	N
13	815	4433 SAINT EDWARDS PLACE	FAIRFAX	VA	22030	3	940	962	No	N
14	817	4429 SAINT EDWARDS PLACE	FAIRFAX	VA	22030	3	940	962	No	N
15	818	4427 SAINT EDWARDS PLACE	FAIRFAX	VA	22030	3	940	962	No	N
16	819	4419 SAINT EDWARDS PLACE	FAIRFAX	VA	22030	3	940	962	No	N
17	820	4421 SAINT EDWARDS PLACE	FAIRFAX	VA	22030	3	940	962	No	N
18	822	4425 SAINT EDWARDS PLACE	FAIRFAX	VA	22030	3	940	962	No	N
19	823	10738 SAINT JOHNS PLACE	FAIRFAX	VA	22030	3	940	962	No	N
20	824	10740 SAINT JOHNS PLACE	FAIRFAX	VA	22030	3	940	962	No	N
21	825	10742 SAINT JOHNS PLACE	FAIRFAX	VA	22030	3	940	962	No	N
22	826	10744 SAINT JOHNS PLACE	FAIRFAX	VA	22030	3	940	962	No	N
23	827	10730 SAINT JOHNS PLACE	FAIRFAX	VA	22030	3	940	962	No	N
24	829	10734 SAINT JOHNS PLACE	FAIRFAX	VA	22030	3	940	962	No	N
25	830	10736 SAINT JOHNS PLACE	FAIRFAX	VA	22030	3	940	962	No	N
26	832	10726 SAINT JOHNS PLACE	FAIRFAX	VA	22030	3	940	962	No	N
27	833	10724 SAINT JOHNS PLACE	FAIRFAX	VA	22030	3	940	962	No	N
28	836	10718 SAINT JOHNS PLACE	FAIRFAX	VA	22030	3	940	962	No	N
29	837	10720 SAINT JOHNS PLACE	FAIRFAX	VA	22030	3	940	962	No	N
30	838	10708 SAINT JOHNS PLACE	FAIRFAX	VA	22030	3	940	962	No	N
31	840	10712 SAINT JOHNS PLACE	FAIRFAX	VA	22030	3	940	962	No	N
32	841	10714 SAINT JOHNS PLACE	FAIRFAX	VA	22030	3	940	962	No	N
33	843	10704 SAINT JOHNS PLACE	FAIRFAX	VA	22030	3	940	962	No	N
34	844	10702 SAINT JOHNS PLACE	FAIRFAX	VA	22030	3	940	962	No	N
35	845	10700 SAINT JOHNS PLACE	FAIRFAX	VA	22030	3	940	962	No	N
36	802	4414 SAINT EDWARDS PLACE	FAIRFAX	VA	22030	4	999	1203	No	N
37	809	4428 SAINT EDWARDS PLACE	FAIRFAX	VA	22030	4	999	1203	No	N
38	813	4415 SAINT EDWARDS PLACE	FAIRFAX	VA	22030	4	999	1203	No	N
39	816	4431 SAINT EDWARDS PLACE	FAIRFAX	VA	22030	4	999	1203	No	N
40	821	4423 SAINT EDWARDS PLACE	FAIRFAX	VA	22030	4	999	1203	No	N
41	828	10732 SAINT JOHNS PLACE	FAIRFAX	VA	22030	4	999	1203	No	N
42	831	10728 SAINT JOHNS PLACE	FAIRFAX	VA	22030	4	999	1203	No	N
43	834	10722 SAINT JOHNS PLACE	FAIRFAX	VA	22030	4	999	1203	No	N
44	835	10716 SAINT JOHNS PLACE	FAIRFAX	VA	22030	4	999	1203	No	N
45	839	10710 SAINT JOHNS PLACE	FAIRFAX	VA	22030	4	999	1203	No	N
46	842	10706 SAINT JOHNS PLACE	FAIRFAX	VA	22030	4	999	1203	No	N

Robinson Square HAP Exhibit B

Services, Maintenance and Equipment to be provided by owner without charges in addition to rent to owner:

- Grounds and property maintenance to be provided by owner without additional charge to tenants.
- A community center, basketball court, picnic area with grill and a community garden are provided at no charge to the residents.

Robinson Square HAP Exhibit C

Utilities available in the contract units:

- Electricity – paid by owner
- Water – paid by owner
- Sewer – paid by owner

Robinson Square HAP Exhibit D

Features Provided to Comply with Program Accessibility Features of Section 504 of the Rehabilitation Act of 1973:

- None

Addendum to the HAP Contract—Labor Standards

This addendum is used for both the Project-Based Voucher HAP Contract and the Project-Based Rental Assistance (“PBRA”) HAP Contract under the Rental Assistance Demonstration and is applicable for all construction or repair work on projects that are initiated within eighteen (18) months after the effective date of the HAP contract. For PBRA HAP Contracts, it is “Exhibit 4” to the HAP Contract.

1. HUD-FEDERAL LABOR STANDARDS PROVISIONS

The owner is responsible for inserting the entire text of section 1 of this Addendum in all construction contracts for construction or repair work on the project that is initiated within eighteen (18) months of the effective date of the HAP contract and, if the owner performs any rehabilitation work on the project, the owner must comply with all provisions of section 1. (Note: Sections 1(b) and (c) apply only when the amount of the prime contract exceeds \$ 100,000.)

(a)(1)(i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project) will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made part hereof regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's [12514] payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321)) shall be posted at all times by the contractor and its

subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met: (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; (2) The classification is utilized in the area by the construction industry; and (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(1)(ii)(B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determinations or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably

anticipated in providing bona fide fringe benefits under a plan or program: Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the

contractors under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due.

(3)(i) Payrolls and Basic Records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the

registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not

be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following: (1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5 (a)(3)(i), and that such information is correct and complete; (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the [12515] payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of Title 18 and section 3801 et seq. of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4)(i) Apprentices and Trainees. Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions

of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and

individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act Requirements. The contractor shall comply with the requirements of 29 CFR part 3 which are incorporated by reference in this Addendum.

(6) Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in section 1(a)(1) through (11) and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section 1(a).

(7) Contract Terminations; Debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

(10)(i) Certification of Eligibility. By entering into this Addendum, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR part 24.

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR part 24. [12516]

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Addendum are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Addendum to his employer.

(b) Contract Work Hours and Safety Standards Act. The provisions of this paragraph (b) are applicable only where the amount of the prime contract exceeds \$ 100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages.

Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$ 10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for Unpaid Wages and Liquidated Damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraphs (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

(c) Health and Safety. The provisions of this paragraph (c) are applicable only where the amount of the prime contract exceeds \$ 100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his or her health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR part 1926, and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

2. WAGE AND CLAIMS ADJUSTMENTS

The owner shall be responsible for the correction of all violations under section 1 of this Addendum, including violations committed by other contractors. In cases where there is evidence of underpayment of salaries or wages to any laborers or mechanics (including apprentices and trainees) by the owner or other contractor or a failure by the owner or other contractor to submit payrolls and related reports, the owner shall be required to place an amount in escrow, as determined by HUD sufficient to pay persons employed on the work covered by the Addendum the difference between the salaries or wages actually paid such employees for the total number of hours worked and the full amount of wages required under this Addendum, as well as an amount determined by HUD to be sufficient to satisfy any liability of the owner or other contractor for liquidated damages pursuant to section 1 of this Addendum. The amounts withheld may be disbursed by HUD for and on account of the owner or other contractor to the respective employees to whom they are due, and to the Federal Government in satisfaction of liquidated damages under section 1.

3. EVIDENCE OF UNIT(S) COMPLETION; ESCROW

(a) The owner shall evidence the completion of the unit(s) by furnishing the Contract Administrator a certification of compliance with the provisions of sections 1 and 2 of this Addendum, and that to the best of the owner's knowledge and belief there are no claims of underpayment to laborers or mechanics in alleged violation of these provisions of the Addendum. In the event there are any such pending claims to the knowledge of the owner, the Contract Administrator, or HUD, the owner will place a sufficient amount in escrow, as directed by the Contract Administrator or HUD, to assure such payments.

