

**Waxpool Apartments
Ashburn, Loudoun County**



**Green Street Housing, LLC &
Good Works LP**

VHDA 4% LIHTC Application

December 17th, 2021



2021 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 18, 2021**

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
601 South Belvidere Street
Richmond, Virginia 23220-6500

INSTRUCTIONS FOR THE VIRGINIA 2021 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 18, 2021**. 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:

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

Disclaimer:

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

Entering Data:

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

Please Note:

▶ **VERY IMPORTANT! :** Do not use the copy/cut/paste functions within this document. Pasting fields will corrupt the application and may result in penalties. You may use links to other cells or other documents but do not paste data from one document or field to another.

▶ 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

▶ Also note that some cells contain error messages such as “#DIV/0!” as you begin. These warnings will disappear as the numbers necessary for the calculation are entered.

Assistance:

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

Virginia Housing LIHTC Allocation Staff Contact Information

Name	Email	Phone Number
JD Bondurant	john david.bondurant@virginiahousing.com	(804) 343-5725
Sheila Stone	sheila.stone@virginiahousing.com	(804) 343-5582
Stephanie Flanders	stephanie.flanders@virginiahousing.com	(804) 343-5939
Phil Cunningham	phillip.cunningham@virginiahousing.com	(804) 343-5514
Pamela Freeth	pamela.freeth@virginiahousing.com	(804) 343-5563
Aniyah Moaney	aniyah.moaney@virginiahousing.com	(804) 343-5518

TABLE OF CONTENTS

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

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

2021 Low-Income Housing Tax Credit Application For Reservation

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

- | | |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | \$1,000 Application Fee (MANDATORY) |
| <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 checked="" 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 Virginia Housing: |
| | -Nonprofit Articles of Incorporation -IRS Documentation of Nonprofit Status |
| | -Joint Venture Agreement (if applicable) -For-profit Consulting Agreement (if applicable) |
| <input type="checkbox"/> | Tab J: Relocation Plan and Unit Delivery Schedule (MANDATORY) |
| | Tab K: Documentation of Development Location: |
| <input checked="" type="checkbox"/> | K.1 Revitalization Area Certification |
| <input checked="" type="checkbox"/> | K.2 Location Map |
| <input 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 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 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 |

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date: 12/17/21

1. Development Name: Waxpool Apartments
2. Address (line 1): 21685 Romans Drive
Address (line 2):
City: Ashburn State: VA Zip: 20147
3. If complete address is not available, provide longitude and latitude coordinates (x,y) from a location on site that your surveyor deems appropriate. Longitude: 00.00000 Latitude: 00.00000
(Only necessary if street address or street intersections are not available.)
4. The Circuit Court Clerk's office in which the deed to the development is or will be recorded:
City/County of Loudoun 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: 6110.19
7. Development is located in a Qualified Census Tract..... FALSE
8. Development is located in a Difficult Development Area..... FALSE
9. Development is located in a Revitalization Area based on QCT FALSE
10. Development is located in a Revitalization Area designated by resolution TRUE
11. Development is located in an Opportunity Zone (with a binding commitment for funding)..... FALSE
(If 9, 10 or 11 are True, Action: Provide required form in TAB K1)
12. Development is located in a census tract with a poverty rate of.....

3%	10%	12%
TRUE	FALSE	FALSE

Enter only Numeric Values below:

13. Congressional District: 10
- Planning District: 8
- State Senate District: 13
- State House District: 32

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

[Link to Virginia Housing'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

Waxpool Apartments is a proposed 52 unit new construction affordable multi-family development targeting families in Loudoun County. The four-story building will be over one level parking podium. The project will include a full-time tenant services program, community room, fitness center, computer lab, and tot lot. The development will be primarily financed by 4% LIHTC and Tax-Exempt Bonds through Virginia Housing.

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date: 12/17/21

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 Mr. Tim Hemstreet
Chief Executive Officer's Title: County Administrator Phone: (703) 777-0200
Street Address: 1 Harrison Street, PO Box 7000
City: Leesburg State: VA Zip: 20177

Name and title of local official you have discussed this project with who could answer questions for the local CEO: Sarah Coyle Etro, Executive Director, Loudoun County Office of Housing

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

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

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

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

B. RESERVATION REQUEST INFORMATION

1. Requesting Credits From:

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

or

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

For Tax Exempt Bonds, where are bonds being issued?

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

Skip to Number 4 below.

2. Type(s) of Allocation/Allocation Year

Definitions of types:

a. **Regular Allocation** means all of the buildings in the development are expected to be placed in service this calendar year, 2021.

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, 2021, 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 2021 credits pursuant to Section 42(h)(1)(E).

3. Select Building Allocation type:

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

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

5. Planned Combined 9% and 4% Developments

A site plan has been submitted with this application indicating two developments on the same or contiguous site. One development relates to this 9% allocation request and the remaining development will be a 4% tax exempt bond application. (25, 35 or 45 pts)

Name of companion development:

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

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

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

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

6. Extended Use Restriction

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

Must Select One:

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

1. Owner Information:

Must be an individual or legally formed entity.

Owner Name: Waxpool Apartments, LLC

Developer Name: Green Street Housing, LLC & Good Works Development LP

Contact: M/M ▶ Mr. First: Tom MI: J Last: Ayd

Address: 212 East Main Street, Suite 200

City: Salisbury St. ▶ MD Zip: 21801

Phone: (443) 614-4976 Ext. Fax:

Email address: tom@greenstreethousing.com

Federal I.D. No. 35-2728195 (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.

Chase Powell, chase@greenstreethousing.com, 443-783-8010

- ACTION:** a. Provide Owner's organizational documents (e.g. Partnership agreements and Developer Fe 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	
Waxpool Apartments MM, LLC	443-614-4976	Managing Memb	#####	
GSH Partners, LLC	(443) 614-4976	Co-Manager	50.000%	
Thomas J. Ayd, Jr.	(443) 614-4976	Operating Manager		need:
David F. Layfield, Jr.	(443) 615-7120	Member		need:
Good Works LP	(703) 850-3980	Co-Manager	50.000%	
G. Kimball Hart	(703) 850-3980	General Partner	0.000%	need:

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

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

C. OWNERSHIP INFORMATION

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

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

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

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

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

Action: Must be included on the Virginia Housing 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 Virginia Housing before submitting this application if there are any questions about this requirement.

1. Type of Site Control by Owner:

Applicant controls site by (select one):

Select Type: Purchase Contract

Expiration Date: 8/18/22

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

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

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

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

2. Timing of Acquisition by Owner:

Only one of the following statement should be True.

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

b. TRUE Owner is to acquire property by deed (or lease for period no shorter than period property will be subject to occupancy restrictions) no later than..... 8/18/22 .

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**.)

3. Seller Information:

Name: Waxpool Crossing II, Inc.

D. SITE CONTROL

Address: 5101 Wisconsin Avenue NW, Suite 290

City: Washington St.: DC Zip: 20016

Contact Person: Stephen Collins Phone: (571) 221-5033

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

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

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

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

E. DEVELOPMENT TEAM INFORMATION

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

1. Tax Attorney: Allison Domson, Esq. This is a Related Entity. FALSE
 Firm Name: Williams Mullen
 Address: 200 South 10th Street, Suite 1600, Richmond, VA 23218
 Email: admonson@williamsmullen.com Phone: (804) 420-6915

2. Tax Accountant: Todd Fentress This is a Related Entity. FALSE
 Firm Name: Tidwell Group
 Address: 4249 Easton Way, Suite 210, Columbus, OH 43219
 Email: todd.fentress@tidwellgroup.com Phone: (614) 528-1441

3. Consultant: This is a Related Entity. FALSE
 Firm Name: Role:
 Address:
 Email: Phone:

4. Management Entity: Matt Melnick, President This is a Related Entity. FALSE
 Firm Name: TM Associates Management, Inc.
 Address: 1375 Piccard Drive, Suite 150, Rockville, MD 20850
 Email: mmelnick@tmamgroup.com Phone: (240) 683-0300

5. Contractor: Steve Satterfield, Vice President This is a Related Entity. FALSE
 Firm Name: KBS
 Address: 8050 Kimway Drive, Richmond, VA 23228
 Email: ssatterfield@kbsgc.com Phone: (804) 515-1297

6. Architect: Fred LeGates, Senior Associate This is a Related Entity. FALSE
 Firm Name: Poole & Poole Architecture
 Address: 4240 Park Place Court, Glen Allen, VA 23060
 Email: flegates@2pa.net Phone: (804) 225-0215

7. Real Estate Attorney Allison Domson, Esq. This is a Related Entity. FALSE
 Firm Name: Williams Mullen
 Address: 200 South 10th Street, Suite 1600, Richmond, VA 23218
 Email: adomson@williamsmullen.com Phone: (804) 420-6915

8. Mortgage Banker: Ryne Johnson, President This is a Related Entity. FALSE
 Firm Name: Astoria, LLC
 Address: 3450 Lady Marian Court, Midlothian, VA 23223
 Email: rynejohnson@astoriallc.com Phone: (804) 320-0585

9. Other: This is a Related Entity. FALSE
 Firm Name: Role:
 Address:
 Email: Phone:

F. REHAB INFORMATION

1. Acquisition Credit Information

- a. Credits are being requested for existing buildings being acquired for development. **FALSE**
- b. This development has received a previous allocation of credits..... **FALSE**
 If so, in what year did this development receive credits?
- c. The development is listed on the RD 515 Rehabilitation Priority List?..... **FALSE**
- d. This development is an existing RD or HUD S8/236 development..... **FALSE**

Action: (If True, provide required form in **TAB Q**)

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

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

2. Ten-Year Rule For Acquisition Credits

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

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

F. REHAB INFORMATION

3. Rehabilitation Credit Information

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

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 compliance period...
FALSE d. Own, either directly or through a partnership or limited liability company, 100% of the 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 #3.)

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

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

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 FALSE
Name of Local Housing Authority _____

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

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

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

H. STRUCTURE AND UNITS INFORMATION

General Information

a. Total number of all units in development	52	bedrooms	156
Total number of rental units in development	52	bedrooms	156
Number of low-income rental units	52	bedrooms	156
Percentage of rental units designated low-income	100.00%		
b. Number of new units:.....	52	bedrooms	156
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.....			79,509.00 (Sq. ft.)
e. Unheated Floor Area (i.e. Breezeways, Balconies, Storage).....			18,281.00 (Sq. ft.)
f. Nonresidential Commercial Floor Area (Not eligible for funding).....			0.00
g. Total Usable Residential Heated Area.....			61,228.00 (Sq. ft.)
h. Percentage of Net Rentable Square Feet Deemed To Be New Rental Space .			100.00%
i. Exact area of site in acres	0.870		
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

UNIT MIX

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

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

Unit Type	Average Sq Foot		# of LIHTC Units	Total Rental Units
Supportive Housing	0.00	SF	0	0
1 Story Eff - Elderly	0.00	SF	0	0
1 Story 1BR - Elderly	0.00	SF	0	0
1 Story 2BR - Elderly	0.00	SF	0	0
Eff - Elderly	0.00	SF	0	0
1BR Elderly	0.00	SF	0	0
2BR Elderly	0.00	SF	0	0
Eff - Garden	0.00	SF	0	0
1BR Garden	1049.00	SF	26	26
2BR Garden	1306.00	SF	26	26
3BR Garden	0.00	SF	0	0
4BR Garden	0.00	SF	0	0
2+ Story 2BR Townhouse	0.00	SF	0	0
2+ Story 3BR Townhouse	0.00	SF	0	0
2+ Story 4BR Townhouse	0.00	SF	0	0
			52	52

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

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: _____

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. 1
 Elevator Type (if known) _____

i. Roof Type ▶ Flat
 j. Construction Type ▶ Combination
 k. Primary Exterior Finish ▶ Fiber Cement Siding

Site Amenities (indicate all proposed)

a. Business Center.....	<u>TRUE</u>	f. Limited Access.....	<u>FALSE</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:	_____

l. Describe Community Facilities: _____

m. Number of Proposed Parking Spaces... 91
 Parking is shared with another entity FALSE

n. Development located within 1/2 mile of an existing commuter rail, light rail or subway station or 1/4 mile from existing public bus stop. FALSE
 If **True**, Provide required documentation (**TAB K3**).

H. STRUCTURE AND UNITS INFORMATION

Plans and Specifications

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

- b. The following are due at reservation for Tax Exempt 4% Applications and at allocation for 9% Applications:
 - i. Phase I environmental assessment.
 - ii. Physical needs assessment for any rehab only development.

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

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	3.20%
Project Wide Capture Rate - Market Units	N/A
Project Wide Capture Rate - All Units	3.20%
Project Wide Absorption Period (Months)	3-4 Months

J. ENHANCEMENTS

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

- a. **New Construction:** must meet all criteria for EPA EnergyStar certification.
- b. **Rehabilitation:** renovation must result in at least a 30% performance increase or score an 80 or lower on the HERS
- 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.
- 37.00% b. Percentage of brick or other similar low-maintenance material approved by the Authority covering the exterior walls. Community buildings are to be included in percentage calculations.
- FALSE c. Water expense is sub-metered (the tenant will pay monthly or bi-monthly bill).
- FALSE d. 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
- FALSE h. Each unit is provided free individual WiFi access.
- TRUE i. Full bath fans are wired to primary light with delayed timer or has continuous exhaust by ERV/DOAS.
- or
- FALSE j. Full bath fans are equipped with a humidistat.
- FALSE 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.
- FALSE o. All interior doors within units are solid core.
- FALSE 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.
- FALSE r. Each unit has a shelf or ledge outside the primary entry door located in an interior hallway.

J. ENHANCEMENTS

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

For all developments exclusively serving elderly tenants upon completion of construction/rehabilitation:

FALSE a. All cooking ranges have front controls.

FALSE b. Bathrooms have an independent or supplemental heat source.

FALSE c. All entrance doors have two eye viewers, one at 42" inches and the other at standard height.

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:

FALSE Earthcraft Gold or higher certification

TRUE

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

FALSE U.S. Green Building Council LEED certification

FALSE

Enterprise Green Communities (EGC) Certification

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

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

TRUE Zero Energy Ready Home Requirements

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 Virginia Housing's Universal Design Standards.

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

100% of Total Rental Units

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

If not, please explain:

[Redacted area]



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

Utilities	Enter Allowances by Bedroom Size				
	0-BR	1-BR	2-BR	3-BR	4-BR
Heating	0	21	24	0	0
Air Conditioning	0	5	7	0	0
Cooking	0	5	7	0	0
Lighting	0	17	24	0	0
Hot Water	0	11	15	0	0
Water	0	0	0	0	0
Sewer	0	0	0	0	0
Trash	0	0	0	0	0
Total utility allowance for costs paid by tenant	\$0	\$59	\$75	\$0	\$0

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

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

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

K. SPECIAL HOUSING NEEDS

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

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

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

FALSE

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

(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 (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)

TRUE

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

Special Housing Needs/Leasing Preference:

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

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

Action: Provide Permanent Supportive Housing Certification (Tab S)

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

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

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

Leasing Preferences

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

Organization which holds waiting list: Loudoun County Office of Housing

Contact person: Sarah Coyle Etro

Title: Executive Director

Phone Number: (703) 777-0387

Action: Provide required notification documentation (TAB L)

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

c. Specify the number of low-income units that will serve individuals and families with children by providing three or more bedrooms: 0
% of total Low Income Units 0%

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

K. SPECIAL HOUSING NEEDS

Target Population Leasing Preference

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

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

First Name:

Last Name:

Phone Number: Email:

Rental Assistance

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

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

Rental Assistance Demonstration (RAD) or other PHA conversion to based rental assistance.

Section 8 New Construction Substantial Rehabilitation

Section 8 Moderate Rehabilitation

Section 8 Certificates

Section 8 Project Based Assistance

RD 515 Rental Assistance

Section 8 Vouchers
*Administering Organization

State Assistance
*Administering Organization

Other:

K. SPECIAL HOUSING NEEDS

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

FALSE

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

d. Number of units receiving assistance:

How many years in rental assistance contract?

Expiration date of contract:

There is an Option to Renew.....

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 CATEG

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

a. Units Provided Per Household Type:


Income Levels		Avg Inc.
# of Units	% of Units	
0	0.00%	20% Area Median
0	0.00%	30% Area Median
0	0.00%	40% Area Median
0	0.00%	50% Area Median
52	100.00%	60% Area Median
0	0.00%	70% Area Median
0	0.00%	80% Area Median
0	0.00%	Market Units
52	100.00%	Total

Rent Levels		Avg Inc.
# of Units	% of Units	
0	0.00%	20% Area Median
0	0.00%	30% Area Median
0	0.00%	40% Area Median
0	0.00%	50% Area Median
52	100.00%	60% Area Median
0	0.00%	70% Area Median
0	0.00%	80% Area Median
0	0.00%	Market Units
52	100.00%	Total

- b. The development plans to utilize average income..... **FALSE**
 If true, should the points based on the units assigned to the levels above **be waived** and therefore not required for co
 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	60% AMI	7	4	684.00	\$1,350.00	\$9,450
Mix 2	1 BR - 1 Bath	60% AMI	4		695.00	\$1,350.00	\$5,400
Mix 3	1 BR - 1 Bath	60% AMI	4		695.00	\$1,350.00	\$5,400
Mix 4	1 BR - 1 Bath	60% AMI	7		788.00	\$1,350.00	\$9,450
Mix 5	1 BR - 1 Bath	60% AMI	4		684.00	\$1,350.00	\$5,400
Mix 6							\$0
Mix 7	2 BR - 2 Bath	60% AMI	7	4	934.00	\$1,616.00	\$11,312
Mix 8	2 BR - 2 Bath	60% AMI	3		954.00	\$1,616.00	\$4,848
Mix 9	2 BR - 2 Bath	60% AMI	16		1013.00	\$1,616.00	\$25,856
Mix 10							\$0
Mix 11							\$0
Mix 12							\$0

L. UNIT DETAILS

Mix 13									\$0
Mix 14									\$0
Mix 15									\$0
Mix 16									\$0
Mix 17									\$0
Mix 18									\$0
Mix 19									\$0
Mix 20									\$0
Mix 21									\$0
Mix 22									\$0
Mix 23									\$0
Mix 24									\$0
Mix 25									\$0
Mix 26									\$0
Mix 27									\$0
Mix 28									\$0
Mix 29									\$0
Mix 30									\$0
Mix 31									\$0
Mix 32									\$0
Mix 33									\$0
Mix 34									\$0
Mix 35									\$0
Mix 36									\$0
Mix 37									\$0
Mix 38									\$0
Mix 39									\$0
Mix 40									\$0
Mix 41									\$0
Mix 42									\$0
Mix 43									\$0
Mix 44									\$0
Mix 45									\$0
Mix 46									\$0
Mix 47									\$0
Mix 48									\$0
Mix 49									\$0
Mix 50									\$0
Mix 51									\$0
Mix 52									\$0
Mix 53									\$0
Mix 54									\$0
Mix 55									\$0
Mix 56									\$0
Mix 57									\$0
Mix 58									\$0
Mix 59									\$0
Mix 60									\$0
Mix 61									\$0
Mix 62									\$0
Mix 63									\$0
Mix 64									\$0

L. UNIT DETAILS

Mix 65										\$0
Mix 66										\$0
Mix 67										\$0
Mix 68										\$0
Mix 69										\$0
Mix 70										\$0
Mix 71										\$0
Mix 72										\$0
Mix 73										\$0
Mix 74										\$0
Mix 75										\$0
Mix 76										\$0
Mix 77										\$0
Mix 78										\$0
Mix 79										\$0
Mix 80										\$0
Mix 81										\$0
Mix 82										\$0
Mix 83										\$0
Mix 84										\$0
Mix 85										\$0
Mix 86										\$0
Mix 87										\$0
Mix 88										\$0
Mix 89										\$0
Mix 90										\$0
Mix 91										\$0
Mix 92										\$0
Mix 93										\$0
Mix 94										\$0
Mix 95										\$0
Mix 96										\$0
Mix 97										\$0
Mix 98										\$0
Mix 99										\$0
Mix 100										\$0
TOTALS			52		8					\$77,116

Total Units	52	Net Rentable SF: TC Units	44,208.00
		MKT Units	0.00
		Total NR SF:	44,208.00

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

M. OPERATING EXPENSES

Administrative:

Use Whole Numbers Only!

1. Advertising/Marketing			\$1,500
2. Office Salaries			\$0
3. Office Supplies			\$5,100
4. Office/Model Apartment	(type _____)		\$0
5. Management Fee			\$35,500
	<u>4.01%</u> of EGI	<u>\$682.69</u> Per Unit	
6. Manager Salaries			\$40,000
7. Staff Unit (s)	(type _____)		\$0
8. Legal			\$3,000
9. Auditing			\$6,000
## Bookkeeping/Accounting Fees			\$0
## Telephone & Answering Service			\$3,315
## Tax Credit Monitoring Fee			\$1,820
## Miscellaneous Administrative			\$103,056
Total Administrative			\$199,291

Utilities

## Fuel Oil			\$0
## Electricity			\$10,363
## Water			\$11,873
## Gas			\$0
## Sewer			\$15,227
Total Utility			\$37,463

Operating:

## Janitor/Cleaning Payroll			\$0
## Janitor/Cleaning Supplies			\$250
## Janitor/Cleaning Contract			\$8,000
## Exterminating			\$3,600
## Trash Removal			\$7,500
## Security Payroll/Contract			\$1,275
## Grounds Payroll			\$0
## Grounds Supplies			\$150
## Grounds Contract			\$12,300
## Maintenance/Repairs Payroll			\$40,000
## Repairs/Material			\$8,735
## Repairs Contract			\$2,800
## Elevator Maintenance/Contract			\$0
## Heating/Cooling Repairs & Maintenance			\$500
## Pool Maintenance/Contract/Staff			\$0
## Snow Removal			\$1,300
## Decorating/Payroll/Contract			\$1,950
## Decorating Supplies			\$0
## Miscellaneous			\$0
Totals Operating & Maintenance			\$88,360

M. OPERATING EXPENSES

Taxes & Insurance

## Real Estate Taxes	\$60,000
## Payroll Taxes	\$10,703
## Miscellaneous Taxes/Licenses/Permits	\$2,716
## Property & Liability Insurance	\$16,640
## Fidelity Bond	\$0
## Workman's Compensation	\$1,283
## Health Insurance & Employee Benefits	\$9,400
## Other Insurance	\$0
Total Taxes & Insurance	\$100,742

Total Operating Expense **\$425,856**

Total Operating Expenses Per Unit	\$8,190	C. Total Operating Expenses as % of	48.07%
--	----------------	--	---------------

Replacement Reserves (Total # Units X \$300 or \$250 New Const. Elderly Mini **\$15,600**

Total Expenses	\$441,456
-----------------------	------------------

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

N. PROJECT SCHEDULE

ACTIVITY	ACTUAL OR ANTICIPATED DATE	NAME OF RESPONSIBLE PERSON
1. SITE		
a. Option/Contract	9/29/21	G. Kimball Hart
b. Site Acquisition	6/31/21	G. Kimball Hart
c. Zoning Approval	1/19/21	G. Kimball Hart
d. Site Plan Approval	11/1/22	G. Kimball Hart
2. Financing		
a. Construction Loan		
i. Loan Application	12/1/21	Chase Powell
ii. Conditional Commitment	2/1/22	Chase Powell
iii. Firm Commitment	4/1/22	Chase Powell
b. Permanent Loan - First Lien		
i. Loan Application	12/1/21	Chase Powell
ii. Conditional Commitment	2/1/22	Chase Powell
iii. Firm Commitment	4/1/22	Chase Powell
c. Permanent Loan-Second Lien		
i. Loan Application	12/1/21	Chase Powell
ii. Conditional Commitment	2/1/22	Chase Powell
iii. Firm Commitment	4/1/22	Chase Powell
d. Other Loans & Grants		
i. Type & Source, List	Loudoun HTF	Chase Powell
ii. Application	10/1/21	Chase Powell
iii. Award/Commitment	1/15/22	Chase Powell
2. Formation of Owner	9/3/21	G. Kimball Hart
3. IRS Approval of Nonprofit Status	N/A	N/A
4. Closing and Transfer of Property to Owner	6/31/21	G. Kimball Hart
5. Plans and Specifications, Working Drawings	4/31/21	Chase Powell
6. Building Permit Issued by Local Government	5/31/22	G. Kimball Hart
7. Start Construction	7/1/22	Chase Powell
8. Begin Lease-up	6/31/23	Chase Powell
9. Complete Construction	6/31/23	Chase Powell
10. Complete Lease-Up	9/31/23	Chase Powell
11. Credit Placed in Service Date	6/31/23	Chase Powell

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"
Must Use Whole Numbers Only!				
1. Contractor Cost				
a. Unit Structures (New)	10,964,912	0	10,964,912	0
b. Unit Structures (Rehab)	0	0	0	0
c. Non Residential Structures	0	0	0	0
d. Commercial Space Costs	0	0	0	0
e. Structured Parking Garage	0	0	0	0
Total Structure	10,964,912	0	10,964,912	0
f. Earthwork	0	0	0	0
g. Site Utilities	0	0	0	0
h. Roads & Walks	0	0	0	0
i. Site Improvements	0	0	0	0
j. Lawns & Planting	0	0	0	0
k. Engineering	0	0	0	0
l. Off-Site Improvements	0	0	0	0
m. Site Environmental Mitigation	0	0	0	0
n. Demolition	0	0	0	0
o. Site Work	0	0	0	0
p. Other Site work	0	0	0	0
Total Land Improvements	0	0	0	0
Total Structure and Land	10,964,912	0	10,964,912	0
q. General Requirements	657,895	0	657,895	0
r. Builder's Overhead (2.0% Contract)	219,298	0	219,298	0
s. Builder's Profit (6.0% Contract)	657,895	0	657,895	0
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	\$12,500,000	\$0	\$12,500,000	\$0

O. PROJECT BUDGET - OWNER COSTS

MUST USE WHOLE NUMBERS ONLY!

Item	(A) Cost	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
		"30% Present Value Credit"		(D)
		(B) Acquisition	(C) Rehab/ New Construction	"70 % Present Value Credit"
2. Owner Costs				
a. Building Permit	85,000	0	85,000	0
b. Architecture/Engineering Design Fee \$4,615 /Unit)	240,000	0	240,000	0
c. Architecture Supervision Fee \$2,115 /Unit)	110,000	0	110,000	0
d. Tap Fees	745,000	0	745,000	0
e. Environmental	10,000	0	10,000	0
f. Soil Borings	15,000	0	15,000	0
g. Green Building (Earthcraft, LEED, etc.)	30,000	0	30,000	0
h. Appraisal	10,000	0	10,000	0
i. Market Study	5,750	0	5,750	0
j. Site Engineering / Survey	65,000	0	65,000	0
k. Construction/Development Mgt	0	0	0	0
l. Structural/Mechanical Study	0	0	0	0
m. Construction Loan Origination Fee	176,734	0	44,200	0
n. Construction Interest (2.1% fo 24 months)	314,000	0	157,000	0
o. Taxes During Construction	60,000	0	0	0
p. Insurance During Construction	16,640	0	0	0
q. Permanent Loan Fee (0.0%)	0	0	0	0
r. Other Permanent Loan Fees	0	0	0	0
s. Letter of Credit	0	0	0	0
t. Cost Certification Fee	21,000	0	15,000	0
u. Accounting	10,000	0	10,000	0
v. Title and Recording	100,000	0	50,000	0
w. Legal Fees for Closing	150,000	0	75,000	0
x. Mortgage Banker	81,600	0	4,420	0
y. Tax Credit Fee	50,000			
z. Tenant Relocation		0	0	0
aa. Fixtures, Furnitures and Equipment	100,000	0	100,000	0
ab. Organization Costs	0	0		0
ac. Operating Reserve	413,910	0	0	0
ad. Contingency	625,000	0	500,000	0
ae. Security	25,000	0	25,000	0
af. Utilities	75,000	0	75,000	0

O. PROJECT BUDGET - OWNER COSTS

(1) Other* specify Marketing	28,000	0	0	0
(2) Other* specify Construction Inspection	30,000	0	30,000	0
(3) Other* specify Syndication Fee	50,000	0	0	0
(4) Other* specify Lease Up Reserve	52,000	0	0	0
(5) Other* specify	0	0	0	0
(6) Other* specify	0	0	0	0
(7) Other* specify	0	0	0	0
(8) Other* specify	0	0	0	0
(9) Other* specify	0	0	0	0
### Other* specify	0	0	0	0
Owner Costs Subtotal (Sum 2A..2(10))	\$3,694,634	\$0	\$2,401,370	\$0
Subtotal 1 + 2 (Owner + Contractor Costs)	\$16,194,634	\$0	\$14,901,370	\$0
3. Developer's Fees	1,850,371	0	1,850,371	0
Action: Provide Developer Fee Agreement (Tab A)				
4. Owner's Acquisition Costs				
Land	1,560,000			
Existing Improvements	0	0		
Subtotal 4:	\$1,560,000	\$0		
5. Total Development Costs				
Subtotal 1+2+3+4:	\$19,605,005	\$0	\$16,751,741	\$0

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

(Provide documentation at Tab E)

\$0	Land
\$0	Building

Maximum Developer Fee:

\$1,850,371

Proposed Development's Cost per Sq Foot
Applicable Cost Limit by Square Foot:

\$227 **Meets Limits**
\$390

2021 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	19,605,005	0	16,751,741	0

2. Reductions in Eligible Basis

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

3. Total Eligible Basis (1 - 2 above)

0	16,751,741	0
---	------------	---

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

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

Total Adjusted Eligible basis

16,751,741	0
------------	---

5. Applicable Fraction

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

6. Total Qualified Basis

(Eligible Basis x Applicable Fraction)

0	16,751,741	0
---	------------	---

7. Applicable Percentage

(Beginning in 2021, All Tax Exempt requests should use the standard 4% rate and all 9% requests should use the standard 9% rate.)

0.00%	4.00%	0.00%
-------	-------	-------

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	\$670,070	\$0
-----	-----------	-----

\$670,070	Combined 30% & 70% P. V. Credit
-----------	---------------------------------

Q. SOURCES OF FUNDS

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

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

	Source of Funds	Date of Application	Date of Commitment	Amount of Funds	Name of Contact Person
1.	VHDA Long Term Bond	12/01/21	04/01/22	\$8,157,014	
2.	Short Term Bond	12/01/21	04/01/22	\$1,719,321	
3.					
Total Construction Funding:				\$9,876,335	

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

	Source of Funds	Date of Application	Date of Commitment	Amount of Funds	Annual Debt Service Cost	Interest Rate of Loan	Amortization Period IN YEARS	Term of Loan (years)
1.	VHDA Tax-Exempt	12/1/21	4/1/21	\$3,390,614	\$180,642	4.02%	35.00	35.00
2.	VHDA Reach	12/1/21	4/1/21	\$2,766,400	\$126,833	2.95%	35.00	35.00
3.	VHDA Reach +	12/1/21	4/1/21	\$2,000,000	\$78,889	1.95%	35.00	35.00
4.	Loudoun HTF	10/1/21	1/15/22	\$2,535,000			35.00	35.00
5.	Amazon Reach	9/30/21	2/1/22	\$2,545,000			35.00	35.00
6.								
7.								
8.								
9.								
10.								
Total Permanent Funding:				\$13,237,014	\$386,364			

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.					

Q. SOURCES OF FUNDS

Total Permanent Grants:

\$0

Q. SOURCES OF FUNDS

4. Subsidized Funding

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

5. Recap of Federal, State, and Local Funds

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

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

Below-Market Loans

TE: See Below For 50% Test Status

a.	Tax Exempt Bonds	\$9,876,335
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: Loudoun HTF	\$2,535,000
i.	Other: Amazon REACH	\$2,545,000

Market-Rate Loans

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

Grants*

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

Grants

c.	State	
d.	Local	
e.	Other:	

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

Q. SOURCES OF FUNDS

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

For purposes of the 50% Test, and based only on the data entered to this application, the portion of the aggregate basis of buildings and land financed with tax-exempt funds is: **53.93%**

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

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

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

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

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

c. **FALSE** Other _____

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

R. EQUITY

1. Equity

a. Portion of Syndication Proceeds Attributable to Historic Tax Credit

Amount of Federal historic credits	\$0	x Equity \$	\$0.000	=	\$0
Amount of Virginia historic credits	\$0	x Equity \$	\$0.000	=	\$0

b. Equity that Sponsor will Fund:

i. Cash Investment	\$0	
ii. Contributed Land/Building	\$0	
iii. Deferred Developer Fee	\$270,355	(Note: Deferred Developer Fee cannot be negative.)
iv. Other:	\$0	

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

Equity Total \$270,355

2. Equity Gap Calculation

a. Total Development Cost	\$19,605,005
b. Total of Permanent Funding, Grants and Equity	- \$13,507,369
c. Equity Gap	\$6,097,636
d. Developer Equity	- \$609
e. Equity gap to be funded with low-income tax credit proceeds	\$6,097,027

3. Syndication Information (If Applicable)

a. Actual or Anticipated Name of Syndicator: The Richman Group Affordable Housing Corporation
 Contact Person: Jason Wilber Phone: (203) 869-0900
 Street Address: 777 West Putnam Avenue
 City: Greenwich, CT ▶ State: _____ Zip: 6830

b. Syndication Equity

i. Anticipated Annual Credits	\$670,070.00
ii. Equity Dollars Per Credit (e.g., \$0.85 per dollar of credit)	\$0.910
iii. Percent of ownership entity (e.g., 99% or 99.9%)	99.99000%
iv. Syndication costs not included in Total Development Costs (e.g., advisory fees)	\$0
v. Net credit amount anticipated by user of credits	\$670,003
vi. Total to be paid by anticipated users of credit (e.g., limited partners)	\$6,097,027

c. Syndication: Private

d. Investors: Corporate

4. Net Syndication Amount

Which will be used to pay for Total Development Costs \$6,097,027

5. Net Equity Factor

Must be equal to or greater than 85% 90.9999964732%

S. DETERMINATION OF RESERVATION AMOUNT NEEDED

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

1. Total Development Costs		<u>\$19,605,005</u>
2. Less Total of Permanent Funding, Grants and Equity	-	<u>\$13,507,369</u>
3. Equals Equity Gap		<u>\$6,097,636</u>
4. Divided by Net Equity Factor (Percent of 10-year credit expected to be raised as equity investment)		<u>90.9999964732%</u>
5. Equals Ten-Year Credit Amount Needed to Fund Gap		<u>\$6,700,699</u>
Divided by ten years		<u>10</u>
6. Equals Annual Tax Credit Required to Fund the Equity Gap		<u>\$670,070</u>
7. Maximum Allowable Credit Amount (from Eligible Basis Calculation)		<u>\$670,070</u>
8. Requested Credit Amount	For 30% PV Credit:	<u>\$670,070</u>
	For 70% PV Credit:	<u>\$0</u>
Credit per LI Units	<u>\$12,885.9615</u>	Combined 30% & 70% PV Credit Requested
Credit per LI Bedroom	<u>\$4,295.3205</u>	

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	\$77,116
Plus Other Income Source (list) <u>Tenant Charges</u>	\$588
Equals Total Monthly Income:	<u>\$77,704</u>
Twelve Months	x12
Equals Annual Gross Potential Income	<u>\$932,448</u>
Less Vacancy Allowance <u>5.0%</u>	<u>\$46,622</u>
Equals Annual Effective Gross Income (EGI) - Low Income Units	<u>\$885,826</u>

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

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

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

3. Cash Flow (First Year)

a. Annual EGI Low-Income Units	<u>\$885,826</u>
b. Annual EGI Market Units	<u>\$0</u>
c. Total Effective Gross Income	<u>\$885,826</u>
d. Total Expenses	<u>\$441,456</u>
e. Net Operating Income	<u>\$444,370</u>
f. Total Annual Debt Service	<u>\$386,364</u>
g. Cash Flow Available for Distribution	<u>\$58,006</u>

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	885,826	903,542	921,613	940,045	958,846
Less Oper. Expenses	441,456	454,700	468,341	482,391	496,863
Net Income	444,370	448,842	453,272	457,654	461,984
Less Debt Service	386,364	386,364	386,364	386,364	386,364
Cash Flow	58,006	62,478	66,908	71,290	75,620
Debt Coverage Ratio	1.15	1.16	1.17	1.18	1.20

	Year 6	Year 7	Year 8	Year 9	Year 10
Eff. Gross Income	978,023	997,584	1,017,535	1,037,886	1,058,644
Less Oper. Expenses	511,768	527,122	542,935	559,223	576,000
Net Income	466,255	470,462	474,600	478,663	482,644
Less Debt Service	386,364	386,364	386,364	386,364	386,364
Cash Flow	79,891	84,098	88,236	92,299	96,280
Debt Coverage Ratio	1.21	1.22	1.23	1.24	1.25

	Year 11	Year 12	Year 13	Year 14	Year 15
Eff. Gross Income	1,079,816	1,101,413	1,123,441	1,145,910	1,168,828
Less Oper. Expenses	593,280	611,078	629,411	648,293	667,742
Net Income	486,537	490,334	494,030	497,617	501,086
Less Debt Service	386,364	386,364	386,364	386,364	386,364
Cash Flow	100,173	103,970	107,666	111,253	114,722
Debt Coverage Ratio	1.26	1.27	1.28	1.29	1.30

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.		52		21685 Romans Drive		Ashburn	VA	20147				\$0	\$16,751,741	07/31/23	4.00%	\$670,070				\$0
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

52 0

Totals from all buildings

\$0

\$0

#####

\$670,070

\$0

\$0

Number of BINS: 1

V. STATEMENT OF OWNER

The undersigned hereby acknowledges the following:

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

V. STATEMENT OF OWNER

- 10. that the requirements for applying for the credits and the terms of any reservation or allocation thereof are subject to change at any time by federal or state law, federal, state or Virginia Housing regulations, or other binding authority.
- 11. that reservations may be made subject to certain conditions to be satisfied prior to allocation and shall in all cases be contingent upon the receipt of a nonrefundable application fee of \$1000 and a nonrefundable reservation fee equal to 7% of the annual credit amount reserved.
- 12. that a true, exact, and complete copy of this application, including all the supporting documentation enclosed herewith, has been provided to the tax attorney who has provided the required attorney's opinion accompanying this submission.
- 13. that the undersigned has provided a complete list of all residential real estate developments in which the general partner(s) has (have) or had a controlling ownership interest and, in the case of those projects allocated credits under Section 42 of the IRC, complete information on the status of compliance with Section 42 and an explanation of any noncompliance. The undersigned hereby authorizes the Housing Credit Agencies of states in which these projects are located to share compliance information with the Authority.
- 14. that any principal of undersigned has not participated in a planned foreclosure or Qualified Contract request in Virginia after January 1, 2019.
- 15. that undersigned 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 Virginia Housing's inability to process the application. The original or copy of this application may be retained by Virginia Housing, even if tax credits are not allocated to the undersigned.

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

Legal Name of Owner Waxpool Apartments, LLC

By: 

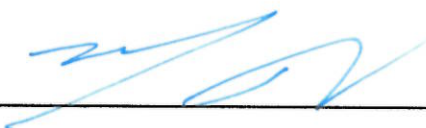
Its: Co-Manager, Waxpool Apartments MM, LLC
(Title)

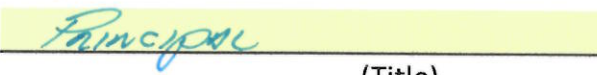
V. STATEMENT OF ARCHITECT

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

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

Legal Name of Architect:	Michael R. Poole
Virginia License#:	0401011493
Architecture Firm or Company:	Poole & Poole Architecture, LLC

By: 

Its: 

(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 reservation application. Other items, denoted below in the yellow shaded cells, are typically evaluated by Virginia Housing's staff during the application review and feasibility process. For purposes of self scoring, we have made certain assumptions about your application. Edit the appropriate responses (Y or N) in the yellow shaded cells, if applicable. Item 5f requires a numeric value to be entered.

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

MANDATORY ITEMS:

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

1. READINESS:

a. Virginia Housing notification letter to CEO (via Locality Notification Information App)	Y	0 or -50	0.00
b. Local CEO Opposition Letter	N	0 or -25	0.00
c. Plan of development	N	0 or 40	0.00
d. Location in a revitalization area based on Qualified Census Tract	N	0 or 10	0.00
e. Location in a revitalization area with resolution	Y	0 or 15	15.00
f. Location in a Opportunity Zone	N	0 or 15	0.00
Total:			15.00

2. HOUSING NEEDS CHARACTERISTICS:

a. Sec 8 or PHA waiting list preference	Y	0 or up to 5	5.00
b. Existing RD, HUD Section 8 or 236 program	N	0 or 20	0.00
c. Subsidized funding commitments	0.00%	Up to 40	0.00
d. Tax abatement on increase of property's value	N	0 or 5	0.00
e. New project based rental subsidy (HUD or RD)	N	0 or 10	0.00
f. Census tract with <12% poverty rate	3%	0, 20, 25 or 30	30.00
g. Development listed on the Rural Development Rehab Priority List	N	0 or 15	0.00
h. Dev. located in area with little or no increase in rent burdened population	N	Up to -20	0.00
i. Dev. located in area with increasing rent burdened population	Y	Up to 20	20.00
Total:			55.00

3. DEVELOPMENT CHARACTERISTICS:

a. Enhancements (See calculations below)			33.00
b. Project subsidies/HUD 504 accessibility for 5 or 10% of units	N	0 or 60	0.00
or c. HCV Payment Standard/HUD 504 accessibility for 5 or 10% of units	N	0 or 30	0.00
or d. HUD 504 accessibility for 5% of units	Y	0 or 15	15.00
e. Proximity to public transportation (within Northern VA or Tidewater)	N	0, 10 or 20	0.00
f. Development will be Green Certified	Y	0 or 10	10.00
g. Units constructed to meet Virginia Housing's Universal Design standards	100%	Up to 15	15.00
h. Developments with less than 100 units	Y	up to 20	19.20
i. Historic Structure	N	0 or 5	0.00
Total:			92.20

4. TENANT POPULATION CHARACTERISTICS:

Locality AMI	State AMI
\$126,000	\$62,300

a. Less than or equal to 20% of units having 1 or less bedrooms	N	0 or 15	0.00
b. <plus> Percent of Low Income units with 3 or more bedrooms Units with rent and income at or below 30% of AMI and are not subsidized (up to	0.00%	Up to 15	0.00
c. 10% of LI units)	0.00%	Up to 10	0.00
d. Units with rents at or below 40% of AMI (up to 10% of LI units)	0.00%	Up to 10	0.00
e. Units with rent and income at or below 50% of AMI	0.00%	Up to 50	0.00
f. Units with rents at or below 50% rented to tenants at or below 60% of AMI	0.00%	Up to 25	0.00
or g. Units in LI Jurisdictions with rents <= 50% rented to tenants with <= 60% of AMI	0.00%	Up to 50	0.00
Total:			0.00

5. SPONSOR CHARACTERISTICS:

a. Developer experience - 3 developments with 3 x units or 6 developments with 1 x unit	N	0 or 50	0.00
or b. Developer experience - 3 developments and at least 500,000 in liquid assets	Y	0 or 50	50.00
or c. Developer experience - 1 development with 1 x units	N	0 or 10	0.00
d. Developer experience - life threatening hazard	N	0 or -50	0.00
e. Developer experience - noncompliance	N	0 or -15	0.00
f. Developer experience - did not build as represented	0	0 or -2x	0.00
g. Developer experience - failure to provide minimum building requirements	N	0 or -20	0.00
h. Developer experience - termination of credits by Virginia Housing	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:			50.00

6. EFFICIENT USE OF RESOURCES:

a. Credit per unit		Up to 200	130.54
b. Cost per unit		Up to 100	24.34
Total:			154.88

7. BONUS POINTS:

a. Extended compliance	0 Years	40 or 50	0.00
or b. Nonprofit or LHA purchase option	N	0 or 60	0.00
or c. Nonprofit or LHA Home Ownership option	N	0 or 5	0.00
d. Combined 9% and 4% Tax Exempt Bond Site Plan	N	Up to 45	0.00

e. RAD or PHA Conversion participation and competing in Local Housing Authority pool	N	0 or 10	<u>0.00</u>
Total:			<u>0.00</u>
425 Point Threshold - all 9% Tax Credits		TOTAL SCORE:	<u>367.08</u>
325 Point Threshold - Tax Exempt Bonds			

Enhancements:

All units have:	Max Pts	Score
a. Community Room	5	5.00
b. Exterior walls constructed with brick and other low maintenance material	25	13.00
c. Sub metered water expense	5	0.00
d. Watersense labeled faucets, toilets and showerheads	3	0.00
e. Infrastructure for high speed internet/broadband	1	1.00
f. Free WiFi Access in community room	4	4.00
g. Each unit provided free individual high speed internet access	6	0.00
h. Each unit provided free individual WiFi	8	0.00
i. Bath Fan - Delayed timer or continuous exhaust	3	3.00
j. Baths equipped with humidistat	3	0.00
k. Cooking Surfaces equipped with fire prevention features	4	0.00
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	0.00
p. USB in kitchen, living room and all bedrooms	1	0.00
q. LED Kitchen Light Fixtures	2	2.00
r. Shelf or Ledge at entrance within interior hallway	2	0.00
s. New Construction: Balcony or patio	4	0.00
		<u>33.00</u>
All elderly units have:		
t. Front-control ranges	1	0.00
u. Independent/suppl. heat source	1	0.00
v. Two eye viewers	1	0.00
		<u>0.00</u>
Total amenities:		<u>33.00</u>

X. Development Summary

Summary Information 2021 Low-Income Housing Tax Credit Application For Reservation

Deal Name: Waxpool Apartments

Cycle Type: 4% Tax Exempt Bonds Credits **Requested Credit Amount:** \$670,070
Allocation Type: N/A **Jurisdiction:** Loudoun County
Total Units: 52 **Population Target:** General
Total LI Units: 52
Project Gross Sq Ft: 79,509.00 **Owner Contact:** Tom Ayd
Green Certified? TRUE

Total Score
367.08

Source of Funds	Amount	Per Unit	Per Sq Ft	Annual Debt Service
Permanent Financing	\$13,237,014	\$254,558	\$166	\$386,364

Uses of Funds - Actual Costs				
Type of Uses	Amount	Per Unit	Sq Ft	% of TDC
Improvements	\$10,964,912	\$210,864	\$138	55.93%
General Req/Overhead/Profit	\$1,535,088	\$29,521	\$19	7.83%
Other Contract Costs	\$0	\$0	\$0	0.00%
Owner Costs	\$3,694,634	\$71,051	\$46	18.85%
Acquisition	\$1,560,000	\$30,000	\$20	7.96%
Developer Fee	\$1,850,371	\$35,584	\$23	9.44%
Total Uses	\$19,605,005	\$377,019		

Total Development Costs	
Total Improvements	\$16,194,634
Land Acquisition	\$1,560,000
Developer Fee	\$1,850,371
Total Development Costs	\$19,605,005

Income	
Gross Potential Income - LI Units	\$932,448
Gross Potential Income - Mkt Unit:	\$0
Subtotal	\$932,448
Less Vacancy %	5.00%
	\$46,622
Effective Gross Income	\$885,826

Proposed Cost Limit/Sq Ft: \$227
Applicable Cost Limit/Sq Ft: \$390

Unit Breakdown	
Supp Hsg	0
# of Eff	0
# of 1BR	26
# of 2BR	26
# of 3BR	0
# of 4+ BR	0
Total Units	52

Rental Assistance? FALSE

Expenses		
Category	Total	Per Unit
Administrative	\$199,291	\$3,833
Utilities	\$37,463	\$720
Operating & Maintenance	\$88,360	\$1,699
Taxes & Insurance	\$100,742	\$1,937
Total Operating Expenses	\$425,856	\$8,190
Replacement Reserves	\$15,600	\$300
Total Expenses	\$441,456	\$8,490

	Income Levels	Rent Levels
	# of Units	# of Units
<=30% AMI	0	0
40% AMI	0	0
50% AMI	0	0
60% AMI	52	52
>60% AMI	0	0
Market	0	0

Cash Flow	
EGI	\$885,826
Total Expenses	\$441,456
Net Income	\$444,370
Debt Service	\$386,364
Debt Coverage Ratio (YR1):	1.15

Income Averaging? FALSE

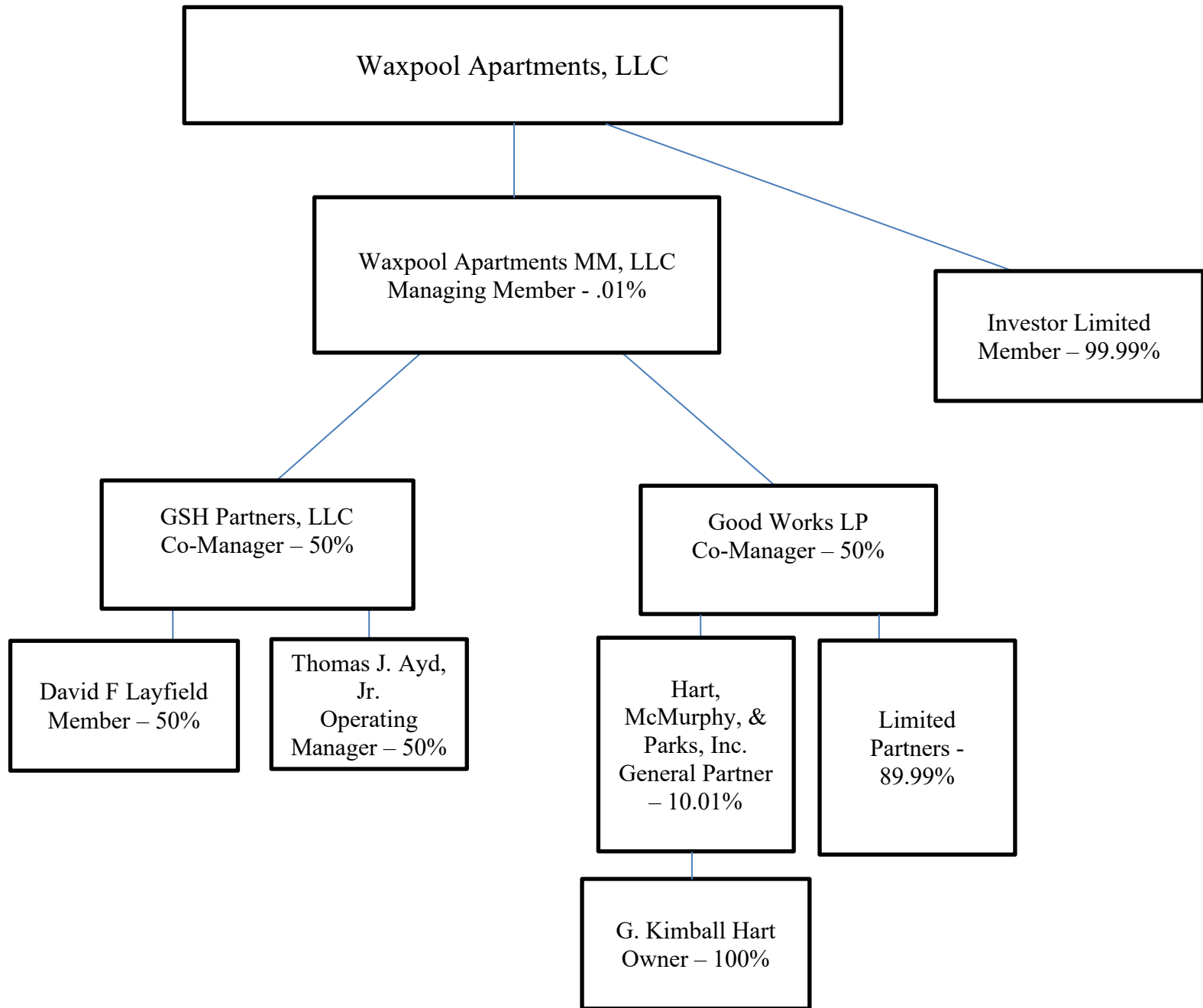
Extended Use Restriction? 30

A

Partnership or Operating Agreement

Including **chart of ownership structure with percentage of interests** and **draft developer fee agreement**
(MANDATORY)

ORGANIZATIONAL CHART FOR WAXPOOL APARTMENTS, LLC



**OPERATING AGREEMENT
OF
WAXPOOL APARTMENTS, LLC**

SEPTEMBER 4, 2021

Operating Agreement

This Operating Agreement, dated effective as of September 4, 2021 (the “Operating Agreement”) is made by **WAXPOOL APARTMENTS MM, LLC**, a Virginia limited liability company (the “Member”) as the sole member of **WAXPOOL APARTMENTS, LLC**, a Virginia limited liability company (the “Company”), to set forth the terms and conditions on which the management, business and financial affairs of the Company shall be conducted.

