

ANNUAL MEETING AGENDA

FAIRFAX COUNTY REDEVELOPMENT AND HOUSING AUTHORITY

Thursday, September 17, 2026

**Fairfax County Redevelopment and Housing Authority Whiteside Board Room
4530 University Drive, Fairfax, VA 22030**

7:00 p.m. – CALL TO ORDER

PUBLIC COMMENT

ELECTION OF OFFICERS

APPROVAL OF MINUTES July 23, 2026

ACTION ITEMS

- | | |
|----------------------------|--|
| 1. Resolution Number 26-26 | Authorization of the Proposed Assignment and Assumption Agreement (Agreement) Regarding FCRHA Olley Glen Limited Partnership (Olley Glen LP) (Braddock District) |
|----------------------------|--|

ADMINISTRATIVE ITEMS

- | | |
|----------------------------|--|
| 1. Resolution Number 27-26 | Approval of Revisions to the Housing Choice Voucher Program Administrative Plan, Chapter 6 |
|----------------------------|--|

CLOSED SESSION

BOARD MATTERS

ADJOURNMENT

Fairfax County is committed to a policy of nondiscrimination in all County programs, services and activities and will provide reasonable accommodations upon request. To request special accommodations call 703-246-5000 (select menu option 8), or TTY 711.

MINUTES OF THE MEETING OF THE FAIRFAX COUNTY
REDEVELOPMENT AND HOUSING AUTHORITY

July 23, 2026

On July 23, 2026, the Commissioners of the Fairfax County Redevelopment and Housing Authority (FCRHA) met in the FCRHA Whiteside Board Room, 4530 University Drive, Fairfax, Virginia.

CALL TO ORDER

FCRHA Chairman Lenore Stanton called the Meeting of the FCRHA to order at 7:00 p.m. Attendance for all, or part of the meeting, was as follows:

PRESENT

Lenore Stanton, Chairman
Staci Alexander
Cynthia Bailey
Steven Bloom
Michael Cushing
Sarah Lennon
Cindy Marisch
Joe Mondoro
Susan Vachal
Paul Zurawski

ABSENT

Elisabeth Lardner, Vice
Chair

Also present at the meeting were the following staff of the Department of Housing and Community Development (HCD): Thomas Fleetwood, Director; Amy Ginger, Deputy Director, Operations; Anna Shapiro, Deputy Director, Real Estate Finance and Development; Linda Hoffman, Director, Policy and Communications (P&C); Allyson Pearce, Marketing and Outreach Manager, P&C; Nathaniel Strathearn, Policy and Program Analyst, P&C; Jason Chia, Information Technology Manager, Central Services; Wesley Fontaine, IT Technician, Central Services; Marta Cruz, Director, Human Resources, HCD; Margaret Johnson, Director, Rental Housing; Gentry Alexander, Director, Homeownership; Sean Wiltshire, Program Administrator, Homeownership; Mark Buenavista, Director, Capital Planning & Development (CPD); Marwan Mahmoud, Project Coordinator, CPD; Yudhie Brownson, Project Manager, CPD; Rachel Waldman, Associate Director of Real Estate Finance, Real Estate and Community Development Finance (RECDF); and Jeremy Welsh-Loveman, Real Estate Finance Project Manager, RECDF.

Also in attendance were FCRHA Counsel: Ryan Wolf, Senior Assistant County Attorney; Susan Timoner, and Brett Callahan, Assistant County Attorneys.

PUBLIC COMMENT

FCRHA Meeting
July 23, 2026
Page 2

The FCRHA Chairman opened public comment at 7:00 p.m. No one signed up in advance and no one in the audience requested to speak. The Chairman closed public comment at 7:00 p.m.

APPROVAL OF MINUTES
June 18, 2026

Commissioner Mondoro moved to approve the Minutes of the June 18, 2026, FCRHA Meeting, which Commissioner Bailey seconded. The motion passed unanimously with Commissioners Alexander, Bloom, Lennon and Vachal abstaining.

ACTION ITEM

1.

RESOLUTION NUMBER 21-26

Authorization to Execute the Proposed Comprehensive Agreement with Franconia Development Partners, LLC for the Development of the Former Franconia Governmental Center Property (Franconia District)

BE IT RESOLVED THAT the Fairfax County Redevelopment and Housing Authority (FCRHA) authorizes the execution of the proposed Comprehensive Agreement between the FCRHA and Franconia Development Partners, LLC to facilitate the development of the former Franconia Governmental Center Property, as outlined in the Action Item presented to the FCRHA at its meeting on July 23, 2026, and

BE IT FURTHER RESOLVED THAT the FCRHA authorizes any Assistant Secretary, on behalf of the FCRHA, to take any other action as may be reasonably necessary or appropriate to comply therewith or in furtherance of the purposes thereof.

Commissioner Bailey moved to adopt Resolution Number 21-26, which Commissioner Bloom seconded. The motion passed with Commissioner Zurawski voting no and Commissioner Vachal abstaining.

ACTION ITEM

2.

RESOLUTION NUMBER 22-26

FCRHA Meeting
July 23, 2026
Page 3

Authorization, Subject to Board of Supervisors Approval, to Make Loans to Franconia Development Partners, LLC of up to \$12,000,000 to Finance the Development of the Former Franconia Governmental Center (Franconia District)

WHEREAS, Franconia Development Partners, LLC submitted a request for financing under the Fiscal Year 2026 Notice of Funding Availability for the development of 120 units at Franconia Governmental Center located at 6121 Franconia Road, Alexandria (the Project); and

WHEREAS, at its July 23, 2026 meeting, the Fairfax County Redevelopment and Housing Authority (FCRHA) considered the Franconia Development Partners, LLC request for up to \$12,000,000 in subordinate financing for the Project; and

NOW, THEREFORE, BE IT RESOLVED that the FCRHA authorizes:

- 1) Providing financing to Franconia Development Partners, LLC for the development of the Project in the amount of up to \$12,000,000, as described in the Action Item presented to the FCRHA on July 23, 2026; and
- 2) The commitment for up to \$12,000,000 in subordinate funding expires on December 31, 2027, unless extended by the sole discretion of FCRHA staff.

BE IT FURTHER RESOLVED that the FCRHA authorizes any Assistant Secretary to negotiate and finalize loan terms and associated documents on behalf of the FCRHA in substantial conformance with the Action Item presented to the FCRHA on July 23, 2026, and authorizes its Chair, Vice Chair or any Assistant Secretary to execute all documents, agreements, and instruments reasonably necessary or appropriate in connection with issuing the FCRHA loan(s) for the Project.

Commissioner Marisch moved to adopt Resolution Number 22-26, which Commissioner Bloom seconded. The motion passed with Commissioner Zurawski voting no and Commissioner Vachal abstaining.

ADMINISTRATIVE ITEM

1.

RESOLUTION NUMBER 23-26

Commending Susan Timoner for Her Years of Service to the Fairfax County Redevelopment and Housing Authority

FCRHA Meeting
July 23, 2026
Page 4

WHEREAS Susan Timoner has diligently provided the FCRHA with critical legal advice in all facets of its operations for over a decade; and

WHEREAS many complex and critically-needed affordable housing development projects currently under construction – including The Exchange (formerly Dominion Square) and Indigo (formerly Somos) – would not be underway were it not for Susan’s commitment to advancing the FCRHA’s goal of building 10,000 new affordable units by 2034; and

WHEREAS Susan’s legal guidance was likewise key to closing numerous FCRHA loans in support of affordable housing projects, including New Lake Anne, Colvin Woods, and the Beacon Landing permanent supportive housing project; and

WHEREAS Susan’s dedication was instrumental in the successful One University project, which was the first post-conversion redevelopment transactions in the United States under the U.S. Department of Housing and Urban Development’s Rental Assistance Demonstration program; and

WHEREAS for years Susan has advised the FCRHA on the administration of and updates to the Affordable Dwelling Unit and Workforce Dwelling Unit programs, culminating in the recent overhaul of the WDU program guidelines; and

WHEREAS Susan has applied her legal expertise to a broad range of housing matters, from closing countless Community Development Block Grant and HOME Investment Partnership loans to nonprofits to assisting with legal aspects of the FCRHA’s manufactured housing efforts; and

WHEREAS Susan has always paired a tireless commitment to meeting the FCRHA’s core objectives with an open and collaborative manner that has made her a valued member of the FCRHA team; and

WHEREAS, on August 7, 2026, Susan Timoner will complete her distinguished service with the County after twelve years;

NOW THEREFORE BE IT RESOLVED that the Fairfax County Redevelopment and Housing Authority expresses its gratitude to Susan Timoner for her years of dedicated service to the community and to the FCRHA, and wishes her a healthy, happy and prosperous retirement.

Chair Stanton moved to adopt Resolution Number 23-26, which Commissioner Bailey seconded. The motion passed unanimously.

ADMINISTRATIVE ITEM
2.

