2018 TAX CREDIT APPLICATION

For

Palladium Celina Senior Living

Palladium Celina Senior Living, Ltd.

TDHCA #18024

Primary Contact:
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rcombs@palladiumusa.com
Part 1 – Administrative Tabs
(Tabs 1-6)
Tab 1a – Application Certification
2018 Multifamily Uniform Application Certification

Mailing Address: P.O. Box 13941, Austin, TX 78711-3941
Physical Address: 221 East 11th Street, Austin, TX 78701

Development Name: Palladium Celina Senior Living

The undersigned hereby makes an Application to Texas Department of Housing and Community Affairs. The Applicant affirms that they have read and understand the Uniform Multifamily Rules (Title 10, Texas Administrative Code, Chapter 10) and Qualified Allocation Plan (Title 10, Texas Administrative Code, Chapter 11). Specifically, the undersigned understands the requirements under 10 TAC §10.101 of the Uniform Multifamily Rules, Site and Development Requirements and Restrictions, as well as Internal Revenue Code Section 42. By signing this document, Applicant is affirming that all statements and representations made in this certification and application, including all supporting materials, are true and correct under penalty of law, including Chapter 37 of the Texas Penal Code titled Perjury and Other Falsification and subject to criminal penalties as defined by the State of Texas. Applicant is also affirming understanding of §10.2(e) of the Uniform Multifamily Rules, relating to Public Information Requests, specifically that the filing of an Application with Department is deemed as consent to release any and all information contained therein.

The undersigned further certifies that he/she has the authority to execute this certification.

Palladium Celina Senior Living, Ltd.
Applicant Entity Name

By:

Signature of Authorized Representative
Thomas E. Huth

Printed Name
President, Managing Member of GP

Title
1-22-2018

Date

Sworn to and subscribed before me on the 22nd day of January, 2018 by Thomas E. Huth

(Personalized Seal)

JULIE MARTIN
Notary Public, State of Texas
County of Dallas
My Commission Expires: April 9, 2018

1/22/2018 10:37 AM
Tab 1b – Meeting Selection

Not Applicable
Required for Tax Exempt Bond Developments only

4% Multifamily Housing Tax Credit Program Board Meeting Selection Form
Mailing Address: P.O. Box 13941, Austin, TX 78711-3941
Physical Address: 221 East 11th Street, Austin, TX 78701

Development Name: **NOT APPLICABLE**

Based on the expiration date of the bonds as reflected in the Certificate of Reservation issued by the Texas Bond Review Board, the above referenced Development must be scheduled for one of the TDHCA Board meetings noted below for consideration of the issuance of a Determination Notice. Therefore, as required in §10.201(2)(B) of the Uniform Multifamily Rules, all remaining Parts of the Application, including the ESA, the Market Study, Property Condition Assessment and Appraisal, if applicable, must be submitted at least 75 days prior to the Board meeting. It is important to note that submission of the documents 75 days in advance does not ensure that your Application will be placed on the meeting agenda as requested and changes to an Application (e.g. submission of new financing terms sheets) subsequent to submission may delay completion of Department staff’s review or underwriting of the Application and presentation to the Board. Moreover, staff may choose to delay presentation to the Board in instances in which an Applicant is not reasonably expected to close within sixty (60) days of the issuance of a Determination Notice or may recommend the award be conditioned upon closing within a reasonable timeframe after Board approval. Further, the Applicant is encouraged to review §10.201(2)(B), the 2018 4% HTC and Tax Exempt Bond Program Manual and 2018 Multifamily Programs Procedures Manual for any requirements that need to be met prior to submission of the remaining Parts of the Application.

I request to be on the Board agenda selected below and pursuant to §10.201(2)(B) of the Uniform Multifamily Rules I understand that I must provide the remaining parts of the Application by the applicable corresponding deadline:

<table>
<thead>
<tr>
<th>Board Meeting Date</th>
<th>75 Day Deadline</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 18, 2018</td>
<td>November 3, 2017</td>
</tr>
<tr>
<td>February 22, 2018</td>
<td>December 8, 2017</td>
</tr>
<tr>
<td>March 22, 2018</td>
<td>January 5, 2018</td>
</tr>
<tr>
<td>April 26, 2018</td>
<td>February 9, 2018</td>
</tr>
<tr>
<td>May 24, 2018</td>
<td>March 9, 2018</td>
</tr>
<tr>
<td>June 28, 2018</td>
<td>April 13, 2018</td>
</tr>
<tr>
<td>July 12, 2018</td>
<td>April 27, 2018</td>
</tr>
<tr>
<td>July 26, 2018</td>
<td>May 11, 2018</td>
</tr>
</tbody>
</table>
An Inducement Resolution has been approved by the Bond Issuer and a copy has been provided behind Tab 8.
Tab 2 – Certification of Development Owner
The Certification, Acknowledgement, and Consent of Development Owner is included behind this tab.

**The form should be executed, notarized, and included in the full application document.**

The form for the certification will be posted to the Department's website at [http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm](http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm)

Please indicate whether any of the following required disclosure on the Certification, Acknowledgement, and Consent of Development Owner (to be used for data capture for application processing):

- §10.101(a)(2) - Undesirable Site Features
- §10.101(a)(3) - Undesirable Neighborhood Characteristics
- §10.202(1)(M) - Termination of Relationship in an Affordable Housing Transaction
- §10.901(17) - Unused Credit or Penalty Fee

Note: If any disclosures are indicated regarding §10.101(a)(3), submit the Undesirable Neighborhood Characteristics Report Packet (UNCR) located on the Department's website [http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm](http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm)
Development Owner Certification, Acknowledgement and Consent

All defined terms used in this certification and not specifically defined herein have the meanings ascribed to them in Chapter 2306 of the Tex. Gov’t Code, §42 of the Internal Revenue Code, and §10.3 of the Uniform Multifamily Rules.

The undersigned, in each and all of the following capacities in which it may serve or exist -- Applicant, Development Owner, Developer, Guarantor of any obligation of the Applicant, and/or Principal of the Applicant and hereafter referred to as “Applicant” or “Development Owner,” whether serving in one or more such capacities, is hereby submitting its Application to the Department for consideration of Department funding.

Applicant hereby represents, warrants, acknowledges and certifies to the Department and to the State of Texas that:

The Development will adhere to the Texas Property Code relating to security devices and other applicable requirements for residential tenancies, and will adhere to local building codes or, if no local building codes are in place, then to the most recent version of the International Building Code.

This Application and all materials submitted to the Department constitute records of the Department subject to Tex. Gov’t Code, Chapter 552. This includes all Third Party reports, which will be posted in their entirety on the Department’s website, as they constitute a part of the Application. The Application is in compliance with all requirements related to the eligibility of an Applicant, Application and Development as further defined in 10 TAC §§10.101 and 10.202 of the Uniform Multifamily Rules. Any issues of non-compliance have been disclosed.

All representations, undertakings and commitments made by Applicant in the Application process for Development assistance expressly constitute conditions to any Commitment, Determination Notice, Carryover Allocation, or Direct Loan Commitment for such Development which the Department may issue or award, and the violation of any such condition shall be sufficient cause for the cancellation and rescission of such Commitment, Determination Notice, Carryover Allocation, or Direct Loan Award Letter, Commitment or Contract by the Department. To the extent allowed under Tex. Gov’t Code §2306.6720, if any such representations, undertakings and commitments concern or relate to the ongoing features or operation of the Development, they shall each and all be enforceable even if not reflected in the Land Use Restriction Agreement. All such representations, undertakings and commitments are also
enforceable by the Department and the tenants of the Development, including enforcement by administrative penalties for failure to perform, in accordance with the Land Use Restriction Agreement.

When providing a Pre-Application, Application or other materials to a state representative, local governmental body, Neighborhood Organization, or anyone else to secure support or approval that may affect the Applicant’s competitive posture, an Applicant must disclose that in accordance with the Department’s rules the aspects of the Development may not have been determined or selected or may be subject to change, such as changes in the amenities ultimately selected and provided.

The Development Owner is and will remain in compliance with state and federal laws, including but not limited to, fair housing laws, including Chapter 301, Property Code, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), the Fair Housing Amendments Act of 1988 (42 U.S.C. §§3601 et seq.), the Civil Rights Act of 1964 (42 U.S.C. §2000a et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. §§12101 et seq.), the Rehabilitation Act of 1973 (29 U.S.C. §§701 et seq.), Fair Housing Accessibility, the Texas Fair Housing Act; and the Development is designed consistent with the Fair Housing Act Design Manual produced by HUD, and the Texas Accessibility Standards. (§2306.257; §2306.6705(7))

The Development Owner has read and understands the Department’s fair housing educational materials posted on the Department’s website as of the beginning of the Application Acceptance Period.

All Applications proposing Rehabilitation (including Reconstruction) will be treated as substantial alteration, in accordance with 10 TAC Chapter 1, Subchapter B.

The Development Owner will establish a reserve account consistent with Tex. Gov’t Code §2306.186, and as further described in §10.404 of the Uniform Multifamily Rules, relating to Replacement Reserve Account requirements.

The Development will operate in accordance with the applicable compliance monitoring requirements found in Chapter 10, Subchapter F.

The Development Owner agrees to implement a plan to use Historically Underutilized Businesses (HUB) in the development process consistent with the Historically Underutilized Business Guidelines for contracting with the State of Texas. The Development Owner will be required to submit a report of the success of the plan as part of the cost certification documentation, in order to receive IRS Forms 8609 or, if the Development does not have Housing Tax Credits, release of retainage.
The Applicant will attempt to ensure that at least 30% of the construction and management businesses with which the Applicant contracts in connection with the Development are Minority Owned Businesses as further described in Tex. Gov’t Code §2306.6734.

The Development Owner will specifically market to veterans through direct marketing or contracts with veteran's organizations. The Development Owner will be required to identify how they will specifically market to veterans and report to the Department in the annual housing report on the results of the marketing efforts to veterans. Exceptions to this requirement must be approved by the Department.

**Accessibility Requirements**

The Development Owner understands that in accordance with Section 504 of the Rehabilitation Act of 1973 and implemented at 24 C.F.R. Part 8, if the Development includes the New Construction or substantial rehabilitation of multifamily units (4 or more units per building), at least five percent (5%) of all dwelling units will be designed and built to be accessible for persons with mobility impairments. A unit that is on an accessible route and is adaptable and otherwise compliant with the 2010 ADA Standards with the exceptions listed in “Nondiscrimination on the Basis of Disability in Federally Assisted Programs and Activities” (Federal Register 79 FR 29671) meets this requirement. In addition, at least two percent (2%) of all dwelling units will be designed and built to be accessible for persons with hearing or vision impairments.

The Development Owner understands that regardless of building type, all Units accessed by the ground floor or by elevator (“affected units”) must meet the requirements at 10 TAC §10.101(b)(8)(B).

The Development Owner certifies that all accessible Units under 10 TAC Chapter 1, Subchapter B, will be dispersed throughout the Development.

The Development Owner certifies that representations made in the Architect Certification are true and correct, and understands that the Department evaluation of architectural drawings may not include an assessment of accessibility. The Development Owner is responsible for any modifications necessary to meet accessibility requirements identified at the final construction inspection.
Unused Credit or Penalty Fee *(select one box as applicable)*

_____ The Applicant returned a full credit allocation after the Carryover Allocation deadline required for that allocation and is subject to the Unused Credit or Penalty Fee pursuant to §10.901(17) of the Uniform Multifamily Rules.

___X___ The Applicant certifies that no disclosure regarding §10.901(17) of the Uniform Multifamily Rules is necessary.

Termination of Relationship in an Affordable Housing Transaction *(select one box as applicable)*

_____ The Applicant has disclosed, in the Application, any Principal or any entity or Person in the Development ownership structure who was or is involved as a Principal in any other affordable housing transaction that has terminated, voluntarily or involuntarily, within the past 10 years or plans to or is negotiating to terminate their relationship with any other affordable housing development. The disclosure identified the person or persons and development involved, the identity of each other development and contact information for the other Principals of each such development, a narrative description of the facts and circumstances of the termination or proposed termination, and any appropriate supporting documents. The Applicant has read and understands §10.202(1)(M) of the Uniform Multifamily Rules related to such disclosure.

___X___ The Applicant certifies that no disclosure regarding §10.202(1)(M) of the Uniform Multifamily Rules is necessary.

The Applicant certifies that, for any Development proposing New Construction or Reconstruction and located within the one-hundred (100) year floodplain as identified by the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps, the Development Site will be developed in full compliance with the National Flood Protection Act and all applicable federal and state statutory and regulatory requirements so that all finished ground floor elevations are at least one foot above the floodplain and parking and drive areas are no lower than six inches below the floodplain, subject to more stringent local requirements. The Applicant certifies that, floodplain maps will be used and the Development Site will comply with regulations as they exist at the time of commencement of construction. Applicant further certifies that, for any Development proposing Rehabilitation (excluding Reconstruction) that is not a HUD or TRDO-USDA assisted property, the Development Site is not located in the one-hundred year floodplain unless the existing structures already meet the requirements for New Construction or Reconstruction, as certified to by a Third Party engineer, or unless the state or
local government has undertaken and can substantiate sufficient mitigation efforts and such documentation is submitted in the Application.

Undesirable Site Features (select one of the boxes as applicable)

- [x] The Development is not located in an area with undesirable site features as further described in §10.101(a)(2) of the Uniform Multifamily Rules.

- The proposed Development is Rehabilitation (excluding Reconstruction) with ongoing and existing federal assistance from HUD, USDA, or Veterans Affairs (“VA”) and an exemption was requested prior to the filing of an Application or is being requested with the Application in accordance with §10.101(a)(2) of the Uniform Multifamily Rules.

- The proposed Development is Historic Preservation pursuant to §11.9(e)(6) of the QAP, is located in an area with an undesirable site feature and an exemption was requested prior to the filing of an Application or is being requested with the Application.

- The proposed Development is New Construction, is located in an area with an undesirable site feature and a copy of the local ordinance that regulates the proximity of such feature to a multifamily development is included in the Application.

- The proposed Development is located in an area with an undesirable site feature and mitigation to be considered by staff and the Board is included in the Application.

Undesirable Neighborhood Characteristics (select one of the main boxes as applicable)

- [x] The Development Owner certifies that the Development is not located in an area with any of the undesirable neighborhood characteristics described in §10.101(a)(3) of the Uniform Multifamily Rules and that no disclosure is necessary;

- The Development Owner certifies that the Development is located in an area with the following undesirable neighborhood characteristic(s) and the Undesirable Neighborhood Characteristics Report is submitted with the Application (select all that apply):

  - [ ] in a census tract with a poverty rate above 40% for individuals (or 55% for Developments in regions 11 and 13);

  - [x] in a census tract or within 1,000 feet of any census tract in an Urban Area and the rate of Part I violent crimes is greater than 18 per 1,000 persons (annually) as reported on neighborhoodscout.com;
is located within 1,000 feet of a blighted or abandoned area as further described in §10.101(a)(3)(B)(iii) of the Uniform Multifamily Rules;

is located in the attendance zones of an elementary, middle, or high school that does not have a 2017 Met Standard rating by the Texas Education Agency, unless the Development Site is subject to an Elderly Limitation.

The Development will include all of the mandatory Development amenities required in §10.101(b)(4) of the Uniform Multifamily Rules at no charge to all tenants (market rate and low-income) and written notice of such amenities will be provided to the tenants.

The Development will satisfy the minimum point threshold for common amenities as further described in §10.101(b)(5) of the Uniform Multifamily Rules. These amenities must be for the benefit of all tenants (market rate and low-income), meet accessibility standards, be sized appropriately to serve the proposed Target Population, be made available throughout normal business hours, and be maintained throughout the Affordability Period. The tenant must be provided written notice of the amenity elections made by the Development Owner.

The Development will meet the minimum size of Units as further described §10.101(b)(6)(A) of the Uniform Multifamily Rules.

The Development (excluding competitive Housing Tax Credit Applications) will include enough unit and development construction features to meet the minimum number of points as further described in §10.101(b)(6)(B) of the Uniform Multifamily Rules.

The Development (excluding competitive Housing Tax Credit Applications) will include enough tenant services, at no charge to the tenants, be accessible to all (market rate and low-income), and maintained throughout the Affordability Period, to meet the required minimum number of points as further described in §10.101(b)(7) of the Uniform Multifamily Rules, and offered in accordance with §10.619 of the Uniform Multifamily Rules. The tenant must be provided written notice of the elections made by the Development Owner.

If the Applicant is applying for Multifamily Direct Loan funds and the Development consists of New Construction, the Applicant further certifies that the Development meets the Construction Site Standards in 24 C.F.R §983.57(e).

If the Development has an existing LURA with the Department, the Development Owner will comply with the existing restrictions.

The Development Owner will comply with any and all notices required by the Department.
None of the criteria in subparagraphs (A) – (M) of §10.202(1) of the Uniform Multifamily Rules, related to ineligible Applicants, applies to those identified on the organizational chart for the Applicant, Developer and Guarantor.

The individual whose name is subscribed hereto, in his or her individual capacity, on behalf of Applicant, and in all other related capacities described above, as applicable, expressly represents, warrants, and certifies that all information contained in this certification and in the Application, including any and all supplements, additions, clarifications, or other materials or information submitted to the Department in connection therewith as required or deemed necessary by the materials governing the multifamily funding programs are true and correct and the Applicant has undergone sufficient investigation to affirm the validity of the statements made. Further, the Applicant hereby expressly represents, warrants, acknowledges and certifies that the individual whose name is subscribed hereto has read and understands all the information contained in this form of the Application.

By signing this document, the undersigned, in their individual capacity, on behalf of Applicant, whether formed or to be formed, and in all other related capacities described above, is affirming under penalty of Chapter 37 of the Texas Penal Code titled Perjury and Other Falsification, and subject to criminal penalties as defined by Tex. Penal Code §§37.01 et seq., and subject to any and all other state or federal laws regarding the making of false statements to governmental bodies or the providing of false information in connection with the procurement of allocations or awards, that the Application and all materials relating thereto constitute government documents and that the Application and all materials relating thereto are true, correct, and complete in all material respects.
2018 Development Owner Certification, Acknowledgement and Consent

By:

__________________________
Signature

Thomas E. Huth
Printed Name

Authorized Representative
Title

1-22-18
Date

THE STATE OF Texas

COUNTY OF Dallas

Before me, a notary public, on this day personally appeared
Thomas E. Huth, known to me to be the person whose name is
subscribed to the foregoing document and, being by me first duly sworn, declared and certified
that the statements therein contained are true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 23rd day of January 2018

JULIE MARTIN
MY COMMISSION EXPIRES (Seal) APRIL 9, 2018

Notary Public Signature
Tab 3 – Applicant Eligibility Certification
The Applicant Eligibility Certification(s) is included behind this tab.

§10.202 of the Uniform Multifamily Rules identifies situations in which an Application or Applicant may be ineligible for Department funding. Applicants must provide disclosure of all potential instances of ineligibility, along with evidence of appropriate corrective action taken and accepted by the Department or mitigating factors to be considered. Documentation should be attached behind this tab.

Disclosure of all potential instances of ineligibility, along with evidence of appropriate corrective action is included behind this tab.
Applicant Eligibility Certification

All defined terms used in this certification and not specifically defined herein have the meanings ascribed to them in Chapter 2306 of the Tex. Gov’t Code, §42 of the Internal Revenue Code, and §10.3 of the Uniform Multifamily Rules.

The undersigned, in each and all of the following capacities in which it may serve or exist or be contemplated to bring a new entity into existence-- Applicant, Development Owner, Developer, Guarantor of any obligation of the Applicant, and/or Principal of the Applicant and hereafter referred to as “Applicant,” whether serving in one or more such capacities, is hereby submitting its Application to the Department for consideration of multifamily funding.

Applicant hereby represents, warrants, agrees, acknowledges and certifies to the Department and to the State of Texas that:

It has obtained all necessary consents and approvals, and conducted all necessary diligence to enable it to make these certifications and to perform any all agreements and to give all consents provided for or made herein.

All representations, undertakings and commitments made by Applicant in the Application process for a Development, whether with respect to Threshold Criteria, selection criteria or otherwise, expressly constitute conditions to any Commitment, Determination Notice, Carryover Allocation, or Direct Loan Commitment for such Development which the Department may issue or award, and the violation of any such condition shall be sufficient cause for the cancellation and rescission of such Commitment, Determination Notice, Carryover Allocation, or Direct Loan Commitment by the Department. To the extent allowed under §2306.6720 Tex. Gov’t Code, if any such representations, undertakings and commitments concern or relate to the ongoing features or operation of the Development, they shall each and all shall be enforceable even if not reflected in the Land Use Restriction Agreement. All such representations, undertakings and commitments are also enforceable by the Department and/or the tenants of the Development, including but not limited to enforcement by assessment of administrative penalties for failure to perform, in accordance with the Land Use Restriction Agreement, the entry of orders by the Department’s Governing Board requiring strict performance, or the obtaining of injunctive relief.

Neither Applicant nor any other member of the Development Team has been or is barred, suspended, or terminated from procurement in a state or Federal program or listed in HUD’s System for Award Management (SAM).

Neither Applicant nor any other member of the Development Team has been convicted of a
state or federal felony crime involving fraud, bribery, theft, misrepresentation of material fact, misappropriation of funds, or other similar criminal offenses within fifteen (15) years preceding the Application submission.

Neither Applicant nor any other member of the Development Team is, at the time of Application, subject to an enforcement or disciplinary action under state or federal securities law or by the NASD; is subject to a federal tax lien; and/or is the subject of a proceeding in which a Governmental Entity has issued an order to impose penalties, suspend funding, or take adverse action based on an allegation of financial misconduct or uncured violation of material laws, rules, or other legal requirements governing activities considered relevant by the Governmental Entity.

Neither Applicant nor any other member of the Development Team has breached a contract with a public agency and failed to cure that breach within the timeframe provided or allowed by contract. If such breach is permitted to be cured under the contract, notice of the breach has been given and a reasonable opportunity to cure.

Neither Applicant nor any other member of the Development Team has misrepresented to a subcontractor the extent to which the Developer has benefited from contracts or financial assistance that has been awarded by a public agency, including the scope of the Developer's participation in contracts with the agency and the amount of financial assistance awarded to the Developer by the agency.

Neither Applicant nor any other member of the Development Team has been found by the Board to be ineligible based on a previous participation review performed in accordance with 10 TAC Chapter 1 Subchapter C.

Neither Applicant nor any other member of the Development Team is delinquent in any loan, fee, or escrow payments to the Department in accordance with the terms of the loan, as amended, or is otherwise in default with any provisions of such loans.

Neither Applicant nor any other member of the Development Team has failed to cure any past due fees owed to the Department within the time frame provided by notice from the Department and at least ten (10) days prior to the Board meeting at which the decision for an award is to be made.

Neither Applicant nor any other member of the Development Team is in violation of a state revolving door or other standard of conduct or conflict of interest statute, including §2306.6733 of the Tex. Gov’t Code, or a provision of Chapter 572 of the Tex. Gov’t Code, that would prohibit the Person from participating in the Application in the manner and capacity they are participating.
Neither Applicant nor any other member of the Development Team has previous Contracts or Commitments that have been partially or fully de-obligated during the twelve (12) months prior to the submission of the Application and through the date of final allocation due to a failure to meet contractual obligations, and the Person is not on notice that such de-obligation results in ineligibility under 10 TAC Chapter 10.

Neither Applicant nor any other member of the Development Team has provided false or misleading documentation or made other intentional or negligent material misrepresentations or omissions in or in connection with an Application (and certifications contained therein), Commitment, or Determination Notice for a Development.

Neither Applicant nor any other member of the Development team has been the owner or Affiliate of the owner of a Department assisted rental development for which the federal affordability requirements were prematurely terminated and the affordability requirements have not re-affirmed or Department funds repaid.

Neither Applicant nor any other member of the Development Team has participated in the dissemination of misinformation about affordable housing and the persons it serves or about a competing Applicant that would likely have the effect of fomenting opposition to an Application where such opposition is not based on substantive and legitimate concerns that do not implicate potential violations of fair housing laws.

The Applicant will not violate §2306.1113 of the Tex. Gov’t Code relating to Ex Parte Communication and further explained in §10.202(2)(A) of the Uniform Multifamily Rules.

For any Development utilizing Housing Tax Credit or Tax-Exempt Bonds, at all times during the two-year period preceding the date the Application Round begins (or for Tax-Exempt Bond Developments any time during the two-year period preceding the date the Application is submitted to the Department), the Applicant or a Related Party is not or has not been a member of the Board or employed by the Department as the Executive Director, Chief of Staff, General Counsel, a Deputy Executive Director, the Director of Multifamily Finance, the Chief of Compliance, the Director of Real Estate Analysis, a manager over the program for which an Application has been submitted, or any person exercising such responsibilities regardless of job title; or in violation of §2306.6733 of the Tex. Gov’t Code.

For any Development utilizing Housing Tax Credits, the Applicant will not propose to replace in less than fifteen (15) years any private activity bond financing of the Development described by the Application, unless the exceptions in §2306.6703(a)(2) of the Tex. Gov’t Code are met.

All the instances in which any Principal or any entity or Person in the Development ownership structure who was or is involved as a Principal in any other affordable housing transaction, that
2018 Applicant Eligibility Certification

has terminated voluntarily or involuntarily within the past ten years or is negotiating to terminate their relationship with any other affordable housing development have been fully disclosed pursuant to §10.202(1)(M) of the Uniform Multifamily Rules. Applicant understands that failure to disclose is grounds for termination.

All housing developments with which Applicant, Development Owner, Developer, Guarantor and/or Principal thereof participating, are in compliance with: state and federal fair housing laws, including Chapter 301, Property Code, the Texas Fair Housing Act; Title VIII of the Civil Rights Act of 1968 (42 U.S.C. Section 3601 et seq.); and the Fair Housing Amendments Act of 1988 (42 U.S.C. Section 3601 et seq.); the Civil Rights Act of 1964 (42 U.S.C. Section 2000a et seq.); the Americans with Disabilities Act of 1990 (42 U.S.C. Section 12101 et seq.); and the Rehabilitation Act of 1973 (29 U.S.C. Section 701 et seq.).

The making of an allocation or award by the Department does not constitute a finding or determination that the Development is deemed qualified to receive such allocation or award. Applicant agrees that the Department or any of its directors, officers, employees, and agents will not be held responsible or liable for any representations made to the undersigned or its investors relating to the Housing Tax Credit Program; therefore, Applicant assumes the risk of all damages, losses, costs, and expenses related thereto and agrees to indemnify and hold harmless the Department and any of its officers, employees, and agents against any and all claims, suits, losses, damages, costs, and expenses of any kind and of any nature that the Department may hereinafter suffer, incur, or pay arising out of its decisions and actions concerning this Application for Housing Tax Credits or the use of information concerning the Housing Tax Credit Program.

Applicant, Development Owner, Developer, Guarantor or other Related Party is not subject to any pending criminal proceedings and if any such proceeding or any other charges which would invalidate the certifications are finally adjudicated or otherwise disposed of prior to Carryover, the Applicant will immediately notify the Department. Such notification must be presented to the Board for consideration at the next available Board meeting.

The individual whose name is subscribed hereto, in his or her individual capacity, on behalf of Applicant, and in all other related capacities described above, as applicable, expressly represents, warrants, and certifies that all information contained in this certification and in the Application, including any and all supplements, additions, clarifications, or other materials or information submitted to the Department in connection therewith as required or deemed necessary by the materials governing the multifamily funding programs are true and correct and the Applicant has undergone sufficient investigation to affirm the validity of the statements made. The Applicant agrees that the Department may, at its discretion, request additional information and/or documentation in its evaluation of this Application and is authorized but
not obligated under this document to conduct its own investigation regarding any information required requested and or provided in relation to the Application or the Development. Further, the Applicant hereby expressly represents, warrants, and certifies that the individual whose name is subscribed hereto has read and understands all the information contained in this form of the Application.

By signing this document, the undersigned, in their individual capacity, on behalf of Applicant, whether formed or to be formed, and in all other related capacities described above, is affirming under penalty of Chapter 37 of the Texas Penal Code titled Perjury and Other Falsification and subject to criminal penalties as defined by the State of Texas. TEX. PENAL CODE ANN. §§37.01 et seq. (Vernon 2011) and subject to any and all other state or federal laws regarding the making of false statements to governmental bodies or the false statements or the providing of false information in connection with the procurement of allocations or awards that the Application and all materials relating thereto constitute government documents and that the Application and all materials relating thereto are true, correct, and complete in all material respects.
2018 Applicant Eligibility Certification

By: __________________________

Signature of Authorized Representative

______________________________

Authorized Representative

Printed Name

______________________________

Thomas E. Huth

Title

______________________________

1-22-18

Date

THE STATE OF Texas

COUNTY OF Dallas

Before me, a notary public, on this day personally appeared

Thomas E. Huth, known to me to be the person whose name is

subscribed to the foregoing document and, being by me first duly sworn, declared and certified

that the statements therein contained are true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22nd day of January, 2018

(Seal)

JULIE MARTIN
MY COMMISSION EXPIRES
APRIL 9, 2018

______________________________

Notary Public Signature
2018 Applicant Eligibility Certification

By: __________________________

Signature of Authorized Representative

Kim Schwimmer

Printed Name

Owner of Co-Op

Title

1/22/18

Date

THE STATE OF Texas

COUNTY OF Dallas

Before me, a notary public, on this day personally appeared Kim Schwimmer, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared and certified that the statements therein contained are true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22nd day of January, 2018.

(Seal)

JULIE MARTIN
MY COMMISSION EXPIRES APRIL 9, 2018

Notary Public Signature
2018 Applicant Eligibility Certification

By: [Signature]

Signature of Authorized Representative

James H. Bennett

Printed Name

Director, Palladium USA, Inc.

Title

1/22/18

Date

THE STATE OF Texas

COUNTY OF Dallas

Before me, a notary public, on this day personally appeared James H. Bennett, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared and certified that the statements therein contained are true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22nd day of January, 2018

(Seal)

JULIE MARTIN
MY COMMISSION EXPIRES APRIL 9, 2018

Notary Public Signature
2018 Applicant Eligibility Certification

By: [Signature of Authorized Representative]

Cesare Rancilio

Printed Name

Principal

Title

[01-22-18]

Date

THE STATE OF Texas

COUNTY OF Dallas

Before me, a notary public, on this day personally appeared Cesare Rancilio, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared and certified that the statements therein contained are true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22nd day of January 2018

(Seal)

JULIE MARTIN
MY COMMISSION EXPIRES APRIL 9, 2018

Notary Public Signature
2018 Applicant Eligibility Certification

By: __________________________

Signature of Authorized Representative

Fiorenza Rancilio

Printed Name

Principal

Title

01-22-18

Date

THE STATE OF Texas

COUNTY OF Dallas

Before me, a notary public, on this day personally appeared Fiorenza Rancilio, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared and certified that the statements therein contained are true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22nd day of January, 2018

(Seal)

JULIE MARTIN
MY COMMISSION EXPIRES APRIL 9, 2018

Notary Public Signature
Tab 4 – Multifamily Direct Loan Certification
Multifamily Direct Loan Certification

N/A Multifamily Direct Loan Certification is included behind this tab.

**The form should be executed, notarized, and included in the full application document.**

The form for the certification will be posted to the Department's website at

http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm
Tab 5 – Contact Information
Provide the contact information for the Applicant and any staff responsible for Administrative Deficiencies and/or clarifications to the Application.

<table>
<thead>
<tr>
<th>1. Applicant Contact Information</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: Thomas Huth</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phone: (972) 774-4400</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Email: <a href="mailto:tom@palladiumusa.com">tom@palladiumusa.com</a></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mailing Address: 13455 Noel Road, Suite 400</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Street</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dallas</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>City</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TX</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>75240</td>
<td></td>
<td></td>
<td></td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>2. Second Contact</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: Ryan Combs</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phone: (972) 774-4435</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Email: <a href="mailto:rcombs@palladiumusa.com">rcombs@palladiumusa.com</a></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Office</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Extension</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Mobile</td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>3. Consultant Contact (if applicable)</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
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<tr>
<td>Name:</td>
<td></td>
<td></td>
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<tr>
<td>Phone:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Email:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mailing Address:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Street</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City</td>
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</tr>
<tr>
<td>Zip</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Tab 6 – Self-Score
### Competitive Housing Tax Credit Selection Self-Score

This form will self-populate based on scoring selections made throughout the Application. Applicant should refer to this form to ensure that scoring selections are accurate prior to submitting the Application. Corrections must be made in the applicable section(s) of the Application. Highlighted rows indicate scoring items for both 9% HTC and Direct Loan applications. Additional scoring for Direct Loan applications can be found at 10 TAC §13.6.

#### Criteria Promoting Development of High Quality Housing

<table>
<thead>
<tr>
<th>Point Item Description</th>
<th>QAP Reference</th>
<th>Points Selected</th>
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<tbody>
<tr>
<td>Unit Sizes</td>
<td>§11.9(b)(1)(A)</td>
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<td>Unit and Development Features</td>
<td>§11.9(b)(1)(B)</td>
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<tr>
<td>Sponsor Characteristics</td>
<td>§11.9(b)(2)</td>
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<td><strong>High Quality Housing Total</strong></td>
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#### Criteria to Serve and Support Texans Most In Need

<table>
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<tr>
<th>Point Item Description</th>
<th>QAP Reference</th>
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<tbody>
<tr>
<td>Income Levels of Tenants</td>
<td>§11.9(c)(1)</td>
<td>16</td>
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<tr>
<td>Rent Levels of Tenants</td>
<td>§11.9(c)(2)</td>
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<tr>
<td>Tenant Services</td>
<td>§11.9(c)(3)</td>
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<tr>
<td>Opportunity Index</td>
<td>§11.9(c)(4)</td>
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<tr>
<td>Underserved Area</td>
<td>§11.9(c)(5)</td>
<td>3</td>
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<tr>
<td>Tenant Populations with Special Needs</td>
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<td>Proximity to the Urban Core</td>
<td>§11.9(c)(7)</td>
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<tr>
<td>Readiness to Proceed in Disaster Impacted Counties</td>
<td>§11.9(c)(8)</td>
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<tr>
<td><strong>Serve and Support Texans Most in Need Total</strong></td>
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#### Criteria Promoting Community Support and Engagement

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<tr>
<td>Local Government Support</td>
<td>§11.9(d)(1)</td>
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<tr>
<td>Commitment of Development Funding by Local Political Subdivision</td>
<td>§11.9(d)(2)</td>
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<tr>
<td>Declared Disaster Area</td>
<td>§11.9(d)(3)</td>
<td>10</td>
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<tr>
<td>Quantifiable Community Participation</td>
<td>§11.9(d)(4)</td>
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<tr>
<td>Community Support from State Representative</td>
<td>§11.9(d)(5)</td>
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<tr>
<td>Input from Community Organizations</td>
<td>§11.9(d)(6)</td>
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</tr>
<tr>
<td>Concerted Revitalization Plan</td>
<td>§11.9(d)(7)</td>
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<tr>
<td><strong>Community Support and Engagement Total</strong></td>
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#### Criteria Promoting the Efficient Use of Limited Resources and Applicant Accountability

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<tr>
<th>Point Item Description</th>
<th>QAP Reference</th>
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<tbody>
<tr>
<td>Financial Feasibility</td>
<td>§11.9(e)(1)</td>
<td>18</td>
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<tr>
<td>Cost of Development per Square Foot</td>
<td>§11.9(e)(2)</td>
<td>12</td>
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<tr>
<td>Pre-application Participation</td>
<td>§11.9(e)(3)</td>
<td>6</td>
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<tr>
<td>Leveraging of Private, State, and Federal Resources</td>
<td>§11.9(e)(4)</td>
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<tr>
<td>Extended Affordability</td>
<td>§11.9(e)(5)</td>
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<tr>
<td>Historic Preservation</td>
<td>§11.9(e)(6)</td>
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<tr>
<td>Right of First Refusal</td>
<td>§11.9(e)(7)</td>
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<tr>
<td>Funding Request Amount</td>
<td>§11.9(e)(8)</td>
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<tr>
<td><strong>Efficient Use of Limited Resources and Applicant Accountability Total</strong></td>
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#### Point Deductions

<table>
<thead>
<tr>
<th>QAP Reference</th>
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<td>§11.9(f)</td>
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</table>

**Total Application Self Score** 120
Part 2 – Development Site
(Tabs 7-16)
Tab 7 – Site Information Form
Part I
Site Information Form Part I

1. **Development Address (All Programs)**

   south side of E. Sunset Blvd and west of County Road 89, City of Celina

   Address: 37509 Collin

   City: Celina

   Region: 3 Zip: 75009 County: Collin Rural/Urban

2. **Census Tract Information (All Programs)**

   Census Tract Number: 48085030305 QCT? No

   The poverty rate for the census tract is above 40% (55% for Regions 11 or 13), and the Undesirable Neighborhood Characteristics Report and required documentation has been submitted.

3. **Resolutions (All Programs, if applicable) - §11.3**

   Check the boxes of true statements below. Resolutions must be provided to demonstrate eligibility for any unchecked item.

   - [X] Twice the State Average Per Capita. The proposed Development is NOT located in a municipality or a county that has more than twice the state average of units per capita supported by Tax Credits or Private activity Bonds. (QAP §11.3(c))
   - [X] One Mile Three Year Rule. The proposed Development is located outside an MSA or in a county with a population of less than one million OR is NOT a New Construction or Adaptive Reuse development that will be located one mile or less from a new construction or terminated/withdrawn HTC or Bond development serving the same type of household. (QAP §11.3(d))
   - [X] Limitations on Developments in Certain Census Tracts. The proposed Development is NOT a New Construction or Adaptive Reuse development that will be located in a census tract that has more than 20% HTC units per total households. (QAP §11.3(e))

4. **Zoning [§10.204(11)] and Flood Zone Designation [§10.101(a)(1)](All Programs)**

   Development Site is appropriately zoned? Yes Zoning Designation: C-2

   Flood Zone Designation: Zone X Entire Development Site is outside the 100 year floodplain. Yes

5. **School Rating [§2306.6710(a)]; [§10.101(a)(3)(B)(iv)] [All Programs ]**

   Residents of the proposed development will attend:

<table>
<thead>
<tr>
<th>School Name</th>
<th>Grades through X</th>
<th>Met Standard Rating?</th>
<th>Metro Standard Rating?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Celina Elementary</td>
<td>EE through X</td>
<td>2</td>
<td>Yes Yes Yes</td>
</tr>
<tr>
<td>Celina Intermediate</td>
<td>3 through</td>
<td>4</td>
<td>Yes Yes Yes</td>
</tr>
<tr>
<td>Celina Middle School</td>
<td>5 through</td>
<td>6</td>
<td>Yes Yes Yes</td>
</tr>
<tr>
<td>Celina Junior High</td>
<td>7 through</td>
<td>8</td>
<td>Yes Yes Yes</td>
</tr>
<tr>
<td>Celina High School</td>
<td>9 through</td>
<td>12</td>
<td>Yes Yes Yes</td>
</tr>
</tbody>
</table>

   - School district has no attendance zones and the closest schools are listed.
   - The Development Site is located within the attendance zone of an elementary school, a middle school or a high school that does not have a 2017 Met Standard rating by the Texas Education Agency, and the Undesirable Neighborhood Characteristics Report and required documentation has been submitted.

If revised form submitted, date of submission: ___________________
Tab 8 – Supporting Documentation for the Site Information Form
Supporting Documentation for the Site Information Form Part I

- **X** Street Map with Site Drawn and Identified

- **X** Census Tract Map with Development Site Identified
  
  [https://factfinder.census.gov/faces/nav/jsf/pages/searchresults.xhtml?refresh=t](https://factfinder.census.gov/faces/nav/jsf/pages/searchresults.xhtml?refresh=t)

- **n/a** Twice the State Average of Units Per Capita

- **n/a** One Mile Three Year Resolution or evidence of other exception

- **n/a** Housing Tax Credit Units per Total Household

- **X** Evidence of Zoning and/or Evidence of Re-Zoning Process

- **X** Evidence of Flood Zone Designation

- **X** Educational Quality (all Applications)

  - **X** School Attendance Zone Map with Development labeled;

  - **X** 2017 TEA accountability information for each school;

  - **n/a** UNCR if a school in the attendance zone has not achieved Met Standard for three consecutive years and has failed by at least one point in the most recent year.

- **n/a** For Tax-Exempt Bond Applications the resolution of no objection to satisfy requirements of §10.204(4) of the Uniform Multifamily Rules is included

- **n/a** For Tax-Exempt Bond Applications the resolution of no objection to satisfy requirements of §10.204(4) of the Uniform Multifamily Rules is not included and will be provided under separate cover no later than 14 days prior to the Board meeting selected in Tab 1b
January 4, 2018

Mr. Thomas Huth
President and Chief Executive Officer
Palladium Celina Senior Living, Ltd.
13455 Noel Road, Suite 400
Dallas, TX 75240

Re: Zoning Verification for ±9 acres located at the southwest corner of East Sunset Boulevard and County Road 89

Dear Mr. Huth,

Palladium Celina Senior Living, Ltd. has informed the City of Celina that it is proposing approximately 120 apartment units for seniors (ages 55+) located on approximately 9 acres at the southwest corner of East Sunset Boulevard and County Road 89, generally known as 6435 County Road 89, Celina, Collin County, Texas (aerial attached). The purpose of this letter is to confirm that Palladium Celina Senior Living’s proposed use of “Retirement Housing for the Elderly” is permitted under the current provisions of the Celina Zoning Ordinance, category C-2, General Commercial District that applies to the location.

Retirement Housing for the Elderly is defined as:
A development providing self-contained dwelling units specifically designed for the needs of the elderly. Units may be rented or owner-occupied. To qualify as retirement housing, a minimum of 80% of the total units shall have a household head 55 years of age or greater. No long-term or permanent skilled nursing care or related services are provided.

Please let me know if there is anything else you need from the City at this time. We look forward to receiving your development applications.

Sincerely,

Alexis Jackson, AICP
Director of Development Services
This is an official copy of a portion of the above-referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes of amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps, check the FEMA Flood Map Store at www.msc.fema.gov.
Palladium Cellina Senior Living (bottom half of site)
CTV receives highest marks in national short film competition

CTV receives high marks in national film competition “The Power Within,” the directing debut of junior Pierson Olglesby featuring the film acting debuts of Luke Baker, Michael Entrop and Caden Gravley was given an "Excellent" rating at part of the Student Television Network’s fictional short film national Fall Challenge competition. By receiving the highest possible rating in all 10 scoring categories, the...

Food Allergy Guidelines

Food Allergy Guidelines The health of our students is very important. In response to the steadily increasing number of students with food-induced life-threatening allergies (LTA), CISD is committed to help ensure the safety and health of our students. The following guidelines go into effect immediately for CES, CIS, and...

Nov 9, 2015

Attendance Policy Update

Celina ISD Student Handbook Amendment The attendance portion of the Celina ISD Student Handbook has been amended to incorporate bills passed this summer during the 84th legislative session. Please take a moment to familiarize yourself with these attendance updates. (The changes are in italics.) Click here for more...

Nov 4, 2015
This search will provide the district rating and all campus ratings for a particular district. You can search for a district by entering the district name, district number, county name, or region number.

What report level would you like?
- Campus Report
- District Report

How do you wish to search?
- Campus Name (full or partial name)
- Campus Number
- Campus by District Name (full or partial name)
- Campus by County Name (full or partial name)
- Campus by Region Number

Enter the appropriate name or number:

- When entering the school name, do not include the type of school (EL, JR, HS). For example, enter Travis, not Travis EL.
- When entering the district name, do not include the type of district (ISD, CISD). For example, enter Houston, not Houston ISD.
- When entering the region number, use two digits. For example, enter 03 for region 3.
- When entering the county name, do not include the word county.

Do not use commas, apostrophes, periods or other symbols when entering text, as this may result in an error.

Enter name or number:

Celina ISD has one school for each age group as demonstrated below

Choose a district:

- CELINA ISD in COLLIN County

Choose a campus:

- CELINA EL in CELINA ISD, COLLIN County
- CELINA H S in CELINA ISD, COLLIN County
- CELINA INT in CELINA ISD, COLLIN County
- CELINA J H in CELINA ISD, COLLIN County
- CELINA MIDDLE in CELINA ISD, COLLIN County
- COLLIN CO J J A E P in CELINA ISD, COLLIN County
Accountability Rating
Met Standard

This campus is paired with CELINA INT (043903042)

Distinction Designation

Academic Achievement in ELA/Reading
NOT ELIGIBLE

Academic Achievement in Mathematics
NOT ELIGIBLE

Academic Achievement in Science
NOT ELIGIBLE

Academic Achievement in Social Studies
NOT ELIGIBLE

Top 25 Percent Student Progress
NOT ELIGIBLE

Top 25 Percent Closing Performance Gaps
NOT ELIGIBLE

Postsecondary Readiness
NOT ELIGIBLE

Performance Index Report

Performance Index Summary

<table>
<thead>
<tr>
<th>Index</th>
<th>Points Earned</th>
<th>Maximum Points</th>
<th>Index Score</th>
</tr>
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<tbody>
<tr>
<td>1 - Student Achievement</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>2 - Student Progress</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>3 - Closing Performance Gaps</td>
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<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>4 - Postsecondary Readiness</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

Campus Demographics

Campus Type: Elementary
Campus Size: 592 Students
Grade Span: EE - 02
Percent Economically Disadvantaged: 27.2
Percent English Language Learners: 16.4
Mobility Rate: 9.7
Percent Served by Special Education: 8.4
Percent Enrolled in an Early College High School Program: 0.0

System Safeguards

Number and Percentage of Indicators Met

<table>
<thead>
<tr>
<th>Indicator</th>
<th>Number and Percentage Met</th>
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<tbody>
<tr>
<td>Performance Rates</td>
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<tr>
<td>Participation Rates</td>
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<tr>
<td>Graduation Rates</td>
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<tr>
<td>Total</td>
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For further information about this report, please see the Performance Reporting website at https://rptsvr1.tea.texas.gov/perfreport/account/2017/index.html
TEXAS EDUCATION AGENCY
2017 Accountability Summary
CELINA INT (043903042) - CELINA ISD

Accountability Rating
Met Standard

Met Standards on
- Student Achievement
- Student Progress
- Closing Performance Gaps
- Postsecondary Readiness

Did Not Meet Standards on
- NONE

In 2017, to receive a Met Standard or Met Alternative Standard rating, districts and campuses must meet targets on three indexes: Index 1 or Index 2 and Index 3 and Index 4.

Performance Index Report

Performance Index Summary

<table>
<thead>
<tr>
<th>Index</th>
<th>Points Earned</th>
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<tbody>
<tr>
<td>1 - Student Achievement</td>
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<td>2 - Student Progress</td>
<td>485</td>
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<td>3 - Closing Performance Gaps</td>
<td>624</td>
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<td>4 - Postsecondary Readiness</td>
<td>STAAR Score 58.0</td>
<td>Graduation Rate Score N/A</td>
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System Safeguards

Number and Percentage of Indicators Met

- Performance Rates: 14 out of 14 = 100%
- Participation Rates: 12 out of 12 = 100%
- Graduation Rates: N/A

Total: 26 out of 26 = 100%

For further information about this report, please see the Performance Reporting website at https://rptsrv1.tea.texas.gov/perfreport/account/2017/index.html

TEA | Academics | Performance Reporting
Page 1
August 15, 2017
TEMEX EDUCATION AGENCY
2017 Accountability Summary
CELINA MIDDLE (043903043) - CELINA ISD

Accountability Rating
Met Standard

Distinction Designation
Academic Achievement in ELA/Reading
DISTINCTION EARNED
Academic Achievement in Mathematics
NO DISTINCTION EARNED
Academic Achievement in Science
DISTINCTION EARNED
Academic Achievement in Social Studies
NOT ELIGIBLE
Top 25 Percent Student Progress
DISTINCTION EARNED
Top 25 Percent Closing Performance Gaps
DISTINCTION EARNED
Postsecondary Readiness
DISTINCTION EARNED

Performance Index Report

Performance Index Summary

Index	Points Earned	Maximum Points	Index Score
1 - Student Achievement	829	898	92
2 - Student Progress	461	1,000	46
3 - Closing Performance Gaps	670	1,200	56
4 - Postsecondary Readiness
   STAAR Score	59.7	N/A	N/A
   Graduation Rate Score	N/A	N/A	N/A
   Graduation Plan Score	N/A	N/A	N/A
   Postsecondary Component Score	N/A	N/A	60

System Safeguards
Number and Percentage of Indicators Met
Performance Rates	12 out of 14 = 86%
Participation Rates	10 out of 10 = 100%
Graduation Rates	N/A
Total	22 out of 24 = 92%

For further information about this report, please see the Performance Reporting website at https://rptsvr1.tea.texas.gov/perfreport/account/2017/index.html

TEA | Academics | Performance Reporting
Page 1
August 15, 2017
Accountability Rating
Met Standard

Met Standards on
- Student Achievement
- Student Progress
- Closing Performance Gaps
- Postsecondary Readiness

Did Not Meet Standards on
- NONE

Distinction Designation

Academic Achievement in ELA/Reading
DISTINCTION EARNED

Academic Achievement in Mathematics
DISTINCTION EARNED

Academic Achievement in Science
DISTINCTION EARNED

Academic Achievement in Social Studies
DISTINCTION EARNED

Top 25 Percent Student Progress
DISTINCTION EARNED

Top 25 Percent Closing Performance Gaps
DISTINCTION EARNED

Postsecondary Readiness
DISTINCTION EARNED

In 2017, to receive a Met Standard or Met Alternative Standard rating, districts and campuses must meet targets on three indexes: Index 1 or Index 2 and Index 3 and Index 4.

Performance Index Report

Performance Index Summary

Index | Points Earned | Maximum Points | Index Score
--- | --- | --- | ---
1 - Student Achievement | 1,180 | 1,309 | 90
2 - Student Progress | 562 | 1,200 | 47
3 - Closing Performance Gaps | 1,003 | 2,000 | 50
4 - Postsecondary Readiness | | |

System Safeguards

Number and Percentage of Indicators Met

<table>
<thead>
<tr>
<th>Indicator</th>
<th>Number and Percentage Met</th>
</tr>
</thead>
<tbody>
<tr>
<td>Performance Rates</td>
<td>22 out of 22 = 100%</td>
</tr>
<tr>
<td>Participation Rates</td>
<td>10 out of 10 = 100%</td>
</tr>
<tr>
<td>Graduation Rates</td>
<td>N/A</td>
</tr>
<tr>
<td>Total</td>
<td>32 out of 32 = 100%</td>
</tr>
</tbody>
</table>

For further information about this report, please see the Performance Reporting website at https://rptsrv1.tea.texas.gov/perfreport/account/2017/index.html
Accountability Rating

Met Standard

Met Standards on
- Student Achievement
- Student Progress
- Closing Performance Gaps
- Postsecondary Readiness

Did Not Meet Standards on
- NONE

In 2017, to receive a Met Standard or Met Alternative Standard rating, districts and campuses must meet targets on three indexes: Index 1 or Index 2 and Index 3 and Index 4.

Performance Index Report

Performance Index Summary

<table>
<thead>
<tr>
<th>Index</th>
<th>Points Earned</th>
<th>Maximum Points</th>
<th>Index Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - Student Achievement</td>
<td>873</td>
<td>980</td>
<td>89</td>
</tr>
<tr>
<td>2 - Student Progress</td>
<td>216</td>
<td>800</td>
<td>27</td>
</tr>
<tr>
<td>3 - Closing Performance Gaps</td>
<td>813</td>
<td>1,600</td>
<td>51</td>
</tr>
<tr>
<td>4 - Postsecondary Readiness</td>
<td>17.5</td>
<td>24.9</td>
<td>24.3</td>
</tr>
</tbody>
</table>

System Safeguards

Number and Percentage of Indicators Met

<table>
<thead>
<tr>
<th>Indicator</th>
<th>Met Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Performance Rates</td>
<td>16 out of 17 = 94%</td>
</tr>
<tr>
<td>Participation Rates</td>
<td>9 out of 9 = 100%</td>
</tr>
<tr>
<td>Graduation Rates</td>
<td>4 out of 4 = 100%</td>
</tr>
<tr>
<td>Total</td>
<td>29 out of 30 = 97%</td>
</tr>
</tbody>
</table>

For further information about this report, please see the Performance Reporting website at https://rptsvr1.tea.texas.gov/perfreport/account/2017/index.html
Tab 9 – Site Information Part II
Site Information Form Part II

1. §11.9(c)(4) - Opportunity Index (Competitive HTC and Direct Loan Applications Only)

Development Site is located entirely within a census tract that has a poverty rate that is less than 20% or that is less than the median poverty rate for the region, whichever is higher.

AND

The census tract has a median household income rate in the two highest quartiles within the region.

OR

The census tract has a median household income in the third quartile within the region, and is contiguous to a census tract in the first or second quartile without physical barriers such as highways or rivers between, and the Development Site is no more than 2 miles from the boundary between the census tracts. A map showing the Development Site, location of the border, scale showing distance, and other applicable evidence is included.

Contiguous Census Tract #  Contiguous Tract Quartile

Development is Urban and Development Site is within the required radius of eligible amenities and/or services, pursuant to §11.9(c)(4)(B)(i) of the QAP. A map showing the Development Site, scale showing radius, location of the amenities, and evidence that the amenity meets all requirements of the rule, as applicable, is included.

- full service grocery store (1 mile)
- indoor recreation facility available to public (1 mile)
- public library (1 mile)
- outdoor recreation facility available to public (1 mile)
- community, civic or service organization (1 mile)
- census tract with ≥27% associate degrees adults aged ≥25
- census tract with crime rate of ≤26 per 1k persons
- health-related facility (3 miles)
- licensed center serving children (2 miles)

Development is Rural or USDA and Development Site is within the required distance of eligible amenities and/or services pursuant to §11.9(c)(4)(B)(ii) of the QAP. A map showing the Development Site, scale showing radius, location of the amenities, and evidence that the amenity meets all requirements of the rule, as applicable, is included.

- public library (1 mile)
- community, civic or service organization (1 mile)
- health-related facility (3 miles)
- licensed center serving children (2 miles)
- health-related facility (1 mile)

X No members of the Applicant or Affiliates had an ownership position in a selected amenity or served on the board or staff of a nonprofit that owned or managed a selected amenity within the year preceding the Pre-Application Final Delivery Date.

Application is seeking points for Opportunity Index.  Total Points Claimed: 7

If necessary, provide a brief summary of how the Development Site is justifying the points selected:
2. **§11.9(c)(5) - Underserved Area (Competitive HTC and Direct Loan Applications Only)**

Applications may qualify for up to five (5) points for proposed Developments located in one of the following areas:

- Wholly or partially within a Colonia (Note: Not eligible if application qualifies for Opportunity Index points);
- Entirely within the boundaries of an Economically Distressed Area (Note: Not eligible if application qualifies for Opportunity Index points);
- Entirely within a census tract that does not have a Development that was awarded less than 30 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report;
- Entirely within a census tract that does not have a Development that was awarded less than 15 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report;
- Entirely within a census tract whose boundaries are wholly within an incorporated area and the census tract itself and all of its contiguous census tracts do not have a Development that was awarded less than 15 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report. This item will apply in Places with a population of 150,000 or more, and will not apply in the At-Risk Set-Aside.

Contiguous Census Tract #  
Contiguous Census Tract #  
Contiguous Census Tract #  
Contiguous Census Tract #  

Application is seeking points for Underserved Area.  
Total Points Claimed: 3

3. **§11.9(c)(7) - Proximity to the Urban Core (Competitive HTC Applications Only)**

- Development Site is located in a Place with a population over 200,000 and is not in the At-Risk Set-Aside. **AND**
- Population of Place is 200,000-499,999 and Development is located w/in 2 miles of the main municipal government administration building. **OR**
- Population of Place is 500,000 or more and Development is located w/in 4 miles of the main municipal government administration building.

Application is seeking points for Proximity to the Urban Core.  
Total Points Claimed: 0

4. **§11.9(d)(7) - Concerted Revitalization Plan (Competitive HTC Applications Only)**

Region: 3  Urban

- Development is in an Urban Area.
- Application includes a copy of the plan or a link to the online plan and a description of where specific information required can be found in the plan.
- Plan is current at the time of Application and officially continues for a minimum of three years thereafter.
- Plan has been adopted by the municipality or county and resolution or certification is attached.
- Letter from appropriate local official, target area map, and supporting documentation are provided.
- Development is explicitly identified by the municipality or county as contributing more than any other to the concerted revitalization efforts of the municipality, county or distinct district; resolution stating such is provided.
- Evidence of sufficient, documented and committed funding to accomplish the plan's purposes on its established timetable is provided.
- No points were claimed for Opportunity Index, but location would qualify for at least 4 points under §11.9(c)(4)(B):

A map showing the Development Site, scale showing radius, location of the amenities, and evidence that the amenity meets all requirements of the rule, as applicable, is included.

No members of the Applicant or Affiliates had an ownership position in a selected amenity or served on the board or staff of a nonprofit that owned or managed a selected amenity within the year preceding the Pre-Application Final Delivery Date.

OR
Development is in a Rural Area.  
Rehabilitation  
Demolition/Reconstruction

Development has been leased at 85% or more for the six months preceding Application by low income households (excluding unlivable units identified in CNA);

AND
Development was constructed 25 or more years prior to Application submission as either public housing or as affordable housing with support from USDA, HUD, HOME, or CDBG;
AND, if applicable,
demolition and relocation of units has been determined locally to be necessary to comply with Affirmatively Furthering Fair Housing Rule or to create acceptable distance from Undesirable Neighborhood Characteristics.

Development is explicitly identified in a resolution by the municipality or county as contributing more than any other to the concerted revitalization efforts of the municipality or county; letter from Governing Body stating such is provided behind this tab.

No points were claimed for Opportunity Index, but location would qualify for at least 4 points under §11.9(c)(4)(B):

A map showing the Development Site, scale showing radius, location of the amenities, and evidence that the amenity meets all requirements of the rule, as applicable, is included behind this tab.

No members of the Applicant or Affiliates had an ownership position in a selected amenity or served on the board or staff of a nonprofit that owned or managed a selected amenity within the year preceding the Pre-Application Final Delivery Date.