Section 1 Organization and Purpose

1.01 *Formation of Company.* The Member has caused the Company to be organized as a limited liability company under the Virginia Limited Liability Company Act, Virginia Code §13.1-100, *et seq.* (the “Act”). The Articles of Organization of the Company (the “Articles”) were filed with the Virginia State Corporation Commission and a Certificate of Organization was issued on September 4, 2021.

1.02 *Capital Contributions; Sole Member.* The Member has agreed to make the contributions to the capital of the Company set forth on Exhibit A. In exchange for such capital contributions, the Member shall receive membership interests in the Company set forth on Exhibit A.

1.03 *Purpose.* The Company was organized to develop, redevelop, construct, own, operate, and finance multifamily, income-restricted apartments on a site in the Ashburn Election District in Loudoun County, Virginia owned by Waxpool Crossing II, Inc., and all lawful activities as may be necessary, incidental or convenient to carrying out the business of the Company as contemplated in this Operating Agreement. The Company may also pursue any other lawful activity that is approved by the Member.

1.04 *Registered Agent.* As of the date of this Agreement, the address of the Company’s registered office is 200 S. 10th Street, Suite 1600, Richmond, Virginia 23219, and its registered agent is Alexander C. Graham, Jr., Esq., who is a member of the Virginia State Bar. The sole duty of the registered agent shall be to forward to the Company at its principal office and place of business any notice that is served on it.

Section 2 Management

2.01 *Manager.* The business and affairs of the Company shall be managed under the direction of one or more Managers. The initial Manager shall be the sole Member. Any Manager may be removed at any time, with or without cause, and a new Manager may be appointed, at the sole discretion of the Member.

2.02 *Management of the Company.*

(a) The Manager shall have the right to manage the business of the Company and to make decisions regarding the business of the Company. The Manager may delegate prescribed functions to any employee, agent, or consultant.

(b) The Manager is granted the right, power, and authority to do in the name of, and on behalf of, the Company all things that, in the Manager's sole judgment, are necessary, proper, or desirable to carry out the purposes of the Company, including, but not limited to, the right, power, and authority to enter into any kind of contract or activity and to perform and carry out contracts of any kind necessary to, or in connection with, or incidental to the accomplishment of the purposes of the Company, so long as those activities and contracts may be lawfully carried on or performed by a limited liability company under applicable laws and regulations.

(c) All actions taken by the Manager on behalf of the Company from the date of its organization to the date of this Operating Agreement are ratified and confirmed.

2.03 *Compensation and Reimbursements.*

(a) The compensation, if any, of the Manager shall be fixed from time to time by the Member, and no Manager shall be prevented from receiving such compensation by reason of the fact that he or she is also the Member of the Company. The amount of any such management fee, or other compensation, shall be determined in accordance with the services provided by the Manager and the duties performed for the Company.

(b) The Manager shall receive reimbursement for expenses reasonably incurred in the performance of his duties. No Manager shall be prevented from receiving such reimbursement by reason of the fact that he or she is also the Member of the Company.

Section 3 Member Meetings

3.01 *Annual Meetings.* An annual meeting shall be held once per year at a location and on a date selected by the Manager for the purpose of the transaction of such business as may come property before the meeting.

3.02 *Special Meetings.* A meeting of the Member, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the Manager or Member at any time.

3.03 *Notice of Meetings.* Written notice stating the place, day, and hour of any meeting and, if a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than 2 nor more than 60 days before the date of the meeting, either personally or by mail, by or at the direction of the Manager calling the meeting, to the Member.

Section 4
Capital Contributions and Distributions

4.01 *Member's Capital Contributions.*

(a) *Initial Capital Contributions.* The initial capital contributions to the Company by the Member shall be as set forth on Exhibit A.

(b) *Additional Capital Contributions.* Additional Capital Contributions shall be made at such times and in such amounts as the Member shall determine in its sole discretion.

4.02 *Distributions.* Distributions shall be made by the Company to the Member at such times as the Member shall determine in its sole discretion.

4.03 *Loans to Company.* Nothing in this Operating Agreement shall prevent the Members from making secured or unsecured loans to the Company by agreement with the Company.

Section 5
Tax Matters

Tax Status. It is intended that the Company be treated as a single member entity within the meaning of Section 301.7701-2(c)(2) of the Treasury Regulations and, accordingly, disregarded as a separate entity for tax purposes.

Section 6
Dissolution and Termination

6.01 *Events of Dissolution.* The Company shall be dissolved upon the occurrence of any of the following events:

- (a) The determination in writing of the Member;
- (b) As otherwise required by Virginia law.

6.02 *Liquidation.* Upon the dissolution of the Company, it shall wind up its affairs by either or a combination of both of the following methods as the Manager (or if there is no Manager such person as determined by the Member) shall, in its sole discretion, determine:

(a) Selling the Company's assets and, after the payment of Company liabilities, distributing the net proceeds therefrom to the Member in satisfaction of its interest in the Company; and/or,

(b) Distributing the Company's assets to the Member in kind, subject to its liabilities, in satisfaction of his interest in the Company.

6.03 *Orderly Liquidation.* A reasonable time as determined by the Manager (or the person or persons carrying out the liquidation) not to exceed 18 months shall be allowed for the orderly liquidation of the assets of the Company and the discharge of liabilities to the creditors so as to minimize any losses attendant upon dissolution.

6.04 *Distributions.* Upon dissolution, the Company's assets (including any cash on hand) shall be distributed in the following order and in accordance with the following priorities:

(a) First, to the payment of the debts and liabilities of the Company (including but not limited to loans made by the Member) and the expenses of liquidation, including a sales commission to the selling agent, if any; then

(b) Second, to the setting up of any reserves which the Manager (or the person or persons carrying out the liquidation) deems reasonably necessary for any contingent or unforeseen liabilities or obligations of the Company. At the expiration of such period as the Manager (or the person or persons carrying out the liquidation) shall deem advisable, but in no event to exceed 18 months, the Manager shall distribute the balance thereof in the manner provided in the following subparagraph, then

(c) Third, to the Member.

6.05 *Certificate of Cancellation.*

(a) Within a reasonable time following the completion of the liquidation of the Company, there shall be supplied to the Member a statement which shall set forth the assets and the liabilities of the Company as of the date of complete liquidation. Upon completion of the liquidation of the Company and the distribution of all the Company's assets, the Company shall terminate, and the Members shall execute and record a Certificate of Cancellation of the Company as well as any and all other documents required to effectuate the dissolution and termination of the Company.

(b) Upon the issuance of the filing of the Certificate of Cancellation, the existence of the Company shall cease, except for the purpose of suits, other proceedings and appropriate action as provided in the Act.

Section 7 Notices

7.01 *Form; Delivery.* Whenever, under the provisions of the Act or other law, the Articles or this Operating Agreement, notice is required hereunder to be given to any person or entity, it shall not be construed to mean exclusively personal notice unless otherwise specifically provided, but such notice may be given in writing, by mail, addressed to the Company at its

principal office from time to time and to any other person or entity, at his address as it appears on the records of the Company, with postage paid thereon prepaid. Any such notice shall be deemed to have been given at the time it is deposited, postage prepaid, in the United States mail. Notice to a person may also be given personally or by electronic mail sent to his electronic mail address as it appears on the records of the Company.

7.02 *Waiver.* Whenever any notice is required to be given under the provisions of law, the Articles or this Operating Agreement, a written waiver thereof, signed by the person or persons entitled to said notice and filed with the records of the meeting, whether before or after the time stated therein, shall be conclusively deemed to be equivalent to such notice.

Section 8
Miscellaneous Provisions

8.01 *Bank Accounts.* The Company shall maintain such bank accounts as the Manager may determine to be appropriate from time to time.

8.02 *Books of Account and Records.* Proper and complete records and books of account shall be kept or shall be caused to be kept by the Manager in which shall be entered fully and accurately all transactions and other matters relating to the Company's business in such detail and completeness as is customary and usual for businesses of the type engaged in by the Company. The books and records shall at all times be maintained at the principal office of the Company and shall be open to inspection and examination of the Member or his duly authorized representatives during reasonable business hours.

8.03 *Application of Virginia Law.* This Operating Agreement, and the interpretation hereof, shall be governed exclusively by its terms and by the laws of the Commonwealth of Virginia, without reference to its choice of law provisions, and specifically the Act.

8.04 *Amendments.* Any amendment to this Operating Agreement may be adopted by the Member. An amendment shall become effective at such time as it has been adopted by the Member.

8.05 *Construction.* Whether the singular number is used in this Operating Agreement and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa.

8.06 *Headings.* The headings in this Operating Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Operating Agreement or any provision hereof.

8.07 *Waivers.* The failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Operating Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

8.08 *Rights and Remedies Cumulative.* The rights and remedies provided by this Operating Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other remedies. Such rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

8.09 *Severability.* If any provision of this Operating Agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Operating Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

8.10 *Heirs, Successors and Assigns.* Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Operating Agreement, their respective heirs, legal representatives, successors, and assigns.

8.11 *Creditors and Third-Party Beneficiaries.* None of the provisions of this Operating Agreement shall be for the benefit of or enforceable by any creditor of the Company. The specific intent of the undersigned is that there shall be no third-party beneficiaries of this Operating Agreement.

8.12 *Counterparts.* This Operating Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

The undersigned, being the sole Member of the Company, hereby agrees, acknowledges, and certifies that the foregoing Operating Agreement, including any schedules and exhibits hereto, constitutes the sole and entire Operating Agreement of WAXPOOL APARTMENTS, LLC, adopted as of the date first written above.

MEMBER:

WAXPOOL APARTMENTS MM LLC,
a Virginia limited liability company

By: GSH PARTNERS, LLC,
a Maryland limited liability company,
its Co-Manager

By: 
Thomas Ayd
its Operating Manager

By: GOOD WORKS LP
a Virginia limited partnership,
its Co-Manager

By: Hart, McMurphy & Parks, Inc.,
its General Partner

By: 
G. Kimball Hart, President

EXHIBIT A

TO OPERATING AGREEMENT OF WAXPOOL APARTMENTS, LLC

**Member's Name, Address, Membership Interests
and Initial Capital Contributions**

<u>Name</u>	<u>Address</u>	<u>Membership Interest</u>	<u>Initial Capital Contributions</u>
Waxpool Apartments MM, LLC	212 E. Main St. Suite 200 Salisbury, MD 21801	100%	\$100.00
Total		100%	\$100.00

OPERATING AGREEMENT
OF
WAXPOOL APARTMENTS MM, LLC

Effective as of September 4, 2021

**OPERATING AGREEMENT
OF
WAXPOOL APARTMENTS MM, LLC**

THIS OPERATING AGREEMENT is made and entered into effective as of September 4, 2021, by GSH PARTNERS, LLC, a Maryland limited liability company (“GSH”), and GOOD WORKS LP, a Virginia limited partnership (“Good Works”), who agree as follows:

**SECTION 1
ORGANIZATIONAL MATTERS**

1.01 Formation. The Company was formed as a Virginia limited liability company under the Act on September 4, 2021. The rights and obligations of the Members shall be as provided in the Act, except as otherwise expressly provided herein. In the event of any inconsistency between any terms and conditions contained in this Agreement and any non-mandatory provisions of the Act, the terms and conditions contained in this Agreement shall govern and in the event of any inconsistency between any items and conditions contained in this Agreement and any mandatory provisions of the Act, the terms and conditions of the Act shall govern.

1.02 Name. The name of the Company shall be Waxpool Apartments MM, LLC.

1.03 Principal Office. The principal office of the Company is 212 E. Main St., Suite 200, Salisbury, MD 21801, or such other place as the Manager may from time to time designate. The Company may have other offices at any place or places as may be determined by the Managers.

1.04 Purpose. The primary purpose of the Company is to acquire a membership interest in Waxpool Apartments, LLC, a Virginia limited liability company (the “Owner”), which shall acquire, construct, develop, rehabilitate, redevelop, improve, invest in, hold, lease, maintain, operate, and otherwise deal with a certain parcel of land located in the Ashburn Election District in Loudoun, County, Virginia (the “Property”). The Company may engage in any and all other lawful activities as may be necessary, incidental or convenient to carrying out the business of the Company as contemplated by this Agreement. The Company may also pursue any other lawful activity that is approved by the Members.

1.05 Certificate of Formation; Filings. The Company executed and filed Articles of Organization with the Virginia State Corporation Commission as required by the Act. Any Manager may execute and file any amendments to the Articles of Organization authorized by the Members from time to time in a form prescribed by the Act. Any Manager also shall cause to be made, on behalf of the Company, such additional filings and recordings as the Manager shall deem necessary or advisable.

1.06 Fictitious Business Name Statements; Qualification in Other States. Following the execution of this Agreement, fictitious business name statements and

qualifications in various states may be filed and published as deemed necessary by the Manager.

1.07 Registered Office and Registered Agent. The Company shall continuously maintain a registered office and a designated and duly qualified agent for service of process on the Company in the Commonwealth of Virginia. As of the date of this Agreement, the address of the Company's registered office is 200 S. 10th Street, Suite 1600, Richmond, Virginia 23219, and its registered agent is Alexander C. Graham, Jr., Esq., who is a member of the Virginia State Bar. The registered office and registered agent may be changed from time to time by action of the Members.

1.08 Term. The Company commenced on September 4, 2021, and shall continue until terminated pursuant to this Agreement.

SECTION 2 **DEFINITIONS**

The following terms used in this Operating Agreement shall have the following meanings (unless otherwise expressly provided herein):

“Act” shall mean the Virginia Limited Liability Company Act, Va. Code Section 13.1-1000 et seq., as amended and in force from time to time.

“Additional Member” shall mean any Person who, after the execution of this Operating Agreement, pursuant to Section 10.06, is issued a Membership Interest by the Company in exchange for a Capital Contribution.

“Adjusted Capital Account Deficit” means, with respect to any Member, the deficit balance, if any, in such Member's Capital Account as of the end of the relevant fiscal year or other period after giving effect to the following adjustments:

(i) Credit to such Capital Account any amounts that such Member is obligated to restore pursuant to any provision of this Agreement or is deemed obligated to restore pursuant to the next to the last sentences of Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5); and

(ii) Debit to such Capital Account the items described in regulations Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5) and 1.704-1(b)(2)(ii)(d)(6).

The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

“Affiliate” means, with respect to any Member, Manager or employee of the Company, any Person that directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Member, Manager or employee and shall include any relative or spouse of such Member, Manager or employee or any relative of such

Member's, Manager's or employee's spouse. As used in the foregoing sentence, the term "control" means possession, directly or indirectly, of the power to direct or cause a direction of the management or policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.

"Articles" shall mean the Articles of Organization of the Company as filed and amended with the State Corporation Commission of Virginia from time to time.

"Board of Managers" shall have the meaning set forth in Section 4.01 hereof.

"Capital Account" as of any given date shall mean the account calculated and maintained by the Company for each Member as specified in Section 8.

"Capital Contribution" shall mean any contribution to the capital of the Company by a Member in cash, property or services, or a binding obligation to contribute cash, property or services, whenever made.

"Code" shall mean the Internal Revenue Code of 1986, as amended, or corresponding provisions of subsequent superseding federal revenue laws.

"Company" shall mean Waxpool Apartments MM, LLC, a Virginia limited liability company, as set forth in the Certificate of Organization issued by the Virginia State Corporation Commission on September 4, 2021.

"Depreciation" means, for each fiscal year or other period, an amount equal to the depreciation, amortization, or other cost recovery deduction allowable with respect to an asset for such year or other period, except that if the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such year or other period, Depreciation shall be an amount which bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such year or other period bears to such beginning adjusted tax basis; provided, however, that if the federal income tax depreciation, amortization, or other cost recovery deduction for such year is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the Managers.

"Entity" shall mean any general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or other association.

"Fiscal Year" shall mean the Company's fiscal year, which shall be the calendar year.

"Gross Asset Value" means, with respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows:

- (i) The initial Gross Asset Value of any asset contributed by a Member to the Company shall be the gross fair market value of such asset, as determined by the contributing Member and the Managers;

(ii) The Gross Asset Values of all Company assets shall be adjusted to equal their respective gross fair market values, as determined by the Managers, as of the following times: (A) the acquisition of an additional interest in the Company following its initial capitalization by any new or existing Member in exchange for more than a de minimus Capital Contribution or in exchange for services; (B) the distribution by the Company to a Member of more than a de minimus amount of Company property as consideration for an interest in the Company; and (C) the liquidation of the Company within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g); provided, however, that the adjustments pursuant to clauses (A) and (B) above shall be made only if the Managers reasonably determine that such adjustments are necessary or appropriate to reflect the relative economic interests of the Members in the Company;

(iii) The Gross Asset Value of any Company asset distributed to any Member shall be adjusted to equal the gross fair market value of such asset on the date of distribution as determined by such Member and the Managers; and

(iv) The Gross Asset Values of Company assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Regulations Section 1.704-1(b)(2)(iv)(m) and subparagraph (iv) of the definition of Profits and Losses; provided, however, that Gross Asset Values shall not be adjusted pursuant to this subparagraph (iv) to the extent the Managers determine that an adjustment pursuant to subparagraph (ii) hereof is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this subparagraph (iv).

If the Gross Asset Value of an asset has been determined or adjusted pursuant to subparagraphs (i), (ii), or (iv) hereof, such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Profits and Losses.

“Major Decision” shall have the meaning set forth in Section 4.09(c) hereof.

“Manager” shall mean a manager as defined in the Act and as specified in Section 4.

“Member” shall mean each of the parties who executes a counterpart of this Agreement as a Member and each of the parties who may hereafter become an Additional Member or a Substitute Member pursuant to the terms hereof, so long as any such party continues to hold a Membership Interest.

“Membership Interest” shall mean the percentage interest in the Company of a Member (or a Successor in Interest thereof) set forth on Schedule 1 as amended from time to time, including all of the rights, privileges and obligations of the Member relating to his status as a Member (or Successor in Interest in the Company).

“Net Cash Flow” shall mean, with respect to any fiscal period, all cash receipts during such fiscal period not used for capital expenditures and not considered as Net Cash Flow in a prior fiscal period and any amount theretofore held in any reserve that was not considered as part of Net Cash Flow in a prior fiscal period which the Managers determine need not be held any longer in reserve, all determined in accordance with the Company’s method of accounting, less Operating Expenses.

“Operating Agreement” or “Agreement” shall mean this Operating Agreement as originally executed and as amended from time to time.

“Operating Expenses” shall mean, with respect to any fiscal period, (i) to the extent paid other than with cash withdrawn from reserves, the amount of cash disbursed in such period in order to operate the Company and to pay expenses (including, without limitation, wages, taxes, insurance, repairs, and/or other costs and expenses) incident to the ownership or operation of the property or the Company and (ii) amounts added to reserves as determined by the Managers.

“Owner” shall have the meaning set forth in Section 1.04 hereof.

“Partnership Audit Procedures” shall have the meaning set forth in Section 9.09(a)(ii) hereof.

“Partnership Representative” shall have the meaning set forth in Section 9.09(a)(i) hereof.

“Permitted Transferee” shall mean (i) other Members; (ii) in the case of a Member that is a natural person and not an Entity, the spouse, the children or other descendants of any such Member (whether naturally born or legally adopted), or a trustee who holds such Membership Interest in trust for the exclusive benefit of the Member, such individual Member’s spouse, such individual Member’s children and descendants (whether naturally born or legally adopted) or any one or more of such persons; or (iii) in the case of a Member that is a trustee of a Trust, the beneficiaries of such trust.

“Person” shall mean any natural person or Entity, and the heirs, executors, administrators, legal representatives, successors and assigns of such Person where the context so permits.

“Profits” and “Losses” means, for each fiscal year, an amount equal to the Company’s taxable income or loss for such fiscal year, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments:

(i) Any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses pursuant to this definition of Profits and Losses shall be added to such taxable income or loss;

(ii) Any expenditures of the Company described in Code Section 705(a)(2)(B)

or treated as Code Section 705(a)(2)(B) expenditures pursuant to Regulations Section 1.704-1(b)(2)(iv)(i) and not otherwise taken into account in computing Profits or Losses pursuant to this definition of Profits and Losses shall be subtracted from such taxable income or loss;

(iii) In the event the Gross Asset Value of any Company asset is adjusted pursuant to subparagraphs (ii) or (iii) of the definition of Gross Asset Value, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Profits or Losses;

(iv) Gain or loss resulting from any disposition of property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset Value of the property disposed of, notwithstanding that the adjusted tax basis of such property differs from its Gross Asset Value;

(v) In lieu of the depreciation, amortization, and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such fiscal year, computed in accordance with the definition of Depreciation;

(vi) To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Code Section 734(b) or Section 743(b) is required pursuant to Regulations Section 1.704-1(b)(2)(iv)(m)(4) to be taken into account in determining Capital Accounts as a result of a distribution other than in complete liquidation of a Member's Membership Interest, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases the basis of the asset) from the disposition of the asset and shall be taken into account for purposes of computing Profits or Losses; and

(vii) Notwithstanding any other provision of this definition of Profits and Losses, any items that are specially allocated pursuant to Section 9.03 or Section 9.04 shall not be taken into account in computing Profits or Losses.

The amounts of the items of Company income, gain, loss, or deduction available to be specially allocated pursuant to Sections 9.03 and 9.04 shall be determined by applying rules analogous to those set forth in subparagraphs (i) through (vi) above.

“Project” shall mean the construction by the Owner of that certain multi-family residential development to be located on the Property.

“Project Documents” shall mean, collectively, any documents required to be executed by the Owner as a condition to acquiring, constructing, financing, leasing or maintaining ownership of the Project.

“Property” shall have the meaning set forth in Section 1.04 hereof.

“Regulations” means the Income Tax Regulations, including Temporary Regulations, promulgated under the Code, as such regulations may be amended from time to time (including

corresponding provisions of succeeding regulations).

“Substitute Member” shall mean a Successor in Interest who is admitted to the Company as a Member pursuant to Sections 10.03 and 10.04.

“Successor in Interest” means a Person other than a Member who is an assignee, transferee, successor or legatee of, or who otherwise succeeds to an ownership interest in, all or any portion of a Member’s Membership Interest and who has not been admitted as a Substitute Member.

“Voting Unit” means the measure of the rights of a Member of the Company, pursuant to the provisions of this Agreement, to participate in the management and affairs of the Company and to vote on Company matters. The number of Voting Units possessed by a Member is determined in accordance with Section 7 hereof. Each Member’s Voting Units are set forth on Schedule 1 hereto, as it may be amended from time to time.

SECTION 3 **MEMBERS**

3.01 Names and Addresses. The names and mailing addresses of all Members are set forth on Schedule 1 attached hereto, which shall be amended from time to time to reflect changes in the identity and/or addresses of the Members.

SECTION 4 **MANAGEMENT**

4.01 Managers. The Company shall be managed under the direction of at least one (1) and not more than three (3) Managers, who shall be called individually a “Manager,” and collectively, the “Board of Managers.” The Board of Managers shall be elected by the Members as provided in Section 4.04. The initial Board of Managers of the Company shall be Tom Ayd and Good Works who shall function as “co-managers” as set forth in Section 4.09(a).

4.02 General Powers of the Board of Managers.

(a) Except as otherwise stated herein and subject to approval rights reserved to the Member in this Agreement, all powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of, the Board of Managers.

(b) The Board of Managers are granted the right, power and authority to do in the name of, and on behalf of, the Company all things that, in their sole judgment, are necessary, proper or desirable to carry out the purposes of the Company, including, but not limited to, the right, power and authority to:

(i) Enter into, make and perform contracts, agreements and other undertakings binding the Company that may be necessary, appropriate or advisable in

furtherance of the purposes of the Company, including, without limitation, entering into contracts, agreements and other undertakings binding the Owner that maybe be necessary, appropriate or advisable in furtherance of the purposes of the Owner, including without limitation entering into the Project Documents on behalf of the Owner, as managing member of the Owner.

(ii) Open and maintain bank accounts, investment accounts and other arrangements, draw checks and other orders for the payment of money, and designate individuals with authority to sign or give instructions with respect to those accounts and arrangements; provided, that Company funds shall not be commingled with funds from other sources and shall be used solely for the benefit of the Company.

(iii) Collect funds due to the Company.

(iv) Acquire, utilize for the Company's purposes, maintain and dispose of any assets of the Company.

(v) Pay debts and obligations of the Company, to the extent that funds of the Company are available therefor.

(vi) Borrow money or otherwise commit the credit of the Company for Company activities, and voluntarily prepay or extend any such borrowings.

(vii) Employ from time to time persons, firms or corporations for the operation and management of the Company, including, without limitation, managing agents, contractors, subcontractors, architects, engineers, laborers, supplies, accountants and attorneys, on such terms and for such compensation as the Managers shall determine, notwithstanding the fact that the Managers or any Member may have a financial interest in such firms or corporations.

(viii) Make elections available to the Company under the Code.

(ix) Register the Company as a tax shelter with the Internal Revenue Service and furnish to the Internal Revenue Service lists of investors in the Company, if required, pursuant to applicable provisions of the Code.

(x) Obtain general liability, property and other insurance for the Company, as the Managers deems proper.

(xi) Take such actions as may be directed by the Members in furtherance of their approval of any matter set forth in Section 4 hereof.

(xii) Do and perform all such things and execute, acknowledge and deliver any and all such instruments as may be in furtherance of the Company's purposes and necessary and appropriate to the conduct of its business.

(c) All actions taken by any Manager or the Board of Managers on behalf of the Company from the date of its organization to the execution of this Agreement are ratified and confirmed.

4.03 Tenure. A Manager shall hold office until his or its death, resignation, disqualification or removal.

4.04 Election; Removal; Vacancy. A Manager may be removed or elected at any time by the affirmative vote of Members holding more than eighty-five percent (85%) of the Voting Units when, in their judgment, the best interests of the Company will be served thereby. Such removal shall be without prejudice to the contractual rights, if any, of the person so removed. Any vacancy created or caused by removal, death, resignation or disqualification shall be filled by the affirmative vote of Members holding more than eighty-five percent (85%) of the Voting Units.

4.05 Compensation. The compensation, if any, of the Managers shall be fixed from time to time by the Members. The Managers shall be entitled to reimbursement for expenses incurred by them in performing their duties, according to the policies set by the Members from time to time. Any amount paid as compensation to a Manager who is also a Member shall be treated as a guaranteed payment in accordance with Code Section 707(c).

4.06 Power of Attorney.

(a) Each Member does hereby irrevocably constitute and appoint the Managers serving in office from time to time, and each of them, as the Company's true and lawful attorney-in-fact, with full power and authority in their or its name, place and stead, to make, execute, consent to, swear to, acknowledge, record and file from time to time any and all of the following:

(i) Any certificate or other instrument that may be required to be filed by the Company or the Members under the laws of the Commonwealth of Virginia or under the applicable laws of any other jurisdiction to the extent the Managers deem any such filing to be necessary or desirable;

(ii) Any instrument or document which may be required to effect the continuation of the Company, the admission of an Additional or Substitute Member, or the dissolution and termination of the Company pursuant to the provisions of this Operating Agreement; and

(iii) Any agreement, instrument, lease, deed, deed of trust, promissory note, certificate or other document in the name or on behalf of the Company which is necessary or appropriate to implement, effectuate or otherwise carry out any transaction to which the Company is a party or to which the Company or any of its assets is or may be subject, provided such transaction has been approved by the Managers or the Members, as the case may be, in accordance with the provisions of this Operating Agreement.

(b) The appointment by each Member of the Managers of the Company as his attorneys-in-fact is irrevocable and shall be deemed to be a power coupled with an interest and shall survive the disability, incompetence, bankruptcy, death or dissolution of any Person given such power, except, that in the event of an assignment by a Member of all or any part of his Membership Interest, this power of attorney shall survive such assignment only until such time, if any, as the successor in interest shall have been admitted to the Company as a Substitute Member and all required documents and instruments shall have been duly executed, filed and recorded to effect such substitution.

4.07 Managers Have No Exclusive Duty to Company. Unless otherwise expressly provided hereunder or under any other agreement entered into between the Company and such Manager, a Manager shall not be required to manage the Company as his sole and exclusive function, and he may have other business interests and may engage in other activities in addition to those relating to the Company, and neither the Company nor any Member shall have any right, by virtue of this Agreement, to share or participate in such other investments or activities of such Manager or to the income or proceeds derived therefrom.

4.08 Transactions with Managers. The Managers (a) may appoint, employ, contract or otherwise deal with any Person, including a Manager or an Affiliate thereof, and with Persons that have a financial interest in a Manager or in which a Manager has a financial interest, for transacting the Company's business, including the performance of any and all services or purchases of goods or other property which may at any time be necessary, proper, convenient or advisable in carrying on the business and affairs of the Company or in disposing of some or all of its assets; and (b) may otherwise enter into business transactions (including but not limited to the sale, merger, or other disposition of the Company or all or substantially all of its assets) with any such Persons.

Section 4.09 Decision-making by Board of Managers.

(a) To the greatest extent possible, the Managers of the Company shall keep each other advised of issues as they arise that affect the Company and/or the Owner. The Managers shall function as "co-managers" and collaborate on all decisions to resolve issues so that the best interests of the Company and/or the Owner are served. Either Manager may execute documents on behalf of the Company and execution by both co-managers is expressly permitted. Tom Ayd shall serve as the Administrative Manager for purposes of Section 4.09(d) hereof until December 31, 2024, and after such date Tom Ayd and Good Works shall alternate on a yearly basis as the Administrative Manager. Where one of the Managers is unavailable at the time a decision must be made or a document must be executed, the Manager who is available shall advise the other Manager, either orally or in writing, about any decision made or action taken that is not a Major Decision within five (5) business days after the occurrence of the decision or action, as the case may be.

(b) Notwithstanding subparagraph (a) above, in the event of a default by the Company under the Amended and Restated Operating Agreement of Owner (the "Owner's Operating Agreement"), a special investor member in the Owner, will select the Administrative Manager.

(c) Where any action proposed to be taken by the Board of Managers is a “Major Decision,” as that term is defined in Exhibit A attached hereto and incorporated by reference herein, all Managers then serving shall be unanimous in their consent to, or approval of, the Major Decision.

(d) In the event of a “Major Decision” where the Board of Managers cannot agree on a course of action, the following procedure shall be used to resolve the deadlock. Either Manager may initiate the process by giving the other Manager or Managers written notice by email that a deadlock on a Major Decision has occurred, which notice will trigger the beginning of a 5-day “cooling off” period. During the “cooling off” period, the Managers shall attempt to negotiate in good faith a reasonable resolution to the impasse regarding the Major Decision. Should no resolution be agreed upon, the Manager then serving as the “Administrative Manager” shall make the decision on the next day following the end of the “cooling off” period, and that decision shall be final and binding on, and enforceable against, the Managers.

SECTION 5

LIMITATION OF LIABILITY; INDEMNIFICATION

5.01 Limitation of Liability of Managers. In any proceeding brought by or in the right of the Company or brought by or on behalf of Members of the Company, a Manager (in his or its capacity as a Manager) or any of its Affiliates shall not be liable to the Company or its Members for any monetary damages arising out of any transaction, occurrence or course of conduct, unless in such proceeding the Manager or any of its Affiliates was adjudged to have engaged in willful misconduct or a knowing violation of the criminal law.

5.02 Indemnity of Managers. The Managers shall be indemnified by the Company under the following circumstances and in the manner and to the extent indicated:

(a) Every Person, and his heirs, executors and administrators, who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding of any kind, whether civil, criminal, administrative, arbitral or investigative, or was or is the subject of any claim, and whether or not by or in the right of the Company, by reason of his being or having been a Manager, or by reason of his serving or having served at the request of the Company as a director, officer, manager, employee or agent of another Entity, or at the request of the Company in any capacity that under Federal law regulating employee benefit plans would or might constitute him a fiduciary with respect to any such plan, whether or not such plan is or was for employees of the Company, shall be indemnified by the Company against expenses (including attorneys’ fees), judgments, fines, penalties, awards, costs, amounts paid in settlement and liabilities of all kinds, actually and reasonably incurred by him in connection with, or resulting from, such action, suit, proceeding or claim, if he acted in good faith and in the manner he reasonably believed to be in, or not opposed to, the best interests of the Company, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful, provided that no indemnification shall be made in respect of any claim, issue or matter as to which he shall have been adjudicated to be liable to the Company for willful misconduct or a knowing violation of the criminal law in the performance of his duty

to the Company unless, and only to the extent, that the court in which such action, suit or proceeding was brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, he is fairly and reasonably entitled to indemnity. The termination of any such action, suit or proceeding by judgment, order or conviction, or upon a plea of nolo contendere or its equivalent, or by settlement, shall not of itself create a presumption that any such Person did not act in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the Company.

(b) Any indemnification under Section 5.02(a) (unless ordered by a court) shall be made by the Company only as authorized in the specific case upon a determination that indemnification of such Person is proper in the circumstances because the Manager had met the applicable standard of conduct set forth in such paragraph. Such determination may be made either (i) by the Board of Managers by a majority vote of a quorum consisting of Managers who were not a party to such action, suit or proceeding, or (ii) if such a quorum is not obtainable or, even if obtainable, if a quorum of disinterested Managers so directs, by independent legal counsel in a written opinion, or (iii) by a majority of the Voting Units held by those Members who were not a party to such action, suit or proceeding.

(c) Reasonable expenses (including attorneys' fees) incurred by or in respect of any such Person in connection with any such action, suit or proceeding, whether civil, criminal, administrative, arbitratative or investigative, shall be paid by the Company in advance of the final disposition thereof upon receipt of an undertaking by, or on behalf of, such Person to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Company.

(d) The Managers of the Company shall have the power, generally and in specific cases, to indemnify their employees and agents to the same extent as provided in this Section with respect to its Managers.

(e) The provisions of this Section 5 are in addition to, and not in substitution for, any other right to indemnity to which any Person who is or may be indemnified by or pursuant to this Section may otherwise be entitled, and to the powers otherwise accorded by law to the Company to indemnify any such Person and to purchase and maintain insurance on behalf of any such Person against any liability asserted against or incurred by him in any capacity referred to in this Section or arising from his status as serving or having served in any such capacity (whether or not the Company would have the power to indemnify against such liability).

(f) If any provision of this Section 5 shall be adjudicated invalid or unenforceable, such adjudication shall not be deemed to invalidate or otherwise affect any other provision hereof or any power of indemnity which the Company may have under the laws of the Commonwealth of Virginia.

(g) No amendment or repeal of this Section 5 shall limit or eliminate the right to indemnification provided hereunder with respect to acts or omissions occurring prior to such amendment or repeal.

5.03 No Personal Liability to Members. Notwithstanding any provision of Section 5.02 above, the indemnification provided in Section 5.02 shall in no event cause the Members to incur any liability to the Company beyond their total Capital Contributions plus their share of any undistributed profits of the Company, nor shall it result in any liability of the Members to any third party.

SECTION 6 **MEETINGS OF MEMBERS**

6.01 Meetings. Meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by a majority of the Board of Managers or any Member or combination of Members holding at least eighty-five percent (85%) of the Voting Units.

6.02 Place of Meetings. The Board of Managers may designate any place, within or outside of the Commonwealth of Virginia, as the place of meeting for any meeting of the Members. If no designation is made, the place of meeting shall be the principal office of the Company.

6.03 Notice of Meetings. Except as provided in Section 6.04, written notice stating the place, day and hour of the meeting and the purpose or purposes for which the meeting is called shall be delivered not less than ten (10) nor more than sixty (60) days before the date of the meeting by or at the direction of the Board of Managers or Person calling the meeting, to each Member entitled to vote at such meeting.

6.04 Meeting of all Members. If the Members holding all the Voting Units shall meet at any time and place, either within or outside of the Commonwealth of Virginia, and consent to the holding of a meeting at such time and place, such meeting shall be valid without call or notice, and at such meeting lawful action may be taken.

6.05 Record Date. For the purpose of determining Members entitled to notice of or to vote at any meeting of Members or any adjournment thereof, or Members entitled to receive payment of any distribution, or in order to make a determination of Members for any other purpose, the date on which notice of the meeting is mailed or the date on which the resolution declaring such distribution or taking such other action is adopted, as the case may be, shall be the record date for such determination of Members. When a determination of Members entitled to vote at any meeting of Members has been made as provided in this Section 6.05, such determination shall apply to any adjournment thereof.

6.06 Quorum. Members holding at least sixty percent (60%) of all Voting Units entitled to vote at a meeting of the Members, represented in person or by proxy, shall constitute a quorum at any meeting of Members. In the absence of a quorum at any such meeting, a majority of the Voting Units so represented may adjourn the meeting from time to time for a period not to exceed sixty (60) days without further notice. However, if the adjournment is for more than sixty (60) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each Member of record entitled to vote at the

meeting. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed.

6.07 Proxies. At all meetings of Members, a Member may vote in person or by proxy executed in writing by the Member or by a duly authorized attorney-in-fact. Such proxy shall be filed with the Manager before or at the time of the meeting. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy.

6.08 Action by Consent. Any action required or permitted to be taken at a meeting of Members may be taken without a meeting if one or more written consents to such action are signed by Members holding such number of Voting Units as are required to approve the action or matter described in the consent and such consent or consents are filed with the minutes of the proceedings of the Members. Action taken under this Section 6.08 is effective when the requisite number of Members entitled to vote have signed the consent or consents, unless the consent or consents specifies a different effective date. The record date for determining Members entitled to take action without a meeting shall be the date the first Member signs a written consent. A copy of any such action taken pursuant to this Section 6.08 shall be delivered to each Member pursuant to the provisions of Section 12.01.

6.09 Meetings by Telephone or Similar Communications. The Members may participate in a meeting by means of a conference telephone or similar communications equipment by means of which all Members participating in the meeting can hear each other at the same time, and participation by such means shall be conclusively deemed to constitute presence in person at such meeting.

6.10 Waiver of Notice. When any notice is required to be given to any Member, a waiver thereof in writing signed by the Member entitled to such notice, whether before, at, or after the time stated therein, shall be equivalent to the giving of such notice.

SECTION 7

VOTING UNITS; MEMBER VOTING

7.01 Voting Units. Except as otherwise expressly provided hereunder, all matters on which votes are required hereunder shall be cast by Voting Units held by the Members. Each Voting Unit shall be entitled to one vote on all matters coming before any meeting of Members. The number of Voting Units held by each Member is set forth on Schedule 1 hereto. No new Voting Unit shall be awarded to any Person without the consent of Members holding more than sixty percent (60%) of the Voting Units. Any transfer by a Member of some or all of its Membership Interest as permitted hereunder shall result in a proportionate reduction in the Voting Units held by the transferor and the transferee shall not be entitled to receive or hold any such Voting Units unless such Person is admitted as a Substitute Member with corresponding Voting Units pursuant to the provisions of Sections 10.03 and 10.04 hereof. Changes in the number of outstanding Voting Units shall be reflected on the books of the Company and may from time to time be reflected on revisions to Schedule 1. Each Member agrees and acknowledges that no Member shall be entitled to Voting Units unless such Member receives Voting Units in accordance with the

terms and provisions of this Operating Agreement.

7.02 Member Voting Generally. The affirmative vote of Members holding at least a majority of the Voting Units represented in person or by proxy and entitled to be voted at a meeting shall be the act of the Members, unless the vote of a greater or lesser proportion or number is otherwise required by the Act, the Articles, or by the express provisions of this Agreement.

SECTION 8

CONTRIBUTIONS TO THE COMPANY AND CAPITAL ACCOUNTS

8.01 Members' Capital Contributions.

(a) **Initial Capital Contribution.** Each initial Member shall make such Capital Contributions set forth on Schedule 1 attached hereto as his Initial Capital Contribution.

(b) **Additional Capital Contributions.** The Members shall not be required to make any further Capital Contributions beyond those set forth in Section 8.01(a) above without their prior consent.

(c) **Loans.** The Managers may endeavor to obtain a loan or loans to the Company, from time to time, for necessary capital on reasonable terms, in order to finance the ownership and operation of the business of the Company.

(d) **Loans to Company by Members.** Nothing in this Agreement shall prevent any Member from making secured or unsecured loans to the Company by agreement with the Company in accordance with the terms of this Agreement.

8.02 Capital Accounts. A separate Capital Account will be maintained for each Member in accordance with Code Section 704(b) and the Regulations thereunder. Without limiting the foregoing, the Capital Account of a Member shall be credited with the amount of all Capital Contributions by such Member to the Company. The Capital Account of a Member shall be increased by the amount of any Profits (or items of gross income) allocated to such Member pursuant to Section 9, and decreased by (i) the amount of any Losses (or items of loss or deduction) allocated to such Member pursuant to Section 9 and (ii) the amount of any cash or property (valued at its Gross Asset Value) distributed to such Member pursuant to Section 9.01 of this Agreement.

8.03 Interest and Return of Capital Contribution. No Member shall receive any interest on his Capital Contribution. Except as otherwise specifically provided for herein, the Members shall not be allowed to withdraw or have refunded any Capital Contribution.

8.04 Effect of Sale or Exchange. In the event of a permitted sale or exchange of a Membership Interest in the Company, the Capital Account of the transferor shall become the Capital Account of the transferee to the extent it relates to the transferred Membership Interest.

SECTION 9
DISTRIBUTIONS, ALLOCATIONS, ELECTIONS AND REPORTS

9.01 Distributions.

(a) All distributions of cash or other property, except distributions upon the Company's dissolution (which shall be governed by Section 11.04), shall be made to the Members on a pro rata basis in accordance with their respective Membership Interests on the record date of such distribution.

(b) The Company shall distribute to the Members the amount necessary (as reasonably determined by the Board of Managers) to cover the income taxes payable by the Members on income earned by the Company that is taxable to the Members, including allocations of income under Code Section 704(c), assuming each Member is in the highest combined individual federal, state and local tax bracket applicable to any Member (taking into consideration the character of the income with a proper adjustment for (i) the deductibility of state income taxes on federal income tax returns, and (ii) tax credits, capital gains and losses, and other specially allocated items which pass through to the Member). Distributions under this Section 9.01(b) shall be made when such taxes are due, including the payment of estimated taxes, and be netted against distributions made under Section 9.01(a).

(c) The Board of Managers shall have the right to determine how much Net Cash Flow, if any, of the Company shall be distributed among the Members each year. Such distributions of Net Cash Flow of the Company shall be distributed among the Members, pro rata in proportion to their respective Membership Interests. The Board of Managers shall have the right to establish, maintain and expend reserves to provide for working capital, future investments, debt service and such other purposes as the Board of Managers deem necessary or advisable.