(b) The escrows required under this section and section 2 of this Addendum shall be paid to HUD, as escrowee, or to an escrowee designated by HUD, and the conditions and manner of releasing and approving such escrows shall be approved by HUD.

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

Rental Assistance Demonstration (RAD); Rider to the Section 8 Project-based Voucher (PBV) Housing Assistance Payments (HAP) Contract for New Construction or Rehabilitated Housing (Public Housing Conversions; First Component)

1. Purpose

This purpose of this Rider is to effectuate the conversion of Public Housing to section 8 PBV projects under section 8(o)(13) of the United States Housing Act of 1937 (1937 Act). This Rider must be attached to the PBV HAP Contract for New Construction or Rehabilitation (HAP Contract).¹

2. Authority

The Consolidated and Further Continuing Appropriations Act, 2012, (Pub. L. 112-55, signed November 18, 2011, as amended), authorizes the conversion of properties with Public Housing assistance under section 9 of the 1937 Act to properties with PBV assistance under section 8(o)(13) of the 1937 Act.

3. Amendments to the HAP Contract

- (a) Section 1.a. and all other relevant sections of the HAP Contract are revised to replace the term “Public Housing Agency” with “Contract Administrator” (CA).²
- (b) Section 1.c. of the HAP Contract is amended to eliminate the reference to a multi-stage project in Exhibit A.
- (c) Section 1.d. of the HAP Contract is amended by eliminating the multi-stage project option in section 1.d.2. In addition, the corresponding signature pages for multi-stage projects at the end of Part I of the HAP Contract are deleted.
- (d) Section 1.e.1. of the HAP Contract is revised to read as follows: “The Contract begins on December 1, 2017, and shall run for an initial term of 20 years.”

¹ This Rider covers all Public Housing conversions. The traditional PBV distinction between “existing housing” and “rehabilitated and newly constructed housing” is overridden by the special RAD requirements contained in Notice PIH 2012-32 (HA); Rental Assistance Demonstration—Final Implementation, Revision 2, as amended from time to time.

² In Public Housing to PBV conversions, the Contract Administrator will be the Public Housing Agency that executes the HAP Contract with the Owner and administers the voucher funding under the Consolidated Annual Contributions Contract with HUD.

- (e) Section 1.e.2.b. of the HAP Contract is revised to read as follows: “The initial term of the HAP Contract may not be for less than 15 years, and may be for a term of up to 20 years upon request of the Owner and with the approval of the CA.”
- (f) Section 1.e.3. of the HAP Contract is revised to read as follows: “**Contract Administrator’s Obligation to Offer to Renew and Owner Obligation to Accept Offers to Renew.** The Contract Administrator and the Owner acknowledge and agree that upon expiration of the initial term of the HAP Contract, and upon each renewal term of the HAP Contract, the Contract Administrator shall offer to renew the HAP Contract and the Owner shall accept each offer to renew the HAP Contract, subject to the terms and conditions applicable at the time of each offer, and further subject to the availability of appropriations for each year of each such renewal.”
- (g) Section 1.e.4 of the HAP Contract is revised to read as follows (please also see the amendments to Section 2, Definitions, for definitions of new defined terms):

4. Funding of PBV HAP Contract

- a. **Funding for the Year of Conversion.** In the Year of Conversion, the HAP Contract shall be funded only from public housing amounts obligated prior to the effective date of the HAP Contract, and from any additional public housing amounts that HUD obligates in full or in part, subject to the availability of sufficient appropriated funding, for the remainder of the calendar year in which the HAP Contract becomes effective. Owner acknowledges that this amount for the first year may be less than the contract rent for subsequent years.
- b. **Funding for remainder of the initial term and any renewal term.** Starting in the First Full Year and in each subsequent year in which the HAP Contract is effective, for the remainder of the initial term and any renewal term, subject to the availability of sufficient appropriated funding (budget authority), as provided in appropriations acts and in the CA’s Consolidated Annual Contributions Contract with HUD, the CA will make full payments of housing assistance payments due to an Owner for any contract year in accordance with the HAP Contract. The availability of sufficient funding must be determined by HUD or the CA in accordance with HUD requirements. If it is determined that there may not be sufficient funding to continue housing assistance payments for all contract units and for the full term of the HAP Contract, the CA has the right to terminate the HAP Contract by notice to the Owner for all or any of the Contract units. Such action by the CA shall be implemented in accordance with HUD requirements.

- (h) Section 1.g. of the HAP Contract is revised to read as follows: “There is no cap on the number of units that may receive PBV assistance in a project.”
- (i) [Reserved]
- (j) Section 2 of the HAP Contract is revised by:
- (1) deleting the definitions of “Agreement,” “Newly constructed housing,” “Proposal selection date,” and “Rehabilitated housing”;
- (2) adding the following defined terms and definitions:
- “**Year of Conversion** shall mean the time from the effective date of the HAP Contract through the end of that calendar year;”
- “**First Full Year** shall mean the first full calendar year of the HAP Contract beginning the year after the calendar year of the effective date.³”
- (3) adding a third sentence to the definition of “**HUD requirements**” as follows: “HUD requirements include Notice PIH 2012-32 (HA), “Rental Assistance Demonstration—Final Implementation, Revision 2,” as revised or amended from time to time (or any successor document) (RAD Notice).” Any references in this Rider to specific sections of the RAD Notice include any successor provisions whether explicitly stated or not.
- (k) Section 4.c. of the HAP Contract is revised to add the following provision 8:
8. Notwithstanding anything else in this HAP Contract, in the Year of Conversion, any housing assistance payments shall equal amounts funded in accordance with Section 1.e.4.a (Funding for the Year of Conversion) of this HAP Contract.
- (l) Section 5.a.1. of the HAP Contract is revised to read as follows: “Subject to section 5.b. of the HAP Contract, at each anniversary date during the term of the HAP Contract, the CA will adjust the rent to Owner by applying HUD’s operating cost adjustment factor (OCAF), subject to the availability of appropriations for each year of the HAP Contract term. ”
- (m) Section 5.b. of the HAP Contract is revised to read as follows: “The rent to Owner for each Contract unit may at no time exceed the reasonable rent charged for comparable units in the private unassisted market, as determined by the CA in accordance with 24 C.F.R. § 983.303. However, the rent to

³ To clarify, in cases in which a project converts in December and the effective date of the HAP Contract is January 1, the Year of Conversion is the calendar year starting on the effective date and the First Full Year begins the year following.

Owner shall not be reduced below the initial rent to Owner for dwelling units under the HAP Contract except in the following cases: (1) to correct errors in calculations in accordance with HUD requirements; (2) if additional housing assistance has been combined with PBV assistance after the execution of the HAP Contract and a rent decrease is required pursuant to 24 C.F.R. § 983.55; or (3) if a decrease in rent to Owner is required based on changes in the allocation of responsibility for utilities between the Owner and the tenant.”

- (n) Section 7.a. of the HAP Contract is revised to read as follows: “The Owner certifies that during the term of the HAP Contract: a. All Contract units meet HQS, or successor standard, or will meet HQS no later than the date of completion of the “Work” (including any environmental mitigation measures) as indicated in the RAD Conversion Commitment (RCC) which will be no later than 11/30/2018.”
- (o) Section 8.b.1. of the HAP Contract is revised to read as follows: “The CA must inspect each Contract unit after rehabilitation is completed in accordance with the RCC.”
- (p) Section 9.a.1. of the HAP Contract is revised to read as follows: “During the term of the HAP Contract, the Owner must lease all Contract units to eligible families selected and referred by the CA from the CA’s waiting list. The waiting list shall be established and maintained in accordance with HUD requirements, including the special PBV waiting list provisions in the RAD Notice (including Section 1.6.D.4 or successor provision).”
- (q) A new Section 10.b.3. of the HAP Contract is added to read as follows : “The Owner shall provide adequate written notice of termination of the lease, which shall be (A) a reasonable period of time, but not to exceed 30 days if the health or safety of other tenants, Owner employees, or persons residing in the immediate vicinity of the premises is threatened; or in the event of any drug-related or violent criminal activity or any felony conviction; (B) Not less than 14 days in the case of nonpayment of rent; and (C) Not less than 30 days in any other case, except that if a State or local law provides for a shorter period of time, such shorter period shall apply.”
- (r) A new Section 10.b.4. of the HAP Contract is added to read as follows: “The Owner must renew all tenant leases upon expiration, unless good cause under 24 C.F.R. § 983.257(a) exists for non-renewal of a lease.”
- (s) Section 18 of the HAP Contract is revised to read as follows: “Notwithstanding Section 17 of the HAP Contract, a CA may own units assisted under the PBV program, subject to the special requirements in 24 C.F.R. 983.59 regarding PHA-owned units and all other HUD requirements governing PHA ownership of PBV units.”