<table>
<thead>
<tr>
<th>Application is seeking points for Concerted Revitalization.</th>
<th>Total Points Claimed:</th>
<th>0</th>
</tr>
</thead>
<tbody>
<tr>
<td>§11.9(d)(3) - Declared Disaster Area Scoring (Competitive HTC Applications ONLY)</td>
<td>X Development is located in an area that qualifies as a Declared Disaster Area as defined in §11.9(d)(3).</td>
<td></td>
</tr>
<tr>
<td>Application is seeking points for Declared Disaster Area.</td>
<td>Total Points Claimed:</td>
<td>10</td>
</tr>
<tr>
<td>§11.9(c)(8) - Readiness to Proceed in Disaster Impacted Counties (Competitive HTC Applications ONLY)</td>
<td>Application meets all of the following requirements:</td>
<td></td>
</tr>
<tr>
<td>Application is for a proposed Development located in a county declared by FEMA to be eligible for individual assistance within the year proceeding the Full Application Delivery Date.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Application includes evidence that the Applicant will close all financing on or before October 31, 2018.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Application includes evidence that the Applicant will fully execute the construction contract on or before October 31, 2018.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Application includes evidence that appropriate zoning will be in place at award.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Application includes a DETAILED narrative description of each piece of evidence provided and how that evidence proves that the Applicant will close all financing and fully execute the construction contract on or before October 31, 2018.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Application is seeking points for Readiness to Proceed. | Total Points Claimed: | 0 |
Tab 10 – Supporting Documentation from Site Information Part II
### Supporting Documentation for the Site Information Form Part II

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>x</strong></td>
<td>Opportunity Index (Competitive HTC and Direct Loan Only)</td>
</tr>
<tr>
<td></td>
<td>Map with Development Site boundaries indicated, relative to census tract boundaries</td>
</tr>
<tr>
<td></td>
<td>Map with Development Site boundaries indicated, relative to census tract boundaries; and contiguous census tract with evidence of no physical barriers between the tracts</td>
</tr>
<tr>
<td></td>
<td>Map(s) of Community Assets with Development, radius, and each asset labeled</td>
</tr>
<tr>
<td></td>
<td>Distances are measured from the nearest boundary of the Development Site to the nearest boundary of the property or easement containing the facility, unless otherwise noted. All measurements include ingress/egress and any easements</td>
</tr>
<tr>
<td></td>
<td>For each amenity, supporting documentation to evidence how the amenity meets each requirement for the amenity</td>
</tr>
<tr>
<td></td>
<td>Print-out from DFPS website confirming daycare licensed to serve relevant age groups <a href="http://www.dfps.state.tx.us/Child_Care/Search_Texas_Child_Care/ppFacilitySearchDayCare.asp">Link</a></td>
</tr>
<tr>
<td></td>
<td>Crime rate information for census tract from Neighborhood Scout or local data source dated after October 1, 2017, including the computation used to determine the crime rate <a href="https://www.neighborhoodscout.com">Link</a></td>
</tr>
<tr>
<td></td>
<td>Print-out from THECB website confirming accreditation of university or community college <a href="http://www.txhighereddata.org/Interactive/Institutions.cfm">Link</a></td>
</tr>
<tr>
<td></td>
<td>Evidence of regular and recurring substantive services provided by community, civic or service organization, as applicable</td>
</tr>
<tr>
<td></td>
<td>Evidence amenity is operational or has started site work (for instance: website postings, news paper ads, etc.); evidence of costs or membership fees, age restrictions, as applicable</td>
</tr>
<tr>
<td><strong>x</strong></td>
<td>Evidence of Underserved Area (Competitive HTC and Direct Loan Only)</td>
</tr>
<tr>
<td>n/a</td>
<td>For Colonia:</td>
</tr>
<tr>
<td>n/a</td>
<td>Evidence from Attorney General of Colonia boundaries; and <a href="https://www.texasattorneygeneral.gov/cpd/colonias">Link</a></td>
</tr>
<tr>
<td>n/a</td>
<td>Letter from the appropriate local government official or other evidence that the colonia lacks infrastructure and the Development will enable the current dwellings to connect to such infrastructure; and</td>
</tr>
<tr>
<td>n/a</td>
<td>Map showing development site boundaries relative to Colonia boundaries, and distance from Rio Grande river border.</td>
</tr>
<tr>
<td>n/a</td>
<td>For Economically Distressed Areas: <a href="http://www.twdb.texas.gov/financial/programs/EDAP/index.asp">Link</a></td>
</tr>
<tr>
<td>n/a</td>
<td>A letter or correspondence from Texas Water Development Board indicating the boundaries of the EDA; and</td>
</tr>
<tr>
<td>n/a</td>
<td>Map showing development site boundaries, relative to EDA boundaries.</td>
</tr>
<tr>
<td><strong>x</strong></td>
<td>For other items: Development must be awarded 2002 or earlier for 15-year threshold and 1987 or earlier for 30-year threshold. The Site Demographic Characteristics Report is posted on the Department’s website at <a href="http://www.tdthca.state.tx.us/multifamily/apply-for-funds.htm">Link</a></td>
</tr>
<tr>
<td>x</td>
<td>Map with Development Site boundaries indicated, relative to census tract boundaries</td>
</tr>
<tr>
<td></td>
<td>Map with census tract boundaries indicated, relative to boundaries of incorporated area, if applicable</td>
</tr>
<tr>
<td></td>
<td>Map with all contiguous census tracts, if applicable</td>
</tr>
<tr>
<td>n/a</td>
<td>Proximity to Urban Core (Competitive HTC Only)</td>
</tr>
<tr>
<td>n/a</td>
<td>Map with the appropriate radius, City Hall location, and evidence of meetings regularly scheduled for City Council, City Commission, or similar governing body.</td>
</tr>
</tbody>
</table>
**Concerted Revitalization Plan (Competitive HTC Only)**

**Urban:**
- Copy of the plan, or link to electronic copy. Plan must document that 11.9(d)(7)(A)(i)(I-V) are met.
- Map of target area(s) with location of Development Site clearly identified.
- Resolution adopting the Concerted Revitalization Plan or resolution of delegation and other documentation.
- Resolution identifying Development as contributing more than any other to revitalization effort.
- Letter from appropriate local official providing documentation of measurable improvements.
- Evidence of committed funding.
- For each amenity, supporting documentation to evidence that the amenity meets each Opportunity Index requirement for the amenity.

**Rural:**
- Current rent roll.
- Evidence Development constructed 25 or more years prior to application (1992 or earlier).
- Evidence Development is public housing or affordable housing supported by USDA, HUD, HOME or CDBG.
- Evidence demolition and relocation of units has been determined locally to be necessary to comply with Affirmatively Furthering Fair Housing Rule or to create acceptable distance from Undesirable Neighborhood Characteristics, if applicable.
- Resolution from appropriate Governing Body describing concerted revitalization effort and identifying Development as contributing more than any other to such effort.
- For each amenity, supporting documentation to evidence that the amenity meets each Opportunity Index requirement for the amenity.

**Declared Disaster Area:**
- The county in which the Development Site is located is listed on the 2018 List of Declared Disaster Areas (no further documentation is required).
  
  The List of Declared Disaster Areas is posted on the Department’s website at [http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm](http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm)
- Applicant believes the county in which the Development Site is located was omitted from the list and should be listed. Application includes evidence that the Development Site is located in an area declared to be a disaster area under Tex. Gov’t Code §418.014 at the time of early Application submission (January 26, 2018), at the Full Application Delivery Date, or at any time within the two-year period preceding the Full Application Delivery Date (as of March 1, 2016).

**Readiness to Proceed**
- The county in which the Development Site is located is listed on the 2018 List of Declared Disaster Areas eligible for points under 10 TAC §11.9(c)(8) (no further documentation is required).
- Evidence that the Applicant meets the requirements for Readiness to Proceed. Pursuant to 10 TAC 11.9(c)(8), the Application must include evidence that appropriate zoning will be in place at award (July 26, 2018).
- Application includes evidence that appropriate zoning will be in place at award.

Further, the Application must include evidence that the Applicant will close all financing and fully execute the construction contract on or before the last business day of October 2018. Examples of the kinds of documentation that may be used to evidence those milestones are listed below. Applicants may select any of these items, or use the "Other" selections to describe the evidence presented.

Each piece of evidence provided must be accompanied by a detailed narrative describing how that piece of evidence will allow the Applicant to meet the requirements. If evidence is not included behind this tab, use the space to describe where in the Application the evidence can be found. Evidence may include, but is not limited to:

- Loan or equity commitments with evidence of completed due diligence
- Confirmation from lender that non-refundable application and/or due diligence fee has been paid to lender and/or equity provider
A very big **THANK YOU** to our lunch sponsors!!!

- R&C Construction
- Texas Star Bank
- Brookshire’s
- Latter Day Saints
- Lamar Savings
- Frist Baptist Church
- McDonald’s
- Bethel Baptist Church
- Mogio’s Pizza (Celina)
- Lucy’s Celina

We are looking to add new programs and presentations to our schedule. You can find these in **bold** print in the calendar.

Seniors, come check out the exercise program on Mondays, Wednesdays and Fridays at 10:30am.

Everyone is invited to check out the woodcarving classes on Tuesdays as well as knitting/sewing on Thursdays!

We are now playing Bridge on Tuesdays from 10am—noonish.

If you have questions or ideas for the senior center, please contact the Assistant Parks Director at jdavis@celina-tx.gov, or call 972-382-2682 (x6002)
# January 2018 - Celina Senior Center

<table>
<thead>
<tr>
<th></th>
<th>Mon</th>
<th>Tue</th>
<th>Wed</th>
<th>Thurs</th>
<th>Fri</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>CLOSED</td>
<td></td>
<td>3</td>
<td>4</td>
<td>5</td>
</tr>
<tr>
<td>2</td>
<td>Wood Carving (1-5) Games</td>
<td></td>
<td>10:30 Exercise</td>
<td>10:30 Exercise</td>
<td>10:30 Exercise</td>
</tr>
<tr>
<td></td>
<td>Games BRIDGE</td>
<td></td>
<td>11:30 Lunch/Games Lamar Savings</td>
<td>11:30 Lunch</td>
<td>11:30 Lunch Sonic</td>
</tr>
<tr>
<td>8</td>
<td>10:30 Exercise</td>
<td></td>
<td></td>
<td>10am: Facebook Class</td>
<td>10am: Facebook Class</td>
</tr>
<tr>
<td></td>
<td>11:30 Lunch Bethel Baptist</td>
<td></td>
<td></td>
<td>12pm: Knitting Games</td>
<td>11:30 Lunch Taco Bell</td>
</tr>
<tr>
<td></td>
<td>12pm: Facebook Class</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>10:30 Exercise</td>
<td></td>
<td></td>
<td>10am: Facebook Class</td>
<td>10am: Facebook Class</td>
</tr>
<tr>
<td></td>
<td>11:30 Lunch — Bethel Baptist</td>
<td></td>
<td></td>
<td>12pm: Knitting Games</td>
<td>11:30 Lunch R&amp;C Construction</td>
</tr>
<tr>
<td></td>
<td>12pm: Facebook Class</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>10:30 Exercise</td>
<td></td>
<td></td>
<td>10am: Facebook Class</td>
<td></td>
</tr>
<tr>
<td></td>
<td>11:30 — lunch McDonald's</td>
<td></td>
<td></td>
<td>12pm: Knitting Games</td>
<td></td>
</tr>
<tr>
<td></td>
<td>12pm: Facebook Class</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>29</td>
<td>10:30 Exercise</td>
<td></td>
<td></td>
<td>10am: Facebook Class</td>
<td></td>
</tr>
<tr>
<td></td>
<td>11:30 — lunch Pat Luck</td>
<td></td>
<td></td>
<td>12pm: Knitting Games</td>
<td></td>
</tr>
<tr>
<td></td>
<td>12pm: Facebook Class</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>Wood Carving (1-5) Games</td>
<td></td>
<td>10:30 Exercise</td>
<td>10am: Facebook Class</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Games BRIDGE</td>
<td></td>
<td>11:30 Lunch Texas Star Bank</td>
<td>12pm: Knitting Games</td>
<td></td>
</tr>
<tr>
<td>30</td>
<td>Wood Carving (1-5) Games</td>
<td></td>
<td>10:30 Exercise</td>
<td>10am: Facebook Class</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Games BRIDGE</td>
<td></td>
<td>11:30 Lunch</td>
<td>12pm: Knitting Games</td>
<td></td>
</tr>
<tr>
<td>31</td>
<td>10:30 Exercise</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>11:30 Lunch Lunch in-house</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>26</td>
<td>10:30 Exercise</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>11:30 Lunch Lucy's</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Lunch Sponsor Guidelines:**

We would like to ask that you please have meals & beverages to accommodate up to 35 people to the Center by 11 am on the day of your scheduled lunch. Beverages may include bottled water, juices, iced tea and coffee. Thank you.

To provide a program, sponsor a lunch, or make a donation, please contact the Celina Senior Center at 972-382-7730 or Jeff at 972-382-2682 (x6002). If there are activities that you would like to see on the calendar, place your ideas in the suggestion box.

---

**COMING JOIN THE FUN!**

140 N. Ohio Street
Celina, TX 75009
Celina Public Library

Vision:
The vision of Celina Public Library is to be a premier participant in the development of an enriched, informed and connected community that lives, grows, works, and plays in a quality hometown environment.

Mission: Imagine, Explore, Discover, Learn
The mission of Celina Public Library is to facilitate the increase of knowledge within the community by providing exemplary personnel, facilities, materials and services that nurture imagination, exploration, discovery and learning, changing lives through the transforming power of information and ideas.

CONTACT US
Linda Shaw
Library Director
Email
Phone: (972) 382-8655

Library
Physical Address
142 N Ohio St
Celina, TX 75009

Hours
Monday - Tuesday
10:00 am - 8:00 pm
Wednesday - Thursday
10:00 am - 6 pm
Friday - Saturday
10:00 am - 4 pm
Founders Station Park

Founders Station Park is located in the heart of downtown Celina, one block east of town square, and features tennis court, a playground and a gazebo.

AMENITIES
- Tennis Courts
- Gazebo
- Playground
- Horseshoe Pit
- Park Benches
- Picnic Tables
- Basketball Courts
<table>
<thead>
<tr>
<th>Census Tract</th>
<th>Census Tract Abr.</th>
<th>Estimate</th>
<th>Associate</th>
<th>Rate of Assoc</th>
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<tr>
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<tr>
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<tr>
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<td>64.67%</td>
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<tr>
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<td>657</td>
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<td>2352</td>
<td>66.74%</td>
</tr>
<tr>
<td>838</td>
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<td>3448</td>
<td>1428</td>
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</tr>
</tbody>
</table>
Census Tract 48085030305
CELINA, TX CRIME

TOTAL CRIME INDEX

88
(100 is safest)

Safer than 88% of U.S. neighborhoods.

NEIGHBORHOOD ANNUAL CRIMES

<table>
<thead>
<tr>
<th>VIOLENT</th>
<th>PROPERTY</th>
<th>TOTAL</th>
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</thead>
<tbody>
<tr>
<td>Number of Crimes</td>
<td>10</td>
<td>64</td>
</tr>
<tr>
<td>Crime Rate (per 1,000 residents)</td>
<td>1.30</td>
<td>8.31</td>
</tr>
</tbody>
</table>

VIOLENT CRIME INDEX

72
(100 is safest)

Safer than 72% of U.S. neighborhoods.

VIOLENT CRIME INDEX BY TYPE

<table>
<thead>
<tr>
<th>MURDER INDEX</th>
<th>RAPE INDEX</th>
<th>ROBBERY INDEX</th>
<th>ASSAULT INDEX</th>
</tr>
</thead>
<tbody>
<tr>
<td>100</td>
<td>74</td>
<td>68</td>
<td>65</td>
</tr>
</tbody>
</table>

100 is safest

VIOLENT CRIME COMPARISON (PER 1,000 RESIDENTS)

MY CHANCES OF BECOMING A VICTIM OF A VIOLENT CRIME

1 IN 770

1 IN 243
Cellna Family Healthcare Medical Clinic

Whether you have lived in Celina all your life, or you're new to the area, if you're seeking family healthcare in Celina, look no further than Kim Myers FNP, BC, at Cellna Medical Clinic. Kim has experience you can trust. Celina patients admire Kim for her commitment to quality care and continually give her high marks for outstanding bedside manner. Kim Myers' service and attention to your care is unmatched, and patients appreciate the undivided and caring attention they receive at every appointment.

We Care About Your Family

Cellna Medical Clinic is a full service facility, focusing on comprehensive care for your entire family. We offer first-rate healthcare to the Celina community and surrounding areas. We offer a variety of healthcare services including: Family Medicine, Women's Health, Pediatrics, Immunizations, Physicals & Minor Emergencies. And yes, we are accepting new patients.

Our Hours

Cellna Medical Clinic is open Monday through Friday from 8:30 AM to 5:00 PM. Call for an appointment today if you require a Celina medical care and rely on Kim Myers FNP, BC, to provide you with quality, affordable care for the entire family.

What's Available Online

Find Information about our services, what to bring with you for your appointment and more. Plus, download and complete our New Patient Form to save time on the day of your first appointment. Or if you're getting a physical, download our forms for athletes. If you are planning on getting a Flu Shot please download the Flu Consent and Release form here.
Child Care Search Result Details

Operation Details
You may click on the question mark image (?) to view the Frequently Asked Questions (FAQ) page.

Operation Number: 1528016
Operation Type: Licensed Center
Program Provided: Child Care Program
Operation/Caregiver Name: Mudpies & Lullabies Celina
Location Address: 710 S OKLAHOMA DR
                   CELINA, TX 75009
Mailing Address: 710 S OKLAHOMA DR
                 CELINA, TX 75009
Phone Number: 469-202-2505
County: COLLIN
Website Address: www.mudpies-lullabies.com
Email Address: mudpies.learning@gmail.com
Administrator/Director Name: Amanda McEuen
Type of Issuance: Full Permit
Issuance Date: 5/9/2014
Conditions on Permit: No
Accepts Child-Care Subsidies: Yes
Hours of Operation: 06:30 AM-06:00 PM
Days of Operation: Monday - Friday
Total Capacity: 153
Licensed to Serve Ages: Infant, Toddler, Pre-Kindergarten, School
Total Capacity: 153
Number Of Admin Penalties: 0
Corrective Action: No
Adverse Action: No
Temporarily Closed: No

Two Year Inspection Summary
- Inspectors routinely monitor compliance with Licensing standards, rules and law. At a minimum, licensed and certified operations are inspected at least once a year; Registered Child Care Homes ? are inspected at least once every two years, Listed Family Homes ? are inspected only if there is a report of abuse/neglect or if we
receive a report that the home is caring for too many children.

- When operations have serious deficiencies or a significant number of deficiencies, repeat deficiencies, or fail to make corrections timely, they are inspected more frequently by licensing staff, to ensure the health and safety of children in care.

- In the last two years, Licensing conducted the following:

  9 - Inspections
  0 - Assessments
  2 - Self Reported Incidents
  2 - Reports

  Click on the inspection type to see additional details related to each inspection.

- There are many standards that an operation must comply with; the total number varies for each type of operation. An operation or home is generally given an opportunity to correct deficiencies and has the right to request a review of a deficiency. Deficiencies pending review are not included in the two year history.

Two Year Compliance Summary
- During the last two years, 1044 standards were evaluated for compliance at this operation.

- Of the standards evaluated 5 deficiencies were cited.

  Click on the number of deficiencies to see additional details.

- Each standard is assigned a weight. The weight ensures all inspectors consider standard violations in the same way, and represents the potential impact a deficiency might have on children. Review the inspection reports to learn more about each citation. It's important to remember; weights are not assigned to an individual operation, inspection, or circumstance and are not intended to result in a ranking of operations or score.

- The weights of the standard deficiencies cited in the past two years are as follows:

  3 were weighted as **High**
  1 was weighted as **Medium - High**
  1 was weighted as **Medium**
  0 were weighted as **Medium - Low**
  0 were weighted as **Low**

  Click on the weight to see additional details about each deficiency.

Disclaimer: The online compliance history includes only information after January 1, 2002. In addition, the online compliance history does not include minimum standard violations or corrective or adverse actions until after the child-care operation has had due process or waived its rights. For compliance history prior to January 1, 2002 or history with pending due process, please contact your local licensing office. Child-Care Licensing disclaims liability for any errors or omissions from the compliance history information.

Website and Email addresses are based on information given to DFPS by the Operation/Caregiver. If you experience problems with these addresses please contact the Operation/Caregiver.
<table>
<thead>
<tr>
<th>TDHC#</th>
<th>Program Type</th>
<th>Development Name</th>
<th>Project Address</th>
<th>Project City</th>
<th>Project County</th>
<th>Zip Code</th>
<th>LHIC Amt Awarded</th>
<th>Total Units</th>
<th>LHIC Units</th>
<th>Population Served</th>
<th>APL Phone #</th>
</tr>
</thead>
<tbody>
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<td>5% HTC</td>
<td>El Campo Retirement</td>
<td>2805 West Loop</td>
<td>El Campo</td>
<td>Vivian</td>
<td>77437</td>
<td>$19,800</td>
<td>32</td>
<td>32</td>
<td>Elderly</td>
<td>(972) 617-3117</td>
</tr>
<tr>
<td>70025</td>
<td>5% HTC</td>
<td>Mill Run Apartments</td>
<td>55 Mill Run Circle</td>
<td>Elko</td>
<td>Anderson</td>
<td>76929</td>
<td>$61,250</td>
<td>32</td>
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<td>General</td>
<td>(972) 617-3117</td>
</tr>
<tr>
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<td>Dove Abajo Estates</td>
<td>1901 Dove Park</td>
<td>San Bracho</td>
<td>78306</td>
<td>$1,000</td>
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<td>1</td>
<td>General</td>
<td>(972) 617-3117</td>
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<tr>
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<td>5% HTC</td>
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<td>410 Wood Lawn Drive</td>
<td>Houston</td>
<td>Harris</td>
<td>77009</td>
<td>$200,009</td>
<td>322</td>
<td>322</td>
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<td>(214) 748-7172</td>
</tr>
<tr>
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<td>(972) 617-3117</td>
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<td>Harris</td>
<td>77009</td>
<td>$200,009</td>
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<td>322</td>
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<td>48</td>
<td>General</td>
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<td>75231</td>
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<td>48</td>
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<td>48</td>
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<tr>
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<td>75231</td>
<td>$115,190</td>
<td>249</td>
<td>249</td>
<td>249</td>
<td>Elderly</td>
<td>(214) 748-7172</td>
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<tr>
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<td>1428 NE 1 1/2 St.</td>
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<td>75231</td>
<td>$115,190</td>
<td>249</td>
<td>249</td>
<td>249</td>
<td>Elderly</td>
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<tr>
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<td>$115,190</td>
<td>249</td>
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<td>249</td>
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<td>(214) 748-7172</td>
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<tr>
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<td>1428 NE 1 1/2 St.</td>
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<td>$115,190</td>
<td>249</td>
<td>249</td>
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<td>Elderly</td>
<td>(214) 748-7172</td>
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<tr>
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<td>5% HTC</td>
<td>1428 NE 1 1/2 St.</td>
<td>1428 NE 1 1/2 St.</td>
<td>Dallas</td>
<td>75231</td>
<td>$115,190</td>
<td>249</td>
<td>249</td>
<td>249</td>
<td>Elderly</td>
<td>(214) 748-7172</td>
</tr>
</tbody>
</table>

**Notes:**
- **2x units per capita:** Indicates if the property has two or more units per capita.
- **20% HTC Units:** Percentage of units that are low-income.
- **MSAs:** Metropolitan Statistical Areas.
- **County Codes:** Codes for county-specific information.

**Property Inventory Report**

- **Find and Replace:**
  - **Find:**
    - 40685030305
  - **Replace:**
    - General
  - **Options:**
    - 40685030305

- **General Information:**
  - **Apartment Phone #:** Available.
  - **Address:** Served General, 483359503, (956) 793-8181.
  - **Options:** Available for more ways to search.
2018 Declared Disaster Areas
Counties Expiring January 26, 2018
Eligible under §11.9(d)(3) of the 2018 QAP

Bailey
Castro
Childress
Cochran
Collin
Dallas
Deaf Smith
Dickens
Ellis
Franklin
Hall
Hardeman
Hockley
Hopkins
Kaufman
Kent
King
Lamb
Navarro
Parmer
Red River
Rockwall
Terry
Terry
Titus
Wichita
Tab 11 – Site Information Form
Part III
### Site Information Form Part III

#### 1. Site Acreage

Please identify site acreage as listed in each of the following exhibits/documents.

<table>
<thead>
<tr>
<th>Site Control:</th>
<th>Site Plan:</th>
<th>Appraisal:</th>
<th>ESA:</th>
</tr>
</thead>
</table>

(*) Should equal acreage indicated in site control documents less acreage intended to be dedicated, sold or used for public purpose and not to be encumbered by LURA (net acreage). The net acreage will be used for calculating density for all purposes.

**Please provide an explanation of any discrepancies in site acreage below:**

[A description of any reductions except as a result of dedication of land for roadways, easements or other changes that may occur during development may help the Applicant avoid future amendments.]

#### 2. Site Control - §10.204(10)

The current owner of the Development Site is (If scattered site & more than one owner refer to Tab 13):

<table>
<thead>
<tr>
<th>Entity Name</th>
<th>Contact Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>NEU Irrevocable 2006 Trust</td>
<td>Roy J. Monk</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
<th>Date of Last Sale</th>
</tr>
</thead>
<tbody>
<tr>
<td>17300 Dallas Parkway, Suite 2050</td>
<td>Dallas</td>
<td>TX</td>
<td>75248</td>
<td>12/30/2010</td>
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</tbody>
</table>

Is the seller affiliated with the Applicant, Principal, sponsor, or any Development Team member? _No_

If "Yes," please explain: 

Did the seller acquire the property through foreclosure or deed in lieu of foreclosure? _No_

Identify all of the sellers of the proposed property for the 36 months prior to the first day of the Application Acceptance Period and their relationship, if any, to members of the Development Team:

<table>
<thead>
<tr>
<th>Name:</th>
<th>Relationship:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
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Site Control is in the form of:

- [X] Contract for sale.
- [ ] Recorded Warranty Deed with corresponding executed closing/settlement statement.
- [ ] Contract for lease.
  
Expiration of Contract or Option: **10/31/2018**  
Anticipated Closing Date: **10/31/2018**

Site Control - §10.204(10)

#### 3. Ingress/Egress and Easements (9% and 4% HTC Only) - §11.7

Is land for ingress and/or egress and any easements held separate from the property described in the site control documents? _No_

If yes, describe how any such land is held. Identify the land owner and describe any agreements the Applicant has or will enter into with the land owner.
4. **30% increase in Eligible Basis “Boost” (9% and 4% HTC Only) - §11.4(c)**

Development qualifies for the boost for:

- Qualified Census tract that has less than 20% HTC Units per household
- Development is located in a Small Area Difficult Development Area (SADDA)
- Rural Development (Competitive HTC only)
- Development is entirely Supportive Housing (Competitive HTC Only)

- Development meets the criteria for the Opportunity Index as identified in §11.9(c)(4) of the Qualified Allocation Plan (Competitive HTC only)
- Development is in an area covered by a concerted revitalization plan and elects and is eligible for points under §11.9(d)(7), is not Elderly, and is not located in a QCT. (Competitive HTC only)
- Development includes an additional 10% of units at 30% AMI. **Must be in addition to the number of units needed for any scoring item or any other funding source from MF Direct Loan requirements. (Competitive HTC only)**

- Development is in a QCT with 20% or greater Housing Tax Credit Units per household, and a resolution from the Governing Body of the appropriate municipality or county allowing the construction of the Development is included behind Tab 8**

  **Resolution not due until Resolutions Delivery Date for Tax-Exempt Bond Developments**

If a revised form is submitted, date of submission: 

---

**Note:** All criteria must be met for the Development to qualify for the boost.
Tab 12 – Supporting Documentation from Site Information Form Part III
Support Documentation from Site Information Part III Should be Included Behind this Tab.

| X | Site Control Documentation |
| X | Title Commitment or Policy |
| n/a | Each of the Direct Loan exhibits identified below (as applicable) |

**Increase in Eligible Basis (30% Boost)**

- Resolution from the Governing Body of the appropriate municipality or county allowing the construction of the Development, if applicable.
- Census tract map that includes the 11-digit census tract number and clearly shows that the proposed Development is located within a QCT, if applicable.
- SADDA map clearly showing the Development is located within the boundaries of a SADDA, if applicable.

**Site & Neighborhood Standards (New Construction Direct Loan only)**

Confirm the following supporting documents are provided behind this tab.

- Letters on company letterhead from local utility providers confirming the site has access to the following services: water and wastewater/sewer, electricity, garbage disposal and natural gas, if applicable.
- Statement explaining how the Development will promote greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons.
- DP-1 Profile of General Demographic Characteristics (2010) Census data for the census tract and city (and county if proposed site is located in a rural area) where the proposed site will be located. DP-1 Census data can be accessed using the Advanced Search option at www.census.gov.
- A statement confirming that travel time and cost via public transportation or private automobile, from the neighborhood to places of employment providing a range of jobs for lower-income workers, is not excessive. This is not applicable for Developments proposing to serve Elderly.
Tab 12 – Site Control
July 10, 2018

TDHCA
Ben Sheppard
TDHCA – Specialist, Multifamily Finance
ben.sheppard@tdhca.state.tx.us

RE: TDHCA #18024, Palladium Celina Senior Living: Deficiency Notice dated July 7, 2018

Ben,

This letter is in response to your Deficiency Notice dated July 7, 2018. Below I have listed each item and provided its respective response labeled underneath.

Request: 1. Submit receipt for the $50,000 that was due April 30, 2018.
Response: See the attached executed 4th Amendment to the Purchase Contract that moved the date for the $50,000 to be deposited to December 1, 2018.

Request: 2. Explain why the site plan indicates 9.831 acres instead of 9.0 as indicated in Site Information Form Part III, including a specific and precise explanation of the difference between 9.831 acres and 9.0 acres.
Response: As discussed on the phone, the site is 9.831 acres and is consistent on the Site Information Form Part III with the Site Plan.

Request: 3. Explain the trash collection process.
Response: Our management company will collect trash outside of residents units and deposit in dumpsters twice a week.

Request: 4. Explain the reference to a lease in the purchase contract; particularly, detail any improvements currently used for habitation or commerce and the uses of these improvements.
Response: There currently is a small house on the site that is under lease and someone is living there. That house will be vacated subject to the terms of the Purchase Contract and demolished during our construction process.

Request: 5. If the interior courtyard is not covered, submit interior (courtyard) building elevations.
Response: See the attached interior courtyard building elevations.

Response: As discussed on the phone, the A2 ADA unit plan is on page 180 of the application. Also, we do not have any ADA units in the A1 floor plan. All of our ADA units for one bedroom units are in the A2 floorplan.

Please contact me at 972-774-4400 or tom@palladiumusa.com if you need any additional information.

Sincerely,

Thomas E. Huth
Authorized Representative
Palladium Celina Senior Living, Ltd.

There are no federal funds. Therefore, the occupied residence requires no further action. - bps
FOURTH AMENDMENT TO  
CONTRACT OF SALE  

THIS FOURTH AMENDMENT TO CONTRACT OF SALE (this “Amendment”) made effective as of the 30th day of April, 2018, by and between NEU IRREVOCABLE 2006 TRUST (“Seller”) and PALLADIUM USA INTERNATIONAL, INC., (“Buyer”).

WHEREAS, Seller and Buyer have entered into that certain Contract of Sale with an effective date of December 29, 2016 (the “Contract”) with respect to the sale by Seller to Buyer of approximately Nine (9) acres located in the City of Celina, Collin County, Texas, all as more particularly described in the Contract; and

WHEREAS, Seller and Buyer have entered into a FIRST AMENDMENT TO CONTRACT OF SALE dated February 2, 2017,

WHEREAS, Seller and Buyer have entered into a SECOND AMENDMENT TO CONTRACT OF SALE dated April 20, 2017,

WHEREAS, Seller and Buyer have entered into a THIRD AMENDMENT TO CONTRACT OF SALE dated July 28, 2017,

WHEREAS, Seller and Buyer desire to amend the Contract as hereinafter set forth.

NOW, THEREFORE, in consideration of good and valuable consideration, the mutual receipt and legal sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The first sentence of EARNEST MONEY Paragraph 2 b) of the Contract is hereby deleted in its entirety and replaced with “Within one (1) business day following the Effective Date, Buyer shall deliver to Chicago Title of Texas, LLC, 14755 Preston Road, Suite 600, Dallas, Texas 75254, Attention: Becky Brusilow, telephone number 972-419-4710; Fax 972-419-4725; Email: rbrusilow@coatsrose.com (the “Title Company”), as escrow agent, Twenty Five Thousand and No/100 Dollars ($25,000.00) as earnest money (together with all interest accrued thereon, the “Earnest Money Deposit”) with $25,000.00 of this Earnest Money Deposit being non-refundable and released to Seller as of July 31, 2017 (subject to Paragraph 3 a), provided this Contract has not sooner been terminated, with such amount not to be applied to the Sales Price at Closing. At or prior to December 1, 2018, Buyer shall deposit with Title Company an additional Fifty Thousand and No/100 Dollars ($50,000.00) as “Additional Earnest Money” with $25,000.00 of this Additional Earnest Money being non-refundable as of December 1, 2018 and not to be applied to the Sales Price at Closing, and the remaining $25,000.00 being non-refundable as of April 30, 2019 and to be applied to the Sales Price at Closing. If Buyer does not timely deliver the Additional Earnest Money as provided in this Section 2, Buyer shall be deemed to have terminated this Contract pursuant to Section 5 and any portion of the Additional Earnest Money received by the Title Company shall be returned, subject to the terms contained herein, to Buyer, and neither party shall have any further rights or obligations hereunder, except for any provisions which survive the termination hereof. The Additional Earnest Money shall be deposited and held by the Title Company in a federally insured...
account. In the event the transaction is not closed, the Additional Earnest Money shall be disbursed in accordance with the provisions of this Contract.”

2. The first sentence of **FEASIBILITY PERIOD** Paragraph 5 a) of the Contract is hereby deleted in its entirety and replaced with “Buyer, at Buyer’s expense, shall conduct such engineering studies of the Property, physical inspections of the Property and studies including structural engineering, economic feasibility and related matters that Buyer deems necessary, including studies and inspections to determine the existence of any environmental hazards or conditions (collectively, the “Feasibility Study”) during the period (the “Feasibility Period”) commencing on the Effective Date of this Contract and ending at 5:00 p.m., Celina, Texas time on August 31, 2019 for Buyer’s intended development of the Property which is construction of multifamily housing (the Project).”

3. The first sentence of **CLOSING** Paragraph 3 a) of the Contract is hereby deleted in its entirety and replaced with “The closing of the sale of the Property to Buyer (the “Closing”) shall take place at the Title Company pursuant to an escrow closing on or before October 31, 2019 (the “Closing Date”) provided, however, that Buyer may elect to close at any time upon ten (10) day’s written notice to Seller (subject to prior satisfaction of the Seller Condition, as defined in Section 25 below).”

4. All other terms and conditions of the Contract shall remain in full force and effect. This Third Amendment may be executed in multiple counterparts. Facsimile signatures shall be deemed originals for all purposes.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]
IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above written.

BUYER:

Palladium USA International, Inc.

By: ____________________________
    Thomas E. Huth, President and CEO

SELLER:

NEU IRREVOCABLE 2006 TRUST

By: ____________________________
    Roy J. Monk, Trustee

FOURTH AMENDMENT TO CONTRACT OF SALE
THIRD AMENDMENT TO CONTRACT OF SALE

THIS THIRD AMENDMENT TO CONTRACT OF SALE (this "Amendment") made effective as of the 28th day of July, 2017, by and between NEU IRREVOCABLE 2006 TRUST ("Seller") and PALLADIUM USA INTERNATIONAL, INC., ("Buyer").

WHEREAS, Seller and Buyer have entered into that certain Contract of Sale with an effective date of December 29, 2016 (the "Contract") with respect to the sale by Seller to Buyer of approximately Nine (9) acres located in the City of Celina, Collin County, Texas, all as more particularly described in the Contract; and

WHEREAS, Seller and Buyer have entered into a FIRST AMENDMENT TO CONTRACT OF SALE dated February 2, 2017,

WHEREAS, Seller and Buyer have entered into a SECOND AMENDMENT TO CONTRACT OF SALE dated April 20, 2017,

WHEREAS, Seller and Buyer desire to amend the Contract as hereinafter set forth.

NOW, THEREFORE, in consideration of good and valuable consideration, the mutual receipt and legal sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The first sentence of EARNEST MONEY Paragraph 2 b) of the Contract is hereby deleted in its entirety and replaced with "Within one (1) business day following the Effective Date, Buyer shall deliver to Chicago Title of Texas, LLC, 14755 Preston Road, Suite 600, Dallas, Texas 75254, Attention: Becky Brusilow, telephone number 972-419-4710; Fax 972-419-4725; Email: rbrusilow@coatsrose.com (the "Title Company"), as escrow agent, Twenty Five Thousand and No/100 Dollars ($25,000.00) as earnest money (together with all interest accrued thereon, the "Earnest Money Deposit") with $25,000.00 of this Earnest Money Deposit being non-refundable and released to Seller as of July 31, 2017 (subject to Paragraph 3 a), provided this Contract has not sooner been terminated, with such amount not to be applied to the Sales Price at Closing. At or prior to April 30, 2018, Buyer shall deposit with Title Company an additional Fifty Thousand and No/100 Dollars ($50,000.00) as “Additional Earnest Money” with such Additional Earnest Money being applied to the Sales Price at Closing with $25,000.00 of this Additional Earnest Money being non-refundable as of April 30, 2018 and the remaining $25,000.00 being non-refundable at the expiration of the Feasibility Period. All deposits deemed “Additional Earnest Money”, shall be applicable to the Sales Price at Closing, and if Buyer does not timely deliver the Additional Earnest Money as provided in this Section 2, Buyer shall be deemed to have terminated this Contract pursuant to Section 5 and any portion of the Additional Earnest Money received by the Title Company shall be returned, subject to the terms contained herein, to Buyer, and neither party shall have any further rights or obligations hereunder, except for any provisions which survive the termination hereof. The Additional Earnest Money shall be deposited and held by the Title Company in a federally insured account. In the event the transaction is not closed, the Additional Earnest Money shall be disbursed in accordance with the provisions of this Contract."
2. The first sentence of **FEASIBILITY PERIOD** Paragraph 5 a) of the Contract is hereby deleted in its entirety and replaced with “Buyer, at Buyer’s expense, shall conduct such engineering studies of the Property, physical inspections of the Property and studies including structural engineering, economic feasibility and related matters that Buyer deems necessary, including studies and inspections to determine the existence of any environmental hazards or conditions (collectively, the “Feasibility Study”) during the period (the “Feasibility Period”) commencing on the Effective Date of this Contract and ending at 5:00 p.m., Celina, Texas time on August 31, 2018 for Buyer’s intended development of the Property which is construction of multifamily housing (the Project).”

3. The first sentence of **CLOSING** Paragraph 3 a) of the Contract is hereby deleted in its entirety and replaced with “The closing of the sale of the Property to Buyer (the “Closing”) shall take place at the Title Company pursuant to an escrow closing on or before October 31, 2018 (the “Closing Date”) provided, however, that Buyer may elect to close at any time upon ten (10) day’s written notice to Seller (subject to prior satisfaction of the Seller Condition, as defined in Section 25 below).”

4. All other terms and conditions of the Contract shall remain in full force and effect. This Third Amendment may be executed in multiple counterparts. Facsimile signatures shall be deemed originals for all purposes.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]
IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above written.

BUYER:

Palladium USA International, Inc.

By: ________________________
    Thomas E. Huth, President and CEO

SELLER:

NEU IRREVOCABLE 2006 TRUST

By: ________________________
    Roy J. Monk, Trustee
IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above written.

BUYER:

Palladium USA International, Inc.

By: __________________________
    Thomas E. Huth, President and CEO

SELLER:

NEU IRREVOCABLE 2006 TRUST

By: __________________________
    Roy J. Monk, Trustee
SECOND AMENDMENT TO
CONTRACT OF SALE

THIS SECOND AMENDMENT TO CONTRACT OF SALE (this "Amendment") made effective as of the 20TH day of April, 2017, by and between NUE IRREVOCABLE 2006 TRUST ("Seller") and PALLADIUM USA INTERNATIONAL, INC., ("Buyer").

WHEREAS, Seller and Buyer have entered into that certain Contract of Sale with an effective date of December 29, 2016 (the "Agreement") with respect to the sale by Seller to Buyer of approximately Nine (9) acres located in the City of Celina, Collin County, Texas, all as more particularly described in the Agreement; and

WHEREAS, Seller and Buyer have entered into a FIRST AMENDMENT TO CONTRACT OF SALE dated February 2, 2017,

WHEREAS, Seller and Buyer desire to amend the Agreement as hereinafter set forth.

NOW, THEREFORE, in consideration of good and valuable consideration, the mutual receipt and legal sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The first sentence of Paragraph 2b) of the Agreement "Within one (1) business day following the Effective Date, Buyer shall deliver to Chicago Title of Texas, LLC, 14755 Preston Road, Suite 600, Dallas, Texas 75254, Attention: Becky Brusilow, telephone number 972-419-4710; Fax 972-419-4725; Email: rbrusilow@coatsrose.com (the "Title Company"), as escrow agent, Twenty Five Thousand and No/100 Dollars ($25,000.00) as earnest money (together with all interest accrued thereon, the "Earnest Money Deposit") with $25,000.00 of this Earnest Money Deposit being non-refundable as of April 30, 2017 (subject to Paragraph 3 a), provided this Contract has not sooner been terminated, with such amount applied to the Sales Price at Closing." Is hereby deleted in its entirety and replaced with "Within one (1) business day following the Effective Date, Buyer shall deliver to Chicago Title of Texas, LLC, 14755 Preston Road, Suite 600, Dallas, Texas 75254, Attention: Becky Brusilow, telephone number 972-419-4710; Fax 972-419-4725; Email: rbrusilow@coatsrose.com (the "Title Company"), as escrow agent, Twenty Five Thousand and No/100 Dollars ($25,000.00) as earnest money (together with all interest accrued thereon, the "Earnest Money Deposit") with $15,000.00 of this Earnest Money Deposit being non-refundable as of April 30, 2017 and $10,000 of this Earnest Money Deposit being non-refundable as of July 31, 2017 (subject to Paragraph 3 a), provided this Contract has not sooner been terminated, with such amount applied to the Sales Price at Closing."

2. All other terms and conditions of the Original Agreement shall remain in full force and effect. This First Amendment may be executed in multiple counterparts. Facsimile signatures shall be deemed originals for all purposes.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above written.

SECOND AMENDMENT TO CONTRACT OF SALE
BUYER

Palladium USA International, Inc.

By: ____________________________

Thomas E. Huth, President and CEO

SELLER

NEU IRREVOCABLE 2006 TRUST

By: ____________________________

Roy J. Monk, Trustee

SECOND AMENDMENT TO CONTRACT OF SALE
FIRST AMENDMENT TO
CONTRACT OF SALE

THIS FIRST AMENDMENT TO CONTRACT OF SALE (this “Amendment”) made effective as of the 2nd day of February, 2017, by and between NEU IRREVOCABLE 2006 TRUST (“Seller”) and PALLADIUM USA INTERNATIONAL, INC., (“Buyer”).

WHEREAS, Seller and Buyer have entered into that certain Contract of Sale with an effective date of December 29, 2016 (the “Agreement”) with respect to the sale by Seller to Buyer of approximately Nine (9) acres located in the City of Celina, Collin County, Texas, all as more particularly described in the Agreement; and

WHEREAS, Seller and Buyer desire to amend the Agreement as hereinafter set forth.

NOW, THEREFORE, in consideration of good and valuable consideration, the mutual receipt and legal sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The definition and location of “Real Property” as set forth in the Original Agreement shall be amended to be defined as set out in the attached TSPS Category 1A, Condition II Survey by Ringley & Associates, Inc. dated January 21, 2017 identifying the Real Property acreage as 9.831 Acres, which legal description shall be substituted for the legal description in the Original Agreement as the new Exhibit A legal description as well as the Schedule 1 Survey description, and the Title Company is authorized to substitute same once the new Survey is approved by the Title Company.

2. All other terms and conditions of the Original Agreement shall remain in full force and effect. This First Amendment may be executed in multiple counterparts. Facsimile signatures shall be deemed originals for all purposes.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above written.
BUYER:

Palladium USA International, Inc.

By: ____________________________

Thomas E. Huth, President and CEO

SELLER:

NEU IRREVOCABLE 2006 TRUST

By: ____________________________

Roy J. Monk, Trustee
CONTRACT OF SALE

THIS CONTRACT OF SALE (this “Contract”) is made effective as of the 29th day of December, 2016 (the “Effective Date”) by and between NEU IRREVOCABLE 2006 TRUST (“Seller”) and PALLADIUM USA INTERNATIONAL, INC., (“Buyer”).

For and in consideration of the mutual covenants and agreements contained in this Contract and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller agree as follows:

1. PURCHASE AND SALE: Seller agrees to sell and convey to Buyer, and Buyer agrees to buy from Seller, the Property (hereinafter defined) for the consideration and upon and subject to the terms, provisions and conditions hereinafter set forth. The Property includes:

   a) The “Real Property” means the land of approximately Nine (9) acres in size and is situated in the City of Celina, Collin County, Texas, more particularly highlighted on Exhibit “A” attached hereto and made a part hereof (the “Land”), together with (i) any structures, buildings and improvements situated on the Land (such buildings, structures and improvements being herein collectively called the “Improvements”), (ii) any and all rights, titles, privileges, easements, licenses, rights-of-way and interests appurtenant to the Land and the Improvements, (iii) all rights, titles, privileges, licenses, easements, rights-of-way and interests, if any, of Seller, either at law or in equity, in possession or in expectancy, in and to any real estate lying in the streets, highways, roads, alleys, rights-of-way or sidewalks, open or proposed, in front of, above, over, under, through or adjoining the Land and in and to any strips, gores or tracts of real estate adjoining the Land; (iv) all rights, title and interest of Seller, if any, in and to the water, oil, gas, and other minerals in, on and under the Land; and

   b) The “Personal Property” means, (1) all development rights for the Real Property, or any part thereof, which Seller has, if any, including, without limitation, those relating to utilities, prepaid water and sewer connection fees, reservation fees and impact fees, (2) all right, title and interest of Seller, if any, in any approved site plans, development plans, development orders, or development agreements as they relate to the Real Property, (3) all rights of Seller, if any, to all environmental, water, sewer, drainage, road, excavation, fill and all other construction and development applications, permits, licenses, and rights, contractual or otherwise, relating to the Real Property, (4) all rights and interests of Seller, if any, under any agreements, with any governmental authorities having jurisdiction over the Real Property relating to flood control, drainage, roads, water or sewer facilities or other infrastructure, construction and development for the Real Property, and (5) any and all right, title and interest of Seller, if any, in any environmental and/or wetlands mitigation relating to the Real Property; provided, notwithstanding anything to the contrary contained herein, Seller partially reserves and retains rights in and to the Personal Property only to the extent that same benefits the real property owned by Seller described on Exhibit “B” attached hereto (the “Adjacent Land”).

2. CONTRACT SALES PRICE AND EARNEST MONEY:

   a) CONTRACT SALES PRICE: The total purchase price for the Property (the “Sales Price”) shall be ONE MILLION FOUR HUNDRED

9 Acres in Celina
FIFTY THOUSAND AND NO/100 DOLLARS ($1,450,000.00), payable in cash at Closing. Payment in cash shall mean by cashier’s check, certified funds drawn on a national banking association or by wire transfer of immediately available federal funds (the foregoing types of funds are hereinafter referred to as “Immediately Available Funds”).

b) EARNEST MONEY: Within one (1) business day following the Effective Date, Buyer shall deliver to Chicago Title of Texas, LLC, 14755 Preston Road, Suite 600, Dallas, Texas 75254, Attention: Becky Brusilow, telephone number 972-419-4710; Fax 972-419-4725; Email: rbrusilow@coatsrose.com (the “Title Company”), as escrow agent, Twenty Five Thousand and No/100 Dollars ($25,000.00) as earnest money (together with all interest accrued thereon, the “Earnest Money Deposit”) with $25,000.00 of this Earnest Money Deposit being non-refundable as of April 30, 2017 (subject to Paragraph 3 a), provided this Contract has not sooner been terminated, with such amount applied to the Sales Price at Closing. At or prior to the expiration of the Feasibility Period, Buyer shall deposit with Title Company an additional Twenty-Five Thousand and No/100 Dollars ($25,000.00) as “Additional Earnest Money”. All deposits shall be deemed “Earnest Money Deposit”, shall be applicable to the Sales Price at Closing, and if Buyer does not timely deliver the Earnest Money Deposit as provided in this Section 2, Buyer shall be deemed to have terminated this Contract pursuant to Section 5 and any portion of the Earnest Money Deposit received by the Title Company shall be returned, subject to the terms contained herein, to Buyer and neither party shall have any further rights or obligations hereunder, except for any provisions which survive the termination hereof. The Earnest Money Deposit shall be deposited and held by the Title Company in a federally insured account. In the event the transaction is not closed, the Earnest Money Deposit shall be disbursed in accordance with the provisions of this Contract.

3. CLOSING:

a) The closing of the sale of the Property to Buyer (the “Closing”) shall take place at the Title Company pursuant to an escrow closing on or before October 31, 2017 (the “Closing Date”) provided, however, that Buyer may elect to close at any time upon ten (10) day’s written notice to Seller (subject to prior satisfaction of the Seller Condition, as defined in Section 25 below). Buyer shall have the right to extend the Closing Date for three (3) additional periods of sixty (60) days each by giving written notice to Seller together with the payment of Twenty-Five Thousand ($25,000.00) to Seller for each said 60 day Closing Date extension, which amount shall be non-refundable (except in the event of Seller’s Default hereunder and subject to satisfaction of the Closing Conditions set forth in Section 4 below), with the $25,000 Closing Date extension payment for each of the first two (2) Closing Date extension options being applicable to the Sales Price at Closing with the $25,000 Closing Date extension payment for the third Closing Date extension, if so exercised by Buyer, not being applicable to the Sales Price at Closing. At Closing, if applicable, Seller shall grant Buyer the Utility Easement (defined below). The Utility Easement as used herein shall mean a non-exclusive access and utility easement over Seller’s adjacent property in a
location reasonably acceptable to Seller and Buyer, (and subject to approval of the City of Celina), and in a form mutually agreed to between Seller and Buyer within the Feasibility Period. The Utility Easement shall provide that Buyer will be responsible for constructing and maintaining the improvements within the Utility Easement at Buyer’s expense. If the parties cannot agree to the location and form of the Utility Easement prior to the expiration of the Feasibility Period, either party may terminate this Agreement provided it is terminated in writing delivered before the expiration of the Feasibility Period. If Seller timely terminates the Agreement under this Paragraph 3 a), Buyer shall receive a return of all of its Earnest Money.

b) At the Closing, Seller shall deliver to Buyer, at Seller’s sole cost and expense, the following:

(1) duly executed and acknowledged Special Warranty Deed (the “Deed”) the form of which is set out in Exhibit “C” attached hereto and made a part hereof, conveying good and indefeasible title in fee simple to the Land and Improvements, free and clear of any and all liens, encumbrances, easements and assessments, except for Permitted Exceptions (hereinafter defined) and any others approved by Buyer during the Feasibility Period in writing;

(2) a bill of sale, without representation or warranty, as to the Personal Property (the “Bill of Sale”) in a form mutually acceptable to Seller and Buyer;

(3) the Escrow Agreement (as defined in Section 3(f) below);

(4) if applicable as required by Section 26 hereof, an Assignment and Assumption of Lease (the “Lease Assignment”), in form mutually acceptable to Seller and Buyer, pursuant to which Seller assigns to Buyer the Lease (as defined in Section 13(a) hereof) and Buyer assumes the obligations thereunder;

(5) evidence of Seller’s capacity and authority for the closing of the transaction contemplated herein, including evidence of authority of the person or persons executing such documents on behalf of Seller;

(6) possession of the Real Property, subject only to the Permitted Exceptions and the standard exceptions in the Owner's Title Policy;

(7) a duly executed non-foreign affidavit as permitted by Section 1445 of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder; and

(8) such other documents (including a closing statement) as may be reasonably required to close this transaction, duly executed.
c) At the Closing, Buyer shall perform and deliver, at Buyer’s sole cost and expense, the following:

1) the Sales Price in Immediately Available Funds (reduced by the amount, if any, of the Earnest Money Deposit applied for that purpose);

2) the Escrow Agreement;

3) if applicable as required by Section 26 hereof, the Lease Assignment;

4) the Bill of Sale:

5) evidence of its capacity and authority for the closing of the transaction contemplated herein; and

6) such other documents (including a closing statement) as may be reasonably required to close this transaction.

d) Seller shall pay: Seller’s attorneys’ fees, recording fees for the Deed; costs to obtain any estoppel certificates from applicable owner’s associations (if any), and other expenses typically paid by the Seller in commercial transactions of this type in Collin County, Texas, including one-half of any escrow fees. Buyer shall pay: costs of the Survey (as defined in Section 6(a)) below; the premium for the Owner's Title Policy and the costs of any endorsements to, or extended coverage on, the Owner’s Title Policy including, without limitation, the cost to modify the survey exception in the Owner’s Title Policy, if requested by Buyer; Buyer’s attorneys’ fees; recording fees, sales or use taxes, recording costs for any financing documentation Buyer may obtain from a third party, and other expenses stipulated to be paid by Buyer under other provisions of this Contract and/or typically paid by the Buyer in commercial transactions of this type in Collin County, Texas, including one-half of any escrow fees. All other costs and expenses associated with the transaction contemplated hereby shall be allocated in accordance with customary practices in Collin County, Texas.

e) Assessments and current taxes shall be prorated as of the Closing Date. If ad valorem taxes for the year in which the sale is closed are not available on the Closing Date, a preliminary proration of taxes shall be made on the basis of taxes assessed in the previous year, and such tax proration shall be adjusted upon issuance of the final tax bill for the year in which the Closing Date occurs. The foregoing agreement to adjust such tax proration shall survive the Closing. In making the prorations required by this Section 3, the economic burdens and benefits of ownership of the Real Property for the Closing Date shall be allocated to Buyer.

f) If Seller changes the use of the Real Property before Closing or if a denial of a special valuation on the Real Property claimed by Seller results in the
assessment of additional taxes, penalties, or interest (assessments) for periods before Closing, the assessments will be the obligation of Seller. If this sale or Buyer’s use of the Real Property after Closing results in additional assessments for periods before Closing, the assessments will be the obligation of Buyer and Buyer shall escrow with Title Company, at Closing, the estimated amount of such rollback taxes pursuant to an escrow agreement reasonably acceptable to Seller, Buyer and Title Company (the “Escrow Agreement”). This paragraph survives closing.

g) Rents under the Lease (defined in Section 13(a) below) and common area maintenance charges and assessments and other customarily prorated expenses to the extent paid for by Seller or required to be paid for by Seller for a period after Closing, shall be prorated as of the Closing Date. Other expenses relating to the Property up to the Closing Date and all periods prior thereto including those required by any contract or agreement for any services to the Property and those incurred or ordered by Seller which are not to be transferred and assumed by Buyer, including but not limited to insurance and administrative expenses, shall be paid for by Seller, and Buyer shall not be liable therefor. Seller shall not assign to Buyer, and Buyer shall not be entitled to, any deposits held by any utility company or other company servicing the Property; but rather such deposits shall be returned to Seller and Buyer shall arrange and bear all responsibility to arrange with all utility companies to have accounts styled in Buyer’s name beginning on the Closing Date. The provisions of this Section 3(g) shall survive the Closing.

4. CLOSING CONDITIONS: Seller and Buyer acknowledge and agree that the obligation of Buyer to consummate the transaction contemplated hereby is also subject to the satisfaction of the following conditions (the “Closing Conditions”):

a) All the representations and warranties of Seller set forth in this Contract shall be true and correct, in all material respects, as of the date hereof and on the Closing Date.

b) At Closing, the Title Company be ready, willing and able to issue to Buyer, at Buyer's expense, an Owner’s Policy of Title Insurance (the “Owner’s Title Policy”) to be issued by the Title Company in the full amount of the Sales Price, dated as of the Closing Date, insuring Buyer’s fee simple title to the Land and in regard to Schedule B of such policy reflecting the Property’s condition of title as subject only to the Permitted Exceptions and the standard exceptions promulgated under Texas law and otherwise containing no exceptions or limitations for matters set forth on Schedule C of the Commitment. Seller will reasonably cooperate with Buyer, at no cost or additional obligation to Seller or to Seller’s adjacent real property, to the extent of closing conditions imposed by Buyer’s lender, including a loan to be insured by the United States Department of Housing and Urban Development (if applicable to this transaction).

If any of the Closing Conditions are not satisfied by Closing, Buyer shall have the right, as its sole and exclusive remedy, to terminate this Contract upon delivering written notice to Seller, in which event the Earnest Money Deposit, less both the Independent Contract
Consideration and the non-refundable portion retained by Seller, shall be returned to Buyer and all further obligations of the parties hereunder shall terminate, except those that expressly survive termination hereof.