(d) Except as provided in Sections 9.01(b) and 11.04 hereof, all distributions of cash and property shall be made at such times and in such amounts as determined by the Board of Managers.

(e) All other provisions hereof notwithstanding, the Company's obligation, and Board of Managers' authority, to make any distribution is subject to the restrictions governing distributions under the Act and such other pertinent governmental restrictions as are now and may hereafter become effective. Currently, among other prohibitions, the Act prohibits the Company from making a distribution to the extent that, after giving effect to the distribution, liabilities of the Company exceed the fair value of the assets of the Company. All amounts withheld pursuant to the Code or any provisions of state or local tax law with respect to any payment or distribution to the Members from the Company shall be treated as amounts distributed to the relevant Member or Members pursuant to this Section 9.

9.02 Allocations Generally. After giving effect to the special allocations set forth in Sections 9.03 and 9.04 hereof, Profits or Losses for any fiscal year shall be allocated in the

following order and priority:

(a) Except as provided in Section 9.02(b) below, Profits and Losses shall be allocated to and among the Members in proportion to the Membership Interest held by each Member.

(b) In the event that the allocation of Losses pursuant to Section 9.02(a) above would result in a Member having an Adjusted Capital Account Deficit at the end of any fiscal year and at such time there are other Members who will not, as a result of such allocation, have an Adjusted Capital Account Deficit, then all Losses in excess of the amount which can be allocated until the foregoing circumstance occurs shall be allocated among the Members who do not have Adjusted Capital Account Deficits on a proportionate basis according to their Membership Interests until each such Member would similarly be caused to have an Adjusted Capital Account Deficit. At such time as a further allocation of Losses cannot be made without causing some Member to have an Adjusted Capital Account Deficit, then all remaining Losses for such fiscal year shall be allocated in accordance with the ratio described in Section 9.02(a) above.

9.03 Special Allocations. For the purposes of this Agreement and the allocations of Profits and Losses and items of income, gain, loss, deduction and expense, this Agreement shall be deemed to include a “minimum gain chargeback” as provided for in Regulations Section 1.704-2(f), a “partner nonrecourse debt minimum gain chargeback” as provided for in Regulations Section 1.704-2(i), and a “qualified income offset” as provided for in Regulation Sections 1.704-2(b)(ii)(d). “Nonrecourse deductions,” as defined in Regulations Section 1.704-2(b), shall be allocated to and among the Members in proportion to the Membership Interest held by each Member. “Partner nonrecourse deductions,” as defined in Regulations Section 1.704-2(i), shall be allocated as required pursuant to such Section. In the event of any election to adjust the tax basis of any property of the Company pursuant to Code Section 732, 734 or 743, allocations shall be made as required to make the Capital Account adjustments provided for in Regulations Section 1.704-1(b)(2)(iv)(m).

9.04 Curative Allocations. The allocations set forth in Sections 9.02(b) (first sentence) and 9.03 hereof (the “Regulatory Allocations”) are intended to comply with certain requirements of the Regulations. It is the intent of the Members that, to the extent possible, all Regulatory Allocations shall be offset either with other Regulatory Allocations or with special allocations of other items of Company income, gain, loss, or deduction pursuant to this Section 9.04. Therefore, notwithstanding any other provision of this Section 9 (other than the Regulatory Allocations), the Company shall make such offsetting special allocations of Company income, gain, loss, or deduction in whatever manner determined by the Board of Managers to be appropriate so that, after such offsetting allocations are made, each Member’s Capital Account balance is, to the extent possible, equal to the Capital Account balance such Member would have had if the Regulatory Allocations were not part of the Agreement and all Company items were allocated pursuant to the Sections of this Agreement other than the Regulatory Allocations and this Section. In exercising their discretion under this Section, the Board of Managers shall take into account future Regulatory Allocations that, although not yet made are likely to offset other Regulatory Allocations previously made.

9.05 Other Allocation Rules.

(a) For purposes of determining the Profits, Losses, or any other items allocable to any period, Profits, Losses, and any such other items shall be determined on a daily, monthly, or other basis, as determined by the Board of Managers using any permissible method under Code Section 706 and the Regulations thereunder.

(b) Except as otherwise provided in this Agreement, all items of Company income, gain, loss, deduction, and any other allocations not otherwise provided for shall be divided among the Members, in the same proportions as they share Profits or Losses, as the case may be, for the year.

(c) The Members are aware of the income tax consequences of the allocations made by this Section 9 and hereby agree to be bound by the provisions of this Section 9 in reporting their shares of Company income and loss for income tax purposes.

9.06 Tax Allocations: Code Section 704(c). In accordance with Code Section 704(c) and the Regulations thereunder, income, gain, loss, and deduction with respect to any property contributed to the capital of the Company shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its initial Gross Asset Value (computed in accordance with subparagraph (i) of the definition of Gross Asset Value in Section 2 hereof).

In the event the Gross Asset Value of any Company asset is adjusted pursuant to subparagraph (ii) of the definition of Gross Asset Value in Section 2 hereof, subsequent allocations of income, gain, loss and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Gross Asset Value in the same manner as under Code Section 704(c) and the Regulations thereunder.

Any elections or other decisions relating to such allocations shall be made by the Board of Managers in any manner that reasonably reflects the purpose and intention of this Agreement. Allocations pursuant to this Section 9.06 are solely for purposes of federal, state, and local taxes and shall not affect, or in any way be taken into account in computing, any Member's Capital Account or share of Profits, Losses, other items, or distributions pursuant to any provisions of this Agreement.

9.07 Allocation of Recapture. For purposes of determining the character (as ordinary income or capital gain) of any taxable income or gain of the Company allocated to the Members pursuant to this Section 9, such portion of the taxable income or gain of the Company allocated pursuant to this Section 9 which is treated as ordinary income attributable to the recapture of depreciation shall, to the extent possible, be allocated among the Members in the proportion which (a) the amount of depreciation previously allocated to each Member bears to (b) the total of such depreciation allocated to all Members. This Section shall not alter the amount of allocations among the Members pursuant to Section 9 but merely the character of the income so allocated.

9.08 Returns and Other Elections. The Board of Managers shall cause the preparation and timely filing of all tax returns required to be filed by the Company pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business. Copies of such returns, or pertinent information therefrom, shall be furnished to the Members within a reasonable time after the end of the Company's fiscal year.

All elections permitted to be made by the Company under federal or state laws, including but not limited to any election under Code Section 754, shall be made by a majority of the number of Board of Managers.

9.09 Partnership Representative.

(a) Designation and Authority of the Partnership Representative.

(i) Generally. GSH is designated as the Company's "Partnership Representative" (as such term is used herein). The Company and the Members acknowledge and agree that the Partnership Representative may designate any natural person as a "designated individual" to act on the Partnership Representative's behalf with respect to its authority as the Partnership Representative of the Company pursuant to this Agreement; provided that the Partnership Representative may revoke such authorization at any time and/or authorize other designated individual to act on its behalf in its capacity as Partnership Representative. The Partnership Representative is authorized to represent the Company in connection with all examinations of the Company's affairs by tax authorities or any administrative or judicial tax proceedings with respect to the Company, and to expend Company funds for professional services and costs associated therewith, and the Company will reimburse the Partnership Representative for any such costs or other costs associated with carrying out its role as Partnership Representative that it incurs directly. The Partnership Representative will have sole discretion to determine whether the Company (either on its own behalf or on behalf of the Members) will contest or continue to contest any tax deficiencies assessed or proposed to be assessed by any tax authority with respect to the Company and whether the Company will make any elections with respect to any tax assessment or proceeding. The Partnership Representative shall keep the Members reasonably informed of any material tax proceedings and any material action to be taken by the Company or the Partnership Representative on behalf of the Company with respect to any tax proceeding for the Company.

(ii) Partnership Audit Procedures. For each taxable year of the Company, the Company shall designate, pursuant to Regulations Section 301.6223-1 (and any successor Regulations and other applicable guidance) on its United States federal income tax return for each such taxable year of the Company, the Partnership Representative as the "partnership representative" for the Company and the designated individual or such other individual selected by the Partnership Representative as the "designated individual" for the Partnership Representative and the Company for purposes of the laws and procedures set forth in Subchapter C of Chapter 63 of Subtitle F of the Code, as modified by Section 1101 of the Bipartisan Budget Act of 2015, Pub. L. No. 114-74, and including any successor statutes thereto or Regulations promulgated or official guidance issued thereunder (the "Partnership Audit Procedures") and shall make such corresponding designations under any corresponding

provisions of applicable foreign, state, or local tax law. The Partnership Representative, in its capacity as the “partnership representative,” shall (i) determine all matters with respect to any examination of the Company by any taxing authority (including, without limitation, the allocation of any resulting taxes, penalties and interest among the Members and whether to make an election under Section 6226 of the Code (and any similar provision under applicable foreign, state, or local tax law) with respect to any audit or other examination of the Company) and, (ii) notwithstanding anything herein to the contrary, make such elections as it deems appropriate pursuant to the provisions of the Partnership Audit Procedures.

(b) Obligations of Members.

(i) Generally. Each Member and former Member agrees to cooperate, and to cause its direct and indirect owners to cooperate with the Partnership Representative and to do or refrain from doing any or all things reasonably requested by the Partnership Representative with respect to the conduct of any tax proceedings, in each case regardless whether then a Member or after ceasing to be a Member. Any deficiency for taxes imposed on any Member or former Member or its direct or indirect owners (including penalties, additions to tax or interest imposed with respect to such taxes) will be paid by such Member or former Member or its direct or indirect owners as applicable, and if required to be paid (and actually paid) by the Company, such Member or former Member shall indemnify the Company for such amounts within thirty (30) days of such payment by the Company, in each case regardless of whether then a Member or after ceasing to be a Member.

(ii) Partnership Audit Procedures. At the request of the Partnership Representative, in connection with an adjustment of any item of income, gain, loss, deduction, or credit of the Company or any subsidiary entity in which the Company has an interest, directly or indirectly, each Member and former Member shall, and shall cause its direct and indirect owners, as applicable, to, promptly file one or more amended tax returns in the manner contemplated by Section 6225(c) of the Code (and any Regulations or official guidance relating thereto, and, if applicable, any corresponding or similar provisions under state or local law) and pay any tax due with respect to such returns. If the Partnership Representative makes an election for the Company pursuant to Section 6226 of the Code with respect to an imputed underpayment, each Member and former Member shall, and shall cause its direct and indirect owners, as applicable, to, comply with the requirements under such section (and any Regulations or official guidance relating thereto). At the request of the Partnership Representative, each Member and former Member shall, and shall cause its direct and indirect owners, as applicable, to, provide the Partnership Representative and the Company with any information available to such Member or former Member (or its direct or indirect owners or representatives) and with such representations, certificates, or forms relating to such Member or former Member (or its direct or indirect owners or representatives) and any other documentation, in each case, that the Partnership Representative determines, in its reasonable discretion, are necessary to modify an imputed underpayment under Section 6225(c) of the Code or the Regulations or other official guidance thereunder. In the event that any imputed underpayment is paid or payable by the Company under Section 6225(a)(1) of the Code, each Member and former Member shall indemnify the Company in an amount equal to such Member’s or former Member’s share (as determined by the Partnership Representative with the advice of the Company’s tax counsel) of

the imputed underpayment and any associated interest and penalties) paid or payable by the Company (and the Partnership Representative shall have the option of charging a former Member's portion of any such underpayment to any Substitute Member acquiring a Membership Interest from such former Member, pro rata and in accordance with the portion of such former Member's Membership Interest acquired by the Substitute Member); provided, however, that the Partnership Representative may determine, in its discretion, to allocate the burden of such amounts to any Member without requiring payment by such Member to the Company.

(iii) **Survival of Obligations.** Each Member's obligations to comply with the requirements of this Section 9.09 shall survive the Member's transfer of all or any portion of its interest in the Company, otherwise ceasing to be a Member of the Company and/or the termination, dissolution, liquidation and winding up of the Company, to the extent applicable.

(iv) **Exculpation and Indemnification of Partnership Representatives and Designated Individuals.** Any Person acting as a "Partnership Representative" or "designated individual" pursuant to this Section 9.09 shall, when acting in such capacity, be deemed to be Manager for purposes of the Act, and as such his, her or its liability shall be eliminated to the same extent as Manager's liability is eliminated under Section 5.01 of this Agreement and he, she or it shall be entitled to indemnification to the same extent as a Manager is entitled to indemnification under Section 5.02 of this Agreement.

(c) **State Law.** If any state or local tax law provides for a Partnership Representative or person having similar rights, powers, authorities or obligations, the Partnership Representative shall also serve in such capacity.

SECTION 10

TRANSFER OF MEMBERSHIP INTEREST

10.01 Transfer Generally. No Member shall, directly or indirectly, transfer, sell, give, encumber, assign, pledge, or otherwise deal with or dispose of all or any part of his Membership Interest now owned or subsequently acquired by him, other than as provided for in this Agreement. Any transfer in violation of and without full compliance with this Agreement shall be void ab initio and without legal effect. A Member's Voting Units may not be transferred, in whole or in part, to a Successor in Interest, another Member or any other Person except as specifically provided herein. Notwithstanding the foregoing, any Member may transfer all or any portion of such Member's Membership Interest at any time to any Permitted Transferee and such Permitted Transferee shall be a Successor in Interest without giving effect to the options described in Section 10.02 hereof. No Permitted Transferee shall hold any Voting Units unless such Person executes an instrument agreeing to be bound by the terms of this agreement as provided in Section 10.04.

10.02 Right of First Opportunity.

(a) If a Member wishes to transfer all or any portion of his Membership Interest, such Member shall, before making any such disposition, first give the other Members a selling notice, specifying in writing the price, conditions and terms upon which he is willing to sell such

Membership Interest. The other Members shall have the option to purchase all of the offered Membership Interest at the price and upon the conditions and terms set forth in such notice in the manner described herein, provided, that, notwithstanding the preceding sentence, no assignee of a Membership Interest pursuant to this Section 10.02 shall be entitled to all or a portion of the transferring Member's Voting Units or become a Substitute Member of the Company except as provided in Sections 10.03 and 10.04.

(b) The other Members shall have thirty (30) days from the date of the selling notice within which to elect to purchase all of the offered Membership Interest; and if they do not elect to purchase all of such offered Membership Interest, then the Company shall have a similar option exercisable within the following thirty (30) day period.

(c) The option may be exercised by giving notice to the offering Member within the specified period. If more than one Member among those eligible to elect desires to purchase, they may purchase the offered Membership Interest in proportion to their respective Membership Interest, unless they otherwise agree. The closing of the purchase shall occur on a mutually agreed date not more than seventy-five (75) days from the date of the selling notice.

(d) If neither a Member nor the Company elects to purchase all of the offered Membership Interest, then the offering Member may sell such Membership Interest at a price not below nor upon terms more advantageous to the purchaser than those contained in the selling notice. If the sale is not made and consummated within ninety (90) days after the date of the selling notice, the offering Member may not thereafter sell or otherwise dispose of any of his Membership Interest without again complying with this Section 10.02.

10.03 Rights of Successor in Interest; Admittance as Substitute Member. No Successor in Interest (other than a Permitted Transferee) of the whole or any portion of any Membership Interest of a Member shall have the right to participate in the management of the business and affairs of the Company or to hold any Voting Units, or to become a Substitute Member in place of his predecessor in interest with respect to the whole or any portion of said Membership Interest without the prior written consent of Members holding more than eighty-five percent (85%) of the Voting Units entitled to be voted (not taking into account any Voting Units of the transferring Member), which consent shall be in the Members' respective sole discretion and be binding and conclusive on all parties. A Permitted Transferee shall become a Substitute Member upon executing an instrument in which such Permitted Transferee agrees to be bound by the terms of this Agreement and no consent of any Members shall be required. A Successor in Interest shall be bound by, and shall take such Membership Interest subject to, the terms and conditions of this Agreement as same applies to Members and their Membership Interests, but a Successor in Interest shall not have any Voting Units or any other rights or privileges of a Member hereunder (including but not limited to the right to participate in the Members' right of first opportunity set forth in Section 10.02) other than to share in the allocations and distributions to which the transferor Member would be entitled in respect of the transferred Membership Interest unless and until such Successor in Interest is admitted as a Substitute Member in accordance with the provisions of this Section 10.03 and Section 10.04 hereof, which admittance may be with or without corresponding Voting Units.

10.04 Requirements for Substitute Members. As a condition to the admission as a Substitute Member with respect to the whole or any portion of a Membership Interest, a Successor in Interest shall execute and acknowledge such instruments in form and substance as the Board of Managers may reasonably deem necessary or desirable to effect such admission and to confirm the agreement of such Person being admitted as a Substitute Member to be bound by all of the terms of this Operating Agreement, as the same may have been amended and then in force. Such Successor in Interest shall pay all reasonable expenses in connection with such admission as a Substitute Member.

10.05 Tax Reporting. Each Member agrees that if he transfers or assigns all or part of his Membership Interest herein, such Member shall keep a list containing the transferee's name, address, social security number or taxpayer identification number, as the case may be, the date on which such transfer occurred and the name, address and tax shelter registration number, if required to be obtained, of the Company.

10.06 Admission of New Member. With the consent of Members holding more than sixty percent (60%) of the Voting Units, any Person may become an Additional Member in the Company by the issuance of a new Membership Interest, with or without corresponding Voting Units, in consideration for such Capital Contribution as the Board of Managers shall determine appropriate; provided, that such Person executes such instruments as the Board of Managers deem necessary or desirable to effect its admission as a Member and to confirm its agreement to be bound by all the terms and conditions of this Operating Agreement.

10.07 Allocations to New Members. No Additional Member or Substitute Member or Successor in Interest shall be entitled to any retroactive allocation of items of taxable income, gain, loss, deductions or credits of the Company. The Board of Managers may, at its option, at the time an Additional Member or Substitute Member is admitted, or a Successor in Interest receives a Membership Interest, close the Company books (as though the Company's tax year had ended) or make pro rata allocations of income, gain, loss, deductions or credits to an Additional Member or Substitute Member or Successor in Interest for that portion of the Company's tax year in which an Additional Member or Substitute Member was admitted or Successor in Interest received his Membership Interest, in accordance with the provisions of Code Section 706(d) and the regulations promulgated thereunder.

SECTION 11

DISSOLUTION AND TERMINATION

11.01 Events of Dissolution. The Company shall be dissolved upon the occurrence of any of the following events:

- (a) The determination in writing of Members holding more than sixty percent (60%) of the Voting Units;
- (b) The sale, transfer or assignment of substantially all of the assets of the Company;

(c) The adjudication of the Company as insolvent within the meaning of insolvency in either bankruptcy or equity proceedings, or the filing of an involuntary petition in bankruptcy against the Company (which is not dismissed within ninety (90) days), or the filing against the Company of a petition for reorganization under the federal bankruptcy code or any state statute (which is not dismissed within ninety (90) days), or a general assignment by the Company for the benefit of creditors, or the voluntary claim (by the Company) that it is insolvent under any provisions of the federal bankruptcy code (or any state insolvency statutes), or the appointment for the Company of a temporary or permanent receiver, trustee, custodian or sequestrator, and such receiver, trustee, custodian or sequestrator is not dismissed within ninety (90) days; or

(d) As otherwise required by Virginia law.

11.02 Liquidation. Upon the dissolution of the Company, it shall wind up its affairs by either or a combination of both of the following methods as the Board of Managers (or if there are no Managers, such Person or Persons elected by Members holding a majority of the Voting Units) shall in their sole discretion determine:

(a) Selling the Company's assets and, after paying the Company's liabilities or reserving sufficient funds for such liabilities, distributing the net proceeds to the Members in satisfaction of their interests in the Company; and/or,

(b) Distributing the Company's assets to the Members in kind with the Members accepting undivided interests in the Company's assets, subject to its liabilities, in satisfaction of their interests in the Company.

11.03 Orderly Liquidation. A reasonable time as determined by the Board of Managers (or the Person or Persons carrying out the liquidation) not to exceed eighteen (18) months shall be allowed for the orderly liquidation of the assets of the Company and the discharge of liabilities to the creditors so as to minimize any losses attendant upon dissolution.

11.04 Distributions. Upon dissolution, the Company's assets (including any cash on hand) shall be distributed in the following order and in accordance with the following priorities:

(a) First, to the payment of the debts and liabilities of the Company (including but not limited to loans made by the Members or Managers) and the expenses of liquidation, including a sales commission to the selling agent, if any; then

(b) Second, to the setting up of any reserves which the Board of Managers (or the Person or Persons carrying out the liquidation) shall deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Company. Said reserves shall be paid over to a bank or an attorney at law as escrow agent to be held for the purpose of disbursing such reserves in payment of any of the aforementioned contingencies. At the expiration of such period as the Board of Managers (or the Person or Persons carrying out the liquidation) shall deem advisable, but in no event to exceed eighteen (18) months, the Board of Managers shall distribute the balance thereof in the manner provided in the following subparagraph; then

(c) Third, to the Members on a pro rata basis in accordance with their respective Capital Accounts after giving effect to all contributions, allocations and distributions for all periods.

11.05 Taxable Gain or Loss. Taxable income, gain and loss from the sale of the Company's property incurred upon or during liquidation and termination of the Company shall be allocated to the Members as provided in Section 9.

11.06 Certificate of Cancellation.

(a) Within a reasonable time following the completion of the liquidation of the Company, there shall be supplied to each of the Members a statement which shall set forth the assets and the liabilities of the Company as of the date of complete liquidation and each Member's portion of the distributions pursuant to this Agreement. Upon completion of the liquidation of the Company and the distribution of all the Company's assets, the Company shall terminate, and the Members shall execute and record a Certificate of Cancellation of the Company as well as any and all other documents required to effectuate the dissolution and termination of the Company.

(b) Upon the issuance of the filing of the Certificate of Cancellation, the existence of the Company shall cease, except for the purpose of suits, other proceedings and appropriate action as provided in the Act. The Managers shall thereafter be trustees for the Members and creditors of the Company and as such shall have authority to distribute any Company property discovered after dissolution, convey real estate, if any, and take such other action as may be necessary on behalf of and in the name of the Company.

SECTION 12
NOTICES

12.01 Form; Delivery. Whenever, under the provisions of law, the Articles or this Operating Agreement, notice is required hereunder to be given to any Person, it shall not be construed to mean exclusively personal notice unless otherwise specifically provided, but such notice may be given in writing, by mail or by a generally recognized overnight courier service, addressed to such Person, at his post office and street address as it appears on the records of the Company, with postage or applicable delivery fees thereon prepaid or billed to the sender. Any such notice shall be deemed to have been given at the time it is deposited, postage or applicable fees prepaid or billed to sender, in the United States mail or with such recognized courier service. Notice may also be given by a form of electronic transmission consented to by the Person to whom the notice is given. Notice given by a form of electronic transmission shall be deemed to have been delivered at the time it is transmitted. Any consent to notice by electronic transmission shall be revocable by written notice to the Company and shall be deemed revoked if (a) the Company is unable to deliver by electronic transmission two (2) consecutive notices given by the Company in accordance with such consent and (b) such inability becomes known to the Managers or other person responsible for giving the notice; provided, however, the inadvertent failure to treat such inability as a revocation shall not invalidate any meeting or

action.

12.02 Waiver. Whenever any notice is required to be given under the provisions of law, the Articles or this Operating Agreement, a written waiver thereof, signed by the Person or Persons entitled to such notice and filed with the records of the meeting, whether before or after the time stated therein, shall be conclusively deemed to be equivalent to such notice. In addition, any Member who attends a meeting of Members in person, or is represented at such meeting of proxy, without protesting at the commencement of the meeting the lack of notice thereof to him, or any Manager who attends a meeting of the Board of Managers without protesting at the commencement of the meeting such lack of notice, shall be conclusively deemed to have waived notice of such meeting.

SECTION 13
INTENTIONALLY DELETED

SECTION 14
MISCELLANEOUS PROVISIONS

14.01 Bank Accounts. The Company shall maintain such bank accounts as the Board of Managers may determine to be appropriate from time to time.

14.02 Books of Account and Records. Proper and complete records and books of account shall be kept or caused to be kept by the Board of Managers in which shall be entered fully and accurately all transactions and other matters relating to the Company in such detail and completeness as is customary and usual for businesses of the type engaged in by the Company. The books and records shall at all times be maintained at the principal office of the Company, which initially shall be located at 212 E. Main St., Suite 200, Salisbury, MD 21801, and shall be open to inspection and examination of the Members or their duly authorized representatives during reasonable business hours.

14.03 Application of Virginia Law. This Operating Agreement, and the interpretation hereof, shall be governed exclusively by its terms and by the laws of the Commonwealth of Virginia, without reference to its choice of law provisions, and specifically the Act.

14.04 Amendments. Any amendment to this Operating Agreement may be proposed to the Members by the Board of Managers or by Members holding at least sixty percent (60%) of all Voting Units in the Company. A vote on any amendment to this Operating Agreement shall be taken within thirty (30) days after notice thereof has been given to the Members unless such period is otherwise extended by applicable laws, regulations, or agreement of the Members. A proposed amendment shall become effective at such time as it has been approved by Members holding more than sixty percent (60%) of the Voting Units. The execution of an amended Operating Agreement by all Members shall be conclusive evidence of approval of such amended Operating Agreement.

14.05 Execution of Additional Instruments. Each Member hereby agrees to execute such other and further statements of interest and holdings, designations, powers of attorney and

other instruments as necessary to comply with any laws, rules or regulations.

14.06 Construction. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa.

14.07 Headings. The headings in this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Operating Agreement or any provision hereof.

14.08 Waivers. The failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Operating Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

14.09 Rights and Remedies Cumulative. The rights and remedies provided by this Operating Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

14.10 Severability. If any provision of this Operating Agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Operating Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

14.11 Heirs, Successors and Assigns. Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Operating Agreement, their respective heirs, legal representatives, successors and assigns.

14.12 Creditors. None of the provisions of this Operating Agreement shall be for the benefit of or enforceable by any creditor of the Company. The specific intent of the undersigned is that there shall be no third-party beneficiaries of this Agreement.

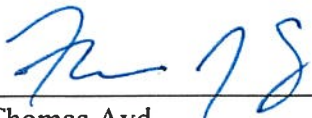
14.13 Counterparts. This Operating Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

14.14 Entire Agreement. This Agreement sets forth all of the promises, agreements, conditions and understandings between the parties respecting the subject matter hereof and supersedes all negotiations, conversations, discussions, correspondence, memoranda and agreements between the parties concerning such subject matter.

The undersigned, being the initial Members of the Company, hereby agree, acknowledge and certify that the foregoing Operating Agreement, including the schedules and exhibits hereto, constitutes the sole and entire Operating Agreement of Waxpool Apartments MM, LLC, adopted as of the date first written above.


MEMBERS:

GSH PARTNERS, LLC,
a Maryland limited liability company

By: 
Name: Thomas Ayd
Title: Operating Manager

GOOD WORKS LP,
a Virginia limited partnership

By: Hart, McMurphy & Parks, Inc.,
Its General Partner

By: 
Name: G. Kimball Hart
Title: President

LIST OF SCHEDULES AND EXHIBITS:

- Schedule 1 - Members' Names, Addresses, Membership Interests, Voting Units and Initial Capital Contributions
- Exhibit A - Major Decisions

SCHEDULE 1

**Members' Names, Addresses, Membership Interests, Voting Units
and Initial Capital Contributions**

Name and Address	Membership Interest	Voting Units	Initial Capital Contributions
GSH Partners, LLC 212 E. Main St., Suite 200 Salisbury, MD 21801	50%	50	\$50.00
Good Works LP 102 W. Washington St. Middleburg, VA 20117	50%	50	\$50.00
TOTAL	100%	100	\$100.00

EXHIBIT A

MAJOR DECISIONS

1. Amend this Agreement, as amended, or the Articles of Organization for the Company or cause the Owner's Operating Agreement, or the Articles of Organization for the Owner (the "Owner's Articles") to be amended, or knowingly take or permit any action to occur that would adversely affect the rights or obligations of any one Member of the Company or the Owner, as the case may be.
2. Approve the Owner's Articles, the Owner's Operating Agreement, or any other governing or organizational documents for the Owner, and any amendment thereto, or assign or delegate any rights, duties or obligations of the Company thereunder to another party.
3. Cause a merger, conversion, reorganization or similar transaction with respect to the Company or the Owner or issue, sell, assign, encumber or transfer any direct or indirect ownership interest in the Company or the Owner, whether voluntary or involuntary, by operation of law or otherwise, except as allowed pursuant to the Owner's Operating Agreement.
4. Organize or form any subsidiary of the Company or the Owner.
5. Sell or otherwise dispose of (or cause the disposal of), at any time, all or substantially all of the assets of the Company, the Owner, the Project or Property, or any portion of the Property or the Project (but not including utility easements entered into in the normal course of development).
6. Acquire or cause the Owner to acquire any real property in addition to the Property other than easements reasonable and necessary for the operation of the Project.
7. Dissolve, liquidate or otherwise terminate the Company (except as provided in Section 11) or cause the dissolution, liquidation or termination of the Owner, except as allowed pursuant to the Owner's Operating Agreement.
8. At any time after the fifteenth (15th) anniversary of the Project being placed in service, market and sell the Company's membership interest in the Owner or the Owner's interests in the Property or the Project or any part thereof.
9. Except as permitted in accordance with the terms of this Agreement or the Owner's Operating Agreement, admit or remove any party as a Member of the Company or cause to admit or remove any party as a member of the Owner.
10. Confess a judgment against the Company or the Owner to join in, initiate, or take any action for foreclosure, bankruptcy or any other insolvency proceedings or consent to any plan of reorganization in bankruptcy or consent to any lifting of the automatic stay.

11. Take any action (or fail to take any action) which would result in a breach of this Agreement or the Owner's Operating Agreement or cause any representation of the Managers or the Company to become inaccurate or untrue.
12. On behalf of the Company or the Owner, initiate any lawsuit or other legal or administrative proceeding or consent to the settlement of any lawsuit or any other legal or administrative proceeding involving the Company or the Owner as a party.
13. On behalf of the Company or the Owner, settle any audit with the IRS concerning the adjustment or readjustment of any Company and/or Owner tax item, extend any statute of limitations, or initiate or settle any judicial review or action concerning the amount or character of any Company and/or Owner tax item.
14. On behalf of the Owner, approve the final Project budget and the final plans and specifications for the Project; make any modification to the Project budget or operating budget or make any expenditure which is not consistent with the Project budget in excess of \$100,000 in the aggregate, or operating budget in excess of \$5,000 in any given year.
15. On behalf of the Owner and unless allowed pursuant to the Owner's Operating Agreement, make an election to defer the first year of the credit period;
16. On behalf of the Company or the Owner, draw upon the construction contingency in excess of the amounts permitted pursuant to the Owner's Operating Agreement.
17. On behalf of the Company or the Owner, borrow in excess of \$10,000 in the aggregate at any one time outstanding on the general credit of the Company or the Owner, except as allowed pursuant to the Owner's Operating Agreement.
18. Except as allowed pursuant to the Owner's Operating Agreement, cause the Company or the Owner to execute any commitment for a mortgage loan, borrow money, refinance, recast, extend, compromise or otherwise execute any loan document (including any documents securing such loan), including, without limitation, the form and substance of any guaranties, indemnities, cash escrows, letters of credit or bonds required to be provided as credit enhancement for any loans, or otherwise, and the Person or Persons who will provide such credit enhancement; provided, however, that no Manager shall be required to provide any indemnification or any guaranty of the obligations of the Company or the Owner with respect to any loan except as expressly provided in the Owner's Operating Agreement, and no Manager shall have the right, either unilaterally or collectively, to pledge, encumber, assign or otherwise transfer any property of the Company or the Owner to secure a loan or other indebtedness of a party which is not the Company or the Owner, respectively.
19. Except as allowed pursuant to the Owner's Operating Agreement, cause the Company or the Owner to execute any amendments, modifications, prepayments or renewals of any loan documents to which the Owner is a party, including, without limitation, any modifications to any guaranties, indemnities, cash escrows, letters of credit or bonds provided as credit enhancement for any loans; increase or decrease the amount of any mortgage loan (or apply for such an

increase or decrease); or convert a construction loan to a permanent loan or authorize such conversion with any lender.

20. With respect to the Project or on behalf of the Owner, approve the Property Management Agreement, Purchase Agreement, the Construction Contract, the Option Agreement, and the terms of any amendment thereto, or any termination of any of the foregoing.

21. With respect to the Project or on behalf of the Owner, enter into any contract with, or make any payment to any Manager or any related party of a Manager.

22. With respect to the Project or on behalf of the Owner, approve any agreement with a term of greater than one year or with an aggregate value of greater than Fifty Thousand Dollars (\$50,000) to the extent such agreement is not expressly provided for in an approved budget.

23. With respect to the Project or on behalf of the Owner, approve any material design, service or construction plans, contracts, or budget with an aggregate value of greater than Fifty Thousand Dollars (\$50,000), to the extent not expressly provided for in an approved budget.

24. With respect to the Project or on behalf of the Owner, discharge the construction contractor of its duties, replace the construction contractor or deliver to the construction contractor any correspondence regarding a potential dismissal of the contractor or amend, modify, assign, terminate or renew in any manner the construction contract.

25. With respect to the Project or on behalf of the Owner, approve, amend, modify, assign, terminate or renew any housing subsidy contract (if applicable), professional contract or amendment thereto (including but not limited to the property management agreement or any other property management agreement, any asset management agreement, servicing agreement, or construction management agreement) with an aggregate value of greater than Fifty Thousand Dollars (\$50,000) or a term greater than one year, to the extent not expressly provided for in an approved budget.

26. Develop or enter into any agreement to develop any currently undeveloped portion of the Property upon which the Project is to be built on behalf of the Company or the Owner;

27. With respect to the Project or on behalf of the Owner, enter into, modify, assign or terminate (a) any easement that benefits or burdens the Project or the Property, (b) any commercial lease (including any agreement for the installation and/or operation of a cellular tower) or (c) any agreement for the provision of personal or social services with respect to any portion of the Project (specifically including, but not limited to, agreements for food or health services).

28. With respect to the Project, select or replace the property management company for the Company or on behalf of the Owner.

29. Select or replace the accountants for the Company or the Owner.

30. Select or replace legal counsel for the Company or the Owner.
31. Change the fiscal year of the Company or the Owner.
32. Take any other action requiring the approval of the Members either under this Agreement or the Virginia Limited Liability Company Act.
33. Any decision related to the issuance of Form 8609s for the Project.

TAB A

LPA

Developer Fee Agreement

DEVELOPMENT FEE AGREEMENT

THIS DEVELOPMENT FEE AGREEMENT (this "*Agreement*") is made and entered into effective as of the ____ of _____, 2021, by and between **GREEN STREET HOUSING, LLC**, a Maryland limited liability company, and **GOOD WORKS DEVELOPMENT LP**, a Virginia limited partnership (collectively, the "*Developers*"), and **WAXPOOL APARTMENTS, LLC** a Virginia limited liability company (the "*Company*").

WITNESSETH:

WHEREAS, the Company has been formed for the purposes, inter alia, of acquiring, financing, owning, constructing, developing, maintaining, improving, operating, leasing and selling or otherwise disposing of certain real property located in Loudoun County, Virginia together with all improvements, furnishings, equipment and personal property to be located thereon (together, the land and improvements are to be known as the Waxpool Apartments and will be referred to as the "*Apartment Complex*"), which Apartment Complex upon completion will consist of one residential building totaling 52 apartment units, a community room, fitness center, and all furnishings, equipment, land, real property and personal property used in connection with the operation thereof, and is intended to be rented and managed in order that it will qualify for the low-income housing tax credit provided in Section 42 of the Internal Revenue Code of 1986, as amended (the "*Code*");

WHEREAS, in order to effectuate the purposes for which it has been formed, the Company has engaged the services of the Developers with respect to overseeing the development of the Apartment Complex for the Company; and

WHEREAS, the parties desire to enter into this Agreement that amends and restates in total any and all prior agreements and sets forth the obligations of, and the services to be performed by, the Developers and the compensation for such services.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

Section 1. Obligations of the Developers. The Developers shall have the following duties, to the extent they have not already been performed:

- a) to assist, advise and consult on the selection of and provide coordination and supervision of the architect and engineer in connection with the preparation of and any changes to the site plan for the Apartment Complex and the renderings, drawings and specifications for construction of Improvements (the "*Plans and Specifications*");
- b) to be cognizant of and advise the Company with respect to any and all rules or regulations, city ordinances, including health and fire safety regulations, or any other requirements of law or governmental authorities applicable to the development and construction of the Improvements and to coordinate the services of professionals in

connection therewith;

- c) to assist, coordinate and supervise the obtaining of all necessary building permits and approvals for and in connection with the development and construction of the Apartment Complex;
- d) to consult, advise and assist in preparing a development and construction budget and pro forma cash flow projections and coordinating professionals in connection therewith;
- e) to cooperate and coordinate with the construction contractors appointed by the Company;
- f) to otherwise use commercially reasonable best efforts to coordinate, supervise and cause the development and construction of the Apartment Complex on a timely basis and within the contemplated budget;
- g) to record the progress on all of the foregoing, and, as requested, submit written progress reports to the Company; and
- h) to maintain or cause to be maintained at its sole cost and expense all off-site office and accounting facilities and equipment necessary to adequately perform all functions of Developers specified herein.

The Developers may retain the services of independent consultants, provided the Company shall have no responsibility to such independent parties.

Section 2. Services Not Contemplated By This Agreement. The Developers is not responsible for in any manner or form and shall not perform any of the following services, it being the understanding between the parties hereto that all such listed activities and services are the exclusive responsibility of the Company, the Managing Member and/or consultants or others engaged by the Company:

- a) any services with respect to the acquisition of the land or buildings included in the Apartment Complex or development of nonresidential improvements;
- b) services in connection with obtaining an allocation of Credits;
- c) any services in connection with obtaining commitments from and negotiating with any permanent lender to the Apartment Complex;
- d) any services in connection with the syndication of the Company or placement of the equity from investor limited partners;
- e) any services with respect to the lease-up of the Apartment Complex units (such services already having been contemplated in the Management Agreement);
- f) any services in connection with the organizational structure of the Apartment Complex and any entity with respect thereto or the organization of the Company; and

- g) any services in connection with obtaining any rental subsidies for the Apartment Complex.

The Developers understand that they will not be paid and at no time will be due any amount under this Agreement if and to the extent the Developers should perform any such services. In connection hereto, the Developers represents, warrants and covenants that, to the best of its knowledge, it has not performed and will not perform any of such services in connection with this Agreement and, in the event the Developers has performed or does perform any such services, it agrees that no compensation at any time payable to the Developers pursuant to this Agreement will be attributable to any such services.

Section 3. Development Fee.

In consideration of the performance by the Developers of the development services described herein, the Company shall pay to the Developers a development fee (the "**Development Fee**") in the amount of \$[1,850,371]. The Company and the Developers acknowledge that specific portions of the Development Fee shall be earned by Developers as certain benchmarks are satisfied as more particularly described in the [Amended and Restated Operating Agreement] of the Company to be entered into after the date hereof (the "**Company Agreement**"), but in any event all of the Development Fee shall be earned upon the receipt by the Company of the final certificate of occupancy for the last building in the Apartment Complex (or, if earlier, as of the end of the first year of the credit period (as such term is defined in Section 42(f)(1) of the Code)). All amounts due and payable hereunder shall be paid in accordance with the Company Agreement.

Developers shall not be compensated for, and no portion of the Development Fee shall apply to, services in connection with the development of nonresidential improvements, the organization or syndication of the Company, the acquisition of land or existing buildings included in the Apartment Complex, obtaining an allocation of Credits or securing financing for the Apartment Complex other than construction financing, it being the understanding between the parties hereto that all such listed activities and services are the exclusive responsibility of the Company, the Managing Member and/or consultants or others engaged by the Company. In addition, any amount of Development Fee that remains unpaid after Construction Completion of the Apartment Complex shall constitute a loan bearing an interest rate equal to the long-term Applicable Federal Rate for the month in which the Apartment Complex achieves Construction Completion, from the Developers to the Company, and shall be due and payable in full by the fifteenth anniversary of Construction Completion.

Section 4. Termination of Duties and Responsibilities of Developers. The Developers shall have no further duties or obligations hereunder after receipt of a final certificate of occupancy for the last building in the Apartment Complex and completion of all punch list items. The Developers' duties, responsibilities and rights hereunder shall not be terminated by the Company except for "cause" **finally determined by a court of competent jurisdiction.** For purposes hereof, "cause" shall mean fraud, dishonesty, reckless disregard for customary practices and intentional misconduct after at least thirty (30) days' prior notice and opportunity to cure.

Section 5. Miscellaneous.

- a. This Agreement shall be binding upon the parties hereto and their respective successors and permitted assigns. This Agreement may not be assigned by any of the parties hereto without the written consent of the other party and the Developers may not assign or pledge its rights or its duties under this Agreement.
- b. The descriptive paragraph headings of this Agreement are inserted for convenience only and are not intended to and shall not be construed to limit, enlarge, or affect the scope or intent of this Agreement nor the meaning of any provision hereof.
- c. This Agreement and the rights and obligations of the parties hereto shall be governed and construed and enforced in accordance with the laws of the Commonwealth of Virginia, without regard to principles of conflicts of laws. The parties agree and consent that venue for purposes of resolving any dispute or controversy relating to this Agreement shall be Loudoun County, Virginia.
- d. This Agreement embodies the entire agreement and understanding between the parties relating to the subject matter hereof and supersedes all prior agreements and understandings related to such subject matter, and it is agreed that there are no terms, understandings, representations or warranties, express or implied, other than those set forth herein.
- e. This Agreement shall not be amended or modified in any respect without the prior written consent of each party hereto.
- f. No party hereto shall file or attempt to file this Agreement of record.
- g. This Agreement and the obligations of the Developers hereunder are solely for the benefit of the Company and its Partners and no benefits to third parties are intended.
- h. In the event any provision hereof is deemed to be unenforceable or against public policy, then such provision shall be deemed omitted from this Agreement and to the extent possible such provision shall be replaced with an enforceable provision which corresponds with the spirit of the omitted provision, and no other provision of this Agreement shall be affected by such omission or unenforceability.
- i. The parties agree that the prevailing party in any action or dispute involving litigation concerning the subject matter hereof, shall be entitled to reasonable attorneys' fees and court costs.
- j. The waiver by any party of any breach of this Agreement shall not operate or be construed to be a waiver of any subsequent breach.
- k. All capitalized terms herein shall have the same meanings as set forth in the Company Agreement, except as otherwise expressly set forth herein.

Section 6. Notice. Any notice required to be given hereunder shall be in writing and mailed by certified mail, postage prepaid, or hand delivered with receipt of service simultaneously to all parties at the addresses set forth in the Company Agreement. Each party shall have the right to change its address for the receipt of notices, upon the giving of proper notice to all other parties hereto. Whenever a period of time is to be computed from the date of receipt of an item of certified mail, such period shall be computed from the fifth day following the date of mailing if delivery of the certified mail item is refused by the party to whom it was directed.

Section 7. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original copy and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties shall not have signed the same counterpart.

Section 8. Responsibilities of the Company. In order for the Developers to perform duties described herein, the Company shall:

- a) provide full information regarding its requirements for the Apartment Complex;
- b) designate a representative who shall be fully acquainted with the scope of the work and has authority to render decisions promptly and furnish information expeditiously; and
- c) if the Company becomes aware of any fault or defect in the Apartment Complex or nonconformance with any contract or other documents, it shall give prompt written notice thereof to the Developers.

Section 9. Independent Contractor. The parties hereto do not intend to create a Company or any similar association for any purpose pursuant to this Agreement. The Developers shall be an independent contractor for all purposes.

Section 10. Waiver of Jury Trial. (a) Each of the parties hereto hereby knowingly, voluntarily and intentionally, after opportunity for consultation with independent counsel, waives its right to trial by jury in any action or proceeding to enforce or defend any rights or obligations (i) under this Agreement, (ii) arising from the financial relationship between the parties existing in connection with this Agreement or (iii) arising from any course of dealing, course of conduct, statement (verbal or written) or action of the parties in connection with such financial relationship. (b) No party hereto will seek to consolidate any such action in which a jury trial has been waived with any other action in which a jury trial has not been or cannot be waived. (c) The provisions of this Section have been fully negotiated by the parties hereto, and these provisions shall be subject to no exceptions. (d) No party hereto has in any way agreed with or represented to any other party that the provisions of this Section will not be fully enforced in all instances. (e) This Section is a material inducement for the Company to enter into this Agreement.

[End of text; signatures begin on following page]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed and delivered as of the Effective Date.

DEVELOPERS:

GREEN STREET HOUSING, LLC, a Maryland limited liability company

By: _____
Thomas J. Ayd, Jr., Principal

GOOD WORKS DEVELOPMENT LP, a Virginia limited partnership

By: Hart, McMurphy & parks, Inc.
Its General Partner

By: _____
G. Kimball Hart, President

COMPANY:

WAXPOOL APARTMENTS, LLC

By: WAXPOOL APARTMENTS MM, LLC
a Virginia limited liability company

By: GSH Partners, LLC
a Maryland limited liability company,
its Co-Manager

By: _____
Thomas J. Ayd, Jr., Operating Manager

B

Virginia State Corporation
Commission Certification
(MANDATORY)

Commonwealth of Virginia



State Corporation Commission

CERTIFICATE OF FACT

I Certify the Following from the Records of the Commission:

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

That the Limited Liability Company was formed on September 3, 2021; and

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

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

Nothing more is hereby certified.



Signed and Sealed at Richmond on this Date:

September 20, 2021

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

Bernard J. Logan, Clerk of the Commission

Commonwealth of Virginia



State Corporation Commission

CERTIFICATE OF FACT

I Certify the Following from the Records of the Commission:

That Waxpool Apartments MM, LLC is duly organized as a Limited Liability Company under the law of the Commonwealth of Virginia;

That the Limited Liability Company was formed on September 3, 2021; and

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

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

Nothing more is hereby certified.