FCRHA Meeting
July 23, 2026
Page 5

RESOLUTION NUMBER 24-26

Approval of Revisions to the Fairfax County Down Payment Loan Program Using Virginia Housing REACH Funds and Delegation of Certain Loan Administration Terms

BE IT RESOLVED that the Fairfax County Redevelopment and Housing Authority (FCRHA) approves the revisions to the Fairfax County Down Payment Loan Program using Virginia Housing REACH Funds, as presented to the FCRHA on July 23, 2026.

BE IT FURTHER RESOLVED that the FCRHA delegates to any Assistant Secretary the authority to make future similar program revisions, as presented to the FCRHA on July 23, 2026, and to advise the FCRHA when such changes are effectuated.

Commissioner Mondoro moved to adopt Resolution Number 24-26, which Commissioner Bloom seconded. Following brief discussion regarding the program revisions, the motion passed unanimously.

INFORMATION ITEMS

1. Proposal Related to Local Real Estate Tax Exemption for Affordable Housing, for Consideration in the 2027 Fairfax County Legislative Program
2. Fairfax County Redevelopment and Housing Authority (FCRHA) Conrad Egan Excellence Awards Program Nomination Process

Brief discussion on the Proposal Related to Local Real Estate Tax Exemption for Affordable Housing, for Consideration in the 2027 Fairfax County Legislative Program ensued, with Commissioner Cushing noting his support for the proposal.

CLOSED SESSION

Commissioner Cushing moved that the FCRHA go into Closed Session pursuant to Virginia Code Section 2.2-3711(A)(3) for the discussion of the disposition of publicly held real property, where if such discussions occurred in an open meeting the bargaining position or negotiating strategy of the FCRHA would be adversely affected, specifically with regard to 2615 Groveton Street, Alexandria, Virginia, in the Mount Vernon District.

Commissioner Marisch seconded the motion. The motion passed unanimously and the FCRHA went into Closed Session at 7:18 p.m.

FCRHA Meeting
July 23, 2026
Page 6

OPEN SESSION

Commissioner Cushing, in accordance with Virginia Code Section 2.2-3712, moved that the members of the FCRHA certify that to the best of their knowledge only public business matters lawfully exempted from the open meeting requirements prescribed by the Virginia Freedom of Information Act and only matters identified in the motion to convene Closed Session were heard, discussed or considered by the FCRHA. Commissioner Mondoro seconded the motion.

The FCRHA took the following roll call vote:

AYE

NAY

ABSTAIN

Lenore Stanton, Chairman
Staci Alexander
Cynthia Bailey
Steven Bloom
Michael Cushing
Sarah Lennon
Cindy Marisch
Joe Mondoro
Susan Vachal
Paul Zurawski

The motion carried and the Open Meeting resumed at 7:27 p.m.

CLOSED SESSION ITEM

1.

RESOLUTION NUMBER 25-26

Authorization to Enter into a Triple Net Lease Agreement with Pathway Homes, Inc. for the Operation of the Groveton Group Home at 2615 Groveton Street, Alexandria, Virginia (Mount Vernon District)

BE IT RESOLVED that the Fairfax County Redevelopment and Housing Authority (FCRHA) authorizes the execution of a triple net lease agreement between the FCRHA and Pathway Homes, Inc., all consistent with the terms and conditions discussed by the FCRHA in closed session on July 23, 2026; and

BE IT FURTHER RESOLVED, that any Assistant Secretary is hereby authorized, on behalf of the FCRHA, to execute and deliver any agreement or documents and to take such other steps as may be reasonably necessary in connection therewith.

FCRHA Meeting
July 23, 2026
Page 7

Commissioner Zurawski moved to adopt Resolution Number 25-26, which Commissioner Mondoro seconded. The motion passed unanimously.

BOARD MATTERS
See Attachment 1.

ADJOURNMENT
The FCRHA Chairman adjourned the meeting at 7:41 p.m.

Lenore Stanton, Chairman

(Seal)

Thomas Fleetwood, Assistant Secretary

Board Matters

July 23, 2026

Chantilly Library Community Engagement Event

Chair Stanton shared that she attended the Chantilly Library redevelopment kickoff public engagement event early this month. She commended staff on their professionalism, transparency, the format of the event, and encouraged Commissioners to attend future engagement opportunities. Later in the meeting, Commissioner Zurawski and Commissioner Bailey also commended staff on the collaborative format of the event and the quality of the presentation materials.

Memo Regarding The Exchange at Spring Hill Station

Chair Stanton commended staff for sharing a memorandum to Commissioners regarding amendments to the ground leases at The Exchange at Spring Hill Station and noted her appreciation for the transparency.

Consolidated Community Funding Advisory Committee (CCFAC) Update

Commissioner Cushing shared that his term as Chair of the CCFAC is due to expire and that he is willing to serve another two-year term. He requested that two additional Commissioners volunteer to represent the FCRHA on the CCFAC Working Advisory Group (WAG), which Commissioners Mondoro and Vachal agreed to. Commissioner Cushing noted the significance of the CCFAC as it pertains to the FCRHA, stating the committee approves and locks into place HUD funding allocations to the Board of Supervisors (Board).

21st Century ROAD to Housing Act Legislation

Director Fleetwood noted that the 21st Century ROAD to Housing Act has become law. He noted staff are willing to provide a summary to Commissioners of the components of the law which Chair Stanton noted would be helpful.

2025 Rental Housing Complex Analysis Report

Director Fleetwood shared that the Fairfax County Department of Management and Budget (DMB) recently released their 2025 Rental Housing Complex Analysis report which provides data on the County's entire rental unit inventory. He noted the report can be found on the DMB website and that staff are also willing to distribute it directly to Commissioners.

Thank You to Chair Stanton and Commissioner Zurawski

Director Fleetwood thanked Chair Stanton and Commissioner Zurawski for attending the recently held ribbon cutting ceremony for The Lodge at Autumn Willow, located in the Springfield District.

FCRHA 2026 Student Scholarship Ceremony

Director Fleetwood stated that staff would host a brief recognition ceremony for the 2026 FCRHA Student Scholarship recipients at 6:30 p.m., prior to the September 17, 2026, FCRHA Annual Meeting. He encouraged Commissioners to attend the ceremony. More details and reminders will follow closer to the event.

FCRHA Meeting Reminders

Director Fleetwood reminded Commissioners that there are no meetings in August and the next FCRHA Committee of the Whole meeting is scheduled for September 9, 2026. The FCRHA Annual Meeting, which will include the election of officers, is scheduled for September 17, 2026.

FCRHA Agenda Item
September 17, 2026

ACTION – 1

RESOLUTION NUMBER 26-26: Authorization of the Proposed Assignment and Assumption Agreement (Agreement) Regarding FCRHA Olley Glen Limited Partnership (Olley Glen LP) (Braddock District)

ISSUE:

It is requested the Fairfax County Redevelopment and Housing Authority (FCRHA) (i) execute the proposed Agreement, pursuant to which the FCRHA, as General Partner in Olley Glen LP, would consent to the transfer of the limited partnership interests in Olley Glen LP from PNC Multifamily Capital Institutional Fund XL Limited Partnership (Investment Limited Partner) and Columbia Housing SLP Corporation (Special Limited Partner; together, Withdrawing Limited Partners) to the FCRHA Redevelopment and Housing Assistance Corporation (RHAC), provided the RHAC authorizes the same at its annual meeting noticed for September 17, 2026; and (ii) authorize payment of the purchase price by FCRHA as General Partner.

RECOMMENDATION:

It is recommended that the FCRHA authorize execution of the proposed Assignment and Assumption Agreement.

TIMING:

Immediate. The Withdrawing Limited Partners are requesting to close this transaction as soon as possible. The transaction would be effective upon execution of the Assignment and Assumption Agreement.

RELATION TO FCRHA STRATEGIC PLAN:

This action supports the FCRHA Strategic Plan goal to preserve, expand and facilitate affordable housing opportunities in Fairfax County.

BACKGROUND:

In 2008 the FCRHA formed Olley Glen LP to finance the construction and operation of a 90-unit affordable senior housing project.

The FCRHA is the General Partner in Olley Glen LP. In connection with the development of the property, the Withdrawing Limited Partners were allocated low-income housing tax credits (LIHTC) under Section 42 of the Internal Revenue Code. As a condition of financing and to remain eligible for LIHTCs, the project was required to comply with applicable tax credit regulations during a 15-year compliance period. The

project operated in accordance with these restrictions, and the 15-year compliance period has recently expired.

The project remains subject to an extended use regulatory agreement which contains affordability requirements that remain in place for an additional thirty-five (35) years following the expiration of the 15-year tax compliance period. During the term of the extended use regulatory agreement, 12 units shall be limited to individuals earning less than 60% AMI and 78 units shall be limited to individuals earning less than 50% AMI. The property is in good physical condition and is currently 95 percent occupied.

The following is the existing Partnership structure:

Existing Partnership Structure	Existing Interest Percentage
General Partner – FCRHA	00.01
Investment Limited Partner	99.989*
Special Limited Partner	00.001*

* The Second Amended and Restated Limited Partnership Agreement allocates a nominal interest to the Special Limited Partner for certain purposes only.