- (t) Section 21 of the HAP Contract is revised throughout by requiring HUD consent in addition to CA consent for actions covered under section 21 of the HAP Contract.
- (u) Section 21.a.1. of the HAP Contract is revised to read as follows: “The Owner and the CA agree that neither the HAP Contract nor the premises may be transferred without the written consent of CA and HUD.”
- (v) Section 21.a.2. of the HAP Contract is revised by adding the following at the end of the definition of “transfer”: “F. Any refinancing or restructuring of permanent debt imposing liens on the property by the Owner of the project, except to such extent permitted pursuant to that certain Rental Assistance Demonstration Use Agreement entered into in connection with the premises.”
- (w) Section 21.a.3 of the HAP Contract is revised to read as follows:

Owner, CA and HUD hereby agree that:

 - A. CA and HUD hereby consent to any transfer of a passive or non-controlling interest in the Owner entity, including (by way of illustration and not of limitation, such transfers include transfers of the interests of limited partners in a limited partnership, transfers of the interests of members other than managing members or managers in a limited liability company, and transfers of interests in a corporation that cumulatively represent less than half the beneficial interest in the HAP contract or the premises).
 - B. The Owner must obtain advance consent of CA and HUD for transfer of any interest of a general partner of a limited partnership or for the transfer, elimination or addition of a manager or managing member of a limited liability company. If such assignment is made in connection with any HUD-approved financing for the premises, including without limitation low-income housing tax credits, subject to the provisions of Section 37 of this HAP Contract, HUD and CA hereby consent to: an assignment by a general partner of a limited partnership Owner to a limited partner; and an assignment by the managing member of a limited liability company Owner to another member of Owner.
 - C. Limited CA and HUD consent to collateral assignments of the HAP Contract to lenders is provided in Section 36 of this HAP Contract.
- (x) Section 24 of the HAP Contract is deleted and replaced with the phrase “Intentionally Omitted.”
- (y) Sections 27.a. and 27.b. of the HAP Contract are amended by replacing the phrase “The Agreement and the HAP Contract” and with the phrase “The HAP Contract”.

4. Additional Terms

(a) A new section 28 is added to the HAP Contract to read as follows:

28. RAD Rehab Assistance Payments

For any unit (1) that is vacant during the period of Work pursuant to the RCC; and (2) for which the Owner is not otherwise receiving housing assistance payments in accordance with section 4(c) of this HAP contract; the Owner is entitled to receive a monthly RAD Rehab Assistance Payment calculated in accordance with the provision of the RAD notice governing RAD Rehab Assistance Payments (i.e., Notice PIH 2012-32 (HA), REV-2, section 1.7.A.9. or successor provision), in the amount of \$ N/A per unit, as determined by HUD; shall apply to no more than N/A units in any given month; and shall commence upon the effective date of this HAP Contract, so long as the Owner is in compliance with the approved repair schedule as provided in the RCC. All RAD Rehab Assistance Payments shall end, and the Owner will cease to be entitled to any such payments, (1) on N/A ; or (2) upon actual completion of the Work, if sooner. Provided, however, during the Year of Conversion (as defined in Section 2), any RAD Rehab Assistance Payments shall not exceed amounts funded pursuant to Section 1.e.4(a).

(b) A new Section 29 of the HAP Contract is added to read as follows:

29. CA Board Approval

The CA's Board must approve the operating budget for the covered project annually in accordance with HUD requirements.

(c) A new section 30 of the HAP Contract is added to read as follows:

30. Property and Liability Insurance

The Owner agrees that the project shall be covered at all times by commercially available property and liability insurance to protect the project from financial loss. To the extent insurance proceeds permit, or as determined feasible by the first mortgage lender, the Owner agrees to promptly restore, reconstruct, and/or repair any damaged or destroyed property of a project, except with the written approval of HUD to the contrary.

(d) A new section 31 of the HAP Contract is added to read as follows:

31. Resident Procedural Rights; Grievance Process

The Owner and the CA must comply with the grievance process requirements in the RAD Notice (including section 1.6.C.7.ii. or successor provision) for projects converting to PBV assistance.

(e) A new section 32 is added to the HAP Contract to read as follows:

32. Resident Participation and Funding

(f) In accordance with Attachment 1B.2.B. of the RAD Notice, captioned "PBV Resident Participation and Funding," families in projects that convert to PBV assistance have the right to establish and operate resident organizations for the purpose of addressing issues related to their living environment. The Attachment details all of the requirements governing Resident Participation and Funding, which the Owner must comply with.

A new section 33 is added to the HAP Contract to read as follows:

33. Flood Insurance

If the project is located in an area that has been identified by the Federal Emergency Management Agency as an area having special flood hazards and if the sale of flood insurance has been made available under the National Flood Insurance Program, the Owner agrees that: (1) the project will be covered, during the life of the property, by flood insurance in an amount at least equal to its development or project cost (less estimated land cost) or to the limit of coverage made available with respect to the particular type of property under the National Flood Insurance Act of 1968, whichever is less; and (2) that it will advise any prospective purchaser or transferee of the property in writing of the continuing requirement to maintain such flood insurance during the life of the property.

(g) A new section 34 is added to the HAP Contract to read as follows:

34. Replacement Reserve Requirement

The Owner shall establish and maintain a replacement reserve in accordance with the RCC.

(h) A new section 35 is added to the HAP Contract to read as follows:

35. Labor Standards

By execution of this HAP Contract, the Owner warrants that construction or repair Work on the project that is initiated within eighteen (18) months of the effective date of the HAP Contract shall be in compliance with applicable labor standards, including Davis-Bacon wage requirements, as stated in the "Addendum to the HAP Contract—Labor Standards." The "Addendum to the HAP Contract—Labor Standards" shall be included as an "Additional Exhibit" under Section 1.4.c. of the HAP Contract.

(i) A new section 36 is added to the HAP Contract to read as follows:

36. Lender Provisions. Notwithstanding anything else in this HAP Contract:

- (a) The holder of any HUD-approved mortgage against the project may take action against the Owner and the project that results in the holder of the mortgage or its designee (either referred to herein as "Lender Temporary Custodian") coming into ownership of the project or assuming the role of "Owner" under this HAP Contract. Transfer of the project or the HAP Contract from the Owner is grounds for termination of the HAP Contract assistance unless otherwise approved by HUD. HUD and CA hereby consent to a collateral assignment of this contract to any Lender

Temporary Custodian and pre-approve any Lender Temporary Custodian as a temporary custodian of the project and as a new "Owner" pursuant to this HAP Contract, and continued assistance to the project pursuant to this HAP Contract, subject to the following conditions:

- (1) HUD and CA must receive thirty (30) days prior written notice of the transfer of the project to the Lender Temporary Custodian and the form of the documents necessary to effect such transfer.
 - (2) In connection with the transfer, Lender Temporary Custodian must execute and deliver to HUD and CA an assumption on the HAP Contract, in such form as acceptable to HUD.
 - (3) Such approval and consent to continue assistance pursuant to this HAP Contract is expressly limited to a period of only 90 days that commences the date of such transfer of the project, provided that HUD in its sole discretion may extend such 90-day period by an additional 30 days, or for so long as HUD deems reasonably necessary for Lender to find a permanent replacement Owner. Consistent with Public Law 112-55, in the event that the Lender Temporary Custodian comes into ownership of the project, the Lender Temporary Custodian shall use such interim period to identify a proposed permanent Owner determined by HUD to be capable of abiding by the HAP Contract, Use Agreement, and any and all applicable RAD program requirements. The provision of housing assistance payments to any proposed permanent replacement Owner is subject to HUD's consent.
 - (4) Prior to a transfer of the project to a Lender Temporary Custodian, HUD may at any time by written notice to a Lender Temporary Custodian revoke the approvals given herein if HUD becomes aware of any conditions or circumstances (by way of illustration and not limitation, such conditions or circumstances may include debarment, suspension or limited denial of participation) that would disqualify or compromise the ability of Lender Temporary Custodian from acting as an interim custodian of the project pursuant to the HAP Contract.
- (j) A new section 37 is added to the HAP Contract to read as follows:

