
2023 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 16, 2023**

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 2023 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 16, 2023**. 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 application has been entered.
- ▶ Also note that some cells contain error messages such as “#DIV/0!” as you begin. These warnings will disappear as the numbers necessary for the calculation are entered.

Assistance:

If you have any questions, please contact the 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	jd.bondurant@virginiahousing.com	(804) 343-5725
Stephanie Flanders	stephanie.flanders@virginiahousing.com	(804) 343-5939
Jonathan Kinsey	jonathan.kinsey@virginiahousing.com	(804) 584-4717
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Lauren Dillard	lauren.dillard@virginiahousing.com	(804) 584-4729
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Jaki Whitehead	jaki.whitehead@virginiahousing.com	(804) 343-5861

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2023 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"/> | 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 checked="" 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: Scanned Copy of the Signed Tax Credit Application with Attachments (excluding market study, 8609s and plans & specifications) (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 checked="" 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 checked="" type="checkbox"/> | K.3 Surveyor's Certification of Proximity To Public Transportation |
| <input checked="" type="checkbox"/> | Tab L: PHA / Section 8 Notification Letter |
| <input checked="" 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: Development Experience and Partnership or Operating Agreement, including chart of ownership structure with percentage of interests and Developer Fee Agreement (MANDATORY) |
| <input checked="" type="checkbox"/> | Tab Q: Documentation of Rental Assistance, Tax Abatement and/or existing RD or HUD Property |
| <input checked="" type="checkbox"/> | Tab R: Documentation of Operating Budget and Utility Allowances |
| <input checked="" type="checkbox"/> | Tab S: Supportive Housing Certification and/or Resident Well-being |
| <input checked="" type="checkbox"/> | Tab T: Funding Documentation |
| <input checked="" type="checkbox"/> | Tab U: Acknowledgement by Tenant of the availability of Renter Education provided by Virginia Housing |
| <input checked="" type="checkbox"/> | Tab V: Nonprofit or LHA Purchase Option or Right of First Refusal |
| <input checked="" type="checkbox"/> | Tab W: Internet Safety Plan and Resident Information Form (if internet amenities selected) |
| <input checked="" type="checkbox"/> | Tab X: Marketing Plan for units meeting accessibility requirements of HUD section 504 |
| <input type="checkbox"/> | Tab Y: Inducement Resolution for Tax Exempt Bonds |
| <input checked="" type="checkbox"/> | Tab Z: Documentation of team member's Diversity, Equity and Inclusion Designation |
| <input type="checkbox"/> | Tab AA: Priority Letter from Rural Development |
| <input type="checkbox"/> | Tab AB: Social Disadvantage Certification |

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date: **3/16/2023**

1. Development Name: **Wesley Lamb PSH**

2. Address (line 1): **9640 Fairfax Boulevard**
 Address (line 2):
 City: **Fairfax** State: **VA** Zip: **22031**

3. If complete address is not available, provide longitude and latitude coordinates (x,y) from a location on site that your surveyor deems appropriate. Longitude: **00.00000** Latitude: **00.00000**
 (Only necessary if street address or street intersections are not available.)

4. The Circuit Court Clerk's office in which the deed to the development is or will be recorded:
 City/County of **Fairfax City**

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: **3002.00**

7. Development is located in a **Qualified Census Tract**..... **FALSE** *Note regarding DDA and QCT*

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%
	FALSE	TRUE	FALSE

Enter only Numeric Values below:

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

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

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

This new 54-unit apartment building will provide 100% Permanent Supportive Housing (PSH) units, with case management and other wraparound supportive services to people who are homeless or at-risk of becoming homeless. The 4-story wood-framed over one-story concrete podium structure will include a parking garage and commercial space. The units will primarily house older adults and/or people with disabilities with very low incomes.

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date:

3/16/2023

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: Catherine Read
 Chief Executive Officer's Title: Mayor Phone: (703) 385-7850
 Street Address: 10455 Armstrong Street, Suite 1
 City: Fairfax State: VA Zip: 22030

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

- 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

Accessible Supportive Housing Pool

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

[Redacted]

For Tax Exempt Bonds, where are bonds being issued?

[Redacted]

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

2. Type(s) of Allocation/Allocation Year

Carryforward Allocation

Definitions of types:

a. **Regular Allocation** means all of the buildings in the development are expected to be placed in service this calendar year, 2023.

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, 2023, 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 2023 credits pursuant to Section 42(h)(1)(E).

3. Select Building Allocation type:

New Construction

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

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

5. Planned Combined 9% and 4% Developments

a. 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. FALSE

If true, provide name of companion development: [Redacted]

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

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

Total Units within 9% allocation request? 0

Total Units within 4% Tax Exempt allocation Request? 0

Total Units: 0

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

6. Extended Use Restriction

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

Must Select One: 30

Definition of selection:

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

7. Virginia Housing would like to encourage the efficiency of electronic payments. Indicate if developer commits to submitting any payments due the Authority, including reservation fees and monitoring fees, by electronic payment (ACH or Wire). TRUE

In 2023, Virginia Housing began using a new Rental Housing Invoicing Portal to allow easy payments via secure ACH transactions. An invoice for your application fee along with access information was provided in your development's assigned Procorem work center.

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: Wesley Lamb LLC

Developer Name: Wesley Housing Development Corporation of Northern Virginia

Contact: M/M ▶ Ms. First: Kamilah MI: Last: McAfee

Address: 2311 Huntington Avenue

City: Alexandria St. ▶ VA Zip: 22303

Phone: (703) 642-3830 Ext. 220 Fax: (703) 941-1724

Email address: kmcafee@whdc.org

Federal I.D. No. 922599871 (If not available, obtain prior to Carryover Allocation.)

Select type of entity: ▶ Limited Liability Company Formation State: ▶ VA

Additional Contact: Please Provide Name, Email and Phone number.
Judith Cabelli, jcabelli@whdc.org, 703-642-3830 x215

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

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

<u>Names **</u>	<u>Phone</u>	<u>Type Ownership</u>	<u>% Ownership</u>	
WL Managing Member LLC	(703) 642-3830	Managing Member	100.000%	
WHDC Wesley Lamb Managing Member, LLC	(703) 642-3830	75% member of MM	0.000%	needs
Wesley Housing Development Corporation	(703) 642-3830	100% of WHDC MM	75.000%	
of Northern Virginia			0.000%	needs
Kamilah McAfee	(703) 642-3831	Chief Exec. Officer	0.000%	needs
TLC Wesley Lamb Managing Member, LLC	(703) 691-3178	25% member of MM	0.000%	needs
The Lamb Center	(703) 691-3178	100% of TLC MM	25.000%	
Tara Ruskowski	(703) 691-3179	Executive Director	0.000%	needs
			0.000%	
			0.000%	
			0.000%	
			0.000%	
			0.000%	

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

C. OWNERSHIP INFORMATION

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

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**)

b. Indicate if at least one principal listed above with an ownership interest of at least 25% in the controlling general partner or managing member is a socially disadvantaged individual as defined in the manual. **FALSE**

ACTION: If true, provide Socially Disadvantaged Certification (**TAB AB**)

3. Developer Experience:

May select one or more of the following choices:

TRUE a. The development has an experienced sponsor (as defined in the manual) that has placed at least one LIHTC development in service in Virginia within the past 5 years.

Action: Provide one 8609 from qualifying development. (**Tab P**)

TRUE b. The development has an experienced sponsor (as defined in the manual) that has placed at least three (3) LIHTC developments in service in any state within the past 6 years (in addition to any development provided to qualify for option d. above)

Action: Provide one 8609 from each qualifying development. (**Tab P**)

FALSE c. Applicant is competing in the Local Housing Authority pool and partnering with an experienced sponsor (as defined in the manual), other than a local housing authority.

Action: Provide documentation as stated in the manual. (**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: Option
Expiration Date: 11/1/2024

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..... 11/1/2024 .
- c. FALSE There is more than one site for development and more than one expected date of acquisition by Owner.

(If c is **True**, provide documentation for each site specifying number of existing buildings on the site, if any, and expected date of acquisition of each site by Owner (**Tab E**.)

D. SITE CONTROL

3. Seller Information:

Name: 9640 Fairfax Boulevard, LLC

Address: 3160 Campbell Drive

City: Fairfax St.: VA Zip: 22031

Contact Person: Tara Ruskowski Phone: 703-691-3178 x265

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

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

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

<u>Names</u>	<u>Phone</u>	<u>Type Ownership</u>	<u>% Ownership</u>
The Lamb Center	703-691-3178	Sole Member	100.00%
			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.

- Indicate Diversity, Equity and Inclusion (DEI) Designation if this team member is SWAM or Service Disabled Veteran as defined in manual.

ACTION: Provide copy of certification from Commonwealth of Virginia, if applicable - **TAB Z**

1. Tax Attorney:	Erik Hoffman	This is a Related Entity.	FALSE
Firm Name:	Klein Hornig LLP	DEI Designation?	FALSE
Address:	1325 G Street NW, Suite 770, Washington, DC 20005		
Email:	EHoffman@kleinhornig.com	Phone:	(202) 926-3400
2. Tax Accountant:	Peter Hodgson	This is a Related Entity.	FALSE
Firm Name:	Cohn Reznick	DEI Designation?	FALSE
Address:	7501 Wisconsin Avenue, Suite 400, Bethesda, MD 20814		
Email:	peter.hodgson@cohnreznick.com	Phone:	(301) 280-2998
3. Consultant:		This is a Related Entity.	FALSE
Firm Name:		DEI Designation?	FALSE
Address:		Role:	
Email:		Phone:	
4. Management Entity:	Frank Mooney	This is a Related Entity.	TRUE
Firm Name:	Wesley Property Management Company	DEI Designation?	FALSE
Address:	2311 Huntington Avenue, Alexandria, VA 22303		
Email:	fmooney@whdc.org	Phone:	703-642-3830
5. Contractor:	John Kim	This is a Related Entity.	FALSE
Firm Name:	Harkins Builders, Inc.	DEI Designation?	FALSE
Address:	10490 Little Patuxent Parkway Suite 400, Columbia, Maryland 21044		
Email:	JKim@HarkinsBuilders.com	Phone:	410-480-4208
6. Architect:	Marc Feinstein and Alan Miner	This is a Related Entity.	FALSE
Firm Name:	Miner Feinstein Architects LLC	DEI Designation?	FALSE
Address:	241 East 4th Street, Suite 207, Frederick, MD 21701		
Email:	marc@mfarchitects.net	Phone:	(301) 760-7988
7. Real Estate Attorney:	Erik Hoffman	This is a Related Entity.	FALSE
Firm Name:	Klein Hornig LLP	DEI Designation?	FALSE
Address:	1325 G Street NW, Suite 770, Washington, DC 20005		
Email:	ehoffman@kleinhornig.com	Phone:	(202) 926-3400
8. Mortgage Banker:		This is a Related Entity.	FALSE
Firm Name:		DEI Designation?	FALSE
Address:			
Email:		Phone:	
9. Other:	Sustainability Consultant	This is a Related Entity.	FALSE
Firm Name:	Pando Alliance	DEI Designation?	TRUE
Address:		Role:	Sustainability Consultant
Email:	thiel@pandoalliance.com	Phone:	703-517-4345

F. REHAB INFORMATION

1. Acquisition Credit Information

- a. Credits are being requested for existing buildings being acquired for development..... **FALSE**
Action: If true, provide an electronic copy of the Existing Condition Questionnaire and Appraisal
- b. This development has received a previous allocation of credits..... **FALSE**
 If so, when was the most recent year that this development received credits? **0**
- c. The development has been provided an acknowledgement letter from Rural Development regarding its preservation priority?..... **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)

G. NONPROFIT INVOLVEMENT

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

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

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

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

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

A. Nonprofit Involvement (All Applicants)

There is nonprofit involvement in this development..... TRUE (If false, skip to #3.)

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

B. Type of involvement:

Nonprofit meets eligibility requirement for points only, not pool..... FALSE

or

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

C. Identity of Nonprofit (All nonprofit applicants):

The nonprofit organization involved in this development is: Owner

Name:

Contact Person:

Street Address:

City: State: VA Zip:

Phone: Contact Email:

G. NONPROFIT INVOLVEMENT

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

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

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

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

Action: Provide Option or Right of First Refusal in Recordable Form meeting Virginia Housing's specifications. (TAB V) Provide Nonprofit Questionnaire (if applicable) (TAB I)

Name of qualified nonprofit: The Lamb Center

or indicate true if Local Housing Authority..... FALSE

Name of Local Housing Authority

B. 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 is required to waive the right to pursue a Qualified Contract.

H. STRUCTURE AND UNITS INFORMATION

1. General Information

a. Total number of all units in development	54	bedrooms	56
Total number of rental units in development	54	bedrooms	56
Number of low-income rental units	54	bedrooms	56
Percentage of rental units designated low-income	100.00%		
b. Number of new units:.....	54	bedrooms	56
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.....		47,431.00	(Sq. ft.)
e. Unheated Floor Area (i.e. Breezeways, Balconies, Storage).....		8,930.00	(Sq. ft.)
f. Nonresidential Commercial Floor Area (Not eligible for funding).....		1,118.00	
g. Total Usable Residential Heated Area.....		37,383.00	(Sq. ft.)
h. Percentage of Net Rentable Square Feet Deemed To Be New Rental Space		100.00%	
i. Exact area of site in acres	0.410		
j. Locality has approved a final site plan or plan of development.....		FALSE	
If True , Provide required documentation (TAB O).			
k. Requirement as of 2016: Site must be properly zoned for proposed development. ACTION: Provide required zoning documentation (MANDATORY TAB G)			
l. Development is eligible for Historic Rehab credits.....		FALSE	

Definition:

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

H. STRUCTURE AND UNITS INFORMATION

2. UNIT MIX

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

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

Unit Type	Average Sq Foot		# of LIHTC Units	Total Rental Units
Supportive Housing	692.28	SF	54	54
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	0.00	SF	0	0
2BR Garden	0.00	SF	0	0
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
			54	54

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

3. Structures

- a. Number of Buildings (containing rental units)..... 1
- b. Age of Structure:..... 0 years
- c. Maximum Number of stories:..... 5
- d. The development is a scattered site development..... FALSE
- e. Commercial Area Intended Use: Employment Center or other similar approved 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	FALSE	v. Detached Single-family	FALSE
ii. Garden Apartments	FALSE	vi. Detached Two-family	FALSE
iii. Slab on Grade	TRUE	vii. Basement	FALSE
iv. Crawl space	FALSE		

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	▶ Masonite

4. Site Amenities (indicate all proposed)

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

l. Describe Community Facilities: Community Room and Outdoor Terrace

m. Number of Proposed Parking Spaces	18
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. TRUE
 If **True**, Provide required documentation (**TAB K3**).

H. STRUCTURE AND UNITS INFORMATION

5. Plans and Specifications

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

6. Market Study Data: (MANDATORY)

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

Project Wide Capture Rate - LIHTC Units	2.90%
Project Wide Capture Rate - Market Units	N/A
Project Wide Capture Rate - All Units	2.90%
Project Wide Absorption Period (Months)	2

J. ENHANCEMENTS

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

- a. **New Construction:** must meet all criteria for EPA EnergyStar certification.
- b. **Rehabilitation:** renovation must result in at least a 30% performance increase or score an 80 or lower on the HERS Index.
- c. **Adaptive Reuse:** must score a 95 or lower on the HERS Index.

Certification and HERS Index score must be verified by a third-party, independent, non-affiliated, certified RESNET home energy rater.

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

ACTION: Provide RESNET rater certification (**TAB F**)

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

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

- | | |
|--------|--|
| TRUE | a. A community/meeting room with a minimum of 749 square feet is provided. |
| 50.00% | b1. Percentage of brick covering the exterior walls. |
| 50.00% | b2. Percentage of Fiber Cement Board or other similar low-maintenance material approved by the Authority covering 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. |
| FALSE | e. Rehab Only: Each unit is provided with the necessary infrastructure for high-speed internet/broadband service. |
| | f. <i>Not applicable for 2022 Cycles</i> |
| FALSE | g. Each unit is provided free individual high speed internet access. |
| | or |
| TRUE | h. Each unit is provided free individual WiFi access. |
| TRUE | i. Full bath fans are wired to primary light with delayed timer or has continuous exhaust by ERV/DOAS. |
| | or |
| FALSE | j. Full bath fans are equipped with a humidistat. |
| FALSE | k. Cooking surfaces are equipped with fire prevention features |
| | or |
| TRUE | l. Cooking surfaces are equipped with fire suppression features. |
| FALSE | m. Rehab only: Each unit has dedicated space, drain and electrical hook-ups to accept a permanently installed dehumidification system. |
| | or |
| TRUE | n. All Construction types: each unit is equipped with a permanent dehumidification system. |
| TRUE | o. All interior doors within units are solid core. |
| TRUE | p. Every kitchen, living room and bedroom contains, at minimum, one USB charging port. |
| TRUE | q. All kitchen light fixtures are LED and meet MDCR lighting guidelines. |
| 0% | r. Percentage of development's on-site electrical load that can be met by a renewable energy electric system (for the benefit of the tenants) |
| FALSE | s. New construction only: Each unit to have balcony or patio with a minimum depth of 5 feet clear from face of building and a minimum size of 30 square feet. |

J. ENHANCEMENTS

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.
- FALSE d. Each unit has a shelf or ledge outside the primary entry door located in an interior hallway.

2. Green Certification

- a. Applicant agrees to meet the base line energy performance standard applicable to the development's construction category as listed above.

The applicant will also obtain one of the following:

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

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

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

- | | | | |
|-------------------------------|-------------------------------------|--------------------------------|-------------------------|
| <input type="checkbox"/> TRUE | Zero Energy Ready Home Requirements | <input type="checkbox"/> FALSE | Passive House Standards |
|-------------------------------|-------------------------------------|--------------------------------|-------------------------|

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

- TRUE a. Architect of record certifies that units will be constructed to meet Virginia Housing's Universal Design Standards.
- 54 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:

No Market Rate Units



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

I. UTILITIES

1. Utilities Types:

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

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

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

Utilities	Enter Allowances by Bedroom Size				
	0-BR	1-BR	2-BR	3-BR	4-BR
Heating	0	0	0	0	0
Air Conditioning	0	0	0	0	0
Cooking	0	0	0	0	0
Lighting	0	0	0	0	0
Hot Water	0	0	0	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	\$0	\$0	\$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: RESNET HERS Rater

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.

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

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

TRUE

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

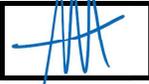
Documentation from source of assistance must be provided with the application.

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

FALSE

- b. Any development in which ten percent (10%) 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 the application for credits.

For items a or b, 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.

2. **Special Housing Needs/Leasing Preference:**

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

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

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

K. SPECIAL HOUSING NEEDS

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 - Tab J)

3. Leasing Preferences

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

Organization which holds waiting list: Fairfax County DHCD

Contact person: Amy Ginger

Title: Deputy Director

Phone Number: (703) 246-5134

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.

Action: Provide documentation of tenant disclosure regarding Virginia Housing Rental Education (Mandatory - Tab U)

4. 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: Lisa

Last Name: Davis

Phone Number: (703) 642-3830

Email: ldavis@whdc.org

K. SPECIAL HOUSING NEEDS

5. Resident Well-Being **Action:** Provide appropriate documentation for any selection below (**Tab S**)

- TRUE a. Development has entered into a memorandum of understanding (approved by DBHDS) with a resident service provider for the provision of resident services (as defined in the manual).
- FALSE b. Development will provide licensed childcare on-site with a preference and discount to residents or an equivalent subsidy for tenants to utilize licensed childcare of tenant's choice.
- TRUE c. Development will provide tenants with free on-call, telephonic or virtual healthcare services with a licensed provider.

6. Rental Assistance

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

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

- FALSE Rental Assistance Demonstration (RAD) or other PHA conversion to based rental assistance.
- FALSE Section 8 New Construction Substantial Rehabilitation
- FALSE Section 8 Moderate Rehabilitation
- FALSE Section 811 Certificates
- FALSE Section 8 Project Based Assistance
- FALSE RD 515 Rental Assistance
- TRUE Section 8 Vouchers
*Administering Organization: FCRHA
- FALSE State Assistance
*Administering Organization: _____
- FALSE Other: _____

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

FALSE

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

0

d. Number of units receiving assistance:

48

How many years in rental assistance contract?

15 Year Contract

Expiration date of contract:

10/28/2040

There is an Option to Renew.....

TRUE

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

e. How many of the units in this development are already considered Public Housing?

0

L. UNIT DETAILS

1. Set-Aside Election:

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

Note: In order to qualify for any tax credits, a development must meet one of three 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), (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), or (iii) 40% or more of the units are both rent-restricted and occupied by persons whose income does not exceed the imputed income limitation designated in 10% increments between 20% to 80% of the AMI, and the average of the imputed income limitations collectively does not exceed 60% of the AMI (this is called the Average Income Test (AIT)). All occupancy tests are 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		
# of Units	% of Units	
0	0.00%	20% Area Median
6	11.11%	30% Area Median
3	5.56%	40% Area Median
27	50.00%	50% Area Median
18	33.33%	60% Area Median
0	0.00%	70% Area Median
0	0.00%	80% Area Median
0	0.00%	Market Units
54	100.00%	Total

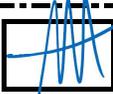
Rent Levels		
# of Units	% of Units	
0	0.00%	20% Area Median
6	11.11%	30% Area Median
3	5.56%	40% Area Median
27	50.00%	50% Area Median
18	33.33%	60% Area Median
0	0.00%	70% Area Median
0	0.00%	80% Area Median
0	0.00%	Market Units
54	100.00%	Total

- 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 compliance?
 20-30% Levels **FALSE** 40% Levels **FALSE** 50% levels **FALSE**

2. Unit Detail

FOR YOUR CONVENIENCE, COPY AND PASTE IS ALLOWED WITHIN UNIT MIX GRID

In the following grid, add a row for each unique unit type planned within the development. Enter the appropriate data for both tax credit and market rate units.

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

	Unit Type (Select One)	Rent Target (Select One)	Number of Units	# of Units 504 compliant	Net Rentable Square Feet	Monthly Rent Per Unit	Total Monthly Rent
Mix 1	Efficiency	30% AMI	1	0	335.00	\$747.00	\$747
Mix 2	Efficiency	30% AMI	1	0	357.00	\$747.00	\$747
Mix 3	Efficiency	30% AMI	1	1	332.00	\$747.00	\$747
Mix 4	Efficiency	40% AMI	1	1	332.00	\$1,693.00	\$1,693
Mix 5	Efficiency	40% AMI	1	0	346.00	\$1,693.00	\$1,693
Mix 6	Efficiency	50% AMI	1	0	347.00	\$1,693.00	\$1,693
Mix 7	Efficiency	50% AMI	1	0	356.00	\$1,693.00	\$1,693
Mix 8	Efficiency	50% AMI	1	0	334.00	\$1,693.00	\$1,693
Mix 9	Efficiency	50% AMI	1	0	332.00	\$1,693.00	\$1,693
Mix 10	Efficiency	50% AMI	1	1	332.00	\$1,693.00	\$1,693
Mix 11	Efficiency	50% AMI	1	1	328.00	\$1,693.00	\$1,693
Mix 12	Efficiency	50% AMI	1	0	328.00	\$1,693.00	\$1,693

L. UNIT DETAILS

Mix 13	Efficiency	50% AMI	1	0	344.00	\$1,693.00	\$1,693
Mix 14	Efficiency	50% AMI	1	0	346.00	\$1,693.00	\$1,693
Mix 15	Efficiency	50% AMI	1	0	421.00	\$1,693.00	\$1,693
Mix 16	Efficiency	50% AMI	1	0	365.00	\$1,693.00	\$1,693
Mix 17	Efficiency	50% AMI	1	0	380.00	\$1,693.00	\$1,693
Mix 18	Efficiency	50% AMI	1	0	391.00	\$1,693.00	\$1,693
Mix 19	Efficiency	50% AMI	1	0	348.00	\$1,693.00	\$1,693
Mix 20	Efficiency	50% AMI	1	0	379.00	\$1,693.00	\$1,693
Mix 21	Efficiency	50% AMI	1	0	360.00	\$1,693.00	\$1,693
Mix 22	Efficiency	50% AMI	1	0	361.00	\$1,693.00	\$1,693
Mix 23	Efficiency	50% AMI	1	0	357.00	\$1,693.00	\$1,693
Mix 24	Efficiency	50% AMI	1	0	380.00	\$1,693.00	\$1,693
Mix 25	Efficiency	50% AMI	1	0	346.00	\$1,693.00	\$1,693
Mix 26	Efficiency	50% AMI	1	0	339.00	\$1,693.00	\$1,693
Mix 27	Efficiency	50% AMI	1	0	332.00	\$1,693.00	\$1,693
Mix 28	Efficiency	60% AMI	1	1	353.00	\$1,693.00	\$1,693
Mix 29	Efficiency	60% AMI	1	0	338.00	\$1,693.00	\$1,693
Mix 30	Efficiency	60% AMI	1	0	374.00	\$1,693.00	\$1,693
Mix 31	Efficiency	60% AMI	1	0	346.00	\$1,693.00	\$1,693
Mix 32	Efficiency	60% AMI	1	0	332.00	\$1,693.00	\$1,693
Mix 33	Efficiency	60% AMI	1	0	350.00	\$1,693.00	\$1,693
Mix 34	Efficiency	60% AMI	1	0	345.00	\$1,693.00	\$1,693
Mix 35	Efficiency	60% AMI	1	0	396.00	\$1,693.00	\$1,693
Mix 36	Efficiency	60% AMI	1	0	409.00	\$1,693.00	\$1,693
Mix 37	Efficiency	60% AMI	1	0	408.00	\$1,693.00	\$1,693
Mix 38	Efficiency	60% AMI	1	0	457.00	\$1,693.00	\$1,693
Mix 39	Efficiency	60% AMI	1	0	332.00	\$1,693.00	\$1,693
Mix 40	Efficiency	60% AMI	1	0	332.00	\$1,693.00	\$1,693
Mix 41	Efficiency	60% AMI	1	0	342.00	\$1,693.00	\$1,693
Mix 42	Efficiency	60% AMI	1	0	342.00	\$1,693.00	\$1,693
Mix 43	1 BR - 1 Bath	50% AMI	1	1	514.00	\$1,693.00	\$1,693
Mix 44	1 BR - 1 Bath	30% AMI	1	1	512.00	\$801.00	\$801
Mix 45	1 BR - 1 Bath	50% AMI	1	0	583.00	\$1,724.00	\$1,724
Mix 46	1 BR - 1 Bath	50% AMI	1	0	502.00	\$1,724.00	\$1,724
Mix 47	1 BR - 1 Bath	50% AMI	1	0	545.00	\$1,724.00	\$1,724
Mix 48	1 BR - 1 Bath	60% AMI	1	0	544.00	\$1,724.00	\$1,724
Mix 49	1 BR - 1 Bath	60% AMI	1	0	612.00	\$1,724.00	\$1,724
Mix 50	1 BR - 1 Bath	60% AMI	1	0	537.00	\$1,724.00	\$1,724
Mix 51	1 BR - 1 Bath	40% AMI	1	0	581.00	\$1,724.00	\$1,724
Mix 52	1 BR - 1 Bath	30% AMI	1	0	569.00	\$801.00	\$801
Mix 53	2 BR - 1.5 Bath	30% AMI	1	1	871.00	\$960.00	\$960
Mix 54	2 BR - 2 Bath	50% AMI	1	1	754.00	\$1,964.00	\$1,964
Mix 55							\$0
Mix 56							\$0
Mix 57							\$0
Mix 58							\$0
Mix 59							\$0
Mix 60							\$0
Mix 61							\$0
Mix 62							\$0
Mix 63							\$0
Mix 64							\$0
Mix 65							\$0
Mix 66							\$0
Mix 67							\$0
Mix 68							\$0
Mix 69							\$0

L. UNIT DETAILS

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			54	9					\$86,555

Total Units	54	Net Rentable SF:	TC Units	22,088.00
			MKT Units	0.00
			Total NR SF:	22,088.00

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

M. OPERATING EXPENSES

Administrative:

Use Whole Numbers Only!

1. Advertising/Marketing			\$0
2. Office Salaries			\$37,500
3. Office Supplies			\$1,410
4. Office/Model Apartment	(type _____)		\$0
5. Management Fee			\$48,437
<u>5.00%</u> of EGI	<u>\$896.98</u>	Per Unit	
6. Manager Salaries			\$45,000
7. Staff Unit (s)	(type _____)		\$0
8. Legal			\$450
9. Auditing			\$0
10. Bookkeeping/Accounting Fees			\$9,000
11. Telephone & Answering Service			\$15,000
12. Tax Credit Monitoring Fee			\$1,960
13. Miscellaneous Administrative			\$1,950
Total Administrative			\$160,707

Utilities

14. Fuel Oil			\$0
15. Electricity			\$55,866
16. Water			\$30,762
17. Gas			\$1,500
18. Sewer			\$15,000
Total Utility			\$103,128

Operating:

19. Janitor/Cleaning Payroll			\$0
20. Janitor/Cleaning Supplies			\$3,000
21. Janitor/Cleaning Contract			\$2,000
22. Exterminating			\$3,000
23. Trash Removal			\$16,500
24. Security Payroll/Contract			\$23,000
25. Grounds Payroll			\$5,000
26. Grounds Supplies			\$100
27. Grounds Contract			\$0
28. Maintenance/Repairs Payroll			\$90,000
29. Repairs/Material			\$2,150
30. Repairs Contract			\$15,750
31. Elevator Maintenance/Contract			\$0
32. Heating/Cooling Repairs & Maintenance			\$740
33. Pool Maintenance/Contract/Staff			\$0
34. Snow Removal			\$2,000
35. Decorating/Payroll/Contract			\$0
36. Decorating Supplies			\$1,200
37. Miscellaneous			\$550
Totals Operating & Maintenance			\$164,990

M. OPERATING EXPENSES

Taxes & Insurance

38. Real Estate Taxes	\$97,507
39. Payroll Taxes	\$0
40. Miscellaneous Taxes/Licenses/Permits	\$1,800
41. Property & Liability Insurance	\$21,000
42. Fidelity Bond	\$2,000
43. Workman's Compensation	\$0
44. Health Insurance & Employee Benefits	\$0
45. Other Insurance	\$0
Total Taxes & Insurance	\$122,307

Total Operating Expense	\$551,132
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Total Operating Expenses Per Unit	\$10,206	C. Total Operating Expenses as % of EGI	56.91%
--	-----------------	--	---------------

Replacement Reserves (Total # Units X \$300 or \$250 New Const. Elderly Minimum)	\$16,200
---	-----------------

Total Expenses	\$567,332
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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	3/14/2022	Judith Cabelli
b. Site Acquisition	6/11/2024	Judith Cabelli
c. Zoning Approval	12/13/2022	Tara Ruszkowski
d. Site Plan Approval	8/1/2023	Judith Cabelli
2. Financing		
a. Construction Loan		
i. Loan Application	6/30/2023	Judith Cabelli
ii. Conditional Commitment	8/11/2023	Judith Cabelli
iii. Firm Commitment	10/1/2023	Judith Cabelli
b. Permanent Loan - First Lien		
i. Loan Application	6/30/2023	Judith Cabelli
ii. Conditional Commitment	8/11/2023	Judith Cabelli
iii. Firm Commitment	10/1/2023	Judith Cabelli
c. Permanent Loan-Second Lien		
i. Loan Application		
ii. Conditional Commitment		
iii. Firm Commitment		
d. Other Loans & Grants		
i. Type & Source, List	Loan, FCRHA Subordinate Loan	Judith Cabelli
ii. Application	9/30/2022	Judith Cabelli
iii. Award/Commitment	2/23/2023	Judith Cabelli
2. Formation of Owner	1/25/2023	Erik Hoffman
3. IRS Approval of Nonprofit Status	9/12/1975	Judith Cabelli
4. Closing and Transfer of Property to Owner	6/11/2024	Judith Cabelli
5. Plans and Specifications, Working Drawings	12/28/2023	Judith Cabelli
6. Building Permit Issued by Local Government	3/21/2024	Judith Cabelli
7. Start Construction	6/26/2024	Judith Cabelli
8. Begin Lease-up	4/20/2025	Lisa Davis
9. Complete Construction	7/19/2025	Judith Cabelli
10. Complete Lease-Up	9/16/2025	Lisa Davis
11. Credit Placed in Service Date	10/28/2025	Judith Cabelli

O. PROJECT BUDGET - HARD COSTS

Cost/Basis/Maximum Allowable Credit

Complete cost column and basis column(s) as appropriate

To select exclusion of allowable line items from Total Development Costs used in Cost limit calculations, select X in yellow box to the left.

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)	12,099,528	0	0	12,099,528
b. Unit Structures (Rehab)	0	0	0	0
c. Non Residential Structures	0	0	0	0
d. Commercial Space Costs	125,250	0	0	0
<input type="checkbox"/> e. Structured Parking Garage	1,100,000	0	0	977,778
Total Structure	13,324,778	0	0	13,077,306
f. Earthwork	367,599	0	0	356,500
g. Site Utilities	287,650	0	0	139,500
<input type="checkbox"/> h. Renewable Energy	0	0	0	
i. Roads & Walks	163,353	0	0	158,400
j. Site Improvements	104,015	0	0	50,400
k. Lawns & Planting	69,700	0	0	67,600
l. Engineering	0	0	0	0
m. Off-Site Improvements	0	0	0	0
n. Site Environmental Mitigation	0	0	0	0
o. Demolition	359,381	0	0	0
p. Site Work	0	0	0	0
q. Other Site work	0	0	0	0
Total Land Improvements	1,351,698	0	0	772,400
Total Structure and Land	14,676,476	0	0	13,849,706
r. General Requirements	906,068	0	0	878,800
s. Builder's Overhead	321,250	0	0	311,600
(2.2% Contract)				
t. Builder's Profit	803,125	0	0	779,000
(5.5% Contract)				
u. Bonds	118,670	0	0	115,100
v. Building Permits	0	0	0	0
w. Special Construction	0	0	0	0
x. Special Equipment	0	0	0	0
y. Other 1: <u>Builders Risk</u>	234,848	0	0	227,800
z. Other 2: <u>General Liability</u>	120,400	0	0	58,300
aa. Other 3: <u>Local Fees</u>	32,680	0	0	31,700
Contractor Costs	\$17,213,517	\$0	\$0	\$16,252,006

O. PROJECT BUDGET - OWNER COSTS

To select exclusion of allowable line items from Total Development Costs used in Cost limit calculations, select X in yellow box to the left.

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	160,000	0	0	100,000
b. Architecture/Engineering Design Fee \$18,809 /Unit)	1,015,691	0	0	985,200
c. Architecture Supervision Fee \$0 /Unit)	0	0	0	0
d. Tap Fees	1,263,013	0	0	1,225,000
e. Environmental	12,800	0	0	12,400
f. Soil Borings	4,500	0	0	4,300
g. Green Building (Earthcraft, LEED, etc.)	58,000	0	0	56,200
h. Appraisal	25,000	0	0	20,000
i. Market Study	12,500	0	0	12,000
j. Site Engineering / Survey	15,000	0	0	14,500
k. Construction/Development Mgt	185,729	0	0	180,100
l. Structural/Mechanical Study	0	0	0	0
m. Construction Loan Origination Fee	267,832	0	0	267,832
n. Construction Interest (6.5% for 18 months)	1,097,060	0	0	819,300
o. Taxes During Construction	43,477	0	0	42,170
p. Insurance During Construction	161,068	0	0	156,200
q. Permanent Loan Fee (3.0%)	124,500	0	0	0
r. Other Permanent Loan Fees	194,898	0	0	0
s. Letter of Credit	0	0	0	0
t. Cost Certification Fee	45,000	0	0	0
u. Accounting	10,000	0	0	9,000
v. Title and Recording	23,772	0	0	0
w. Legal Fees for Closing	418,486	0	0	200,000
x. Mortgage Banker	0	0	0	0
y. Tax Credit Fee	89,200			
z. Tenant Relocation	0	0	0	0
aa. Fixtures, Furnitures and Equipment	372,800	0	0	300,000
ab. Organization Costs	20,000	0	0	0
ac. Operating Reserve	418,337	0	0	0
ad. Contingency	1,317,488	0	0	1,150,000
ae. Security	0	0	0	0
af. Utilities	40,000	0	0	38,800

O. PROJECT BUDGET - OWNER COSTS

<input checked="" type="checkbox"/>	ag. Servicing Reserve	58,100			
	(1) Other* specify: Marketing	80,000	0	0	0
	(2) Other* specify: Mural	150,000	0	0	0
	(3) Other* specify: Acquisition Loan Fees	30,000	0	0	0
	(4) Other* specify: Acquisition Loan Interest	255,684	0	0	0
	(5) Other * specify: Pre-Development Loan Inte	71,546	0	0	69,300
	(6) Other* specify: Permit Expediter	60,000	0	0	58,200
	(7) Other* specify: 3rd Party Inspections	80,000	0	0	77,600
	(8) Other* specify: Performance Bond	25,000	0	0	20,000
	(9) Other* specify:	0	0	0	0
	Owner Costs Subtotal (Sum 2A..2(10))	\$8,206,481	\$0	\$0	\$5,818,102
	Subtotal 1 + 2 (Owner + Contractor Costs)	\$25,419,998	\$0	\$0	\$22,070,108
	3. Developer's Fees	2,500,000	0	0	2,500,000
	Action: Provide Developer Fee Agreement (Tab A)				
	4. Owner's Acquisition Costs				
	Land	2,250,000			
	Existing Improvements	0	0		
	Subtotal 4:	\$2,250,000	\$0		
	5. Total Development Costs				
	Subtotal 1+2+3+4:	\$30,169,998	\$0	\$0	\$24,570,108

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:

\$2,643,600

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

\$587
\$497

Proposed Cost by Sq Ft exceeds limit

Proposed Development's Cost per Unit
Applicable Cost Limit per Unit:

\$515,961
\$533,792

Meets Limits

P. ELIGIBLE BASIS CALCULATION

Item	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):			
	(A) Cost	"30 % Present Value Credit"		(D) "70 % Present Value Credit"
		(B) Acquisition	(C) Rehab/ New Construction	
1. Total Development Costs	30,169,998	0	0	24,570,108
2. Reductions in Eligible Basis				
a. Amount of federal grant(s) used to finance qualifying development costs		0	0	0
b. Amount of nonqualified, nonrecourse financing		0	0	0
c. Costs of nonqualifying units of higher quality (or excess portion thereof)		0	0	0
d. Historic Tax Credit (residential portion)		0	0	0
3. Total Eligible Basis (1 - 2 above)		0	0	24,570,108
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	7,371,032
c. For Green Certification (Eligible Basis x 10%)				0
Total Adjusted Eligible basis			0	31,941,140
5. Applicable Fraction		100.00000%	100.00000%	100.00000%
6. Total Qualified Basis (Eligible Basis x Applicable Fraction)		0	0	31,941,140
7. Applicable Percentage		9.00%	9.00%	9.00%
<i>(Beginning in 2021, All Tax Exempt requests should use the standard 4% rate and all 9% requests should use the standard 9% rate.)</i>				
8. Maximum Allowable Credit under IRC §42 (Qualified Basis x Applicable Percentage)		\$0	\$0	\$2,874,703
(Must be same as BIN total and equal to or less than credit amount allowed)		\$2,874,703 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. Construction Loan	06/20/23	10/01/23	\$18,753,162	TBD
2. FCRHA Subordinate Loan	09/30/22	02/23/23	\$2,800,000	Debashish Chakravarty
3.				
Total Construction Funding:			\$21,553,162	

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. First Mortgage	6/30/2023	10/1/2023	\$4,150,000	\$285,543	5.59%	30	30
2. FCRHA Subordinate Loan	9/30/2022	2/23/2023	\$5,600,000	\$0	2.00%	30	30
3. VA DHCD ASNH - Virginia	10/31/2022	3/10/2023	\$900,000	\$4,500	0.50%	30	30
4. VA DHCD ASNH - HIEE	10/31/2022	3/10/2023	\$2,000,000	\$0	0.00%	30	30
5. VA DHCD ASNH	4/4/2023	7/1/2023	\$1,400,000	\$7,000	0.50%	30	30
6.							
7.							
8.							
9.							
10.							
Total Permanent Funding:			\$14,050,000	\$297,043			

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. CSH NOVA SHI Grant	2/17/2023	3/10/2023	\$300,000	Liam Hudson
2. Fairfax City Grant	1/30/2023	2/14/2023	\$700,000	Brooke Hardin
3. FY 2023 Omnibus Appropriations Bill		12/22/2022	\$1,900,000	Mayor Catherine Read
4.				
5.				
6.				
Total Permanent Grants:			\$2,900,000	

Q. SOURCES OF FUNDS

4. Subsidized Funding

	Source of Funds	Date of Commitment	Amount of Funds
1.	FCRHA Subordinate Loan	2/23/2023	\$5,600,000
2.	VA DHCD ASNH	3/10/2023	\$2,900,000
3.			
4.			
5.			
Total Subsidized Funding			\$8,500,000

5. Recap of Federal, State, and Local Funds

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

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

Below-Market Loans

a.	Tax Exempt Bonds	\$0
b.	RD 515	\$0
c.	Section 221(d)(3)	\$0
d.	Section 312	\$0
e.	Section 236	\$0
f.	Virginia Housing REACH Funds	\$0
g.	HOME Funds	\$0
h.	Choice Neighborhood	\$0
i.	National Housing Trust Fund	\$0
j.	Virginia Housing Trust Fund	\$900,000
k.	Other:	\$5,600,000
	FCRHA Subordinate Loan	
l.	Other:	\$3,400,000
	VA DHCD ASNH	

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	\$700,000
e.	Other:	CSH/Omnibus \$2,200,000

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

Q. SOURCES OF FUNDS

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

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

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

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

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

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

c. TRUE Other Federal project-based vouchers

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	\$1,250,000	(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 \$1,250,000

2. Equity Gap Calculation

a. Total Development Cost	\$30,169,998
b. Total of Permanent Funding, Grants and Equity	- <u>\$18,200,000</u>
c. Equity Gap	\$11,969,998
d. Developer Equity	- <u>\$1,195</u>
e. Equity gap to be funded with low-income tax credit proceeds	\$11,968,803

3. Syndication Information (If Applicable)

a. Actual or Anticipated Name of Syndicator:

Contact Person: Phone:

Street Address:

City: State: Zip:

b. Syndication Equity

i. Anticipated Annual Credits	\$1,260,000.00
ii. Equity Dollars Per Credit (e.g., \$0.85 per dollar of credit)	\$0.950
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	\$1,259,874
vi. Total to be paid by anticipated users of credit (e.g., limited partners)	\$11,968,803

c. Syndication: Private

d. Investors: Corporate

4. Net Syndication Amount

Which will be used to pay for Total Development Costs \$11,968,803

5. Net Equity Factor

Must be equal to or greater than 85% 95.0000000000%

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>\$30,169,998</u>
2. Less Total of Permanent Funding, Grants and Equity	-	<u><u>\$18,200,000</u></u>
3. Equals Equity Gap		<u>\$11,969,998</u>
4. Divided by Net Equity Factor (Percent of 10-year credit expected to be raised as equity investment)		<u><u>95.0000000000%</u></u>
5. Equals Ten-Year Credit Amount Needed to Fund Gap		<u>\$12,599,998</u>
Divided by ten years		<u><u>10</u></u>
6. Equals Annual Tax Credit Required to Fund the Equity Gap		<u>\$1,260,000</u>
7. Maximum Allowable Credit Amount (from Eligible Basis Calculation)		<u>\$2,874,703</u>
8. Requested Credit Amount	For 30% PV Credit:	<u>\$0</u>
	For 70% PV Credit:	<u>\$1,260,000</u>
Credit per LI Units	<u>\$23,333.3333</u>	
Credit per LI Bedroom	<u>\$22,500.0000</u>	
	Combined 30% & 70% PV Credit Requested	<u>\$1,260,000</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	\$86,555
Plus Other Income Source (list): <u>Laundry</u>	<u>\$225</u>
Equals Total Monthly Income:	<u>\$86,780</u>
Twelve Months	x12
Equals Annual Gross Potential Income	\$1,041,360
Less Vacancy Allowance <u>7.0%</u>	<u>\$72,895</u>
Equals Annual Effective Gross Income (EGI) - Low Income Units	<u>\$968,465</u>

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

Total Monthly Income for Market Rate Units:	\$0
Plus Other Income Source (list): <u> </u>	<u>\$0</u>
Equals Total Monthly Income:	<u>\$0</u>
Twelve Months	x12
Equals Annual Gross Potential Income	\$0
Less Vacancy Allowance <u>7.0%</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	\$968,465
b. Annual EGI Market Units	\$0
c. Total Effective Gross Income	\$968,465
d. Total Expenses	\$567,332
e. Net Operating Income	\$401,133
f. Total Annual Debt Service	\$297,043
g. Cash Flow Available for Distribution	\$104,090

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	968,465	987,834	1,007,591	1,027,743	1,048,297
Less Oper. Expenses	567,332	584,352	601,883	619,939	638,537
Net Income	401,133	403,482	405,708	407,804	409,760
Less Debt Service	297,043	297,043	297,043	297,043	297,043
Cash Flow	104,090	106,439	108,665	110,761	112,717
Debt Coverage Ratio	1.35	1.36	1.37	1.37	1.38

	Year 6	Year 7	Year 8	Year 9	Year 10
Eff. Gross Income	1,069,263	1,090,649	1,112,462	1,134,711	1,157,405
Less Oper. Expenses	657,693	677,424	697,747	718,679	740,240
Net Income	411,570	413,225	414,715	416,032	417,166
Less Debt Service	297,043	297,043	297,043	297,043	297,043
Cash Flow	114,527	116,182	117,672	118,989	120,123
Debt Coverage Ratio	1.39	1.39	1.40	1.40	1.40

	Year 11	Year 12	Year 13	Year 14	Year 15
Eff. Gross Income	1,180,553	1,204,164	1,228,248	1,252,812	1,277,869
Less Oper. Expenses	762,447	785,320	808,880	833,146	858,141
Net Income	418,106	418,844	419,368	419,666	419,728
Less Debt Service	297,043	297,043	297,043	297,043	297,043
Cash Flow	121,063	121,801	122,325	122,623	122,685
Debt Coverage Ratio	1.41	1.41	1.41	1.41	1.41

Estimated Annual Percentage Increase in Revenue 2.00% (Must be < 2%)
 Estimated Annual Percentage Increase in Expenses 3.00% (Must be > 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

Please help us with the process:
DO NOT use the CUT feature
DO NOT SKIP LINES BETWEEN BUILDINGS

Bldg #	BIN if known	TAX CREDIT UNITS	MARKET RATE UNITS	30% Present Value Credit for Acquisition				30% Present Value Credit for Rehab / New Construction				70% Present Value Credit						
				Street Address 1	Street Address 2	City	State	Zip	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
1.	TBD	54	0	9640 Fairfax Boulevard		Fairfax	VA	22031	\$0			\$0			\$0	10/28/25	9.00%	\$2,874,703
2.									\$0			\$0			\$0			\$0
3.									\$0			\$0			\$0			\$0
4.									\$0			\$0			\$0			\$0
5.									\$0			\$0			\$0			\$0
6.									\$0			\$0			\$0			\$0
7.									\$0			\$0			\$0			\$0
8.									\$0			\$0			\$0			\$0
9.									\$0			\$0			\$0			\$0
10.									\$0			\$0			\$0			\$0
11.									\$0			\$0			\$0			\$0
12.									\$0			\$0			\$0			\$0
13.									\$0			\$0			\$0			\$0
14.									\$0			\$0			\$0			\$0
15.									\$0			\$0			\$0			\$0
16.									\$0			\$0			\$0			\$0
17.									\$0			\$0			\$0			\$0
18.									\$0			\$0			\$0			\$0
19.									\$0			\$0			\$0			\$0
20.									\$0			\$0			\$0			\$0
21.									\$0			\$0			\$0			\$0
22.									\$0			\$0			\$0			\$0
23.									\$0			\$0			\$0			\$0
24.									\$0			\$0			\$0			\$0
25.									\$0			\$0			\$0			\$0
26.									\$0			\$0			\$0			\$0
27.									\$0			\$0			\$0			\$0
28.									\$0			\$0			\$0			\$0
29.									\$0			\$0			\$0			\$0
30.									\$0			\$0			\$0			\$0
31.									\$0			\$0			\$0			\$0
32.									\$0			\$0			\$0			\$0
33.									\$0			\$0			\$0			\$0
34.									\$0			\$0			\$0			\$0
35.									\$0			\$0			\$0			\$0
		54																

0 If development has more than 35 buildings, contact Virginia Housing.

Totals from all buildings

\$0

\$0

\$31,941,140

\$0

\$0

\$0

\$2,874,703

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 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 agrees to provide disclosure to all tenants of the availability of Renter Education provided by Virginia Housing.
- 16. that undersigned waives the right to pursue a Qualified Contract on this development.
- 17. 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: Wesley Lamb LLC
WL Managing Member LLC
WHDC Wesley Lamb Managing Member, LLC

By: *Kald Mitter*
 Its: President of Wesley Housing Development Corporati
 (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:	Alan R. Miner
Virginia License#:	011591
Architecture Firm or Company:	Miner Feinstein Architects, LLC

By:  _____

Its: Principal _____
(Title)

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

W. LIHTC SELF SCORE SHEET

Self Scoring Process

This Self Scoring Process is intended to provide you with an estimate of your application's score based on the information included within the reservation application. Other items, denoted below in the yellow shaded cells, are typically evaluated by 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. Items 5f and 5g require 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:

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

Included

Y	Y or N
Y	Y, N, N/A
Y	Y or N

Score

0
0
0
0
0
0
0
0
0
0
0
0
0
0.00

Total:

1. READINESS:

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

Y	0 or -50
N	0 or -25
N	0 to 10
N	0 or 10
Y	0 or 15
N	0 or 15

0.00
0.00
0.00
0.00
15.00
0.00
15.00

Total:

2. HOUSING NEEDS CHARACTERISTICS:

- a. Sec 8 or PHA waiting list preference
- b. Existing RD, HUD Section 8 or 236 program
- c. Subsidized funding commitments
- d. Tax abatement on increase of property's value
- e. New project based rental subsidy (HUD or RD)
- f. Census tract with <12% poverty rate
- g. Development provided priority letter from Rural Development
- h. Dev. located in area with increasing rent burdened population

Y	0 or up to 5
N	0 or 20
28.17%	Up to 40
N	0 or 5
N	0 or 10
10%	0, 20, 25 or 30
N	0 or 15
Y	Up to 20

5.00
0.00
40.00
0.00
0.00
25.00
0.00
20.00
90.00

Total:

3. DEVELOPMENT CHARACTERISTICS:

a. Enhancements (See calculations below)			73.00
b. Project subsidies/HUD 504 accessibility for 5 or 10% of units	Y	0 or 50	50.00
or c. HUD 504 accessibility for 10% of units	N	0 or 20	0.00
d. Provides approved resident services or eligible childcare services	Y	0 or 15	15.00
e. Provides telephonic or virtual health services	Y	0 or 15	15.00
f. Proximity to public transportation (within Northern VA or Tidewater)	Y10	0, 10 or 20	10.00
g. Development will be Green Certified	Y	0 or 10	10.00
h. Units constructed to meet Virginia Housing's Universal Design standards	100%	Up to 15	15.00
i. Developments with less than 100 low income units	Y	up to 20	18.40
j. Historic Structure eligible for Historic Rehab Credits	N	0 or 5	0.00
Total:			<u>206.40</u>

4. TENANT POPULATION CHARACTERISTICS:

	Locality AMI	State AMI	
	\$142,300	\$71,300	
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	0.00%	Up to 15	0.00
c. Units with rent and income at or below 30% of AMI and are not subsidized (up to 10% of LI units)	11.11%	Up to 10	10.00
d. Units with rents at or below 40% of AMI (up to 10% of LI units)	16.67%	Up to 10	10.00
e. Units with rent and income at or below 50% of AMI	66.67%	Up to 50	50.00
f. Units with rents at or below 50% rented to tenants at or below 60% of AMI	66.67%	Up to 25	0.00
or g. Units in LI Jurisdictions with rents <= 50% rented to tenants with <= 60% of AMI	66.67%	Up to 50	0.00
Total:			<u>70.00</u>

5. SPONSOR CHARACTERISTICS:

a. Experienced Sponsor - 1 development in Virginia	Y	0 or 5	5.00
b. Experienced Sponsor - 3 developments in any state	Y	0 or 15	15.00
c. Developer experience - life threatening hazard	N	0 or -50	0.00
d. Developer experience - noncompliance	N	0 or -15	0.00
e. Developer experience - did not build as represented (per occurrence)	0	0 or -2x	0.00
f. Developer experience - failure to provide minimum building requirements (per occurrence)	0	0 or -50 per item	0.00
g. Developer experience - termination of credits by Virginia Housing	N	0 or -10	0.00
h. Developer experience - exceeds cost limits at certification	N	0 or -50	0.00
i. Socially Disadvantaged Principal owner 25% or greater	N	0 or 5	0.00
j. Management company rated unsatisfactory	N	0 or -25	0.00
k. Experienced Sponsor partnering with Local Housing Authority pool applicant	N	0 or 5	0.00
Total:			<u>20.00</u>

6. EFFICIENT USE OF RESOURCES:

a. Credit per unit		Up to 200	187.23
b. Cost per unit		Up to 100	6.28
Total:			<u>193.51</u>

7. BONUS POINTS:

a. Extended compliance	0 Years	40 or 50	0.00
or b. Nonprofit or LHA purchase option	Y	0 or 60	60.00
or c. Nonprofit or LHA Home Ownership option	N	0 or 5	0.00
d. Combined 9% and 4% Tax Exempt Bond Site Plan	N	Up to 30	0.00
e. RAD or PHA Conversion participation and competing in Local Housing Authority pool	N	0 or 10	0.00
f. Team member with Diversity, Equity and Inclusion Designation	Y	0 or 5	5.00
g. Commitment to electronic payment of fees	Y	0 or 5	5.00
Total:			<u>70.00</u>

400 Point Threshold - all 9% Tax Credits

TOTAL SCORE: 664.91

300 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 materials	40	40.00
c. Sub metered water expense	5	0.00
d. Watersense labeled faucets, toilets and showerheads	3	0.00
e. Rehab only: Infrastructure for high speed internet/broadband	1	0.00
f. N/A for 2022	0	0.00
g. Each unit provided free individual high speed internet access	10	0.00
h. Each unit provided free individual WiFi	12	12.00
i. Bath Fan - Delayed timer or continuous exhaust	3	3.00
j. Baths equipped with humidistat	3	0.00
k. Cooking Surfaces equipped with fire prevention features	4	0.00
l. Cooking surfaces equipped with fire suppression features	2	2.00
m. Rehab only: dedicated space to accept permanent dehumidification system	2	0.00
n. Provides Permanently installed dehumidification system	5	5.00
o. All interior doors within units are solid core	3	3.00
p. USB in kitchen, living room and all bedrooms	1	1.00
q. LED Kitchen Light Fixtures	2	2.00
r. % of renewable energy electric systems	10	0.00
s. New Construction: Balcony or patio	4	0.00
		<u>73.00</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
w. Shelf or Ledge at entrance within interior hallway	2	0.00
		<u>0.00</u>
Total amenities:		<u>73.00</u>

X. Development Summary

Summary Information 2023 Low-Income Housing Tax Credit Application For Reservation

Deal Name: Wesley Lamb PSH

Cycle Type: 9% Tax Credits Requested Credit Amount: \$1,260,000
 Allocation Type: New Construction Jurisdiction: Fairfax City
 Total Units: 54 Population Target: General
 Total LI Units: 54
 Project Gross Sq Ft: 47,431.00 Owner Contact: Kamilah McAfee
 Green Certified? TRUE

Total Score
664.91

Source of Funds	Amount	Per Unit	Per Sq Ft	Annual Debt Service
Permanent Financing	\$14,050,000	\$260,185	\$296	\$297,043
Grants	\$2,900,000	\$53,704		
Subsidized Funding	\$8,500,000	\$157,407		

Uses of Funds - Actual Costs				
Type of Uses	Amount	Per Unit	Sq Ft	% of TDC
Improvements	\$14,676,476	\$271,787	\$309	48.65%
General Req/Overhead/Profit	\$2,030,443	\$37,601	\$43	6.73%
Other Contract Costs	\$506,598	\$9,381	\$11	1.68%
Owner Costs	\$8,206,481	\$151,972	\$173	27.20%
Acquisition	\$2,250,000	\$41,667	\$47	7.46%
Developer Fee	\$2,500,000	\$46,296	\$53	8.29%
Total Uses	\$30,169,998	\$558,704		

Total Development Costs	
Total Improvements	\$25,419,998
Land Acquisition	\$2,250,000
Developer Fee	\$2,500,000
Total Development Costs	\$30,169,998

Income	
Gross Potential Income - LI Units	\$1,041,360
Gross Potential Income - Mkt Units	\$0
Subtotal	\$1,041,360
Less Vacancy %	7.00%
	\$72,895
Effective Gross Income	\$968,465

Proposed Cost Limit/Sq Ft: \$587
 Applicable Cost Limit/Sq Ft: \$497
 Proposed Cost Limit/Unit: \$515,961
 Applicable Cost Limit/Unit: \$533,792

Rental Assistance? TRUE

Unit Breakdown	
Supp Hsg	54
# of Eff	0
# of 1BR	0
# of 2BR	0
# of 3BR	0
# of 4+ BR	0
Total Units	54

Expenses		
Category	Total	Per Unit
Administrative	\$160,707	\$2,976
Utilities	\$103,128	\$1,910
Operating & Maintenance	\$164,990	\$3,055
Taxes & Insurance	\$122,307	\$2,265
Total Operating Expenses	\$551,132	\$10,206
Replacement Reserves	\$16,200	\$300
Total Expenses	\$567,332	\$10,506

	Income Levels	Rent Levels
	# of Units	# of Units
<=30% AMI	6	6
40% AMI	3	3
50% AMI	27	27
60% AMI	18	18
>60% AMI	0	0
Market	0	0

Cash Flow	
EGI	\$968,465
Total Expenses	\$567,332
Net Income	\$401,133
Debt Service	\$297,043
Debt Coverage Ratio (YR1):	1.35

Income Averaging? FALSE

Extended Use Restriction? 30

Y. Efficient Use of Resources

Credit Points for 9% Credits:

If the Combined Max Allowable Credits is \$500,000 and the annual credit requested is \$200,000, you are providing a 60% savings for the program. This deal would receive all 200 credit points.

For another example, the annual credit requested is \$300,000 or a 40% savings for the program. Using a sliding scale, the credit points would be calculated by the difference between your savings and the desired 60% savings. Your savings divided by the goal of 60% times the max points of 200. In this example, $(40\%/60\%) \times 200$ or 133.33 points.

Tax Exempt Deals are granted a starting point value greater than zero to allow for the nature of these deals.

Combined Max	\$2,874,703
Credit Requested	\$1,260,000
% of Savings	56.17%
Sliding Scale Points	187.23

Cost Points:

If the Applicable Cost by Square foot is \$238 and the deal’s Proposed Cost by Square Foot was \$119, you are saving 50% of the applicable cost. This deal would receive all 100 cost points.

For another example, the Applicable Cost by SqFt is \$238 and the deal’s Proposed Cost is \$153.04 or a savings of 35.70%. Using a sliding scale, your points would be calculated by the difference between your savings and the desired 50% savings. Your savings divided by the goal of 50% times the max points 100. In this example, $(35.7\%/50\%) \times 100$ or 71.40 points.

Total Costs Less Acquisition	\$27,919,998	
Total Square Feet	47,431.00	
Proposed Cost per SqFt	\$588.64	
Applicable Cost Limit per Sq Ft	\$497.00	
% of Savings	-18.44%	
Total Units	54	
Proposed Cost per Unit	\$517,037	
Applicable Cost Limit per Unit	\$533,792	
% of Savings	3.14%	
Max % of Savings	3.14% Sliding Scale Points	6.28

Tab A:

Organizational Documents, developer fee agreement and Org Chart for this deal
(MANDATORY)

**Amended and Restated Memorandum of Understanding (MOU) between
Wesley Housing Development Corporation (Wesley) and
The Lamb Center (TLC)**

WHEREAS, The Lamb Center (“TLC”) and Wesley Housing Development Corporation of Northern Virginia (“Wesley” and, collectively with TLC, the “Parties”) entered into a Memorandum of Understanding dated as of April 14, 2022 (the “Prior MOU”) with regard to their work to carry out the redevelopment of property located at 9640 Fairfax Boulevard, Fairfax, VA, with a City of Fairfax Parcel Identification Number of 48-3-09-020 (the “Property”); and

WHEREAS, TLC formed 9640 Fairfax Boulevard, LLC, a Virginia limited liability company, (“9640 Fairfax”) as an affiliate of TLC for the purpose of acquiring the Property and participating in the Project (as defined below); and

WHEREAS, by Deed dated January 17, 2023 and recorded in Fairfax County in BK 27833 page 1545, 9640 Fairfax acquired title to the Property; and

WHEREAS, TLC desires to work exclusively with Wesley to provide for the redevelopment of the Property to include an affordable multifamily rental building of 54 units housing individuals vulnerable to homelessness and providing ongoing supportive services to such individuals (collectively, the “Project”); and

WHEREAS, both Wesley and TLC desire to enter into this Amended and Restated Memorandum of Understanding (“MOU”) to amend and restate the Prior MOU in order to set forth the revised general terms by which they intend to continue to work together to carry out this objective.

NOW THEREFORE, the Parties agree as follows:

1. General. The Parties will form a joint venture to develop the Project using sources including, but not limited to, mortgage loans and the proceeds of the syndication of Low Income Housing Tax Credits (“LIHTC”). The parties will work together cooperatively and consult with one another in good faith to advance the activities contemplated by this MOU.
2. Project Responsibilities. Wesley will be the lead developer and will be responsible for securing the financing and overseeing the design and construction of the Project. TLC will be responsible for managing local political and community relations including being the lead in securing the entitlements for the Project. Wesley and TLC will each take all reasonable actions which are within their authority and necessary to carry out their respective responsibilities, subject to Major Decisions which require mutual consent as described below in Section 3 and Exhibit A attached hereto and made a part hereof.
3. Ownership Entity. Wesley will form the single purpose ownership entity (the “Ownership Entity”) necessary to acquire and operate the Project. In addition, Wesley will form an entity that will serve as the General Partner or Managing Member of the Ownership Entity (hereinafter, the “General Partner”). The interests in the General Partner will be owned

Seventy-five percent (75%) by Wesley, either directly or through an affiliate and Twenty-five percent (25%) by TLC, either directly or through an affiliate. Wesley shall be the Managing Member or Managing Partner of the General Partner. Except for any agreed-upon responsibilities of TLC under this MOU or under the operating agreement of the General Partner (“Operating Agreement”), Wesley will carry out the day-to-day business of the Ownership Entity. All Major Decisions, which are described on Exhibit A, will be made jointly, and require the consent via email by both parties.