Earlier this year, the Withdrawing Limited Partners contacted Department of Housing and Community Development (HCD) staff and requested whether the FCRHA would execute the attached Assignment & Assumption Agreement to transfer the Withdrawing Limited Partners' limited partnership interests in Olley Glen LP to another entity in exchange for payment of the purchase price of \$10,000. HCD staff identified RHAC as a suitable entity to assume the Withdrawing Limited Partners' limited partnership interest. The Office of the County Attorney (OCA) and HCD consulted with outside counsel Nixon Peabody concerning the legality of the deal and the proposed purchase price.

Following assignment the new Olley Glen LP structure would be:

New Partnership Structure	New Interest Percentage
General Partner – FCRHA	00.01
Investment Limited Partner -- RHAC	99.989
Special Limited Partner -- RHAC	00.001

STAFF IMPACT:

None.

FISCAL IMPACT:

As noted above, the purchase price is \$10,000 which would be authorized by FCRHA as General Partner. The purchase price represents the value of certain rights the Withdrawing Limited Partners would forego, including without limitation a right to net cash flow distribution in certain circumstances – like sale of the Olley Glen LP's assets. Additionally, the FCRHA's legal fees for outside counsel (Nixon Peabody) are estimated at an additional \$ 750.00, for a total transaction cost of \$10,750.00. These costs will be paid out of the Property's existing cash. The current cash on the Property's Balance Sheet is \$968,072 as of June 2026.

ENCLOSED DOCUMENTS:

Attachment 1: Resolution 26-26
Attachment 2: Assignment and Assumption Agreement

STAFF:

Thomas Fleetwood, Director, Department of Housing and Community Development (HCD)
Amy Ginger, Deputy Director, Operations, HCD
Margaret Johnson, Division Director, Rental Housing, HCD

ASSIGNED COUNSEL:

Tyler Prout, Assistant County Attorney

RESOLUTION NUMBER 26-26

Authorization of the Proposed Assignment and Assumption Agreement
(Agreement) Regarding FCRHA Olley Glen Limited Partnership (Olley Glen LP)
(Braddock District)

BE IT RESOLVED that the Fairfax County Redevelopment and Housing Authority (FCRHA) authorizes the purchase of the limited partnership interests in FCRHA Olley Glen Limited Partnership (“Olley Glen LP”), as presented to the FCRHA at its meeting on September 17, 2026, and

BE IT FURTHER RESOLVED that the FCRHA authorizes the execution, in its capacity as general partner of Olley Glen LP, of the proposed Agreement, transferring the limited partnership interest from PNC Multifamily Capital Institutional Fund XL Limited Partnership (the “Investment Limited Partner”), and Columbia Housing SLP Corporation (the “Special Limited Partner”) (together the “Withdrawing Limited Partners”) to the Redevelopment and Housing Assistance Corporation (“RHAC”), in substantially the form attached to the item presented to the FCRHA; and

BE IT FURTHER RESOLVED that the FCRHA authorizes in its capacity as general partner, payment of the purchase price as presented to the FCRHA at its meeting on September 17, 2026; and

BE IT FURTHER RESOLVED that the FCRHA further consents to the proposed transaction in its capacity as a lender to Olley Glen LP; and

BE IT FURTHER RESOVLED that the FCRHA authorizes any Assistant Secretary to execute and deliver the Agreement and further authorizes staff to take such other steps as may be reasonably necessary to effectuate the purposes of the Agreement.

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the “Agreement”) is entered into effective as of the Effective Date (as defined below) by and among **FCRHA OLLEY GLEN LP**, a Virginia limited partnership (the “Partnership”), **FAIRFAX COUNTY REDEVELOPMENT AND HOUSING AUTHORITY**, a political subdivision of the Commonwealth of Virginia (the “General Partner”), **PNC MULTIFAMILY CAPITAL INSTITUTIONAL FUND XL LIMITED PARTNERSHIP**, a Delaware limited partnership (the “Investment Limited Partner”), **COLUMBIA HOUSING SLP CORPORATION**, an Oregon corporation (the “Special Limited Partner” and together with the Investment Limited Partner, the “Withdrawing Limited Partners”) and _____ (the “Incoming Limited Partner”).

RECITALS

A. The Partnership is governed by its Second Amended and Restated Agreement of Limited Partnership of the Partnership dated as of April 26, 2008, as may have been amended from time to time prior to the date hereof (the “Partnership Agreement”), pursuant to which the General Partner is the sole general partner of the Partnership and the Withdrawing Limited Partners are each of the limited partners of the Partnership.

B. The Partnership was formed to construct, own and operate that certain 90-unit low-income housing project located in Fairfax, Virginia (the “Project”). The Project is encumbered by a series of mortgage loans from the General Partner with an outstanding collective principal and accrued interest indebtedness of approximately \$18,700,465 (“Mortgage Indebtedness”).

C. The Withdrawing Limited Partners have been allocated by the Partnership certain federal income tax benefits, including, without limitation, low-income housing tax credits (the “Tax Credits”) under Section 42 of the Internal Revenue Code (the “Code”).

D. The Withdrawing Limited Partners intend to transfer and convey all of their right, title and interest in and to the Partnership as limited partners thereto to the Incoming Limited Partner and the Incoming Limited Partner intends to acquire the Partnership Interest (defined below).

E. The Withdrawing Limited Partners would not enter into this Agreement but for the representations, warranties and covenants of the parties as set forth herein.

NOW THEREFORE, in consideration of the foregoing recitals, the undertaking of the parties set forth herein, and other consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. **Assignment and Assumption**. Except as otherwise provided in this Agreement, the Withdrawing Limited Partners hereby sell, transfer, convey and assign to the Incoming Limited Partner, effective upon satisfaction of the conditions set forth in Section 4, all of their right, title and interest in the Partnership and all of their rights under the Partnership Agreement, including without limitation, (i) all rights of the Withdrawing Limited Partners to receive monies, fees, distributions and other property

or assets due and/or to become due to the Withdrawing Limited Partners under the Partnership Agreement and all other Project Documents, and (ii) all rights of the Withdrawing Limited Partners to compel performance, vote or otherwise exercise all remedies under the Partnership Agreement and other Project Documents (collectively, the “Partnership Interest”). The Incoming Limited Partner hereby acquires the Partnership Interest effective as of the Effective Date and hereby assumes all obligations of the Withdrawing Limited Partners under the Partnership Agreement and related documents from and after the Effective Date.

2. **Price and Payment.** No later than the Effective Date, the Incoming Limited Partner shall pay or cause to be paid to the Withdrawing Limited Partners the amount of \$10,000 (the “Purchase Price”) in accordance with instructions to be provided by the Withdrawing Limited Partners. The payment of the Purchase Price, together with other agreements and covenants of the Incoming Limited Partner, the General Partner and the Partnership set forth herein, including but not limited to the agreement to indemnify and hold the Withdrawing Limited Partners harmless from the Mortgage Indebtedness and all other liabilities of the Partnership, shall constitute payment in full for the Partnership Interest.

3. **Withdrawal and Admittance.** The Withdrawing Limited Partners hereby withdraw from the Partnership and the Incoming Limited Partner is hereby admitted into the Partnership effective on the Effective Date. Except as provided herein, from and after the Effective Date neither the Withdrawing Limited Partners nor their respective affiliates, members, directors, officers, employees, designees assignees or beneficiaries shall have any right to any distributions, allocations or other payments or benefits from the Partnership or its partners nor shall they have the right to the return of any capital contributions or advances. The execution hereof shall constitute the consent of the Partnership and each of the Partners to the assignment of the Partnership Interest to the Incoming Limited Partner, the admittance of the Incoming Limited Partner and the withdrawal by the Withdrawing Limited Partners.

4. **Effective Date; Closing Conditions.** Subject to the conditions set forth in this Section 4 and each of the other conditions set forth in this Agreement, this Agreement shall be effective as of _____, 2026 (the “Effective Date”). Notwithstanding the signature of the Withdrawing Limited Partners below, this Agreement shall not be effective or enforceable until the latest of: (a) receipt by the Withdrawing Limited Partners of the Purchase Price; and (b) receipt by the Partnership, General Partner, Withdrawing Limited Partners and Incoming Limited Partner of PDF copies of executed signatures by each of the parties to this Agreement. In the event that the above conditions to closing do not occur for any reason on or before _____, 2026, this Agreement shall be null and void and nothing contained herein shall constitute a waiver or defense of any duty or obligation by any party under the Partnership Agreement or under any of the Project Documents.

5. **Mutual Release and Discharge.** Except as otherwise provided herein, (a) each of the Partnership, General Partner and Incoming Limited Partner hereby release and forever discharge the Withdrawing Limited Partners and each of their respective past and future partners (general or limited), shareholders, affiliates, members, directors, officers, employees, designees, assignees and beneficiaries, and (b) the Withdrawing Limited Partners hereby release and forever discharge the Partnership, General Partner and Incoming Limited Partner and each of their respective past and future partners (general or limited), shareholders, affiliates, members, directors, officers, employees, designees, assignees and

beneficiaries from any and all claims, demands, damages, losses, liabilities, actions, causes of action, or suits of any kind or nature whatsoever, arising from or relating in any way to (i) the Partnership and the ownership, operation and activities thereof of the Partnership and the Project, (ii) the Partnership Agreement and each of the other documents executed in connection with the Partnership Agreement (other than the survival of the Recapture Provisions of the Partnership Agreement described in Section 8 of this Agreement), (iii) any advances, capital contributions or loans made to the Partnership; provided, however, that each party remains responsible for any claims, demands, actions, losses, or damages arising or resulting from the terms and conditions of this Agreement. Each party represents that it has not assigned or transferred any claim that is the subject of the release in the preceding sentence.