37. Low-Income Housing Tax Credit Provisions. Notwithstanding anything else in this HAP Contract:

- (a) **Notice.** As long as the equity investor identified below ("Equity Investor") is a partner or member of Owner, HUD shall endeavor as a courtesy to Equity Investor to deliver to Equity Investor a copy of any notice of default that is delivered to Owner under the terms of the HAP

Contract, Use Agreement or RAD Conversion Commitment (RCC).
Equity Investor's address for such notice purposes is:

N/A

- (b) **Right to Cure.** Any cure of any default by Owner under the HAP Contract, Use Agreement or RCC offered by Equity Investor shall be treated the same as if offered by Owner.
- (c) **Transfer of Investor Members/Partners.** Equity Investor, and each successor member or partner in Owner, may transfer its interest in the Owner without prior written consent of HUD if:
 - (1) HUD receives prior written notice of such transfer; and
 - (2) HUD receives executed copies of any and all documents necessary to effect such transfer, including any and all amendments to Owner's organizational documents.

(d) **Removal of General Partner/Managing Member.**

- (1) HUD and CA have pre-approved the replacement of the Owner's general partner or managing member with an affiliate of Equity Investor, or any successor equity investor ("Interim Replacement GP/MM") as a temporary replacement general partner/managing member of Owner, in the event Owner's general partner or managing member is removed for cause in accordance with Owner's organizational documents.
- (2) Interim Replacement GP/MM may remove Owner's general partner or managing member in accordance with the Owner's organizational documents without further written consent from HUD or CA and HUD and CA shall continue assistance to the project in accordance with the HAP Contract, provided that Interim Replacement GP/MM provide HUD and CA with prior written notice of such replacement and HUD and CA receive executed copies of any and all documents necessary to effect such replacement.
- (3) Such approval of such Interim Replacement GP/MM is expressly limited to a period of only 90 days that commences the date of such removal, provided that HUD in its sole discretion may extend such 90-day period by an

additional 30 days, or for so long as HUD deems reasonably necessary to provide for a permanent replacement of the general partner or managing member. After such interim period, any proposed permanent replacement for the Owner's general partner or managing member is subject to HUD's consent.

- (4) HUD may at any time by written notice to Equity Investor or any successor revoke the approvals given herein if HUD becomes aware of any conditions or circumstances that would disqualify or compromise the ability of Interim Replacement GP/MM from acting as an interim general partner/managing member pursuant to this HAP Contract.

- (k) A new section 38 is added to the HAP Contract to read as follows:

38. Continuation of HAP Contract

Except where otherwise approved by HUD, this HAP Contract shall continue in effect and housing assistance payments will continue in accordance with the terms of the HAP Contract in the event: (1) Of assignment, sale, or other disposition of this HAP Contract; (2) Of foreclosure, including foreclosure by HUD; (3) Of assignment of the mortgage or deed in lieu of foreclosure; (4) HUD or the CA takes over possession, operation or ownership; or (5) The owner prepays the mortgage.

5. Alternative Requirements

- (a) **Owner Proposal Selection Procedures.** Projects will be selected for assistance in accordance with the provisions in the RAD Notice. Therefore, 24 C.F.R. § 983.51 does not apply.
- (b) **Percentage Limitation.** Section 8(o)(13)(B) of the 193 Act and 24 C.F.R. § 983.6 do not apply to assistance provided under RAD.
- (c) **Consistency With PHA Plan and Other Goals.** Section 8(o)(13)(C)(ii) of the 1937 Act and 24 C.F.R. §§ 983.57(b)(1) and (c) do not apply.

**Signatures:
Contract Administrator**

Fairfax County Redevelopment and Housing Authority

Print or Type Name of Contract Administrator

Signature

Thomas Fleetwood, Deputy Executive Director

Print or Type Name and Title of Signatory

10/31/17

Date (mm/dd/yyyy)

Owner

Fairfax County Redevelopment and Housing Authority, I

Print or Type Name of Owner

Signature

Albert J. McAloon, Chairperson

Print or Type Name and Title of Signatory

10/31/17

Date (mm/dd/yyyy)

R

Documentation of
Operating Budget

2020 Low-Income Housing Tax Credit Application For Reservation

M. OPERATING EXPENSES

		Use Whole Numbers Only!
Administrative:		
1. Advertising/Marketing		\$26,838
2. Office Salaries		\$202,104
3. Office Supplies		\$46,249
4. Office/Model Apartment	(type _____)	\$0
5. Management Fee		\$67,112
<u>4.00%</u> of EGI	<u>\$559.27</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		\$4,200
13. Miscellaneous Administrative		\$0
Total Administrative		\$346,503
Utilities		
14. Fuel Oil		\$0
15. Electricity		\$32,470
16. Water		\$6,506
17. Gas		\$0
18. Sewer		\$0
Total Utility		\$38,976
Operating:		
19. Janitor/Cleaning Payroll		\$0
20. Janitor/Cleaning Supplies		\$0
21. Janitor/Cleaning Contract		\$0
22. Exterminating		\$10,000
23. Trash Removal		\$18,648
24. Security Payroll/Contract		\$15,000
25. Grounds Payroll		\$0
26. Grounds Supplies		\$0
27. Grounds Contract		\$25,000
28. Maintenance/Repairs Payroll		\$0
29. Repairs/Material		\$50,100
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		\$25,956
37. Miscellaneous		\$0
Totals Operating & Maintenance		\$144,704

M. OPERATING EXPENSES

Taxes & Insurance

38. Real Estate Taxes	\$186,606
39. Payroll Taxes	\$0
40. Miscellaneous Taxes/Licenses/Permits	\$0
41. Property & Liability Insurance	\$24,822
42. Fidelity Bond	\$0
43. Workman's Compensation	\$0
44. Health Insurance & Employee Benefits	\$0
45. Other Insurance	\$0
Total Taxes & Insurance	\$211,428

Total Operating Expense	\$741,611
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Total Operating Expenses Per Unit	\$6,180	C. Total Operating Expenses as % of EGI	44.20%
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Replacement Reserves (Total # Units X \$300 or \$250 New Const. Elderly Minimum)	\$36,000
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Total Expenses	\$777,611
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ACTION: Provide Documentation of Operating Budget at **Tab R** if applicable.