Signed and Sealed at Richmond on this Date:

September 20, 2021

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

Bernard J. Logan, Clerk of the Commission

C

Principal's Previous
Participation Certification
(MANDATORY)



Previous Participation Certification

Development Name: _____

Name of Applicant (entity): _____

I hereby certify that:

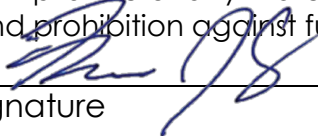
1. All the statements made by me are true, complete and correct to the best of my knowledge and belief and are made in good faith, including the data contained in Schedule A and any statements attached to this certification.
2. During any time that any of the participants were principals in any multifamily rental property, no property has been foreclosed upon, in default or assigned to the mortgage insurer (governmental or private); nor has mortgage relief by the mortgagee been given;
3. During any time that any of the participants were principals in any multifamily rental property, there has not been any breach by the owner of any agreements relating to the construction or rehabilitation, use, operation, management or disposition of the property, including removal from a partnership;
4. That at no time have any principals listed in this certification been required to turn in a property to the investor or have been removed from a multifamily rental property ownership structure;
5. That to the best of my knowledge, there are no unresolved findings raised as a result of state or federal audits, management reviews or other governmental investigations concerning any multifamily rental property in which any of the participants were principals;
6. During any time that any of the participants were principals in any multifamily rental property, there has not been a suspension or termination of payments under any state or federal assistance contract for the property;
7. None of the participants has been convicted of a felony and is not presently, to my knowledge, the subject of a complaint or indictment charging a felony. A felony is defined as any offense punishable by imprisonment for a term exceeding one year, but does not include any offense classified as a misdemeanor under the laws of a state and punishable by imprisonment of two years or less;
8. None of the participants has been suspended, debarred or otherwise restricted by any federal or state governmental entity from doing business with such governmental entity; and

Previous Participation Certification, cont'd

9. None of the participants has defaulted on an obligation covered by a surety or performance bond and has not been the subject of a claim under an employee fidelity bond.
10. None of the participants is a Virginia Housing 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

Printed Name

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



Previous Participation Certification

Development Name: Waxpool Apartments
Name of Applicant (entity): Waxpool Apartments, LLC
Waxpool Apartments MM, LLC- GSH Partners, LLC- Co Manager

I hereby certify that:

1. All the statements made by me are true, complete and correct to the best of my knowledge and belief and are made in good faith, including the data contained in Schedule A and any statements attached to this certification.
2. During any time that any of the participants were principals in any multifamily rental property, no property has been foreclosed upon, in default or assigned to the mortgage insurer (governmental or private); nor has mortgage relief by the mortgagee been given;
3. During any time that any of the participants were principals in any multifamily rental property, there has not been any breach by the owner of any agreements relating to the construction or rehabilitation, use, operation, management or disposition of the property, including removal from a partnership;
4. That at no time have any principals listed in this certification been required to turn in a property to the investor or have been removed from a multifamily rental property ownership structure;
5. That to the best of my knowledge, there are no unresolved findings raised as a result of state or federal audits, management reviews or other governmental investigations concerning any multifamily rental property in which any of the participants were principals;
6. During any time that any of the participants were principals in any multifamily rental property, there has not been a suspension or termination of payments under any state or federal assistance contract for the property;
7. None of the participants has been convicted of a felony and is not presently, to my knowledge, the subject of a complaint or indictment charging a felony. A felony is defined as any offense punishable by imprisonment for a term exceeding one year, but does not include any offense classified as a misdemeanor under the laws of a state and punishable by imprisonment of two years or less;
8. None of the participants has been suspended, debarred or otherwise restricted by any federal or state governmental entity from doing business with such governmental entity; and

Previous Participation Certification, cont'd

9. None of the participants has defaulted on an obligation covered by a surety or performance bond and has not been the subject of a claim under an employee fidelity bond.
10. None of the participants is a Virginia Housing 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

David F. Layfield

Printed Name

12-14-2021

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



Previous Participation Certification

Development Name: Waxpool Apartments
Name of Applicant (entity): Waxpool Apartments, LLC
Waxpool Apartments MM, LLC- Good Works LP- Co Manager

I hereby certify that:

1. All the statements made by me are true, complete and correct to the best of my knowledge and belief and are made in good faith, including the data contained in Schedule A and any statements attached to this certification.
2. During any time that any of the participants were principals in any multifamily rental property, no property has been foreclosed upon, in default or assigned to the mortgage insurer (governmental or private); nor has mortgage relief by the mortgagee been given;
3. During any time that any of the participants were principals in any multifamily rental property, there has not been any breach by the owner of any agreements relating to the construction or rehabilitation, use, operation, management or disposition of the property, including removal from a partnership;
4. That at no time have any principals listed in this certification been required to turn in a property to the investor or have been removed from a multifamily rental property ownership structure;
5. That to the best of my knowledge, there are no unresolved findings raised as a result of state or federal audits, management reviews or other governmental investigations concerning any multifamily rental property in which any of the participants were principals;
6. During any time that any of the participants were principals in any multifamily rental property, there has not been a suspension or termination of payments under any state or federal assistance contract for the property;
7. None of the participants has been convicted of a felony and is not presently, to my knowledge, the subject of a complaint or indictment charging a felony. A felony is defined as any offense punishable by imprisonment for a term exceeding one year, but does not include any offense classified as a misdemeanor under the laws of a state and punishable by imprisonment of two years or less;
8. None of the participants has been suspended, debarred or otherwise restricted by any federal or state governmental entity from doing business with such governmental entity; and

Previous Participation Certification, cont'd

9. None of the participants has defaulted on an obligation covered by a surety or performance bond and has not been the subject of a claim under an employee fidelity bond.
10. None of the participants is a Virginia Housing 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

G. Kimball Hart

Printed Name

12-14-2021

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

D

List of LIHTC Developments

(Schedule A)
(MANDATORY)

List of LIHTC Developments (Schedule A)



Development Name: Waxpool Apartments
 Name of Applicant: Waxpool Apartments, 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 2005 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: Thomas J. Ayd, Jr. 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	Hollybrook Farms Apartments Laurel, DE	Holly Brook Farms, LP 212 E Main St., Ste. 200, Salisbury, MD	Y	124	124	2010	2010	N
2	Seaford Apartments Seaford, DE	Seaford Family, LP 212 E Main St., Ste. 200, Salisbury, MD	Y	37	37	2011	2011	N
3	Greenside Manor Seaford, DE	Greenside Associates, LP 212 E Main St., Ste. 200, Salisbury, MD	Y	40	40	2012	2012	N
4	Heron Run Apartments Smyrna, DE	Heron Run Associates, LP 212 E Main St., Ste. 200, Salisbury, MD	Y	40	40	2013	2013	N
5	Samuel Chase Apartments Princess Anne, MD	Samuel Chase Associates, LP 1375 Piccard Drive, Ste. 150 Rockville, MD	Y	60	60	2015	2016	N
6	McKee Branch Dover, DE	McKee Branch Associates, LP 977 E Masten Circle Milford, DE	Y	66	66	2014	2014	N
7	Greenwood Village Cambridge, MD	Greenwood Village Preservation, LP 1375 Piccard Drive, Ste. 150 Rockville, MD	Y	20	20	2018	2019	N
8	Chestertown Cove Chestertown, MD	Chestertown Cove Preservation, LP 1375 Piccard Drive, Ste. 150 Rockville, MD	Y	32	32	2018	2019	N
9	Brookside Station Edgewood, MD	Brookside Station, LLC 410 Severn Ave, Ste. B-413 Annapolis, MD	Y	56	56	2018	2019	N
10	Village at Iron Branch Millsboro, DE	Iron Branch Associates, LP 212 E Main St., Ste. 200, Salisbury, MD	Y	38	38	2019	2020	N
11	Lex Woods Apartments Lexington Park, MD	Lex Woods Preservation, LP 1375 Piccard Drive, Ste. 150, Rockville, MD	Y	76	76	2019	2020	N
12	Villages at Slippery Hill I Queenstown, MD	Slippery Hill I, LP 212 E Main St., Ste. 200, Salisbury, MD	Y	66	66	2020	2021	N
13	Spring School Apartments Elkton/Port Deposit, MD	Spring School Preservation, LP 1375 Piccard Drive, Ste. 150, Rockville, MD	Y	69	69	2020	TBD	N
14	Carrolltowne Village Sykesville, MD	Carrolltowne Village Preservation, LP 1375 Piccard Drive, Ste. 150, Rockville, MD	Y	40	40	2020	2021	N
15	Pinecrest Apartments Bedford, VA	Pinecrest Preservation, LLC 212 E Main St., Ste. 200, Salisbury, MD	Y	64	64	2021	2021	N
16	Fairview Apartments Rising Sun, MD	Fairview Preservation, LLC 212 E Main St., Ste. 200, Salisbury, MD	Y	75	75	2021	TBD	N
17								
18								
19								
20								
21								
22								
23								
24								
25								
26								
27								
28								
29								
30								
31								
32								
33								
34								
35								
36								
37								
38								
39								
40								

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

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: Waxpool Apartments
 Name of Applicant: Waxpool Apartments, 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 2005 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: David F. Layfield 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	Hollybrook Farms Apartments Laurel, DE Holly Brook Farms, LP 212 E Main St., Ste. 200, Salisbury, MD	Y	124	124	2010	2010	N
2	Seaford Apartments Seaford, DE Seaford Family, LP 212 E Main St., Ste. 200, Salisbury, MD	Y	37	37	2011	2011	N
3	Greenside Manor Seaford, DE Greenside Associates, LP 212 E Main St., Ste. 200, Salisbury, MD	Y	40	40	2012	2012	N
4	Heron Run Apartments Smyrna, DE Heron Run Associates, LP 212 E Main St., Ste. 200, Salisbury, MD	Y	40	40	2013	2013	N
5	Samuel Chase Apartments Princess Anne, MD Samuel Chase Associates, LP 1375 Piccard Drive, Ste. 150 Rockville, MD	Y	60	60	2015	2016	N
6	McKee Branch Dover, DE McKee Branch Associates, LP 977 E Masten Circle Milford, DE	Y	66	66	2014	2014	N
7	Greenwood Village Cambridge, MD Greenwood Village Preservation, LP 1375 Piccard Drive, Ste. 150 Rockville, MD	Y	20	20	2018	2019	N
8	Chestertown Cove Chestertown, MD Chestertown Cove Preservation, LP 1375 Piccard Drive, Ste. 150 Rockville, MD	Y	32	32	2018	2019	N
9	Brookside Station Edgewood, MD Brookside Station, LLC 410 Severn Ave, Ste. B-413 Annapolis, MD	Y	56	56	2018	2019	N
10	Village at Iron Branch Millsboro, DE Iron Branch Associates, LP 212 E Main St., Ste. 200, Salisbury, MD	Y	38	38	2019	2020	N
11	Lex Woods Apartments Lexington Park, MD Lex Woods Preservation, LP 1375 Piccard Drive, Ste. 150, Rockville, MD	Y	76	76	2019	2020	N
12	Villages at Slippery Hill I Queenstown, MD Slippery Hill I, LP 212 E Main St., Ste. 200, Salisbury, MD	Y	66	66	2020	2021	N
13	Spring School Apartments Elkton/Port Deposit, MD Spring School Preservation, LP 1375 Piccard Drive, Ste. 150, Rockville, MD	Y	69	69	2020	TBD	N
14	Carrolltowne Village Sykesville, MD Carrolltowne Village Preservation, LP 1375 Piccard Drive, Ste. 150, Rockville, MD	Y	40	40	2020	2021	N
15	Pinecrest Apartments Bedford, VA Pinecrest Preservation, LLC 212 E Main St., Ste. 200, Salisbury, MD	Y	64	64	2021	2021	N
16	Fairview Apartments Rising Sun, MD Fairview Preservation, LLC 212 E Main St., Ste. 200, Salisbury, MD	Y	75	75	2021	TBD	N
17							
18							
19							
20							
21							
22							
23							
24							
25							
26							
27							
28							
29							
30							
31							
32							
33							
34							
35							
36							
37							
38							
39							
40							

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

List of LIHTC Developments (Schedule A)



Development Name: Waxpool Apartments
 Name of Applicant: Waxpool Apartments, 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 2005 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: G. Kimball Hart 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 Levis Hill House Middleburg, VA	WHF-I PO Box 1593, Middleburg, VA 20118	Y	20	20	2008	2009	N
2 Piedmont Lane The Plains, VA	WHF-II PO Box 1593, Middleburg, VA 20119	Y	16	16	2012	2013	N
3 Shreveport Ridge Apartments Brambleton, VA	WHF-III PO Box 1593, Middleburg, VA 20120	Y	98	98	2014	2015	N
4 Washburn Place Marshall, VA	WHF-V PO Box 1593, Middleburg, VA 20121	Y	30	30	2018	2019	N
5 Heronview Apartments Sterling, VA	WHF-VII PO Box 1593, Middleburg, VA 20122	Y	96	96	2019	2020	N
6 Stone Springs Apartments Dulles, VA	Stone Springs VA GP LLC 1714 East Blvd, Charlotte, NC 28203	Y	128	128	2019	2020	N
7 Ashburn Chase Apartments Ashburn, VA	Ashburn Chase LLC and Ashburn Chase II LLC 1375 Piccard Drive, Ste 150, Rockville MD 20850	Y	98	96	2020	2021	N
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							
21							
22							
23							
24							
25							
26							
27							
28							
29							
30							
31							
32							
33							
34							
35							
36							
37							
38							
39							
40							

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

ADD ADDITIONAL PROPERTIES USING NEXT TAB

E

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

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE (this "Agreement") is made this 29th day of September, 2021 (the "Effective Date"), by and between WAXPOOL CROSSING II, INC., a Virginia corporation, (the "Seller") and WAXPOOL APARTMENTS, LLC, a Virginia limited liability company ("Purchaser").

RECITALS

A. Seller is the sole legal owner of all that certain lot, tract or parcel of real estate containing approximately 33,078 square feet (0.759 acres) of land located in Loudoun County, Virginia (the "County") and being a portion of the land known as PIN 088-47-1916 shown as the Waiver Lot on the draft subdivision plat entitled "Subdivision Waiver Plat on Lot 2A, Netway Center at Ashburn, Instrument 20210219-0020362, Ashburn Election District, Loudoun County, Virginia" dated September 16, 2021 and attached hereto as Exhibit A (the "Subdivision Waiver Plat"), (the "Property").

B. Purchaser desires to acquire the Property in the approximate location as shown on the plat prepared by J2 Engineers dated August 24, 2021, attached hereto as Exhibit B (the "Site"). On the Site, the Purchaser intends to develop and construct up to 52 (but not less than 44) Affordable Housing Units ("AHUs"), as hereinafter further defined, within a single four- or five-story residential structure above one story of structured parking (the "Intended Purpose," the "Project," or the "AHU Building") as more particularly set forth in this Agreement.

For purposes hereof, an “Affordable Housing Unit” or “AHU” is defined as a dwelling unit for rent developed pursuant to a Virginia Housing (“VH”) Low Income Housing Tax Credit (“LIHTC”) program.

C. Seller desires to sell the Site to Purchaser, and Purchaser desires to purchase the Site from Seller, for the Intended Purpose, on the terms and conditions set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. Sale of Property. Subject to the terms and conditions of this Agreement, Seller hereby agrees to sell to Purchaser, and Purchaser hereby agrees to purchase the Site from Seller.

2. Purchase Price. The purchase price for the Site shall be THIRTY THOUSAND DOLLARS (\$30,000.00) for each Affordable Housing Unit (“AHU”) which Purchaser is able to develop on the Site (the “Purchase Price”), subject to a minimum Purchase Price of ONE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,500,000.00). The Purchase Price shall be payable as follows:

A. An initial deposit of TEN THOUSAND DOLLARS (\$10,000) (the “Initial Deposit”), to be held and disbursed in accordance with the terms of this Agreement. The Initial Deposit shall be paid by check within three (3) business days after the Effective Date to Loudoun Commercial Title, LLC as escrow agent (the “Title Company”).

B. The second deposit of FORTY THOUSAND DOLLARS (\$40,000) (the “Second Deposit”) shall be paid by check to the Title Company as escrow agent within three

(3) business days after the award of LIHTC for the Project as indicated by issuance of a 42(m) Fee Letter.

C. The third deposit of FIFTY THOUSAND DOLLARS (\$50,000) (the “Third Deposit”) shall be paid by check to the Title Company as escrow agent within three (3) business days after Notice of the Bond Inclusion Date (as defined below). The Initial and Second Deposits are fully refundable up to the delivery of the Third Deposit, at which time all three deposits (collectively, the “Deposits”) become non-refundable, except as otherwise expressly provided in this Agreement.

D. The balance of the Purchase Price, subject to adjustments and prorations as described herein, shall be paid to Seller at Closing, as hereinafter defined, by cashier’s check, wire transfer or other immediately available funds.

E. Title Company shall promptly place the Deposits, into an interest-bearing, federally-insured deposit account with a state or national bank whose accounts are federally insured. The Title Company shall hold and disburse the Deposits in accordance with the provisions of this Agreement and any escrow agreement required by the Title Company. All interest accrued on the Deposits shall be applied towards the Purchase Price at Closing or be disbursed prior to Closing in the event of a default by a party hereto as provided in Section 14 hereof, or in the event of termination during the Feasibility Period as provided in Section 3.C. hereof, or in the event of termination for Title Objections in Section 4 hereof.

3. Feasibility Period.

A. For a period of SIXTY (60) days after the Effective Date (the “Feasibility Period”), Purchaser shall have the right, upon at least twenty-four (24) hours’ prior written notice to Seller, to enter the Property, and conduct on the Site any and all feasibility studies, soil borings and

covering all of Purchaser's activities on the Property, with a single limit of liability (per occurrence and aggregate) of not less than \$1,000,000.00. Such insurance shall be written on an "occurrence" basis, and shall be maintained in force until the earlier of (i) the termination of this Agreement, or (ii) Closing.

4. Title Objections. For a period of FORTY-FIVE (45) days after the Effective Date (the "Title Review Period"), Purchaser shall obtain at its sole cost and expense a title commitment on the Site (the "Title Commitment"), and may, at its option, obtain from a licensed land surveyor or registered civil engineer acceptable to Purchaser an ALTA survey of the Site (the "Survey"). The Title Commitment shall indicate good and marketable title in the name of the Seller that can be insured by Purchaser's title company at its regular rates, subject only to such matters reflected on the Title Commitment which are Permitted Exceptions (as defined below). Purchaser shall, on or before the date that is FIFTY (50) days following the Effective Date hereof, deliver copies of the Title Commitment and the Survey, if any, to the Seller and inform the Seller in writing (the "Title Objections Notice") as to any title defects or other objections regarding the Site disclosed by the Title Commitment and the Survey, if any, that the Purchaser is unwilling to accept (the "Title Objections"). "Permitted Exceptions" means: (a) current County real estate taxes not yet due and payable; (b) any dedications of property or any grants or vacations of easements, restrictions, covenants, reservations, limitations, conditions, rights of way, letters of permission or other encumbrances that are reflected in or contemplated by the Approvals found in Sections 5, 8.E and 11 hereof or any then-current draft or final Site Plan relating to the Property; (c) and any such matters which Purchaser is willing to accept (which acceptance shall not be unreasonably withheld, conditioned, or delayed with respect to any other matters which would not conflict with (i) the Zoning Map Amendment application ZMAP-2019-0020 approved by the County on January 19, 2021

(the “Zoning Approval”), inclusive of the Proffers (as hereinafter defined) and the Waxpool Crossing Concept Development Plan, dated December 13, 2019, last revised December 1, 2020, and approved by the County as part of the Zoning Approval (the “CDP”), or (ii) Final Site Plan Approval (as hereinafter defined), or which would not prevent, delay or increase the cost of construction of the AHU Building). Within ten (10) days after receiving the Title Objections Notice from Purchaser, Seller shall notify Purchaser of Seller’s election: (a) to attempt to cure such exceptions, in which event Seller shall attempt to cure such exceptions prior to Closing, or (b) not to cure such exceptions. Seller’s failure to so respond within said ten (10) day period shall be deemed a Seller election not to cure such exceptions.

If the Seller is unable or unwilling to cure such Title Objections prior to Closing, then the Purchaser may, at its option, and as its sole remedy: (i) terminate this Agreement by giving the Seller written notice of such termination, (ii) cure such Title Objections at its own expense and proceed to Closing with no reduction in the Purchase Price, or (iii) waive such Title Objections and proceed to Closing with no reduction in the Purchase Price. If Seller is unwilling to cure such Title Objections, then Purchaser shall make the foregoing election on or prior to the expiration of the Title Review Period. If Seller elects to attempt to cure the Title Objections, it shall diligently pursue said cure using commercially reasonable means. If Seller elects to attempt to cure the Title Objections but fails to do so prior to Closing, then Purchaser shall make the foregoing election within ten (10) days after Seller advises Purchaser that it is unable to cure such Title Obligations. If the Purchaser so elects to terminate this Agreement, the Deposits shall be refunded to the Purchaser, together with all interest earned thereon, and the Seller and Purchaser shall have no further obligations or liabilities to one another. Notwithstanding the foregoing, Seller shall be unconditionally obligated, at its sole cost and expense, to satisfy at or prior to Closing all monetary

encumbrances evidenced by deeds of trust, tax liens, judgments and/or mechanic's liens against the Site ("Monetary Liens"), and Seller authorizes Purchaser to use the Purchase Price otherwise payable to Seller at Closing to pay and discharge any Monetary Liens if Seller fails to do so.

5. Approvals and Entitlements. Seller will reasonably cooperate with Purchaser's efforts to obtain any and all Approvals and Entitlements (as defined in Sections 8.E. and 11 below), including without limitation promptly (within 5 days following any request) signing all documents, letters, applications, plats, submissions, surveys and other similar documents requested by Purchaser.

6. Financing Application Deadlines.

A. Virginia Housing Financing Application Deadline. Purchaser intends to finance the Project primarily through the use of LIHTC and tax-exempt bonds issued by Virginia Housing ("VH") (together, "VH Financing") in an amount sufficient to make the acquisition of the Site and construction of the Project feasible for Purchaser, and to locate investors who will provide equity for the Project in exchange for use of the LIHTC. Purchaser shall, at its sole cost and expense, prepare and submit an application for VH Financing within thirty (30) days after its receipt of a loan commitment from the County that Purchaser's application to the Housing Fund (defined below) has been approved. Purchaser shall diligently pursue VH Financing in good faith. Seller agrees to reasonably cooperate with Purchaser's efforts by providing information in connection with Purchaser's application for VH Financing when and where required. Seller acknowledges and agrees that Purchaser's obligation to close hereunder is expressly conditioned upon Purchaser's receipt of VH Financing.

B. Loudoun County Housing Fund Application Deadline.

Purchaser intends, further, to secure secondary funding for the Project from the Loudoun County Housing Trust Fund (“Housing Fund”). Recent Housing Fund loan commitments indicate that this funding source will not be less than \$30,000 per unit. Purchaser will, at its sole cost and expense, prepare and submit an application to Loudoun County for these funds prior to the official application deadline of October 1, 2021. The Purchaser will use its commercially reasonable efforts to secure the highest possible score in this application process. The Seller further acknowledges and agrees that Purchaser’s obligation to close is expressly conditioned on receipt of a loan commitment from the Housing Fund. Based on Loudoun County practice to date, this loan commitment should be delivered to Purchaser by March 1, 2022.

Purchaser shall (i) keep Seller informed of all material matters related to the VH Financing and the Housing Fund loan application (collectively, the “AHU Financing”) and as to Purchaser’s progress and efforts, and (ii) advise Seller when Purchaser receives notice from VH of the Bond Inclusion Date (defined below). Notwithstanding anything to the contrary contained herein, if Purchaser fails to meet the application deadlines in Sections 6.A and 6.B, and such failure continues uncured for ten (10) days after written notice thereof is delivered by Seller to Purchaser, Seller shall have the right to terminate this Agreement by written notice to Purchaser at any time before (but not after) Purchaser has submitted such applications, in which event (x) the Initial Deposit shall be delivered to Seller, and (y) neither party to this Agreement shall thereafter have any further rights or liabilities under this Agreement other than those that expressly survive termination of this Agreement.

7. Closing.

A. Closing on the purchase of the Site (herein referred to as the “Closing”) shall take place on a mutually agreed upon date on or before the last day of the month which is THREE (3)

months after the month in which VH or its agent has provided written confirmation that the Purchaser has met VH Financing conditions for the Property to be included in the next issuance of VH bonds, a date which is commonly known as the “Bond Inclusion Date. Recognizing that the date for Closing cannot be set prior to knowing the Bond Inclusion Date, for overall planning purposes, the desired target for Closing will be in August, 2022. Purchaser shall provide Seller with a copy of the written confirmation from VH about the Committee Authorization Report Date (the “Notice”) within three (3) business days after Purchaser’s receipt thereof. In the event Purchaser fails to timely provide such Notice to Seller or in the event Seller has not received such Notice from Purchaser by or before August 18, 2022, Seller shall, within ten (10) business days after the date of the Notice, notify Purchaser in writing of Seller’s election to: (a) terminate this Agreement, or (b) waive such requirement and proceed to Closing. If Seller so elects to terminate this Agreement, the Initial Deposit shall be refunded to Purchaser, together with all interest earned thereon, and the Seller and Purchaser shall have no further obligations or liabilities to one another. Seller’s failure to respond within said ten (10) business day period shall be deemed a Seller election to waive any objections thereto.

B. At Closing, Seller shall convey to Purchaser, by Special Warranty Deed (the “Deed”), good and marketable fee simple title to the Site free and clear of any and all encumbrances except taxes and assessments not yet due and payable and Permitted Exceptions. In addition, Seller shall deliver to Purchaser an affidavit of mechanics’ lien and possession in the form required by the Title Company and reasonably acceptable to Seller, a non-foreign affidavit, a Virginia Form R-5 or R-5E, IRS Form 1099-S Information Reporting Form, and such other documents as may be required by Purchaser or the Title Company in order for Purchaser to acquire the Site. The Deed,

or a separately recorded instrument, shall contain covenants restricting the use of the Site for the Intended Purpose following Closing.

C. At Closing, Seller and Purchaser shall execute and record all necessary easement documents, including the Development and Easement Agreement attached hereto as Exhibit C (the “DEA”) and one or more access easements, construction easements, utility easements, and other easements necessary or appropriate for development and construction of the Project (collectively, the “Easements”).

D. Real estate taxes and other charges shall be apportioned and paid at Closing as more particularly described in Section 10 hereof.

E. At Closing, Purchaser shall pay the Purchase Price, after crediting the Deposits and making the adjustments and prorations provided for in this Agreement, in accordance with the provisions of this Agreement and shall deliver: (i) a settlement statement consistent with this Agreement, (ii) a certificate, in form and substance satisfactory to Seller, that the representations and warranties of Purchaser in this Agreement are true and correct on and as of the date of Closing, (iii) satisfactory evidence that Purchaser has the power and authority to execute and enter into this Agreement and to consummate the purchase and sale of the Property in accordance with this Agreement, and (iv) such other documents and instruments as shall be reasonably requested by Seller or Escrow Agent to effect the purchase and sale of the Property contemplated herein. The parties agree to deliver documents and instruments sufficiently in advance so that attendance at Closing is not required.

8. Conditions to Closing. Purchaser’s obligation to proceed to Closing under the terms of this Agreement is expressly conditioned upon satisfaction of all of the following conditions:

A. Satisfaction of Financing Contingencies. Prior to Closing, Purchaser shall have received:

- (i) A tax-exempt bond commitment from Virginia Housing and
- (ii) A loan commitment from the Loudoun County Housing Fund of not less than \$1,500,000.00 (together, the “Financing Contingencies”).

B. Permits and Approvals. Purchaser shall have obtained the permits and approvals described in this Section 8.E. as are necessary.

C. Survey. Purchaser shall have obtained a survey of the Site in form approved by its title insurance company and all parties providing AHU financing for the Project, and suitable for recordation (“Survey”). In the event that Purchaser has not obtained a Survey within 45 days after the receipt of the Notice of the Bond Inclusion Date, Seller shall be authorized to procure such Survey for Purchaser at Purchaser’s expense.

D. Easements. Purchaser and Seller shall have executed and recorded all necessary Easements, including those referred to in Section 7.C. and 8.I.

E. Permits and Approvals. The receipt by Purchaser from all applicable governmental and/or quasi-governmental authorities having jurisdiction, of final and unappealable permits and approvals (collectively, the “Approvals”) that Purchaser determines are necessary for:

(i) reasonable verification that public sewer treatment and committed capacity are available at the Site sufficient to service the Project;

(ii) reasonable verification that sufficient public water and stormwater drainage are available at the Site sufficient to service the Project;

(iii) reasonable verification that electric, cable, telephone and internet are available at the Site sufficient to service the Project, at connection costs that are not greater than

those which are customary and ordinary for similar developments in the County in effect on the date of this Agreement;

(iv) licenses, certificates, authorizations, and approvals, as may be required in order for Purchaser to proceed to obtain building permits for the lawful construction of up to 52 AHUs. After accounting for on-site parking spaces (approximately 65 parking spaces, including under the podium), Seller will provide a sufficient number of off-site parking spaces (approximately 26 parking spaces) so that, in total, the AHU building can be parked to meet current Zoning Ordinance standards.

(v) storm water management, erosion prevention and sediment control, and water quality engineering designs, permits and approvals for the Site (provided Purchaser acknowledges and agrees Purchaser shall obtain, at its sole cost and expense, any such storm water permits and/or approvals for the AHU Building) all in accordance with all federal, state and County laws, ordinances, rules and/or regulations. Seller acknowledges that no storm water treatment will be required on the Site;

(vi) establishing that there are no building, sewer, water or other moratoria affecting the Site or the Project in effect or pending; and

(vii) approvals of the Subdivision and Site Plan, as defined in Sections 9.A. and 11.A., respectively.

F. The Seller representations, warranties and covenants contained in Section 9 hereafter shall be true and correct in all material respects.

G. Sufficient parking shall be provided on the Site or have been obtained through a Shared Parking Agreement between Purchaser and Seller.

H. Development Easement Agreement. Prior to Closing, and earlier if needed in connection with the AHU Financing, the parties agree to execute in their respective capacities as prospective declarants of the DEA, an DEA in substantially the form attached hereto as Exhibit C, for the benefit of each of the declarants owning one or more parcels in the Waxpool Crossing development.

The conditions set forth in this Section 8 are for the sole benefit of Purchaser. If any of the foregoing conditions are not met at Closing, or such earlier date as is set forth above with respect thereto, or Purchaser shall not have waived in writing the failure of any such condition, then Purchaser, at its sole option, may terminate its obligations under this Agreement, and receive a refund of the Deposits, together with all interest accrued thereon, and neither Seller nor Purchaser shall have any further obligations hereunder except for Purchaser's restoration obligations set forth in Section 3.B.

8.1 Seller's Conditions to Closing. Notwithstanding anything to the contrary contained herein, Seller's obligation to consummate the purchase and sale of the Property at Closing is subject to the satisfaction of the following conditions, any of which may be waived in writing by Seller, in whole or in part: (a) Purchaser shall have fully and completely performed all terms, covenants, conditions, and agreements required by this Agreement when and as required, on or prior to Closing; (b) the representations and warranties of Purchaser in this Agreement (and the substantive facts contained in any representations and warranties limited to Purchaser's knowledge and belief) shall be true and correct, in the same manner and with the same effect as though such representations and warranties had been made on and as of Closing; (c) Purchaser shall have (i) executed and delivered to Seller all of the documents required pursuant to Section 7(E) above, (ii) paid the full balance of the Purchase Price in accordance with Section 2 above, (iii) paid all other

sums of money required under this Agreement, and (iv) taken or caused to be taken all of the other actions required of Purchaser pursuant to this Agreement; and (d) Purchaser shall have final approval for the AHU Financing.

If Purchaser is unable to timely satisfy (and Seller has not waived in writing) the foregoing conditions precedent to Seller's obligation to effect the Closing, then such failure shall constitute a default hereunder, in which case, Seller shall have the right to terminate this Agreement by notice thereof to Purchaser in accordance with the terms of this Agreement. If this Agreement is so terminated, then Seller shall be entitled to receive the Deposits and thereafter, neither party shall have any further obligations hereunder, except those expressly stated to survive the termination hereof.

9. Seller's Representations, Warranties, and Covenants. Seller represents and warrants to Purchaser the following, as of the date of this Agreement and as of the date of Closing:

A. Subdivision and Site Plan Approval. On or prior to the Closing, Seller shall have caused the Site in the approximate size and shape of Subdivision Waiver Plat as depicted on Exhibit A, to be subdivided into a separately taxed parcel and recorded among the land records of the County at Closing (the "Subdivision"). The Subdivision of the Site will include the zoning for up to 52 AHUs with the number of parking spaces required by the County or by a Shared Parking Agreement. On or prior to the Closing, Seller shall obtain the County's final, unappealable approval of the Site Plan for the Project.

B. That to Seller's knowledge, there are no tenancies or parties with any rights of possession with respect to the Site.

C. That to Seller's knowledge, as of the date hereof there are no proceedings pending or threatened, against or relating to the Site including, without limitation, any proceedings

relating to condemnation or the exercise of the rights of eminent domain as to any part of the Site or purchase in lieu thereof or for the limiting or denying of any right of access thereto.

D. This Agreement has been duly executed and delivered by Seller. The execution of this Agreement and the Closing hereunder will not violate or contravene any order, decree, covenant or agreement to which Seller is subject, and to Seller's knowledge, any law, rule or regulation to which Seller is subject.

E. Seller: (i) has not filed a petition for relief as to Seller as debtor or bankrupt under the Bankruptcy Code of 1978 or like provision of law of any jurisdiction; (ii) is not insolvent as finally determined by a court proceeding; and (iii) has not filed a petition or application to accomplish the same or for the appointment of a receiver or a trustee for Seller for a substantial part of its assets. No proceedings relating to Seller have been commenced, either by Seller or by another party, under any reorganization, arrangement, insolvency, adjustment of debt or liquidation law of any jurisdiction. No attachment, execution, assignment for the benefit of creditors or voluntary or involuntary proceedings in bankruptcy against Seller or the Site has been contemplated, threatened or initiated.

Except as expressly set forth in this Section 9, Seller has not made and does not make any representations or warranties, including any representations or warranties as to the physical and environmental condition, layout, footage, rents, income, expense, zoning, or other matters with respect to the Property. As used in this Agreement, the phrase "to Seller's knowledge," or phrases of similar import, shall mean the actual, not constructive or imputed, knowledge of Nathan Hamman and Stephen Collins, without any duty to review or investigate. Neither Nathan Hamman nor Stephen Collins shall have any personal liability arising out of any representations or warranties made herein. To the extent Purchaser discovers prior to the end of the Title Review

Period any inaccuracy in a representation and warranty of Seller in this Agreement, and Purchaser does not terminate this Agreement as provided in Section 3 of this Agreement, such representation and warranty shall be deemed modified to reflect such inaccuracy and Purchaser shall so notify Seller. In addition, to the extent Purchaser discovers prior to Closing any inaccuracy in a representation and warranty of Seller in this Agreement and the Closing occurs, such representation and warranty shall be deemed modified to reflect such inaccuracy and Purchaser shall so notify Seller.

F. Seller covenants to cooperate with reasonable requests of Purchaser, and/or their respective agents, to execute all documents necessary or appropriate to facilitate temporary access to the Property and the Site for the purpose of conducting the Tests and Studies, and to execute all consents and approvals as may be required to apply for all entitlements and seek all Approvals for the Project.

G. From and after the Effective Date until Closing hereunder, or until this Agreement is permissibly terminated in accordance with the terms hereof by Purchaser or Seller, Seller shall not, other than in connection with the foregoing provisions of this Section 9, make any application to modify the zoning of the Site, or to otherwise modify in any way the legally permissible uses and/or development standards applicable to the Site, to the extent the same adversely affects the Intended Purpose.

10. Expenses, Taxes and Closing Costs. All real estate taxes for the Site shall be prorated as of the Closing Date. Seller shall pay for any roll back taxes, the recording tax imposed upon grantors as to the Deed, the cost of preparation of the Deed, Seller's attorney's fees, and one-half of any costs and fees charged by the Title Company for its escrow services, and expenses of its own attorneys ("Escrow Fees"). Seller shall pay all costs incurred in pursuit of the Entitlements.

Purchaser shall pay all other expenses and Closing costs, including, without limitation, the cost imposed upon grantees as to the Deed, the cost of preparation and recording of any deed of trust, the cost of preparation and recording of the Survey, the cost of preparation and recording of any temporary or permanent Easements, the cost of the Title Commitment and owner's and lender's title insurance policies and associated premiums, the expense of its own attorneys, and one-half of the Escrow Fees.

11. Development and Entitlements.

A. Site Plan Approval. Seller is currently processing an application for approval of a common site plan, together with associated construction plans and profiles entitled "Site Plan, Waxpool Crossing, Ashburn Election District, Loudoun County, Virginia" and referred to as County application number STPL-2021-0010 (together, the "Site Plan") for the proposed development known as "Waxpool Crossing" located on land currently identified by the County as PIN 088-37-1171 and PIN 088-47-1916, which includes the Property. Seller shall diligently pursue approval of the Site Plan, at Seller's sole cost and expense. Prior to Final Site Plan Approval, Seller will not agree to any material changes to the Site Plan that would materially affect the Property without Purchaser's consent, which consent shall not be unreasonably withheld, conditioned, or delayed, provided that the revisions would not relocate or prevent development of the AHU Building or impose additional material costs, conditions or delays upon Purchaser. The obligation of Purchaser to consummate the purchase and sale of the Property is conditioned upon Seller having obtained final approval of the Site Plan and related construction plans, with all conditions satisfied, all applicable fees paid by Seller and all associated bonds, escrows and/or sureties required for the issuance of site development permits having been posted, and all associated easement plats recorded such that Purchaser can proceed to obtain building permits for the AHU Building, and

occupancy permits upon completion of improvements (“Final Site Plan Approval”). Seller agrees to keep any bonds or escrows posted in connection with Final Site Plan Approval in full force and effect, and to comply with all obligations thereunder such that Purchaser can obtain its building permits and occupancy permits for the AHU Building in the ordinary course of development, which obligation will survive Settlement.

B. Subdivision Waiver Plat. As of the date of this Agreement, the Property is not a separate legal parcel. Seller has filed an application with the County (County application number WAIV-2021-0008) for approval of the Subdivision Waiver Plat to create the Property as a separate legal parcel. Seller agrees to diligently pursue, at its expense, the subdivision application and securing of approval of the Subdivision Waiver Plat and recording of the Subdivision Waiver Plat and any associated deed of subdivision. Seller will not agree to any material changes in the configuration of the Property or the access thereto from that shown on Exhibit A without Purchaser’s consent, which consent shall not be unreasonably withheld provided that the revisions would not materially and adversely affect development of the AHU Building or impose additional material costs, conditions or delays upon Purchaser. The obligation of Buyer to consummate the purchase and sale of the Property is conditioned upon Seller having obtained approval of the Subdivision Waiver Plat from all required County authorities and recording of the Subdivision Waiver Plat and any associated deed.

C. Proffers. The Property is subject to those certain proffers entitled Waxpool Crossing, ZMAP-2019-0020 Proffer Statement, April 14, 2020, revised January 11, 2021 (the “Proffers”) that impose obligations upon Seller. Purchaser is only responsible for compliance with the Proffers identified as Proffers V.A, V.B, V.C, V.D, and VII.D and Sheets 10-13 of the CDP, as the same apply to the AHU Building. Seller shall be responsible, at Seller’s cost, for compliance

with all of the other Proffers, including, without limitation, any monetary proffers and proffers requiring construction of off-site improvements and all noise attenuation measures required by Proffer X, except Purchaser shall, at its sole cost and expense, comply with Proffer X insofar as Proffer X applies to the AHU Building and install and/or construct any noise attenuation measures that are required to be included within the AHU Building itself. Except as set forth herein, Seller shall cause all such Proffers to be satisfied such that Purchaser can timely obtain building permits for the AHU Building, and upon completion thereof can obtain occupancy permits, and lease units without delay resulting from any unsatisfied Proffer. Seller shall indemnify Purchaser and hold Purchaser harmless from any and all costs, liability, expenses, including reasonable attorney's fees and costs, or other damages incurred as a result of Seller's failure to comply in all material respects with the Proffers applicable to Seller, including, without limitation, costs incurred as a result of any delay incurred by Purchaser as a result of such failure, which indemnity shall survive Settlement for a period of one (1) year.

In Purchaser's view, Proffer V.C. and Sheets 10-13 are unclear as to the requirement to provide 4' deep balconies. Because of lower rents based on income restrictions, the Purchaser typically does not construct 4' deep balconies. Seller acknowledges that Purchaser will work with County staff to meet general compliance with Sheets 10-13 but without the need for 4' balconies. Notwithstanding the foregoing, Purchaser acknowledges and agrees it shall be responsible for complying, at its sole cost and expense, with Proffer V.C. and Sheets 10-13 of the CDP, regardless of the County's interpretation thereof, and any requirement to construct such balconies shall not create a right of Purchaser to delay Closing or terminate this Agreement except as otherwise set forth herein.

D. POA and Amenities. Proffer IV.A of the Proffers provides certain options with regard to the AHU Building and the property owners association established for the other

portions of Waxpool Crossing development (the “POA”). The parties agree that the Property will not be included within the POA. In lieu thereof, prior to Closing, the Seller shall execute and record the DEA substantially in the form attached hereto as Exhibit C.

E. Reserved.

F. Seller’s Required Work. Prior to Closing, Seller shall complete the following Seller’s Required Work, with the exception only of those items to be completed after Closing as noted specifically within certain work descriptions in this subsection 11.F:

- (i) Seller shall have bonded all improvements and obtained all permits necessary to complete the Waxpool Crossing development and proffered obligations, excluding Purchaser’s building permits for the AHU Building;
- (ii) Completion of all clearing, grubbing, and grading of the Property in accordance with the Approved Site Plan and any Interim Grading Plan approved by Seller and Purchaser;
- (iii) Completion of all required storm drainage systems, storm water management systems and water quality measures;
- (iv) Completion of all major utility infrastructure, including but not limited to water mains, sanitary sewer mains and all necessary laterals to bring utility service to within TEN (10) feet of the AHU Building or as close as practicable to the finished pad;
- (v) Completion of curbs, gutters, and base paving of all streets and surface parking serving the Property, with final paving to be completed after construction or as required by appropriate governmental authorities;

(vi) Completion of all required retaining walls shown on the Approved Site Plan and final construction plans and profiles;

(vii) Completion of all common area amenities, landscaping, hardscape improvements, noise attenuation measures, as required by Proffer X, located external of the AHU Building, trails, sidewalks, street lights, street trees, and street signs in a timely fashion, as required by the appropriate municipal or governmental authority, to the extent practicable concurrently with Purchaser's construction of the AHU Building,; any of the same required to be completed as a condition to Purchaser obtaining a building permit for the AHU Building, or upon completion of construction, an occupancy permit, shall be completed prior to Closing;

(viii) Completion of all improvements and satisfaction of all conditions arising under the Proffers (including but not limited to Proffers VII.E.; VII.F.; VII.H; and VII.I.2.) and the Approved Site Plan to the extent required for Buyer to obtain building permits for the AHU Building and, upon completion, for the issuance of occupancy permits.

(ix) Completion of a finished pad to within SIX (6) inches of the Purchaser's base pad elevation. In the event this finished pad is below grade, the Seller shall provide temporary walls of the excavation at a 1:1 slope from the edge of the finished pad to the surrounding finished grade.

(x) Completion of the Lot Finishing Requirements attached to this Agreement as Exhibit D. In the event of any inconsistency between the

provisions of this Agreement and the Lot Finishing Requirements on Exhibit D, the provisions of the Lot Finishing Requirements shall govern.

Seller agrees to use its commercially reasonable efforts to complete Seller's Required Work (both those portions required to be performed before and after Closing) as expeditiously as possible and to keep Purchaser informed as to the progress of the same. Seller will notify Purchaser when Seller's Required Work is completed (except work that is to be completed post-Settlement.) Within FIVE (5) business days of such notice, Purchaser and Seller will jointly inspect Seller's Required Work. Upon completion of such inspection, an inspection report will be completed (the "Inspection Report") and signed by both Purchaser and Seller indicating thereon any incomplete or defective work. Any incomplete or defective work (except any such work that is to be completed post-Closing) will be completed or corrected by Seller within FIFTEEN (15) days after the date of such Inspection Report. No such inspection shall relieve Seller of its obligation to complete Seller's Required Work in accordance with this Agreement.

G. Purchaser's Required Work. Following Closing, Purchaser shall complete the following work ("Purchaser's Required Work"):

- (i) Purchaser shall have obtained from the County Department of Building and Development ("B&D") building permits for and commenced construction of the AHU Building by or before the date that is THIRTY (30) days following the Closing;
- (ii) Purchaser shall endeavor to have substantially completed construction of, and obtained from B&D occupancy permits for, the AHU Building, by or before the date that is FIFTEEN (15) months following the Closing, as such date may be extended by change orders approved by Purchaser. Purchaser will notify Seller when Purchaser's Required Work has been completed;

- (iii) Purchaser will enter into a standard form of construction contract which will have a construction duration of 14 months or less (the “AHU Construction Contract”) and will obligate the general contractor to post a letter of credit equal to seven percent (7%) of the contract sum;
- (iv) Purchaser will ensure that all corporate and/or personal guarantors or letters of credit are obtained and provided to guarantee the obligations of the general partner of the tax credit partnership, which include, among other obligations, the obligation to complete construction in accordance with the terms of AHU Construction Contract; and
- (v) Prior to commencement of Purchaser’s Required Work, Purchaser and Seller shall agree as to the easements needed in order for construction of the AHU Building to commence (access easement, construction easement) and identification of one or more staging areas for secure storage of Purchaser’s contractor’s building materials.

Purchaser agrees to use all commercially reasonable efforts to complete Purchaser’s Required Work as expeditiously as possible and to keep Seller informed as to the progress of same. If Purchaser does not timely complete Purchaser’s Required Work in all respects, and such failure continues uncured for ten (10) days after written notice thereof is delivered by Seller to Purchaser, then: in accordance with the terms of the Amended and Restated Partnership Agreement, where an affiliate of Purchaser serves as general partner and the LIHTC investors are limited partners, the limited partners may replace the general partner and that replacement general partner shall complete construction of the Project. In accordance with the VH Financing documents, should the replacement general partner fail to complete, or cause others to complete construction of the Project, VH may exercise its letter of credit and complete construction of the Project.

11.1 Construction Damage.

A. Purchaser shall deliver to Escrow Agent at Closing via wire transfer of funds an amount equal to Five Hundred Dollars (\$500.00) for each AHU which Purchaser is permitted to build (the “Damage Deposit”), which shall be held and disbursed by Escrow Agent. The purpose of the Damage Deposit is to secure Seller against any damage to the property of Seller in the vicinity of the Property caused by Purchaser or Purchaser’s employees, general contractor, subcontractors or agents. Seller shall be responsible for any damage to the Property of Purchaser caused by Seller or its employees, general contractor, subcontractors or agents. The party whose property has been damaged shall have the right to demand payment from the other party by written notice (accompanied by reasonable evidence of such damage) and the party responsible for such damages shall tender payment to the other within thirty (30) days following receipt of such notice. If a party shall fail to tender payment within such thirty (30) day period, the other party shall have the right to institute collection proceedings for such damages caused by, and not repaired or paid for by the other party. Collection proceedings shall be the sole and exclusive remedy pursuant to this Section 11.1(A).

B. The parties and their respective employees, contractors, subcontractors and agents shall endeavor not to cause damage to pavements, curbs, gutters, walks, streets, shoulders, utility structures, public improvements and other development work within the vicinity of the Property from damage and keep pedestrian sidewalks/paths and streets and driveways clear of equipment and building materials (except where the parties have previously agreed that such materials may be stored in such areas). Purchaser shall confine its construction activities to the area within the boundary lines of the Property except for Incidental Activity (as defined below); provided, however, Purchaser may for purposes of temporary construction staging and laydown utilize areas

immediately adjacent to the Property that have been dedicated as open space (“Open Space”), surface parking areas, and/or a building pad reserved for construction of additional improvements by Seller (and/or its successors or assigns); provided, further, in the event Purchaser utilizes Open Space in accordance with this Section 11.1(B), Purchaser shall upon receipt of written notice by Seller promptly cease such use, remove all materials and/or equipment located thereupon (and re-locate such materials and equipment to another area identified by Seller for such purpose that is convenient to the AHU Building construction site), repair any damage caused by any such use, and restore the Property, as near as reasonably practical, to its condition before such use. Purchaser shall be responsible for the maintenance and/or removal of all Purchaser’s sediment controls and/or Purchaser’s SD/SWM Systems, as applicable.