6. Representations, Warranties and Covenants of Partnership, General Partner and Incoming Limited Partner; Indemnification.

6.1 Representations, Warranties and Covenants. The Partnership, General Partner and Incoming Limited Partner each represent, warrant and covenant to the Withdrawing Limited Partners as follows:

6.1.1 It is duly organized, validly existing and in good standing under the laws of the Commonwealth of Virginia and has the right, power, legal capacity and authority to execute and enter into this Agreement and to execute all other documents and perform all other acts as may be necessary in connection with the performance of this Agreement.

6.1.2 The execution, delivery and performance of this Agreement does not and will not contravene or conflict with any law, order, rule, regulation, writ, injunction or decree now in effect of any government, governmental instrumentality or court or tribunal having jurisdiction over it, or any contractual restriction binding on or affecting it or any facts or circumstances of any kind or nature whatsoever of which it is aware that could in any way impair or prevent it from performing its obligations under this Agreement.

6.1.3 It has made such investigation of the facts pertaining to this Agreement, and all of the matters pertaining thereto, as it deems necessary and has received independent tax and legal advice from attorneys of its choice with respect to the advisability of executing this Agreement.

6.1.4 Except as expressly provided herein, no person has made any statement or representation to it regarding any fact relied upon by it in entering into this Agreement and it specifically does not rely upon any statement, representation, or promise of any other person in executing this Agreement.

6.1.5 On or before January 31, 2027, the General Partner shall cause to be prepared and delivered to the Partnership's accountant all information reasonably required by the accountant to timely prepare the Partnership's final federal, state and local tax returns for 2026, including but not limited to a year-end trial balance and general ledger for the Partnership and, on or before February 28, 2027, the General Partner shall cause to be prepared and delivered to the Withdrawing Limited Partners, at no expense to the Withdrawing Limited Partners, the Partnership's federal, state and local tax returns for 2026 and all accompanying schedules and account work papers, which must include the final Schedule K-1 of the Withdrawing Limited Partners. The General Partner

shall not file such 2026 tax return until the Withdrawing Limited Partners shall have approved the specific documents for filing. In addition, and not in limitation of Withdrawing Limited Partners' remedies under this Agreement, if the General Partner shall fail to provide the requested documents or information to the Withdrawing Limited Partners within the required time hereunder, then the General Partner shall pay to the Withdrawing Limited Partners upon written demand the amount of One Hundred Dollars (\$100) per day until all of the requested documents or information is delivered to the Withdrawing Limited Partners.

6.1.6 Without the prior written consent of the Withdrawing Limited Partners (not to be unreasonably withheld, conditioned or delayed), the Partnership will not file (or cause or permit any other person or entity to file) any amended tax return of the Partnership relating to any period prior to the Effective Date.

6.1.7 The Incoming Limited Partner is acquiring the Partnership Interest for its own account, for investment, and not with a view toward the resale or distribution thereof in violation of applicable securities laws.

6.1.8 The Incoming Limited Partner understands that the Partnership Interest is not registered under the Securities Act of 1933, as amended ("Securities Act"), or any applicable state securities laws, and may not be resold unless subsequently registered under the Securities Act and such other laws unless an exemption from such registration is available. It understands and agrees that, subject to the terms and conditions contained in the Partnership Agreement, it may only pledge, transfer, convey or otherwise dispose of any of the Partnership Interest in compliance with the Securities Act and applicable state securities laws as then in effect.

6.1.9 It is not a "foreign person" or a "foreign partnership" or a "foreign corporation," as those terms are defined in Section 7701 of the Code.

6.1.10 The Incoming Limited Partner has the ability to bear the economic risks of the investment in the Partnership Interest for an indefinite period of time. It further acknowledges that it has reviewed the Partnership Agreement and has had the opportunity to ask questions of, and receive answers from the General Partner with respect to the Partnership Interest and the business and financial condition of the Partnership and to obtain additional information necessary to verify such information. Except as expressly provided herein, neither the Withdrawing Limited Partners nor any of their partners, employees, officers or agents have made any statements or representations to the Incoming Limited Partner or any of its employees, members, partners, agents or affiliates, relied upon by the Incoming Limited Partner in executing this Agreement.

6.1.11 The Incoming Limited Partner has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of its investment in the Partnership Interest. It further represents that it is an "accredited investor" as such term is defined in Rule 501 under the Securities Act and is a "qualified purchaser" as such term is defined in Section 2(a)(51) of the Investment Company Act.

6.1.12 No state, county, city or other local transfer tax or similar tax will arise, accrue or be payable by any partner (including the Withdrawing Limited Partners) of the Partnership or

the Partnership as a result of any of the transactions contemplated by this Agreement, including but not limited to the sale of the Partnership Interest to the Incoming Limited Partner.

6.1.13 The Incoming Limited Partner is aware of and is acquiring the Partnership Interest with full knowledge of each of the regulatory restrictions that encumber the Project, including but not limited to those imposed by Section 42 of the Code, and the Project shall continue to satisfy the income limitations and rent restrictions imposed by Section 42 of the Code, Virginia Housing (the “Tax Credit Agency”) and all applicable regulatory agreements.

6.1.14 Notwithstanding anything contained in this Agreement to the contrary, the parties hereto acknowledge and agree that prior to the Effective Date, the Partnership, General Partner and/or Incoming Limited Partner must obtain all approvals and/or consents (the “Approvals”), both on their behalf and on behalf of Withdrawing Limited Partners, that are or may be deemed to be necessary to effectuate the transaction contemplated herein (including any required approval of the Tax Credit Agency, and any other lenders or governmental agencies) and shall pay all costs and fees associated with obtaining such Approvals, and the Withdrawing Limited Partners shall have no liability to the Partnership, General Partner or Incoming Limited Partner for the failure to obtain such Approvals.

6.1.15 It has no knowledge of any event or circumstance that reasonably could be expected to result in recapture of any of the Tax Credits.

6.1.16 It has no knowledge of any purchase option, right of first refusal or similar agreement pursuant to which any party has the right to acquire all or any part of the Project or Partnership Interest other than as set forth in that certain Right of First Refusal Agreement dated as of August 1, 2008 (the “ROFR”).

6.1.17 Neither the General Partner nor any of its affiliates or partners have any current agreement (whether written or verbal) to sell, exchange, lease (other than lease of dwelling units to individual tenants), exchange, mortgage, pledge or otherwise transfer all or any portion of any interests of the Partnership and/or General Partner, the Project, or any of the other assets of the Partnership.

6.1.18 It shall promptly notify the Withdrawing Limited Partners upon learning of any breach or violation of any of the provisions of this Agreement and, as of the Effective Date, it has no knowledge of any existing or threatened IRS audit or inquiry of the Partnership or any other violation of or default under the Partnership Agreement.

6.2 Indemnification. The Partnership, General Partner and Incoming Limited Partner shall jointly and severally indemnify, defend and hold harmless the Withdrawing Limited Partners and their past and future partners (general or limited), shareholders, affiliates, members, directors, officers, employees, assignees and beneficiaries (the “PNC Entities”) from and against, and shall upon demand reimburse the PNC Entities for any and all losses, claims, liabilities, damages, injunctive relief, injuries to person, property or natural resources, costs, actions or causes of action, fines, penalties, judgments, taxes, charges, assessments, damages (including consequential damages suffered by a third party claimant), costs and expenses (including reasonable attorneys’ fees and expenses), of every kind and nature whatsoever, whether direct or indirect, realized, suffered or incurred by or imposed upon the PNC Entities arising in whole or in part from: (i) the breach of any of the representations, warranties or

covenants of this Section 6; (ii) the Partnership's or General Partner's failure to pay and discharge all obligations and liabilities of the Partnership, whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, and whether due or to become due, or any claim made by any creditor of the Partnership or the General Partner seeking to hold the Withdrawing Limited Partners liable for any amounts owed by the Partnership or the General Partner, including but not limited to any claim that would require the Withdrawing Limited Partners to repay or return all or any part of the Purchase Price; (iii) the development, ownership, operation or activities of the General Partner, Partnership or Project, whether accruing prior to, or on or after, the Effective Date; (iv) any act or failure to act of the General Partner, Incoming Limited Partner, or the Partnership with respect to the Project or Partnership, whether occurring prior to, or on or after, the Effective Date; (v) the failure of the General Partner or Partnership to pay any state, city, county or other local transfer tax or similar tax that arises as a result of any of the transactions contemplated by this Agreement; and (vi) the failure to obtain the Approvals.