4. Ground Lease. Prior to the submission of any application for financing, 9640 Fairfax and the Ownership Entity shall enter into an option to ground lease the Property for an initial 99-year period for the redevelopment of the Property. The Parties agree that, at the initial financial closing/construction closing for the redevelopment of the Property, the Ownership Entity will pay to 9640 Fairfax in cash the full purchase price of \$2,250,000 as well as the costs expended by TLC and/or 9640 Fairfax in connection with the acquisition and holding of the Property, which acquisition costs are all shown on (1) the settlement statement for said acquisition attached hereto as Exhibit C and (2) the two invoices attached hereto as Exhibit D. The Parties agree that the Ground Lease reflecting said upfront payment will be entered into at the time of the initial financial closing/construction closing subject to the conditions set forth in this MOU.
5. Development Fee. The Parties will earn a Development Fee for their efforts regarding the Project, which fee will be calculated according to the criteria allowed by Virginia Housing. A portion of the Development Fee is expected to be paid during the development period from construction closing through stabilization in accordance with the developer fee pay-in schedule negotiated with the LIHTC equity investor (the “Cash Developer Fee”). Another portion of the Development Fee may be paid from operating cash flow after the Project reaches stabilized operations (the “Deferred Developer Fee”). Each installment payment of the Development Fee will be split 80% to Wesley and 20% to TLC for the first \$1,250,000 and then 50%/50% beyond that.
6. Other Fees. Wesley shall receive an annual Asset Management Fee of \$5,000 (or another amount agreed to with the LIHTC investor and TLC) escalating at the Consumer Price Index. Wesley will also have the right to provide affiliated Construction Management services and to charge a reasonable fee not to exceed 1.5% of the final construction budget to be included in the Project budget.
7. Property Manager. Subject to VHDA and LIHTC Investor approval, the property management agent for the Project shall be Wesley Property Management Company (“WPMC”), which shall be employed under industry-standard terms including reasonable management fees based on a percentage of gross collections. TLC shall have the authority to recommend removal of WPMC for cause, subject to reasonable notice and cure provisions to be addressed in the Operating Agreement and Property Management Agreement. However, any replacement management agent shall be approved by Wesley, which approval shall not be unreasonably withheld.

8. Resident Services.

(a) Case Management Services. The Parties have entered into a separate Supportive Services Memorandum of Understanding dated as of _____, 2023. The Parties agree that, until such time as TLC obtains the CORES certification, Wesley will be designated as the lead supportive services provider and TLC will become the lead supportive services provider as soon as it obtains said CORES certification. The Parties agree that, even while Wesley is designated as lead supportive services provider, for the duration of the LIHTC compliance period, TLC staff will provide the following on-site case management supportive services during standard business hours (9AM to 5PM Monday through Friday):

- Healthcare (including dental and vision) system navigation
- Mental health care services and/or system navigation
- Substance use disorder (SUD) recovery and support services and/or system navigation
- Independent living skills
- Budgeting and financial management support
- Access to Workforce Development Program
- Community building activities

TLC agrees to absorb the costs of providing the above-listed services for as long as TLC staff provides said services to the residents of the Project. The minimum period of time during which TLC will provide supportive services as set forth above is anticipated to be 15 years, or as required by the LIHTC investor.

(b) After-hours and Weekend Services.

Providing After-hours and Weekend Services: The Parties agree that it is essential to take responsibility for after-hours and weekends services, which shall include oversight and monitoring of the Property as well as crisis response services for residents of the Project. The Parties further agree to collectively determine which entity is most appropriate to enter into a contract with a qualified service provider and/or hire employee(s), if deemed most appropriate for providing the services.

Funding After-hours and Weekend Services: The Parties agree to work cooperatively to identify and apply for grants and other funding opportunities that may be available upfront and on an ongoing basis for such services, including but not limited to funding made available through the DHCD Housing Trust Fund and the Fairfax County Consolidated Community Funding Pool. The Parties agree to collaboratively identify operating and/or capital source(s) and to finalize an overarching funding plan for the after-hours and weekends services prior to the construction loan closing. The Parties agree that these services will be funded with payment options prioritized in the following order:

First, include the expense for these services as an operating expense in the operating budget of the Ownership Entity, if possible;

Second, at least the first year of expenses for these services will be characterized as a capital expense of the Ownership Entity, which would either be funded from a new source or be paid by reducing the proposed paid developer fee by up to \$100,000 each for Wesley and TLC; and

Third, include the expense for these services as a priority distribution in the cash flow waterfall above the projected deferred developer fee and/or cash flow distributions to Wesley and TLC. This scenario will potentially reduce the anticipated deferred developer fee payment to Wesley and TLC on a 50/50 basis.

The details of this funding and services plan shall be further specified in an after-hours and weekends services agreement that the parties will complete prior to construction closing.

9. Predevelopment Expenses. The first \$1,000,000 of predevelopment expenses will be shared 50%/50%. Predevelopment costs beyond \$1,000,000 will be fully funded by Wesley. All approved predevelopment expenditures will be repaid with interest from proceeds of construction financing for the Project. The initial predevelopment budget is attached at Exhibit B. The parties will reconcile expenditures up to March 31, 2023 and will jointly review and approve predevelopment expenditures on a quarterly basis.
10. Guaranties. Wesley will provide all required guarantees for the development of the Project.
11. Development Team. Wesley will be responsible for assembling the full development team. The selection of the project architect, general contractor, and lender will be subject to TLC's consent. For each of these roles, Wesley will present at least two qualified candidates, along with its recommendation.
12. Tax Credit Application Timing. At the time of execution of this MOU it is anticipated that the Project will be on track for a 9% tax credit application in March 2023. In the event the Project is not successful in receiving an award of 9% LIHTC in the March 2023 round, the parties agree to discuss either deferring the Project until the March 2024 round of 9% LIHTC applications or moving forward with the Project using 4% LIHTC funding. If there is a deferral, Wesley will fund 50% of any additional holding costs (e.g., insurance, taxes, demolition of existing building on the property, and acquisition loan costs) related to the additional year of delay.
13. Consultants and Contractors. Wesley, on its own and in conjunction with TLC, as applicable, will select those vendors and consultants whose proposal, bid or offer are most advantageous to the Project, taking into consideration price, quality and other factors. All consultants engaged in connection with the Project (each a "Consultant") are expected to be paid by the Ownership Entity out of the financing sources for the Project.

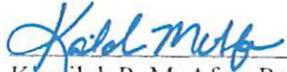
14. Purchase Option and Right of First Refusal. TLC shall be given the first Purchase Option and Right of Refusal under Section 42(i)(7) of the Internal Revenue Code to purchase the Project from the Ownership Entity following the end of the LIHTC compliance period. Wesley shall be given a secondary Purchase Option and Right of First Refusal to purchase the Project in the event that TLC does not exercise its rights to acquire the Project. If TLC exercises its first right, it is Wesley's expectation and preference to continue to be included in the operation of the project thereafter at the same terms. However, if TLC opts to exit Wesley from the partnership, Wesley shall realize its 75% share of any equity as evidenced by appraisal.
15. Further Modification The Parties recognize that this MOU includes a summary of the business terms and does not contemplate all the details of the transactions between the Parties with regard to the Project. The Parties further recognize that numerous variables may cause the eventual financing structure to differ materially from current projections, and affirm that in order to achieve the goals of this MOU, it may be necessary to modify certain of the terms of this MOU (including, but not limited to, the maximum percentage of cash flow which may be paid to Wesley and/or TLC as an Incentive Management Fee).
16. Dispute Resolution. If good faith negotiations between the Parties have failed to resolve an issue, any disagreements between the Parties will be referred to an independent expert acceptable to both Parties. If the Parties are unable to reach a satisfactory resolution through a mediation process, the dispute would be referred to The McCammon Group, having an address of The Reynolds Building, 6641 W. Broad Street, Suite 400, Richmond, Virginia 23230 (or other acceptable arbitration service), with litigation being a last resort.
17. Binding Agreement. The Parties agree that this MOU shall be binding and enforceable against them as well as their successors and assigns and any affiliate the Parties may create in connection with the Project.

[Remainder of Page Left Blank. Signatures Appear on Next Page]

ACCEPTED AND AGREED this 15 day of March, 2023

Wesley Housing Development Corporation

The Lamb Center


Kamilah P. McAfee, President


Tara Ruszkowski, Executive Director

EXHIBIT A
MAJOR DECISIONS

1. The preparation of and any material modifications to the redevelopment plan that will include but not be limited to unanimous agreement on the development budget, the annual operating budget, the unit and affordability mix, architectural design, clients served, resident services to be included and project branding.
2. Execute any contract or other agreement with a general contractor or architect in connection with the Project or execute any contract or other agreement in excess of \$250,000.
3. Execute or file any documents or applications to obtain the approvals necessary to develop the Project.
4. Acquire any real property.
5. Market the Project for sale, enter into any agreement for the marketing or sale of all or any portion of the Project or sell all or any portion of the Project.
6. Admit a new Member to this joint venture or the Ownership Entity.
7. Make any material modifications to, or act in contravention of, the development budget. A material modification shall mean any change that increases any line item in the development budget by more than 10%.
8. Setting the initial operating budget, including agreement of the division of the payment for the costs of management, maintenance, and supportive services.

EXHIBIT B
PREDEVELOPMENT BUDGET

Lamb Center - Predevelopment Budget DRAFT

	LIHTC App (3/2023)				Closing (4/2024)						
	Q1-2022	Q2-2022	Q3-2022	Q4-2022	Q1-2023	Q2-2023	Q3-2023	Q4-2023	Q1-2024	Q2-2024	TOTALS
Acquisition Costs											
Subtotal	\$2,412,425										\$0
Construction Costs											
Subtotal	\$9,925,938										\$0
Architecture and Engineering											
<i>Design</i>											
Architecture	\$517,875	\$20,000	\$20,000	\$25,000	\$25,000	\$0	\$100,000	\$100,000	\$100,000	\$117,875	\$517,875
Civil Engineering	\$150,000	\$7,500	\$7,500	\$7,500	\$7,500	\$0	\$25,000	\$25,000	\$25,000	\$42,000	\$150,000
Landscape Design	\$50,000	\$2,500	\$2,500	\$2,500	\$2,500	\$0	\$15,000	\$15,000	\$10,000	\$0	\$50,000
<i>Construction Administration</i>											
Architect's CA	\$172,625										\$0
Civil Engineering CA	\$50,000										\$0
Subtotal	\$940,500	\$30,000	\$30,000	\$35,000	\$35,000	\$0	\$140,000	\$140,000	\$135,000	\$159,875	\$717,875
Owner's Construction Costs											
<i>Entitlement Fees</i>											
Land Use Application Fees	\$10,000	\$10,000									\$10,000
<i>Impact Fees</i>											
Water & Sewer Tap Fees	\$560,000									\$560,000	\$560,000
<i>Building Permit Fee</i>											
Building Permit Fee	\$75,000						\$20,000			\$55,000	\$75,000
<i>Performance Bonds</i>											
Other Performance Bonds	\$25,000									\$25,000	\$25,000
<i>Relocation</i>											
<i>Utility Related Fees</i>											
Utility Consultant	\$25,000	\$2,500							\$5,000	\$7,500	\$25,000
Utility Connection Fees	\$50,000								\$50,000		\$50,000
<i>FF&E</i>											
Common Area Decorations and Furnishir	\$125,000										\$0
<i>Builder's Risk Insurance</i>											
Builder's Risk Insurance	\$45,000									\$45,000	\$45,000
Other Owner's Costs											
Subtotal	\$915,000	\$12,500	\$0	\$0	\$0	\$0	\$5,000	\$25,000	\$55,000	\$692,500	\$790,000
Professional Services											
<i>Appraisal and Market Study</i>											
Appraisal	\$10,000	\$7,500								\$2,500	\$10,000
Market Study	\$10,000			\$7,500						\$2,500	\$10,000
<i>Environmental</i>											
Environmental Assessments	\$10,000	\$2,500		\$2,500						\$7,500	\$10,000
Geotech Study	\$25,000	\$4,500									\$25,000
<i>Construction Oversight</i>											
Owner's Plan and Cost Review	\$0										\$0
Construction Oversight	\$198,519										\$0
<i>Green Consulting</i>											
Green Rating Agency Fee	\$20,000			\$2,500					\$7,500	\$7,500	\$25,000
Other Green Consultant Fees											
Other Professional Services Fees											
ALTA Survey (if not in Engineering)	\$20,000	\$5,500							\$14,500		\$20,000

	Total Uses	Q1-2022	Q2-2022	Q3-2022	Q4-2022	Q1-2023	Q2-2023	Q3-2023	Q4-2023	Q1-2024	Q2-2024	TOTALS
Traffic Study	\$30,000		\$10,000	\$15,000	\$5,000							\$30,000
Subtotal	\$323,519	\$13,500	\$24,500	\$15,000	\$17,500	\$2,500	\$0	\$12,500	\$15,000	\$22,000	\$7,500	\$130,000
Financing Costs												
<i>Construction Loan Fees and Expenses</i>												
Subtotal from FinDetail	\$112,000											\$0
<i>Construction Period Interest</i>												
Subtotal from FinDetail	\$253,587											\$0
<i>Permanent Loan Fees and Expenses</i>												
Subtotal from FinDetail	\$14,000							\$14,000				\$14,000
<i>Mortgage Title and Recording</i>												
Subtotal from FinDetail	\$9,240											\$0
<i>Predevelopment Loan Costs</i>												
Pre-Development Loan Interest	\$90,000											\$0
<i>Tax Credit Fees</i>												
LIHTC Application Fee	\$1,000					\$1,000						\$1,000
LIHTC Allocation Fee	\$79,000											\$0
Other												
<i>Investor Fees and Expenses</i>												
Investor Counsel	\$50,000											\$0
Owner's Legal Fees												
Legal	\$175,000		\$10,000	\$10,000	\$10,000	\$10,000		\$10,000	\$25,000	\$25,000	\$75,000	\$175,000
<i>Other Financing Expenses</i>												
Financing Contingency	\$50,000											\$0
Subtotal	\$833,827	\$0	\$10,000	\$10,000	\$10,000	\$11,000	\$0	\$10,000	\$39,000	\$25,000	\$75,000	\$190,000
Partnership Costs												
<i>Accounting & Audit</i>												
Projections and Cost Certification	\$25,000								\$2,500	\$2,500		\$5,000
<i>Marketing</i>												
Marketing	\$50,000											\$0
<i>Other Partnership Costs</i>												
Organizational Costs	\$5,000					\$5,000						\$5,000
Subtotal	\$80,000	\$0	\$0	\$0	\$0	\$5,000	\$0	\$0	\$2,500	\$2,500	\$0	\$10,000
Operating and Carrying Costs												
<i>Taxes and Insurance</i>												
Real Estate Taxes	\$25,000											\$0
Property and Liability Insurance	\$50,000											\$0
Subtotal	\$75,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Reserves and Escrows												
<i>Operating and Debt Service Reserves</i>												
Debt Service Reserve (months)	\$117,450											\$0
Operating Reserve (months)	\$392,000											\$0
<i>Other Reserves</i>												
Initial Dep to Rep Reserve (months)	\$8,400											\$0
Lease-Up Reserve	\$35,000											\$0
Section 8 Transition Reserve												
Subtotal	\$552,850	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Development Cost Subtotal	\$16,059,058	\$26,500	\$77,000	\$55,000	\$62,500	\$53,500	\$0	\$167,500	\$221,500	\$239,500	\$934,875	\$1,837,875
Developer's Fee	\$1,712,325	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Total Uses	Q1-2022	Q2-2022	Q3-2022	Q4-2022	Q1-2023	Q2-2023	Q3-2023	Q4-2023	Q1-2024	Q2-2024	TOTALS	
Total Development Cost	\$17,771,383	\$26,500	\$77,000	\$55,000	\$62,500	\$63,500	\$0	\$167,500	\$221,500	\$239,500	\$934,875	\$1,837,875

EXHIBIT C
SETTLEMENT STATEMENT



WALKER TITLE, LLC
11781 LEE JACKSON MEMORIAL HIGHWAY,
SUITE 300, FAIRFAX, VIRGINIA 22033
TELEPHONE: 703-591-2325 FAX: 703-591-2328

A. Settlement Statement
 U.S. Department of Housing and Urban Development
 OMB No. 2502-0265

B. TYPE OF LOAN
 1. FHA 2. FmHA 3. Conv. Unins.
 4. VA 5. Conv. Ins.

6. FILE NUMBER: A2200039NW 7. LOAN NUMBER: 004466
 8. MORTGAGE INSURANCE CASE NUMBER

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for information purposes and are not included in the totals. **WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U. S. Code Section 1001 and Section 1010.**

TitleExpress Settlement System
 Printed 01/12/2023 at 16:49 NW

D. NAME OF BORROWER: 9640 Fairfax Boulevard, LLC, a Virginia llc
ADDRESS: 3160 Campbell Drive, Fairfax, VA 22031

E. NAME OF SELLER: JAY KIRTI INC. by and through Realty Exchange Corporation
ADDRESS: 9640 FAIRFAX BLVD, Fairfax, VA 22031

F. NAME OF LENDER: ENTERPRISE COMMUNITY LOAN FUND, INC.
ADDRESS: 70 Corporate Center, 11000 Broken Land Parkway, Suite 700, Columbia, MD 21044

G. PROPERTY ADDRESS: 9640 FAIRFAX BLVD, Fairfax, VA 22031
 EAST FAIRFAX PARK LT 20-17839 SF 5925-1936, City of Fairfax, Virginia

H. SETTLEMENT AGENT: Walker Title, LLC
PLACE OF SETTLEMENT: 11781 Lee Jackson Mem Hwy, #300, Fairfax, VA 22033

I. SETTLEMENT DATE: 01/17/2023

J. SUMMARY OF BORROWER'S TRANSACTION:		K. SUMMARY OF SELLER'S TRANSACTION:	
100. GROSS AMOUNT DUE FROM BORROWER		400. GROSS AMOUNT DUE TO SELLER	
101. Contract sales price	2,250,000.00	401. Contract sales price	2,250,000.00
102. Personal Property		402. Personal Property	
103. Settlement charges to borrower (line 1400)	400,442.17	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/town taxes		406. City/town taxes	
107. County taxes		407. County taxes	
108. Assessments		408. Assessments	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BORROWER	2,650,442.17	420. GROSS AMOUNT DUE TO SELLER	2,250,000.00
200. AMOUNTS PAID BY OR ON BEHALF OF BORROWER		500. REDUCTIONS IN AMOUNT DUE TO SELLER	
201. Deposit or earnest money	200,000.00	501. Excess Deposit (see instructions)	
202. Principal amount of new loans	2,320,000.00	502. Settlement charges to seller (line 1400)	142,700.00
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of First Mortgage Loan	
205.		505.	
206.		506.	
207.		507.	
208.		508.	
209. Stormwater Fees	40.73	509. Stormwater Fees	40.73
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/town taxes 01/01/23 to 01/17/23	404.39	510. City/town taxes 01/01/23 to 01/17/23	404.39
211. County taxes		511. County taxes	
212. Assessments		512. Assessments	
213.		513.	
214.		514.	
215.		515.	
216.		516. Exchange Escrow Funds	2,106,854.88
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY/FOR BORROWER	2,520,445.12	520. TOTAL REDUCTION AMOUNT DUE SELLER	2,250,000.00
300. CASH AT SETTLEMENT FROM OR TO BORROWER		600. CASH AT SETTLEMENT TO OR FROM SELLER	
301. Gross amount due from borrower (line 120)	2,650,442.17	601. Gross amount due to seller (line 420)	2,250,000.00
302. Less amounts paid by/for borrower (line 220)	2,520,445.12	602. Less reduction amount due seller (line 520)	2,250,000.00
303. CASH FROM BORROWER	129,997.05	603. CASH TO SELLER	0.00

SUBSTITUTE FORM 1099 SELLER STATEMENT: The information contained herein is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported. The Contract Sales Price described on line 401 above constitutes the Gross Proceeds of this transaction.

You are required by law to provide the settlement agent (Fed. Tax ID No: 14-1949453) with your correct taxpayer identification number. If you do not provide your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law. Under penalties of perjury, I certify that the number shown on this statement is my correct taxpayer identification number.

TIN: _____ / _____ SELLER(S) SIGNATURE(S): _____ / _____

SELLER(S) NEW MAILING ADDRESS: _____

SELLER(S) PHONE NUMBERS: _____ (H) _____ (W)

L. SETTLEMENT CHARGES		PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700. TOTAL SALES/BROKER'S COMMISSION based on price \$2,250,000.00 @ 6.000 = 135,000.00			
Division of commission (line 700) as follows:			
701. \$ 67,500.00	to Berkshire Hathaway PenFed Realty		
702. \$ 67,500.00	to Frantz Real Estate		
703. Commission paid at Settlement			135,000.00
800. ITEMS PAYABLE IN CONNECTION WITH LOAN			
801. Loan Origination Fee 0.000 %	ENTERPRISE COMMUNITY LOAN FUND, INC. (P.O.C.) 30,000.00 Buyer		
802. Loan Discount	%		
803. Appraisal Fee	to Novogradac & Company LLP	2,500.00	
804. Credit Report			
805. Lender's Inspection Fee			
806. ECLF Legal Fee	to ENTERPRISE COMMUNITY LOAN FUND, INC.	20,548.80	
807. Interest Reserve	to ENTERPRISE COMMUNITY LOAN FUND, INC.	255,684.00	
808. Demo Holdback	to ENTERPRISE COMMUNITY LOAN FUND, INC.	80,000.00	
809. Phase I	to ENTERPRISE COMMUNITY LOAN FUND, INC. (P.O.C.) 2,800.00 Buyer		
810.			
811.			
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE			
901. Interest From	to @ \$ /day		
902. Mortgage Insurance Premium for	to		
903. Hazard Insurance Premium for	to		
904.			
905.			
1000. RESERVES DEPOSITED WITH LENDER FOR			
1001. Hazard Insurance	mo. @ \$ /mo		
1002. Mortgage Insurance	mo. @ \$ /mo		
1003. City Property Tax	mo. @ \$ 768.77 /mo		
1004. County Property Tax	mo. @ \$ 768.77 /mo		
1005. Annual Assessments	mo. @ \$ 76.80 /mo		
1009. Aggregate Analysis Adjustment		0.00	0.00
1100. TITLE CHARGES			
1101. Settlement or closing fee	to Walker Title, LLC	800.00	
1102. Abstract or title search	to Walker Title, LLC	250.00	
1103. Title examination			
1104. Title insurance binder			
1105. Document Preparation			
1106. Notary Fees			
1107. Attorney's fees	to Klein Hornig LLP	17,937.00	
(includes above items No:)			
1108. Title Insurance	to First American Title Insurance Company	7,292.00	
(includes above items No:)			
1109. Lender's Policy	2,320,000.00 - 3,980.00		
1110. Owner's Policy	2,670,550.00 - 3,312.00		
1111. CPL	to First American Title Insurance Company	35.00	
1112.			
1113.			
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES			
1201. Recording Fees Deed \$ 52.00 ; Mortgage \$ 65.00 ; Release \$		117.00	
1202. County Tax	Deed \$ 1,875.02 ; Mortgage \$ 1,933.35	3,808.37	
1203. State Tax	Deed \$ 5,625.00 ; Mortgage \$ 5,800.00	11,425.00	
1204. Grantor Tax	Deed \$ 2,250.00 ; Mortgage \$		2,250.00
1205. WMATA/Capital Regional	to Clerk of the Circuit Court		4,500.00
1300. ADDITIONAL SETTLEMENT CHARGES			
1301. Exchange Fee	to Realty Exchange Corporation		950.00
1302. UCC	to Clerk of the Circuit Court	25.00	
1303. UCC	to State Corporation Commission	20.00	
1400. TOTAL SETTLEMENT CHARGES	(enter on lines 103, Section J and 502, Section K)	400,442.17	142,700.00

HUD CERTIFICATION OF BUYER AND SELLER

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Cathryn Trull Luerm
3640 Fairfax Boulevard, LLC, a Virginia LLC

JAY KIRTI INC. by and through Realty Exchange Corporation

By: Bharat I. Patel, President

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

WARNING: IT IS A CRIME TO KNOWINGLY MAKE FALSE STATEMENTS TO THE UNITED STATES ON THIS OR ANY SIMILAR FORM. PENALTIES UPON CONVICTION CAN INCLUDE A FINE AND IMPRISONMENT. FOR DETAILS SEE TITLE 18: U.S. CODE SECTION 1001 AND SECTION 1010.

Nicholas A. Walker

SETTLEMENT AGENT

DATE

1/17/2023



WALKER TITLE, LLC
11781 LEE JACKSON MEMORIAL HIGHWAY,
SUITE 300, FAIRFAX, VIRGINIA 22033
TELEPHONE: 703-591-2325 FAX: 703-591-2328

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 U.S. Department of Housing and Urban Development
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ADDRESS: 9640 FAIRFAX BLVD, Fairfax, VA 22031
F. NAME OF LENDER: ENTERPRISE COMMUNITY LOAN FUND, INC.
ADDRESS: 70 Corporate Center, 11000 Broken Land Parkway, Suite 700, Columbia, MD 21044
G. PROPERTY ADDRESS: 9640 FAIRFAX BLVD, Fairfax, VA 22031
 EAST FAIRFAX PARK LT 20-17839 SF 5925-1936, City of Fairfax, Virginia
H. SETTLEMENT AGENT: Walker Title, LLC
PLACE OF SETTLEMENT: 11781 Lee Jackson Mem Hwy, #300, Fairfax, VA 22033

I. SETTLEMENT DATE: 01/17/2023

J. SUMMARY OF BORROWER'S TRANSACTION:		K. SUMMARY OF SELLER'S TRANSACTION:	
100. GROSS AMOUNT DUE FROM BORROWER		400. GROSS AMOUNT DUE TO SELLER	
101. Contract sales price	2,250,000.00	401. Contract sales price	2,250,000.00
102. Personal Property		402. Personal Property	
103. Settlement charges to borrower (line 1400)	400,442.17	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/town taxes		406. City/town taxes	
107. County taxes		407. County taxes	
108. Assessments		408. Assessments	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BORROWER	2,650,442.17	420. GROSS AMOUNT DUE TO SELLER	2,250,000.00
200. AMOUNTS PAID BY OR ON BEHALF OF BORROWER		500. REDUCTIONS IN AMOUNT DUE TO SELLER	
201. Deposit or earnest money	200,000.00	501. Excess Deposit (see instructions)	
202. Principal amount of new loans	2,320,000.00	502. Settlement charges to seller (line 1400)	148,550.00
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of First Mortgage Loan	
205.		505.	
206.		506.	
207.		507.	
208.		508.	
209. Stormwater Fees	40.73	509. Stormwater Fees	40.73
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/town taxes 01/01/23 to 01/17/23	404.39	510. City/town taxes 01/01/23 to 01/17/23	404.39
211. County taxes		511. County taxes	
212. Assessments		512. Assessments	
213.		513.	
214.		514.	
215.		515.	
216.		516. Exchange Escrow Funds	2,101,004.88
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY/FOR BORROWER	2,520,445.12	520. TOTAL REDUCTION AMOUNT DUE SELLER	2,250,000.00
300. CASH AT SETTLEMENT FROM OR TO BORROWER		600. CASH AT SETTLEMENT TO OR FROM SELLER	
301. Gross amount due from borrower (line 120)	2,650,442.17	601. Gross amount due to seller (line 420)	2,250,000.00
302. Less amounts paid by/for borrower (line 220)	2,520,445.12	602. Less reduction amount due seller (line 520)	2,250,000.00
303. CASH FROM BORROWER	129,997.05	603. CASH TO SELLER	0.00

SUBSTITUTE FORM 1099 SELLER STATEMENT: The information contained herein is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported. The Contract Sales Price described on line 401 above constitutes the Gross Proceeds of this transaction.

You are required by law to provide the settlement agent (Fed. Tax ID No: 14-1949463) with your correct taxpayer identification number. If you do not provide your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law. Under penalties of perjury, I certify that the number shown on this statement is my correct taxpayer identification number.

TIN: 54-2042917 SELLER(S) SIGNATURE(S): [Signature]
 SELLER(S) NEW MAILING ADDRESS: 24160 STATESBORO PL, Ashburn, VA 20148
 SELLER(S) PHONE NUMBERS: 703-785-0642 (H) (W)

SETTLEMENT STATEMENT

TitleExpress Settlement System Printed 01/13/2023 at 18:02 NW

Table with columns for item description, amount, and settlement type. Includes sections for Settlement Charges (700-703), Items Payable in Connection with Loan (801-811), Items Required by Lender to be Paid in Advance (901-905), Reserves Deposited with Lender for (1001-1005), Title Charges (1101-1113), Government Recording and Transfer Charges (1201-1205), Additional Settlement Charges (1301-1303), and Total Settlement Charges (1400).

HUD CERTIFICATION OF BUYER AND SELLER

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

9640 Fairfax Boulevard, LLC, a Virginia LLC

JAY KIRTI INC. by and through Realty Exchange Corporation

Handwritten signature of Bharat I. Patel

By: Bharat I. Patel, President

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

WARNING: IT IS A CRIME TO KNOWINGLY MAKE FALSE STATEMENTS TO THE UNITED STATES ON THIS OR ANY SIMILAR FORM. PENALTIES UPON CONVICTION CAN INCLUDE A FINE AND IMPRISONMENT. FOR DETAILS SEE TITLE 18: U.S. CODE SECTION 1001 AND SECTION 1010.

Handwritten signature and date 01/23/2023

SETTLEMENT AGENT

DATE

EXHIBIT D
INVOICES FROM PREMIER FLOORS INC.
AND LONG FENCE COMPANY INC.



LONG FENCE COMPANY, INC.
 1910 BETSON COURT
 ODENTON, MD 21113
 FED ID#: 53-0257174
 Telephone #: 800-910-5664

INVOICE

Phone #: 703-655-3302

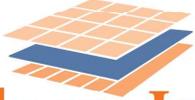
Bill To:
 THE LAMB CENTER
 3160 CAMPBELL DR
 FAIRFAX VA 22031

Ship To:
 LAMB WESLEY PSH
 9640 FAIRFAX BLVD
 FAIRFAX VA

INVOICE NUMBER	ORDER NUMBER	CUSTOMER	PO NUMBER	TERMS	SALESPERSON
INVOICE DATE	ORDER DATE	NUMBER	ORDER COMMENT		
738123	730932	262432		NET ON RECEIPT	670
02/08/23	02/08/23				
UNITS	U/M	ITEM DESCRIPTION	DISC	UNIT PRICE	AMOUNT
JOB# 23VP000012		LAMB CENTER-LAMB WESLEY PSH			
		JCBILLTX		.00	1,728.00
		18 PANELS LEASED 0-24 MONTHS			
		1/18/23-1/18/25			
		Subtotal			1,728.00
		SALES TAX			103.68
		TAX #:			.00
		Total Due			1,831.68

PLEASE REMIT ALL PAYMENTS TO THE ABOVE ADDRESS
 Inquiries email: accounts_receivable@longfence.com

Premier



Floors Inc.

45714 Oakbrook Court, #140

Sterling VA 20166

703-421-4339

Invoice

Date	Invoice #
2/25/2023	14340
Sales Rep.	FRED

Client Information
The Lamb Center Tara Ruskowski 3160 Campbell Dr Fairfax, VA 22031