5. **FEASIBILITY PERIOD:**

   a) Buyer, at Buyer’s expense, shall conduct such engineering studies of the Property, physical inspections of the Property and studies including structural engineering, economic feasibility and related matters that Buyer deems necessary, including studies and inspections to determine the existence of any environmental hazards or conditions (collectively, the “Feasibility Study”) during the period (the “Feasibility Period”) commencing on the Effective Date of this Contract and ending at 5:00 p.m., Celina, Texas time on August 31, 2017 for Buyer’s intended development of the Property which is construction of multifamily housing (the Project). Buyer or its designated agents may enter upon the Property during normal business hours (8 a.m. to 6 p.m., Monday through Friday) during the Feasibility Period, for purposes of analysis or other tests and inspections which may be deemed necessary by Buyer for the Feasibility Study. Buyer shall indemnify, defend, and hold harmless Seller from and against any and all claims, costs, liabilities, losses, expenses and liens incurred by Seller in connection with any property damage, personal injury claims or liens arising out of such inspections and testing by Buyer and/or its agents and contractors on the Property, except for (i) any such losses to the extent caused by the negligence or misconduct of Seller, and (ii) any diminution in value of the Property as a result of any findings of Buyer during its Feasibility Study. Buyer shall not conduct any physically destructive or invasive studies or tests to the Property (“Physical Testing”) without Seller’s prior written consent, which consent will not be unreasonably withheld. Buyer shall, at its sole cost and expense, comply with all applicable Federal, state and local laws, statutes, rules, regulations, ordinances or policies in connection with any investigation or inspection conducted by Buyer or its agents, representatives or contractors respecting the Property, including but not limited to, any Physical Testing. Buyer shall promptly provide to Seller a copy of any and all information, materials and data that Buyer and/or its agents or representatives discover, obtain or generate in connection with or resulting from its inspections or investigations, including Physical Testing, conducted pursuant to this Section 5.

   b) If Buyer determines for any reason whatsoever, in its sole discretion, at any time prior to the expiration of the Feasibility Period that the Property is not satisfactory to Buyer, then Buyer may terminate this Contract by written notice to Seller within the Feasibility Period given in accordance with Section 18(a) hereof, in which event the refundable portion of the Earnest Money Deposit, if any, shall be returned to Buyer by the Title Company, and thereafter neither party shall have any rights or liabilities hereunder, except for such matters contained herein that expressly survive the termination of this Contract. If Buyer does not indicate its disapproval of the Property by written notice given to Seller within the Feasibility Period, the conditions of this Section 5 shall be deemed to have been satisfied, and Buyer may not thereafter terminate this Contract pursuant
to this Section 5, except by reason of Seller’s default and subject to meeting all of the Closing Conditions set forth above.

c) The Feasibility Study conducted by Buyer shall be at Buyer’s expense. Buyer shall promptly restore the Property to its condition prior to Buyer’s entry thereon if damaged or changed due to the tests and inspections performed by Buyer and/or its agents or contractors, free of any mechanic’s or materialman’s liens or other encumbrances arising out of any of the inspections or tests.

d) If Buyer does not elect to terminate this Contract during the Feasibility Period, the entire Earnest Money Deposit shall be non-refundable to Buyer except by reason of Seller’s default; provided, if Buyer terminates this Contract pursuant to the express provisions of Section 11 following a default by Seller described in Section 11 or if this Contract is terminated pursuant to Section 4 or Section 15 hereof, Title Company shall promptly refund the Earnest Money Deposit less the non-refundable portion to Buyer.

The provisions of this Section 5 shall not be limited in any way by any other terms of this Contract and shall expressly survive the Closing or any termination of this Contract.

6. TITLE AND SURVEY APPROVAL:

a) Buyer shall receive from Title Company (and provide to Seller) within fifteen (15) days after the Effective Date of this Contract a Commitment for Title Insurance from the Title Company with legible copies of all recorded instruments affecting the Property and recited as exceptions in said Commitment for Title Insurance (the “Commitment”). Within ten (10) days after the Effective Date hereof, Seller shall provide to Buyer a copy of an existing survey of the Property and Buyer shall furnish to Seller, at Buyer’s expense, on or prior to January 31, 2017, a current, on the ground survey (the “Survey”). The Survey shall be prepared by a Texas licensed engineer or surveyor acceptable to Buyer, which shall: (1) include a legal description of the Property by metes and bounds (which shall include a reference to the recorded plat, if any), and a computation of the area comprising the Property in both acres (to the nearest one-thousandth of said measurement) and gross square feet; (2) accurately show the location on the Property of any improvements, building and set-back lines, fences, evidence of alleys, streets including the full width of any intersections within 50 feet, roads, rights-of-way, easements, abandoned fences, ponds, creeks, streams, rivers, officially designated 500-year and 100-year flood plains and flood prone areas, canals, ditches, easements, roads, rights-of-way and encroachments; and (3) contain a certificate in a form reasonably acceptable to Buyer verifying to, among other parties, the Buyer and the Title Company that the Survey was made on the ground, that the Survey is correct, there are no visible discrepancies, conflicts, encroachments on adjoining premises, overlapping of improvements, violation of building or setback lines, fences, evidence of abandoned fences, ponds, creeks, streams, rivers, officially designated 500-year flood plains or flood prone areas,
100 year flood plain, canals, ditches, easements, roads or rights-of-way (except as are clearly shown and described on the survey plat), and that the computation of the area of the Property shown is correct, and otherwise comply with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1A, Condition II survey. Any and all recorded matters shown on said Survey shall be legibly identified by appropriate volume and page recording references and the Survey shall show the location of all adjoining streets.

b) Buyer shall have until ten (10) business days following its receipt of the last of the Commitment, documents affecting title, and the Survey (the “Title Review Period”) to examine the Commitment and Survey and exception documents described in the Commitment and to specify to Seller in writing those items to which Buyer will accept title to the Property and those matters which Buyer finds objectionable (“Exceptions”). If Buyer does not deliver to Seller on or before the expiration of the Title Review Period a written notice specifying the Exceptions, then all of the items reflected on the Commitment and the Survey shall be considered to be Permitted Exceptions. If Buyer objects to any Exceptions on or before the expiration of the Title Review Period, Seller may, but shall have no obligation to, cure or remove any or all of the Exceptions, except as otherwise expressly provided herein. If Seller fails to cause the Exceptions to be removed or cured to Buyer’s reasonable satisfaction on or before the Closing Date or if Seller notifies Buyer of its decision not to cure or remove some or all of the Exceptions on or before the Closing Date, Buyer’s sole remedies shall be to:

(1) terminate this Contract by giving Seller written notice thereof, which notice must be given within ten (10) business days after Seller notifies Buyer of its decision not to cure or remove any Exceptions and in which event the entire Earnest Money Deposit less the non-refundable portion shall be immediately delivered by the Title Company to Buyer; or

(2) elect to purchase the Property subject to the Permitted Exceptions and all Exceptions not removed or cured by Seller, in which event the Exceptions not removed or cured shall be deemed to be Permitted Exceptions and the Sales Price shall not be reduced.

Notwithstanding the foregoing, Seller shall remove or cure Non-Permitted Liens (as defined in Section 11 hereof). The phrase “Permitted Exceptions” shall mean those exceptions to title set forth in the Commitment or Survey approved or deemed approved by Buyer. Buyer shall not be obligated to object to any Schedule C Items of the Commitment that are the responsibility of Seller, it being understood that all such items which are the responsibility of Seller must be satisfied by Seller such that they do not appear as a Schedule B exception to the Owner’s Title Policy at Closing.

c) After the effective date of this Contract, Seller shall not place on the Property any lien, encumbrance or other exception other than the Permitted Exceptions. If, (i) as a result of Seller’s actions or inactions, any lien, encumbrance or other matter other than the Permitted Exceptions is placed on the Property after the Effective Date of this Contract and prior to the Closing Date, or
(ii) a title exception is disclosed by the Title Company which was not shown in the Commitment or Survey before the expiration of the Title Review Period such that Buyer had an opportunity to object thereto (except an exception caused due to the acts or omissions of Buyer), then Buyer may following five (5) days written notice to Seller to give Seller an opportunity to cure and if such matter is not cured, then (x) terminate this Contract by written notice to Seller, in which event the refundable portion of the Earnest Money Deposit, if any, shall be refunded to Buyer, and neither party shall have any further rights or obligations hereunder except for the obligations of the parties which expressly survive the termination of this Contract, or (y) proceed to Closing without any reduction in the Sales Price and, in the case of any matter described in clause (i) of this sentence, require Seller to provide evidence, as approved by Title Company, of the removal of the lien, encumbrance or other matter from the Title Policy, or to otherwise cure or remove the lien, encumbrance or other matter. In this regard Buyer shall cause the Title Company to issue to Buyer, on or before October 15, 2017, an updated Commitment reflecting condition of title of the Property as of a date not earlier than October 1, 2017. Notwithstanding anything to the contrary contained herein, Buyer's failure to elect to terminate this Contract on or prior to the expiration of the Feasibility Period shall be deemed to constitute Buyer's waiver of any unacceptable exceptions or conditions reflected by the latest version of the Title Commitment and Survey, (other than the required amendment or release of the ECR Agreement, as hereinafter defined) all of which shall be deemed to constitute additional “Permitted Exceptions”.

d) If the Property is part of a larger parcel of real property from which the Property is being divided, then Seller shall grant to Buyer, at Closing, certain utility easements to the extent required pursuant to Section 3(a) above.

7. INTENTIONALLY DELETED.

8. PROPERTY INFORMATION: Seller agrees that to the extent Seller has any of the items set forth on Schedule 1 attached hereto (collectively “Property Information”), true, correct and complete copies of such Property Information shall be provided to Buyer no later than ten (10) business days following the Effective Date of this Contract. Notwithstanding anything to the contrary contained herein, any materials, reports, studies or other items furnished by Seller or on Seller’s behalf, whether or not required by the terms of this Contract (including but not limited to the Survey, Title Commitment and Property Information) are provided without representation or warranty, express or implied, by Seller as to the truth, accuracy and completeness thereof, and any reliance thereon by the Buyer shall be at Buyer’s own risk, without any recourse against Seller and subject to Buyer’s independent examination.

9. Intentionally Deleted.

10. LIMITATION OF SELLER’S REPRESENTATIONS AND WARRANTIES: BUYER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, SELLER HAS NOT MADE, AND SELLER HEREBY SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, OR CONCERNING (i) THE NATURE AND CONDITION OF THE PROPERTY, INCLUDING, WITHOUT
LIMITATION, THE WATER, SOIL AND GEOLOGY, AND THE SUITABILITY THEREOF AND OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY ELECT TO CONDUCT THEREON; (ii) EXCEPT FOR ANY REPRESENTATION AND WARRANTY CONTAINED IN THIS CONTRACT, THE WARRANTY OF TITLE CONTAINED IN THE DEED AND, IF APPLICABLE, BILL OF SALE, TO BE DELIVERED BY SELLER PURSUANT HERETO, THE EXISTENCE, NATURE AND EXTENT OF ANY RIGHT-OF-WAY, LEASE, RIGHT TO POSSESSION OR USE, LIEN, ENCUMBRANCE, LICENSE, RESERVATION, CONDITION OR OTHER MATTER AFFECTING TITLE TO THE PROPERTY; AND (iii) THE COMPLIANCE OF THE PROPERTY OR ITS OPERATION WITH ANY LAWS, ORDINANCES, ORDERS, RULES OR REGULATIONS OF ANY GOVERNMENTAL OR OTHER BODY. BUYER AGREES TO ACCEPT THE PROPERTY AND ACKNOWLEDGES THAT THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE BY SELLER ON AN “AS IS, WHERE IS AND WITH ALL FAULTS” BASIS, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN. BUYER EXPRESSLY ACKNOWLEDGES THAT, IN CONSIDERATION OF THE AGREEMENTS OF SELLER HEREIN, EXCEPT AS OTHERWISE SPECIFIED HEREIN, SELLER MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY, TENANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, WITH RESPECT TO THE PROPERTY.

11. DEFAULT:

   a) Unless otherwise provided for herein, if the transaction contemplated hereby is not consummated by reason of Buyer’s breach or other failure to timely perform all obligations and conditions to be performed by Buyer (after the expiration of the Feasibility Period and so long as this Contract has not been properly terminated by Buyer as permitted hereunder), Seller may, as Seller’s sole and exclusive remedy, terminate this Contract and receive the Earnest Money Deposit previously delivered by Buyer to the Title Company as liquidated damages; Buyer and Seller hereby agree that actual damages would be difficult or impossible to ascertain and such amount is a reasonable estimate of the damages for such breach or failure. The limitation of damages set forth herein shall not apply to any indemnities, covenants or obligations of Buyer which expressly survive either the termination of this Contract or Closing, for which Seller shall be entitled to all rights and remedies available at law or in equity.

   b) Unless otherwise provided for herein, if the transaction contemplated hereby is not consummated by reason of Seller’s breach or other failure to timely perform all obligations and conditions to be performed by Seller, Buyer may either (i) enforce specific performance of Seller’s obligations hereunder, or (ii) terminate this Contract and receive the Earnest Money Deposit less the non-refundable portion, or, (iii) if the remedy of specific performance is unavailable by reason of Seller’s actions, then Buyer may sue for its actual damages, including the loss of any Tax Credits allocated to Buyer. If Buyer enforces specific performance of this Contract by Seller, Buyer shall accept whatever title Seller has to the Property, if any, subject to all liens, encumbrances and other matters affecting title to the Property as reflected in the Commitment,
Survey or as otherwise disclosed in writing to Buyer and Seller prior to the Closing (all of which shall be deemed Permitted Exceptions) except for (i) liens, encumbrances and other matters placed by Seller on the Property or suffered by Seller to come into existence after the Effective Date without Buyer’s written consent, but excluding any such liens, encumbrances and other matters created due to the acts or omissions of Buyer or its agents or contractors, for which Buyer shall be responsible, (ii) any liens granted by Seller under a deed of trust or other security instrument securing indebtedness of Seller or any mechanics’ or materialman’s liens or other liens for labor or materials or mowing or like assessments, or (iii) unpaid taxes and special assessments for any years prior to the year of Closing during which Seller has had title to the Property (the matters described in items (i), (ii), and (iii) are referred to herein as “Non-Permitted Liens”), with no reduction in the Sales Price, and in no event shall Seller be obligated to cure or remove or bond against any title defects, liens, encumbrances or other matters affecting title, other than Non-Permitted Liens. Buyer hereby waives and releases to the greatest extent allowed by law all other claims, causes of action or remedies against Seller arising under or in connection with this Contract, including, without limitation, all claims, rights and benefits under the Texas Deceptive Trade Practices - Consumer Protection Act, art. 17.41 et seq., Tex. Bus. and Com. Code, and this waiver and release shall survive Closing or any termination of this Contract; provided, the foregoing waiver and release is not intended to limit or modify any of the representations and warranties made by Seller in this Contract or the warranties of title to be made in the Deed or other documents to be executed by Seller at Closing. Nothing contained herein shall be deemed to limit the obligations of Seller or the remedies of Buyer available at law or in equity with respect to a breach or a default by Seller of any obligation hereunder to the extent this Contract specifically provides that such obligation shall survive Closing or the earlier termination of this Contract. Any suit by Buyer to enforce specific performance under this Contract must be filed on or before sixty (60) days after the Closing Date or Buyer’s right to enforce specific performance under this Contract shall be forever waived.

12. **ATTORNEYS’ FEES:** Any party to this Contract who is the prevailing party in any legal proceeding against the other party brought under or with respect to this Contract or transaction shall be additionally entitled to recover court costs and reasonable attorneys’ fees from the non-prevailing party.

13. **REPRESENTATIONS AND WARRANTIES OF SELLER:** Seller hereby represents and warrants to Buyer, as of the Effective Date of this Contract, and will, subject to the terms and conditions set out below, reaffirm such representations and warranties as of the Closing Date:

a) There are no parties in possession of any portion of the Real Property except for the tenant of a portion of the Real Property pursuant to that certain Residential Lease (as amended, the “Lease”) dated March 7, 2016, between Seller and David Crim, Jr. and Sarah Palmer (collectively, the “Tenant”) as amended by an Amendment to Lease dated July __, 2016 between Seller and Tenant;
b) Seller has paid all taxes, charges, debts, and other assessments currently due by the Seller with respect to the Real Property;

c) Seller has not filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by its creditors, suffered the appointment of a receiver to take possession of substantially all of its assets, or suffered the attachment or other judicial seizure of substantially all of its assets; and

d) Seller has not received any written notice of and has no actual knowledge of: (i) any pending or threatened litigation or governmental proceeding which would affect the Real Property or any pending or threatened litigation or other proceeding by any owners’ association; or (ii) any violation or alleged violation of any governmental requirement or breach or alleged breach of any covenant, condition or restriction in regard to the Real Property.

e) To the current, actual knowledge of Seller, there are no unpaid charges or assessments for public improvements which have been made against the Real Property (including without limitation streets, drainage improvements and utility lines or facilities) or the Seller, and (ii) Seller has made no commitments to any governmental or municipal authority, utility company, school board, church, or other religious body, or other organizational group or individual, which would impose any obligation upon the Buyer to make any contribution, pay any special fees or incur any expense or obligation, or make any dedication of money or land in order to develop or operate the Real Property and Seller has received no request (written or otherwise) from any such authority or other person or entity with regard to the dedication of any of the Real Property or the payment of any money.

f) Seller has good and indefeasible fee simple title to the Real Property. There are no parties other than Seller who own or hold fee title by, through or under Seller to any portion of the Real Property in undivided interests or otherwise, and no person or entity other than Buyer has any right to acquire from Seller any fee interest in any portion of the Real Property.

g) Except for the Lease with Tenant, there are no outstanding written or oral leases in any way affecting the Real Property, and no person or entity has any right with respect to all or any portion of the property (whether by option to purchase, right of first refusal, contract, or otherwise) that would prevent or interfere with Buyer taking title to, and exclusive possession of, all of the Real Property at Closing.

h) The Lease with Tenant provides for no right or option to renew or extend same without the prior written consent of Seller, and no agreement, written or oral, with respect to granting any rights to Tenant of a right of first refusal, option to purchase, or otherwise grant any equitable or legal rights to the Real Property other than as expressly set out in the Lease and, if not previously terminated, the Lease will be on a month to month basis at the expiration of the Feasibility Period;
i) Seller currently claims an agricultural exemption on a portion of the Real Property.

Seller hereby further represents and warrants to Buyer that Seller has the power and authority to sell and convey the Property as provided in this Contract and to carry out Seller’s obligations hereunder, and that all action necessary to authorize Seller to enter into this Contract and to carry out Seller’s obligations hereunder has been taken.

Seller shall fully disclose to Buyer, immediately upon its occurrence, any change in facts, assumptions or circumstances of which Seller becomes aware prior to the Closing Date that may affect the representations and warranties set forth above.

For the purposes of the representations and warranties contained in this Section 13 wherever the phrase “to Seller’s actual knowledge” or a similar phrase referencing or qualifying a representation by Seller’s knowledge is used, Seller’s knowledge shall be deemed to be limited solely to the current, actual knowledge of Roy Monk, the Seller’s representative with primary responsibility for the Property, without any independent investigation or inquiry having been made.

The continued accuracy of the foregoing representations in all material respects at Closing is a condition to the obligation of Buyer to purchase the Property. However, if, as a result of any change of conditions with respect to any portion of the Property and/or the acquisition by Seller of information not known to Seller at the time of execution of this Contract, Seller is unable to confirm any such representations and warranties as of the Closing Date after due inquiry, Seller shall have the option of revising any such representations and warranties to reflect facts or conditions then existing or known to Seller. If Buyer is unwilling to accept any such modification to Seller's representations and warranties, Buyer, as its sole and exclusive remedy, shall have the right to terminate this Contract, in which event the Earnest Money shall be returned to Buyer by the Title Company and neither party hereto shall have any further obligations hereunder except for such obligations and indemnities which expressly survive the termination of this Contract. If Buyer accepts such revisions (which shall be deemed to have occurred if Buyer does not terminate this Contract), Buyer shall be deemed to have waived any rights or remedies against Seller with respect to the representation in question. To the extent that Buyer has actual knowledge prior to Closing of facts that are contrary to those represented by Seller, prior to the Closing, Buyer shall notify Seller in writing prior to Closing and Seller will revise its representations accordingly. Buyer shall not have the right to bring any action against Seller for breach of a representation or warranty in any circumstance where Buyer had actual knowledge prior to Closing that such representation or warranty was inaccurate if Buyer failed to notify Seller of such fact prior to Closing as aforesaid.

All of the foregoing representations and warranties of Seller shall, subject to the limitations set forth herein, expressly survive the Closing; provided, such representations and warranties (i) shall relate only to conditions and circumstances in existence on the Closing Date; (ii) shall expire one hundred and eighty (180) days after the Closing Date except to the extent, and only to the extent, if any, that Buyer shall have given Seller written notice during such one hundred and eighty (180) day period, which describes in reasonable detail the breach or alleged breach of such representations and warranties by Seller and, if curable, the curative actions requested by Buyer, and which provides Seller with a reasonable period of time, not less than thirty (30) days, in which to resolve such matters to the reasonable satisfaction of Buyer; and (iii)
shall expire and be of no further force and effect two (2) years after the day the cause of action accrues (which the parties agree will be the Closing Date) with respect to any matters timely disclosed in a written notice delivered by Buyer to Seller under subsection (ii) hereof.

Notwithstanding anything to the contrary contained herein, (a) Seller shall have no liability (and Buyer shall make no claim against Seller) for a breach of any representation or warranty or any other obligation of Seller under this Contract or any document executed by Seller in connection with this Contract, unless the valid claims for actual damages incurred due to such breaches collectively aggregate to more than Ten Thousand and No/100 Dollars ($10,000.00), (b) the liability of Seller under this Contract and the documents executed by Seller in connection herewith shall in no event exceed, in the aggregate, the amount of One Hundred Fifty Thousand Dollars ($150,000.00); and (c) in no event shall Seller be liable for any consequential or punitive damages.

14. **COVENANTS OF SELLER:** From the Effective Date of this Contract until Closing, Seller shall (a) not enter into any contract or agreement affecting the Property or any portion thereof without the prior written consent of Buyer, except for contracts or agreements which are terminable on or prior to the Closing Date, (b) not encumber the Property with any liens, security interests or title matters not presently affecting the Property which will not be released as of the Closing Date nor enter into any leases affecting any portion of the Property or the Improvements, (c) not, without the prior written consent of Buyer, permit any modifications or additions to the Property including the removal, cutting, entering into a contract to sell or otherwise dispose of any trees on the Property and (d) (i) keep and maintain the Property in at least as good condition and repair as existed as of the Effective Date of this Contract, and (ii) subject to the prorations described herein, pay all accounts, bills, trade payable and expenses of maintenance of the Property attributable to the period prior to the Closing Date; (e) not perform any grading or excavation, construction, or removal of any Improvement or make any other change or improvement on the Property; or (f) impose any easements, covenants, conditions, or restrictions on the Property or institute or participate in any annexation, zoning, platting, or other governmental action regarding the Property except as provided in Sections 16 or 18(b) of this Contract or otherwise at Buyer’s request.

15. **CONDEMNATION:** Seller shall give prompt written notice to Buyer of Seller’s receipt of any written notice of any pending or threatened condemnation affecting any of the Property. If prior to the Closing Date condemnation proceedings are commenced or threatened in writing against any portion of the Property, then, at Buyer’s option to be exercised on the later of twenty (20) days following receipt of Seller’s notice of such condemnation or on the last day of the Feasibility Period (but in no event after the Closing Date), either (a) this Contract shall terminate (in which event the Earnest Money Deposit less the non-refundable portion shall be returned to Buyer and neither party shall have any further rights or obligations hereunder except for the obligations which expressly survive a termination of this Contract), or (b) this Contract shall not terminate, but at Closing, Seller shall assign to Buyer the condemnation award, if any, previously received by, or subsequently payable to, Seller with respect to the Property, and the Sales Price shall not be reduced.

16. **GOVERNMENTAL APPROVALS:** Buyer may, at its option and expense, prepare and submit prior to Closing all applications for, and seek to obtain approval by the City of Celina, Texas and/or other applicable governmental authorities of all approvals, permits, licenses and agreements required for Buyer’s intended development and use of the property.
(collectively, the “Governmental Approvals”) including appropriate re-zoning if necessary to accommodate multi-family uses, and platting, if necessary; provided, in no event shall any such Governmental Approvals be final until closing and funding of the acquisition by Buyer. Buyer shall be responsible for all engineering, legal, zoning and other professional fees in connection with the preparation, submission and approval of the Governmental Approvals, any application fees, impact fees, drainage fees, development fees and all other fees charged by applicable governmental authority, and for all bonding of any on or off-site improvements, including sidewalks, required by applicable governmental authority in connection with the Governmental Approvals. Seller shall cooperate with Buyer, at no out of pocket cost to Seller, in connection with the application and approval of the Governmental Approvals, including, without limitation, the timely execution and delivery of the applications, documents and instruments required by the City of Celina, Texas and other applicable governmental authority, provided that Seller shall not be obligated to incur any expense in connection therewith.

17. REPRESENTATIONS, WARRANTIES AND COVENANTS OF BUYER: Buyer represents and warrants to Seller, which representations and warranties shall be deemed made by Buyer to Seller as of the Effective Date of this Contract and also as of the Closing Date, that Buyer has the full right, power and authority to purchase the Property as provided in this Contract and to carry out Buyer’s obligations hereunder, and that all requisite action necessary to authorize Buyer to enter into this Contract and to carry out Buyer’s obligations hereunder has been taken. In the event Seller alleges a breach of the representations and warranties of Buyer, Seller shall provide written notice to Buyer and if curable, Buyer shall have thirty (30) days thereafter within which to cure such alleged breach.

Notwithstanding anything herein to the contrary, any breach remaining uncured by Buyer, after written notice and opportunity to cure of any of the foregoing representations or warranties shall constitute a default by Buyer hereunder, and Seller may thereupon, at its option, terminate this Contract by giving written notice thereof, in which event the Earnest Money Deposit shall be paid to Seller as liquidated damages, and neither Buyer nor Seller shall have any further rights or liabilities hereunder, except as otherwise provided herein.

18. MISCELLANEOUS:

a) Except as otherwise provided herein, any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed received (i) when personally delivered, (ii) two (2) business days after sent by United States mail, postage prepaid, registered or certified mail, return receipt requested, and properly addressed, (iii) the next business day after deposited with a nationally recognized overnight courier service, charges prepaid, and properly addressed or (iv) when sent by facsimile transmission including e-mail, with receipt of machine generated confirmation. For purposes of this Subsection, the addresses of each party shall be that set forth below the signature of such party hereto with a copy to the other addressees set forth below the signature of such party. Either party may change its address for notice from time to time by delivery of at least ten (10) days prior written notice of such change to the other party hereto in the manner prescribed herein.

b) Buyer shall have the right to file prior to Closing, at Buyer’s expense, any and all plans required in order to obtain a building permit, and any
rezoning (to the extent necessary for multi-family use) or replatting (or the vacation of any existing subdivision or consolidation plat) or any other application to obtain any approval or permit from any and all governmental authorities having jurisdiction over the Property which Buyer deems appropriate in connection with the Project; provided, in no event shall any such Governmental Approvals be final until closing and funding of the acquisition by Buyer. Seller agrees to join in the execution of any application required in order to obtain such permit or approval (or file such application individually if the relevant governmental authority shall so require) at no out-of-pocket cost or obligation to Seller. Seller further agrees to cooperate with Buyer, at no out-of-pocket cost or obligation to Seller, in all reasonable respects, including without limitation, meeting with, and providing information to, public and private utilities and governmental and quasi-governmental entities and otherwise working to obtain the agreements, assurances, approvals and permits required by Buyer.

c) This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Collin County, Texas.

d) This Contract shall be binding upon and inure to the benefit of the parties hereto, their heirs, legal representatives, successors and permitted assigns.

e) In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. Furthermore, in lieu of any such invalid, illegal or unenforceable provision, there shall be automatically added to this Contract a provision as similar to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

f) This Contract constitutes the sole and only agreement of the parties hereto with respect to the subject matter hereof and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter hereof and cannot be changed except by their written consent.

g) Time is of the essence with this Contract.

h) Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

i) The parties may execute this Contract in one or more identical counterparts, all of which when taken together will constitute one and the same instrument.

j) The parties hereto acknowledge that the parties and their respective counsel have each reviewed and revised this Contract, and that the normal rule of construction to the effect that any ambiguities are to be resolved against the
k) Whenever any determination is to be made or action to be taken on a date specified in this Contract, if such date shall fall upon a Saturday, Sunday or holiday observed by federal savings banks in the State of Texas, the date for such determination or action shall be extended to the first business day immediately thereafter. The term “business day” shall refer to a day which is not a Saturday, Sunday, or holiday observed by federal savings banks in the State of Texas.

l) If the Property is situated within a utility district or flood control district subject to the provisions of §49.452 of the Texas Water Code, then Seller shall give to Buyer the required written notice and Buyer agrees to acknowledge receipt of the notice in writing. The notice must set forth the current tax rate, the current bonded indebtedness and the authorized indebtedness of the district, and must comply with all other applicable requirements of the Texas Water Code.

m) Neither this Contract nor a memorandum of this Contract shall be recorded.

n) On or before March 1, 2017, Buyer agrees to file an application with the Texas Department of Housing and Community Affairs for approval of Buyer’s contemplated project for eligibility in the Housing Tax Credit Program so that tax credits will be available to investors in the project pursuant to Section 42 of the Internal Revenue Code. Buyer further agrees to exercise commercially reasonable efforts and diligence to satisfy the requirements of TDHCA for eligibility in the Program. Upon request of Seller from time to time, Buyer shall provide reasonable evidence of Buyer’s compliance with the provisions hereof.

o) If a transportation pipeline, including a pipeline for the transportation of natural gas, natural gas liquids, synthetic gas, liquefied petroleum gas, petroleum or a petroleum product or hazardous substance, is located on or within the Property, Seller shall give Buyer statutory notice regarding such pipeline(s) as required by Section 5.010 of the Texas Property Code.

ASSIGNMENT: Buyer may assign this Contract without Seller’s prior written consent only to an affiliate of Buyer, which for purposes hereof shall mean an individual, corporation, partnership, joint venture, limited liability company, trust, estate, association, cooperative or other organization or entity of any nature whatsoever that directly, or indirectly through one or more intermediaries, has control of, is controlled by, or is under common control in a limited partnership of which the Buyer or an affiliate of Buyer is a principal general partner or special limited partner. All entities that share a Principal are Affiliates.

NONREFUNDABLE CONSIDERATION: Contemporaneously with the execution and delivery of this Contract, Buyer has delivered to Seller and Seller hereby acknowledges the receipt of a check in the amount of Fifty Dollars ($50.00) (the “Independent Contract Consideration”), which amount the parties bargained for and agreed to as consideration for Buyer’s exclusive right to inspect and purchase the Property pursuant to this Contract and for
Seller’s execution, delivery and performance of this Contract. The Independent Contract Consideration is in addition to and independent of any other consideration or payment provided in this Contract, is nonrefundable, and it is fully earned and shall be retained by Seller notwithstanding any other provision of this Contract.

21. INTENTIONALLY DELETED.

22. INTENTIONALLY DELETED.

23. BROKER: Buyer and Seller represent and warrant to each other that no real estate commissions, finders’ fees, or brokers’ fees have been or will be incurred in connection with the sale of the Property by Seller to Buyer. Buyer and Seller shall indemnify, defend and hold each other harmless from any claim, liability, obligation, cost or expense (including reasonable attorneys’ fees and expenses) for fees or commissions relating to Buyer’s purchase of the Property asserted against either party by any broker or other person claiming by, through or under the indemnifying party or whose claim is based on the indemnifying party’s acts. The provision of this Section 23 shall survive the Closing or any termination of this Contract.

24. CONTRACT AS OFFER: The execution of the Contract by the first party constitutes an offer to buy or sell the Property. Unless the other party accepts the offer by 5:00 PM in the time zone in which the Property is located on or before December 30, 2016, the offer will lapse and become null and void.

25. SELLER CONDITION: Seller and Buyer each acknowledge that the Property is currently subject to that certain Easements with Covenants and Restrictions Affecting Land ("ECR Agreement") dated effective September 28, 2004, between Brookshire Grocery Company ("Brookshire") and Underwood Financial, Ltd. ("Underwood") and recorded in the Collin County real property records, which ECR Agreement restricts the Property to commercial and retail uses and does not allow for multi-family use ("Desired Use") as proposed by Buyer. Seller and Buyer will cooperate with one another to obtain the amendment or release of the ECR Agreement with respect to the Property prior to the expiration of the Feasibility Period such that it will not restrict or prohibit the Desired Use. Accordingly, notwithstanding anything to the contrary contained herein, the obligations of Seller and Buyer under this Contract are contingent upon execution by Brookshire of an amendment or release of the ECR Agreement with respect to the Property such that the amendment or release will not restrict or prohibit the Desired Use on the Property, and will not subject the Property to common area maintenance or other owner’s association assessments. In the event that Seller is unable to obtain an amendment to, or release of, the ECR Agreement that does not restrict or prohibit the Desired Use on the Property, either Seller or Buyer may terminate this Contract by written notice to the other in which case the Earnest Money Deposit shall be returned to Buyer and the parties shall have no further obligations to one another, except for the obligations that survive termination hereon.

26. LEASE: After expiration of the Feasibility Period Seller may not amend or modify the Lease without Buyer’s prior written consent, in Buyer’s reasonable discretion; provided however in no event shall Seller grant any option to purchase or right of first refusal to Tenant, nor shall Seller alter the term of the lease (i.e. the Lease will be month to month at the expiration of the Feasibility Period). After the expiration of the Feasibility Period, Buyer may provide Seller written notice of the projected Closing Date and request Seller to terminate the Lease (if not previously terminated) prior to such Closing Date. To the extent such Lease is not
terminable before Closing by reason of the timing of the notice to tenant, Seller agrees to issue such termination notice and assign any interest in the Lease to Buyer at Closing.

27. **Development, Restriction and Maintenance Agreement.** At Closing, the Property will be subject to a Development, Restriction and Maintenance Agreement ("Development Agreement") that include the following provisions, among others:

a) A provision prohibiting the construction of any improvements upon the Property (and material modifications to the exterior of the improvements) without Seller's prior written approval of all plans (including, but not limited to, the site plan, parking lot plan, dumpster location and landscaping plan), architectural design and plan (including, but not limited to, color and type of materials, elevations, building configuration and orientation) and signs. The provisions hereof shall be binding upon and inure to the benefit of Seller, Buyer and their respective successors and assigns;

b) A provision requiring that Buyer maintain the Property in a good, clean manner in accordance with all applicable laws;

c) A provision stating that no portion of the Property shall be occupied or used, directly or indirectly, for:

   (1) Any retail or commercial use typically found in a shopping center;

   (2) Any use which creates a fire, explosion or other hazard (including, without limitation, the display or sale of explosives or fireworks), or constitutes a public or private nuisance;

   (3) Any warehouse or any assembling, manufacturing, factory, distilling, refining, smelting, agricultural or mining operation or facility or any drilling for and/or removal of subsurface substances;

   (4) Any mobile home park, trailer court, labor camp, junkyard, stockyard (except that this provision shall not prohibit the temporary use of construction trailers during periods of construction, reconstruction or maintenance) or animal basin;

   (5) Any dumping, disposing, incinerating or reducing of garbage (exclusive of garbage compactors or dumpsters located in areas not generally accessible to the public, or near the rear of any building);

   (6) Any close-out, damaged goods, auction house, fire sale, bankruptcy sale (unless pursuant to a court order) or auction house operation;
(7) Any automobile, truck, trailer or recreational vehicles sales, leasing, display, repair or car wash;

(8) Any veterinary hospital whose primary business is for the boarding of animals or animal raising facility (provided, however, no animals may be boarded or kept outside an enclosed building area);

(9) Any bowling alley, amusement or game room, amusement park, carnival, game parlor, skating rink, billiard room, hall or parlor, pool hall, gun range, off-track betting establishment, massage parlor, adult bookstore, peep show store, head shop store or any other similar store or club (which are defined as stores or clubs with any inventory including nude photos, sexual devices, magazines, videos, tapes or objects depicting genitalia and other similar items, including, without limitation, items not available for sale, rental or display to children under 15 years old because such items deal explicitly with, or depict human sexuality; and no individuals, whether male or female, shall be employed in a capacity in such store or club which includes the displaying of any genitalia, whether topless or bottomless or otherwise); or any business devoted to sale of articles or merchandise normally used or associated with illegal or unlawful activities, including, without limitation, the sale of paraphernalia used in connection with marijuana, cocaine or other controlled drugs or substances;

(10) Any outdoor sports or recreational salon facility; or any processing or rendering plant;

(11) The use, storage, transportation, handling, manufacture or emission of any noxious, toxic, caustic or corrosive fuel or gas or other hazardous substance except in accordance with environmental laws; however, under no circumstances shall polychlorinated biphenyls be used in any oil or fluids of equipment located within the Property;

(12) The emission of microwave, radio wave, or other similar electronic, light or noise radiation at levels which are dangerous to health;

(13) A movie theater; or

(14) A bar, nightclub or other establishment that generates fifty-one percent (51%) or more of its revenue from the sale of alcoholic beverages for on-premises consumption.
Seller and Buyer shall attempt to negotiate the terms of the Development Agreement within the Feasibility Period. In the event that Seller and Buyer are unable to agree to the terms of the Development Agreement within the Feasibility Period, then either Seller or Buyer may terminate this Contract by written notice to the other in which case all of the Earnest Money Deposit shall be returned to Buyer and the parties shall have no further obligations to one another, except for the obligations that survive termination hereof.

[Signature Pages Follow]
IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written.

SELLER:

NEU IRREVOCABLE 2006 TRUST

By: Roy J. Monk, Trustee

17300 Dallas Parkway, Suite 2050
Dallas, Texas 75248
Email address: rmonk@jicmlaw.com
with a copy to:

Geary, Porter & Donovan, P.C.
Attn: Jeffrey W. Harrison, Esq.
16475 Dallas Parkway, Suite 400
Addison, Texas 75001
Email address: jharrison@gpd.com

9 Acres in Celina
BUYER:

Palladium USA International, Inc.

By: ____________________________
Name: Thomas E. Huth
Title: President and CEO

13455 Noel Road
Suite 400
Dallas, Texas 75240
Email address: thuth@palladiumusa.com

with a copy to:

David E. Brusilow, Esq.
Coats Rose P.C.
14755 Preston Road, Suite 600
Dallas, Texas 75254
Email address: brusilow@coatsrose.com
TITLE COMPANY:

Receipt of $25,000.00 Earnest Money Deposit is acknowledged in the form of wire on the 29th day of December, 2016.

Chicago Title of Texas, LLC

By: _______________________
    Rebecca J. Busher
    Escrow Officer

EXHIBITS:

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EXHIBIT “B”

ADJACENT LAND

Being all that certain tract of land situated in the COLLIN COUNTY SCHOOL LAND SURVEY, Abstract Number 167, Collin County, Texas, and being the remainder of a tract of land described in a deed from Patricia Pinkusiewicz to Ippolito Interests, Inc, as recorded in Document Number 2000-135373 Deed Records, Collin County, Texas; and being more particularly described as follows

BEGINNING at a 3/8” iron rod found for the Northwest corner of said Ippolito Interests, Inc. tract and the Southwest corner of a tract of land described in a deed to Old Celina, LTD. LP as recorded in Document Number 2003-247939 Deed Records of said Count, and being in the East Right of Way line of State Highway 289;

Thence North 89 degrees 57 minutes 29 seconds East with the south line of said Old Celina, LTD. LP tract a distance of 531.27 feet to a point;

Thence North 89 degrees 55 minutes 30 seconds East with said South line passing a ¼” iron rod found at 12.54 feet and continuing along said course a total distance of 790.20 feet to a ½” iron rod found for an inner ell corner of said Old Celina, LTD. LP tract;

Thence South 00 degrees 26 minutes 34 seconds West along the West line thereof a distance of 398.09 feet to a 5/8” iron rod found;

Thence South 00 degrees 20 minutes 31 seconds West a distance of 30.64 feet to a Railroad spike found in an intersection of a asphalt road under apparent public use posted as County Road 89 and East Sunset Boulevard being the Southwest corner of said Old Celina, LTD. LP tract;

Thence South 86 degrees 51 minutes 14 seconds West along or near the center of said East Sunset Boulevard a distance of 10.33 feet to a point in said road being the Northeast corner of a tract of land described in a deed to Underwood Financial, LTD as recorded in Document Number 2006-1030001549380 Deed Records of said County;

Thence North 89 degrees 50 minutes 32 seconds West with the North line thereof and along or near the center of said East Sunset Boulevard and a distance of 354.93 feet to a 60-D nail found in said road, being the Northwest corner of said Underwood Financial, LTD tract;

Thence South 00 degrees 24 minutes 31 seconds East with the West line thereof a distance of 737.78 feet to a ½” iron rod found for the southwest corner of said Underwood Financial, LTD. Tract;

Thence North 89 degrees 52 minutes 40 seconds West a distance of 306.80 feet to a 1/2” iron rod found for the Southwest corner of Lot 6, Block A of Celina Town Center, Phase 2 an addition to the City of Celina as recorded in Document Number 2007-393, Plat Records of said County;

Thence North 00 degrees 04 minutes 52 seconds East with the East line thereof a distance of 331.31 feet to a Capped Iron rod found for the Northeast corner of said Lot 6, Block A and being in the South line of Lot 1, Block A of Celina Town Center Addition, Phase 1 an addition to the City of Celina as recorded in Document Number 2008-314, Plat records of said county;

Thence North 89 degrees 59 minutes 48 seconds East with the South line thereof a distance of 141.47 feet to a capped iron rod found for the Southeast corner of said Lot 1, Block A;

Thence North 00 degrees 01 minutes 45 seconds West with the East line thereof a distance of 405.54 feet to a point in or near the center of said East Sunset Boulevard;

Thence South 89 degrees 58 minutes 13 seconds West along or near the center of said East Sunset Boulevard a distance of 956.79 feet to a point in the East Right of Way line of said highway;

Thence North 19 degrees 32 minutes 13 seconds East with the East line thereof a distance of 306.04 feet to a Wood Right of Way Monument found;

Thence North 25 degrees 50 minutes 43 seconds East along with said Right of Way a distance of 100.48 feet to a point;

Thence North 19 degrees 43 minutes 18 seconds East along with said Right of Way a distance of 51.82 feet to the PLACE OF BEGINNING and containing 17.63 acres of land.

Save and except that portion of the 17.63 acre tract to be included as a portion of the Real Property.

9 Acres in Celina
SCHEDULE 1

1. The most current survey of the Property.

2. Copy of environmental report.

3. Prior three (3) years property tax assessments and taxes paid by jurisdiction

4. Residential Lease;
EXHIBIT “C”

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER’S LICENSE NUMBER.

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §

COUNTY OF COLLIN §

NEU IRREVOCABLE 2006 TRUST, (“Grantor”), for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00), and other good and valuable consideration paid by __________________, a Texas _________ (the “Grantee”), the receipt and sufficiency of which are hereby acknowledged and confessed, subject to the exceptions, liens, encumbrances, terms and provisions hereinafter set forth and described, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY, unto Grantee all of that certain parcel of land situated in Collin County, Texas (the “Land”), and being more particularly described in Exhibit “A” attached hereto and incorporated herein by reference for all purposes.

TOGETHER WITH, all and singular, the rights, benefits, privileges, easements, tenements, hereditaments, appurtenances and interests thereon, or in anywise appertaining thereto, any improvements located thereon; (said Land, rights, benefits, privileges, easements, tenements, hereditaments, appurtenances, improvements and interests being hereinafter referred to as the “Property”).

For the same consideration recited above, Grantor hereby BARGAINS, SELLS and TRANSFERS, without warranty, express or implied, all interest, if any, of Grantor in (i) strips or gores, if any, between the Property and abutting or immediately adjacent properties, and (ii) any land lying in or under the bed of any street, alley, road or right-of-way, opened or proposed, abutting or immediately adjacent to the Property.

This conveyance is made subject and subordinate to the encumbrances and exceptions (“Permitted Exceptions”) described in Exhibit “B” attached hereto and incorporated herein by reference for all purposes, but only to the extent they affect or relate to the Property.

TO HAVE AND TO HOLD the Property, subject to the Permitted Exceptions as aforesaid, unto Grantee, and Grantee’s successors and assigns, forever; and Grantor does hereby bind Grantor, and Grantor’s successors and assigns, to WARRANT and FOREVER DEFEND, all and singular, the Property, subject to the Permitted Exceptions, unto Grantee, and Grantee’s successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

Grantee, by its acceptance hereof, does hereby assume and agree to pay any and all ad valorem taxes and special assessments pertaining to the Property for calendar year 201_ and
subsequent years, there having been a proper proration of ad valorem taxes for the current calendar year between Grantor and Grantee.

IT IS UNDERSTOOD AND AGREED THAT GRANTOR IS NOT MAKING ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, THE SALE BEING “AS-IS WHERE IS.”

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]
EXECUTED effective as of the ___ day of __________, 201_.

**GRANTOR:**

**NEU IRREVOCABLE 2006 TRUST**

By: __________________________
    Roy J. Monk, Trustee
Title: __________________________

THE STATE OF TEXAS §
§
COUNTY OF __________ §

This instrument was acknowledged before me on this the _____ day of ________, 201_, by Roy J. Monk, Trustee of the Neu Irrevocable 2006 Trust, as the trustee on behalf of said Trust.

___________________________________
Notary Public in and for the State of ______

___________________________________
Printed Name of Notary Public

My Commission Expires:___

**Grantee’s Address for Tax Notices:**

___________________________________
___________________________________
___________________________________

When recorded, return to:

___________________________________
___________________________________
___________________________________

Attn:

**List of Exhibits:**

Exhibit A   -   Property Description
Exhibit B   -   Permitted Exceptions
Tab 12 – Title Commitment
We (Chicago Title Insurance Company, a Nebraska corporation) will issue our title insurance policy or policies (the Policy) to You (the proposed insured) upon payment of the premium and other charges due, and compliance with the requirements in Schedule C. Our Policy will be in the form approved by the Texas Department of Insurance at the date of issuance, and will insure your interest in the land described in Schedule A. The estimated premium for our Policy and applicable endorsements is shown on Schedule D. There may be additional charges such as recording fees, and expedited delivery expenses.

This Commitment ends ninety (90) days from the effective date, unless the Policy is issued sooner, or failure to issue the Policy is our fault. Our liability and obligations to you are under the express terms of this Commitment and end when this Commitment expires.

**CONDITIONS AND STIPULATIONS**

1. If you have actual knowledge of any matter which may affect the title or mortgage covered by this Commitment that is not shown in Schedule B you must notify us in writing. If you do not notify us in writing, our liability to you is ended or reduced to the extent that your failure to notify us affects our liability. If you do notify us, or we learn of such matter, we may amend Schedule B, but we will not be relieved of liability already incurred.

2. Our liability is only to you, and others who are included in the definition of Insured in the Policy to be issued. Our liability is only for actual loss incurred in your reliance on this Commitment to comply with its requirements, or to acquire the interest in the land. Our liability is limited to the amount shown in Schedule A of this Commitment and will be subject to the following terms of the Policy: Insuring Provisions, Conditions and Stipulations, and Exclusions.
SCHEDULE A

Effective Date: December 14, 2017 at 8:00 AM
Commitment No.: 8000551600104-Commitment for Title Insurance (T-7) - 2014

1. The policy or policies to be issued are:
   a. OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
      (Not applicable for improved one-to-four family residential real estate)
      Policy Amount: $1,450,000.00
      PROPOSED INSURED: Palladium Celina Senior Living, Ltd.
   b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
      ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
      Policy Amount: TBD
      PROPOSED INSURED: Palladium Celina Senior Living, Ltd.
   c. LOAN POLICY OF TITLE INSURANCE (Form T-2)
      Policy Amount: TBD
      PROPOSED INSURED: Palladium Celina Senior Living, Ltd.
   d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)
      Policy Amount: TBD
      PROPOSED INSURED: Palladium Celina Senior Living, Ltd.
   e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)
      Policy Amount: TBD
      PROPOSED INSURED: Palladium Celina Senior Living, Ltd.
   f. OTHER
      Policy Amount: TBD
      PROPOSED INSURED: Palladium Celina Senior Living, Ltd.

2. The interest in the land covered by this Commitment is:
   Fee Simple

3. Record title to the land on the Effective Date appears to be vested in:
   NEU Irrevocable 2006 Trust
SCHEDULE A
(continued)

4. Legal description of land:

SITUATED in the City of Celina, in the Collin County School Land Survey, Abstract No. 167 of Collin County, Texas and being a portion of that certain called 17.63 acre tract of land described as "Tract 1" and all of that certain called 6.01 acre tract described as "Tract 2" in a Special Warranty Deed With Vendor's Lien to NEU Irrevocable 2006 Trust, recorded on January 3, 2011 in Document No. 2011010300002200, Deed Records, Collin County, Texas (D.R.C.T.) and being more particularly described by metes & bounds as follows:

BEGINNING at a 1/2 inch iron rod found for the most southerly southwest corner of the above described 17.63 acre NEU tract and same being the southeast corner of Lot 6, Block A of Celina Town Center Addition, Phase 2, an addition to the City of Celina, according to the plat thereof, recorded in Cabinet 2007, Page 393, Plat Records, Collin County, Texas (P.R.C.C.T.) and said point also being on the north line of that certain called 71.296 acre tract of land described in a deed to Celina Land Investors, Ltd., recorded in Document No. 20150108000025840, D.R.C.T.;

THENCE: North 01 deg. 19 min. 14 sec. West, along the common line of said 17.63 acre NEU tract and Lot 6, Block A, a distance of 331.37 feet to a 1/2 inch iron rod, topped with a plastic cap, stamped "JBI", found for the northeast corner of said Lot 6, Block A and same being on the south line of Lot 1, Block A of Celina Town Center Addition, an addition to the City of Celina, according to the plat thereof, recorded in Cabinet 2008, Page 314, P.R.C.C.T.;

THENCE: North 88 deg. 34 min. 49 sec. East, along the common line of said 17.63 acre NEU tract and Lot 1, Block A, a distance of 141.42 feet to a 1/2 inch iron rod, topped with a plastic cap, stamped "JBI", found for an inside ell corner of said 17.63 acre NEU tract and the southeast corner of said Lot 1, Block A;

THENCE: North 01 deg. 27 min. 20 sec. West, continuing along the common line of said 17.63 acre NEU tract and Lot 1, Block A, at 360.71 feet, passing the northeast corner of said Lot 1, Block A and continuing on for a total distance of 405.59 feet to a PK nail found in the center of E. Sunset Boulevard (a.k.a County Road 91) for an inside ell corner of said 17.63 acre NEU tract and same being on the centerline of a 60' wide easement to Collin County for roadway improvements, recorded in County Clerk's file #96-43651, D.R.C.C.T.;

THENCE: North 88 deg. 39 min. 56 sec. East, over & across said 17.63 acre NEU tract, with the center of said easement and E. Sunset Boulevard, at 159.97 feet, passing a PK Nail found for an inside ell corner of said 17.63 acre NEU tract and the northwest corner of the above described 6.01 acre NEU tract, continuing on, along the common line of said 17.63 acre and 6.01 acre NEU tract, with the centerline of said easement and E. Sunset Boulevard, a total distance of 514.73 feet to Mag Nail with a steel washer stamped "RPLS 4701", set at the centerline intersection of County Road 91 and County Road 89, for the northeast corner of said 6.01 acre NEU tract and said point bears South 86° 12' 08" West - 10.50 feet from a railroad spike found for the most easterly southeast corner of said 17.63 acre NEU tract and said Mag Nail also being the northwest corner of that certain called 4.046 acre tract of land described in a deed to ABS Ward Real Estate Group, LP, recorded in Document No. 201603280000353140, D.R.C.C.T.;

THENCE: South 01 deg. 49 min. 22 sec. East, along the common line of said 6.01 acre NEU tract and 4.046 acre ABS Ward Real Estate tract, at 517.72 feet, passing the south line of said 4.046 acre ABS Ward tract and the north line of that certain called 2.49 acre tract described in a deed to Jaime Quintero, recorded in Document No. 20161122001583220, D.R.C.C.T., where a Mag Nail found 2.55 feet west of this line and at 623.47 feet, passing the south line of said 2.49 acre Quintero tract and the north line of that certain called 2.74 acre tract described in a deed to Robert C. Loftice, recorded in County Clerk's File #94-0031437, D.R.C.C.T., where a 1/2 inch iron rod found 3.42 feet west of this line and continuing along the center of said County Road 89 and the east line of said 6.01 acre NEU tract for a total distance of 737.37 feet to a 1/2 inch iron rod found for the southeast corner of said 6.01 acre NEU tract and same being the northeast corner of the above described 71.296 acre Celina Land Investors tract;
THENCE: South 88 deg. 40 min. 52 sec. West, departing from said County Road 89, along the common line of said 6.01 acre NEU tract and Celina Land Investors tract, at 354.83 feet, passing a 1/2 inch iron rod found for the southwest corner of said 6.01 acre NEU tract and the southeast corner of said 17.63 acre NEU tract and continuing on for a total distance of 661.66 feet to the POINT OF BEGINNING and containing 428,247 square feet or 9.831 acres of land.

NOTE: COMPANY DOES NOT REPRESENT THAT THE ABOVE ACREAGE AND/OR SQUARE FOOTAGE CALCULATIONS ARE CORRECT.

END OF SCHEDULE A
CHICAGO TITLE INSURANCE COMPANY

COMMITMENT NO.: 8000551600104

SCHEDULE B
EXCEPTIONS FROM COVERAGE

Commitment No.: 8000551600104
GF No.: CTHS55-8000551600104

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorney’s fees, and expenses resulting from:

1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):
   
   Item 1, Schedule B is hereby deleted.

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.

3. Homestead or community property or survivorship rights, if any of any spouse of any insured.
   (Applies to the Owner Policy only.)

4. Any title or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
   a. to tidelands, or lands comprising the shores or beds or navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
   b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
   c. to filled-in lands, or artificial islands, or
   d. to statutory water rights, including riparian rights, or
   e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.
   (Applies to the Owner Policy only.)

5. Standby fees, taxes and assessments by any taxing authority for the year 2017 and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership; but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax years. (If Texas Short Form Residential Mortgagee Policy of Title Insurance (T-2R) is issued, that policy will substitute “which become due and payable subsequent to Date of Policy” in lieu of “for the year 2017 and subsequent years.”)

6. The terms and conditions of the documents creating your interest in the land.

7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Mortgagee Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)

8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage.
   (Applies to Mortgagee Policy (T-2) only.)

9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential
SCHEDULE B
EXCEPTIONS FROM COVERAGE
(continued)

Mortgagee Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Mortgagee Policy of Title Insurance (T-2R) only. Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Mortgagee Policy of Title Insurance (T-2R).

10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception):
   
a. Rights of tenants in possession, as tenants only, under unrecorded lease agreements.
   
b. Intentionally Deleted.
   
c. If any portion of the proposed loan and/or the Owner’s Title Policy coverage amount includes funds for immediately contemplated improvements, the following exceptions will appear in Schedule B of any policy issued as indicated:

Owner and Loan Policy(ies): Any and all liens arising by reason of unpaid bills or claims for work performed or materials furnished in connection with improvements placed, or to be placed, upon the subject land. However, the Company does insure the insured against loss, if any, sustained by the Insured under this policy if such liens have been filed with the County Clerk of County, Texas, prior to the date hereof.

Owner Policy(ies) Only: Liability hereunder at the date hereof is limited to $0.00. Liability shall increase as contemplated improvements are made, so that any loss payable hereunder shall be limited to said sum plus the amount actually expended by the insured in improvements at the time the loss occurs. Any expenditures made for improvements, subsequent to the date of this policy, will be deemed made as of the date of this policy. In no event shall the liability of the Company hereunder exceed the face amount of this policy. Nothing contained in this paragraph shall be construed as limiting any exception or any printed provision of this policy.

Loan Policy(ies) Only: Pending disbursement of the full proceeds of the loan secured by the lien instrument set forth under Schedule A hereof, this policy insures only to the extent of the amount actually disbursed, but increase as each disbursement is made in good faith and without knowledge of any defect in, or objections to, the title up to the face amount of the policy. Nothing contained in this paragraph shall be construed as limiting any exception under Schedule B, or any printed provision of this policy.

d. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.

e. Intentionally Deleted.

f. Intentionally Deleted.

g. Easement(s) and rights incidental thereto, as granted in a document:

   Granted to: Gunter Water Supply Corporation
   Purpose: As provided in said document
   Recording Date: April 14, 1972
   Recording No: in Volume 817, Page 426, Deed Records, Collin County, Texas
h. Easement(s) and rights incidental thereto, as granted in a document:

Granted to: County of Collin
Purpose: As provided in said document
Recording Date: May 29, 1996
Recording No: under Clerk's File No. 96-0043651, Land Records, Collin County, Texas

Shown and Noted on Survey dated January 24, 2017, by Ringley & Associates, Inc., prepared by Lawrence H. Ringley Registered Professional Land Surveyor #4701, Job 17005

i. Intentionally Deleted.

j. Easement(s) and rights incidental thereto, as granted in a document:

Granted to: Grayson Collin Electric Cooperative, Inc.
Purpose: As provided in said document
Recording Date: June 7, 2006
Recording No: in Document 20060607000777240, Land Records, Collin County, Texas

Shown and Noted on Survey dated January 24, 2017, by Ringley & Associates, Inc., prepared by Lawrence H. Ringley Registered Professional Land Surveyor #4701, Job 17005

k. Easement(s) and rights incidental thereto, as granted in a document:

Granted to: Southwestern Bell Telephone, LP, a Texas limited partnership
Purpose: As provided in said document
Recording Date: September 25, 2006
Recording No: in Document 20060925001376540, Land Records, Collin County, Texas

Shown and Noted on Survey dated January 24, 2017, by Ringley & Associates, Inc., prepared by Lawrence H. Ringley Registered Professional Land Surveyor #4701, Job 17005

l. Easement(s) and rights incidental thereto, as granted in a document:

Granted to: Grayson Collin Electric Cooperative, Inc.
Purpose: As provided in said document
Recording Date: June 12, 2007
Recording No: in Document 20070612000800200, Land Records, Collin County, Texas

Shown and Noted on Survey dated January 24, 2017, by Ringley & Associates, Inc., prepared by Lawrence H. Ringley Registered Professional Land Surveyor #4701, Job 17005

m. Easement(s) and rights incidental thereto, as granted in a document:
SCHEDULE B
EXCEPTIONS FROM COVERAGE
(continued)

Granted to: City of Celina
Purpose: As provided in said document
Recording Date: May 28, 2008
Recording No: in Document 20080528000636420, Land Records, Collin County, Texas

Shown and Noted on Survey dated January 24, 2017, by Ringley & Associates, Inc., prepared by
Lawrence H. Ringley Registered Professional Land Surveyor #4701, Job 17005

n. Easement(s) and rights incidental thereto, as granted in a document:

Granted to: City of Celina
Purpose: As provided in said document
Recording Date: October 14, 2015
Recording No: in Document 20151014001301620, Land Records, Collin County, Texas

Shown and Noted on Survey dated January 24, 2017, by Ringley & Associates, Inc., prepared by
Lawrence H. Ringley Registered Professional Land Surveyor #4701, Job 17005

o. Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in
instrument dated October 13, 1930, recorded November 10, 1930 at Volume 283, Page 49 of the Official
Records of Collin County, Texas. Reference to which instrument is here made for particulars. No further
search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes
no representation as to the ownership or holder of such interest(s).

p. Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in
instrument dated April 20, 1949, recorded May 6, 1949 at Volume 402, Page 324 of the Official Records of
Collin County, Texas. Reference to which instrument is here made for particulars. No further search of
title has been made as to the interest(s) evidenced by this instrument, and the Company makes no
representation as to the ownership or holder of such interest(s).

q. Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in
instrument dated April 19, 1949, recorded May 6, 1949 at Volume 402, Page 330 of the Official Records of
Collin County, Texas. Reference to which instrument is here made for particulars. No further search of
title has been made as to the interest(s) evidenced by this instrument, and the Company makes no
representation as to the ownership or holder of such interest(s).

r. Rights of the public to any portion of the Land lying within the area commonly known as

County Road 89
E. Sunset Boulevard

s. Any rights, interests, or claims which may exist or arise by reason of the following matters disclosed by
survey,

Job No.: 17005
Dated: January 24, 2017
Prepared by: Lawrence H. Ringley Registered Professional Land Surveyor #4701, Ringley &
Associates, Inc
Matters shown: Encroachment and/or protrusion of fence shown on Survey
SCHEDULE B
EXCEPTIONS FROM COVERAGE
(continued)

The above exception will not appear in the Loan Policy contemplated in this transaction but will appear in any Owner's Policy issued.

t. Any rights, interests, or claims which may exist or arise by reason of the following matters disclosed by survey,

Job No.: 17005
Dated: January 24, 2017
Prepared by: Lawrence H. Ringley Registered Professional Land Surveyor #4701, Ringley & Associates, Inc
Matters shown: stone wall encroaching and/or protruding southwest corner as shown
SCHEDULE C

Your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.