7. Representations, Warranties and Covenants of Withdrawing Limited Partners; Indemnification.

7.1 Representations, Warranties and Covenants. The Withdrawing Limited Partners represent, warrant and covenant to the Partnership, the General Partner and Incoming Limited Partner as follows:

7.1.1 The Investment Limited Partner is duly organized, validly existing and in good standing under the laws of the State of Delaware, the Special Limited Partner is duly organized, validly existing and in good standing under the laws of the State of Oregon, each has the right, power, legal capacity and authority to execute and enter into this Agreement, having received all consents from its affiliates needed in connection with the transaction contemplated by this Agreement, and to execute all other documents and perform all other acts as may be necessary in connection with the performance of this Agreement, and each has the full power, capacity and authority, and the unrestricted right to convey, transfer and assign the Partnership Interest pursuant hereto, other than restrictions that may be imposed by the Tax Credit Agency, the ROFR, any secured or mortgaged loan indebtedness encumbering the Project and recorded regulatory or similar agreements.

7.1.2 The execution, delivery and performance of this Agreement by the Withdrawing Limited Partners does not and will not contravene or conflict with any law, order, rule, regulation, writ, injunction or decree now in effect of any government, governmental instrumentality or court or tribunal having jurisdiction over them, or any contractual restriction binding on or affecting them or any facts or circumstances of any kind or nature whatsoever of which they are aware that could in any way impair or prevent them from performing their obligations under this Agreement.

7.1.3 Each owns its Partnership Interest free and clear of all mortgages, pledges, liens, security interests, claims, covenants or any other restrictions (other than restrictions that may be imposed by the Tax Credit Agency, the ROFR, any secured or mortgaged loan indebtedness encumbering the Project and recorded regulatory or similar agreements).

7.1.4 The Withdrawing Limited Partners shall promptly notify the Incoming Limited Partner of any breach or violation of any of the provisions of this Section 7.

7.2 **Indemnification.** The Withdrawing Limited Partners shall indemnify, defend and hold harmless the General Partner and Incoming Limited Partner and their respective past and future partners (general or limited), shareholders, affiliates, members, directors, officers, employees, assignees and beneficiaries (the “Continuing Partner Entities”) from and against, and shall upon demand reimburse such parties for any and all losses, claims, liabilities, damages, injunctive relief, injuries to person, property or natural resources, costs, actions or causes of action, fines, penalties, judgments, taxes, charges, assessments, damages (including consequential damages suffered by a third party claimant), costs and expenses (including reasonable attorneys’ fees and expenses), of every kind and nature whatsoever, whether direct or indirect, realized, suffered or incurred by or imposed upon any of the Continuing Partner Entities arising in whole or in part from the breach of any of the representations, warranties or covenants of this Section 7.

8. **Continuing Tax Credit Recapture Liability.** Notwithstanding (a) the execution of this Agreement, (b) the withdrawal of the Withdrawing Limited Partners from the Partnership, and/or (c) any future dissolution or termination of the Partnership, the provisions of Section 3.5 of the Partnership Agreement and any ancillary or related provisions of the Partnership Agreement that may be necessary to interpret or enforce the provisions of Section 3.5 (collectively, the “Recapture Provisions”) shall survive and remain fully enforceable by the Withdrawing Limited Partners (their successors, assigns, partners, members and/or shareholders) against the General Partner and their successors, assigns, principals and shareholders for so long as the IRS may be legally permitted to assess tax liability against the Withdrawing Limited Partners (their successors, assigns, partners, members and/or shareholders) in connection with a Tax Credit recapture; provided, however, that in lieu of the General Partner’s obligation to make a Capital Contribution to the Partnership in the amount of the entire Adjustment Amount, as required under Section 3.5(c) of the Partnership Agreement, the General Partner shall be liable to pay such Adjustment Amount directly to the Withdrawing Limited Partners from their own funds as a guaranteed payment, without right of reimbursement or capital account credit. The Recapture Provisions, as amended hereby, are hereby incorporated as a part of this Agreement.

9. **Reports and Notices; Record Retention and Review.**

9.1 **Reports and Notices.** The General Partner shall promptly notify the Withdrawing Limited Partners in writing of any event or circumstance which might reasonably result in a Tax Credit recapture and, without limitation, shall promptly deliver to the Withdrawing Limited Partners copies of: (i) all notices, reports, inquiries, correspondence and other documents delivered to, or received from the Tax Credit Agency with respect to matters of Tax Credit compliance; and (ii) any letter or notice of audit, inquiry or investigation from the IRS or other regulatory or governmental body which pertains to matters of Tax Credit compliance, and copies of all subsequent correspondence with respect to such audit, inquiry or investigation.

9.2 **Record Retention and Review.** The Partnership, and in the event of the dissolution of the Partnership, the General Partner, shall retain all Tax Credit compliance records as may be required by the Tax Credit Agency and Section 42 of the Code for the longer of the periods required by the Tax Credit Agency and the Code. Specifically and without limitation, (i) the records described in Treasury Regulation 1.42-5(b)(1) shall be retained for at least six (6) years after the due date (with extensions) for filing the federal income tax return for the year to which such records relate, and (ii) the records for the first year of the credit period shall be retained for at least six (6) years beyond the due

date (with extensions) for filing the federal income tax return for the last year of the compliance period for each Project building. Upon reasonable notice to the Partnership and General Partner, the Withdrawing Limited Partners, at their sole cost and expense, shall have the right to review and obtain copies of all such records, together with any other books and records relating to the operation of the Partnership or the Project prior to the Effective Date which are in the possession or control of the Partnership or General Partner.

10. **Right of First Negotiation.** It is the intent of the parties hereto that if the Partnership, General Partner, Incoming Limited Partner, or any of their respective affiliates or designees (the “Obligated Parties”) receive from the Tax Credit Agency a new reservation of low-income housing tax credits with respect to the Project (the “Resyndicated Project”) then the Obligated Parties shall provide notice of such Resyndicated Project to the PNC Entities or their designee and shall give them the opportunity to submit a bid to acquire a majority limited partner (or member) interest (an “Investor Interest”) in the entity that will own the Resyndicated Project. Notwithstanding such, the parties hereto acknowledge and agree that the obligation to provide notice of the Resyndicated Project and to accept a bid from the PNC Entities shall not be exclusive and the Obligated Parties may seek out bids from other parties as well and may accept or deny the bid from the PNC Entities in their sole discretion; provided, however, to the extent it does not violate any state or federal procurement laws, the PNC Entities shall also be provided the right to acquire the Investor Interest in the Resyndicated Project on the same material terms and conditions (e.g. dollar amount per credit, timing of pay in, guaranty requirements and fees, at a minimum) as those set forth in the best single offer received by the Obligated Parties (the “Best Terms”). The PNC Entities shall then have 15 days from receipt of such written notice of the Best Terms (the “Exercise Period”) to notify the Obligated Parties in writing of their intent to cause a PNC affiliate to acquire the Investor Interest based upon the Best Terms. If the PNC Entities provide such written notice to the Obligated Parties within the specified timeframe, then the PNC affiliate and the Obligated Parties shall work exclusively and in good faith with the other party to finalize terms and the Obligated Parties shall not solicit other offers for this investment until such time as either party, each in their reasonable discretion, are not able to reach an agreement on mutually agreeable terms and either party, in its sole discretion, terminates negotiations. Notwithstanding anything to the contrary contained in this paragraph, the parties hereto acknowledge and agree that the Obligated Parties shall have no obligation or duty to seek out a new allocation of low-income housing tax credits with respect to the Project and this paragraph shall be applicable only if, by their own choice, the Obligated Parties seek out and receive a new allocation of tax credits.

11. **Miscellaneous.**

11.1 **Costs and Attorney Fees.** The Partnership, General Partner and Incoming Limited Partner agree to reimburse the Withdrawing Limited Partners for all reasonable costs and expenses, including attorney fees, which the Withdrawing Limited Partners hereunder may incur (a) in the collection of any amounts owing under this Agreement, and/or (b) for the enforcement of this Agreement or any term, agreement, covenant, provision, obligation, or duty arising hereunder. In the event of litigation or other proceeding in connection with this Agreement, the prevailing party shall be entitled, in addition to all other sums and relief, to reasonable attorney fees, costs, disbursements, including all such fees, costs, and disbursements incurred both at and in preparation for trial and any appeal or review, said amount to be set by the courts before which the matter is heard. Except as provided above, each party shall bear its own accounting, attorneys and other fees and costs.