C. After completion of the Project, Purchaser and Seller agree that the repair of any additional damage to the Property and other development work caused by either of them shall be the responsibility of whichever party caused such damage; provided, that payment for the repair of the Property and other development work after completion of the Project shall be the responsibility of whichever party caused such damage. Purchaser will repair any damage done to any public improvements and other development work for which it is responsible under this Agreement in a timely manner. “Incidental Activity” shall mean: (i) grading along the property line of the Property that results in incidental, temporary intrusion onto Seller’s property or POA property adjoining the Property; and (ii) short-term temporary storage of excess soil on Seller’s property immediately adjacent to the Property for Purchaser’s construction activities; provided, that: (a) Purchaser shall remain responsible for restoring such property and/or development work and indemnification of Seller in accordance with the terms of this Agreement (i.e., the incidental, temporary intrusion onto Seller’s property contemplated by the Incidental Activity shall not

constitute a waiver, modification or forbearance by Seller); (b) excess soil shall only be stored on the Property (but not within any conservation areas or streets) and Purchaser shall be responsible for removal of any remaining excess soil; and (c) Purchaser shall be prohibited from commencing construction activity on the Property prior to Closing.

D. After completion of Purchaser's construction activity on the Property, and at a mutually agreeable time, representatives from Seller and Purchaser shall inspect Seller's development work and the public improvements located in the vicinity of the Property (including, without limitation, any curbing) for damage and shall sign a memorandum identifying any damage discovered by such inspection (the "Completion Memorandum"). Purchaser shall, at its expense, repair any damage to the development work and/or public improvements noted in any Completion Memorandum, caused by Purchaser, its employees, general contractor, subcontractors or agents; Nothing in this Section 11.1(D) shall bar or limit: (i) Purchaser's right to seek reimbursement or contribution from Seller or any third party that caused such damage; or (ii) Seller's right to pursue actual damages against Purchaser for damage to Seller's development work and the public improvements located in the vicinity of the Property outside of the inspected area that was caused by Purchaser or Purchaser's employees, contractors, subcontractors, or agents. In the event that the party responsible shall have failed to complete all repair and restoration work identified in the Completion Memorandum (execution of the Completion Memorandum shall constitute written notice of the obligation to perform such work without the necessity for an additional written notice) within thirty (30) days after the date of the Completion Memorandum, then responsible party shall be in default under this Agreement. Without limitation on Seller's remedies, in the event of emergency (for example, and without limitation, damage to water meters), Seller shall have the

right to take such action as is necessary and appropriate in order to prevent or remedy damage or injury arising out of such emergency and request reimbursement of the cost of such action.

E. In the event Seller is entitled to a draw of the Damage Deposit as set forth above, Seller shall request such draw by written request made to Escrow Agent (with a simultaneous copy to Purchaser), accompanied by reasonable evidence of the requested draw amount and the reason for such request. Escrow Agent shall then release the requested draw amount within five (5) business days after its receipt of such request. The Damage Deposit, or the balance of the Damage Deposit, if any, shall be returned to Purchaser upon the later to occur of the following events: (i) the date that is no later than thirty (30) days following satisfactory completion of all deficient items discovered in the Completion Memorandum (and after satisfaction of any Seller's bona fide claims against the Damage Deposit or the balance of proceeds thereof); or (ii) in the event Purchaser has not satisfactorily completed all deficient items discovered in the Completion Memorandum and Seller performs such obligations in lieu of Purchaser, the date which is thirty (30) days after the acceptance for maintenance of public improvements under this Agreement by all applicable governmental authorities or the POA, if applicable, and the release by such governmental authorities to Seller of the entirety of Seller's development bonds applicable to Waxpool Crossing. No return of the Damage Deposit or portion thereof to Purchaser shall be deemed to constitute Seller's acknowledgement or agreement that Purchaser has not caused any damages or breached or otherwise violated any of the items set forth in this Agreement, in whole or in part, nor shall it be construed as a waiver of any rights or remedies that Seller may have under this Agreement. The provisions of this Section 11.1 shall survive the Closing or earlier termination of this Agreement.

12. Risk of Loss. The risk of loss or damage to the Site by fire or other casualty prior to Closing shall be on the Seller. If such loss or damage, in the sole opinion of Purchaser,

materially and adversely affects the Intended Purpose of the Site as of Closing, Purchaser shall be entitled to terminate this Agreement and have the Deposits refunded, together with any interest accrued thereon, and the parties hereto shall have no further obligations or liabilities to one another hereunder. Said election shall be made by Purchaser, if at all, within TEN (10) business days following receipt of notice of said loss or damage.

13. Condemnation. If, prior to Closing, any taking pursuant to the power of eminent domain is proposed or occurs, as to all or any material portion of the Property, or a sale occurs in lieu of condemnation, the Purchaser shall be entitled to elect either to: (i) terminate this Agreement or (ii) proceed to Closing, in which event, all proceeds, awards or other payments arising from any such taking or sale, less an amount equal to the Seller Allocated Amounts, shall be paid to Purchaser without any adjustment of the Purchase Price at Closing. If the Purchaser elects to terminate this Agreement under this Section 13, the Deposits, together with any interest accrued thereon, shall be refunded to the Purchaser and neither Seller nor Purchaser shall have any further obligations or liabilities to one another hereunder. For purposes of this Section 13, "Seller Allocated Amounts" shall mean the third party, out of pocket costs (including reasonable attorneys' fees and disbursements) incurred by Seller in connection with obtaining payment of any insurance proceeds or condemnation award, as applicable.

14. Default.

A. Seller's Default. If Seller defaults hereunder, Purchaser may terminate this Agreement by notice to Seller, in which event Purchaser shall be entitled, as its sole remedy to receive a full refund of the Deposits and to be reimbursed by the Seller the full amount of all out-of-pocket costs to date including, but not limited to: architect fees, civil engineer fees, land use consulting fees, legal fees, market analysis fees, geotechnical fees, and other fees or

deposits as fully documented by the Purchaser up to a maximum amount of ONE HUNDRED THOUSAND DOLLARS (\$100,000). Notwithstanding the foregoing, Seller shall not be deemed in default hereunder unless Seller shall have received written notice by Purchaser of such default and failed to cure such default within THIRTY (30) days after receipt of such notice, except with respect to Seller's failure to complete Closing on the date agreed by Seller and Purchaser in which event the cure period shall be TEN (10) days.

B. Purchaser's Default. Seller and Purchaser agree that in the event of a default by Purchaser of its obligations under this Agreement, the damages suffered by Seller will be difficult to ascertain, and that, in the event of a default by Purchaser, Seller's sole and exclusive remedies shall be (a) to obtain from the Title Company the Deposits, together with any interest accrued thereon and (b) to obtain from the Purchaser whatever architectural plans and civil engineering plans that were prepared for the Intended Purpose, in existence at the time of the default, that it has paid for and is authorized to transfer to Seller. Notwithstanding the foregoing, Purchaser shall not be deemed in default hereunder unless Purchaser shall have been given written notice by Seller of such default and failed to cure such default within THIRTY (30) days after receipt of such notice, except with respect to Purchaser's failure to complete Closing in which event the cure period shall be TEN (10) days.

C. Waiver of Certain Remedies. Seller and Purchaser each specifically waive the right: (i) to seek specific performance of the purchase and sale obligations required under this Agreement from the other, and (ii) to sue each other for indirect, consequential, or special monetary damages resulting from the other's default under this Agreement.

15. Assignability. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of Seller and Purchaser. Neither party shall assign this

Agreement without prior written consent of the other party. However, where an assignment is proposed to any affiliate of Purchaser (specifically, an entity under common ownership control), no such consent by Seller shall be required.

16. Exclusivity. From the Effective Date of this Agreement until the earlier of the termination of this Agreement by the parties or the Closing Date, Seller shall not solicit other offers for the Site, market the Site for development of any type, and shall not accept any unsolicited offers to purchase, lease or develop the Site, including without limitation any offers that would serve as a “back up” purchase contract to this Agreement, and shall discontinue all discussions with other parties expressing an interest in acquiring the Site or any part thereof.

17. Agents and Brokers. Seller and Purchaser each represent and warrant that neither of them dealt with or consulted with any broker or agent, real estate or otherwise, with regard to this Agreement or the transactions contemplated hereby, and each party hereto agrees to indemnify and hold harmless the other party from all liability, expense, loss, cost or damage, including reasonable attorneys’ fees, that may arise by reason of any claim, demand or suit of any agent or broker arising out of the facts constituting a breach of the representations and warranties in this Section 17.

18. Notices. Any notice, request or demand required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed sufficiently given if, delivered by messenger at the address of the intended recipient, sent postage prepaid by Federal Express (or a comparable guaranteed overnight delivery service), sent via electronic mail (provided notice by another approved means is sent within one (1) business day after electronic mail transmittal) or deposited in United States First Class mail (registered or certified, postage prepaid, with return receipt requested), addressed to the intended recipient at the intended recipient’s address set forth

below, or at such other address as the intended recipient may have specified by written notice to the sender given in accordance with the requirements of this Section. Any such notice, request or demand so given shall be deemed given on the date delivered by messenger at the specified address, the date sent via electronic mail or on the day of deposit, with a guaranteed overnight delivery service or in the United States mail, as the case may be:

To Purchaser: Waxpool Apartments, LLC

For Notices via Courier:
102 W. Washington Street
Middleburg, VA 20117
Attention: G. Kimball Hart
Phone: (540) 687-5866

For Notices via Mail:
P.O. Box 1258
Middleburg, VA 20118
Attention: G. Kimball Hart
Phone: (540) 687-5866
E-mail: kim@goodworksva.com

With a Copy to: Alexander C. Graham, Jr., Esq.
Williams Mullen
200 South 10th Street, Suite 1600
Richmond, Virginia 23219
Phone: (804) 420-6458
E-mail: sgraham@williamsmullen.com

To Seller: Waxpool Crossing II, Inc.
5101 Wisconsin Avenue NW, Suite 290
Washington, DC 20037
Attention: Stephen Collins
Phone: (202) 750-7363
Email: stephen@northfielddev.com

With a Copy to: Combs & Taylor LLP
2101 L Street NW, Suite 800
Washington, DC 20037
Attention: Eric D. Combs
Phone: (202) 448-1008
Email: eric.combs@combstaylor.com

19. Entire Agreement. This Agreement, together with all exhibits attached hereto, constitutes the entire agreement between the parties and may not be modified or changed except by written instrument executed by the parties.

20. Headings. Headings used in this Agreement are used for convenience only and shall not be considered when construing this Agreement.

21. Possession. Possession of the Site shall be delivered at Closing, free and clear of any tenancies, liens or encumbrances.

22. Business Days. If any action is required under the provisions of this Agreement to occur by a date that is a Saturday, Sunday or legal holiday, such date shall be extended to the first day thereafter that is not a Saturday, Sunday or legal holiday.

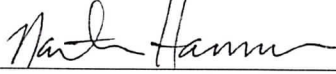
23. Counterparts. To facilitate execution, this Agreement may be executed in as many counterparts as may be required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signatures of all persons required to bind any party, appear on each counterpart. It shall be sufficient that the signature of, or on behalf of, each party, or that the signatures of the persons required to bind each party, appear on one or more such counterparts. All counterparts shall collectively constitute a single agreement.

24. Severability. If any term, covenant or condition of this Agreement, or the application thereof to any person or circumstance, shall to any extent be judicially determined to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each other term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

WITNESS the following signatures:

SELLER:

WAXPOOL CROSSING II, INC.,
a Virginia corporation

By:  (SEAL)

PURCHASER:

WAXPOOL APARTMENTS, LLC
a Virginia limited liability company

By: Good Works, LP,
a Virginia limited partnership
its Co-Manager

By: Hart, McMurphy & Parks, Inc.,
Its General Partner

By:  (SEAL)
G. Kimball Hart, President

Escrow Agent executes this Agreement to acknowledge and agree to hold and disburse the Deposits in accordance with the terms and provisions of this Agreement.

ESCROW AGENT:

LOUDOUN COMMERCIAL TITLE, LLC

By: _____

Name: _____

Title: _____

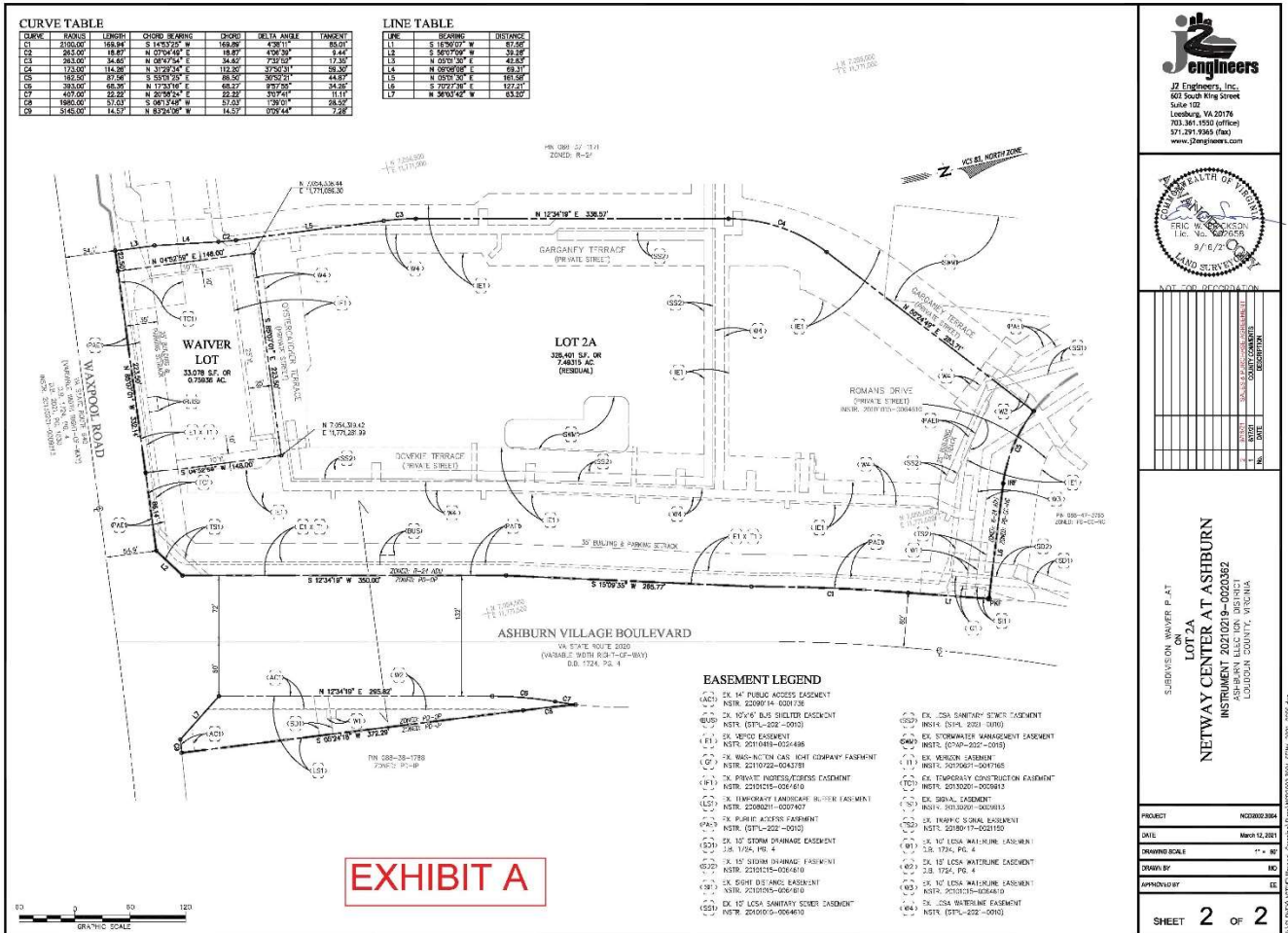
Initial Address for Notices:


Five Wirt Street SW, Suite 200
Loudoun, Virginia 20175
Attention: Robert M. Gordon, Esq.
Phone: (703) 737-3800
Email: bob@loudouncommercialtitle.com

EXHIBIT A


Property Description and Draft Subdivision Waiver Plat

Subdivision Waiver Plat.





JZ Engineers, Inc.
 602 South King Street
 Suite 102
 Loudoun, VA 20176
 703.341.1520 (office)
 571.291.9365 (fax)
 www.jzeng.com



NETWAY CENTER AT ASHBURN
 LOT 2A
 328,461 SF, OR
 7.4813 AC (RESIDUAL)

SUBDIVISION WAIVER PLAT
 OF
LOT 2A
NETWAY CENTER AT ASHBURN
 INSTRUMENT 20210210202082
 LOUDOUN COUNTY, VIRGINIA

PROJECT	HC2002082
DATE	March 12, 2021
DRAWING SCALE	1" = 80'
DRAWN BY	EC
APPROVED BY	EC

SHEET 2 OF 2

EXHIBIT B Draft Site Plan

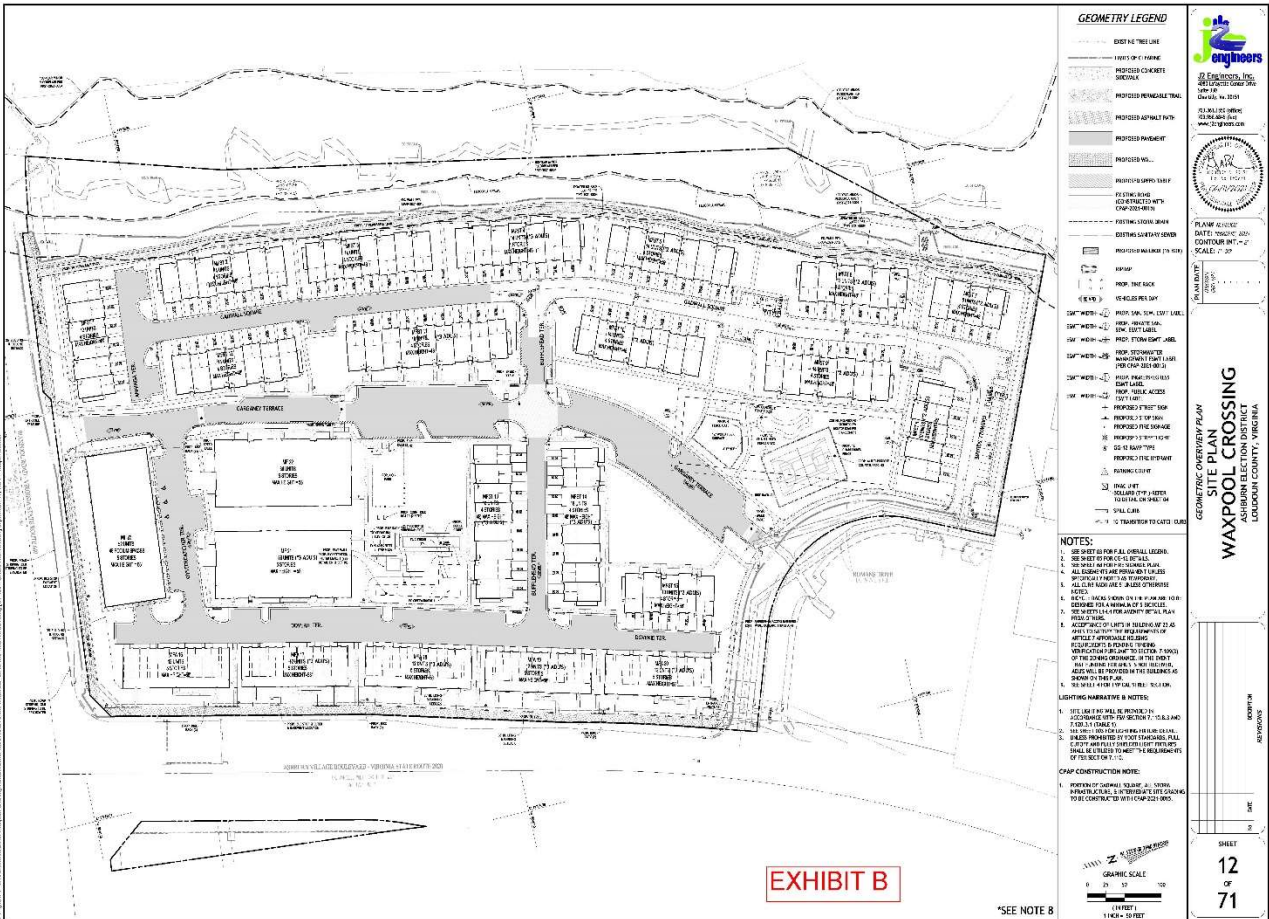


EXHIBIT B

*SEE NOTE 8

EXHIBIT C
Development and Easement Agreement

Loudoun County PIN:
088-37-1171
088-47-1916

DEVELOPMENT AND EASEMENT AGREEMENT

THIS DEVELOPMENT AND EASEMENT AGREEMENT (this “Agreement”) is made as of this ____ day of _____ 2021 (the “Effective Date”) by **WAXPOOL CROSSING I, INC.**, a Virginia corporation (“WCI”) and **WAXPOOL CROSSING II, INC.**, a Virginia corporation (“Declarant”).

- R-1. WCI is the owner of certain real property located in Loudoun County, Virginia (the “County”) known as Lot 1A, Netway Center at Ashburn, as more particularly described on **Exhibit A** attached hereto and made a part hereof (“Lot 1A”).
- R-2. Declarant is the owner of certain real property located in the County known as Lot 2A, Netway Center at Ashburn, as more particularly described on **Exhibit A** attached hereto (“Lot 2A”, and together with Lot 1A, the “Property”).
- R-3. The Property is intended to be divided into individual parcels (individually, a “Parcel” and collectively, the “Parcels”), which are intended to be constructed and developed into buildings containing stacked multi-family dwelling units, buildings containing multi-family dwelling units, open space, private streets and travelways, and other appurtenant improvements and amenities all pursuant to rezoning application ZMAP-20190020 approved by the County on January 19, 2021 and related Minor Special Exception SPMI-2019-0021 (collectively, the “Rezoning”), together with associated proffers as evidenced by that certain proffer statement Waxpool Crossing ZMAP-2019-0020 Proffer Statement April 14, 2020 Revised January 1, 2021 (“Proffers”), as further described in the CDP (“Project”).
- R-4. To facilitate and promote the development, use, and operation of the Project in accordance with the Approvals (as defined below), Declarant, on its own behalf and on behalf of its successors and assigns, intends and desires by this Agreement to create, establish, and impose certain easements, covenants, conditions, restrictions, rights, obligations, and responsibilities upon the entire Property, all of which shall run with the land for the benefit of each Parcel and Owner and shall be binding upon each Parcel, Owner, and Permittee and as otherwise set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the foregoing recitals, hereby incorporated into and made a substantive part of this Agreement, the provisions set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Declarant, with the consent of WCI, hereby grants and declares that all and every portion of the Property, and all Parcels intended to be created therefrom, shall be conveyed, sold, encumbered, leased, occupied, constructed, developed, used, maintained, operated, and transferred in whole or in in part subject to this Agreement and all of the easements, covenants, conditions, restrictions, rights, obligations, and responsibilities set forth in this Agreement, which shall run with the land and be binding upon and, subject to the provisions set forth in this Agreement, inure to the benefit of the parties having or acquiring any right, title or interest in any or all of the Parcels or any part thereof, including each Owner.

1. Recitals. The foregoing recitals are a material part of this Agreement and are incorporated herein by this reference.

2. Definitions.

A. Approvals: the Rezoning, including any proffered condition amendments, conceptual development plan amendments, final development plans, site plans or other land use approvals

to be approved by the County, all as may be amended from time to time, in connection with the redevelopment of any portion of the Project.

B. CDP: the Concept Development Plan for the Project prepared by J2 Engineers, Inc., which was approved by the County on January 19, 2021 as a part of the Rezoning, as amended or clarified from time to time.

C. Constructing Party: with respect to any of the Improvements to be constructed pursuant to this Agreement, the party who is responsible for (I) designing, engineering, constructing, and completing any such Improvement(s), including but not limited to preparing and filing the applicable Improvement Plans for approval by the applicable governmental authorities, and (ii) posting the applicable bonds with the County as required in order to obtain final approval of the applicable Improvement Plans for any such Improvement and paying any outstanding fees and satisfying any bond conditions in connection therewith. The Constructing Party is solely responsible for all Design Costs and Construction Costs for those Improvements the design and construction of which are the responsibility of the Constructing Party.

D. Construction Costs: all costs associated with the construction of any of the Improvements, including, but not limited to, the costs of constructing any and all associated infrastructure, any requisite utility relocation.

E. Default Interest Rate: interest rate of twelve percent (12%) per annum; however, in no event, shall the Default Interest Rate exceed the maximum rate per annum permitted by Virginia law for commercial loans.

F. Design Costs: all costs associated with the design of any of the Improvements, including the costs of (i) preparing, filing and processing any requisite Improvement Plans; and (ii) obtaining any permits and approvals, exclusive of bonding costs and payment of final fees (each of which are to be paid by the Constructing Party), necessary for the construction of such Improvements, including engineering costs and legal fees associated with preparation of deeds of easements and other legal documents required to obtain such permits and approvals.

G. Existing Improvements: any and all existing buildings and improvements located or partially located on the Property, as of the date a Constructing Party desires to commence construction on the applicable portion of the Project under Section 7 of this Agreement.

H. Grantee: with respect to each easement, restriction, covenant, and/or condition contemplated by this Agreement, the party who is the beneficiary of each such easement, restriction, covenant, and/or condition.

I. Grantee's Parcel: with respect to each easement, restriction, covenant, and/or condition contemplated by this Agreement, the Parcel or portion thereof, or portion of the Property owned by the Grantee.

J. Grantor: with respect to each easement, restriction, covenant, and/or condition contemplated by this Agreement, the party who is the grantor of each such easement, restriction, covenant, and/or condition.

K. Grantor's Parcel: with respect each easement, restriction, covenant, and/or condition contemplated by this Agreement, the Parcel or portion thereof, or portion of the Property owned by the Grantor.

L. Hazardous Materials: any flammable items, explosives, radioactive materials, hazardous or toxic substances, materials or waste or related materials, including any substances defined as or included in the definition of hazardous substances, hazardous wastes, infectious wastes, hazardous materials or toxic materials now or subsequently regulated under any federal, state or local laws, regulations, ordinances or rules including, without limitation, oil, petroleum based products, paints, solvents, lead, cyanide, DDT, acids, pesticides, ammonia compounds or other chemical products, asbestos, PCBs and similar compounds and including any different products and materials which currently or subsequently are found to have adverse effects on the environments or the health and safety of persons or which are or become regulated by any governmental authority.

M. Improvements: all improvements to be constructed pursuant to and in accordance with the CDP, the Proffers, and the Approvals.

N. Improvement Plans: any and all plans required to be filed with respect to any of the Improvements, which shall be prepared in accordance with the CDP, the Proffers, and the Approvals and which shall consist of (i) Public Improvement Plans in the case of any public Improvements; or (ii) a site plan in the case of any private Improvements.

O. Land Records: the land records of Loudoun County, Virginia.

P. Legal Requirements: all federal, state and local laws, statutes, codes, acts ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directors and requirements of all governments, departments, commissions, boards, courts, authorities, agencies, offices and officers.

Q. Non-Constructing Party: with respect to any Improvement to be constructed pursuant to this Agreement, the party who is not the Constructing Party.

R. Owners: means and refers to the owners of Property and any portion thereof, including any Parcels, and "Owner" means and refers to any of the Owners.

S. Permittees: means all persons or entities entitled by lease, license or agreement to use or occupy a space within the Property and their respective agents, employees, contractors, guests, invitees and licensees.

T. Private Right-of-Way: any (i) internal street; or (ii) pedestrian or vehicular right-of-way, located on the Property and not dedicated for public use, as depicted on the CDP or the Approvals.

U. Public Improvement Plans: all requisite road plans, utility plans or public improvement plans required to be filed with the County or any applicable governmental authorities in connection with any of the public Improvements.

V. Reimbursement Invoice: an itemized invoice detailing the requested reimbursements, together with all applicable supporting documentation.

W. RUP: The Occupancy Permit, certificate of occupancy or the equivalent thereof, issued by the County for new residential construction.

X. Substantial Completion or Substantially Complete: (i) with respect to any roadway, the construction of the roadway or any portions thereof is substantially complete and such

roadway or portions thereof is legally available for use by the public for travel whether or not such roadway has been accepted for maintenance by the Commonwealth of Virginia or extended to its full build-out as shown on the CDP, or the Approvals; and (ii) with respect to any improvement which is not a roadway, the construction of such improvement is substantially complete pursuant to the CDP, or the Approvals and the applicable RUP has been issued for such improvement.

Y. Under Construction: any improvement or project shall be “Under Construction” if such improvement or project is (i) bonded for construction with the County and under active construction; or (ii) under construction but not yet Substantially Complete.

Z. VDOT: the Virginia Department of Transportation.

3. Easements.

A. Generally. The express creation, establishment, or grant of an easement, restriction, covenant, and/or condition under this Agreement shall, subject to all of the terms and conditions set forth in this Agreement, bind and burden the Property and each respective Parcel intended to be created therefrom which, for the purposes of this Agreement, shall be deemed to be a servient tenement. The respective easements, restrictions, covenants, and/or conditions created, established, and granted in this Agreement shall: (i) run with the land, be perpetual (except as otherwise specifically set forth in this Agreement) and may be used by the Grantee, Declarant, and their respective Permittees; and (ii) subject to the conditions and requirements set forth in Section 3.G below.

B. Temporary Construction and Access Easement. Declarant hereby establishes and grants for itself and to each Owner and their respective Permittees, a temporary, non-exclusive easement and right of passage over and across the entire Property as reasonably necessary for the purpose of temporary access and construction, clearing, filling, grading, installation of utilities and other infrastructure, and similar construction activities and to facilitate the construction and development of Improvements and each Parcel in connection with the Project and in accordance with the Approvals (“Temporary Construction and Access Easement”). The Temporary Construction and Access Easement is established only to the extent and for a duration as is reasonably necessary and provided that reasonable prior written notice (no less than 3 (three) days prior to exercise of the Temporary Construction and Access Easement) is provided to the Owner of the affected Property or Parcel before the work contemplated by the Temporary Construction and Access Easement is commenced and further. Each Owner’s right to exercise the Temporary Construction and Access Easement shall automatically terminate without further action at such time as such Owner Substantially Completes the Improvements within such Owner’s Parcel. Notwithstanding the foregoing or any provision in this Agreement to the contrary, the Declarant shall not be required to provide any notice required hereunder prior to its use and exercise of the Temporary Construction and Access Easement, and the Declarant’s right to use and exercise the Temporary Construction and Access Easement shall continue, to the extent necessary, for Declarant to complete any such work pursuant to the Approvals and as may be required by the County or other governmental authority for Declarant to be released from any and all bonds posted in connection with the Project.

C. Utility Easements; Temporary Interruption. Declarant hereby establishes and grants for itself and to each Owner, non-exclusive easements and rights of access over and across the entire Property as reasonably necessary to install, connect, and maintain water, sanitary sewer, storm drainage lines and appurtenant facilities, electrical service, and telecommunications and internet service cables, conduits and lines, and such other utilities necessary to serve the Project and each Parcel, all in accordance with the Approvals. Each Owner acknowledges that temporary interruption of utility service may be needed in order for a Grantee to perform its work hereunder; provided, however, that the Grantee

shall use commercially reasonable efforts to not cause any temporary interruption of utility service and, if such temporary interruption of utility service is required, any such interruption of utility services shall be for as short a time as possible and shall be done in accordance with the terms of this Agreement. The Grantee shall notify the Grantor in writing of such interruption of utility service at least ten (10) days prior to such anticipated interruption of utility service so that the Grantor can reasonably agree, in writing (which agreement shall not to be unreasonably withheld, conditioned, or delayed) on such interruption period and measures to be implemented in order to minimize such interruption and the effects thereof. Notwithstanding the foregoing, the Declarant shall not be required to provide any notice required hereunder prior to any interruption of utility service in connection with Declarant's development and construction work.

D. Storm Water Management Easement. Declarant hereby establishes and grants for itself and to each Owner, a non-exclusive, perpetual easement over and across the Property to allow for the drainage, discharge, and transmission of storm water runoff into the storm water management and appurtenant facilities located on the Property that are intended to benefit the applicable Parcel or portion of the Property in accordance with the Approvals.

E. Ingress-Egress Easement. Declarant hereby establishes and grants for itself and to each Owner and their respective Permittees (including the Owner of the Affordable Housing Parcel, as defined below, and such Owner's Permittees), a non-exclusive, perpetual easement for vehicular and pedestrian ingress and egress, as applicable, over and across each Private Right-of Way, including, without limitation, all trails, sidewalks, walkways, travelways, streets, and alleys to be constructed within the Property in accordance with the Approvals. In the event that any such Private Right-of-Way is subsequently dedicated to and accepted by the County, VDOT or any other governmental authority, any easement granted pursuant to this Section shall automatically terminate upon recordation among the Land Records of the applicable deed of dedication.

F. Regulation of Easements Generally. Any Grantor may establish from time-to-time, by giving notice to the Grantee, reasonable and non-discriminatory rules and regulations designed to minimize disruptions and establish reasonable limitations prohibiting disruptive activity, in the easement area (the "Easement Regulations"), provided such Easement Regulations are only designed to prohibit or prevent loitering, offensive noise levels, or unreasonable interference with the orderly, decorous and secure operation, use and enjoyment of the improvements within the Grantor's Parcel. Notwithstanding the foregoing, Easement Regulations may also be imposed by the Grantor to restrict or prohibit access temporarily to the extent reasonably necessary to permit or facilitate, or reduce hazards during, construction or upkeep of any portion of such Grantor's Parcel or to prevent the possible dedication of or creation of prescriptive rights within any portion of the Grantor's Parcel. Any Owner exercising rights under the easements granted pursuant to this Agreement hereby covenants to restore any areas disturbed by the exercise of its rights herein.

G. General Limitation. Notwithstanding anything to the contrary contained in this Agreement, no Owner shall, nor shall the Declarant, exercise any easement set forth in this Section 3, or exercise any other right in this Agreement if such use or exercise: (i) would materially and adversely interfere with the intended construction, development, and use of an Owner's Parcel in accordance with the Proffers, CDP, and the Approvals; (ii) could be reasonably accommodated on the portion of the Parcel of the Owner requesting that such easement be granted; (iii) would have a material and adverse impact on any Improvements (or use thereof by an Owner or its Permittees), which are planned or contemplated for future use, Under Construction, or Substantially Complete on the portion of the Parcel of such Owner which Parcel will be burdened; or (iv) materially increase the development or construction costs associated with the portion of the Parcel over which the easement is requested to be granted or such rights are being exercised.

4. Affordable Housing Parcel.

A. Use of Community Facilities. Pursuant to the Proffers and the Approvals, the Project is intended to be developed to include Affordable Housing Multi-Family Units (as defined in the Proffers) within a Parcel to be created by subdivision of the Property (the "Affordable Housing Parcel"). It is hereby acknowledged that the Affordable Housing Parcel shall not be a part of, or subjected or annexed into the homeowners association ("HOA") to be established by the Declarant pursuant to the Proffers to govern and the administer the Project (excluding the Affordable Housing Parcel) and own and maintain, for the benefit of the HOA's members, certain community facilities and amenities, including, without limitation, parks and open space, trails, and active recreational areas, all pursuant to the Approvals (collectively, "Community Facilities"). Notwithstanding the foregoing, Declarant hereby grants, for the benefit of the Owner of the Affordable Housing Parcel and its Permittees, a non-exclusive easement for use and enjoyment of the Community Facilities, subject to any reasonable and non-discriminatory rules and regulations as may be established by the HOA regarding use of the Community Facilities.

B. Maintenance Fee. The HOA shall be responsible for maintaining the Community Facilities, the storm water management facilities, snow removal on all Private Right-of-Way owned by the HOA, and grass cutting around the Affordable Housing Parcel (collectively, the "HOA Services"). In exchange for the HOA Services and the right to use the Community Facilities as set forth in Section 4.A above, the Owner of the Affordable Housing Parcel shall pay to the HOA, Seven Hundred Eighty (\$780.00) per month ("Maintenance Fee"), which shall commence on the first day of the calendar month after the Affordable Housing Parcel receives its RUP and shall continue on the first day of each calendar month thereafter. The Maintenance Fee shall be subject to an automatic increase of two percent (2%) every year, commencing on the January 1st of each calendar year. The HOA shall have the right, at its discretion, to temporarily suspend the HOA Services or use of the Community Facilities set forth in Section 4.A. above in the event the Maintenance Fee is not received the HOA by the fifteenth (15th) day of each month.

5. Construction Phasing and Timing Requirements; Standards; Restoration.

A. Phasing. Construction phasing shall be governed by the phasing plan set forth in the CDP and the Approvals, as applicable. Design and construction of the Improvements shall be commenced and completed in a timely manner such that no Owner is unreasonably delayed or prevented from obtaining a RUP for its portion of the Property. Following the commencement of design or construction of an Improvement, design or construction of that Improvement shall thereafter be diligently and continuously prosecuted to Substantial Completion by the Constructing Party, subject to the occurrence of an Excusable Delay (as hereinafter defined).

B. Standards for Completion and Restoration. All construction and development work to be performed by the Owners in connection with the Project or under the terms of this Agreement shall be completed in a good and workmanlike manner with due diligence, free from faults and defects, in accordance the Approvals. Upon completion of any construction and development on the Project, the Constructing Party shall restore any damage to any work in progress of the Non-Constructing Party, and unless otherwise agreed in writing (for example, as in the case of agreed demolition or removal of Existing Improvements) shall restore the areas of the Non-Constructing Party's Parcel on which such work was performed (the "Areas of Disturbance") to substantially the same condition as existed immediately prior to the commencement of such work by the Constructing Party, unless such damage or disturbance was caused by Non-Constructing Party on which such work was performed or caused by such Constructing Party. Except with respect to Existing Improvements which are to be removed or replaced

in accordance with the Approvals and which are not needed for temporary purposes, such restoration shall include as applicable and without limitation: restoration of any temporary or permanent improvements damaged by the Constructing Party; the repaving of previously paved areas; the replacement of trees and shrubbery; and the repair of any damage caused by the work performed by or on behalf of the Constructing Party.

6. Improvements Procedure and Requirements.

A. Procedure for Designing the Improvements. The Constructing Party of each of the Improvements shall be obligated to cause to be prepared and filed with the County, and diligently pursue approval of, all requisite Improvement Plans for any portion of the Improvements required to be designed by the Constructing Party pursuant to this Agreement. The Improvement Plans, and any material revisions thereto, shall be consistent with the CDP, the Proffers, and the Approvals.

B. Improvements Construction Requirements. The Constructing Party shall be responsible for the satisfaction of all bond conditions, the payment of outstanding fees and the posting of any applicable bonds with the County and/or VDOT as required in order to obtain final approval of the applicable Improvement Plans. Any portion of the Improvements to be constructed by a Constructing Party shall be constructed in a good and workmanlike manner, using first-class materials and in accordance, with the approved Improvement Plans, the applicable permits, the Approvals and all Legal Requirements. The Constructing Party shall be solely responsible for the proper and complete coordination, supervision and performance of all construction-related tasks in connection with the applicable Improvements. The Non-Constructing Party shall not be held responsible for any errors, omissions or penalties incurred by the Constructing Party, or its agents, employees or contractors and shall be indemnified and held harmless by the Constructing Party from and against all claims, actions and causes arising from such construction and from any acts, errors or omissions of such Constructing Party and/or its agents, employees and contractors. The Constructing Party agrees to keep the applicable Non-Constructing Party reasonably informed as to the progress of the construction of the applicable Improvements and to allow such Non-Constructing Party a reasonable right to inspect the applicable Improvements during construction thereof. Upon Substantial Completion of the applicable Improvements, the Constructing Party shall remove from the applicable construction areas all waste materials, rubbish, tools, equipment, machinery and surplus supplies.

7. Demolishing Existing Improvements. The Constructing Party shall cause the Existing Improvements located on portions of the Property for which the Constructing Party is responsible for constructing Improvements to be demolished and cleared away. All such demolishing and clearing activities with respect to the demolition and clearing of Existing Improvements shall be done in accordance with all applicable Legal Requirements and at the Constructing Party's sole cost and expense, without reimbursement from the Non-Constructing Party.

8. Proffers. Each Owner shall each satisfy and comply with the Proffers for which each is responsible pursuant to and in accordance with certain established agreements with respect to the allocation of such responsibility (collectively, the "Proffer Agreements"). Each Owner shall satisfy and comply with its designated Proffers on or before the date when failure to comply with such Proffers would prevent or delay the other party in obtaining the RUP or otherwise in accordance with the Proffer Agreements. If the Proffers are modified via any Approvals, the party obtaining such Approvals shall be responsible for any additional Proffer requirements imposed thereby unless otherwise agreed by the Owners or set forth under the Proffer Agreements.

9. Construction Requirements. In addition to and not in lieu of any other requirements set forth in this Agreement, any construction activities performed by either Owner or their Permittees (if

applicable) pursuant to this Agreement on any portion of the Property shall be performed subject to the following terms and conditions:

A. Permits and Approvals. Unless otherwise agreed to in writing by the Owners, the Owner performing any construction activities shall obtain all necessary governmental permits, licenses and land use approvals in accordance with applicable Legal Requirements prior to commencing any such construction activities, and shall pay all charges and fees imposed in obtaining such permits, licenses and approvals as and when due.

B. Liens. The Owner performing any construction activities pursuant to this Agreement shall promptly pay all costs which are such Owner's obligations hereunder, and shall take all steps necessary to prevent a lien for non-payment of such costs from being placed against any portion of the Property. Each Owner agrees that in the event any mechanics' lien or other statutory lien shall be filed against all or any part of the Property, by reason of work, labor, services or materials supplied to or at the request of such Owner, or by any person claiming by, through or under such Owner, and such lien would have priority over the easements granted in this Agreement, the Owner causing such work to be performed which gave rise to the lien shall pay and discharge, or cause to be paid and discharged, or caused to be bonded off, the lien of record before the first to occur of (i) thirty (30) days after the filing thereof, (ii) the time set forth in any mortgage or deed of trust applicable to the Parcel encumbered by the lien, or (iii) within five (5) days following the demand of an Owner if such other Owner's Parcel is encumbered by the lien and such other Owner is then engaged in bona fide discussions for the sale, assignment, or financing of its interest in any part of its Property. Subject to restrictions with respect thereto under mortgages or deeds of trust on, each Owner shall have the right to contest the validity, amount or applicability of any such lien by and in accordance with all Legal Requirements with diligence and in good faith; provided, however, that the Owner causing such work to be performed which gave rise to the lien shall cause the lien(s) to be bonded off within thirty (30) days after the filing thereof pending resolution of the dispute which resulted in the lien.

C. Notices. The Owner performing any construction or development activities pursuant to this Agreement shall give at least seven (7) days' written notice to the other Owner prior to commencing any such construction or development activities. Notwithstanding the foregoing, Declarant shall not be required to provide any notice to any Owner or party prior to commencing any construction or development activities.

D. Performance Standards. Any and all construction activities performed by any Owner pursuant to the rights and easements herein granted shall be performed in a good, safe and workmanlike manner, and such construction activities shall be in accordance with the generally applicable standards of the trade and applicable Legal Requirements.

E. Use of Other Property. Any Owner performing any construction activities pursuant to the rights and easements herein granted shall conduct its activities permitted hereunder in a manner that will not unreasonably interfere with or disturb the activities of any other Owner or any Permittees thereof, and the Owner performing such construction activities shall ensure that there are adequate security and safety measures in effect on the portion of the other Owner's property to be accessed in connection with such construction activities and shall provide the Owner on whose Property the activity is taking place with evidence of such safety and security measures.

F. Hazardous Materials. Any Owner performing any construction activities pursuant to the rights and easements herein granted shall not emit, store or discharge any Hazardous Materials on any portion of the Property in connection with such construction activities and in violation of Legal Requirements applicable to such Hazardous Materials. In the event that any Owner causes the emission,

storage or discharge of any Hazardous Materials on any portion of the Property in violation of applicable Legal Requirements, such Owner shall immediately (i) notify the other Owners; and (ii) commence, at its sole cost and expense, the cleanup of such Hazardous Materials in accordance with all Legal Requirements.

10. Insurance and Indemnity.

A. Insurance.

(i) Coverage to be Maintained. From and after the date of this Agreement, each Owner shall carry at all times, with respect to the Parcel owned by it, broad form commercial general public liability insurance, including contractual liability, in an amount not less than One Million Dollars (\$1,000,000.00) combined single limit for personal injury, sickness or death or for damage to or destruction of property per occurrence, with additional umbrella coverage in an amount not less than Five Million Dollars (\$5,000,000), or such higher limit as the Owners may reasonably agree upon is then reasonably and customarily maintained by owners of similar property in the area where the Property is located. Such insurance shall name each of the other Owners as an additional insured. Each such policy shall provide that the acts of any insured party shall not invalidate the policy as against any other insured party or otherwise adversely affect the rights of any other insured party under the policy and shall contain a waiver of subrogation.

(ii) Builder's Risk Coverage. Each Owner shall maintain or cause its contractors to maintain builders' risk insurance during periods of construction by such Owner, in such amounts as carried by prudent owners of first-class property in the Loudoun County, Virginia market.

(iii) Evidence of Insurance Coverage. Each Owner shall, promptly upon request, furnish to the other Owners, policies or certificates evidencing the insurance coverage described in this Section 10, as well as evidence of the payment of the insurance covered by such policies or certificates, which policies or certificates shall state that such insurance coverage may not be reduced, canceled or allowed to expire without at least thirty (30) days' prior written notice to the other Owners.

(iv) Release of Liability. Each Owner hereby waives and releases, for such Owner and its successors and assigns, all rights of recovery against the other Owners and its partners, officers, directors, agents and employees (the "Released Parties"), on account of loss or damage to such Owner's Parcel to the extent that such loss or damage is insured against under any policies of property damage insurance carried by such Owner; provided, however, that the foregoing waiver shall not apply to the extent of deductibles under any such policies. By this waiver it is the intent of the parties that none of the Released Parties shall be liable to any Owner or any insurance company (by way of subrogation or otherwise) insuring any Owner for any loss or damage insured against under any such policies of property damage insurance, even though such loss or damage might be occasioned by the negligence of a Released Party. If any Owner fails for any reason to maintain property damage insurance with respect to the Common Infrastructure Development Work, such Owner hereby waives and releases all rights of recovery against the Released Parties on account of loss and damage occasioned to such Owner's Parcel to the extent that such loss or damage could have been insured against by a policy of property damage insurance containing "all risk" or Special Form coverage, if such policy had been purchased by such Owner and was in effect on the date the loss or damage occurred.

(v) Waiver of Subrogation. Each Owner shall include in each of their policies of property damage insurance, a waiver of the insurer's right of subrogation against the Released Parties or, if such waiver at any time becomes unobtainable, (i) an express agreement that such policy shall not be invalidated if the insured waives or has waived before the loss the right of recovery against

any party responsible for an insured casualty, or (ii) any other form of permission for the release of the Released Parties, provided such waiver, agreement or permission is obtainable under normal commercial insurance practice at the time.