March 9, 2020

Stephanie Marcus
 SCG Development Partners LLC
 8245 Boone Blvd Suite 640
 Tysons Corner, VA 22182
 smm@scgdevelopment.com

RE: Preliminary Utility Allowance for One University

Dear Ms. Marcus,

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

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

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

EARTH CRAFT PRELIMINARY UA*			ALLOWANCES BY BEDROOM SIZE				
Utilities	Utility Type	Paid by	Studio	1-bdr	2-bdr	3-bdr	4-bdr
Heating	Electric	Tenant	\$ 11	\$ 14	\$ 16	\$ 19	\$ 22
Air Conditioning	Electric	Tenant	\$ 5	\$ 6	\$ 8	\$ 9	\$ 10
Cooking	Electric	Tenant	\$ 4	\$ 5	\$ 7	\$ 8	\$ 9
Lighting	Electric	Tenant	\$ 17	\$ 22	\$ 26	\$ 31	\$ 36
Hot Water	Electric	Tenant	\$ 10	\$ 13	\$ 15	\$ 18	\$ 21
Water	-	Tenant	\$ 11	\$ 13	\$ 18	\$ 22	\$ 26
Sewer	-	Tenant	\$ 26	\$ 31	\$ 41	\$ 50	\$ 60
Trash	-	Owner	\$ -	\$ -	\$ -	\$ -	\$ -
Total UA for costs paid by tenant			\$ 84	\$ 104	\$ 131	\$ 157	\$ 184

**Allowances only for One University as an ENERGY STAR and EarthCraft Gold project. The water and sewer projections were produced using water fixtures with flow rates of 1.28 gpf toilets, 2.0 gpm showerheads, 2.2 gpm kitchen faucets, and 1.5 gpm lavatory faucets.*

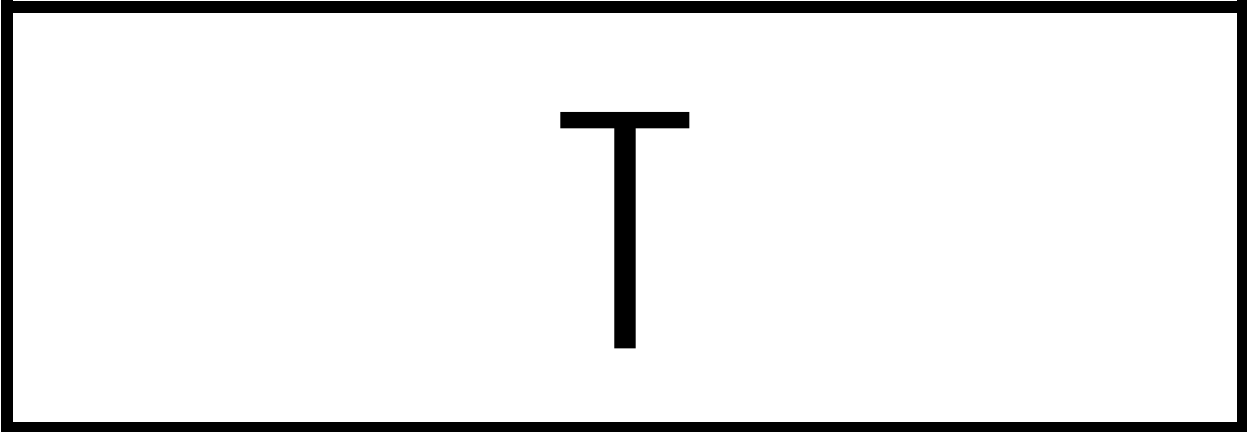
Sincerely,

Rob McRaney
 Business Relations Manager

S

Supportive Housing
Certification

This deal does not require
information behind this tab.



T

Funding Documentation



County of Fairfax, Virginia

MEMORANDUM

January 16, 2020

Virginia Housing Development Authority
601 South Belvidere Street
Richmond, Virginia 23220-6500
Attn: J.D. Bondurant

Re: Financing Commitment, One University Apartments

Ladies and Gentlemen:

The Fairfax County Redevelopment and Housing Authority ("Housing Authority") has approved and hereby issues its commitment (the "Commitment") to make a permanent loan in the principal amount of \$2,000,000 (the "Loan") to One University Family, LLC (the "Borrower") to provide financing for One University Apartments, that is consistent with the application and approvals for such Loan (the "Project"). This Commitment is conditioned on the Borrower obtaining a reservation of low income housing tax credits from the Virginia Housing Development Authority ("VHDA") for the Project that is consistent with the application submitted to VHDA for its 2020 funding round.

The Loan will bear interest at a rate not to exceed the two percent (2%) for a term of thirty (30) years. The payment of principal and interest shall be made out of a portion of cash flow.

The Borrower will comply with all requirements, restrictions, and provisions in its application and, if awarded, any approvals for financing from VHDA and the Housing Authority. The Loan will be made in accordance with the procedures of the Housing Authority and will be documented with the Housing Authority's form of loan documents. The Housing Authority is providing this letter to VHDA solely for the purpose of the application for a reservation of low income housing tax credits for the Project.

We look forward to working with you.

Sincerely,

Thomas E. Fleetwood
Assistant Secretary, Fairfax County
Redevelopment and Housing Authority

Department of Housing and Community Development

3700 Pender Drive, Suite 300

Fairfax, Virginia 22030-6039

Office: 703-246-5105, Fax: 703-246-5115, TTY: 703-385-3578

<http://www.fairfaxcounty.gov>

2013-2014

Department of Housing and Community Development

3700 Pender Drive, Suite 300

Fairfax, Virginia 22030-6039

Office: 703-246-5105, Fax: 703-246-5115, TTY: 703-385-3578

<http://www.fairfaxcounty.gov>

RESOLUTION NUMBER 44-19

Authorization, Subject to the Approval of the Fairfax County Board of Supervisors, to Make Housing Blueprint Loans to One University Family, LLC and One University Senior, LLC in the Amounts of \$2,000,000 and \$4,500,000, Respectively, to Finance the Development of One University Apartments, Fairfax, Virginia (Braddock District)

WHEREAS, SCG Development Partners, LLC, submitted requests for financing under the Housing Blueprint (Blueprint) as a source of financing for the development of the 240-unit One University Apartments; and

WHEREAS, the Fairfax County Redevelopment and Housing Authority (FCRHA) wishes to assist SCG Development Partners, LLC to develop the 240-unit One University Apartments project in order to produce multifamily and senior rental housing in Fairfax County by providing loans to SCG's subsidiaries One University Family, LLC and One University Senior, LLC in the amounts of \$2,000,000 and \$4,500,000, respectively, such amounts may be adjusted, provided the aggregate amount is \$6,500,000.

NOW, THEREFORE, BE IT RESOLVED that the FCRHA, subject to approval by the Fairfax County Board of Supervisors, hereby authorizes:

1) Making loans to One University Family, LLC and One University Senior, LLC for the One University Apartments project in the amounts of \$2,000,000 and \$4,500,000, respectively, as described in the Action Item presented to the FCRHA on November 14, 2019; and

2) The allocation of Blueprint funds in the amount of \$6,500,000 for the purpose of the development of One University Apartments; and

3) The FCRHA recognizes that the two loan amounts between the two transactions may change, however the aggregate amount will remain \$6,500,000; and

4) The FCRHA gives the Assistant Secretary (and Fairfax County Department of Housing and Community Development (HCD) staff) the authority to negotiate and approve an alternative financing plan under similar terms and conditions, should the need arise.

BE IT FURTHER RESOLVED that the FCRHA authorizes Thomas E. Fleetwood, Assistant Secretary, or any Assistant Secretary to negotiate all loan terms on behalf of the FCRHA and authorizes its Chairman, Vice Chairman or any Assistant Secretary to

execute all documents, agreements, and instruments necessary or appropriate in connection with the making of the Loan for the development of the 240-unit One University Apartments.

I hereby certify that the foregoing is a true and accurate copy of Resolution No. 44-19 passed by the Fairfax County Redevelopment and Housing Authority on November 14, 2019, and that I remain an Assistant Secretary of the Fairfax County Redevelopment and Housing Authority.

1/17/2020
Date

[Signature]
Thomas Fleetwood, Assistant Secretary, Fairfax County Redevelopment and Housing Authority

COMMONWEALTH OF VIRGINIA

)

) To-wit:

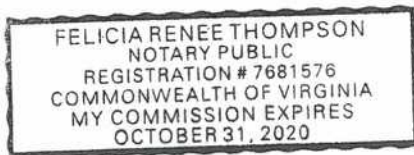
COUNTY OF FAIRFAX

)

The foregoing instrument was acknowledged before me by Thomas Fleetwood, an Assistant Secretary of the Fairfax County Redevelopment and Housing Authority, on behalf of the Fairfax County Redevelopment and Housing Authority this 17th day of January, 2020.

Felicia Renee Thompson
Notary Public

My Commission expires: October 31, 2020.