Installation Location
Job Location: 9640 Fairfax boulevard Fairfax VA 22031

Quantity	Description	U/M	Unit Price	Total
	** Labor and Materials Provided for: 9640 Fairfax BlvdFairfax, VA 22031			
1	Labor Provided Carpenters Gas Trip		1,928.00	1,928.00
1	Materials Provided: Tax Exception for Charity		1,057.83	1,057.83
1	Discount applied by Fred		-500.00	-500.00
	~~~~~ CHANGE ORDER ~~~~~ February 25, 2023  > Added 1 Service Item. (-\$500.00)  ~~~~~			

CONDITIONS OF WALL TO WALL SALES AND OTHER FLOORING AND OTHER TYPES OF INSTALLATIONS: A) All Installations guaranteed for a period of ONE year against defects in workmanship. B) Labor does not include cutting off any doors that do not clear the carpet. C) We are not responsible for any existing property damage or defects. D) Seller is not responsible for any variations in dye lots. E) Title to merchandise shall remain in seller's name until full payment is made. F) Balance due and payable at time of installation. G) In event this contract is placed with an attorney for collection buyer agrees to pay all attorney's fees plus court costs. H) We do not guarantee time of installation. I) We are not responsible for vacuuming after the completion of the job. J) This order is not subject to cancellation. K) In the event that the customer decides to make a return, there is a 35% restocking fee on goods that are in the same condition as when purchased.

<b>Subtotal</b>	\$2,485.83
<b>Sales Tax (6.0%)</b>	\$0.00
<b>Total</b>	\$2,485.83
<b>Deposit</b>	\$0.00
<b>Balance Due</b>	\$2,485.83

Customer Signature: _____

**OPERATING AGREEMENT  
OF  
WESLEY LAMB LLC**

This Operating Agreement (this “*Agreement*”) of Wesley Lamb LLC (the “*Company*”), a limited liability company organized pursuant to Chapter 12 of Title 13.1 of the Virginia Code (the “*Act*”), is entered into by WL Managing Member LLC, the sole member of the Company (“*Member*”), to form a limited liability company pursuant to an in accordance with the Act and to govern certain aspects of the operations of the Company and to set forth certain rights and obligations of the sole member of the Company, effective as of January 24, 2023.

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

and indicating an express intention to amend this instrument.

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

*[signature page follows]*

[signature page to Operating Agreement of Wesley Lamb LLC]

The undersigned has executed this Agreement effective as of the date first written above.

**WL MANAGING MEMBER LLC**

a Virginia limited liability company

By: WHDC Wesley Lamb Managing Member, LLC  
a Virginia limited liability company  
its managing member

By: Wesley Housing Development Corporation of Northern Virginia  
a Virginia nonstock corporation  
its managing member

By:   
Name: Kamilah McAfee  
Title: President

## DEVELOPMENT SERVICES AGREEMENT

This Development Services Agreement (this “**Agreement**”), dated and effective as of the ___ day of _____, 2023, is made by and between WELSEY LAMB LLC, a limited liability company formed under the laws of the Commonwealth of Virginia (the “**Company**”), and WESLEY HOUSING DEVELOPMENT CORPORATION OF NORTHERN VIRGINIA, a Virginia nonstock corporation (“**Wesley**”), and The Lamb Center, a Virginia nonstock corporation (“**TLC**”, collectively with Wesley, the “**Developer**”).

### RECITALS

The Company was formed for the purpose of serving as the owner of real estate in connection with providing safe, quality affordable housing and facilitating the direct or indirect acquisition, construction, rehabilitation, and operation of the property located at 9640 Fairfax Boulevard, Fairfax, Virginia, (the “**Project**”). The Company is operated by an Operating Agreement effective as of January 24, 2023 (the “**Operating Agreement**”). Capitalized terms used but not defined herein shall have the meanings given in the Operating Agreement.

The Company desires that the Developer provide certain services with respect to the development of the Project.

Accordingly, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Appointment and Term.** The Company hereby appoints the Developer to render services in overseeing the development of the Project for the Company as herein contemplated and the Developer hereby accepts such appointment. The term of this Agreement shall begin on the date hereof and shall end on the end of the low income housing tax credit compliance period.
2. **Authority and Obligations.** Subject to the provisions of the Operating Agreement, the Developer shall have the authority and obligation to:
  - a. Obtain construction financing on behalf of the Company in an amount sufficient to fund the construction of the Project.
  - b. Prepare or cause to be prepared such environmental and neighborhood impact studies or reports, engineering surveys, and plans and specifications as may be required in connection with the construction of the Project.
  - c. Prepare and submit to the Company for approval a construction budget and make recommendations to the Company regarding any necessary modifications thereto.
  - d. Make available to the Company upon request copies of all contracts, option agreements, construction financing commitments, budgets, plans and specifications or other items prepared or obtained.
  - e. Obtain a construction contract (the “**Construction Contract**”) in an amount comparable to similar projects from a reputable general contractor (the “**General Contractor**”), which Construction Contract shall require the General Contractor to post a payment and

performance bond in the full amount of the Construction Contract or letter of credit in an amount acceptable to the Company.

f. Perform or cause to be performed, in a diligent and efficient manner, general administration and supervision of construction of the Project, including but not limited to the following:

(i) administration and supervision of the activities of the General Contractor and all other contractors, subcontractors and others employed in connection with the construction of the Project;

(ii) preparation of construction schedules pursuant to which all phases of construction are to be completed on or before the completion date and supervision of the scheduling of construction in conformity with such construction schedules;

(iii) periodic inspection of construction in progress, including but not limited to inspection at completion, for reasonably identifiable defects in construction and to assure compliance with the Plans and Specifications, and supervision of correction of any and all deficiencies noted pursuant to such inspections;

(iv) processing and payment of applications for progress payments made by the General Contractor, including verification of such applications against the progress of construction as indicated by the aforementioned periodic inspections; and

(v) analysis of requests for any and all change orders to or variations from the budget and the plans and specifications and submission of such requests to the Company for approval.

g. Perform, or cause to be performed, in a diligent and efficient manner, preparation of contracts, letter agreements, purchase orders, and similar documents as are necessary to complete timely the construction of the Project in accordance with the Plans and Specifications.

h. Use best efforts to cause the Project to be completed on or before the completion date in a manner consistent with good workmanship, in compliance with the following:

(i) the plans and specifications;

(ii) all obligations of the Company under any documents executed by the Company under any financing documents; and

(iii) all municipal, state, and other governmental laws, ordinances, and regulations governing the construction of the Project and the use thereof for its intended purposes and all other requirements of law applicable to construction of the Project.

i. Maintain, or cause to be maintained, builders risk, contractor's liability, and workers' compensation insurance required by law or by the lenders or the investor with the Company named as an additional insured, the limits of such coverage to be reasonable under the circumstances, but no less than that required by construction lenders or applicable statutes.

j. Keep or cause to be kept separate project accounts and cost records and prepare and furnish upon request financial and progress reports and statements with respect to construction of the Project.

k. Make available to the Company upon request copies of all contracts and subcontracts.

l. Deliver to the Company copies of all inspection reports and applications for payment given any lender providing a loan to the Company.

**3. Development Fee.**

a. For development services to be performed under this Agreement, the Company shall pay the Developer a fee in the approximate amount of Two Million Five Hundred Thousand Dollars (\$2,500,000) (the “**Development Fee**”). The parties to this Agreement specifically acknowledge that the capital contributions may be adjusted in accordance with the provisions of the amended and restated operating agreement admitting the investor member, and that such adjustment may cause a revision of the Development Fee Payment Schedule.

b. Each installment payment of the Development Fee will be split 80% to Wesley and 20% to TLC for the first \$1,250,000 and then 50%/50% beyond that.

c. Any amount of the Development Fee including the Deferred Development Fee and accrued interest, if any, that has not been paid in full on or before the end of the compliance period shall be paid no later than such date.

d. The Developer 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 Project, obtaining an allocation of credits or securing Project financing other than construction financing; it being the understanding between the parties hereto that all such listed activities are the exclusive responsibility of the Company, the Member and/or consultants or others engaged by the Company.

**4. Operating Agreement.** Except as expressly provided herein, this Agreement shall be subject to the applicable terms and conditions of the Operating Agreement.

**5. Burden and Benefit.** The covenants and agreements contained herein shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto. No party may assign this Agreement without the consent of the other party.

**6. Severability of Provisions.** Each provision of this Agreement shall be considered severable, and if for any reason any provision that is not essential to the effectuation of the basic purposes of the Agreement is determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those provisions of this Agreement that are valid.

**7. No Continuing Waiver.** None of the parties hereto shall be deemed to have waived any rights hereunder unless such waiver shall be in writing and signed by such party. 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.

8. **Defined Terms.** Except as expressly provided herein, terms used in this Agreement with initial capital letters shall have the meanings set forth in the Operating Agreement.

9. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia, without regard to principles of conflicts of laws.

10. **Binding Agreement.** This Agreement shall be binding on the parties hereto, and their heirs, executors, personal representatives, successors and assigns.

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

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

13. **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.

[Signatures Begin On The Following Page]

The parties hereto have executed this Development Services Agreement as of the date first above written.

**WESLEY LAMB LLC**

a Virginia limited liability company,

By: WL Managing Member LLC  
a Virginia limited liability company  
its managing member

By: WHDC Wesley Lamb Managing Member, LLC  
a Virginia limited liability company  
its managing member

By: Wesley Housing Development Corporation of Northern Virginia  
a Virginia nonstock corporation  
its managing member

By: _____  
Name: Kamilah McAfee  
Title: President

**WESLEY HOUSING DEVELOPMENT CORPORATION OF NORTHERN VIRGINIA**

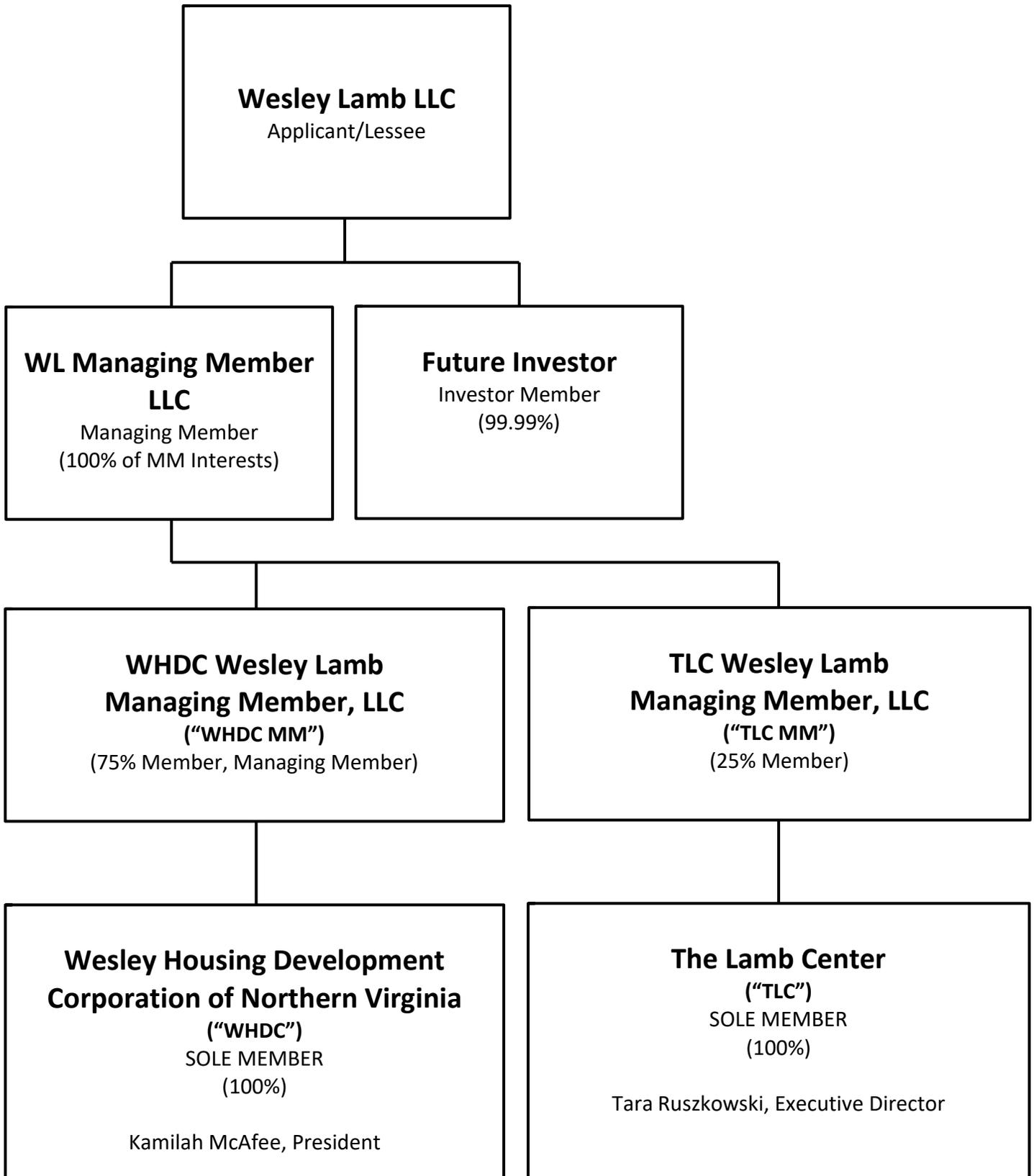
By: _____  
Name: Kamilah McAfee  
Title: President

**THE LAMB CENTER**

a Virginia nonstock corporation

By: _____  
Name: Tara Ruszkowski  
Title: Executive Director

**INITIAL ORGANIZATIONAL CHART**



# **Tab 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 Wesley Lamb 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 January 24, 2023; and

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

Nothing more is hereby certified.



Signed and Sealed at Richmond on this Date:

March 2, 2023

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

---

Bernard J. Logan, Clerk of the Commission

# **Tab C:**

Principal's Previous Participation Certification  
(MANDATORY)

Previous Participation Certification

Development Name Wesley Lamb PSH

Name of Applicant (entity) Wesley Lamb LLC

**I hereby certify that:**

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

## Appendices continued

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)

# **Tab D:**

List of LIHTC Developments (Schedule A)  
(MANDATORY)

# List of LIHTC Developments (Schedule A)



Development Name: Wesley Lamb PSH

Name of Applicant: Wesley Lamb 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 2007 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Wesley Housing Development Corporation of Northern Virginia  
Principal's Name:

**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	ParcView Apartments Alexandria, VA	Wesley ParcView, L.P. c/o Wesley Housing Dev. Corp. 703-642-3830	Yes	149	120	12/1/07	7/22/08	No
2	Beverly Park Apartments Alexandria, VA	Wesley Notabene, L.P. c/o Wesley Housing Dev. Corp. 703-642-3830	Yes	33	33	8/5/09	5/7/10	No
3	Strawbridge Square Apts. Alexandria, VA	Wesley Strawbridge, L.P. c/o Wesley Housing Dev. Corp. 703-642-3830	Yes	128	127	3/25/10	1/19/11	No
4	Colonial Village Apartments Arlington, VA	Wesley Colonial Village II, L.P.  c/o Wesley Housing Dev. Corp. 703-642-3830	Yes	162	129	11/30/12	11/14/13	No
5	Lynhaven and William Watters Alexandria and Arlington, Virginia (respectively) Alexandria and Arlington, VA	Wesley Lynwatters LLC  c/o Wesley Housing Dev. Corp. 703-642-3830	Yes	49	49	5/15/15	10/19/16	No
6	Wexford Manor A Falls Church, VA	New Wexford LLC c/o Wesley Housing Dev. Corp. 703-642-3830	Yes	38	38	3/30/17	12/8/17	No
7	Pierce Queen Apartments Arlington, VA	PQ Apartments, LLC c/o Bozzuto (866) 698-7513 c/o Wesley Housing Dev. Corp. 703-642-3830	No	193	78	12/23/16	7/11/18	No
8	Wexford Manor B Falls Church, VA	New Wexford Bond LLC c/o Wesley Housing Dev. Corp. 703-642-3830	Yes	36	36	10/18/17	7/11/18	No
9	The Fallstead at Lewinsville Center McLean, VA	Wesley Lewinsville, L.P. c/o Wesley Housing Dev. Corp. 703-642-3830	Yes	82	82	10/31/18	3/19/20	No

## List of LIHTC Developments (Schedule A)

10	The Arden A Alexandria, VA	Wesley Huntington A, LLC c/o Wesley Housing Dev. Corp. 703-642-3830	Yes	79	79	12/30/22	TBD	No
11	The Arden B Alexandria, VA	Wesley Huntington B, LLC c/o Wesley Housing Dev. Corp. 703-642-3830	Yes	47	47	12/30/22	TBD	No
12	Senseny Place Apartments Winchester, VA	Senseny Place Apartments LP c/o Wesley Housing Dev. Corp. 703-642-3830	Yes	63	63	12/28/22	TBD	No
13	The Waypoint Alexandria, VA	Wesley Fairlington LLC c/o Wesley Housing Dev. Corp. 703-642-3830	Yes	81	81	11/1/22	TBD	No
14	The Cadence Arlington, VA	Wesley New Trenton, LLC c/o Wesley Housing Dev. Corp. 703-642-3830	Yes	97	97	11/30/22	TBD	No
15	Culpepper Garden I Apts. Arlington, VA	CG1 Restoration Limited Partnership c/o Wesley Housing Dev. Corp. 703-642-3830	Yes	210	208	9/30/20	3/4/21	No
16	Brookland Place Apts. Washington, DC	Wesley Brookland LLC c/o Wesley Housing Dev. Corp. 703-642-3830	Yes	80	80	4/30/19	9/11/20	No
17	Knightbridge Apartments Arlington, VA	New Wesley Knightsbridge LLC 703-642-3830	Yes	37	37	5/28/21	5/20/22	No
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* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

**1st PAGE**

**TOTAL:** 1,564 1,384

**LIHTC as % of**

**88% Total Units**

ADD ADDITIONAL PROPERTIES USING NEXT TAB

# **Tab E:**

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

## OPTION TO GROUND LEASE

This Option to Ground Lease (this “*Option*”) effective March 15, 2023, is made by and among 9640 Fairfax Boulevard, LLC, a Virginia limited liability company (the “*Optionor*”), and Wesley Lamb LLC, a Virginia limited liability company, or its permitted successors and assigns (“*Optionee*”).

### RECITALS

A. Optionor owns certain improved real property located in Fairfax, Virginia with City of Fairfax Parcel Identification Number of 48-3-09-020 and having the street addresses of 9640 Fairfax Boulevard, Fairfax, Virginia, as more particularly described on the attached Exhibit A (“*Land*”).

B. Optionee intends to apply to Virginia Housing (“*VH*”) for an allocation of low-income housing tax credits and other financing to assist in the development of a multifamily rental housing development and other uses on the Land (“*Project*”).

C. In connection with the process of applying for low-income housing tax credits, Optionee must demonstrate that it has “site control” over the Land.

D. Optionor will lease the Land, together with granting any right of access, temporary construction easements and/or any permanent easements necessary for the Project Site Development on or about the Land on property owned or controlled by the Optionor, to Optionee under a long-term ground lease (“*Ground Lease*”), in form and substance that is mutually agreeable to both such parties.

E. Optionor and Optionee desire to enter into this Option describing their mutual intention to enter into the Ground Lease.

Therefore, the parties agree as follows:

### AGREEMENT

1. **Deposit:** On the date hereof, Optionee shall pay Optionor a deposit in the amount of \$100.00 (the “*Deposit*”). The Deposit shall be refundable in the event of Optionee’s good faith failure to exercise the Option or enter into the Ground Lease. If Optionee exercises the Option and enters into the Ground Lease, the Deposit will be applied to the Rent Payment (as defined below).
2. **Option:** At any time beginning the date hereof and ending on the first to occur of (a) 365 days after the date on which Optionee receives a reservation of low-income housing tax credits from VH for Project financing or (b) December 31, 2024 (“*Option Period*”), Optionee will have the right and option to lease the Land pursuant to the Ground Lease.
  - 2.1. **Exercise.** Optionee may exercise the option granted herein at any time during the Option Period by notifying Optionor in writing, provided that all conditions precedent pursuant to Paragraph 7 have been satisfied, or waived by the party for whose benefit the condition is imposed.
  - 2.2. **Closing.** Closing will occur, and the Ground Lease will become effective, within 90 days following Optionee’s delivery of the written notice to Optionor exercising the Option, or such other period agreed to in writing by the Optionee and Optionor (the “*Closing Date*”). Closing

will be accomplished through the escrowed delivery of all documents and funds required by this Agreement to Optionee's selected title company (the "***Title Company***").

2.3. Items to be Delivered by Optionor at Closing. At Closing, Optionor will execute, deliver and/or provide to the Title Company, or will cause to be executed, delivered and/or provided to Title Company, the following closing documents:

2.3.1. The Ground Lease conveying to Optionee the leasehold interest to the Land, free and clear of any monetary liens or encumbrances, in its as-is, where-is condition, and without representation or warranty;

2.3.2. a FIRPTA certificate signed by Optionor containing the following: (i) Optionor's U.S. Taxpayer Identification Number, (ii) the business address of Optionor and (iii) a statement that Optionor is not a foreign person within the meaning of Sections 1445 and 7701 of the Internal Revenue Code;

2.3.3. evidence reasonably satisfactory to the Title Company authorizing the consummation by Optionor of the transactions contemplated hereby and the execution and delivery of all documents and instruments in connection herewith;

2.3.4. all such other documents and instruments customarily executed and delivered by a landlord of a ground leasehold similar to the leasehold interest in the Ground Leasehold Parcel conveyed by the Ground Lease in the jurisdiction in which the Land is located, consistent with the terms and provisions of this Agreement; and

2.3.5. the customary form of affidavit certifying to the Title Company, among other things: (i) the absence of claims which would give rise to mechanic's and materialmen's liens, (ii) that Optionor is the only party in possession of the Land, and (iii) that there are no pending suits or outstanding judgments against either Optionor or the Land.

2.4. Funds. At Closing, Optionee will provide to the Title Company or cause to be provided to Title Company the immediately available funds payable to the Title Company representing the initial Rent Payment due in accordance with the Ground Lease; and

2.5. Prorations. Real estate taxes and assessments on the Land will be prorated at closing in accordance with normal practices. The parties agree that at the construction closing the Optionor will be entitled to any Holding Costs, paid pursuant to Section 4 below, including: (1) any interest and any additional bank fees and costs charged on the existing indebtedness for the acquisition of the property; (2) any insurance costs paid by Optionor during the period prior to entering the Ground Lease; (3) any taxes owed or paid on the property in accordance with this section; and (4) any costs paid for surveys and studies required by a prospective lender, including but not limited to any ALTA survey and Phase I Environmental Site Assessment (collectively, the "***Holding Costs***").

3. **Terms and Conditions of Ground Lease:** The terms of the Ground Lease will be as set forth in the form of the Ground Lease to be agreed upon by the parties.

The parties agree to make such reasonable revisions, including but not limited to attaching riders or addenda, to the agreed-upon form of Ground Lease as may be reasonably required by VH or any other

investors or lenders for the Project. Unless waived by VH and/or the Project lenders, the Ground Lease will be subject and subordinate to the lien of such lenders and the Project loans.

4. **Initial Rent Payment:** At the construction loan closing, the parties agree that for all acquisition cost previously expended by Optionor, Optionor will be paid a lump sum payment in the approximate amount of \$2,654,759 plus any Holding Costs (“**Lump Sum Payment**”). Following the Lump Sum Payment, the initial rent payment to be made under the Ground Lease (the “**Rent Payment**”) will be equal to One Dollar and no cents (\$1.00).
5. **Tenant:** The Tenant under the Ground Lease will be a subsidiary of Optionor or its permitted successors and assigns, including a joint venture entity (the “**J/V**”), or their nominees, as parties, together with one or more parties, including without limitation, the tax credit investors.
6. **Recording:** This Option will not be recorded, but the Ground Lease or a memorandum of the Ground Lease is expected to be recorded in the appropriate office of public records. All taxes and other costs of transfer and recordation will be borne by Optionee.
7. **Conditions Precedent to Exercise of Option:** Optionee shall not be entitled to exercise this Option to enter into the Ground Lease until the following conditions have been satisfied:
  - 7.1. Optionee shall have obtained final approval, which cannot be appealed, of any required or necessary land use approvals or permits to perform the Site Development and construct the Project, provided that Optionor shall reasonably assist with and execute related documents to facilitate such approvals, but at no out-of-pocket expense to the Optionor;
  - 7.2. Optionee shall have received a reservation of low-income housing tax credits from VH in an amount Optionee deems necessary to finance the Project;
8. **Conditions Precedent to Entering into Ground Lease:** Following Optionee’s exercise of the Option, the obligation of Optionee to enter into the Ground Lease will be conditioned upon the following:
  - 8.1. Optionor’s title to the Ground Leasehold Parcel shall be good and marketable, and free and clear of all liens, charges, encumbrances, encroachments, easements, restrictions, leases, tenancies, occupancies or agreements or other matters unduly burdening the development of the Project, and the leasehold interest of Optionee under the Ground Lease shall be marketable, fully insurable by a recognized title insurance company at its regular rates on terms acceptable to Optionee, and free and clear of any liens or encumbrances other than encumbrances permitted by Optionee, and Optionor represents, warrants, and covenants to such matters;
  - 8.2. All conditions for closing of financing sufficient to complete the Project as designed shall have been satisfied.
9. **Access to Books and Records; Tests and Surveys:** During the Option Period, and, if Optionee exercises its option, until the Closing Date, Optionee or its agents or affiliates, shall have the unlimited right to enter upon the Land for the purpose of making such inspections, investigations, surveys, market studies, economic feasibility studies, and tests (including but not limited to soil boring, environmental or engineering tests) as it may deem necessary or desirable, at its sole cost and expense, and shall be given unlimited access to all books and records, including but not limited to all existing environmental reports, engineering reports, maintenance records, title policies and surveys, site plans, and plans and specifications, related to the Land; notwithstanding the foregoing, Optionor shall provide copies of such books and records as are within Optionor’s possession or control to Optionee within ten (10) days of

executing this Option. Any such entry to the Land or access to books and records may be at all reasonable times and upon reasonable advance notice to Optionor and shall be at the Optionee's sole risk and expense. Optionee shall exercise good faith efforts to minimize disruption of Optionor's activities on the Land. Optionee shall adequately protect the Land and agrees to promptly repair and restore any damage to the Land resulting from Optionee's activities on the Land, all at Optionee's sole cost and expense.

10. **Termination:** This Option may be terminated in accordance with the following provisions:

10.1. This Option will automatically terminate if Optionee does not exercise its option to lease the Land during the Option Period, or cannot exercise its option during the Option Period as a consequence of the failure of any condition precedent set forth in Section 7, or if the parties hereto do not execute the Ground Lease on or before the Closing Date.

10.2. Optionee may at its election by providing written notice to Optionor terminate this Option as follows:

10.2.1. For its convenience;

10.2.2. If any condition set forth in Section 7 is not or cannot reasonably or practically be satisfied; or

10.2.3. If Optionee determines that the Project is not feasible for any reason or if any investigations, inspections, studies or tests of the Land are unsatisfactory to Optionee.

10.3. Notwithstanding the foregoing, under no circumstances will this Option expire prior to 180 days following the date on which Optionee submits an application to VH for Project financing.

11. **Exclusive Option:** Until such time as this Option is terminated, Optionor shall not market, sell, offer for sale, negotiate with respect to, or otherwise deal in, the sale, lease or other transfer of the Land or of any interest therein, or of any interest in the Optionor or any other entity holding a legal or beneficial interest in the Land.

## 12. Representations and Warranties

12.1. Optionor's Representations and Warranties regarding Optionor and Land. Optionor represents and warrants to Optionee that:

12.1.1. Ownership. Optionor is the owner of the fee simple title to the Property, and all of the improvements located thereon.

12.1.2. Authority. The Optionor has full authority to enter into this Agreement and perform its obligations hereunder in accordance with Virginia law.

12.1.3. Conflicts and Pending Action. There is no agreement to which Optionor is a party or to the best of Optionor's knowledge binding on Optionor which is in conflict with this Option.

12.1.4. Service Contracts and Equipment Leases. There are no Service Contracts and Equipment Leases related to the Land that will survive the Closing.

- 12.1.5. Violations. Optionor has not received Notice from any Governmental Authority of any violation by Optionor of any law, rule or regulation affecting the Land or its use including any environmental law or regulation, health and public safety law, nor has Optionor received notice from any Governmental Authority that the Land is in violation of any applicable land use law, building or zoning code or ordinance, except for any such matters which may have been previously cured by Optionor or which have been disclosed to and accepted by Optionee. Optionor makes no representation or warranty about the existence of any asbestos or lead based paint in any buildings or improvements on the Land, but notes that the existing building on the Land was constructed during the time when both asbestos and lead based paint were often used as construction materials.
- 12.1.6. Anti-Terrorism Laws. Optionor is not a person or an entity described by Section 1 of the Executive Order (No. 13,224) Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, 66 Fed. Reg. 49,079 (September 24, 2001) (a “Prohibited Person”), and does not engage in any dealings or transactions, and is not otherwise associated, with any Prohibited Person.
- 12.1.7. Tenant Leases. There are no Tenant Leases or tenancies of the Property that will survive the Closing.
- 12.1.8. Non-Foreign Status. Optionor is not a “foreign person” as defined in Section 1445 of the Internal Revenue Code.
- 12.1.9. No Bankruptcy. Optionor has not (a) commenced a voluntary case, or had entered against it a petition, for relief under any federal bankruptcy act or any similar petition, order or decree under any federal or state law with respect to bankruptcy, insolvency or other relief for debtors, or (b) caused, suffered or consented to the appointment of a receiver, trustee, administrator, conservator, liquidator or similar official in any federal, state or foreign judicial or non-judicial proceeding to hold, administer and/or liquidate all or substantially all of its assets.
- 12.1.10. The Ground Leasehold Parcel is leased “AS-IS,” “WHERE-IS.” Except as specifically provided for herein, the Optionor disavows any oral statements or representations made by its agents, employees or third parties unless said statement or representation is specifically incorporated herein.
- 12.2. Optionee's Representations and Warranties. As a material inducement to Optionor to execute this Agreement and consummate this transaction, Optionee represents and warrants to Optionor that:
- 12.2.1. Organization and Authority. Optionee has been duly organized and validly exists, as a nonstock corporation in good standing in the Commonwealth of Virginia. Optionee has the full right and authority and has obtained any and all consents required to enter into this Agreement and has or shall have such full right and authority to consummate or cause to be consummated the transactions contemplated hereby. This Agreement has been, and all of the documents to be delivered by Optionee at the Closing will be, authorized and properly executed and

constitutes, or will constitute, as appropriate, the valid and binding obligation of Optionee, enforceable in accordance with their terms.

12.2.2. Conflicts and Pending Action. There is no agreement to which Optionee is a party or to Optionee's knowledge binding on Optionee which is in conflict with this Agreement. There is no action or proceeding pending or, to Optionee's knowledge, threatened against Optionee which challenges or impairs Optionee's ability to execute or perform its obligations under this Agreement.

12.2.3. Anti-Terrorism Laws. Optionee is not a Prohibited Person, and does not engage in any dealings or transactions, and is not otherwise associated, with any Prohibited Person.

12.2.4. Survival. The provisions of this Section shall survive the Closing.

13. **Easements:** Optionor will cooperate with Optionee together to ensure the Property and/or Optionee, as applicable, has any and all any right of access, including any temporary and permanent construction easements, rights-of-way, agreements, and other documentation as may be reasonably required by the Optionee to develop and operate the Project, including, but not limited to, with respect to access, storm drainage and management systems, sanitary sewer systems, water lines, electric power systems, natural gas lines, telephone lines and other utilities, to Optionee.

14. **Notices:** Any and all notices, elections, demands or communications permitted or required to be made under this Option will be in writing, signed by the party giving such notice, and will be delivered in person or sent by registered or certified mail to the other party hereto. The date of personal delivery or the date of such mailing, as the case may be, will be the date that such notice or election will be deemed to have been given. For the purpose of this Option:

The address of Optionor is:

9640 Fairfax Boulevard, LLC  
c/o The Lamb Center  
3160 Campbell Drive  
Fairfax, VA 22031  
Attn: Tara Ruszkowski

The address of Optionee is:

Wesley Lamb LLC  
c/o Wesley Housing Development Corporation  
2311 Huntington Avenue  
Alexandria, Virginia 22303  
Attn: Kamilah McAfee

with a copy to:

The Lamb Center  
3160 Campbell Drive  
Fairfax, VA 22031  
Attn: Tara Ruszkowski

with a copy to:

Klein Hornig LLP  
1325 G Street NW, Suite 700  
Washington, DC 20005  
Attn: Erik Hoffman

15. **Choice of Law:** This Option will be governed by, enforced, and construed in accordance with the internal laws of the Commonwealth of Virginia.
16. **Assignment:** The Optionee may without the prior written consent of Optionor, assign its interest in the Option to an entity as permitted herein under Section 5 (“*Permitted Assignment*”). Other than a Permitted Assignment, Optionee will not assign its interest in the Option without the prior written consent of Optionor. This Option shall be binding on the successors and assigns of the parties hereto.
17. **Counterparts:** This Option may be executed in multiple original counterparts, each of which will constitute an original document binding upon the party or parties signing the same. It will not be necessary that all parties sign all counterparts and this Option will be binding if each party will have executed at least one counterpart. PDF, TIF, facsimile, or other electronic signatures will be deemed originals for all purposes.

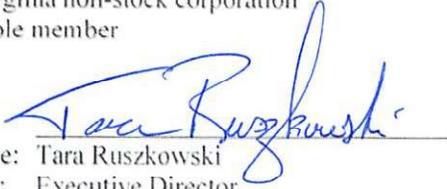
*(signature page follows)*

The parties have executed this Option to Ground Lease as of the date first above written.

OPTIONOR:

**9640 FAIRFAX BOULEVARD, LLC**  
a Virginia limited liability company

By: The Lamb Center,  
a Virginia non-stock corporation  
its sole member

By:   
Name: Tara Ruszkowski  
Title: Executive Director

OPTIONEE:

**WESLEY LAMB LLC**  
a Virginia limited liability company.

By: WL Managing Member LLC  
a Virginia limited liability company  
its managing member

By: WHDC Wesley Lamb Managing Member, LLC  
a Virginia limited liability company  
its managing member

By: Wesley Housing Development Corporation of Northern Virginia  
a Virginia nonstock corporation  
its managing member

By:   
Name: Kamilah McAfee  
Title: President

Exhibit A

**Legal Description**

Lot 20, East Fairfax Park, as the same appears duly dedicated, platted and recorded in Deed Book F-13 at page 543 and Plat Book 3 at page 39, less and except that portion of the property conveyed to the Commonwealth of Virginia by deed recorded in Deed Book B-14 at pages 7 and 368, among the land records of Fairfax County, Virginia, containing 17,839 square feet, more or less.



**City of Fairfax**  
**NOTICE OF ASSESSMENT CHANGE**

March 03, 2023  
Office of Real Estate Assessments  
10455 Armstrong St #238, Fairfax, VA 22030  
Hours: Mon-Fri 8:30AM to 5:00 PM  
Telephone: 385-7840

***** THIS IS NOT A TAX BILL *****

Special District  1
---------------------------

THE LAMB CENTER

3160 CAMPBELL DRIVE  
FAIRFAX, VA 22031

Account #: 702471  
Location: 3160 CAMPBELL DR

Parcel ID & Legal description:  
48 3 09 028 A  
EAST FAIRFAX PARK-LOT 28 A  
(CONSOLIDATION OF LTS 28 & 29)  
16,546 SF DB 24277 PG 0355

2023 Current Assessment	
Land	\$ 579,100
Building (s)	\$ 2,597,400
<b>Total</b>	<b>\$ 3,176,500</b>
Tax Rate	\$ 1.0100 **
Estimated Tax Levy	\$ 0.00 **
Change in tax levy since 2022:	0.00%
Change in tax levy since 2021:	0.00%

2022 Previous Assessment	
Land	\$ 579,100
Building (s)	\$ 2,384,600
<b>Total</b>	<b>\$ 2,963,700</b>
Tax Rate	\$ 1.0100 **
Tax Levy	\$ 0.00 **

2021 Previous Assessment	
Land	\$ 579,100
Building (s)	\$ 2,050,900
<b>Total</b>	<b>\$ 2,630,000</b>
Tax Rate	\$ 1.0750 **
Tax Levy	\$ 0.00 **

- ** CURRENT YEAR TAX LEVY SUBJECT TO CHANGE ONCE FINAL TAX RATE IS SET;
- ** Levies exclude any outstanding penalties and/or interest;
- ** Levies do not reflect any partial exemptions on rehabilitated/replacement structures;
- ** Levies may vary from actual taxes due to rounding;
- ** Levies for properties with new construction completed in previous years do not reflect prorated tax amounts. Previous assessments include 100% of the value of new improvements.

The reason for this assessment change is: **General Reassessment.**

Assessments are at 100% of estimated fair market value and are effective **as of January 1, 2023.**

ALL ADMINISTRATIVE APPEALS TO THE ASSESSOR MUST BE FILED BY: **April 7, 2023.**

The City of Fairfax Code, Section 90-53(a) provides that:

"No appeal to the assessment made by the City Assessor shall be heard by the Board of Equalization of Real Estate Assessment unless application to the Board for relief is made in writing to the Board within 30 days of the date set by the Assessor to hear objections to the assessments or May 1 of the year in which such assessment is made, whichever is later."

THE 2023 DEADLINE FOR APPEAL TO THE BOARD OF EQUALIZATION IS: **June 30, 2023.**

If you have any questions or wish to request formal reconsideration of your assessment by the Office of Assessments or the Board of Equalization, please visit [www.fairfaxva.gov/government/real-estate](http://www.fairfaxva.gov/government/real-estate), or call (703) 385-7840 and request the necessary forms and an explanation of the procedures involved. You may also write to the Office of Assessments or the Board of Equalization at 10455 Armstrong St, Fairfax, Virginia, 22030.

**Va. Code, Section 58.1-3330(B):** Public testimony on the real estate tax rate will be accepted by City Council during their deliberations of the FY2024 Proposed Budget. These public hearings will be held on March 14, March 28, and April 25, 2023, at 7 p.m. in the City Council Chambers, City Hall, 10455 Armstrong St., Fairfax. The City Council will adopt the budget and set the tax rate on Tuesday, May 2, 2023. Each property owner has the right to view and make copies of records maintained by the local assessment office pursuant to Sections 58.1-3331 and 58.1-3332. The records available and the procedure for accessing them are set out in Sections 58.1-3331 and 58.1-3332.

**Va. Code, Section 58.1-3330(C):** If you do not own the property described on this form, you must forward this notice to the property owner. You may forward a copy of this notice to your mortgage holder, if applicable.

**Va. Code, Sections 58.1-3331 and 58.1-3332:** Taxpayer rights to review assessment records and request inspection.

# **Tab F:**

RESNET Rater Certification (MANDATORY)

### RESNET Rater Certification of Development Plans

Deal Name Wesley Lamb LLC

Deal Address 9640 Fairfax Boulevard, Fairfax, VA 22031

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 Virginia Housing.

**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 Virginia Housing 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 Virginia Housing 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 Virginia Housing.

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.

# Appendices continued

## Additional Optional Certifications continued

True **National Green Building Standard (NGBS)** – The development’s design meets the criteria for meeting the NGBS Silver or higher standards to obtain certification.

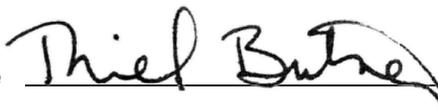
False **Enterprise Green Communities** – The development's design meets the criteria for meeting the requirements as stated in the Enterprise Green Communities Criteria for this developments construction type to obtain certification.

***** Please note Raters must have completed 500+ ratings in order to certify this form.**

Printed Name Michael Sumpter 2/14/2023  
RESNET Rater Date

Signature 

Resnet Provider Agency Pando Alliance

Signature 

Provider Contact & Phone/Email Thiel Butner  
443-364-8047 / thiel@pandoalliance.com



### Summary of Results of the Design Phase

Project Name: Wesley Lamb PSH  
 Location: 9640 Fairfax Blvd, Fairfax, Virginia 22031

✓ No Mandatory items missing on the "Overview (Design)" page

	Points Required				Points Claimed
	Bronze	Silver	Gold	Emerald	
Chapter 5: Lot Design, Preparation, and Development	50	64	93	121	81
Chapter 6: Resource Efficiency	43	59	89	119	59
Chapter 7: Energy Efficiency	30	45	60	70	70
Chapter 8: Water Efficiency	25	39	67	92	75
Chapter 9: Indoor Environmental Quality	25	42	69	97	69
Chapter 10: Operation, Maintenance, and Building Owner Education	8	10	11	12	16
Additional Points required	50	75	100	100	
Additional points required due to SF over 4000 (601.1)	0	0	0	0	
<b>Total points required</b>	<b>231</b>	<b>334</b>	<b>489</b>	<b>611</b>	<b>370</b>

Mandatory Practices	No Errors
✓	✓
✓	✓
✓	✓
✓	✓
✓	✓

Additional Points Claimed	189	111	(19)	(141)
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Overall Level Achieved for Design	Silver
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# ENERGY STAR MF V1.1 Home Report



## Property

9640 Fairfax Blvd  
Fairfax, VA 22031

## Organization

Pando Alliance  
Michael Sumpter

## Inspection Status

Results are projected

Wesley Lamb PSH - 350 Mid Int  
350 Mid Int

## Builder

## Mandatory Requirements

- ✓ Duct leakage at post construction better than or equal to applicable requirements.
- ✓ Total building thermal envelope UA meets or exceeds applicable requirements.
- ✓ Slab on Grade Insulation must be > R-5, and at IECC 2009 Depth for Climate Zones 4 and above.
- ✓ Envelope insulation achieves RESNET Grade I installation, or Grade II with insulated sheathing.
- ✓ Total window thermal properties meet or exceed the applicable requirements
- ✓ Duct insulation meets the EPA minimum requirements of R-6.
- ✓ Mechanical ventilation system is installed in the home.
- ✓ Measured infiltration is better than or equal to applicable requirements.
- ✓ ENERGY STAR Checklists fully verified and complete.

## ERI (HERS) Index Target

Reference Home ERI (HERS)	69
SAF (Size Adjustment Factor)	1.00
SAF Adjusted ERI (HERS) Target	<u>69</u>
As Designed Home ERI (HERS)	54
As Designed Home ERI (HERS) w/o PV	54

## Normalized, Modified End-Use Loads (MBtu / year)

	ENERGY STAR	As Designed
Heating	2.6	1.2
Cooling	1.9	1.1
Water Heating	4.7	3.5
Lights and Appliances	9.5	9.0
<b>Total</b>	<b>18.7</b>	<b>14.9</b>



This home **MEETS** or **EXCEEDS** the energy efficiency requirements for designation as an EPA ENERGY STAR Qualified Home under Version Multifamily V1.1

## Pollution Prevented

Type of Emissions	Reduction
Carbon Dioxide (CO ₂ ) - tons/yr	0.4

## Energy Cost Savings

	\$/yr
Heating	-3
Cooling	19
Water Heating	57
Lights & Appliances	23
Generation Savings	0
<b>Total</b>	<b>95</b>

The energy savings and pollution prevented are calculated by comparing the Rated Home to the ENERGY STAR Version Multifamily V1.1 Reference Home as defined in the ENERGY STAR Qualified Homes ERI (HERS) Target Procedure for National Program Requirements, Version Multifamily V1.1 promulgated by the Environmental Protection Agency (EPA). In accordance with the ANSI/RESNET/ICC 301 Standard, building inputs affecting setpoints infiltration rates, window shading and the existence of mechanical systems may have been changed prior to calculating loads

# ENERGY STAR MF V1.1 Home Report



## Property

9640 Fairfax Blvd  
Fairfax, VA 22031

## Organization

Pando Alliance  
Michael Sumpter

## Inspection Status

Results are projected

Wesley Lamb PSH - 350 Top Int  
350 Top Int

## Builder

## Mandatory Requirements

- ✓ Duct leakage at post construction better than or equal to applicable requirements.
- ✓ Total building thermal envelope UA meets or exceeds applicable requirements.
- ✓ Slab on Grade Insulation must be > R-5, and at IECC 2009 Depth for Climate Zones 4 and above.
- ✓ Envelope insulation achieves RESNET Grade I installation, or Grade II with insulated sheathing.
- ✓ Total window thermal properties meet or exceed the applicable requirements
- ✓ Duct insulation meets the EPA minimum requirements of R-6.
- ✓ Mechanical ventilation system is installed in the home.
- ✓ Measured infiltration is better than or equal to applicable requirements.
- ✓ ENERGY STAR Checklists fully verified and complete.

## ERI (HERS) Index Target

Reference Home ERI (HERS)	69
SAF (Size Adjustment Factor)	1.00
SAF Adjusted ERI (HERS) Target	<u>69</u>
As Designed Home ERI (HERS)	54
As Designed Home ERI (HERS) w/o PV	54

## Normalized, Modified End-Use Loads (MBtu / year)

	ENERGY STAR	As Designed
Heating	3.0	1.7
Cooling	2.3	1.3
Water Heating	4.7	3.5
Lights and Appliances	9.6	9.0
<b>Total</b>	<b>19.6</b>	<b>15.6</b>



This home **MEETS** or **EXCEEDS** the energy efficiency requirements for designation as an EPA ENERGY STAR Qualified Home under Version Multifamily V1.1

## Pollution Prevented

Type of Emissions	Reduction
Carbon Dioxide (CO ₂ ) - tons/yr	0.4

## Energy Cost Savings

	\$/yr
Heating	4
Cooling	24
Water Heating	58
Lights & Appliances	23
Generation Savings	0
<b>Total</b>	<b>109</b>

The energy savings and pollution prevented are calculated by comparing the Rated Home to the ENERGY STAR Version Multifamily V1.1 Reference Home as defined in the ENERGY STAR Qualified Homes ERI (HERS) Target Procedure for National Program Requirements, Version Multifamily V1.1 promulgated by the Environmental Protection Agency (EPA). In accordance with the ANSI/RESNET/ICC 301 Standard, building inputs affecting setpoints infiltration rates, window shading and the existence of mechanical systems may have been changed prior to calculating loads

# ENERGY STAR MF V1.1 Home Report



## Property

9640 Fairfax Blvd  
Fairfax, VA 22031

## Organization

Pando Alliance  
Michael Sumpter

## Inspection Status

Results are projected

Wesley Lamb PSH - 550 Podium Int  
550 Podium Int

## Builder

## Mandatory Requirements

- ✓ Duct leakage at post construction better than or equal to applicable requirements.
- ✓ Total building thermal envelope UA meets or exceeds applicable requirements.
- ✓ Slab on Grade Insulation must be > R-5, and at IECC 2009 Depth for Climate Zones 4 and above.
- ✓ Envelope insulation achieves RESNET Grade I installation, or Grade II with insulated sheathing.
- ✓ Total window thermal properties meet or exceed the applicable requirements
- ✓ Duct insulation meets the EPA minimum requirements of R-6.
- ✓ Mechanical ventilation system is installed in the home.
- ✓ Measured infiltration is better than or equal to applicable requirements.
- ✓ ENERGY STAR Checklists fully verified and complete.

## ERI (HERS) Index Target

Reference Home ERI (HERS)	70
SAF (Size Adjustment Factor)	1.00
SAF Adjusted ERI (HERS) Target	<u>70</u>
As Designed Home ERI (HERS)	53
As Designed Home ERI (HERS) w/o PV	53

## Normalized, Modified End-Use Loads (MBtu / year)

	ENERGY STAR	As Designed
Heating	5.0	2.7
Cooling	2.5	1.3
Water Heating	4.7	3.4
Lights and Appliances	10.5	10.3
<b>Total</b>	<b>22.6</b>	<b>17.7</b>



This home **MEETS** or **EXCEEDS** the energy efficiency requirements for designation as an EPA ENERGY STAR Qualified Home under Version Multifamily V1.1

## Pollution Prevented

Type of Emissions	Reduction
Carbon Dioxide (CO ₂ ) - tons/yr	0.3

## Energy Cost Savings

	\$/yr
Heating	-28
Cooling	30
Water Heating	63
Lights & Appliances	7
Generation Savings	0
<b>Total</b>	<b>72</b>

The energy savings and pollution prevented are calculated by comparing the Rated Home to the ENERGY STAR Version Multifamily V1.1 Reference Home as defined in the ENERGY STAR Qualified Homes ERI (HERS) Target Procedure for National Program Requirements, Version Multifamily V1.1 promulgated by the Environmental Protection Agency (EPA). In accordance with the ANSI/RESNET/ICC 301 Standard, building inputs affecting setpoints infiltration rates, window shading and the existence of mechanical systems may have been changed prior to calculating loads

# ENERGY STAR MF V1.1 Home Report



## Property

9640 Fairfax Blvd  
Fairfax, VA 22031

## Organization

Pando Alliance  
Michael Sumpter

## Inspection Status

Results are projected

Wesley Lamb PSH - 550 Top Int  
550 Top Int

## Builder

## Mandatory Requirements

- ✓ Duct leakage at post construction better than or equal to applicable requirements.
- ✓ Total building thermal envelope UA meets or exceeds applicable requirements.
- ✓ Slab on Grade Insulation must be > R-5, and at IECC 2009 Depth for Climate Zones 4 and above.
- ✓ Envelope insulation achieves RESNET Grade I installation, or Grade II with insulated sheathing.
- ✓ Total window thermal properties meet or exceed the applicable requirements
- ✓ Duct insulation meets the EPA minimum requirements of R-6.
- ✓ Mechanical ventilation system is installed in the home.
- ✓ Measured infiltration is better than or equal to applicable requirements.
- ✓ ENERGY STAR Checklists fully verified and complete.

## ERI (HERS) Index Target

Reference Home ERI (HERS)	70
SAF (Size Adjustment Factor)	1.00
SAF Adjusted ERI (HERS) Target	<u>70</u>
As Designed Home ERI (HERS)	56
As Designed Home ERI (HERS) w/o PV	56

## Normalized, Modified End-Use Loads (MBtu / year)

	ENERGY STAR	As Designed
Heating	4.5	2.7
Cooling	2.9	1.6
Water Heating	4.7	3.6
Lights and Appliances	10.3	10.5
<b>Total</b>	<b>22.4</b>	<b>18.3</b>



This home **MEETS** or **EXCEEDS** the energy efficiency requirements for designation as an EPA ENERGY STAR Qualified Home under Version Multifamily V1.1

## Pollution Prevented

Type of Emissions	Reduction
Carbon Dioxide (CO ₂ ) - tons/yr	0.3

## Energy Cost Savings

	\$/yr
Heating	-10
Cooling	32
Water Heating	56
Lights & Appliances	-5
Generation Savings	0
<b>Total</b>	<b>74</b>

The energy savings and pollution prevented are calculated by comparing the Rated Home to the ENERGY STAR Version Multifamily V1.1 Reference Home as defined in the ENERGY STAR Qualified Homes ERI (HERS) Target Procedure for National Program Requirements, Version Multifamily V1.1 promulgated by the Environmental Protection Agency (EPA). In accordance with the ANSI/RESNET/ICC 301 Standard, building inputs affecting setpoints infiltration rates, window shading and the existence of mechanical systems may have been changed prior to calculating loads

# ENERGY STAR MF V1.1 Home Report



**Property**  
9640 Fairfax Blvd  
Fairfax, VA 22031

**Organization**  
Pando Alliance  
Michael Sumpter

**Inspection Status**  
Results are projected

Wesley Lamb PSH - 750 Podium  
Ext  
750 Podium Ext

**Builder**

## Mandatory Requirements

- ✓ Duct leakage at post construction better than or equal to applicable requirements.
- ✓ Total building thermal envelope UA meets or exceeds applicable requirements.
- ✓ Slab on Grade Insulation must be > R-5, and at IECC 2009 Depth for Climate Zones 4 and above.
- ✓ Envelope insulation achieves RESNET Grade I installation, or Grade II with insulated sheathing.
- ✓ Total window thermal properties meet or exceed the applicable requirements
- ✓ Duct insulation meets the EPA minimum requirements of R-6.
- ✓ Mechanical ventilation system is installed in the home.
- ✓ Measured infiltration is better than or equal to applicable requirements.
- ✓ ENERGY STAR Checklists fully verified and complete.

## ERI (HERS) Index Target

Reference Home ERI (HERS)	69
SAF (Size Adjustment Factor)	1.00
SAF Adjusted ERI (HERS) Target	<u>69</u>
As Designed Home ERI (HERS)	55
As Designed Home ERI (HERS) w/o PV	55

## Normalized, Modified End-Use Loads (MBtu / year)

	ENERGY STAR	As Designed
Heating	7.7	4.9
Cooling	3.6	2.3
Water Heating	6.6	4.7
Lights and Appliances	12.4	12.8
<b>Total</b>	<b>30.2</b>	<b>24.6</b>



This home **MEETS** or **EXCEEDS** the energy efficiency requirements for designation as an EPA ENERGY STAR Qualified Home under Version Multifamily V1.1

## Pollution Prevented

Type of Emissions	Reduction
Carbon Dioxide (CO ₂ ) - tons/yr	0.2

## Energy Cost Savings

	\$/yr
Heating	-54
Cooling	27
Water Heating	89
Lights & Appliances	-14
Generation Savings	0
<b>Total</b>	<b>48</b>

The energy savings and pollution prevented are calculated by comparing the Rated Home to the ENERGY STAR Version Multifamily V1.1 Reference Home as defined in the ENERGY STAR Qualified Homes ERI (HERS) Target Procedure for National Program Requirements, Version Multifamily V1.1 promulgated by the Environmental Protection Agency (EPA). In accordance with the ANSI/RESNET/ICC 301 Standard, building inputs affecting setpoints infiltration rates, window shading and the existence of mechanical systems may have been changed prior to calculating loads

# ENERGY STAR MF V1.1 Home Report



## Property

9640 Fairfax Blvd  
Fairfax, VA 22031

## Organization

Pando Alliance  
Michael Sumpter

## Inspection Status

Results are projected

Wesley Lamb PSH - 750 Podium Int  
750 Podium Int

## Builder

## Mandatory Requirements

- ✓ Duct leakage at post construction better than or equal to applicable requirements.
- ✓ Total building thermal envelope UA meets or exceeds applicable requirements.
- ✓ Slab on Grade Insulation must be > R-5, and at IECC 2009 Depth for Climate Zones 4 and above.
- ✓ Envelope insulation achieves RESNET Grade I installation, or Grade II with insulated sheathing.
- ✓ Total window thermal properties meet or exceed the applicable requirements
- ✓ Duct insulation meets the EPA minimum requirements of R-6.
- ✓ Mechanical ventilation system is installed in the home.
- ✓ Measured infiltration is better than or equal to applicable requirements.
- ✓ ENERGY STAR Checklists fully verified and complete.

## ERI (HERS) Index Target

Reference Home ERI (HERS)	70
SAF (Size Adjustment Factor)	1.00
SAF Adjusted ERI (HERS) Target	<u>70</u>
As Designed Home ERI (HERS)	54
As Designed Home ERI (HERS) w/o PV	54

## Normalized, Modified End-Use Loads (MBtu / year)

	ENERGY STAR	As Designed
Heating	6.5	3.5
Cooling	3.2	1.7
Water Heating	6.6	4.7
Lights and Appliances	12.3	12.6
<b>Total</b>	<b>28.6</b>	<b>22.6</b>



This home **MEETS** or **EXCEEDS** the energy efficiency requirements for designation as an EPA ENERGY STAR Qualified Home under Version Multifamily V1.1

## Pollution Prevented

Type of Emissions	Reduction
Carbon Dioxide (CO ₂ ) - tons/yr	0.2

## Energy Cost Savings

	\$/yr
Heating	-43
Cooling	39
Water Heating	87
Lights & Appliances	-15
Generation Savings	0
<b>Total</b>	<b>68</b>

The energy savings and pollution prevented are calculated by comparing the Rated Home to the ENERGY STAR Version Multifamily V1.1 Reference Home as defined in the ENERGY STAR Qualified Homes ERI (HERS) Target Procedure for National Program Requirements, Version Multifamily V1.1 promulgated by the Environmental Protection Agency (EPA). In accordance with the ANSI/RESNET/ICC 301 Standard, building inputs affecting setpoints infiltration rates, window shading and the existence of mechanical systems may have been changed prior to calculating loads

# ENERGY STAR MF V1.1 Home Report



## Property

9640 Fairfax Blvd  
Fairfax, VA 22031

## Organization

Pando Alliance  
Michael Sumpter

## Inspection Status

Results are projected

Wesley Lamb PSH- 350 Mid Ext  
350 Mid Ext

## Builder

## Mandatory Requirements

- ✓ Duct leakage at post construction better than or equal to applicable requirements.
- ✓ Total building thermal envelope UA meets or exceeds applicable requirements.
- ✓ Slab on Grade Insulation must be > R-5, and at IECC 2009 Depth for Climate Zones 4 and above.
- ✓ Envelope insulation achieves RESNET Grade I installation, or Grade II with insulated sheathing.
- ✓ Total window thermal properties meet or exceed the applicable requirements
- ✓ Duct insulation meets the EPA minimum requirements of R-6.
- ✓ Mechanical ventilation system is installed in the home.
- ✓ Measured infiltration is better than or equal to applicable requirements.
- ✓ ENERGY STAR Checklists fully verified and complete.

## ERI (HERS) Index Target

Reference Home ERI (HERS)	68
SAF (Size Adjustment Factor)	1.00
SAF Adjusted ERI (HERS) Target	<u>68</u>
As Designed Home ERI (HERS)	51
As Designed Home ERI (HERS) w/o PV	51

## Normalized, Modified End-Use Loads (MBtu / year)

	ENERGY STAR	As Designed
Heating	4.2	2.1
Cooling	2.2	1.2
Water Heating	4.7	3.5
Lights and Appliances	9.5	9.0
<b>Total</b>	<b>20.6</b>	<b>15.8</b>



This home **MEETS** or **EXCEEDS** the energy efficiency requirements for designation as an EPA ENERGY STAR Qualified Home under Version Multifamily V1.1

## Pollution Prevented

Type of Emissions	Reduction
Carbon Dioxide (CO ₂ ) - tons/yr	0.5

## Energy Cost Savings

	\$/yr
Heating	15
Cooling	24
Water Heating	58
Lights & Appliances	23
Generation Savings	0
<b>Total</b>	<b>119</b>

The energy savings and pollution prevented are calculated by comparing the Rated Home to the ENERGY STAR Version Multifamily V1.1 Reference Home as defined in the ENERGY STAR Qualified Homes ERI (HERS) Target Procedure for National Program Requirements, Version Multifamily V1.1 promulgated by the Environmental Protection Agency (EPA). In accordance with the ANSI/RESNET/ICC 301 Standard, building inputs affecting setpoints infiltration rates, window shading and the existence of mechanical systems may have been changed prior to calculating loads

# ENERGY STAR MF V1.1 Home Report



## Property

9640 Fairfax Blvd  
Fairfax, VA 22031

## Organization

Pando Alliance  
Michael Sumpter

## Inspection Status

Results are projected

Wesley Lamb PSH- 350 Top Ext  
350 Top Ext

## Builder

## Mandatory Requirements

- ✓ Duct leakage at post construction better than or equal to applicable requirements.
- ✓ Total building thermal envelope UA meets or exceeds applicable requirements.
- ✓ Slab on Grade Insulation must be > R-5, and at IECC 2009 Depth for Climate Zones 4 and above.
- ✓ Envelope insulation achieves RESNET Grade I installation, or Grade II with insulated sheathing.
- ✓ Total window thermal properties meet or exceed the applicable requirements
- ✓ Duct insulation meets the EPA minimum requirements of R-6.
- ✓ Mechanical ventilation system is installed in the home.
- ✓ Measured infiltration is better than or equal to applicable requirements.
- ✓ ENERGY STAR Checklists fully verified and complete.

## ERI (HERS) Index Target

Reference Home ERI (HERS)	67
SAF (Size Adjustment Factor)	1.00
SAF Adjusted ERI (HERS) Target	<u>67</u>
As Designed Home ERI (HERS)	54
As Designed Home ERI (HERS) w/o PV	54

## Normalized, Modified End-Use Loads (MBtu / year)

	ENERGY STAR	As Designed
Heating	4.2	3.2
Cooling	2.6	1.7
Water Heating	4.7	3.5
Lights and Appliances	9.6	9.0
<b>Total</b>	<b>21.0</b>	<b>17.4</b>



This home **MEETS** or **EXCEEDS** the energy efficiency requirements for designation as an EPA ENERGY STAR Qualified Home under Version Multifamily V1.1

## Pollution Prevented

Type of Emissions	Reduction
Carbon Dioxide (CO ₂ ) - tons/yr	0.4

## Energy Cost Savings

	\$/yr
Heating	7
Cooling	24
Water Heating	58
Lights & Appliances	23
Generation Savings	0
<b>Total</b>	<b>112</b>

The energy savings and pollution prevented are calculated by comparing the Rated Home to the ENERGY STAR Version Multifamily V1.1 Reference Home as defined in the ENERGY STAR Qualified Homes ERI (HERS) Target Procedure for National Program Requirements, Version Multifamily V1.1 promulgated by the Environmental Protection Agency (EPA). In accordance with the ANSI/RESNET/ICC 301 Standard, building inputs affecting setpoints infiltration rates, window shading and the existence of mechanical systems may have been changed prior to calculating loads

# ENERGY STAR MF V1.1 Home Report



## Property

9640 Fairfax Blvd  
Fairfax, VA 22031

## Organization

Pando Alliance  
Michael Sumpter

## Inspection Status

Results are projected

Wesley Lamb PSH- 550 Top Ext  
550 Top Ext

## Builder

## Mandatory Requirements

- ✓ Duct leakage at post construction better than or equal to applicable requirements.
- ✓ Total building thermal envelope UA meets or exceeds applicable requirements.
- ✓ Slab on Grade Insulation must be > R-5, and at IECC 2009 Depth for Climate Zones 4 and above.
- ✓ Envelope insulation achieves RESNET Grade I installation, or Grade II with insulated sheathing.
- ✓ Total window thermal properties meet or exceed the applicable requirements
- ✓ Duct insulation meets the EPA minimum requirements of R-6.
- ✓ Mechanical ventilation system is installed in the home.
- ✓ Measured infiltration is better than or equal to applicable requirements.
- ✓ ENERGY STAR Checklists fully verified and complete.

## ERI (HERS) Index Target

Reference Home ERI (HERS)	70
SAF (Size Adjustment Factor)	1.00
SAF Adjusted ERI (HERS) Target	<u>70</u>
As Designed Home ERI (HERS)	54
As Designed Home ERI (HERS) w/o PV	54

## Normalized, Modified End-Use Loads (MBtu / year)

	ENERGY STAR	As Designed
Heating	5.9	3.8
Cooling	3.8	1.8
Water Heating	4.7	3.5
Lights and Appliances	10.4	10.7
<b>Total</b>	<b>24.8</b>	<b>19.7</b>



This home **MEETS** or **EXCEEDS** the energy efficiency requirements for designation as an EPA ENERGY STAR Qualified Home under Version Multifamily V1.1

## Pollution Prevented

Type of Emissions	Reduction
Carbon Dioxide (CO ₂ ) - tons/yr	0.4

## Energy Cost Savings

	\$/yr
Heating	-4
Cooling	49
Water Heating	56
Lights & Appliances	-9
Generation Savings	0
<b>Total</b>	<b>92</b>

The energy savings and pollution prevented are calculated by comparing the Rated Home to the ENERGY STAR Version Multifamily V1.1 Reference Home as defined in the ENERGY STAR Qualified Homes ERI (HERS) Target Procedure for National Program Requirements, Version Multifamily V1.1 promulgated by the Environmental Protection Agency (EPA). In accordance with the ANSI/RESNET/ICC 301 Standard, building inputs affecting setpoints infiltration rates, window shading and the existence of mechanical systems may have been changed prior to calculating loads

# **Tab G:**

Zoning Certification Letter (MANDATORY)



**City of Fairfax, Virginia**

10455 Armstrong Street Fairfax, VA 22030-3630  
703-385-7930 www.fairfaxva.gov

**Zoning Certification**

**Date** 2/15/23

**To** Virginia Housing  
601 South Belvidere Street  
Richmond, Virginia 23220  
Attention: JD Bondurant

**RE:** ZONING CERTIFICATION

Name of Development Wesley Lamb PSH

Name of Owner/Applicant Wesley Lamb LLC

Name of Seller/Current Owner 9640 Fairfax Boulevard, LLC

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

**Development Description:**

Development Address  
9640 Fairfax Boulevard, Fairfax, VA 22031  
_____  
_____

Legal Description  
Lot 20, East Fairfax Park, as the same appears duly dedicated, platted and recorded in Deed Book F-13 at page 543 and Plat Book 3 at page 39, less and except that portion of the property conveyed to the Commonwealth of Virginia by deed recorded in Deed Book B-14 at pages 7 and 368, among the land records of Fairfax County, Virginia, containing 17,839 square feet, more or less.  
_____  
_____  
_____

**Proposed Improvements**

- New Construction: 54 #Units 1 #Buildings 47,431 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.

Current Zoning: CR Commercial Retail allowing a density of 24 units per acre, and the following other applicable conditions:  
The Fairfax City Council, at its regular meeting or December 13, 2022, approved a density of 145.9 du/acre, allowing 54 units on 0.37 acres, for the The Lamb Center/Wesley Housing PSH community.

**Other Descriptive Information**

The Fairfax City Council, at its regular meeting or December 13, 2022, approved the request for The Lamb Center/Wesley Housing for a Special Use Permit (SU-22-00361), Special Exception (SE-22-00362), and Major Certificate of Appropriateness (BAR-22-00473).

**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.

Date 2/15/23

Signature 

Printed Name Brooke Hardin

Title of Local Official or Civil Engineer Director of Community Development and Planning

Phone 703-385-7821

# **Tab H:**

Attorney's Opinion (MANDATORY)

March 16, 2023

TO: Virginia Housing  
601 South Belvidere Street  
Richmond, Virginia 23220

RE: 2023 Tax Credit Reservation Request  
Name of Development: Wesley Lamb PSH  
Name of Owner: Wesley Lamb LLC

Ladies and Gentlemen:

This undersigned firm represents the above-referenced Owner as its counsel. It has received a copy of and has reviewed the completed application package dated March 16, 2023 (of which this opinion is a part) (the “Application”) submitted to you for the purpose of requesting, in connection with the captioned Development, a reservation of low income housing tax credits (“Credits”) available under Section 42 of the Internal Revenue Code of 1986, as amended (the “Code”). It has also reviewed Section 42 of the Code, the regulations issued pursuant thereto and such other binding authority as it believes to be applicable to the issuance hereof (the regulations and binding authority hereinafter collectively referred to as the “Regulations”).

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

1. It is more likely than not that the inclusion in eligible basis of the Development of such cost items or portions thereof, as set forth in Hard Costs and Owners Costs section of the Application form, complies with all applicable requirements of the Code and Regulations.
2. The calculations (a) of the Maximum Allowable Credit available under the Code with respect to the Development and (b) of the Estimated Qualified Basis of each building in the Development comply with all applicable requirements of the Code and regulations, including the selection of credit type implicit in such calculations.
3. The appropriate type(s) of allocation(s) have been requested in the Reservation Request Information section in the Application form.
4. The information set forth in the Unit Details section of the Application form as to proposed rents satisfies all applicable requirements of the Code and Regulations.
5. The site of the captioned Development is controlled by the Owner, as identified in the Site Control section of the Application, for a period of not less than four (4) months beyond the application deadline.

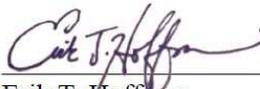
6. The type of the nonprofit organization involved in the Development is an organization described in Code Section 501(c)(3) or 501(c)(4) and exempt from taxation under Code Section 501(a), whose purposes include the fostering of low-income housing.
7. The nonprofit organizations' ownership interest in the development is as described in the Nonprofit Involvement section of the Application form.

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

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

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

Klein Hornig LLP

By:   
Erik T. Hoffman  
Its: Partner

# Tab I:

## Nonprofit Questionnaire (MANDATORY for points or pool)

NOTE: 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)

**Nonprofit Questionnaire**

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

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

**1. General Information**

- a. Name of development Wesley Lamb PSH
- b. Name of owner/applicant Wesley Lamb LLC
- c. Name of nonprofit entity Wesley Housing Development Corporation of Northern Virginia
- d. Address of principal place of business of nonprofit entity  
2311 Huntington Avenue, Alexandria, VA 22303

Indicate funding sources and amount used to pay for office space  
Fees from development activities and property management, contracts with local government,  
and donations from organizations and individuals. Rent is \$7,500 monthly.

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

## Appendices continued

- j. Explain the anticipated future activities of the nonprofit over the next five years:  
WHDC will continue to develop and operate affordable housing for low- and moderate income residents of Northern Virginia and the District of Columbia as well as provide educational and social services to residents.
- k. How many full time, paid staff members does the nonprofit and, if applicable, any other nonprofit organization(s) ("related nonprofit(s)") of which the nonprofit is a subsidiary or to which the nonprofit is otherwise related have (i.e. by shared directors, staff, etc.)? 118  
How many part time, paid staff members? 1  
Describe the duties of all staff members:  
Staff members are responsible for the acquisition and development of housing as well as associated functions of financial management, fundraising, administration, asset management, volunteer recruitment and coordination, and resident services management for the organization.
- l. Does the nonprofit share staff with any other entity besides a related nonprofit described above?  
 YES  NO If yes, explain in detail: _____
- m. How many volunteers does the nonprofit and, if applicable, any related nonprofit have?  
In 2022, 51 individuals gave more than 2,032 hours of their time to Wesley Housing.
- n. What are the sources and manner of funding of the nonprofit? (You must disclose all financial and/ or the arrangements with any individual(s) or for profit entity, including anyone or any entity related, directly, indirectly, to the Owner of the Development.  
The organization receives fees for real estate development and property management activities. The organization receives support from local governments in form of contracts for services and donations from corporations, banks, foundations religious organizations and individuals. In addition, there are special events that generate contributions toward the organization's activities.
- o. List all directors of the nonprofit, their occupations, their length of service on the board, and their residential addresses See attached Board roster.

## Appendices continued

### 2. Nonprofit Formation

- a. Explain in detail the genesis of the formation of the nonprofit: WHDC was formed in response to an appeal from the Alexandria and Arlington Districts of the United Methodist Church to address the growing need for affordable housing in Northern Virginia. United Methodist congregations continue to provide significant support (financial and otherwise) for the organization.
- b. Is the nonprofit, or has it ever been, affiliated with or controlled by a for-profit entity or local housing authority?
- YES  NO If yes, explain in detail: _____  
_____  
_____
- c. Has any for profit organization or local housing authority (including the Owner of the Development, joint venture partner, or any individual or entity directly or indirectly related to such Owner) appointed any directors to the governing board of the nonprofit?
- YES  NO If yes, explain in detail: _____  
_____  
_____
- d. Does any for-profit organization or local housing authority have the right to make such appointments?
- YES  NO If yes, explain in detail: _____  
_____  
_____
- e. Does any for profit organization or local housing authority have any other affiliation with the nonprofit or have any other relationship with the nonprofit in which it exercises or has the right to exercise any other type of control?
- YES  NO If yes, explain in detail: _____  
_____  
_____
- f. Was the nonprofit formed by any individual(s) or for profit entity for the principal purpose of being included in the nonprofit Pool or receiving points for nonprofit participation under the Plan?
- YES  NO

## Appendices continued

- g. Explain in detail the past experience of the nonprofit including, if applicable, the past experience of any other related nonprofit of which the nonprofit is a subsidiary or to which the nonprofit is otherwise related (by shared directors, staff, etc.) Over more than 40 years, WHDC has developed, co-developed and/or financed more than 2,000 units of affordable housing in Virginia and the District of Columbia. It currently owns more than 30 homes and serves as property manager for more than 25 of these. Further, WHDC operates 8 community centers and 5 supportive services centers serving over 1,750 residents.
- h. If you included in your answer to the previous question information concerning any related nonprofit, describe the date of legal formation thereof, the date of IRS 501(c)(3) or 501(c)(4) status, its expected life, its charitable purposes and its relationship to the non-profit.  
N/A

### 3. Nonprofit Involvement

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

YES     NO

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

YES     NO

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

YES     NO

If no to either 3a.i or 3a.ii above, specifically describe the nonprofit's ownership interest  
An affiliate of WHDC will own 75% of the general partnership. An affiliate of The Lamb Center (TLC) will own the other 25%.

- b. (i) Will the nonprofit be the managing member or managing general partner?

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

See Section 3. Ownership Entity of the Amended and Restated Memorandum of Understanding (MOU) between Wesley Housing Development Corporation (Wesley) and The Lamb Center (TLC).

- (ii) Will the nonprofit be the managing member or own more than 50% of the general partnership interest?     YES     NO

## Appendices continued

c. Will the nonprofit have the option or right of first refusal to purchase the proposed development at the end of the compliance period for a price not to exceed the outstanding debt and exit taxes of the for-profit entity?  YES  NO

If yes, where in the partnership/operating agreement is this provision specifically referenced?  
The Lamb Center, another non-profit entity, will have a Right of First Refusal, see Tab V.

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Recordable agreement attached to the Tax Credit Application as TAB V?

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

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

YES  NO If yes,

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

WHDC will oversee the financing, design, construction processes of the project.

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The Lamb Center will oversee the acquisition and entitlement.

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(ii) Describe the nature and extent of the nonprofit's involvement in the operation or management of the Development throughout the Extended Use Period (the entire time period of occupancy restrictions of the low-income units in the Development):

WHDC intends to maintain a controlling ownership interest and role in the property throughout the Extended Use Period.

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

In the development period, staff will invest approximately 1,350 hours per year in the development: 750 hours by the project manager, 200 by the Vice President for Real Estate, 100 by the President, and 300 by the Finance Department. During the Compliance Period, staff will spend approximately 1,000 hours per year.

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## Appendices continued

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

The Lamb Center conceived of the idea for the proposed development in response to Fairfax City's Comprehensive Plan, which encourages density around Activity Zones and the development of more affordable housing. This development will build upon The Lamb Center's mission to serve individuals experiencing homelessness in Fairfax, Virginia, which they currently serve at their daytime drop-in homeless shelter. The Lamb Center partnered with WHDC for their development expertise and shared vision.

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

Wesley Housing Development Corporation of Northern Virginia - Sole Member of Managing Member of MM  
WHDC Wesley Lamb Managing Member, LLC - Managing Member of MM, 75% Membership  
WL Managing Member LLC, Managing Member of Owner - 100% of MM interests

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

An affiliate of WHDC will own 75% of the general partnership. An affiliate of The Lamb Center will own the other 25%. WHDC, the lead developer, is responsible for securing financing and overseeing design and construction. Management will be the responsibility of WPMC, a third-party management company and affiliate of WHDC.

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

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

N/A

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## Appendices continued

i. Will the nonprofit or the Owner (as identified in the application) pay a joint venture partner or consultant fee for providing development services?  YES  NO If yes, explain the amount and source of the funds for such payments.

Refer to the Development Services Agreement. The developer fee is shared by the two nonprofits.

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

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k. Will the joint venture partner or for-profit consultant be compensated (receive income) in any other manner, such as builder's profit, architectural and engineering fees, or cash flow?

YES  NO If yes, explain:

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l. Will any member of the board of directors, officer, or staff member of the nonprofit participate in the development and/or operation of the proposed development in any for-profit capacity?

YES  NO If yes, explain:

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## Appendices continued

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

N/A

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n. Is the nonprofit involving any local, community based nonprofit organizations in the development, role and operation, or provision of services for the development?  YES  NO If yes, explain in detail, including the compensation for the other nonprofits amount and timing of such payments.

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#### 4. Virginia and Community Activity

a. Has the Virginia State Corporation Commission authorized the nonprofit to do business in Virginia?  
 YES  NO

b. Define the nonprofit's geographic target area or population to be served:

WHDC concentrates its efforts in Northern Virginia, the District of Columbia, and is expanding to Maryland.

In Northern Virginia, WHDC works in the Counties of Arlington, Fairfax, Prince William, Loudoun and Frederick, and the Cities of Falls Church, Alexandria and Manassas.

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c. Does the nonprofit or, if applicable, related nonprofit have experience serving the community where the proposed development is located (including advocacy, organizing, development, management, or facilitation, but not limited to housing initiatives)?  YES  NO

If yes, or no, explain nature, extent and duration of any service:

Although this development will be Wesley Housing's first in the City of Fairfax, Wesley Housing owns 11 affordable housing communities in Fairfax County and provides housing stability services to the residents of those communities.

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## Appendices continued

d. Does the nonprofit's by laws or board resolutions provide a formal process for low income, program beneficiaries to advise the nonprofit on design, location of sites, development and management of affordable housing?  YES  NO If yes, explain

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e. Has the Virginia Department of Agriculture and Consumer Services (Division of Consumer Affairs) authorized the nonprofit to solicit contributions/donations in the target community?

YES  NO

f. Does the nonprofit have demonstrated support (preferably financial) from established organizations, institutions, businesses and individuals in the target community?

YES  NO If yes, explain:

Wesley Housing receives support from numerous individuals and faith communities in Northern Virginia.

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g. Has the nonprofit conducted any meetings with neighborhood, civic, or community groups and/or tenant associations to discuss the proposed development and solicit input?  YES  NO

If yes, describe the meeting dates, meeting locations, number of attendees and general discussion points:

Throughout the planning and entitlement process, Wesley Housing conducted numerous meetings with the community. Approximately four general community meetings or association specific meetings, as well as continuous outreach to neighboring businesses, were held since July 2022.

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h. Are at least 33% of the members of the board of directors representatives of the community being served?  YES  NO If yes,

(i) Low-income residents of the community?  YES  NO

(ii) Elected representatives of low-income neighborhood organizations?  YES  NO

i. Are no more than 33% of the members of the board of directors representatives of the public sector (i.e. public officials or employees or those appointed to the board by public officials)?

YES  NO

## Appendices continued

j. Does the board of directors hold regular meetings which are well attended and accessible to the target community?  YES  NO If yes, explain the meeting schedule:

WHDC board meetings are held monthly.