2. Satisfactory evidence must be provided that:
   a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
   b. all standby fees, taxes, assessments and charges against the property have been paid,
   c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
   d. there is legal right of access to and from the land,
   e. (on a Mortgagee Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.

3. You must pay the seller or borrower the agreed amount for your property or interest.

4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.

5. Prior approval from Regional Underwriting must be obtained if the subject transaction involves the proposed issuance of (i) an Owner's Policy to a person or entity who purchased the subject property at a foreclosure sale, or (ii) a Loan Policy insuring a lien granted by such person or entity on the subject property.

6. Vendor's Lien retained in the following Deed securing the payment of one note in the principal amount shown below, and any other obligation secured thereby:

   Dated: December 30, 2010
   Grantor: Underwood Financial, Ltd., a Texas limited partnership
   Grantee: NEU Irrevocable 2006 Trust
   Note Amount: $1,890,000.00
   Payable to: Underwood Financial, Ltd., a Texas limited partnership
   Recording Date: January 3, 2011
   Recording No.: in Document 20110103000002200, Land Records, Collin County, Texas

   Additionally secured by Deed of Trust of even date therewith as set forth below, and subject to all of the terms, conditions, and stipulations contained therein including but not limited to any future indebtedness also secured by this lien:

   To: Roy Monk, Trustee
   Loan No.: 
   Recording Date: January 3, 2011
   Recording No.: in Document 20110103000002210, Land Records, Collin County, Texas

7. The proposed transaction is a conveyance or mortgage of the land by NEU Irrevocable 2006 Trust. In connection
SCHEDULE C
(continued)

therewith, the Company will require the following:

a. Certification of Trust executed by the purported trustee of the trust described by § 114.086, Texas Property Code, or
b. A copy of the trust instrument together with any and all amendments thereto.
c. If a Certification of Trust is provided in lieu of the trust instrument, it must be signed by the trustee of the trust and must contain the following information:
   (1) A statement that the trust exists and the date of the trust instrument was executed
   (2) The identity of the settlor
   (3) The identity and mailing address of the currently acting trustee
   (4) One or more powers of the trustee or a statement that the trust powers include at least all the powers granted a trustee by Subchapter A, Chapter 113
   (5) The revocability or irrevocability of the trust and the identity of any person holding a power to revoke the trust
   (6) The authority of cotrustees to sign or otherwise authenticate and whether all or less than all of the cotrustees are required in order to exercise powers of the trustee
   (7) The manner in which title to trust property should be taken
   (8) A statement that the trust has not been revoked, modified or amended in any manner that would cause the representations contained in the certification to be incorrect.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

8. The Company must be furnished evidence of the authority and/or capacity of the party executing the conveying document. (Palladium Celina)

9. Intentionally Deleted.

10. The following note is for informational purposes only:

The following deed(s) affecting said land were recorded within twenty-four (24) months of the date of this report:

None found of record.

The last Deed found of record affecting the Land was recorded January 3, 2011 at in Document 201101030000002200, Land Records, Collin County, Texas, wherein the grantee acquired the subject property.
11. Note—Important Notice

You have the right to have your funds deposited in an interest-bearing account.

If you choose to establish an interest-bearing account for your deposit, notify your escrow officer immediately. Thereafter you will be provided with a Notice of Election form which you should complete in writing by completing and returning the form, along with your taxpayer identification information, not later than five (5) days before the scheduled closing. If you choose to establish an interest-bearing account for your deposit, an additional charge of $50.00 will be required. This charge may exceed the amount of interest to be earned on the deposit, depending on the amount, applicable interest rate, and the duration of the deposit.

As an example, the amount of interest you can earn on a deposit of $1000.00 for a thirty-day period at an interest rate of 4% is $3.33. Interest earned is dependent on the amount of deposit, time of deposit and the applicable interest rate.

If you do not choose to establish an interest-bearing account for your deposit, your funds will be deposited with other escrow funds in your escrow agent’s general escrow account with an authorized financial institution and may be transferred to another general escrow account or accounts. By reason of the banking relationship between our Company and the financial institution, the Company may receive an array of bank services, accommodations or other benefits. The escrow funds will not be affected by such services, accommodations or other benefits.

Failure to notify your escrow officer and complete the additional required investment authorization form shall constitute waiver of any intention of establishing an interest-bearing account for your deposit(s).

12. Except in an exempt transaction, the Company must be furnished with seller's social security number or tax identification number and all other information necessary to complete IRS Form 1099B.

13. An acceptable survey of subject property having been received, upon compliance with Rules P-2 and R-16, Schedule B, Item 2 will be amended to read "shortages in area" in its entirety.
SCHEDULE D

Commitment No.: 8000551600104
GF No.: CTHS55-8000551600104

Pursuant to the requirements of Rule P-21, Basic Manual of Rules, Rates and Forms for the writing of Title Insurance in the State of Texas, the following disclosures are made:

1. The issuing Title Insurance Company, Chicago Title Insurance Company, is a corporation whose shareholders owning or controlling, directly or indirectly, 10% of said corporation, directors and officers are listed below:

   **Shareholders:** Fidelity National Title Group, Inc. which is owned 100% by FNTG Holdings, LLC which is owned 100% by Fidelity National Financial, Inc.

   **Directors:** Raymond Randall Quirk, Anthony John Park, Michael J. Nolan, Theodore L. Kessner, Edson N. Burton, Jr.

   **Officers:** Raymond Randall Quirk (President), Anthony John Park (Executive Vice President), Michael Louis Gravelle (Secretary), Daniel Kennedy Murphy (Treasurer)

2. The following disclosures are made by the Title Insurance Agent issuing this Commitment:

   **Chicago Title of Texas, LLC**
   
   (a) **A listing of each shareholder, owner, partner, or other person having, owning or controlling one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium.**

   **Owners:** FNTS Holdings, LLC owns 100% of Alamo Title Holding Company, which owns 100% of Chicago Title of Texas, LLC

   (b) **A listing of each shareholder, owner, partner, or other person having, owning or controlling 10 percent (10%) or more of an entity that has, owns or controls one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium.**

   **Owners:** FNTS Holdings, LLC owns 100% of FNTS Holdings, LLC

   (c) **If the Agent is a corporation: (i) the name of each director of the Title Insurance Agent, and (ii) the names of the President, the Executive or Senior Vice-President, the Secretary and the Treasurer of the Title Insurance Agent.**

   **Officers/Directors:** Raymond Randall Quirk (President), Michael Louis Gravelle (Executive Vice President, General Counsel and Corporate Secretary), Joseph William Grealish (Executive Vice President), Anthony John Park (Executive Vice President and Chief Financial Officer), Richard Lynn Cox (Senior Vice President and Tax Officer), John "Gil" Gilbert Ernst (Senior Vice President and Regional Manager), Daniel Kennedy Murphy (Senior Vice President and Treasurer), John Tannous (President and County Manager), Gayle Brand (President and County Manager), Brian K. Baize (President and County Manager), Carlos E. Valdes (President and County Manager), Robert B. Kuhn (President and County Manager)

   (d) **The name of any person who is not a full-time employee of the Title Insurance Agent and who receives any portion of the title insurance premium for services performed on behalf of the Title Insurance Agent in connection with the issuance of a title insurance form; and, the amount of premium that any such person shall receive.**

   (e) **For purposes of this paragraph 2, "having, owning or controlling" includes the right to receipt of a percentage of net income, gross income, or cash flow of the Agent or entity in the percentage stated in subparagraphs (a) or (b).**

3. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

   **You are further advised that the estimated title premium** is:

   | Owner's Policy       | $ 7,913.00 |
   | Loan Policy         | $ 100.00  |
   | Endorsement Charges | $ 100.00  |
   **Total**            | $ 8,113.00 |

   Of this total amount: 15% will be paid to the policy issuing Title Insurance Company; 25% will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

   **Percent/Amount** | **To Whom** | **For Services**
   | 60%               | Coats Rose, A Professional Corporation | Closing Services

*The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance.*
SITUATED in the City of Celina, in the Collin County School Land Survey, Abstract No. 167 of Collin County, Texas and being a portion of that certain called 17.63 acre tract of land described as "Tract 1" and all of that certain called 6.01 acre tract described as "Tract 2" in a Special Warranty Deed With Vendor's Lien to NEU Irrevocable 2006 Trust, recorded on January 3, 2011 in Document No. 2011010300002200, Deed Records, Collin County, Texas (D.R.C.C.T.) and being more particularly described by metes & bounds as follows:

BEGINNING at a 1/2 inch iron rod found for the most southerly southwest corner of the above described 17.63 acre NEU tract and same being the southeast corner of Lot 6, Block A of Celina Town Center Addition, Phase 2, an addition to the City of Celina, according to the plat thereof, recorded in Cabinet 2007, Page 393, Plat Records, Collin County, Texas (P.R.C.C.T.) and said point also being on the north line of that certain called 71.296 acre tract of land described in a deed to Celina Land Investors, Ltd., recorded in Document No. 20150108000025840, D.R.C.C.T.;

THENCE: North 01deg.19 min. 14 sec. West, along the common line of said 17.63 acre NEU tract and Lot 6, Block A, a distance of 331.37 feet to a 1/2 inch iron rod, topped with a plastic cap, stamped "JBI", found for the northeast corner of said Lot 6, Block A and same being on the south line of Lot 1, Block A of Celina Town Center Addition, an addition to the City of Celina, according to the plat thereof, recorded in Cabinet 2008, Page 314, P.R.C.C.T.;

THENCE: North 88 deg. 34 min. 49 sec. East, along the common line of said 17.63 acre NEU tract and Lot 1, Block A, a distance of 141.42 feet to a 1/2 inch iron rod, topped with a plastic cap, stamped "JBI", found for an inside ell corner of said 17.63 acre NEU tract and the southeast corner of said Lot 1, Block A; 

THENCE: North 01 deg. 27 min. 20 sec. West, continuing along the common line of said 17.63 acre NEU tract and Lot 1, Block A, at 360.71 feet, passing the northeast corner of said Lot 1, Block A and continuing on for a total distance of 405.59 feet to a PK nail found in the center of E. Sunset Boulevard (a.k.a County Road 91) for an inside ell corner of said 17.63 acre NEU tract and same being on the centerline of a 60' wide easement to Collin County for roadway improvements, recorded in County Clerk's file #96-43651, D.R.C.C.T.;

THENCE: North 88 deg. 39 min. 56 sec. East, over & across said 17.63 acre NEU tract, with the center of said easement and E. Sunset Boulevard, at 159.97 feet, passing a PK Nail found for an inside ell corner of said 17.63 acre NEU tract and the northwest corner of the above described 6.01 acre NEU tract, continuing on, along the common line of said 17.63 acre and 6.01 acre NEU tract, with the centerline of said easement and E. Sunset Boulevard, a total distance of 514.73 feet to Mag Nail with a steel washer stamped "RPLS 4701", set at the centerline intersection of County Road 91 and County Road 89, for the northeast corner of said 6.01 acre NEU tract and said point bears South 86° 12' 08" West - 10.50 feet from a railroad spike found for the most easterly southeast corner of said 17.63 acre NEU tract and said Mag Nail also being the northwest corner of that certain called 4.046 acre tract of land described in a deed to ABS Ward Real Estate Group, LP, recorded in Document No. 201603280000353140, D.R.C.C.T.;

THENCE: South 01 deg. 49 min. 22 sec. East, along the common line of said 6.01 acre NEU tract and 4.046 acre ABS Ward Real Estate tract, at 517.72 feet, passing the south line of said 4.046 acre ABS
LEGAL DESCRIPTION
(continued)

Ward tract and the north line of that certain called 2.49 acre tract described in a deed to Jaime Quintero, recorded in Document No. 20161122001583220, D.R.C.C.T., where a Mag Nail found 2.55 feet west of this line and at 623.47 feet, passing the south line of said 2.49 acre Quintero tract and the north line of that certain called 2.74 acre tract described in a deed to Robert C. Loftice, recorded in County Clerk’s File # 94-0031437, D.R.C.C.T., where a 1/2 inch iron rod found 3.42 feet west of this line and continuing along the center of said County Road 89 and the east line of said 6.01 acre NEU tract for a total distance of 737.37 feet to a 1/2 inch iron rod found for the southeast corner of said 6.01 acre NEU tract and same being the northeast corner of the above described 71.296 acre Celina Land Investors tract;

THENCE: South 88 deg. 40 min. 52 sec. West, departing from said County Road 89, along the common line of said 6.01 acre NEU tract and Celina Land Investors tract, at 354.83 feet, passing a 1/2 inch iron rod found for the southwest corner of said 6.01 acre NEU tract and the southeast corner of said 17.63 acre NEU tract and continuing on for a total distance of 661.66 feet to the POINT OF BEGINNING and containing 428,247 square feet or 9.831 acres of land.

NOTE: COMPANY DOES NOT REPRESENT THAT THE ABOVE ACREAGE AND/OR SQUARE FOOTAGE CALCULATIONS ARE CORRECT.
Affiliated Business Arrangement Disclosure Statement
(Exhibit D in 24 CFR §3500)

Date: October 31, 2017
To: NEU Irrevocable 2006 Trust
Property: State Hwy 289 & 6435 County Road 89, Celina, TX 75009

This is to give you notice that Chicago Title of Texas, LLC, a subsidiary of Fidelity National Financial, Inc. has a business relationship with the settlement service providers listed below to which you have been referred. Each of the companies listed below is One-Hundred Percent (100%) owned directly or indirectly by Fidelity National Financial, Inc. Because of this relationship, this referral may provide Chicago Title of Texas, LLC with a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the listed providers as a condition for the consummation of the transaction involving the above referenced property.

<table>
<thead>
<tr>
<th>Settlement Service Provider</th>
<th>Type of Settlement Provided</th>
<th>Range of Charges</th>
</tr>
</thead>
<tbody>
<tr>
<td>National TaxNet</td>
<td>Tax Information</td>
<td>$22.50 to $80 including sales tax and $5 for each additional parcel over 3 parcels</td>
</tr>
</tbody>
</table>

There are frequently other settlement service providers available who offer similar services. You are free to shop around to determine that you are receiving the best services and the best rate for these services.

Acknowledgment
I/We have read this disclosure form and understand that Chicago Title of Texas, LLC is referring me/us to purchase the above described settlement services and may receive a financial or other benefit as the result of this referral.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

NEU Irrevocable 2006 Trust
BY: ________________________________ Date
TEXAS TITLE INSURANCE INFORMATION

Title insurance insures you against loss resulting from certain risks to your title.
The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.

El seguro de título le asegura en relación a perdidas resultantes de ciertos riesgos que pueden afectar el título de su propiedad.

El Compromiso para Seguro de Titulo es la promesa de la compañía aseguradora de títulos de emitir la póliza de seguro de título. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transacción.

Your Commitment for Title insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the Title Insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy. The Policy is not an abstract of title nor does a Company have an obligation to determine the ownership of any mineral interest.

-MINERALS AND MINERAL RIGHTS may not be covered by the Policy. The Company may be unwilling to insure title unless there is an exclusion or an exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase. If the title insurer issues the title policy with an exclusion or exception to the minerals and mineral rights, neither this Policy, nor the optional endorsements, insure that the purchaser has title to the mineral rights related to the surface estate.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied or the Company will refuse to cover them. You may want to discuss any matters shown in Schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your Policy is issued, the coverage will be limited by the Policy's Exceptions, Exclusions and Conditions, defined below.

—EXCEPTIONS are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.

—EXCLUSIONS are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.

—CONDITIONS are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.
You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-800-442-7067 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the policy from the Texas Department of Insurance by calling 1-800-252-3439.

Before the Policy is issued, you may request changes in the policy. Some of the changes to consider are:

—Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.

—Allow the Company to add an exception to "rights of parties in possession." If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.
DELETION OF ARBITRATION PROVISION
(Not applicable to the Texas Residential Owner's Policy)

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Insurance Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is $2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.

The arbitration provision in the Policy is as follows:

"Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is $2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of $2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

_________________________________________    _____________________________
Signature                                    Date
At Fidelity National Financial, Inc., we respect and believe it is important to protect the privacy of consumers and our customers. This Privacy Notice explains how we collect, use, and protect any information that we collect from you, when and to whom we disclose such information, and the choices you have about the use of that information. A summary of the Privacy Notice is below, and we encourage you to review the entirety of the Privacy Notice following this summary. You can opt-out of certain disclosures by following our opt-out procedure set forth at the end of this Privacy Notice.

<table>
<thead>
<tr>
<th>Types of Information Collected</th>
<th>How Information is Collected</th>
</tr>
</thead>
<tbody>
<tr>
<td>You may provide us with certain personal information about you, like your contact information, address demographic information, social security number (SSN), driver's license, passport, other government ID numbers and/or financial information. We may also receive browsing information from your Internet browser, computer and/or mobile device if you visit or use our websites or applications.</td>
<td>We may collect personal information from you via applications, forms, and correspondence we receive from you and others related to our transactions with you. When you visit our websites from your computer or mobile device, we automatically collect and store certain information available to us through your Internet browser or computer equipment to optimize your website experience.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Use of Collected Information</th>
<th>When Information Is Disclosed</th>
</tr>
</thead>
<tbody>
<tr>
<td>We request and use your personal information to provide products and services to you, to improve our products and services, and to communicate with you about these products and services. We may also share your contact information with our affiliates for marketing purposes.</td>
<td>We may disclose your information to our affiliates and/or nonaffiliated parties providing services for you or us, to law enforcement agencies or governmental authorities, as required by law, and to parties whose interest in title must be determined.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Choices With Your Information</th>
<th>Information From Children</th>
</tr>
</thead>
<tbody>
<tr>
<td>Your decision to submit information to us is entirely up to you. You can opt-out of certain disclosure or use of your information or choose to not provide any personal information to us.</td>
<td>We do not knowingly collect information from children who are under the age of 13, and our website is not intended to attract children.</td>
</tr>
</tbody>
</table>

<table>
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<tr>
<th>Privacy Outside the Website</th>
<th>International Users</th>
</tr>
</thead>
<tbody>
<tr>
<td>We are not responsible for the privacy practices of third parties, even if our website links to those parties' websites.</td>
<td>By providing us with your information, you consent to its transfer, processing and storage outside of your country of residence, as well as the fact that we will handle such information consistent with this Privacy Notice.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>The California Online Privacy Protection Act</th>
<th>Your Consent To This Privacy Notice</th>
</tr>
</thead>
<tbody>
<tr>
<td>Some FNF companies provide services to mortgage loan servicers and, in some cases, their websites collect information on behalf of mortgage loan servicers. The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through those websites.</td>
<td>By submitting information to us or by using our website, you are accepting and agreeing to the terms of this Privacy Notice.</td>
</tr>
</tbody>
</table>

| Access and Correction: Contact Us | |
|-----------------------------------||
| If you desire to contact us regarding this notice or your information, please contact us at privacy@fnn.com or as directed at the end of this Privacy Notice. | |
FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE
Effective: May 1, 2015; Last Updated: March 1, 2017

Effective Date: 4/1/2016

Fidelity National Financial, Inc. and its majority-owned subsidiary companies providing title insurance, real estate- and loan-related services (collectively, "FNF", "our" or "we") respect and are committed to protecting your privacy. We will take reasonable steps to ensure that your Personal Information and Browsing Information will only be used in compliance with this Privacy Notice and applicable laws. This Privacy Notice is only in effect for Personal Information and Browsing Information collected and/or owned by or on behalf of FNF, including Personal Information and Browsing Information collected through any FNF website, online service or application (collectively, the "Website").

Types of Information Collected
We may collect two types of information from you: Personal Information and Browsing Information.

Personal Information. FNF may collect the following categories of Personal Information:
• contact information (e.g., name, address, phone number, email address);
• demographic information (e.g., date of birth, gender, marital status);
• social security number (SSN), driver's license, passport, and other government ID numbers;
• financial account information; and
• other personal information needed from you to provide title insurance, real estate- and loan-related services to you.

Browsing Information. FNF may collect the following categories of Browsing Information:
• Internet Protocol (or IP) address or device ID/UDID, protocol and sequence information;
• browser language and type;
• domain name system requests;
• browsing history, such as time spent at a domain, time and date of your visit and number of clicks;
• http headers, application client and server banners; and
• operating system and fingerprinting data.

How Information is Collected
In the course of our business, we may collect Personal Information about you from the following sources:
• applications or other forms we receive from you or your authorized representative;
• the correspondence you and others send to us;
• information we receive through the Website;
• information about your transactions with, or services performed by, us, our affiliates or nonaffiliated third parties; and
• information from consumer or other reporting agencies and public records maintained by governmental entities that we obtain directly from those entities, our affiliates or others.

If you visit or use our Website, we may collect Browsing Information from you as follows:
• Browser Log Files. Our servers automatically log each visitor to the Website and collect and record certain browsing information about each visitor. The Browsing Information includes generic information and reveals nothing personal about the user.
• Cookies. When you visit our Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. When you visit a website again, the cookie allows the website to recognize your computer. Cookies may store user preferences and other information. You can choose whether or not to accept cookies by changing your Internet browser settings, which may impair or limit some functionality of the Website.

Use of Collected Information
Information collected by FNF is used for three main purposes:
• To provide products and services to you or any affiliate or third party who is obtaining services on your behalf or in connection with a transaction involving you.
• To improve our products and services.
• To communicate with you and to inform you about our, our affiliates’ and third parties’ products and services, jointly or independently.

When Information Is Disclosed
We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) and Browsing Information to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Please see the section "Choices With Your Personal Information" to learn how to limit the discretionary disclosure of your Personal Information and Browsing Information.

Disclosures of your Personal Information may be made to the following categories of affiliates and nonaffiliated third parties:
• to third parties to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
• to our affiliate financial service providers for their use to market their products or services to you;
• to nonaffiliated third party service providers who provide or perform services on our behalf and use the disclosed information only in connection with such services;
• to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to market financial products or services to you;
• to law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoena or court order;
• to lenders, lien holders, judgment creditors, or other parties claiming an interest in title whose claim or interest must be determined, settled, paid, or released prior to closing; and
• other third parties for whom you have given us written authorization to disclose your Personal Information.

We may disclose Personal Information and/or Browsing Information when required by law or in the good-faith belief that such disclosure is necessary to:
• comply with a legal process or applicable laws;
• enforce this Privacy Notice;
• investigate or respond to claims that any material, document, image, graphic, logo, design, audio, video or any other information provided by you violates the rights of a third party; or
• protect the rights, property or personal safety of FNF, its users or the public.

We maintain reasonable safeguards to keep your Personal Information secure. When we provide Personal Information to our affiliates or third party service providers as discussed in this Privacy Notice, we expect that these parties process such information in compliance with our Privacy Notice or in a manner that is in compliance with applicable privacy laws. The use of your information by a business partner may be subject to that party’s own Privacy Notice. Unless permitted by law, we do not disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors. You expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings. We cannot and will not be responsible for any breach of security by a third party or for any actions of any third party that receives any of the information that is disclosed to us.

Choices With Your Information
Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you. The uses of your Personal Information and/or Browsing Information that, by law, you cannot limit, include:
• for our everyday business purposes – to process your transactions, maintain your account(s), to respond to law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders, or report to credit bureaus;
• for our own marketing purposes;
• for joint marketing with financial companies; and
• for our affiliates' everyday business purposes – information about your transactions and experiences.

You may choose to prevent FNF from disclosing or using your Personal Information and/or Browsing Information under the following circumstances ("opt-out"):  
• for our affiliates' everyday business purposes – information about your creditworthiness; and
• for our affiliates to market to you.

To the extent permitted above, you may opt-out of disclosure or use of your Personal Information and Browsing Information by notifying us by one of the methods at the end of this Privacy Notice. We do not share your personal information with non-affiliates for their direct marketing purposes.

For California Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by California law. Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPIINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by Vermont law, such as to process your transactions or to maintain your account. In addition, we will not share information about your creditworthiness with our affiliates except with your authorization. For joint marketing in Vermont, we will only disclose your name, contact information and information about your transactions.

Information From Children
The Website is meant for adults and is not intended or designed to attract children under the age of thirteen (13). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian. By using the Website, you affirm that you are over the age of 13 and will abide by the terms of this Privacy Notice.

Privacy Outside the Website
The Website may contain links to other websites. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites.

International Users
FNF's headquarters is located within the United States. If you reside outside the United States or are a citizen of the European Union, please note that we may transfer your Personal Information and/or Browsing Information outside of your country of residence or the European Union for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection and transfer of such information in accordance with this Privacy Notice.

The California Online Privacy Protection Act
For some FNF websites, such as the Customer CareNet ("CCN"), FNF is acting as a third party service provider to a mortgage loan servicer. In those instances, we may collect certain information on behalf of that mortgage loan servicer via the website. The information which we may collect on behalf of the mortgage loan servicer is as follows:
• first and last name;
• property address;
• user name and password;
• loan number;
• social security number - masked upon entry;
• email address;
three security questions and answers; and
IP address.

The information you submit through the website is then transferred to your mortgage loan servicer by way of CCN. The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through this website. For example, if you believe that your payment or user information is incorrect, you must contact your mortgage loan servicer.

CCN does not share consumer information with third parties, other than (1) those with which the mortgage loan servicer has contracted to interface with the CCN application, or (2) law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders. All sections of this Privacy Notice apply to your interaction with CCN, except for the sections titled "Choices with Your Information" and "Access and Correction." If you have questions regarding the choices you have with regard to your personal information or how to access or correct your personal information, you should contact your mortgage loan servicer.

Your Consent To This Privacy Notice
By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information by us in compliance with this Privacy Notice. Amendments to the Privacy Notice will be posted on the Website. Each time you provide information to us, or we receive information about you, following any amendment of this Privacy Notice will signify your assent to and acceptance of its revised terms for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you submit to us in any manner that we may choose without notice or compensation to you.

Accessing and Correcting Information; Contact Us
If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing with our affiliates for their marketing purposes, please send your requests to privacy@fnf.com or by mail or phone to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer
(888) 934-3354
Tab 13 – Multiple Site

Information Form

Not Applicable
Tab 14 – Elected Officials
Elected officials were identified in the Pre-Application, and there have been no changes. (If box above is checked, these forms may be left BLANK.)

Please identify all elected officials which represent the Development Site.

** US Representative

State Senator

State Representative

Support Letter

Support Letter

City Mayor

County Judge

School Superintendent

District Name

Email

Address

City

Zip

Presiding officer of Board of Trustees

Email

Address

City

Zip

** While Applicants are not required to notify US Representatives, the Department is required to notify them. Therefore, Applicant must identify the appropriate US Representative of the district containing the Development.
Tab 15 – Neighborhood Organizations
Organizations were identified in the Pre-Application, and there have been no changes.

(If above is checked, these forms may be left **BLANK**)

<table>
<thead>
<tr>
<th>Name of Organization</th>
<th>Contact Name</th>
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</thead>
<tbody>
<tr>
<td>Address</td>
<td>City</td>
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<tr>
<td>Zip</td>
<td>Phone</td>
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<tr>
<td></td>
<td>Fax or Email</td>
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<td>Phone</td>
</tr>
<tr>
<td></td>
<td>Fax or Email</td>
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</tbody>
</table>
Tab 16 – Certification of Notifications
CERTIFICATION OF NOTIFICATIONS (ALL PROGRAMS)

Pursuant to §10.203 of the Uniform Multifamily Rules, evidence of notifications includes this sworn affidavit, and the Elected Officials and Neighborhood Organizations Forms. All Applicants, or persons with signing authority, must complete Part 1 or Part 2 below:

Part 1. Notifications made at Pre-Application (Competitive HTC only):

- I (We) certify that The pre-application included evidence of these notifications pursuant to §10.203 of the Uniform Multifamily Rules, the pre-application met all threshold requirements, and no additional notifications were required with this full application.

- Re-notifications made at Application (Competitive HTC only):
  - The pre-application for this full Application met all threshold requirements, but all required entities were re-notified as required by §10.203 of the Uniform Multifamily Rules. As applicable, all changes in the Application have been made on the Elected Officials and/or Neighborhood Organizations Form(s).

- Notifications made at Application:
  - No pre-application was submitted, and all required entities were notified as required by §10.203 of the Uniform Multifamily Rules.

Part 2. Notifications - Form and Content:

- I (we) certify that the notifications are not older than 3 months from the first day of the Application Acceptance Period for Competitive HTC Applications and not older than three (3) months prior to the date Parts 5 and 6 of the Application are submitted for Tax Exempt Bond Developments, and not older than three (3) months prior to the date the Application is submitted for all other Applications.

- I (we) certify that the notifications do not contain any false or misleading statements. Without limiting the generality of the foregoing, the notification does not create the impression that the proposed Development will serve a Target Population exclusively or as a preference without such targeting or preference being documented in the Application and is or will be in full compliance with all applicable state and federal laws, including state and federal fair housing laws.

- I (we) certify that the notifications or any other communications do not contain any statement that violates Department rules, statute, code, or federal requirements.

- I (We) certify that, in addition to all of the required neighborhood organizations, the following entities were notified in accordance with §10.203 of the Multifamily Uniform Rules. The notifications were in the format provided in the Application Notification Template. All of the following entities were notified and are correctly listed on the Elected Officials Form and Neighborhood Organizations Form:
  - Superintendent of the school district containing the Development;
  - Presiding officer of the board of trustees of the school district containing the Development;
  - Mayor of any municipality containing the Development;
  - All elected members of the Governing Body of any municipality containing the Development;
  - Presiding officer of the Governing Body of the county containing the Development;
  - All elected members of the Governing Body of the county containing the Development;
  - State senator of the district containing the Development; and
  - State representative of the district containing the Development.

- While not required to be submitted in this Application, I have kept evidence of all notifications made and this evidence may be requested by the Department at any time during the Application review.

Part 3. No Neighborhood Organizations exist (competitive HTC only):

- I (We) certify that no Neighborhood Organizations exist for which this Application would be eligible to receive points under §11.9(d)(4) of the QAP or for which notification is required.

Part 4. Certification

By:

Signature of Applicant/Development Owner

Thomas E. Huth

Printed Name

Date

1-22-18

Notarize on next page
I, the undersigned, a Notary Public in and for said County and State, do hereby certify that name is signed to the foregoing statement, and who is known to be one in the same, has acknowledged before me on this date, that being informed of the contents of this statement, executed the same voluntarily on the date same foregoing statement bears.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22nd day of January, 2018

Notary Public Signature

JULIE MARTIN
MY COMMISSION EXPIRES APRIL 9, 2018
Part 3 – Development Activities
(Tabs 17-23)
Tab 17 – Development Narrative
1. The proposed Development is: (Check all that apply)

- New Construction

(adaptive reuse select New Construction here and adaptive reuse in next box)

<table>
<thead>
<tr>
<th>Previous TDHCA #</th>
<th>17074</th>
</tr>
</thead>
</table>

If Acquisition/Rehab or Rehab, original construction year: ____________________

If Reconstruction, Units Demolished _________ Units Reconstructed _________

If Adaptive Reuse, Additional Phase, or Scattered Site, include detailed information in the Narrative (4.) below.

2. The Target Population will be:

- Elderly Limitation

Applicants seeking to be scored as Supportive Housing must select Supportive Housing as the population.

§10.3(46) If Elderly Preference is selected, complete the statement below and submit supporting documentation behind this tab.

Elderly Preference is based on funding from: ____________________

3. Staff Determinations regarding definitions of development activity obtained?

☐ If a determination under §10.3(b) of the Uniform Multifamily Rules was made prior to Application submission, provide a copy of such determination behind this tab.

4. Narrative

Briefly describe the proposed Development, including any relevant information not already identified above.

Palladium Celina Senior Living will be a 120-Unit new construction development with a target population of elderly limitation located in the City of Celina, Collin County, Texas. The development is set on approximately 9.831 Acres and will comprise of 1 and 2 bedroom units with three story buildings. Palladium Celina Senior Living will target seniors with incomes between 30% and 60% of the area median income with a market rate component as well.

If a revised form is submitted, date of submission: ____________________
5. **Funding Request:**

Complete the table below to describe this Application’s funding request. If applying for Multifamily Direct Loan funds, please select only one type of loan.

<table>
<thead>
<tr>
<th>Department Funds applying for with this Application</th>
<th>Requested Amount</th>
<th>If funds will be in the form of a Direct Loan by the Department or for Private Activity Bonds, the terms will be:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td>Multifamily Direct Loan: Const. to Perm. (Repayable)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Multifamily Direct Loan: Construction Only (Repayable)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Multifamily Direct Loan: Const. to Perm. (Soft Repayable)</td>
<td>0.00%</td>
<td></td>
</tr>
<tr>
<td>CHDO Operating Expenses Grant</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Housing Tax Credits</td>
<td>$1,500,000</td>
<td></td>
</tr>
<tr>
<td>Private Activity Mortgage Revenue</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

6. **§11.5 - Set-Aside (For Competitive HTC & Multifamily Direct Loan Applications Only)**

Identify any and all set-asides the application will be applying under with an “x”.

Set-Asides can not be added or dropped from pre-application to full Application for Competitive HTC Applications.

<table>
<thead>
<tr>
<th>Competitive HTC Only</th>
<th>Multifamily Direct Loan Only</th>
</tr>
</thead>
<tbody>
<tr>
<td>At-Risk</td>
<td>Nonprofit</td>
</tr>
</tbody>
</table>

By selecting the set-aside above, I, individually or as the general partner(s) or officers of the Applicant entity, confirm that I (we) are applying for the above-stated Set-Aside(s) and Allocations. To the best of my (our) knowledge and belief, the Applicant entity has met the requirements that make this Application eligible for this (these) Set-Aside(s) and Allocations and will adhere to all requirements and eligibility standards for the selected Set-Aside(s) and Allocations.

7. **Previously Awarded State and Federal Funding**

Has this site/activity previously applied for TDHCA funds? Yes

Has this site/activity previously received TDHCA funds? No

If "Yes" Enter Project Number: and TDHCA funding source: 

Has this site/activity previously received non-TDHCA federal funding? No

If yes, source: 

Will this site/activity receive non-TDHCA federal funding for costs described in this Application? No

8. **Qualified Low Income Housing Development Election (HTC Applications only)**

Pursuant to §42(g)(1)(A) & (B), the term “qualified low income housing development” means any project or residential rental property, if the Development meets one of the requirements below, whichever is elected by the taxpayer.” Once an election is made, it is irrevocable. Select only one:

- [ ] At least 20% or more of the residential units in such development are both rent restricted and occupied by individuals whose income is 50% or less of the area median gross income, adjusted for family size.
- [x] At least 40% or more of the residential units in such development are both rent restricted and occupied by individuals whose income is 60% or less of the median gross income, adjusted for family size.

If a revised form is submitted, date of submission: 

Tab 18 – Development Activities
Part I
## Development Activities

### 1. Common Amenities (ALL Multifamily Applications §10.101(b)(5))

<table>
<thead>
<tr>
<th># of Units</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>120</td>
<td>14</td>
</tr>
</tbody>
</table>

- Development will provide sufficient common amenities to qualify for the number of points indicated above, pursuant to §10.101(b)(5) of the Uniform Multifamily Rules. Applications for scattered site developments should refer to §10.101(b)(5)(B) of the Uniform Multifamily Rules.

### 2. Unit Requirements (ALL Multifamily Applications §10.101(b)(6)(A) and (B))

#### A. Unit Sizes

- Development is New Construction or Reconstruction and will meet the minimum Unit Size requirements:

<table>
<thead>
<tr>
<th>Bedroom Size</th>
<th>0</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Square Footage</td>
<td>500</td>
<td>600</td>
<td>800</td>
<td>1,000</td>
<td>1,200</td>
</tr>
</tbody>
</table>

- OR:
  - Development is proposing Rehabilitation (excluding Reconstruction) or Supportive Housing, and does not adhere to the size requirements above.

#### B. Unit Amenities (For Competitive HTC Applications, see Tab 19 for Unit and Development Features)

- Application is a Tax Exempt Bond Development and will meet a minimum of seven (7) points as outlined in §10.101(b)(6)(B) of the Uniform Multifamily Rules.
- Application is HOME only or other Department Direct Loan and will meet a minimum of four (4) points as outlined in §10.101(b)(6)(B) of the Uniform Multifamily Rules.

**Rehabilitation Developments will start with a base score of three (3) points and Supportive Housing Developments will start with a base score of five (5) points.**

### 3. Tenant Supportive Services (For Competitive HTC Applications and Direct Loan Applications seeking to qualify for points under §13.6, see Tab 19 for Tenant Services elections)

- Application is a Tax Exempt Bond Development and will meet a minimum of eight (8) points as outlined in §10.101(b)(7) of the Uniform Multifamily Rules.
- Application is only requesting Direct Loan funds and will meet a minimum four (4) points as outlined in §10.101(b)(7) of the Uniform Multifamily Rules.

### 4. Development Accessibility Requirements (ALL Multifamily Applications)

- Development will meet all specifications and accessibility requirements reflected in the Certification of Development Owner form pursuant to §10.101(b)(8) of the Uniform Multifamily Rules.

All Units accessed by the ground floor or by elevator (“affected units”) comply with the visitability requirements in clauses (i) – (iii) of 10 TAC §10.101(b)(8)(B).

- Development has a minimum of 5% of all units in the development set aside for the mobility impaired and an additional 2% set aside for the hearing and/or visually impaired.

Regardless of building type, all Units accessed by the ground floor or by elevator (“affected units”) must comply with the visitability requirements in clauses (i) – (iii) of 10 TAC §10.101(b)(8)(B).
Tab 19 – Development Activities
Part II
**Development Activities (Continued)**

1. **Size and Quality of Units (Competitive HTC Applications only) [§11.9(b)]**
   - Development is Rehabilitation and either Supportive Housing or USDA financed **OR** meets the minimum size requirements identified below:
     - Points claimed: 8
   - Bedroom Size:
     - 0
     - 1
     - 2
     - 3
     - 4
   - Square Footage:
     - 550
     - 650
     - 850
     - 1,050
     - 1,250
   - Specific amenities and quality features will be provided in every Unit at no extra charge to the tenant; Development will maintain the points selected and associated with those amenities as outlined in §10.101(b)(6)(B) of the Uniform Multifamily Rules.*
   - * Direct Loan applicants proposing new construction or rehabilitation should be prepared to comply with requirements of the newly published Federal rule at 81 FR 92626, which requires installation of broadband infrastructure at the time of new construction or substantial rehabilitation of multifamily rental housing that is funded or supported by HUD.

2. **Rent Levels of Tenants and Tiebreaker (Direct Loan Applications only) [§13.6(e) and (f)]**
   - At least 20 percent of all low-income Units at 30% or less of AMGI* Direct Loan Points: 0
   - At least 10 percent of all low-income Units at 30% or less of AMGI or, for a Development located in a Rural Area, 7.5 percent of all low-income Units at 30% or less of AMGI* Direct Loan Points: 0
   - At least 5 percent of all low-income Units at 30% or less of AMGI* Direct Loan Points: 0
   - In the event of a tie with another application or applications, this percentage of 30% AMGI MFDL units within the Development would be converted to be available to households at 15% AMGI.
   - * Applicants electing to restrict units at 30% AMGI for Competitive HTC purposes may not count those units for point scoring under §13.6(e).
   - However, 50% AMGI and 60% AMGI units that are layered with 30% AMGI units for Direct Loan purposes may count for point scoring under §13.6(e).
   - Points claimed here will not appear on the Self Score tab.

3. **Income Levels of Tenants (Competitive HTC Applications only) [§11.9(c)(1)]**
   - Total Number of Units at 50% or less of AMGI: 49
   - Number of 30% Units used to score points under §11.9(c)(2): 10
   - Number of 30% Units used under §11.4(c)(3)(D) regarding an Increase in Eligible Basis (30% boost): 39
   - Percentage used for calculation of eligible points under §11.9(c)(1): 40.21%
   - Mark only one box below:
     - Development is located in a Non-Rural Area of the Dallas, Fort Worth, Houston, San Antonio or Austin MSA; or 16
     - Developments proposed in all other areas. 0
   - * Applicants electing the 30% boost for additional 30% units are advised to ensure the units used to support the boost are not included in the units needed to achieve the Application's scoring elections.

4. **Rent Levels of Tenants (Competitive HTC Applications only) [§11.9(c)(2)]**
   - Mark only one box below:
     - At least 20% (less Units used for eligibility for boost) of all low-income Units are restricted at 30% or less of AMGI; development is Supportive Housing proposed by a Qualified Nonprofit Organization. 0
     - Development is urban and at least 10% (less Units used for eligibility for boost) of all low-income Units are restricted at 30% or less of AMGI: 11
     - Development is located in a Rural Area and 7.5% (less Units used for eligibility for boost) of all low-income Units are restricted at 30% or less of AMGI: 0
     - At least 5% of all low-income Units at 30% or less of AMGI 0
   - Points Claimed: 11

5. **Tenant Services (Competitive HTC Applications and Direct Loan Applications ) [§11.9(c)(3) and §13.6(6)]**
   - Development will provide a combination of supportive services as identified in §10.101(b)(7) and those services will be recorded in the Development’s LURA.
   - Supportive Housing Development proposed by a Qualified Nonprofit 0
   - All other Developments. 9
The Applicant certifies that the Development will contact local service providers, and will make Development community space available to them on a regularly-scheduled basis to provide outreach services and education to the tenants.

6. Tenant Populations with Special Housing Needs (Competitive HTC, MFDL, and Section 811 Applications) [§11.9(c)(7); §13.6(6)]

Applicants scoring points under the Section 811 PRA program should pay close attention to the URA requirements included in Tab 21, Davis Bacon requirements under TAB 44 and the environmental clearance requirements included in Tab 47.

If pursuing these points, Applicants must try to score first with subparagraph (A) and then subparagraph (B). Only if an Applicant or Affiliate cannot meet the requirements of subparagraphs (A) or (B) may an Application qualify for points under subparagraph (C).

Select only one scoring scenario below:

A. Applicant or Affiliate Owns or Controls an Existing Development that is included on the List of Eligible Existing Developments for Participation in the Section 811 PRA Program (See 10 TAC §8.3 and 10 TAC 8.4)

Existing Development Name: Palladium Glenn Heights

TDHCA #: 17423

B. If not scoring under A above, Applicant or Affiliate is committing at least 10 Units in the proposed Development for participation in the Section 811 PRA Program

C. If cannot score under A or B above, Applicant elects to set-aside at least 5 percent of the total Units for Persons with Special Needs. MFDL Applications that are not layered with 2018 9% HTC cannot elect to score points under this item. The Department will require an initial minimum twelve-month period during which Units must either be occupied by Persons with Special Needs or held vacant, unless the units receive HOME funds from any source.

Application is seeking points for Tenant Populations.
7. **Pre-Application Participation (Competitive HTC Applications only) [§11.9(e)(3)]**
   - Development is requesting Pre-Application Points.  

8. **Extended Affordability (Competitive HTC Applications only) [§11.9(e)(5)]**
   - Development will maintain a 35 year Affordability Period.  

9. **Historic Preservation (Competitive HTC Applications only) [§11.9(e)(6)]**
   - Application requests points for Historic Preservation.
   - Application contains a letter from the Texas Historical Commission (THC) determining preliminary eligibility for federal or state historic (rehabilitation) tax credits.
   - Application includes documentation from the Texas Historical Commission that the property is currently a Certified Historic Structure or determining preliminary eligibility for status as a Certified Historic Structure.
   - Development will be able to document receipt of historic tax credits by the time Forms 8609 are issued.
   - At least 75% of the residential units will be within the Certified Historic Structure.
   - Attached behind this tab are the THC letter and other documentation described above.

10. **Right of First Refusal (Competitive HTC Applications only) [§11.9(e)(7)]**
    - Development Owner agrees to provide a Right of First Refusal to purchase the Development upon or following the end of the Compliance Period.  

11. **Funding Request Amount (Competitive HTC Applications only) [§11.9(e)(8)]**
    - Application reflects funding request for no more than 100% of the amount available in the subregion or set-aside as of 12/5/2017.
19a. Section 811
Section 811 Project Rental Assistance Program “PRA” Certification

On behalf of the Applicant and all affiliates of the Applicant ("Applicant"), I (We) hereby certify that the Applicant is familiar with the provisions of HUD’s Section 811 Project Rental Assistance (“PRA”) program, enacted by Section 811 of the Cranston Gonzalez National Affordable Housing Act (Pub L. 111-374) and the Frank Melville Supportive Housing Investment Act of 2010, the Texas Department of Housing and Community Affairs (“TDHCA”) Rules as published in Title 10 of the Texas Administrative Code, HUD Handbook 4350.3 REV-1 (Occupancy Requirements of Multifamily Housing Programs), and the Section 811 Project Rental Assistance Program Cooperative Agreement, including the Rental Assistance Contract (“RAC”) and the Use Agreement. I (We) hereby certify that the Applicant will comply with future guidance regarding the Section 811 PRA Program provided by HUD and/or TDHCA, including Rules, FAQs, and program manuals.

I (We) hereby certify that Applicant will execute a Section 811 PRA Owner Participation Agreement, in a form to be provided by TDHCA, a TDHCA approved Existing Development, or if allowed by TDHCA, for an awarded Development included in this Application. Once an Owner Participation Agreement has been executed, I (We) hereby certify that I (We) understand that TDHCA will market the property under the Owner Participation Agreement to potential Section 811 PRA tenants at any time during the term of the Owner Participation Agreement, and I (We) hereby certify that I (We) will furnish to TDHCA, any requested materials, including pictures, to do such marketing. If requested by TDHCA, I (We) hereby certify that I (We) will execute a RAC and record the required Use Agreement in the county deed records.

I (We) hereby certify that I (We) will comply with all HUD regulations, court rulings, related administrative rules, and eligibility guidelines and restrictions during the application process and in the event of award, for the duration of the Section 811 Owner Participation Agreement or the Use Agreement, whichever has a longer term.

I (We) hereby make application to the TDHCA to participate in the Section 811 PRA Program. The undersigned hereby acknowledges that an award by the TDHCA does not warrant that the Existing Property or the Development is deemed qualified to participate in the Section 811 PRA Program. I (We) agree that the TDHCA or any of its directors, officers, employees, and agents will not be held responsible or liable for any representations made to the undersigned or its investors relating to the Section 811 PRA Program; therefore, I (We) assume the risk of all damages, losses, costs, expenses, and liabilities of any nature directly or indirectly, related thereto and agree to indemnify and save harmless the TDHCA and any of its officers, employees, and agents against any and all claims, suits, losses, damages, costs, and expenses of any kind and of any nature that the TDHCA may hereinafter suffer, incur, or pay arising out of or relating to the TDHCA’s acceptance, consideration, approval or disapproval of this request and the issuance or non-issuance of a RAC or 811 PRA funds herewith.

I (We) hereby acknowledge that this Application is subject to disclosure under Chapter 552, Texas Government Code, the Texas Public Information Act, unless a valid exception exists.

I (We) acknowledge all representations, undertakings, and commitments made by Applicant in the application process for a Development, whether with respect to eligibility criteria, selection criteria or otherwise, shall be deemed to be a condition to any Commitment or Contract for such
Development, the violation of which shall be cause for cancellation of such Commitment or Contract by the TDHCA and if concerning the ongoing features or operation of the Development, shall be enforceable by the TDHCA and the tenants of the Development, including enforcement by administrative penalties for failure to perform, in accordance with the LURA. The obligation to sign an Owner Participation Agreement is binding. I (We) must sign an Owner Participation Agreement if the Development receives an award and is requested to do so by the Department.

I (We) agree the TDHCA may, at its discretion, request additional information and/or documentation in its evaluation of this Application to garner required information relating to the qualification of the Development for the 811 Program. I (We) hereby assert that the information contained in this Application as required or deemed necessary by the materials governing the 811 PRA program are true and correct and that I (We) have undergone sufficient investigation to affirm the validity of the statements made.

Further, I (We) hereby assert that I (We) have read and understand all the information contained in the Application. By signing this document, I (We) affirm that all statements made in this government document are true and correct under penalty of Chapter 37 of the Texas Penal Code titled Perjury and Other Falsification and subject to criminal penalties as defined by the State of Texas. TEX. PENAL CODE ANN. §37.01 et seq. (Vernon 2011).

I (We) understand and agree that if false information is provided in this Application which has the effect of increasing the Applicant’s competitive advantage, the TDHCA will disqualify the Applicant and may hold the Applicant ineligible to apply for 811 PRA funds or seek other additional administrative penalties.

If, at any time, including after the signing a Section 811 PRA Program Owner Participation Agreement, it is discovered that I (We) provided false or misleading information to TDHCA, TDHCA may terminate the Applicant’s HUD RAC and/or the Section 811 PRA Program Owner Participation Agreement and recapture all Section 811 PRA funds expended.

I (We) hereby certify that I (We) will comply with applicable fair housing and civil rights requirements in 24 CFR §5.105(a), including, but not limited to, the Fair Housing Act; Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; and Title II of the Americans with Disabilities Act. Further, I (We) certify that I (We) shall not, in the provision of services, or in any other manner, discriminate against any person on the basis of race, color, religion, sex, national origin, familial status, or disability. I (We) certify that I (We) will comply with HUD’s Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity requirements. See 24 C.F.R. §§ 5.100, 5.105(a)(2), 5.403. I (We) hereby certify that I (We) understand that the Development must prominently display HUD’s Fair Housing Poster (HUD Form 928.1) in all offices in which rental activity takes place. This includes property management leasing offices located at their projects with Section 811 PRA units, and may include a designated place where information or other business regarding the Section 811 PRA program is conducted with potential tenants. I (We) will comply with any requirements of the Section 811 PRA Program that require changes to the Development’s tenant selection plans, house rules, marketing materials, or application.

I (We) have written below the name of the individual authorized to execute the TDHCA Owner Participation Agreement, the HUD RAC, the HUD Use Agreement, and any and all future commitments and contracts related to this Application. I (We) hereby certify that this individual has
I (We) certify that I (We) do not and will not knowingly employ an undocumented worker, where “undocumented worker” means an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in that manner in the United States.

If, after receiving a public subsidy (including Section 811 PRA Program funds), I (We) are convicted of a violation under 8 U.S.C Section 1324a(f), I (We) shall repay the amount of the public subsidy with interest, at the rate and according to the other terms provided by an agreement under Tex. Government Code §2264.053, not later than the 120th day after the date TDHCA notifies the Applicant of the violation.

I (We) certify that I (We) am eligible to apply for funds or any other assistance from the TDHCA. I (We) certify that all audits are current at the time of application. I (We) certify that any Audit Certification Forms have been submitted to the TDHCA in a satisfactory format on or before the Application deadline for funds or other assistance pursuant to 10 TAC §1.3(b).

**Property Condition Standards Certification**

I (We) certify that I (We) will meet local and state housing code, ordinances, and zoning requirements, Texas Minimum Construction Standards, Uniform Physical Construction Standards and Inspection Requirements under 24 CFR Section 5 Subpart G, including any changes in the regulation and related directives and will comply with HUD’s Physical Condition Standards of Multifamily Properties of 24 CFR Part 200, Subpart P, including any changes in the regulation and related directives.

I (We) certify that a TDHCA approved Existing Development, or if allowed by TDHCA in writing, the Development referenced in this Application is in compliance and that during the term of the Section 811 Participation Agreement and/or RAC the Applicant will respond to all requests for deficiency resolution within the timeframes mandated by the Uniform Multifamily Rules at 10 TAC Chapter 10 or other requirements associated with the satisfactory provision of a unit as required by the 811 PRA program.

**Federal Cross-Cutting Certifications**

**Lead Based Paint**

I (We) certify that documentation of compliance with 24 CFR Part 35 (Lead Safe Housing Rule), including but not limited to the documentation reflected in the following clauses, will be maintained in project files. I (We) understand that standard forms are available in the Federal Register, as indicated by the sources noted below.

Applicability Form 24 CFR §35.115 – A copy of a statement indicating that the property is covered by or exempt from the Lead Safe Housing Rule.
a. If the property is exempt, the file should include the reason for the exemption and no further documentation is required.

b. If the property is subject to the Rule, the file should include the appropriate documentation to indicate basic compliance, as listed below:

   i. Summary Paint Testing Report or Presumption Notice 24 CFR §35.930(a) – A copy of any report to indicate the presence of lead-based paint (LBP) for projects receiving up to $5,000 per unit in rehabilitation assistance. If no testing was performed, then LBP is presumed to be on all disturbed surfaces;

   ii. Notice of Evaluation 24 CFR §35.125(a) – A copy of a notice demonstrating that an evaluation summary was provided to residents following a lead-based paint inspection, risk assessment or paint testing;

   iii. Clearance Report 24 CFR §35.930(b)(3) – A report indicating a “clearance examination” was performed of the work-site upon completion; and

   iv. Notice of Hazard Reduction Completion 24 CFR §35.125(b) – Upon completion, a copy of a notice to show that a LBP remediation summary was provided to residents.

Environment

I (We) understand that the environmental effects of each activity carried out with funds provided under this Application must be assessed in accordance with the provisions of the Section 811 PRA Cooperative Agreement, § PRA.215 and § PRA.216. Each activity must have an environmental review completed and support documentation prepared complying with HUD regulations. No Section 811 Owner Participation Agreement may be signed and no Section 811 PRA funds can be provided for a unit before the completion of the environmental review process and the provision of written clearance by TDHCA.

I (We) certify that I (We) have read and understand the requirements of the HUD Section 811 PRA Cooperative Agreement, § PRA.215 and § PRA.216.

Displacement of Existing Tenants

I (We) certify that the work to be performed in connection with the award of Section 811 PRA funds is subject to Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (“URA”), as amended, and regulations at 49 CFR Part 24. Hence, I(We) commit to minimize the direct and indirect displacement of persons from their homes and assure full compliance with URA federal relocation assistance mandates including adherence to TDHCA established procedure relocation requirements.

Davis Bacon

I (We) certify that if Davis Bacon is applicable to this award, I (We) will fully comply with contract Federal labor law mandates and TDHCA established labor standards procedural requirements.
**Energy and Water Conservation**

I (We) certify to comply with Energy and Water Conservation standards and requirements as outlined in § PRA.214.

**Procurement of Recovered Materials**

I (We) certify to comply with the Procurement of Recovered Materials requirements as outlined in § PRA.219.

**Housing Standards for Assisted Units**

I (We) certify to comply with Housing Standards for Assisted Units as outlined in § PRA.307 for Section 811 PRA units and as outlined in 10 TAC Chapter 1 Subchapter B and Chapter 10 “Uniform Multifamily Rules.”

**Eligibility and Threshold Certification**

On behalf of the Applicant and all affiliates of the Applicant, I (We) hereby certify that the Applicant is familiar with the provisions and requirements of the Section 811 PRA Program for which I (We) am applying.

I (We) understand that housing units occupied by eligible tenants participating in the program must be affordable to Extremely Low-Income persons. I (We) understand that mixed income rental Developments may only apply PRA to units that meet 811 program affordability standards. I (We) understand that all Applications must adhere to the TDHCA’s Integrated Housing Rule at 10 TAC §1.15 and Exhibit 5 of the Section 811 PRA Cooperative Agreement § PRA.305. Additionally, I (We) certify that the units identified for 811 PRA assistance will be dispersed throughout the property and must not be segregated to one area of a building or Development.

I (We) certify to follow the requirements of § PRA.403 regarding the Selection and Admission of Eligible Tenants. In addition, I (We) understand that prior to receiving referrals for Section 811 tenants, I (We) must submit and receive approval by the TDHCA for the Development’s Tenant Selection Plan. I (We) understand that the Applicant or their designated property management staff will accept referrals of Section 811 applicants from the TDHCA and determine eligibility based on the TDHCA-approved Tenant Selection Plan. I (We) understand that upon the request of TDHCA or HUD, the Applicant must furnish copies of all applications to HUD and/or TDHCA.

I (We) understand that the Applicant or their designated property management staff will be responsible for:

(1) obtaining and verifying information related to Social Security Numbers of Eligible Family members in accordance with 24 CFR Part 5, subpart B. Applicant or their designated property management staff shall refer to HUD Handbook 4350.3 REV-1, Chapters 3-3, B. and C., 3-9, and 3-11, and 3-31 for further guidance;

(2) obtaining and verifying income through the use of Enterprise Income Verification (EIV), pursuant to 24 C.F.R. 5.233(a)(2). Applicant or their designated property management staff shall refer to HUD Handbook 4350.3 REV-1, Chapter 3-30 for further guidance;
(3) obtaining and verifying information related to income eligibility of Eligible Families in Assisted Units in accordance with 24 CFR Part 5, subpart F. Applicant or their designated property management staff shall refer to HUD Handbook 4350.3 REV-1, Chapter 3-30 for further guidance;

(4) preventing crime in the Assisted Units, including the denial of admission to persons engaged in criminal activity or has certain criminal histories, in accordance with 24 CFR Part 5, Subpart H. Applicant or its designated property management staff shall refer to HUD Handbook 4350.3 REV-1, Chapter 4-27, E. for further guidance.