MAP #: 0573 01 0011A
REDEVELOPMENT AND HOUSING
AUTHORITY

4400 SAINT EDWARDS PL

Owner

Name REDEVELOPMENT AND HOUSING AUTHORITY, FAIRFAX
COUNTY
Mailing Address 3700 PENDER DR SUITE 300 FAIRFAX VA 22030
Book 05650
Page 0963

Parcel

Property Location 4400 SAINT EDWARDS PL FAIRFAX VA 22030 4431
Map # 0573 01 0011A
Tax District 30000
District Name BRADDOCK
Land Use Code Townhouse in rental development
Land Area (acreage) 6.289
Land Area (SQFT)
Zoning Description PRM(Planned Res Mixed Use)
Utilities

GAS NOT AVAILABLE
County Inventory of Historic Sites NO
County Historic Overlay District NO
For further information about Historic Overlay Districts,
[CLICK HERE](#)
Street/Road

Site Description COMMERCIAL RANK #2

Legal Description

Legal Description FAIRFAX STA RD
PCL A

Sales History

Date	Amount	Seller	Buyer
05/07/1982	\$0		REDEVELOPMENT AND HOUSING AUTHORITY

10/22/1980 \$325,000

Sales

1 of 2

Date	05/07/1982
Amount	\$0
Seller	
Buyer	REDEVELOPMENT AND HOUSING AUTHORITY
Notes	Valid and verified sale
Deed Book and Page	05650-0963
Additional Notes	

Values

Tax Year	2020
Current Land	\$7,440,000
Current Building	\$5,668,870
Current Assessed Total	\$13,108,870
Tax Exempt	YES
Note	

Values History

Tax Year	Land	Building	Assessed Total	Tax Exempt
2019	\$2,668,000	\$10,440,870	\$13,108,870	YES
2018	\$2,668,000	\$10,331,020	\$12,999,020	YES
2017	\$2,668,000	\$10,175,090	\$12,843,090	YES
2016	\$2,668,000	\$7,870,770	\$10,538,770	YES
2015	\$2,668,000	\$8,056,780	\$10,724,780	YES
2014	\$2,668,000	\$7,809,950	\$10,477,950	YES
2013	\$2,668,000	\$2,498,580	\$5,166,580	YES
2012	\$2,668,000	\$2,764,370	\$5,432,370	YES
2011	\$1,035,000	\$4,586,770	\$5,621,770	YES
2010	\$1,035,000	\$3,993,840	\$5,028,840	YES
2009	\$1,840,000	\$3,747,420	\$5,587,420	YES
2008	\$1,840,000	\$3,921,950	\$5,761,950	YES
2007	\$1,840,000	\$3,934,010	\$5,774,010	YES
2006	\$1,840,000	\$3,200,580	\$5,040,580	YES
2005	\$1,840,000	\$3,007,730	\$4,847,730	YES
2004	\$1,196,000	\$3,263,930	\$4,459,930	YES
2003	\$1,196,000	\$2,981,415	\$4,177,415	YES
2002	\$690,000	\$3,296,885	\$3,986,885	YES
2001	\$690,000	\$3,256,865	\$3,946,865	YES

2000 \$690,000 \$3,126,890 \$3,816,890 YES

Structure

Property Name	ROBINSON SQ TH-FCRHA (FUT MF)
Land Use Code	Townhouse in rental development
Year Built	1982
Gross Floor Area	64,828
Units (if applicable)	46
Stories	2
Construction Type	Frame
Exterior Walls	Wood/Asphalt Siding/Synthetic/Cedar Shke
Floor	Carpet/Carpet/Tile
Roof	Abestos Shingle
Elevator	0
Element #	E06351001
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.

Associated Parcels

Structure Summary

Property Name	Land Use Code	Year Built	GFA	Units
ROBINSON SQ TH-FCRHA (FUT MF)	Townhouse in rental development	1982	64,828	46

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

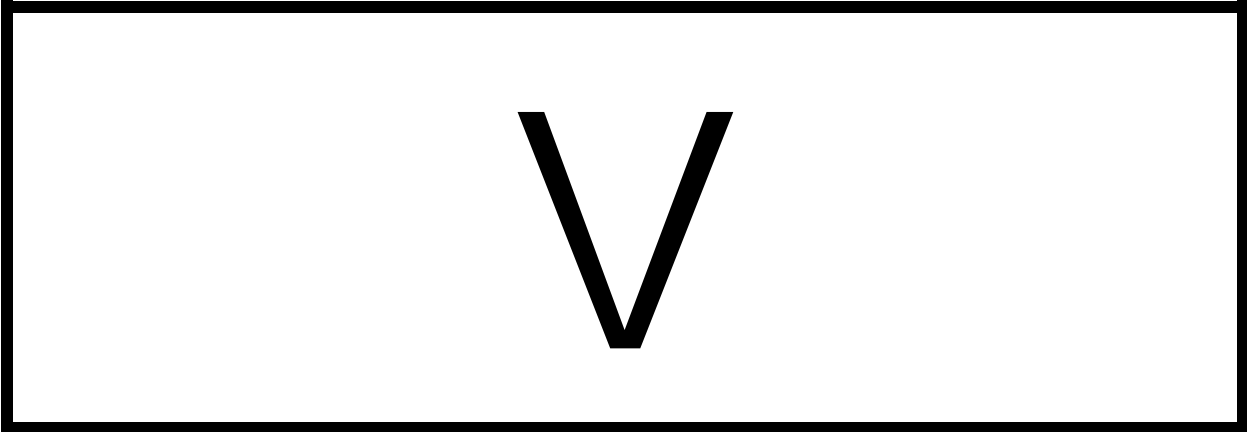
Data last refreshed: 24/Feb/2020 DB:PORA34PRYR

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

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

Prepared by and after recording return to:
Susan L. Timoner, Assistant County Attorney
Office of the County Attorney
12000 Government Center Parkway, Suite 549
Fairfax, Virginia 22035

EXEMPT FROM RECORDATION TAX PURSUANT TO VA CODE §58.1-811(A)(3)

RIGHT OF FIRST REFUSAL AGREEMENT

This RIGHT OF FIRST REFUSAL AGREEMENT (this "Agreement") is made as of March 2, 2020 ("Effective Date") by and between ONE UNIVERSITY FAMILY, LLC, a Virginia limited liability company, having an address of 8245 Boone Boulevard, Suite 640, Tysons Corner, VA 22182, its successors and assigns ("Owner") (GRANTOR for purposes of indexing), and FAIRFAX COUNTY REDEVELOPMENT AND HOUSING AUTHORITY, a political subdivision of the Commonwealth of Virginia, having an address of 3700 Pender Drive, Suite 300, Fairfax, Virginia 22030 ("Grantee") (GRANTEE for purposes of indexing).

WHEREAS, Owner and Grantee have entered into that certain Option to Lease (Affordable Housing – Family) with respect to a portion of the real property identified as Fairfax County Tax Map Section 57-3 ((1)) Parcels 11A and 11B, and Tax Map Section 57-4 ((1)) Parcel 2B and located in Fairfax County Virginia (the "Land"), dated as of March 2, 2020 (the "Option") granting Owner a right to acquire a leasehold interest in that portion of the Land described on the attached Exhibit A (the "Subject Parcel") for the purposes of developing a 120-unit affordable housing project ("Project") that is part of a larger development that will be a mix of purpose-built multifamily dwelling units and student dwelling units; and

WHEREAS, Grantee is providing a commitment with respect to a loan for the Project by Grantee to Owner and will, after the Owner exercises the Option and closes on the acquisition of the leasehold interest in the Subject Parcel ("Closing"), enter into documents and other related agreements evidencing a loan by Grantee to Owner concerning the Project; and

WHEREAS, Grantee's cooperation and loan funding are instrumental in the development of the Project; and

WHEREAS, the Owner intends to apply for certain financing, including tax credits from the Virginia Housing Development Authority ("Tax Credit Competition") and upon the award of and closing on such tax credits and other financing, the Project is or will be subject to one or more governmental agency regulatory agreements (the "Regulatory Agreements") restricting its use to low- and moderate-income housing (such use restrictions under the Regulatory Agreements being referred to collectively herein as the "Use Restrictions"); and

WHEREAS, Grantee and Owner desire to provide to Grantee a right of first refusal to purchase the Project, as set forth in this Agreement.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Grant of Year 15 Refusal Right.