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k. Has the nonprofit received a Community Housing Development Organization (CHDO) designation, as defined by the U.S. Department of Housing and Urban Development's HOME regulations, from the state or a local participating jurisdiction?  YES  NO

l. Has the nonprofit been awarded state or local funds for the purpose of supporting overhead and operating expenses?  YES  NO If yes, explain in detail:

Fairfax County has provided funds for organizational administration.

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m. Has the nonprofit been formally designated by the local government as the principal community-based nonprofit housing development organization for the selected target area?

YES  NO If yes, explain:

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n. Has the nonprofit ever applied for Low Income Housing Tax Credits for a development in which it acted as a joint venture partner with a for-profit entity?  YES  NO

If yes, note each such application including: the development name and location, the date of application, the nonprofit's role and ownership status in the development, the name and principals of the joint venture partners, the name and principals of the general contractor, the name and principals of the management entity, the result of the application, and the current status of the development(s).

Union on Queen (fka Pierce Queen), Arlington, VA. Application - 2013, WHDC Role - 50% of GP, JV Partners - BA Pierce Queen LLC, General Contractor - Bozzuto Construction, Management Entity - Bozzuto Management, Result - Approved, Status - operating

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## Appendices continued

o. Has the nonprofit ever applied for Low Income Housing Tax Credits for a development in which it acted as the sole general partner/managing member?  YES  NO

If yes, note each such development including the name and location, the date of the application, the result of the application, and the current status of the development(s).

Schedule A, which is included with this application, identifies WHDC's LIHTC experience in the past 15 years.

Further information is available upon request.

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p. To the best of your knowledge, has this development, or a similar development on the same site, ever received tax credits before?  YES  NO If yes, explain:

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q. Has the nonprofit been an owner or applicant for a development that has received a reservation in a previous application round from the Virginia Housing Partnership or the Virginia Housing Funds?

YES  NO If yes, explain:

VHPF • Agape House (\$20,000 predevelopment loan); VHF - Wexford Manor (\$750,000 loan);

VHF - Quarry Station Seniors Apartments (\$750,000); VHF - Coppermine (\$750,000).

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r. Has the nonprofit completed a community needs assessment that is no more than three years old and that, at a minimum identifies all of the defined target area's housing needs and resources?

YES  NO If yes, explain the need identified:

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s. Has the nonprofit completed a community plan that (1) outlines a comprehensive strategy for addressing identified community housing needs, (2) offers a detailed work plan and timeline for implementing the strategy, and (3) documents that the needs assessment and comprehensive strategy were developed with the maximum possible input from the target community?

YES  NO If yes, explain the plan:

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Appendices continued

5. Attachments

Documentation of any of the above need not be submitted unless requested by Virginia Housing.

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

Date 3/14/2023

Owner/Applicant Wesley Lamb LLC

By Kamilah McAfee Kamilah McAfee

President of Wesley Housing Development Corporation of Northern Virginia,  
managing member of WHDC Wesley Lamb Managing Member, LLC,  
Its the managing member of WL Managing Member LLC

Title

Date 3/14/2023

Wesley Housing Development Corporation of Northern Virginia

Nonprofit

By Michael T Cranna Michael T Cranna

Board Chairman

By Kamilah McAfee Kamilah McAfee

Executive Director President/CEO

**Wesley Housing Development Corporation  
2023 Board of Directors**

NAME & ADDRESS	EMPLOYMENT	POSITION/COMMITTEE	TERM
<b>Kimberly Armstrong</b> 4380 King Street Apartment 111 Alexandria, VA 22302 (Cell) 703.615.6497 <a href="mailto:kim.armstrong10@verizon.net">kim.armstrong10@verizon.net</a>	Wells Fargo (retired)	<b>Treasurer</b> Chair, Finance Committee Executive Committee Audit Committee	1/22 - 1/25
<b>Marcia Bradford</b> 13550 Northbourne Dr. Centreville, VA 20120 (Cell) 703.402.1671	Executive Vice President ChainBridge Bank, NA 1445-A Laughlin Avenue McLean, VA 22101 <a href="mailto:mbradford@chainbridgebank.com">mbradford@chainbridgebank.com</a> (O) 703.748.3427	Audit Committee	1/22 - 1/25
<b>Rev. Dr. Sarah Calvert</b>	District Superintendent Northern Virginia District of the United Methodist Church in Virginia 3600 Chain Bridge Road, Suite 1 Fairfax, VA 22030 (O) 703.820.7200 (F) 703.845.8145 <a href="mailto:NoVaDS@vaumc.org">NoVaDS@vaumc.org</a>		1/23 - 1/24
<b>Brooke Cooper</b> 705 Braxton Place Alexandria, VA 22301 (Home) 703.836.5524 (Cell) 310.210.3011	Founder & Managing Director Tech Acumen Group 1800 Diagonal Road, Suite 600 Alexandria, VA 22314 (O) 202.833.5570 ext. 102 <a href="mailto:brooke.cooper@techacumengroup.com">brooke.cooper@techacumengroup.com</a>	Chair, Audit Committee Real Estate Development Committee	1/22 - 1/25
<b>Michael T. Cranna</b> 6326 Lakeview Drive Falls Church, VA 22041 (Cell) 703.937.7707 <a href="mailto:michael.cranna@gmail.com">michael.cranna@gmail.com</a>	Development Advisor Point Reyes Energy Partners, LLC <a href="mailto:michaelcranna@pointreyesenergy.com">michaelcranna@pointreyesenergy.com</a>	<b>Chair</b> Executive Committee Ex Officio - All Committees President, Affiliate Boards President, Wesley ASI Board President, Agape Board	1/22 - 1/25

Wesley Housing Development Corporation  
2023 Board of Directors

NAME & ADDRESS	EMPLOYMENT	POSITION/COMMITTEE	TERM
<b>Justine Fitzgerald</b> 	Hirschler Law 8270 Greensboro Drive Suite 700 Tysons, VA 22102 703.584.8373 <a href="mailto:jfitzgerald@hirschlerlaw.com">jfitzgerald@hirschlerlaw.com</a>	Chair, External Relations/Resource Development Committee Real Estate Development Committee Legal Committee	1/21 - 1/24
<b>John W. Gibb</b> 232 Nelson Drive Ambler, PA 19002 (Cell) 703.472.3850	Managing Director Jones Lang LaSalle Securities, LLC 2020 K Street, NW, Suite 1100 Washington, DC 20006 (O) 202.719.5884 (F) 312.470.8220 <a href="mailto:john.gibb@am.ill.com">john.gibb@am.ill.com</a>	<i><b>Past Chair</b></i> Executive Committee Governance Committee Real Estate Development Committee	1/21 - 1/24
<b>Kamilah McAfee</b> 3833 8th St. S Arlington, VA 22204 (Cell) 571.319.3482	President/CEO Wesley Housing 2311 Huntington Avenue Alexandria, VA 22303 (O) 703-642-3830 ext. (Cell): 571.319.3482 kmcafee@whdc.org	<b>President/CEO</b> Executive Committee Secretary, Affiliate Board Secretary, Corporate Affiliate Board Assistant Secretary Wesley ASI Board Assistant Secretary Agape Board	N/A
<b>Nancy Minter</b> 3137 Eakin Park Ct. Fairfax, VA 22031 703.280.4996 <a href="mailto:nancy.minter@ymail.com">nancy.minter@ymail.com</a>	Urban Institute Library (retired)	Chair, Real Estate Development Committee External Relations/Resource Development Committee Governance Committee	1/23 - 1/26
<b>Suzanne Moran</b> 2836 Arizona Terrace, NW Washington, DC 20016 <a href="mailto:mckennamoran@aim.com">mckennamoran@aim.com</a> (Cell) 202.768.5560	TD Private Client Group, LLC Institutional Non-Profit Account Manager 607 14th Street, NW Washington, DC 20005 <a href="mailto:suzanne.moran@td.com">suzanne.moran@td.com</a> (O) 202.641.7722	Chair, Governance Committee Executive Committee External Relations/Resource Development Committee Resident Services Committee	1/22 - 1/25

**Wesley Housing Development Corporation  
2023 Board of Directors**

NAME & ADDRESS	EMPLOYMENT	POSITION/COMMITTEE	TERM
<p><b>June Stowe</b> 5007 Richenbacher Avenue Alexandria, VA 22304 <a href="mailto:estowe@comcast.net">estowe@comcast.net</a> (Home) 703.751.0458 (Cell) 571.236.8636</p>	<p>Retired</p>	<p>Chair, Resident Services Committee Executive Committee Finance Committee</p>	<p>1/22 - 1/25</p>
<p><b>Malanda Worrell</b> 5758 Central Avenue, SE Washington, DC 20019 <a href="mailto:malanda.daniel@gmail.com">malanda.daniel@gmail.com</a> (Cell) 202.590.7642</p>	<p>Senior Vice President, Market Operations Jones Lang LaSalle Securities, LLC 2020 K Street, NW Suite 1100 Washington, DC 20006 <a href="mailto:Malanda.worrell@am.ill.com">Malanda.worrell@am.ill.com</a> (O) 202.719.5984</p>	<p><b>Vice Chair</b> Executive Committee</p>	<p>4/21 - 1/24</p>
<p><b>Kenneth C. Wu, Esq</b> 9518 Beck Court Bethesda, MD 20817 <a href="mailto:kenwuesq@yahoo.com">kenwuesq@yahoo.com</a> (Cell) 202.258.1021</p>	<p>Lopez &amp; Wu, PLLC 1818 Library St., #500 Reston VA 20190 (O) 703.835.6145</p>	<p><b>Secretary</b> Chair, Legal Committee Executive Committee</p>	<p>1/21 - 1/23</p>
<p><b>Andrew Vincent</b> 606 Cloverfield Place Silver Spring, MD 20910</p>	<p>Vice President of Development Horning Brothers 3333 14th Street NW- Suite 300 Washington, DC 20020 <a href="mailto:avincent@horingdc.com">avincent@horingdc.com</a> (O) 202-659-0700</p>	<p>Real Estate Development Committee</p>	<p>1/23 - 1/26</p>
<p><b>Arianna K. Royster, CPM, ARM</b> 514 Windboard Way National Harbor, MD 29745</p>	<p>Executive Vice President. Borger Management, Inc. 1111 14th Street NW- Suite 200 Washington, DC 20005 <a href="mailto:aroyster@borgermanagement.com">aroyster@borgermanagement.com</a> (O) 202-898-1880</p>	<p>Real Estate Development Committee Resident Services Committee</p>	<p>1/23 - 1/26</p>

# Commonwealth of Virginia



## State Corporation Commission

### CERTIFICATE OF GOOD STANDING

I Certify the Following from the Records of the Commission:

That WESLEY HOUSING DEVELOPMENT CORPORATION OF NORTHERN VIRGINIA is duly incorporated under the law of the Commonwealth of Virginia;

That the corporation was incorporated on December 10, 1974;

That the corporation's period of duration is perpetual; and

That the corporation is in existence and in good standing in the Commonwealth of Virginia as of the date set forth below.

Nothing more is hereby certified.



Signed and Sealed at Richmond on this Date:

March 8, 2023

A handwritten signature in black ink, appearing to read "Bernard J. Logan".

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Bernard J. Logan, Clerk of the Commission



Department of the Treasury  
Internal Revenue Service

P.O. Box 2508  
Cincinnati OH 45201

In reply refer to: 0248245444  
Oct. 13, 2011 LTR 4168C E0  
51-0155779 000000 00

00010031  
BODC: TE

WESLEY HOUSING DEVELOPMENT  
CORPORATION OF NORTHERN VIRGINIA  
5515 CHEROKEE AVE STE 204  
ALEXANDRIA VA 22312-2309



033078

Employer Identification Number: 51-0155779  
Person to Contact: Ms K Griffith  
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Oct. 03, 2011, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(03) of the Internal Revenue Code in a determination letter issued in 10032011.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

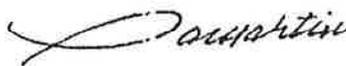
Please refer to our website [www.irs.gov/eo](http://www.irs.gov/eo) for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

0248245444  
Oct. 13, 2011 LTR 4168C E0  
51-0155779 000000 00  
00010032

WESLEY HOUSING DEVELOPMENT  
CORPORATION OF NORTHERN VIRGINIA  
5515 CHEROKEE AVE STE 204  
ALEXANDRIA VA 22312-2309

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,



S. A. Martin, Operations Manager  
Accounts Management Operations

## DEVELOPMENT SERVICES AGREEMENT

This Development Services Agreement (this “**Agreement**”), dated and effective as of the ___ day of _____, 2023, is made by and between WELSEY LAMB LLC, a limited liability company formed under the laws of the Commonwealth of Virginia (the “**Company**”), and WESLEY HOUSING DEVELOPMENT CORPORATION OF NORTHERN VIRGINIA, a Virginia nonstock corporation (“**Wesley**”), and The Lamb Center, a Virginia nonstock corporation (“**TLC**”, collectively with Wesley, the “**Developer**”).

### RECITALS

The Company was formed for the purpose of serving as the owner of real estate in connection with providing safe, quality affordable housing and facilitating the direct or indirect acquisition, construction, rehabilitation, and operation of the property located at 9640 Fairfax Boulevard, Fairfax, Virginia, (the “**Project**”). The Company is operated by an Operating Agreement effective as of January 24, 2023 (the “**Operating Agreement**”). Capitalized terms used but not defined herein shall have the meanings given in the Operating Agreement.

The Company desires that the Developer provide certain services with respect to the development of the Project.

Accordingly, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Appointment and Term.** The Company hereby appoints the Developer to render services in overseeing the development of the Project for the Company as herein contemplated and the Developer hereby accepts such appointment. The term of this Agreement shall begin on the date hereof and shall end on the end of the low income housing tax credit compliance period.
2. **Authority and Obligations.** Subject to the provisions of the Operating Agreement, the Developer shall have the authority and obligation to:
  - a. Obtain construction financing on behalf of the Company in an amount sufficient to fund the construction of the Project.
  - b. Prepare or cause to be prepared such environmental and neighborhood impact studies or reports, engineering surveys, and plans and specifications as may be required in connection with the construction of the Project.
  - c. Prepare and submit to the Company for approval a construction budget and make recommendations to the Company regarding any necessary modifications thereto.
  - d. Make available to the Company upon request copies of all contracts, option agreements, construction financing commitments, budgets, plans and specifications or other items prepared or obtained.
  - e. Obtain a construction contract (the “**Construction Contract**”) in an amount comparable to similar projects from a reputable general contractor (the “**General Contractor**”), which Construction Contract shall require the General Contractor to post a payment and

performance bond in the full amount of the Construction Contract or letter of credit in an amount acceptable to the Company.

f. Perform or cause to be performed, in a diligent and efficient manner, general administration and supervision of construction of the Project, including but not limited to the following:

(i) administration and supervision of the activities of the General Contractor and all other contractors, subcontractors and others employed in connection with the construction of the Project;

(ii) preparation of construction schedules pursuant to which all phases of construction are to be completed on or before the completion date and supervision of the scheduling of construction in conformity with such construction schedules;

(iii) periodic inspection of construction in progress, including but not limited to inspection at completion, for reasonably identifiable defects in construction and to assure compliance with the Plans and Specifications, and supervision of correction of any and all deficiencies noted pursuant to such inspections;

(iv) processing and payment of applications for progress payments made by the General Contractor, including verification of such applications against the progress of construction as indicated by the aforementioned periodic inspections; and

(v) analysis of requests for any and all change orders to or variations from the budget and the plans and specifications and submission of such requests to the Company for approval.

g. Perform, or cause to be performed, in a diligent and efficient manner, preparation of contracts, letter agreements, purchase orders, and similar documents as are necessary to complete timely the construction of the Project in accordance with the Plans and Specifications.

h. Use best efforts to cause the Project to be completed on or before the completion date in a manner consistent with good workmanship, in compliance with the following:

(i) the plans and specifications;

(ii) all obligations of the Company under any documents executed by the Company under any financing documents; and

(iii) all municipal, state, and other governmental laws, ordinances, and regulations governing the construction of the Project and the use thereof for its intended purposes and all other requirements of law applicable to construction of the Project.

i. Maintain, or cause to be maintained, builders risk, contractor's liability, and workers' compensation insurance required by law or by the lenders or the investor with the Company named as an additional insured, the limits of such coverage to be reasonable under the circumstances, but no less than that required by construction lenders or applicable statutes.

j. Keep or cause to be kept separate project accounts and cost records and prepare and furnish upon request financial and progress reports and statements with respect to construction of the Project.

k. Make available to the Company upon request copies of all contracts and subcontracts.

l. Deliver to the Company copies of all inspection reports and applications for payment given any lender providing a loan to the Company.

**3. Development Fee.**

a. For development services to be performed under this Agreement, the Company shall pay the Developer a fee in the approximate amount of Two Million Five Hundred Thousand Dollars (\$2,500,000) (the “**Development Fee**”). The parties to this Agreement specifically acknowledge that the capital contributions may be adjusted in accordance with the provisions of the amended and restated operating agreement admitting the investor member, and that such adjustment may cause a revision of the Development Fee Payment Schedule.

b. Each installment payment of the Development Fee will be split 80% to Wesley and 20% to TLC for the first \$1,250,000 and then 50%/50% beyond that.

c. Any amount of the Development Fee including the Deferred Development Fee and accrued interest, if any, that has not been paid in full on or before the end of the compliance period shall be paid no later than such date.

d. The Developer 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 Project, obtaining an allocation of credits or securing Project financing other than construction financing; it being the understanding between the parties hereto that all such listed activities are the exclusive responsibility of the Company, the Member and/or consultants or others engaged by the Company.

**4. Operating Agreement.** Except as expressly provided herein, this Agreement shall be subject to the applicable terms and conditions of the Operating Agreement.

**5. Burden and Benefit.** The covenants and agreements contained herein shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto. No party may assign this Agreement without the consent of the other party.

**6. Severability of Provisions.** Each provision of this Agreement shall be considered severable, and if for any reason any provision that is not essential to the effectuation of the basic purposes of the Agreement is determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those provisions of this Agreement that are valid.

**7. No Continuing Waiver.** None of the parties hereto shall be deemed to have waived any rights hereunder unless such waiver shall be in writing and signed by such party. 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.

8. **Defined Terms.** Except as expressly provided herein, terms used in this Agreement with initial capital letters shall have the meanings set forth in the Operating Agreement.

9. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia, without regard to principles of conflicts of laws.

10. **Binding Agreement.** This Agreement shall be binding on the parties hereto, and their heirs, executors, personal representatives, successors and assigns.

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

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

13. **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.

[Signatures Begin On The Following Page]

The parties hereto have executed this Development Services Agreement as of the date first above written.

**WESLEY LAMB LLC**

a Virginia limited liability company,

By: WL Managing Member LLC  
a Virginia limited liability company  
its managing member

By: WHDC Wesley Lamb Managing Member, LLC  
a Virginia limited liability company  
its managing member

By: Wesley Housing Development Corporation of Northern Virginia  
a Virginia nonstock corporation  
its managing member

By: _____  
Name: Kamilah McAfee  
Title: President

**WESLEY HOUSING DEVELOPMENT CORPORATION OF NORTHERN VIRGINIA**

By: _____  
Name: Kamilah McAfee  
Title: President

**THE LAMB CENTER**

a Virginia nonstock corporation

By: _____  
Name: Tara Ruszkowski  
Title: Executive Director

# Appendices continued

## Nonprofit Questionnaire

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

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

### 1. General Information

- a. Name of development Wesley Lamb PSH
- b. Name of owner/applicant Wesley Lamb LLC
- c. Name of nonprofit entity The Lamb Center
- d. Address of principal place of business of nonprofit entity  
3160 Campbell Dr, Fairfax, VA 22031

Indicate funding sources and amount used to pay for office space

The Lamb Center owns its own building outright.

- e. Tax exempt status  501(c)(3)  501(c)(4)  501(a)
- f. Date of legal formation of nonprofit (must be prior to application deadline) 12/6/2006  
Evidenced by the following documentation Copies attached:  
Certificate of Good Standing
- g. Date of IRS 501(c)(3) or 501(c)(4) determination letter (must be prior to application deadline and copy must be attached) 12/6/2006: ruling letter attached
- h. Describe exempt purposes (must include the fostering of low-income housing in its articles of incorporation) Including but not limited to, serving the needs of the poor and distressed, and to proclaim the good news of Jesus Christ in word and deed to poor, hurting, and homeless people in our community.
- i. Expected life (in years) of nonprofit 99 years.

## Appendices continued

j. Explain the anticipated future activities of the nonprofit over the next five years:

In addition to providing case management services to the residents of the Wesley Lamb PSH

development, the Lamb Center will continue to provide day center services, including meals, laundry, healthcare,

k. How many full time, paid staff members does the nonprofit and, if applicable, any other nonprofit organization(s) ("related nonprofit(s)") of which the nonprofit is a subsidiary or to which the nonprofit is otherwise related have (i.e. by shared directors, staff, etc.)? 11 Full time

How many part time, paid staff members? 3 part time

Describe the duties of all staff members:

Executive Director, Director of Operations, Director of Case Management, Director of Development, Volunteer

Manager, Case Managers, Workforce Development Manager, City Jobs Lead Supervisor, Operations

Supervisor, Business Manager, Administrative Assistant, Communications and Public Relations Manager-

- pending hire. Summaries attached.

l. Does the nonprofit share staff with any other entity besides a related nonprofit described above?

YES  NO If yes, explain in detail: _____

m. How many volunteers does the nonprofit and, if applicable, any related nonprofit have?

200 regular volunteers

n. What are the sources and manner of funding of the nonprofit? (You must disclose all financial and/ or the arrangements with any individual(s) or for profit entity, including anyone or any entity related, directly, indirectly, to the Owner of the Development.

Individual donors, organizational donors (including faith-based organizations, foundations, businesses, and non-profits/community groups), state & local government grants.

o. List all directors of the nonprofit, their occupations, their length of service on the board, and their residential addresses Shannon Allen, Mark Attwa, Edwina Bates, Chris Graham, Lesley Hatch,

Lisa Hess, Karen Kershenstein, Cathy Liverman, Alan MacDonald, Lori McLean, Shelley Thames.

See attached for contact information, occupations and length of service details.

## Appendices continued

### 2. Nonprofit Formation

- a. Explain in detail the genesis of the formation of the nonprofit: The Lamb Center, a daytime, drop-in center for homeless individuals, was opened in November 1992 as a ministry of Truro Anglican Church. The center opened in a 3,000 square foot room over a pawnshop on Lee Highway in Fairfax, Virginia. The original Lamb Center provided coffee, some meals, showers, fellowship, Bible studies, and laundry services.
- b. Is the nonprofit, or has it ever been, affiliated with or controlled by a for-profit entity or local housing authority?  
 YES  NO If yes, explain in detail: _____  
_____  
_____
- c. Has any for profit organization or local housing authority (including the Owner of the Development, joint venture partner, or any individual or entity directly or indirectly related to such Owner) appointed any directors to the governing board of the nonprofit?  
 YES  NO If yes, explain in detail: _____  
_____  
_____
- d. Does any for-profit organization or local housing authority have the right to make such appointments?  
 YES  NO If yes, explain in detail: _____  
_____  
_____
- e. Does any for profit organization or local housing authority have any other affiliation with the nonprofit or have any other relationship with the nonprofit in which it exercises or has the right to exercise any other type of control?  
 YES  NO If yes, explain in detail: _____  
_____  
_____
- f. Was the nonprofit formed by any individual(s) or for profit entity for the principal purpose of being included in the nonprofit Pool or receiving points for nonprofit participation under the Plan?  
 YES  NO

## Appendices continued

g. Explain in detail the past experience of the nonprofit including, if applicable, the past experience of any other related nonprofit of which the nonprofit is a subsidiary or to which the nonprofit is otherwise related (by shared directors, staff, etc.) None.

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

N/A

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### 3. Nonprofit Involvement

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

YES     NO

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

YES     NO

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

YES     NO

If no to either 3a.i or 3a.ii above, specifically describe the nonprofit's ownership interest  
See Operating Agreement attached.

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b. (i) Will the nonprofit be the managing member or managing general partner?

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

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(ii) Will the nonprofit be the managing member or own more than 50% of the general partnership interest?     YES     NO

## Appendices continued

- c. Will the nonprofit have the option or right of first refusal to purchase the proposed development at the end of the compliance period for a price not to exceed the outstanding debt and exit taxes of the for-profit entity?  YES  NO

If yes, where in the partnership/operating agreement is this provision specifically referenced?  
See First Right of Refusal in Tab V.

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- Recordable agreement attached to the Tax Credit Application as TAB V?

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

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

YES  NO If yes,

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

WHDC is overseeing the financing, design, and construction processes of the project. The Lamb Center has primary responsibility for the acquisition, entitlement, and case management services for the development.

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- (ii) Describe the nature and extent of the nonprofit's involvement in the operation or management of the Development throughout the Extended Use Period (the entire time period of occupancy restrictions of the low-income units in the Development):

TLC will provide resident services and case management to support the residents of the Project. □

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

Please see attached Services Budget.

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## Appendices continued

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

Housing needs study? Third party consultant? Other?

The idea for the proposed development first surfaced at a 2017 Lamb Center Board of Directors strategic planning retreat when housing was identified as a leading strategic priority. After three years of study and discernment, the Board began a two-year property search which resulted in the acquisition of property in January of this year.

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

WL Managing Member LLC managing member of owner. WHDC of Northern Virginia- sole member of Managing Member of MM.

WHDC Wesley Lamb Managing Member, LLC, - managing member MM, 75% membership.

TLC Wesley Lamb Managing Member, LLC - 25% Member; The Lamb Center - 100% non-profit of the 25% member

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

An affiliate of WHDC will own 75% of the general partnership. An affiliate of The Lamb Center will own the other 25%.

WHDC, the lead developer, is responsible for securing, financing, and overseeing the design and construction. Management will be the responsibility of WPMC, a third-party management company and affiliate of WHDC.

- h. Is a for profit entity providing development services (excluding architectural, engineering, legal, and accounting services) to the proposed development?  YES  NO If yes,

(i) Explain the nature and extent of the consultant's involvement in the construction or rehabilitation and operation or management of the proposed development.

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

N/A

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## Appendices continued

- i. Will the nonprofit or the Owner (as identified in the application) pay a joint venture partner or consultant fee for providing development services?  YES  NO If yes, explain the amount and source of the funds for such payments.

Refer to the Development Services Agreement. The developer fee is shared by the two nonprofits.

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

See attached MOU.

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- k. Will the joint venture partner or for-profit consultant be compensated (receive income) in any other manner, such as builder's profit, architectural and engineering fees, or cash flow?

YES  NO If yes, explain:

See attached MOU.

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- l. Will any member of the board of directors, officer, or staff member of the nonprofit participate in the development and/or operation of the proposed development in any for-profit capacity?

YES  NO If yes, explain:

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## Appendices continued

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

None

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- n. Is the nonprofit involving any local, community based nonprofit organizations in the development, role and operation, or provision of services for the development?  YES  NO If yes, explain in detail, including the compensation for the other nonprofits amount and timing of such payments.

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#### 4. Virginia and Community Activity

- a. Has the Virginia State Corporation Commission authorized the nonprofit to do business in Virginia?  
 YES  NO

- b. Define the nonprofit's geographic target area or population to be served:  
The Lamb Center serves people experiencing homelessness in central Fairfax County.

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- c. Does the nonprofit or, if applicable, related nonprofit have experience serving the community where the proposed development is located (including advocacy, organizing, development, management, or facilitation, but not limited to housing initiatives)?  YES  NO

If yes, or no, explain nature, extent and duration of any service:

The Lamb Center operates a day shelter for individuals experiencing homelessness one block from the proposed development. The Lamb Center has been in service for 30 years.

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## Appendices continued

- d. Does the nonprofit's by laws or board resolutions provide a formal process for low income, program beneficiaries to advise the nonprofit on design, location of sites, development and management of affordable housing?  YES  NO If yes, explain

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- e. Has the Virginia Department of Agriculture and Consumer Services (Division of Consumer Affairs) authorized the nonprofit to solicit contributions/donations in the target community?

YES  NO

- f. Does the nonprofit have demonstrated support (preferably financial) from established organizations, institutions, businesses and individuals in the target community?

YES  NO If yes, explain:

The Lamb Center receives financial support from 1500 individual donors in the community, area churches, local businesses, foundations, and community organizations totaling \$2MM annually.

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- g. Has the nonprofit conducted any meetings with neighborhood, civic, or community groups and/or tenant associations to discuss the proposed development and solicit input?  YES  NO

If yes, describe the meeting dates, meeting locations, number of attendees and general discussion points:

Throughout the planning and entitlement process, Wesley Housing conducted numerous meetings with the community. Approximately four general community meetings or association specific meetings, as well as continuous outreach of neighboring businesses were held since July of 2022.

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- h. Are at least 33% of the members of the board of directors representatives of the community being served?  YES  NO If yes,

(i) Low-income residents of the community?  YES  NO

(ii) Elected representatives of low-income neighborhood organizations?  YES  NO

- i. Are no more than 33% of the members of the board of directors representatives of the public sector (i.e. public officials or employees or those appointed to the board by public officials)?

YES  NO

## Appendices continued

- j. Does the board of directors hold regular meetings which are well attended and accessible to the target community?  YES  NO If yes, explain the meeting schedule:

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- k. Has the nonprofit received a Community Housing Development Organization (CHDO) designation, as defined by the U.S. Department of Housing and Urban Development's HOME regulations, from the state or a local participating jurisdiction?  YES  NO

- l. Has the nonprofit been awarded state or local funds for the purpose of supporting overhead and operating expenses?  YES  NO If yes, explain in detail:

Received ARPA Non-profit sustainability grant funds from the County of Fairfax: \$25,000 in July 2020 and \$50,000 in March 2023. Received \$25,000 ARPA grant funds from the City of Fairfax in March 2023.

We receive program funding from the County of Fairfax to support case management as well as County and City funding to support the workforce development program.

- m. Has the nonprofit been formally designated by the local government as the principal community-based nonprofit housing development organization for the selected target area?

YES  NO If yes, explain:

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- n. Has the nonprofit ever applied for Low Income Housing Tax Credits for a development in which it acted as a joint venture partner with a for-profit entity?  YES  NO

If yes, note each such application including: the development name and location, the date of application, the nonprofit's role and ownership status in the development, the name and principals of the joint venture partners, the name and principals of the general contractor, the name and principals of the management entity, the result of the application, and the current status of the development(s).

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## Appendices continued

- o. Has the nonprofit ever applied for Low Income Housing Tax Credits for a development in which it acted as the sole general partner/managing member?  YES  NO

If yes, note each such development including the name and location, the date of the application, the result of the application, and the current status of the development(s).

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- p. To the best of your knowledge, has this development, or a similar development on the same site, ever received tax credits before?  YES  NO If yes, explain:

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- q. Has the nonprofit been an owner or applicant for a development that has received a reservation in a previous application round from the Virginia Housing Partnership or the Virginia Housing Funds?  YES  NO If yes, explain:

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

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

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Appendices continued

5. Attachments

Documentation of any of the above need not be submitted unless requested by Virginia Housing.

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

Date 3/15/2022

Owner/Applicant Wesley Lamb LLC

By Kath Muffey

President of Wesley Housing Development Corporation of Northern Virginia,  
managing member of WHDC Wesley Lamb Managing Member, LLC,  
the managing member of WL Managing Member LLC

Its _____  
Title

Date 3/15/2022

The Lamb Center

Nonprofit

By Cathy Liverman  
Board Chairman

By Ann Rusk  
Executive Director

## ***Lamb Center Board of Directors***

### **Shannon Allen**

8961 Colesbury Place, Fairfax, VA 22031

Occupation: Church lay leader and Bible study leader

Length of service on the Lamb Center Board: 4.5 years (2018 to current)

### **Mark Attwa**

4520 Mixed Willow Place, Chantilly, VA 20151

Occupation: Certified public accountant

Length of service on the Lamb Center Board: 1 year (2022 to current)

### **Edwina Bates**

3200 Pumping Hill Road, Nathalie, VA 24577

Occupation: Social services provider

Length of service on the Lamb Center Board: 3 years (2020 to current)

### **Chris Graham**

11925 Parkside Drive, Fairfax, Virginia 22033

Occupation: Technology consultant

Length of service on the Lamb Center Board: 1 year (2022 to current)

### **Lesley Hatch**

3812 Hemlock Way, Fairfax, VA 22030

Occupation: Retired, affordable housing chief operating officer

Length of service on the Lamb Center Board: 1 month (February 2023 to present)

### **Lisa Hess**

4917 Shadow Valley Drive, Fairfax, VA 22030

Occupation: Retired, military logistics officer

Length of service on the Lamb Center Board: 4 years (2019 to present)

### **Karen Kershenstein**

11842 Clara Way, Fairfax Station, VA 22039

Occupation: Retired, higher education accreditation specialist

Length of service on the Lamb Center Board: 3 years (2020 to present)

### **Cathy Liverman**

434 N. Lincoln Street, Arlington, VA 22201

Occupation: Retired, health policy analyst

Length of service on the Lamb Center Board: 5 years (2018 to present)

**Alan MacDonald**

4613 Braeburn Drive, Fairfax, VA 22033

Occupation: Retired, global ministries educator

Length of service on the Lamb Center Board: 2 years (2021 to current)

**Lori McLean**

12236 Ox Hill Road, Fairfax, VA 22033

Occupation: Public health nurse practitioner

Length of service on the Lamb Center Board: 5 years (2018 to present)

**Shelley Thames**

2122 Natahoa Court, Falls Church VA 22043

Occupation: Nonprofit operations consultant

Length of service on the Lamb Center Board: 1 year (2022 to present)

# Commonwealth of Virginia



## State Corporation Commission

### CERTIFICATE OF GOOD STANDING

I Certify the Following from the Records of the Commission:

That The Lamb Center is duly incorporated under the law of the Commonwealth of Virginia;

That the corporation was incorporated on December 6, 2006;

That the corporation's period of duration is perpetual; and

That the corporation is in existence and in good standing in the Commonwealth of Virginia as of the date set forth below.

Nothing more is hereby certified.



Signed and Sealed at Richmond on this Date:

December 28, 2022

A handwritten signature in cursive script, reading "Bernard J. Logan".

Bernard J. Logan, Clerk of the Commission

# Commonwealth of Virginia



## STATE CORPORATION COMMISSION

*Richmond, December 6, 2006*

*This is to certify that the certificate of incorporation of*

**The Lamb Center**

*was this day issued and admitted to record in this office and that the said corporation is authorized to transact its business subject to all Virginia laws applicable to the corporation and its business. Effective date: December 6, 2006*



*State Corporation Commission*

*Attest:*

*Joel H. Beck*  
Clerk of the Commission

COMMONWEALTH OF VIRGINIA  
STATE CORPORATION COMMISSION

AT RICHMOND, DECEMBER 6, 2006

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

The Lamb Center

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

CERTIFICATE OF INCORPORATION

be issued and admitted to record with the articles of incorporation in the Office of the Clerk of the Commission, effective December 6, 2006.

The corporation is granted the authority conferred on it by law in accordance with the articles, subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

By



Commissioner

CORPACPT  
CIS0436  
06-12-04-0174

# Commonwealth of Virginia



## State Corporation Commission

*I Certify the Following from the Records of the Commission:*

The foregoing is a true copy of all documents constituting the charter of The Lamb Center on file in the Clerk's Office of the Commission.

Nothing more is hereby certified.



*Signed and Sealed at Richmond on this Date:  
December 11, 2006*

*Joel H. Peck*  
_____  
*Joel H. Peck, Clerk of the Commission*

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: JUL - 3 2007.

THE LAMB CENTER  
3220 OLD LEE HWY  
FAIRFAX, VA 22030

Employer Identification Number:  
41-2222581  
DLN:  
17053092012007  
Contact Person:  
JOHN JENNEWEIN ID# 31307  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
June 30  
Public Charity Status:  
170(b)(1)-(A)(vi)  
Form 990 Required:  
Yes  
Effective Date of Exemption:  
December 6, 2006  
Contribution Deductibility:  
Yes  
Advance Ruling Ending Date:  
June 30, 2011

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. During your advance ruling period, you will be treated as a public charity. Your advance ruling period begins with the effective date of your exemption and ends with advance ruling ending date shown in the heading of the letter.

Shortly before the end of your advance ruling period, we will send you Form 8734, Support Schedule for Advance Ruling Period. You will have 90 days after the end of your advance ruling period to return the completed form. We will then notify you, in writing, about your public charity status.

Please see enclosed Information for Exempt Organizations Under Section 501(c)(3) for some helpful information about your responsibilities as an exempt organization.

Letter 1045 (DO/CG)

THE LAMB CENTER

Sincerely,



Robert Choi  
Director, Exempt Organizations  
Rulings and Agreements

~~Enclosures: Information for Organizations Exempt Under Section 501(c)(3)~~  
Statute Extension

**Amended and Restated Memorandum of Understanding (MOU) between  
Wesley Housing Development Corporation (Wesley) and  
The Lamb Center (TLC)**

WHEREAS, The Lamb Center (“TLC”) and Wesley Housing Development Corporation of Northern Virginia (“Wesley” and, collectively with TLC, the “Parties”) entered into a Memorandum of Understanding dated as of April 14, 2022 (the “Prior MOU”) with regard to their work to carry out the redevelopment of property located at 9640 Fairfax Boulevard, Fairfax, VA, with a City of Fairfax Parcel Identification Number of 48-3-09-020 (the “Property”); and

WHEREAS, TLC formed 9640 Fairfax Boulevard, LLC, a Virginia limited liability company, (“9640 Fairfax”) as an affiliate of TLC for the purpose of acquiring the Property and participating in the Project (as defined below); and

WHEREAS, by Deed dated January 17, 2023 and recorded in Fairfax County in BK 27833 page 1545, 9640 Fairfax acquired title to the Property; and

WHEREAS, TLC desires to work exclusively with Wesley to provide for the redevelopment of the Property to include an affordable multifamily rental building of 54 units housing individuals vulnerable to homelessness and providing ongoing supportive services to such individuals (collectively, the “Project”); and

WHEREAS, both Wesley and TLC desire to enter into this Amended and Restated Memorandum of Understanding (“MOU”) to amend and restate the Prior MOU in order to set forth the revised general terms by which they intend to continue to work together to carry out this objective.

NOW THEREFORE, the Parties agree as follows:

1. General. The Parties will form a joint venture to develop the Project using sources including, but not limited to, mortgage loans and the proceeds of the syndication of Low Income Housing Tax Credits (“LIHTC”). The parties will work together cooperatively and consult with one another in good faith to advance the activities contemplated by this MOU.
2. Project Responsibilities. Wesley will be the lead developer and will be responsible for securing the financing and overseeing the design and construction of the Project. TLC will be responsible for managing local political and community relations including being the lead in securing the entitlements for the Project. Wesley and TLC will each take all reasonable actions which are within their authority and necessary to carry out their respective responsibilities, subject to Major Decisions which require mutual consent as described below in Section 3 and Exhibit A attached hereto and made a part hereof.
3. Ownership Entity. Wesley will form the single purpose ownership entity (the “Ownership Entity”) necessary to acquire and operate the Project. In addition, Wesley will form an entity that will serve as the General Partner or Managing Member of the Ownership Entity (hereinafter, the “General Partner”). The interests in the General Partner will be owned

Seventy-five percent (75%) by Wesley, either directly or through an affiliate and Twenty-five percent (25%) by TLC, either directly or through an affiliate. Wesley shall be the Managing Member or Managing Partner of the General Partner. Except for any agreed-upon responsibilities of TLC under this MOU or under the operating agreement of the General Partner (“Operating Agreement”), Wesley will carry out the day-to-day business of the Ownership Entity. All Major Decisions, which are described on Exhibit A, will be made jointly, and require the consent via email by both parties.

4. Ground Lease. Prior to the submission of any application for financing, 9640 Fairfax and the Ownership Entity shall enter into an option to ground lease the Property for an initial 99-year period for the redevelopment of the Property. The Parties agree that, at the initial financial closing/construction closing for the redevelopment of the Property, the Ownership Entity will pay to 9640 Fairfax in cash the full purchase price of \$2,250,000 as well as the costs expended by TLC and/or 9640 Fairfax in connection with the acquisition and holding of the Property, which acquisition costs are all shown on (1) the settlement statement for said acquisition attached hereto as Exhibit C and (2) the two invoices attached hereto as Exhibit D. The Parties agree that the Ground Lease reflecting said upfront payment will be entered into at the time of the initial financial closing/construction closing subject to the conditions set forth in this MOU.
5. Development Fee. The Parties will earn a Development Fee for their efforts regarding the Project, which fee will be calculated according to the criteria allowed by Virginia Housing. A portion of the Development Fee is expected to be paid during the development period from construction closing through stabilization in accordance with the developer fee pay-in schedule negotiated with the LIHTC equity investor (the “Cash Developer Fee”). Another portion of the Development Fee may be paid from operating cash flow after the Project reaches stabilized operations (the “Deferred Developer Fee”). Each installment payment of the Development Fee will be split 80% to Wesley and 20% to TLC for the first \$1,250,000 and then 50%/50% beyond that.
6. Other Fees. Wesley shall receive an annual Asset Management Fee of \$5,000 (or another amount agreed to with the LIHTC investor and TLC) escalating at the Consumer Price Index. Wesley will also have the right to provide affiliated Construction Management services and to charge a reasonable fee not to exceed 1.5% of the final construction budget to be included in the Project budget.
7. Property Manager. Subject to VHDA and LIHTC Investor approval, the property management agent for the Project shall be Wesley Property Management Company (“WPMC”), which shall be employed under industry-standard terms including reasonable management fees based on a percentage of gross collections. TLC shall have the authority to recommend removal of WPMC for cause, subject to reasonable notice and cure provisions to be addressed in the Operating Agreement and Property Management Agreement. However, any replacement management agent shall be approved by Wesley, which approval shall not be unreasonably withheld.

8. Resident Services.

(a) Case Management Services. The Parties have entered into a separate Supportive Services Memorandum of Understanding dated as of _____, 2023. The Parties agree that, until such time as TLC obtains the CORES certification, Wesley will be designated as the lead supportive services provider and TLC will become the lead supportive services provider as soon as it obtains said CORES certification. The Parties agree that, even while Wesley is designated as lead supportive services provider, for the duration of the LIHTC compliance period, TLC staff will provide the following on-site case management supportive services during standard business hours (9AM to 5PM Monday through Friday):

- Healthcare (including dental and vision) system navigation
- Mental health care services and/or system navigation
- Substance use disorder (SUD) recovery and support services and/or system navigation
- Independent living skills
- Budgeting and financial management support
- Access to Workforce Development Program
- Community building activities

TLC agrees to absorb the costs of providing the above-listed services for as long as TLC staff provides said services to the residents of the Project. The minimum period of time during which TLC will provide supportive services as set forth above is anticipated to be 15 years, or as required by the LIHTC investor.

(b) After-hours and Weekend Services.

Providing After-hours and Weekend Services: The Parties agree that it is essential to take responsibility for after-hours and weekends services, which shall include oversight and monitoring of the Property as well as crisis response services for residents of the Project. The Parties further agree to collectively determine which entity is most appropriate to enter into a contract with a qualified service provider and/or hire employee(s), if deemed most appropriate for providing the services.

Funding After-hours and Weekend Services: The Parties agree to work cooperatively to identify and apply for grants and other funding opportunities that may be available upfront and on an ongoing basis for such services, including but not limited to funding made available through the DHCD Housing Trust Fund and the Fairfax County Consolidated Community Funding Pool. The Parties agree to collaboratively identify operating and/or capital source(s) and to finalize an overarching funding plan for the after-hours and weekends services prior to the construction loan closing. The Parties agree that these services will be funded with payment options prioritized in the following order:

First, include the expense for these services as an operating expense in the operating budget of the Ownership Entity, if possible;

Second, at least the first year of expenses for these services will be characterized as a capital expense of the Ownership Entity, which would either be funded from a new source or be paid by reducing the proposed paid developer fee by up to \$100,000 each for Wesley and TLC; and

Third, include the expense for these services as a priority distribution in the cash flow waterfall above the projected deferred developer fee and/or cash flow distributions to Wesley and TLC. This scenario will potentially reduce the anticipated deferred developer fee payment to Wesley and TLC on a 50/50 basis.

The details of this funding and services plan shall be further specified in an after-hours and weekends services agreement that the parties will complete prior to construction closing.

9. Predevelopment Expenses. The first \$1,000,000 of predevelopment expenses will be shared 50%/50%. Predevelopment costs beyond \$1,000,000 will be fully funded by Wesley. All approved predevelopment expenditures will be repaid with interest from proceeds of construction financing for the Project. The initial predevelopment budget is attached at Exhibit B. The parties will reconcile expenditures up to March 31, 2023 and will jointly review and approve predevelopment expenditures on a quarterly basis.
10. Guaranties. Wesley will provide all required guarantees for the development of the Project.
11. Development Team. Wesley will be responsible for assembling the full development team. The selection of the project architect, general contractor, and lender will be subject to TLC's consent. For each of these roles, Wesley will present at least two qualified candidates, along with its recommendation.
12. Tax Credit Application Timing. At the time of execution of this MOU it is anticipated that the Project will be on track for a 9% tax credit application in March 2023. In the event the Project is not successful in receiving an award of 9% LIHTC in the March 2023 round, the parties agree to discuss either deferring the Project until the March 2024 round of 9% LIHTC applications or moving forward with the Project using 4% LIHTC funding. If there is a deferral, Wesley will fund 50% of any additional holding costs (e.g., insurance, taxes, demolition of existing building on the property, and acquisition loan costs) related to the additional year of delay.
13. Consultants and Contractors. Wesley, on its own and in conjunction with TLC, as applicable, will select those vendors and consultants whose proposal, bid or offer are most advantageous to the Project, taking into consideration price, quality and other factors. All consultants engaged in connection with the Project (each a "Consultant") are expected to be paid by the Ownership Entity out of the financing sources for the Project.

14. Purchase Option and Right of First Refusal. TLC shall be given the first Purchase Option and Right of Refusal under Section 42(i)(7) of the Internal Revenue Code to purchase the Project from the Ownership Entity following the end of the LIHTC compliance period. Wesley shall be given a secondary Purchase Option and Right of First Refusal to purchase the Project in the event that TLC does not exercise its rights to acquire the Project. If TLC exercises its first right, it is Wesley's expectation and preference to continue to be included in the operation of the project thereafter at the same terms. However, if TLC opts to exit Wesley from the partnership, Wesley shall realize its 75% share of any equity as evidenced by appraisal.
15. Further Modification The Parties recognize that this MOU includes a summary of the business terms and does not contemplate all the details of the transactions between the Parties with regard to the Project. The Parties further recognize that numerous variables may cause the eventual financing structure to differ materially from current projections, and affirm that in order to achieve the goals of this MOU, it may be necessary to modify certain of the terms of this MOU (including, but not limited to, the maximum percentage of cash flow which may be paid to Wesley and/or TLC as an Incentive Management Fee).
16. Dispute Resolution. If good faith negotiations between the Parties have failed to resolve an issue, any disagreements between the Parties will be referred to an independent expert acceptable to both Parties. If the Parties are unable to reach a satisfactory resolution through a mediation process, the dispute would be referred to The McCammon Group, having an address of The Reynolds Building, 6641 W. Broad Street, Suite 400, Richmond, Virginia 23230 (or other acceptable arbitration service), with litigation being a last resort.
17. Binding Agreement. The Parties agree that this MOU shall be binding and enforceable against them as well as their successors and assigns and any affiliate the Parties may create in connection with the Project.

[Remainder of Page Left Blank. Signatures Appear on Next Page]

ACCEPTED AND AGREED this 15 day of March, 2023

Wesley Housing Development Corporation

The Lamb Center

  
Kamilah P. McAfee, President

  
Tara Ruszkowski, Executive Director

**EXHIBIT A**  
**MAJOR DECISIONS**

1. The preparation of and any material modifications to the redevelopment plan that will include but not be limited to unanimous agreement on the development budget, the annual operating budget, the unit and affordability mix, architectural design, clients served, resident services to be included and project branding.
2. Execute any contract or other agreement with a general contractor or architect in connection with the Project or execute any contract or other agreement in excess of \$250,000.
3. Execute or file any documents or applications to obtain the approvals necessary to develop the Project.
4. Acquire any real property.
5. Market the Project for sale, enter into any agreement for the marketing or sale of all or any portion of the Project or sell all or any portion of the Project.
6. Admit a new Member to this joint venture or the Ownership Entity.
7. Make any material modifications to, or act in contravention of, the development budget. A material modification shall mean any change that increases any line item in the development budget by more than 10%.
8. Setting the initial operating budget, including agreement of the division of the payment for the costs of management, maintenance, and supportive services.

**EXHIBIT B**  
**PREDEVELOPMENT BUDGET**

**Lamb Center - Predevelopment Budget DRAFT**

	LIHTC App (3/2023)				Closing (4/2024)						
	Q1-2022	Q2-2022	Q3-2022	Q4-2022	Q1-2023	Q2-2023	Q3-2023	Q4-2023	Q1-2024	Q2-2024	TOTALS
<b>Acquisition Costs</b>											
<b>Subtotal</b>	\$2,412,425										\$0
<b>Construction Costs</b>											
<b>Subtotal</b>	\$9,925,938										\$0
<b>Architecture and Engineering</b>											
<i>Design</i>											
Architecture	\$517,875	\$20,000	\$20,000	\$25,000	\$25,000	\$0	\$100,000	\$100,000	\$100,000	\$117,875	\$517,875
Civil Engineering	\$150,000	\$7,500	\$7,500	\$7,500	\$7,500	\$0	\$25,000	\$25,000	\$25,000	\$42,000	\$150,000
Landscape Design	\$50,000	\$2,500	\$2,500	\$2,500	\$2,500	\$0	\$15,000	\$15,000	\$10,000	\$0	\$50,000
<i>Construction Administration</i>											
Architect's CA	\$172,625										\$0
Civil Engineering CA	\$50,000										\$0
<b>Subtotal</b>	\$940,500	\$30,000	\$30,000	\$35,000	\$35,000	\$0	\$140,000	\$140,000	\$135,000	\$159,875	\$717,875
<b>Owner's Construction Costs</b>											
<i>Entitlement Fees</i>											
Land Use Application Fees	\$10,000	\$10,000									\$10,000
<i>Impact Fees</i>											
Water & Sewer Tap Fees	\$560,000									\$560,000	\$560,000
<i>Building Permit Fee</i>											
Building Permit Fee	\$75,000						\$20,000			\$55,000	\$75,000
<i>Performance Bonds</i>											
Other Performance Bonds	\$25,000									\$25,000	\$25,000
<i>Relocation</i>											
<i>Utility Related Fees</i>											
Utility Consultant	\$25,000	\$2,500							\$5,000	\$7,500	\$25,000
Utility Connection Fees	\$50,000								\$50,000		\$50,000
<i>FF&amp;E</i>											
Common Area Decorations and Furnishir	\$125,000										\$0
<i>Builder's Risk Insurance</i>											
Builder's Risk Insurance	\$45,000								\$45,000		\$45,000
Other Owner's Costs											
<b>Subtotal</b>	\$915,000	\$12,500	\$0	\$0	\$0	\$0	\$5,000	\$25,000	\$55,000	\$692,500	\$790,000
<b>Professional Services</b>											
<i>Appraisal and Market Study</i>											
Appraisal	\$10,000	\$7,500								\$2,500	\$10,000
Market Study	\$10,000			\$7,500						\$2,500	\$10,000
<i>Environmental</i>											
Environmental Assessments	\$10,000	\$2,500		\$2,500						\$7,500	\$10,000
Geotech Study	\$25,000	\$4,500									\$25,000
<i>Construction Oversight</i>											
Owner's Plan and Cost Review	\$0										\$0
Construction Oversight	\$198,519										\$0
<i>Green Consulting</i>											
Green Rating Agency Fee	\$20,000			\$2,500					\$7,500	\$7,500	\$25,000
Other Green Consultant Fees											
Other Professional Services Fees											
ALTA Survey (if not in Engineering)	\$20,000	\$5,500							\$14,500		\$20,000

	Total Uses	Q1-2022	Q2-2022	Q3-2022	Q4-2022	Q1-2023	Q2-2023	Q3-2023	Q4-2023	Q1-2024	Q2-2024	TOTALS
Traffic Study	\$30,000		\$10,000	\$15,000	\$5,000							\$30,000
<b>Subtotal</b>	<b>\$323,519</b>	<b>\$13,500</b>	<b>\$24,500</b>	<b>\$15,000</b>	<b>\$17,500</b>	<b>\$2,500</b>	<b>\$0</b>	<b>\$12,500</b>	<b>\$15,000</b>	<b>\$22,000</b>	<b>\$7,500</b>	<b>\$130,000</b>
<b>Financing Costs</b>												
<i>Construction Loan Fees and Expenses</i>												
Subtotal from FinDetail	\$112,000											\$0
<i>Construction Period Interest</i>												
Subtotal from FinDetail	\$253,587											\$0
<i>Permanent Loan Fees and Expenses</i>												
Subtotal from FinDetail	\$14,000							\$14,000				\$14,000
<i>Mortgage Title and Recording</i>												
Subtotal from FinDetail	\$9,240											\$0
<i>Predevelopment Loan Costs</i>												
Pre-Development Loan Interest	\$90,000											\$0
<i>Tax Credit Fees</i>												
LIHTC Application Fee	\$1,000					\$1,000						\$1,000
LIHTC Allocation Fee	\$79,000											\$0
Other												
<i>Investor Fees and Expenses</i>												
Investor Counsel	\$50,000											\$0
Owner's Legal Fees												
Legal	\$175,000		\$10,000	\$10,000	\$10,000	\$10,000		\$10,000	\$25,000	\$25,000	\$75,000	\$175,000
<i>Other Financing Expenses</i>												
Financing Contingency	\$50,000											\$0
<b>Subtotal</b>	<b>\$833,827</b>	<b>\$0</b>	<b>\$10,000</b>	<b>\$10,000</b>	<b>\$10,000</b>	<b>\$11,000</b>	<b>\$0</b>	<b>\$10,000</b>	<b>\$39,000</b>	<b>\$25,000</b>	<b>\$75,000</b>	<b>\$190,000</b>
<b>Partnership Costs</b>												
<i>Accounting &amp; Audit</i>												
Projections and Cost Certification	\$25,000								\$2,500	\$2,500		\$5,000
<i>Marketing</i>												
Marketing	\$50,000											\$0
<i>Other Partnership Costs</i>												
Organizational Costs	\$5,000					\$5,000						\$5,000
<b>Subtotal</b>	<b>\$80,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$5,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$2,500</b>	<b>\$2,500</b>	<b>\$0</b>	<b>\$10,000</b>
<b>Operating and Carrying Costs</b>												
<i>Taxes and Insurance</i>												
Real Estate Taxes	\$25,000											\$0
Property and Liability Insurance	\$50,000											\$0
<b>Subtotal</b>	<b>\$75,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Reserves and Escrows</b>												
<i>Operating and Debt Service Reserves</i>												
Debt Service Reserve (months)	\$117,450											\$0
Operating Reserve (months)	\$392,000											\$0
<i>Other Reserves</i>												
Initial Dep to Rep Reserve (months)	\$8,400											\$0
Lease-Up Reserve	\$35,000											\$0
Section 8 Transition Reserve												
<b>Subtotal</b>	<b>\$552,850</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Total Development Cost Subtotal</b>	<b>\$16,059,058</b>	<b>\$26,500</b>	<b>\$77,000</b>	<b>\$55,000</b>	<b>\$62,500</b>	<b>\$53,500</b>	<b>\$0</b>	<b>\$167,500</b>	<b>\$221,500</b>	<b>\$239,500</b>	<b>\$934,875</b>	<b>\$1,837,875</b>
<b>Developer's Fee</b>	<b>\$1,712,325</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

Total Uses	Q1-2022	Q2-2022	Q3-2022	Q4-2022	Q1-2023	Q2-2023	Q3-2023	Q4-2023	Q1-2024	Q2-2024	TOTALS	
Total Development Cost	\$17,771,383	\$26,500	\$77,000	\$55,000	\$62,500	\$63,500	\$0	\$167,500	\$221,500	\$239,500	\$934,875	\$1,837,875

**EXHIBIT C**  
**SETTLEMENT STATEMENT**



**WALKER TITLE, LLC**  
**11781 LEE JACKSON MEMORIAL HIGHWAY,**  
**SUITE 300, FAIRFAX, VIRGINIA 22033**  
**TELEPHONE: 703-591-2325 FAX: 703-591-2328**

**A. Settlement Statement**  
 U.S. Department of Housing and Urban Development  
 OMB No. 2502-0265

**B. TYPE OF LOAN**

1.  FHA    2.  FmHA    3.  Conv. Unins.  
 4.  VA    5.  Conv. Ins.

6. FILE NUMBER: A2200039NW    7. LOAN NUMBER: 004466  
 8. MORTGAGE INSURANCE CASE NUMBER

**C. Note:** This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for information purposes and are not included in the totals. **WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U. S. Code Section 1001 and Section 1010.**

TitleExpress Settlement System  
 Printed 01/12/2023 at 16:49 NW

**D. NAME OF BORROWER:** 9640 Fairfax Boulevard, LLC, a Virginia llc  
**ADDRESS:** 3160 Campbell Drive, Fairfax, VA 22031

**E. NAME OF SELLER:** JAY KIRTI INC. by and through Realty Exchange Corporation  
**ADDRESS:** 9640 FAIRFAX BLVD, Fairfax, VA 22031

**F. NAME OF LENDER:** ENTERPRISE COMMUNITY LOAN FUND, INC.  
**ADDRESS:** 70 Corporate Center, 11000 Broken Land Parkway, Suite 700, Columbia, MD 21044

**G. PROPERTY ADDRESS:** 9640 FAIRFAX BLVD, Fairfax, VA 22031  
 EAST FAIRFAX PARK LT 20-17839 SF 5925-1936, City of Fairfax, Virginia

**H. SETTLEMENT AGENT:** Walker Title, LLC  
**PLACE OF SETTLEMENT:** 11781 Lee Jackson Mem Hwy, #300, Fairfax, VA 22033

**I. SETTLEMENT DATE:** 01/17/2023

J. SUMMARY OF BORROWER'S TRANSACTION:		K. SUMMARY OF SELLER'S TRANSACTION:	
<b>100. GROSS AMOUNT DUE FROM BORROWER</b>		<b>400. GROSS AMOUNT DUE TO SELLER</b>	
101. Contract sales price	2,250,000.00	401. Contract sales price	2,250,000.00
102. Personal Property		402. Personal Property	
103. Settlement charges to borrower (line 1400)	400,442.17	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/town taxes		406. City/town taxes	
107. County taxes		407. County taxes	
108. Assessments		408. Assessments	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
<b>120. GROSS AMOUNT DUE FROM BORROWER</b>	<b>2,650,442.17</b>	<b>420. GROSS AMOUNT DUE TO SELLER</b>	<b>2,250,000.00</b>
<b>200. AMOUNTS PAID BY OR ON BEHALF OF BORROWER</b>		<b>500. REDUCTIONS IN AMOUNT DUE TO SELLER</b>	
201. Deposit or earnest money	200,000.00	501. Excess Deposit (see instructions)	
202. Principal amount of new loans	2,320,000.00	502. Settlement charges to seller (line 1400)	142,700.00
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of First Mortgage Loan	
205.		505.	
206.		506.	
207.		507.	
208.		508.	
209. Stormwater Fees	40.73	509. Stormwater Fees	40.73
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/town taxes 01/01/23 to 01/17/23	404.39	510. City/town taxes 01/01/23 to 01/17/23	404.39
211. County taxes		511. County taxes	
212. Assessments		512. Assessments	
213.		513.	
214.		514.	
215.		515.	
216.		516. Exchange Escrow Funds	2,106,854.88
217.		517.	
218.		518.	
219.		519.	
<b>220. TOTAL PAID BY/FOR BORROWER</b>	<b>2,520,445.12</b>	<b>520. TOTAL REDUCTION AMOUNT DUE SELLER</b>	<b>2,250,000.00</b>
<b>300. CASH AT SETTLEMENT FROM OR TO BORROWER</b>		<b>600. CASH AT SETTLEMENT TO OR FROM SELLER</b>	
301. Gross amount due from borrower (line 120)	2,650,442.17	601. Gross amount due to seller (line 420)	2,250,000.00
302. Less amounts paid by/for borrower (line 220)	2,520,445.12	602. Less reduction amount due seller (line 520)	2,250,000.00
<b>303. CASH FROM BORROWER</b>	<b>129,997.05</b>	<b>603. CASH TO SELLER</b>	<b>0.00</b>

**SUBSTITUTE FORM 1099 SELLER STATEMENT:** The information contained herein is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported. The Contract Sales Price described on line 401 above constitutes the Gross Proceeds of this transaction.

You are required by law to provide the settlement agent (Fed. Tax ID No: 14-1949453) with your correct taxpayer identification number. If you do not provide your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law. Under penalties of perjury, I certify that the number shown on this statement is my correct taxpayer identification number.

TIN: _____ / _____ SELLER(S) SIGNATURE(S): _____ / _____

SELLER(S) NEW MAILING ADDRESS: _____

SELLER(S) PHONE NUMBERS: _____ (H) _____ (W)

L. SETTLEMENT CHARGES		PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700. TOTAL SALES/BROKER'S COMMISSION based on price \$2,250,000.00 @ 6.000 = 135,000.00			
Division of commission (line 700) as follows:			
701. \$ 67,500.00	to Berkshire Hathaway PenFed Realty		
702. \$ 67,500.00	to Frantz Real Estate		
703. Commission paid at Settlement			135,000.00
<b>800. ITEMS PAYABLE IN CONNECTION WITH LOAN</b>			
801. Loan Origination Fee 0.000 %	ENTERPRISE COMMUNITY LOAN FUND, INC. (P.O.C.) 30,000.00 Buyer		
802. Loan Discount	%		
803. Appraisal Fee	to Novogradac & Company LLP	2,500.00	
804. Credit Report			
805. Lender's Inspection Fee			
806. ECLF Legal Fee	to ENTERPRISE COMMUNITY LOAN FUND, INC.	20,548.80	
807. Interest Reserve	to ENTERPRISE COMMUNITY LOAN FUND, INC.	255,684.00	
808. Demo Holdback	to ENTERPRISE COMMUNITY LOAN FUND, INC.	80,000.00	
809. Phase I	to ENTERPRISE COMMUNITY LOAN FUND, INC. (P.O.C.) 2,800.00 Buyer		
810.			
811.			
<b>900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE</b>			
901. Interest From	to @ \$ /day		
902. Mortgage Insurance Premium for	to		
903. Hazard Insurance Premium for	to		
904.			
905.			
<b>1000. RESERVES DEPOSITED WITH LENDER FOR</b>			
1001. Hazard Insurance	mo. @ \$ /mo		
1002. Mortgage Insurance	mo. @ \$ /mo		
1003. City Property Tax	mo. @ \$ 768.77 /mo		
1004. County Property Tax	mo. @ \$ 768.77 /mo		
1005. Annual Assessments	mo. @ \$ 76.80 /mo		
1009. Aggregate Analysis Adjustment		0.00	0.00
<b>1100. TITLE CHARGES</b>			
1101. Settlement or closing fee	to Walker Title, LLC	800.00	
1102. Abstract or title search	to Walker Title, LLC	250.00	
1103. Title examination			
1104. Title insurance binder			
1105. Document Preparation			
1106. Notary Fees			
1107. Attorney's fees	to Klein Hornig LLP	17,937.00	
(includes above items No: )			
1108. Title Insurance	to First American Title Insurance Company	7,292.00	
(includes above items No: )			
1109. Lender's Policy	2,320,000.00 - 3,980.00		
1110. Owner's Policy	2,670,550.00 - 3,312.00		
1111. CPL	to First American Title Insurance Company	35.00	
1112.			
1113.			
<b>1200. GOVERNMENT RECORDING AND TRANSFER CHARGES</b>			
1201. Recording Fees Deed \$ 52.00 ; Mortgage \$ 65.00 ; Release \$		117.00	
1202. County Tax	Deed \$ 1,875.02 ; Mortgage \$ 1,933.35	3,808.37	
1203. State Tax	Deed \$ 5,625.00 ; Mortgage \$ 5,800.00	11,425.00	
1204. Grantor Tax	Deed \$ 2,250.00 ; Mortgage \$		2,250.00
1205. WMATA/Capital Regional	to Clerk of the Circuit Court		4,500.00
<b>1300. ADDITIONAL SETTLEMENT CHARGES</b>			
1301. Exchange Fee	to Realty Exchange Corporation		950.00
1302. UCC	to Clerk of the Circuit Court	25.00	
1303. UCC	to State Corporation Commission	20.00	
1400. TOTAL SETTLEMENT CHARGES	(enter on lines 103, Section J and 502, Section K)	400,442.17	142,700.00

**HUD CERTIFICATION OF BUYER AND SELLER**

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

*Cathryn Trull Luerm*  
 3640 Fairfax Boulevard, LLC, a Virginia LLC

JAY KIRTI INC. by and through Realty Exchange Corporation

By: Bharat I. Patel, President

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

WARNING: IT IS A CRIME TO KNOWINGLY MAKE FALSE STATEMENTS TO THE UNITED STATES ON THIS OR ANY SIMILAR FORM. PENALTIES UPON CONVICTION CAN INCLUDE A FINE AND IMPRISONMENT. FOR DETAILS SEE TITLE 18: U.S. CODE SECTION 1001 AND SECTION 1010.

*Nicholas A. Walker*

SETTLEMENT AGENT DATE 1/17/2023



**WALKER TITLE, LLC**  
**11781 LEE JACKSON MEMORIAL HIGHWAY,**  
**SUITE 300, FAIRFAX, VIRGINIA 22033**  
**TELEPHONE: 703-591-2325 FAX: 703-591-2328**

**A. Settlement Statement**  
 U.S. Department of Housing and Urban Development  
 OMB No. 2502-0265

**B. TYPE OF LOAN**  
 1.  FHA 2.  FmHA 3.  Conv. Unins.  
 4.  VA 5.  Conv. Ins.  
 6. FILE NUMBER: **A2200039NW** 7. LOAN NUMBER: **004466**  
 8. MORTGAGE INSURANCE CASE NUMBER

**C. Note:** This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.," were paid outside the closing; they are shown here for information purposes and are not included in the totals. **WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U. S. Code Section 1001 and Section 1010.** TitleExpress Settlement System Printed 01/13/2023 at 18:02 NW

**D. NAME OF BORROWER:** 9640 Fairfax Boulevard, LLC, a Virginia llc  
**ADDRESS:** 3160 Campbell Drive, Fairfax, VA 22031  
**E. NAME OF SELLER:** JAY KIRTI INC. by and through Realty Exchange Corporation  
**ADDRESS:** 9640 FAIRFAX BLVD, Fairfax, VA 22031  
**F. NAME OF LENDER:** ENTERPRISE COMMUNITY LOAN FUND, INC.  
**ADDRESS:** 70 Corporate Center, 11000 Broken Land Parkway, Suite 700, Columbia, MD 21044  
**G. PROPERTY ADDRESS:** 9640 FAIRFAX BLVD, Fairfax, VA 22031  
 EAST FAIRFAX PARK LT 20-17839 SF 5925-1936, City of Fairfax, Virginia  
**H. SETTLEMENT AGENT:** Walker Title, LLC  
**PLACE OF SETTLEMENT:** 11781 Lee Jackson Mem Hwy, #300, Fairfax, VA 22033  
**I. SETTLEMENT DATE:** 01/17/2023

J. SUMMARY OF BORROWER'S TRANSACTION:		K. SUMMARY OF SELLER'S TRANSACTION:	
<b>100. GROSS AMOUNT DUE FROM BORROWER</b>		<b>400. GROSS AMOUNT DUE TO SELLER</b>	
101. Contract sales price	2,250,000.00	401. Contract sales price	2,250,000.00
102. Personal Property		402. Personal Property	
103. Settlement charges to borrower (line 1400)	400,442.17	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/town taxes		406. City/town taxes	
107. County taxes		407. County taxes	
108. Assessments		408. Assessments	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
<b>120. GROSS AMOUNT DUE FROM BORROWER</b>	<b>2,650,442.17</b>	<b>420. GROSS AMOUNT DUE TO SELLER</b>	<b>2,250,000.00</b>
<b>200. AMOUNTS PAID BY OR ON BEHALF OF BORROWER</b>		<b>500. REDUCTIONS IN AMOUNT DUE TO SELLER</b>	
201. Deposit or earnest money	200,000.00	501. Excess Deposit (see instructions)	
202. Principal amount of new loans	2,320,000.00	502. Settlement charges to seller (line 1400)	148,550.00
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of First Mortgage Loan	
205.		505.	
206.		506.	
207.		507.	
208.		508.	
209. Stormwater Fees	40.73	509. Stormwater Fees	40.73
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/town taxes 01/01/23 to 01/17/23	404.39	510. City/town taxes 01/01/23 to 01/17/23	404.39
211. County taxes		511. County taxes	
212. Assessments		512. Assessments	
213.		513.	
214.		514.	
215.		515.	
216.		516. Exchange Escrow Funds	2,101,004.88
217.		517.	
218.		518.	
219.		519.	
<b>220. TOTAL PAID BY/FOR BORROWER</b>	<b>2,520,445.12</b>	<b>520. TOTAL REDUCTION AMOUNT DUE SELLER</b>	<b>2,250,000.00</b>
<b>300. CASH AT SETTLEMENT FROM OR TO BORROWER</b>		<b>600. CASH AT SETTLEMENT TO OR FROM SELLER</b>	
301. Gross amount due from borrower (line 120)	2,650,442.17	601. Gross amount due to seller (line 420)	2,250,000.00
302. Less amounts paid by/for borrower (line 220)	2,520,445.12	602. Less reduction amount due seller (line 520)	2,250,000.00
<b>303. CASH FROM BORROWER</b>	<b>129,997.05</b>	<b>603. CASH TO SELLER</b>	<b>0.00</b>

**SUBSTITUTE FORM 1099 SELLER STATEMENT:** The information contained herein is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported. The Contract Sales Price described on line 401 above constitutes the Gross Proceeds of this transaction.

You are required by law to provide the settlement agent (Fed. Tax ID No: 14-1949463) with your correct taxpayer identification number. If you do not provide your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law. Under penalties of perjury, I certify that the number shown on this statement is my correct taxpayer identification number.

TIN: 54-2042917 SELLER(S) SIGNATURE(S): [Signature]  
 SELLER(S) NEW MAILING ADDRESS: 24160 STATESBORO PL, Ashburn, VA 20148  
 SELLER(S) PHONE NUMBERS: 703-785-0642 (H) _____ (W) _____

SETTLEMENT STATEMENT

TitleExpress Settlement System Printed 01/13/2023 at 18:02 NW

L. SETTLEMENT CHARGES			PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700.	TOTAL SALES/BROKER'S COMMISSION based on price \$2,250,000.00 @ 6.000 = 135,000.00			
Division of commission (line 700) as follows:				
701.	\$ 67,500.00 to Berkshire Hathaway PenFed Realty			
702.	\$ 67,500.00 to Frantz Real Estate			
703.	Commission paid at Settlement			135,000.00
<b>800. ITEMS PAYABLE IN CONNECTION WITH LOAN</b>				
801.	Loan Origination Fee 0.000 % ENTERPRISE COMMUNITY LOAN FUND, INC. (P.O.C.) 30,000.00 Buyer			
802.	Loan Discount %			
803.	Appraisal Fee to Novogradac & Company LLP		2,500.00	
804.	Credit Report			
805.	Lender's Inspection Fee			
806.	ECLF Legal Fee to ENTERPRISE COMMUNITY LOAN FUND, INC.		20,548.80	
807.	Interest Reserve to ENTERPRISE COMMUNITY LOAN FUND, INC.		255,684.00	
808.	Demo Holdback to ENTERPRISE COMMUNITY LOAN FUND, INC.		80,000.00	
809.	Phase I to ENTERPRISE COMMUNITY LOAN FUND, INC. (P.O.C.) 2,800.00 Buyer			
810.				
811.				
<b>900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE</b>				
901.	Interest From to @ \$ /day			
902.	Mortgage Insurance Premium for to			
903.	Hazard Insurance Premium for to			
904.				
905.				
<b>1000. RESERVES DEPOSITED WITH LENDER FOR</b>				
1001.	Hazard Insurance mo. @ \$ /mo			
1002.	Mortgage Insurance mo. @ \$ /mo			
1003.	City Property Tax mo. @ \$ 768.77 /mo			
1004.	County Property Tax mo. @ \$ 768.77 /mo			
1005.	Annual Assessments mo. @ \$ 76.80 /mo			
1009.	Aggregate Analysis Adjustment		0.00	0.00
<b>1100. TITLE CHARGES</b>				
1101.	Settlement or closing fee to Walker Title, LLC		800.00	
1102.	Abstract or title search to Walker Title, LLC		250.00	
1103.	Title examination			
1104.	Title insurance binder			
1105.	Document Preparation			
1106.	Sellers Attorney's Fees to Albanese & Associates, P.C.			5,850.00
1107.	Attorney's fees to Klein Hornig LLP		17,937.00	
	(includes above items No: )			
1108.	Title Insurance to First American Title Insurance Company		7,292.00	
	(includes above items No: )			
1109.	Lender's Policy 2,320,000.00 - 3,980.00			
1110.	Owner's Policy 2,670,550.00 - 3,312.00			
1111.	CPL to First American Title Insurance Company		35.00	
1112.				
1113.				
<b>1200. GOVERNMENT RECORDING AND TRANSFER CHARGES</b>				
1201.	Recording Fees Deed \$ 52.00 ; Mortgage \$ 65.00 ; Release \$		117.00	
1202.	County Tax Deed \$ 1,875.02 ; Mortgage \$ 1,933.35		3,808.37	
1203.	State Tax Deed \$ 5,625.00 ; Mortgage \$ 5,800.00		11,425.00	
1204.	Grantor Tax Deed \$ 2,250.00 ; Mortgage \$			2,250.00
1205.	WMATA/Captial Regional to Clerk of the Circuit Court			4,500.00
<b>1300. ADDITIONAL SETTLEMENT CHARGES</b>				
1301.	Exchange Fee to Realty Exchange Corporation			950.00
1302.	UCC to Clerk of the Circuit Court		25.00	
1303.	UCC to State Corporation Commission		20.00	
1400.	TOTAL SETTLEMENT CHARGES (enter on lines 103, Section J and 502, Section K)		400,442.17	148,550.00

HUD CERTIFICATION OF BUYER AND SELLER

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

9640 Fairfax Boulevard, LLC, a Virginia llc

JAY KIRTI INC. by and through Realty Exchange Corporation

[Handwritten signature]

By: Bharat I. Patel, President

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

WARNING: IT IS A CRIME TO KNOWINGLY MAKE FALSE STATEMENTS TO THE UNITED STATES ON THIS OR ANY SIMILAR FORM. PENALTIES UPON CONVICTION CAN INCLUDE A FINE AND IMPRISONMENT. FOR DETAILS SEE TITLE 18: U.S. CODE SECTION 1001 AND SECTION 1010.

[Handwritten signature] 01/23/2023

SETTLEMENT AGENT

DATE

**EXHIBIT D**  
**INVOICES FROM PREMIER FLOORS INC.**  
**AND LONG FENCE COMPANY INC.**



LONG FENCE COMPANY, INC.  
 1910 BETSON COURT  
 ODENTON, MD 21113  
 FED ID#: 53-0257174  
 Telephone #: 800-910-5664

# INVOICE

Phone #: 703-655-3302

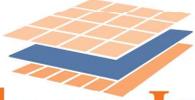
Bill To:  
 THE LAMB CENTER  
 3160 CAMPBELL DR  
 FAIRFAX VA 22031

Ship To:  
 LAMB WESLEY PSH  
 9640 FAIRFAX BLVD  
 FAIRFAX VA

INVOICE NUMBER	ORDER NUMBER	CUSTOMER	PO NUMBER	TERMS	SALESPERSON
INVOICE DATE	ORDER DATE	NUMBER	ORDER COMMENT		
738123	730932	262432		NET ON RECEIPT	670
02/08/23	02/08/23				
UNITS	U/M	ITEM DESCRIPTION	DISC	UNIT PRICE	AMOUNT
JOB# 23VP000012		LAMB CENTER-LAMB WESLEY PSH			
		JCBILLTX		.00	1,728.00
		18 PANELS LEASED 0-24 MONTHS			
		1/18/23-1/18/25			
		Subtotal			1,728.00
		SALES TAX			103.68
		TAX #:			.00
		Total Due			1,831.68

PLEASE REMIT ALL PAYMENTS TO THE ABOVE ADDRESS  
 Inquiries email: [accounts_receivable@longfence.com](mailto:accounts_receivable@longfence.com)

# Premier



## Floors Inc.

45714 Oakbrook Court, #140  
Sterling VA 20166  
703-421-4339

# Invoice

<b>Date</b>	<b>Invoice #</b>
2/25/2023	14340
<b>Sales Rep.</b>	FRED

<b>Client Information</b>
The Lamb Center Tara Ruskowski 3160 Campbell Dr Fairfax, VA 22031

<b>Installation Location</b>
Job Location: 9640 Fairfax boulevard Fairfax VA 22031

Quantity	Description	U/M	Unit Price	Total
	** Labor and Materials Provided for:  9640 Fairfax BlvdFairfax, VA 22031			
1	Labor Provided Carpenters Gas Trip		1,928.00	1,928.00
1	Materials Provided:  Tax Exception for Charity		1,057.83	1,057.83
1	Discount applied by Fred		-500.00	-500.00
	~~~~~ CHANGE ORDER ~~~~~ February 25, 2023  > Added 1 Service Item. (-\$500.00)  ~~~~~			