11.2 Notices. All notices, demands or other communications hereunder shall be in writing and shall be deemed to have been given when the same are (i) delivered to a nationally recognized overnight courier service, service prepaid, which requires written acknowledgement of receipt, (ii) when delivered personally and signed by an authorized signatory, in each case, to the parties at the addresses set forth below or at such other addresses as such parties may designate by notice to other parties, or (iii) by email, with confirmation immediately followed by certified or registered mail, postage prepaid, in each case at the applicable addresses set forth below:

If to the

Withdrawing Limited Partners: PNC MultiFamily Capital Institutional Fund XL LP
and Columbia Housing SLP Corporation
c/o PNC Real Estate
Attention: Ashlie M. Johnson
Portland – Fox Tower
805 SW Broadway, Suite 2200
Mailstop: Y7-YFTP-22-1
Portland, OR 97205-3339

With a copy to:

Bateman Seidel, P.C.
Attn: Chris Campbell
1000 SW Broadway, Suite 1910
Portland, Oregon 97205

If to the Partnership:

FCRHA Olley Glen LP
Attn: _____
12000 Government Center Parkway
Fairfax, VA 22035

If to the General Partner:

Fairfax County Redevelopment
and Housing Authority
Attn: _____
12000 Government Center Parkway
Fairfax, VA 22035

If to the Incoming Limited Partner:

Attn: _____
12000 Government Center Parkway
Fairfax, VA 22035

Each with a copy to:

Attn: _____

11.3 Entire Agreement. This Agreement constitutes the entire agreement among the parties and supersedes any prior agreement or understanding among them respecting the subject matter of this Agreement.

11.4 Consents and Approvals. Under any circumstance in which a provision of this Agreement requires or otherwise contemplates the approval, consent, election, requirement or determination of a Withdrawing Limited Partner with respect to any matter, except as otherwise expressly set forth herein, such approval, consent, election, requirement or determination shall be at the sole and absolute discretion of the Withdrawing Limited Partners, and shall be effective only if given or made in writing, unless otherwise expressly provided to the contrary in this Agreement.

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

11.6 Saving Clause. If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, neither the remainder of this Agreement, nor the application of such provision to persons or circumstances other than those as to which it is held invalid shall be affected thereby.

11.7 Pronouns and Plurals. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular, or plural as the identity of the person or persons may require.

11.8 Binding Agreement. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto, their successors, heirs, legatees, devisees, assigns, legal representatives, and personal representatives, except as otherwise provided herein. Provided, the General Partner, Incoming Limited Partner and Partnership shall not be permitted to assign any of its obligations or delegate any of its duties under this Agreement without the prior written consent of the Withdrawing Limited Partners.

11.9 Counterparts. This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement, binding on all the parties hereto, even though all parties are not signatory to the original or the same counterpart. Any counterpart which has attached to it separate signature pages, which altogether contain the signatures of all parties whose signature thereon are required, shall for all purposes be deemed a fully executed instrument.

11.10 Defined Terms. Terms not otherwise defined in this Agreement shall have the meaning set forth in the Partnership Agreement.

11.11 Additional Documents. The Partnership, General Partner, Withdrawing Limited Partners and Incoming Limited Partner, at the Effective Date, or at any time or from time to time thereafter, upon request of either party, shall execute such additional instruments, documents or certificates as any party deems reasonably necessary to convey, assign and transfer the interest to the Incoming Limited Partner hereunder.

11.12 No Broker. The Partnership, General Partner, Withdrawing Limited Partners and Incoming Limited Partner each hereby represent and warrant to the other that neither has dealt with any

broker or finder in connection with the transaction contemplated hereby. The Partnership, General Partner, Withdrawing Limited Partners and Incoming Limited Partner each hereby agree to indemnify, defend and hold the other harmless from any and all manner of claims, liabilities, loss, damage, attorneys' fees and expenses, incurred by either party and arising out of, or resulting from, any claim by any broker or finder in contravention of its representation and warranty herein contained.

11.13 Time of Essence. Time is of the essence with respect to all obligations of the parties under this Agreement.

11.14 Electronic or Facsimile Signatures. This Agreement may be executed by the use of electronic or facsimile signatures, and all such signatures shall be deemed to be original signatures for all purposes.

11.15 Governing Law, Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. Each of the undersigned irrevocably (i) agrees that any suit, action or other legal proceeding arising out of this Agreement or any of the transactions contemplated hereby shall be brought in the courts of either the Commonwealth of Virginia or the Commonwealth of Pennsylvania; (ii) consents to the jurisdiction of each such court in any suit, action, or proceeding; and (iii) waives any objection which he or it may have to the laying of venue of any such suit, action or proceeding in each of such courts. Each of the undersigned expressly agrees that the right to remove any suit, action or other legal proceedings arising out of this Agreement or any of the transactions contemplated hereby to federal court has not been waived. Each of the undersigned agrees that the venue provided above is the most convenient forum for both parties. Each of the undersigned waives any objection to venue and any objection based on a more convenient forum in any action instituted under this Agreement.

[SIGNATURE PAGES TO FOLLOW]

[SIGNATURE PAGE 1 OF 2]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the Effective Date, and declare under penalty of perjury that they have examined the foregoing, and, to the best of their knowledge and belief, it is true, correct and complete.

WITHDRAWING LIMITED PARTNERS:

**PNC MULTIFAMILY CAPITAL INSTITUTIONAL
FUND XL LIMITED PARTNERSHIP,**
a Delaware limited partnership

By: **PNC MultiFamily Capital Fund XL MM,
LLC**, its general partner

By: _____
Ashlie M. Johnson,
Senior Vice President

COLUMBIA HOUSING SLP CORPORATION,
an Oregon corporation

By: _____
Ashlie M. Johnson,
Senior Vice President

[SIGNATURE PAGE 2 OF 2]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the Effective Date, and declare under penalty of perjury that they have examined the foregoing, and, to the best of their knowledge and belief, it is true, correct and complete.

PARTNERSHIP:

FCRHA OLLEY GLEN LP, a Virginia limited partnership

By: **Fairfax County Redevelopment and Housing Authority**, its general partner

By: _____
Name: _____
Title: _____

GENERAL PARTNER:

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

By: _____
Name: _____
Title: _____

INCOMING LIMITED PARTNER:

By: _____
Name: _____
Title: _____

FCRHA Agenda Item
September 17, 2026

ADMINISTRATIVE – 1

RESOLUTION NUMBER 27-26: Approval of Revisions to the Housing Choice Voucher Program Administrative Plan, Chapter 6

ISSUE:

The purpose of this Item is to request approval from the Fairfax County Redevelopment and Housing Authority (FCRHA) to revise select policies in Chapter 6 – Income and Subsidy Determinations, of its Housing Choice Voucher (HCV) Program Administrative Plan (HCV Administrative Plan). Approval of the policy revisions is within the FCRHA's discretion as outlined in the U.S. Department of Housing and Urban Development (HUD) regulations.

RECOMMENDATION:

That the FCRHA approve the proposed revisions to the HCV Administrative Plan.

TIMING:

Immediate.

RELATION TO FCRHA STRATEGIC PLAN:

The proposed action directly supports the FCRHA's mission, and the annual goals set forth in the FCRHA's Strategic Plan.

BACKGROUND:

The rules and regulations that direct how the FCRHA administers the HCV program are outlined in the HCV Administrative Plan, which is required by HUD. The HCV Administrative Plan is updated on a regular basis to reflect changes in statutes and regulations as well as to ensure consistency in operations.

Updates to Chapter 6 are required to reflect changes authorized by HUD in the Fiscal Year 2027 FCRHA Moving to Work (MTW) Plan regarding the implementation of payment standards. Other proposed updates are to clarify language and processes for the administration of the HCV program.

UPDATES TO CHAPTER 6:

Staff initiated a review of Chapter 6 of the HCV Administrative Plan and recommend the following changes for FCRHA approval:

FCRHA Agenda Item
September 17, 2026

New Proposed Policy

Attachment 2 includes one new proposed policy, summarized as follows:

- Applying Payment Standards (*Chapter 6, Section 6-III.C., Reasonable Accommodation*) – The new proposed policy outlines how exception payment standards required for a reasonable accommodation will be applied.

Proposed Changes to Existing Policies

The following draft changes to existing policies are listed in detail in Attachment 3 and summarized as follows:

- Assets (*Chapter 6, Section 6-I.L., Minimum Threshold*) – The proposed policy updates language to include guidance on assets placed by a family in nonrevocable trusts.
- Health and Medical Care Expenses Deduction (*Chapter 6, Section 6-II.D., Definition of Medical Expenses*) – The proposed policy updates language to include guidance on the management and disposition of household verification documentation.
- Applying Payment Standards (*Chapter 6, Section 6-III.C., Decreases*) – The proposed policy updates language to reflect how payment standard decreases may be applied to MTW households.

Proposed Other (Non-Substantive) Changes

These changes are intended to clarify and update language and are listed in Attachment 4.

- Household Composition and Income (*Chapter 6, Section 6-I.B., Family Members Permanently Confined for Medical Reasons; Chapter 6, Section 6-I.B., Joint Custody of Dependents*) – The proposed revisions update language to reflect current practices.
- Earned Income Disallowance for Persons With Disabilities (*Chapter 6, Section 6-I.E.*) – Policies were removed as a result of the HUD Earned Income Disallowance (EID) program sunset on January 1, 2026.
- Student Financial Assistance (*Chapter 6, Section 6-I.F., Calculating Income from Student Financial Assistance*) – The proposed policy updates language regarding student financial assistance under Title IV of the Higher Education Act to reflect current practices.
- Disability Assistance Expenses Deduction (*Chapter 6, Section 6-II.E., Eligible Disability Expenses, Eligible Attendant Care*) – The proposed policy updates language to include examples for eligible expenses.
- Overview of Rent and Subsidy Calculations (*Chapter 6, Section 6-III.A, TTP Formula; Chapter 6, Section 6-III.A, Family Share*) – The proposed changes update language to reflect current practices for MTW households.
- Financial Hardships Affecting Minimum Rent (*Chapter 6, Section 6-III.B., Determination of Hardship*) – The proposed policy updates language to reflect current practices.