(5) complying with protections for victims of domestic violence, dating violence, sexual assault, or stalking, pursuant to 24 CFR Part 5, Subpart L; and

(6) complying with all other applicable requirements, including but not limited to the RAC, Project Rental Assistance Program Guidelines, and any other HUD administrative requirements.

I (We) understand that the Section 811 tenants participation in supportive services is voluntary and cannot be required as a condition of admission or occupancy.

I (We) understand that if the Applicant or their designated property management staff determines that an applicant is ineligible on the basis of income or Household composition, or because of failure to meet the disclosure and verification requirements for Social Security Numbers (as provided by 24 CFR Part 5), or because of failure by an Section 811 applicant to sign and submit consent forms for the obtaining of wage and claim information from State Wage Information Collection Agencies, or that the Applicant or their designated property management staff is not selecting the Section 811 applicant for other reasons, the Applicant or their designated property management staff will promptly notify the Section 811 applicant in writing of the determination and its reasons, and that the applicant has the right to meet with the Applicant or their designated property management staff and has the right to request a reasonable accommodation. I (We) understand that the Section 811 applicant may also exercise other rights if the applicant believes that he or she is being discriminated against on the basis of race, color, national origin, religion, sex, disability or familial status. I (We) understand that records on Section 811 applicants and Section 811 tenants, which provide racial, ethnic, gender and place of previous residency data required by HUD, must be maintained and retained for three (3) years. I (We) shall refer to HUD Handbook 4350.3 REV-1, Chapter 4-9 for further guidance on rejecting Section 811 applicants and denial of rental assistance.

I (We) certify that no Section 811 PRA Program funds will be attached to units receiving any other form of federal or state housing operating assistance or units that have received any form of long-term operating housing subsidy within a six-month period prior to receiving PRA funds. I (We) additionally certify that 811 PRA subsidy funds will not be attached to any unit that is currently a 30% AMI rent and income restricted unit or any unit that is currently operating with an existing use restriction or contractual obligation to serve persons with disabilities or persons 62 and older.
I (We) understand that funding through the full, initial 20 year term of a RAC contract to provide 811 PRA assistance will be conditional based upon available appropriations during each 5 year renewal cycle and may be moved or dissolved by TDHCA at anytime. Additionally, I (We) understand that the total number of assisted units, and their number of bedrooms maybe adjusted at anytime by TDHCA for a maximum number of units committed in the Section 811 PRA Owner Participation Agreement.

**Management Practices Certification**

I (We) certify that the Applicant or their designated property management staff will immediately notify TDHCA of Section 811 PRA unit vacancies if requested by TDHCA. I (We) certify that, once a RAC is executed, that the available unit will be held vacant for an 811 PRA tenant referred by TDHCA, if a tenant has been referred to the property by TDHCA, for up to 60 days before the unit will be re-rented to a non-811 PRA applicant.

I (We) certify that the Applicant or their designated property management staff will comply with any current or future requirement for marketing or outreach of the units and I (We) certify that I (we) will follow all HUD Fair Housing and Equal Opportunity requirements.

I (We) certify that I (we) will furnish all required documentation, reports, and forms as necessary to assist TDHCA in entering necessary eligibility and income information in HUD systems as required; information requested for reporting on performance measures to HUD will be furnished within the timelines as specified by TDHCA.

I (We) certify that we understand that all Applicants who are States, Territories, Urban Counties, and Metropolitan cities shall be subject to the requirements of 24 CFR Part 85, and further that all Applicants who are Nonprofits shall be subject to the requirements of 24 CFR Part 84.

I (We) certify that the initial lease between the Development and any 811 PRA assisted tenant will be a minimum of one year; I (we) further certify that the HUD model lease form HUD-92236-PRA will be used as required by the Cooperative Agreement, Section XII. GRANTEE PROGRAM ADMINISTRATION.

In addition, I (We) certify that we understand that all lease addendums must be sent to TDHCA. TDHCA will consider lease addendums on a case by case basis and may decide to send to HUD for approval. Owners may only modify the lease terms with a tenant at the end of the initial term or a successive term by serving an appropriate notice to the tenant, together with the provision of a revised TDHCA approved agreement or addendum.

I (We) certify to follow requirements of § PRA.406. I (We) understand that prior to occupancy of a Section 811 unit, that an Eligible Section 811 Household must be given the opportunity to be present for the move-in unit inspection. I (we) understand that the inspection of the Section 811 Unit will be completed by both the Applicant or the designated Property Management staff and the Eligible Section 811 Household and both shall certify, on a form prescribed or approved by TDHCA that they have inspected the Section 811 Unit and have determined it to be Decent, Safe, and Sanitary condition in accordance with the criteria provided in the form. The Applicant or the designated Property Management staff shall keep a copy of this inspection and make part of the lease as an attachment to the lease. If the Eligible Section 811 Household waives the right to this
inspection, a form prescribed or approved by the TDHCA would be signed by the Eligible Household indicating they have waived this right.

In addition, I (We) certify that the Applicant or the designated Property Management staff shall perform unit inspections of the Section 811 Units on at least an annual basis to determine whether the appliances and equipment in the unit are functioning properly and to assess whether a component needs to be repaired or replaced. This will ensure that the Applicant is meeting its obligation to maintain the Assisted Units in Decent, Safe, and Sanitary condition.

In addition, I (We) understand that the TDHCA and/or HUD may ask, and must be permitted, to review the records related to the RAC at least annually to determine compliance. I (We) understand that HUD may independently inspect project operations and Section 811 Units at any time with reasonable notice prior to inspection; and Equal Opportunity reviews may be conducted by HUD at any time.

I (We) certify that the Applicant or the designated Property Management staff shall comply with the Overcrowded and Under Occupied Unit requirements set by TDHCA in the Participant Selection Plan TDHCA maintains for HUD (and which is available on the TDHCA website) and will ensure that Section 811 tenants are not over or under housed according to those requirements.

I (We) certify that the Applicant or the designated Property Management staff shall comply and participate with any dispute resolution processes as required by TDHCA.

I (We) certify, as referenced in § PRA.409, that the Applicant shall not impede the reasonable efforts of tenants of the Assisted Units to organize pursuant to 24 CFR Part 245, or any successor regulations of 24 CFR Part 245, or unreasonably withhold the use of any community room or other available space appropriate for meetings which is part of the mortgaged property when requested by: (i) a resident tenant organization in connection with the representational purposes of the organization; or (ii) tenants seeking to organize or to consider collectively any matter pertaining to the operation of the mortgaged property.

I (We) certify that the Development site referenced in this Application will take reasonable steps to ensure meaningful access to its programs and activities to Limited English Proficiency tenants. Additionally, I (We) certify that all communications provided to Eligible Applicants and Eligible Households at the Development referenced in this Application are provided in a manner that is effective for persons with hearing, visual, and other communications-related disabilities consistent with Section 504 of the Rehabilitation Act of 1973 and, as applicable, the Americans with Disabilities Act.

I (We) certify that Development staff will assist 811 PRA tenants with annual re-certification of income and program requirements as required by HUD; property staff are familiar with HUD income verification requirements and tenant re-certification policies as published in the HUD Handbook 4350.3 REV-1.

I (We) certify that Development staff has the capacity and agrees to participate in the Tenant Rental Assistance Certification System for Section 811 PRA tenants. I (We) certify that if TDHCA procures a third party for one or more duties of the 811 PRA program, the Development will respond and comply with that third party in all ways as required of their obligations to TDHCA.
I (We) certify that the Development will obtain and maintain any information technology systems required of the PRA Program will be utilized at the Development at no expense to the TDHCA.

I (We) certify that any updated screening, eligibility, lease addenda or fee criteria established for tenants of the identified Development in this Application will be provided to TDHCA 30 days prior to property implementation; additionally, upon request TDHCA will receive copies of tenant recertifications completed by property staff.

I (We) certify that TDHCA will receive upon request any notices advising of property or resident rental increases.

I (We) certify that a copy of the Development's property management plan, tenant selection criteria (or plan) and Affirmative Fair Housing Marketing plan will be provided to and discussed with onsite Development staff.

By:  
Signature of Authorized Representative

________________________
Thomas E. Huth

Printed Name

________________________
Authorized Representative

Title

________________________
Date  1-22-2018

The State of Texas  

COUNTY OF  

Before me, a notary public, on this day personally appeared Thomas E. Huth, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared and certified that the statements therein contained are true and correct. GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22nd day of January, 2018.

JULIE MARTIN
Notary Public Signature

MY COMMISSION EXPIRES APRIL 9, 2018
Tab 20 – Existing Dev Info

Not Applicable
Tab 21 – Occupied Rehab Developments

Not Applicable
Tab 22 – Architectural Drawings
<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><code>Architectural Drawings Must be Submitted Behind this Tab [§10.204(b)(9)]</code></td>
<td></td>
</tr>
<tr>
<td><code>(If development is scattered site, consult staff.)</code></td>
<td></td>
</tr>
</tbody>
</table>

- **Site Plan** which:
  - states the size of the site on its face
  - includes a unit and building type table matrix that is consistent with the Rent Schedule and Building and Unit Configuration forms in labeling the buildings, stating sizes, etc.
  - identifies all residential and common buildings and labels them consistently with the Building/Unit Type Configuration form
  - clearly delineates the flood plain boundary lines or states there is no floodplain
  - identifies all easements, regardless of how they are held
  - indicates placement of detention/retention pond(s) or states there are no detention ponds
  - indicates the location and number of parking spaces, garages and carports
  - indicates the location and number of accessible parking spaces (review application webinar)
  - includes information regarding local parking requirements
  - indicates compliant accessible routes
  - includes a unit and building type table matrix that indicates the distribution of accessible Units
  - n/a describes if applicable how flood mitigation or other required mitigation will be accomplished.

- **Residential Building** floor plans should include the following, building by building:
  - separate tabulation of the square footage of each of these areas: breezeways, corridors, utility closets, porches and patios, and any other square footage not included in NRA
  - location of accessible units

- **Common Building** floor plans should include the following, building by building:
  - tabulation of the square footage of conditioned (heated and cooled) spaces that are accessible to tenants, e.g., offices for tenant/management contact, clubrooms, kitchens, exercise rooms, laundries, etc. (state each area separately).
  - tabulation of the square footage of conditioned areas that are restricted to employees, only, e.g., administrative offices, maintenance areas, etc. (state each area separately).
  - tabulation of the square footage of unconditioned areas that are accessible to tenants, e.g., porches, patios, mailbox areas, etc. (state each area separately)
  - tabulation of the square footage of unconditioned areas that are restricted to employees, only, e.g., maintenance areas, equipment rooms, storage, etc. (state each area separately)

- **For Supportive Housing only**, specification of space to be used for 50 sq ft/unit common space

- **Unit floor plans for each type of Unit**
  - 5% of each Unit type are accessible to tenants with a mobility impairment, and 2% are accessible to tenants with a vision or hearing impairment
  - All Units accessed by the ground floor or by elevator comply with the visitability requirements of 10.101(b)(8)(B)(iii)

- **Elevations for each side of each building type and must include:**
  - a percentage estimate of the exterior composition of each elevation
  - roof pitch

- n/a Photos of building elevations (Rehab and Adaptive Reuse not altering the unit configuration)
July 10, 2018

TDHCA
Ben Sheppard
TDHCA – Specialist, Multifamily Finance
ben.sheppard@tdhca.state.tx.us

RE: TDHCA #18024, Palladium Celina Senior Living; Deficiency Notice dated July 7, 2018

Ben,

This letter is in response to your Deficiency Notice dated July 7, 2018. Below I have listed each item and provided its respective response labeled underneath.

Request: 1. Submit receipt for the $50,000 that was due April 30, 2018.
Response: See the attached executed 4th Amendment to the Purchase Contract that moved the date for the $50,000 to be deposited to December 1, 2018.

Request: 2. Explain why the site plan indicates 9.831 acres instead of 9.0 as indicated in Site Information Form Part III, including a specific and precise explanation of the difference between 9.831 acres and 9.0 acres.
Response: As discussed on the phone, the site is 9.831 acres and is consistent on the Site Information Form Part III with the Site Plan.

Request: 3. Explain the trash collection process.
Response: Our management company will collect trash outside of residents units and deposit in dumpsters twice a week.

Request: 4. Explain the reference to a lease in the purchase contract; particularly, detail any improvements currently used for habitation or commerce and the uses of these improvements.
Response: There currently is a small house on the site that is under lease and someone is living there. That house will be vacated subject to the terms of the Purchase Contract and demolished during our construction process.

Request: 5. If the interior courtyard is not covered, submit interior (courtyard) building elevations.
Response: See the attached interior courtyard building elevations.

Response: As discussed on the phone, the A2 ADA unit plan is on page 180 of the application. Also, we do not have any ADA units in the A1 floor plan. All of our ADA units for one bedroom units are in the A2 floor plan.

Please contact me at 972-774-4400 or tom@palladiumusa.com if you need any additional information.

Sincerely,

Thomas E. Huth
Authorized Representative
Palladium Celina Senior Living, Ltd.
NOTES:
1. OWNER COMMITS TO PROVIDING SITE AMENITIES TO SATISFY THE REQUIREMENTS OF THE QAP.
2. THE ENTIRE SITE IS WITHIN ZONE X.
3. NO DETENTION WILL BE REQUIRED.
Because both stormwater pipe extensions to the subject property appear to be sized for fully developed stormwater runoff per the City’s current drainage manual, on-site stormwater detention should not be required. No onsite stormwater extensions are anticipated.
LEVEL 1

STO./MECH.

LEVEL 2

LAUNDRY

LEVEL 3

HUMPHREYS & PARTNERS ARCHITECTS, L.P.
5339 Alpha Rd., Suite 300, Dallas, TX 75240  |  972.701.9636  |  www.humphreys.com

PALLADIUM USA

BLDG TYPE 1 - TYPICAL FLOOR PLAN

PALLADIUM CELINA SENIOR LIVING
DELAKE, TX

January 22, 2018

SCALE: 1/16" = 1'-0"

(24"x36" SHEET)

GROSS AREA: 47,257 SQ. FT.
CIRCULATION/STO. AREA: 7,043 SQ. FT.
BALCONIES AREA: 3,173 SQ. FT.
LAUNDRY: 320 SQ. FT.
NET AREA: 37,361 SQ. FT.

1 ACCESSIBLE 2BR UNIT @ 2ND FLOOR
1 ACCESSIBLE 1BR UNITS @ 2ND FLOOR
1 ACCESSIBLE 1BR UNITS @ 3RD FLOOR
1 ACCESSIBLE HEARING / VISUAL 1BR UNIT @ 2ND FLOOR
Tab 23 – Specifications and Building/Unit Configuration
## Specifications and Building/Unit Type Configuration

**Building Configuration (Check all that apply):**
- Single Family Construction
- SRO Transitional (per §42(i)(3)(B))
- Duplex
- Scattered Site
- Fourplex
- Townhome
- > 4 Units Per Building

**Development will have:**
- Fire Sprinklers
- Elevators
- 

<table>
<thead>
<tr>
<th>Number of Elevators</th>
<th>Wt. Capacity</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>3,500</td>
</tr>
</tbody>
</table>

**Number of Parking Spaces (consistent with Architectural Drawings):**
- Free
- Paid

<table>
<thead>
<tr>
<th>Type</th>
<th>Free</th>
<th>Paid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shed or Flat Roof Carport Spaces</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Attached Garage Spaces</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Uncovered Spaces</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Structured Parking Garage Spaces</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Floor Composition/Wall Height:**
- % Carpet/Vinyl/Resilient Flooring: 100
- 9' Ceiling Height
- % Ceramic Tile

**Upper Floor(s) Ceiling Height (Townhome Only):**
- % Other

<table>
<thead>
<tr>
<th>Building Label</th>
<th>Number of Stories</th>
<th>Number of Buildings</th>
<th>Total # of Residential Buildings</th>
<th>Total # of Units</th>
<th>Total Sq Ft for Unit Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>72</td>
<td>54,000</td>
</tr>
<tr>
<td>B1</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>48</td>
<td>45,600</td>
</tr>
</tbody>
</table>

**Unit Type Configuration:**
- Unit Label
- # of Bedrooms
- # of Baths
- Sq. Ft. Per Unit
- Number of Units Per Building
- Total # of Units
- Total Sq Ft for Unit Type

### Totals
- 120
- 99,600

**Net Rentable Square Footage from Rent Schedule**: 99,600

### Supportive Housing Applicants Only

- Enter the total development common area from the architect’s plans:
- Ensure that this number matches your architectural drawings.

### The additional square footage allowed for Supportive Housing per 11.9(e)(2)

### The lesser of these two numbers added to NRA:

<table>
<thead>
<tr>
<th>Use this number to figure points under 11.9(e)(2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>99,600</td>
</tr>
</tbody>
</table>

**If a revised form is submitted, date of submission:**

### Enter the total development common area from the architect’s plans:
Tab 23a. – Mobility Units
Accessible Mobility Units Calculation

Include this worksheet in the Application (or a signed and certified worksheet provided by your accessibility professional that shows the calculations).

To the maximum extent feasible and subject to reasonable health and safety requirements, accessible units must be:
(1) Distributed throughout the Unit types AND the Development; and
(2) Made available in a sufficient range of sizes and amenities so that the choice of living arrangements of qualified persons with Disabilities is, as a whole, comparable to that of other persons eligible for housing assistance under the same program.

Multifamily Housing Developments covered by 10 TAC 10.101(b)(8)(A) must have a minimum of 5% of all units in the development set aside for the mobility impaired and an additional 2% must be set aside for the hearing and/or visually impaired.

<table>
<thead>
<tr>
<th>Mobility</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Description</td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>1/1 (750 sqft)</td>
<td>72</td>
<td>5%</td>
<td>3.6</td>
<td>3.6</td>
<td>4</td>
</tr>
<tr>
<td>2/2 (950 sqft)</td>
<td>48</td>
<td>5%</td>
<td>2.4</td>
<td>2.4</td>
<td>2</td>
</tr>
<tr>
<td>C</td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>D</td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>E</td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>120</td>
<td>6</td>
<td>6</td>
<td>6</td>
<td>6</td>
<td>6</td>
</tr>
</tbody>
</table>

*NOTE: If total is more than what is required, Applicant will select which Unit(s) not to include Under "Units Proposed"

EXAMPLE:

<table>
<thead>
<tr>
<th>Unit Description</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/1 (874sqft &amp; 806)</td>
<td>68</td>
<td>5%</td>
<td>3.4</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>2/2 (950 sqft &amp; 100)</td>
<td>36</td>
<td>5%</td>
<td>1.8</td>
<td>1.8</td>
<td>2</td>
</tr>
<tr>
<td>3/2 (1120 sqft &amp; 11)</td>
<td>4</td>
<td>5%</td>
<td>0.2</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>D</td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>E</td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>68</td>
<td>3.4</td>
<td>4.2</td>
<td>4</td>
<td>4</td>
<td></td>
</tr>
</tbody>
</table>

*NOTE: Required is 4, but calculation yields 4.2. Applicant selected which to round down Under "Units Proposed"

By signing below, I (WE) certify that the information above meets the requirements in Section 504 of the Rehabilitation Act of 1973 and implemented at 24 C.F.R. Part 8 as described in 10 TAC Chapter 1, Subchapter B. At least five percent (5%) of all dwelling units will be designed and built to be accessible for persons with mobility impairments.

By: [Signature]
Printed Name: [Name]
Firm Name (If applicable): [Firm Name]
Date: [Date]
Tab 23b. – HV Units
**Accessible Hearing/Visual Units Calculation**

Include this worksheet in the Application (or a signed and certified worksheet provided by your accessibility professional that shows the calculations).

To the maximum extent feasible and subject to reasonable health and safety requirements, accessible units must be:

1. Distributed throughout the Unit types AND the Development; and
2. Made available in a sufficient range of sizes and amenities so that the choice of living arrangements of qualified persons with Disabilities is, as a whole, comparable to that of other persons eligible for housing assistance under the same program.

Multifamily Housing Developments covered by 10 TAC 10.101(b)(8)(A) must have a minimum of 5% of all units in the development set aside for the mobility impaired and an additional 2% must be set aside for the hearing and/or visually impaired.

<table>
<thead>
<tr>
<th>Unit Description</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required (Rounded)</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/1 (750 sqft)</td>
<td>72</td>
<td>2%</td>
<td>1.44</td>
<td>1.44</td>
<td>2</td>
</tr>
<tr>
<td>2.2 (950 sqft)</td>
<td>48</td>
<td>2%</td>
<td>0.96</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>120</td>
<td></td>
<td>2.4</td>
<td>2.44</td>
<td>3</td>
</tr>
</tbody>
</table>

*NOTE: If total is more than what is required, Applicant will select which to include under "Units Proposed"*

**EXAMPLE**

<table>
<thead>
<tr>
<th>Unit Description</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required (Rounded)</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/1</td>
<td>68</td>
<td>2%</td>
<td>1.36</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1/1</td>
<td>28</td>
<td>2%</td>
<td>0.56</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>2/2</td>
<td>36</td>
<td>2%</td>
<td>0.72</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>3/3</td>
<td>4</td>
<td>2%</td>
<td>0.08</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>D</td>
<td>2%</td>
<td>0</td>
<td></td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>E</td>
<td>2%</td>
<td>0</td>
<td></td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>68</td>
<td></td>
<td>1.36</td>
<td>3</td>
<td>2</td>
</tr>
</tbody>
</table>

*NOTE: Required is 2, but calculation yields 3. Applicant selected which Unit(s) to include under "Units Proposed"*

By signing below, I (WE) certify that the information above meets the requirements in Section 504 of the Rehabilitation Act of 1973 and implemented at 24 C.F.R. Part 8 as described in 10 TAC Chapter 1, Subchapter B. At least two percent (2%) of all dwelling units will be designed and built to be accessible for persons with hearing and/or visual impairment.

**By:**

Signature: __________

Printed Name: __________

Date: __________

Firm Name (If applicable):"}

**Hudspeth + Partners Architects, L.P.**
Tab 23c. – Parking
Accessible Parking Calculation

Include this worksheet in the Application (or a signed and certified worksheet provided by your accessibility professional that shows the calculations).

Parking requirements based on:
data/2011data.pdf

There must be one accessible space per accessible Unit located on the closest route to the Unit (ADA).

When parking is provided for leasing office and amenities, use ADA Table 208.2 to calculate.

When calculating additional spaces needed, use whichever yields the larger number of spaces.

If you have different kinds of parking, e.g. lot, carport, and garages, each has to meet the standards individually.

If there is a separate amenity (e.g. a pavilion in the back corner of property) that provides non-accessible spaces, at least one space would need to be an accessible.

Use this chart to indicate number of parking spaces provided.

<table>
<thead>
<tr>
<th>Total # of Spaces:</th>
<th>180</th>
<th>Percentage of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surface lot</td>
<td>180</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>180</td>
<td>100</td>
</tr>
</tbody>
</table>

Use this chart to figure out accessible parking requirements.

chart above must be completed first

In C32, enter the total number of accessible spaces required
(see Application Webinar, Part 3, from 0:00 – 14:20, or webinar slides starting at slide 136)

In D33, enter the number of units required per accessible Unit in the surface lot

In column F, distribute required van spaces among the different parking facilities

Use this chart to indicate number of parking spaces provided.

<table>
<thead>
<tr>
<th>Total # of Spaces:</th>
<th>450</th>
<th>Percentage of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surface lot</td>
<td>300</td>
<td>0.666666667</td>
</tr>
<tr>
<td>Carports</td>
<td>100</td>
<td>0.222222222</td>
</tr>
<tr>
<td>Garages</td>
<td>50</td>
<td>0.111111111</td>
</tr>
<tr>
<td>Facility 4</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Facility 5</td>
<td>450</td>
<td>100</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th># Accessible Spaces:</th>
<th>16</th>
<th>Distribution</th>
<th>Van Spaces</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surface lot</td>
<td>10.6666667</td>
<td>10</td>
<td>1</td>
</tr>
<tr>
<td>Carports</td>
<td>3.5555556</td>
<td>4</td>
<td>1</td>
</tr>
<tr>
<td>Garages</td>
<td>1.7777778</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>Facility 4</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Facility 5</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Total</td>
<td>16</td>
<td>16</td>
<td>3</td>
</tr>
</tbody>
</table>

By signing below, I (WE) certify that the information above meets the requirements in the 2010 ADA Standards for Accessible Design Title III regulations at 28 CFR part 36, subpart D, and the 2004 ADA Accessibility Guidelines at 36 CFR part 1191, appendices B and D. There will be at least one accessible spot per accessible unit located on the closest route to the accessible unit. For every 6 or fraction of 6 accessible spaces required, at least one will be van accessible. Accessible spaces will be dispersed amongst the parking types provided.

By: [Signature]
Date: [Jan. 22, 2018]

Printed Name: [First Name]
Firm Name: [Ingham+Pappas Architects, Inc.]
Part 4 – Development Financing
(Tabs 24-35)
Tab 24 – Rent Schedule
Rent Schedule

<table>
<thead>
<tr>
<th></th>
<th>HTC Units</th>
<th>MF Direct Units</th>
<th>National HTF Units</th>
<th>TDHCA MRB Units</th>
<th>Other/Subsidy</th>
<th># of Units</th>
<th># of Bedrooms</th>
<th># of Baths</th>
<th>Unit Size (Net Rentable Sq. Ft.)</th>
<th>Total Net Rentable Sq. Ft.</th>
<th>Program Rent Limit</th>
<th>Tenant Paid Utility Allow.</th>
<th>Rent Collected/Unit</th>
<th>Total Monthly Rent</th>
</tr>
</thead>
<tbody>
<tr>
<td>TC 30%</td>
<td>4</td>
<td>1</td>
<td>1.0</td>
<td>750</td>
<td>3,000</td>
<td>413</td>
<td>34</td>
<td>379</td>
<td>1,516</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TC 50%</td>
<td>28</td>
<td>1</td>
<td>1.0</td>
<td>750</td>
<td>21,000</td>
<td>688</td>
<td>34</td>
<td>654</td>
<td>18,312</td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>TC 60%</td>
<td>28</td>
<td>1</td>
<td>1.0</td>
<td>750</td>
<td>21,000</td>
<td>826</td>
<td>34</td>
<td>792</td>
<td>22,176</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MR</td>
<td>12</td>
<td>1</td>
<td>1.0</td>
<td>750</td>
<td>9,000</td>
<td>900</td>
<td>0</td>
<td>0</td>
<td>10,800</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>TC 30%</td>
<td>6</td>
<td>2</td>
<td>2.0</td>
<td>950</td>
<td>5,700</td>
<td>495</td>
<td>42</td>
<td>453</td>
<td>2,718</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>TC 50%</td>
<td>11</td>
<td>2</td>
<td>2.0</td>
<td>950</td>
<td>10,450</td>
<td>826</td>
<td>42</td>
<td>784</td>
<td>8,624</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TC 60%</td>
<td>20</td>
<td>2</td>
<td>2.0</td>
<td>950</td>
<td>19,000</td>
<td>991</td>
<td>42</td>
<td>949</td>
<td>18,980</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>MR</td>
<td>11</td>
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<td>950</td>
<td>10,450</td>
<td>1,075</td>
<td>0</td>
<td>1,075</td>
<td>11,825</td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

**Rent Designations (select from Drop down menu)**

**Private Activity Bond Priority (For Tax-Exempt Bond Developments ONLY):**

- **Self Score Total:** 120

Unit types must be entered from smallest to largest based on "# of Bedrooms" and "Unit Size", then within the same "# of Bedrooms" and "Unit Size" from lowest to highest "Rent Collected/Unit".

Non Rental Income $0.00 per unit/month for:

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Non Rental Income</td>
<td>18.04 per unit/month for:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Non Rental Income</td>
<td>9.10 per unit/month for:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

+ **TOTAL NONRENTAL INCOME** $27.14

= **POTENTIAL GROSS MONTHLY INCOME** 98,208

- Provision for Vacancy & Collection Loss % of Potential Gross Income: 7.50% (7,366)

- Rental Concessions (enter as a negative number) Enter as a negative value

= **EFFECTIVE GROSS MONTHLY INCOME** 90,842

x12 = **EFFECTIVE GROSS ANNUAL INCOME** 1,090,109

If a revised form is submitted, date of submission: 217464.075
### Rent Schedule (Continued)

<table>
<thead>
<tr>
<th>HOUSING TAX CREDITS</th>
<th>% of LI</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>TC30%</td>
<td>10%</td>
<td>8%</td>
</tr>
<tr>
<td>TC40%</td>
<td>0</td>
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<tr>
<td>TC50%</td>
<td>40%</td>
<td>33%</td>
</tr>
<tr>
<td>TC60%</td>
<td>49%</td>
<td>40%</td>
</tr>
<tr>
<td>HTC Li Total</td>
<td></td>
<td></td>
</tr>
<tr>
<td>EO</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>MR</td>
<td>23</td>
<td></td>
</tr>
<tr>
<td>MR Total</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Units</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>MORTGAGE REVENUE BOND</th>
<th>% of LI</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>MRB30%</td>
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<td></td>
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<tr>
<td>MRB40%</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>MRB50%</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>MRB60%</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>MRB Li Total</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MRBMR</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>MRBMR Total</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MRB Total</td>
<td></td>
<td></td>
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<table>
<thead>
<tr>
<th>BEDROOMS</th>
<th>% of LI</th>
<th>% of Total</th>
</tr>
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<tbody>
<tr>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>72</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>48</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>0</td>
<td></td>
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<td>4</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>0</td>
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<table>
<thead>
<tr>
<th>NATIONAL HOUSING TRUST FUND</th>
<th>% of LI</th>
<th>% of Total</th>
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<tbody>
<tr>
<td>HTF30%</td>
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<td></td>
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<tr>
<td>HTF40%</td>
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<td>HTF50%</td>
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<td></td>
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<tr>
<td>HTF60%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>HTF80%</td>
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<td>HTF Li Total</td>
<td></td>
<td></td>
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<tr>
<td>MR</td>
<td>23</td>
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</tr>
<tr>
<td>MR Total</td>
<td></td>
<td></td>
</tr>
<tr>
<td>HTF Total</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DIRECT LOAN</th>
<th>% of LI</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Direct Loan Li Total</td>
<td></td>
<td></td>
</tr>
<tr>
<td>EO</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>MR</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>MR Total</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Direct Loan Total</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>OTHER</th>
<th>Total OT Units</th>
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<tr>
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<td>0</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>ACQUISITION + HARD</th>
<th>Cost Per Sq Ft</th>
</tr>
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<tbody>
<tr>
<td></td>
<td>$120.79</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>HARD</th>
<th>Cost Per Sq Ft</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>$120.79</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>BUILDING</th>
<th>Cost Per Sq Ft</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$91.27</td>
</tr>
</tbody>
</table>

DO NOT USE THIS CALCULATION TO SCORE POINTS UNDER 11.9(e)(2). At the end of the Development Cost Schedule, you will have the ability to adjust your eligible costs to qualify. Points will be entered there.
Tab 25 – Utility Allowances
Utility Allowances [§10.614]

Applicant must attach to this form as documentation to support the “Utility Allowance” estimate used in completing the Rent Schedule provided in the Application. Where the Applicant uses any method that requires Department review, such review must have been requested prior to submission of the Application. Please see 10 TAC §10.614. This exhibit must clearly indicate which utility costs are included in the estimate.

If tenants will be required to pay any other mandatory fees (e.g. renter’s insurance) please provide an estimate, description and documentation of those as well.

<table>
<thead>
<tr>
<th>Utility</th>
<th>Who Pays</th>
<th>Energy Source</th>
<th>0BR</th>
<th>1BR</th>
<th>2BR</th>
<th>3BR</th>
<th>4BR</th>
<th>Source of Utility Allowance &amp; Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Heating</td>
<td>Tenant</td>
<td>Electric</td>
<td>$ 16</td>
<td>$ 18</td>
<td></td>
<td></td>
<td></td>
<td>Approved HUD UA Model 1/18/18</td>
</tr>
<tr>
<td>Cooking</td>
<td>Tenant</td>
<td>Electric</td>
<td>$  2</td>
<td>$  3</td>
<td></td>
<td></td>
<td></td>
<td>Approved HUD UA Model 1/18/18</td>
</tr>
<tr>
<td>Other Electric</td>
<td>Tenant</td>
<td>Electric</td>
<td>$  7</td>
<td>$ 10</td>
<td></td>
<td></td>
<td></td>
<td>Approved HUD UA Model 1/18/18</td>
</tr>
<tr>
<td>Air Conditioning</td>
<td>Tenant</td>
<td>Electric</td>
<td>$  4</td>
<td>$  5</td>
<td></td>
<td></td>
<td></td>
<td>Approved HUD UA Model 1/18/18</td>
</tr>
<tr>
<td>Water Heater</td>
<td>Tenant</td>
<td>Electric</td>
<td>$  4</td>
<td>$  6</td>
<td></td>
<td></td>
<td></td>
<td>Approved HUD UA Model 1/18/18</td>
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<tr>
<td>Water</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sewer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
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<td>Trash</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Flat Fee</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Paid by Tenant</strong></td>
<td></td>
<td></td>
<td>$ -</td>
<td>$33</td>
<td>$41</td>
<td>$ -</td>
<td>$ -</td>
<td></td>
</tr>
</tbody>
</table>

Rent Schedule uses 34 and 42 - bps

If a revised form is submitted, date of submission: ____________________________
Ryan Combs  
Palladium USA  
Dallas, Texas  
rcombs@palladiumusa.com

RE: 2018 HTC Application – proposed site located in Celina, Texas  

HTC File#: TBD

Dear Mr. Combs:

The Texas Department of Housing and Community Affairs has received a request submitted for proposed a 2018 Housing Tax Credit (“HTC”), located in Celina, to calculate the utility allowance using the HUD Utility Schedule Model in accordance with the 10TAC§10.614(k). This allowance is calculated based on the following representations:

1. That the buildings are not HUD-Regulated;
2. That the building(s) are not RHS assisted or have RHS assisted tenants;
3. That the residents are financially responsible for electricity and that the utility is not paid to or through the owner of the building based on an allocation formula or RUBS;
4. That the only building type is Apartments 5+; and,
5. The unit types are one, two, and three bedroom.

In accordance with Treasury Regulation §1.42-10, the utility allowance for those units occupied by Section 8 voucher holders remains the applicable Public Housing Authority utility allowance established from where the resident receives the assistance.

Please see attached schedule dated January 18, 2018. This allowance can be used for underwriting purposes. If you are successful in obtaining an allocation, to utilize the HUD Utility Schedule Model to establish the initial utility allowance for the Development, the Owner must submit utility allowance documentation for Department approval, at minimum, 90 days prior to the commencement of leasing activities.

If you have any further questions, please contact Cody Campbell toll free in Texas at (800) 643-8204, directly at (512) 475-4603, or email: cody.campbell@tdhca.state.tx.us.

Sincerely,

Cody Campbell  
Compliance Administrator
## Allowances for Tenant-Furnished Utilities and Other Services

**Locality:** Palladium Celina  
**Green Discount:** None  
**Unit Type:** Larger Apartment Bldgs. (5+ units)  
**Date:** 1/18/2018

<table>
<thead>
<tr>
<th>Utility or Service</th>
<th>Monthly Dollar Allowances</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>0 BR</td>
</tr>
<tr>
<td><strong>Space Heating</strong></td>
<td></td>
</tr>
<tr>
<td>Natural Gas</td>
<td></td>
</tr>
<tr>
<td>Bottled Gas</td>
<td></td>
</tr>
<tr>
<td>Electric Resistance</td>
<td><strong>$16.43</strong></td>
</tr>
<tr>
<td>Electric Heat Pump</td>
<td></td>
</tr>
<tr>
<td>Fuel Oil</td>
<td></td>
</tr>
<tr>
<td><strong>Cooking</strong></td>
<td></td>
</tr>
<tr>
<td>Natural Gas</td>
<td></td>
</tr>
<tr>
<td>Bottled Gas</td>
<td></td>
</tr>
<tr>
<td>Electric</td>
<td><strong>$1.88</strong></td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
<tr>
<td><strong>Other Electric</strong></td>
<td></td>
</tr>
<tr>
<td>Air Conditioning</td>
<td><strong>$7.08</strong></td>
</tr>
<tr>
<td><strong>Water Heating</strong></td>
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</tr>
<tr>
<td>Natural Gas</td>
<td></td>
</tr>
<tr>
<td>Bottled Gas</td>
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</tr>
<tr>
<td>Electric</td>
<td><strong>$3.54</strong></td>
</tr>
<tr>
<td>Fuel Oil</td>
<td></td>
</tr>
<tr>
<td><strong>Water</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Sewer</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Trash Collection</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Range/Microwave</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Refrigerator</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Other - specify</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$33.38</strong></td>
</tr>
<tr>
<td><strong>Total Allowance (Rounded Up)</strong></td>
<td><strong>$34.00</strong></td>
</tr>
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</table>
Tab 26 – Annual Operating Expenses
### ANNUAL OPERATING EXPENSES

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>General &amp; Administrative Expenses</td>
<td></td>
</tr>
<tr>
<td>Accounting</td>
<td>$10,000</td>
</tr>
<tr>
<td>Advertising</td>
<td>$18,526</td>
</tr>
<tr>
<td>Legal fees</td>
<td>$4,383</td>
</tr>
<tr>
<td>Leased equipment</td>
<td>$6,000</td>
</tr>
<tr>
<td>Postage &amp; office supplies</td>
<td>$7,506</td>
</tr>
<tr>
<td>Telephone</td>
<td>$6,500</td>
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<tr>
<td>Other Computer and Related</td>
<td>$7,101</td>
</tr>
<tr>
<td>Other Compliance Consultant</td>
<td>$10,080</td>
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<tr>
<td>Total General &amp; Administrative Expenses:</td>
<td>$70,096</td>
</tr>
<tr>
<td>Management Fee: Percent of Effective Gross Income</td>
<td>$43,604</td>
</tr>
<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td></td>
</tr>
<tr>
<td>Management</td>
<td>$79,012</td>
</tr>
<tr>
<td>Maintenance</td>
<td>$94,815</td>
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<tr>
<td>Other</td>
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</tr>
<tr>
<td>Total Payroll, Payroll Tax &amp; Employee Benefits:</td>
<td>$173,827</td>
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<tr>
<td>Repairs &amp; Maintenance</td>
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<tr>
<td>Elevator</td>
<td>$4,896</td>
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<tr>
<td>Exterminating</td>
<td>$1,466</td>
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<td>Grounds</td>
<td>$9,038</td>
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<tr>
<td>Make-ready</td>
<td>$42,360</td>
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<tr>
<td>Repairs</td>
<td>$29,419</td>
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<td>Pool</td>
<td>$2,443</td>
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<tr>
<td>Other</td>
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</tr>
<tr>
<td>Total Repairs &amp; Maintenance:</td>
<td>$89,622</td>
</tr>
<tr>
<td>Utilities (Enter Only Property Paid Expense)</td>
<td></td>
</tr>
<tr>
<td>Electric</td>
<td>$22,963</td>
</tr>
<tr>
<td>Natural gas</td>
<td></td>
</tr>
<tr>
<td>Trash</td>
<td>$8,794</td>
</tr>
<tr>
<td>Water/Sewer</td>
<td>$49,766</td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
<tr>
<td>Total Utilities:</td>
<td>$81,523</td>
</tr>
<tr>
<td>Annual Property Insurance:</td>
<td>Rate per net rentable square foot: $0.33</td>
</tr>
<tr>
<td>Property Taxes:</td>
<td></td>
</tr>
<tr>
<td>Published Capitalization Rate:</td>
<td>Source:</td>
</tr>
<tr>
<td>Annual Property Taxes</td>
<td>$117,000</td>
</tr>
<tr>
<td>Payments in Lieu of Taxes</td>
<td></td>
</tr>
<tr>
<td>Total Property Taxes:</td>
<td>$117,000</td>
</tr>
<tr>
<td>Reserve for Replacements:</td>
<td>Annual reserves per unit: $250</td>
</tr>
<tr>
<td>Other Expenses</td>
<td></td>
</tr>
<tr>
<td>Cable TV</td>
<td></td>
</tr>
<tr>
<td>Supportive Services (Staffing/Contracted Services)</td>
<td></td>
</tr>
<tr>
<td>TDHCA Compliance fees</td>
<td>$3,880</td>
</tr>
<tr>
<td>TDHCA Bond Administration Fees (TDHCA as Bond Issuer Only)</td>
<td></td>
</tr>
<tr>
<td>Security</td>
<td></td>
</tr>
<tr>
<td>Other Franchise Tax</td>
<td>$199</td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
<tr>
<td>Total Other Expenses:</td>
<td>$4,079</td>
</tr>
<tr>
<td>TOTAL ANNUAL EXPENSES:</td>
<td>Expense per unit: $5356</td>
</tr>
<tr>
<td>Expense to Income Ratio:</td>
<td>58.96%</td>
</tr>
<tr>
<td>NET OPERATING INCOME (before debt service)</td>
<td>$447,358</td>
</tr>
<tr>
<td>Annual Debt Service</td>
<td></td>
</tr>
<tr>
<td>1st Mortgage</td>
<td>$389,005</td>
</tr>
<tr>
<td>TOTAL ANNUAL DEBT SERVICE</td>
<td>Debt Coverage Ratio: 1.15</td>
</tr>
<tr>
<td>NET CASH FLOW</td>
<td>$58,353</td>
</tr>
</tbody>
</table>

If a revised form is submitted, date of submission: [ ]
Tab 27 – 15 Year Pro Forma
# 15 Year Rental Housing Operating Pro Forma (All Programs)

The pro forma should be based on the operating income and expense information for the base year (first year of stabilized occupancy using today’s best estimates of market rents, restricted rents, rental income and expenses), and principal and interest debt service. The Department uses an annual growth rate of 2% for income and 3% for expenses. Written explanation for any deviations from these growth rates or for assumptions other than straight-line growth made during the proforma period should be attached to this exhibit.

## INCOME

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$1,139,412</td>
<td>$39,084</td>
<td>$1,178,496</td>
<td>($88,387)</td>
<td>$0</td>
<td>$1,090,109</td>
</tr>
<tr>
<td>2</td>
<td>$1,162,200</td>
<td>$39,866</td>
<td>$1,202,066</td>
<td>($90,155)</td>
<td>$0</td>
<td>$1,111,911</td>
</tr>
<tr>
<td>3</td>
<td>$1,185,444</td>
<td>$40,663</td>
<td>$1,226,107</td>
<td>($91,958)</td>
<td>$0</td>
<td>$1,134,149</td>
</tr>
<tr>
<td>4</td>
<td>$1,209,153</td>
<td>$41,476</td>
<td>$1,250,629</td>
<td>($93,797)</td>
<td>$0</td>
<td>$1,156,832</td>
</tr>
<tr>
<td>5</td>
<td>$1,233,336</td>
<td>$42,306</td>
<td>$1,275,642</td>
<td>($95,673)</td>
<td>$0</td>
<td>$1,179,969</td>
</tr>
<tr>
<td>10</td>
<td>$1,361,703</td>
<td>$46,709</td>
<td>$1,408,412</td>
<td>($105,631)</td>
<td>$0</td>
<td>$1,302,781</td>
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<tr>
<td>15</td>
<td>$1,503,430</td>
<td>$51,571</td>
<td>$1,555,000</td>
<td>($116,625)</td>
<td>$0</td>
<td>$1,438,375</td>
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</table>

## EXPENSES

<table>
<thead>
<tr>
<th>Category</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
<th>Year 10</th>
<th>Year 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>General &amp; Administrative Expenses</td>
<td>$70,096</td>
<td>$72,199</td>
<td>$74,365</td>
<td>$76,596</td>
<td>$78,894</td>
<td>$91,459</td>
<td>$106,026</td>
</tr>
<tr>
<td>Management Fee</td>
<td>$43,604</td>
<td>$44,476</td>
<td>$45,366</td>
<td>$46,273</td>
<td>$47,198</td>
<td>$52,111</td>
<td>$57,535</td>
</tr>
<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$173,827</td>
<td>$179,042</td>
<td>$184,413</td>
<td>$189,945</td>
<td>$195,644</td>
<td>$226,805</td>
<td>$262,929</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
<td>$89,622</td>
<td>$92,311</td>
<td>$95,080</td>
<td>$97,932</td>
<td>$100,870</td>
<td>$116,936</td>
<td>$135,561</td>
</tr>
<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$22,963</td>
<td>$23,652</td>
<td>$24,361</td>
<td>$25,092</td>
<td>$25,845</td>
<td>$29,962</td>
<td>$34,734</td>
</tr>
<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$58,560</td>
<td>$60,317</td>
<td>$62,126</td>
<td>$63,990</td>
<td>$65,910</td>
<td>$76,408</td>
<td>$88,577</td>
</tr>
<tr>
<td>Annual Property Insurance Premiums</td>
<td>$33,000</td>
<td>$33,990</td>
<td>$35,010</td>
<td>$36,060</td>
<td>$37,142</td>
<td>$43,058</td>
<td>$49,915</td>
</tr>
<tr>
<td>Property Tax</td>
<td>$117,000</td>
<td>$120,510</td>
<td>$124,125</td>
<td>$127,849</td>
<td>$131,685</td>
<td>$152,658</td>
<td>$176,973</td>
</tr>
<tr>
<td>Reserve for Replacements</td>
<td>$30,000</td>
<td>$30,900</td>
<td>$31,827</td>
<td>$32,782</td>
<td>$33,765</td>
<td>$39,143</td>
<td>$45,378</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>$4,079</td>
<td>$4,201</td>
<td>$4,327</td>
<td>$4,457</td>
<td>$4,591</td>
<td>$5,322</td>
<td>$6,170</td>
</tr>
<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$642,751</td>
<td>$661,597</td>
<td>$681,001</td>
<td>$700,977</td>
<td>$721,544</td>
<td>$833,862</td>
<td>$963,798</td>
</tr>
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</table>

## DEBT SERVICE

<table>
<thead>
<tr>
<th>Loan Type</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
<th>Year 10</th>
<th>Year 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Deed of Trust Annual Loan Payment</td>
<td>$389,005</td>
<td>$389,005</td>
<td>$389,005</td>
<td>$389,005</td>
<td>$389,005</td>
<td>$389,005</td>
<td>$389,005</td>
</tr>
</tbody>
</table>

## Net Operating Income

<table>
<thead>
<tr>
<th>Year</th>
<th>Net Operating Income</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$447,358</td>
</tr>
<tr>
<td>2</td>
<td>$450,313</td>
</tr>
<tr>
<td>3</td>
<td>$453,149</td>
</tr>
<tr>
<td>4</td>
<td>$455,855</td>
</tr>
<tr>
<td>5</td>
<td>$458,425</td>
</tr>
<tr>
<td>10</td>
<td>$468,919</td>
</tr>
<tr>
<td>15</td>
<td>$474,577</td>
</tr>
</tbody>
</table>

## Debt Coverage Ratio

<table>
<thead>
<tr>
<th>Year</th>
<th>Debt Coverage Ratio</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1.15</td>
</tr>
<tr>
<td>2</td>
<td>1.16</td>
</tr>
<tr>
<td>3</td>
<td>1.16</td>
</tr>
<tr>
<td>4</td>
<td>1.17</td>
</tr>
<tr>
<td>5</td>
<td>1.18</td>
</tr>
<tr>
<td>10</td>
<td>1.21</td>
</tr>
<tr>
<td>15</td>
<td>1.22</td>
</tr>
</tbody>
</table>

By signing below I (we) are certifying that the above 15 Year pro forma, is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on the bank’s current underwriting parameters and consistent with the loan terms indicated in the term sheet and preliminarily considered feasible pending further diligence review. The debt service for each year maintains no less than a 1.15 debt coverage ratio. (Signature only required if using this pro forma for points under §11.9(e)(1) relating to Financial Feasibility)

David N. Payne  
Phone: (214) 220-6171  
Email: davidn.payne@regions.com  
Date: 01/22/2018
Tab 28 – Offsite Costs

Breakdown
### Off-Site Cost Breakdown

This form must be submitted with the Development Cost Schedule if the development has offsite costs, whether those costs are included in the budget as a line item, embedded in the acquisition costs, or referenced in utility provider letters. Therefore, the total costs listed on this worksheet may or may not exactly correspond with those off-site costs indicated on the Development Costs Schedule. However, all costs listed here should be able to be justified in another place in the application.

Column A: The offsite activity reflected here should correspond to the offsite activity reflected in the Development Cost Schedule or other supporting documentation.

Columns B and C: In determining actual construction cost, two different methods may be used:

Column D: To arrive at total construction costs in Column D:

Column E: Any proposed activity involving the acquisition of real property, easements, rights-of-way, etc., must have the projected costs of this acquisition for the activity.

Column F: Engineering/architectural costs must be broken out by the offsite work activity.

Column G: Figures for Column G, Total Activity Cost, are obtained by adding together Columns D, E, and F to get the total costs.

**ALL contingency must be included in the Contingency line item on the Development Cost Schedule and NOT on this form**

This form must be completed by a professional engineer licensed to practice in the State of Texas. His or her signature and registration seal must be on the form.**

<table>
<thead>
<tr>
<th>Activity</th>
<th>Labor or Unit Price</th>
<th>Materials or # of Units</th>
<th>Total Construction Costs</th>
<th>Acquisition Costs</th>
<th>Engineering / Architectural Costs</th>
<th>Total Activity Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Signature of Registered Engineer responsible for Budget Justification**

Printed Name: Jonathan Hake  
Date: 1/22/18  
Seal:  
94738  

If a revised form is submitted, date of submission:  
[Blank space]
Tab 29 – Site Work Costs

Breakdown
Site Work Cost Breakdown

This form must be submitted with the Development Cost Schedule as justification of Site Work costs.

**Column A**: The Site Work activity reflected here must match the Site Work activity reflected in the Development Cost Schedule.

**Columns B and C**: In determining actual construction cost, two different methods may be used:
- The construction costs may be broken into labor (Column B) and materials (Column C) for the activity; OR
- The use of unit price (Column B) and the number of units (Column C) data for the activity.

**Column D**: To arrive at total construction costs in Column D:
- If based on labor and materials, add Column B and Column C together to arrive at total construction costs.
- If based on unit price measures, Column B is multiplied by Column C to arrive at total construction costs.

**Column E**: Any proposed activity involving the acquisition of real property, easements, rights-of-way, etc., must have the projected costs of this acquisition for the activity.

**Column F**: Engineering/architectural costs must be broken out by the Site Work activity.

**Column G**: Figures for Column G, Total Activity Cost, are obtained by adding together Columns D, E, and F to get the total costs.

**This form must be completed by a Third-Party engineer licensed to practice in the State of Texas. His or her signature and registration seal must be on the form.**

For Site Work costs that exceed $15,000 per Unit and are included in Eligible Basis, a CPA letter allocating which portions of those site costs should be included in Eligible Basis and which may be ineligible must be submitted behind this tab.

<table>
<thead>
<tr>
<th>Activity</th>
<th>B. Labor or Unit Price</th>
<th>C. Materials or # of Units</th>
<th>D. Total Construction Costs</th>
<th>E. Acquisition Costs</th>
<th>F. Engineering / Architectural Costs</th>
<th>G. Total Activity Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rough Grading</td>
<td>$458,384.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$458,384.00</td>
</tr>
<tr>
<td>Fine Grading</td>
<td>$91,430.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$91,430.00</td>
</tr>
<tr>
<td>On-Site Concrete</td>
<td>$573,289.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$573,289.00</td>
</tr>
<tr>
<td>On-Site Electrical</td>
<td>$137,762.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$137,762.00</td>
</tr>
<tr>
<td>On-Site Utilities</td>
<td>$515,837.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$515,837.00</td>
</tr>
<tr>
<td>Bumper Stops, Striping &amp; Signs</td>
<td>$17,298.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$17,298.00</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$1,794,00</td>
</tr>
</tbody>
</table>

Signature of Registered Engineer: [Signature]
Printed Name: JONATHAN HAKE
Date: [Date]
Seal: [Seal]

If a revised form is submitted, date of submission: [Date]
Tab 30 – Development Cost Schedule
### Development Cost Schedule

This Development Cost Schedule must be consistent with the Summary Sources and Uses of Funds Statement. All Applications must complete the total development cost column and the Tax Payer Identification column. Only HTC applications must complete the Eligible Basis columns and the Requested Credit calculation below:

<table>
<thead>
<tr>
<th>TOTAL DEVELOPMENT SUMMARY</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Cost</td>
<td>Eligible Basis (If Applicable)</td>
</tr>
<tr>
<td></td>
<td>Acquisition</td>
</tr>
</tbody>
</table>

#### ACQUISITION
- Site acquisition cost: 1,450,000
- Closing costs & acq. legal fees: 0
- Other (specify) - see footnote 1: 0
- Other - Broker Fees: 25,000

**Subtotal Acquisition Cost**

|  | $1,475,000 | $0 | $0 |

#### OFF-SITES
- Off-site concrete: 0
- Storm drains & devices: 0
- Water & fire hydrants: 0
- Off-site utilities: 0
- Sewer lateral(s): 0
- Off-site paving: 0
- Off-site electrical: 0
- Other (specify) - see footnote 1: 0
- Other (specify) - see footnote 1: 0

**Subtotal Off-Sites Cost**

|  | $0 | $0 | $0 |

#### SITE WORK
- Demolition: 0
- Asbestos Abatement (Demolition Only): 0
- Detention: 0
- Rough grading: 458,384
- Fine grading: 91,430
- On-site concrete: 573,289
- On-site electrical: 137,762
- On-site paving: 0
- On-site utilities: 515,837
- Decorative masonry: 0
- Bumper stops, striping & signs: 17,298
- Other (specify) - see footnote 1: 0

**Subtotal Site Work Cost**

|  | $1,794,000 | $0 | $1,794,000 |

#### SITE AMENITIES
- Landscaping: 143,716
- Pool and decking: 219,917
- Athletic court(s), playground(s): 48,716
- Fencing: 137,444
- Other (specify) - see footnote 1: 0

**Subtotal Site Amenities Cost**

|  | $549,793 | $0 | $549,793 |
### BUILDING COSTS*

<table>
<thead>
<tr>
<th>Item</th>
<th>Before 11.9(e)(2)</th>
<th>Before 11.9(e)(2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Concrete</td>
<td>1,501,317</td>
<td>1,501,317</td>
</tr>
<tr>
<td>Masonry</td>
<td>371,238</td>
<td>371,238</td>
</tr>
<tr>
<td>Metals</td>
<td>205,860</td>
<td>205,860</td>
</tr>
<tr>
<td>Woods and Plastics</td>
<td>2,178,331</td>
<td>2,178,331</td>
</tr>
<tr>
<td>Thermal and Moisture Protection</td>
<td>128,340</td>
<td>128,340</td>
</tr>
<tr>
<td>Roof Covering</td>
<td>240,314</td>
<td>240,314</td>
</tr>
<tr>
<td>Doors and Windows</td>
<td>543,506</td>
<td>543,506</td>
</tr>
<tr>
<td>Finishes</td>
<td>183,466</td>
<td>183,466</td>
</tr>
<tr>
<td>Specialties</td>
<td>77,521</td>
<td>77,521</td>
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<tr>
<td>Equipment</td>
<td>344,536</td>
<td>344,536</td>
</tr>
<tr>
<td>Furnishings</td>
<td>304,053</td>
<td>304,053</td>
</tr>
<tr>
<td>Special Construction</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Conveying Systems (Elevators)</td>
<td>366,070</td>
<td>366,070</td>
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<tr>
<td>Mechanical (HVAC; Plumbing)</td>
<td>1,223,965</td>
<td>1,223,965</td>
</tr>
<tr>
<td>Electrical</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Detached Community Facilities/Building</td>
<td>477,500</td>
<td>477,500</td>
</tr>
<tr>
<td>Carports and/or Garages</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lead-Based Paint Abatement</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Asbestos Abatement (Rehabilitation Only)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Structured Parking</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Commercial Space Costs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Subtotal Building Costs**

Before 11.9(e)(2) $9,090,908

**Voluntary Eligible Building Costs (After 11.9(e)(2))**

Enter amount to be used to achieve desired score.

[$77.97 psf $7,765,812]

**TOTAL BUILDING COSTS & SITE WORK**

(including site amenities)

<table>
<thead>
<tr>
<th>Contingency</th>
<th>5.00%</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$571,735</td>
</tr>
<tr>
<td></td>
<td>505,480</td>
</tr>
</tbody>
</table>

**Contingency**

5.00% $571,735 505,480

**TOTAL HARD COSTS**

<table>
<thead>
<tr>
<th>OTHER CONSTRUCTION COSTS</th>
<th>%THC</th>
<th>$</th>
<th>%EHC</th>
</tr>
</thead>
<tbody>
<tr>
<td>General requirements (&lt;6%)</td>
<td>5.71%</td>
<td>686,082</td>
<td>606,576</td>
</tr>
<tr>
<td>Field supervision (within GR limit)</td>
<td>1.90%</td>
<td>228,694</td>
<td>202,192</td>
</tr>
<tr>
<td>Contractor overhead (&lt;2%)</td>
<td>5.71%</td>
<td>686,082</td>
<td>606,576</td>
</tr>
<tr>
<td>G &amp; A Field (within overhead limit)</td>
<td>5.71%</td>
<td>686,082</td>
<td>606,576</td>
</tr>
<tr>
<td>Contractor profit (&lt;6%)</td>
<td>5.71%</td>
<td>686,082</td>
<td>606,576</td>
</tr>
</tbody>
</table>

**TOTAL CONTRACTOR FEES**

$1,600,858

**TOTAL CONSTRUCTION CONTRACT**

Before 11.9(e)(2) $13,607,294

**Voluntary Eligible "Hard Costs" (After 11.9(e)(2))**

Enter amount to be used to achieve desired score.