CONDITIONS OF WALL TO WALL SALES AND OTHER FLOORING AND OTHER TYPES OF INSTALLATIONS: A) All Installations guaranteed for a period of ONE year against defects in workmanship. B) Labor does not include cutting off any doors that do not clear the carpet. C) We are not responsible for any existing property damage or defects. D) Seller is not responsible for any variations in dye lots. E) Title to merchandise shall remain in seller's name until full payment is made. F) Balance due and payable at time of installation. G) In event this contract is placed with an attorney for collection buyer agrees to pay all attorney's fees plus court costs. H) We do not guarantee time of installation. I) We are not responsible for vacuuming after the completion of the job. J) This order is not subject to cancellation. K) In the event that the customer decides to make a return, there is a 35% restocking fee on goods that are in the same condition as when purchased.

Subtotal	\$2,485.83
Sales Tax (6.0%)	\$0.00
Total	\$2,485.83
Deposit	\$0.00
Balance Due	\$2,485.83

Customer Signature: _____

Executive Director (1): **overall management, leadership, and operation of the organization**; protection of its financial assets; compliance with Board directives; public relations; employee relations

Director of Operations (1): **directs all aspects of daily operations**; guest engagement and activities; facilities maintenance and management; safety of environment

Director of Case Management (1): supports directors in day-to-day activities; **supervises case managers; engages and counsels guests**, maintains required documentation; manages program data for grant reports.

Director of Development (1): **responsible for TLC's charitable revenue program** to support operations and programming; development plan oversight, grant research and proposal development.

Volunteer Manager (1): **manages all aspects of volunteer recruiting & relations**; responds to prospective and active volunteer inquiries; provides regular tours of facilities; greets and engages daily volunteers on arrival

Case Manager (4): **engages and counsels guests**, assist guests in advancing their goals; facilitates obtaining vital records, education and employment direction, mental health and/or substance abuse assistance, navigate housing, benefits and immigration processes; maintains required documentation

Workforce Development Manager (1): **supervision of the City Jobs program, Jobs for Life, Jobs Club, outside employment opportunities**; share the responsibility of operations and case management with other team members

City Jobs Lead Supervisor (1): **Drive City Jobs van to and supervise crew on worksites**; daily worksite documentation; coordinate with City and County program partners.

Operations Supervisor (1): **manage daily operations of TLC**; assist Director of Operations with prayer, Bible studies, and facilities maintenance

Business Manager (1): **manage financial and HR functions of TLC**; ensure TLC compliance in office, grant, and fiscal related matters.

Administrative Assistant (1): **provide clerical and administrative support** across departments to facilitate efficient TLC operations.

Communications and Public Relations Manager (1 pending hire): **communicate the impact and ongoing work of the ministry of TLC**; manage digital and print platforms; campaign promotion and support.

Services Budget

Draft Budget & Staffing Plan		TLC Salaries & Expenses	Notes
USES	FTE		
TLC PSH Director (\$80K plus benefits)	1.00	105,846	
TLC Case Manager (\$63K plus benefits)	1.00	86,866	
TLC Case Manager (\$63K plus benefits)	1.00	86,866	
TLC Case Manager 1/2 time (\$31.5K plus benefits)	0.50	35,971	
TLC Residential Support Guide - Bus Hrs (\$18/hr plus benefits)	0.50	21,427	
TLC Residential Support Guide - Bus Hrs (\$18/hr plus benefits)	0.50	21,427	
TLC Training/Professional Development		10,000	
WPMC Property Manager/Day Front Desk			
WPMC Maintenance Supervisor			
WPMC Front Desk - Off Hours			
Administrative Support Staff - leasing, finance, monitoring & evaluation, volunteer management, etc.			
Total Salary & Benefits		\$368,402	

Year One Start-Up Plan: we propose adding two additional RSG's to help on-board & stabilize residents; suggest one year contract positions.	TLC Salaries & Expenses	Notes
TLC Residential Support Guide - Bus Hrs (\$18/hr plus benefits)	0.50	21,427 1 year contract
TLC Residential Support Guide - Bus Hrs (\$18/hr plus benefits)	0.50	21,427 1 year contract
Start up supplies and equipment		57,000
Year One Total Services and Materials		\$99,854

Ratio Calculations	CM only
TLC FTE	3.5
units	54
ratio	15.43

DEVELOPMENT SERVICES AGREEMENT

This Development Services Agreement (this “**Agreement**”), dated and effective as of the ___ day of _____, 2023, is made by and between WELSEY LAMB LLC, a limited liability company formed under the laws of the Commonwealth of Virginia (the “**Company**”), and WESLEY HOUSING DEVELOPMENT CORPORATION OF NORTHERN VIRGINIA, a Virginia nonstock corporation (“**Wesley**”), and The Lamb Center, a Virginia nonstock corporation (“**TLC**”, collectively with Wesley, the “**Developer**”).

RECITALS

The Company was formed for the purpose of serving as the owner of real estate in connection with providing safe, quality affordable housing and facilitating the direct or indirect acquisition, construction, rehabilitation, and operation of the property located at 9640 Fairfax Boulevard, Fairfax, Virginia, (the “**Project**”). The Company is operated by an Operating Agreement effective as of January 24, 2023 (the “**Operating Agreement**”). Capitalized terms used but not defined herein shall have the meanings given in the Operating Agreement.

The Company desires that the Developer provide certain services with respect to the development of the Project.

Accordingly, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Appointment and Term.** The Company hereby appoints the Developer to render services in overseeing the development of the Project for the Company as herein contemplated and the Developer hereby accepts such appointment. The term of this Agreement shall begin on the date hereof and shall end on the end of the low income housing tax credit compliance period.
2. **Authority and Obligations.** Subject to the provisions of the Operating Agreement, the Developer shall have the authority and obligation to:
 - a. Obtain construction financing on behalf of the Company in an amount sufficient to fund the construction of the Project.
 - b. Prepare or cause to be prepared such environmental and neighborhood impact studies or reports, engineering surveys, and plans and specifications as may be required in connection with the construction of the Project.
 - c. Prepare and submit to the Company for approval a construction budget and make recommendations to the Company regarding any necessary modifications thereto.
 - d. Make available to the Company upon request copies of all contracts, option agreements, construction financing commitments, budgets, plans and specifications or other items prepared or obtained.
 - e. Obtain a construction contract (the “**Construction Contract**”) in an amount comparable to similar projects from a reputable general contractor (the “**General Contractor**”), which Construction Contract shall require the General Contractor to post a payment and

performance bond in the full amount of the Construction Contract or letter of credit in an amount acceptable to the Company.

f. Perform or cause to be performed, in a diligent and efficient manner, general administration and supervision of construction of the Project, including but not limited to the following:

(i) administration and supervision of the activities of the General Contractor and all other contractors, subcontractors and others employed in connection with the construction of the Project;

(ii) preparation of construction schedules pursuant to which all phases of construction are to be completed on or before the completion date and supervision of the scheduling of construction in conformity with such construction schedules;

(iii) periodic inspection of construction in progress, including but not limited to inspection at completion, for reasonably identifiable defects in construction and to assure compliance with the Plans and Specifications, and supervision of correction of any and all deficiencies noted pursuant to such inspections;

(iv) processing and payment of applications for progress payments made by the General Contractor, including verification of such applications against the progress of construction as indicated by the aforementioned periodic inspections; and

(v) analysis of requests for any and all change orders to or variations from the budget and the plans and specifications and submission of such requests to the Company for approval.

g. Perform, or cause to be performed, in a diligent and efficient manner, preparation of contracts, letter agreements, purchase orders, and similar documents as are necessary to complete timely the construction of the Project in accordance with the Plans and Specifications.

h. Use best efforts to cause the Project to be completed on or before the completion date in a manner consistent with good workmanship, in compliance with the following:

(i) the plans and specifications;

(ii) all obligations of the Company under any documents executed by the Company under any financing documents; and

(iii) all municipal, state, and other governmental laws, ordinances, and regulations governing the construction of the Project and the use thereof for its intended purposes and all other requirements of law applicable to construction of the Project.

i. Maintain, or cause to be maintained, builders risk, contractor's liability, and workers' compensation insurance required by law or by the lenders or the investor with the Company named as an additional insured, the limits of such coverage to be reasonable under the circumstances, but no less than that required by construction lenders or applicable statutes.

j. Keep or cause to be kept separate project accounts and cost records and prepare and furnish upon request financial and progress reports and statements with respect to construction of the Project.

k. Make available to the Company upon request copies of all contracts and subcontracts.

l. Deliver to the Company copies of all inspection reports and applications for payment given any lender providing a loan to the Company.

3. **Development Fee.**

a. For development services to be performed under this Agreement, the Company shall pay the Developer a fee in the approximate amount of Two Million Five Hundred Thousand Dollars (\$2,500,000) (the "**Development Fee**"). The parties to this Agreement specifically acknowledge that the capital contributions may be adjusted in accordance with the provisions of the amended and restated operating agreement admitting the investor member, and that such adjustment may cause a revision of the Development Fee Payment Schedule.

b. Each installment payment of the Development Fee will be split 80% to Wesley and 20% to TLC for the first \$1,250,000 and then 50%/50% beyond that.

c. Any amount of the Development Fee including the Deferred Development Fee and accrued interest, if any, that has not been paid in full on or before the end of the compliance period shall be paid no later than such date.

d. The Developer 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 Project, obtaining an allocation of credits or securing Project financing other than construction financing; it being the understanding between the parties hereto that all such listed activities are the exclusive responsibility of the Company, the Member and/or consultants or others engaged by the Company.

4. **Operating Agreement.** Except as expressly provided herein, this Agreement shall be subject to the applicable terms and conditions of the Operating Agreement.

5. **Burden and Benefit.** The covenants and agreements contained herein shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto. No party may assign this Agreement without the consent of the other party.

6. **Severability of Provisions.** Each provision of this Agreement shall be considered severable, and if for any reason any provision that is not essential to the effectuation of the basic purposes of the Agreement is determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those provisions of this Agreement that are valid.

7. **No Continuing Waiver.** None of the parties hereto shall be deemed to have waived any rights hereunder unless such waiver shall be in writing and signed by such party. 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.

8. **Defined Terms.** Except as expressly provided herein, terms used in this Agreement with initial capital letters shall have the meanings set forth in the Operating Agreement.

9. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia, without regard to principles of conflicts of laws.

10. **Binding Agreement.** This Agreement shall be binding on the parties hereto, and their heirs, executors, personal representatives, successors and assigns.

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

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

13. **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.

[Signatures Begin On The Following Page]

The parties hereto have executed this Development Services Agreement as of the date first above written.

WESLEY LAMB LLC

a Virginia limited liability company,

By: WL Managing Member LLC
a Virginia limited liability company
its managing member

By: WHDC Wesley Lamb Managing Member, LLC
a Virginia limited liability company
its managing member

By: Wesley Housing Development Corporation of Northern Virginia
a Virginia nonstock corporation
its managing member

By: _____
Name: Kamilah McAfee
Title: President

WESLEY HOUSING DEVELOPMENT CORPORATION OF NORTHERN VIRGINIA

By: _____
Name: Kamilah McAfee
Title: President

THE LAMB CENTER

a Virginia nonstock corporation

By: _____
Name: Tara Ruskowski
Title: Executive Director

Tab J:

Relocation Plan and Unit Delivery Schedule
(MANDATORY-Rehab)

N/A

Tab K:

Documentation of Development Location:

Tab K.1

Revitalization Area Certification

RESOLUTION NO. R-23-10

**RESOLUTION DESIGNATING THE LAMB CENTER/WESLEY HOUSING PROJECT SITE
A REVITALIZATION AREA PURSUANT TO VIRGINIA CODE § 36-55.30:2**

WHEREAS, pursuant to Code of Virginia § 36-55.30:2, the City Council desires to designate the site at 9640 Fairfax Boulevard which will include the proposed Lamb Center/Wesley Housing Project Site (the "Area" as more completely identified on Exhibit "A" attached hereto) as a Revitalization Area; and

WHEREAS, the Lamb Center/Wesley Housing has proposed to construct approximately 54 affordable dwelling units as permanent supportive housing within the Area, which project will redevelop an existing obsolete motel building and ancillary parking; and

WHEREAS, this permanent supportive housing project will provide a critical source of affordable housing for current and future low- -income persons in and within proximity to the Area and which is essential toward supporting the Comprehensive Plan's adopted goal of ensuring the availability of housing that is affordable.

NOW, THEREFORE THE CITY COUNCIL HEREBY RESOLVES that the above-referenced development is located within the Area (as defined above) that is hereby designated a Revitalization Area within the City of Fairfax, Virginia, in accordance with Code of Virginia § 36-55-30:2.

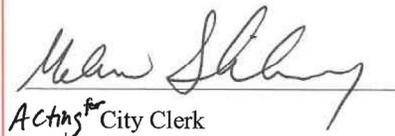
THE CITY COUNCIL FURTHER DETERMINES that: (i) the industrial, commercial or other economic development of such Revitalization Area will benefit the City but such area lacks the housing needed to induce, among other things, the manufacturing, industrial, commercial, governmental, educational, entertainment, community development, healthcare or nonprofit enterprises or undertakings to locate or remain in this area, and (ii) private enterprise and investment are not reasonably expected, without assistance, to produce the construction or rehabilitation of decent, safe and sanitary housing and supporting facilities that will meet the needs of low and moderate income persons and families in this area and will induce other persons and families to live within this area and thereby create a desirable economic mix of residents in this area.

Adopted: February 14, 2023



Mayor

ATTEST:



Acting City Clerk

The vote on the motion to approve was recorded as follows:

VOTE:

Councilmember Bates	Aye
Councilmember Doyle Feingold	Aye
Councilmember Greenfield	Absent
Councilmember Lim	Aye
Councilmember Ross	Aye
Councilmember Stehle	Aye

EXHIBIT "A"
DESCRIPTION OF AREA

Approximately 0.40 acres located to the northeast of the intersection of Fairfax Boulevard and Campbell Drive, and having Tax Map number 48-3-09-020



Tab K.2

Location Map

**9640 FAIRFAX BOULEVARD
WESLEY LAMB PSH
CITY OF FAIRFAX, VIRGINIA**

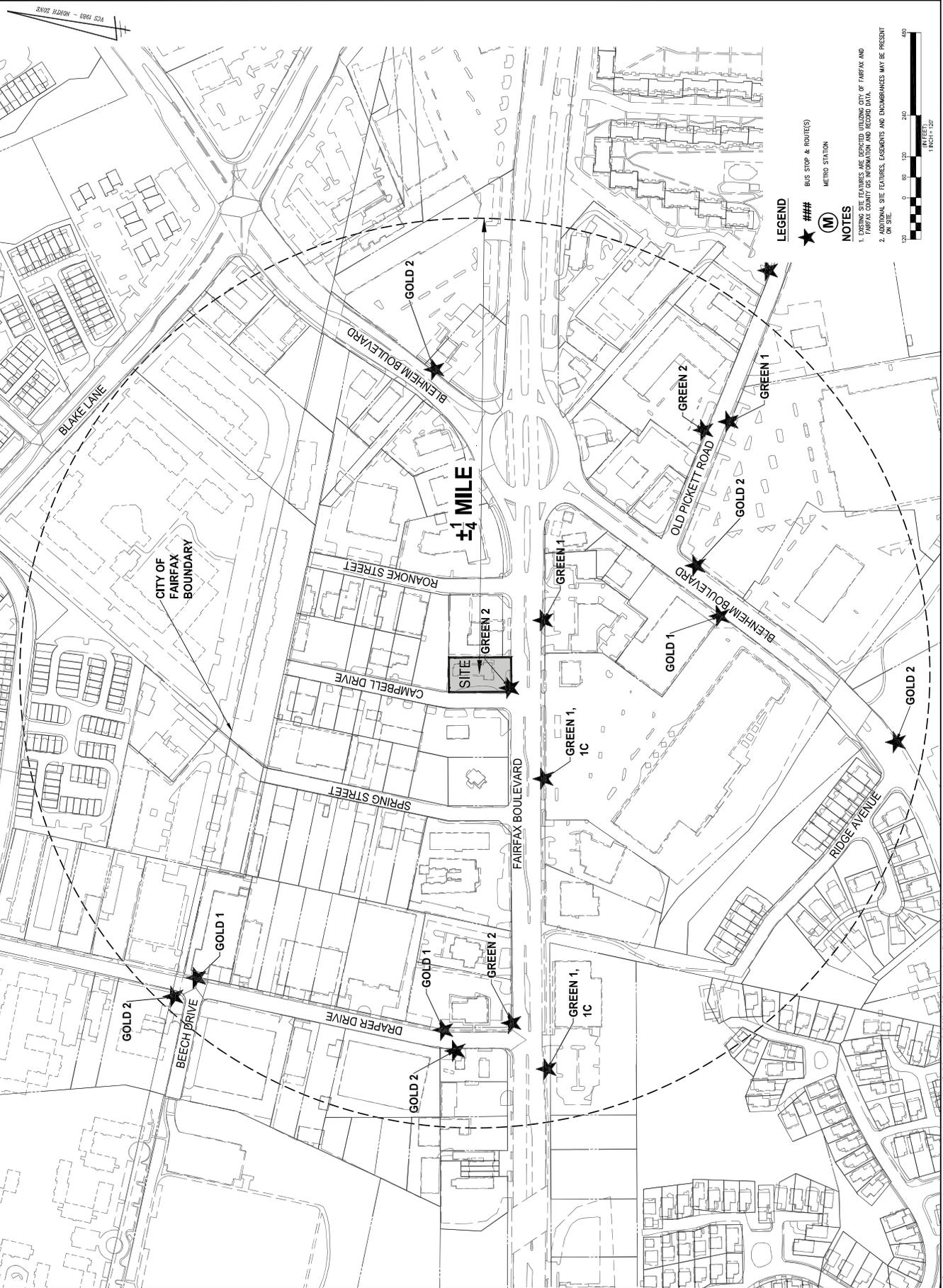
**SITE PLAN
SITE CONTEXT PLAN**

NO.	DESCRIPTION	DATE	BY	REVISION APPROVED BY

**LHTC
APPLICATION
3/13/23**

WALTER L. PHILLIPS
 Landscape Architects • Planners
 Engineers • Surveyors • Planners
 207 PARK AVENUE
 FALLS CHURCH, VIRGINIA 22046
 (703) 532-8163 Fax (703) 533-1301
 www.wlphillips.com

SCALE: T = 1"=100'
 DATE: 03/13/23
 ESTABLISHED
 INCORPORATED
 DRAINAGE
 CHECKED
 AV
 RCP



LEGEND

- ★ BUS STOP & ROUTES
- Ⓜ METRO STATION

NOTES

- EXISTING SITE FEATURES ARE DERIVED UTILISING CITY OF FAIRFAX AND FAIRFAX COUNTY GIS INFORMATION AND RECORD DATA.
- ADDITIONAL SITE FEATURES, EXCERPTS AND ENHANCEMENTS MAY BE PRESENT ON SITE.



Tab K.3

Surveyor's Certification of Proximity To Public
Transportation

Surveyor's Certification of Proximity to Transportation

DATE: March 13, 2023

TO: Virginia Housing
601 South Belvidere Street
Richmond, VA 23220

RE: 2023 Tax Credit Reservation Request
Name of Development: Wesley Lamb PSH
Name of Owner: Wesley Lamb LLC

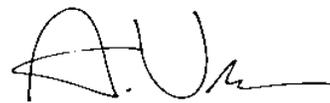
Ladies and Gentlemen:

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

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

- 2,640 feet or ½ mile of the nearest access point to an existing commuter rail, light rail or subway station; or
- 1,320 feet or ¼ mile of the nearest access point to an existing public bus stop.

Firm Name: Walter L. Phillips, Inc.



By: Aaron Vinson, P.E.

Its: Director of Engineering

Tab L:

PHA / Section 8 Notification Letter

Appendices continued

PHA or Section 8 Notification LetterDate 3/1/2023To Fairfax County Department
of Housing and Community Development
3700 Pender Dr, Fairfax, VA 22030RE: Proposed Affordable Housing DevelopmentName of Development Wesley Lamb PSHName of Owner Wesley Lamb 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 7/14/2025 (date).

The following is a brief description of the proposed development:Development Address 9640 Fairfax Boulevard, Fairfax, VA 22031**Proposed Improvements:**

- New Construction: 54 #Units 1 #Buildings
 Adaptive Reuse: _____ #Units _____ #Buildings
 Rehabilitation: _____ #Units _____ #Buildings

Proposed Rents:

- Efficiencies: \$ 747-1,693 /month
 1 Bedroom Units: \$ 801-1,724 /month
 2 Bedroom Units: \$ 960-1,964 /month
 3 Bedroom Units: \$ _____ /month
 4 Bedroom Units: \$ _____ /month

Other Descriptive Information:

Wesley Housing and The Lamb Center, a supportive services provider, have partnered to develop a new 54-unit
rental apartment building in Fairfax City, VA that will provide Permanent Supportive Housing (PSH) units,
case management and other wraparound supportive services to people experiencing chronic homelessness or
are at-risk of homelessness.

Appendices continued

PHA or Section 8 Notification Letter

We appreciate your assistance with identifying qualified tenants.

If you have any questions about the proposed development, please call me at (703) 642 - 3830 .

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

Sincerely yours,

Name Judith Cabelli

Title Director of Real Estate Development

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

Seen and Acknowledged By  _____
40CFF8F89A2544C

Printed Name: Amy Ginger

Title Deputy Director

Phone 703-246-5134

Date 03/03/2023 | 08:08:23 EST

Tab M:

Locality CEO Response Letter



City of Fairfax, Virginia
 10455 Armstrong Street
 Fairfax, Virginia 22030-3630
 (703) 385-7850 (TTY 711) www.fairfaxva.gov

Locality CEO Letter

2/7/2023

Date

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

Virginia Housing Tracking Number:	<u>2023-C-66</u>
Development Name:	<u>Wesley Lamb PSH</u>
Name of Owner/Applicant:	<u>Wesley Lamb LLC</u>

Dear Mr. Bondurant:

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

Yours truly,



 Signature
 Robert A. Stalzer

 [CEO Name]
 City Manager

 [Title]

Tab N:

Homeownership Plan

N/A

Tab O:

Plan of Development Certification Letter

N/A

Tab Q:

Documentation of Rental Assistance, Tax Abatement
and/or existing RD or HUD Property



County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

March 8, 2023

Kamilah McAfee
President and CEO
Wesley Lamb LLC
2311 Huntington Avenue
Alexandria, VA 22303

RE: PBV Commitment Letter

Dear Kamilah:

The Fairfax County Redevelopment and Housing Authority (FCRHA) has made an award of forty eight (48) federal project-based vouchers (PBV) to Wesley Lamb PSH to provide permanent supportive housing for homeless individuals and families at or below 50 percent of the Area Median Income (AMI) or for such lower income households as may be required by Virginia Housing.

As a Moving to Work agency, the Fairfax County Redevelopment and Housing Authority (FCRHA), was authorized in its FY2017 MTW Plan to provide a commitment of project-based vouchers utilizing an alternative competitive process. Wesley Lamb LLC, an affiliate of Wesley Housing Development Corporation of Northern Virginia (Wesley Housing) was awarded funding under a competitive process — the *Notice of Funding Availability (NOFA) for Affordable Rental Housing Development Projects (issued on July 1, 2022)* — and at its meeting on February 23, 2023, the FCRHA authorized Housing Blueprint Loans to Wesley Housing.

At least ninety (90) days prior to starting construction, the FCRHA must begin pre-construction reviews for U.S. Department of Housing and Urban Development (HUD) statutory requirements, including, without limitation, for subsidy layering, environmental reviews, and confirming no construction has commenced, as outlined in 24 CFR Part 983.153. Once these requirements are met, the FCRHA will enter into an Agreement to enter into a Housing Assistance Payment Contract (AHAP) with the developer. Upon completion of construction in compliance with the AHAP, the FCRHA will enter into a Project Based Voucher HAP Contract with the project owner.

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

Sincerely,

Amy Ginger
Deputy Director, Operations
Fairfax County, Department of Housing and Community Development

Tab R:

Documentation of Operating Budget and Utility Allowances

M. OPERATING EXPENSES

Administrative:

Use Whole Numbers Only!

1. Advertising/Marketing			\$0
2. Office Salaries			\$37,500
3. Office Supplies			\$1,410
4. Office/Model Apartment	(type _____)		\$0
5. Management Fee			\$48,437
	5.00% of EGI	\$896.98	Per Unit
6. Manager Salaries			\$45,000
7. Staff Unit (s)	(type _____)		\$0
8. Legal			\$450
9. Auditing			\$0
10. Bookkeeping/Accounting Fees			\$9,000
11. Telephone & Answering Service			\$15,000
12. Tax Credit Monitoring Fee			\$1,960
13. Miscellaneous Administrative			\$1,950
Total Administrative			\$160,707

Utilities

14. Fuel Oil			\$0
15. Electricity			\$55,866
16. Water			\$30,762
17. Gas			\$1,500
18. Sewer			\$15,000
Total Utility			\$103,128

Operating:

19. Janitor/Cleaning Payroll			\$0
20. Janitor/Cleaning Supplies			\$3,000
21. Janitor/Cleaning Contract			\$2,000
22. Exterminating			\$3,000
23. Trash Removal			\$16,500
24. Security Payroll/Contract			\$23,000
25. Grounds Payroll			\$5,000
26. Grounds Supplies			\$100
27. Grounds Contract			\$0
28. Maintenance/Repairs Payroll			\$90,000
29. Repairs/Material			\$2,150
30. Repairs Contract			\$15,750
31. Elevator Maintenance/Contract			\$0
32. Heating/Cooling Repairs & Maintenance			\$740
33. Pool Maintenance/Contract/Staff			\$0
34. Snow Removal			\$2,000
35. Decorating/Payroll/Contract			\$0
36. Decorating Supplies			\$1,200
37. Miscellaneous			\$550
Totals Operating & Maintenance			\$164,990

M. OPERATING EXPENSES

Taxes & Insurance

38. Real Estate Taxes	\$97,507
39. Payroll Taxes	\$0
40. Miscellaneous Taxes/Licenses/Permits	\$1,800
41. Property & Liability Insurance	\$21,000
42. Fidelity Bond	\$2,000
43. Workman's Compensation	\$0
44. Health Insurance & Employee Benefits	\$0
45. Other Insurance	\$0
Total Taxes & Insurance	\$122,307

Total Operating Expense	\$551,132
--------------------------------	------------------

Total Operating Expenses Per Unit	\$10,206	C. Total Operating Expenses as % of EGI	56.91%
--	-----------------	--	---------------

Replacement Reserves (Total # Units X \$300 or \$250 New Const. Elderly Minimum)	\$16,200
---	-----------------

Total Expenses	\$567,332
-----------------------	------------------

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

Utility Allowance Study Note

Note that the rents include all utilities. The following Modeled Utility Allowance Calculations for the Wesley Lamb PSH community was done to inform the operating expense estimation.



Thiel Butner
 Managing Principal
 Pando Alliance, LLC
 3545 Ellicott Mills Dr, Ste A2
 Ellicott City, MD 21043

Taylor Stout
 Project Manager
 Wesley Housing
 2311 Huntington Avenue
 Alexandria, VA 22303

March 7, 2023

RE: MODELED UTILITY ALLOWANCE CALCULATIONS FOR WESLEY LAMB PSH

Taylor,

Following are utility allowance estimates for the above property. The utility allowances are derived from a weighted average of all configurations of that unit type. The utility costs are based on Dominion Electric rates in effect as of December 2022 and reflect both summer and winter rates. The water and sewer costs are based on Fairfax City Water and Sewer rates that will take effect as of April 2023.

# Bedrooms	Per Unit Costs					
	Annual					Monthly
	Electric Usage (kWh*\$)	Service Charge	DOAS Heat+Cool+ Ventilation Removed	Water + Sewer	Total	Total
Studio	\$763	\$102	\$101	\$378	\$1,142	\$95
1	\$879	\$102	\$147	\$582	\$1,416	\$118
2	\$1,074	\$102	\$198	\$783	\$1,761	\$147

These estimates were generated by a certified RESNET HERS Rater using Ekotrope v.4.0.1, a RESNET accredited energy modeling software, with the most current plans and specifications available as of the date of this letter. The following uses were excluded from these estimates because they are on the owner’s meter: DOAS mechanical ventilation, DOAS-associated heating, and DOAS-associated cooling. Supporting calculations and reports are attached.

Sincerely,

Thiel Butner, MBA

Fuel Summary



Property
9640 Fairfax Blvd
Fairfax, VA 22031

Organization
Pando Alliance
Michael Sumpter

Inspection Status
Results are projected

Wesley Lamb PSH - 750 Podium Ext
750 Podium Ext

Builder

Annual Energy Cost

Electric	\$1,078
----------	---------

Annual End-Use Cost

Heating	\$221
Cooling	\$54
Water Heating	\$227
Lights & Appliances	\$540
Onsite Generation	-\$0
Service Charges	\$36
Total	\$1,078

Annual End-Use Consumption

Heating [Electric kWh]	1,522.6
Cooling [Electric kWh]	377.5
Hot Water [Electric kWh]	1,569.8
Lights & Appliances [Electric kWh]	3,738.7
Total [Electric kWh]	7,208.6
Total Onsite Generation [Electric kWh]	0.0

Peak Electric Consumption

Peak Winter kW	1.35
Peak Summer kW	1.14

Utility Rates

Electricity	Dominion Energy 2022 Alexandria
Natural Gas	Washington Gas 2022.09.29 (DC)

Building Summary



Property
9640 Fairfax Blvd
Fairfax, VA 22031

Organization
Pando Alliance
Michael Sumpter

Inspection Status
Results are projected

Wesley Lamb PSH - 750 Podium Ext
750 Podium Ext

Builder

General Building Information

Number Of Bedrooms	2
Number Of Floors	1
Conditioned Floor Area [sq. ft.]	826
Has Electric Vehicle Ready Space	No
Unconditioned, attached garage?	No
Conditioned Volume [cu. ft.]	8,673
Total Units in Building	1
Residence Type	Apartment, end unit
Number of Floors in Building	1
Floor Number	2
Model	
Community	
RESNET/IECC 2006-2018 Climate Zone	4A
IECC 2021 Climate Zone	4A

Foundation Wall

None Present

Foundation Wall Library List

None Present

Slab

None Present

Slab Library List

None Present

Framed Floor

Name	Library Type	Carpet R	Floor Grade	Surface Area	Location
Podium Conditioned	Podium Slab R-17.2	0.5	Above Grade	713.0 ft²	Conditioned Space (Adiabatic)
Podium Unconditioned	Podium Slab R-17.2	0.5	Above Grade	113.0 ft²	Unconditioned, attached garage

Building Summary



Property
9640 Fairfax Blvd
Fairfax, VA 22031

Organization
Pando Alliance
Michael Sumpter

Inspection Status
Results are projected

Wesley Lamb PSH - 750 Podium Ext
750 Podium Ext

Builder

Framed Floor Library List

Name	Effective R-value
Podium Slab R-17.2	21.15

Rim Joist

Name	Library Type	Surface Area	Location
Exterior	R-26.0	91.5 ft²	Exposed Exterior

Rim Joist Library List

Name	Effective Insulation R-value
R-26.0	26.00

Wall

Name	Library Type	Surface Color	Surface Area	Location
Adiabatic	R-11 Gr III, Wood, 2x4x16, sf, 5/8" drywall	Medium	657.0 ft²	Conditioned Space (Adiabatic)
Exterior	R-21 Gr I + R-5 Cont, Wood, 2x6x16, sf, fiber cement	Medium	549.0 ft²	Exposed Exterior

Wall Library List

Name	Effective R-value
R-11 Gr III, Wood, 2x4x16, sf, 5/8" drywall	9.596
R-21 Gr I + R-5 Cont, Wood, 2x6x16, sf, fiber cement	23.412

Glazing

Name	Library Type	Wall Assignment	Foundation Wall Assignment	Is Operable	Overhang Depth	Overhang Ft To Top	Overhang Ft To Bottom	Orientation	Surface Area
SOUTH Window / Glass Door - Copy	U: .30, SHGC: .28	Exterior		Yes	0	0	0	Northwest	42.0 ft²

Building Summary



Property
9640 Fairfax Blvd
Fairfax, VA 22031

Organization
Pando Alliance
Michael Sumpter

Inspection Status
Results are projected

Wesley Lamb PSH - 750 Podium Ext
750 Podium Ext

Builder

Name	Library Type	Wall Assignment	Foundation Wall Assignment	Is Operable	Overhang Depth	Overhang Ft To Top	Overhang Ft To Bottom	Orientation	Surface Area
WEST Window / Glass Door	U: .30, SHGC: .28	Exterior		Yes	0	0	0	Northeast	96.5 ft²

Glazing Library List

Name	Shgc	U-factor
U: .30, SHGC: .28	0.28	0.300

Skylight

None Present

Skylight Library List

None Present

Opaque Door

Name	Library Type	Wall Assignment	Foundation Wall Assignment	Emittance	Solar Absorptance	Surface Color	Surface Area	Location
Opaque Door	R-4.76	Adiabatic		0.9	0.75	Medium	20.0 ft²	Conditioned Space (Adiabatic)

Opaque Door Library List

Name	Effective U-factor
R-4.76	0.210

Roof Insulation

Name	Library Type	Attic Exterior Area [ft²]	Clay or Concrete Roof Tiles	Surface Color	Surface Area	Location
Ceiling	Adiabatic, Flat	826	No	Light	826.0 ft²	Conditioned Space (Adiabatic)

Building Summary



Property
9640 Fairfax Blvd
Fairfax, VA 22031

Organization
Pando Alliance
Michael Sumpter

Inspection Status
Results are projected

Wesley Lamb PSH - 750 Podium Ext
750 Podium Ext

Builder

Roof Insulation Library List

Name	Has Radiant Barrier	Effective R-value
Adiabatic, Flat	No	1.949

Whole House Infiltration

Infiltration	Measurement Type	Shelter Class
5.5 ACH at 50 Pa	Blower-door tested	4

Mechanical Ventilation

Ventilation Type	Ventilation Rate [ft ³ / Minute]	Operational hours per day	Fan Watts	Runs once every three hours	Energy Recovery Percent	Model Number	Manufacturer
Balanced	40 CFM	24	59 Watts	Yes	0		
Supply Only	10 CFM	24	11 Watts	Yes	0		

Lighting

% Interior Fluorescent Lighting	% Interior LED Lighting	% Exterior Fluorescent Lighting	% Exterior LED Lighting	% Garage Fluorescent Lighting	% Garage LED Lighting
0	100	0	0	0	0

Onsite Generation

None Present

Onsite Generation Library List

None Present

Building Summary



Property
9640 Fairfax Blvd
Fairfax, VA 22031

Organization
Pando Alliance
Michael Sumpter

Inspection Status
Results are projected

Wesley Lamb PSH - 750 Podium Ext
750 Podium Ext

Builder

Solar Generation

None Present

Dehumidifier

None Present

Dehumidifier Library List

None Present

Whole House Fan

None Present

Whole House Fan Library List

None Present

Conditioning Equipment

Name	Library Type	Serial Number	Heating Percent Load	Cooling Percent Load	Hot Water Percent Load	Location
DOAS	DOAS 9.7 EER, 3.2 COP		51%	1%	0%	Ambient
Heating/Cooling Equipment	ASHP, 18K, 16.2seer2, 8.5hspf2, ECM		49%	99%	0%	Conditioned Space
Water Heater	DHW, Elec, 50 Gal, 0.93 UEF		0%	0%	100%	Conditioned Space

Building Summary



Property
9640 Fairfax Blvd
Fairfax, VA 22031

Organization
Pando Alliance
Michael Sumpter

Inspection Status
Results are projected

Wesley Lamb PSH - 750 Podium Ext
750 Podium Ext

Builder

Equipment Type: ASHP, 18K, 16.2seer2, 8.5hspf2, ECM

Equipment Type	Air Source Heat Pump
Fuel Type	Electric
Distribution Type	Forced Air
Motor Type	ECM (Variable Speed)
Heat Pump System Type	Split System
Heating Efficiency	8.5 HSPF2
Heating Capacity [kBtu/h]	16.8
Backup Fuel Type	Electric
Switchover Temperature [°F]	0
Backup Heating Efficiency	1 COP
Use default Supplemental Heat	Yes
Cooling Efficiency	16.2 SEER2
Cooling Capacity [kBtu/h]	18

Equipment Type: DHW, Elec, 50 Gal, 0.93 UEF

Equipment Type	Residential Water Heater
Fuel Type	Electric
Distribution Type	Hydronic Delivery (Radiant)
Hot Water Efficiency	0.93 UEF
Tank Capacity (gal.)	50

Equipment Type: DOAS 9.7 EER, 3.2 COP

Equipment Type	Air Source Heat Pump
Fuel Type	Electric
Distribution Type	Forced Air
Motor Type	ECM (Variable Speed)
Heating Efficiency	3.2 COP
Heating Capacity [kBtu/h]	70
Backup Fuel Type	Electric
Switchover Temperature [°F]	0
Backup Heating Efficiency	1 Adjusted Efficiency
Use default Supplemental Heat	Yes
Cooling Efficiency	9.7 EER
Cooling Capacity [kBtu/h]	70

Building Summary



Property
9640 Fairfax Blvd
Fairfax, VA 22031

Organization
Pando Alliance
Michael Sumpter

Inspection Status
Results are projected

Wesley Lamb PSH - 750 Podium Ext
750 Podium Ext

Builder

Distribution System

Distribution Type	Forced Air
Heating Equipment	Heating/Cooling Equipment
Cooling Equipment	Heating/Cooling Equipment
Sq. Feet Served	826
# Return Grilles	1
Supply Duct R Value	6
Return Duct R Value	6
Supply Duct Area [ft ²]	223.02
Return Duct Area [ft ²]	41.3
Leakage to Outdoors	20 CFM @ 25Pa (2.42 / 100 ft ²)
Total Leakage	80 CFM25
Total Leakage Duct Test Conditions	Post-Construction
Use Default Flow Rate	Yes
Duct 1	
Duct Location	Conditioned Space
Percent Supply Area	100
Percent Return Area	100
Duct 2	
Duct Location	Conditioned Space
Percent Supply Area	0
Percent Return Area	0
Duct 3	
Duct Location	Conditioned Space
Percent Supply Area	0
Percent Return Area	0
Duct 4	
Duct Location	Conditioned Space
Percent Supply Area	0
Percent Return Area	0
Duct 5	
Duct Location	Conditioned Space
Percent Supply Area	0
Percent Return Area	0
Duct 6	
Duct Location	Conditioned Space
Percent Supply Area	0
Percent Return Area	0

Distribution System

Distribution Type	Forced Air Ductless
Heating Equipment	DOAS
Cooling Equipment	DOAS
Is All Equipment In Conditioned Space	Yes
Leakage Default	HERS Default Leakage
Duct System Efficiency	1

HVAC Grading

HVAC Grading Not Conducted

Building Summary



Property
9640 Fairfax Blvd
Fairfax, VA 22031

Organization
Pando Alliance
Michael Sumpter

Inspection Status
Results are projected

Wesley Lamb PSH - 750 Podium Ext
750 Podium Ext

Builder

Ceiling Fan

Has Ceiling Fan	No
Cfm Per Watt	70.42253521

Water Distribution

Water Fixture Type	Low-flow
Use Default Hot Water Pipe Length	No
Hot Water Pipe Length [ft]	33
At Least R3 Pipe Insulation?	Yes
Hot Water Recirculation System?	No
Recirculation System Pipe Loop Length [ft]	170
Drain Water Heat Recovery?	No

Clothes Dryer

Cef	3.01
Fuel Type	Electric
Field Utilization	Moisture Sensing
Is Outside Conditioned Space	No
Clothes Dryer Available	Yes
Defaults Type	HERS Reference

Clothes Washer

Label Energy Rating	152 kWh/Year
Annual Gas Cost	\$12.00
Electric Rate	\$0.12/kWh
Gas Rate	\$1.09/Therm
Capacity	4.2
Imef	2.06
Defaults Type	ENERGY STAR
Load Type	Front-load
Loads Per Week	6
Is Outside Conditioned Space	No
Clothes Washer Available	Yes

Dishwasher

Dishwasher Efficiency	270 kWh
Dishwasher Size	Standard
Annual Gas Cost	\$33.12
Electric Rate	\$0.12/kWh
Gas Rate	\$1.09/Therm
Is Outside Conditioned Space	No

Building Summary



Property
9640 Fairfax Blvd
Fairfax, VA 22031

Organization
Pando Alliance
Michael Sumpter

Inspection Status
Results are projected

Wesley Lamb PSH - 750 Podium Ext
750 Podium Ext

Builder

Appliances and Controls

Programmable thermostat?	Yes
Range/Oven Fuel	Electric
Convection Oven?	No
Induction Range?	No
Range/Oven Outside Conditioned Space?	No
Refrigerator Consumption	400 kWh/Year
Refrigerator Outside Conditioned Space?	No

Notes

Fuel Summary



Property
9640 Fairfax Blvd
Fairfax, VA 22031

Organization
Pando Alliance
Michael Sumpter

Inspection Status
Results are projected

Wesley Lamb PSH - 750 Podium Int
750 Podium Int

Builder

Annual Energy Cost

Electric	\$1,070
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Annual End-Use Cost

Heating	\$161
Cooling	\$48
Water Heating	\$223
Lights & Appliances	\$535
Onsite Generation	-\$0
Service Charges	\$102
Total	\$1,070

Annual End-Use Consumption

Heating [Electric kWh]	1,224.8
Cooling [Electric kWh]	289.8
Hot Water [Electric kWh]	1,573.8
Lights & Appliances [Electric kWh]	3,704.7
Total [Electric kWh]	6,793.1
Total Onsite Generation [Electric kWh]	0.0

Peak Electric Consumption

Peak Winter kW	1.21
Peak Summer kW	1.10

Utility Rates

Electricity	PEPCO Electric 2022.07.26
Natural Gas	Washington Gas 2022.02.01

Building Summary



Property
9640 Fairfax Blvd
Fairfax, VA 22031

Organization
Pando Alliance
Michael Sumpter

Inspection Status
Results are projected

Wesley Lamb PSH - 750 Podium Int
750 Podium Int

Builder

General Building Information

Number Of Bedrooms	2
Number Of Floors	1
Conditioned Floor Area [sq. ft.]	797
Has Electric Vehicle Ready Space	No
Unconditioned, attached garage?	No
Conditioned Volume [cu. ft.]	8,369
Total Units in Building	2
Residence Type	Apartment, inside unit
Number of Floors in Building	5
Floor Number	2
Model	
Community	
RESNET/IECC 2006-2018 Climate Zone	4A
IECC 2021 Climate Zone	4A

Foundation Wall

None Present

Foundation Wall Library List

None Present

Slab

None Present

Slab Library List

None Present

Framed Floor

Name	Library Type	Carpet R	Floor Grade	Surface Area	Location
Podium Conditioned	Podium Slab R-17.2	0.5	Above Grade	492.0 ft ²	Conditioned Space (Adiabatic)
Podium Unconditioned	Podium Slab R-17.2	0.5	Above Grade	305.0 ft ²	Unconditioned, attached garage

Building Summary



Property
9640 Fairfax Blvd
Fairfax, VA 22031

Organization
Pando Alliance
Michael Sumpter

Inspection Status
Results are projected

Wesley Lamb PSH - 750 Podium Int
750 Podium Int

Builder

Framed Floor Library List

Name	Effective R-value
Podium Slab R-17.2	21.15

Rim Joist

Name	Library Type	Surface Area	Location
Exterior	R-26.0	48.0 ft²	Exposed Exterior

Rim Joist Library List

Name	Effective Insulation R-value
R-26.0	26.00

Wall

Name	Library Type	Surface Color	Surface Area	Location
Adiabatic	R-11 Gr III, Wood, 2x4x16, sf, 5/8" drywall	Medium	783.0 ft²	Conditioned Space (Adiabatic)
Exterior	R-21 Gr I + R-5 Cont, Wood, 2x6x16, sf, fiber cement	Medium	288.0 ft²	Exposed Exterior

Wall Library List

Name	Effective R-value
R-11 Gr III, Wood, 2x4x16, sf, 5/8" drywall	9.596
R-21 Gr I + R-5 Cont, Wood, 2x6x16, sf, fiber cement	23.412

Glazing

Name	Library Type	Wall Assignment	Foundation Wall Assignment	Is Operable	Overhang Depth	Overhang Ft To Top	Overhang Ft To Bottom	Orientation	Surface Area
WEST Window / Glass Door	U: .30, SHGC: .28	Exterior		Yes	0	0	0	Northwest	55.0 ft²

Building Summary



Property
9640 Fairfax Blvd
Fairfax, VA 22031

Organization
Pando Alliance
Michael Sumpter

Inspection Status
Results are projected

Wesley Lamb PSH - 750 Podium Int
750 Podium Int

Builder

Glazing Library List

Name	Shgc	U-factor
U: .30, SHGC: .28	0.28	0.300

Skylight

None Present

Skylight Library List

None Present

Opaque Door

Name	Library Type	Wall Assignment	Foundation Wall Assignment	Emittance	Solar Absorptance	Surface Color	Surface Area	Location
Opaque Door	R-4.76	Adiabatic		0.9	0.75	Medium	20.0 ft ²	Conditioned Space (Adiabatic)

Opaque Door Library List

Name	Effective U-factor
R-4.76	0.210

Roof Insulation

Name	Library Type	Attic Exterior Area [ft ²]	Clay or Concrete Roof Tiles	Surface Color	Surface Area	Location
Ceiling	Adiabatic, Flat	797	No	Light	797.0 ft ²	Conditioned Space (Adiabatic)

Building Summary



Property
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Organization
Pando Alliance
Michael Sumpter

Inspection Status
Results are projected

Wesley Lamb PSH - 750 Podium Int
750 Podium Int

Builder

Roof Insulation Library List

Name	Has Radiant Barrier	Effective R-value
Adiabatic, Flat	No	1.949

Whole House Infiltration

Infiltration	Measurement Type	Shelter Class
5.5 ACH at 50 Pa	Blower-door tested	4

Mechanical Ventilation

Ventilation Type	Ventilation Rate [ft ³ / Minute]	Operational hours per day	Fan Watts	Runs once every three hours	Energy Recovery Percent	Model Number	Manufacturer
Balanced	40 CFM	24	59 Watts	Yes	0		
Supply Only	10 CFM	24	11 Watts	Yes	0		

Lighting

% Interior Fluorescent Lighting	% Interior LED Lighting	% Exterior Fluorescent Lighting	% Exterior LED Lighting	% Garage Fluorescent Lighting	% Garage LED Lighting
0	100	0	0	0	0

Onsite Generation

None Present

Onsite Generation Library List

None Present

Building Summary



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Fairfax, VA 22031

Organization
Pando Alliance
Michael Sumpter

Inspection Status
Results are projected

Wesley Lamb PSH - 750 Podium Int
750 Podium Int

Builder

Solar Generation

None Present

Dehumidifier

None Present

Dehumidifier Library List

None Present

Whole House Fan

None Present

Whole House Fan Library List

None Present

Conditioning Equipment

Name	Library Type	Serial Number	Heating Percent Load	Cooling Percent Load	Hot Water Percent Load	Location
DOAS	DOAS 9.7 EER, 3.2 COP		64%	3%	0%	Ambient
Heating/Cooling Equipment	ASHP, 18K, 16.2seer2, 8.5hspf2, ECM		36%	97%	0%	Conditioned Space
Water Heater	DHW, Elec, 50 Gal, 0.93 UEF		0%	0%	100%	Conditioned Space

Building Summary



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Pando Alliance
Michael Sumpter

Inspection Status
Results are projected

Wesley Lamb PSH - 750 Podium Int
750 Podium Int

Builder

Equipment Type: ASHP, 18K, 16.2seer2, 8.5hspf2, ECM

Equipment Type	Air Source Heat Pump
Fuel Type	Electric
Distribution Type	Forced Air
Motor Type	ECM (Variable Speed)
Heat Pump System Type	Split System
Heating Efficiency	8.5 HSPF2
Heating Capacity [kBtu/h]	16.8
Backup Fuel Type	Electric
Switchover Temperature [°F]	0
Backup Heating Efficiency	1 COP
Use default Supplemental Heat	Yes
Cooling Efficiency	16.2 SEER2
Cooling Capacity [kBtu/h]	18

Equipment Type: DHW, Elec, 50 Gal, 0.93 UEF

Equipment Type	Residential Water Heater
Fuel Type	Electric
Distribution Type	Hydronic Delivery (Radiant)
Hot Water Efficiency	0.93 UEF
Tank Capacity (gal.)	50

Equipment Type: DOAS 9.7 EER, 3.2 COP

Equipment Type	Air Source Heat Pump
Fuel Type	Electric
Distribution Type	Forced Air
Motor Type	ECM (Variable Speed)
Heating Efficiency	3.2 COP
Heating Capacity [kBtu/h]	70
Backup Fuel Type	Electric
Switchover Temperature [°F]	0
Backup Heating Efficiency	1 Adjusted Efficiency
Use default Supplemental Heat	Yes
Cooling Efficiency	9.7 EER
Cooling Capacity [kBtu/h]	70

Building Summary



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Organization
Pando Alliance
Michael Sumpter

Inspection Status
Results are projected

Wesley Lamb PSH - 750 Podium Int
750 Podium Int

Builder

Distribution System

Distribution Type	Forced Air
Heating Equipment	Heating/Cooling Equipment
Cooling Equipment	Heating/Cooling Equipment
Sq. Feet Served	797
# Return Grilles	1
Supply Duct R Value	6
Return Duct R Value	6
Supply Duct Area [ft ²]	215.19
Return Duct Area [ft ²]	39.85
Leakage to Outdoors	20 CFM @ 25Pa (2.51 / 100 ft ²)
Total Leakage	80 CFM25
Total Leakage Duct Test Conditions	Post-Construction
Use Default Flow Rate	Yes
Duct 1	
Duct Location	Conditioned Space
Percent Supply Area	100
Percent Return Area	100
Duct 2	
Duct Location	Conditioned Space
Percent Supply Area	0
Percent Return Area	0
Duct 3	
Duct Location	Conditioned Space
Percent Supply Area	0
Percent Return Area	0
Duct 4	
Duct Location	Conditioned Space
Percent Supply Area	0
Percent Return Area	0
Duct 5	
Duct Location	Conditioned Space
Percent Supply Area	0
Percent Return Area	0
Duct 6	
Duct Location	Conditioned Space
Percent Supply Area	0
Percent Return Area	0

Distribution System

Distribution Type	Forced Air Ductless
Heating Equipment	DOAS
Cooling Equipment	DOAS
Is All Equipment In Conditioned Space	Yes
Leakage Default	HERS Default Leakage
Duct System Efficiency	1

HVAC Grading

HVAC Grading Not Conducted

Building Summary



Property
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Fairfax, VA 22031

Organization
Pando Alliance
Michael Sumpter

Inspection Status
Results are projected

Wesley Lamb PSH - 750 Podium Int
750 Podium Int

Builder

Ceiling Fan

Has Ceiling Fan	No
Cfm Per Watt	70.42253521

Water Distribution

Water Fixture Type	Low-flow
Use Default Hot Water Pipe Length	No
Hot Water Pipe Length [ft]	33
At Least R3 Pipe Insulation?	Yes
Hot Water Recirculation System?	No
Recirculation System Pipe Loop Length [ft]	170
Drain Water Heat Recovery?	No

Clothes Dryer

Cef	3.01
Fuel Type	Electric
Field Utilization	Moisture Sensing
Is Outside Conditioned Space	No
Clothes Dryer Available	Yes
Defaults Type	HERS Reference

Clothes Washer

Label Energy Rating	152 kWh/Year
Annual Gas Cost	\$12.00
Electric Rate	\$0.12/kWh
Gas Rate	\$1.09/Therm
Capacity	4.2
Imef	2.06
Defaults Type	ENERGY STAR
Load Type	Front-load
Loads Per Week	6
Is Outside Conditioned Space	No
Clothes Washer Available	Yes

Dishwasher

Dishwasher Efficiency	270 kWh
Dishwasher Size	Standard
Annual Gas Cost	\$33.12
Electric Rate	\$0.12/kWh
Gas Rate	\$1.09/Therm
Is Outside Conditioned Space	No

Building Summary



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Fairfax, VA 22031

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Pando Alliance
Michael Sumpter

Inspection Status
Results are projected

Wesley Lamb PSH - 750 Podium Int
750 Podium Int

Builder

Appliances and Controls

Programmable thermostat?	Yes
Range/Oven Fuel	Electric
Convection Oven?	No
Induction Range?	No
Range/Oven Outside Conditioned Space?	No
Refrigerator Consumption	400 kWh/Year
Refrigerator Outside Conditioned Space?	No

Notes

Fuel Summary



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Organization
Pando Alliance
Michael Sumpter

Inspection Status
Results are projected

Wesley Lamb PSH- 350 Mid Ext
350 Mid Ext

Builder

Annual Energy Cost

Electric	\$779
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Annual End-Use Cost

Heating	\$89
Cooling	\$33
Water Heating	\$174
Lights & Appliances	\$381
Onsite Generation	-\$0
Service Charges	\$102
Total	\$779

Annual End-Use Consumption

Heating [Electric kWh]	673.3
Cooling [Electric kWh]	201.3
Hot Water [Electric kWh]	1,228.9
Lights & Appliances [Electric kWh]	2,637.7
Total [Electric kWh]	4,741.2
Total Onsite Generation [Electric kWh]	0.0

Peak Electric Consumption

Peak Winter kW	0.81
Peak Summer kW	0.77

Utility Rates

Electricity	PEPCO Electric 2022.07.26
Natural Gas	Washington Gas 2022.02.01

Building Summary



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Fairfax, VA 22031

Organization
Pando Alliance
Michael Sumpter

Inspection Status
Results are projected

Wesley Lamb PSH- 350 Mid Ext
350 Mid Ext

Builder

General Building Information

Number Of Bedrooms	1
Number Of Floors	1
Conditioned Floor Area [sq. ft.]	399
Has Electric Vehicle Ready Space	No
Unconditioned, attached garage?	No
Conditioned Volume [cu. ft.]	4,190
Total Units in Building	4
Residence Type	Apartment, end unit
Number of Floors in Building	5
Floor Number	3
Model	
Community	
RESNET/IECC 2006-2018 Climate Zone	4A
IECC 2021 Climate Zone	4A

Foundation Wall

None Present

Foundation Wall Library List

None Present

Slab

None Present

Slab Library List

None Present

Framed Floor

Name	Library Type	Carpet R	Floor Grade	Surface Area	Location
Adiabatic	12" Uninsulated Adiabatic Floor	0.5	Above Grade	399.0 ft ²	Conditioned Space (Adiabatic)

Building Summary



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Pando Alliance
Michael Sumpter

Inspection Status
Results are projected

Wesley Lamb PSH- 350 Mid Ext
350 Mid Ext

Builder

Framed Floor Library List

Name	Effective R-value
12" Uninsulated Adiabatic Floor	1.67

Rim Joist

Name	Library Type	Surface Area	Location
Exterior	R-26.0	63.0 ft²	Exposed Exterior

Rim Joist Library List

Name	Effective Insulation R-value
R-26.0	26.00

Wall

Name	Library Type	Surface Color	Surface Area	Location
Adiabatic	R-11 Gr III, Wood, 2x4x16, sf, 5/8" drywall	Medium	396.0 ft²	Conditioned Space (Adiabatic)
Exterior	R-21 Gr I + R-5 Cont, Wood, 2x6x16, sf, fiber cement	Medium	378.0 ft²	Exposed Exterior

Wall Library List

Name	Effective R-value
R-11 Gr III, Wood, 2x4x16, sf, 5/8" drywall	9.596
R-21 Gr I + R-5 Cont, Wood, 2x6x16, sf, fiber cement	23.412

Glazing

Name	Library Type	Wall Assignment	Foundation Wall Assignment	Is Operable	Overhang Depth	Overhang Ft To Top	Overhang Ft To Bottom	Orientation	Surface Area
WEST Window / Glass Door	U: .30, SHGC: .28	Exterior		Yes	0	0	0	Northwest	28.0 ft²

Building Summary



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Fairfax, VA 22031

Organization
Pando Alliance
Michael Sumpter

Inspection Status
Results are projected

Wesley Lamb PSH- 350 Mid Ext
350 Mid Ext

Builder

Glazing Library List

Name	Shgc	U-factor
U: .30, SHGC: .28	0.28	0.300

Skylight

None Present

Skylight Library List

None Present

Opaque Door

Name	Library Type	Wall Assignment	Foundation Wall Assignment	Emittance	Solar Absorptance	Surface Color	Surface Area	Location
Opaque Door	R-4.76	Adiabatic		0.9	0.75	Medium	20.0 ft ²	Conditioned Space (Adiabatic)

Opaque Door Library List

Name	Effective U-factor
R-4.76	0.210

Roof Insulation

Name	Library Type	Attic Exterior Area [ft ²]	Clay or Concrete Roof Tiles	Surface Color	Surface Area	Location
Ceiling	Adiabatic, Flat	399	No	Light	399.0 ft ²	Conditioned Space (Adiabatic)

Building Summary



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Pando Alliance
Michael Sumpter

Inspection Status
Results are projected

Wesley Lamb PSH- 350 Mid Ext
350 Mid Ext

Builder

Roof Insulation Library List

Name	Has Radiant Barrier	Effective R-value
Adiabatic, Flat	No	1.949

Whole House Infiltration

Infiltration	Measurement Type	Shelter Class
5.5 ACH at 50 Pa	Blower-door tested	4

Mechanical Ventilation

Ventilation Type	Ventilation Rate [ft ³ / Minute]	Operational hours per day	Fan Watts	Runs once every three hours	Energy Recovery Percent	Model Number	Manufacturer
Balanced	20 CFM	24	17.74 Watts	Yes	0		
Supply Only	10 CFM	24	8.87 Watts	Yes	0		

Lighting

% Interior Fluorescent Lighting	% Interior LED Lighting	% Exterior Fluorescent Lighting	% Exterior LED Lighting	% Garage Fluorescent Lighting	% Garage LED Lighting
0	100	0	0	0	0

Onsite Generation

None Present

Onsite Generation Library List

None Present

Building Summary



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Fairfax, VA 22031

Organization
Pando Alliance
Michael Sumpter

Inspection Status
Results are projected

Wesley Lamb PSH- 350 Mid Ext
350 Mid Ext

Builder

Solar Generation

None Present

Dehumidifier

None Present

Dehumidifier Library List

None Present

Whole House Fan

None Present

Whole House Fan Library List

None Present

Conditioning Equipment

Name	Library Type	Serial Number	Heating Percent Load	Cooling Percent Load	Hot Water Percent Load	Location
DOAS	DOAS 9.7 EER, 3.2 COP		74%	6%	0%	Conditioned Space
Heating/Cooling Equipment	ASHP, 18K, 16.2seer2, 8.5hspf2, ECM		26%	94%	0%	Conditioned Space
Water Heater	DHW, Elec, 50 Gal, 0.93 UEF		0%	0%	100%	Conditioned Space

Building Summary



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Inspection Status
Results are projected

Wesley Lamb PSH- 350 Mid Ext
350 Mid Ext

Builder

Equipment Type: ASHP, 18K, 16.2seer2, 8.5hspf2, ECM

Equipment Type	Air Source Heat Pump
Fuel Type	Electric
Distribution Type	Forced Air
Motor Type	ECM (Variable Speed)
Heat Pump System Type	Split System
Heating Efficiency	8.5 HSPF2
Heating Capacity [kBtu/h]	16.8
Backup Fuel Type	Electric
Switchover Temperature [°F]	0
Backup Heating Efficiency	1 COP
Use default Supplemental Heat	Yes
Cooling Efficiency	16.2 SEER2
Cooling Capacity [kBtu/h]	18

Equipment Type: DHW, Elec, 50 Gal, 0.93 UEF

Equipment Type	Residential Water Heater
Fuel Type	Electric
Distribution Type	Hydronic Delivery (Radiant)
Hot Water Efficiency	0.93 UEF
Tank Capacity (gal.)	50

Equipment Type: DOAS 9.7 EER, 3.2 COP

Equipment Type	Air Source Heat Pump
Fuel Type	Electric
Distribution Type	Forced Air
Motor Type	ECM (Variable Speed)
Heating Efficiency	3.2 COP
Heating Capacity [kBtu/h]	70
Backup Fuel Type	Electric
Switchover Temperature [°F]	0
Backup Heating Efficiency	1 Adjusted Efficiency
Use default Supplemental Heat	Yes
Cooling Efficiency	9.7 EER
Cooling Capacity [kBtu/h]	70

Building Summary



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Organization
Pando Alliance
Michael Sumpter

Inspection Status
Results are projected

Wesley Lamb PSH- 350 Mid Ext
350 Mid Ext

Builder

Distribution System

Distribution Type	Forced Air
Heating Equipment	Heating/Cooling Equipment
Cooling Equipment	Heating/Cooling Equipment
Sq. Feet Served	399
# Return Grilles	1
Supply Duct R Value	6
Return Duct R Value	6
Supply Duct Area [ft ²]	107.73
Return Duct Area [ft ²]	19.95
Leakage to Outdoors	2 CFM25 / 100 ft ²
Total Leakage	31.92 CFM25
Total Leakage Duct Test Conditions	Post-Construction
Use Default Flow Rate	Yes
Duct 1	
Duct Location	Conditioned Space
Percent Supply Area	100
Percent Return Area	100
Duct 2	
Duct Location	Conditioned Space
Percent Supply Area	0
Percent Return Area	0
Duct 3	
Duct Location	Conditioned Space
Percent Supply Area	0
Percent Return Area	0
Duct 4	
Duct Location	Conditioned Space
Percent Supply Area	0
Percent Return Area	0
Duct 5	
Duct Location	Conditioned Space
Percent Supply Area	0
Percent Return Area	0
Duct 6	
Duct Location	Conditioned Space
Percent Supply Area	0
Percent Return Area	0