- 1.1. Commencing on December 31 of the 15th year of the Compliance Period (as defined in Section 42 of the Internal Revenue Code (the “Code”) and for a period of twenty-four (24) months thereafter, if the Owner receives an offer to purchase the Project (which shall include an offer to purchase the Owner’s leasehold interest in the Subject Parcel) from a third party (the “Offer”), other than any offer by or to the managing member of the Owner or SCG Development Partners, LLC, a Delaware limited liability company, or an affiliate thereof (“SCG”), or their successors or assigns, and the Owner intends to accept such Offer, then Grantee will have a right of first refusal to purchase the Project (“Refusal Right”) on the terms and conditions, and subject to the conditions precedent specified in this Agreement. Prior to accepting any Offer, the Owner will deliver to Grantee a copy of the Offer (“Offer Notice”). The Owner will not accept any Offer unless and until the Refusal Right has expired without exercise by Grantee.
- 1.2. The foregoing grant of the Refusal Right will be effective only if Grantee is a governmental entity or qualified nonprofit organization, as defined in Section 42(i)(7) of the “Code” at the time it receives the Offer Notice and remains such as of (i) the date that the Refusal Right has been exercised and the resulting purchase and sale has closed, or (ii) the date that the Refusal Right has been assigned to a Permitted Assignee (defined below). Any assignment and the corresponding grant of the Refusal Right permitted under Section 4 below will be effective only if the assignee is at the time of the assignment and remains at all times thereafter, until the Refusal Right has been exercised and the resulting purchase and sale has been closed, a Permitted Assignee.
- 1.3. The Refusal Right purchase price for the Project will be the sum of (i) the principal amount of outstanding indebtedness secured by the Project, and (ii) all Federal, state and local taxes projected to be imposed on the partners or members of the Owner in connection with such sale including federal income tax liability incurred as a result of the payment of purchase price.

2. Conditions Precedent. The Refusal Right is contingent on the following:

- (a) The Owner successfully obtains an award of tax credits from the Tax Credit Competition and such financing is part of the acquisition financing at Closing or construction of the Project.
- (b) Either (i) the Regulatory Agreements shall have been entered into and remain in full force and effect, or (ii) if the Regulatory Agreements are no longer in effect due to

reasons other than a default thereunder by Owner, such Use Restrictions shall have remained in effect as to the Project by other means.

If any or all of the conditions precedent have not been met, the Refusal Right shall not be exercisable. Upon any of the events terminating the Refusal Right under this Paragraph 2, the Refusal Right shall be void and of no further force and effect.

3. Exercise of Refusal Right. The Refusal Right may be exercised by Grantee by giving prior written notice of its intent to exercise the Refusal Right to Owner and each of its Members in the manner provided in Paragraph 5 and in compliance with the requirements of this Paragraph 3,. Any such notice of intent to exercise the Refusal Right shall be given within 90 days after Grantee has received Owner's Offer Notice pursuant to Paragraph 1.1. The notice of intent shall specify a closing date within 120 days immediately following the date of exercise, which date may be extended as agreed upon by the parties. If the requirements in this Paragraph 3 and the conditions precedent in Paragraph 2 are not met, then the Refusal Right will expire and be of no further force or affect.
4. Assignment. Grantee may assign all or any of its rights under this Agreement to (a) a qualified nonprofit organization, as defined in Section 42(h)(5)(C) of the Code, (b) a government agency, or (c) a tenant organization (in cooperative form or otherwise) or resident management corporation of the Project (each a "Permitted Assignee") that demonstrates its ability and willingness to maintain the Project as low-income housing in accordance with the Use Restrictions. Prior to any assignment or proposed assignment of its rights hereunder, Grantee shall give written notice thereof to the Owner. Upon any permitted assignment hereunder, references in this Agreement to Grantee shall mean the Permitted Assignee where the context so requires, subject to all applicable conditions to the effectiveness of the rights granted under this Agreement and so assigned. No assignment of Grantee's rights hereunder shall be effective unless and until the Permitted Assignee enters into a written agreement accepting the assignment and assuming all of Grantee's obligations under this Agreement and copies of such written agreement are delivered to Owner. Except as specifically permitted herein, Grantee's rights hereunder shall not be assignable.
5. Notices. All notices, demands, requests, and other communications required or permitted hereunder shall be in writing and shall be deemed to have been given when delivered in person or sent by registered or certified mail, postage prepaid, return receipt requested, or by recognized overnight delivery service, to the persons and at the addresses set forth below or to such other persons or addresses as the party entitled to notice shall have specified in writing to the other party hereto from time to time.

(a) To the Grantee:

Fairfax County Redevelopment and Housing Authority
3700 Pender Drive Suite 300
Fairfax, Virginia 22030
Attention: Thomas E. Fleetwood, Assistant Secretary

with a copy, which shall not constitute notice, to:

Office of the County Attorney
12000 Government Center Parkway Suite 549
Fairfax, Virginia 22035
Attention: County Attorney

(b) To the Owner:

ONE UNIVERSITY FAMILY, LLC
c/o SCG Development Partners, LLC
8245 Boone Boulevard, Suite 640
Tysons Corner, VA 22182
Attention: Stephen P. Wilson

with a copy, which shall not constitute notice, to:

Klein Hornig LLP
1325 G Street NW, Suite 770
Washington, DC 20005
Attention: Erik T. Hoffman

All notices, demands and requests shall be effective upon such personal delivery or upon being deposited in the United States mail or with the overnight delivery service as required above. Rejection or other refusal to accept, or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, demand or request sent. By giving to the other party written notice thereof, the parties hereto shall have the right from time to time to change their respective addresses and each shall have the right to specify as its address any other address within the United States of America.

6. Miscellaneous. This Agreement shall be liberally construed in accordance with the laws of the Commonwealth of Virginia in order to effectuate the purposes of this Agreement. This Agreement may be executed in counterparts or counterpart signature pages, which together shall constitute a single agreement.
7. Subordination. This Agreement is and shall remain automatically subject and subordinate to any bona fide mortgage to (or assigned to) an institutional or governmental lender with respect to the Project and, in the event of a foreclosure of any such mortgage, or of the giving of a deed in lieu of foreclosure to any such mortgagee, this Agreement shall become void and shall be of no further force or effect.
8. Termination. In the event Grantee does not exercise the Refusal Right and the Project is transferred to a purchaser that is not either a Member or an affiliate of SCG or its successors or assigns, Grantee shall be deemed to have waived its Refusal Right hereunder and this Agreement shall become void and shall be of no further force or effect. Upon written request, the Grantee will provide written confirmation of such waiver, through no such documentation shall be required for its waiver to have become effective.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

ATTEST OR WITNESS

GRANTOR:

Steph Marcus
Name: Stephanie Marcus

ONE UNIVERSITY FAMILY, LLC,
a Virginia limited liability company

By: One University Family Managing Member, LLC,
its managing member

By: SCG Development Partners, LLC,
its managing member

By: SCG Development Manager, LLC
its managing member

By: SCG Capital Corp.,
its sole member

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

STATE OF Virginia)
CITY/COUNTY OF Fairfax) To wit:

The foregoing instrument was acknowledged before me a notary public in and for the aforesaid state and city/county this ___ day of _____ 2020, by Stephen Wilson, in his capacity as President – Virginia Office of SCG Capital Corp., sole member of SCG Development Manager, LLC, managing member of SCG Development Partners, LLC, managing member of One University Family Managing Member LLC, managing member of One University Family, LLC, on behalf of said limited liability company.



SL Cole
Notary Public

ATTEST OR WITNESS

Nereu Ryp

GRANTEE:

**FAIRFAX COUNTY REDEVELOPMENT
AND HOUSING AUTHORITY**

By: *[Signature]*
Name: Thomas Fleetwood
Title: Assistant Secretary

COMMONWEALTH OF VIRGINIA)

) To wit:

CITY/COUNTY OF Fairfax)

The foregoing instrument was acknowledged before me a notary public in and for the aforesaid state and city/county this 2nd day of March 2020, by Thomas Fleetwood, the Assistant Secretary of the Fairfax County Redevelopment and Housing Authority.