[$120.80 psf $12,031,429]

### To score points under §11.9(e)(2) related to Cost of Development per Square Foot, the Voluntary Eligible Building Costs OR the Voluntary Eligible Hard Costs indicated above must fall within the required thresholds. If voluntary costs are not entered, staff will consider the Subtotal Building Cost or the Total Construction Contract costs, as applicable. Enter score for Building OR Hard Costs at end of form.
<table>
<thead>
<tr>
<th>Description</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Architectural - Design fees</td>
<td>304,000</td>
<td>304,000</td>
</tr>
<tr>
<td>Architectural - Supervision fees</td>
<td>55,300</td>
<td>55,300</td>
</tr>
<tr>
<td>Engineering fees</td>
<td>80,000</td>
<td>80,000</td>
</tr>
<tr>
<td>Real estate attorney/other legal fees</td>
<td>90,000</td>
<td>45,000</td>
</tr>
<tr>
<td>Accounting fees</td>
<td>40,000</td>
<td>40,000</td>
</tr>
<tr>
<td>Impact Fees</td>
<td>457,764</td>
<td>457,764</td>
</tr>
<tr>
<td>Building permits &amp; related costs</td>
<td>139,347</td>
<td>139,347</td>
</tr>
<tr>
<td>Appraisal</td>
<td>8,000</td>
<td>8,000</td>
</tr>
<tr>
<td>Market analysis</td>
<td>11,000</td>
<td>11,000</td>
</tr>
<tr>
<td>Environmental assessment</td>
<td>6,950</td>
<td>6,950</td>
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<tr>
<td>Soils report</td>
<td>5,280</td>
<td>5,280</td>
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<tr>
<td>Survey</td>
<td>12,500</td>
<td>12,500</td>
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<tr>
<td>Marketing</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hazard &amp; liability insurance</td>
<td>201,787</td>
<td>201,787</td>
</tr>
<tr>
<td>Real property taxes</td>
<td>58,500</td>
<td>58,500</td>
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<tr>
<td>Personal property taxes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reimbursables</td>
<td>15,000</td>
<td></td>
</tr>
<tr>
<td>FF&amp;E</td>
<td>200,000</td>
<td>200,000</td>
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</table>

**Subtotal Soft Cost**

<table>
<thead>
<tr>
<th>Amount 1</th>
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</tr>
</thead>
<tbody>
<tr>
<td>$1,685,428</td>
<td>$0</td>
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</table>

**FINANCING:**

**CONSTRUCTION LOAN(S)**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest</td>
<td>400,000</td>
<td>280,000</td>
</tr>
<tr>
<td>Loan origination fees</td>
<td>70,655</td>
<td>70,655</td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td>90,364</td>
<td>90,364</td>
</tr>
<tr>
<td>Closing costs &amp; legal fees</td>
<td>20,000</td>
<td>20,000</td>
</tr>
<tr>
<td>Inspection fees</td>
<td>40,500</td>
<td>40,500</td>
</tr>
<tr>
<td>Credit Report</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Discount Points</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**PERMANENT LOAN(S)**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loan origination fees</td>
<td>64,232</td>
<td></td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Closing costs &amp; legal fees</td>
<td>20,000</td>
<td></td>
</tr>
<tr>
<td>Bond premium</td>
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<td></td>
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<tr>
<td>Credit report</td>
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<td></td>
</tr>
<tr>
<td>Discount points</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Credit enhancement fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prepaid MIP</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
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</tbody>
</table>

**BRIDGE LOAN(S)**

<table>
<thead>
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<th>Description</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest</td>
<td>130,000</td>
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<tr>
<td>Loan origination fees</td>
<td>42,333</td>
<td></td>
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<tr>
<td>Title &amp; recording fees</td>
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<td></td>
</tr>
<tr>
<td>Closing costs &amp; legal fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
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</table>
### OTHER FINANCING COSTS

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
<th>64,350</th>
<th>104,204</th>
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<tbody>
<tr>
<td>Tax credit fees</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Tax and/or bond counsel</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Payment bonds</td>
<td>104,204</td>
<td>104,204</td>
<td></td>
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<tr>
<td>Performance bonds</td>
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<td></td>
</tr>
<tr>
<td>Credit enhancement fees</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mortgage insurance premiums</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cost of underwriting &amp; issuance</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Syndication organizational cost</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tax opinion</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Equity Investor Legal</td>
<td>35,000</td>
<td>17,500</td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Subtotal Financing Cost**

| Amount   | 1,081,638 | 0 | 623,223 |

### DEVELOPER FEES

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
<th>2,378,392</th>
<th>2,141,862</th>
</tr>
</thead>
<tbody>
<tr>
<td>Housing consultant fees</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General &amp; administrative Profit or fee</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Subtotal Developer Fees 15.18%**

| Amount   | 2,378,392 | 0 | 2,141,862 | 15.00% |

### RESERVES

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
<th>515,878</th>
<th>0</th>
<th>0</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rent-up</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operating</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Replacement</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Escrows</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Subtotal Reserves**

| Amount   | 515,878 | 0 | 0 |

### TOTAL HOUSING DEVELOPMENT COSTS

| Amount   | 20,743,630 | 0 | 16,420,942 |

### Deduct From Basis:

- Federal grants used to finance costs in Eligible Basis
- Non-qualified non-recourse financing
- Non-qualified portion of higher quality units §42(d)(5)
- Historic Credits (residential portion only)

**Total Eligible Basis**

| Amount   | 0 | $16,420,942 |

****High Cost Area Adjustment (100% or 130%)**

| Amount   | 130% |

**Total Adjusted Basis**

| Amount   | 0 | $21,347,225 |

**Applicable Fraction**

| Amount   | 80% |

**Total Qualified Basis**

| Amount   | $17,178,515 | 0 | $17,178,515 |

**Applicable Percentage**

| Amount   | 9.00% |

**Credits Supported by Eligible Basis**

| Amount   | $1,546,066 | 0 | $1,546,066 |

### Requested Score for 11.9(e)(2)

| Score   | 12 |

Name of contact for Cost Estimate: **Scott Johnson**

Phone Number for Contact: **972-774-4495**

If a revised form is submitted, date of submission:
Tab 31 – Financing Narrative and Summary of Sources and Uses
## Financing Narrative and Summary of Sources and Uses

Describe all sources of funds. Information must be consistent with the information provided throughout the Application (i.e. Financing Narrative, Term Sheets and Development Cost Schedule).

### Debt

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Construction Period</th>
<th>Lien Position</th>
<th>Permanent Period</th>
<th>Lien Position</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. to Perm. (Repayable)</td>
<td>$0 0.00%</td>
<td>$ - 0.00%</td>
<td>30 0</td>
<td></td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. Only (Repayable)</td>
<td>$0 0.00%</td>
<td>$ - 0.00%</td>
<td>0 0</td>
<td></td>
</tr>
<tr>
<td>TDHCA</td>
<td>Multifamily Direct Loan (Soft Repayable)</td>
<td>$0 0.00%</td>
<td>$ - 0.00%</td>
<td>0 0</td>
<td></td>
</tr>
<tr>
<td>Regions Bank</td>
<td>Conventional Loan</td>
<td>$6,423,200 4.56%</td>
<td>$6,423,200 5.00%</td>
<td>35 15</td>
<td>1</td>
</tr>
<tr>
<td>Regions Bank</td>
<td>Conventional Loan</td>
<td>$8,470,000 4.56%</td>
<td>2</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Third Party Equity

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Construction Period</th>
<th>Lien Position</th>
</tr>
</thead>
<tbody>
<tr>
<td>Regions Bank</td>
<td>HTC</td>
<td>$ 1,500,000</td>
<td>$ 4,239,732</td>
</tr>
</tbody>
</table>

### Grant

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Construction Period</th>
<th>Lien Position</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Celina</td>
<td>Local Government Grant</td>
<td>$ 500</td>
<td>$ 500</td>
</tr>
</tbody>
</table>

### Deferred Developer Fee

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Construction Period</th>
<th>Lien Position</th>
</tr>
</thead>
<tbody>
<tr>
<td>Palladium USA</td>
<td>Direct Loan Match</td>
<td>$ 1,610,198</td>
<td>$ 671,295</td>
</tr>
</tbody>
</table>

### Other

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Construction Period</th>
<th>Lien Position</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Sources of Funds** $20,743,630  
**Total Uses of Funds** $20,743,630  
**Total Housing Development Costs** $20,743,630
INSTRUCTIONS: Describe the sources of funds that will finance Development. The description must include construction, permanent, and bridge loans, and all other types of funds to be used for development. The information must be consistent with all other documentation in this section. Provide sufficient detail to identify the source and explain the use (in terms of the timing and any specific uses) of each type of funds to be contributed. In addition, describe/explain replacement reserves. Finally, describe/explain operating items. The narrative must include rents, operating subsidies, project based assistance, and all other sources of funds for operations. In the foregoing discussion of both development and operating funds, specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments.

Describe the sources and uses of funds (specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments).

For Direct Loan or Tax-Exempt Bond Applications that contemplate an FHA-insured loan, this includes the anticipated date that FHA application will be submitted to HUD (if not already submitted).

Regions Bank has offered to provide the equity for the development. They will provide the development with $13,648,635 in equity paid in 15% at closing, 73.27% at construction completion and the balance upon stabilization and receipt of 8609. This equity amount is based on a credit price of $0.91 per credit. Regions Bank will also provide an construction and permanent loan to the development in the amount of $6,423,200 at an anticipated interest rate of 3% above the 30-Day LIBOR rate for the construction loan and 5% for the permanent loan, 15 year term and 35 year amortization period. Regions Bank will also provide an Bridge Loan of $8,470,00 paid in during the construction period at an interest rate of 300 basis points over the 30 day LIBOR. The developer will defer approximately $671,295 (28.22%) of developer fee. The City of Celina is contributing $500 of a government grant in the form of fee waivers. Palladium Celina already has zoning in place and we will pursue all local

Describe the replacement reserves:

Both the Regions Bank construction/permanent and bridge loan LOI (LOI attached to this Application) and the Regions Bank equity LOI (LOI attached to this Application) provide for an on-going annual replacement reserve in the amount of $250 per unit.

Describe the operating items (rents, operating subsidies, project based assistance, etc., and specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments:

Palladium Celina Senior Living is not anticipating any project based assistance or other operating subsidies. The north Dallas area, including Celina, is experiencing rapid growth and we therefore have placed 23 market rate units in the development in order to better serve a wider market of potential residents.

By signing below I acknowledge that the amounts and terms of all anticipated sources of funds as stated above are consistent with the assumptions of my institution as one of the providers of funds.

Signature, Authorized Representative, Construction or Permanent Lender

David N. Payne

Printed Name

01/23/18

Date

Telephone: (214) 220-6171

Email address: davidn.payne@regions.com

If a revised form is submitted, date of submission: ____________________________
Tab 32 – Financial Capacity
(Multifamily Direct Loan Applications Only)

NOT APPLICABLE
Tab 33 – Matching Funds
(Multifamily Direct Loan
Applications Only)

NOT APPLICABLE
Tab 34 – Finance Scoring
## Finance Scoring (for Competitive HTC Applications ONLY)

<table>
<thead>
<tr>
<th>Self Score Total</th>
<th>120</th>
</tr>
</thead>
</table>

### 1. Commitment of Development Funding by Local Political Subdivision (§11.9(d)(2))

Name of the Local Political Subdivision providing the funding: **City of Celina**

- **X** A letter from an official of the political subdivision stating that the political subdivision will provide a loan, grant, reduced fees or contribution of other value type, and the terms under which it will be provided is in the application.
- **X** The dollar value of the contribution must be in the letter and must equal $500 or more if Urban and $250 or more if Rural or USDA.
- **X** The commitment of development funding is reflected in the Application as a financial benefit to the Development, i.e. reported as a source of funds on the Sources and Uses Form and/or reflected in a lower cost in the Development Cost Schedule, such as notation of a reduction in building permits and related costs.

**Total Points Claimed:** 1

### 2. Financial Feasibility (§11.9(e)(1))

- **X** Eligible Pro-Forma and letter stating the Development is financially feasible. 0
- **X** Eligible Pro-Forma and letter stating Development and Principals are acceptable. **18**

**Total Points Claimed:** 18

### 3. Leveraging of Private, State, and Federal Resources (§2306.6725(a)(3); §11.9(e)(4))

Percent of Units restricted to serve households at or below 30% of AMGI

<table>
<thead>
<tr>
<th></th>
<th>8.33%</th>
</tr>
</thead>
</table>

HTC funding request as a percent of Total Housing Development Cost

<table>
<thead>
<tr>
<th></th>
<th>7.23%</th>
</tr>
</thead>
</table>

Eligibility for points:

- **Development Leverages CDBG Disaster Recovery, HOPE VI, RAD or Choice Neighborhood Funding** 0
- Housing Tax Credit Request 3
- Housing Tax Credit Request 2
- Housing Tax Credit Request 1

*Be sure no more than 50% of Developer fees are deferred.*

**Total Points Claimed:** 3
Tab 35 – Supporting Documentation
Supporting Documents Should be Included Behind this Tab

**ALL SUPPORTING DOCUMENTS MUST BE CONSISTENT WITH THE SOURCES AND USES**

- X Executed Pro Forma from Permanent or Construction Lender
- X Letter from lender regarding approval of Principals (consistent with Template)
- X Evidence of all Permanent and Construction Financing (term sheets, loan agreements)
- X Evidence of any Gap Financing, terms included
- X Evidence of any Owner Contributions, with financial support if required
- X Evidence of Equity Financing (HTC applications only)
- n/a Letter from Texas Historical Commission (THC) indicating preliminary eligibility for historic (rehabilitation) tax credits and documentation of Certified Historic Structure status as detailed in QAP §11.9(e)(6) was submitted behind TAB 19.
- X Letter from Local Political Subdivision evidencing a loan, grant, reduced fees or contribution of other value to benefit the Development. [QAP §11.9(d)(2)]
- n/a Evidence of Rental Assistance/Subsidy
The pro forma should be based on the operating income and expense information for the base year (first year of stabilized occupancy using today’s best estimates of market rents, restricted rents, rental income and expenses), and principal and interest debt service. The Department uses an annual growth rate of 2% for income and 3% for expenses. Written explanation for any deviations from these growth rates or for assumptions other than straight-line growth made during the proforma period should be attached to this exhibit.

### INCOME

<table>
<thead>
<tr>
<th></th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
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</thead>
<tbody>
<tr>
<td>POTENTIAL GROSS ANNUAL RENTAL INCOME</td>
<td>$1,139,412</td>
<td>$1,162,200</td>
<td>$1,185,444</td>
<td>$1,209,153</td>
<td>$1,233,336</td>
<td>$1,361,703</td>
<td>$1,503,430</td>
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<td>Secondary Income</td>
<td>$39,084</td>
<td>$39,866</td>
<td>$40,663</td>
<td>$41,476</td>
<td>$42,306</td>
<td>$46,709</td>
<td>$51,571</td>
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<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$1,178,496</td>
<td>$1,202,066</td>
<td>$1,226,107</td>
<td>$1,250,629</td>
<td>$1,275,642</td>
<td>$1,408,412</td>
<td>$1,555,000</td>
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<tr>
<td>Rental Concessions</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>EFFECTIVE GROSS ANNUAL INCOME</td>
<td>$1,090,109</td>
<td>$1,111,911</td>
<td>$1,134,149</td>
<td>$1,156,832</td>
<td>$1,179,969</td>
<td>$1,302,781</td>
<td>$1,438,375</td>
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</table>

### EXPENSES

<table>
<thead>
<tr>
<th></th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>General &amp; Administrative Expenses</td>
<td>$70,096</td>
<td>$72,199</td>
<td>$74,365</td>
<td>$76,596</td>
<td>$78,894</td>
<td>$91,459</td>
<td>$106,026</td>
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<td>Management Fee</td>
<td>$43,604</td>
<td>$44,476</td>
<td>$45,366</td>
<td>$46,273</td>
<td>$47,198</td>
<td>$52,111</td>
<td>$57,535</td>
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<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$173,827</td>
<td>$179,042</td>
<td>$184,413</td>
<td>$189,945</td>
<td>$195,644</td>
<td>$226,805</td>
<td>$262,929</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
<td>$89,622</td>
<td>$92,311</td>
<td>$95,080</td>
<td>$97,932</td>
<td>$100,870</td>
<td>$116,936</td>
<td>$135,561</td>
</tr>
<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$22,963</td>
<td>$23,652</td>
<td>$24,361</td>
<td>$25,092</td>
<td>$25,845</td>
<td>$29,962</td>
<td>$34,734</td>
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<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$58,560</td>
<td>$60,317</td>
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<td>Reserve for Replacements</td>
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<td>Other Expenses</td>
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<td>TOTAL ANNUAL EXPENSES</td>
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### NET OPERATING INCOME

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<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
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<tr>
<td>$447,358</td>
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### DEBT SERVICE

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<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Deed of Trust Annual Loan Payment</td>
<td>$389,005</td>
<td>$389,005</td>
<td>$389,005</td>
<td>$389,005</td>
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<tr>
<td>Second Deed of Trust Annual Loan Payment</td>
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<td>Third Deed of Trust Annual Loan Payment</td>
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<tr>
<td>Other Annual Required Payment</td>
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<td>$389,005</td>
<td>$389,005</td>
<td>$389,005</td>
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<tr>
<td>Other Annual Required Payment</td>
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<td>$389,005</td>
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<td>ANNUAL NET CASH FLOW</td>
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<td>CUMULATIVE NET CASH FLOW</td>
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### Debt Coverage Ratio

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<th>YEAR 3</th>
<th>YEAR 4</th>
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<th>YEAR 10</th>
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</thead>
<tbody>
<tr>
<td>Debt Coverage Ratio</td>
<td>1.15</td>
<td>1.16</td>
<td>1.16</td>
<td>1.17</td>
<td>1.18</td>
<td>1.21</td>
<td>1.22</td>
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</table>

By signing below I (we) is certifying that the above 15 Year pro forma, is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on the bank’s current underwriting parameters and consistent with the loan terms indicated in the term sheet and preliminarily considered feasible pending further diligence review. The debt service for each year maintains no less than a 1.15 debt coverage ratio. (Signature only required if using this pro forma for points under §11.9(e)(1) relating to Financial Feasibility)

[Signature, Authorized Representative, Construction or Permanent Lender]

[Printed Name] [Date]

[Signature, Authorized Representative, Syndicator]

[Printed Name] [Date]
Excerpt from Debt letter regarding approval of Principals
percent (5.00%) per annum, and the actual financing costs of the First Mortgage Loan, including the swap rate (if any) and all other costs. This covenant shall be tested annually thereafter.

15. The Company must maintain a ratio of the remaining principal amount of the First Mortgage Loan to Value of no more than eighty percent (80%) during the term of the First Mortgage Loan. Value shall mean the fair market value of the Project without considering the value of the Federal Housing Tax Credits as determined by an appraiser selected by the Bank, which appraisal shall be subject to the review and approval of the Bank. The Bank shall have the right to order a new appraisal at any time during the term of the First Mortgage Loan and the Bridge Loan, and the Company will agree to pay for one additional appraisal during the term. In the event that the ratio of the remaining principal amount of the First Mortgage Loan to Value ever exceeds eighty percent (80%), the Company shall immediately deposit with the Bank, as additional collateral, an amount which will bring the remaining principal amount of the First Mortgage Loan into compliance with this covenant.

DOCUMENTATION OF THE LOAN: The Bank shall be furnished with such loan and security instruments, as the Bank shall deem necessary for its protection under this letter of intent including representations and warranties and covenants (affirmative and negative) customary for transactions of this type. All documentation shall be satisfactory to the Bank and its legal counsel, Liles & Rushin, LLC. Without limiting the generality of the foregoing, the Bank and the Company will enter into a Credit Agreement that will provide for financial reporting and tax returns for the Company and each Credit Guarantor will execute and deliver to the Bank the Credit Guaranty Agreement that will provide for financial reporting and tax returns as required by the Bank.

INFORMATION: The Bank has issued this letter of intent based upon the information supplied by the Company. The Bank has the right to cancel this letter of intent, whereupon the Bank shall have no obligations hereunder, in the event of: (i) a material adverse change in the financial condition, operations, management, prospects or ownership of (A) the Company, (B) the General Partner or (C) any Credit Guarantor; (ii) a material adverse change in the accuracy of the information, representations, exhibits or other materials submitted by the Company in connection with its request for financing; or (iii) (A) loss of, (B) damage to, (C) a taking of, (D) or the presence of any hazardous substances at, or on, the Property. The requirements of this letter of intent include, but are not limited to: (i) receipt of satisfactory financial statements of (A) the General Partner(s), (B) the Company and (C) the Credit Guarantors (not more than six months old); (ii) receipt of a satisfactory third party market study setting forth (A) capture rate, (B) absorption rate and (C) demand analysis consistent with the Bank’s underwriting standards; (iii) satisfactory site inspection by the Bank and the Construction Consultant; and (iv) satisfactory review of the background and credit worthiness of (A) the General Partner(s) and (B) the Credit Guarantors.

ASSESSMENT OF FEASIBILITY: We have received and reviewed the Applicant 15 year pro forma for Palladium Celina located in Celina, TX. The attached pro forma, which has been reviewed by an authorized representative of Regions Bank is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on Regions Bank current underwriting parameters and consistent with the loan terms indicated in the term sheet and is preliminarily considered feasible, pending further diligence review. The debt service for each year maintains no less than a 1.15 debt coverage ratio.

The attached pro forma indicates that the development would maintain no less than a 1.15x debt service coverage ratio throughout the initial fifteen years. These projections, which indicate that the Development is expected to be feasible for fifteen years, are made based on the preliminary information provided by the borrower to this point, and are subject to Regions due diligence review.

CREDIT WORTHINESS: Additionally, Regions Bank has performed a preliminary review of the credit worthiness of Palladium Celina, Ltd., Palladium Celina GP, LLC, The Land Experts, and Palladium USA, Inc. At this time, Regions Bank has reviewed the development and principals and has no reservations with the development or any of the principals of the borrower. We anticipate no additional guarantors or financial strength will be needed to facilitate a loan to this borrower, other than those requirements disclosed herein.
Tab 35 – Debt Letter
January 23, 2018

Thomas E. Huth
Palladium Celina, Ltd.
13455 Noel Road, Suite 400
Dallas, Texas 75240

RE: Potential Construction and Term Loan and Bridge Loan for Palladium Celina, an 120-unit Senior Affordable Housing property to be located in Celina, Collin County, Texas

Dear Mr. Huth:

This letter sets forth the business terms under which Regions Bank (the “Bank”) is considering making available a construction and term loan (the “First Mortgage Loan”) and a bridge loan (the “Bridge Loan”) on the terms and conditions specified in this letter to Palladium Celina, Ltd., a Texas limited partnership (the “Company”), the general partner of which is Palladium Celina GP, LLC, a Texas limited liability company (the “General Partner”), that has been organized to develop, construct and operate an 120-unit apartment complex to be located on certain real property in Celina, Collin County, Texas (the “Property”), to be known as Palladium Celina (the “Project”).

CONSTRUCTION LOAN AMOUNT OF THE FIRST MORTGAGE LOAN: $6,423,200

FIRST MORTGAGE LOAN AMOUNT: $6,423,200

BRIDGE LOAN AMOUNT: $8,470,000

INTEREST RATE: With respect to the construction portion of the First Mortgage Loan, a variable interest rate equal to three percent (3.00%) above the 30-day LIBOR rate. With respect to the Bridge Loan, a variable interest rate equal to three percent (3.00%) above the 30-day LIBOR rate. Upon conversion into the term portion of the First Mortgage Loan, the interest rate will be a fixed interest rate of five percent (5.00%) per annum subject to rates in effect at the time of the closing. During the term portion of the First Mortgage Loan, if the First Mortgage Loan is pre-paid, it will be subject to a yield maintenance provision and/or prepayment penalty.

LOAN TERM: With respect to the construction portion of the First Mortgage Loan, up to twenty-four (24) months from the closing. With respect to the Bridge Loan, up to eighteen (18) months from the closing. After the First Mortgage Loan Conversion (as such term is defined below) the First Mortgage Loan will have a term of fifteen (15) years with a thirty-five (35) year amortization.

ORIGINATION FEES: One percent (1.00%) of the construction portion of the First Mortgage Loan amount, or $64,232, for the First Mortgage Loan and one percent (1.00%) of the term portion of the First Mortgage Loan amount or $64,232, both payable at closing of the First Mortgage Loan. One half of one percent (0.50%) of the Bridge Loan amount, or $42,350, for the Bridge Loan payable at the closing of the Bridge Loan. Such fees shall be fully earned and non-refundable when paid.

COMPUTATION OF INTEREST: Interest shall be computed on the basis of a 360 day year for the actual number of days elapsed.

INTEREST PAYMENTS: Payment of accrued interest on the First Mortgage Loan and Bridge Loan will be required monthly.
PRINCIPAL PAYMENTS: In order to convert to the term phase of the First Mortgage Loan, the principal of the First Mortgage Loan must be reduced with either equity, other loan proceeds or other funds of the Company to $6,423,200 (the “First Mortgage Loan Conversion”) not later than twenty-four (24) months from the closing date (the “First Mortgage Loan Conversion Date”). After the First Mortgage Loan Conversion Date, the remaining principal will be amortized over thirty-five (35) years with the entire principal balance being due and payable fifteen (15) years after the Conversion Date. The principal of the Bridge Loan shall be payable in full on or before the maturity date of the Bridge Loan, which will be for a period not to exceed eighteen (18) months from the closing date.

PREPAYMENT: The First Mortgage Loan and the Bridge Loan may be prepaid at any time in an amount equal to the entire principal balance, plus any accrued interest and fees, without premium or penalty other than in the case of the First Mortgage Loan, any yield maintenance or prepayment penalty due after the First Mortgage Loan Conversion Date.

GUARANTEES: Palladium USA, Inc. (the “Credit Guarantor”) will provide completion and repayment guaranties in a Credit Guaranty Agreement. The Bank’s obligations hereunder are conditioned on there being no material adverse change in the financial condition of the Credit Guarantor. The Credit Guarantor will covenant, in the Credit Guaranty Agreement, to provide annual financial statements, along with verification of liquid assets, reviewed by an accountant which demonstrate unencumbered liquid assets of $1,000,000 and a tangible net worth of $5,000,000. The reviews shall be prepared in accordance with the tax basis of accounting.

USE OF PROCEEDS: All proceeds of the First Mortgage Loan and the Bridge Loan will be used in the development of the Project on a site in Celina, Collin County, Texas (the “Land”) for the Project.

CONSTRUCTION CONSULTANT: The Bank shall commission, at the expense of the Company, a preliminary review of the Project and all related contracts and plans and specifications by the Bank’s construction consultant (the “Construction Consultant”) to confirm, in an upfront cost and plan review, that the Company’s budget is sufficient to complete the Project. The Bank shall, at the expense of the Company, have the Project inspected by the Construction Consultant from time-to-time during construction at such intervals as may be acceptable to the Bank. All requests for advances of First Mortgage Loan and Bridge Loan proceeds will be reviewed and approved by the Construction Consultant.

AVAILABILITY OF PROCEEDS: Except for the initial draw of First Mortgage Loan and Bridge Loan proceeds, advances of First Mortgage Loan and the Bridge Loan proceeds shall be made at the written request of the Company, but only on the certificate of, and after inspection of the Project by, the supervising architect and the Construction Consultant, which certificates shall be attached as the estimate of the Construction Consultant of the items to be paid out of proceeds of each advance.

SECURITY: In addition to the guarantees of the Credit Guarantors, the First Mortgage Loan and the Bridge Loan shall be secured by the following:

(a) A first priority deed of trust and security agreement (the “Mortgage”) on the Property, and the improvements to be constructed thereon, the legal description of which shall be provided by the Company as soon as possible.

(b) A first priority security interest and lien on all equipment, furniture, fixtures and other personal property located on the Land, used or intended to be used in connection with, in the Project, or any part thereof.

(c) A first priority assignment of the construction contract, architect contract and plans and specifications for the Project, property management agreement, development agreement and any other loan commitments along with the rights of the Company under all other contracts relating to the construction, ownership, use, management or operation of the Project.
(d) A first priority assignment of rents and leases.

(e) An environmental indemnity agreement entered into by the Company and the Credit Guarantors.

(f) A first priority assignment of general partnership interest.

(g) A first priority assignment of the capital contribution to be made by the limited partner.

**REQUIREMENTS RELATED TO SECURITY AND COLLATERAL:**

1. The Company agrees to furnish to the Bank, at the Company’s expense, an ALTA 2006 title insurance policy in the principal amount of the First Mortgage Loan and Bridge Loan, along with such endorsements as shall be required by the Bank, issued by a title insurance company acceptable to the Bank, insuring that the Mortgage is a valid first priority lien on the Property, subject only to (i) current year ad valorem taxes and (ii) such exceptions as shall be acceptable to the Bank. The title policy shall be updated with each request for an advance with respect to the First Mortgage Loan and Bridge Loan. On the First Mortgage Loan Conversion Date, a final “date-down” endorsement to the title policy must be provided, “dating-down” the policy and all endorsements and providing an ALTA 3.1 endorsement and a new “same-as survey” endorsement.

2. Prior to the closing, the Bank shall be furnished an ALTA survey of the Property, certified by a registered surveyor to the Bank and to the title insurance company, showing (i) the location of all present improvements, (ii) boundaries, (iii) means of public ingress and egress, (iv) building set-back lines, (v) rights-of-way, (vi) easements, (vii) encroachments and (viii) such other matters as shall be required by the Bank. The matters set forth on the survey must be satisfactory to the Bank. The survey must contain the Bank’s required form of certification and be in form and substance satisfactory to the Bank. If the Project is new construction, the Company shall provide foundation surveys as construction progresses and an ALTA “as-built” survey upon completion of construction.

3. The Company shall provide (i) builders risk/extended multi-peril on, and with respect to the Property, (ii) general liability insurance for the Company, contractor and property manager and professional liability insurance for the architect, engineer and environmental consultant and (iii) workmen’s compensation insurance for the contractor and property manager, underwritten by companies approved by the Bank, in form and substance and containing such coverage as shall be required by the Bank. The builder’s risk/extended multi-peril policies shall cover all risks, pursuant to 100% non-reporting policies in form and substance acceptable to the Bank and shall provide thirty (30) calendar days’ written notice of cancellation to the Bank. The Bank shall be named as Mortgagee and “Lender’s Loss Payee” in all builders’ risk/multi-peril hazard insurance policies. The Bank will order a flood certificate at the Company’s cost. Flood insurance will be required if it is determined that any improvements constituting part of the Project lie within a designated flood hazard area. If the project is determined to be located in a designated flood zone, additional private flood insurance in excess of the National Flood Insurance Program may be required.

4. Prior to the closing, the Bank shall receive and approve (i) a Phase I Environmental Report and (ii) a soil or geotechnical report, in form and content satisfactory to the Bank. Additionally, as part of the Phase I Environmental Report (if applicable), or in a separate report, the Bank shall receive a report that shall certify the results related to toxic and other hazardous substances on the Property. A review of the Phase I Environmental Report is required, and an environmental review fee shall be paid by the Company to the Bank.

5. The Bank’s letter of intent is subject to the Bank’s receipt and approval of (i) the developer, contractor, architect and property manager selected by the Company, (ii) the executed development, construction, architectural, engineer and property management contracts, (iii) assignments thereof, (iv) lien waivers of the contractor, architect and engineer and a subordination from the property manager and developer, (v) building permits and such other permits as may be required for the development of the Project by the
applicable governmental authorities and (vi) the final plans and specifications approved by the Bank and the Construction Consultant. Any changes in the construction, architect, property manager or developer contracts and plans and specifications shall be subject to the Bank’s prior approval.

6. During the term of the First Mortgage Loan and the Bridge Loan, the Company will not further encumber or convey the Property in any manner without the prior written approval of the Bank.

7. The Bank’s letter of intent is subject to receipt, review and approval by the Bank of a current appraisal and market study (including information on capture rate, absorption rate and demand rate) of the Project addressed to the Bank or Texas Department of Housing & Community Affairs (the “Texas Housing Tax Credit Agency”) and prepared (within the last six months) by an independent appraiser/market study professional approved by the Bank or the Texas Housing Tax Credit Agency. Such appraisal and market study shall be in form and content satisfactory to the Bank. The term portion of First Mortgage Loan cannot exceed 80% of the appraised value of the Project, without considering the value of the federal low-income tax credits (“Federal Housing Tax Credits”) under Section 42 of the Internal Revenue Code of 1986, as amended (the “Code”). An appraisal review fee shall be paid by the Company to the Bank.

8. The Bank’s letter of intent is contingent upon receipt of a copy of (i) the Texas Housing Tax Credit Agency’s reservation letter (the “Housing Tax Credit Reservation Letter”) reflecting total Federal Housing Tax Credits available to the Company in a minimum amount of $1,500,000 per annum. The terms, conditions and contents of the Housing Tax Credit Reservation Letter shall be acceptable to the Bank in its sole discretion. The Company shall provide to the Bank and its legal counsel copies of the Housing Tax Credit application, Housing Tax Credit Reservation Letter, carryover allocation agreement and all related documents. Additionally, the Company shall provide copies of such other documents as may be requested by the Bank or its legal counsel, including but not limited to those set forth on a closing or due diligence checklist provided by the Bank’s legal counsel.

9. The Bank’s letter of intent is subject to the Company’s obtaining and accepting a commitment from Regions Bank for the investment in the limited partnership interest in the Company entitled to an allocation of Federal Housing Tax Credits such that the combination of the term portion of the First Mortgage Loan, other financing sources and the equity will allow for a viable project. All equity proceeds shall be used for the Project and related expenses in accordance with the development budget.

10. The Company shall provide an opinion of its counsel, covering such matters as shall be required, to the Bank.

11. [Intentionally Omitted].

12. [Intentionally Omitted].

13. Construction must commence within thirty (30) calendar days from the date of the closing of the First Mortgage Loan and the Bridge Loan. Construction must be pursued with reasonable diligence and shall be completed within twelve (12) months from such closing. Time is of the essence.

14. No later than twenty-four (24) months from closing of the First Mortgage Loan and the Bridge Loan, the Company must have achieved a Debt Service Coverage Ratio of 1.15:1 based on the previous three (3) months’ operations. The Debt Service Coverage Ratio is defined as the ratio of Net Operating Income to Debt Service. Net Operating Income shall be defined as the Effective Gross Income of the Project less Operating Expenses and shall include the Replacement Reserve Amount and the greater of (i) the actual vacancy rate or (ii) seven and one-half percent (7.50%) and a deduction for the greater of (i) proforma operating expenses or (ii) actual Operating Expenses. Effective Gross Income shall mean the gross receipts of the Company. Operating Expenses shall include a minimum property management fee of four percent (4.00%) of Effective Gross Income. Debt Service will be determined using a thirty-five (35) year amortization of principal at an interest rate of five
percent (5.00%) per annum, and the actual financing costs of the First Mortgage Loan, including the swap rate (if any) and all other costs. This covenant shall be tested annually thereafter.

15. The Company must maintain a ratio of the remaining principal amount of the First Mortgage Loan to Value of no more than eighty percent (80%) during the term of the First Mortgage Loan. Value shall mean the fair market value of the Project without considering the value of the Federal Housing Tax Credits as determined by an appraiser selected by the Bank, which appraisal shall be subject to the review and approval of the Bank. The Bank shall have the right to order a new appraisal at any time during the term of the First Mortgage Loan and the Bridge Loan, and the Company will agree to pay for one additional appraisal during the term. In the event that the ratio of the remaining principal amount of the First Mortgage Loan to Value ever exceeds eighty percent (80%), the Company shall immediately deposit with the Bank, as additional collateral, an amount which will bring the remaining principal amount of the First Mortgage Loan into compliance with this covenant.

DOCUMENTATION OF THE LOAN: The Bank shall be furnished with such loan and security instruments, as the Bank shall deem necessary for its protection under this letter of intent including representations and warranties and covenants (affirmative and negative) customary for transactions of this type. All documentation shall be satisfactory to the Bank and its legal counsel, Liles & Rushin, LLC. Without limiting the generality of the foregoing, the Bank and the Company will enter into a Credit Agreement that will provide for financial reporting and tax returns for the Company and each Credit Guarantor will execute and deliver to the Bank the Credit Guaranty Agreement that will provide for financial reporting and tax returns as required by the Bank.

INFORMATION: The Bank has issued this letter of intent based upon the information supplied by the Company. The Bank has the right to cancel this letter of intent, whereupon the Bank shall have no obligations hereunder, in the event of: (i) a material adverse change in the financial condition, operations, management, prospects or ownership of (A) the Company, (B) the General Partner or (C) any Credit Guarantor; (ii) a material adverse change in the accuracy of the information, representations, exhibits or other materials submitted by the Company in connection with its request for financing; or (iii) (A) loss of, (B) damage to, (C) a taking of, (D) or the presence of any hazardous substances at, or on, the Property. The requirements of this letter of intent include, but are not limited to: (i) receipt of satisfactory financial statements of (A) the General Partner(s), (B) the Company and (C) the Credit Guarantors (not more than six months old); (ii) receipt of a satisfactory third party market study setting forth (A) capture rate, (B) absorption rate and (C) demand analysis consistent with the Bank’s underwriting standards; (iii) satisfactory site inspection by the Bank and the Construction Consultant; and (iv) satisfactory review of the background and credit worthiness of (A) the General Partner(s) and (B) the Credit Guarantors.

ASSESSMENT OF FEASIBILITY: We have received and reviewed the Applicant 15 year pro forma for Palladium Celina located in Celina, TX. The attached pro forma, which has been reviewed by an authorized representative of Regions Bank is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on Regions Bank current underwriting parameters and consistent with the loan terms indicated in the term sheet and is preliminarily considered feasible, pending further diligence review. The debt service for each year maintains no less than a 1.15 debt coverage ratio.

The attached pro forma indicates that the development would maintain no less than a 1.15x debt service coverage ratio throughout the initial fifteen years. These projections, which indicate that the Development is expected to be feasible for fifteen years, are made based on the preliminary information provided by the borrower to this point, and are subject to Regions due diligence review.

CREDIT WORTHINESS: Additionally, Regions Bank has performed a preliminary review of the credit worthiness of Palladium Celina, Ltd., Palladium Celina GP, LLC, The Land Experts, and Palladium USA, Inc. At this time, Regions Bank has reviewed the development and principals and has no reservations with the development or any of the principals of the borrower. We anticipate no additional guarantors or financial strength will be needed to facilitate a loan to this borrower, other than those requirements disclosed herein.
ACKNOWLEDGMENT OF THE AMOUNTS AND TERMS OF ALL OTHER ANTICIPATED SOURCES OF FUNDS: In addition to the Construction Loan of $6,423,200, the First Mortgage Loan of $6,423,200, the Bridge Loan of $8,470,000 there will be a City of Celina Fee Waiver in the amount of $500, Equity contributions in the amount of $13,648,635, and Deferred Developer Fee in the amount of $671,295.

EXPENSES: By the Company’s acceptance of this letter of intent, the Company and each Credit Guarantor unconditionally agrees to pay all expenses incurred by the Bank in connection with the underwriting, closing, servicing or collection of the First Mortgage Loan and Bridge Loan including, but not limited to, legal fees of the Bank’s legal counsel, loan origination fees, appraisal fees, insurance premiums, survey costs, title insurance premiums, other insurance premiums, intangible taxes, other taxes, mortgage taxes, transfer taxes, recording costs and all license and permit fees, whether or not the First Mortgage Loan and the Bridge Loan actually closes.

CUSTOMER IDENTIFICATION PROGRAM - IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask you for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver’s license or other identifying documents.

THIS LETTER OF INTENT DOES NOT, NOR DOES IT INTEND TO, CONTAIN ALL OF THE TERMS AND CONDITIONS OF THE PROPOSED TRANSACTION. THIS LETTER OF INTENT IS SUBJECT TO THE CUSTOMARY DUE DILIGENCE PROCESS OF THE BANK AND ITS LEGAL COUNSEL. THE BANK RESERVES THE RIGHT TO REQUIRE OTHER INFORMATION AND DOCUMENTS AS OUR COUNSEL AND THE BANK REQUIRE. THE BANK RESERVES THE RIGHT TO MAKE MODIFICATIONS TO THE CLOSING OR DUE DILIGENCE CHECKLIST. FURTHERMORE, CHANGES MAY BE MADE TO THIS LETTER OF INTENT DURING THE DUE DILIGENCE REVIEW PROCESS OR AT THE REQUEST OF, OR RECOMMENDATION OF, THE BANK’S COUNSEL, LILES & RUSHIN, LLC.

THIS LETTER OF INTENT WILL EXPIRE IF NOT ACCEPTED BY THE GENERAL PARTNER, ON BEHALF OF THE COMPANY, AND THE CREDIT GUARANTORS BY MARCH 1, 2018. IF THIS LETTER OF INTENT IS ACCEPTED BY MARCH 1, 2018, IT WILL TERMINATE IF THE TRANSACTIONS CONTEMPLATED HEREBY ARE NOT CLOSED WITHIN ONE HUNDRED TWENTY (120) DAYS OF THE AWARD OF FEDERAL HOUSING TAX CREDITS BY THE TEXAS HOUSING TAX CREDIT AGENCY.

Best Regards,

David N. Payne
Senior Vice President
Regions Bank
Accepted by: Palladium Celina, Ltd., a Texas limited partnership

By: Palladium Celina GP, LLC, a Texas limited liability company
Its: General Partner

By: ______________________________
Name: Thomas E. Huth
Its: Authorized Representative
Date: 1-24-2018

CREDIT GUARANTOR:

Palladium USA, Inc., a Delaware corporation

By: ______________________________
Name: Thomas E. Huth
Its: President and CEO
Date: 1-24-2018
Tab 35 – Equity Letter
January 19, 2018

Thomas E. Huth
Palladium Celina, Ltd.
13455 Noel Road, Suite 400
Dallas, Texas  75240

RE:  Potential Equity Investment for Palladium Celina, a 120-unit Senior Affordable Housing property to be located in Celina, Collin County, Texas

Dear Mr. Huth:

This letter sets forth the business terms under which Regions Bank, an Alabama banking corporation, or its assignee (the “Investment Limited Partner”) and RB Affordable Housing, Inc., an Alabama corporation, or its assignee (the “Special Limited Partner”) are considering acquiring a limited partnership interest in Palladium Celina, Ltd., a Texas limited partnership (the “Partnership”). Palladium Celina GP, LLC, a Texas limited liability company (the “General Partner”), will serve as the General Partner of the Partnership. The Partnership owns, or expects to own, certain property upon which will be located a 120-unit apartment complex in Celina, Collin County, Texas named Palladium Celina (the “Project”). The Project will be on a site (the “Land”), which will be acquired for a purchase price of $1,450,000 which amount is not greater than the appraised value of the Land. The Land Transferor is not a related person to the General Partner. The Partnership will apply for a reservation of $1,500,000 in low income housing tax credits under Section 42 of the Internal Revenue Code of 1986 (the “Federal Housing Tax Credits”) from the Texas Department of Housing & Community Affairs (the “Texas Housing Tax Credit Agency”).

The business terms are based on information you have supplied to us and are subject to additional validation and verification. This letter is not, and should not be, construed as a binding commitment upon the Investment Limited Partner and the Special Limited Partner and the Investment Limited Partner and the Special Limited Partner reserve the right to amend or withdraw this letter at any time. This letter supersedes any prior understanding or agreement, or perceived prior understanding or agreement, with respect to the matters described herein.

**Investment Limited Partner Capital Contribution** – The Investment Limited Partner will contribute to the capital of the Partnership an amount which is estimated to be approximately $13,648,635 (calculated as follows: [($1,500,000 x 10) x 99.99%] x 91.00% = $13,648,635), in the manner as provided below. Of the amount set forth in the preceding sentence, $100 will be allocated to the Special Limited Partner. The Investment Limited Partner and the Partnership shall agree on a construction schedule prior to closing the partnership investment. The admission of the Investment Limited Partner and the terms of its capital contribution shall be evidenced by an Amended and Restated Agreement of Limited Partnership (the “Partnership Agreement”) to be drafted by counsel to the Investment Limited Partner. The Investment Limited Partner and the Special Limited Partner will have the option to sell a participation of the limited partnership interest of the Investment Limited Partner and the Special Limited Partner to a third party investor.

**Capital Contribution Schedule of the Investment Limited Partner** – Subject to revision after CPA and other due diligence review by the Investment Limited Partner and its counsel of the proposed investment, the following sets forth the anticipated pay-in of the Capital Contribution of the Investment Limited Partner:
A. Subject to the provisions of the last paragraph of this Section, $2,047,295 or 15.00% of the capital contribution (the “First Installment”) upon the latest of:

(i) fully executed Partnership Agreement and Equity Indemnity and Guaranty Agreement;

(ii) the property and partnership due diligence documents, including but not limited to (a) valid tax credit reservation, (b) carryover allocation agreement and written certification from an independent accountant/CPA of carryover basis and backup documentation evidencing costs, if applicable (the “Carryover Certification”), (c) the title insurance policy or pro forma policy with signed escrow letter, (d) fully executed credit agreement, other financing documents and closing documents for (i) a First Mortgage Loan and Bridge Loan to be made by Regions Bank to the Partnership, and (ii) a City LPS funding loan (Grant), (e) [intentionally omitted], (f) proper issuance of building permits, stormwater discharge permits, other environmental permits and wetlands permits, to the extent applicable, and all regulatory approvals necessary for commencement of construction, (g) receipt and Consent by the Special Limited Partner of the Construction Consultant Report, (h) [intentionally omitted], (i) evidence that the Project Budget contains the Minimum Contingency, (j) receipt of a copy of the Payment and Performance Bonds, (k) [intentionally omitted], and (l) all other documents identified on the closing checklist prepared by the Investment Limited Partner’s counsel (the “Closing Checklist”) other than those identified as post-closing; and

(iii) an opinion issued by the Partnership’s counsel, no earlier than the date of closing.

B. Subject to the provisions of the last paragraph of this Section, $10,000,000 or 73.27% of the capital contribution (the “Second Installment”) upon the following:

(i) satisfaction of all conditions of the First Installment;

(ii) (a) lien-free construction completion, (b) receipt of a Certificate of Occupancy for each building in the Project and each Low-Income Unit and (c) receipt of a Certificate of Substantial Completion, AIA Form G704-2000 signed by all parties thereto;

(iii) the Bridge Loan is fully satisfied;

(iv) receipt of the most recent prior year paid property tax receipt that is available;

(v) verification that the Partnership and Project are covered by insurance in accordance with the requirements of the Partnership Agreement;

(vi) no event giving rise to the obligation of the Partnership to repurchase the interest of the Investment Limited Partner or the Special
Limited Partner under the Partnership Agreement shall have occurred and not been waived by the Investment Limited Partner or the Special Limited Partner; and

(vii) receipt of a certificate of the General Partner that all of its representations and warranties set forth in the Partnership Agreement are true and correct in all material respects and no event of default with respect to the indebtedness of the Partnership has occurred and is existing.

C. Subject to the provisions of the last paragraph of this Section, $1,501,340 or 11.00% of the capital contribution (the “Third Installment”) upon the following:

(i) satisfaction of all conditions of the Second Installment;

(ii) receipt of an “as-built” ALTA survey;

(iii) 95% physical occupancy by tax credit qualified tenants;

(iv) the reserves required to be funded pursuant to the Partnership Agreement have been fully funded;

(v) receipt of First Mortgage Loan Conversion documents or satisfaction of First Mortgage Loan Conversion conditions;

(vi) receipt of the most recent prior year paid property tax receipt that is available;

(vii) verification that the Partnership and Project are covered by insurance;

(viii) no event giving rise to the obligation of the Partnership to repurchase the interest of the Investment Limited Partner or the Special Limited Partner under the Partnership Agreement shall have occurred and not been waived by the Investment Limited Partner or the Special Limited Partner; and

(ix) the final development cost and qualified basis certification prepared by an accountant/CPA for submission to the Texas Housing Tax Credit Agency;

(x) Achievement of Required Debt Service Coverage Ratio (as hereinafter defined) for 3 consecutive months before payment of this installment;

(xi) receipt of a certificate of the General Partner that all of its representations and warranties set forth in the Partnership Agreement are true and correct in all material respects and no event of default with respect to the indebtedness of the Partnership has occurred and is existing.

D. Subject to the provisions of the last paragraph of this Section, the balance of the capital contribution (the “Final Installment”) upon the latest of:
(i) satisfaction of all conditions of the Third Installment;

(ii) IRS Form(s) 8609 issued by Texas Housing Tax Credit Agency for each residential building in the Project;

(iii) the Tax Certification Letter with the blanks completed and any additions, deletions or modifications as necessary to make the statements contained therein true and correct in all material respects;

(iv) (a) Depreciation schedule, (b) reconciliation of depreciable basis to eligible basis, (c) occupancy schedule for the first year in the Credit Period and (d) an updated financial forecast of income and operating expenses;

(v) receipt of the most recent prior year paid property tax receipt that is available;

(vi) verification that the Partnership and Project are covered by insurance;

(vii) no event giving rise to the obligation of the Partnership to repurchase the interest of the Investment Limited Partner or the Special Limited Partner under the Partnership Agreement shall have occurred and not been waived by the Investment Limited Partner or the Special Limited Partner; and

(viii) receipt of a certificate of the General Partner that all of its representations and warranties set forth in the Partnership Agreement are true and correct in all material respects and no event of default with respect to the indebtedness of the Partnership has occurred and is existing.

Payment of each Installment will be conditioned upon a “date-down” of the Owner’s Title Insurance Policy and, with the exception of the amount set forth on the Closing Statement to be paid at closing from the First Installment, upon submission of a draw request in such form and content as shall be determined by the Special Limited Partner to be paid on a draw basis as needed for costs incurred. Notwithstanding the foregoing, a final “date-down” endorsement of the Title Insurance Policy, “dating-down” the effective date of the Title Insurance Policy and all endorsements attached thereto together with the issuance of an ALTA 3.1 endorsement, an ALTA “as-built” survey and a copy of a recorded plat of the Project (if applicable) shall be provided to the Special Limited Partner prior to the payment of the Final Installment.

Ownership Entity and Allocation of Profits and Losses – A Texas limited partnership. As stated above, the Investment Limited Partner’s legal counsel will draft the Partnership Agreement and such other ancillary documents as are needed.

99.990% Partnership Interest – To be held by the Investment Limited Partner or its assignees, as a limited partner;

0.001% Partnership Interest – To be held by RB Affordable Housing, Inc., an affiliate of the Investment Limited Partner (the “Special Limited Partner”), as a limited partner; and

0.009% Partnership Interest – To be held by the General Partner, as a general partner.
Subject to certain special allocation provisions, Profits and Losses of the Partnership shall be allocated in accordance with the foregoing percentage interests.

**Federal Housing Tax Credit Delivery** – The proposed investment by the Investment Limited Partner is based upon the anticipated allocation of Federal Housing Tax Credits to it in accordance with a schedule to be agreed upon by the parties.

**Guaranty** – Palladium USA, Inc. (the “Equity Guarantor”) shall provide in an Equity Indemnity and Guaranty Agreement the following indemnities and warranties to the Investment Limited Partner:

1. **Operating Deficit Guaranty** – Equity Guarantor shall provide an unlimited operating deficit guaranty (the “Operating Deficit Guaranty”) for all operating deficits until “Achievement of Required Debt Service Coverage Ratio,” meaning the first time and on average for the three (3) month period preceding the Third Installment, there has previously occurred three (3) consecutive full calendar months of Partnership operations that satisfy based upon the average of such three (3) consecutive full calendar months the Required Debt Service Coverage Ratio of 1.15:1 based on the previous three (3) months’ operations (referred to herein as the “Guaranty Modification Date”). At no time after the Guaranty Modification Date shall the Operating Deficit Guaranty exceed an amount equal to six (6) months of actual operating expenses for the prior ninety (90) days, replacement reserves (to the extent not included in operating expenses) and debt service based on the permanent loan terms. Thereafter, the Operating Deficit Guaranty will be eliminated on the date that is five (5) years after the Guaranty Modification Date, but only if (a) the Operating Deficit Reserve Account is fully funded and (b) the Project has maintained a 1.15 to 1 Debt Service Coverage Ratio for the last twelve (12) months in such five (5) year period. The Operating Deficit Guaranty is in addition to an Operating Deficit Reserve Account to be established as hereafter provided.

2. **Tax Indemnity** – Should the Federal Housing Tax Credits be reduced for any reason after the pay-in period described above, the Equity Guarantor shall reimburse Investment Limited Partner 91.00% for every dollar reduction. The Equity Guarantor shall reimburse the Investment Limited Partner for all amounts, including interest and penalties, should the Partnership become obligated to recapture the Federal Housing Tax Credits due to violation of the Partnership Agreement, the First Mortgage Loan, the Bridge Loan or applicable law by the General Partner. Any payment required as provided above shall be known as an “Adjustment Amount.” This guaranty shall expire seven (7) years after the Achievement of Required Debt Service Coverage Ratio.

3. **Guaranty of Completion** – The Equity Guarantor shall guaranty that the Project is built on budget and on time, and in accordance with the plans and specifications. The Guaranty of Completion shall expire upon payment of the Final Installment.

4. **Guaranty of General Partner’s Obligation** – The Equity Guarantor shall guarantee certain obligations of the General Partner under the Partnership Agreement to contribute capital to pay any unpaid, deferred development fee and to fulfill the repurchase obligation under certain circumstances.

**Property Management** – The General Partner agrees that Omnium Management Company, Inc., a Texas corporation, will serve as the property manager of Palladium Celina, Ltd. and cannot, without prior approval of the Investment Limited Partner, transfer its property management obligation. Omnium
Management Company, Inc. shall assess a property management fee consistent with standards established by the Texas Housing Tax Credit Agency.

**Distribution of Net Cash Flow** – Net Cash Flow (as will be defined in the Partnership Agreement) shall be distributed not later than forty-five (45) days after the end of each fiscal year, or, if later, within fourteen (14) days of the receipt of any required authorization from the First Mortgage lender or the Texas Housing Tax Credit Agency to distribute such Net Cash Flow, as follows:

(a) First, to the payment of any Adjustment Amount, together with any accrued interest thereon, with respect to the Partnership;

(b) Second, to the Developer (as hereafter defined) an amount equal to the Deferred Development Fee (as hereafter defined) until such time as the Deferred Development Fee shall be satisfied;

(c) Third, to the Special Limited Partner or any affiliate thereof, for payment of any other fees, debts, liabilities, or obligations owed to any such person including Special Additional Capital Contribution (as will be defined in the Partnership Agreement) and Limited Partner Advances (as will be defined in the Partnership Agreement);

(d) Fourth, to replenish the Operating Deficit Reserve Account and then to the General Partner or Equity Guarantor for repayment of any outstanding Operating Deficit Loans (as will be defined in the Partnership Agreement) and GP Loans (as will be defined in the Partnership Agreement) made with respect to the Partnership;

(e) Fifth, to the Investment Limited Partner, an amount equal to 40% of the taxable income, if any, reflected on the total of lines 1 through 7 of the Form K-1 received by the Investment Limited Partner with respect to such year as a result of an allocation hereof, and any amount which would have been distributed in prior years but for there being insufficient Net Cash Flow;

(f) Sixth, in an amount equal to 84.990% of Net Cash Flow for such year remaining after the payment of any items under (a) through (e) hereof for such year, to the General Partner for the Partnership Management Fee (as to be defined in the Partnership Agreement);

(g) Seventh, any remaining Net Cash Flow shall be distributed to 99.990% to the Investment Limited Partner, 0.001% to the Special Limited Partner and 0.009% to the General Partner.

Notwithstanding the foregoing, (i) Net Cash Flow shall not be distributed to either the General Partner or any of its Affiliates if either the General Partner or any of its Affiliates is subject to removal hereunder or has failed to perform any of its obligations under any of the Project Documents and (ii) Net Cash Flow shall not be distributed in amounts greater than permitted by the financing documents anticipated to be entered between the Partnership and any applicable Lender or Texas Housing Tax Credit Agency requirement. Notwithstanding anything to the contrary, in no event shall less than ten percent (10%) of the any Net Cash Flow paid pursuant to clauses (f) and (g) above, in the aggregate from any Net Cash Flow paid or distributed to the Investment Limited Partner and Special Limited Partner, and clauses (f) and (g) above shall be modified to the extent necessary so that the Investment Limited Partner and Special Limited Partner in the aggregate will receive ten percent (10%) of any Net Cash Flow paid or distributed pursuant to clauses (f) and (g) above. Finally, if Net Cash Flow for any Fiscal Year is not sufficient to pay the Partnership Management Fee for such Fiscal Year, such fee shall lapse to the extent not paid.

**Distribution of Net Cash Proceeds from a Sale or Refinancing** – In the event of a liquidating distribution, the Net Cash Proceeds resulting from a Refinancing or from a Sale (as to be defined in the
Partnership Agreement) in excess of the amount applied to Partnership mortgage obligations encumbering the property refinanced or sold shall be distributed and applied in the following order of priority:

(a) To the payment of the expenses of the Sale or Refinancing (as to be defined in the Partnership Agreement) and the debts and liabilities of the Partnership then due, excluding obligations to any Partner or Affiliates thereof other than accrued Investor Services Fee (as hereafter defined).

(b) To the setting up of any required reserves for any contingent or unforeseen liabilities or obligations of the Partnership; provided, however, that said reserves shall be deposited with a bank or trust company designated by the General Partner (or other Person(s) conducting the winding up of the Partnership) in escrow at interest for the purpose of disbursing such reserves for the payment of any of the aforementioned contingencies and, at the expiration of such period as the General Partner (or other Person(s) conducting the winding up of the Partnership) shall deem advisable, for the purpose of distributing the balance remaining thereafter as provided for hereinafter.

(c) To the payment, of any Adjustment Amount, together with any accrued interest thereon, with respect to the Partnership.

(d) To the General Partner for payment of Special Additional Capital Contribution and to the Investment Limited Partner for payment of Special Additional Capital Contribution and Limited Partner Advances and to any other advances or expenses incurred by the Special Limited Partner, the Investment Limited Partner, or any Affiliates thereof on behalf of the Partnership then due and payable.

(e) To the payment of any outstanding Operating Deficit Loans and/or GP Loans made with respect to the Partnership.

(f) To the General Partner, the amount, if any, of its Capital Contributions made to the Partnership in accordance with the terms of the Guaranty of Completion, or relating to unpaid Deferred Development Fees, reduced by the amount, if any, of prior distributions.