Distribution System

Distribution Type	Forced Air Ductless
Heating Equipment	DOAS
Cooling Equipment	DOAS
Is All Equipment In Conditioned Space	Yes
Leakage Default	HERS Default Leakage
Duct System Efficiency	1

HVAC Grading

HVAC Grading Not Conducted

Building Summary



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Fairfax, VA 22031

Organization
Pando Alliance
Michael Sumpter

Inspection Status
Results are projected

Wesley Lamb PSH- 350 Mid Ext
350 Mid Ext

Builder

Ceiling Fan

Has Ceiling Fan	No
Cfm Per Watt	70.42253521

Water Distribution

Water Fixture Type	Low-flow
Use Default Hot Water Pipe Length	No
Hot Water Pipe Length [ft]	33
At Least R3 Pipe Insulation?	Yes
Hot Water Recirculation System?	No
Recirculation System Pipe Loop Length [ft]	170
Drain Water Heat Recovery?	No

Clothes Dryer

Cef	3.01
Fuel Type	Electric
Field Utilization	Moisture Sensing
Is Outside Conditioned Space	No
Clothes Dryer Available	Yes
Defaults Type	HERS Reference

Clothes Washer

Label Energy Rating	152 kWh/Year
Annual Gas Cost	\$12.00
Electric Rate	\$0.12/kWh
Gas Rate	\$1.09/Therm
Capacity	4.2
Imef	2.06
Defaults Type	ENERGY STAR
Load Type	Front-load
Loads Per Week	6
Is Outside Conditioned Space	No
Clothes Washer Available	Yes

Dishwasher

Dishwasher Efficiency	270 kWh
Dishwasher Size	Standard
Annual Gas Cost	\$33.12
Electric Rate	\$0.12/kWh
Gas Rate	\$1.09/Therm
Is Outside Conditioned Space	No

Building Summary



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Michael Sumpter

Inspection Status
Results are projected

Wesley Lamb PSH- 350 Mid Ext
350 Mid Ext

Builder

Appliances and Controls

Programmable thermostat?	Yes
Range/Oven Fuel	Electric
Convection Oven?	No
Induction Range?	No
Range/Oven Outside Conditioned Space?	No
Refrigerator Consumption	400 kWh/Year
Refrigerator Outside Conditioned Space?	No

Notes

Fuel Summary



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Pando Alliance
Michael Sumpter

Inspection Status
Results are projected

Wesley Lamb PSH- 350 Top Ext
350 Top Ext

Builder

Annual Energy Cost

Electric	\$820
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Annual End-Use Cost

Heating	\$118
Cooling	\$44
Water Heating	\$174
Lights & Appliances	\$382
Onsite Generation	-\$0
Service Charges	\$102
Total	\$820

Annual End-Use Consumption

Heating [Electric kWh]	897.5
Cooling [Electric kWh]	265.6
Hot Water [Electric kWh]	1,227.3
Lights & Appliances [Electric kWh]	2,645.9
Total [Electric kWh]	5,036.2
Total Onsite Generation [Electric kWh]	0.0

Peak Electric Consumption

Peak Winter kW	0.92
Peak Summer kW	0.82

Utility Rates

Electricity	PEPCO Electric 2022.07.26
Natural Gas	Washington Gas 2022.02.01

Building Summary



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Organization
Pando Alliance
Michael Sumpter

Inspection Status
Results are projected

Wesley Lamb PSH- 350 Top Ext
350 Top Ext

Builder

General Building Information

Number Of Bedrooms	1
Number Of Floors	1
Conditioned Floor Area [sq. ft.]	406
Has Electric Vehicle Ready Space	No
Unconditioned, attached garage?	No
Conditioned Volume [cu. ft.]	3,654
Total Units in Building	2
Residence Type	Apartment, end unit
Number of Floors in Building	5
Floor Number	5
Model	
Community	
RESNET/IECC 2006-2018 Climate Zone	4A
IECC 2021 Climate Zone	4A

Foundation Wall

None Present

Foundation Wall Library List

None Present

Slab

None Present

Slab Library List

None Present

Framed Floor

Name	Library Type	Carpet R	Floor Grade	Surface Area	Location
Adiabatic	12" Uninsulated Adiabatic Floor	0.5	Above Grade	406.0 ft²	Conditioned Space (Adiabatic)

Building Summary



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Organization
Pando Alliance
Michael Sumpter

Inspection Status
Results are projected

Wesley Lamb PSH- 350 Top Ext
350 Top Ext

Builder

Framed Floor Library List

Name	Effective R-value
12" Uninsulated Adiabatic Floor	1.67

Rim Joist

None Present

Rim Joist Library List

None Present

Wall

Name	Library Type	Surface Color	Surface Area	Location
Adiabatic	R-11 Gr III, Wood, 2x4x16, sf, 5/8" drywall	Medium	396.0 ft ²	Conditioned Space (Adiabatic)
Exterior	R-21 Gr I + R-5 Cont, Wood, 2x6x16, sf, fiber cement	Medium	405.0 ft ²	Exposed Exterior

Wall Library List

Name	Effective R-value
R-11 Gr III, Wood, 2x4x16, sf, 5/8" drywall	9.596
R-21 Gr I + R-5 Cont, Wood, 2x6x16, sf, fiber cement	23.412

Glazing

Name	Library Type	Wall Assignment	Foundation Wall Assignment	Is Operable	Overhang Depth	Overhang Ft To Top	Overhang Ft To Bottom	Orientation	Surface Area
SOUTH Window / Glass Door	U: .30, SHGC: .28	Exterior		Yes	0	0	0	Northwest	68.0 ft ²
WEST Window / Glass Door	U: .30, SHGC: .28	Exterior		Yes	0	0	0	Northeast	14.0 ft ²

Building Summary



Property
9640 Fairfax Blvd
Fairfax, VA 22031

Organization
Pando Alliance
Michael Sumpter

Inspection Status
Results are projected

Wesley Lamb PSH- 350 Top Ext
350 Top Ext

Builder

Glazing Library List

Name	Shgc	U-factor
U: .30, SHGC: .28	0.28	0.300

Skylight

None Present

Skylight Library List

None Present

Opaque Door

Name	Library Type	Wall Assignment	Foundation Wall Assignment	Emittance	Solar Absorptance	Surface Color	Surface Area	Location
Opaque Door	R-4.76	Adiabatic		0.9	0.75	Medium	20.0 ft ²	Conditioned Space (Adiabatic)

Opaque Door Library List

Name	Effective U-factor
R-4.76	0.210

Roof Insulation

Name	Library Type	Attic Exterior Area [ft ²]	Clay or Concrete Roof Tiles	Surface Color	Surface Area	Location
Roof	Z_R-40, Rigid, Above Deck	406	No	Light	406.0 ft ²	Vaulted Roof

Building Summary



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Pando Alliance
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Results are projected

Wesley Lamb PSH- 350 Top Ext
350 Top Ext

Builder

Roof Insulation Library List

Name	Has Radiant Barrier	Effective R-value
Z_R-40, Rigid, Above Deck	No	42.63

Whole House Infiltration

Infiltration	Measurement Type	Shelter Class
5.5 ACH at 50 Pa	Blower-door tested	4

Mechanical Ventilation

Ventilation Type	Ventilation Rate [ft ³ / Minute]	Operational hours per day	Fan Watts	Runs once every three hours	Energy Recovery Percent	Model Number	Manufacturer
Balanced	20 CFM	24	17.74 Watts	Yes	0		
Supply Only	10 CFM	24	8.87 Watts	Yes	0		

Lighting

% Interior Fluorescent Lighting	% Interior LED Lighting	% Exterior Fluorescent Lighting	% Exterior LED Lighting	% Garage Fluorescent Lighting	% Garage LED Lighting
0	100	0	0	0	0

Onsite Generation

None Present

Onsite Generation Library List

None Present

Building Summary



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Pando Alliance
Michael Sumpter

Inspection Status
Results are projected

Wesley Lamb PSH- 350 Top Ext
350 Top Ext

Builder

Solar Generation

None Present

Dehumidifier

None Present

Dehumidifier Library List

None Present

Whole House Fan

None Present

Whole House Fan Library List

None Present

Conditioning Equipment

Name	Library Type	Serial Number	Heating Percent Load	Cooling Percent Load	Hot Water Percent Load	Location
DOAS	DOAS 9.7 EER, 3.2 COP		55%	2%	0%	Conditioned Space
Heating/Cooling Equipment	ASHP, 18K, 16.2seer2, 8.5hspf2, ECM		45%	98%	0%	Conditioned Space
Water Heater	DHW, Elec, 50 Gal, 0.93 UEF		0%	0%	100%	Conditioned Space

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Results are projected

Wesley Lamb PSH- 350 Top Ext
350 Top Ext

Builder

Equipment Type: ASHP, 18K, 16.2seer2, 8.5hspf2, ECM

Equipment Type	Air Source Heat Pump
Fuel Type	Electric
Distribution Type	Forced Air
Motor Type	ECM (Variable Speed)
Heat Pump System Type	Split System
Heating Efficiency	8.5 HSPF2
Heating Capacity [kBtu/h]	16.8
Backup Fuel Type	Electric
Switchover Temperature [°F]	0
Backup Heating Efficiency	1 COP
Use default Supplemental Heat	Yes
Cooling Efficiency	16.2 SEER2
Cooling Capacity [kBtu/h]	18

Equipment Type: DHW, Elec, 50 Gal, 0.93 UEF

Equipment Type	Residential Water Heater
Fuel Type	Electric
Distribution Type	Hydronic Delivery (Radiant)
Hot Water Efficiency	0.93 UEF
Tank Capacity (gal.)	50

Equipment Type: DOAS 9.7 EER, 3.2 COP

Equipment Type	Air Source Heat Pump
Fuel Type	Electric
Distribution Type	Forced Air
Motor Type	ECM (Variable Speed)
Heating Efficiency	3.2 COP
Heating Capacity [kBtu/h]	70
Backup Fuel Type	Electric
Switchover Temperature [°F]	0
Backup Heating Efficiency	1 Adjusted Efficiency
Use default Supplemental Heat	Yes
Cooling Efficiency	9.7 EER
Cooling Capacity [kBtu/h]	70

Building Summary



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Results are projected

Wesley Lamb PSH- 350 Top Ext
350 Top Ext

Builder

Distribution System

Distribution Type	Forced Air
Heating Equipment	Heating/Cooling Equipment
Cooling Equipment	Heating/Cooling Equipment
Sq. Feet Served	406
# Return Grilles	1
Supply Duct R Value	6
Return Duct R Value	6
Supply Duct Area [ft ²]	109.62
Return Duct Area [ft ²]	20.3
Leakage to Outdoors	20 CFM @ 25Pa (4.93 / 100 ft ²)
Total Leakage	80 CFM25
Total Leakage Duct Test Conditions	Post-Construction
Use Default Flow Rate	Yes
Duct 1	
Duct Location	Conditioned Space
Percent Supply Area	100
Percent Return Area	100
Duct 2	
Duct Location	Conditioned Space
Percent Supply Area	0
Percent Return Area	0
Duct 3	
Duct Location	Conditioned Space
Percent Supply Area	0
Percent Return Area	0
Duct 4	
Duct Location	Conditioned Space
Percent Supply Area	0
Percent Return Area	0
Duct 5	
Duct Location	Conditioned Space
Percent Supply Area	0
Percent Return Area	0
Duct 6	
Duct Location	Conditioned Space
Percent Supply Area	0
Percent Return Area	0

Distribution System

Distribution Type	Forced Air Ductless
Heating Equipment	DOAS
Cooling Equipment	DOAS
Is All Equipment In Conditioned Space	Yes
Leakage Default	HERS Default Leakage
Duct System Efficiency	1

HVAC Grading

HVAC Grading Not Conducted

Building Summary



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Pando Alliance
Michael Sumpter

Inspection Status
Results are projected

Wesley Lamb PSH- 350 Top Ext
350 Top Ext

Builder

Ceiling Fan

Has Ceiling Fan	No
Cfm Per Watt	70.42253521

Water Distribution

Water Fixture Type	Low-flow
Use Default Hot Water Pipe Length	No
Hot Water Pipe Length [ft]	33
At Least R3 Pipe Insulation?	Yes
Hot Water Recirculation System?	No
Recirculation System Pipe Loop Length [ft]	170
Drain Water Heat Recovery?	No

Clothes Dryer

Cef	3.01
Fuel Type	Electric
Field Utilization	Moisture Sensing
Is Outside Conditioned Space	No
Clothes Dryer Available	Yes
Defaults Type	HERS Reference

Clothes Washer

Label Energy Rating	152 kWh/Year
Annual Gas Cost	\$12.00
Electric Rate	\$0.12/kWh
Gas Rate	\$1.09/Therm
Capacity	4.2
Imef	2.06
Defaults Type	ENERGY STAR
Load Type	Front-load
Loads Per Week	6
Is Outside Conditioned Space	No
Clothes Washer Available	Yes

Dishwasher

Dishwasher Efficiency	270 kWh
Dishwasher Size	Standard
Annual Gas Cost	\$33.12
Electric Rate	\$0.12/kWh
Gas Rate	\$1.09/Therm
Is Outside Conditioned Space	No

Building Summary



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Inspection Status
Results are projected

Wesley Lamb PSH- 350 Top Ext
350 Top Ext

Builder

Appliances and Controls

Programmable thermostat?	Yes
Range/Oven Fuel	Electric
Convection Oven?	No
Induction Range?	No
Range/Oven Outside Conditioned Space?	No
Refrigerator Consumption	400 kWh/Year
Refrigerator Outside Conditioned Space?	No

Notes

Fuel Summary



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Michael Sumpter

Inspection Status
Results are projected

Wesley Lamb PSH- 550 Top Ext
550 Top Ext

Builder

Annual Energy Cost

Electric	\$918
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Annual End-Use Cost

Heating	\$143
Cooling	\$47
Water Heating	\$175
Lights & Appliances	\$451
Onsite Generation	-\$0
Service Charges	\$102
Total	\$918

Annual End-Use Consumption

Heating [Electric kWh]	1,084.9
Cooling [Electric kWh]	281.7
Hot Water [Electric kWh]	1,236.4
Lights & Appliances [Electric kWh]	3,122.7
Total [Electric kWh]	5,725.7
Total Onsite Generation [Electric kWh]	0.0

Peak Electric Consumption

Peak Winter kW	1.03
Peak Summer kW	0.91

Utility Rates

Electricity	PEPCO Electric 2022.07.26
Natural Gas	Washington Gas 2022.02.01

Building Summary



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Pando Alliance
Michael Sumpter

Inspection Status
Results are projected

Wesley Lamb PSH- 550 Top Ext
550 Top Ext

Builder

General Building Information

Number Of Bedrooms	1
Number Of Floors	1
Conditioned Floor Area [sq. ft.]	601
Has Electric Vehicle Ready Space	No
Unconditioned, attached garage?	No
Conditioned Volume [cu. ft.]	6,310.5
Total Units in Building	1
Residence Type	Apartment, end unit
Number of Floors in Building	5
Floor Number	5
Model	
Community	
RESNET/IECC 2006-2018 Climate Zone	4A
IECC 2021 Climate Zone	4A

Foundation Wall

None Present

Foundation Wall Library List

None Present

Slab

None Present

Slab Library List

None Present

Framed Floor

Name	Library Type	Carpet R	Floor Grade	Surface Area	Location
Adiabatic	12" Uninsulated Adiabatic Floor	0.5	Above Grade	601.0 ft²	Conditioned Space (Adiabatic)

Building Summary



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Inspection Status
Results are projected

Wesley Lamb PSH- 550 Top Ext
550 Top Ext

Builder

Framed Floor Library List

Name	Effective R-value
12" Uninsulated Adiabatic Floor	1.67

Rim Joist

None Present

Rim Joist Library List

None Present

Wall

Name	Library Type	Surface Color	Surface Area	Location
Adiabatic	R-11 Gr III, Wood, 2x4x16, sf, 5/8" drywall	Medium	468.0 ft ²	Conditioned Space (Adiabatic)
Exterior	R-21 Gr I + R-5 Cont, Wood, 2x6x16, sf, fiber cement	Medium	450.0 ft ²	Exposed Exterior

Wall Library List

Name	Effective R-value
R-11 Gr III, Wood, 2x4x16, sf, 5/8" drywall	9.596
R-21 Gr I + R-5 Cont, Wood, 2x6x16, sf, fiber cement	23.412

Glazing

Name	Library Type	Wall Assignment	Foundation Wall Assignment	Is Operable	Overhang Depth	Overhang Ft To Top	Overhang Ft To Bottom	Orientation	Surface Area
WEST Window / Glass Door	U: .30, SHGC: .28	Exterior		Yes	0	0	0	West	39.5 ft ²

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Inspection Status
Results are projected

Wesley Lamb PSH- 550 Top Ext
550 Top Ext

Builder

Glazing Library List

Name	Shgc	U-factor
U: .30, SHGC: .28	0.28	0.300

Skylight

None Present

Skylight Library List

None Present

Opaque Door

Name	Library Type	Wall Assignment	Foundation Wall Assignment	Emittance	Solar Absorptance	Surface Color	Surface Area	Location
Opaque Door	R-4.76	Adiabatic		0.9	0.75	Medium	20.0 ft ²	Conditioned Space (Adiabatic)

Opaque Door Library List

Name	Effective U-factor
R-4.76	0.210

Roof Insulation

Name	Library Type	Attic Exterior Area [ft ²]	Clay or Concrete Roof Tiles	Surface Color	Surface Area	Location
Roof	Z_R-40, Rigid, Above Deck	601	No	Light	601.0 ft ²	Vaulted Roof

Building Summary



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Results are projected

Wesley Lamb PSH- 550 Top Ext
550 Top Ext

Builder

Roof Insulation Library List

Name	Has Radiant Barrier	Effective R-value
Z_R-40, Rigid, Above Deck	No	42.63

Whole House Infiltration

Infiltration	Measurement Type	Shelter Class
5.5 ACH at 50 Pa	Blower-door tested	4

Mechanical Ventilation

Ventilation Type	Ventilation Rate [ft ³ / Minute]	Operational hours per day	Fan Watts	Runs once every three hours	Energy Recovery Percent	Model Number	Manufacturer
Balanced	30 CFM	24	44 Watts	Yes	0		
Supply Only	10 CFM	24	11 Watts	Yes	0		

Lighting

% Interior Fluorescent Lighting	% Interior LED Lighting	% Exterior Fluorescent Lighting	% Exterior LED Lighting	% Garage Fluorescent Lighting	% Garage LED Lighting
0	100	0	0	0	0

Onsite Generation

None Present

Onsite Generation Library List

None Present

Building Summary



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Inspection Status
Results are projected

Wesley Lamb PSH- 550 Top Ext
550 Top Ext

Builder

Solar Generation

None Present

Dehumidifier

None Present

Dehumidifier Library List

None Present

Whole House Fan

None Present

Whole House Fan Library List

None Present

Conditioning Equipment

Name	Library Type	Serial Number	Heating Percent Load	Cooling Percent Load	Hot Water Percent Load	Location
DOAS	DOAS 9.7 EER, 3.2 COP		58%	1%	0%	Conditioned Space
Heating/Cooling Equipment	ASHP, 18K, 16.2seer2, 8.5hspf2, ECM		42%	99%	0%	Conditioned Space
Water Heater	DHW, Elec, 50 Gal, 0.93 UEF		0%	0%	100%	Conditioned Space

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Results are projected

Wesley Lamb PSH- 550 Top Ext
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Builder

Equipment Type: ASHP, 18K, 16.2seer2, 8.5hspf2, ECM

Equipment Type	Air Source Heat Pump
Fuel Type	Electric
Distribution Type	Forced Air
Motor Type	ECM (Variable Speed)
Heat Pump System Type	Split System
Heating Efficiency	8.5 HSPF2
Heating Capacity [kBtu/h]	16.8
Backup Fuel Type	Electric
Switchover Temperature [°F]	0
Backup Heating Efficiency	1 COP
Use default Supplemental Heat	Yes
Cooling Efficiency	16.2 SEER2
Cooling Capacity [kBtu/h]	18

Equipment Type: DHW, Elec, 50 Gal, 0.93 UEF

Equipment Type	Residential Water Heater
Fuel Type	Electric
Distribution Type	Hydronic Delivery (Radiant)
Hot Water Efficiency	0.93 UEF
Tank Capacity (gal.)	50

Equipment Type: DOAS 9.7 EER, 3.2 COP

Equipment Type	Air Source Heat Pump
Fuel Type	Electric
Distribution Type	Forced Air
Motor Type	ECM (Variable Speed)
Heating Efficiency	3.2 COP
Heating Capacity [kBtu/h]	70
Backup Fuel Type	Electric
Switchover Temperature [°F]	0
Backup Heating Efficiency	1 Adjusted Efficiency
Use default Supplemental Heat	Yes
Cooling Efficiency	9.7 EER
Cooling Capacity [kBtu/h]	70

Building Summary



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Pando Alliance
Michael Sumpter

Inspection Status
Results are projected

Wesley Lamb PSH- 550 Top Ext
550 Top Ext

Builder

Distribution System

Distribution Type	Forced Air
Heating Equipment	Heating/Cooling Equipment
Cooling Equipment	Heating/Cooling Equipment
Sq. Feet Served	601
# Return Grilles	1
Supply Duct R Value	6
Return Duct R Value	6
Supply Duct Area [ft ²]	162.27
Return Duct Area [ft ²]	30.05
Leakage to Outdoors	20 CFM @ 25Pa (3.33 / 100 ft ²)
Total Leakage	80 CFM25
Total Leakage Duct Test Conditions	Post-Construction
Use Default Flow Rate	Yes
Duct 1	
Duct Location	Conditioned Space
Percent Supply Area	100
Percent Return Area	100
Duct 2	
Duct Location	Conditioned Space
Percent Supply Area	0
Percent Return Area	0
Duct 3	
Duct Location	Conditioned Space
Percent Supply Area	0
Percent Return Area	0
Duct 4	
Duct Location	Conditioned Space
Percent Supply Area	0
Percent Return Area	0
Duct 5	
Duct Location	Conditioned Space
Percent Supply Area	0
Percent Return Area	0
Duct 6	
Duct Location	Conditioned Space
Percent Supply Area	0
Percent Return Area	0

Distribution System

Distribution Type	Forced Air Ductless
Heating Equipment	DOAS
Cooling Equipment	DOAS
Is All Equipment In Conditioned Space	Yes
Leakage Default	HERS Default Leakage
Duct System Efficiency	1

HVAC Grading

HVAC Grading Not Conducted

Building Summary



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Inspection Status
Results are projected

Wesley Lamb PSH- 550 Top Ext
550 Top Ext

Builder

Ceiling Fan

Has Ceiling Fan	No
Cfm Per Watt	70.42253521

Water Distribution

Water Fixture Type	Low-flow
Use Default Hot Water Pipe Length	No
Hot Water Pipe Length [ft]	40
At Least R3 Pipe Insulation?	Yes
Hot Water Recirculation System?	No
Recirculation System Pipe Loop Length [ft]	170
Drain Water Heat Recovery?	No

Clothes Dryer

Cef	3.01
Fuel Type	Electric
Field Utilization	Moisture Sensing
Is Outside Conditioned Space	No
Clothes Dryer Available	Yes
Defaults Type	HERS Reference

Clothes Washer

Label Energy Rating	152 kWh/Year
Annual Gas Cost	\$12.00
Electric Rate	\$0.12/kWh
Gas Rate	\$1.09/Therm
Capacity	4.2
Imef	2.06
Defaults Type	ENERGY STAR
Load Type	Front-load
Loads Per Week	6
Is Outside Conditioned Space	No
Clothes Washer Available	Yes

Dishwasher

Dishwasher Efficiency	270 kWh
Dishwasher Size	Standard
Annual Gas Cost	\$33.12
Electric Rate	\$0.12/kWh
Gas Rate	\$1.09/Therm
Is Outside Conditioned Space	No

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Results are projected

Wesley Lamb PSH- 550 Top Ext
550 Top Ext

Builder

Appliances and Controls

Programmable thermostat?	Yes
Range/Oven Fuel	Electric
Convection Oven?	No
Induction Range?	No
Range/Oven Outside Conditioned Space?	No
Refrigerator Consumption	400 kWh/Year
Refrigerator Outside Conditioned Space?	No

Notes

Fuel Summary



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Michael Sumpter

Inspection Status
Results are projected

Wesley Lamb PSH - 350 Mid Int
350 Mid Int

Builder

Annual Energy Cost

Electric	\$756
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Annual End-Use Cost

Heating	\$68
Cooling	\$31
Water Heating	\$174
Lights & Appliances	\$381
Onsite Generation	-\$0
Service Charges	\$102
Total	\$756

Annual End-Use Consumption

Heating [Electric kWh]	514.5
Cooling [Electric kWh]	190.1
Hot Water [Electric kWh]	1,228.2
Lights & Appliances [Electric kWh]	2,637.7
Total [Electric kWh]	4,570.5
Total Onsite Generation [Electric kWh]	0.0

Peak Electric Consumption

Peak Winter kW	0.75
Peak Summer kW	0.77

Utility Rates

Electricity	PEPCO Electric 2022.07.26
Natural Gas	Washington Gas 2022.02.01

Building Summary



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Inspection Status
Results are projected

Wesley Lamb PSH - 350 Mid Int
350 Mid Int

Builder

General Building Information

Number Of Bedrooms	1
Number Of Floors	1
Conditioned Floor Area [sq. ft.]	399
Has Electric Vehicle Ready Space	No
Unconditioned, attached garage?	No
Conditioned Volume [cu. ft.]	4,190
Total Units in Building	28
Residence Type	Apartment, inside unit
Number of Floors in Building	5
Floor Number	3
Model	
Community	
RESNET/IECC 2006-2018 Climate Zone	4A
IECC 2021 Climate Zone	4A

Foundation Wall

None Present

Foundation Wall Library List

None Present

Slab

None Present

Slab Library List

None Present

Framed Floor

Name	Library Type	Carpet R	Floor Grade	Surface Area	Location
Adiabatic	12" Uninsulated Adiabatic Floor	0.5	Above Grade	370.0 ft ²	Conditioned Space (Adiabatic)

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Results are projected

Wesley Lamb PSH - 350 Mid Int
350 Mid Int

Builder

Framed Floor Library List

Name	Effective R-value
12" Uninsulated Adiabatic Floor	1.67

Rim Joist

Name	Library Type	Surface Area	Location
Exterior	R-25.0	21.0 ft²	Exposed Exterior

Rim Joist Library List

Name	Effective Insulation R-value
R-25.0	25.00

Wall

Name	Library Type	Surface Color	Surface Area	Location
Adiabatic	R-11 Gr III, Wood, 2x4x16, sf, 5/8" drywall	Medium	621.0 ft²	Conditioned Space (Adiabatic)
Exterior	R-21 Gr I + R-5 Cont, Wood, 2x6x16, sf, fiber cement	Medium	126.0 ft²	Exposed Exterior

Wall Library List

Name	Effective R-value
R-11 Gr III, Wood, 2x4x16, sf, 5/8" drywall	9.596
R-21 Gr I + R-5 Cont, Wood, 2x6x16, sf, fiber cement	23.412

Glazing

Name	Library Type	Wall Assignment	Foundation Wall Assignment	Is Operable	Overhang Depth	Overhang Ft To Top	Overhang Ft To Bottom	Orientation	Surface Area
WEST Window / Glass Door	U: .30, SHGC: .28	Exterior		Yes	0	0	0	Northwest	28.0 ft²

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Results are projected

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350 Mid Int

Builder

Glazing Library List

Name	Shgc	U-factor
U: .30, SHGC: .28	0.28	0.300

Skylight

None Present

Skylight Library List

None Present

Opaque Door

Name	Library Type	Wall Assignment	Foundation Wall Assignment	Emittance	Solar Absorptance	Surface Color	Surface Area	Location
Opaque Door	R-4.76	Adiabatic		0.9	0.75	Medium	20.0 ft ²	Conditioned Space (Adiabatic)

Opaque Door Library List

Name	Effective U-factor
R-4.76	0.210

Roof Insulation

Name	Library Type	Attic Exterior Area [ft ²]	Clay or Concrete Roof Tiles	Surface Color	Surface Area	Location
Ceiling	Adiabatic, Flat	370	No	Light	370.0 ft ²	Conditioned Space (Adiabatic)

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Results are projected

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350 Mid Int

Builder

Roof Insulation Library List

Name	Has Radiant Barrier	Effective R-value
Adiabatic, Flat	No	1.949

Whole House Infiltration

Infiltration	Measurement Type	Shelter Class
5.5 ACH at 50 Pa	Blower-door tested	4

Mechanical Ventilation

Ventilation Type	Ventilation Rate [ft ³ / Minute]	Operational hours per day	Fan Watts	Runs once every three hours	Energy Recovery Percent	Model Number	Manufacturer
Balanced	20 CFM	24	17.74 Watts	Yes	0		
Supply Only	10 CFM	24	8.87 Watts	Yes	0		

Lighting

% Interior Fluorescent Lighting	% Interior LED Lighting	% Exterior Fluorescent Lighting	% Exterior LED Lighting	% Garage Fluorescent Lighting	% Garage LED Lighting
0	100	0	0	0	0

Onsite Generation

None Present

Onsite Generation Library List

None Present

Building Summary



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Pando Alliance
Michael Sumpter

Inspection Status
Results are projected

Wesley Lamb PSH - 350 Mid Int
350 Mid Int

Builder

Solar Generation

None Present

Dehumidifier

None Present

Dehumidifier Library List

None Present

Whole House Fan

None Present

Whole House Fan Library List

None Present

Conditioning Equipment

Name	Library Type	Serial Number	Heating Percent Load	Cooling Percent Load	Hot Water Percent Load	Location
DOAS	DOAS 9.7 EER, 3.2 COP		95%	9%	0%	Conditioned Space
Heating/Cooling Equipment	ASHP, 18K, 16.2seer2, 8.5hspf2, ECM		5%	91%	0%	Conditioned Space
Water Heater	DHW, Elec, 50 Gal, 0.93 UEF		0%	0%	100%	Conditioned Space

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Inspection Status
Results are projected

Wesley Lamb PSH - 350 Mid Int
350 Mid Int

Builder

Equipment Type: ASHP, 18K, 16.2seer2, 8.5hspf2, ECM

Equipment Type	Air Source Heat Pump
Fuel Type	Electric
Distribution Type	Forced Air
Motor Type	ECM (Variable Speed)
Heat Pump System Type	Split System
Heating Efficiency	8.5 HSPF2
Heating Capacity [kBtu/h]	16.8
Backup Fuel Type	Electric
Switchover Temperature [°F]	0
Backup Heating Efficiency	1 COP
Use default Supplemental Heat	Yes
Cooling Efficiency	16.2 SEER2
Cooling Capacity [kBtu/h]	18

Equipment Type: DHW, Elec, 50 Gal, 0.93 UEF

Equipment Type	Residential Water Heater
Fuel Type	Electric
Distribution Type	Hydronic Delivery (Radiant)
Hot Water Efficiency	0.93 UEF
Tank Capacity (gal.)	50

Equipment Type: DOAS 9.7 EER, 3.2 COP

Equipment Type	Air Source Heat Pump
Fuel Type	Electric
Distribution Type	Forced Air
Motor Type	ECM (Variable Speed)
Heating Efficiency	3.2 COP
Heating Capacity [kBtu/h]	70
Backup Fuel Type	Electric
Switchover Temperature [°F]	0
Backup Heating Efficiency	1 Adjusted Efficiency
Use default Supplemental Heat	Yes
Cooling Efficiency	9.7 EER
Cooling Capacity [kBtu/h]	70

Building Summary



Property
9640 Fairfax Blvd
Fairfax, VA 22031

Organization
Pando Alliance
Michael Sumpter

Inspection Status
Results are projected

Wesley Lamb PSH - 350 Mid Int
350 Mid Int

Builder

Distribution System

Distribution Type	Forced Air
Heating Equipment	Heating/Cooling Equipment
Cooling Equipment	Heating/Cooling Equipment
Sq. Feet Served	399
# Return Grilles	1
Supply Duct R Value	6
Return Duct R Value	6
Supply Duct Area [ft ²]	107.73
Return Duct Area [ft ²]	19.95
Leakage to Outdoors	20 CFM @ 25Pa (5.01 / 100 ft ²)
Total Leakage	80 CFM25
Total Leakage Duct Test Conditions	Post-Construction
Use Default Flow Rate	Yes
Duct 1	
Duct Location	Conditioned Space
Percent Supply Area	100
Percent Return Area	100
Duct 2	
Duct Location	Conditioned Space
Percent Supply Area	0
Percent Return Area	0
Duct 3	
Duct Location	Conditioned Space
Percent Supply Area	0
Percent Return Area	0
Duct 4	
Duct Location	Conditioned Space
Percent Supply Area	0
Percent Return Area	0
Duct 5	
Duct Location	Conditioned Space
Percent Supply Area	0
Percent Return Area	0
Duct 6	
Duct Location	Conditioned Space
Percent Supply Area	0
Percent Return Area	0

Distribution System

Distribution Type	Forced Air Ductless
Heating Equipment	DOAS
Cooling Equipment	DOAS
Is All Equipment In Conditioned Space	Yes
Leakage Default	HERS Default Leakage
Duct System Efficiency	1

HVAC Grading

HVAC Grading Not Conducted

Building Summary



Property
9640 Fairfax Blvd
Fairfax, VA 22031

Organization
Pando Alliance
Michael Sumpter

Inspection Status
Results are projected

Wesley Lamb PSH - 350 Mid Int
350 Mid Int

Builder

Ceiling Fan

Has Ceiling Fan	No
Cfm Per Watt	70.42253521

Water Distribution

Water Fixture Type	Low-flow
Use Default Hot Water Pipe Length	No
Hot Water Pipe Length [ft]	33
At Least R3 Pipe Insulation?	Yes
Hot Water Recirculation System?	No
Recirculation System Pipe Loop Length [ft]	170
Drain Water Heat Recovery?	No

Clothes Dryer

Cef	3.01
Fuel Type	Electric
Field Utilization	Moisture Sensing
Is Outside Conditioned Space	No
Clothes Dryer Available	Yes
Defaults Type	HERS Reference

Clothes Washer

Label Energy Rating	152 kWh/Year
Annual Gas Cost	\$12.00
Electric Rate	\$0.12/kWh
Gas Rate	\$1.09/Therm
Capacity	4.2
Imef	2.06
Defaults Type	ENERGY STAR
Load Type	Front-load
Loads Per Week	6
Is Outside Conditioned Space	No
Clothes Washer Available	Yes

Dishwasher

Dishwasher Efficiency	270 kWh
Dishwasher Size	Standard
Annual Gas Cost	\$33.12
Electric Rate	\$0.12/kWh
Gas Rate	\$1.09/Therm
Is Outside Conditioned Space	No

Building Summary



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9640 Fairfax Blvd
Fairfax, VA 22031

Organization
Pando Alliance
Michael Sumpter

Inspection Status
Results are projected

Wesley Lamb PSH - 350 Mid Int
350 Mid Int

Builder

Appliances and Controls

Programmable thermostat?	Yes
Range/Oven Fuel	Electric
Convection Oven?	No
Induction Range?	No
Range/Oven Outside Conditioned Space?	No
Refrigerator Consumption	400 kWh/Year
Refrigerator Outside Conditioned Space?	No

Notes

ENERGY STAR MF V1.1 Home Report



Property

9640 Fairfax Blvd
Fairfax, VA 22031

Organization

Pando Alliance
Michael Sumpter

Inspection Status

Results are projected

Wesley Lamb PSH - 350 Top Int
350 Top Int

Builder

Mandatory Requirements

- ✓ Duct leakage at post construction better than or equal to applicable requirements.
- ✓ Total building thermal envelope UA meets or exceeds applicable requirements.
- ✓ Slab on Grade Insulation must be > R-5, and at IECC 2009 Depth for Climate Zones 4 and above.
- ✓ Envelope insulation achieves RESNET Grade I installation, or Grade II with insulated sheathing.
- ✓ Total window thermal properties meet or exceed the applicable requirements
- ✓ Duct insulation meets the EPA minimum requirements of R-6.
- ✓ Mechanical ventilation system is installed in the home.
- ✓ Measured infiltration is better than or equal to applicable requirements.
- ✓ ENERGY STAR Checklists fully verified and complete.

ERI (HERS) Index Target

Reference Home ERI (HERS)	69
SAF (Size Adjustment Factor)	1.00
SAF Adjusted ERI (HERS) Target	<u>69</u>
As Designed Home ERI (HERS)	54
As Designed Home ERI (HERS) w/o PV	54

Normalized, Modified End-Use Loads (MBtu / year)

	ENERGY STAR	As Designed
Heating	3.0	1.7
Cooling	2.3	1.3
Water Heating	4.7	3.5
Lights and Appliances	9.6	9.0
Total	19.6	15.6



This home **MEETS** or **EXCEEDS** the energy efficiency requirements for designation as an EPA ENERGY STAR Qualified Home under Version Multifamily V1.1

Pollution Prevented

Type of Emissions	Reduction
Carbon Dioxide (CO ₂) - tons/yr	0.4

Energy Cost Savings

	\$/yr
Heating	4
Cooling	24
Water Heating	58
Lights & Appliances	23
Generation Savings	0
Total	109

The energy savings and pollution prevented are calculated by comparing the Rated Home to the ENERGY STAR Version Multifamily V1.1 Reference Home as defined in the ENERGY STAR Qualified Homes ERI (HERS) Target Procedure for National Program Requirements, Version Multifamily V1.1 promulgated by the Environmental Protection Agency (EPA). In accordance with the ANSI/RESNET/ICC 301 Standard, building inputs affecting setpoints infiltration rates, window shading and the existence of mechanical systems may have been changed prior to calculating loads

Fuel Summary



Property
9640 Fairfax Blvd
Fairfax, VA 22031

Organization
Pando Alliance
Michael Sumpter

Inspection Status
Results are projected

Wesley Lamb PSH - 550 Podium Int
550 Podium Int

Builder

Annual Energy Cost

Electric	\$867
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Annual End-Use Cost

Heating	\$125
Cooling	\$35
Water Heating	\$168
Lights & Appliances	\$436
Onsite Generation	-\$0
Service Charges	\$102
Total	\$867

Annual End-Use Consumption

Heating [Electric kWh]	947.8
Cooling [Electric kWh]	212.6
Hot Water [Electric kWh]	1,188.1
Lights & Appliances [Electric kWh]	3,019.9
Total [Electric kWh]	5,368.5
Total Onsite Generation [Electric kWh]	0.0

Peak Electric Consumption

Peak Winter kW	0.93
Peak Summer kW	0.86

Utility Rates

Electricity	PEPCO Electric 2022.07.26
Natural Gas	Washington Gas 2022.02.01

Building Summary



Property
9640 Fairfax Blvd
Fairfax, VA 22031

Organization
Pando Alliance
Michael Sumpter

Inspection Status
Results are projected

Wesley Lamb PSH - 550 Podium Int
550 Podium Int

Builder

General Building Information

Number Of Bedrooms	1
Number Of Floors	1
Conditioned Floor Area [sq. ft.]	606
Has Electric Vehicle Ready Space	No
Unconditioned, attached garage?	No
Conditioned Volume [cu. ft.]	6,363
Total Units in Building	1
Residence Type	Apartment, inside unit
Number of Floors in Building	5
Floor Number	2
Model	
Community	
RESNET/IECC 2006-2018 Climate Zone	4A
IECC 2021 Climate Zone	4A

Foundation Wall

None Present

Foundation Wall Library List

None Present

Slab

None Present

Slab Library List

None Present

Framed Floor

Name	Library Type	Carpet R	Floor Grade	Surface Area	Location
Podium Conditioned	Podium Slab R-17.2	0.5	Above Grade	358.0 ft²	Conditioned Space (Adiabatic)
Podium Unconditioned	Podium Slab R-17.2	0.5	Above Grade	248.0 ft²	Unconditioned, attached garage

Building Summary



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Pando Alliance
Michael Sumpter

Inspection Status
Results are projected

Wesley Lamb PSH - 550 Podium Int
550 Podium Int

Builder

Framed Floor Library List

Name	Effective R-value
Podium Slab R-17.2	21.15

Rim Joist

Name	Library Type	Surface Area	Location
Exterior	R-26.0	37.5 ft²	Exposed Exterior

Rim Joist Library List

Name	Effective Insulation R-value
R-26.0	26.00

Wall

Name	Library Type	Surface Color	Surface Area	Location
Adiabatic	R-11 Gr III, Wood, 2x4x16, sf, 5/8" drywall	Medium	711.0 ft²	Conditioned Space (Adiabatic)
Exterior	R-21 Gr I + R-5 Cont, Wood, 2x6x16, sf, fiber cement	Medium	225.0 ft²	Exposed Exterior

Wall Library List

Name	Effective R-value
R-11 Gr III, Wood, 2x4x16, sf, 5/8" drywall	9.596
R-21 Gr I + R-5 Cont, Wood, 2x6x16, sf, fiber cement	23.412

Glazing

Name	Library Type	Wall Assignment	Foundation Wall Assignment	Is Operable	Overhang Depth	Overhang Ft To Top	Overhang Ft To Bottom	Orientation	Surface Area
WEST Window / Glass Door	U: .30, SHGC: .28	Exterior		Yes	0	0	0	Northwest	28.0 ft²

Building Summary



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Pando Alliance
Michael Sumpter

Inspection Status
Results are projected

Wesley Lamb PSH - 550 Podium Int
550 Podium Int

Builder

Glazing Library List

Name	Shgc	U-factor
U: .30, SHGC: .28	0.28	0.300

Skylight

None Present

Skylight Library List

None Present

Opaque Door

Name	Library Type	Wall Assignment	Foundation Wall Assignment	Emittance	Solar Absorptance	Surface Color	Surface Area	Location
Opaque Door	R-4.76	Adiabatic		0.9	0.75	Medium	20.0 ft ²	Conditioned Space (Adiabatic)

Opaque Door Library List

Name	Effective U-factor
R-4.76	0.210

Roof Insulation

Name	Library Type	Attic Exterior Area [ft ²]	Clay or Concrete Roof Tiles	Surface Color	Surface Area	Location
Ceiling	Adiabatic, Flat	606	No	Light	606.0 ft ²	Conditioned Space (Adiabatic)

Building Summary



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Pando Alliance
Michael Sumpter

Inspection Status
Results are projected

Wesley Lamb PSH - 550 Podium Int
550 Podium Int

Builder

Roof Insulation Library List

Name	Has Radiant Barrier	Effective R-value
Adiabatic, Flat	No	1.949

Whole House Infiltration

Infiltration	Measurement Type	Shelter Class
5.5 ACH at 50 Pa	Blower-door tested	4

Mechanical Ventilation

Ventilation Type	Ventilation Rate [ft ³ / Minute]	Operational hours per day	Fan Watts	Runs once every three hours	Energy Recovery Percent	Model Number	Manufacturer
Balanced	30 CFM	24	44 Watts	Yes	0		
Supply Only	10 CFM	24	11 Watts	Yes	0		

Lighting

% Interior Fluorescent Lighting	% Interior LED Lighting	% Exterior Fluorescent Lighting	% Exterior LED Lighting	% Garage Fluorescent Lighting	% Garage LED Lighting
0	100	0	100	0	100

Onsite Generation

None Present

Onsite Generation Library List

None Present

Building Summary



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Pando Alliance
Michael Sumpter

Inspection Status
Results are projected

Wesley Lamb PSH - 550 Podium Int
550 Podium Int

Builder

Solar Generation

None Present

Dehumidifier

None Present

Dehumidifier Library List

None Present

Whole House Fan

None Present

Whole House Fan Library List

None Present

Conditioning Equipment

Name	Library Type	Serial Number	Heating Percent Load	Cooling Percent Load	Hot Water Percent Load	Location
DOAS	DOAS 9.7 EER, 3.2 COP		69%	4%	0%	Conditioned Space
Heating/Cooling Equipment	ASHP, 18K, 16.2seer2, 8.5hspf2, ECM		31%	96%	0%	Conditioned Space
Water Heater	DHW, Elec, 50 Gal, 0.93 UEF		0%	0%	100%	Conditioned Space

Building Summary



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Pando Alliance
Michael Sumpter

Inspection Status
Results are projected

Wesley Lamb PSH - 550 Podium Int
550 Podium Int

Builder

Equipment Type: ASHP, 18K, 16.2seer2, 8.5hspf2, ECM

Equipment Type	Air Source Heat Pump
Fuel Type	Electric
Distribution Type	Forced Air
Motor Type	ECM (Variable Speed)
Heat Pump System Type	Split System
Heating Efficiency	8.5 HSPF2
Heating Capacity [kBtu/h]	16.8
Backup Fuel Type	Electric
Switchover Temperature [°F]	0
Backup Heating Efficiency	1 COP
Use default Supplemental Heat	Yes
Cooling Efficiency	16.2 SEER2
Cooling Capacity [kBtu/h]	18

Equipment Type: DHW, Elec, 50 Gal, 0.93 UEF

Equipment Type	Residential Water Heater
Fuel Type	Electric
Distribution Type	Hydronic Delivery (Radiant)
Hot Water Efficiency	0.93 UEF
Tank Capacity (gal.)	50

Equipment Type: DOAS 9.7 EER, 3.2 COP

Equipment Type	Air Source Heat Pump
Fuel Type	Electric
Distribution Type	Forced Air
Motor Type	ECM (Variable Speed)
Heating Efficiency	3.2 COP
Heating Capacity [kBtu/h]	70
Backup Fuel Type	Electric
Switchover Temperature [°F]	0
Backup Heating Efficiency	1 Adjusted Efficiency
Use default Supplemental Heat	Yes
Cooling Efficiency	9.7 EER
Cooling Capacity [kBtu/h]	70

Building Summary



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Pando Alliance
Michael Sumpter

Inspection Status
Results are projected

Wesley Lamb PSH - 550 Podium Int
550 Podium Int

Builder

Distribution System

Distribution Type	Forced Air
Heating Equipment	Heating/Cooling Equipment
Cooling Equipment	Heating/Cooling Equipment
Sq. Feet Served	606
# Return Grilles	1
Supply Duct R Value	6
Return Duct R Value	6
Supply Duct Area [ft ²]	163.62
Return Duct Area [ft ²]	30.3
Leakage to Outdoors	20 CFM @ 25Pa (3.3 / 100 ft ²)
Total Leakage	80 CFM25
Total Leakage Duct Test Conditions	Post-Construction
Use Default Flow Rate	Yes
Duct 1	
Duct Location	Conditioned Space
Percent Supply Area	100
Percent Return Area	100
Duct 2	
Duct Location	Conditioned Space
Percent Supply Area	0
Percent Return Area	0
Duct 3	
Duct Location	Conditioned Space
Percent Supply Area	0
Percent Return Area	0
Duct 4	
Duct Location	Conditioned Space
Percent Supply Area	0
Percent Return Area	0
Duct 5	
Duct Location	Conditioned Space
Percent Supply Area	0
Percent Return Area	0
Duct 6	
Duct Location	Conditioned Space
Percent Supply Area	0
Percent Return Area	0

Distribution System

Distribution Type	Forced Air Ductless
Heating Equipment	DOAS
Cooling Equipment	DOAS
Is All Equipment In Conditioned Space	Yes
Leakage Default	HERS Default Leakage
Duct System Efficiency	1

HVAC Grading

HVAC Grading Not Conducted

Building Summary



Property
9640 Fairfax Blvd
Fairfax, VA 22031

Organization
Pando Alliance
Michael Sumpter

Inspection Status
Results are projected

Wesley Lamb PSH - 550 Podium Int
550 Podium Int

Builder

Ceiling Fan

Has Ceiling Fan	No
Cfm Per Watt	70.42253521

Water Distribution

Water Fixture Type	Low-flow
Use Default Hot Water Pipe Length	No
Hot Water Pipe Length [ft]	33
At Least R3 Pipe Insulation?	Yes
Hot Water Recirculation System?	No
Recirculation System Pipe Loop Length [ft]	170
Drain Water Heat Recovery?	No

Clothes Dryer

Cef	3.01
Fuel Type	Electric
Field Utilization	Moisture Sensing
Is Outside Conditioned Space	No
Clothes Dryer Available	Yes
Defaults Type	HERS Reference

Clothes Washer

Label Energy Rating	152 kWh/Year
Annual Gas Cost	\$12.00
Electric Rate	\$0.12/kWh
Gas Rate	\$1.09/Therm
Capacity	4.2
Imef	2.06
Defaults Type	ENERGY STAR
Load Type	Front-load
Loads Per Week	6
Is Outside Conditioned Space	No
Clothes Washer Available	Yes

Dishwasher

Dishwasher Efficiency	270 kWh
Dishwasher Size	Standard
Annual Gas Cost	\$33.12
Electric Rate	\$0.12/kWh
Gas Rate	\$1.09/Therm
Is Outside Conditioned Space	No

Building Summary



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Michael Sumpter

Inspection Status
Results are projected

Wesley Lamb PSH - 550 Podium Int
550 Podium Int

Builder

Appliances and Controls

Programmable thermostat?	Yes
Range/Oven Fuel	Electric
Convection Oven?	No
Induction Range?	No
Range/Oven Outside Conditioned Space?	No
Refrigerator Consumption	400 kWh/Year
Refrigerator Outside Conditioned Space?	No

Notes

Fuel Summary



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Pando Alliance
Michael Sumpter

Inspection Status
Results are projected

Wesley Lamb PSH - 550 Top Int
550 Top Int

Builder

Annual Energy Cost

Electric	\$876
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Annual End-Use Cost

Heating	\$113
Cooling	\$42
Water Heating	\$176
Lights & Appliances	\$443
Onsite Generation	-\$0
Service Charges	\$102
Total	\$876

Annual End-Use Consumption

Heating [Electric kWh]	857.5
Cooling [Electric kWh]	252.6
Hot Water [Electric kWh]	1,240.3
Lights & Appliances [Electric kWh]	3,066.9
Total [Electric kWh]	5,417.4
Total Onsite Generation [Electric kWh]	0.0

Peak Electric Consumption

Peak Winter kW	0.94
Peak Summer kW	0.88

Utility Rates

Electricity	PEPCO Electric 2022.07.26
Natural Gas	Washington Gas 2022.02.01

Building Summary



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Fairfax, VA 22031

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Pando Alliance
Michael Sumpter

Inspection Status
Results are projected

Wesley Lamb PSH - 550 Top Int
550 Top Int

Builder

General Building Information

Number Of Bedrooms	1
Number Of Floors	1
Conditioned Floor Area [sq. ft.]	579
Has Electric Vehicle Ready Space	No
Unconditioned, attached garage?	No
Conditioned Volume [cu. ft.]	5,211
Total Units in Building	8
Residence Type	Apartment, inside unit
Number of Floors in Building	5
Floor Number	5
Model	
Community	
RESNET/IECC 2006-2018 Climate Zone	4A
IECC 2021 Climate Zone	4A

Foundation Wall

None Present

Foundation Wall Library List

None Present

Slab

None Present

Slab Library List

None Present

Framed Floor

Name	Library Type	Carpet R	Floor Grade	Surface Area	Location
Adiabatic	12" Uninsulated Adiabatic Floor	0.5	Above Grade	579.0 ft ²	Conditioned Space (Adiabatic)

Building Summary



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Pando Alliance
Michael Sumpter

Inspection Status
Results are projected

Wesley Lamb PSH - 550 Top Int
550 Top Int

Builder

Framed Floor Library List

Name	Effective R-value
12" Uninsulated Adiabatic Floor	1.67

Rim Joist

None Present

Rim Joist Library List

None Present

Wall

Name	Library Type	Surface Color	Surface Area	Location
Adiabatic	R-11 Gr III, Wood, 2x4x16, sf, 5/8" drywall	Medium	698.0 ft ²	Conditioned Space (Adiabatic)
Exterior	R-21 Gr I + R-5 Cont, Wood, 2x6x16, sf, fiber cement	Medium	202.0 ft ²	Exposed Exterior

Wall Library List

Name	Effective R-value
R-11 Gr III, Wood, 2x4x16, sf, 5/8" drywall	9.596
R-21 Gr I + R-5 Cont, Wood, 2x6x16, sf, fiber cement	23.412

Glazing

Name	Library Type	Wall Assignment	Foundation Wall Assignment	Is Operable	Overhang Depth	Overhang Ft To Top	Overhang Ft To Bottom	Orientation	Surface Area
WEST Window / Glass Door	U: .30, SHGC: .28	Exterior		Yes	0	0	0	Northwest	52.5 ft ²

Building Summary



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Results are projected

Wesley Lamb PSH - 550 Top Int
550 Top Int

Builder

Glazing Library List

Name	Shgc	U-factor
U: .30, SHGC: .28	0.28	0.300

Skylight

None Present

Skylight Library List

None Present

Opaque Door

Name	Library Type	Wall Assignment	Foundation Wall Assignment	Emittance	Solar Absorptance	Surface Color	Surface Area	Location
Opaque Door	R-4.76	Adiabatic		0.9	0.75	Medium	20.0 ft ²	Conditioned Space (Adiabatic)

Opaque Door Library List

Name	Effective U-factor
R-4.76	0.210

Roof Insulation

Name	Library Type	Attic Exterior Area [ft ²]	Clay or Concrete Roof Tiles	Surface Color	Surface Area	Location
Roof	Z_R-40, Rigid, Above Deck	507	No	Light	507.0 ft ²	Vaulted Roof

Building Summary



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Results are projected

Wesley Lamb PSH - 550 Top Int
550 Top Int

Builder

Roof Insulation Library List

Name	Has Radiant Barrier	Effective R-value
Z_R-40, Rigid, Above Deck	No	42.63

Whole House Infiltration

Infiltration	Measurement Type	Shelter Class
5.5 ACH at 50 Pa	Blower-door tested	4

Mechanical Ventilation

Ventilation Type	Ventilation Rate [ft ³ / Minute]	Operational hours per day	Fan Watts	Runs once every three hours	Energy Recovery Percent	Model Number	Manufacturer
Balanced	25 CFM	24	44 Watts	Yes	0		
Supply Only	10 CFM	24	11 Watts	Yes	0		

Lighting

% Interior Fluorescent Lighting	% Interior LED Lighting	% Exterior Fluorescent Lighting	% Exterior LED Lighting	% Garage Fluorescent Lighting	% Garage LED Lighting
0	100	0	0	0	0

Onsite Generation

None Present

Onsite Generation Library List

None Present

Building Summary



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Inspection Status
Results are projected

Wesley Lamb PSH - 550 Top Int
550 Top Int

Builder

Solar Generation

None Present

Dehumidifier

None Present

Dehumidifier Library List

None Present

Whole House Fan

None Present

Whole House Fan Library List

None Present

Conditioning Equipment

Name	Library Type	Serial Number	Heating Percent Load	Cooling Percent Load	Hot Water Percent Load	Location
DOAS	DOAS 9.7 EER, 3.2 COP		66%	3%	0%	Ambient
Heating/Cooling Equipment	ASHP, 18K, 16.2seer2, 8.5hspf2, ECM		34%	97%	0%	Conditioned Space
Water Heater	DHW, Elec, 50 Gal, 0.93 UEF		0%	0%	100%	Conditioned Space

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Results are projected

Wesley Lamb PSH - 550 Top Int
550 Top Int

Builder

Equipment Type: ASHP, 18K, 16.2seer2, 8.5hspf2, ECM

Equipment Type	Air Source Heat Pump
Fuel Type	Electric
Distribution Type	Forced Air
Motor Type	ECM (Variable Speed)
Heat Pump System Type	Split System
Heating Efficiency	8.5 HSPF2
Heating Capacity [kBtu/h]	16.8
Backup Fuel Type	Electric
Switchover Temperature [°F]	0
Backup Heating Efficiency	1 COP
Use default Supplemental Heat	Yes
Cooling Efficiency	16.2 SEER2
Cooling Capacity [kBtu/h]	18

Equipment Type: DHW, Elec, 50 Gal, 0.93 UEF

Equipment Type	Residential Water Heater
Fuel Type	Electric
Distribution Type	Hydronic Delivery (Radiant)
Hot Water Efficiency	0.93 UEF
Tank Capacity (gal.)	50

Equipment Type: DOAS 9.7 EER, 3.2 COP

Equipment Type	Air Source Heat Pump
Fuel Type	Electric
Distribution Type	Forced Air
Motor Type	ECM (Variable Speed)
Heating Efficiency	3.2 COP
Heating Capacity [kBtu/h]	70
Backup Fuel Type	Electric
Switchover Temperature [°F]	0
Backup Heating Efficiency	1 Adjusted Efficiency
Use default Supplemental Heat	Yes
Cooling Efficiency	9.7 EER
Cooling Capacity [kBtu/h]	70

Building Summary



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Pando Alliance
Michael Sumpter

Inspection Status
Results are projected

Wesley Lamb PSH - 550 Top Int
550 Top Int

Builder

Distribution System

Distribution Type	Forced Air
Heating Equipment	Heating/Cooling Equipment
Cooling Equipment	Heating/Cooling Equipment
Sq. Feet Served	601
# Return Grilles	1
Supply Duct R Value	6
Return Duct R Value	6
Supply Duct Area [ft ²]	162.27
Return Duct Area [ft ²]	30.05
Leakage to Outdoors	20 CFM @ 25Pa (3.33 / 100 ft ²)
Total Leakage	80 CFM25
Total Leakage Duct Test Conditions	Post-Construction
Use Default Flow Rate	Yes
Duct 1	
Duct Location	Conditioned Space
Percent Supply Area	100
Percent Return Area	100
Duct 2	
Duct Location	Conditioned Space
Percent Supply Area	0
Percent Return Area	0
Duct 3	
Duct Location	Conditioned Space
Percent Supply Area	0
Percent Return Area	0
Duct 4	
Duct Location	Conditioned Space
Percent Supply Area	0
Percent Return Area	0
Duct 5	
Duct Location	Conditioned Space
Percent Supply Area	0
Percent Return Area	0
Duct 6	
Duct Location	Conditioned Space
Percent Supply Area	0
Percent Return Area	0

Distribution System

Distribution Type	Forced Air Ductless
Heating Equipment	DOAS
Cooling Equipment	DOAS
Is All Equipment In Conditioned Space	Yes
Leakage Default	HERS Default Leakage
Duct System Efficiency	1

HVAC Grading

HVAC Grading Not Conducted

Building Summary



Property
9640 Fairfax Blvd
Fairfax, VA 22031

Organization
Pando Alliance
Michael Sumpter

Inspection Status
Results are projected

Wesley Lamb PSH - 550 Top Int
550 Top Int

Builder

Ceiling Fan

Has Ceiling Fan	No
Cfm Per Watt	70.42253521

Water Distribution

Water Fixture Type	Low-flow
Use Default Hot Water Pipe Length	No
Hot Water Pipe Length [ft]	40
At Least R3 Pipe Insulation?	Yes
Hot Water Recirculation System?	No
Recirculation System Pipe Loop Length [ft]	170
Drain Water Heat Recovery?	No

Clothes Dryer

Cef	3.01
Fuel Type	Electric
Field Utilization	Moisture Sensing
Is Outside Conditioned Space	No
Clothes Dryer Available	Yes
Defaults Type	HERS Reference

Clothes Washer

Label Energy Rating	152 kWh/Year
Annual Gas Cost	\$12.00
Electric Rate	\$0.12/kWh
Gas Rate	\$1.09/Therm
Capacity	4.2
Imef	2.06
Defaults Type	ENERGY STAR
Load Type	Front-load
Loads Per Week	6
Is Outside Conditioned Space	No
Clothes Washer Available	Yes

Dishwasher

Dishwasher Efficiency	270 kWh
Dishwasher Size	Standard
Annual Gas Cost	\$33.12
Electric Rate	\$0.12/kWh
Gas Rate	\$1.09/Therm
Is Outside Conditioned Space	No

Building Summary



Property
9640 Fairfax Blvd
Fairfax, VA 22031

Organization
Pando Alliance
Michael Sumpter

Inspection Status
Results are projected

Wesley Lamb PSH - 550 Top Int
550 Top Int

Builder

Appliances and Controls

Programmable thermostat?	Yes
Range/Oven Fuel	Electric
Convection Oven?	No
Induction Range?	No
Range/Oven Outside Conditioned Space?	No
Refrigerator Consumption	370 kWh/Year
Refrigerator Outside Conditioned Space?	No

Notes

Tab S:

Supportive Housing Certification

Appendices continued

Virginia Housing Permanent Supportive Housing Services Certification

Permanent Supportive Housing is housing consisting of units designated for individuals or families that are homeless, at-risk of homelessness or who have multiple barriers to independent living.

Best practices are described by the U.S. Department of Health and Human Services:

<http://store.samhsa.gov/shin/content/SMA10-4510/SMA10-4510-06-BuildingYourProgram-PSH.pdf>

For consideration, provide **all** of the following:

1. Attach a list of developments for which you've provided permanent supportive housing services. Describe the types of services that were provided.
2. A signed copy of an MOU with a local service provider agency(ies). If no MOU exists, the service provider must sign this certification. If neither is available, provide an explanation for the lack of demonstrated partnership and describe how the property will receive referrals and from whom the residents will receive services.
3. Describe your target population(s): Single adults experiencing homelessness with extremely low
income levels and either serious mental illness, complex healthy issues or disabilities, or older adults who
would benefit from comprehensive wraparound supports in a community, Most from chronic homelessness.
4. List the types of supportive services to be offered: Intensive case management, with emphasis on
behavioral health and primary health issues, independent living skills, and employment/educational goals.
Information and referral, recreational/socialization, community activities, support groups and on-site educ.
5. Who will be providing supportive services? Initially Wesley Housing who is CORES certified. Once
certified, The Lamb Center will provide supportive services per the Supportive Services MOU.
6. What percentage of the total number of units will be marketed to and held available for tenants in need of supportive services? 100 %

In addition, I/we certify the following:

Services

Tenant choice. Supportive housing tenants will have choices in what support services they receive (i.e., not a limited menu of services). Individual Support Plans will reflect tenant-defined needs and preferences. As supportive service tenants' needs change over time, tenants can receive more or less intensive support services.