FCRHA Agenda Item
September 17, 2026

- Applying Payment Standards (Chapter 6, Section 6-III.C., Increases) – The proposed policy updates language to reflect current practices.

STAFF IMPACT:

Staff spent significant time revising policies in the HCV Administrative Plan.

FISCAL IMPACT:

None.

ENCLOSED DOCUMENTS:

- | | |
|---------------|---|
| Attachment 1: | Resolution Number 27-26 |
| Attachment 2: | New Proposed Policy to be Incorporated into the Housing Choice Voucher (HCV) Administrative Plan, Chapter 6 |
| Attachment 3: | Summary of Proposed Policy Changes to the Housing Choice Voucher (HCV) Administrative Plan, Chapter 6 |
| Attachment 4: | Summary of Other (Non-Substantive) Changes to the Housing Choice Voucher (HCV) Administrative Plan, Chapter 6 |

STAFF:

Thomas Fleetwood, Director, Department of Housing and Community Development (HCD)

Amy Ginger, Deputy Director, Operations, HCD

Steven Durham, Director, Rental Assistance, HCD

Linda Hoffman, Director, Policy and Communications (P&C), HCD

Brandy Thompson, Associate Director of Policy, P&C, HCD

Nathaniel Strathearn, Policy and Program Analyst, P&C, HCD

ASSIGNED COUNSEL:

Richard Dzubin, Office of the County Attorney

RESOLUTION NUMBER 27-26

Approval of Revisions to the Housing Choice Voucher Program Administrative Plan,
Chapter 6

BE IT RESOLVED that the Fairfax County Redevelopment and Housing Authority (FCRHA) approves the revisions to its Housing Choice Voucher Program Administrative Plan, Chapter 6, as presented to the FCRHA on September 17, 2026.

New Proposed Policy to be Incorporated into the Housing Choice Voucher (HCV) Administrative Plan, Chapter 6	
Reference or New Section/Title	Proposed Policy
6-III.C. APPLYING PAYMENT STANDARDS Reasonable Accommodation [24 CFR 982.503(d)(5)]	<u>FCRHA Policy</u> For MTW Households, exception payment standards required for a reasonable accommodation are based on the FCRHA's local payment standards (known as RealMarket Payment Standards) in lieu of the SAFMR or FMR. Exception payment standards requested at 120 percent or more of the RealMarket Payment Standard amount require HUD approval. (Reference MTW Activity 2019-1). For Non-MTW Households, exception payment standards required for a reasonable accommodation are based on SAFMR. Exception payment standards requested at 120 percent or more of the SAFMR amount require HUD approval.

Summary of Proposed Policy Changes to the Housing Choice Voucher (HCV) Administrative Plan, Chapter 6			
Proposed Revision	Reference	Current Policy	Proposed Policy
<i>Updates language on guidance for assets in nonrevocable trusts</i>	6-I.L. ASSETS [24 CFR 5.609(b)(3); 24 CFR 5.603(b)] Minimum Threshold	<u>FCRHA Policy</u> The FCRHA will not include the value of assets disposed of for less than fair market value unless the cumulative fair market value of all assets disposed of during the past two years exceeds the gross amount received for the assets by more than \$1,000. When the two-year period expires, the income assigned to the disposed asset(s) also expires. If the two-year period ends between regularly scheduled reexaminations, the family may request an interim recertification to eliminate consideration of the asset(s).	<u>FCRHA Policy</u> The FCRHA will not include the value of assets disposed of for less than fair market value unless the cumulative fair market value of all assets disposed of during the past two years exceeds the gross amount received for the assets by more than \$1,000.
<i>Updates language on documenting and maintaining household medical expenses</i>	6.II.D. HEALTH AND MEDICAL CARE EXPENSES DEDUCTION [24 CFR 5.611(a)(3)(i) and 5.603(b) as updated for HOTMA] Definition of <i>Medical Expenses</i>	<u>FCRHA Policy</u> The most current IRS Publication 502 will be used as a reference to determine the costs that qualify as health and medical care expenses. Summary of Typical Allowable Health and Medical Care Expenses • Services of medical professionals • Surgery and medical procedures that are necessary, legal, and non-cosmetic • Services of medical facilities • Hospitalization, long-term care, and in-home nursing services • Prescription medicines and insulin, but not nonprescription medicines even if recommended by a doctor • Improvements to housing directly related to medical needs (e.g., ramps for a wheelchair, handrails) • Medical insurance premiums or the cost of a health maintenance organization (HMO) • Medicare Part B and Part D premiums • Substance abuse treatment programs	<u>FCRHA Policy</u> The most current IRS Publication 502 will be used as a reference to determine the costs that qualify as health and medical care expenses. Summary of Typical Allowable Health and Medical Care Expenses • Services of medical professionals • Surgery and medical procedures that are necessary, legal, and non-cosmetic • Services of medical facilities • Hospitalization, long-term care, and in-home nursing services • Prescription medicines and insulin, but not nonprescription medicines even if recommended by a doctor • Improvements to housing directly related to medical needs (e.g., ramps for a wheelchair, handrails) • Medical insurance premiums or the cost of a health maintenance organization (HMO) • Medicare Part B and Part D premiums • Substance abuse treatment programs

Summary of Proposed Policy Changes to the Housing Choice Voucher (HCV) Administrative Plan, Chapter 6			
Proposed Revision	Reference	Current Policy	Proposed Policy
		• Psychiatric treatment • Ambulance services and some costs of transportation related to medical expenses. The FCRHA will use the most current medical mileage rate listed in IRS Publication 502. • The cost and care of necessary equipment related to a medical condition (e.g., eyeglasses/lenses, hearing aids, crutches, and artificial teeth) • The costs of buying, training, and maintaining a guide dog or other service animal to assist a visually impaired or hearing disabled person, or a person with other physical disabilities. In general, this includes any costs, such as food, grooming, and veterinary care, incurred in maintaining the health and vitality of the service animal so that it may perform its duties. Note: This chart provides a summary of eligible health and medical care expenses only. In all cases, the FCRHA will consider whether health and medical expenses care expenses claimed by the family are eligible under HUD's definition. Before placing health, medical, or disability expense bills and documentation in the tenant file, the FCRHA will redact all personally identifiable information.	• Psychiatric treatment • Ambulance services and some costs of transportation related to medical expenses. The FCRHA will use the most current medical mileage rate listed in IRS Publication 502. • The cost and care of necessary equipment related to a medical condition (e.g., eyeglasses/lenses, hearing aids, crutches, and artificial teeth) • The costs of buying, training, and maintaining a guide dog or other service animal to assist a visually impaired or hearing disabled person, or a person with other physical disabilities. In general, this includes any costs, such as food, grooming, and veterinary care, incurred in maintaining the health and vitality of the service animal so that it may perform its duties. Note: This chart provides a summary of eligible health and medical care expenses only. In all cases, the FCRHA will consider whether health and medical expenses care expenses claimed by the family are eligible under HUD's definition. If the FCRHA receives documentation from a verification source that contains the individual's specific diagnosis, information regarding the individual's treatment, and/or information regarding the nature or severity of the person's disability, the FCRHA will immediately dispose of this confidential information; this information will never be maintained in the individual's file. If the information needs to be disposed of, the FCRHA will note in the individual's file that verification was received, the date received, and the name and address of the person/organization that provided the verification. Under no circumstances will the FCRHA include an applicant's or resident's medical records in the file [Notice PIH 2010-26].

Summary of Proposed Policy Changes to the Housing Choice Voucher (HCV) Administrative Plan, Chapter 6			
Proposed Revision	Reference	Current Policy	Proposed Policy
<i>Updates the policy on decreases in the payment standard during the term of the Housing Assistance Payment contract</i>	6.III.C. APPLYING PAYMENT STANDARDS [24 CFR 982.505(c) and Notice PIH 2024-34] <i>Decreases</i> [24 CFR 982.505(c)(3) and Notice PIH 2024-34]	<u>FCRHA Policy</u> If the FCRHA changes its payment standard schedule resulting in a lower payment standard amount, during the term of a HAP contract, the FCRHA will apply the reduced payment standard at a household's regularly scheduled reexamination that occurs at least two years after the effective date of the decrease. The FCRHA's payment standards will not be reduced to another amount that is higher than the normally applicable amount on the schedule. The FCRHA will not establish different policies for decreases in the payment standard for designated areas within their jurisdiction.	<u>FCRHA Policy</u> For MTW Households: Activity 2023-1 applies to all MTW households, wherein decreased payment standards may be applied at any time after their effective date. Households, who experience a decrease in their payment standard and continue to reside in the unit for which they are currently receiving assistance, will generally have the decrease applied at the next regularly scheduled reexamination. The FCRHA reserves the ability to apply the decrease sooner based on financial conditions, but the participant will receive no less than 365 days' notice before any decrease to the payment standard will be applied. The FCRHA may hold harmless households who experience a decrease in their payment standard as long as they remain in their current unit. For non-MTW Households: If the FCRHA changes its payment standard schedule resulting in a lower payment standard amount, during the term of a HAP contract, the FCRHA will apply the reduced payment standard at a household's regularly scheduled reexamination that occurs at least two years after the effective date of the decrease. The FCRHA's payment standards will not be reduced to another amount that is higher than the normally applicable amount on the schedule. The FCRHA will not establish different policies for decreases in the payment standard for designated areas within their jurisdiction.