Felicia Renee Thompson
Notary Public

FELICIA RENEE THOMPSON
NOTARY PUBLIC
REGISTRATION # 7681578
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
OCTOBER 31, 2020

EXHIBIT A

SUBJECT PARCEL

**Description of
A Portion of the Property of
Fairfax County Redevelopment Housing Authority
Deed Book 5650 Page 963**

**Braddock District
Fairfax County, Virginia**

Beginning at a point on the most northwesterly corner of the property herein described, said point being a corner of Parcel B-2, Chancery Park, Section 3, recorded at deed book 11357 page 1265, said point also being a corner to Parcel D, Chancery Park, Section 2, recorded at deed book 11258 page 1569;

Thence departing said Parcel D, Chancery Park, Section 2 and running with said Parcel B-2, Chancery Park, Section 3, in its entirety, and with the same line extended with the property of Murray Tract Lot 8, recorded at deed book 19662 page 958, South 72°06'24" East a distance of 379.74 feet to a point;

Thence departing said property of Murray Tract Lot 8 and running through the property of Fairfax County Redevelopment Housing Authority, the following courses and distances;

South 17°53'36" West a distance of 149.71 feet to a point;

North 72°06'24" West a distance of 66.54 feet to a point;

South 17°53'36" West a distance of 99.96 feet to a point;

North 72°06'24" West a distance of 17.42 feet to a point;

South 17°53'36" West a distance of 30.25 feet to a point;

South 72°06'24" East a distance of 54.75 feet to a point; and

South 17°53'36" West a distance of 35.26 feet to a point, said point being along the northerly line of the property of George Mason University, recorded in Deed Book 3221 at page 251;

Thence continuing through said property of Fairfax County Redevelopment Housing Authority and running with said property of George Mason University, North 72°07'14" West a distance of 526.28 feet to a point, said point being a corner to the aforementioned Parcel D, Chancery Park,

Section 2, recorded at deed book 11258 page 1569;

Thence departing said property of George Mason University and running with said Parcel D, Chancery Park, Section 2, North 47°01'41" East a distance of 360.97 feet to the point of beginning.

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 One University Family, and the tenant, for the use of internet access service provided by One University Family ("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 One University Family web site, One University Family 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 One University Family 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 One University Family 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 ONE UNIVERSITY FAMILY MAY CONTRACT TO OPERATE VARIOUS AREAS ON THE SERVICE).

You assume total responsibility and risk for your use of the service and the Internet. ONE UNIVERSITY FAMILY 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 ONE UNIVERSITY FAMILY 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. One University Family 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. One University Family 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 One University Family to use commercially reasonable efforts to effectuate an adjustment or repair of the Service.

INDEMNIFICATION BY USER. You shall indemnify and hold harmless One University Family 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 One University Family 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 One University Family 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 One University Family at any time by written notice to the other, or by One University Family 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 One University Family 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. One University Family' 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. One University Family 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. One University Family is not responsible for the provision, performance and support of your PC. One University Family 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. One University Family 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, One University Family 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 One University Family's sole opinion, is, or is likely to be, detrimental to the provision of the Service to any other One University Family tenant. This includes, but is not limited to, running any application or program that places excessive bandwidth demands on the Service. If One University Family 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). One University Family 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. One University Family 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 One University Family 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 One University Family 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 One University Family. In particular nothing said by any employee or person on behalf of One University Family 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. One University Family shall have no liability for any such representation being untrue or misleading.

Signed on _____, 20____.

Tenant Signature_____

DRAFT
INTERNET
SECURITY PLAN

One University Family DRAFT

Internet Security Plan

Secure wireless networks at One University Family 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 One University Family. One University Family 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. One University Family 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 One University Family 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 One University Family 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

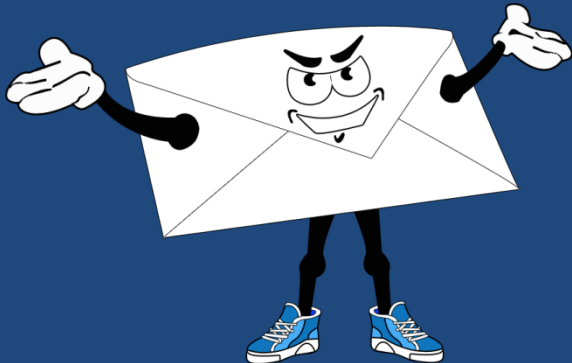
Spam



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/>



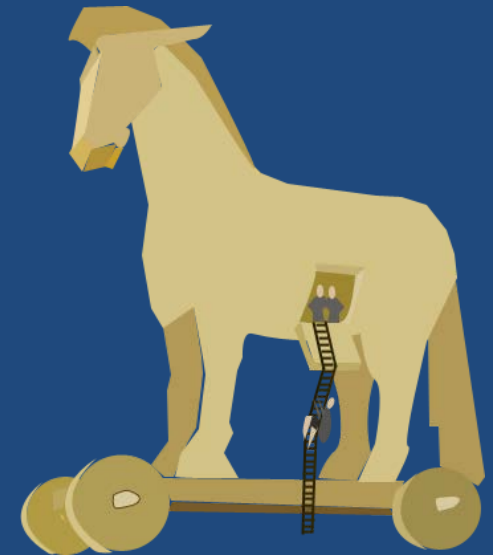
Trojan Horse

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.

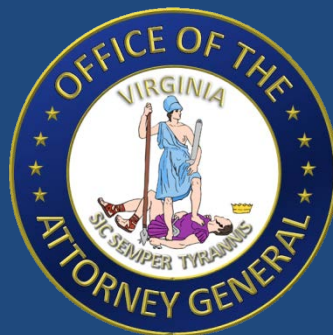
If you are sent something inappropriate, do not share it and don't delete it. Tell an adult immediately. You may feel like you are getting your friend into trouble, but you are protecting yourself and you are protecting them. They may not be thinking about the consequences or the effect this behavior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

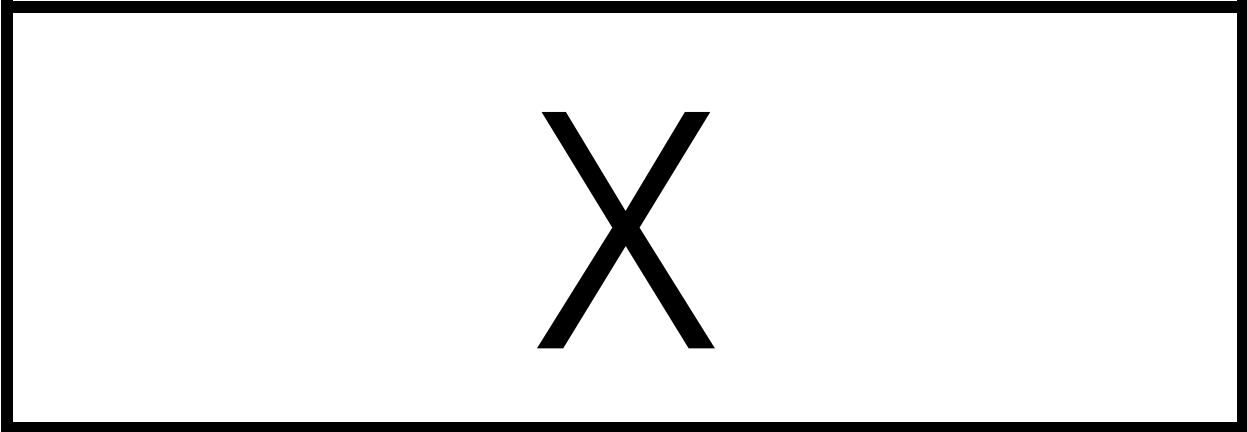
Legal Consequences of Sexting

- 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

One University Family

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 One University Family (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.

One University Family, LLC ("Property Owner"), will engage a VHDA approved and qualified property management firm (the "Property Manager") to manage the operations of One University Family. 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.

I. 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 One University Family. Of these, twelve (12) 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:

Endeppence 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.
- Director, Statewide Housing Initiatives, (804) 343-5615

2. Internet Search

The One University Family 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.

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