Assertive outreach and engagement. The service team will use a variety of outreach and engagement techniques to bring tenants into helping relationships.

Case management. Case managers will serve as the bridge between tenants and the supports that help them achieve stability and long-term tenancy.

Appendices continued

Housing

Tenant choice. Supportive housing tenants will be able to choose where they want to live. Tenants cannot be evicted from their housing for rejecting services.

Access. Supportive housing units will be available to people who are experiencing homelessness, are precariously housed and/or who have multiple barriers to housing stability, including disabilities and substance abuse.

Quality. Supportive housing units will be similar to other units in the project.

Integration. Supportive housing tenants with disabilities will have a right to receive housing and supportive services in the most integrated settings available, including in buildings that include neighbors who do not have disabilities and where there is access to an array of community services and resources used by people with and without disabilities.

Rights of tenancy. Supportive housing tenant leases or subleases will confer full rights of tenancy, including limitations on landlords' entry into the property and the right to challenge eviction in landlord-tenant court. Tenants can remain in their homes as long as the basic requirements of tenancy are met — paying the rent, not interfering with other tenants' use of their homes, not causing property damage, etc. House rules, if any, are similar to those found in other housing.

Affordability. Supportive housing tenants should pay no more than 30% of their incomes toward rent and basic utilities.

Coordination between housing and services. Property managers and support service staff will stay in regular communication and coordinate their efforts to help prevent evictions and to ensure tenants facing eviction have access to necessary services and supports.

Delineated roles. There will be a functional separation of roles, with the housing elements (rent collection, property maintenance, enforcement of responsibilities of tenancy) carried out by different staff than those providing services (case management, mental health treatment, wraparound services).

The undersigned Owner certifies that each of the above statements is true and correct.

I/We agree that the commitment to provide supportive housing will remain in place throughout the Compliance Period (as described in the Extended Use Agreement).

Date 2/28/2023

Owner/Applicant Wesley Lamb LLC

Service Provider Wesley Housing

By 

By 

Its President of Wesley Housing Development Corporation of Northern Virginia, managing member of WHDC Wesley Lamb Managing Member, LLC, the managing member of WL Managing Member LLC

Its President/CEO

Title

Title

Wesley Housing has been a service enriched housing provider for approximately 40 years, through our Resident Services program, a strength based social services program offered free to residents. We enrich the lives of our residents with the resources they need to achieve their full potential, to be good neighbors, and members of a greater community. We empower our residents by providing supportive services that enhance the quality of life in four key impact areas: Housing Stability, Community Engagement, Education, and Health & Wellness. Programming includes: youth initiatives such as after-school enrichment programs, teen programs, and summer camp. We also provide linkage and referral services, food assistance, nutrition services, workforce development services, and material assistance.

Wesley Housing commits to providing service enriched housing amenities:

- For a minimum of 15 years;
- On-site in trauma responsive healing centered spaces;
- On a regular and ongoing basis; and
- FREE of charge to our residents.

Wesley Housing provides permanent supportive housing services to 24 properties in Northern Virginia and DC:

- Quarry Station
- Senseny Place
- Brookland Place
- The Waypoint
- ParcView
- William Watters
- Knightsbridge
- The Cadence
- Colonial Village
- Culpepper Gardens
- The Arden
- Strawbridge Square
- Coppermine Place I & II
- Whitefield Commons
- The Fallstead
- Wexford Manor
- Agape House
- HiddenBrooke
- Springdale
- Cedar Street
- Lynhaven
- ParcSquare
- Quarry Station

Appendices continued

Virginia Housing Permanent Supportive Housing Services Certification

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Delineated roles. There will be a functional separation of roles, with the housing elements (rent collection, property maintenance, enforcement of responsibilities of tenancy) carried out by different staff than those providing services (case management, mental health treatment, wraparound services).

The undersigned Owner certifies that each of the above statements is true and correct.

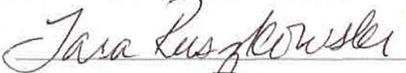
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Date 2/28/2023

Owner/Applicant Wesley Lamb LLC

Service Provider Lamb Center

By 

By 

Its President of Wesley Housing Development Corporation of Northern Virginia, managing member of WHDC Wesley Lamb Managing Member, LLC, the managing member of WL Managing Member LLC

Its Executive Director

Title

Title

Supportive Services Memorandum of Understanding (MOU) Between Wesley Housing Development Corporation of Northern Virginia (Wesley) and The Lamb Center (TLC)

WHEREAS, The Lamb Center ("TLC") and Wesley Housing Development Corporation of Northern Virginia ("Wesley") have a Memorandum of Understanding to work together exclusively to redevelop the improved real property located at 9640 Fairfax Boulevard, Fairfax, VA with City of Fairfax Parcel Identification Number of 48-3-09-020 (the "Property") that The Lamb Center currently owns; and

WHEREAS, both Wesley and TLC desire to set forth the terms by which they intend to put forth best efforts to work together to carry out the intended objectives in this Memorandum of Understanding (the "MOU").

NOW THEREFORE, the Parties agree as follows:

1. Purpose

Wesley and TLC are committed to establishing a strategic partnership to create much-needed supportive housing in the City of Fairfax, Virginia. The partnership will develop 54 units of permanent supportive housing ("PSH") in a new community located at 9640 Fairfax Boulevard. The new community will increase integrated, independent, affordable permanent supportive housing for our most vulnerable community members. The property will house residents with very low incomes, at or below 30% of the Area Median Income (\$29,910 for a single person, HUD 2022, at this point in time, subject to change). Additionally, the community will house individuals most at-risk of housing insecurity and homelessness including older adults, people with disabilities including persons with Intellectual and/or Developmental Disabilities (I/DD), persons with Serious Mental Illness (SMI), and persons with Substance Use Disorders ("SUDs"). To effectively meet the needs of the population that will be housed in the community, the development will utilize universal design elements throughout and address the urgent need for affordable handicap-accessible units for PSH in the Continuum of Care ("CoC").

Wesley Property Management Company ("WPMC") will manage the community. TLC will provide on-site supportive services during standard business hours (9:00 a.m – 5:00 p.m.). The community will utilize universal design elements throughout and address the urgent need for affordable handicap-accessible units for PSH in the CoC. The overarching goal of this MOU and program is to assist residents in maintaining stable housing and achieving their own self-determined life goals.

2. Scope

To achieve the overarching goal of the supportive services, assisting residents in maintaining stable housing and achieving their own self-determined life goals, the services will be evaluated using a variety of methods. Specific outcome goals and benchmarks will be set in the services plan that indicate the target performance measures.

The overall philosophy of service delivery is to provide compassionate, individualized, voluntary services designed to help residents meet their own goals for self-sufficiency and self-determination. All leasing and supportive service activities treat residents with dignity and respect and honor their rights. Residents will be offered all available services, may change or end their services at any time, and supportive services staff will be available on-site beyond typical business hours so that all residents have access to supports.

Residents at the Property will receive on-site case management and other wrap-around support. Case managers will help each resident formulate and achieve individual goals such as securing income or work, improving physical and mental health conditions, and maintaining housing. Case managers will also provide skills training to improve individuals' ability to budget, manage medication, maintain employment, and develop positive social supports.

Information and referral, recreational and socialization activities, community building activities, support groups, and on-site educational opportunities will be offered to all residents. Additionally, all residents will be offered but not required to accept intensive case management, with emphasis on behavioral health and primary health issues, independent living skills, and employment/educational goals. Intensive case management includes individualized service planning and goal setting, coordination of services, counseling and support, crisis intervention, intensive assistance with accessing mainstream services and other community-based resources.

3. Roles and Responsibilities of the Parties

- a. Supportive Services. The intention is for TLC to provide supportive services and case management for the Property during standard business hours (9:00 a.m – 5:00 p.m.). However, the Wesley Housing's Resident Services Department is CORES certified. Until such time as TLC obtains CORES certification, Wesley Housing staff will remain the lead supportive services provider. The expectation is that TLC will pursue and achieve CORES certification once eligible. Once TLC achieves CORES certification, TLC will become the lead supportive services provider.

Efficiencies for the supportive services with the TLC Day Center located on the same street include the workforce development program, dental clinic, clothing closet, support groups, and oversight of the Director of Case Management.

- b. Property Management. WPMC will serve as the property management agent and shall be employed under industry-standard terms.

4. Deliverables

- i. The WPMC Property Manager and Maintenance staff are responsible for leasing and operations of all physical aspects of the building (maintenance, landscaping, janitorial services). Leasing and operations includes Housing Quality Inspections, laundry room operations.
- ii. The TLC PSH Director, Case Managers, and Residential Support Guides are responsible for the supportive service activities described in the Services Plan including:
- Healthcare (including dental and vision) system navigation
 - Mental health care services and/or system navigation
 - Substance use disorder (SUD) recovery and support services and/or system navigation
 - Independent living skills
 - Budgeting and financial management support
 - Access to Workforce Development Program
 - Community building activities

5. Communication

- a. Eviction Prevention and Diversion Strategies. Eviction should be considered as a last resort. TLC and Wesley will make best efforts to collaborate to ensure consistent communication with each other and residents. Wesley will endeavor to enforce the lease and property policy in a safe and trauma informed practice. Wesley's lease adherence is clearly communicated to prevent encroachment on residents' rights. TLC supportive services to include individual case management and eviction prevention navigation services will be offered to support and educate residents in housing counseling. TLC and Wesley will monitor eviction prevention through diversion supports, housing retention plan, and quality improvement. All evictions will be discussed collectively and be proactively addressed by TLC, Wesley and WPMC. Eviction decisions will be made by WPMC in consultation with legal counsel.

- a. Coordination Between Management and Supportive Services. WPMC and TLC staff will establish regular meetings no less than monthly for quality improvement and to communicate in advance regarding any known challenges or issues as they arise with residents. For example, to discuss any lease violations, rent default notifications, etc.

6. Terms & Conditions

- a. Further Modification The parties recognize that numerous variables may cause the eventual supportive services and implement efforts to differ from current plans, and affirm that in order to achieve the goals of this MOU, it may be necessary to modify certain of the terms of this MOU.
- b. Dispute Resolution. If good faith negotiations between the Parties have failed to resolve an issue, any disagreements between the Parties be referred to an independent expert acceptable to both Parties. If the Parties are unable to reach a satisfactory resolution through a mediation process, the dispute would be referred to The McCammon Group, having an address of The Reynolds Building, 6641 W. Broad Street, Suite 400, Richmond. Virginia 23230 (or other acceptable arbitration service), with litigation being a last resort.
- c. Termination for Convenience. If the Parties cannot agree upon the terms of the Operating Agreement of the Ownership Entity or the Purchase and Sale Agreement, this MOU shall terminate upon Thirty (30) days written notice given by either Party through certified mail or hand delivery. If either party terminates this MOU pursuant to this Section 6, the terminating party shall be responsible for all third-party costs.

7. Primary Contacts of the parties

For Wesley Housing: Kamilah McAfee, President/CEO
703-642-3830 x220
KMcAfee@whdc.org

For WPMC: Frank Mooney, President
703-642-3830 x225
fmooney@whdc.org

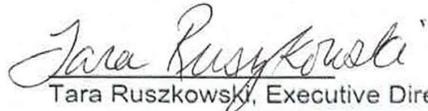
For Lamb Center: Tara Ruskowski, Executive Director
(703) 655-3302
tararuszkowski@thelambcenter.org

ACCEPTED AND AGREED this 28 day of February, 2023

Wesley Housing Development Corporation


Kamilah P. McAfee, President/CEO

The Lamb Center

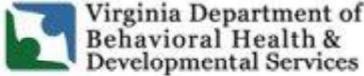

Tara Ruskowski, Executive Director

Wesley Property Management Corporation


Frank Mooney, President

Frank Mooney, President

Resident Well-Being



DBHDS MOU Review and Decision

Wesley Housing Development Corporation of Northern Virginia, Developer of Wesley Lamb PSH Low-Income Housing Tax Credit (LIHTC) Applicant (2023-C-66) and The Lamb Center, Resident Service Provider have partnered together through a Memorandum of Understanding (MOU) to provide onsite resident services to tenants of Wesley Lamb PSH, once placed in service. Wesley Housing Development Corporation of Northern Virginia has requested DBHDS to review and approve the MOU between the parties as required in Virginia Housing’s (VH) LIHTC Qualified Allocation Plan (QAP) for consideration of the extra point (15) incentive *Resident Well Being*.

The MOU:

- Meets minimum review standards
- Does not meet minimum review standards

Required Evidence of Experience:

- DBHDS affirms that as of the date on this letter, ____ Resident Service Provider has a DBHDS triennial license, in good standing, with no outstanding corrective action plans.
- LIHTC applicant asserts Service Provider meets other experience criteria to be reviewed by Virginia Housing.
- DBHDS attests/does not attest experience evidenced by receipt of a grant or grants by the service provider for provision of direct services to the development’s residents

DBHDS MOU decision: APPROVED NOT APPROVED

Name & Title:	Janna Wiener, Housing Services Manager
Signature:	
Date:	3/13/2023

Supportive Services Memorandum of Understanding (MOU) Between Wesley Housing Development Corporation of Northern Virginia (Wesley) and The Lamb Center (TLC)

WHEREAS, The Lamb Center ("TLC") and Wesley Housing Development Corporation of Northern Virginia ("Wesley") have a Memorandum of Understanding to work together exclusively to redevelop the improved real property located at 9640 Fairfax Boulevard, Fairfax, VA with City of Fairfax Parcel Identification Number of 48-3-09-020 (the "Property") that The Lamb Center currently owns; and

WHEREAS, both Wesley and TLC desire to set forth the terms by which they intend to put forth best efforts to work together to carry out the intended objectives in this Memorandum of Understanding (the "MOU").

NOW THEREFORE, the Parties agree as follows:

1. Purpose

Wesley and TLC are committed to establishing a strategic partnership to create much-needed supportive housing in the City of Fairfax, Virginia. The partnership will develop 54 units of permanent supportive housing ("PSH") in a new community located at 9640 Fairfax Boulevard. The new community will increase integrated, independent, affordable permanent supportive housing for our most vulnerable community members. The property will house residents with very low incomes, at or below 30% of the Area Median Income (\$29,910 for a single person, HUD 2022, at this point in time, subject to change). Additionally, the community will house individuals most at-risk of housing insecurity and homelessness including older adults, people with disabilities including persons with Intellectual and/or Developmental Disabilities (I/DD), persons with Serious Mental Illness (SMI), and persons with Substance Use Disorders ("SUDs"). To effectively meet the needs of the population that will be housed in the community, the development will utilize universal design elements throughout and address the urgent need for affordable handicap-accessible units for PSH in the Continuum of Care ("CoC"). Additionally, the Parties have established this strategic partnership to ensure the implementation of intensive tenancy supports to maintain and obtain stable housing for all 54 household occupants.

Wesley Property Management Company ("WPMC") will manage the community. TLC will provide on-site supportive services during standard business hours (9:00 a.m – 5:00 p.m.). The community will utilize universal design elements throughout and address the urgent need for affordable handicap-accessible units for PSH in the CoC. The overarching goal of this MOU and program is to assist residents in maintaining stable housing and achieving their own self-determined life goals.

2. Scope

To achieve the overarching goal of the intensive supportive services, assisting residents in maintaining stable housing and achieving their own self-determined life goals, the services will be evaluated using a variety of methods. Specific outcome goals and benchmarks will be set in the services plan that indicate the target performance measures. The property Tenant Selection Plan will specify the resident screening and selection criteria for the property.

The overall philosophy of service delivery is to provide compassionate, individualized, voluntary services designed to help residents meet their own goals for self-sufficiency and self-determination. All leasing and supportive service activities treat residents with dignity and respect and honor their rights. Residents will be offered all available services, may change or end their services at any time, and supportive services staff will be available on-site beyond typical business hours so that all residents have access to supports.

Residents at the Property will receive on-site case management and other wrap-around support. Case managers will help each resident formulate and achieve individual goals such as securing income or work, improving physical and mental health conditions, and maintaining housing. Case managers will also provide skills training to improve individuals' ability to budget, manage medication, maintain employment, and develop positive social supports.

Information and referral, recreational and socialization activities, community building activities, support groups, and on-site educational opportunities will be offered to all residents. Additionally, all residents will be offered but not required to accept intensive case management, with emphasis on behavioral health and primary health issues, independent living skills, and employment/educational goals. Intensive case management includes individualized service planning and goal setting, coordination of services, counseling and support, crisis intervention, intensive assistance with accessing mainstream services and other community-based resources.

3. Roles and Responsibilities of the Parties

- a. Supportive Services. The intention is for TLC to provide supportive services and case management for the Property during standard business hours (9:00 a.m – 5:00 p.m.). TLC holds the CSH Quality Endorsement for supportive housing, which is presented to project sponsors planning to develop supportive housing who demonstrate a commitment to the Dimensions of Quality Standards across all project components.

Efficiencies for the supportive services with the TLC Day Center located on the same street include the workforce development program, dental clinic, clothing closet, support groups, and oversight of the Director of Case Management.

- b. Property Management. WPMC will serve as the property management agent and shall be employed under industry-standard terms.

4. Deliverables

- i. The WPMC Property Manager and Maintenance staff are responsible for leasing and operations of all physical aspects of the building (maintenance, landscaping, janitorial services). Leasing and operations includes Housing Quality Inspections, laundry room operations.

The Property's Tenant Selection Plan will be developed with a focus on measures that reduce barriers to accessing housing. This includes implementing limited criminal background screening as well as conducting individualized assessments in accordance with DPOR's Model Policy for Tenant Screening. Additionally, WPMC and TLC will collaboratively work to ensure appropriate data collection and evaluation methods are utilized.

- ii. The TLC PSH Director, Case Managers, and Residential Support Guides are responsible for the supportive service activities described in the Services Plan including:
- Healthcare (including dental and vision) system navigation
 - Mental health care services and/or system navigation
 - Substance use disorder (SUD) recovery and support services and/or system navigation
 - Independent living skills
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- a. Further Modification The parties recognize that numerous variables may cause the eventual supportive services and implement efforts to differ from current plans, and affirm that in order to achieve the goals of this MOU, it may be necessary to modify certain of the terms of this MOU.
- b. Dispute Resolution. If good faith negotiations between the Parties have failed to resolve an issue, any disagreements between the Parties be referred to an independent expert acceptable to both Parties. If the Parties are unable to reach a satisfactory resolution through a mediation process, the dispute would be referred to The McCammon Group, having an address of The Reynolds Building, 6641 W. Broad Street, Suite 400, Richmond, Virginia 23230 (or other acceptable arbitration service), with litigation being a last resort.
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KMcAfee@whdc.org

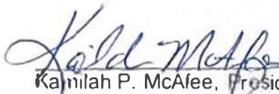
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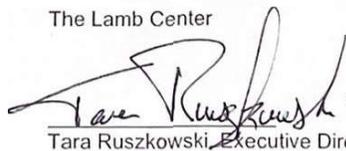
For Lamb Center: Tara Ruzkowski, Executive Director
(703) 655-3302
tararuzkowski@thelambcenter.org

ACCEPTED AND AGREED this 13 day of March, 2023

Wesley Housing Development Corporation

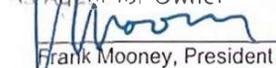
The Lamb Center


Kamilah P. McAfee, President/CEO


Tara Ruzkowski, Executive Director

Frank L. Mooney
Wesley Property Management Corporation
President

Wesley Property Management Co. LLC
As Agent for Owner


Frank Mooney, President

DBHDS Resident Service Provider Checklist (RSPC)

MOU application deadline: February 28, 2023

Technical Assistance is not available March 1-16, 2023

Submit completed checklist, executed MOU, and DBHDS license verification to LIHTC@dbhds.virginia.gov

LIHTC Applicant Name & Contact Info	The Lamb Center, Deacon Deb Haynes, 703-691-3178 ext. 255
LIHTC Property Name	Wesley Lamb PSH
LIHTC Property Location	9640 Fairfax Boulevard Fairfax, VA 22031
Virginia Housing ID#	LIHTC tracking#: 2023-C-66

1. Are you intending to serve DBHDS Target Populations?

Yes No

2. If Yes to Question 1, which population(s) do you intend to serve? (Check all that apply)

Persons with Intellectual/ Developmental disabilities (I/DD)*

Persons with Serious Mental Illness (SMI)*

Persons with Substance Use Disorders (SUDs)

Other Populations Persons who are formerly or at-risk of homelessness

3. Are you applying for the LIHTC ASH Pool?

Yes No

4. Please list the Resident Services Provider (RSP) selected to include the following:

RSP Organization Name:	The Lamb Center
RSP Address:	3160 Campbell Drive Fairfax, VA 22031
RSP Contact, Phone #, and Email	703-691-3178 ext. 255; Deb Haynes <debhaynes@thelambcenter.org>
RSP current service area(s)	Fairfax

Is this RSP the same qualified nonprofit organization qualifying applicant to compete in the nonprofit pool?

Yes No

5. Which criteria does the Resident Services Provider qualify for?

A DBHDS triennial license, in good standing, with no outstanding corrective action plans

An accreditation or certification (check all that apply):

Commission on Accreditation of Rehabilitation Facilities

Council on Accreditation

Certified Organization for Resident Engagement & Services

Council on Quality and Leadership

CSH Quality Supportive Housing

Other _____

Experience evidenced by receipt of a grant or grants by the service provider for provision of direct services to the development's residents

A licensed child-care provider or subsidy

6. What service(s) does the RSP offer and how many years' experience providing the service?

Service: Housing Stability Years' Experience: 6

Service: Linkage and Referral Years' Experience: 30

Service: Independent Living, budgeting, financial Years' Experience: 10

Service: Workforce Development Years' Experience: 4

7. What service(s) does the RSP intend to offer at the LIHTC property?

Service: Housing Stability Years' Experience: 6

Service: Linkage and Referral Years' Experience: 30

Service: Independent, living, budgeting, financial Years' Experience: 10

Service: Workforce Development Years' Experience: 4



CSH Headquarters
61 Broadway, Suite 2300
New York, NY 10006

March 10, 2023

Wesley Housing Development Corporation of Northern Virginia
2311 Huntington Avenue
Alexandria, VA 22303
Email copy sent to: tstout@whdc.org

&

The Lamb Center
3160 Campbell Drive
Fairfax, VA 22031
Mail to: P.O. Box 1385, Fairfax, VA 22038

Subject: CSH Quality Supportive Housing endorsement for Wesley Lamb PSH

Dear Wesley Housing Development Corporation of Northern Virginia & The Lamb Center,

CSH is pleased to endorse Wesley Lamb PSH as high-quality supportive housing that meets the predevelopment quality standards of projects ultimately seeking CSH Quality Certification.

Quality Supportive Housing provides a foundation for housing stability, employment, mental and physical health, and school attendance. Supportive housing also helps build strong, healthy communities by improving the safety of neighborhoods, beautifying city blocks with new or rehabilitated properties, and increasing or stabilizing property values over time.

The CSH Quality Endorsement for supportive housing is presented to project sponsors planning to develop supportive housing who submit supporting documentation that CSH determines demonstrates a commitment to the Dimensions of Quality Standards across all project components.

CSH staff have reviewed supporting documentation for Wesley Lamb PSH and found that it meets 96% of National Quality Standards for Supportive Housing. Documentation reviewed for Quality Endorsement includes mission statement, board roster, neighborhood amenities, community management plan, project vision, site plans & architectural drawings, partner roles, development & operating proformas, property management plan, tenant selection plan, services plan, memoranda of understanding, written agreements, and other critical planning documents. A list of CSH Quality Endorsement indicators reviewed and those meeting Quality Standards can be found in Attachment A.

Sincerely,

A handwritten signature in black ink that reads "Liz Drapa".

Liz Drapa,
VP Field Operations, CSH

Attachment A: List of Indicators Identified in Supporting Documentation



Wesley Lamb PSH Status: MEETS 96% of PRE-DEVELOPMENT QUALITY STANDARDS		
Indicator	Standard Met: Yes or No	Quality Standards for Supportive Housing in Pre-Development Planning
Tenant-Driven Planning	Not specified	During the project planning process, individuals representing the priority target population have been involved, either through at least one individual meeting with the supportive housing project team and/or at least one focus group with members of the targeted tenancy.
	Yes Yes	There are multiple documented plans of how tenant feedback is, and will continue to be incorporated into the supportive housing project.
Commitment to Supportive Housing Goals	Yes Yes	There are written goals and/or targeted tenant outcomes for the supportive housing project.
	Yes Yes	The project will have a reliable method for collecting and reviewing data on the targeted tenant outcomes.
Affordability	Yes Yes	Tenants pay 30% or less of their income for housing costs.
Necessary Amenities	Yes Yes	Each unit will have its own private bathroom and kitchen. Kitchens will include basic cooking appliances such as refrigerator, stove, microwave, etc.
	Yes Yes	Tenants will have access to common space either on or off-site for tenant-initiated events such as potlucks or game nights.
	Yes Yes	Based on the household composition of the planned target population, there will be an adequate number of bedrooms.
	Yes Yes	Sharing of bedrooms by non-related, single, adult tenants will not be required.
Location	Yes Yes	Tenants can easily access a wide array of amenities on their own (grocery stores, community centers, health clinics, etc.).
		In locations where this is not feasible, the project will have a plan to assist tenants in accessing needed resources. Applicants will leave blank if not applicable.
Physical Accessibility	Yes Yes	There will be a system in place to ensure that any needed accommodations are requested and completed prior to tenant move-in.
Roles and Responsibilities	Yes Yes	There are written descriptions of each supportive housing partner's role, including, at minimum, the project sponsor, housing and/or property manager and supportive services provider. These descriptions detail the responsibilities of each partner.
	Yes Yes	Written descriptions will be reviewed and revised annually by all partners.
Communication	Yes Yes	There are regular forums for all partners to discuss the status of the project, their roles and the coordination of their efforts.
	Yes Yes	There are established procedures for communication between scheduled meetings.
Appearance	Yes Yes	The scale, appearance, design, maintenance and quality of the building(s) will be consistent with the neighborhood and reflect local community standards.
	Yes Yes	The project will meet or exceed HUD's Quality Standards and comply with local housing standards.

Attachment A: List of Indicators Identified in Supporting Documentation



Capital Funding	Yes Yes	The project will have a commitment to keep the units affordable, either through funding restrictions or through the presence of a mission-focused owner. Note that affordability is defined as having tenants pay no more than 30% of their rent. (In some communities where the cost of living is high, affordability may be defined as 50%. CSH staff must obtain local guidance/justification in order to give credit for 50%).
Operating Funding	Yes Yes	The operating budget includes long-term operating subsidies or a rent reserve sufficient to meet operational costs for the supportive housing units while maintaining affordable tenant rents.
	Yes Yes	The operating budget will include a recurring replacement reserve to repair/replace major systems that is consistent with state housing finance agency or other funder standards.
Housing Maintenance	Yes Yes	Property management staff has a comprehensive, written plan and schedule for inspections, pest control, routine maintenance and replacement activities designed to sustain the quality of the physical environment.
Tenant Education	Yes Yes	The Property Management plan will require the management company to provide residents an orientation introducing them to the housing unit, neighborhood, and their rights and responsibilities as leaseholders as part of the move-in process.
	Yes Yes	The Services Plan will include an adequate level of on-site tenancy supports (caseloads of 1:10-1:25) and opportunities for tenants to build their skills through on-site workshops/ or outside linkages.
Tenant Feedback	Yes Yes	The Property management and/or Services Plan will indicate that a tenant satisfaction survey will be administered on an annual basis. There will be a written description of the system for reviewing survey results and responding to tenant feedback.
	Yes Yes	The Property Management or Services Plan indicates that there will be a tenant council, focus group or another tenant-led group that meets regularly with the supportive housing project partners. There will be a written description of the system for reviewing and responding to tenant feedback.
		Information gathered from the tenant-led group will be shared with the board of directors.
Housing First	Yes Yes	The Tenant Selection Plan and all written policy and procedures will state that the eligibility criteria for the supportive housing meet the minimum that the funder(s) or landlord requires (without additional criteria imposed). (i.e. The project minimizes barriers to entry to ensure that its targets tenants can quickly and easily access the supportive housing).
	Yes Yes	The Tenant Selection Plan and all written policy and procedures will not require sobriety as an eligibility requirement to enter the supportive housing.
	Yes Yes	The Tenant Selection Plan and all written policy and procedures will not require medication compliance as an eligibility requirement to enter the supportive housing.

Attachment A: List of Indicators Identified in Supporting Documentation



	Yes Yes	The Tenant Selection Plan and all written policy and procedures will not require participants to participate in services as an eligibility requirement to enter the supportive housing.
	Yes Yes	The Tenant Selection Plan and all written policy and procedures will not require a minimum income as an eligibility requirement to enter the supportive housing.
	Yes Yes	The services plan demonstrates that participation in services is voluntary, meaning that tenants can choose whether to participate and select the services they prefer.
Application Process	Yes Yes	There are (existing, or plans for) outreach protocols and designated staff assigned to find households after receiving referrals.
	Yes Yes	The housing application and screening processes will be fully accessible to persons with disabilities.
	Yes Yes	Appropriate, reasonable accommodations and necessary supports will be provided, as needed, during the application and screening processes.
	Yes Yes	The housing application will be separate from any service needs assessment and will not request detailed clinical information.
	Yes Yes	There will be a timely and clearly stated process for the approval or denial of housing applications and appeals.
	Yes Yes	There will be an established system for staff to communicate with tenants during the application process and to track and retain documentation.
	Not Specified	The supportive housing application and intake processes will ONLY include the minimum number of questions needed to determine tenant eligibility, such as those required by funders.
Availability of Services	Yes Yes	The services plan outlines responsibility of services staff to ensure that tenants are aware of available services, can modify their services at any time, and that service hours and locations are convenient (including outside of normal business hours and in crisis situations).
Coordinating Property Management and Supportive Services	Yes Yes	Both the service provider AND property management group (if project based) or housing management office (if scattered site) are committed to developing an eviction prevention plan and a rent repayment plan template. (This commitment can be included in MOUs outlining roles or demonstrated in meeting minutes).
Connections with Mainstream and Community-based Service Providers	Yes Yes	Supportive Housing Service Plan and/or the MOU with the service provider includes serving as a coordinator with other mainstream service providers. (The primary service provider facilitates tenants' connections to resources and supportive services in the community, particularly behavioral healthcare, primary healthcare, substance use treatment and support, and employment.)
Targeting Units	Yes Yes	The supportive housing partners prioritize persons who are vulnerable or who are high utilizers of other systems (e.g. hospital, jail, shelter) for all or a portion of available units.
Community Dialogue	Yes Yes	The supportive housing project partners have identified a lead partner who will be active in ongoing community dialogue and activities (including participating in community improvement activities, soliciting neighborhood input on design, development and operating plans, identifying neighborhood needs or preferences

Attachment A: List of Indicators Identified in Supporting Documentation



		for the design, receiving and responding to community concerns, and providing regular updates on the development process).
Housing Unit Choice	Yes Yes	Supportive housing partners have a clear understanding of and written description of which partner will work with tenants to: 1) Develop an understanding of their needs and wants from a housing unit and 2) Search for and select a housing unit that meets their needs, including any accessibility needs and reasonable accommodations requests.
Leases and Tenant Rights	Yes Yes	All supportive housing tenants will be provided with leases or subleases identical to non-supportive housing tenants — without service participation requirements or limits on length of stay (as long as lease terms are met). Ideally, the initial term of a lease or sublease is at least one year.
	Yes Yes	The project has procedures in place to ensure that tenants are provided with a copy of their lease and have a clear understanding of their rights and responsibilities as tenants.
Community Connections	Yes Yes	The primary service provider is committed to working with tenants to 1) identify community opportunities, resources and relationships to support community connection, and to 2) ensure that tenants have the support and access to resources needed to pursue these connections.

Telehealth



March 15, 2023

Wesley Housing
2311 Huntington Avenue
Alexandria, VA 22303

RE: Wesley Lamb PSH Telehealth Services Provision

Dear Judith Cabelli,

Neighborhood Health is delighted to submit this letter of intent to provide telehealth services to the 54 residential households who will reside in the Wesley Lamb PSH community to be located at 9640 Fairfax Boulevard Fairfax, VA 22031 once the community is built. We understand that the community is applying for Low Income Housing Tax Credits (LIHTC) in March 2023. Assuming the LIHTCs are awarded, the applicants intend to begin construction in the fall of 2024 and complete construction around fall 2025.

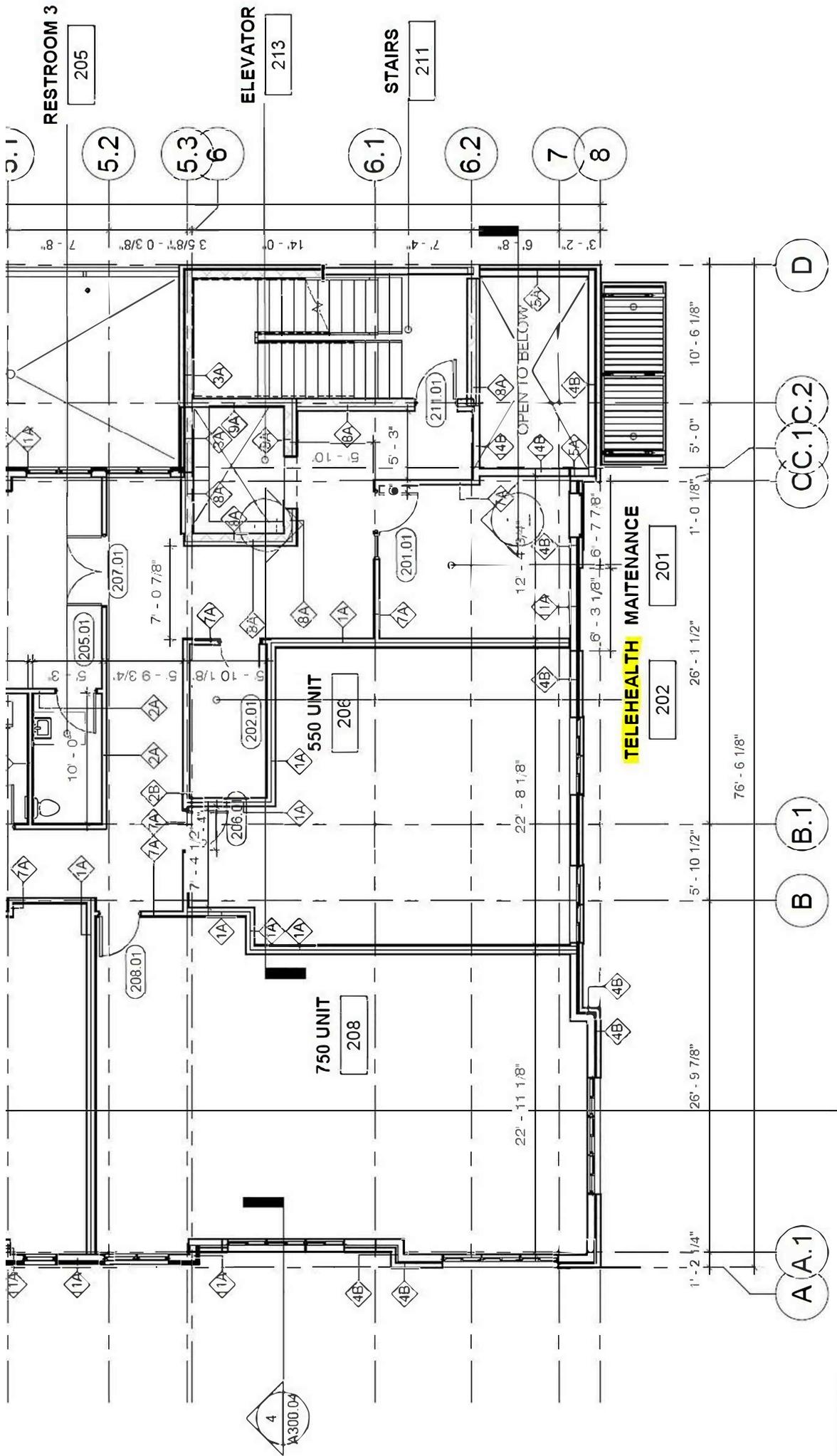
Neighborhood Health is a Federally Qualified Health Center (FQHC) that provides primary medical, dental, and behavioral health services to 34,000 low-income patients in Northern Virginia.

Neighborhood Health will provide the property residents with free on-call, telephonic, or virtual health care services through licensed providers. Services will include healthcare, behavioral health and dental health care services, as needed by the residents. The Wesley Lamb PSH community will provide the residents access to the private telehealth room as located on the attached floor plan, secure internet access and the tablet and/or computer device necessary to access the telehealth services.

We look forward to working out the details of our partnership. Please feel free to reach out to me if you have any questions.

Sincerely,

Basim Khan, MD, MPA
Executive Director



Tab T:

Funding Documentation



County of Fairfax, Virginia

MEMORANDUM

March 7, 2023

Wesley Housing
2311 Huntington Avenue
Alexandria, Virginia 22303
Attn: Kamilah McAfee

Re: Permanent Financing, The Lamb Center Development

Dear Ms. McAfee:

The Fairfax County Redevelopment and Housing Authority (the "Housing Authority") anticipates funding a permanent loan amount of \$5,600,000 to Wesley Lamb LLC for the Lamb Center project. The loan will bear interest at two percent (2%) annually for a term of thirty (30) years, or such longer term as is coterminous with the approved senior financing. The payment of principal and interest shall be made from 50% of net cash flow.

The permanent loan will be funded in accordance with all final loan documentation and has been approved by the Housing Authority.

We look forward to working with you.

Sincerely,



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



City of Fairfax, Virginia
10455 Armstrong Street • Fairfax, VA 22030-3630
www.fairfaxva.gov

March 14, 2023

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

Re: Financing Commitment, Wesley Lamb PSH

To Whom it May Concern:

The City of Fairfax City Council has approved, authorized, and appropriated a one-time interest free, non-repayment grant award in the amount of \$700,000.00 to the ultimate benefit of Wesley Lamb LLC. This award of funds, made to the Fairfax County Redevelopment and Housing Authority (FCRHA) for distribution to Wesley Lamb LLC, is part of a joint commitment by FCRHA and the City to the approved Wesley Lamb PSH development at 9640 Fairfax Boulevard. The funding award was approved on February 14, 2023 via Resolution No. R-23-11 (attached). The funding was authorized in anticipation of Wesley Lamb LLC obtaining a reservation of low-income housing tax credits for Wesley Lamb PSH from Virginia Housing consistent with the application submitted for the development in 2023 funding round.

We are pleased to submit this confirmation of financial support by the City of Fairfax for the Wesley Lamb PSH development.

Sincerely,

A handwritten signature in black ink, appearing to read "Catherine S. Read", is written over a light blue horizontal line.

Catherine S. Read
Mayor



Glenn Youngkin
Governor

Caren Merrick
Secretary of
Commerce and Trade

COMMONWEALTH of VIRGINIA

Bryan W. Horn
Director

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

March 9, 2023

Judith Cabelli
Director of Real Estate Development
Wesley Housing Development Corporation
5515 Cherokee Avenue
Alexandria, VA 22312
jcabelli@whdc.org

Re: Affordable and Special Needs Housing Funding
Proposal

Dear Ms. Judith Cabelli:

On behalf of the Department of Housing and Community Development (DHCD), it gives me great pleasure to inform you that Wesley Housing Development Corporation will receive a preliminary offer from the October 2022 Affordable and Special Needs Housing application cycle to support the The Lamb Center project in the following amounts:

\$900,000 from Virginia Housing Trust Fund
\$2,000,000 from Housing Innovations in Energy Efficiency

Under separate cover you will receive the terms of this offer, including any requirements to meet federal environmental review. Each of these stipulations must be met and a program agreement for funding must be executed no later than **October 31, 2023**.

Any adjustments to the application submitted including, but not limited to, changes in committed capital sources, operating expense budgets, and unit mix must be approved by DHCD before the program funding agreement is transferred to Virginia Housing to request formal loan documents be drafted. Execution of the program agreement by October 31, 2023 is necessary to finalize your formal funding reservation and loan commitment.

A member of our team will contact you via email to begin the contract negotiation process soon. We are pleased to work with Wesley Housing Development Corporation in its affordable housing efforts.

Sincerely,

Sandra Powell
Senior Deputy Director
Community Development & Housing





CSH Headquarters
61 Broadway, Suite 2300
New York, NY 10006

March 10, 2023

Wesley Housing Development Corporation of Northern Virginia
2311 Huntington Avenue
Alexandria, Virginia 22303

Subject: CSH Funding Commitment for Wesley Housing Development Corporation

Dear Wesley Housing,

CSH is pleased to announce that you are a recipient of a 2022 Northern Virginia Supportive Housing Institute Project Initiation Grant. After an extensive internal review of your submission, we believe the Wesley Lamb PSH project aligns with CSH Quality Standards and are proud to offer a pre-development grant in the amount of \$300,000.

This letter is intended to serve as proof of commitment of funds. However, these funds will not be made available to you until the Grant Agreement is signed by all appropriate parties and thereby considered fully executed. Please expect CSH to follow up with you in the coming weeks with additional details and requests.

CSH is excited to support this project and its efforts to improve the availability and access to deeply affordable, supportive housing units.

Sincerely,

A handwritten signature in black ink, appearing to read "Nancy McGraw", written in a cursive style.

Nancy McGraw
Chief Development Officer

**Narrative Summary of Community Funding Project (CFP) for
Permanent Supportive Housing, The Lamb Center**

Transportation and Housing and Urban Development
CFP FY 2023

After a nearly 20-year hiatus, beginning in FY 2022, the United States Congress re-established a program of member-directed appropriations. Formerly known as “earmarks,” this initiative, entitled Community Funding Projects (CFPs), has specific limitations. Each member is limited to no more than 10 funding requests for community projects. There is no guarantee that requested projects will be funded. The amount of funding requested is limited (generally for a maximum of approximately \$2 million), as is the scope of the use of funds for the requested projects. Additionally, not all appropriation bills are available to receive CFP requests.

At the request of Congressman Connolly, the City of Fairfax submitted a proposal for FY 2022 for funds to restore Old Town Hall. That request for \$2.1 million was successful. This CFP was funded by the Transportation and Housing and Urban Development (THUD) appropriation, specifically under its Economic Development Initiative.

In late April 2022, Congressman Connolly visited the Old Town Hall facility to announce the successful funding of the Old Town Hall restoration project for FY 2022. At that time, as Mayor of the City of Fairfax, I discussed with Congressman Connolly the upcoming deadline for CFP requests for FY 2023. Congressman Connolly noted that for FY 2023, it would be laudable if the City’s CDF request addressed directly the basic daily needs of its most vulnerable citizens. I shared with Congressman Connolly the plans of The Lamb Center Board of Directors to create a Permanent Supportive Housing facility in the City of Fairfax. I emphasized my personal support for the proposal, as well as the support of members of the City Council and especially the broad support for TLC among the citizens within the City of Fairfax and the greater central Fairfax region. Congressman Connolly wholeheartedly agreed that the proposal had merit and endorsed the idea of the city submitting a CFP request for the permanent supportive housing project.

As with the FY 2022 request, the FY 2023 CFP request would be considered for funding under the THUD appropriation. The applicable guidelines for this appropriation are funding for “site acquisition, demolition or rehabilitation of housing or facilities, construction and capital improvements . . .”

The Executive Director of TLC and I immediately drafted the submission to Congressman Connolly’s staff for their review and submission to the THUD Committee. The request was approved by the THUD committee during mark-up and was subsequently included in the omnibus appropriation approved by the House and Senate and signed by the President. Key to this approval was the request’s adherence to the appropriation committee’s guidance that funds directly support the capital/construction portion of the permanent supportive housing project announced by TLC.

The City of Fairfax continues to work with appropriate officials within the U.S. Department of Housing and Urban Development (HUD) to facilitate the eventual disbursement of these funds. The City of Fairfax will continue to work closely with TLC to ensure the expenditure of these funds is consistent with HUD policies and procedures, and that recordation of disbursements meets all applicable federal requirements.

David L. Meyer 2/14/2023

David L. Meyer
Former Mayor (2017-2022)
City of Fairfax, Virginia



CONGRESSMAN

Press Releases

Connolly Announces Community Project Funding Requests Included in FY23 Appropriations Package

Requests total more than \$28,343,983

Washington, December 22, 2022

Today, Congressman Gerry Connolly (D-VA), Chairman of the House Subcommittee on Government Operations, announced the inclusion of fifteen of his Community Project Funding (CPF) requests in the FY 2023 omnibus appropriations package.

"I am proud to have secured more than \$28 million for our community," said Connolly. "These projects represent the cumulative efforts of Northern Virginia's leaders in public, private, and non-profit organizations. I look forward to seeing these federal dollars put to good use addressing climate change, creating affordable housing opportunities, expanding public and mass transit infrastructure in Fairfax and Prince William Counties, and more."

"These vital investments in our region's future are poised to meet Northern Virginians' needs in health care, infrastructure, education, and housing," Connolly continued. "I am grateful for the opportunity

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The House Committee on Appropriations ultimately accepted the following funding requests from Congressman Connolly, totaling \$28,343,983 in direct funds for Virginia's 11th District.

Healthcare

Project: Prince William County (PWC) Crisis Receiving and Stabilization Center (CRSC)

Recipient: Prince William County Government

Amount: \$2,000,000

Background: This project will expand the crisis resources available to those in need of 24/7 assistance. For years, the most immediate help available to someone experiencing a mental health or substance abuse crisis has been the emergency department of a hospital. Individuals meeting criteria for inpatient psychiatric hospitalization have frequently had to wait hours, days, or longer for a bed to become available, and many have had to travel far from home to find a program with room for them.

The Treatment Advocacy Center, a nationally recognized non-profit dedicated to advocacy of timely and efficient treatment of the seriously mentally ill, recommends a minimum of 50 inpatient psychiatric beds for 100,000 people. Northern Virginia has approximately 21 inpatient psychiatric beds per 100,000 residents, including private psychiatric hospital providers. In FY 2020, our region had 855 individuals that had to be placed outside of Northern Virginia because there were no available inpatient psychiatric beds.

This project will help establish a Crisis Receiving and Stabilization Center (CRSC) in Prince William County that will provide 23-hour crisis observation and short-term crisis residential services for up to 32 adults (sixteen 23-hour observation and sixteen crisis stabilization unit (CSU) beds) and up to 16 youths (eight 23-hour observation and eight beds). Phase 1 will provide eight 23-hour observation and eight

This will be a regional facility for Prince William, Alexandria, Arlington, Fairfax, and Loudoun. The CRSC will provide behavioral health crisis and detox services to stabilize individuals under the Crisis Now Model and connect them to ongoing community treatment services. Establishing a Crisis Receiving and Stabilization Center within Prince William County will provide immediate crisis response and treatment for individuals experiencing a behavioral health crisis, decrease the number of individuals needing inpatient psychiatric beds, reduce the time spent by law enforcement providing custody, and connect individuals to community supports for ongoing treatment needs once the crisis has been addressed.

Project: Behavioral Health Care Provider Incentive Program

Recipient: Fairfax County Government

Amount: \$2,000,000

Background: This program will provide eligible students and behavioral healthcare providers with financial assistance for education contingent on recipients' employment in a provider position for a minimum of three years at the Fairfax Falls Church Community Services Board (CSB). This program will allow for a variety of behavioral health and developmental disability students and practitioners to receive financial assistance for education from Fairfax County in exchange for providing service to the CSB. This program will help to address the unprecedented workforce issues being faced by the CSB and will be targeted primarily towards hard-to-fill positions that require either certificates or Associate Degrees, including positions such as registered nurses (RNs) and licensed practical nurses (LPNs). There are more than 200 vacant positions at the CSB and not enough qualified candidates to meet the current workforce needs. This program will help fill these vital positions and train the next generation of healthcare providers for Fairfax County.

Project: Saving Lives and Decreasing Health Disparities

Recipient: George Mason University

Amount: \$943,983

Background: This funding will help make mental health more

SUBSCRIBE →

problems. Without proper assessment, mental health conditions can be misdiagnosed or even overlooked, leading to increased suffering, a need for longer and more intensive treatments, increased emergency services and hospitalizations, and even the loss of life to suicide. This project will (a) train clinicians working with Community Service Boards in Northern Virginia who serve diverse low-income youth and families, and their clinical supervisors, using low- and no-cost, culturally sensitive, and evidence-based assessments that can be readily employed in community mental health settings; and (b) help administrators effectively implement use of these assessments across their organizations so that all clients may benefit from their use. The project's focus on culturally sensitive assessments will also contribute to decreases in disparities in access to high quality behavioral healthcare for diverse and lowest income youth and families.

Infrastructure

Project: North Woodbridge Pedestrian Bridge

Recipient: Prince William County Government

Amount: \$4,000,000

Background: This project consists of designing and constructing a pedestrian bridge across a busy six-lane section of US Route 1 to connect the planned North Woodbridge Town Center to transit bus and rail options at the Woodbridge VRE Station. North Woodbridge is a Metropolitan Planning Organization designated Regional Activity Center located along the Route 1 and I-95 corridors in a Transit Access Focus Area. This project is part of a larger effort to create safely walkable mixed-use communities and serves as a key connection between Equity Emphasis Areas (those with high concentrations of low-income and minority populations) and development on the east and west sides of Route 1. Additionally, the new pedestrian bridge will comply with the American with Disability Act standards for accessibility. This project will help pedestrians avoid dangerous intersections, bolster the Woodbridge economy, and save lives in the process.

Background: The project will complete several bicycle and pedestrian improvements to increase mobility and enhance accessibility to the Metrorail Silver Line stations. This includes creating protected intersections and reconstructing Sunrise Valley Drive from Innovation Station to the Fairfax County Parkway to provide a cycle track. The project will substantially improve safety for bicyclists and pedestrians alike within Herndon and Reston, a growing center of economic activity projected to provide approximately 220,000 jobs in the Reston Transit Station Area by 2050. Further, those living, working, and visiting in the area will be able to better access the Metro, enhancing connectivity to the entire Metro service area.

Project: Envision Route 7 Bus Rapid Transit

Recipient: Northern Virginia Transportation Commission

Amount: \$2,000,000

Background: This funding will help complete all planning and environmental studies necessary to start design and construction of the Envision Route 7 Bus Rapid Transit (BRT), a project that will connect the diverse communities along the VA Route 7 corridor with high-quality, frequent transit service from Alexandria to Tysons, Virginia. Route 7 is already the second-busiest bus transit corridor in the Commonwealth of Virginia. This BRT project will provide a reliable and affordable transportation option for communities along this corridor; provide a green transportation option that will reduce greenhouse gas emissions and help in the battle against climate change; reduce congestion along a key transportation corridor in Northern Virginia already benefiting from significant economic development and investment; leverage a range of federal, Commonwealth, regional, and local transportation funds; connect major employment centers (U.S. Department of Defense Mark Center, Bailey's Crossroads, Seven Corners, West Falls Church and Tysons); and further enhance a robust and growing transit system in Northern Virginia.

Project: Renovations/Improvements to the Little River Glen Senior Center

SUBSCRIBE →

Background: The Little River Glen Senior Center provides recreational activities for adults ages 50 and over. The programs and activities are as diverse as the needs and interests of the community they serve. Meals and transportation options are provided as well as access and referrals to both government and community-based resources for residents in need. The Little River Glen Senior Center already sees heavy use by the adjacent senior affordable housing and surrounding community. This project will fund hard construction costs to assist with renovations and to replace and improve outdated systems. The project will update the space to meet the current needs of the senior community. Senior centers are one of the most important resources for our aging community. They are more than just a space for seniors to meet. Senior centers promote healthy aging by helping seniors stay active and independent and serve as a meeting center for older adults.

Project: Securing the Nation's CyberInfrastructure

Recipient: George Mason University

Amount: \$1,000,000

Background: The funding will help establish a first-in-the-nation Center of Excellence in Government Cybersecurity Risk Management and Resilience. The Center will directly support and advance cybersecurity leadership and governance across the U.S. federal government by developing and providing career-long cybersecurity and IT modernization learning opportunities for federal government IT and cyber executives and middle managers; acting as a strategic partner in federal government cybersecurity and IT modernization efforts; translating state-of-the-art research on technology modernization and cybersecurity into federal government practice; collating and disseminating best practices on federal government agency cybersecurity; and fostering U.S. government cybersecurity organizational capacity. George Mason's College of Engineering and Computing, School of Business, and Institute of Digital Innovation (IDIA) will develop and operate the Center of Excellence. The Center's objective will be to support federal government cybersecurity efforts in strengthening and fostering current best practices in IT and cybersecurity leadership and governance. These activities lever

with broad and deep interdisciplinary expertise across all facets of cybersecurity research, governance, policy, and education.

Project: I-66 Trail/Vienna Metro Station Bicycle and Pedestrian Improvements

Recipient: Fairfax County Government

Amount: \$1,000,000

Background: This project will construct bicycle and pedestrian improvements from Blake Lane to near the entrance of the Vienna Metro I-66 westbound ramp. Improvements include a shared-use path along the south side of Sutton Road and a two-way cycle track and sidewalk along the south side of Country Creek Road and Virginia Center Boulevard. This project will improve access for pedestrians and bicyclists to the Vienna Metrorail Station and Oakton High School. It is in the heart of a regional activity center, is part of an equity emphasis area, and represents a link in the National Capital Trail Network. The Vienna Metro Bicycle and Pedestrian Improvements project, when finished, will provide a key connection to the larger planned I-66 parallel trail network, which will provide more than 11 miles of connectivity from Gallows Road, Dunn Loring to Centreville in Fairfax County; connect to some of the area's major regional trails, such as the W&OD Trail, to provide improved mobility and travel choices; and create additional connections along new bridges over I-66 that will better serve cyclists and pedestrians.

Education

Project: Career Readiness and Job Training for Fairfax County Youth

Recipient: Fairfax County Government

Amount: \$2,100,000

Background: This funding will enable Fairfax County, through the Department of Neighborhood and Community Services (NCS), to create neighborhood job and entrepreneurship technology and research centers for teens and young adults at the County's community centers, teen centers, and Neighborhood Initiative Sites. These (

programs. These training programs will target underserved communities in Fairfax County, many of which have been affected by generational poverty exacerbated by the pandemic.

In partnership with the Fairfax County Juvenile and Domestic Relations District Court (JDRDC), the County will provide enhanced workforce development services to youth who have been mandated by the courts to pay restitution, generally for offenses such as shoplifting and destruction of property. Often, these youth have never been employed and do not have the skills needed to make themselves employable. Without these skills, they remain unemployed and unable to make these payments, in turn defaulting on their judgments. Consequently, their time involved with the Juvenile Justice system is extended, often with additional judgments filed against them. This program will provide young people with the training to not only make healthier choices for themselves and their careers, but to acquire the skills they need to begin their journey into the adult workforce.

This investment will also strategically integrate social innovation programs that support inclusive prosperity for youth through economic mobility strategies, leadership, civic engagement, mental health, and mentorship, with the goal of interrupting the cycle of generational poverty by prioritizing economic mobility and inclusive prosperity for all. This program will focus on a continuum of services that increases young people's ability to create equitable pathways to individual and community success. Circumstances beyond one's control can disrupt or limit youths' ability to explore and pursue different careers, and this program seeks to help put the power to shape their futures back in our children's hands.

Project: Increasing the Number and Diversity of Nursing Graduates and Equipping them for Success

Recipient: Northern Virginia Community College

Amount: \$2,200,000

Background: This project will provide Northern Virginia Community College's Medical Education Campus (MEC) with \$2,200,000 to

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support or supplement required clinical training for nursing, respiratory therapy, and EMS students. This project will immediately increase the capacity of the nursing program and will hopefully yield an as many as 50 graduates annually to the region's healthcare workforce, helping to address Northern Virginia's growing nursing shortage, which was exacerbated by the pandemic.

This project will also help close the racial and ethnic diversity gap that exists in the healthcare workforce by graduating more People of Color from the License Practical Nursing to Registered Nursing program.

According to labor force statistics, Women of Color are disproportionately represented in LPN jobs compared to RNs and healthcare occupations in general (2x) and the labor force overall (5-6x), a disparity this program seeks to address head-on, ensuring the graduation of highly competent healthcare providers by securing the best learning resources for use during their training.

Project: Early Childhood Development and Learning

Recipient: Fairfax County Government

Amount: \$1,500,000

Background: This project will expand Fairfax County's Early Childhood Development and Learning Program (ECDLP) by providing access to early childhood education services for approximately 72 additional young children, ages birth to five years, in programs located in community-based settings (the number of children is dependent upon the care level - infant, toddler and preschool). In addition, these funds will be used to hire two additional staff members who will determine eligibility, process enrollment, and provide case management for participating families. Access to affordable, quality early childhood programs is a key strategy for supporting parents who are struggling to engage in the economy and take part in the workforce. This program helps address the current labor shortage across most employment sectors by extending parents who would otherwise have to stay at home the opportunity to participate in the workforce while their children receive the benefits of an early education. In turn, the program prepares young children for school and future workforce success.

Housing

Project: [Homeless Navigation Center – Eastern Prince William County](#)

Recipient: Prince William County Government

Amount: \$2,000,000

Background: This project will help establish a Homeless Navigation Center in eastern Prince William County, which will provide overnight, temporary, emergency sheltering and wrap-around services for up to 50 adults experiencing homelessness. Providing drop-in opportunities, emergency shelter, meals, showers, laundry facilities, educational opportunities, hypothermia sheltering, case management, behavioral therapy, job training, medical assessments and other support needed on an individualized basis can make the difference between persistent homelessness and moving to permanent housing and, ultimately, self-sufficiency. Access to Rapid Re-Housing, Permanent Supportive Housing and Long-Term Care will be made available, as will access to public benefits. A homeless drop-in center will also be part of the programming. The new 30,000 square-foot facility will provide for increased cooperation and coordination between community partners to address individuals' needs. This center will be a critical resource in our community's effort to end homelessness.

Project: [The Lamb Center Permanent Supportive Housing Initiative](#)

Recipient: City of Fairfax

Amount: \$1,900,000

Background: The Lamb Center (TLC) Permanent Supportive Housing Initiative will be unique to the central Fairfax County and Fairfax City region. Fairfax City will work with TLC to build a facility that includes 54 efficiency-style living units within one block of the current TLC day shelter. Residents will receive on-site case management and other wrap-around support. Case managers will help each tenant formulate and achieve individual goals such as securing veterans' benefits, earning income from work, improving physical and mental health conditions, and maintaining housing. Case managers will also provide skills training to improve individuals' abilities to budget, manage

additional services at the new housing facility. More than 1,000 people experience homelessness every day in Fairfax County and Fairfax City. Over 60,000 people in Fairfax County and Fairfax City live below the poverty level, and more than 10,000 people per year need emergency housing assistance to prevent them from becoming homeless. Individuals in our community rely on The Lamb Center for the support they need to get back on their feet and this new center will be a critical resource for helping more people who could not otherwise find stable housing.

Project: [Housing Program Participant Information Digitization/Imaging](#)

Recipient: Fairfax County Government

Amount: \$200,000

Background: Currently, much of the data related to participants in the Fairfax County Redevelopment and Housing Authority's (FCRHA) federal housing programs is maintained in hard copy. This project will help FCRHA digitize/image hard copy housing program client files in order to provide more efficient access to client information, improving customer service, and allow for more robust telework options for staff, in keeping with the FCRHA's obligations under the federal Privacy Act. The project will improve customer service and protect data privacy for the more than 5,000 participating Fairfax County families in the federal Housing Choice Voucher program.



Glad you're ok, Tisha — and thank you M

[@GerryConnolly](#) :

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Tab U:

Acknowledgement by Tenant of the availability of Renter
Education provided by Virginia Housing

Virginia Housing Free Renter Education Acknowledgement

I, _____, acknowledge I have been presented information regarding the Virginia Housing Free Renter Education to Tenants. I understand it is my responsibility to review the materials listed below at the link provided:

<https://virginiahousing.com/renters/education>

Educational materials provided in the link above:

- Rental Search
- Renter Education Guide eBook
- Renter Education Online Course
- Fair Housing Resources
- Renter Rights and Responsibilities

By signing below, I acknowledge I have read this form and understand how to access the Virginia Housing Free Renter Education materials.

Resident Name: _____

Resident Signature: _____

Address: _____

Date: _____

Resident Name: _____

Resident Signature: _____

Address: _____

Date: _____

Tab V:

Nonprofit or LHA Purchase Option or Right of First
Refusal

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO
Klein Hornig LLP
1325 G Street NW, Suite 770
Washington, DC 20005
Attn: Erik Hoffman

RIGHT OF FIRST REFUSAL AGREEMENT
(Wesley Lamb PSH)

RIGHT OF FIRST REFUSAL AGREEMENT (the “Agreement”) dated as of March 15, 2023 by and among **WESLEY LAMB LLC**, a Virginia limited liability company (the “Owner” or the “Company”), **THE LAMB CENTER**, a Virginia non-stock nonprofit corporation (the “Grantee”), and is consented to by **WL MANAGING MEMBER LLC**, a Virginia limited liability company (the “Managing Member”), **[INVESTOR ENTITY]**, a [_____] limited liability company (the “Investor Member”) and [_____] **SPECIAL LIMITED PARTNER, L.L.C.**, a [_____] limited liability company (the “Special Member”). The Managing Member, the Investor Member and the Special Member are sometimes collectively referred to herein as the “Consenting Members”. The Investor Member and Special Member are sometimes collectively referred to herein as the “Non-Managing Members”. This Agreement shall be fully binding upon and inure to the benefit of the parties and their successors and assigns to the foregoing.