Summary of Other (Non-Substantive) Changes to the Housing Choice Voucher (HCV) Administrative Plan, Chapter 6		
Section/Title	New Language	Comments
6-I.B. HOUSEHOLD COMPOSITION AND INCOME Family Members Permanently Confined for Medical Reasons	<u>FCRHA Policy</u> If there is a question about the status of a family member, the FCRHA will request verification from a qualified health professional and will use this determination. If the responsible medical professional cannot provide a determination, the person generally will be considered temporarily absent and their income will continue to be counted. The family may present evidence that the family member is confined on a permanent basis and request that the person not be considered a family member.	The policy was updated to reflect current practices.
6-I.B. HOUSEHOLD COMPOSITION AND INCOME Joint Custody of Dependents	<u>FCRHA Policy</u> Dependents that are subject to a joint custody arrangement will be considered a member of the family, if they live with the applicant or participant family 51 percent or more of the time. When more than one applicant or participant family claims the same dependents as family members, the family with primary custody (51 percent or more of the time) at the time of the initial examination or reexamination will be able to claim the dependents. If there is a dispute about which family should claim them, the FCRHA will make the determination based on available documents such as court orders, school records, or an IRS tax return showing which family has claimed the child for income tax purposes, or other credible documentation.	The policy was updated to reflect current practices.
6-I.E. EARNED INCOME DISALLOWANCE FOR PERSONS WITH DISABILITIES [24 CFR 5.617; Streamlining Final Rule (SFR) Federal Register 3/8/16; Notice PIH 2023-27]	Removed from FCRHA Policy	The policy was removed since the program has fully sunset.

6-I.F. STUDENT FINANCIAL ASSISTANCE [24 CFR 5.609(b)(9)] Calculating Income from Student Financial Assistance [HOTMA Student Financial Assistance Resource Sheet; Notice PIH 2023-27]	<u>FCRHA Policy</u> If a student only receives financial assistance under Title IV of the HEA and does not receive any other student financial assistance, the FCRHA will exclude the full amount of the assistance received under Title IV from the family's annual income. The FCRHA will not calculate actual covered costs in this case. If the student does not receive any assistance under Title IV of the HEA but does receive assistance from another source, the FCRHA will first calculate the actual covered costs to the student in accordance with 24 CFR 5.609(b)(9)(ii). The FCRHA will then subtract the total amount of the student's actual covered costs from the student's financial assistance. The FCRHA will include any amount of financial assistance in excess of the student's actual covered costs in the family's annual income. Example 1 • Actual covered costs: \$20,000 • Other student financial assistance: \$25,000 • Excluded income: \$20,000 (\$25,000 in financial assistance – \$20,000 in actual covered costs) • Included income: \$5,000 When a student receives assistance from both Title IV of the HEA and from other sources, the FCRHA will first calculate the actual covered costs to the student in accordance with 24 CFR 5.609(b)(9)(ii). The assistance received under Title IV of the HEA will be applied to the student's actual covered costs first and then the other student financial assistance will be applied to any remaining actual covered costs. If the amount of assistance excluded under Title IV of the HEA equals or exceeds the actual covered costs, none of the assistance included under other student financial assistance would be excluded from income. Example 2 • Actual covered costs: \$25,000 • Title IV HEA assistance: \$26,000 • Title IV HEA assistance covers the student's entire actual covered costs. • Other Student Financial Assistance: \$5,000 • Excluded income: The entire Title IV HEA assistance of \$26,000 • Included income: All other financial assistance of \$5,000 If the amount of assistance excluded under Title IV of the HEA is less than the actual covered costs, the FCRHA will exclude the amount of other student financial assistance up to the amount of the remaining actual covered costs.	The policy was updated to reflect current practices.
---	--	---

	Example 3 • Actual covered costs: \$22,000 • Title IV HEA assistance: \$15,000 • The remaining amount not covered by Title IV HEA assistance is \$7,000 (\$22,000 in actual covered costs - \$15,000 in Title IV HEA assistance). • Other Student Financial Assistance: \$5,000 • \$7,000 in remaining actual covered costs - \$5,000 in other financial assistance • Excluded income: \$20,000 (\$15,000 entire amount of the Title IV HEA Assistance + \$5,000 in other financial assistance) • Included income: \$0 Example 4 • Actual covered costs: \$18,000 • Title IV HEA Assistance: \$15,000 • The remaining amount not covered by Title IV HEA assistance is \$3,000 (\$18,000 in actual covered costs - \$15,000 in Title IV HEA Assistance) • Other student Financial Assistance: \$5,000 • When other student financial assistance is applied, financial assistance exceeds actual covered costs by \$2,000 (\$3,000 in actual covered costs - \$5,000 in other financial assistance). • Included income: \$2,000 (the amount by which the financial aid exceeds the student's actual covered costs).	
6-II.E. DISABILITY ASSISTANCE EXPENSES DEDUCTION [24 CFR 5.603(b) and 24 CFR 5.611(a)(3)(ii)] Eligible Disability Expenses, Eligible Attendant Care	<u>FCRHA Policy</u> Examples of attendant care expenses can include teaching a person with disabilities how to perform day-to-day tasks independently like cleaning, bathing, doing laundry, and cooking. Attendant care can be 24-hour care, or care during sporadic periods throughout the day [Notice PIH 2023-27]. Attendant care also includes, but is not limited to, reasonable costs for home medical care, nursing services, in-home or center-based care services, interpreters for persons with hearing impairments, and readers for persons living with visual disabilities. Attendant care expenses will be included for the period that the person enabled to work is employed plus reasonable transportation time. The cost of general housekeeping and personal services is not an eligible attendant care expense. However, if the person enabled to work is the person living with disabilities, personal services necessary to enable the person living with disabilities to work are eligible.	The policy was updated to include examples of eligible expenses.

	If the care attendant also provides other services to the family, the FCRHA will prorate the cost and allow only that portion of the expenses attributable to attendant care that enables a family member to work. For example, if the care provider also cares for a child who is not the person living with disabilities, the cost of care must be prorated. Unless otherwise specified by the care provider, the calculation will be based upon the number of hours spent in each activity and/or the number of persons under care.	
6-III.A. OVERVIEW OF RENT AND SUBSIDY CALCULATIONS TTP Formula [24 CFR 5.628]	<u>FCRHA Policy</u> Per MTW authority, the FCRHA has reformed the calculation used to determine the family's share of rent and utilities. The FCRHA also categorizes some MTW households as "exempt" as follows: For a household to be considered exempt, both the head of household and co-head/spouse of household (if applicable) are 62 years of age or older and have no earned income, or are adults over the age of 18 living with a disabilities and have no earned income, and all other household members over the age of 18 years do not have earned income and also meet one of the following criteria: a) enrolled full-time in school or a job training program; or b) are living with a disability. For MTW participants, the TTP is set at: • 35 percent of monthly adjusted income for all households; 32 percent of monthly adjusted income for all households categorized as exempt • Minimum rent is reflected in MTW Activity 2014-5 for all households, including those who are exempt For non-MTW participants, the TTP is the highest of the following amounts, rounded to the nearest dollar: • 30 percent of the family's monthly adjusted income (adjusted income is defined in Part II) • 10 percent of the family's monthly gross income (annual income, as defined in Part I, divided by 12) • A minimum rent of \$50 as established by the FCRHA	The policy was updated to reflect current practices.
6-III.A. OVERVIEW OF RENT AND SUBSIDY CALCULATIONS Family Share [24 CFR 982.305(a)(5)]	<u>FCRHA Policy</u> For MTW participants, a family may choose a unit at initial tenancy or when entering a new lease with a new landlord, with a gross rent up to either 42 percent (for exempt households) or 45 percent of the family's monthly adjusted income depending on household status.	The policy was updated to reflect current practices.

6.III.B. FINANCIAL HARDSHIPS AFFECTING MINIMUM RENT [24 CFR 5.630] Determination of Hardship	<u>FCRHA Policy</u> To qualify for a hardship exemption, a family must submit a request for a hardship exemption in writing. The request must explain the nature of the hardship and how the hardship has affected the family's ability to pay the minimum rent. The FCRHA will make the determination of hardship within five (5) business days.	The policy was updated to reflect current practices.
6-III.C. APPLYING PAYMENT STANDARDS [24 CFR 982.505(c) and Notice PIH 2024-34] Increases [24 CFR 982.505(c)(4) and Notice PIH 2024-34]	<u>FCRHA Policy</u> The FCRHA applies new payment standards at any time after the effective date of the new amount when the payment standard increases.	The policy was updated for clarity.