(g) To the Investment Limited Partner and the Special Limited Partner, an amount equal to any Federal income tax incurred as a result of a Sale or Refinancing.

(h) To the Partners with positive Capital Account balances (calculated prior to the allocation of Net Profit from Sale), pro-rata in accordance with their respective positive Capital Account balances until the Capital Accounts of all Partners with positive Capital Accounts shall have been reduced to zero.

(i) Finally, any remaining Net Cash Proceeds shall be distributed 14.990% to the Investment Limited Partner, 0.010% to the Special Limited Partner and 85.000% to the General Partner.

Notwithstanding anything to the contrary set forth in Section 4.5 of the Agreement, in no event shall less than ten percent (10.00%) of the any Net Cash Proceeds paid pursuant to clauses (h) and (i) above in the aggregate from shall be paid or distributed to the Investment Limited Partner and Special Limited Partner, and clauses (h) and (i) above shall be modified to the extent necessary so that the Investment Limited Partner and Special Limited Partner in the aggregate will receive ten percent (10.00%) of any Net Cash Proceeds paid or distributed pursuant to clauses (h) and (i) above. Except as will be otherwise provided in the Partnership Agreement, the other agreements entered in connection with the Partnership Agreement or by law, the General Partner shall have no personal liability with respect to a return of the Capital Contributions of the Investment Limited Partner.
Sale of Project – At the end of the Compliance Period (as to be defined in the Partnership Agreement), the Investment Limited Partner shall have the right to market the Project. Should the General Partner object to any proposed sale, it shall have a right of first refusal and may purchase the Project at the same price and on the same terms as set forth in any offer that the Investment Limited Partner might receive, with the Investment Limited Partner entitled to proceeds as noted above. In addition, the Partnership Agreement will grant to the Investment Limited Partner and Special Limited Partner the right to “put” their partnership interest to the General Partner at the end of both the Credit Period (as to be defined in the Partnership Agreement) and the Compliance Period for a payment of $1,000.

Financial Accounting – Among other reports, the General Partner shall provide the following reports to the Investment Limited Partner and Special Limited Partner:

(1) By October 31, an annual budget for the upcoming year.

(2) By February 28, the Partnership tax return and Schedule K-1 for the prior fiscal year.

(3) By March 15, audited financial statements for the prior fiscal year.

(4) Such other reports as the Investment Limited Partner or Special Limited Partner shall require.

Legal Review – The Partnership agreements, all guaranty agreements and other legal documents referencing the investment by the Limited Partner are subject to review by the Investment Limited Partner and preparation by Liles & Rushin, LLC as legal counsel for the Investment Limited Partner. The Partnership Agreement will contain representations, warranties and covenants typical to limited partnership agreements for national syndication for investment in Federal Housing Tax Credit transactions.

Due Diligence – From the date of the receipt of all due diligence items, set forth on the Due Diligence Checklist to be prepared by legal counsel for the Investment Limited Partner, the Investment Limited Partner shall have thirty (30) days to complete its due diligence review. The Investment Limited Partner’s due diligence shall include, but not be limited to, a review of the market study, an appraisal prepared by a third party independent appraiser, an ALTA survey with such survey certificate as the Investment Limited Partner may require, title commitment for an owner’s policy in the amount of the sum of the Investment Limited Partner’s capital contribution plus the amount of the permanent debt of the Partnership with such endorsements as the Investment Limited Partner may require, and a Phase I Environmental Review, all of which shall be paid for by the Partnership and shall be in form and substance acceptable to the Investment Limited Partner.

Federal Housing Tax Credit Adjuster – Should the final Federal Housing Tax Credits earned by the Project be greater than, or less than, $1,500,000 per annum the capital contribution by the Investment Limited Partner shall be increased or decreased accordingly by 91.00% for each dollar of Federal Housing Tax Credit increased or decreased, utilizing the same formula as set forth above for calculation of the capital contribution; provided, however, in no event will any additional capital contribution exceed $1,364,864.

Development Fee – Palladium Affordable Housing Development Celina, LLC., a Texas limited liability company and The Land Experts, LLC, a Texas limited liability company shall be the developers (the “Developer”) for the Project. A fee to be paid the Developer (the “Development Fee”) in the amount of $2,378,392 with $1,707,097 constituting the estimated cash portion of the Development Fee and $671,295 constituting the estimated Deferred Development Fee shall be agreed upon by the Partnership. In the event that the sources of funds are not sufficient to pay all of the Development Fee such portion (the “Deferred
Development Fee”) shall be deferred and paid out of Net Cash Flow as hereinbefore provided. Any Deferred Development Fee not paid by the thirteenth (13th) anniversary of the Completion Date (as such term will be defined in the Partnership Agreement) will be paid from a special contribution of capital to the Partnership by the General Partner.

Required Reserves – The greater of $515,878 or six (6) months of operating expenses and debt service (the “Operating Deficit Reserve”) shall be paid from the Second Installment into an Operating Deficit Reserve Account, which Operating Deficit Reserve Account shall be established with the Investment Limited Partner. If funds are withdrawn from the Operating Deficit Reserve Account, such funds must be restored from that portion of Net Cash Flow that would otherwise be paid to the General Partner as the Partnership Management Fee. A replacement reserve (the “Replacement Reserve”) in an amount of $250 per residential rental unit, per year will be established with the Investment Limited Partner. The Partnership will establish with the Investment Limited Partner on the Completion Date a tax and insurance reserve account to which the Partnership will deposit on the tenth (10th) day of each month an amount equal to one twelfth of the annual property tax and insurance premium, which tax and insurance premium will be paid from such account to the extent of funds then on deposit.

Financing – The amount, terms and conditions of the construction and permanent financing, if not provided by Regions Bank, must be acceptable to Investment Limited Partner.

Acknowledgment Of The Amounts And Terms Of All Other Anticipated Sources Of Funds:
In addition to Equity contributions in the amount of $13,648,635, there will be a Construction Loan of $6,423,200 with a variable interest rate equal to three percent (3.00%) above the 30-day LIBOR rate with a maximum 24 month term interest only, a First Mortgage Loan of $6,423,200 with a fixed interest rate of five percent (5.00%) with a term of 15 years after the Conversion Date amortized over a thirty-five (35) year period, a Bridge Loan of $8,470,000 with a variable interest rate equal to three percent (3.00%) above the 30-day LIBOR rate with a maximum 18 month term interest only, a City of Celina Fee Waiver in the amount of $500, and Deferred Developer Fee in the amount of $671,295.

Credit Worthiness: Additionally, Regions Bank has performed a preliminary review of the credit worthiness of Palladium Celina, Ltd., Palladium Celina GP, LLC, The Land Experts, and Palladium USA, Inc. At this time, Regions Bank has reviewed the development and principals and has no reservations with the development or any of the principals of the borrower.

Investor Service Fee – The Investment Limited Partner will receive an Investment Limited Partner service fee of $7,800 per year then increasing three percent (3.00%) every year which shall have payment priority after the payment of operating expenses, debt service and funding of required reserves.

Further Documents – The General Partner and the Investment Limited Partner intend to enter into definitive written agreements acceptable to each incorporating therein all of the terms, provisions and conditions of this transaction, as stated herein, together with the customary representations, warranties, covenants and indemnities which shall survive the closing, including but not limited to warranties of title; absence of defaults, litigation, liens, and undisclosed liabilities, existence of insurance; full compliance with applicable laws, regulatory agreements and environmental regulations; defect-free construction of the Project; authority of the General Partner, and the truth and accuracy and completeness of all assumptions expressed by the General Partner.

The Partnership shall be responsible for all costs incurred in the preparation of the Partnership Agreement and related documents, the Investment Limited Partner’s legal counsel, due diligence efforts, recording fees and similar matters.
CUSTOMER IDENTIFICATION PROGRAM - IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask you for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver’s license or other identifying documents.

THIS LETTER OF INTENT DOES NOT, NOR DOES IT INTEND TO CONTAIN ALL OF THE TERMS AND CONDITIONS OF THE PROPOSED TRANSACTION. THIS LETTER OF INTENT IS SUBJECT TO THE NORMAL APPROVAL AND DUE DILIGENCE PROCESS OF THE INVESTMENT LIMITED PARTNER AND ITS LEGAL COUNSEL, LILES & RUSHIN, LLC. THE INVESTMENT LIMITED PARTNER RESERVES THE RIGHT TO REQUIRE OTHER INFORMATION AND DOCUMENTS AS OUR COUNSEL AND THE INVESTMENT LIMITED PARTNER REASONABLY REQUIRE. THE INVESTMENT LIMITED PARTNER RESERVES THE RIGHT TO MAKE MODIFICATIONS TO THE CLOSING CHECKLIST. FURTHERMORE, CHANGES MAY BE MADE TO THIS LETTER OF INTENT DURING THE INVESTMENT APPROVAL PROCESS OR AT THE REQUEST OF OR RECOMMENDATION OF THE INVESTMENT LIMITED PARTNER'S COUNSEL OR CERTIFIED PUBLIC ACCOUNTANT. THIS LETTER OF INTENT IS NOT A COMMITMENT TO INVEST, BUT A FRAMEWORK THAT HAS BEEN INITIALLY APPROVED BY THE INVESTMENT LIMITED PARTNER'S INVESTMENT COMMITTEE.

THIS LETTER OF INTENT WILL EXPIRE IF NOT ACCEPTED BY THE GENERAL PARTNER ON BEHALF OF THE PARTNERSHIP AND THE EQUITY GUARANTORS BY MARCH 1, 2018. IF THIS LETTER OF INTENT IS ACCEPTED BY MARCH 1, 2018, IT WILL TERMINATE IF THE TRANSACTIONS CONTEMPLATED HEREBY ARE NOT CLOSED WITHIN ONE HUNDRED TWENTY (120) DAYS OF THE AWARD OF FEDERAL HOUSING TAX CREDITS BY THE TEXAS HOUSING TAX CREDIT AGENCY.

We appreciate having the opportunity to invest in this Partnership. Please feel free to give me a call if you have any questions or comments about this proposal. If the terms of this letter are satisfactory, please sign and return to me and I will proceed with getting the final approval of the Investment Limited Partner’s investment committee.

Very truly yours,

[Signature]
David N. Payne
Senior Vice President
Regions Bank
Accepted by: Palladium Celina, Ltd., a Texas limited partnership

By: Palladium Celina GP, LLC, a Texas limited liability company
   Its: General Partner

   ________________________________
   Name: Thomas E. Huth
   Its: Authorized Representative
   Date: 1-24-2018

EQUITY GUARANTOR:

Palladium USA, Inc., a Delaware corporation

   ________________________________
   Name: Thomas E. Huth
   Its: President and CEO
   Date: 1-24-2018
Tab 35 – LPS Letter
November 30, 2017

Mr. Thomas E. Huth
Palladium Celina Senior Living, Ltd.
13455 Noel Road, Suite 400
Dallas, TX 75240

RE: Commitment of Development Funding by Local Political Subdivision for Palladium Celina Senior Living located on the south side of E. Sunset Blvd and west of County Road 89, City of Celina, Collin County, Texas

Dear Mr. Huth:

Pursuant to your request, I can confirm that I am the local government official with appropriate jurisdiction to state the following. Palladium Celina Senior Living, Ltd. has requested a commitment of funding for the support of the Palladium Celina Senior Living development to satisfy a requirement of Section 11.9(d)(2) of the 2018 Qualified Allocation Plan as published by the Texas Department of Housing and Community Affairs. The City of Celina will provide reduced fees to the Palladium Celina Senior Living development in the amount of $500. It is the intention of this letter to firmly commit this benefit to the Palladium Celina Senior Living development in order to satisfy the requirement of Section 11.9(d)(2) in order to gain 1 point under that rule for this commitment of funds. Thank you for your consideration.

Sincerely,

[Signature]

Jason Ladner
City Manager
Tab 36 – Sponsor Characteristics
Pursuant to §11.9(b)(2) of the Qualified Allocation Plan, an Application may qualify to receive up to two (2) points provided the ownership structure meets one of the following requirements in parts 1 OR 2 below:

1. **Application is attempting to score as a Qualified Nonprofit or certified HUB with ownership interest and material participation and meets the criteria below:**
   - **Yes** If attempting to score as a certified HUB, evidence of the HUB's existence from the Texas Comptroller of Accounts is provided behind this Tab
   - **Yes** The Qualified Nonprofit or certified HUB has some combination of ownership interest, cash flow from operations, and developer fee which taken together equal at least 50% and no less than 5% for any category.
     - Ownership Interest: **30.000%**
     - Cash flow from operations: **10.000%**
     - Developer Fee: **10.000%**
     - Total: **50.00%**
   - **Yes** The Qualified Nonprofit or certified HUB will materially participate in the Development and the operation of the Development throughout the Compliance Period. A detailed narrative describing how that material participation will be achieved is included.
   - **Yes** The Qualified Nonprofit or certified HUB has experience directly related to the housing industry. Mark all that apply and provide a detailed narrative describing experience in each category:
     - Property Management
     - Construction
     - Development
     - Financing
     - Compliance
     - **X** No Principals of the Qualified Nonprofit or HUB are related Parties to any other Principals of the Applicant or Developer.
     - **X** Evidence of experience in the housing industry and a statement regarding material participation are provided behind this tab.

   **Points Claimed:** 2

2. **Application is attempting to score as a participating Nonprofit or certified HUB and meets the criteria below:**
   - **Yes** A certified HUB will participate in Development Services or provide onsite tenant services, and evidence of the HUB's existence from the Texas Comptroller of Accounts is provided behind this Tab.
   - **Yes** A Nonprofit will participate in Development Services or provide onsite tenant services, and evidence from a state or federal source of the organization's nonprofit status is provided behind this Tab.
   - **X** No Principals of the HUB or Nonprofit are related Parties to any other Principal of the Applicant or Developer.
   - **X** Evidence of experience in the provision of Development Services or in the provision of on-site tenant services as well as a detailed narrative describing how the HUB or Nonprofit will provide such services must be included behind this tab.

   **Points Claimed:** 0

   **Total Points Claimed:** 2
Tab 36 – HUB Certificate and Resume
TAB 36 Sponsor Characteristics
Qualified HUB

The Development owner certifies that he HUB will materially participate in the Development. There is no relationship between the Principals of the HUB and any other Principals of the Applicant or Developer.

The HUB will participate materially in the development and financing phases of the Development. She will be involved at the General Partner level decision-making regarding development, financing and ongoing operations of the community throughout the compliance period.

[Signature]

Tom E. Huth
President, Managing Member of GP
The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority and woman-owned businesses as HUBs and is designed to facilitate the participation of minority and woman-owned businesses in state agency procurement opportunities.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company’s profile is listed in the State of Texas HUB Directory and may be viewed online at http://www.window.state.tx.us/procurement/cmbl/hubonly.html. Provided that your company continues to meet HUB eligibility requirements, the enclosed HUB certificate is valid for four years.

You must notify the HUB Program in writing of any changes affecting your company’s compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. Note: Any changes made to your company’s information may require the HUB Program to re-evaluate your company’s eligibility.

Please reference the enclosed pamphlet for additional resources, such as the state’s Centralized Master Bidders List (CMBL), that can increase your chance of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

THE LAND EXPERTS LLC

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 23-JAN-2015, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business’ application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Paul Gibson, Statewide HUB Program Manager
Texas Procurement and Support Services

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (http://www.window.state.tx.us/procurement/cmbl/cmbhub.html) or by contacting the HUB Program at 1-888-863-5881 or 512-463-5872.
RESUME OF KIM SCHWIMMER, MANAGING MEMBER, THE LAND EXPERTS LLC

The Land Experts LLC was certified by the Texas Comptroller of Public Accounts as a Historically Underutilized Business in 2015. As a partner to the Palladium Development Team, The Land Experts LLC will materially participate in the development, financing, pre-development activities, construction, leasing and day-to-day operations in developments financed by the TDHCA 9% Housing Tax Credit Program. Below is a list describing the specific responsibilities The Land Experts LLC will perform in its role as a Historically Underutilized Business Partner:

RESPONSIBILITIES:
- Represent Developer in communications with landowners, real estate brokers, government officials, attorneys, engineers, title companies, general contractors & lenders in all aspects of the process from site selection through development and construction;
- Orchestrate initial and ongoing meetings between Developer and Landowners, Brokers, Centers of Influence, City Managers, Planning & Zoning, and Economic Development to introduce the Developer, provide education about the program, and discuss possible sites for the Project;
- Evaluate market areas and census tracts to determine suitability for Project; locate specific sites within those areas for consideration and present detailed analysis to Development Team;
- Negotiate land contracts on behalf of Developer in an effort to obtain the best possible terms; Educate brokers and landowners as to the timelines involved in the process;
- Become familiar with local zoning ordinances, procedures and timelines;
- Leverage local contacts to learn how to best approach municipalities and how to garner local support for Project;
- Ensure that the Plans and Specifications for the Project are in compliance with applicable development codes and other laws, ordinances, rules and regulations;
- Ensure that there are no flood plain impacts which will affect the Project, or if so, that they will be appropriately mitigated in compliance with local and lender requirements;
- Attend construction progress meetings with the general contractors, and meetings with the Construction Lender;
- Monitor draw requests, disbursements and payments of amounts owed to the architect, engineers, general contractor and subcontractors
- Coordinate with local service agencies, including housing authorities, welfare and social services departments, churches and other organizations operating for the purpose of assisting the needy, to advise such agencies about the availability of the Project as desirable housing for low-income families, and promote and encourage such agencies to refer potential residents to the Project;
- Consider ways in which the availability of the Project as suitable housing for low
income families may be made more widely known in the community;
- Obtain information from low income residents in the Project as to services which
might be provided to such residents by the Partnership;
- Obtain information from residents concerning social and educational services from
the community which might be provided to residents at the Project;
- Obtain governmental building code or regulatory approvals and certificates of
occupancy for all of the buildings and residential units of the Project;
- Cause the Project to be completed in a prompt and expeditious manner, with good
workmanship and compliance with:
   1) Plans and Specifications, as approved or amended by the Partnership under
      any Loan Agreements or the Partnership Agreement,
   2) Any and all zoning regulations, city or county ordinances, including without
      limitation, health, fire and safety regulations, environmental standards and
      regulations, and any other requirements of federal, state and local laws, rules,
      regulations and ordinances applicable to the construction of the Project;
   3) Any and all obligations of the Partnership under any Loan Agreement or
      Partnership Agreement;
- Review the annual operating budget for the Project;

- Deliver to the Partnership:
  1) A dimensioned “as-built” ALTA survey with the surveyor’s certification that
     it is acceptable to any lender, the Investor Limited Partner, and title company of the
     land, the site plan which shows the completed Project which locates all buildings,
     improvements, easements, setback lines, rights-of-way, restrictive covenants,
     encroachments, and other recorded or apparent matters encumbering or affecting the
     land after completion of the Project; and

  2) “As built” drawings, plans, specifications prepared by the architect and
     engineers of the finished construction of the Project;
- Provide to and periodically update for the Partnership the Project construction
timeline which coordinates and integrates the services of the general contractor,
architect, and engineers’ services with construction schedules;
- Collaborate with the general contractor, architect, engineers to establish and
  implement procedures for expediting the processing and approval of shop drawings
  and samples;
- Perform and administer any and all other services and responsibilities of the
  Primary Developer in any other provisions of the Development Agreement, or as
  provided for in the Partnership Agreement;
- Collaborate, cooperate and coordinate the duties and responsibilities of the
  Developer;
- Review and assist in the day-to-day property operations, including, but not limited to, review of property financial statements, management leasing reports, marketing reports, and compliance reports required during the TDHCA Compliance Period;
- Assist in the completion of the TDHCA and HUD annual reporting requirements during the Compliance Period;

**STATEMENT OF QUALIFICATIONS AND EXPERIENCE**

The Land Experts LLC, a single member LLC, became a Texas Certified HUB in 2015. Kim Schwimmer, the sole Managing Member of The Land Experts LLC, has 22 years experience in commercial real estate, with expertise in site selection, seller and buyer representation and land development. Kim’s land expertise covers 8 North Texas counties, which makes her well qualified to locate, vet and partner in developing sites for the HTC program. Kim has been working in the tax credit industry since 2013, and has been instrumental in closing and developing four tax credit developments in North Texas.

Kim Schwimmer obtained her Bachelor of Business Administration in Finance from the University of Texas at Austin, and obtained her Masters of Business Administration in Finance from Fordham University in New York. Kim spent 10 years working in the banking and mutual fund industries, and began her career working for Citigroup on Wall Street before making her way to Dallas with Bank of America. Kim worked in the Dallas finance arena for several years before starting her real estate career in the mid 1990’s. Since then, Kim has formed her own land investment and brokerage firm, and has become a local land expert representing and advising developers, investors, business owners and families in their land acquisitions and sales.

**Designations**

- Texas Real Estate Broker’s License – since 1999
- Member – National Association of Realtors
- Member - Texas Association of Realtors
- Member- North Texas Commercial Association of Realtors
- Member- Metrotex Association of Realtors
- Member – Commercial Association of Realtors
- Member – Texas Affiliation of Affordable Housing Providers
| Tab 37 – Applicant and Developer Ownership Charts |
Owner and Developer Organization Charts

*Applicants should note that subsequent changes to the Development Ownership structure presented in this section will require the written consent of the Department.*

Pursuant to §10.204(13)(A) of the Uniform Multifamily Rules, submit three separate charts. One showing the complete organizational structure of each of the following entities: Development Owner, Developer, and Guarantor.

The organization charts must include:

- The names and ownership percentages of all Persons having an ownership interest in the Development Owner, Developer, and/or Guarantor.
- Nonprofit entities, public housing authorities, publicly traded corporations, individual board members and executive directors must be included in Organization charts.
- Any and all trusts must list all beneficiaries that have the legal ability to control or direct activities of the trust and are not just financial beneficiaries.

In the case of:

(A) Partnerships - Principals include all general Partners and Special LPs (any LP that is not the Syndicator is a "Special LP");

(B) Corporations - Principals include the executive director and all members of the board (shown with "0%" ownership as applicable). For to-be formed instrumentalities of PHAs, where the executive director and board remain to be determined, include the PHA, itself, and its members;

(C) Limited liability companies - Principals include all the managing members and all other members.

**Org. Chart Example:**

![Organization Chart Example]

Information about Organizations that will own or control the Applicant or other related organizations will be provided in the List of Organizations with an Ownership Special Interest in the Applicant form.

Note that the percentage refers to the entity to which the Person is directly connected, not to the whole Development Owner.

If a revised chart is submitted, include date of submission!
Palladium USA, Inc.
(100% Owner of Palladium Celina Senior Living GP Mgr, Inc. and Guarantor)
EIN 06-1362390
Thomas E. Huth – Authorized Signer
James H. Bennett - Director
Tab 38 – List of Organizations and Principals
### List of Organizations and Principals

Provide the requested information for all partnerships, corporations, limited liability companies, trusts, or any other public or private entity and their Affiliates identified on the Owner and Developer Organization Charts. Organizations that own or control other organizations should also be identified until the only remaining sub-entity would be natural persons. Organizations that are Developers and/or Guarantors must also be listed on this form as must any organization (and natural person whose ownership interest in an applicable entity is direct instead of via membership in an organization) that will receive more than 10% of the developer fee. (Note - Entity Names, Principals, and ownership percentage should coincide with the Owner and Developer Organization Charts)

<table>
<thead>
<tr>
<th>Applicant Legal Name</th>
<th>Palladium Celina Senior Living, Ltd.</th>
<th>City: Dallas State: TX Zip: 75240</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>13455 Noel Road, Suite 400</td>
<td></td>
</tr>
<tr>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
<td>Applicant/Owner</td>
<td></td>
</tr>
<tr>
<td>Organization legally formed?</td>
<td>No</td>
<td>Date formed: TBD</td>
</tr>
<tr>
<td>Previous TDHCA Experience?</td>
<td>No</td>
<td>Phone: (972) 774-4400</td>
</tr>
<tr>
<td>Organization is identified on Org. Chart:</td>
<td>Yes</td>
<td>Email: <a href="mailto:tom@palladiumusa.com">tom@palladiumusa.com</a></td>
</tr>
<tr>
<td>Ability to exercise Control over the Development?</td>
<td>Yes</td>
<td></td>
</tr>
</tbody>
</table>

**Org. 1**

<table>
<thead>
<tr>
<th>Organization Legal Name</th>
<th>Palladium Celina Senior Living GP, LLC</th>
<th>Role/Title: General Partner</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>13455 Noel Road, Suite 400</td>
<td></td>
</tr>
<tr>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
<td>Palladium Celina Senior Living, Ltd.</td>
<td></td>
</tr>
<tr>
<td>Organization legally formed?</td>
<td>No</td>
<td>Date formed: TBD</td>
</tr>
<tr>
<td>Previous TDHCA Experience?</td>
<td>No</td>
<td>Phone: 972-774-4400</td>
</tr>
<tr>
<td>Organization is identified on Org. Chart:</td>
<td>Yes</td>
<td>Email: <a href="mailto:tom@palladiumusa.com">tom@palladiumusa.com</a></td>
</tr>
<tr>
<td>Ability to exercise Control over the Development?</td>
<td>Yes</td>
<td></td>
</tr>
</tbody>
</table>

**List of Sub-Entities or Principals:**

1. Palladium Celina Senior Living GP Mgr, Inc. TDHCA Experience: No
2. The Land Experts LLC TDHCA Experience: Yes
3. TDHCA Experience: 
4. TDHCA Experience: 
5. TDHCA Experience: 
6. TDHCA Experience: 

**Org. 2**

<table>
<thead>
<tr>
<th>Organization Legal Name</th>
<th>Palladium Celina Senior Living GP Mgr, Inc.</th>
<th>Role/Title: Co-Manager of GP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>13455 Noel Road, Suite 400</td>
<td></td>
</tr>
<tr>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
<td>Palladium Celina Senior Living, Ltd.</td>
<td></td>
</tr>
<tr>
<td>Organization legally formed?</td>
<td>No</td>
<td>Date formed: TBD</td>
</tr>
<tr>
<td>Previous TDHCA Experience?</td>
<td>No</td>
<td>Phone: 972-774-4400</td>
</tr>
<tr>
<td>Organization is identified on Org. Chart:</td>
<td>Yes</td>
<td>Email: <a href="mailto:tom@palladiumusa.com">tom@palladiumusa.com</a></td>
</tr>
<tr>
<td>Ability to exercise Control over the Development?</td>
<td>Yes</td>
<td></td>
</tr>
</tbody>
</table>

**List of Sub-Entities or Principals:**

1. Palladium USA, Inc. TDHCA Experience: Yes
2. TDHCA Experience: 
3. TDHCA Experience: 
4. TDHCA Experience: 
5. TDHCA Experience: 
6. TDHCA Experience: 

**Org. 3**

<table>
<thead>
<tr>
<th>Organization Legal Name</th>
<th>Palladium USA, Inc.</th>
<th>Role/Title: Owner of Palladium GP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>13455 Noel Road, Suite 400</td>
<td></td>
</tr>
<tr>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
<td>Palladium Celina Senior Living GP, Inc.</td>
<td></td>
</tr>
<tr>
<td>Organization legally formed?</td>
<td>Yes</td>
<td>Date formed: 8/28/1992</td>
</tr>
<tr>
<td>Previous TDHCA Experience?</td>
<td>Yes</td>
<td>Phone: 972-774-4400</td>
</tr>
<tr>
<td>Organization is identified on Org. Chart:</td>
<td>Yes</td>
<td>Email: <a href="mailto:tom@palladiumusa.com">tom@palladiumusa.com</a></td>
</tr>
<tr>
<td>Ability to exercise Control over the Development?</td>
<td>Yes</td>
<td></td>
</tr>
</tbody>
</table>

**List of Sub-Entities or Principals:**

1. Palladium Italia S.r.l. TDHCA Experience: Yes
2. Thomas E. Huth TDHCA Experience: Yes
3. James H. Bennett TDHCA Experience: Yes
4. TDHCA Experience: 
5. TDHCA Experience: 
6. TDHCA Experience: 

**Palladium USA, Inc.:**
- **Address:** 13455 Noel Road, Suite 400
- **City:** Dallas
- **State:** TX
- **Zip:** 75240
- **Phone:** 972-774-4400
- **Email:** tom@palladiumusa.com

**Palladium Italia S.r.l.:**
- **Address:** 13455 Noel Road, Suite 400
- **City:** Dallas
- **State:** TX
- **Zip:** 75240
- **Phone:** 972-774-4400
- **Email:** tom@palladiumusa.com
<table>
<thead>
<tr>
<th>Org.</th>
<th>Organization Legal Name</th>
<th>Role/Title</th>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>Palladium Italia S.r.l.</td>
<td>Owner of Palladium I</td>
<td>13455 Noel Road, Suite 400</td>
<td>Dallas</td>
<td>TX</td>
<td>75240</td>
</tr>
<tr>
<td>5</td>
<td>Geplant N.V.</td>
<td>Owner of Palladium I</td>
<td>13455 Noel Road, Suite 400</td>
<td>Dallas</td>
<td>TX</td>
<td>75240</td>
</tr>
<tr>
<td>6</td>
<td>Palladium International S.a.r.l.</td>
<td>Owner of Geplant N.'</td>
<td>13455 Noel Road, Suite 400</td>
<td>Dallas</td>
<td>TX</td>
<td>75240</td>
</tr>
<tr>
<td>7</td>
<td>The Land Experts LLC</td>
<td>Co-Manager of GP</td>
<td>1917 Mount McKinley Place</td>
<td>Cedar Hill</td>
<td>TX</td>
<td>75104</td>
</tr>
</tbody>
</table>

### Name(s) of Entities the Organization Owns or Controls:

- Palladium USA, Inc.
- Geplant N.V.
- Palladium Italia S.r.l.

### Organization legally formed?

- Yes
- Yes
- Yes

### Date formed:

- N/A
- N/A
- N/A

### Previous TDHCA Experience?

- Yes
- Yes
- Yes

### Phone:

- 972-774-4400
- 972-774-4400
- 972-774-4400

### Email:

- tom@palladiumusa.com
- tom@palladiumusa.com
- tom@palladiumusa.com

### Address:

- 1917 Mount McKinley Place, Cedar Hill, TX 75104

### Legal Org is or will be:

- Palladium USA, Inc.
- Palladium Italia S.r.l.
- Geplant N.V.

### List of Sub-Entities or Principals:

1. **Palladium Italia S.r.l.**
   - TDHCA Experience: Yes
2. **Geplant N.V.**
   - TDHCA Experience: Yes
3. **Palladium International S.a.r.l.**
   - TDHCA Experience: Yes
4. **Geplant N.V.**
   - TDHCA Experience: Yes
5. **Palladium Italia S.r.l.**
   - TDHCA Experience: Yes
6. **The Land Experts LLC**
   - TDHCA Experience: Yes

### Ability to exercise Control over the Development?

- No
- No
- No
- Yes
<table>
<thead>
<tr>
<th>Organization</th>
<th>Role/Title</th>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
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</thead>
<tbody>
<tr>
<td>8</td>
<td>Developer</td>
<td>13455 Noel Road, Suite 400</td>
<td>Dallas</td>
<td>TX</td>
<td>75240</td>
</tr>
<tr>
<td>9</td>
<td>Owner of Palladium</td>
<td>13455 Noel Road, Suite 400</td>
<td>Dallas</td>
<td>TX</td>
<td>75240</td>
</tr>
</tbody>
</table>

| Name(s) of Entities the Organization Owns or Controls: | Palladium Affordable Housing Development Celina, LLC |

<table>
<thead>
<tr>
<th>Organization legally formed?</th>
<th>Yes</th>
<th>Date formed:</th>
<th>9/9/1995</th>
</tr>
</thead>
<tbody>
<tr>
<td>Legal Org is or will be:</td>
<td>Corporation</td>
<td></td>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>Previous TDHCA Experience?</th>
<th>Yes</th>
<th>Phone:</th>
<th>972-774-4400</th>
</tr>
</thead>
<tbody>
<tr>
<td>Email:</td>
<td><a href="mailto:tom@palladiumusa.com">tom@palladiumusa.com</a></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Organization is identified on Org. Chart: | Yes | Ability to exercise Control over the Development? | No |

<table>
<thead>
<tr>
<th>List of Sub-Entities or Principals:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Palladium USA International, Inc.</td>
</tr>
<tr>
<td>2. Palladium Italia S.r.l.</td>
</tr>
<tr>
<td>3. Thomas E. Huth</td>
</tr>
<tr>
<td>4. James H. Bennett</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Organization Legal Name:</th>
<th>Palladium Affordable Housing Development Celina, LLC</th>
<th>Role/Title</th>
<th>Developer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>13455 Noel Road, Suite 400</td>
<td>City:</td>
<td>Dallas</td>
</tr>
<tr>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
<td>Palladium Affordable Housing Development Celina, LLC</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Organization legally formed?</td>
<td>Yes</td>
<td>Date formed:</td>
<td>9/9/1995</td>
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<tr>
<td>Legal Org is or will be:</td>
<td>Corporation</td>
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</table>

<table>
<thead>
<tr>
<th>Previous TDHCA Experience?</th>
<th>Yes</th>
<th>Phone:</th>
<th>972-774-4400</th>
</tr>
</thead>
<tbody>
<tr>
<td>Email:</td>
<td><a href="mailto:tom@palladiumusa.com">tom@palladiumusa.com</a></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Organization is identified on Org. Chart: | Yes | Ability to exercise Control over the Development? | No |

<table>
<thead>
<tr>
<th>List of Sub-Entities or Principals:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Palladium USA International, Inc.</td>
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<td>2. Palladium Italia S.r.l.</td>
</tr>
<tr>
<td>3. Thomas E. Huth</td>
</tr>
<tr>
<td>4. James H. Bennett</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
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<th>Palladium Affordable Housing Development Celina, LLC</th>
<th>Role/Title</th>
<th>Developer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>13455 Noel Road, Suite 400</td>
<td>City:</td>
<td>Dallas</td>
</tr>
<tr>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
<td>Palladium Affordable Housing Development Celina, LLC</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Organization legally formed?</td>
<td>Yes</td>
<td>Date formed:</td>
<td>9/9/1995</td>
</tr>
<tr>
<td>Legal Org is or will be:</td>
<td>Corporation</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Previous TDHCA Experience?</th>
<th>Yes</th>
<th>Phone:</th>
<th>972-774-4400</th>
</tr>
</thead>
<tbody>
<tr>
<td>Email:</td>
<td><a href="mailto:tom@palladiumusa.com">tom@palladiumusa.com</a></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Organization is identified on Org. Chart: | Yes | Ability to exercise Control over the Development? | No |

<table>
<thead>
<tr>
<th>List of Sub-Entities or Principals:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Palladium USA International, Inc.</td>
</tr>
<tr>
<td>2. Palladium Italia S.r.l.</td>
</tr>
<tr>
<td>3. Thomas E. Huth</td>
</tr>
<tr>
<td>4. James H. Bennett</td>
</tr>
</tbody>
</table>
Tab 39 – Previous Participation Form
Previous Participation Form

Form must be completed separately for each entity (i.e. person, organization, etc.) that has or will have a controlling interest or oversight in the contract, award, agreement, or ownership transfer being considered. This form should also be completed for each board member, individual with signature authority, executive director, or elected official that represents the person/entity (as applicable).

Person/Role: 
Palladium Celina Senior Living, Ltd.

Email Address: 
Tom@palladiumusa.com

City & State of Home Addr: 
13455 Noel Road, Suite 400, Dallas, TX 75240

Applicant Legal Name: 
Palladium Celina Senior Living, Ltd.

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, HOME (RHD), and BOND) that you have controlled at any time.

[ ] By selecting this box I certify that I have no prior experience with any TDHCA administered affordable rental program.

<table>
<thead>
<tr>
<th>TDHCA ID#</th>
<th>Property Name</th>
<th>Property City</th>
<th>Program</th>
<th>Control began (mm/yy)</th>
<th>Control End (mm/yy)</th>
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<td>Email Address:</td>
<td><a href="mailto:Tom@palladiumusa.com">Tom@palladiumusa.com</a></td>
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<td>City &amp; State of Home Addr:</td>
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Person/Role: Thomas E. Huth
Email Address: tom@palladiumusa.com
City & State of Home Addr: 13455 Noel Road, Suite 400, Dallas, TX 75240
Applicant Legal Name: Palladium Celina Senior Living, Ltd.

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| Person/Role: | Palladium Affordable Housing Development Celina, LLC |
| Email Address: | Tom@palladiumusa.com |
| City & State of Home Addr: | 13455 Noel Road, Suite 400, Dallas, TX 75240 |
| Applicant Legal Name: | Palladium Celina Senior Living, Ltd. |

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Person/Role:
Palladium USA, Inc.

Email Address:
tom@palladiumusa.com

City & State of Home Addr:
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Person/Role: **Thomas E. Huth**
Email Address: **tom@palladiumusa.com**
City & State of Home Addr: **13455 Noel Road, Suite 400, Dallas, TX 75240**
Applicant Legal Name: **Palladium Celina Senior Living, Ltd.**

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Person/Role: James H. Bennett
Email Address: tom@palladiumusa.com
City & State of Home Addr: 13455 Noel Road, Suite 400, Dallas, TX 75240
Applicant Legal Name: Palladium Celina Senior Living, Ltd.

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**Person/Role:**  
The Land Experts LLC  

**Email Address:**  
kimschwimmer@rksgrouprealstate.com  

**City & State of Home Addr:**  
1917 Mount McKinley Place, Cedar Hill, TX  

**Applicant Legal Name:**  
Palladium Celina Senior Living, Ltd.

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Person/Role: Kim Schwimmer
Email Address: kimschwimmer@rksgroupleasestate.com
City & State of Home Addr: 1917 Mount McKinley Place, Cedar Hill, TX
Applicant Legal Name: Palladium Celina Senior Living, Ltd.

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Person/Role: Palladium Italia S.r.l.
Email Address: tom@palladiumusa.com
City & State of Home Addr: 13455 Noel Road, Suite 400, Dallas, TX 75240
Applicant Legal Name: Palladium Celina Senior Living, Ltd.

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2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three(3) years by placing an "x" next to the program name.

☐ By selecting this box I certify that I have no prior experience with any TDHCA Single Family or Community Affairs Programs.

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</tr>
<tr>
<td>Other:</td>
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Previous Participation Form

Form must be completed separately for each entity (i.e. person, organization, etc.) that has or will have a controlling interest or oversight in the contract, award, agreement, or ownership transfer being considered. This form should also be completed for each board member, individual with signature authority, executive director, or elected official that represents the person/entity (as applicable).

Person/Role:  
Palladium International S.a.r.l.

Email Address:  
tom@palladiumusa.com

City & State of Home Addr:  
13455 Noel Road, Suite 400, Dallas, TX 75240

Applicant Legal Name:  
Palladium Celina Senior Living, Ltd.

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, RHD), and BOND) that you have controlled at any time.

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<td>13152</td>
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<td>THF Palladium Midland</td>
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<tr>
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2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three(3) years by placing an “x” next to the program name.

**X** By selecting this box I certify that I have no prior experience with any TDHCA Single Family or Community Affairs Programs.

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Person/Role: Fiorensa Rancilio
Email Address: tom@palladiumusa.com
City & State of Home Addr: 13455 Noel Road, Suite 400, Dallas, TX 75240
Applicant Legal Name: Palladium Celina Senior Living, Ltd.

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Person/Role: Cesare Rancilio
Email Address: tom@palladiumusa.com
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</table>
Tab 40 – Nonprofit Participation

Not Applicable
Tab 41 – Nonprofit Supporting Documentation

Not Applicable
Tab 42 – Development Team
Members
The requested information on all known Development Team members must be provided. In addition to the categories listed below, the “Other” category should be used to list all known Development Team members that are included in the “Development Cost Schedule.” If the team member that will be utilized is not yet known, indicate “TBD.” If it is anticipated that the Development Team category will not be utilized, indicate “N/A.”

* If there is a direct or indirect, financial, or other interest with Applicant or other team members, provide an attachment behind this form in the Application that explains the relationship(s).

### Developer:

<table>
<thead>
<tr>
<th>Palladium Affordable Housing</th>
<th>Thomas E. Huth</th>
<th>(972) 774-4400</th>
</tr>
</thead>
<tbody>
<tr>
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<tr>
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### Housing General Contractor:

<table>
<thead>
<tr>
<th>Carleton Construction, Ltd.</th>
<th>Neil Hildebrandt</th>
<th>(972) 980-9810</th>
</tr>
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### Infrastructure General Contractor:

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### Cost Estimator:

<table>
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<tr>
<th>Palladium USA International, Inc.</th>
<th>Scott Johnson</th>
<th>(972) 774-4450</th>
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### Architect:

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<thead>
<tr>
<th>Humphries &amp; Partners Architects, L.P.</th>
<th>Michael Smith</th>
<th>(972) 701-9636</th>
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<tr>
<td>Role</td>
<td>Company/Contact</td>
<td>Contact Name</td>
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<tr>
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<tr>
<td>Engineer</td>
<td>Cross Engineering Consultants, Inc.</td>
<td>Johnathan Hake</td>
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<td>Civil Engineer</td>
<td>Cross Engineering Consultants, Inc.</td>
<td>Johnathan Hake</td>
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<tr>
<td>Market Analyst</td>
<td>Apartment MarketData, LLC</td>
<td>Darrell Jack</td>
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<tr>
<td>Attorney</td>
<td>Shackelford Melton &amp; McKinley</td>
<td>John Shackelford</td>
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<tr>
<td>Accountant</td>
<td>Novogradic &amp; Company LP</td>
<td>George Littlejohn</td>
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### Property Manager:

<table>
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<tr>
<th>Contact Name</th>
<th>Phone</th>
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<tr>
<td>Omnium Management</td>
<td>(972) 774-4436</td>
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<thead>
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<tbody>
<tr>
<td><a href="mailto:fredd@palladiumusa.com">fredd@palladiumusa.com</a></td>
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<td>20-1974048</td>
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Certified Texas HUB?       No

This is a direct or indirect, financial, or other interest with Applicant or other team members*    Yes

### Originator of Underwriter:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
</tr>
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<tbody>
<tr>
<td>Regions Bank</td>
<td>(601) 790-8269</td>
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<tr>
<td><a href="mailto:davidn.payne@regions.com">davidn.payne@regions.com</a></td>
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<td>63-0371391</td>
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Certified Texas HUB?       No

This is a direct or indirect, financial, or other interest with Applicant or other team members*    No

### Bond Issuer:

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<tr>
<th>Contact Name</th>
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### Supportive Services Provider:

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<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
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</tr>
</tbody>
</table>

Certified Texas HUB?       No

This is a direct or indirect, financial, or other interest with Applicant or other team members*    No
Identity of Interest
2018 TDHCA Tax Credit Application

Development Team Members

The Applicant and different Development Team Members have an indirect relationship with the following organizations:

Applicant - Affiliates of the Applicant are also Affiliates of the Developer, Cost Estimator, The Land Experts and Property Manager.
Tab 43 – Architect Certification
The form for the certification will be posted to the Department's website at http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm.

NOTE: The certification requires a separate statement be submitted that describes how the accessibility requirements for the physically accessible/hearing and visual impaired Units will be met, along with related parking requirements. Be sure this statement is attached to this certification.
I (We) certify that the Development will be designed and built to meet the accessibility requirements of the Federal Fair Housing Act as implemented by HUD at 24 C.F.R. Part 100 and the Fair Housing Act Design Manual, Titles II and III of the Americans with Disabilities Act (42 U.S.C. Sections 12131-12189) as implemented by the Department of Justice regulations at 28 C.F.R. Parts 35 and 36, and the Department’s Accessibility rules in 10 TAC Chapter 1, Subchapter B, in effect at the time of certification.

I (we) certify that all materials submitted to the Department by the Architect or Applicant constitute records of the Department subject to Chapter 552, Tex. Gov’t Code, and the Texas Public Information Act.

I (We) certify that in accordance with Section 504 of the Rehabilitation Act of 1973 and implemented at 24 C.F.R. Part 8, if the Development includes the New Construction or substantial rehabilitation of multifamily units (4 or more units per building), at least five percent (5%) of all dwelling units will be designed and built to be accessible for persons with mobility impairments. A unit that is on an accessible route and is adaptable and otherwise compliant with the 2010 ADA Standards with the exceptions listed in “Nondiscrimination on the Basis of Disability in Federally Assisted Programs and Activities” (Federal Register 79 FR 29671) meets this requirement. In addition, at least two percent (2%) of all dwelling units will be designed and built to be accessible for persons with hearing or vision impairments.

I (We) have attached a statement describing how the requirements Section 504 of the Rehabilitation Act of 1973 and implemented at 24 C.F.R. Part 8 will be met as described in 10 TAC Chapter 1, Subchapter B. At a minimum, the statement will include (1) The total number of Units (2) Number and description of Unit types, the number of Units of each Type, (3) Number of Units of each Type that will meet the accessibility requirements, and (4) a description of how the accessibility requirements relating to Unit distribution will be met.

I (We) certify that if the Development includes the New Construction or Rehabilitation of single family units (1 to 3 units per building), every unit will be designed and built to meet the accessibility requirements of Tex. Gov’t Code §2306.514, as it may be amended from time to time.

I (We) have attached a statement describing how, regardless of building type, all Units accessed by the ground floor or by elevator (“affected units”) meet the requirements at 10 TAC §10.101(b)(8)(B).

I(We) certify that all accessible Units under 10 TAC Chapter 1, Subchapter B, and all affected Units meeting the requirements under 10 TAC 10.101(b)(8)(B) will be dispersed throughout the Development.
If the Applicant is applying for HOME funds and the Development consists of New Construction, I (We) further certify that the Development meets the Construction Site Standards in 24 C.F.R §983.57(e)(1).

This certification meets the requirement that the Applicant provide a certification from the Development engineer or an accredited architect. A similar certification will also be required after the Development is completed from an inspector, architect, or accessibility specialist.

By: [Signature]

[Jan. 22, 2018]

[Robert Finta]

[License Number and State: TX 21055]

[Firm Name (If applicable): Humphreys + Partners Arch. L.P.]
Ryan Combs                      January 23, 2018
Palladium USA
13455 Noel Road, Suite 400
Dallas, TX 75240

To whom it may Concern,

    To the best of the Architect’s knowledge, the plans and specifications prepared by us for the project will provide all dwelling units, regardless of building type, accessed by the ground floor or by elevator will meet the requirements at 10 TAC - 10.101(b)(8)(B).

Cordially,

Robert P. Finta,
Vice President of Production and Architect of Record.
To whom it may Concern,

To the best of the Architect’s knowledge, the plans and specifications prepared by us for the project will conform to and comply with all applicable accessibility laws and related ordinances and regulation and all restrictive covenants and declarations where applicable to the project, including without limitation, the Americans with Disabilities Act as amended, Section 504 of the Rehabilitation Act of 1973 and implemented at 24 C.F.R. Part 8 as described in 10 TAC Chapter 1, Subchapter B.

The proposed project scope is as outlined below;

1. 120 total dwelling units consisting of (72) 1 bedroom/1 bath units and (48) 2 bedroom/1 bath units.

2. 11 total Mobility adaptable units consisting of (6) 1 bedroom/1 bath units and (5) 2 bedroom/2 bath units.

3. 3 total Hearing and Visually Impaired units consisting of (2) 1 bedroom/1 bath units and (1) 2 bedroom/2 bath units.

4. All public and private amenity spaces, inclusive of leasing and clubhouse areas as well as parking and site facilities, will be fully accessible.

Cordially,

Robert P. Finta,
Vice President of Production and Architect of Record.
To whom it may Concern,

To the best of the Architect’s knowledge, the plans and specifications prepared by us for the project will conform to and comply with all applicable accessibility laws and related ordinances and regulation and all restrictive covenants and declarations where applicable to the project, including without limitation, the Americans with Disabilities Act as amended, Section 504 of the Rehabilitation Act of 1973 and implemented at 24 C.F.R. Part 8 as described in 10 TAC Chapter 1, Subchapter B.

The proposed project scope is as outlined below;

1. 120 total dwelling units consisting of (72) 1 bedroom/1 bath units and (48) 2 bedroom/1 bath units.
2. 6 total Mobility adaptable units consisting of (4) 1 bedroom/1 bath units and (2) 2 bedroom/2 bath units.
3. 3 total Hearing and Visually Impaired units consisting of (2) 1 bedroom/1 bath units and (1) 2 bedroom/2 bath units.
4. All public and private amenity spaces, inclusive of leasing and clubhouse areas as well as parking and site facilities, will be fully accessible.

Cordially,

Robert P. Finta,
Vice President of Production and Architect of Record.
Tab 44 – Experience Certificate
Evidence of experience behind this tab includes:

- An Experience certificate issued by the Department under the 2014-2018 Uniform Multifamily Rules.
- An Application for experience and supporting documentation in accordance with §10.204(6)(A)(i) through (ix)
- Evidence from the Department that the application for experience was received and is being processed by the Department.

Alternatively, pursuant to §13.5(d)(1) of the Multifamily Direct Loan Rule, Applicants requesting MFDL as the only source of Department funds may meet the Experience Requirement by providing evidence of the successful development and operation for at least 5 years of at least twice as many affordability restricted units as requested in the Application.

Documentation provided behind this tab meets the alternative Experience Requirement in §13.5(d)(1).

DUNS Number and System for Award Management (SAM.gov) registration (Direct Loan Applications Only)

The Office of Management and Budget (OMB) requires grant applicants to provide a Dunn and Bradstreet (D&B) Data Universal Numbering System (DUNS) number when applying for Federal grants, including Direct Loan funds, on or after October 1, 2003. The DUNS number will supplement other identifiers required by statute or regulation, such as tax identification numbers. To apply for a DUNS number applicants can go to the Dunn & Bradstreet website:

http://fedgov.dnb.com/webform

Once applicants have obtained a DUNS number, they must register with the SAM database:

https://sam.gov/portal/public/SAM

Applicants may provide this information with the Application or upon award.

Evidence of SAM.gov registration for the applicant entity is attached behind this tab.

Davis Bacon Labor Standards (Section 811 PRA Program and Direct Loan Applications)

24 CFR §92.354, Davis-Bacon Act (40 U.S.C. §§276(a)-276(a)(5), the Davis-Bacon Related Acts, the Contract Work Hours and Safety Standards Act, and the Copeland (Anti-Kickback) Act (40 U.S.C. §276(c)) apply to developments being assisted with Direct Loan funds if (Select all that apply):

- Twelve (12) or more Direct Loan or Section 811 PRA-assisted units will be rehabilitated or constructed under one construction contract.
  - The Section 811 PRA units and Direct Loan Units are not cumulative. For example, if a proposed development has ten Section 811 PRA units and ten Direct Loan-assisted units, Davis Bacon would not be triggered.
- Community Development Block Grant (CDBG) funds are being used to support the Development, which requires a lower number of units (8) be used as a threshold.

Applicants electing to participate in the Section 811 PRA Program either by committing an Existing Development to the Section 811 PRA Program or by committing a Proposed Development in this Application are encouraged to review §PRA.213 Davis Bacon Labor Standards in the Section 811 Program Guidelines, found on the TDHCA webpage at

http://www.tdhca.state.tx.us/section-811-pra/resource-documents.htm

Existing Developments where construction is fully complete before an application for a Proposed Development is submitted to the Department to receive assistance under the 811 PRA program are not subject to Davis-Bacon or Contract Work Hours and Safety Standards Act requirements.

Affirmative Marketing Plan (Direct Loan Applications Only)

Complete and submit HUD’s Affirmative Marketing Plan form (Form 935.2 or successors). This form may be found on the Department’s website at

http://www.tdhca.state.tx.us/home-division/mf-home/index.htm

The Affirmative Marketing Plan must comply with the Affirmative Marketing requirements in the Compliance Rules.

HUD approval is not necessary unless the property receives project-based Section 8 assistance.
December 6, 2016

Tom Huth
13455 Noel Road, Suite 400
Dallas, Texas 75240

RE: REQUEST FOR EXPERIENCE CERTIFICATE UNDER 2017 UNIFORM MULTIFAMILY RULES

Dear Mr. Huth:

We have reviewed your request for an experience certificate, which is provided to individuals that meet the requirements of §10.204(6) of the Uniform Multifamily Rules. In order to meet the experience requirements an individual must establish that they have experience in the development and placement in service of at least 150 residential units. We find that the documentation you have provided is sufficient to establish this required experience. Additionally, you have certified to compliance with the requirements of §10.204(6)(B), including the following requirements:

(ii) Experience may not be established for a Person who at any time within the preceding three years has been involved with affordable housing in another state, in which the Person or Affiliate has been the subject of issued IRS Form 8823 citing non-compliance that has not been or is not being corrected with reasonable due diligence. ...

(iv) Notwithstanding the foregoing, no person may be used to establish such required experience if that Person or an Affiliate of that Person would not be eligible to be an Applicant themselves.

Should you choose to participate as a member of the Development Team or an individual providing experience for any Application submitted for funding, a Previous Participation Review (10 TAC §1.5) may be conducted prior to any award of funds. Additionally, should it be determined at any point in time that the information provided in your request for experience is fraudulent, knowingly falsified, intentionally or negligibly materially misrepresented, or omits relevant information, this certificate of experience is null and void and you may be subject to other sanctions under the Texas Department of Housing and Community Affairs’ rules and requirements.
If you have any questions or concerns regarding this certificate or the experience requirements, please contact Marni Holloway at marni.holloway@tdhca.state.tx.us.

Sincerely,

Marni Holloway  
Director of Multifamily Finance
Tab 45 – 9% Applicant
Credit Limit Documentation
and Certification
Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of Competitive Housing Tax Credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor (unless the Guarantor is also the General Contractor, and is not a Principal of the Applicant, Developer, or Affiliate of the Development Owner). All Applications must be identified herein to ensure that the Department is advised of all Applications, Applicants, Affiliates, Developers, General Partners or Guarantors involved to avoid any statutory violation of Texas Government Code, §2306.6711(b).

Instructions:

Complete Part I of this form. For each person or entity in Part I that answers "Yes" to Part I b., a Part II form must be submitted (i.e. if 4 persons/entities answer "Yes" to Part I b., then 4 separate Part II forms must be provided).

Part I. Applicant Credit Limit Documentation

<table>
<thead>
<tr>
<th>a. Applicant, Developers, Affiliates, and Guarantors - List below all entities or Persons meeting the definition of Applicant, Affiliate, Developer or Guarantor.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Palladium Celina Senior Living, Ltd.</td>
</tr>
<tr>
<td>2. Palladium Celina Senior Living GP, LLC</td>
</tr>
<tr>
<td>3. Palladium Celina Senior Living GP Mgr, Inc.</td>
</tr>
<tr>
<td>4. Palladium USA, Inc.</td>
</tr>
<tr>
<td>5. Palladium Italia S.r.l.</td>
</tr>
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<td>6. Geplant N.V.</td>
</tr>
<tr>
<td>7. Palladium International S.a.r.l.</td>
</tr>
<tr>
<td>8. Palladium Affordable Housing Development Celina, LLC</td>
</tr>
<tr>
<td>10. Thomas E. Huth</td>
</tr>
<tr>
<td>11. The Land Experts LLC</td>
</tr>
<tr>
<td>12. Kim Schwimmer</td>
</tr>
<tr>
<td>13. James H. Bennett</td>
</tr>
<tr>
<td>14. Cesare Rancilio</td>
</tr>
<tr>
<td>15. Fiorenza Rancilio</td>
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<tr>
<th>b. Person/entity has at least one other application in the current Application Round.</th>
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<tbody>
<tr>
<td>No</td>
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<td>Yes</td>
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<td>Yes</td>
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</tbody>
</table>

Individually, or as the General Partner(s) of officer(s) of the Applicant entity, I (we) certify that we are submitting behind this tab one signed Credit Limit Certification form for each person and/or entity that answered "Yes" to Part b. above.

By: __________________________
Signature of Applicant

Date: _________________________

Its: __________________________
Authorized Representative
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form:

Which is:
- [ ] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
- [ ] a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
- [ ] a Developer for the Applicant for this specific Application
- [ ] an Affiliate to the Applicant
- [ ] a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

<table>
<thead>
<tr>
<th>Development Name</th>
<th>Region</th>
<th>City</th>
<th>% Ownership</th>
<th>% of Dev. Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Palladium Celina Senior Living</td>
<td>3</td>
<td>Celina</td>
<td>70.00%</td>
<td>0.00%</td>
</tr>
<tr>
<td>Palladium Fain Street</td>
<td>3</td>
<td>Fort Worth</td>
<td>70.00%</td>
<td>0.00%</td>
</tr>
<tr>
<td>Palladium Farmersville</td>
<td>3</td>
<td>Farmersville</td>
<td>70.00%</td>
<td>0.00%</td>
</tr>
<tr>
<td>Palladium Teasley Lane</td>
<td>3</td>
<td>Denton</td>
<td>70.00%</td>
<td>0.00%</td>
</tr>
<tr>
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<td>Crowley</td>
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<td>0.00%</td>
</tr>
<tr>
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<td>3</td>
<td>Lancaster</td>
<td>70.00%</td>
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I acknowledge that [Thomas E. Huth] is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of $3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

I acknowledge that if the Department determines that an Applicant, Developer, Affiliate or Guarantor, has received (in the aggregate) allocations in the current Application Round from the Department exceeding $3 million, the Department must refuse to issue one or more Commitments or Carryover Allocations, or must terminate one or more Commitments or Carryover Allocations.

Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: [Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)]

Palladium USA, Inc.

[Printed Name]

[Date: 1-22-18]
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: Pol/odium Italia S.r.l.

Which is:  
☐ the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)  
☐ a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant  
☐ a Developer for the Applicant for this specific Application  
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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: 
Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate) 
Palladium Italia S.r.l.  
Printed Name 
Date: 1-22-18
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: Geplant N.V.

Which is: □ the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: [Signature]

Date: 1-22-18
Part II. Credit Limit Certification

Instructions:
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Name and role of Person or Entity completing this form:

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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: ___________________________  Palladium International S.a.r.l.

Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)  Printed Name  Date

1-22-18
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form:

Which is:   
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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: ____________________________  Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)

Palladium USA International, Inc.  Printed Name

[Date: 1-22-18]
Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

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I acknowledge that I should be same as signer of Development Owner Certification. Thomas E. Huth is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: [Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)]

Thomas E. Huth [Printed Name]

Date: [1-22-18]
Part II. Credit Limit Certification

Instructions: Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form:

Which is:  
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I acknowledge that [Party Name] is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: [Signature]

Printed Name: [Name]

Date: 11/19/2018

The Land Experts LLC
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: Kim Schwimmer

Which is:  
- [ ] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)  
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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: [Signature]

Printed Name: Kim Schwimmer

Date: 1/19/2019
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form:

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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: [Signature]

Printed Name: Cesare Randilio

Date: 01-22-18
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: Florentza Rancilio

Which is:  
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By: Florentza Rancilio  
Printed Name  
Date 01-22-18
Part II. Credit Limit Certification

Instructions:
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Name and role of Person or Entity completing this form: James H. Bennett

Which is:
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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: James H. Bennett

Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate) 1/22/18
Part 6 – Community Input Scoring Items (Tab 46)
Tab 46 – Community Input Scoring Items
# Community Input Scoring Items

**TDHCA#: 18024**

## 1. Local Government Support - §11.9(d)(1)

- Resolution(s) of either "no objection" or "support" is included behind this tab.**
  **Note that resolutions are due March 1, 2018**

## 2. Community Support from State Representative - §11.9(d)(5)

- Letter of either "support" or "opposition" is included behind this tab.**
  **Note that letters are due March 1, 2018**

## 3. Input from Community Organizations - §11.9(d)(6)

- Applicant has included one or more letters of support or opposition behind this tab.

List information for each of the letters below:

<table>
<thead>
<tr>
<th>Community Organization</th>
<th>Support</th>
<th>Opposition</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Grace Bridge</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Carter Morris</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Contact Name</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B. Habitat for Humanity</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Celeste Cox</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Contact Name</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C. Chamber of Commerce</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Melissa Cromwell</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Contact Name</td>
<td></td>
<td></td>
</tr>
<tr>
<td>D. Apartment Life</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dave Marshall</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Contact Name</td>
<td></td>
<td></td>
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<tr>
<td>E.</td>
<td></td>
<td></td>
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<tr>
<td>Contact Name</td>
<td></td>
<td></td>
</tr>
<tr>
<td>F.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Note:**
- **X** indicates support.
- **Blank Box** indicates opposition.
- **Note:** The input from community organizations is due by March 1, 2018.
Tab 46 – Local Government Support
CITY OF CELINA
RESOLUTION NO. 2017-201 R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS,
CONFIRMING SUPPORT FOR THE PROPOSED PALLADIUM CELINA SENIOR
LIVING DEVELOPMENT LOCATED ON THE SOUTH SIDE OF E. SUNSET BLVD
AND WEST OF COUNTY ROAD 89.

WHEREAS, the City of Celina, Texas (the "City") is a Home Rule municipality located
in Collin County, Texas, and Denton County, Texas created in accordance with the provisions of
the Texas Local Government Code and operating pursuant to the Celina Home Rule Charter; and

WHEREAS, Palladium Celina Senior Living, Ltd., has proposed a development for
affordable rental housing located on the south side of E. Sunset Blvd and west of County Road
89, City of Celina, Collin County, Texas named Palladium Celina Senior Living in the City of
Celina; and

WHEREAS, Palladium Celina Senior Living, Ltd., has advised that it intends to submit
an application to the Texas Department of Housing and Community Affairs (TDHCA) for
2018 Competitive 9% Housing Tax Credits for Palladium Celina Senior Living.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
CELINA, TEXAS;

1. That the City Council hereby confirms that it supports the proposed
Palladium Celina Senior Living located on the south side of E. Sunset Blvd and west
of County Road 89, City of Celina, Collin County, Texas, and that this formal action
has been taken to put on record the opinion expressed by the city on November 14th,
2017, and

2. That for and on behalf of the Governing Body, Vicki Faulkner, Celina City Secretary,
is hereby authorized, empowered, and directed to certify these resolutions to the Texas
Department of Housing and Community Affairs.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, this the
14th day of November, 2017.

[Signature]
Sean Terry, Mayor

ATTEST:
[Signature]
Vicki Faulkner
City Secretary
Tab 46 – Community Support from State Representative
January 18, 2018

Palladium Celina Senior Living  
C/O Tom Huth  
13455 Noel Road, Suite 400  
Dallas, TX 75240

RE:  Palladium Celina Senior Living Development

Dear Tom Huth,

I received the Public Notification for Palladium Celina Senior Living located near Sunset Blvd and County Road 89 in the City of Celina, and the 70th District which I represent.

Based on the support granted by City Council of the City of Celina per Resolution 2017-201R on November 14th, 2017, I also support Palladium Celina Senior Living Development project which will serve the constituents in my District.

Sincerely,

Representative Scott Sanford  
State Representative, District 70
Tab 46 – Input from Community Organizations
December 11, 2017

Mrs. Marni Holloway
Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, TX 78701

RE: Proposed Palladium Celina Senior Living – located on the south side of E. Sunset Blvd and west of County Road 89, City of Celina, Collin County, Texas

Mrs. Holloway,

I am writing this letter of support for the 2018 application round of Housing Tax Credits for the proposed Palladium Celina Senior Living apartment community, located on the south side of E. Sunset Blvd and west of County Road 89, City of Celina, Collin County, Texas.

The Master Cares Foundation, Inc., dba Grace Bridge is a tax-exempt organization and has the overall betterment, development, and improvement of the community as a whole as our primary purpose. Please see the enclosures as evidence of our tax-exempt status and our existence and participation in the community.

The Palladium Celina Senior Living site is within our service area and we look forward to working with this affordable apartment community once constructed. If you have any questions, please feel free to contact me.

Sincerely,

[Signature]

Carter Morris
President & CEO

Enclosures:
1. Proof of tax-exempt status
2. Brochure (or screenshot of website showing calendar of events – proof of current activity)
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. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.
We have sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,

Tamara Rippeneda
Director, Exempt Organizations
THE MASTER CARES FOUNDATION, INC.
9300 WADE BLVD STE 330
FRISCO, TX 75035-2175

According to the records of the Comptroller of Public Accounts, the following exemption(s) from Texas taxes apply to the above organization(s):

Franchise tax, as of 09-05-2013
Sales and use tax, as of 09-05-2013
   (provide Texas sales and use tax exemption certificate Form 01-339 (Back) to vendor)
The entity is not exempt from hotel occupancy tax.

Texas taxpayer identification number: 32051920687

This exemption verification is not a substitute for the completed exemption certificates that are required when claiming exemption from Texas taxes. Vendors should be familiar with the requirements for accepting the certificates in good faith from their customers.

This exemption verification does not mean that the organization holds a permit for collecting or remitting any Texas taxes.

Exempt organizations must collect tax on most sales. For more information, please see our publication Exempt Organizations: Sales and Purchases (96-122). Online registration is available.

For information concerning sales taxpayer permit status, please use the vendor search we provide online.

Corporations that are registered in Texas with the Secretary of State must maintain a current registered agent and registered office address. Information is available from Business and Nonprofit Forms page of the Secretary of State's Website. Additionally, out-of-state corporations, limited liability companies, or limited partnerships transacting business in Texas may need to file a Certificate of Authority or Registration with the Texas Secretary of State. More information is available from the Foreign or Out-of-State Entities page on the Secretary of State's Website.

Our publications and other helpful information are available on our website. If you need more information, write to us at exempt.orgs@cpa.texas.gov, or call us at (800) 252-5555.
Enter a 5-digit ZIP Code, organization name or 9-digit Tax ID (EIN)

463829284

Submit

Nonprofit Organizations
- Find information on over 1.5 million Nonprofits nationwide.
- Organization name, address, assets, income and IRS subsection.
- Search by organization name, ZIP Code, or Tax ID number (EIN).
- Source is IRS Nonprofit filings. Updated Nov 21 2017 10:16PM

- Listware Online verifies, corrects & enhances Names, Addresses, Phones & Emails. Other services include: NCOA, Business Verify & Property Owners. Check it out now!

Master Cares Foundation Inc
9300 Wade Blvd Ste 330
Frisco, TX 75035-2175
Map

IRS Subsection 501(c)(3) - A religious, educational, charitable, scientific or literary organization.
Type of Foundation Organization which receives a substantial part of its support from a governmental unit or the general public
Type of Organization Corporation
Deductibility Contributions are deductible
Tax I.D. Number 463829284
Exempt Since 08-2014
Form 990 Requirement 990 or 990EZ return
Last 990 Form Filed 12-2015
Form 990 Amount $1,105,164
Classification Human Service Organizations - Multipurpose

Share with others information about this Nonprofit - like the web site, e-mail address, how to donate or any corrections to the data shown.
Post a Message

Messages

How Can We Improve? | Trademarks | Privacy | Newsletter | Terms of Use | Result Codes | Map of Users
Food Bank

Grace Bridge Food Bank is located in Celina, Texas and is strategically focused on serving the “whole person” – striving to meet needs both physically and spiritually. While we do not require families to live within a particular area to receive assistance, our primary service area includes all communities along the Hwy. 380 Corridor in Collin and Denton Counties within a 30-mile radius of our Distribution Center in Celina. To more easily meet the needs of families outside of this area, we have formed partnerships with local churches and groups who facilitate “Limited Distribution” sites.

Our Distribution Center is open on the 1st and 3rd Saturdays of every month from 11:00 am – 1:00 pm for local families to participate in food distributions. We do not require any pre-paperwork or proof of qualification to receive assistance.

At every distribution, we serve an average of 115 families and have a variety of volunteer opportunities. To learn more about how you can get involved, click here.

Follow Us on Facebook

Follow Us on Facebook
Interested in donating? Check out our donations guidelines below.
#hopeservedhere
https://t.co/jLY7fnA3Ri
2 hours ago

We are partnering with Kroger in Prosper, TX for their annual Souper Bowl of Caring Food Drive. Through February 5th...
https://t.co/UPidsnQ2dJ
7 mins ago
Seeking to put God’s love into action, North Collin County Habitat for Humanity brings people together to build homes, communities and hope.

December 21, 2017

Mrs. Marni Holloway  
Texas Department of Housing and Community Affairs  
221 East 11th Street  
Austin, TX 78701

RE: Proposed Palladium Celina Senior Living – located on the south side of E. Sunset Blvd and west of County Road 89, City of Celina, Collin County, Texas

Mrs. Holloway,

I am writing this letter of support for the 2018 application round of Housing Tax Credits for the proposed Palladium Celina Senior Living apartment community, located on the south side of E. Sunset Blvd and west of County Road 89, City of Celina, Collin County, Texas.

North Collin County Habitat for Humanity is a tax-exempt organization and has the overall betterment, development, and improvement of the community as a whole as our primary purpose. Please see the enclosures as evidence of our tax-exempt status and our existence and participation in the community.

The Palladium Celina Senior Living site is within our service area and we look forward to working with this affordable apartment community once constructed. If you have any questions, please feel free to contact me.

Sincerely,

Celeste, Cox. CEO

Enclosures:

1. Proof of tax-exempt status
2. Brochure (or screenshot of website showing calendar of events – proof of current activity)
September 29, 2015

North Collin County HFH
PO Box 153
McKinney, TX 75070-0153

RE: 501(c)(3) Letter for North Collin County HFH, Partner ID# 1328-5090

Dear Affiliate Leader:

This letter will confirm that North Collin County HFH (McKinney HFH, Inc. DBA- North Collin County HFH), with employer identification number 75-2443511, is considered a subordinate under the group tax exemption umbrella of Habitat for Humanity International, Inc. ("HFHI") under Section 501(c)(3) of the Internal Revenue Code.

The group exemption number assigned to HFHI by the IRS is 8545. This number may be provided to prospective donors, foundations and other grant organizations as they request it and is required on certain IRS forms.

Enclosed is a copy of the determination letter dated March 9, 2015, provided by the IRS as evidence of HFHI's tax exempt status as well as its group exemption. The determination letter, together with this letter, confirms North Collin County HFH's subordinate status and provides evidence of its tax exempt status under Section 501(c)(3) of the Code.

In partnership,

**Beverly Huffman**
Director, US/Canadian Support Services Center
Habitat for Humanity International 877-434-4435
USSupportCenter@habitat.org · habitat.org | Habitat. We build.

Enclosure
In reply refer to: 4077550277
Mar. 09, 2015 LTR 4167C 0
91-1914868 000000 00
00040704
BODC: TE

HABITAT FOR HUMANITY INTERNATIONAL INC
HABITAT FOR HUMANITY INTRNL PARENT
% EDWARD K QUIBELL - CFO/SR VP
121 HABITAT ST
AMERICUS GA 31709-3423

Employer Identification Number: 91-1914868
Group Exemption Number: 8545
Person to Contact: Ms Benjamin
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Jan. 20, 2015, request for information about your tax-exempt status.

Our records indicate that you were issued a determination letter in January 1987, and that you are currently exempt under section 501(c)(3) of the Internal Revenue Code.

Based on the information supplied, we recognized the subordinates named on the list you submitted as exempt from Federal income tax under section 501(c)(3) of the Code.

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.

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

Sincerely yours,

[Tamara Ripperda]
Director, Exempt Organizations
NORTH COLLIN COUNTY HABITAT FOR HUMANITY, INC.
2060 COUCH DR
MCKINNEY, TX 75069-7313

According to the records of the Comptroller of Public Accounts, the following exemption(s) from Texas taxes apply to the above organization(s):

- Franchise tax, as of 08-26-1992
- Sales and use tax, as of 08-26-1992
  (provide Texas sales and use tax exemption certificate Form 01-339 (Back) to vendor)
- The entity is not exempt from hotel occupancy tax.

Texas taxpayer identification number: 32000567647

This exemption verification is not a substitute for the completed exemption certificates that are required when claiming exemption from Texas taxes. Vendors should be familiar with the requirements for accepting the certificates in good faith from their customers.

This exemption verification does not mean that the organization holds a permit for collecting or remitting any Texas taxes.

Exempt organizations must collect tax on most sales. For more information, please see our publication Exempt Organizations: Sales and Purchases (96-122). Online registration is available.

For information concerning sales taxpayer permit status, please use the vendor search we provide online.

Corporations that are registered in Texas with the Secretary of State must maintain a current registered agent and registered office address. Information is available from Business and Nonprofit Forms page of the Secretary of State's Website. Additionally, out-of-state corporations, limited liability companies, or limited partnerships transacting business in Texas may need to file a Certificate of Authority or Registration with the Texas Secretary of State. More information is available from the Foreign or Out-of-State Entities page on the Secretary of State's Website.

Our publications and other helpful information are available on our website. If you need more information, write to us at exempt.orgs@cpa.texas.gov, or call us at (800) 252-5555.
The following list includes tax-exempt organizations that are eligible to receive tax-deductible charitable contributions. Click on the "Deductibility Status" column for an explanation of limitations on the deductibility of contributions made to different types of tax-exempt organizations.

Results are sorted by EIN. To sort results by another category, click on the icon next to the column heading for that category. Clicking on that icon a second time will reverse the sort order. Click on a column heading for an explanation of information in that column.

1-1 of 1 results

<table>
<thead>
<tr>
<th>EIN</th>
<th>Legal Name (Doing Business As)</th>
<th>City</th>
<th>State</th>
<th>Country</th>
<th>Deductibility Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>91-1914868</td>
<td>Habitat for Humanity International Inc.</td>
<td>Americus</td>
<td>GA</td>
<td>United States</td>
<td>GROUP</td>
</tr>
</tbody>
</table>

Return to Search
94% of every dollar received goes directly to our programs and services for families
LETTER FROM THE BOARD

Dear NCC Habitat Supporters and Friends,

This year marks the 25th Anniversary of North Collin County Habitat for Humanity! Of course, the real significance is that we have been serving families who need a decent place to live for 25 years. Have we made a lasting impact on the lives of our families, the communities in which we live and the people who work and serve alongside each other? I think the answer is a resounding YES!

Sure, the total accomplishments of NCC Habitat are impressive. Totals like 105 New Homes constructed, 181 Critical Home Repairs, 48 International Homes built, and nearly $8 million in ReStore sales generated, building 23 homes through Net Sales.

Each one is a great accomplishment. However, the heart of the matter is the 1,191 transformed lives.

This year, we saw a full circle of Habitat blessings come to pass. A Habitat homeowner of 15 years received a job promotion, and found herself relocating for career advancement. Wanting to bless another family and see them walk along a path toward financial stability and self-reliance, Creasha sold her home back to NCC Habitat, earning enough equity from the sale to use as a down payment on her next home. Then a new family was selected and, after working over 300 hours of sweat equity toward her home, a closing and move-in date has been set. Affordable homeownership is now in her future. This home was a catalyst of change, first for one family, and now it continues to be a force of stability and strength for another family.

As we look forward, new ideas, plans and strategies are in our path to increase the impact we can have. Through our Cotton Groves development, we are embarking upon a new and unique path. This path will take a parcel of land, and change the vision for communities of its kind. Join us as we forge ahead. We need funds, materials, partners, volunteers and your prayers to make this project reality. The opportunities are tremendous, the need is real, but we’re not done yet!

In Service to Others,

Matt Hilton, Board President & Celeste H. Cox, CEO

BOARD OF DIRECTORS
Matt Hilton, President
Marty Smith, President-elect
Larry Pietenpol, Vice President
Jason Jupiterwala, Treasurer
Nelson Carter, Secretary
Tim Baker, Assistant Secretary
Rache Barnett, Assistant Treasurer
Terry Busha, Immediate Past President
Doc Compton
Jeremy Gilstrap
Hunter Lord
JR Russell
Olive Swearingen
Bud Ward
Terrence Wegner

ORGANIZATIONAL LEADERSHIP TEAM
Celeste Haiduk Cox, CEO
Robert Manley, III, COO
Ruthie Drye, CFO
Rick Greene, ReStore Manager
Elizabeth Johnston, Development & Marketing Manager
Bryant Knepp, Project Manager of Construction
Dawn Serr, Family and Volunteer Manager
New Home construction was completed on 8 Homes for families this year, building in McKinney, Celina and Princeton. Families, neighbors, and volunteers worked side-by-side to improve the living conditions of another. We are building communities and providing a hand-up for families.

Work was done in McKinney, Celina, Prosper and Princeton, repairing 34 existing homes for homeowners. From a new roof, residing, fresh paint, secure windows, and wheelchair ramps, these homes have been made strong, safe and a place elderly can continue to call home for many more years.
PEOPLE MAKE IT HAPPEN

volunteers

6,195 volunteers 27,947 volunteer hours

equivalent of a 13 member full time work crew

because YOU made this possible
FINANCIAL REPORT

REVENUE & SUPPORT

<table>
<thead>
<tr>
<th>Source</th>
<th>2017</th>
<th>2016</th>
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<tbody>
<tr>
<td>ReStore Sales</td>
<td>$1,236,830</td>
<td>$1,241,251</td>
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<tr>
<td>Donated ReStore Materials</td>
<td>$927,762</td>
<td>$943,811</td>
</tr>
<tr>
<td>Grants</td>
<td>$215,267</td>
<td>$214,689</td>
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<tr>
<td>Contributions</td>
<td>$906,729</td>
<td>$906,692</td>
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<tr>
<td>Contributions In-Kind</td>
<td>$202,885</td>
<td>$172,009</td>
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<tr>
<td>Discount Amortization</td>
<td>$114,448</td>
<td>$100,224</td>
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<tr>
<td>Special Events, Net of Expenses</td>
<td>$62,187</td>
<td>$38,845</td>
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<tr>
<td>Miscellaneous</td>
<td>$45,174</td>
<td>$38,183</td>
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<tr>
<td>Interest Income</td>
<td>$283</td>
<td>$516</td>
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**2017 Total:** $4,145,376

**2016 Total:** $3,513,780

EXPENSES

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<tr>
<th>Source</th>
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<tr>
<td>Home Ownership Program</td>
<td>$2,095,239</td>
<td>$1,554,373</td>
</tr>
<tr>
<td>ReStore Program</td>
<td>$1,554,771</td>
<td>$1,554,771</td>
</tr>
<tr>
<td>Management &amp; Administrative</td>
<td>$264,455</td>
<td>$164,628</td>
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<tr>
<td>Management &amp; Administrative</td>
<td>$264,455</td>
<td>$164,628</td>
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**2017 Total:** $4,214,165

**2016 Total:** $3,136,766

*Based on 2016-17 Financial Audit

NET ASSETS END OF YEAR

<table>
<thead>
<tr>
<th>Year</th>
<th>2017</th>
<th>2016</th>
</tr>
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<tbody>
<tr>
<td>Sales</td>
<td>$2,407,084</td>
<td>$2,475,873</td>
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*Based on 2016-17 Financial Audit*
THE RESTORE – YOUR NEW AND GENTLY USED HOME IMPROVEMENT STORE

FISCAL YEAR 2016-2017

- Total Sales: $1,236,830
- Total ReStore Customers: 27,561

RESTORE SALES BY CITY

<table>
<thead>
<tr>
<th>City</th>
<th>Sales (in $)</th>
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<tbody>
<tr>
<td>McKinney</td>
<td>$719,303</td>
</tr>
<tr>
<td>Allen, Plano, Richardson, Wylie</td>
<td>$122,060</td>
</tr>
<tr>
<td>Princeton, Farmersville, Caddo, Greenville</td>
<td>$98,670</td>
</tr>
<tr>
<td>Frisco, Prosper, Celina, Gunter</td>
<td>$80,286</td>
</tr>
<tr>
<td>Anna, Melissa, Blueridge, Bonham</td>
<td>$67,082</td>
</tr>
<tr>
<td>Smaller Cities</td>
<td>$57,887</td>
</tr>
<tr>
<td>Sherman, Van Alstyne, Paris, Denison</td>
<td>$39,251</td>
</tr>
<tr>
<td>Carrollton, Flowermound, Southlake, Irving, Arlington</td>
<td>$18,657</td>
</tr>
<tr>
<td>The Colony, Little Elm, Aubrey, Denton</td>
<td>$16,262</td>
</tr>
<tr>
<td>Dallas, Garland</td>
<td>$13,499</td>
</tr>
<tr>
<td>Rockwall, Heath, Rowlett</td>
<td>$3,533</td>
</tr>
</tbody>
</table>

Total Recycled Paint: 5,024
Total Recycled Metal: 188,400

Total lbs. Diverted from Landfills: 515,346
Total ReStore sales since opening in 2010: $7,728,025
Total lbs diverted from landfills since 2010: 3,220,011
Total Homes Built from ReStore Net Sales: 23

Providing the community with a low cost, unique shopping outlet for home improvement needs. Great stuff, great price, great cause.
OUR GENEROUS DONORS
July 1, 2016 to June 30, 2017

A mission cannot be fulfilled without committed support. Monetary donations and In Kind Donations enable the work to be done. Only then can we build affordable homes that strengthen families.

**Significant Impact – Donors of Over $200,000**
McKinney Community Development Corporation

**Monetary Donations of Over $10,000**

Anonymous, Coldwell Banker Apex Realtors, Craig Dewall, Crosspoint Church, Developing Solutions, Goldman Sachs, Green Brick Partners - JGBL Builder Finance, LLC, High Pointe Church of Christ, Legacy/Texan Bank, Simpson Strong Building Company, Inc., St. Gabriel the Archangel Catholic Community, St. Jude Catholic Church, and Wells Fargo Foundation

**Monetary Donations of Over $1,000**

Jennica Anderson, Fred Biesenthal, Capuc - The Capital Mark, City of McKinney, CoServ Charitable Foundation, Creekwood United Methodist Church, David & Celeste Haick Cox, Kevin & Deva Deaton, James & Teresa DeGonia, Farmers Insurance & Financial Services, First United Methodist Church – Allen, First United Methodist Church – McKinney, Frisco Rough Riders, Garland Good, Heart, Good Shepherd United Methodist Church, Habitat for Humanity International, David A. Hampton, Igelesis Polder De Dios Vida Y Paz, Junior League of Collin County, Kevin J. Krantz, Shannon & Julie L. Lubot, McKinney Rotary Foundation, Meri Morris, mThink, Our Lady of Angels Church #8140, Linda Jacobs Pickels, Sage Signatures Homes, Inc., SunCreek United Methodist Church, Texas Instruments Incorporated, Texas Republic Bank, Texas State Affordable Housing Corp, Thrivent Financial, Kevin Thomson, Trinity Presbyterian Church, Janelle Wyatt, and Bud & Sharon Ward

**Monetary Donations of Over $500**

Chitty Acuna, Michael & Heather Anderson, Robert & Carol Besch, Jeff Bitting, David & Toni Branney, Terry & Debbie Bush, Cottonwood Creek Baptist Church, Crossland Construction Company, F C Dallas Foundation, Larry & Kathryn Hoffman, Tim Kachuck, Medstar Networks, Diana NIchols, Ken & Rita Patrick, Leo & Lori Putchinski, Eric J. Roth Deutscher, Marty & Melanie Smith, Olive Sweaingten, Dennis & Sandi Tezrow, Patrick Thompson, and Carla Welbaum

**Significant Impact – In Kind Donors of Over $100,000**
Aidan Gray Homes, Inc.

**In Kind Donors of Over $10,000**

Black Label Goods, Centurion Construction, Fanning Services HVAC, Mark Kohler, Martin Marietta, Pickle Roofing Solutions, LLC, Simpson Strong Tie Company, Inc., Sonserena Apartment Complex, Valspar, Veneerstone and Whirlpool

**In Kind Donors of Over $1,000**


**In Kind Donors of Over $500**


**DONATIONS IN MEMORY**

In Memory of Bob Carr:

In Memory of Bruce Parent:
Cedickia K. Phillips

In Memory of Karel Frederick Brodsky:
Mark & Beth Hansen

In Memory of Wendy Marsh:
HP & Arlene Haiduk

In Honor of Celeste H. Cox:
Jerica Anderson, Patrick Clouter, Richard Dover, Matt & Elizabeth Johnston, Carol O'Byen, Melanie Perkins, Dawn Serr and Kristyyn Witzels

In Honor of Ted & Shari Jacobsen:
Becky Turner

THANK YOU TO OUR GENEROUS DONORS
SERVING FAMILIES LOCALLY AND AROUND THE WORLD

UPCOMING EVENTS

Christmas Benefit Concert – King of the Nations
December 1, 2017

ReStore Customer Appreciation
December 9, 2017

Collin County Spring Home & Garden Show
February 9-11, 2018

ReStore Spring Bling
April 28, 2018

National Women Build
May 5, 2018

Home Builders Blitz
June 2018

North Texas Giving Day
September 2018

ReStore Birthday Bash Monster Mash
October 2018
December 13, 2017

Mrs. Marni Holloway  
Texas Department of Housing and Community Affairs  
221 East 11th Street  
Austin, TX 78701

RE: Proposed Palladium Celina Senior Living (Application #18024) – located on the south side of East Sunset Boulevard and West of County Road 89, City of Celina, Collin County, Texas.

Mrs. Holloway,

I am writing this letter of support for the 2018 application round of Housing Tax Credits for the proposed Palladium Celina Senior Living apartment community, located on the south side of East Sunset Boulevard and West of County Road 89, City of Celina, Collin County, Texas.

The Greater Celina Chamber of Commerce is a tax-exempt organization and has the overall betterment, development, and improvement of the community as our primary purpose. Please see the enclosures as evidence of our tax-exempt status and our existence and participation in the community.

The Palladium Celina Senior Living site is within our service area and we look forward to working with this affordable apartment community once constructed. If you have any questions, please feel free to contact me.

Thank you,

Melissa Cromwell
President
The Greater Celina Chamber of Commerce

Enclosure:
1. Proof of tax-exempt status
2. Newsletter showing our calendar of events – proof of our current activity

THE REWARDS OF BELONGING TO THE GREATER CELINA CHAMBER OF COMMERCE ARE FULLTIME REPRESENTATION AND YEAR-ROUND RESULTS!
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)(6) of the Internal Revenue Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

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

Sincerely,

Lois G. Lerner
Director, Exempt Organizations
Rulings and Agreements

Enclosure: Information for Organizations Exempt Under Sections Other Than 501(c)(3)
January 22, 2018

GREATER CELINA CHAMBER OF COMMERCE
PO BOX 1476
CELINA, TX 75009-1476

According to the records of the Comptroller of Public Accounts, the following exemption(s) from Texas taxes apply to the above organization(s):

Franchise tax, as of 06-11-1982
Sales and use tax, as of 06-11-1982
   (provide Texas sales and use tax exemption certificate Form 01-339 (Back) to vendor)
The entity is not exempt from hotel occupancy tax.

Texas taxpayer identification number: 30006630393

This exemption verification is not a substitute for the completed exemption certificates that are required when claiming exemption from Texas taxes. Vendors should be familiar with the requirements for accepting the certificates in good faith from their customers.

This exemption verification does not mean that the organization holds a permit for collecting or remitting any Texas taxes.

Exempt organizations must collect tax on most sales. For more information, please see our publication Exempt Organizations: Sales and Purchases (96-122). Online registration is available.

For information concerning sales taxpayer permit status, please use the vendor search we provide online.

Corporations that are registered in Texas with the Secretary of State must maintain a current registered agent and registered office address. Information is available from Business and Nonprofit Forms page of the Secretary of State's Website. Additionally, out-of-state corporations, limited liability companies, or limited partnerships transacting business in Texas may need to file a Certificate of Authority or Registration with the Texas Secretary of State. More information is available from the Foreign or Out-of-State Entities page on the Secretary of State's Website.

Our publications and other helpful information are available on our website. If you need more information, write to us at exempt.orgs@cpa.texas.gov, or call us at (800) 252-5555.
The Chamber of Commerce Board Members worked hard and served our Chamber Members well this year. The Board was led by Cindy Peters, our Chairman, Justin Steiner, Tracy Fiers, Joey Ray, Chad Anderson, Chad Cunningham, Michelle Meeks, Karla Scheve, Josh Forbes, Caleb Lavey and Connor Nichols. The Board Members select the programs and events where they will lead a team to help strengthen, promote and serve our members in this community. It all starts with good direction, a few good people, a collaboration of ideas, the business sponsors, and volunteer committees to pull it all together—2017 has been a really good year.

After the final numbers have been tallied, I am proud to announce that the Celina Chamber donated a total of $2650 to Celina ISD to various programs for their hard work and dedication to the Celina Park Fest. We are always looking for ways to give back to our school district and support our Bobcat students.

Visit our Website  Business Directory

Monthly Networking Luncheon

NO LUNCHEON, JUST A PARTY TO THANK YOU FOR BEING SUCH GREAT MEMBERS!

Join us Wednesday, the 6th of December, 6:00pm to 9:00pm
The Greater Celina Chamber of Commerce
**CHRISTMAS GIFT TOUR**

Christmas Gift Tour  
Celina  
Saturday, December 2nd  
10am to 4pm  
SOLD OUT!

Christmas on the Square  
Downtown Celina  
Wednesday, December 6th  
5pm-9pm
TIME FLIES BUT MEMORIES LAST FOREVER...

Bob McKnight’s Retirement Open House

Join us as we thank Bob for time well spent.

Celebrating 30 years of building community.

December 8
3 - 6 pm

290 S. Preston Rd.
Celina, TX 75009
December 8th at 6am, at Annie Jack Design
Open to the public.

Learn more about Gigabit City!
New Member Spotlight

Member Spotlight: City of Celina

A big thank you to the City of Celina, City Council and Staff. They helped to make Park Fest successful this year and are always including the Chamber as part of their "Team". Through our partnerships we have been able to accomplish so much this year.

Also a huge thank you to the Celina Economic Development Corporation. Through our partnership for business retention and expansion we have been able to provide pretty amazing speakers at our luncheons this year. As Corbett Howard says, "the possibilities are endless".

New Members

New Member

Tender Smokehouse recently opened in the Celina Downtown. If you haven't tried it yet, you are missing out. They have a wide selection on their menu and everything is very good. They are located at 224 West Pecan Street and they are open Tuesday through Saturday, 11am to 9pm. Go check them out on Facebook!
January 21, 2018

Mrs. Marni Holloway  
Texas Department of Housing and Community Affairs  
221 East 11th Street  
Austin, TX 78701

RE: Proposed Palladium Celina Senior Living – located on the south side of E. Sunset Blvd and west of County Road 89, City of Celina, Collin County, Texas

Mrs. Holloway,

I am writing this letter of support for the 2018 application round of Housing Tax Credits for the proposed Palladium Celina Senior Living apartment community, located on the south side of E. Sunset Blvd and west of County Road 89, City of Celina, Collin County, Texas.

Apartment Life, Inc. is a tax-exempt organization and has the overall betterment, development, and improvement of the community as a whole as our primary purpose. Please see the enclosures as evidence of our tax-exempt status and our existence and participation in the community.

The Palladium Celina Senior Living site is within our service area and we look forward to working with this affordable apartment community once constructed. If you have any questions, please feel free to contact me.

Sincerely,

[Signature]

Dave Marshall  
Apartment Life  
Enclosures:  
1. Proof of tax-exempt status  
2. Brochure (or screenshot of website showing calendar of events - proof of current activity)
Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Apartment Life, Inc

Check appropriate box for federal tax classification:

- Individual/ Sole proprietor
- C Corporation
- S Corporation
- Partnership
- Trust/estate

Exemptions (see instructions):

- Exempt payee code (if any)
- Exemption from FATCA reporting code (if any)

Address (number, street, and apt, or suite no.)

510 S Industrial Blvd, Suite 170
Euless, TX 76040
List account number(s) here (optional)

Social security number

Employer identification number

7 5 2 8 6 8 2 1

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

3. I am a U.S. citizen or other U.S. person (defined below), and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign

Signature of U.S. person

Date

2/14/11

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/W9. Information about any future developments affecting Form W-9 such as legislation enacted after we release it will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners’ share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.
January 22, 2018

APARTMENT LIFE, INC.
PO BOX 635
EULESS, TX 76039-0635

According to the records of the Comptroller of Public Accounts, the following exemption(s) from Texas taxes apply to the above organization(s):

- Franchise tax, as of 03-05-2000
- Sales and use tax, as of 03-05-2000
  (provide Texas sales and use tax exemption certificate Form 01-339 (Back) to vendor)
- The entity is not exempt from hotel occupancy tax.

Texas taxpayer identification number: 32002537648

This exemption verification is not a substitute for the completed exemption certificates that are required when claiming exemption from Texas taxes. Vendors should be familiar with the requirements for accepting the certificates in good faith from their customers.

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For information concerning sales taxpayer permit status, please use the vendor search we provide online.

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Our publications and other helpful information are available on our website. If you need more information, write to us at exempt.orgs@cpa.texas.gov, or call us at (800) 252-5555.
The following list includes tax-exempt organizations that are eligible to receive tax-deductible charitable contributions. Click on the "Deductibility Status" column for an explanation of limitations on the deductibility of contributions made to different types of tax-exempt organizations.

Results are sorted by EIN. To sort results by another category, click on the icon next to the column heading for that category. Clicking on that icon a second time will reverse the sort order. Click on a column heading for an explanation of information in that column.

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<th>EIN</th>
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<th>State</th>
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<td>Euless</td>
<td>TX</td>
<td>United States</td>
<td>PC</td>
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</tbody>
</table>

Return to Search
REDEFINING THE RESIDENT EXPERIENCE

An Apartment
A standard two bedroom, two bath apartment provided rent-free to the CARES Team.

A Small Monthly Fee
A monthly fee covers a portion of Apartment Life’s overhead as a non-profit organization.

An Activity Budget
This monthly allocation covers onsite expenses. A recommended goal is $1 per unit, per month.

“A small investment on your part can pay big dividends.

Your CARES Team can help create a sense of community that really pays off in exchange for the following:

The things that CARES does are things that our staff cannot do, and in that sense it’s priceless... CARES helps us define what home is all about.”

Furnished Residential

Partial Client List
Alliance Residential Company
AmeriInves Group LLC
Berkshire Property Advisors
BRT Management Services
Carter/Kay Real Estate Services
Carr Real Estate Corporation
Concord Management Limited
ConEd Properties
Cortland Partners
Cottonwood Capital
DRS Apartment Homes
Drucker & Falk, LLC
Fairfield Properties LP
Gables Residential
Greystar Management
Lincoln Property Company
Milestone Management
NALS Management
Orion Real Estate Services
Pinnacle Realty Management
Post Properties
Postmark Residential Group
Riverstone Residential Group
United Apartment Group
United Dominion Realty Trust - UDR
Walton Communities LLC
Westdale Property Management
Wood Partners

CARES IN TEXAS
Harris County
Collin County
Grayson County
Dallas County
Ellis County
Johnson County
Tarrant County
Galveston County
Denton County
Hays County

Communities with CARES showed an average increase of 18.2 percent in their online reputation ratings.

Data from a six month pilot with 18 CARES communities

FOLLOW US ON:
www.facebook.com/CARESProgram
www.twitter.com/CARESProgramORG
blog.caresprogram.org

For more information, contact us at 877.785.2963 or CARES@CARESPROGRAM.ORG

“During the last 12 months, our CARES communities have shown a 3.3 percent higher retention rate than the rest of our portfolio, adding an estimated $90,000 of NOI to the bottom line.”

Archon Residential

Communities with CARES

A national owner-manager of communities with CARES has consistently outperformed the non-CARES communities by 5-6 percentage points.

Data from portfolio analysis done by Greystar on properties with CARES

Thank you to the Renewal Visits and associated Retention Alerts™, CARES has helped us save 15 leases in the last nine months, which had a $90,000 impact to our NOL.”

Riverstone Residential

“Thanks to the Renewal Visits and associated Retention Alerts™, CARES has helped us save 15 leases in the last nine months, which had a $90,000 impact to our NOL.”

Riverstone Residential
Part 6 – Third Party Reports
(Tab 47)
Tab 47 – Third Party Reports
Report recommends further studies or establishes environmental hazards that currently exist on the Property or off-site with the potential to affect the Property.

If the above box is checked, a statement is provided behind this tab signed by the Development Owner, that certifies the Development Owner will comply with any and all recommendations made by the ESA preparer.

Development is funded by USDA and is not required to supply an ESA.

2. **Environmental Clearance (Section 811 PRA and Direct Loan applications only)**

All Applications selecting Points for Section 811 PRA Program participation under the Competitive Housing Tax Credit program or Direct Loans must review the Environmental Requirements and Environmental Assurance section of the Section 811 PRA Program Guidelines (§PRA.215) and provide adequate material to meet the tenets. A Phase I Environmental Site Assessment (ESA) will not satisfy the environmental clearance required for use of the Section 811 PRA Program.

All Applications for Direct Loans by the Department must complete an environmental clearance process in accordance with 24 CFR Parts 50 and 58 prior to engaging in choice limiting activities such as closing on land, loans, beginning demolition or construction activities, or entering into construction contracts. A Phase I Environmental Site Assessment (ESA) will not satisfy the environmental clearance required for use of Multifamily Direct Loan funds.

Application selected points for the Section 811 PRA Program and includes documentation for the project participating in the Section 811 PRA Program that the project meets the tenets of HUD environmental policy and the requirements of applicable statutes and authorities.

☑ Applicant has submitted an environmental packet to TDHCA and determination is pending.

☑ Applicant has reviewed the Environmental Requirements and Environmental Assurance section of the Section 811 PRA Program Guidelines (§PRA.215) and understands that a determination must be received prior to signing the Rental Assistance Contract.

☑ MFDL Development has already received Environmental Clearance from HUD under 24 CFR Parts 50 or 58.

☑ Documentation of HUD Environmental Clearance is included behind this tab.

☑ Applicant has submitted an environmental packet to TDHCA and clearance is pending.

☑ Applicant has reviewed the environmental clearance materials available on the Department’s website and understands that clearance must be received prior to closing on the loan.

http://www.tdhca.state.tx.us/program-services/environmental/index.htm

☑ A Third Party will aid in the completion of the environmental clearance process. If checked, complete the following:

Name of Firm: 

Contact Person: 

Contact Telephone: Email: 

3. **Primary Market Area Map**

☑ Primary Market Area (PMA) map with definition of PMA is included behind this tab.

Prepared by: Apartment MarketData, LLC Date of Report: 12/18/2017

4. **Property Condition Assessment (PCA)**

Prepared by: --Complete on Development Team (Tab 42)-- Date of Report: 

Required Third Party Reports

Be advised that all third party reports will be posted on the Department’s website along with the Application.
### 5. Appraisal

Prepared by: N/A  
Date of Report: 

### 6. Site Design and Development Feasibility Report

Prepared by: Cross Engineering Consultants  
Date of Report: 1/19/2018
Tab 47 – Environmental Site Assessment

See Attached File
The Development Owner will comply with any and all recommendations made by the ESA preparer.

Thomas E. Huth, Applicant's Representative
Tab 47 – Environmental
January 23, 2018

Ms. Marni Holloway  
Texas Department of Housing and Community Affairs  
221 East 11th Street  
Austin, TX 78701

RE: Palladium Celina Senior Living, TDHCA #18024

Dear Marni,

Palladium Celina Senior Living, Applicant, has reviewed the Environmental Requirements attached and Environmental Assurance section of the Section 811 PRA Program Guidelines (§PRA.215) and understands that a determination must be received prior to signing the Rental Assistance Contract. Application 18024 selected points for the Section 811 PRA Program and included below is documentation for Palladium Glenn Heights, the project participating in the Section 811 PRA Program that the project meets the tenets of HUD environmental policy and the requirements of applicable statutes and authorities.

PRA.215 Environmental Requirements and Environmental Assurance

(1) Site Contamination (24 CFR 50.3(i)).  
No site contamination is present at Palladium Glenn Heights and an ESA was completed with no RECs.

(2) Historic Preservation (16 U.S.C. 470 et seq.).  
Palladium Glenn Heights is a new construction project.

Palladium Glenn Heights has met the noise requirements and the ESA shows no noise abatement is required to maintain acceptable levels.

Palladium Glenn Heights is not in an airport clear zone.

(5) Coastal Zone Management Act (16 U.S.C. 1451 et seq.).  
Palladium Glenn Heights is not in a coastal zone.

(6) Floodplains (Executive Order 11988; Flood Disaster Protection Act (42 U.S.C. 4001-4128)).  
Palladium Glenn Heights is in Zone X.
(7) Wetlands (Executive Order 11990).
There are no wetlands on the Palladium Glenn Heights site.

Palladium Glenn Heights is not near any of these hazardous or explosive operations.

There are no known endangered species in the Palladium Glenn Heights area.

(10) Farmland Protection (7 USC 4201 et seq.).
Palladium Glenn Heights is not on productive farmland.

(11) Sole Source Aquifers (Section 1424(e) of the Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300 et seq., and 21 U.S.C. 349)).
Palladium Glenn Heights is not on a sole source aquifer.

Thank you.

Thomas E. Huth
Palladium Celina Senior Living, Ltd.
Tab 47 – Market Analysis
December 18, 2017

Ryan Combs
Palladium USA.
13455 Noel Road
Suite 1000
Dallas, TX 75240

Re: TDHCA Market Feasibility Study
Celina, Texas

Greetings:

This is a confirmation letter, with signature authorization, for our firm to review, analyze, and determine the market feasibility for the development of a proposed LIHTC project to be located in Celina, Texas. The purpose of the “Feasibility Study” is to provide a market overview of the data necessary to qualify for the Texas Department of Housing and Community Affairs (TDHCA) tax credit application, and to make an investment decision about the proposed development.

It will be our understanding that (1) one electronic copy of the report is to be submitted to the undersigned. Our engagement shall begin on the day of receipt of the deposit and this signed agreement. The final reports are to be delivered on or before April 2, 2018. Our fee for services rendered is the sum of $6,500.00, of which 60% ($3,900.00) is payable upon engagement, 40% ($2,600.00) upon completion.
To begin the project, the following information should be returned with this signed engagement letter:

- Rent Schedule (MF Uniform Application - TDHCA):
- Current Property Tax Statement
- Legal entity / name of the current ownership of the site, and identification of relationship to sponsor, if any
- List of site owner(s) for previous three years
- Map showing site location

To complete the final report, it will be necessary for you to supply the following information. Most items below come from the MF Uniform Application:

- Populations Served
- Utility Allowances
- Annual Operating Expenses
- Building Unit Configuration
- Site Information
- Specs and Amenities

If possible, the following information should also be provided to aid in the assignment:

- Site Plan (if available)
- Floor Plans (if available)
- Aerial Photograph of site (if available)
- Any market study or appraisal (prior or preliminary)
Your signature on a copy of this letter confirms acceptance of this assignment and that you will own the reports we provide, with no restrictions regarding redistribution.

The fee for this report is inclusive of the report only. Any changes to this agreement must be agreed to in writing, by the undersigned and the client. Additional requests for services beyond the requirements of this study, additional copies of the report, any changes in project specifications, or those which require further research, shall be priced based upon the scope of the request at that time, and may cause a delay in the delivery of the report if requested after engagement. Any follow up reports or letters will also require additional preparation time and production costs and require additional billings to the client. Any additional services required beyond the scope of the proposal and engagement agreement will be billed at $175.00 per hour. Estimates prior to engagement for a particular request can be made available to the client.

Apartment MarketData, LLC agrees to prepare the market feasibility study in compliance with TDHCA guidelines. Apartment MarketData, LLC certifies that it has read and understands Department Rules specific to the report found in Sections 10.303 of the REA rules.

Thank you for considering us for this assignment. I look forward to working with you on this project.

Sincerely,

Darrell G Jack
Apartment MarketData, LLC

(Authorization and signature page to follow on page 4)
By acceptance of this agreement, the client agrees to the payment terms and limiting conditions listed above. All reports remain the property of Apartment MarketData, LLC until paid for in full. Furthermore, if payment is not received, the client agrees to pay any and all collection and legal expenses incurred by Apartment MarketData to secure full payment. Any and all litigation for the payment of services is agreed by all parties to be conducted within Comal County, Texas.

Project: Celina, Texas

Respectfully Submitted,

Darrell G. Jack

date: Dec 18, 2017

Accepted,

Authorized Signature

Date: 12/18/17
**MARKET ANALYSIS SUMMARY**

**Provider:** Apartment MarketData, LLC  
**Contact:** Darrell G Jack  
**Date:**  
**Phone:** (210) 530-0040

**Development:** Palladium Celina Senior Living  
**Target Population:** Elderly  
**Definition of Elderly Age:**

**Site Location:** E. Sunset Blvd. & CR 89  
**City:** Celina  
**County:** Dallas

**Site Coordinates:**  
**Longitude:** -96.776194  
**Latitude:** 33.312644  
(decimal degree format)

**Primary Market Area (PMA) page 32**

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**CENSUS TRACTS**

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Tab 47 – Site Design and Development Feasibility Report

See Attached File
Deficiency Documents
In the course of the Department’s Housing Tax Credit Eligibility/Selection/Threshold and/or Direct Loan review of the above referenced application, a possible Administrative Deficiency as defined in §10.3(a)(2) and described in §10.201(7)(A) and/or §10.201(7)(B) of the 2018 Uniform Multifamily Rules was identified. By this notice, the Department is requesting documentation to correct the following deficiency or deficiencies. Any issue initially identified as an Administrative Deficiency may ultimately be determined to be beyond the scope of an Administrative Deficiency, and the distinction between material and non-material missing information is reserved for the Director of Multifamily Finance, Executive Director, and Board.

1. Submit receipt for the $50,000 that was due April 30, 2018.
2. Explain why the site plan indicates 9.831 acres instead of 9.0 as indicated in Site Information Form Part III, including a specific and precise explanation of the difference between 9.831 acres and 9.0 acres.
3. Explain the trash collection process.
4. Explain the reference to a lease in the purchase contract; particularly, detail any improvements currently used for habitation or commerce and the uses of these improvements.
5. If the interior courtyard is not covered, submit interior (courtyard) building elevations.
6. Submit floor plans for A1 and A2 ADA units.

The above list may not include all Administrative Deficiencies such as those that may be identified upon a supervisory review of the application. Notice of additional Administrative Deficiencies may appear in a separate notification.

All deficiencies must be corrected or otherwise resolved by 5 pm Austin local time on the fifth business day following the date of this deficiency notice. Deficiencies resolved after 5 pm Austin local time on the fifth business day will have 5 points deducted from the final score. For each additional day beyond the fifth day that any deficiency remains unresolved, the application will be treated in accordance with §10.201(7)(B) of the 2018 Uniform Multifamily Rules. Applications with unresolved deficiencies after 5pm Austin local time on the seventh business day may be terminated.

All deficiencies related to the Direct Loan portion of the Application must be resolved to the satisfaction of the Department by 5pm Austin local time on the fifth business day following the date of this deficiency notice. Applications with unresolved deficiencies after 5pm Austin local time on the seventh business day will be suspended from further processing, and the Applicant will be notified to that effect, until the deficiencies are resolved. If, during the period of time when the Application is suspended from review, Direct Loan funds become oversubscribed, the Applicant will be informed that unless the outstanding item(s) are resolved within one business day the Application will be terminated. For purposes of priority under the Direct Loan set-asides, if the outstanding item(s) are resolved within one business day, the date by which the item is submitted shall be the new received date.
pursuant to §13.5(c) of the 2018 Multifamily Direct Loan Rule. Applicants should be prepared for additional time needed for completion of staff reviews.

Unless the person that issued this deficiency notice, named below, specifies otherwise, submit all documentation at the same time and in only one file using the Department’s Serv-U HTTPS System. Once the documents are submitted to the Serv-U HTTPS system, please email the staff member issuing this notice. If you have questions regarding the Serv-U HTTPS submission process, contact Liz Cline at liz.cline@tdhca.state.tx.us or by phone at (512)475-3227. You may also contact Jason Burr at jason.burr@tdhca.state.tx.us or by phone at (512)475-3986.

All applicants should review §§11.1(b) and 10.2(b) of the 2018 QAP and Uniform Multifamily Rules as they apply to due diligence, applicant responsibility, and the competitive nature of the program for which they are applying.

**All deficiencies must be corrected or clarified by 5 pm Austin local time on Friday, 13, 2018. Please respond to this email as confirmation of receipt.**

About TDHCA

The Texas Department of Housing and Community Affairs administers a number of state and federal programs through for-profit, nonprofit, and local government partnerships to strengthen communities through affordable housing development, home ownership opportunities, weatherization, and community-based services for Texans in need. For more information, including current funding opportunities and information on local providers, please visit www.tdhca.state.tx.us.

Thanks,

Ben Sheppard
Specialist, Multifamily Finance
Texas Department of Housing and Community Affairs
Ph. 512.475.2122

Any person receiving guidance from TDHCA staff should be mindful that, as set forth in 10 TAC Section 11.1(b) there are important limitations and caveats (Also see 10 TAC §10.2(b)).
July 10, 2018

TDHCA
Ben Sheppard
TDHCA – Specialist, Multifamily Finance
ben.sheppard@tdhca.state.tx.us

RE: TDHCA #18024, Palladium Celina Senior Living: Deficiency Notice dated July 7, 2018

Ben,

This letter is in response to your Deficiency Notice dated July 7, 2018. Below I have listed each item and provided its respective response labeled underneath.

Request: 1. Submit receipt for the $50,000 that was due April 30, 2018.
Response: See the attached executed 4th Amendment to the Purchase Contract that moved the date for the $50,000 to be deposited to December 1, 2018.

Request: 2. Explain why the site plan indicates 9.831 acres instead of 9.0 as indicated in Site Information Form Part III, including a specific and precise explanation of the difference between 9.831 acres and 9.0 acres.
Response: As discussed on the phone, the site is 9.831 acres and is consistent on the Site Information Form Part III with the Site Plan.

Request: 3. Explain the trash collection process.
Response: Our management company will collect trash outside of residents units and deposit in dumpsters twice a week.

Request: 4. Explain the reference to a lease in the purchase contract; particularly, detail any improvements currently used for habitation or commerce and the uses of these improvements.
Response: There currently is a small house on the site that is under lease and someone is living there. That house will be vacated subject to the terms of the Purchase Contract and demolished during our construction process.

Request: 5. If the interior courtyard is not covered, submit interior (courtyard) building elevations.
Response: See the attached interior courtyard building elevations.

Response: As discussed on the phone, the A2 ADA unit plan is on page 180 of the application. Also, we do not have any ADA units in the A1 floor plan. All of our ADA units for one bedroom units are in the A2 floor plan.

Please contact me at 972-774-4400 or tom@palladiumusa.com if you need any additional information.

Sincerely,

Thomas E. Huth
Authorized Representative
Palladium Celina Senior Living, Ltd.
FOURTH AMENDMENT TO
CONTRACT OF SALE

THIS FOURTH AMENDMENT TO CONTRACT OF SALE (this “Amendment”) made effective as of the 30th day of April, 2018, by and between NEU IRREVOCABLE 2006 TRUST (“Seller”) and PALLADIUM USA INTERNATIONAL, INC., (“Buyer”).

WHEREAS, Seller and Buyer have entered into that certain Contract of Sale with an effective date of December 29, 2016 (the “Contract”) with respect to the sale by Seller to Buyer of approximately Nine (9) acres located in the City of Celina, Collin County, Texas, all as more particularly described in the Contract; and

WHEREAS, Seller and Buyer have entered into a FIRST AMENDMENT TO CONTRACT OF SALE dated February 2, 2017,

WHEREAS, Seller and Buyer have entered into a SECOND AMENDMENT TO CONTRACT OF SALE dated April 20, 2017,

WHEREAS, Seller and Buyer have entered into a THIRD AMENDMENT TO CONTRACT OF SALE dated July 28, 2017,

WHEREAS, Seller and Buyer desire to amend the Contract as hereinafter set forth.

NOW, THEREFORE, in consideration of good and valuable consideration, the mutual receipt and legal sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The first sentence of EARNEST MONEY Paragraph 2 b) of the Contract is hereby deleted in its entirety and replaced with “Within one (1) business day following the Effective Date, Buyer shall deliver to Chicago Title of Texas, LLC, 14755 Preston Road, Suite 600, Dallas, Texas 75254, Attention: Becky Brusilow, telephone number 972-419-4710; Fax 972-419-4725; Email: rbrusilow@coatsrose.com (the “Title Company”), as escrow agent, Twenty Five Thousand and No/100 Dollars ($25,000.00) as earnest money (together with all interest accrued thereon, the “Earnest Money Deposit”) with $25,000.00 of this Earnest Money Deposit being non-refundable and released to Seller as of July 31, 2017 (subject to Paragraph 3 a), provided this Contract has not sooner been terminated, with such amount not to be applied to the Sales Price at Closing. At or prior to December 1, 2018, Buyer shall deposit with Title Company an additional Fifty Thousand and No/100 Dollars ($50,000.00) as “Additional Earnest Money” with $25,000.00 of this Additional Earnest Money being non-refundable as of December 1, 2018 and not to be applied to the Sales Price at Closing, and the remaining $25,000.00 being non-refundable as of April 30, 2019 and to be applied to the Sales Price at Closing. If Buyer does not timely deliver the Additional Earnest Money as provided in this Section 2, Buyer shall be deemed to have terminated this Contract pursuant to Section 5 and any portion of the Additional Earnest Money received by the Title Company shall be returned, subject to the terms contained herein, to Buyer, and neither party shall have any further rights or obligations hereunder, except for any provisions which survive the termination hereof. The Additional Earnest Money shall be deposited and held by the Title Company in a federally insured
account. In the event the transaction is not closed, the Additional Earnest Money shall be disbursed in accordance with the provisions of this Contract.”

2. The first sentence of **FEASIBILITY PERIOD** Paragraph 5 a) of the Contract is hereby deleted in its entirety and replaced with “Buyer, at Buyer’s expense, shall conduct such engineering studies of the Property, physical inspections of the Property and studies including structural engineering, economic feasibility and related matters that Buyer deems necessary, including studies and inspections to determine the existence of any environmental hazards or conditions (collectively, the “Feasibility Study”) during the period (the “Feasibility Period”) commencing on the Effective Date of this Contract and ending at 5:00 p.m., Celina, Texas time on August 31, 2019 for Buyer’s intended development of the Property which is construction of multifamily housing (the Project).”

3. The first sentence of **CLOSING** Paragraph 3 a) of the Contract is hereby deleted in its entirety and replaced with “The closing of the sale of the Property to Buyer (the “Closing”) shall take place at the Title Company pursuant to an escrow closing on or before October 31, 2019 (the “Closing Date”) provided, however, that Buyer may elect to close at any time upon ten (10) day’s written notice to Seller (subject to prior satisfaction of the Seller Condition, as defined in Section 25 below).”

4. All other terms and conditions of the Contract shall remain in full force and effect. This Third Amendment may be executed in multiple counterparts. Facsimile signatures shall be deemed originals for all purposes.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]
IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above written.

BUYER:

Palladium USA International, Inc.

By: ____________________________

Thomas E. Huth, President and CEO

SELLER:

NEU IRREVOCABLE 2006 TRUST

By: ____________________________

Roy J. Monk, Trustee

FOURTH AMENDMENT TO CONTRACT OF SALE
In the course of the Department’s Housing Tax Credit Eligibility/Selection/Threshold and/or Direct Loan review of the above referenced application, a possible Administrative Deficiency as defined in §10.3(a)(2) and described in §10.201(7)(A) and/or §10.201(7)(B) of the 2018 Uniform Multifamily Rules was identified. By this notice, the Department is requesting documentation to correct the following deficiency or deficiencies. Any issue initially identified as an Administrative Deficiency may ultimately be determined to be beyond the scope of an Administrative Deficiency, and the distinction between material and non-material missing information is reserved for the Director of Multifamily Finance, Executive Director, and Board.

- Tab 37, Organizational Charts – Kim Schwimmer is given as the Managing Member rather than Sole Member. Is there another owner for The Land Experts, LLC?

- Tab 39, Previous Participation – There was no form for Palladium USA, Inc. Provide the form.

- Tab 22, 23 and 43 – The number of accessible units is inconsistent on the site plan, the accessibility forms and the architect cert. Please clarify how many accessible units, mobility and H/V, there will be. The site plan shows both 10 and 11 accessible units, the accessibility forms come to 9 total and the architect cert indicates 14 total. Please clarify.

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resolved within one business day the Application will be terminated. For purposes of priority under the Direct Loan set-asides, if the outstanding item(s) are resolved within one business day, the date by which the item is submitted shall be the new received date pursuant to §13.5(c) of the 2018 Multifamily Direct Loan Rule. Applicants should be prepared for additional time needed for completion of staff reviews.

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**All deficiencies must be corrected or clarified by 5 pm Austin local time on August 27, 2018. Please respond to this email as confirmation of receipt.**

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Scoring Notice
Request for Administrative Deficiencies
RFI
Board Action
Public Comment
Commitment or Determination Notice
MFDL Awd
Carryover