Recitals

- A. The Owner, pursuant to its Amended and Restated Operating Agreement dated on or about the date hereof by and among the Consenting Members (the “Operating Agreement”), is engaged in the ownership operation of a 54-unit apartment project for families located in Fairfax, Virginia and commonly known as the “Wesley Lamb PSH” (the “Project”). The real property comprising the Project is legally defined on Exhibit A.
- B. The Grantee has a controlling interest of a member of the Managing Member of the Owner and is instrumental to the development and operation of the Project; and
- C. The Owner desires to give, grant, bargain, sell and convey to the Grantees certain rights of first refusal to purchase the Project on the terms and conditions set forth herein;
- D. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Operating Agreement.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises of the parties hereto and of other good and valuable consideration, the receipt and sufficiency of which the parties hereto acknowledge, the parties hereby agree as follows:

Section 1. Right of First Refusal

The Owner hereby grants to the Grantee a right of first refusal (the “Refusal Right”) to purchase the real estate, fixtures, and personal property comprising the Project or associated with the physical operation thereof and owned by the Company at the time (the “Property”), for the price and subject to the other terms and conditions set forth below. The Property will include any reserves of the Partnership that is required by Virginia Housing (or the “Credit Authority”) or any lender of a loan being assumed in connection with the exercise of the Refusal Right to remain with the Project.

Section 2. Exercise of Refusal Right; Purchase Price

- A. After the end of the Compliance Period, the Company agrees that it will not sell the Property or any portion thereof to any Person without first offering the Property to the Grantee (the “Refusal Right”), for the Purchase Price (as defined in Section 3); *provided, however*, that such Refusal Right shall be conditioned upon the receipt by the Company of a “bona fide offer” (the acceptance or rejection of which shall not require the Consent of the Members). The Company shall give the notice of its receipt of such offer (the “Offer Notice”) and shall deliver a copy of the Offer Notice to the Grantee. Upon receipt by the Grantee of the Offer Notice, the Grantee shall have 90 days to deliver to Company a written notice of its intent to exercise the Refusal Right (the “Election Notice”). An offer made with the purchase price and basic terms of the proposed sale from a third party shall constitute a “bona fide offer” for purposes of this Agreement. Such offer (i) may be solicited by the Grantee or the Managing Member (with such solicitation permitted to begin at any time following the end of the fourteenth (14th) year of the Compliance Period provided that the Election Notice may not be sent until the end of the Compliance Period) and (ii) may contain customary due diligence, financing, and other contingencies. Notwithstanding anything to the contrary herein, a sale of the Project pursuant to the Refusal Right shall not require the Consent of the Non-Managing Members or of Virginia Housing.
- B. If the Grantee fails to deliver the Election Notice within ninety (90) days of receipt of the Offer Notice, or if such Election Notice is delivered but the Grantee does not consummate the purchase of the Project within 270 days from the date of delivery of the Election Notice (each, individually, a “Terminating Event”), then its Refusal Right shall terminate and the Company shall be permitted to sell the Property free of the Refusal Right.

Section 3. Purchase Price; Closing

- A. The purchase price for the Property pursuant to the Refusal Right (the “Purchase Price”) shall equal the sum of (i) the principal amount of all outstanding indebtedness secured by the Project, and any accrued interest on any of such debts and (ii) all federal, State, and local taxes attributable to such sale, including those incurred or to be incurred by the partners or members of the Non-Managing Members. Notwithstanding the foregoing, however, the Purchase Price shall never be less than the amount of the “minimum purchase price” as defined in Section 42(i)(7)(B) of the Code. The Refusal Right granted hereunder is intended to satisfy the requirements of Section 42(i)(7) of the Code and shall be interpreted consistently therewith. In computing such price, it shall be assumed that each of the Non-Managing Members of the Owner (or their constituent partners or members) has an effective combined federal, state and local income tax rate equal to the maximum of such rates in effect on the date of Closing.
- B. All costs of the Grantee’s purchase of the Property pursuant to the Refusal Right, including any filing fees, shall be paid by Grantee.
- C. The Purchase Price shall be paid at Closing in one of the following methods:
- (i) the payment of all cash or immediately available funds at Closing, or
 - (ii) the assumption of any assumable Loans if Grantee has obtained the consent of the lenders to the assumption of such Loans, which consent shall be secured at the sole cost and expense of Grantee; provided, however, that any

Purchase Price balance remaining after the assumption of the Loans shall be paid by Grantee in immediately available funds.

Section 4. Conditions Precedent; Termination

A. Notwithstanding anything in this Agreement to the contrary, the right of the Grantee to exercise the Refusal Right and consummate any purchase pursuant thereto is contingent on each of the following being true and correct at the time of exercise of the Refusal Right and any purchase pursuant thereto:

- (i) the Grantee or its assignee shall be a “qualified nonprofit organization” as defined in Section 42(h)(5)(C) of the Code or another qualified purchaser described in Section 42(i)(7)(A) of the Code (collectively, each, a “Qualified Beneficiary”); and
- (ii) the Project continues to be a “qualified low-income housing project” within the meaning of Section 42 of the Code.

B. This Agreement shall automatically terminate upon the occurrence of any of the following events and, if terminated, shall not be reinstated unless such reinstatement is agreed to in a writing signed by the Grantee and each of the Consenting Members:

- (i) the transfer of the Property to a lender in total or partial satisfaction of any loan; or
- (ii) any transfer or attempted transfer of all or any part of the Refusal Right by the Grantee, whether by operation of law or otherwise, except as otherwise permitted under Section 7 of this Agreement; or
- (iii) the Project ceases to be a “qualified low-income housing project” within the meaning of Section 42 of the Code, or
- (iv) the Grantee fails to deliver its Election Notice or consummate the purchase of the Property within the timeframes set forth in Section 2 above.

Section 5. Contract and Closing

Upon determination of the purchase price, the Owner and the Grantee shall enter into a written contract for the purchase and sale of the Property in accordance with the terms of this Agreement and containing such other terms and conditions as are standard and customary for similar commercial transactions in the geographic area which the Property is located, providing for a closing (the “Closing”) to occur in the City of Fairfax, Virginia not later than the timeframes set forth in Section 2. In the absence of any such contract, this Agreement shall be specifically enforceable upon the exercise of the Refusal Right.

Section 6. Conveyance and Condition of the Property

The Owner’s right, title and interest in the Property shall be conveyed by quitclaim deed, subject to such liens, encumbrances and parties in possession as shall exist as of the date of Closing. The Grantee shall accept the Property “**AS IS, WHERE IS**” and “**WITH ALL FAULTS AND DEFECTS,**” latent or otherwise, without any warranty or representation as to the condition thereof whatsoever, including without limitation, without any warranty as to fitness for a particular purpose, habitability, or otherwise and no indemnity for hazardous waste or other conditions with respect to the Property will be provided. It is a condition to Closing that all amounts due to the Owner and the Investor Member from the Grantee or its Affiliates be paid in full. The Grantee shall pay all closing costs, including, without limitation, the

Owner's attorney's fees. Upon closing, the Owner shall deliver to the Grantee, along with the deed to the property, an ALTA owner's title insurance policy dated as of the close of escrow in the amount of the purchase price, subject to the liens, encumbrances and other exceptions then affecting the title.

Section 7. Transfer

The Refusal Right shall not be transferred to any Person without the Consent of the Investor Member, except that the Grantee may assign all or any of its rights under this Agreement to an Affiliate of Grantee (a "Permitted Assignee") at the election and direction of the Grantee or to any assignee that shall be a "qualified nonprofit organization" as defined in Section 42(h)(5)(C) of the Code or another qualified purchaser described in Section 42(i)(7)(A) of the Code (collectively, each, a "Qualified Beneficiary").

In the case of any transfer of the Refusal Right (i) all conditions and restrictions applicable to the exercise of the Refusal Right or the purchase of the Property pursuant thereto shall also apply to such transferee, and (ii) such transferee shall be disqualified from the exercise of any rights hereunder at all times during which Grantee would have been ineligible to exercise such rights hereunder had it not effected such transfer.

Section 8. Rights Subordinate: Priority of Requirements of Section 42 of the Code

This Agreement is subordinate in all respects to any regulatory agreements and to the terms and conditions of the Mortgage Loans encumbering the Property. In addition, it is the intention of the parties that nothing in this Agreement be construed to affect the Owner's status as owner of the Property for federal income tax purposes prior to exercise of the Refusal Right granted hereunder. Accordingly, notwithstanding anything to the contrary contained herein, both the grant and the exercise of the Refusal Right shall be subject in all respects to all applicable provisions of Section 42 of the Code, including, in particular, Section 42(i)(7). In the event of a conflict between the provisions contained in this Agreement and Section 42 of the Code, the provisions of Section 42 shall control.

Section 9. Option to Purchase

- A. The parties hereto agree that if the Service hereafter issues public authority to permit the owner of a low-income housing tax credit project to grant an "option to purchase" pursuant to Section 42(i)(7) of the Code as opposed to a "right of first refusal" without adversely affecting the status of such owner as owner of its project for federal income tax purposes, then the parties shall amend this Agreement and the Owner shall grant the Grantee an option to purchase the Property at the Purchase Price provided in Section 3 hereof and that meets the requirements of Code Section 42(i)(7).
- B. If the Service hereafter issues public authority to permit the owner of a low-income housing tax credit project to grant a "right of first refusal to purchase partner interests" and/or "purchase option to purchase partner interests" pursuant to Section 42(i)(7) of the Code (or other applicable provision) as opposed to a "right of first refusal to purchase the Project" without adversely affecting the status of such owner as owner of its project for federal income tax purposes (or the status of the Investor Member as a partner of the Company for federal income tax purposes) then the parties shall amend this Agreement and the Investor Members shall provide a right of first refusal and/or purchase option, as the case may be, to acquire their Interests for the Purchase Price provided in Section 3 hereof and that meets the requirements of Code Section 42(i)(7).

Section 10. Notice

Except as otherwise specifically provided herein, all notices, demands or other communications hereunder shall be in writing and shall be deemed to have been given and received (i) two (2) business days after being deposited in the United States mail and sent by certified or registered mail, postage prepaid, (ii) one (1) business day after being delivered to a nationally recognized overnight delivery service, (iii) on the day sent by telecopier or other facsimile transmission, answer back requested, or (iv) on the day delivered personally, 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 the other party:

- (i) If to the Owner, at the principal office of the Company set forth in Article II of the Operating Agreement;
- (ii) If to a Consenting Member, at their respective addresses set forth in Schedule A of the Operating Agreement;
- (iii) If to the Grantee, 3160 Campbell Drive, Fairfax, VA 22031; and

Section 11. Severability of Provisions

Each provision of this Agreement shall be considered severable, and if for any reason any provision that is not essential to the effectuation of the basic purposes of the Agreement is determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those provisions of this Agreement that are valid.

Section 12. Binding Provisions

The covenants and agreements contained herein shall be binding upon, and inure to the benefit of, the heirs, legal representatives, successors and assignees of the respective parties hereto, except in each case as expressly provided to the contrary in this Agreement.

Section 13. Counterparts

This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties have not signed the original or the same counterpart.

Section 14. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia without regard to principles of conflicts of law. Notwithstanding the foregoing, Company, Investor Member and Grantee do not intend the Refusal Right in this Agreement to be a common law right of first refusal but rather intend it to be understood and interpreted as a mechanism authorized by Section 42 of the Code to allow non-profit entities to preserve affordable housing for low-income families in accordance with Grantee's charitable objectives.

Section 15. Headings

All headings in this Agreement are for convenience of reference only. Masculine, feminine, or neuter gender, shall include all other genders, the singular shall include the plural, and vice versa as the context may require.

Section 16. Amendments

This Agreement shall not be amended except by written agreement between Grantee and the Owner with the consent of each of the Consenting Members and Virginia Housing.

Section 17. Time

Time is of the essence with respect to this Agreement, and all provisions relating thereto shall be so construed.

Section 18. Legal Fees

Except as otherwise provided herein, in the event that legal proceedings are commenced by the Owner against the Grantee or by the Grantee against the Owner in connection with this Agreement or the transactions contemplated hereby, the prevailing party shall be entitled to recover all reasonable attorney's fees and expenses.

Section 19. Subordination

This Agreement is and shall remain automatically subject and subordinate to any bona fide mortgage to (or assigned to) an institutional or governmental lender with respect to the Project and, in the event of a foreclosure of any such mortgage, or of the giving of a deed in lieu of foreclosure to any such mortgagee, this Agreement shall become void and shall be of no further force or effect.

Section 20. Rule Against Perpetuities Savings Clause

The term of this Agreement will be ninety years commencing on the date first written above unless sooner terminated pursuant to the provisions hereof. If any provision of this Agreement is construed as violating and applicable "Rule Against Perpetuities" by statute or common law, such provision will be deemed to remain in effect only until the death of the last survivor of the now living descendants of any member of the 116th Congress of the United States, plus twenty-one (21) years thereafter. This Agreement and the Refusal Right herein granted are covenants running with the land and the terms and provisions hereof will be binding upon, inure to the benefits of and be enforceable by the parties hereto and their respective successors and assigns.

Section 21. Third Party Beneficiary; Virginia Housing Rights and Powers

The Virginia Housing Development Authority ("Virginia Housing") shall be a third party beneficiary to this Agreement, and the benefits of all of the covenants and restrictions hereof shall inure to the benefit of Virginia Housing, including the right, in addition to all other remedies provided by law or in equity, to apply to any court of competent jurisdiction within the Commonwealth of Virginia to enforce specific performance by the parties or to obtain an injunction against any violations hereof, or to obtain such other relief as may be appropriate. The Authority and its agents shall have those rights and powers with respect to the Project as set forth in the Act and the Virginia Housing Rules and Regulations promulgated thereunder, including without limitation, those rights and powers set forth in Chapter 1.2 of Title 365 of the Code of Virginia (1950), as amended, and 13VAC10-180-10 et seq., as amended.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Right of First Refusal Agreement as of the date first stated above.

OWNER:

WESLEY LAMB LLC

a Virginia limited liability company,

By: WL Managing Member LLC
a Virginia limited liability company
its managing member

By: WHDC Wesley Lamb Managing Member, LLC
a Virginia limited liability company
its managing member

By: Wesley Housing Development Corporation of Northern Virginia
a Virginia nonstock corporation
its managing member

By: Kamilah McAfee
Name: Kamilah McAfee
Title: President

STATE OF Virginia)
) to-wit:
CITY/COUNTY OF Fairfax)

On March 14, 2023, before me, the undersigned, a notary public in and for said state, personally appeared Kamilah McAfee, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in her capacity as President of Wesley Housing Development Corporation of Northern Virginia, a Virginia nonstock corporation, which is the managing member of WHDC Wesley Lamb Managing Member, LLC, a Virginia limited liability company, which is the managing member of WL Managing Member LLC, a Virginia limited liability company, which is the managing member of Wesley Lamb LLC, a Virginia limited liability company, and that by her signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.



Nory Flores
NOTARY PUBLIC
My Commission Expires April 30, 2026
Serial Number: 8004228

GRANTEE:

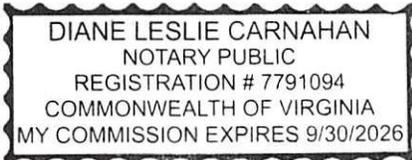
THE LAMB CENTER

a Virginia nonstock corporation

By: *Tara Ruskowski*
Name: Tara Ruskowski
Title: Executive Director

STATE OF *Virginia*)
CITY/COUNTY OF *Fairfax*) to-wit:

On *March 15* 20*23* before me, the undersigned, a notary public in and for said state, personally appeared Tara Ruskowski, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in her capacity as Executive Director of The Lamb Center, a Virginia nonstock corporation, and that by her signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.



Diane Leslie Carnahan
NOTARY PUBLIC
My Commission Expires *9/30/2026*
Serial Number: *7791094*

The undersigned hereby consents to the foregoing right of first refusal agreement as of the date first set forth hereinabove.

MANAGING MEMBER:

WL MANAGING MEMBER LLC
a Virginia limited liability company

By: WHDC Wesley Lamb Managing Member, LLC
a Virginia limited liability company
its managing member

By: Wesley Housing Development Corporation of Northern Virginia
a Virginia nonstock corporation
its managing member

By: Kamilah McAfee
Name: Kamilah McAfee
Title: President

STATE OF Virginia)
) to-wit:
CITY/COUNTY OF Fairfax)

On MARCH 14, 2023, before me, the undersigned, a notary public in and for said state, personally appeared Kamilah McAfee, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in her capacity as President of Wesley Housing Development Corporation of Northern Virginia, a Virginia nonstock corporation, which is the managing member of WHDC Wesley Lamb Managing Member, LLC, a Virginia limited liability company, which is the managing member of WL Managing Member LLC, a Virginia limited liability company, a Virginia limited liability company, and that by her signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.



Nory Flores
NOTARY PUBLIC
My Commission Expires April 30, 2026
Serial Number: 8004228

The undersigned hereby consents to the foregoing Right of First Refusal Agreement as of the date first set forth hereinabove.

INVESTOR MEMBER:

[INVESTOR ENTITY], a [_____] [_____] limited liability company

By: _____

By: _____

SPECIAL MEMBER:

[_____] [_____] **SPECIAL LIMITED PARTNER, L.L.C.**, a [_____] [_____] limited liability company

By:[_____] , LLC, a [_____] [_____] limited liability company, its manager

By: _____

STATE OF _____)
)
CITY/COUNTY OF _____)

On _____, 20__ , before me, the undersigned, a notary public in and for said state, personally appeared [_____] , personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as [_____] , the manager of [Investor Entity], a [_____] limited liability company, and [_____] **Special Limited Partner, L.L.C.**, a [_____] limited liability company, and that by his signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

Notary Public _____

Commission expires _____

EXHIBIT A

LEGAL DESCRIPTION

All that certain lot or parcel of land together with all improvements thereon located and being in the County of Fairfax, State of Virginia and being more particularly described as follows:

Lot 20, East Fairfax Park, as the same appears duly dedicated, platted and recorded in Deed Book F-13 at page 543 and Plat Book 3 at page 39, less and except that portion of the property conveyed to the Commonwealth of Virginia by deed recorded in Deed Book B-14 at pages 7 and 368, among the land records of Fairfax County, Virginia, containing 17,839 square feet, more or less.

Tab W:

Internet Safety Plan and Resident Information Form (if
internet amenities selected)

Wesley Lamb PSH Resident Internet Safety Plan and Resident Information Form

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

DRAFT

Internet Safety Plan: Resident Internet Rules, Regulations and Education Information

Rent includes free individual wireless or wi-fi internet access provided at a minimum of 10 Mbps download and 3Mbps upload speed accessible in each apartment at no additional cost to the residents. Free community room wi-fi is provided and restricted to residents in the property. Access to the community room wi-fi is through a rotating password. This Internet Usage Policy includes the rules and guidelines regarding the appropriate use of property-owned equipment, network and Internet access. The intention of this Policy is to protect both the property and all residents and their guests as a guide to the acceptable use of the property provided free Wireless network facilities and services in individual apartments as well as in the community room through a rotating wi-fi password.

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

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

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

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

Wesley Lamb PSH reserves the right to disconnect any user at any time and for any reason. The Wesley Lamb PSH Wireless Network is provided as a courtesy to allow our residents access to the internet. Users will not be given access to the Wesley Lamb PSH intranet or permission to install any software on any computers or equipment owned by the property and offered to residents for access as appropriate.

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

Residents have the right to choose not to use Wesley Lamb PSH provided wireless internet network.

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

Internet Security Plan

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

Community Center Internet Security

- The rotating password wireless network in the community room will be available during posted hours as is provided in an attempt to maintain a high level of safety;
- Residents and their guests are expected to use the Internet responsibly and productively;
- The equipment, services and technology used to access the Internet in the resident community room are the property of Wesley Lamb PSH and Wesley Lamb PSH reserves the right to monitor Internet traffic and monitor and access data that is composed, sent or received through its online connections;
- All sites and downloads may be monitored and/or blocked by Wesley Lamb PSH if they are deemed to be harmful and/or not productive to the community; and
- If Wesley Lamb PSH provides any computers for resident use, the installation of software such as instant messaging technology is strictly prohibited on community room computers.

Property Wireless Network Security

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

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

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

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

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

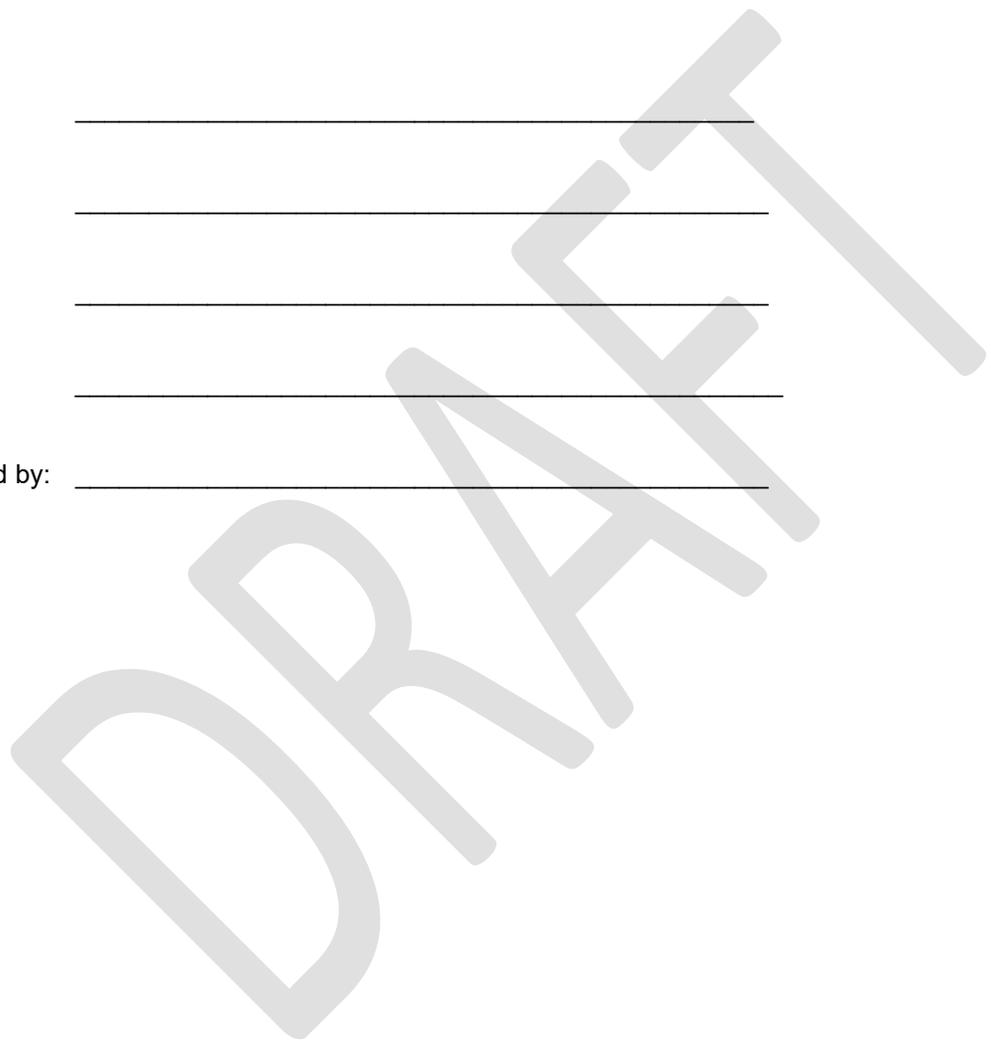
Resident: _____

Resident: _____

Address: _____

Date: _____

Witnessed by: _____



Tab X:

Marketing Plan for units meeting accessibility
requirements of HUD section 504

Wesley Property Management Company

Marketing Plan

Wesley Lamb PSH

This marketing plan is intended to address the guidelines set forth in Section III(C)(4)(a-i and a-ii) of the Virginia Housing Development Authority's LIHTC Application for Reservation and is designed to ensure that certain units at Wesley Lamb PSH ("Wesley Lamb PSH") are actively marketed to people with disabilities.

Wesley Property Management Company (WPMC) will manage Wesley Lamb PSH and will be responsible for all traditional property management functions, including leasing, rent collection, maintenance, record keeping, reporting, development of budgets, monitoring resident income qualifications, and implementing the Marketing Plan.

I. AFFIRMATIVE MARKETING

WPMC is pledged to the letter and the spirit of the U.S. policy of the achievement of equal housing opportunity throughout the Nation and will actively promote fair housing in the development and marketing of this community. WPMC (including its officers, directors and employees) will not discriminate on the basis of race, creed, color, sex, religion, familial status, age, disability or sexual orientation in its programs or housing and will also comply with all provisions of the Fair Housing Act (42 U.S.C. 3600, et. Seq.).

Any employee who has discriminated in the acceptance of a resident will be subject to immediate dismissal. All persons who contact the office will be treated impartially and equally with the only qualification necessary for application acceptance being income and credit, and conformity with the requirements of the Tax Credit program. All interested parties will be provided a copy of the apartment brochure or alternate marketing materials. Any resident who has questions not answered by the leasing staff will be referred to the Regional Property Manager assigned by WPMC.

1. Section 504 Accessible Units

There will be nine (9) units that are designated as "Section 504 Accessible Units" which will conform to HUD regulations interpreting the accessibility requirements of Section 504 of the Rehabilitation Act. These Accessible Units will actively be marketed to persons with disabilities as defined in the Fair Housing Act and will be held vacant for at least sixty (60) days. During this period, all ongoing marketing efforts will be documented by WPMC. If a qualified household including a person with a disability is not located within this sixty (60) day timeframe, WPMC will submit evidence of the marketing to VHDA's Program Compliance Officer and request approval to rent the unit to any income qualified household. Should this request be approved, any lease governing the rental of the Accessible Unit will contain a provision that in the event that a qualified household including a person with a disability applies for the unit, the household occupying the Accessible Unit must move to a comparable vacant unit. If no vacant unit of comparable size is available at that time, the

target population prospective tenant will be placed on a waiting list and placed in a unit when the first available vacant comparably sized unit becomes available to move the non-targeted population tenant.

Such move of the non-disabled tenant will be paid for by the owner.

2. Preference Units

In addition, unless prohibited by an applicable federal subsidy program, Wesley Lamb PSH will provide first leasing preferences for members of targeted populations or persons with a developmental disability (if applicable). The leasing preference shall be applied to nine (9) units or not more than fifteen percent (15%) of the units at any given time. Wesley Lamb PSH will not establish tenant selection criteria or leasing provision for these individuals that are more restrictive than its standard criteria and provision, the eligibility criteria for the state rental assistance or that are set forth in the MOU.

II. MARKETING AND OUTREACH

Locating people with disabilities to occupy the aforementioned units will be accomplished as follows:

1. Networking

WPMC will contact additional local centers for independent living and disability services boards and other service organizations via phone and printed communication. The contacts may include, but not be limited to, the following organizations, in addition to The Arc of Northern Virginia and the Community Services Board:

- ENDependence Center of Northern Virginia
2300 Clarendon Blvd., Suite 250
Arlington, VA 22201
<https://www.ecnv.org>
[Email: info@ecnv.org](mailto:info@ecnv.org)
(703) 525-3268 (local)
(703) 525-3585 (fax)
(703) 525-3553 (Accessible)
Accessible Phone Type: TTY
- Social Serve
PO Box 35305 Charlotte,
NC 28235
www.socialserve.com
Email: info@socialserve.com
(877) 428-8844 (Toll-Free)
(866) 265-7811 (Toll-Free fax)
TDD/TTY: 7-1-1

- Brain Injury Services
8136 Old Keene Mill Road Springfield,
VA 22152 www.braininjurysvcs.org
(703) 451-8881 (p)
(703) 451-8820 (f)

2. Internet Advertising

WPMC utilizes many online internet sources such as virginiahousingsearch.com, paid search, ApartmentGuide.com, Apartments.com, Rent.com, Craigslist.com, and many others. Using lead management software, which helps track apartment leads as they move through the leasing process, WPMC has found these sources to be very effective in driving directing qualified traffic than other online sources and print publications.

3. Print Media

Print media sources will also be identified in Fairfax City that cater to people with disabilities as well as the public at large. These sources may include, but are not limited to, rental magazines such as the Apartment Shoppers Guide, Apartments For Rent, local newspapers, etc. All advertising materials related to the project will contain the Equal Housing Opportunity logotype, slogan or statement, in compliance with the Fair Housing Act, as well as the fact that units for people with disabilities are available.

4. Social Media and Online Leasing Strategy

In addition to internet listing services, WPMC has recognized the importance of managing and monitoring social media channels. These platforms often serve as decision-making tools for searching for an apartment as prospects are relocating or newly arriving to the greater Washington DC area. WPMC trains our employees to become ambassadors of our brand and take responsibility for creating brand awareness and loyalty on each platform.

WPMC values the opinions of those who interact with its brand online and has implemented a comprehensive strategy to ensure that employees respond to reviews and provide the same excellent customer service online as they do directly at the properties. Since prospects often look to peer reviews when researching a property, it is essential to solicit positive reviews from satisfied residents and also address the concerns of those that post negative reviews. Our goal is to always have a positive impression of the quality of the services realized by our current clients and then conveyed to our future clients. We want to continually and consistently foster positive online recommendations for the property.

5. Resident Referrals

An effective Resident Referral program will be set up, in which current residents are rewarded for referring friends, coworkers, and others who may have disabilities to the property. These referrals are generally the best form of advertising as it attracts friends who

will want to reside together, thus binding the community. WPMC offers a tiered referral program which pays the resident a higher bonus as they refer additional renters.

Complete resident satisfaction is a priority to the WPMC team. The Wesley Property Management name, as well as the Wesley Housing Development Corporation name are synonymous with warm hospitality and caring, empathetic staff with a desire to assist our residents with their needs. Resident referrals and word of mouth are always a valuable source of leases; therefore, from day one we will promote services to benefit all our residents.

6. Marketing Materials

Additional marketing materials are needed in order to further support the specific marketing effort to people with disabilities. All printed marketing materials will include the EHO logo. The marketing will also emphasize the physical and administrative compliance with the Americans with Disabilities Act.

These marketing materials include:

- **Brochures** –A simple, two-color brochure may be produced at low cost which will effectively sell the apartments and community. This brochure will include the floor plans, a listing of features and amenities. The floor plans should be printed in as large a format as possible.
- **Flyers** - As mentioned earlier, a flyer campaign may be used effectively to market the community. Each flyer should incorporate graphics as well as a small amount of copy and should be designed to generate traffic. As such, each flyer may include a special offer with a deadline (e.g. "Bring this flyer with you when you visit this weekend and pay no application fee!")
- **Follow-Up Marketing**- All visitors to the Management office should receive a thank you note from the Property Manager. This can be written on a plain thank you card, or for greater impact, on a post card with a photo of the community or a thank you note with the community's logo.

III. PUBLIC AND COMMUNITY RELATIONS

Equal Housing Opportunity promotions - all Site Signage containing the EHO logo and Fair Housing posters are displayed in the Rental Office. Also posted in the Rental Office are instructions to anyone who feels they have been discriminated against to contact the Project Manager at WPMC directly. WPMC encourages and supports an affirmative marketing program in which there are no barriers to obtaining housing because of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, physical or mental handicap, political affiliation, source of income, or place of residence or business.

Additionally, a public relations program will be instituted to create a strong relationship between management and local disability organizations, neighborhood civic organizations, churches and synagogues, city officials, and other sources of potential qualified residents still to be identified.

IV. TENANT SELECTION AND ORIENTATION

The first contact with the management operations is an important one in attracting qualified residents; therefore the management/leasing offices should convey a sense of professionalism, efficiency, and cleanliness. The management/leasing office will be designed to provide a professional leasing atmosphere, with space set aside specifically for resident interviews and application assistance. The leasing interviews will be used to emphasize the respect afforded to the resident and the responsibilities which the resident will be expected to assume.

Times of Operation - the Rental Office will be open Monday through Friday from 9:00 A.M. to 5:00 P.M. Applicants will be processed on site in accordance with approved criteria. After hours inquiries will be received by the answering services which will take messages and forward them to the Management Office to handle on the next business day. Move-in process and orientation to property - applicants meet with the Community Manager or designated staff to discuss programs available on the property and will be supplied relevant information to assist them in their move.

See the **Wesley Lamb PSH Management Plan**, for more details regarding the Application Processing and Tenant Selection Criteria.

V. MARKET ANALYSIS

This shall be basis for a continuously updated Marketing Plan for the Property. As the rental market and the needs of the Property change, the market analysis will enable the Agent to identify needed changes and implement them as necessary.

1. Neighborhood Survey

- a) WPMC will periodically survey comparison properties in terms of rental rates, concessions, location, size, design, amenities, and lease term conditions to keep abreast of the market forces that would affect the community.
- b) WPMC will conduct periodic shopping visits to competitors to evaluate demeanor and leasing techniques used by others. Notations regarding such visits will be included in the Market Survey Sheet for the record.

2. Community Survey

- a) Communication with and knowledge of the existing residents will be emphasized to the on-site staff to obtain important feedback on the quality of services and living conditions offered within the community.
- b) Periodic confidential Resident Satisfaction Surveys will be sent out to the residents and the completed forms will be reviewed and evaluated by the Regional Property Manager to determine the level of resident satisfaction and to plan for changes that will help improve services if needed.

Tab Y:

Inducement Resolution for Tax Exempt Bonds

N/A

Tab Z:

Documentation of team member's Diversity, Equity and
Inclusion Designation

SWAM CONTRACT CERTIFICATION

(TO BE PROVIDED AT TIME OF APPLICATION)

LIHTC Applicant Name Wesley Lamb LLC

Name of SWaM Service Provider Pando Alliance

Part II, 13VAC10-180-60(E)(5)(e) of the Qualified Allocation Plan (the “Plan”) of the Virginia Housing Development Authority (the “Authority” formerly Virginia Housing) for the allocation of federal low income housing tax credits (“Credits”) available under §42 of the Internal Revenue Code, as amended, provides that an applicant may receive five (5) points toward its application for Credits for entering into at least one contract for services provided by a business certified as Women-Owned, Minority-Owned, or Service Disabled Veteran-owned through the Commonwealth of Virginia’s Small, Women-owned, and Minority-owned Business certification program (SWaM Program). Any applicant seeking points from Part II, 13VAC10-180-60(E)(5)(e) of the Plan must provide in its application this certification together with a copy of the service provider’s certification from the Commonwealth of Virginia’s SWaM Program. The certification and information requested below will be used by the Authority in its evaluation of whether an applicant meets such requirements.

Complete a separate form for each SWaM Service Provider.

INSTRUCTIONS

Please complete all parts below. Omission of any information or failure to certify any of the information provided below may result in failure to receive points under Part II, 13VAC10-180-60(E)(5)(e) of the Plan.

1. The SWaM Service Provider will provide the following services and roles eligible for points under the Plan:
 - consulting services to complete the LIHTC application;
 - ongoing development services through the placed in service date; general contractor;
 - architect;
 - property manager; accounting services;
 - or legal services.

2. Please describe in the space below the nature of the services contracted for with the SWaM certified service provider listed above. Include in your answer the scope of services to be provided, when said services are anticipated to be rendered, and the length of the contract term. Pando Alliance was contracted to support the LIHTC application submission.
Services provided include preliminary HERS energy modeling, utility allowance calculations based on energy model utility allowance calculations based on Green Communities water calculator, and Green certification checklist.
Contract was signed in October 2022 and expires once the listed services are complete. Wesley Lamb LLC
intends to contract with Pando Alliance for services throughout the building construction and delivery.

Appendices continued

3. Attach to this certification a copy of the service provider's current certification from the Commonwealth of Virginia's SWAM Program.
4. The undersigned acknowledge by their signatures below that prior to the Authority's issuance of an 8609 to the applicant, the undersigned will be required to certify that the SWaM service provider successfully rendered the services described above, that said services fall within the scope of services outlined within Part II, 13VAC10-180-60(E)(5)(e) of the Plan, and that the undersigned service provider is still a business certified as Women-Owned, Minority-Owned, or Service Disabled Veteran-owned through the Commonwealth of Virginia's SWaM) Program.

CONTRACT CERTIFICATION

The undersigned do hereby certify and acknowledge that they have entered into with each another at least one contract for services as described herein, that said services fall within the scope of services outlined within Part II, 13VAC10-180-60(E)(5)(e) of the Plan, that the undersigned service provider is a business certified as Women- Owned, Minority-Owned, or Service Disabled Veteran-owned through the Commonwealth of Virginia's SWaM Program, and that it is the current intention of the undersigned that the services be performed (i.e., the contract is bona fide and not entered into solely for the purpose of obtaining points under the Plan). The undersigned do hereby further certify that all information in this certification is true and complete to the best of their knowledge, that the Authority is relying upon this information for the purpose of allocating Credits, and that any false statements made herein may subject both the undersigned applicant and the undersigned service provider to disqualification from current and future awards of Credits in Virginia.

APPLICANT

Name of Applicant Wesley Lamb LLC

Signature of Applicant 

Printed Name and Title of Authorized Signer

Kamilah McAfee
President of Wesley Housing Development Corporation of Northern Virginia,
managing member of WHDC Wesley Lamb Managing Member, LLC,
the managing member of WL Managing Member LLC

SWAM CERTIFIED SERVICE PROVIDER

Name of SWaM Certified Service Provider Pando Alliance

Signature of SWaM Certified Service Provider 

Printed Name and Title of Authorized Signer

Thiel Butner, Managing Principal

SWaM CONTRACT CERTIFICATION

(TO BE PROVIDED IMMEDIATELY PRIOR TO ISSUANCE OF 8609)

LIHTC Applicant Name Wesley Lamb LLC

Name of SWaM Service Provider Pando Alliance

Part II, 13VAC10-180-60(E)(5)(e) of the Qualified Allocation Plan (the “Plan”) of the Virginia Housing Development Authority (the “Authority” formerly Virginia Housing) for the allocation of federal low income housing tax credits (“Credits”) available under §42 of the Internal Revenue Code, as amended, provides that an applicant may receive five (5) points toward its application for Credits for entering into at least one contract for services provided by a business certified as Women-Owned, Minority-Owned, or Service Disabled Veteran-owned through the Commonwealth of Virginia’s Small, Women-owned, and Minority-owned Business certification program (SWaM Program). Any applicant seeking points from Part II, 13VAC10-180-60(E)(5)(e) of the Plan must provide in its application this certification together with a copy of the service provider’s certification from the Commonwealth of Virginia’s SWaM Program. The certification and information requested below will be used by the Authority in its evaluation of whether an applicant meets such requirements.

INSTRUCTIONS

Please complete parts 1 and 2 below. Omission of any information or failure to certify any of the information provided below may result in failure to receive points under Part II, 13VAC10-180-60(E)(5)(e) of the Plan.

1. Please describe in the space below the nature of the services contracted for with the SWaM certified service provider listed above. Include in your answer the scope of services provided and when said services were rendered.

Pando Alliance is Wesley Lamb LLC sustainability consultant and the contract execution was on
October 2022. Services rendered support the Wesley Lamb LLC LIHTC application. Services include:
preliminary HERS energy modeling, preliminary utility allowance calculations based on energy models,
and utility allowance calculations based on Green Communities water calculator.

2. Attach to this certification a copy of the service provider’s current certification from the Commonwealth of Virginia’s SWaM Program.
3. If the undersigned SWaM service provider is different from the service provider listed on the SWaM Contract Certification provided to the Authority with the application for Credits, please describe the details surrounding why the original contract was terminated, when it was terminated, when the new contract with the undersigned SWaM service provider was executed, which services or portion thereof (if any) from the original contract were performed by the original service provider, and which services or portion thereof were performed by the undersigned SWaM service provider.

Appendices continued

CONTRACT CERTIFICATION

The undersigned do hereby certify and acknowledge that they previously entered into with one another at least one bona fide contract for services as described herein, that said services were successfully and properly performed, that said services fall within the scope of services outlined within Part II, 13VAC10-180-60(E)(5)(e) of the Plan, and that the undersigned service provider is a business certified as Women-Owned, Minority-Owned, or Service Disabled Veteran-owned through the Commonwealth of Virginia's Small, Women-owned, and Minority-owned Business (SWaM) certification program. The undersigned do hereby further certify that all information in this certification is true and complete to the best of their knowledge, that the Authority is relying upon this information for the purpose of allocating Credits, and that any false statements made herein may subject both the undersigned applicant and the undersigned service provider to disqualification from current and future awards of Credits in Virginia.

APPLICANT

Name of Applicant Wesley Lamb LLC

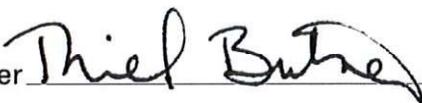
Signature of Applicant 

Printed Name and Title of Authorized Signer

Kamilah McAfee
President of Wesley Housing Development Corporation of Northern Virginia,
managing member of WHDC Wesley Lamb Managing Member, LLC,
the managing member of WL Managing Member LLC

SWAM CERTIFIED SERVICE PROVIDER

Name of SWaM Certified Service Provider Pando Alliance

Signature of SWaM Certified Service Provider 

Printed Name and Title of Authorized Signer

Thiel Butner, Managing Principal

COMMONWEALTH OF VIRGINIA



DEPARTMENT OF SMALL BUSINESS & SUPPLIER DIVERSITY

101 N. 14th Street, 11th Floor
Richmond, VA 23219

PANDO ALLIANCE, LLC

is a certified Women Owned

Business meeting all the requirements set forth under the Code of Virginia Section 2.2-16.1 et seq.
and Administrative Code 7VAC 13-20 et seq.

Certification Number: 813368

Valid Through: Jun 29, 2025

Accordingly Certified

A handwritten signature in blue ink, appearing to read "Tracey G. Wiley".

Tracey G. Wiley, Director

CERTIFIED

SWaM
Small,
Women and
Minority-Owned

Supplier Diversity Strengthens the Commonwealth
by the Virginia Department of Small Business & Supplier Diversity



SCHEMATIC DESIGN PROPOSAL

The Lamb Center

Prepared for	Wesley Housing Development Corporation	
Prepared on	June 23, 2022	Based on email dated June 16, 2022

The following are services to support your LIHTC application submission:

Preliminary HERS energy modeling – 4 unique model types	
Preliminary utility allowance calculations (electric only) – Based on energy models	
Preliminary utility allowance calculations (electric only) – Based on Green Communities water calculator	
Green certification checklist – Schematic, 2020 NGBS	
Teleconferences and general consulting – up to 4 hours	
Total	\$4,900

This proposal is fee for service and is subject to change should additional services be requested during this phase. Additional specific consulting requests beyond the scope described here will be billed at the rate of \$150/hr.

Pando Alliance's role is advisory in nature. Client assumes all responsibility for the final design, selection, installation, and performance of all measures and features of the project and for compliance with program requirements and guidelines.

BILLING AND PAYMENT

1. This Agreement is fee for service.
2. Payments shall not be deferred, discounted, or otherwise subject to delays in funding or closing, except by written agreement.
3. Payment is due within 30 days of each invoice. Failure to remit payment within 90 days of invoice date will result in the assessment of simple interest at the rate of 1.5% per month (18% per annum).
4. In the event Client fails to make payment as required and Pando Alliance retains counsel to pursue collection, Client shall be responsible for all attorney's fees and expenses incurred in connection with collecting any amounts owed.

Acceptance

Prepared by Consultant		Accepted by Client	
Name	Janice Romanosky and Thiel Butner	Name	Judith Cabelli
Title	Principals	Title	Director of Real Estate Development
Entity	Pando Alliance, LLC	Entity	Wesley Housing
Signature		Signature	
Date	2022-10-21 1:08 PM EDT	Date	2022-10-21 12:31 PM EDT
Main	443-364-8047	Phone	571-220-1854
Email	janice@pandoalliance.com, thiel@pandoalliance.com		
EIN	27-3405679	MDOT MBE/DBE/SBE Certification No. 11-141	
Baltimore City WBE Certification No. 12-358319		Prince George's Co. MBE Certification No. 16-11798	

Attachment A: Terms and Conditions

This entire document is an Agreement for the project described in Section I: Executive Summary and will constitute the contract between Pando Alliance, LLC and the Client upon Client's execution of this Agreement.

I. GENERAL

1. The pricing set forth in the Proposal is valid for 90 days from the date on which it was prepared. Proposals not executed within 90 days are subject to revision.
2. Upon timely acceptance of the Proposal, it shall be a binding Agreement. This Agreement constitutes the entire understanding of the parties, and any prior verbal or unexecuted written Proposals are superseded unless expressly incorporated herein.
3. Both parties reserve the right to terminate this Agreement if inspections and testing have not been completed in full within 30 months of the date of acceptance. Pricing adjustments may occur every twelve months after the date of contract acceptance as provided below.
4. The Project Description describes our understanding of your project as of the date of this document. Proposed certifications and scope of work are based on this project understanding. This scope of work is comprehensive in nature and addresses all rating services required in accordance with the program requirements in effect as of the date of this Proposal. The project scope of work is subject to change should new program requirements or design changes be presented which could materially affect services required.
5. Only the work set forth in Section III: Scope of Work is included in the contract price. Should Client desire to modify the Scope of Work prior to execution of the Agreement, a revised Proposal will be submitted by Pando Alliance. Modification of the Scope of Work after execution may require an executed Additional Services Agreement. Fees for additional services outside of the Scope of Work are set forth in Section IV: Additional Services.
6. Pando Alliance's role is advisory in nature. When requested, Pando Alliance shall provide guidance on materials, methods, and point strategies that satisfy program requirements. Client assumes all responsibility for the final design, selection, installation, and performance of all measures and features of the project and for compliance with program requirements and guidelines. Pando Alliance shall not be responsible for the acts or omissions of the Owner, architect, architect's other consultants, contractor, subcontractor, their agents or employees, or other persons performing any of the work.
7. As the Rater/Verifier, Pando Alliance has no final authority to award certification to the project on behalf of any rating system and makes no guarantee of final certification for the project. The authority to certify the project rests solely with the certifying entity. Certification is wholly dependent upon Client's compliance with all mandatory program requirements. By submitting documentation of program requirements to the certifying entity, Pando Alliance certifies that the information contained within the submitted documents is accurate and in accordance with the program's guidelines, based on the conditions observed.
8. Projects pursuing Energy Star and/or a green standard certification are intended to deliver improved performance when compared to multifamily buildings built to code minimum. However, program requirements alone cannot prevent all ventilation, indoor air quality, and HVAC problems (especially those caused by a lack of maintenance or occupant behavior). Therefore, design reviews, inspections, and testing are not a guarantee of building durability or that the building(s) will perform to any specified level or manner.
9. Test results and inspection findings are based on conditions present on the date of the site visit and are subject to variation after the completion of that visit. Subsequent work performed by the contractor or subcontractor, or other conditions may affect the results noted within the reports. These variations are beyond the control of Pando Alliance.
10. Energy audit reports of existing buildings describe specific conditions in a limited number of dwelling units at a certain point in time. Conditions reported are generally presumed to be representative of the entire property but may not reflect all current conditions. Should Pando Alliance observe any unsafe conditions during the audit, it will report them, but it has no contractual or other obligation to do so. This Agreement provides no rights to, or obligations by Pando Alliance, to any third parties.
11. Architect shall not impede direct communication with the Owner or the builder regarding project's compliance status as it relates to design decisions and field implementation.
12. Pando Alliance shall retain all rights to its processes, analyses, test data, reports, and certificates, including the right to reuse information contained in them in the normal course of professional activities. Upon payment of all sums due, Owner shall have a worldwide license to use the final reports and certificates without further consent from Pando Alliance. It is expressly understood and agreed that final reports and/or certificates are only applicable to the project specified in the contract and cannot be used by Owner in conjunction with any other projects. In the event Client provides data to Pando Alliance, Client represents that it has ownership of the data and that, to the best of Client's knowledge, information, and belief, the data are accurate. Pando Alliance has no ownership interest in any Client supplied data.

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13. Unless expressly agreed otherwise, Client consents to Pando Alliance's reference to Client's project and use of non-copyrighted photographs or images of the project for promotional purposes. Pando Alliance will not publish for promotion any photographs of non-public, occupied areas.
14. Pando Alliance will perform all services hereunder in accordance with industry recognized practices and shall have the sole right to determine the means and methods used in performing its services.

II. CONSTRUCTION ADMINISTRATION

1. Pando Alliance will coordinate its site visits with the property manager or builder, as appropriate, and will work to minimize disruptions to residents. Dwelling units and other spaces must be fully and readily accessible for inspections and/or testing upon Pando Alliance's arrival. Substantial wait times (i.e., in excess of 15 minutes) will be billed at the standard hourly rate as set forth in Section IV: Additional Services. A change order will not be issued for wait times or additional fees incurred as a result of unforeseen conditions. These will be invoiced by Pando Alliance in the normal course of billing.
2. Inspections may be canceled by the builder without penalty up to 4 hours prior to scheduled arrival. Failure to cancel inspections in advance will result in assessment of a site visit fee.
3. In the event of unforeseen conditions (i.e., bed bugs, structural or other damages, threatening or dangerous situations, or environmental contaminants), at its sole discretion, Pando Alliance reserves the right to revise the Scope of Work or reschedule site visits to occur after the condition is remediated. In such cases, additional fees may be assessed due to additional time or repeat visits required to perform the contracted services.
4. Where threatening or dangerous situations are identified which pose a risk of bodily harm, Pando Alliance reserves the right to require uninterrupted accompaniment by a Client representative. In cases where a Client representative is unable to ensure such accompaniment, Pando Alliance reserves the right to send a team of two Raters, and site visit fees will be assessed for each.
5. In the event of a public health emergency (i.e., COVID-19), at its sole discretion, Pando Alliance reserves the right to revise the Scope of Work and implement specific constraints under which that work may be performed. For example, based on industry guidance and in compliance with all program requirements, virtual visual inspections may be implemented.
6. With the exception of energy audits, fees for inspections and testing assume all units are unoccupied. A surcharge will be assessed for inspections and/or testing in occupied units. A Client representative is required to accompany Pando Alliance in all occupied units.
7. Site visit fees for final verifications assume one Rater in attendance and up to 6 units per site visit. Units and other spaces must be fully and readily accessible for inspections and/or testing upon Rater's arrival. Compressed schedules that require additional inspections and/or testing on a single day may require multiple Raters. A surcharge will be assessed for multiple Raters.
8. Sampling status may be granted to qualified builders based upon their ability to consistently demonstrate routine and unprompted compliance with all mandatory program requirements. This scope of work assumes but does not guarantee that each inspection type will become eligible for Sampling after consecutively passing the minimum number of inspections. Sampling could begin later than estimated or not at all, depending upon builder and subcontractor performance. Upon qualifying for Sampling, the sampling of inspections and/or testing may begin. Where implemented, Sampling will be conducted in accordance with the RESNET or LEED for Homes requirements, as applicable. See Exhibit B, Sampling Quick Guide, for a summary of these protocols.
9. If applicable, a Recommended Contingency has been established for the purpose of billing additional site-related services as the need may arise. Examples of such services include additional inspections, testing, and/or site visit fees associated with prior failures, major changes to the construction schedule, or to expedite unit turnover. The Contingency allows for retesting and troubleshooting to proceed during the same visit rather than incurring an additional site visit fee after approval has been obtained. See Exhibit B, Sampling Quick Guide, for a description of events that could result in such additional services. These services, if required, will be billed according to the fee schedule set forth in Section IV: Additional Services. For projects without a Contingency, if any tests/inspections fail, the additional verification work required for program compliance will immediately be out of scope, and Pando Alliance will be unable to proceed until additional services are authorized and an addendum executed by Client.

III. BILLING AND PAYMENT

1. This Agreement is fee for service. The Contingency will only be billed for specific services, as needed. Details of these services will be provided on the invoice. Any unused contingency will not be billed.
2. Pando Alliance will submit invoices monthly. Each invoice will be accompanied by supporting documentation of the charges contained therein, including the line items from the scope of work and the quantities performed. A sample of the invoice format is provided in Exhibit A. Administrative time required to fulfill requests for special billing formats or additional documentation that deviate from the example provided may result in additional charges to cover the administrative costs incurred by Pando

Alliance. Upon receipt of such a request, a fee shall be proposed in advance and must be authorized before Pando Alliance will proceed with the work.

3. Payment is due within 30 days of each invoice. Failure to remit payment within 90 days of invoice date (60 days past due) will result in the assessment of simple interest at the rate of 1.5% per month (18% per annum). Certification and/or proof of certification shall not be provided if payment on any invoice is more than 60 days past due.
4. Pando Alliance reserves the right to suspend its performance under the Agreement if payment for the completed phase has not been received within 45 days of the date of invoice.
5. Payments shall not be deferred or subject to delays in funding or closings.
6. If the project is put on hold or stopped for a period greater than 6 months, Pando Alliance reserves the right to assess a restart fee to compensate for the remobilization of staff and reevaluation of project status and program compliance.
7. In the event Client fails to make payment as required and Pando Alliance retains counsel to pursue collection, Client shall be responsible for all attorney's fees and expenses incurred in connection with collecting any amounts owed.
8. Client may not rely on Pando Alliance's final report and/or certificates until receipt of final payment.
9. External fees are presented as a courtesy for budgeting purposes. They are subject to change and cannot be guaranteed by Pando Alliance. Any external fees charged by certifying entities must be paid by Client prior to issuance of certification. All external fees are the sole responsibility of the Client, whether paid directly or by Pando Alliance.
10. Incidental fees, such as for notary services, postage, and photocopying, will be billed as reimbursable expenses.
11. Pando Alliance reserves the right to adjust fees for the project annually, no sooner than 12 months from contract acceptance. If adjusted, fees will be increased in accordance with the CPI in the mid-Atlantic region plus 1%.

IV. INSURANCE

1. Pando Alliance shall maintain the following insurance for the duration of this Agreement:
 - a. General Liability with policy limits of \$1,000,000;
 - b. Automobile Liability with policy limits of \$1,000,000;
 - c. Workers' Compensation as required by the State of Maryland
 - d. Professional Liability with policy limits of \$1,000,000; and
 - e. Umbrella Policy with policy limits of \$4,000,000.

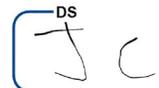
If the requirements exceed the types and limits shown above, Client shall reimburse Pando Alliance for any additional costs incurred to obtain insurance in excess of these amounts.

V. WAIVER OF SUBROGATION, INDEMNIFICATION AND WAIVER OF SPECIAL DAMAGES

1. Client shall indemnify Pando Alliance and hold it harmless from and against any claims, damages, losses, or judgments brought by third parties including reasonable attorney's fees and expenses arising therefrom that are caused by the negligent acts or omissions of the Client or its agents.
2. Pando Alliance shall indemnify and hold Client harmless from and against any claims, damages, losses or judgments brought by third parties including reasonable attorney's fees and expenses arising therefrom that are caused by the negligent act or omissions of Pando Alliance.
3. Each party waives against the other any claims for special, incidental, punitive, indirect or consequential damages arising out of or relating to this Agreement or the Project.
4. To the extent damages are covered by insurance, the parties to this agreement waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance.

VI. MISCELLANEOUS

1. In the event a court determines that any term of this Agreement is unenforceable, such term shall be severed from the Agreement and all other terms shall apply.
2. In the event of any conflict or ambiguity between the terms of this Agreement and any other agreement relating to the work, the terms of this Agreement shall apply.

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3. The terms set forth herein constitute the entirety of the Agreement. No prior proposals or discussions constitute part of any agreement.
4. In the event of a dispute between Client and Pando Alliance, Maryland law shall apply without regard to conflict of law principles. The parties agree to jurisdiction and venue in the state and federal courts of Maryland, as applicable.
5. The parties waive any right to a jury trial.
6. This Agreement may not be assigned absent the written consent of the parties
7. Prior to instituting suit other than for collection of fees owed hereunder, the parties agree to submit the issue to at least one three-hour session of non-binding mediation with a lawyer from the approved list of mediators for the Circuit Court for Howard County, Maryland with experience in construction law or contract disputes.
8. Either party may terminate this Agreement without cause upon 14 days written notice. In the event Pando Alliance has commenced work, Client shall pay Pando Alliance for all work performed and expenses incurred up to the date of termination.

Revised October 26, 2021

EXHIBIT A



ACTIVITY LOG

Full Project Name	INVOICE # 21-XXXX						
Contract Phase	Phase Budget	Total Invoiced		Prior Invoices		This Invoice	
		% Billed	\$ Billed	% Billed	\$ Billed	% Billed	\$ Billed
Design Phase Services	####	#VALUE!	\$0	#VALUE!	\$0	#VALUE!	\$0
Construction Administration Services	####	#VALUE!	\$0	#VALUE!	\$0	#VALUE!	\$0
Contingency Budget	####	#VALUE!	\$0	#VALUE!	\$0	#VALUE!	\$0
Totals	\$0	#DIV/0!	\$0	#DIV/0!	\$0	#DIV/0!	\$0

Date	Detailed Activity	Unit	Cost	Qty	Extended
Design Phase Services					
					\$0
Construction Administration Services					
					\$0
Contingency Budget					
					\$0
Total					\$0

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EXHIBIT B

Sampling Quick Guide

Product Eligibility

The dwelling units sampled shall be of the same construction type using the same envelope system.

Performance Eligibility

Sampling eligibility is based upon a builder's ability to consistently demonstrate superior quality control in the field. As such, it is an earned privilege. The length of time required to earn sampling status is wholly dependent upon the builder's ability to demonstrate routine and unprompted compliance with all mandatory program requirements. Eligibility has been demonstrated when a complete set of inspected features in 7 consecutive dwelling units passes without prompting or corrections. Dwelling units must qualify separately for rough inspections and each final inspection type for Sampling.

Sampling

Within the next group of dwelling units presented for inspection, one is randomly selected for inspection at a rate of 1 in 7. If inspections proceed without incident, sampling continues until all inspections of that type are complete.

- *Every dwelling unit within a given batch must be ready for inspection within the same 30 calendar day period.*
- *If fewer than seven (7) dwelling units are available for that phase of inspection, the sample set must be cut off at the number of dwelling units that are available within that 30-day period.*

Initial Failures

Each Failed Item requires a minimum of 2 reinspections. *See notes below.* Should a Failure occur, the Failed Item is inspected in 2 other dwelling units of the same group that was presented. If this same Failure is found in either of those 2 inspections, the item shall be inspected in 4 more units. All Failures must be corrected and reinspected. Provided those subsequent inspections proceed without incident, sampling continues until the project is complete.

- *The 2 additional inspections must be full inspections/tests of the Failed Item. A rough Failed Item is a full rough inspection. A final Failed Item is a specific test or group of tests.*
- *If the Failed Item is very specific, make it a point to check that very specific item when it is next presented for inspection. This aspect of verification does not have to be documented provided the formal process is followed and documented.*
- *Should a Failure occur in a dwelling unit presented for inspection due to unexpected damage or miscommunication between subcontractors and builders, that inspection type may be classified as "not ready," and shall not count as a Failed Item.*

Additional Failures

Further action is required if 3 Additional Failures occur within 90 calendar days.

- **Previously Failed Item** – Following an Initial Failure of any type, if that same Failed Item reoccurs 3 times within a 90 day period, this single measure is disqualified from sampling until 7 consecutive passes are achieved. Sampling continues for the remaining items.
 - *If there have been a total of 4 Failures of the same Failed Item at any point in the project after initially qualifying for sampling, then that item must requalify for sampling.*
 - *Upon requalifying for sampling, this Failed Item has a "clean slate" and could fail as many as 4 more times before having to requalify for sampling.*
- **Various Failed items** – Following an Initial Failure of any type, if 3 subsequent Failures of any type occur within a 90 day period, Sampling shall be suspended for that inspection type (either rough or final) until one of the following occurs:
 - Builder meets the initial qualifications for sampling OR
 - Builder conducts a root cause analysis which is submitted to Pando for review and approval.

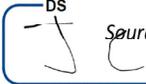
Definitions

Failure – When one or more threshold specifications or minimum performance requirements is not met during the testing and inspection process.

Initial Failure – When one or more failure(s) are first identified in a dwelling unit during the sampling process.

Additional Failure – When additional instances of initial failure(s) are identified in one or more of the other dwelling units.

Failed Item – A Failed Item constitutes a category of failure, such as insulation installation, duct leakage, prescriptive air sealing requirements, insulation enclosure, eave baffles, mechanical system efficiency, window specifications, etc. For the purpose of follow-up inspections, a Failed Item is not limited to the specific instance in a dwelling unit but to that category of the minimum rated features or construction component as it applies to that dwelling unit's design.

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 Source: RESNET

Invoicing Instructions Request Form

Billing Entity: _____

Project Number/Code, if Applicable: _____

Billing Address: 5515 Cherokee Avenue suite 200

First and Last Names of Accounts Payable Contacts: Adewunmi Kaka

Accounts Payable Phone: 703642-3830

Accounts Payable Email: Invoices@whdc.org

Additional Emails to be CC'd on Invoices: _____

Special Instructions: _____

Revised June 28th, 2021

Certificate Of Completion

Envelope Id: 338AB6F3658E416A94B213ADC5E0F4C7	Status: Completed
Subject: Please DocuSign: Pando Alliance Proposal for The Lamb Center	
Source Envelope:	
Document Pages: 7	Signatures: 2
Certificate Pages: 2	Initials: 5
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Kari Chiodi
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	3525-K Ellicott Mills Dr
	Ellicott City, MD 21043
	kari@pandoalliance.com
	IP Address: 70.113.96.194

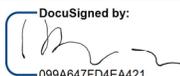
Record Tracking

Status: Original	Holder: Kari Chiodi	Location: DocuSign
10/19/2022 2:37:52 PM	kari@pandoalliance.com	

Signer Events

Judith Cabelli
 jcabelli@whdc.org
 Director of Real Estate Development
 Wesley Housing
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 099A647FD4EA421...
 Signature Adoption: Drawn on Device
 Using IP Address: 172.58.190.213
 Signed using mobile

Timestamp

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 Resent: 10/21/2022 12:27:17 PM
 Viewed: 10/21/2022 12:28:50 PM
 Signed: 10/21/2022 12:31:16 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Janice Romanosky
 janice@pandoalliance.com
 Principal
 Pando Alliance, LLC
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 44595C4A281744D...
 Signature Adoption: Pre-selected Style
 Using IP Address: 100.16.55.210

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 Signed: 10/21/2022 1:08:49 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Thiel Butner
 thiel@pandoalliance.com
 Managing Principal
 Pando Alliance, LLC
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 10/21/2022 1:08:51 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
Nancy Testerman nancy@pandoalliance.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 10/21/2022 1:08:52 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	10/21/2022 1:08:37 PM
Signing Complete	Security Checked	10/21/2022 1:08:49 PM
Completed	Security Checked	10/21/2022 1:08:52 PM

Payment Events	Status	Timestamps
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Tab AA:

Priority Letter from Rural Development

N/A

TAB AB:

Social Disadvantage Certification

N/A