B. Indemnification. Each Owner hereto (the “Indemnifying Party”) shall indemnify, defend and hold harmless each other Owner hereto, and each of their respective agents, representatives, shareholders, officers, directors, partners and employees (collectively, the “Indemnified Party”) from and against any and all demands, claims, losses, damages, liabilities, costs and expenses including, but not limited to, loss, damages, liability, costs and expenses arising from death, bodily injury, or property damage, reasonable attorneys’ fees (whether or not suit is filed) and litigation expenses, which each such Indemnified Party may pay or become obligated to pay or which may be incurred by or asserted against such Indemnified Party caused, in whole or in part, by (a) any default by the Indemnifying Party under this Agreement; or (b) any negligent act, error or omission of the Indemnifying Party, its agents, employees, representatives, licensees, invitees, contractors or subcontractors arising out of or relating to the matters set forth in this Agreement. The indemnities contained in this Section shall survive any expiration or earlier termination of this Agreement and shall apply regardless of whether the Indemnified Party was concurrently negligent (whether actively or passively), it being agreed to by the Owners that in this event the Owners’ respective liability or responsibility for such losses, damages, liabilities, costs and expenses shall be determined in accordance with principles of comparative negligence regardless of any Virginia law to the contrary. Notwithstanding the foregoing no Owner shall be liable to any Indemnified Party for any consequential, punitive or special damages. Notwithstanding the foregoing, no Owner shall be liable to any Indemnified Party for any loss, damages, costs and expenses arising from death, bodily injury, or property damages, reasonable attorneys' fee (whether or not suit is filed) and litigation expenses, which each such Indemnified Party may pay or become obligated to pay or which may be incurred by or asserted against such Indemnified Party caused, in whole or in part, by any reckless or intentional act, error or omission of the Indemnifying Party, its agents, employees, representatives, licensees, invitees, contractors or subcontractors.

11. Zoning Matters and Cooperation.

A. Filing of Amendment Requests. From and after the Effective Date, any Owner shall be permitted to file, with respect to its respective portion of the Property (the “Filing Party”), and without the joinder of the other Owner (the “Non-Filing Party”), such applications for partial proffered condition amendments or amendments to any conceptual design plans or site plans (collectively, an “Amendment Request”) and applications for any Approvals, provided that (i) any such Amendment Request or application for any Future Approvals shall not reduce the permitted development rights on the Non-Filing Party’s portion of the Property; (ii) shall not result in any material change to the configuration of the Improvements as shown on the CDP; and (iii) shall not result in any increase in the development costs of any portion of the Parcel owned by the Non-Filing Party.

B. Cooperation. Any Non-Filing Party shall, at no cost to such Non-Filing Party, be obligated to cooperate with the Filing Party in connection with the prosecution by the Filing Party of any Amendment Request or application for any Approvals which complies with the provisions of Section 11(A), as applicable, and, if required by the County, shall grant such consents as may be reasonably required in order for the Filing Party to obtain approval of any Amendment Request or application for any Approvals conforming to the requirements set forth herein, provided, however, the obligation of the Non-Filing Party to grant such consents also shall only exist where such consents can be provided at no cost to the Non-Filing Party, and shall further be subject to clauses (i) through (iii) of Section 11(A).

12. Reserved Rights. In addition to any other rights reserved to the Declarant under this Agreement, Declarant further reserves to itself the unilateral right, without the consent of any Owner or

Mortgagee, if and to the extent required by a governmental authority or utility, to comply with the Proffers or the Approvals, in connection with the release of bonds, or as otherwise necessary or desirable for the orderly development of the Property, in the Declarant's sole discretion, to: (i) grant or reserve easements, covenants or restrictions across any portion of the Property; (ii) relocate, vacate or terminate easements across any portion of the Property; (iii) dedicate portions of the Property for public street purposes or for any other public purpose; or (iv) enter into agreements, including maintenance and utility agreements. The Declarant's rights under this Section 12 are subject to the limitations contained in Section 3(g)(i)-(iv) of this Agreement. The Declarant has the right to assign or delegate, in writing, from time to time, all or any part of the rights and obligations of the Declarant under this Agreement to any person or entity as successor to the Declarant. Any such assignment and delegation will be in writing, signed by the Declarant and the assignee, and will become effective upon its recordation among the Land Records. In the absence of such an express assignment and delegation of the role of Declarant, the rights and functions of the Declarant under this Agreement will not pass to any Owner as a result of a deed or other instrument given by the Declarant to convey a Parcel or portion of the Property to an Owner. Declarant's reserved rights under this Section 12 shall expire once all of Declarant's development conditions pursuant to the Rezoning, Proffers, and Approvals are satisfied and all bonds posted by the Declarant with respect to the Property are released by the County and all applicable governmental authorities.

13. Cooperation in Development. The Owners agree to cooperate with each other to facilitate construction and development of the Project in accordance with the Approvals, such cooperation to include, without limitation, timely executing and delivering (and causing its lender to execute and deliver) any easements (including, without limitation, use of common area, maintenance, repair, and replacement, emergency access, traffic and way-finding signage, installation and maintenance of lighting, drainage, storm water management, storm sewer, water, sewer, and other utility easements, ingress/egress easements, trail easements, construction and grading easements), dedications, permits, applications, licenses, and such other documents and agreements as may reasonably be required in connection with the construction and development of the Project in accordance with the Approvals, in order to obtain bond release from the appropriate governmental authority, and to otherwise satisfy the requirements of all appropriate governmental authorities or service provider; provided, however, that no such cooperation shall incur or cause any material expense or adverse impact upon a Parcel or the timing or cost of development thereof, or the use thereof by such Parcels' Owner and its Permittees. Notwithstanding the foregoing, any such easements, dedications, permits, applications, licenses, and documents shall be subject to the limitations set forth in Section 3(g)(i)-(iv) and shall: (i) be reasonably required to carry out the general plan of development contemplated by the CDP or any Approvals; and (ii) affect or otherwise encumber the minimum amount of the Parcel as is feasible in order to accomplish the requisite construction of the Improvement. No consideration will be paid by any Owner to any other Owner for any document granted pursuant to this Agreement, but the Owner obtaining the easement shall be responsible for the cost of preparing, filing, and recording, as applicable, of such document (including any exhibits thereto), and for obtaining any required governmental approvals thereof. All such documents shall be on such terms as are mutually and reasonably satisfactory to the Owners.

14. Shared Road Costs. The Property is subject to that certain Declaration of Covenants recorded among the Land Records as Instrument Number 20110728-0045409 ("Declaration") which provides for, inter alia, payment of assessments to Morley Corner Commercial Association for maintenance by Morley Corner Commercial Association of Common Area (as defined Declaration), which includes the Private Roadway (as defined in the Declaration), all as more particularly set forth in the Declaration. Pursuant to the Declaration, the assessments attributable to the Property comprise ninety percent (90%) of the total assessment ("Residential Portion") payable to Morley Corner Commercial Association. The Owner of the Affordable Housing Parcel shall not be responsible for the Affordable Housing Parcel's share of the Residential Portion. Thus, each Owner (with the exception of the

Affordable Housing Parcel Owner) shall be responsible for its pro rata share of the Residential Portion based on square footage of an Owner's Parcel divided by the total square footage of all Parcels (each, an "Owner's Share"). Each Owner shall further be responsible for the Affordable Housing Parcel's pro rata share of the Residential Portion, divided equally among all Owners (with the exception of the Affordable Housing Parcel Owner). Any and all payments of the Residential Portion shall be sent to the HOA, which shall be responsible for remitting payment to Morley Corner Commercial Association.

15. Dedication of Property. In the event any Owner dedicates or conveys to any applicable governmental authority or public utility any property or improvements, or grants any utility easements ("Dedicated Property"), from the Property, then upon recordation among the Land Records of the dedication instrument (i) if the Dedicated Property is a dedication of fee title, then the Dedicated Property shall be automatically released from the terms and provisions of this Agreement and from the obligations of the dedicating Owner under the terms of this Agreement; or (ii) if the Dedicated Property is a dedication of an easement right (or any property right less than a fee simple conveyance), then the terms of this Agreement shall be subject and subordinate to such dedication, and, in either event, the Owners agree to execute an appropriate instrument reasonably necessary to evidence such release or subordination (as applicable) of the Dedicated Property from the terms of this Agreement.

16. Administration and Enforcement.

A. Occurrence of Default. If any Owner or Declarant fails to perform any of its duties or obligations provided in this Agreement (such Owner or Declarant, as applicable, to be referred to hereinafter as the "Defaulting Party"), the other Owner or Declarant (the "Curing Party") may at any time, give written notice to the Defaulting Party, setting forth its specific failures in complying with this Agreement (the "Default Notice"). Except as otherwise set forth herein, the Defaulting Party will have a period of thirty (30) days after receipt of the Default Notice (the "Cure Period") to cure the failures specified in the Default Notice. If such failures are such that they cannot be corrected within such thirty (30) day period, no default shall occur provided the Defaulting Party (i) provides to the Curing Party a written plan of action specifying the actions to be taken by the Defaulting Party reasonably designed to cure such failures (the "Action Plan"); (ii) commences the cure of such failures in accordance with the Action Plan within thirty (30) days after receipt of the Default Notice; and (iii) diligently prosecutes a cure of such failures, and thereafter completes the cure within a commercially reasonable time period. In the event that (i) the Defaulting Party fails to deliver an Action Plan prior to the expiration of the Cure Period; or (ii) the Defaulting Party fails to abide by any applicable Action Plan; or (iii) in the event that an Action Plan has not been provided, the Defaulting Party fails to cure the failures specified in the Default Notice by the applicable date, then the Curing Party shall have the right to: (a) correct such failures, including the right and easement to enter upon the portion of the Property belonging to the Defaulting Party to correct such failures and obtain reimbursement therefor from the Defaulting Party; and (b) pursue any claims that may be available at law or in equity (including, without limitation, specific performance), but in no event shall the Curing Party be entitled to recover consequential or punitive damages for any default or failure by the Defaulting Party. Notwithstanding anything to the contrary, in the event of an emergency situation which poses an imminent danger or threat of bodily injury or property damage, the Curing Party may, without prior notice, cure any such failure and thereafter shall be entitled to reimbursement pursuant to Section 16(B) hereof; provided, however, that the Curing Party shall make all reasonable efforts to notify the Defaulting Party as soon as practicable.

B. Reimbursement of Expenditures. If the Curing Party elects to pay any sum of money or do any acts that require the payment of money pursuant to the provisions of Section 16(A), the Defaulting Party shall, promptly upon demand, reimburse the Curing Party such reasonable sums. In the event that such reasonable sums are not paid by the Defaulting Party within ten (10) days after demand by

the Curing Party, then such sums shall bear interest at the Default Interest Rate from the date of expenditure until the date of such reimbursement.

C. Attorneys' Fees and Costs. In the event any arbitration proceeding, legal action, suit or other proceeding involving this Agreement is brought, the prevailing party in such enforcement action shall be entitled to be reimbursed by the non-prevailing party for the amount of all reasonable arbitration fees, attorneys' fees, experts' fees and other costs incurred by the prevailing party in connection with such arbitration proceeding, legal action, suit or proceeding, and said amount shall be paid by the non-prevailing party within thirty (30) days after written notice from the prevailing party that the same is due and payable.

17. Notices.

A. Notices Generally. All notices, statements, demands or other communications given under or pursuant to this Agreement, or which an Owner may wish to give to any other Owner, shall be in writing, and shall be either (a) sent by overnight delivery using a nationally recognized overnight courier, in which case notice shall be deemed delivered one business day after deposit with such courier, (b) sent by electronic mail in a "PDF" format, in which case notice shall be deemed delivered as of the date the electronic mail was sent (as evidenced by email confirmation), provided that if such email confirmation indicates that it was sent after 5:00 p.m. (local time) on such day, then the email shall be deemed to have been given on the succeeding business day, or (c) sent by personal delivery, in which case notice shall be deemed delivered upon receipt:

if to WCI or Declarant: c/o Northfield Construction and Development LLC
5101 Wisconsin Avenue NW, Set 290
Washington, DC 20016
Telephone: (202) 750-7363
Attn: Stephen Collins
E-mail: stephen@northfielddev.com

with copy to: Odin, Feldman & Pittleman, PC
1775 Wiehle Avenue
Suite 400
Reston, Virginia 20190
Telephone: (703) 218-2192
Attn: Jo Anne Bitner, Esq.
E-mail: JoAnne.Bitner@ofplaw.com

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 notice as of the date of such rejection, refusal or inability to deliver. An Owner may, by ten (10) days prior notice to all other Owners, designate a different address or addresses to which notices shall be sent. Any notice sent to an Owner's address on file with the County tax assessor shall be deemed adequate notice.

B. Notice of Transfer of Title. With the exception of conveyance or transfer of fee title to a subdivided lot or condominium unit to a residential home purchaser, upon the conveyance or transfer of fee title to a Parcel or any portion of the Property, the grantee shall give notice of such transfer and of the name and address of such grantee to Declarant and, as applicable, such other Owners owning any portion of the Property. This Agreement shall be binding upon and inure to the benefit of the parties hereto and each of their respective heirs, personal representatives, successors and assigns. Any Owner

hereto may assign this Agreement, in whole or in part, without the prior consent of the other Owners, to any successor and/or assign of such Owner's portion of the Property. Any other assignment by a party to this Agreement except as expressly authorized hereto, shall be subject to the prior consent of the other Owners, which consent shall not be unreasonably withheld, conditioned or delayed. Upon any approved assignment of this Agreement to a third-party and the assumption by such assignment of all obligations of such assignor hereunder, such assignor shall have no further liabilities or obligations hereunder.

18. Miscellaneous.

A. Exhibits; Recitals; Legal Descriptions. The exhibits, recitals and legal descriptions are integral parts of this Agreement and are incorporated herein by reference.

B. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Agreement to any person or any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision of the application of any provision which can be given effect without the invalid provision or application, and to this end, the provisions of this Agreement are declared to be severable.

C. Captions; Pronouns. The captions of this Agreement are inserted only as a matter of convenience and for reference. They do not define, limit or describe the scope or intent of the provisions of this Agreement, and they shall not affect the interpretation hereof. Whenever singular, plural, masculine, feminine or neuter pronouns are used herein they shall be construed interchangeably so as to fit the applicable context.

D. Amendment and Termination; Further Assurances. This Agreement may be amended or terminated only by the written agreement of the Owners. The Owners shall execute amendments and modifications to this Agreement as reasonably required by another Owner from time to time, provided that such amendments or modifications shall not materially adversely affect the rights and obligations of the Owners. The Owners also shall execute such further assurances as may be necessary or desirable to effectuate the intent and purpose of all of the covenants and rights set forth in this Agreement. No Owner shall unreasonably withhold, condition or delay its consent to any modification to this Agreement that is requested in writing by an institutional mortgagee (a "Mortgagee") on a portion of the Property or any potential purchaser of any part of the Property, so long as such request is reasonable and does not materially and adversely affect the Owner's portion of the Property, as determined by such affected Owner in its sole but reasonable discretion.

E. Locative Adverbs. The locative adverbs "herein," "hereunder," "hereto," "hereinafter" and like words, wherever and whenever the same appear herein, mean and refer to this Agreement in its entirety and not to any specific Article, Section or Subsection or Exhibit hereof.

F. Right to Enjoin. In the event of any violation or threatened violation of any of the provisions of this Agreement by the Owners or any agent or successor in interest thereof, any Owner shall have the right to seek from a court of competent jurisdiction an injunction against such violation or threatened violation, and any defense that an adequate remedy at law may exist is hereby waived.

G. Remedies Cumulative. The rights and remedies provided in this Agreement shall be deemed to be cumulative and no one of such rights and remedies shall be exclusive of any of the others, or of any other right or remedy at law or in equity which the Owner might otherwise have by virtue of a default hereunder, and the exercise of one such right or remedy shall not impair the standing of an Owner to exercise any other right or remedy.

H. Waiver of Default. Except as otherwise expressly provided herein, a waiver of any default by any Owner must be in writing, and no such waiver shall be implied from any omission to take any action in respect of such default. No express written waiver of any default shall affect any default or cover any period of time other than the default and period of time specified in such express waiver. One or more written waivers of any default in the performance of any provisions of this Agreement shall not be deemed to be a waiver of any subsequent default in the performance of the same provision or any other term or provision contained herein. No consent or approval by an Owner to or of any act or request by any individual requiring consent or approval shall be deemed to waive or render unnecessary the consent of approval to or of any subsequent acts or requests.

I. No Partnership, Joint Venture or Principal Agent Relationship. Neither anything in this Agreement nor any acts of any Owner shall be deemed to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between any persons.

J. Governing Law. This Agreement shall be construed and governed in accordance with the laws of the Commonwealth of Virginia.

K. Time. Time is of the essence of each and every provision of this Agreement. If a date or the expiration of a date of any period that is set out in this Agreement falls upon a date that is not a day on which business is generally transacted by banks in the Washington D.C. metropolitan area, then, in such event, the date or expiration date of such period shall be extended to the next business day.

L. Excusable Delay. Notwithstanding anything to the contrary contained in this Agreement, whenever performance is required of any Owner under the terms of this Agreement, that Owner shall use all due diligence to perform and take all necessary measures in good faith to effect the necessary or required performance; provided, however, that if completion of performance shall be delayed at any time by reason of acts of God, adverse and unusual weather conditions not reasonably anticipated, pandemic, war, civil commotion riots, strikes, picketing, other labor disputes, unavailability of labor or materials, government action or inaction, governmental shutdown, government delay in issuing permits, damage to work in progress by reason of fire or other casualty, or any unforeseeable cause beyond the reasonable control of the Owner, including without limitation the default of another Owner in performing its obligations under this Agreement, then the time for performance as herein specified shall be appropriately extended by the amount of the delay actually so caused (an “Excusable Delay”). Notwithstanding the foregoing, lack of funds or causes resulting from lack of funds shall not be deemed to be an Excusable Delay. The provisions of this Section shall not operate to excuse any Owner from the prompt payment of any monies required by this Agreement.

M. Limitation of Liability. No partner, shareholder, member, trustee, beneficiary, director, officer or employee of an Owner, or any affiliate of an Owner, shall have any personal liability under this Agreement. In addition, in the event any person obtains a judgment against any Owner in connection with this Agreement, such person’s sole recourse shall be to the estate and interest of such Owner in and to the Property.

N. Mortgagee Notice and Right to Cure. A Mortgagee, during such period of time as such mortgage shall be of record in the land records, shall be entitled to receive notice of any default on the part of the maker of a mortgage (the “Mortgagor”) (including, without limitation, notice of a default which would entitle another Owner to exercise self-help), provided that prior to the default such Mortgagee shall have delivered to such other Owners a notice substantially as follows:

The undersigned, whose address is [insert Mortgagee address] does hereby certify that it is the holder of a first/second/etc. mortgage (the

“Mortgage”) upon the tract of land described on Exhibit A attached hereto and made a part hereof, such tract being the property of [insert name of Mortgagor]. In the event that any notice shall be given of the default by the Mortgagor upon whose property this Mortgage applies, under the Agreement, a copy thereof shall be delivered to the undersigned at the address set forth herein, and the undersigned shall thereafter have all rights (but not the obligations) of the Mortgagor to cure a default by the Mortgagor. Failure to deliver a copy of such notice to the undersigned shall in no way affect the validity of the notice of default to the Mortgagor but shall make the same invalid as it respects the interest of the Mortgagee in and to the property or Mortgage, and such failure shall result in the default not being binding upon the Mortgagee who is in possession of the property and who has not received such notice or upon any party who acquired the property by foreclosure or deed in lieu of foreclosure.

Any notice to such Mortgagee shall be mailed to the address referred to in the form of notice set forth above and in the same manner as provided in Section 18 hereof. The giving of or failure to give any notice of default or the failure to deliver a copy to any such Mortgagee shall in no event create any liability on the part of the Owner so declaring or entitled to declare a default; provided, however, the Mortgagee shall be permitted to cure any such default within forty-five (45) days after a copy of the notice of default shall have been sent to such Mortgagee, provided that, in the case of a default which cannot with diligence be remedied within such period of forty-five (45) days, if it has notified the other Owners that it is curing the default and if it has promptly commenced within the forty-five (45) day period and has proceeded and is proceeding with all due diligence to remedy such default, then such Mortgagee shall have additional reasonable period as may be necessary to remedy such default.

O. Estoppel Certificates. Each Owner agrees that, on the request of any other Owner (or any existing Mortgagee or prospective Mortgagee), sent with the formalities of a notice specified hereunder, such requested Owner shall, within a reasonable time after such request (not to exceed thirty (30) days), certify: (i) that the terms and provisions of this Agreement are unmodified and are in full force and effect or, if modified, identifying such modifications; (ii) whether, to the knowledge (without investigation) of the Owner executing the estoppel certificate, there is any existing default under this Agreement (or grounds therefor after giving the requisite notice hereunder) by the requesting Owner and, if so, specifying the nature and extent thereof; (iii) the then status of performance of the terms, conditions, and provisions hereof by such requesting Owner (including the conformity of any development with the terms and provisions of this Agreement); (iv) whether any proposed use or development or other action proposed to be taken by such requesting Owner is in conformity with the terms, conditions, and provisions hereof (provided, the requesting Owner shall describe the proposed use, or development, or other action specifically and in sufficient detail to enable the requested Owner to respond), by suitable written instrument duly executed and acknowledged; (v) whether, to the knowledge of the Owner executing the estoppel certificate, there are any sums (other than those arising out of the normal course of operation of its portion of the Property within the previous ninety (90) days) which the Owner executing such estoppel certificate is entitled to be reimbursed by the requesting Owner, and if there are any such sums, specifying the nature and amounts thereof; (vi) whether the Owner executing the estoppel certificate has performed or is performing work other than services pursuant hereto, the cost of which such Owner is or will be entitled to charge in whole or in part to the requesting Owner under the provisions hereof, but has not yet charged to such requesting Owner, and if there be any such work, specifying the nature and extent thereof and the estimated amount to be paid by the requesting Owner; (vii) the nature and extent of any setoffs, claims, counterclaims, or defenses then being asserted or, to the knowledge of the Owner executing the estoppel certificate (without investigation), capable of being

asserted (after giving the requisite notice, if any, required hereunder), or otherwise known by said Owner, against the enforcement of the requesting Owner's rights hereunder; (viii) whether the Owner executing the estoppel certificate has commenced litigation against another Owner (or threatened litigation in writing) regarding a matter which has not been discharged, released, or otherwise resolved (and, if so, a copy of my such notice or notices shall be delivered with the estoppel certificate); and (ix) the current address or addresses to which notices given to the Owner executing such estoppel certificate are required to be mailed under this Agreement. Such estoppel certificate may be relied upon by the requesting Owner, its successors-in-title and any Mortgagee.

P. Compliance with Legal Requirements. Each Owner covenants to comply with all applicable Legal Requirements governing its portion of the Property, including, but not limited to, all provisions, as applicable, of the CDP, the Proffers, and any Approvals.

Q. Arbitration. The Owners agree that except for equitable remedies, which may be pursued in court, all disputes hereunder shall be settled by binding arbitration conducted by a neutral arbitrator selected by the American Arbitration Association or other third party arbitration organization agreed upon by the Owners at the arbitrator's offices closest to the County, or at a location mutually agreed upon by the Owners. The arbitration shall be conducted according to the American Arbitration Association Commercial Arbitration Rules or such other procedures as may be agreed upon by the Owners. The Owners agree to (i) join into the arbitration proceeding hereunder, or (ii) join any other arbitration proceeding being conducted by persons or entities related to the dispute that may be necessary to completely resolve the dispute. The arbitration shall determine all rights and obligations under this Agreement, and the award of the arbitrator shall be final, binding and enforceable; however, in no event may the arbitrator make an award of punitive or consequential damages against any Owner.

R. Condominium Regime or Property Owners Association. If any Parcel or portion of the Property is subjected to a condominium regime or property owners association, including the HOA referred to in Section 4.A, then the applicable condominium unit owners association or property owners association governing only such Parcel shall be deemed Owner of the applicable Parcel (or portion thereof) by and through such association's board of directors and any officer of such association shall be conclusively presumed to have the authority to accept notice and exercise any and all rights, duties and authority of the owners of the parcels created thereby on behalf of all such unit owners or cooperators. With respect to lots or condominium units conveyed from an Owner to purchasers of residential dwelling units, upon recordation of the deed of conveyance for such lot or condominium unit to such purchaser who intends to use the lot or condominium unit for residential purposes, such lot or condominium unit shall automatically be released from all monetary obligations under this Agreement. Except as otherwise set forth in this Agreement, homeowners and occupants of residential dwelling units subject to a condominium unit owners association or property owners association shall have no right to act on their own behalf with regard to any matter under this Agreement or receive notices hereunder, but shall nonetheless be bound by and shall comply with all of the terms and provisions of this Agreement, including, without limitation, the obligation to grant such easements as are described in this Agreement and otherwise cooperate with the development of the Project, including joining in such other documents as may reasonably be requested in furtherance of said development by one or more of the Owners hereto, all pursuant to the terms of this Agreement. Each Owner establishing a condominium unit owners association or property owners association on any portion of the Property shall reserve various declarant rights, within such association's governing documents, and utilize such declarant rights to grant easements and otherwise fulfill an Owner's obligations pursuant to this Agreement with respect to any impacted lot previously sold to a third party home purchaser and such Owner shall provide in the applicable association governing documents, to which the impacted lot is subject that the declarant has such a right to grant said easements and fulfill such obligations under this Agreement.

S. Covenants Run with the Land. This Agreement shall constitute a covenant running with the land, and shall be binding on and shall inure to the benefit of each Owner and their respective successors and assigns

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Declarant has this Agreement as of the date first above written.

DECLARANT:

WAXPOOL CROSSING II INC.
a Virginia corporation

By: *Nathan Hamman* (SEAL)
Name: Nathan Hamman
Title: President

District Columbia
COMMONWEALTH OF VIRGINIA
COUNTY OF Washington, to wit:
City

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that Nathan Hamman, as President, WAXPOOL CROSSING I INC., whose name is signed to the foregoing Agreement, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

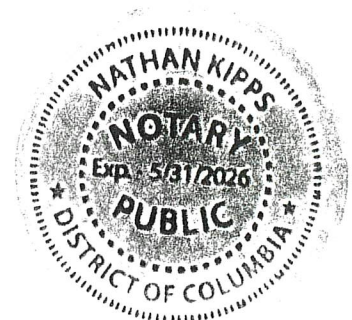
GIVEN under my hand and seal this 28th day of September, 2021.

My commission expires:

Nathan Kipps
Notary Public

5/31/26
Notary Registration No.: _____

NATHAN KIPPS
Notary Public, District of Columbia
My Commission Expires 5/31/2026



WAXPOOL CROSSING I INC.
a Virginia corporation

By: Nathan Hamman (SEAL)
Name: Nathan Hamman
Title: President

District Columbia
COMMONWEALTH OF VIRGINIA
COUNTY OF Washington, to wit:
City

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that Nathan Hamman, as President, WAXPOOL CROSSING I INC., whose name is signed to the foregoing Agreement, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this 28th day of September, 2021.

My commission expires:

Nathan Kipps
Notary Public

5/31/26
Notary Registration No.: _____

NATHAN KIPPS
Notary Public, District of Columbia
My Commission Expires 5/31/2026

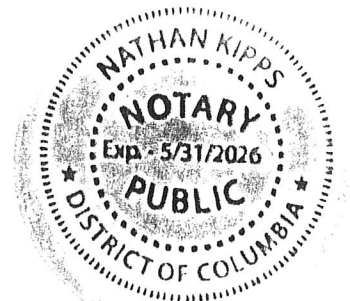


EXHIBIT A
DESCRIPTION OF PROPERTY

LOT 1A, consisting of 10.83443 acres, as depicted on that certain plat prepared by J2 Engineers, Inc., dated December 16, 2020, entitled "Boundary Line Adjustment on the properties of Temple Baptist Church of Herndon, VA, Netway Center at Ashburn – Lot 1A, Instr. 20130201-0009913, Netway Center at Ashburn -Lot 2A, Inst. 20110201-0007598, Ashburn Election District, Loudoun County, Virginia", and duly dedicated, platted and recorded by that certain Deed of Boundary Line Adjustment recorded as Instrument No. 202102190020362 (Plat recorded as Instrument No. 202102190020363) among the Land Records of Loudoun County, Virginia.

AND

LOT 2A, CONSISTING OF 8.25251 ACRES, AS DEPICTED ON THAT CERTAIN PLAT PREPARED BY J2 ENGINEERS, INC. DATED DECEMBER 16, 2020, ENTITLED "BOUNDARY LINE ADJUSTMENT ON THE PROPERTIES OF TEMPLE BAPTIST CHURCH OF HERNDON, VA, NETWAY CENTER AT ASHBURN – LOT 1A, INSTR. 20130201-0009913, NETWAY CENTER AT ASHBURN – LOT 2A, INSTR. 20110201-0007598 ASHBURN ELECTION DISTRICT LOUDOUN COUNTY, VIRGINIA", AND DULY DEDICATED, PLATTED AND RECORDED BY THAT CERTAIN DEED OF BOUNDARY LINE ADJUSTMENT RECORDED AS INSTRUMENT NO. 20210219-0020362 (PLAT RECORDED AS INSTRUMENT NO. 20210219-0020363) AMONG THE LAND RECORDS OF LOUDOUN COUNTY, VIRGINIA.

**CONSENT AND SUBORDINATION OF
MORTGAGEE
TO AGREEMENT**

THIS CONSENT AND SUBORDINATION OF MORTGAGEE TO AGREEMENT (“Consent”) is made as of _____, 2021, by **TEMPLE BAPTIST CHURCH OF HERNDON, VA**, a Virginia corporation, hereinafter referred to as “Mortgagee”; **H. MARK GOETZMAN, TRUSTEE** and **ANTONIA E. MILLER, TRUSTEE**, either of whom may act, hereinafter collectively referred to as “Trustees”.

WITNESSETH THAT

The undersigned Mortgagee as beneficiary under a certain Purchase Money Deed of Trust, Security Agreement and Financing Statement dated February 24, 2021 (the “Deed of Trust”), and recorded among the Land Records as Instrument Number 20210225-0023166 hereby consents to: (i) the execution and recordation of the foregoing Agreement; and (ii) the subordination of the Deed of Trust to the covenants, conditions, easements and restrictions set forth in the Agreement, and for such purposes hereby directs the Trustees under the said Deed of Trust to join in the execution and delivery hereof.

The Mortgagee certifies and confirms that it is the current holder of the promissory note secured by the Deed of Trust and it has not pledged, assigned or endorsed said note to any other party.

IN WITNESS WHEREOF, the undersigned Mortgagee and its Trustees have caused this Consent to be executed pursuant to due and proper authority as of the date first set forth above.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

H. MARK GOETZMAN, TRUSTEE

COMMONWEALTH OF VIRGINIA
COUNTY OF _____, to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that H. MARK GOETZMAN, TRUSTEE, whose name is signed to the foregoing Consent, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this _____ day of _____, 2021.

My commission expires:

Notary Public

Notary Registration No.: _____

ANTONIA E. MILLER, TRUSTEE

COMMONWEALTH OF VIRGINIA
COUNTY OF _____, to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that ANTONIA E. MILLER, TRUSTEE, whose name is signed to the foregoing Consent, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this _____ day of _____, 2021.

My commission expires:

Notary Public

Notary Registration No.: _____

TEMPLE BAPTIST CHURCH OF HERNDON,
VA

By: _____ (SEAL)
Name: _____
Title: _____

COMMONWEALTH OF VIRGINIA
COUNTY OF _____, to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that _____, as _____ of TEMPLE BAPTIST CHURCH OF HENDON, VA whose name is signed to the foregoing Consent, appeared before me and personally acknowledged the same in my jurisdiction aforesaid, on behalf of the Church.

GIVEN under my hand and seal this _____ day of _____, 2021.

My commission expires:

Notary Public

Notary Registration No.: _____

**CONSENT AND SUBORDINATION OF
MORTGAGEE
TO AGREEMENT**

THIS CONSENT AND SUBORDINATION OF MORTGAGEE TO AGREEMENT (“Consent”) is made as of _____, 2021, by **DREAM FINDERS HOMES, LLC**, a Florida limited liability company, hereinafter referred to as “Mortgagee”.

WITNESSETH THAT

The undersigned Mortgagee as beneficiary under that certain Deposit Deed of Trust (Lot 1A) dated February 24, 2021 recorded among the Land Records as Instrument Number 20210225-0023167 and Deposit Deed of Trust (Lot 2A) dated February 24, 2021 recorded among the Land Records as Instrument Number 20210226-0023465 (collectively, the “Deed of Trust”), hereby consents to: (i) the execution and recordation of the foregoing Agreement; and (ii) the subordination of the Deed of Trust to the covenants, conditions, easements and restrictions set forth in the Agreement.

The Mortgagee certifies and confirms that it is the current holders of the promissory note secured by the Deed of Trust and that it has not pledged, assigned or endorsed said note to any other party.

IN WITNESS WHEREOF, the undersigned Mortgagee has caused this Consent to be executed pursuant to due and proper authority as of the date first set forth above.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

DREAM FINDERS HOMES, LLC

By: _____ (SEAL)

Name: _____

Title: _____

COMMONWEALTH OF VIRGINIA
COUNTY OF _____, to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that _____, as _____ of DREAM FINDERS HOMES, LLC, whose name is signed to the foregoing Consent, appeared before me and personally acknowledged the same in my jurisdiction aforesaid, on behalf of the company.

GIVEN under my hand and seal this _____ day of _____, 2021.

My commission expires:

Notary Public

Notary Registration No.: _____

**CONSENT AND SUBORDINATION OF
MORTGAGEE
TO AGREEMENT**

THIS CONSENT AND SUBORDINATION OF MORTGAGEE TO AGREEMENT (“Consent”) is made as of _____, 2021, by **WIN-WIN NFD WAXPOOL CROSSING, LLC**, a Maryland limited liability company, hereinafter referred to as “Mortgagee”; **VTRA, LLC, TRUSTEE**, hereinafter collectively referred to as “Trustee”.

WITNESSETH THAT

The undersigned Mortgagee as beneficiary under that certain Indemnity Deed of Trust, Security Agreement and Fixture Filing dated February 24, 2021 recorded among the Land Records as Instrument Number 20210225-0023168 and Purchase Money Deed of Trust, Security Agreement and Fixture Filing dated February 24, 2021 recorded among the Land Records as Instrument Number 20210226-0023466 (collectively, the “Deed of Trust”), and hereby consents to: (i) the execution and recordation of the foregoing Agreement; and (ii) the subordination of the Deed of Trust to the covenants, conditions, easements and restrictions set forth in the Agreement, and for such purposes hereby directs the Trustee under the said Deed of Trust to join in the execution and delivery hereof.

The Mortgagee certifies and confirms that it is the current holder of the promissory note secured by the Deed of Trust and it has not pledged, assigned or endorsed said note to any other party.

IN WITNESS WHEREOF, the undersigned Mortgagee and its Trustee have caused this Consent to be executed pursuant to due and proper authority as of the date first set forth above.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

VTRA, LLC, TRUSTEE

By: _____ (SEAL)

Name: _____

Title: _____

COMMONWEALTH OF VIRGINIA
COUNTY OF _____, to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that _____, as _____ of VTRA, LLC, TRUSTEE whose name is signed to the foregoing Consent, appeared before me and personally acknowledged the same in my jurisdiction aforesaid, on behalf of the company.

GIVEN under my hand and seal this _____ day of _____, 2021.

My commission expires:

Notary Public

Notary Registration No.: _____

WIN-WIN NFD WAXPOOL CROSSING, LLC

By: _____(SEAL)

Name: _____

Title: _____

COMMONWEALTH OF VIRGINIA

COUNTY OF _____, to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that _____, as _____ of WIN-WIN NFD WAXPOOL CROSSING, LLC whose name is signed to the foregoing Consent, appeared before me and personally acknowledged the same in my jurisdiction aforesaid, on behalf of the company.

GIVEN under my hand and seal this _____ day of _____, 2021.

My commission expires:

Notary Public

Notary Registration No.: _____

**CONSENT AND SUBORDINATION OF
MORTGAGEE
TO AGREEMENT**

THIS CONSENT AND SUBORDINATION OF MORTGAGEE TO AGREEMENT (“Consent”) is made as of _____, 2021, by **SANDY SPRING BANK**, a Maryland corporation, hereinafter referred to as “Mortgagee”; **VIRGINIA TITLE HOLDING CORPORATION, TRUSTEE**, hereinafter collectively referred to as “Trustee”.

WITNESSETH THAT

The undersigned Mortgagee as beneficiary under a certain Credit Line Deed of Trust and Security Agreement dated February 24, 2021 (the “Deed of Trust”), and recorded among the Land Records as Instrument Number 20210226-0023464 hereby consents to: (i) the execution and recordation of the foregoing Agreement; and (ii) the subordination of the Deed of Trust to the covenants, conditions, easements and restrictions set forth in the Agreement, and for such purposes hereby directs the Trustee under the said Deed of Trust to join in the execution and delivery hereof.

The Mortgagee certifies and confirms that it is the current holder of the promissory note secured by the Deed of Trust and it has not pledged, assigned or endorsed said note to any other party.

IN WITNESS WHEREOF, the undersigned Mortgagee and its Trustee have caused this Consent to be executed pursuant to due and proper authority as of the date first set forth above.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

VIRGINIA TITLE HOLDING CORPORATION,
TRUSTEE

By: _____ (SEAL)

Name: _____

Title: _____

COMMONWEALTH OF VIRGINIA
COUNTY OF _____, to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that _____, as _____ of VIRGINIA TITLE HOLDING CORPORATION, TRUSTEE whose name is signed to the foregoing Consent, appeared before me and personally acknowledged the same in my jurisdiction aforesaid, on behalf of the corporation.

GIVEN under my hand and seal this _____ day of _____, 2021.

My commission expires:

Notary Public

Notary Registration No.: _____

SANDY SPRING BANK

By: _____(SEAL)

Name: _____

Title: _____

COMMONWEALTH OF VIRGINIA
COUNTY OF _____, to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that _____, as _____ of SANDY SPRING BANK whose name is signed to the foregoing Consent, appeared before me and personally acknowledged the same in my jurisdiction aforesaid, on behalf of the bank.

GIVEN under my hand and seal this _____ day of _____, 2021.

My commission expires:

Notary Public

Notary Registration No.: _____

EXHIBIT D
Lot Finishing Requirements

45658685_8

**Northfield - Waxpool Crossing
Builder/Developer Responsibilities Checklist**

Exhibit D

Condo Flats Projects

Task	Responsible		Note
	Builder	Developer	
Soils Testing			
Pad certification for fill lots		X	
Footing Inspections	X		
Testing for On-Lot sidewalks and aprons	X		Leadwalks for condo buildings
Testing for Off-Lot sidewalks and aprons (Alleyway and Access Road)		X	All non leadwalks for condo buildings
Engineering			
Final Site Plan		X	
Final Site Plan Amendments requested by Builder	X		
Lot Grading Plans		X	
Resites	X		
Lot Fit Matrix	X		
Master HOA Association		X	
Condo Associations Registration & Phasing Exhibits	X		
Surveying			
House/Building stakeout	X		
House/Building location surveys	X		
Lot corners	X		
Final common area & boundary corners		X	
Wall checks	X		
Horizontal & Vertical Control for House construction	X		If Developer surveyor is not used
Telephone, Gas, Power, Cable control stakeout		X	Bulk feed only
Stakeout yard grades for final grading	X		
Retaining walls (Off-Lot)		X	
Retaining walls (On-Lot or connected to buildings)			
If shown on site plan	X		
If not shown on site plan and <= 2vf	X		
If not shown on site plan and > 2vf		X	Developer if left off in error
If attached to house/building	X		
Building pad check		X	One Time at lot takedown
Temp. prop. Corners for utility installations for backbone installation		X	
Condo plats and as-builts	X		
Land Condo for Phasing of building take downs		X	
Bond and Escrows			
VA/FHA bonding	X		
County Bonds, Wetlands Permits, VDOT Permits		X	
Individual lot conservation escrow	X		
House/building completion escrow	X		
Permits			
Retaining Walls per approved siteplans (Off Lot)		X	
Retaining Walls per approved siteplans (On lot or attached to buildings)	X		
Proffers			
Cash proffers paid at Building Permit application or at Occupancy Permit Application	X		Reimbursable to Developer per Agreement if applicable
Cash proffers - all others		X	
Noise attenuation requirements on houses/buildings	X		
Noise attenuation fences/walls Off Lot		X	
Review Fees			
House/building resites	X		
Final Site Plan & Record/Easement Plats		X	Unless changes per builder request
Site Plan Amendments	X		If Requested by Builder
Inspection Fees			
House/building/unit re-inspection fees	X		
VA/FHA Inspections & Fees	X		
Clearing/Demolition			
Clearing per approved site plans		X	
Additional clearing due to house/building resite not in composite compliance	X		
Demolition of existing houses/structures		X	
Clearing Drainfields		X	
Erosion Control			
Before house/building construction begins			
Overall site controls installation per site plan		X	
Maint. of silt controls		X	
Maint. and cleanout of sediment ponds		X	
After house/building construction begins			
Overall site controls installation per site plan	X	X	Builder only responsible for damages caused by their own construction activity
Maint. of perimeter silt controls	X	X	Builder only responsible for damages caused by their own construction activity
Maint. of silt controls in vicinity of house/building construction	X		
Maint. and cleanout of sediment ponds	X	X	Builder only responsible for damages caused by their own construction activity
Installation of individual lot/building erosion controls	X		
Maint. of individual lot erosion controls	X		
Removal of individual lot/building erosion controls	X		
Installation of individual lot/building construction entrance	X		
Maint. of individual lot/building construction entrance	X		
Removal of individual lot/building construction entrance	X		
Removal of overall site perimeter controls on lot	X		
Removal of overall site perimeter controls off lot		X	

Builder/Developer Responsibilities Checklist

Task	Responsible		Note
	Builder	Developer	
Earthwork			
Grading of lots/pads prior to Construction start		X	Per IGF Provided by Builder
Basement excavation	X		
Basement backfill	X		
Blasting of rock		X	Builder responsible after any certifications or if resite is cause
Blasting for houses/buildings altered from site plan	X		
Undercut unsuitable materials on fill pads		X	Builder responsible after lot takedown
Undercut unsuitable materials on cut pads (modify bkfl/footing reqmts)		X	Builder responsible after lot takedown
Undercut unsuitable materials if house not built on pad	X		
Undercut unsuitable materials if new options addec to house/building	X		
Rough grading after start of house	X		
Supplying dirt shortage on lots	X		
Removal of excess dirt from lots	X		
Dirt balance for lots altered by resites	X		
Obtain Pad Certification for Fill Pads		X	
Cutout and backfill aprons, on-lot sidewalk, driveways	X		
Fine Grading			
SFD, TH - lots and up to 10ft outside perimeter lot lines	X		Outside of lot lines if required by conditions
Condos - Within Phase Line	X		
Condos - Outside of Phase Line		X	
Common areas		X	
Retaining walls (Off-Lot)		X	
Retaining walls (On-Lot or Attached to building)			
If shown on site plan	X		
If not shown on site plan and <= 2vf	X		
If not shown on site plan and > 2vf		X	Developer Responsible if in error by engineer
If attached to house/building	X		
Sanitary Sewer			
Lateral installation to lot or 10' of building		X	As shown on site plan
Lateral construction to house/building	X		From termination shown on site plan
Lateral risers to within 4vf of yard grade		X	
Lateral markers		X	
Plumbing permits	X		
Sewer tap fees paid at building permit or RUP	X		
Pre-paid sewer tap fees or pro-rata fees		X	To be reimbursed by Builder
Blasting for laterals to house/building		X	Laterals blasted from end to closest corner of pad
Ejector pumps	X		
Grinder pumps	X		Located in the yards
Septic Fields			
Initial Health Department Approval with Site Plan		X	
Approvals, Permits, Field installation, Tank, Piping	X		
Lateral piping from House to Tank	X		
Storm Sewer			
Roof drain collection system to within 10ft of face of building		X	
Roof drain extensions to collection system and manifolds within 10' of bldg face	X		
LID/Bio-retention areas/Rain Gardens in common areas or on lot		X	
Storm Sewers and Off Lot SWM Facilities		X	
Watermain			
Firelines		X	from Main to Utility Room & stubbed up w/Spool Piece
Waterlines and FH's		X	
Water services up too & crock installation		X	As shown on site plan
Water services from crock to house/building & meter installation	X		
Water tap fees paid at building permit or RUP	X		
Pre-paid water tap fees of pro-rata fees		X	To be reimbursed by Builder
Adjustment of water crock	X		After purchase/acceptance of pad by builder
Repair of water meter assembly	X		After purchase/acceptance of pad by builder
Replace stolen or cracked liis	X		After purchase/acceptance of pad by builder
Wells - permit & drilling			
Permit & drilling	N/A		
Pumps, equipment, piping	N/A		
Utilities			
Preparations of load letters		X	Builder to provide information as needed
Load letter to utility companies		X	
Coordination of bulk feeds to projects		X	
Coordination of easements throughout project		X	
Coordinate main line installation through subdivision		X	
SFD,TH - main line through subdivision		X	
Condos - main line to transformers/pedestals near buildings		X	
Individual Services/conduit system installation			
SFD, front load TH	X		
Rear load TH, 2o2 Condos - to 10ft from face of building		X	
Rear load TH, 2o2 Condos - from 10ft to face of building	X		
Condo flats - from transformers/pedestals near building	X		Builder and Developer to Coordinate
Concuit installation in street		X	
Blasting/hoe ram for utilities		X	
Coordination of unit connections	X		
Scheduling of unit connections	X		
Unit connection fees	X		
Establishing correct grade for transformers		X	

Builder/Developer Responsibilities Checklist

Task	Responsible		Note
	Builder	Developer	
Concrete Work			
SFD, TH, 2/2			
Concrete Lead Walks	X		Including stone and underdrains if necessary
Concrete Sidewalks along streets adjacent to lots & on lots	X	X	Including stone and underdrains if necessary
Concrete Sidewalks off lots		X	
Handicap Ramps/CG-12s		X	
Condos			
Concrete Lead Walks	X		Including stone and underdrains if necessary
Concrete Sidewalks along streets within 10ft of face of building	X		Including stone and underdrains if necessary
Concrete Sidewalks along streets more than 10 ft from face of building		X	Including stone and underdrains if necessary
CG-12 handicap ramps		X	
Concrete Sidewalks in common areas		X	Including stone and underdrains if necessary
Driveway Aprons			
Concrete aprons	X		Including stone and underdrains if necessary
Pipestem and Pond Access Aprons		X	
Replacing curb cut due to house/building resite	X		
Replacing curb: due to incorrect location		X	
Subwalls and Dropped footings	X		Standard footings required by builder
Paving			
Streets and Alleys		X	Including Final Topping
Pipestems	X		Including Final Topping
Pond Access Roads		X	Including Final Topping
Trails		X	
Asphalt Driveway Aprons with Culvert for Ditchline streets	X		
SFD, Front Load TH			
Driveways (asphalt, pavers or concrete)	X		
Extra stone in driveways	X		
Driveway topping	X		
Rear Load TH, 2over2s			
Driveways (asphalt, pavers or concrete)	X		
Extra Stone in driveways	X		
Driveway topping - w/curb in alley	X		
Driveway topping - w/no curb in alley	X		
Condo flats			
Driveways (asphalt, pavers or concrete) intended for sole use of Condo Access	X		
Signage and Striping (including temp signs)			
Parking space striping		X	
Fire lane curb painting		X	
Fire lane signs		X	
Street name signs		X	
Stop signs		X	
Pipestem signs		X	
SWM signs		X	
Fire Marshal inspections and fees for Firelanes		X	
Mailboxes			
Common mailbox pads	X		
Common mailbox installation	X		
Individual mailboxes	X		
Streetlights			
Individual post lamps (on lot)	X		If required
Streetlights and common area lighting		X	
Seeding/Sodding, Landscaping & Irrigation			
Temp. seeding prior to unit construction		X	
SFD, TH			
On-lot seeding/sodding	N/A		
On-lot landscaping package	N/A		
Seeding/sodding between curb and sidewalk in front of lots	N/A		
On-lot or in front of lot street trees	N/A		
On-lot buffer plantings	N/A		
Common area seeding/sodding, landscaping, street trees, buffer areas	N/A		
Condos			
All seeding/sodding, landscaping, street trees beyond 10ft of face of building		X	
All landscaping within 10ft of face of building	X		
2over2s - all seeding/sodding, landscaping along driveways to alley	X		
Landscaping installed with buildings	X		
Irrigation			
Common areas		X	
Models	X		
SFD, TH	N/A		
Condos	X		Not required

Builder/Developer Responsibilities Checklist

Task	Responsible		Note
	Builder	Developer	
Fencing			
Tree protection fencing per site plan		X	
Perimeter fencing		X	
Yard fencing	X		
Stoop and Areaway handrails	X		
Leadwalk railing			
SFD, TH	N/A		
Condos	X		
Mowing and Maintenance			
Grass mowing common area (until turn over to HOA)		X	Must be kept free and Clear of Material
Grass mowing lots not transferred to builder		X	Must be kept free and Clear of Material
Grass mowing finished spec houses/buildings	X		
Construction debris cleanup	X		
Street cleaning prior to start of construction activities		X	
Street cleaning after start of construction activities	X		Unless caused by developer or other builders
Street cleaning for dirt hauling (to/from lots as part of start)	X		Unless caused by developer or other builders
Street cleaning for dirt hauling (as part of site development work)		X	
Snow removal for neighborhood streets after closings on affected streets (Prior to HOA or Public Turnover)		X	
Snow removal for Models & Specs	X		
Snow removal on lot and for construction access prior to closings	X		
Site Amenities			
Entry features		X	
Rec facilities (clubhouse/pool, tot lots, trails, benches, gazebos, etc.)		X	
Warranty Work & Bond Release/Repair			
On-lot drainage problems	X		
Common area drainage problems		X	
Sewer lateral or water lateral repairs	X		on builder's side of the connection
On-lot grass repairs	X		
Production installed landscaping and seeding/sodding for homes	X		
Developer installed landscaping and seeding/sodding		X	Unless Damaged by Builder
Stoops and leadwalk repairs	X		
Sidewalk, aprons, curb repairs	X	X	Party responsible for breaking or developer use builder damage deposit
Street and Alley asphalt repairs		X	Unless Damaged by Builder
Driveway repairs	X		
Project bond release process		X	
Site Bond Release issues related to Condo buildings	X	X	
Individual lot escrow releases (recorded against deposits by accounting)	X		

PARID: 088471916000

WAXPOOL CROSSING II INC

21663 ROMANS DR

Owner

Name	WAXPOOL CROSSING II INC
Care Of	
Mailing Address	5101 WISCONSIN AVE NW STE 290
.	
.	WASHINGTON DC 20016-4136
Instrument Number	202102260023462
Book	
Page	

Parcel

Primary Address	21663 ROMANS DR
Tax Map #	79//62/////2/
State Use Class	Commercial/Indust
Total Land Area (Acreage)	8.25
Total Land Area (SQFT)	
Election District	ASHBURN DISTRICT
Billing District	Ashburn District
Billing Split Notes 1	
Billing Split Notes 2	
Special Ad Valorem Tax District	None
Special Project District	
Living Units	
Structure Occupancy	VACANT LAND
Garage/PrkgSp Community	NO
Subdivision	NETWAY CENTER ASHBURN
Affordable Dwelling Unit (Y/N)	NO: PROPERTY IS NOT ADU.
Ag District	
Ag District Starting Date	
Ag District End Date	
Deactivation Status	
Solar Exemption?	NO

Legal Description

Legal Description	NETWAY CENTER AT ASHBURN LOT 2A
.	202102190020362/3P BLA
.	201102010007599P BLA, 200903310019187 (4)

General Information

Loudoun County is providing public record information as a public service in accordance with Virginia Code Title 58.1-3122.2 (1998). The Loudoun County Commissioner of the Revenue provides annual valuations and maintenance of fair market values for equitable assessments on all types of real property.

The property information made available on this site includes ownership and deed information, legal description, sales information, assessment values and house characteristics and can be searched by Parcel ID Number, Address and Tax Map Number. The site is updated weekly. Parcels are linked to the Loudoun County GIS, with map overlays displaying boundary and environmental information such as topography, soils, flood plain and major roads.

Condominium garage units or assigned parking spaces associated with condominiums may have separate parcel identification numbers - and may be assessed separately.

Tax History / Payment

PARID: 088471916000

WAXPOOL CROSSING II INC

21663 ROMANS DR

2021 Values

Fair Market Land	\$736,200
Fair Market Building	\$0
Prorated Bldg	\$0
Effective Date	
Fair Market Total	\$736,200
Land Use Value	\$0
Total Taxable Value	\$623,250
*Deferred Land Use Value	\$0
Tax Exempt Code	TAXABLE
Tax Exempt Land	\$0
Tax Exempt Building	\$0
Tax Exempt Total	\$0
Revitalized Real Estate	
Solar Exemption	

2020 Values

Process Type	FM Land	FM Building	Effective Date	Supp/(Exon)	FM Total	LU Deferred	Taxable Value
Landbook	\$736,200				\$736,200		
Notice	\$736,200				\$736,200		

2019 Values

Process Type	FM Land	FM Building	Effective Date	Supp/(Exon)	FM Total	LU Deferred	Taxable Value
Notice	\$736,200				\$736,200		
Landbook	\$736,200				\$736,200		

2018 Values

Process Type	FM Land	FM Building	Effective Date	Supp/(Exon)	FM Total	LU Deferred	Taxable Value
Notice	\$662,500				\$662,500		
Landbook	\$662,500				\$662,500		

2017 Values

Process Type	FM Land	FM Building	Effective Date	Supp/(Exon)	FM Total	LU Deferred	Taxable Value
Notice	\$662,500				\$662,500		
Landbook	\$662,500				\$662,500		

2016 Values

Process Type	FM Land	FM Building	Effective Date	Supp/(Exon)	FM Total	LU Deferred	Taxable Value
Notice	\$662,500				\$662,500		
Landbook	\$662,500				\$662,500		

2015 Values

Process Type	FM Land	FM Building	Effective Date	Supp/(Exon)	FM Total	LU Deferred	Taxable Value
Landbook	\$662,500				\$662,500		\$662,500
Notice	\$662,500				\$662,500		\$662,500
Supp/(Exon)							

2014 Values

Process Type	FM Land	FM Building	Effective Date	Supp/(Exon)	FM Total	LU Deferred	Taxable Value
Notice	\$625,700				\$625,700		\$625,700
Landbook	\$625,700				\$625,700		\$625,700

2013 Values

Process Type	FM Land	FM Building	Effective Date	Supp/(Exon)	FM Total	LU Deferred	Taxable Value
Notice	\$625,700				\$625,700		\$625,700
Landbook	\$625,700				\$625,700		\$625,700

2012 Values

Process Type	FM Land	FM Building	Effective Date	Supp/(Exon)	FM Total	LU Deferred	Taxable Value
Notice	\$625,700				\$625,700		\$625,700
Landbook	\$625,700				\$625,700		\$625,700

2011 Values

Process Type	FM Land	FM Building	Effective Date	Supp/(Exon)	FM Total	LU Deferred	Taxable Value
Notice	\$2,736,200				\$2,736,200		\$2,736,200
Landbook	\$2,736,200				\$2,736,200		\$2,736,200

2010 Values

Process Type	FM Land	FM Building	Effective Date	Supp/(Exon)	FM Total	LU Deferred	Taxable Value
Notice	\$2,977,600				\$2,977,600		\$2,977,600
Landbook	\$2,977,600				\$2,977,600		\$2,977,600

2009 Values

Process Type	FM Land	FM Building	Effective Date	Supp/(Exon)	FM Total	LU Deferred	Taxable Value
Notice	\$3,219,100				\$3,219,100		\$3,219,100
Landbook	\$3,219,100				\$3,219,100		\$3,219,100
Supp/(Exon)			01/01/2009	-\$619,100			\$2,600,000

2008 Values

Process Type	FM Land	FM Building	Effective Date	Supp/(Exon)	FM Total	LU Deferred	Taxable Value
Notice	\$3,219,100				\$3,219,100		\$3,219,100
Landbook	\$3,219,100				\$3,219,100		\$3,219,100

Note

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

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

x 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.

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

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

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

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

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

Signed: [Signature]

Date: 10/21/21

Printed Name: Stacey Smith

Resnet Provider Agency
Viridian

RESNET Rater
[Signature]

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

PHA or Section 8 Notification Letter

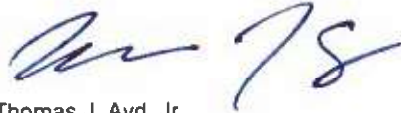
Waxpool Apartments will be built within the Waxpool Crossing Master Development, currently under development by Northfield Development. Tenants of Waxpool Apartments will be able to enjoy the site amenities of the master development, including a nature trail, bus stops, playground, athletic courts, and outdoor recreation areas.

We appreciate your assistance with identifying qualified tenants.

If you have any questions about the proposed development, please call me at (443)615-7121.

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

Sincerely yours,



Thomas J. Ayd, Jr.

Name

Manager, Waxpool Apartments MM, LLC

Title

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

Seen and Acknowledged By:  _____

Printed Name: Sarah Coyle Etro

Title: Executive Director

Phone: 703-777-0387

Date: 12-8-2021

Home Energy Rating Certificate

Projected Report

Rating Date:
Registry ID:
Ekotrope ID: 7dBxnxK2

HERS® Index Score:

54

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

Annual Savings

\$639

*Relative to an average U.S. home

Home:
21685 Romans Drive
Ashburn, VA 20147

Builder:

This home meets or exceeds the criteria of the following:

Rating Completed by:

Energy Rater: Katy Maher
RESNET ID: 2430236

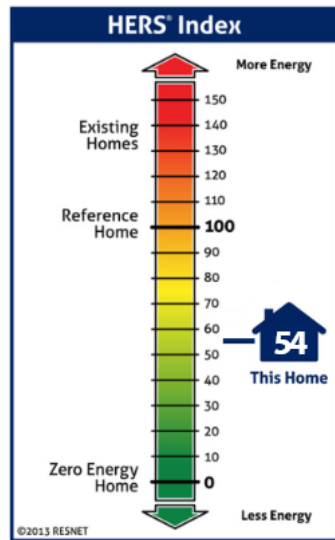
Rating Company: Viridiant
1431 W. Main Street, Richmond, VA 23220

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



Katy Maher

Katy Maher, Certified Energy Rater
Digitally signed: 10/22/21 at 10:13 AM



Home Feature Summary:

Home Type: Apartment, inside unit
Model: N/A
Community: N/A
Conditioned Floor Area: 836 ft²
Number of Bedrooms: 1
Primary Heating System: Air Source Heat Pump • Electric • 9 HSPF
Primary Cooling System: Air Source Heat Pump • Electric • 15 SEER
Primary Water Heating: Residential Water Heater • Electric • 0.93 UEF
House Tightness: 5 ACH50
Ventilation: 40 CFM • 24 Watts
Duct Leakage to Outside: 4 CFM25 / 100 ft²
Above Grade Walls: R-24
Ceiling: Adiabatic, R-13
Window Type: U-Value: 0.3, SHGC: 0.4
Foundation Walls: N/A

Waxpool Apartments 2021 LIHTC Pre-Review Comments

Project Address

21685 Romans Drive
Ashburn, VA 20147

Project Summary

Waxpool Apartments is a new construction low-rise multifamily development, comprised of 52 units located in Ashburn, VA. The partnership of Green Street Housing and Good Works plan to construct the project utilizing 4% LIHTC and Tax Exempt Bond Financing. As part of their funding application the project is seeking Silver level certification under NGBS, certification under Energy Star Multifamily New Construction and the Zero Energy Ready Homes Program. Fred LeGates of Poole & Poole Architecture is the primary architect contact for the project.

Unit-Level Energy Modeling

Unit-level models were generated using Ekotrope v4.0.1 based on the proposed scope and plans provided by the project team dated September 29th, 2021. With the current scope of work, the worst case units in the development are obtaining a projected HERS index of 55 and meeting all program requirements. The following outlines the scope as it is currently modeled.

Enclosure:

- R-10 Grade II slab edge insulation
- R-10 continuous insulation below podium concrete deck
- R-20 Grade I cavity insulation + R-3 continuous insulated sheathing in exterior above grade walls and rim & band
- R-13 Grade II cavity insulation in party walls and adiabatic ceilings/floors
- R-30 continuous roof deck
- 0.32 U-Value for opaque doors
- .30 U-Value/0.40 SHGC windows & glass doors

Mechanicals:

- SEER 15 9 HSPF Heat Pump, programmable thermostat
- 0.93 UEF storage electric water heaters, 40 gallon
- 5 ACH₅₀ for infiltration threshold/blower door test
- 4% duct leakage to the outside, 8% total duct leakage
- All ducts within conditioned space and insulated to R-6
- ERV providing fresh air

Lights & Appliances:

- ES rated kitchen appliances
 - 610 kWh/yr refrigerator



- 270 kWh/yr dishwasher
- Advanced lighting 80% LED, 20% CFL

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

Sincerely,

A handwritten signature in black ink that reads "Katy Maher".

Katy Maher
Project Manager, Viridiant



viridiant

Project Name: Waxpool Apartments
Construction Type: New Construction
Energy Efficiency Path: Energy Star

Unit Type	Quantity	HERS
1BR Bottom/Middle	19	54
1BR Top	7	54
2BR Bottom/Middle	19	55
2BR Top	7	55
Projected Project HERS - Weighted Average		55

Home Energy Rating Certificate

Projected Report

Rating Date:
Registry ID:
Ekotrope ID: YdxaOaZv

HERS® Index Score:

54

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

Annual Savings

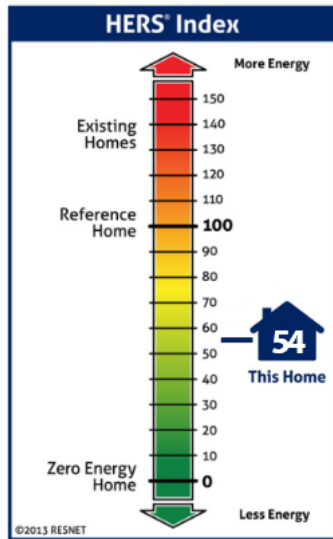
\$667

*Relative to an average U.S. home

Home:
21685 Romans Drive
Ashburn, VA 20147

Builder:

This home meets or exceeds the criteria of the following:



Home Feature Summary:

Home Type: Apartment, inside unit
Model: N/A
Community: N/A
Conditioned Floor Area: 836 ft²
Number of Bedrooms: 1
Primary Heating System: Air Source Heat Pump • Electric • 9 HSPF
Primary Cooling System: Air Source Heat Pump • Electric • 15 SEER
Primary Water Heating: Residential Water Heater • Electric • 0.93 UEF
House Tightness: 5 ACH50
Ventilation: 40 CFM • 24 Watts
Duct Leakage to Outside: 4 CFM25 / 100 ft²
Above Grade Walls: R-24
Ceiling: Vaulted Roof, R-28
Window Type: U-Value: 0.3, SHGC: 0.4
Foundation Walls: N/A

Rating Completed by:

Energy Rater: Katy Maher
RESNET ID: 2430236

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

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



Katy Maher

Katy Maher, Certified Energy Rater
Digitally signed: 10/22/21 at 10:12 AM

Home Energy Rating Certificate

Projected Report

Rating Date:
Registry ID:
Ekotrope ID: Avj4zqZL

HERS® Index Score:

55

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

Annual Savings

\$841

*Relative to an average U.S. home

Home:
21685 Romans Drive
Ashburn, VA 20147

Builder:

This home meets or exceeds the criteria of the following:

Rating Completed by:

Energy Rater: Katy Maher
RESNET ID: 2430236

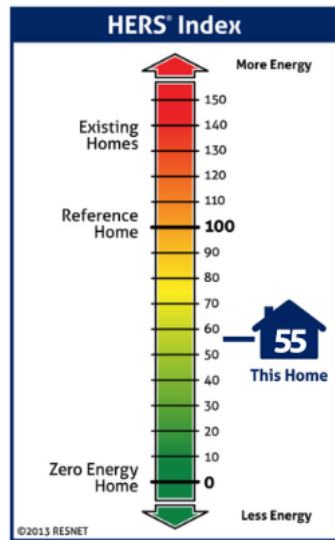
Rating Company: Viridiant
1431 W. Main Street, Richmond, VA 23220

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



Katy Maher

Katy Maher, Certified Energy Rater
Digitally signed: 10/22/21 at 10:12 AM



Home Feature Summary:

Home Type: Apartment, end unit
Model: N/A
Community: N/A
Conditioned Floor Area: 1,067 ft²
Number of Bedrooms: 2
Primary Heating System: Air Source Heat Pump • Electric • 9 HSPF
Primary Cooling System: Air Source Heat Pump • Electric • 15 SEER
Primary Water Heating: Residential Water Heater • Electric • 0.93 UEF
House Tightness: 5 ACH50
Ventilation: 40 CFM • 24 Watts
Duct Leakage to Outside: 4 CFM25 / 100 ft²
Above Grade Walls: R-24
Ceiling: Adiabatic, R-13
Window Type: U-Value: 0.3, SHGC: 0.4
Foundation Walls: N/A

Home Energy Rating Certificate

Projected Report

Rating Date:
Registry ID:
Ekotrope ID: yL091jJd

HERS® Index Score:

55

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

Annual Savings

\$885

*Relative to an average U.S. home

Home:
21685 Romans Drive
Ashburn, VA 20147

Builder:

This home meets or exceeds the criteria of the following:

Rating Completed by:

Energy Rater: Katy Maher
RESNET ID: 2430236

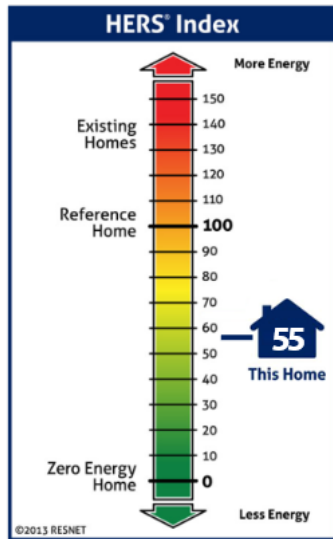
Rating Company: Viridiant
1431 W. Main Street, Richmond, VA 23220

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



Katy Maher

Katy Maher, Certified Energy Rater
Digitally signed: 10/22/21 at 10:12 AM



Home Feature Summary:

Home Type:	Apartment, end unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	1,067 ft ²
Number of Bedrooms:	2
Primary Heating System:	Air Source Heat Pump • Electric • 9 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 15 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	5 ACH50
Ventilation:	40 CFM • 24 Watts
Duct Leakage to Outside:	4 CFM25 / 100 ft ²
Above Grade Walls:	R-24
Ceiling:	Vaulted Roof, R-28
Window Type:	U-Value: 0.3, SHGC: 0.4
Foundation Walls:	N/A

G

Zoning Certification Letter
(MANDATORY)



Zoning Certification

DATE: December 6, 2021

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

RE: ZONING CERTIFICATION

Name of Development: Waxpool Apartments

Name of Owner/Applicant: Waxpool Apartments, LLC

Name of Seller/Current Owner: Waxpool Crossing II, Inc.

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:

Corner of Ashburn Village Boulevard and Waxpool Road
Ashburn, VA 20148

Legal Description:

Seller is the sole legal owner of all that certain lot, tract or parcel of real estate containing approximately 33,078 square feet (0.759 acres) of land located in Loudoun County, Virginia (the "County") and being a portion of the land known as PIN 088-47-1916 shown as the Waiver Lot on the draft subdivision plat entitled "Subdivision Waiver Plat on Lot 2A, Netway Center at Ashburn, Instrument 20210219-0020362, Ashburn Election District, Loudoun County, Virginia" dated September 16, 2021.

Proposed Improvements:

- New Construction: 52 # Units 1 # Buildings 79,500 Approx. Total Floor Area Sq. Ft.
- Adaptive Reuse: _____ # Units _____ # Buildings _____ Approx. Total Floor Area Sq. Ft.
- Rehabilitation: _____ # Units _____ # Buildings _____ Approx. Total Floor Area Sq. Ft.

Zoning Certification, cont'd

Current Zoning: R-24 ADU allowing a density of 20.47 units per acre, and the following other applicable conditions: administrative site plan approval and zoning permit issuance required prior to establishment of use.

Other Descriptive Information:

Density permitted pursuant to zoning map amendment (ZMAP)-2019-0020 Waxpool Crossing and the following other applicable conditions: ZMAP-2019-0020 Proffer Statement dated January 11, 2021, and minor special exception (SPMI)-2019-0021 Waxpool Crossing Conditions of Approval dated January 6, 2021.

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

Gregory Brush, P.E.

Printed Name

Senior Associate

Title of Local Official or Civil Engineer

703-361-1550

Phone:

December 7, 2021

Date:

NOTES TO LOCALITY:

1. Return this certification to the developer for inclusion in the tax credit application package.
2. Any change in this form may result in disqualification of the application.
3. If you have any questions, please call the Tax Credit Allocation Department at (804) 343-5518.



H

Attorney's Opinion
(MANDATORY)

WILLIAMS MULLEN

Direct Dial: 804.420.6915
adomson@williamsmullen.com

December 17, 2021

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

RE: 2021 Tax Credit Reservation Request

Name of Development: Waxpool Apartments
Name of Owner: Waxpool Apartments, 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 December 17, 2021 (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 the 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 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.
4. The site of the captioned Development is controlled by the Owner, as identified in the Site Control section of the Application.

WILLIAMS MULLEN

December 17, 2021
Page 2

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 the placement in service of each building of the Development, 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.

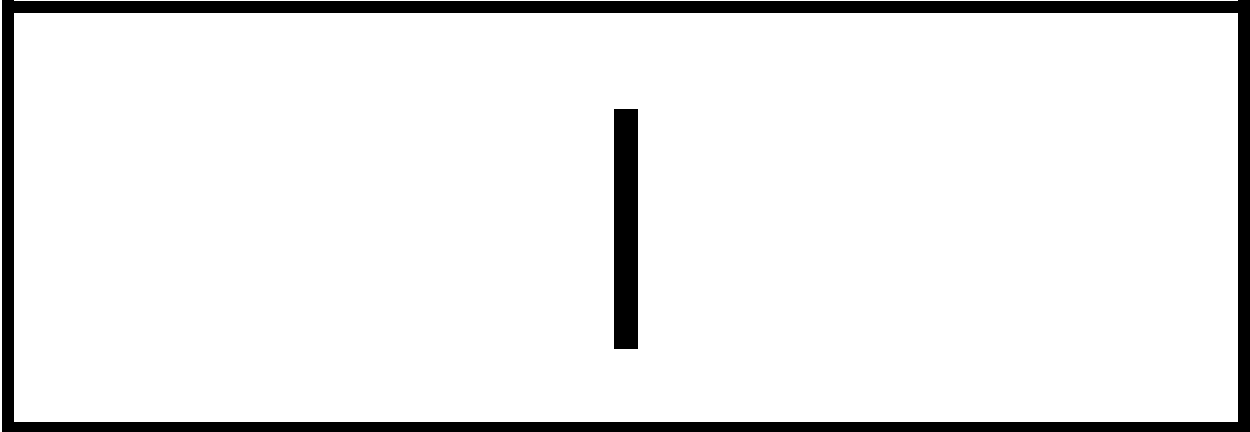
WILLIAMS MULLEN, A Professional Corporation



By: _____

Allison T. Domson

Its: Shareholder



Nonprofit Questionnaire

(MANDATORY for points or pool)

This deal does not require
information behind this tab.

J

Relocation Plan
Including Unit
Delivery Schedule
(MANDATORY, if tenants are displaced)

This deal does not require
information behind this tab.

K

Documentation of
Development Location

This deal does not require
information behind this tab.

K.1

Revitalization Area
Certification



Revitalization Area

General Instructions

Revitalization areas are defined in Virginia Code §36-55.30:2.A.

Designation

To qualify for revitalization area points, select one of the following (and provide adequate documentation):

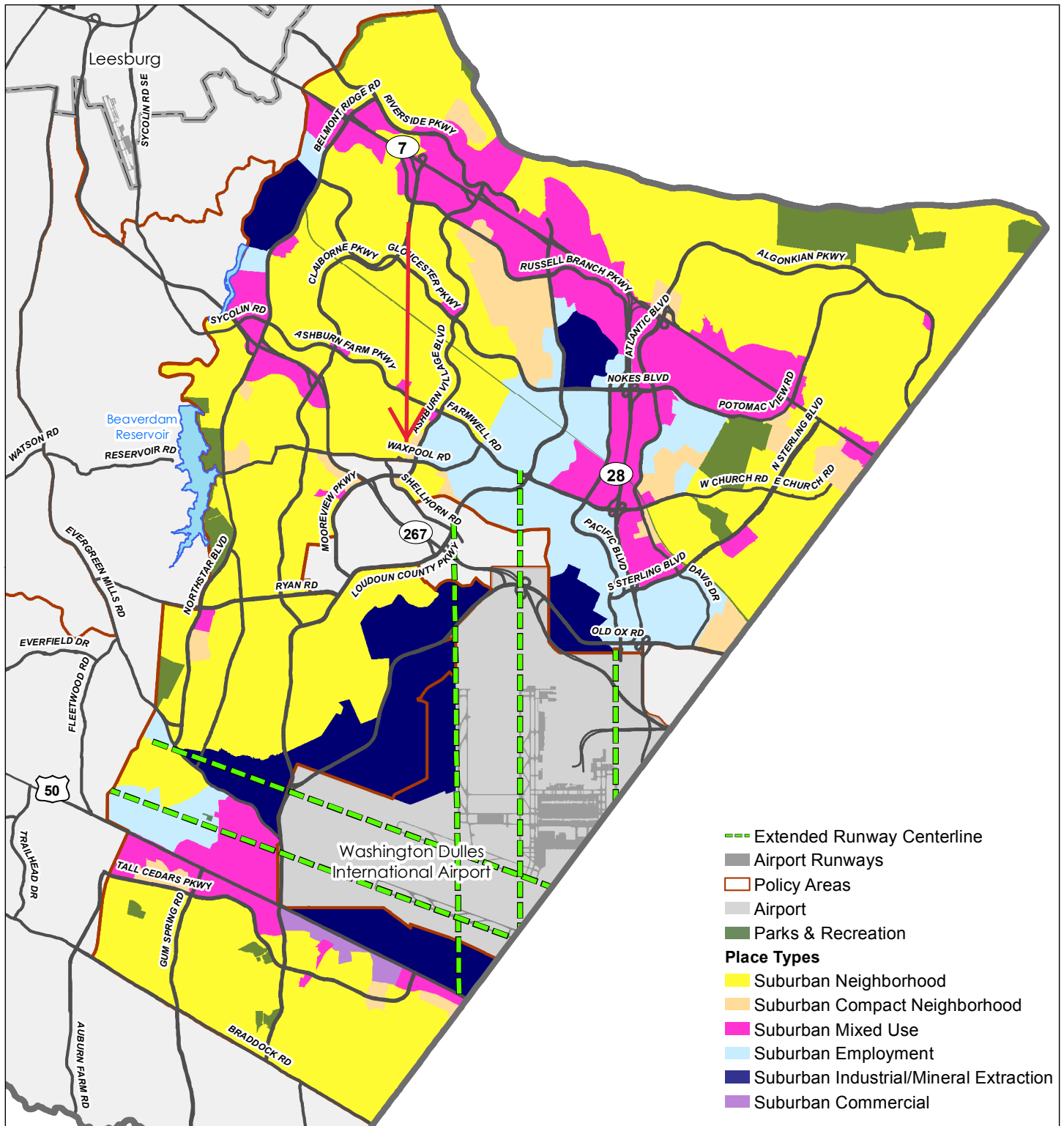
1. The development is located in a Qualified Census Tract, as defined by HUD. (10 points)
2. The development is located in a census tract wherein 70% or more of the families have incomes which are \leq 80% statewide median income. **NOTE:** These census tracts are included in the definition of target area for single-family purposes, but do not include ACEDS. (10 points)
3. The development is located in an already established redevelopment area, conservation area or rehabilitation district created by a city or county, pursuant to §36-1 et seq. Documentation must show area boundaries and support that the development lies within those boundaries. (10 points)
4. The development is located in a Housing Rehabilitation Zone established through an ordinance created by a city, county or town pursuant to §36-55.64. Documentation must include a copy of the ordinance with support that the development lies within the Rehabilitation Zone. (15 points)
5. The development is located in a defined revitalization area. Documentation must include a resolution from the locality supporting the development's location within the revitalization area. See language below. (15 points)

*The above-referenced development is located in a Revitalization Area in the Town/City/County of _____, Virginia. The revitalization area is (i) **either** (1) blighted, deteriorated, deteriorating or, if not rehabilitated, likely to deteriorate by reason that the buildings, improvements or other facilities in such area are subject to one or more of the following conditions- dilapidation, obsolescence, overcrowding, inadequate ventilation, light or sanitation, excessive land coverage, deleterious land use, or faulty or otherwise inadequate design, quality or condition, **or** (2) the industrial, commercial or other economic development of such area will benefit the city or county but such area lacks the housing needed to induce manufacturing, industrial, commercial, governmental, educational, entertainment, community development, healthcare or nonprofit enterprises or undertakings to locate or remain in such area; **and** (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.*

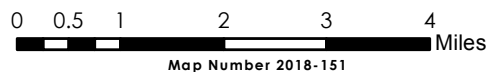
Delete the language that does not apply, (i)(1) or (i)(2) above.

6. The development is located in a Qualified Opportunity Zone and has a binding commitment of funding. Documentation must include a firm commitment of funding from a Qualified Opportunity Fund (QOF). Evidence of the self-certification to become a QOF must be provided with the commitment for funding. (15 points)

Loudoun County
Suburban Policy Area
Place Types
 2019 General Plan



Loudoun County IS NOT LIABLE for any use of or reliance upon this map or any information contained herein. While reasonable efforts have been made to obtain accurate data, the County makes no warranty, expressed or implied, as to its accuracy, completeness, or fitness for use of any purpose.



**BOARD OF SUPERVISORS
BUSINESS MEETING
ACTION ITEM**

SUBJECT: Resolution Designating Revitalization Area to Support Applications for Low Income Housing Tax Credits

ELECTION DISTRICT(S): Countywide

CRITICAL ACTION DATE: March 16, 2018

STAFF CONTACT(S): Glenda Blake, Department of Family Services
Sarah Coyle Etro, Department of Family Services
Leo Rogers, County Attorney's Office

PURPOSE: Designation of the Suburban Policy Area and the Leesburg Joint Land Management Area (JLMA) as a revitalization area by resolution to support Low Income Housing Tax Credit (LIHTC) applications in gaining additional points in the competition for tax credits.

RECOMMENDATION(S): Staff recommends adoption of the resolution designating the Suburban Policy Area and the Leesburg JLMA as a revitalization area to support LIHTC applications in the competitive tax credit allocation process.

BACKGROUND: The County can provide support for projects that are the subject of an application for Low Income Housing Tax Credit (LIHTC) allocations by adopting a resolution designating a revitalization area (Attachment 1). The revitalization designation can be based on a determination that the area lacks affordable housing to support the large number of workers and businesses within the designated geographic area of the County.

In the LIHTC competition, with application review based on a point system, an application can receive 10 points for its location in a designated revitalization area. These 10 points may make the difference in winning the LIHTC in the application process leading to the development of an affordable rental project. A resolution is required by Virginia Code Section 36-55.30:2 (Attachment 2) in order for the Board of Supervisors to designate a revitalization area.

The designation is proposed based on criteria included in Virginia Code Section 36-55.30:2 :

1. The commercial, industrial or other economic development of the revitalization area will benefit Loudoun County but the area lacks the affordable housing needed to induce manufacturing, industrial, commercial, governmental, educational, entertainments,

community development, healthcare or nonprofit enterprises or undertakings to locate or remain in the area.

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

The Board could designate the Suburban Policy Area and the Leesburg JLMA as a revitalization area (Attachment 1; Exhibit A). Properties within this area could be the subject of a LIHTC application and could benefit from the revitalization area designation. This area of the County is the location of the majority of the County's businesses and industry. Affordable housing in this area would house the workforce needed to support those businesses.

Information included in the "Primer on Housing in Loudoun County" presented at the Board of Supervisors' October 16, 2017, Housing Summit identifies that "almost 78,000 workers in Loudoun's workforce are in occupations that earn less than 40% of the Area Median Income (AMI) (2017 AMI is \$110,300; 40% AMI is \$44,120); that's 48.2% of Loudoun's workforce. Additionally, about 55% of the workforce does not earn annual pay greater than 65% AMI (\$71,695). The County works to attract, grow and retain targeted businesses of all sizes. A lack of reasonably-priced housing hinders businesses from attracting and retaining the talent they need, thereby hindering growth and deterring new businesses from moving in. When the workforce can't find or maintain housing expenses, they also explore new options, sometimes driving them away from the community." The Housing Needs Assessment identified an unmet housing need of 8400 rental apartments for households with incomes at 60% AMI and below.

LIHTC applications are required to be submitted to the Virginia Housing Development Authority (VHDA) by March 16, 2018. The Board's adoption of the resolution before the deadline will enable applicants seeking a LIHTC allocation in the upcoming allocation cycle to gain points in the application review competition.

ISSUES: Staff has identified no outstanding concerns relative to the adoption of this resolution.

FISCAL IMPACT: The possibility of gaining additional LIHTC rental units because of successful applications in the LIHTC competition should strengthen Loudoun's economy by housing the workforce supporting businesses and industry.

ALTERNATIVES: The Board could choose not to designate a Revitalization Area to support LIHTC applications or could choose to modify the proposed Revitalization Area boundaries.

DRAFT MOTIONS:

1. I move that the Board of Supervisors approve the resolution designating the Suburban Policy Area and the Leesburg Joint Land Management Area as a Revitalization Area to support Low Income Housing Tax Credit applications in the competitive tax credit allocation process (provided as Attachment 1 to the December 5, 2017, Board of Supervisors Business Meeting Action Item).

OR

2. I move an alternate motion.

ATTACHMENT(S):

1. Resolution designating a portion of Loudoun County, Virginia a Revitalization Area
2. Code of Virginia Section 36-55.30:2. Housing revitalization areas



Loudoun County, Virginia

www.loudoun.gov

Office of the County Administrator

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

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

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

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

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

Seconded by Supervisor Volpe.

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

A COPY TESTE:


DEPUTY CLERK TO THE LOUDOUN COUNTY
BOARD OF SUPERVISORS


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

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

NOW, THEREFORE, BE IT HEREBY DETERMINED as follows:

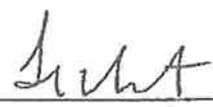
1. the commercial, industrial or other economic development of the Revitalization Area will benefit Loudoun County but the Revitalization Area lacks the affordable housing needed to induce manufacturing, industrial, commercial, governmental, educational, entertainments, community development, healthcare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

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



Phyllis Randall,
Chairman, Board of Supervisors

ATTEST:



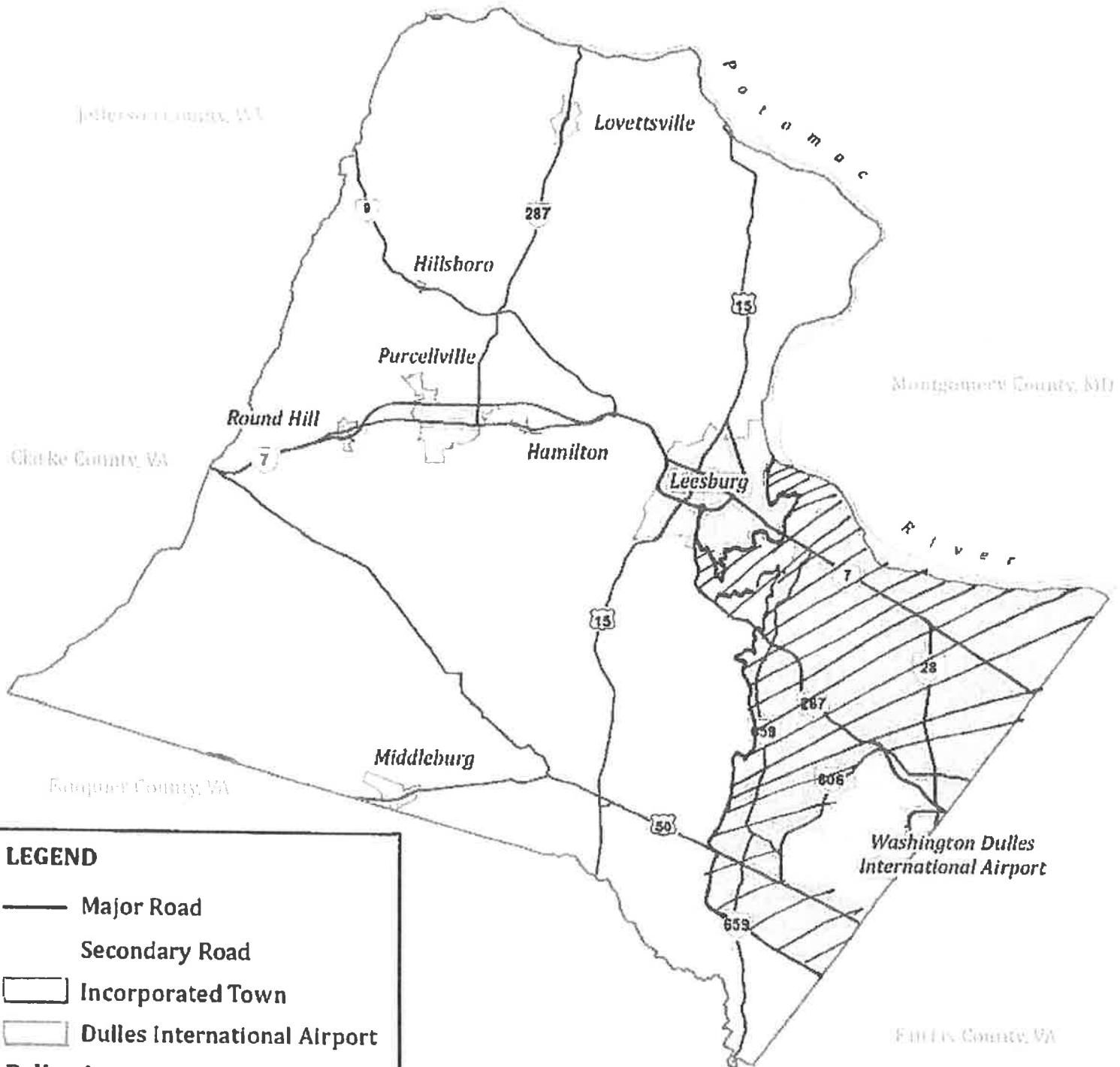
Tim Hemstreet
Clerk to the Board

Adopted by the Board of Supervisors of Loudoun, Virginia, this 5 day of December, 2017.

PROPOSED REVITALIZATION AREA LOUDOUN COUNTY



Exhibit A (page 1 of 2)



LEGEND

- Major Road
- Secondary Road
- ▭ Incorporated Town
- ▭ Dulles International Airport

Policy Areas

- ▭ Joint Land Management Area
- ▭ Rural Policy Area
- ▭ Suburban Policy Area
- ▭ Transition Policy Area

Exhibit A



Code of Virginia
 Title 36. Housing
 Chapter 1.2. Virginia Housing Development Authority Act

§ 36-55.30:2. Housing revitalization areas; economically mixed projects.

A. For the sole purpose of empowering the HDA to provide financing in accordance with this chapter, the governing body of any city or county may by resolution designate an area within such city or county as a revitalization area if such governing body shall in such resolution make the following determinations with respect to such area: (i) either (a) the area is blighted, deteriorated, deteriorating or, if not rehabilitated, likely to deteriorate by reason that the buildings, improvements or other facilities in such area are subject to one or more of the following conditions: dilapidation; obsolescence; overcrowding; inadequate ventilation, light or sanitation; excessive land coverage; deleterious land use; or faulty or inadequate design, quality or condition; or (b) the industrial, commercial or other economic development of such area will benefit the city or county but such area lacks the housing needed to induce manufacturing, industrial, commercial, governmental, educational, entertainment, community development, healthcare or nonprofit enterprises or undertakings to locate or remain in such area; and (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. Any redevelopment area, conservation area, or rehabilitation area created or designated by the city or county pursuant to Chapter 1 (§ 36-1 et seq.) of this title, any census tract in which 70 percent or more of the families have incomes which are 80 percent or less of the statewide median income as determined by the federal government pursuant to Section 143 of the United States Internal Revenue Code or any successor code provision on the basis of the most recent decennial census for which data are available, and any census tract which is designated by the United States Department of Housing and Urban Development and, for the most recent year for which census data are available on household income in such tract, either in which 50 percent or more of the households have an income which is less than 60 percent of the area median gross income for such year or which has a poverty rate of at least 25 percent shall be deemed to be designated as a revitalization area without adoption of the above described resolution of the city or county. In any revitalization area, the HDA may provide financing for one or more economically mixed projects and, in conjunction therewith, any nonhousing buildings that are incidental to such project or projects or are determined by the governing body of the city or county to be necessary or appropriate for the revitalization of such area or for the industrial, commercial or other economic development thereof.

B. The HDA may finance an economically mixed project that is not within a revitalization area if the governing body of the city or county in which such project is or will be located shall by resolution determine (i) either (a) that the ability to provide residential housing and supporting facilities that serve persons or families of lower or moderate income will be enhanced if a portion of the units therein are occupied or held available for occupancy by persons and families who are not of low and moderate income or (b) that the surrounding area of such project is, or is expected in the future to be, inhabited predominantly by lower income persons and families and will benefit from an economic mix of residents in such project 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.

C. In any economically mixed project financed under this section, the percentage of units occupied or held available for occupancy by persons and families who are not of low and moderate income, as determined as of the date of their initial occupancy of such units, shall not exceed 80 percent.

1979, c. 374; 1996, cc. 77, 498; 2004, c. 187; 2006, c. 784.

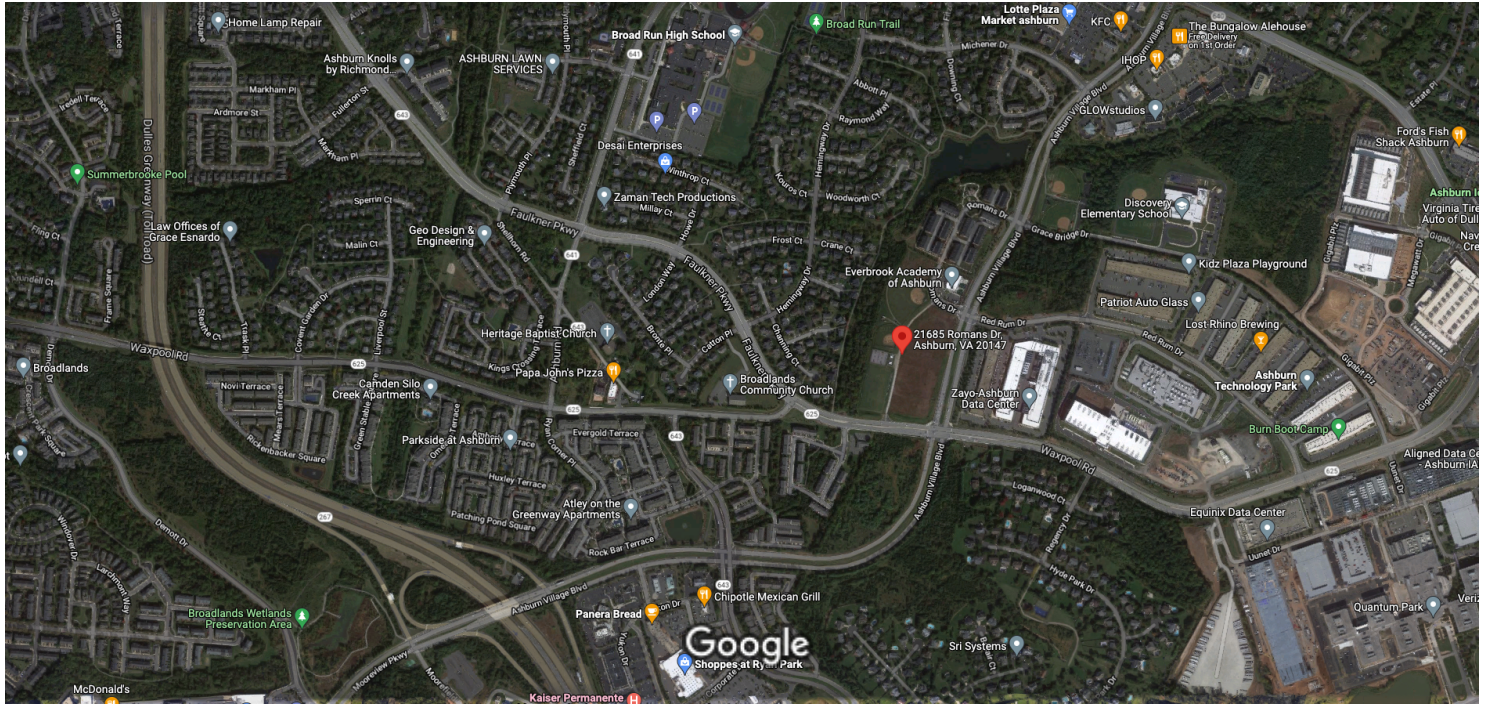
Attachment 2

K.2

Location Map



21685 Romans Dr Waxpool Apartments



Imagery ©2021 Google, Imagery ©2021 Commonwealth of Virginia, Maxar Technologies, U.S. Geological Survey, USDA Farm Service Agency, Map data ©2021 500 ft



21685 Romans Dr



Directions



Save



Nearby



Send to your phone



Share



21685 Romans Dr, Ashburn, VA 20147



2G87+FQ Ashburn, Virginia

Photos



21685 Romans Dr Waxpool Apartments



Imagery ©2021 Landsat / Copernicus, Data SIO, NOAA, U.S. Navy, NGA, GEBCO, Imagery ©2021 TerraMetrics, Map data ©2021 Google 5 mi



21685 Romans Dr

- Directions
- Save
- Nearby
- Send to your phone
- Share

21685 Romans Dr, Ashburn, VA 20147

2G87+FQ Ashburn, Virginia

Photos

K.3

Surveyor's Certification of
Proximity to Public
Transportation

This deal does not require
information behind this tab.



L

PHA/Section 8 Notification
Letter



PHA or Section 8 Notification Letter

Development Name: Waxpool Apartments

Tracking #: 2022-TEB-09

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 100% 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 the application.
4. 'Proposed Improvements' should correspond with the Application.
5. 'Proposed Rents' should correspond with the Application.
6. 'Other Descriptive Information' should correspond with information in the application.

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

PHA or Section 8 Notification Letter

DATE: December 8th, 2021

TO: Sarah Coyle Etro, Executive Director
102 Heritage Way NE, Suite 103
Leesburg, VA 20176

RE: PROPOSED AFFORDABLE HOUSING DEVELOPMENT

Name of Development: Waxpool Apartments

Name of Owner: Waxpool Apartments, LLC

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

The following is a brief description of the proposed development:

Development Address:

21685 Romans Drive

Ashburn, VA 20147

Proposed Improvements:

<input checked="" type="checkbox"/> New Constr.:	<u>52</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 type="checkbox"/> Efficiencies:	\$ <u> </u>	/ month
<input checked="" type="checkbox"/> 1 Bedroom Units:	\$ <u>1,350-1,643</u>	/ month
<input checked="" type="checkbox"/> 2 Bedroom Units:	\$ <u>1,616-1,754</u>	/ month
<input type="checkbox"/> 3 Bedroom Units:	\$ <u> </u>	/ month
<input type="checkbox"/> 4 Bedroom Units:	\$ <u> </u>	/ month

Other Descriptive Information:

Waxpool Apartments is a proposed 52 unit new construction multi-family development targeting families in Loudoun County.

The four-story building over one level parking podium will include a brick and vinyl siding exterior.

The project will include a full-time tenant services program, community room, fitness center, computer lab, and tot lot.

The development will be primarily financed by 4% LIHTC and Tax-Exempt Bonds through Virginia Housing.

M

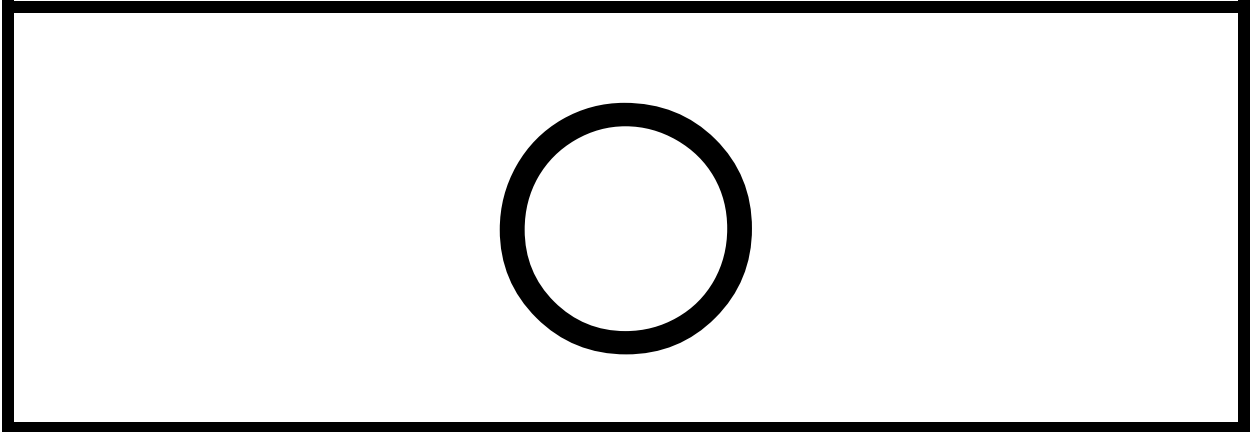
Locality CEO Response
Letter

This deal does not require
information behind this tab.

N

Homeownership Plan

This deal does not require
information behind this tab.



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:

8/2/2021

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

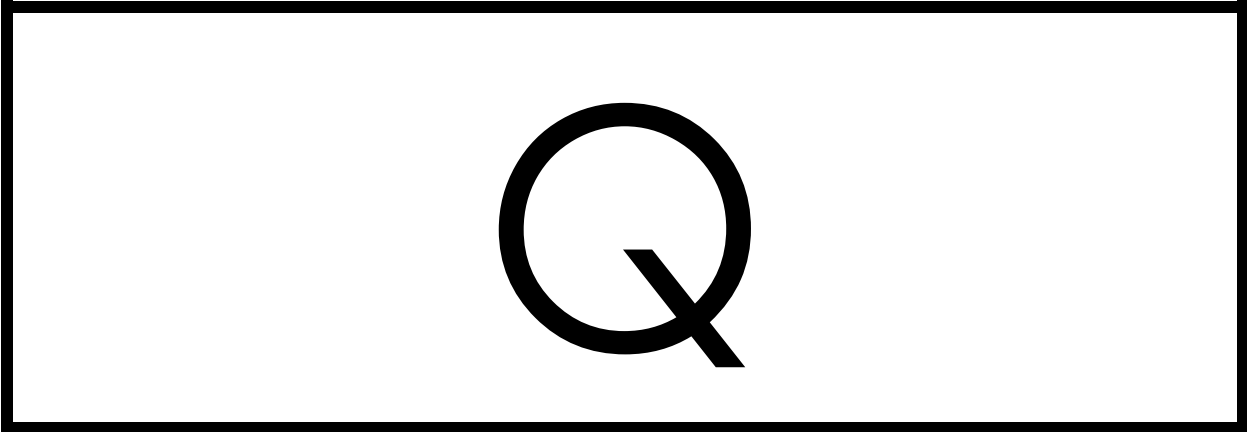
See LIHTC Manual for instructions on being added to this list

INDIVIDUALS

1 Alexander, Randall P.	30 Fitch, Hollis M.	59 Melton, Melvin B.
2 Arista, Roberto	31 Fore, Richard L.	60 Midura, Ronald J.
3 Asarch, Chad	32 Franklin, Wendell C.	61 Mirmelstein, George
4 Ayd, Tom	33 Friedman, Mitchell M.	62 Nelson, IV, John M.
5 Barnhart, Richard K.	34 Gardner, Mark E.	63 Orth, Kevin
6 Baron, Richard	35 Gunderman, Timothy L.	64 Page, David
7 Bennett, Vincent R.	36 Hardee, Carl	65 Parent, Brian
8 Burns, Laura P.	37 Haskins, Robert G.	66 Park, Richard A.
9 Chapman, Tim	38 Heatwole, F. Andrew	67 Park, William N.
10 Cohen, Howard Earl	39 Honeycutt, Thomas W.	68 Pasquesi, R.J.
11 Connelly, T. Kevin	40 Hunt, Michael C.	69 Pedigo, Gerald K.
12 Connors, Cathy	41 Iglesias, Adrian	70 Poulin, Brian M.
13 Copeland, M. Scott	42 Jaeger, Jeffrey	71 Queener, Brad
14 Copeland, Robert O.	43 Jester, M. David	72 Rappin, Steve
15 Copeland, Todd A.	44 Johnston, Thomas M.	73 Ripley, F. Scott
16 Cordingley, Bruce A.	45 Jones Kirkland, Janice	74 Ripley, Ronald C.
17 Counselman, Richard	46 Kirkland, Milton L.	75 Ross, Stephen M.
18 Crosland, Jr., John	47 Kittle, Jeffery L.	76 Salazar, Tony
19 Curtis, Lawrence H.	48 Koogler, David M.	77 Sari, Lisa A.
20 Daigle, Marc	49 Koogler, David Mark	78 Sciortino, Richard
21 Dambly, Mark H.	50 Lancaster, Dale	79 Sinito, Frank T.
22 Deutch, David O.	51 Lawson, Phillip O.	80 Stockmaster, Adam J.
23 Dischinger, Chris	52 Lawson, Steve	81 Stoffregen, Phillip J.
24 Douglas, David D.	53 Leon, Miles B.	82 Surber, Jen
25 Edmondson, Jim	54 Lewis, David R.	83 Taft Sr., Thomas F.
26 Edson, Rick	55 Levitt, Michael	84 Valey, Ernst
27 Eichler, Moshe	56 Margolis, Robert B.	85 Uram, David
28 Ellis, Gary D.	57 McCormack, Kevin	86 Wilson, Stephen
29 Fekas, William L.	58 McNamara, Michael L.	87 Woda, Jeffrey J.
		88 Wohl, Michael D.
		89 Wolfson, III, Louis

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 LEDIC Realty Company, LLC
- 16 Newport News RHA
- 17 NHT Communities
- 18 Norfolk Redevelopment Housing Authority
- 19 People Incorporated
- 20 Piedmont Housing Alliance
- 21 Preserving US, Inc.
- 22 Portsmouth RHA
- 23 RHA/Housing, Inc.
- 24 Rush Homes
- 25 The Community Builders
- 26 Virginia Supportive Housing
- 27 Virginia United Methodist Housing Development Corporation
- 28 Wesley Housing Development Corporation



Q

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

This deal does not require
information behind this tab.

This deal does not require
information behind this tab.

This deal does not require
information behind this tab.

R

Documentation of
Operating Budget
and Utility Allowance

M. OPERATING EXPENSES

Administrative:	Use Whole Numbers Only!
1. Advertising/Marketing	\$1,500
2. Office Salaries	
3. Office Supplies	\$5,100
4. Office/Model Apartment (type _____)	\$0
5. Management Fee	\$35,900
<u>4.00%</u> of EGI <u>\$690.38</u> Per Unit	
6. Manager Salaries	\$40,000
7. Staff Unit (s) (type _____)	\$0
8. Legal	\$3,000
9. Auditing	\$6,000
## Bookkeeping/Accounting Fees	
## Telephone & Answering Service	\$3,315
## Tax Credit Monitoring Fee	\$1,820
## Miscellaneous Administrative	\$103,056
Total Administrative	\$199,691
Utilities	
## Fuel Oil	\$0
## Electricity	\$10,363
## Water	\$11,873
## Gas	\$0
## Sewer	\$15,227
Total Utility	\$37,463
Operating:	
## Janitor/Cleaning Payroll	\$0
## Janitor/Cleaning Supplies	\$250
## Janitor/Cleaning Contract	\$8,000
## Exterminating	\$3,600
## Trash Removal	\$7,500
## Security Payroll/Contract	\$1,275
## Grounds Payroll	\$0
## Grounds Supplies	\$150
## Grounds Contract	\$12,300
## Maintenance/Repairs Payroll	\$40,000
## Repairs/Material	\$8,735
## Repairs Contract	\$2,800
## Elevator Maintenance/Contract	\$0
## Heating/Cooling Repairs & Maintenance	\$500
## Pool Maintenance/Contract/Staff	\$0
## Snow Removal	\$1,300
## Decorating/Payroll/Contract	\$1,950
## Decorating Supplies	\$0
## Miscellaneous	\$0
Totals Operating & Maintenance	\$88,360
Taxes & Insurance	
## Real Estate Taxes	\$60,000
## Payroll Taxes	\$10,703

M. OPERATING EXPENSES

## Miscellaneous Taxes/Licenses/Permits	\$2,716
## Property & Liability Insurance	\$16,640
## Fidelity Bond	\$0
## Workman's Compensation	\$1,283
## Health Insurance & Employee Benefits	\$9,400
## Other Insurance	
Total Taxes & Insurance	\$100,742
Total Operating Expense	\$426,256

Total Operating Expenses Per Unit	\$8,197	C. Total Operating Expenses as % of	47.51%
--	---------	--	--------

Replacement Reserves (Total # Units X \$300 or \$250 New Const. Elderly Mini \$15,600)

Total Expenses	\$441,856
-----------------------	------------------

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



October 19, 2021

Chase Powell
 Green Street Housing, LLC
 212 E Main St,
 Salisbury, MD 21801
 chase@greenstreethousing.com

RE: Preliminary Utility Allowance for Waxpool Apartments

Dear Mr. Powell,

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

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

PRELIMINARY UTILITY ALLOWANCE*			ALLOWANCES BY BEDROOM SIZE				
Utilities	Utility Type	Paid by	Studio	1-bdr	2-bdr	3-bdr	4-bdr
Heating	Electric	Tenant	N/A	\$ 21.06	\$ 23.76	N/A	N/A
Air Conditioning	Electric	Tenant	N/A	\$ 4.69	\$ 6.50	N/A	N/A
Cooking	Electric	Tenant	N/A	\$ 4.51	\$ 6.53	N/A	N/A
Other Electric	Electric	Tenant	N/A	\$ 17.03	\$ 23.69	N/A	N/A
Hot Water	Electric	Tenant	N/A	\$ 11.39	\$ 14.53	N/A	N/A
Water	-	Owner	N/A	\$ -	\$ -	N/A	N/A
Sewer	-	Owner	N/A	\$ -	\$ -	N/A	N/A
Trash	-	Owner	N/A	\$ -	\$ -	N/A	N/A
Total UA for costs paid by tenant			N/A	\$ 58.68	\$ 75.02	N/A	N/A

**Allowances only for New Construction units at Waxpool Apartments as an ENERGY STAR and NGBS project with Larger Apartment Bldgs. (5+ units) and Electric Heat Pump space heating.*

Sincerely,

Katy Maher

Katy Maher
 Project Manager

S

Supportive Housing
Certification

This deal does not require
information behind this tab.

T

Funding Documentation

THE RICHMAN GROUP AFFORDABLE HOUSING CORPORATION

777 West Putnam Avenue
Greenwich, CT 06830
(203) 869-0900
FAX (203) 869-1034

December 13, 2021

Tom Ayd and Chase Powell
212 East Main Street, Suite 200
Salisbury, Maryland 21801

Re: Waxpool Apartments
Ashburn, VA
52-Units

Dear Gentlemen,

The Richman Group Affordable Housing Corporation ("TRG") is the sponsor of investment partnerships which provide equity capital for multi-family apartment complexes that are eligible for low-income housing tax credits pursuant to Section 42 of the Internal Revenue Code of 1986 ("Low-Income Housing Tax Credits") by investing in limited partnerships that own such apartment complexes.

You have advised us that a single purpose entity, (the "Managing Member") will form Waxpool Apartments, LLC (the "Company"), which intends to construct an apartment complex located in Ashburn, Virginia (the "Apartment Complex").

TRG is pleased to provide you with this letter of intent for the acquisition by an affiliated limited partnership, which will be sponsored by TRG ("Investor"), of a 99.99% limited partnership interest in the Company, subject to the terms and conditions hereof and also subject to (i) investment committee approval (ii) negotiation and execution of documentation acceptable to both parties and (iii) receipt of opinions of counsel (including corporate, tax and real estate) acceptable to the Investor. Upon the execution of this letter, TRG will commence its due diligence review and will seek an investor to acquire the limited partnership interest. The Managing Member will execute an amended and restated Operating Agreement of the Company in the Investor's standard form (the "Operating Agreement"). A guarantor acceptable to the Investor in its sole discretion (the "Guarantor") will guarantee the Managing Member's obligations to the Investor.

1. Financing: Financing of the Apartment Complex will be subject to Investor approval. It is understood that the Apartment Complex will receive a first mortgage loan from VHDA in the approximate amount of \$3,390,614 at an interest rate of 4.02% for a term of 35 years (35-year amortization). It is also understood that the Apartment Complex will receive a loan from VHDA Reach Funds in the approximate amount of \$2,766,400 at an interest rate of 2.95% for a term of 35 years (35-year amortization). It is also understood that the Apartment Complex will receive an additional loan from VHDA Reach+ Funds in the approximate amount of \$2,000,000 at an interest rate of 1.95% for a term of 35 years (35-year amortization). It is also understood that the Apartment Complex will receive a soft loan from Loudoun Housing Trust Funds in the approximate amount of \$2,535,000 at a 1% interest rate for a term of 35 years with payments made solely from available cashflow. It is also understood that the Apartment Complex will receive a soft loan from VHDA Amazon Funds in the approximate amount of \$2,545,000 at a 0% interest rate for a term of 35 years with deferred payments. To the extent that a change in financing structure changes the amount of Low-Income Housing Tax Credits, then capital contributions will be adjusted accordingly. The Managing Member must deliver any required approval of the admission of the Investor to the Company prior to such admission (the "Closing"). The preparation, filing and processing of such application and all costs and expenses thereof, shall be the sole responsibility of the Managing Member and/or the Company. All loan documents shall provide that notices of default and foreclosure shall be sent to the Investor, as well as to the Managing Member.

2. Capital Contributions of the Investor: The "Capital Contribution" as set forth below reflects current market conditions. The Capital Contributions may be adjusted to reflect the market conditions at the time of closing. Subject to the terms and conditions set forth herein and in the Operating Agreement, the Investor will make capital contributions to the Company in the total amount of \$6,097,027 (the "Capital Contribution"), which represents 91% of the Low-Income Housing Tax Credits, excluding amounts payable under Section 16 as set forth below.

Installment No. 1:

Paid at Closing upon satisfaction of all due diligence \$1,824,257

Installment No. 2:

\$1,711,634

- (i) Evidence satisfactory to the Investor that the construction of the Apartment Complex is 75% complete;

Installment No. 3:

Paid upon the latest of the following: \$1,648,265

- (i) Completion of construction of the Apartment Complex and receipt of temporary certificates of occupancy for all units;
- (ii) Receipt of a payoff letter from the contractor for the Apartment Complex (the "Contractor") which states that upon receipt of Installment No. 3 the construction contract will be paid in full by Installment No. 3 or the Contractor will defer any amounts owed to it until receipt of Installment No.4;
- (iii) Receipt of an estoppel letter from each lender to the Company; and
- (iv) Receipt of certificates of insurance complying with the requirements described herein.

Installment No. 4:

Paid upon the latest of the following: \$741,708

- (i) Achievement of "Breakeven Operations" (as defined below);
- (ii) Receipt of an estoppel letter from each lender to the Company;
- (iii) Receipt of final Low-Income Housing Tax Credit Certification; and
- (iv) Achievement of "Final Closing"

Installment No. 5:

Paid upon the latest of the following: \$171,163

- (i) Receipt of an estoppel letter from each lender to the Company;
- (ii) Receipt of certificates of insurance complying with the requirements described herein; and
- (iii) Receipt of form 8609

Total Equity to Company (excluding amounts payable under Section 16 below): \$6,097,027

Installment No. 4 will only be released upon the achievement of Breakeven Operations. "Breakeven Operations" is generally defined as the earlier of the following: (i) the date upon which income from the normal operation of the Apartment Complex, received on a cash basis, for each of three (3) consecutive calendar months after permanent mortgage loan closing less all mandatory debt service payments for each month, exceeds all accrued operational costs for each month or, if the above is not verifiable for such three (3) month period, (ii) the date upon which income from the normal operation of the Apartment Complex (as reported under GAAP) equals or exceeds all operational costs (as reported under GAAP), as evidenced by an audited financial statement for a 12 month period prepared by the accountants of the Company. In addition, Breakeven Operations shall not have occurred unless, at the end of such three (3) month period, the Company shall have (i) sufficiently funded segregated reserves to pay one (1) year's property insurance premiums (minus any prepaid premiums on the existing insurance policy) and the next full installment of real estate taxes payable (minus any prepaid taxes with respect to such installment) and (ii) liquid assets not committed to the payment of any other expense or reserve fund in an amount sufficient to pay (a) one (1) month's mandatory debt service payment plus (b) any other accrued unpaid expenses.

3. Adjuster Clause: The Capital Contribution amount stated above is based upon your projection of an annual amount of Low-Income Housing Tax Credits of \$670,070 ("LIHTC") which in turn is based upon certain of the assumptions and projections stated in Schedule A herein. The actual amount of Low-Income Housing Tax Credits may in fact change after the determination of eligible and qualified basis. Accordingly, the Capital Contribution may be adjusted when (i) final projections of the amount of Low-Income Housing Tax Credits are completed and/or (ii) upon or after actual completion of the Apartment Complex. To the extent such final projected amount of Low-Income Housing Tax Credits varies from the LIHTC, the Capital Contribution will be adjusted as set forth in the following paragraph and as will be more particularly set forth in the Operating Agreement.

If the final amount of Low-Income Housing Tax Credits ("Final LIHTC") is greater or less than the LIHTC then the Capital Contributions shall be adjusted so that the ratio of the capital contribution attributable to the Low-Income Housing Tax Credits divided by the Final LIHTC allocable to Investor is equal to 91% ("LIHTC Ratio"). However, in the case of an increase, such increase in capital contribution will take place only if the Investor has funds available which are not committed otherwise. If the Investor does not have funds available to pay for the higher Low-Income Housing Tax Credits, then the Investor's interest in the Company will be adjusted downward accordingly, but in no event below a 90% interest. TRG may in its discretion endeavor to cause an affiliated investment partnership to purchase an interest in the Company but shall have no liability if it is unable to do so.

4. Timing Differences: In the event that if the actual Final Reported Credit for 2023 is greater or less than 39.25% of the LIHTC or for 2024 is less than 100% of the LIHTC (or LIHTC as adjusted pursuant to paragraph 3 above) then the Capital Contribution of the Investment Partnership to the Company shall be increased ("Upward Timing Change") or decreased ("Downward Timing Change"), by an amount sufficient to maintain a to-be-determined Internal Rate of Return to the Investment Partnership; such adjustment to be based upon the methodology set forth on Attachment A (assuming for this purpose that (i) the amount and timing of projected

losses and deductions and (ii) the timing of the Capital Contributions will be fixed at the amounts shown in the projections attached to the Operating Agreement). Notwithstanding the foregoing sentence, the aggregate amount of any increase in the Capital Contributions due to an Upward Timing Change together with the aggregate amount of any Upward Adjuster pursuant to Paragraph 3 above will be capped at 10% of the Capital Contribution ("Upward Adjuster Cap"). In the event that the Timing Change exceeds the then unpaid Capital Contribution of the Investment Partnership, the Managing Member shall pay to the Investment Partnership, immediately upon demand, the amount by which the Timing Change exceeds such then unpaid Capital Contributions.

5. Cash Flow Distributions: Cash flow of the Company after expenses and debt service will be distributed, to the extent available, according to the following priority:

- First: to pay any credit adjuster due;
- Second: a priority distribution to the Investor in the amount of \$3,000 annually.
- Third: to Loudon County HTF and Amazon Reach, a payment equal to 25% of Cash Flow until all deferred developer fee is paid, at which time payments will jump to 75% of Cash Flow;
- Fourth: to pay any deferred development fee to the Managing Member;
- Fifth: to repay any operating deficit loans made by the Managing Member;
- Sixth: a Partnership Management fee to the Managing Member in the amount of \$5,000 annually.
- Seventh: remaining amounts split 10% to the Investor and 90% to the Managing Member. The Managing Member shall apply its 90% first to pay the Incentive Management Fee, then to pay the Partnership Administration Fee and then as a distribution. The balance of the 90% which is not distributed as Incentive Management Fee or Partnership Administration Fee shall be distributed to the Managing Member and a special allocation of gross income shall be made to the Managing Member in a like amount.

6. Sale or Refinance: Upon the sale of the Apartment Complex or a refinancing of the permanent mortgage loan, proceeds will generally be allocated in accordance with the following priority:

- First: Expenses of the sale and refinancing and satisfaction of underlying financing plus any other third-party obligations and debts;
- Second: Return of the outstanding balance of any operating deficit loans previously made by the Managing Member (See Guarantees); and
- Third: Balance of proceeds split 10% to the Investor, 90% to the Managing Member

7. Guarantees: The Guarantor shall guarantee the obligations of the Managing Member under the Operating Agreement including, without limitation, the following:

(A) Against recapture of the Low-Income Housing Tax Credits for 15 years except for recapture caused by (i) subsequent changes in the Tax Code or (ii) transfers of the Investor's interest in the Company.

(B) The payment in full of all costs and expenses of the construction of the Apartment Complex in excess of the proceeds of all the construction period sources of funds and any operating deficits prior to the achievement of breakeven operations.

(C) To fund operating deficits for a five (5) year period (the "Operating Deficit Period") from the later of Breakeven Operations or funding of the permanent mortgage loan (the "Operating Deficit Guaranty"). The Operating Deficit Period shall be deemed extended until (x) the Managing Member has provided the Investor with evidence that the Company has sufficient cash reserves to pay any accrued expenses as of the expiration of the Operating Deficit Period and (y) the Apartment Complex has achieved the "DSC Requirement" as hereinafter defined. The "DSC Requirement" means that the Apartment Complex has demonstrated a debt service coverage ratio of 1.10:1 for years four and five of the Operating Deficit Period. If the Apartment Complex has not demonstrated a 1.10:1 debt service coverage for such years the Operating Deficit Period will be extended until the Apartment Complex demonstrated a 1.10:1 debt service coverage for two consecutive years.

For purposes of the Operating Deficit Guaranty, the term "Operating Deficits" shall include amounts withdrawn from the reserve for replacements during such five (5) year period. A further assurance will be an agreement by the managing agent for the Apartment Complex, typically the Managing Member or an affiliate, (the "Managing Agent") to (i) defer and accrue its management fee, if necessary, to prevent a default under the permanent mortgage loan and (ii) to defer its fee to the extent necessary to avoid an Operating Deficit. If the Managing Agent elects not to defer its fee pursuant to subparagraph (ii) above, it must send a notice to the Managing Member and the Investor offering to resign. If no such notice is sent, the Managing Agent will be deemed to have ratified its agreement to defer its fee. If a notice is sent refusing to defer its fee, such refusal shall be grounds for removal of the Managing Agent.

(D) Repurchase of the Investor's interest in the Company by payment to the Investor of the full amount of the Gross Capital Contribution paid to such date, if the Managing Member fails to (i) place the Apartment Complex in service by December 2024 (ii) complete Final Closing by December 2024 (iii) achieve at least 50% of the aggregate projected LIHTC as set forth herein or (iv) achieve Breakeven Operations within 18 months of Substantial Completion (to be defined in the Operating Agreement) of the Apartment Complex.

8. Representations and Warranties: The Managing Member shall provide the representations and warranties to the Investor more particularly set forth in the Operating Agreement and currently has no basis to believe that such representations and warranties cannot be given at Closing. The Managing Member shall be obligated to recertify to the continued truth and accuracy of such representations and warranties at the time of each installment of capital contributions.

9. Duties and Obligations: The Managing Member shall be obligated to assume the duties and obligations as are set forth in the Operating Agreement.

10. Legal Opinions: The Managing Member shall cause the attorneys for the Company to provide the legal opinions more particularly set forth in the Operating Agreement.

11. Sale or Conversion: Beginning 15 years from the date of the closing of the permanent mortgage loan, if the Investor requests the Managing Member to sell the Apartment Complex, the Managing Member will consent, provided such sale meets the approval of the lender and applicable tax credit agency. In the event the Managing Member does not consent to a sale at that time, the Managing Member will be granted an option to purchase the Apartment Complex at fair market value (as restricted by the uses mandated by the lender and the Tax Credit Agency). In the event that the Managing Member chooses not to exercise this purchase option, the Investor shall reserve the right to: (i) sell its interest in the Company to the Managing Member for \$1 or (ii) transfer its limited partnership interest in the Company to an affiliated entity. The Managing Member or its qualified non-profit designee will be granted a first right of refusal to purchase the Apartment Complex at the "Minimum Purchase Price" as defined in Section 42(l)(7) of the Internal Revenue Code.

12. Accountants and Financial Reporting: The "Accountants" for the Company shall be a Certified Public Accountant or such other firm reasonably acceptable to the Investor. Financial information will be required to be submitted to the Investor by the 30th day after the end of each quarter, for the first three calendar quarters of each year. Such financial information may be unaudited and may be prepared by the Managing Agent. Annual audited financial statements and tax information will be required to be submitted to the Investor by the Managing Member by February 15 of each year.

13. Removal Rights: The Investor shall have the right to remove the Managing Member for cause as will be set forth in the Operating Agreement. No removal right without cause shall exist.

14. Indemnity: In the Operating Agreement the Managing Member shall indemnify Investor and its officers, directors and affiliates for any untrue statement of a material fact or omission to state a material fact necessary to make any such statements, in light of the circumstances under which they were made, not misleading, by the Managing Member or their agents set forth in any document delivered by the Managing Member or their agents in connection with the acquisition of the Apartment Complex, the investment by the Investor in the Company and the execution of the Operating Agreement.

15. Reserve Requirements: The Company will be required to make an annual minimum deposit to a reserve for replacements in an amount equal to the greater of (i) \$300 per unit per year increasing annually by 3%, or (ii) the amount utilized in the underwriting of the mortgage loans by the lenders. The Investor may reasonably require that additional reserves be funded to cover potential cash deficiencies. The Operating Deficit Guaranty shall be increased by amounts withdrawn from the reserve for replacements during the Operating Deficit Period.

16. Due Diligence: TRG and the Investor will have the opportunity to perform, and you and your professionals will assist us in, the customary due diligence necessary in the acquisition of the Apartment Complex and of the investment by Investor in the Company. As a condition of closing, the Company shall provide the Investor information reasonably requested by the Investor, including without limitation, (i) market rental information, proving that the projected rents will be achieved and the rent up will occur within a reasonable absorption period, (ii) engineering report by an engineer acceptable to the Investor and (iii) a Phase 1 environmental report. The Company shall bear the costs of Investor's market study, engineering review and Investor's legal counsel. The cost to the Company of the Investor's due diligence expenses and legal counsel shall be determined at a later date and added to the Capital Contribution stated herein. A sample (but not exhaustive) list of due diligence documents will be provided at a later date. Additionally, approval of this transaction is subject to Investor satisfaction and completion of due diligence (including site visit, review, and investment committee approval), and receipt by the Company of a Low-Income Housing Tax Credits reservation or allocation approval from the appropriate state or local agency.

17. Operating Reserve: The Company will be required to fund a reserve equal to six (6) months operating expenses, replacement reserves, and debt service or as required by the lender. Upon the expiration of the initial five (5) year Operating Deficit Period, provided that the Managing Member chooses to extend the Operating Deficit Period throughout the fifteen (15) year tax credit compliance period, 50% of the Operating Reserve will be released to the Managing Member at that time and 10% of the remaining Operating Reserve will be released to the Managing Member, thereafter, for the next ten (10) years, provided however, that no Operating Deficits have occurred.

18. Title Insurance: The Managing Member shall provide, at Company expense, title insurance in favor of the Company in an amount not less than the sum of (i) all mortgage loans, and (ii) the amount of the Capital Contribution with only those exceptions as may be approved by Investor.

19. Execution of Operating Agreement: As a condition to the Closing, the Managing Member will execute the Operating Agreement and any related documentation necessary to complete the transaction and the Guarantor must execute the Guaranty.

20. Hazard and Liability Insurance: As a condition to receipt of Installment No. 1 of Capital Contributions, the Company shall deliver evidence of hazard insurance from carriers acceptable to the Investor, in an amount equal to the replacement cost of the apartment improvements. The hazard insurance must include endorsements for inflation adjustment and code upgrade coverage. Liability insurance shall be in the amount of not less than \$5,000,000.

21. Escrows: To the extent not required by any mortgage lender, the Company shall maintain funds in a segregated escrow account, in an amount sufficient to pay all real estate taxes and insurance premiums when due.

22. Payment and Performance Bond or Letter of Credit: The Contractor shall provide one of the following (i) payment and performance bonds in form and substance satisfactory to Investor, in the full amount of the general contract naming the Company as obligee issued by a bonding company acceptable to Investor (ii) a letter of credit in the amount of not less than 15% of the general contract issued by a bank acceptable to Investor or (iii) a guarantee of the Contractor (or its principal) with a net worth of not less than \$5,000,000.

23. Brokers. Any and all fees due to any broker involved in this transaction will be the responsibility of the Managing Member. By executing this letter of intent, you represent and warrant that no broker has been involved in the negotiations among the Managing Member, its principals and TRG. You further acknowledge and agree that neither TRG nor the Investor shall be responsible for the payment of any brokerage fees in connection with the Investor's investment in the Project unless otherwise specifically agreed to in writing by TRG.

If the above is acceptable to the Managing Member, please execute a copy of this letter and return it to the Investor. In the event that Investor is not in receipt of an executed copy of this letter within thirty (30) days, this letter shall be considered withdrawn and shall be of no further force or effect.


Upon the Investor's receipt of a fully executed copy of this letter, the Investor will commence the necessary action to deliver to you a copy of the proposed Operating Agreement and you shall be bound by all of the terms and provisions hereof. If prior to the expiration of the due diligence period Investor agrees to proceed with the transaction, but notwithstanding such agreement, the Managing Member (i) fails to negotiate the Operating Agreement or other closing documents in good faith and/or (ii) offers the limited partnership interest contemplated hereby to a third party, then the Managing Member shall be obligated to reimburse Investor and/or TRG for all fees, costs and expenses incurred by Investor and/or TRG in connection with this transaction, including without limitation, all legal fees and disbursements, engineering and other professional fees, site inspection fees, market study fees, appraisal fees, background investigation costs, and other due diligence costs and expenses.

The Closing of the acquisition of the limited partnership interest is subject to the availability of funds and the ability of TRG to identify an Investor. The Capital Contributions set forth in Paragraph 2 above may be recalculated or changed prior to the Closing to reflect rising interest rates or other changing market conditions and the Investor's then – current yield requirements. This letter shall be governed by and construed in accordance with the internal laws of the State of Connecticut. This agreement shall not create any liability on the part of TRG or the Investor. All rights and obligation of the Investor shall be set forth in the Operating Agreement and shall not be binding on the Investor until the Investor delivers a fully executed copy of the Operating Agreement to the Managing Member.

Notwithstanding anything to the contrary contained herein, the provisions of this letter represent the entire understandings of TRG, the Investor, the Managing Member and/or the Company with respect to the matter hereof, and all prior understandings, agreements and representations with respect thereto whether written or oral are superseded hereby and merged herein. None of the provisions of this letter may be waived or modified unless such waiver or modification is in writing and signed by the parties hereto and approved by TRG's counsel. No oral agreements shall ever be binding on TRG and/or the Investor.

Sincerely,

The Richman Group Affordable Housing Corporation

By: 
Name: Peter K. McHugh
Title: Executive Vice President

Agreed to and accepted as of

_____, 2021
by the undersigned

U

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

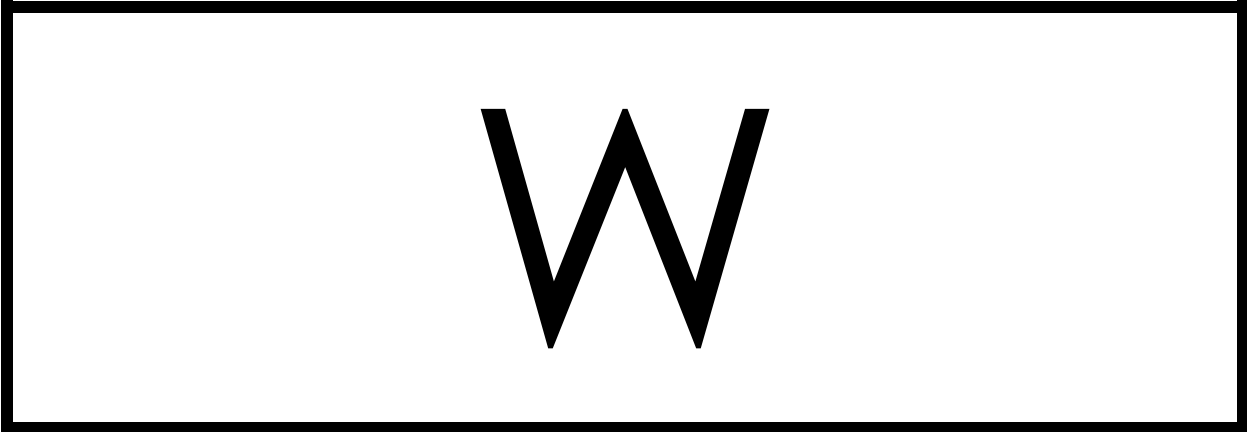
This deal does not require
information behind this tab.



V

Nonprofit or LHA Purchase
Option or Right of First
Refusal

This deal does not require
information behind this tab.



W

Internet Safety Plan and
Resident Information
Form

Waxpool Apartments
Internet Guidelines Acknowledgement

I _____, have read, understand, acknowledge and agree to be bound by the recommendations, guidelines, terms, and conditions outlined in The Waxpool Apartments Internet Guidelines Manual (provided to Resident). The Internet Guideline Manual outlines and summarizes the proper use and safety guidelines when using the Internet Services provided in the Waxpool Apartments common areas.

I understand that the Internet Guideline Manual and handbook contains information that will assist me and my guests in the proper use of the internet made available by the Waxpool Apartments. I also understand that I will be held accountable for my behavior, as well as for my guests' behavior, and me be subject to legal and/or financial consequences related to any misuses as outlined in the Internet Guideline Manual.

By signing below, I acknowledge that I have read, agree to, and understand the terms of all items contained in Waxpool Apartments' Internet Guideline Manual.

Resident Name: _____

Resident Signature: _____

Date: _____

WAXPOOL APARTMENTS **INTERNET SECURITY PLAN**

The internet service at Waxpool Apartments will have a rotating password that is only accessible to residents. The network router will be in a secure area to which tenants will not have access. The router will have a secure firewall to prevent data breaches.

At move-in, we will provide Tenants with the attached security and safety information and guidelines and will ask Tenants to sign an Acknowledgement of Responsibilities statement to ensure that they are educated in the internet safety and security guidelines.

RESIDENT INTERNET SERVICE - Acknowledgement of Responsibilities

By signing below, I acknowledge that I have thoroughly reviewed the Internet Security Plan and understand the general rules of operation prior to use. I understand my responsibility as a user of the Internet and I agree to abide by the following Rules of Operation at all times.

Rules of Operation

- Computer usage for the purpose of illegal activity is absolutely NOT permitted and will be reported to authorities.
- Do not access pornographic or illicit sites via the internet.
- No smoking in the community room or business center.
- No profanity will be tolerated on-line or in-person.
- No rough-housing in the community room or business center.
- Surf at your own risk.

If there is any question regarding my or my child's behavior while using the community internet (including but not limited to, rough-housing, misuse of equipment, etc.), I or my child may be suspended from using the Internet service.

By: _____

Name (Print):

Date



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

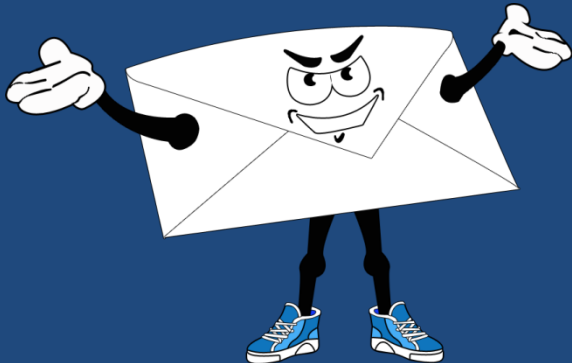
Spam



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.

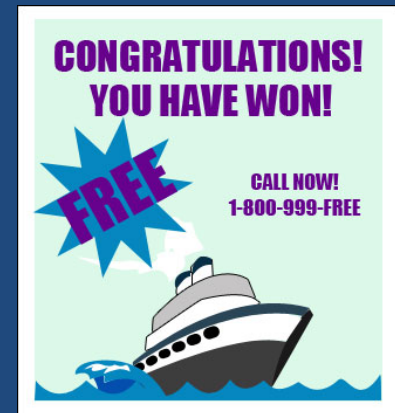
Adware

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/>



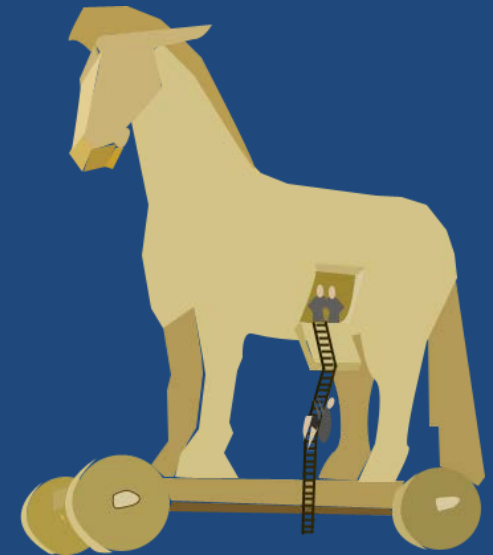
Trojan Horse

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.

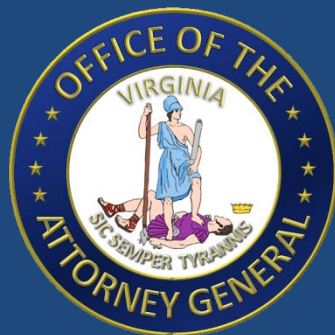
If you are sent something inappropriate, do not share it and don't delete it. Tell an adult immediately. You may feel like you are getting your friend into trouble, but you are protecting yourself and you are protecting them. They may not be thinking about the consequences or the effect this behavior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

Waxpool Apartments
(Waxpool Apartments, LLC)
Ashburn, Loudoun County, Virginia

**Marketing Plan for Units Meeting Accessibility Requirements of HUD Section 504
Disability and Developmental Disability (DD) Units**

This marketing plan has been developed for the units in this apartment development that will be newly constructed to meet the accessibility requirements of HUD Section 504 and Developmental Disability (DD) Units (the “Marketing Plan”). This Marketing Plan has been designed to convey to potential residents with disabilities that **Waxpool Apartments** will be a unique rental housing experience, with a commitment to inclusiveness, excellent management, and resident services, as well as an expectation of resident responsibility. This plan will address ways in which property management will endeavor to secure and actively market the project to qualified tenants with a disability and/or DD (the “Target Population”) who likely will be served well by the features of HUD Section 504 designed and DD Units. In addition, management will ensure quality tenancy, and effective management of the property.

The Management Agent will ensure that the 8 units, approximately 15% of the 52 total units at **Waxpool Apartments** meet the fully accessible Uniform Federal Accessibility Standards and are actively marketed to persons documented as having a disability as defined in the Fair Housing Act. To ensure maximum access to tenancy in these units by the Target Population, the Management Agent will also provide a first preference on **Waxpool Apartments’** waiting list for persons with a DD diagnosis as verified by the Virginia Department of Behavioral Health and Developmental Services (DBHDS).

The Management Agent will obtain and retain a copy of the tenant verification letter, “Acknowledgement of Settlement Agreement Target Population Status,” from potential tenants in the Target Population which they will submit with their application for a rental unit. The Management Agent will also have all DD units confirmed by Virginia Housing. The Management Agent will be responsible for the management of **Waxpool Apartments** as well as the marketing efforts to persons with a disability and/or DD. The Management Agent will be responsible for all the traditional management functions, including rent collection, maintenance, record keeping, reports, development of budgets, and monitoring resident income qualifications.

I. Affirmative Fair Housing Marketing

The Management Agent pledges to uphold the letter and spirit of the Virginia Housing policy of equal housing opportunity throughout the state and will actively promote fair housing in the development and marketing of this project. The Management Agent, its Officers, Directors and employees will not discriminate based on race, creed, color, sex, religion, familial status, age, disability or sexual orientation in its programs or housing. They will also comply with all provisions of the Fair Housing Act.

Any employee who has discriminated in the acceptance of a resident will be subject to disciplinary actions which may include dismissal. All persons who contact the office will be treated impartially and equally with the only qualification necessary for application acceptance being income, and conformity with the requirements of Virginia Housing, Section 8/Housing Choice Voucher, and Tax Credit programs. All interested parties will be provided a copy of the apartment brochure. Any resident who has questions not answered by the leasing staff will be referred to the Supervisor of the site staff.

Any unit which is designated as a unit for persons with a disability and/or DD and that conforms to Section 504 of the Rehabilitation Act will be held vacant for a minimum of 60 days after providing written notification of the vacancy to DBHDS' Housing Specialists. During this time period, the Management Agent will document marketing efforts.

II. Marketing and Outreach

Locating persons with disabilities to occupy units that meet HUD Section 504 accessibility requirements will be accomplished as follows:

1. Networking

The Management Agent will notify state and local agencies that provide case management and other supportive services for members of the Target Population and their families to actively market the units meeting accessibility requirements of HUD Section 504 and DD units. These marketing efforts will include attending resource fairs and other events hosted or attended by partner agencies that feature services especially designed to address the needs of individuals with DD. The Management Agent will contact these partner agencies on an ongoing basis, but not less than twice a month via phone or printed communication. The Management Agent will provide one Virtual Open House and an additional recording with the information and process for applying for Waxpool Apartments. Partner agencies include the following organizations, with additional partners being added as needed:

- DBHDS is the state policy and planning agency for people with developmental disabilities, mental illness and substance use disorders. DBHDS operates seven behavioral health facilities, licenses community services, enforces human rights regulations. DBHDS also coordinates efforts to provide housing resources for people with developmental disabilities in the Settlement Agreement population.
- Loudoun County Mental Health and Substance Abuse and Developmental Services (MHSADS) provides services to mentally disabled Loudoun County residents, including mental health and substance abuse outpatient, emergency services, developmental disabilities, case management, job coaching, early intervention services, residential services, and outreach in all three disability areas. Loudoun County CSB oversees MHSADS programs and services, sets departmental policy and procedures, and determines priorities as mandated by the state of Virginia.
- The Arc of Loudoun provides direct and advocacy services to people with disabilities and their families by promoting individual support and equitable participation with their non-disabled peers in all aspects of community life, including education, residence, vocation, and healthcare. Arc of Loudoun works to secure the full range of human and civil rights for children and adults with disabilities. They are the only community-based non-profit working for people with intellectual and developmental disabilities throughout the life span. They encompass all ages and all spectrums from autism, ASD, Down Syndrome, Fragile X, intellectual disabilities and various other developmental disabilities.
- DARS works in partnership with people with disabilities and their families, to collaborate with the public and private sectors to provide and advocate for the highest quality services that empower individuals with disabilities to maximize their employment, independence and full inclusion into society.
- LEND is a Center for Independent Living Satellite Program of the ENDependence Center of Northern Virginia. LEND provides core services for Loudoun County residents with disabilities to promote full participation in community life.

2. Print Media

Print media sources that cater to persons with disabilities in Loudoun County will also be identified to add to those published on a regular basis by The Arc of Loudoun and Loudoun County Department of Parks, Recreation, and Community Services. Some of the major publications include the Loudoun Times-Mirror, Loudoun Now, and other local newspapers published in English, Spanish, and other languages. The Management Agent will also maintain a current listing on VirginiaHousingSearch.com, including information on

amenities available for the Target Population. All advertising materials will prominently feature the Equal Housing Opportunity logo type, slogan or statement, in compliance with the Fair Housing Act, as well as the fact that there are available units that have a “first preference” for persons with a DD diagnosis.

3. Resident Referrals

An effective Resident Referral program will be set up, in which current residents and their legal guardians are rewarded for referring friends, co-workers, and other persons with or without disabilities to the property. These referrals are generally the best form of advertising as it attracts friends who will want to reside together, thus uniting the property and increasing residents’ sense of community. Residents and their legal guardians will be offered incentives, yet to be determined, for referring qualified applicants who rent at the property. Flyer will be distributed to residents and their legal guardians along with the project newsletter announcing the referral program.

4. Marketing Materials

Additional marketing materials will be developed to specifically support marketing efforts to persons with disabilities. All printed materials will include the EHO Logo.

These marketing materials will include, but are not limited to:

Brochures – A simple two-color 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. Plain, simplified language will be used as much as possible, and the floor plans and fonts will be printed in as large a format as possible.

Flyers – As mentioned earlier, a flyer campaign can be used effectively to market the community. Each flyer should incorporate graphics as well as a small amount of copy and should be designed to generate traffic. As such, each flyer should include a special offer with a deadline for potential tenants to visit the property.

Internet – Listing on VirginiaHousingSearch.com, including information on amenities available for the Target Population.

III. Public and Community Relations

Equal Housing Opportunity Promotions – All Site Signage containing the EHO logo and Fair Housing posters will be displayed in both English and Spanish in the Rental Office. The Rental Office will also have posted instructions for anyone who feels they have been discriminated against to contact the Supervisor of the site staff at the Management Agent’s

office directly. The Management Agent encourages and supports an affirmative fair housing program as required by Virginia Housing in which there are no barriers to obtaining housing because of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, physical or mental disabilities, political affiliation, source of income, or place of resident or business or lack thereof.

IV. Preference for Persons with a Diagnosis of DD

The Management Agent will also provide a first preference on **Waxpool Apartments'** waiting list for persons with a DD diagnosis as verified by the Virginia Department of Behavioral Health and Developmental Services.

Y

Inducement Resolution
for Tax Exempt Bonds

This deal does not require
information behind this tab.